

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ____, 2018, by and between Sedgwick County, Kansas, hereinafter collectively referred to as "County," and Janice B. Luth, hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, County desires to contract for the continued services of Employee for the position of President, Chief Executive Officer, of Exploration Place ("President") and,

WHEREAS, it is the desire of Employee to continue employment as President, under the terms and conditions set forth herein.

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

SECTION 1. DUTIES

Employee hereby accepts the position of President and further agrees to perform the functions and duties specified by law and to perform such other legally permissible and proper duties and functions, including but not limited to the following:

1. All duties as set forth in Attachment A – Job Description

Employee further agrees that she shall not engage in any professional activities for financial gain which will cause a conflict of interest or interfere with the effectiveness of her duties as President during the term hereof or any extension thereto. President specifically agrees to be on-call as needed during non-regular office hours to perform the duties as may be ascribed. Nothing herein contained is intended to limit the right of President to write, publish, lecture, study, advise, testify and consult for a fee, provided, however, that such activity does not conflict or interfere with her duties as President.

SECTION 2. TERM

President agrees to commence with her duties as President under this agreement on the 1st day of January, 2018, and continue in said position until December 31, 2019.

SECTION 3. COMPENSATION

A. In return for her services as President, County agrees to pay Employee compensation for all professional services rendered, based on an annual rate, payable in biweekly installments, as follows:

- \$147,592 per annum effective January 1, 2018.

In addition, Employee's compensation may receive an annual increase equal to the increase, if any, to which County employees are entitled. The Exploration Place Inc. Board of Trustees Chairperson will be consulted and provide input into any wage increases.

B. County agrees to make available to Employee those same benefits as County makes available to all County employees, including sick leave, vacation, health insurance, retirement and pension system contributions, holidays, and other fringe benefits, as they now exist or hereafter may be amended, which are not inconsistent with the benefits provided to Employee herein.

County further agrees to grant Employee an additional Twenty (20) vacation days for calendar year 2018 and an additional Ten (10) vacation days for calendar year 2019. These additional vacation days will be awarded and shall be available for use at the beginning of each respective calendar year, and are in addition to the vacation days Employee may accrue under County's vacation policy. Employee is also entitled to use any remaining vacation hours immediately prior to her last day of employment (i.e. "vacationing out"), notwithstanding any County or Department policy or practice to the contrary. Employee is also entitled to carry forward an unlimited number of unused vacation hours at the end of 2018 into 2019. In addition, Employee is entitled to all fixed County holidays.

C. Effective January 1, 2018, County agrees to provide a vehicle allowance to the Employee in the amount of Two-Hundred (\$200) per calendar month. The allowable charges for vehicle allowance include any payment made by the employee for payment, lease payment, maintenance, fuel, taxes, insurance or other direct costs associated with the operation of a vehicle.

SECTION 4. INTEREST OF EMPLOYEE.

Employee covenants that she shall not acquire any interest, direct or indirect, in any other professional capacity that would conflict in any manner or degree with the performance of services required to be performed under this agreement.

SECTION 5. GENERAL PROVISIONS.

A. The text herein, together with Attachment A, shall constitute the entire agreement between the parties hereto.

B. If any provision or portion thereof, contained in this agreement is held to be unconstitutional, in violation of Kansas Statutes or otherwise invalid or unenforceable, that provision or portion thereof shall be excised here from and the remainder of this agreement shall remain in full force and effect.

C. Employee's employment shall be terminated prior to the expiration of the term set forth in Section 2 above upon the occurrence of any of the following events:

1. The death of Employee
2. A mutual agreement between County and Employee of termination of her employment in writing. Exploration Place, Inc. Chairperson of the Board of Trustees must also agree to the termination.
3. Upon the disability of Employee which is defined for purposes of this agreement to be physically and/or mentally unable to competently perform those services required of her hereunder for a period of one hundred and twenty (120) substantially consecutive days or more;
4. A material breach of this agreement, including but not limited to the failure to perform duties assigned consistent with this agreement, and/or the negligent performance of duties assigned.
5. The conviction of any felony offense or other conviction involving falsehood or dishonesty.
6. Upon Employee's resignation.
7. Upon written notice from County, without need for cause.

D. Should Employee's employment be terminated pursuant to the occurrence of any of events 1 through 5 listed in Section 5.C. above, or otherwise for cause, no compensation will be paid for any biweekly period which occurs following the termination. The Exploration Place, Inc. Chairperson of the Board of Trustees will be consulted prior to termination.

E. In the event Employee voluntarily resigns from the position, no compensation will be paid for any biweekly period following the effective date of the resignation. Employee further agrees that should she voluntarily resign prior to the completion of this agreement, she must provide at least 90 days written notice given prior to the beginning of a biweekly pay period, unless said condition is specifically waived by County.

F. Employee's employment may be terminated without cause upon written notice from County. Should Employee's employment be terminated without cause, County will

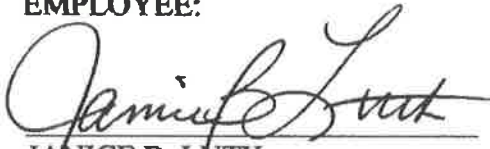
F. Employee's employment may be terminated without cause upon written notice from County. Should Employee's employment be terminated without cause, County will pay to Employee a sum equal to one-half of the annual base salary (i.e., six months' base salary) or the amount of base salary due for the remaining term of the agreement, whichever is less, as total liquidated damages.

G. This agreement shall be governed by and subject to the laws of the State of Kansas applicable to agreements made and to be wholly performed within such state.

H. The provisions of this agreement created hereunder are subject to the Kansas Budget Law (K.S.A. 79-2925, et seq.) and to the Kansas Cash Basis Law (K.S.A. 10-1101 et seq.).

IN WITNESS WHEREOF, County has executed this agreement and Employee has signed and executed this agreement, both in duplicate, the day and year first above written.


EMPLOYEE:


JANICE B. LUTH

SEDGWICK COUNTY, KANSAS

DAVID DENNIS, Chairman

APPROVED AS TO FORM ONLY:



WILLIAM F. DEER
Assistant County Counselor

ATTESTED TO:

KELLY B. ARNOLD, County Clerk