

**FUNDING AGREEMENT**

**by and between:**

**SEDGWICK COUNTY, KANSAS  
and  
ARTS COUNCIL, INC.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Sedgwick County, Kansas ("County") and Arts Council, Inc., a Kansas not-for-profit corporation ("Arts Council" or "Contractor").

**WITNESSETH:**

**WHEREAS**, County controls, manages and operates Sedgwick County Park ("Park");

**WHEREAS**, Arts Council is a non-profit organization seeking to provide funding for an environmental art park ("Art Park") to be located at Park;

**WHEREAS**, County seeks to accept, as a donation, funding from the Arts Council for installation of the Art Park; and

**WHEREAS**, County and Arts Council desire to state the terms and conditions governing said funding of the Art Park.

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

**1. Payment of Financing Costs.** Arts Council shall pay to County the full cost of the installation of the Art Park. The full cost shall be determined mutually by the parties upon completion of the installation; however, in no event shall Arts Council pay County more than Fifty Thousand Dollars (\$50,000.00). County agrees to use these funds to pay a contractor to install the Art Park.

- a. Completion of the installation of the Art Park is defined as the full installation of the Environmental Art Park Element 2 Turtle Maze diagram dated 2017 (attached as Exhibit A which is incorporated as if fully set forth herein).
- b. In the event of the termination of the Agreement for Environment Art Park by and between County and the contractor installing the Art Park, Arts Council shall retain any unpaid funds as restricted by the donor(s) until such time as County enters into an agreement with another contractor.
- c. Arts Council, in its capacity as fiscal agent, is not responsible for project work done in excess of \$50,000.00, including, but not limited to cost overruns.

**2. Authority to Contract.** Both parties assure that they possess legal authority to enter into

this Agreement; that resolution, motion or similar action has been duly adopted or passed as an official act of both governing bodies, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of each body to act in connection with the application and to provide such additional information as may be required.

3. **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  
Attn: Assistant County Manager Department of Public Services  
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

**Arts Council:** Arts Council, Inc.  
Attn: Martha L. Linsner, Chairman  
334 N. Mead St.  
Wichita, KS 67202

4. **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.

5. **Amendments.** 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.

6. **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.

7. **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by either party shall not constitute a waiver.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

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

SEDGWICK COUNTY, KANSAS

ARTS COUNCIL, INC.

\_\_\_\_\_  
David M. Unruh, Chairman  
Commissioner, First District

  
\_\_\_\_\_  
Martha Linsner  
President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Karen L. Powell  
Deputy County Counselor

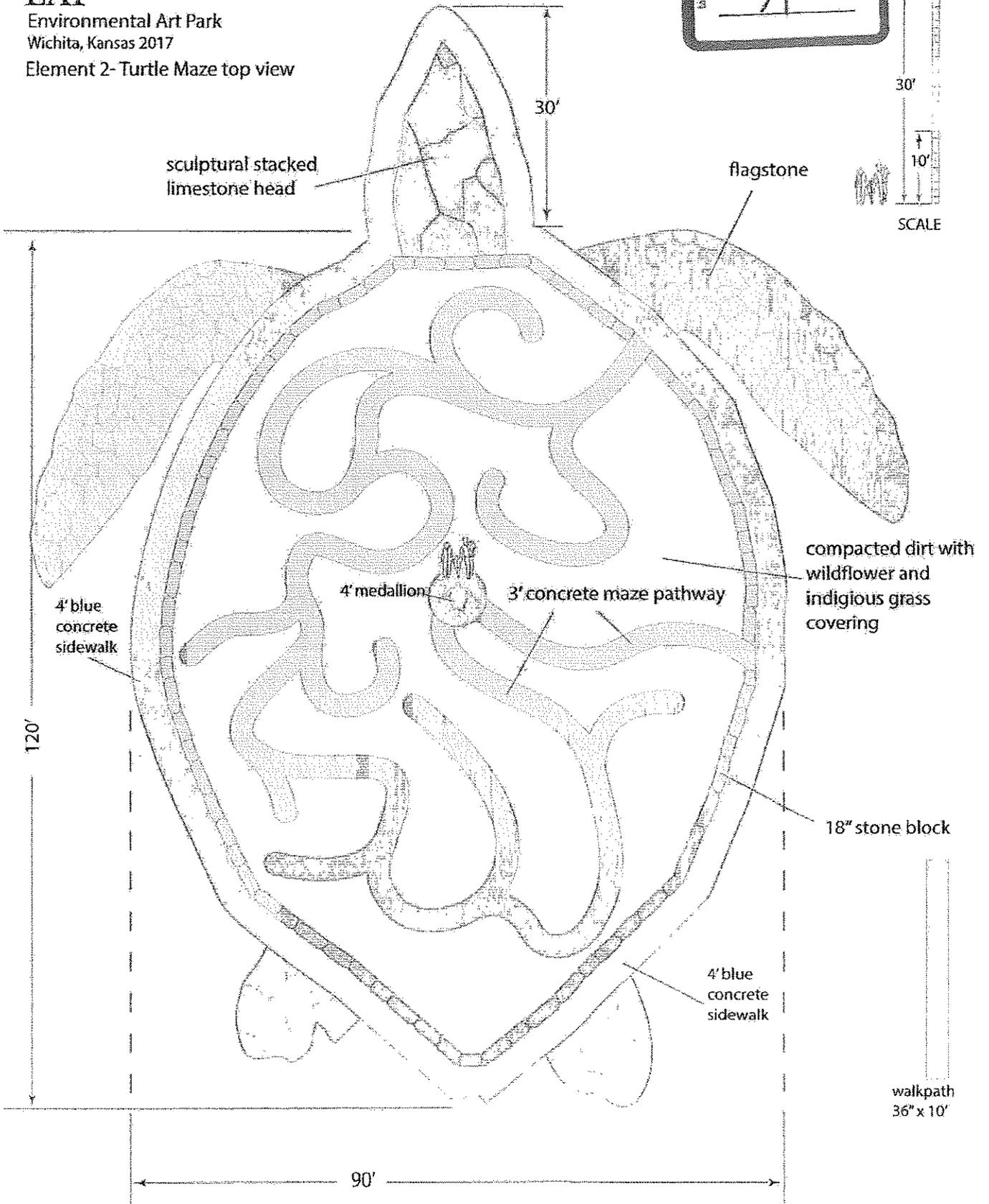
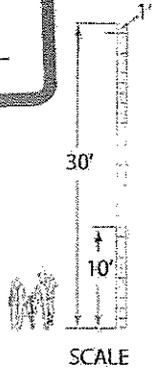
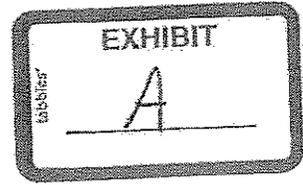
ATTESTED TO:

\_\_\_\_\_  
Kelly B. Arnold  
County Clerk

# EAP

Environmental Art Park  
Wichita, Kansas 2017

Element 2- Turtle Maze top view



**EAP**  
Environmental Art Park  
Wichita, Kansas 2017  
Element 2 - Turtle Maze side view

