

FUNDING AGREEMENT

by and between:

**SEDGWICK COUNTY, KANSAS
and
GREATER WICHITA PARTNERSHIP, INC.**

This Agreement made and entered into this ____ day of _____, 2016, by and between Sedgwick County, Kansas (“County”) and the Greater Wichita Partnership, Inc. (“GWP”).

WITNESSETH:

WHEREAS, the Sedgwick County Board of County Commissioners recognizes that economic development is essential for the economic stability of Sedgwick County; and

WHEREAS, since 2004, Sedgwick County has supported the recruitment and development of businesses in the community through the Greater Wichita Economic Development Coalition (“GWEDC”); and

WHEREAS, the Greater Wichita Partnership (“GWP”) is an organization created in 2015 to align and focus the activities of GWEDC and other economic development organizations in the region; and

WHEREAS, in December 2015, GWP made application to receive funding in the amount of \$300,000 from Sedgwick County; and

WHEREAS, the Sedgwick County Board of County Commissioners finds that GWEDC’s efforts have resulted in successful economic development within Sedgwick County and anticipates that GWP’s efforts will result in the same; and

WHEREAS, an opportunity exists for Sedgwick County to support GWP; and

WHEREAS, the Sedgwick County Board of County Commissioners, under its home rule authority granted by K.S.A. 19-101 *et seq.*, and amendments thereto, is authorized to support economic development in Sedgwick County.

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

- 1. Purpose.** The purpose of this Agreement is to promote, stimulate and develop the general economic welfare and prosperity of Sedgwick County.
- 2. Term.** The term of this Agreement shall commence on the date ascribed in the initial paragraph of this Agreement and shall end December 31, 2016.
- 3. Financial Contribution.** County shall make and GWP agrees to accept four (4) quarterly payments in the amount of \$75,000. Such payments shall be made on a calendar quarterly basis, in advance. Each such payment is contingent upon GWP meeting its required measurable outcomes, as defined by Section

9 herein. The first payment shall be made upon the signing of this Agreement. Under no circumstances shall the County's financial contribution under this Agreement exceed \$300,000.

4. **Use of Funds.** Funds provided by the County under this Agreement may only be expended for purposes in furtherance of the economic development program specified herein.

5. **Termination.** Either party may terminate this Agreement upon written notice to the other. Such termination must occur at least thirty (30) days prior to the County's next scheduled payment. Upon notification of termination by either party, the County shall not be obligated to make any further payments pursuant to this Agreement.

It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

6. **Ombudsman.** GWP shall designate an ombudsman that will work with the Entrepreneur Task Force ("ETF") to work through regulatory issues and problems.

7. **Non-Aircraft Manufacturers.** GWP shall initiate, engage and participate in two (2) to four (4) supplier meetings with non-aircraft manufacturers.

8. **Maintenance Repair Overhaul Americas.** GWP shall initiate, engage and participate in at least two (2) Maintenance Repair Overhaul events in 2016.

9. **Measurable Outcomes.** GWP shall be subject to measurable outcomes as it shall determine, subject to review by the Board of Sedgwick County Commissioners. GWP shall present an annual report to the Board of Sedgwick County Commissioners at a regularly-scheduled Commission meeting no later than December 31, 2016.

GWP understands and agrees that each quarterly payment is contingent upon the organization meeting the above-referenced measurable outcomes. The County reserves the right to withhold payment and/or terminate this Agreement in the event that it is determined by the County that GWP is not meeting said measurable outcomes.

10. **Confidentiality.** GWP will create a separate accounting fund ("Fund"), pursuant to its fund accounting practices, to separately account for the amounts paid to it by the County under this Agreement. GWP agrees and understands that, by entering into this funding Agreement, any and all of its records, documents, and other information related to the Fund and the activities financed thereby shall be open and made available to the public upon request, in accordance with the Kansas Open Records Act (KORA), K.S.A. 45-215 *et seq.* The parties do not intend, by inference or otherwise, that KORA applies with respect to the activities, programs, or records of GWP, other than the Fund and programs related to this Agreement. Should GWP fail to abide by the provisions of KORA as applied by this Agreement to the Fund, it shall be considered a breach of this Agreement subject to immediate termination.

County will take all reasonable steps to keep confidential any proprietary or trade secret information, subject to the limitations of KORA.

11. Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Office of the County Manager
Sedgwick County Courthouse
525 N. Main, Suite 343
Wichita, Kansas 67203

and

Sedgwick County Counselor=s Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

Contractor: Greater Wichita Partnership
Attn: Jeffrey C. Fluhr
501 E. Douglas
Wichita, Kansas 67202-2970

12. Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

13. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

14. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

15. Amendment. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

16. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

17. Cash Basis and Budget Laws. The right of the 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 all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this

Agreement the County reserves 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 deemed to violate the terms of such laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

GREATER WICHITA PARTNERSHIP, INC.

JAMES M. HOWELL, Chairman
Commissioner, Fifth District

Jeffrey C. Fluhr, President

APPROVED AS TO FORM ONLY:

ATTESTED TO:

Eric B. Yost
County Counselor

Kelly B. Arnold
County Clerk