

FUNDING AGREEMENT

by and between:

SEDGWICK COUNTY, KANSAS
And
DERBY HISTORICAL SOCIETY

This Agreement made and entered into this ____ day of _____, 2017, by and between Sedgwick County, Kansas ("County") and Derby Historical Society.

WITNESSETH:

WHEREAS, Derby Historical Society is a non-profit organization seeking to provide funding to replace 18 windows; and

WHEREAS, Derby Kansas will celebrate its 150th anniversary in 2019. The Historical Museum is one of seven sites being recognized during the celebration. They anticipate that an improved building image and this recognition will spur additional interest in the museum; and

WHEREAS, County seeks to provide funding for Derby Historical Society for such windows

WHEREAS, The County deems Derby Historical Society a valuable resource in our community and that these funds are to be used for a public purpose.

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

1. Payment. County shall pay to Derby Historical Society the sum of \$10,000 (Ten Thousand Dollars) for the purpose of funding for the project.

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
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

Derby Historical Society: Derby Historical Society, Inc.
710 E. Market
P. O. Box 1054
Derby, Kansas 67037-1054

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.

[remainder of this page intentionally left blank]

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

SEDGWICK COUNTY, KANSAS

DERBY HISTORICAL SOCIETY

David Dennis
Chairman

Susan K. Swaney
Secretary

APPROVED AS TO FORM ONLY:



William F. Deer
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk