

TRANSIT SERVICE AGREEMENT
(Oaklawn Improvement District)

THIS AGREEMENT, made and entered into on the 1st day of January, 2023, by and between the City of Wichita, Kansas, hereafter referred to as "City," and County Commissioners of Sedgwick County, Kansas, hereafter referred to as "County."

WITNESSETH:

WHEREAS, County desires to provide public transportation to a certain unincorporated area of Sedgwick County located within and around the general vicinity of the Oaklawn Improvement District; and

WHEREAS, City operates Wichita Transit, which provides public transportation throughout the City of Wichita; and

WHEREAS, County desires to contract with City to provide public transportation through Wichita Transit to said unincorporated area of Sedgwick County.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties hereto agree as follows:

1. City, through Wichita Transit, agrees to provide public transportation to the unincorporated area of Sedgwick County located within and around the general vicinity of the Oaklawn Improvement District through the extension of a bus route to said area by way of Wichita Transit's regular route service. In addition, City will provide paratransit van services to meet Americans with Disabilities Act (ADA) guidelines.
2. Route service will operate Monday through Friday and will run a minimum of six (6) one-way trips per weekday. Scheduled van service will be available on Saturday in place of Route service for pre-arranged group trips. Group trips must be scheduled no later than the Wednesday prior to the service date. Paratransit services will operate Monday through Saturday and will be provided under present program guidelines. Trip totals are subject to change as demand and/or revenues require, with proper coordination between City and County.
3. County agrees to pay, and City agrees to accept as full payment for each calendar year's service to the Oaklawn Improvement District the actual cost of operating that service during the last complete calendar year reflected in NTD reporting by Wichita Transit. For example, the calendar year 2023 services under this Agreement will be paid at \$42,154.56, which is the cost reflected in the 2021 NTD final reporting. Please see Attachment 1 for cost information. The annual cost of service under this Agreement will vary each year based on the comparison to historical reporting data.
4. County agrees to pay City on quarterly billings and City will provide an operating report on the Oaklawn service yearly, which will include ridership trips, and other pertinent information.
5. City shall have sole discretion as to the time, means, and methods of providing bus service on the Oaklawn service, and the only obligation of County pertaining thereto and the only liability assumed by County hereunder is to pay the costs required in paragraph 3 above.
6. Either party may terminate this Agreement upon sixty (60) days' advance written notice to the other party. Such notice may be hand-delivered or sent via first-class mail. Notice must be given by City to the County Clerk, Sedgwick County Counselor's Office, Director of Sedgwick County Department on Aging and the Sedgwick County Purchasing Director. Notice must be given by the County to the City Clerk, City of Wichita Department of Law, and the Director of Wichita Transit.

7. The term of this Agreement shall be for the period commencing January 1, 2023, and ending on December 31, 2028, with an option to renew the Agreement under the same terms and conditions for two (2) successive one (1)-year terms by mutual written agreement of the parties.

8. This Agreement is not intended to and, in fact, does not create a partnership or joint venture relationship between the parties hereto. City shall be an independent contractor to County for purposes of this Agreement.

9. The right of the City and County to enter into this agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This agreement shall be construed and interpreted so as to ensure that the City and County shall, at all times, stay in conformity with such laws and, as a condition of this Agreement, the City and County reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be reasonably deemed to violate the terms of such laws.

10. This Agreement constitutes the complete agreement between the parties hereto. No amendment, waiver, or modification of this agreement shall be effective unless reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

COUNTY COMMISSIONERS OF
SEDGWICK COUNTY KANSAS


CITY OF WICHITA, KANSAS
By order of the City Council

Pete Meitzner, Chairman Commissioner, 1st District

Brandon Whipple, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

for 

Michael D. Pepoon, Deputy County Counselor



Jennifer Magana, Director of Law



ATTEST:

ATTEST:

Kelly Arnold, County Clerk



Jamie Buster, City Clerk

ATTACHMENT 1
2023
January 1 thru December 31

COSTS

FIXED-ROUTE SERVICE

Operating	Days	Hours Per Day	Total Hours
Weekdays	254	1.117	283.72
Saturdays	51	4	204.00
		Local Cost per Hour:	\$ 84.35
		Local Cost per Year:	\$ 41,139.01

PARATRANSIT SERVICE

No. of Trips	Ave. Hours on Board	Total Paratransit Hours
266	0.3797	101.00
		Local Cost per Hour:
		Local Cost per Year:
		\$ 61.17
		\$ 6,178.18

REVENUES

Operating	Days	Daily Passenger Trips	Total Passenger Trips
Fixed-Route Weekdays	254	14	3556
		Trips per Year:	3556
		Revenue per Trip:	\$ 1.19
		Total Revenue:	\$ 4,231.64

Paratransit	Days	Revenue per Ride	Yearly Trips
	305	3.5	266
		Total Paratransit Revenue:	\$ 931.00

Total Costs: \$ 47,317.20

Total Revenue: \$ 5,162.64

Total Due: \$ 42,154.56

Payment for year 2023 as indicated in contract: \$ 42,154.56

Quarterly Reimbursement due Wichita Transit: \$ 10,538.64

Clevenger, Trista

From: Thomas, Joseph E.
Sent: Friday, April 28, 2023 9:33 AM
To: Clevenger, Trista
Subject: AGING Contract- Competitive Bid Exception Request: Oaklawn Transit Service Agmt. 2023-2028
Attachments: Oaklawn Transit Agmt- 2023-2028.pdf

Purchasing agrees that the need for competitive solicitation is waived due to the Sole Source category.

Thanks.

Joseph Thomas, NIGP-CPP, CPSM, CPSD, C.P.M. | Purchasing Director | Sedgwick County Purchasing

p: (316) 660-7265 | f: (316) 660-1839 | Joseph.Thomas@sedgwick.gov

100 N. Broadway, Suite 610 | Wichita, KS 67202 | www.sedgwickcounty.org | [Facebook](#) | [Twitter](#)

**WE'VE
MOVED**

Finance is now located at
100 N. Broadway, Suite 610 | Wichita, KS 67202



*Sedgwick County...
working for you*

From: Clevenger, Trista
Sent: Friday, April 28, 2023 9:27 AM
To: Thomas, Joseph E.
Subject: AGING Contract- Competitive Bid Exception Request: Oaklawn Transit Service Agmt. 2023-2028

Greetings Joe,

Competitive bid exception is requested for the attached agreement: Oaklawn Transit Service Agreement 2023 – 2028.

Background: To cover transit service to residents of the unincorporated area of Sedgwick County located in the Oaklawn Improvement District Monday through Saturday each week, Wichita Transit agrees to contract with Sedgwick County to provide Oaklawn with general transit and para-transit service. Sedgwick County Department on Aging on behalf of Sedgwick County will provide administration services including monitoring and review of quarterly invoicing to ensure accurate billing and fiscal responsibility. Purpose of the agreement is to contract for general transit and para-transit services to increase accessibility to residents of all ages and abilities.

We request an exception to competitive bidding for the above contract as services are an example of sole service (Item H of the charter).

- Services can only be performed by one vendor or supplier with the capability to provide the required services.

Thank you for review and consideration of this request.

Kindest regards,

Trista, Administrative Specialist