

FUNDING AGREEMENT

by and between
SEDGWICK COUNTY, KANSAS
and
THE SEDGWICK COUNTY FAIR ASSOCIATION

This Agreement is made and entered into this ____ day of _____, 2018, by and between Sedgwick County, Kansas ("County") and The Sedgwick County Fair Association, a not for profit corporation duly organized under the laws of the State of Kansas ("Association" or "Contractor").

WITNESSETH:

WHEREAS, Association has submitted a request to County for funding of a service that will benefit residents of Sedgwick County; and

WHEREAS, it is in the best interest of the County, the Association, and the general public that a new funding agreement which supersedes all other funding agreements be entered into between the parties; and

WHEREAS, in consideration for Association's continued operation, the parties have agreed on certain levels of County funding to Association.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter contained, County and Association hereby agree as follows:

1. **Purpose.** The sole purpose of this Agreement is to define the financial relationship between the County and the Association as it relates to funding of the Sedgwick County Fair by the County.

2. **Term.** The term of this Agreement is for one (1) year commencing January 1, 2019, and ending December 31, 2019.

3. **Services.** Association shall provide the services and programs as those services and programs are detailed within Association's "Application for Sedgwick County Funding in 2019," which is attached hereto and incorporated herein by reference (Appendix A-B) as part of this Agreement.

4. **County Funding and Reports.** In return for Association's performance of the services and programs specified in Appendix AB, County agrees to provide the following funding to Association in County fiscal year 2019: TWENTY-NINE THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS AND NO CENTS (\$29,427.00).

Funding shall be distributed in one (1) payment. This payment shall be made during the first quarter of 2019.

Prior to any distribution of funding, Association shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County may request pertaining to matters covered by this Agreement. Association shall furnish this information no later than the tenth (10th) day of January, 2019.

County reserves the right to withhold payment if County believes that Association will not spend such County funding in the manner dictated by this Agreement.

5. **Incorporation of Documents.** Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment) and Appendix B (Association's Application for Sedgwick County Funding in 2019) are attached hereto and are made a part hereof as if fully set forth herein.

General Terms and Conditions

6. **Contractual Relationship.** It is agreed that the legal relationship between Association and County is of a contractual nature. Both parties assert and believe that Association is acting as an independent contractor in providing the services and programs required by County hereunder. Association is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Association, or employees of Association, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Museum, or employees of Association, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Association.

7. **Authority to Contract.** Association assures it possesses legal authority to contract under this Agreement; that resolution, motion or similar action has been duly adopted or passed as an official act of Association's governing body, 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 Association to act in connection with the application and to provide such additional information as may be required.

8. **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 Manager's Office
Attn: Assistant County Manager, Department of Public Services
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

Association: The Sedgwick County Fair Association
Attn: Steve Gegen, Treasurer
P.O. Box 460

9. Termination

A. For Cause. In the event of any breach of the terms or conditions of this Agreement by Association, or in the event of any proceedings by or against Association in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Association on account thereof, by written notice, terminate immediately all or any part of this Agreement and Association shall be liable to pay to County any excess cost or other damages caused by Association as a result thereof.

B. For Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Association shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County shall allow full credit to Association for the grant share of the non-cancelable obligations properly incurred by Association prior to termination.

C. Due to Reduction in Funds. 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.

10. Complete Agreement. This Agreement and the documents incorporated herein contain 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.

11. 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.

12. 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.

13. 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.

14. Nondiscrimination and Workplace Safety. Association agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement.

15. Retention of Records. Unless otherwise specified in this Agreement, Association agrees to preserve and make available to County at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

16. Inspection/Audit of Facilities and Records of Association. County shall have the right of inspection of Association's facilities and records at any time during Association's regular business hours, and at any other time provided that County gives Association twenty-four (24) hours' notice of its intent to inspect. This right of inspection shall include the right to monitor and inspect Association's programs as well as the right to inspect all books containing any type of participant data or financial documentation relating to funding provided by County.

Association shall annually submit to County appropriate financial documentation and/or records audited concerning use of County's funds. It is understood at the time of the signing of this Agreement that Association's financial matters are currently, and will remain so during all times relevant to this Agreement, audited annually by a firm of certified public accountants pursuant to a policy established by Association's governing body.

17. Open to the Public. All services and programs rendered by Association that are funded by County funds shall be open to the general public, pursuant to any admission charges as may be determined by Association from time to time.

18. Signs/Decals. Association agrees to allow County, upon County's request, to place sign(s) and/or decal(s) on Association's premises (e.g., at the front entrance to the facility, vehicle doors, etc.). Said locations shall be mutually agreed upon in advance by the parties hereto. Said sign(s) and/or decal(s) shall state: "A portion of the funding for this program is provided by the Board of County Commissioners," or similar agreed-upon language evidencing County's contributions to Association's operations.

19. Sale of Cereal Malt Beverages. The parties agree that Association may allow the sale of cereal malt beverages as part of the county fair activities. Association agrees to comply with all laws applicable to such sales and to require any vendors or operators conducting sales to do so also.


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IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement by signature of their duly authorized officers the day and year first above written.

SEDGWICK COUNTY, KANSAS:

David T. Dennis, Chairman
Commissioner, Third District

THE SEDGWICK COUNTY FAIR ASSOCIATION



Steve Gegen
Treasurer

APPROVED AS TO FORM ONLY:

Michael L. Fessinger
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

IMPORTANT INFORMATION REGARDING APPLICATION FOR BENEFITS

This form is to be attached to the proof of Loss Claim Statement when a claim is submitted to Reliance Standard Life. Please be sure that all responsible parties completing and filing a claim for benefits are aware of the following statements which concern claim fraud and abuse:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

State of California

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State of Florida

Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing false, incomplete or misleading information is guilty of a felony of the third degree.

State of New Jersey

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

State of New York

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

State of Ohio

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

State of Oregon

Any person who, with an intent to knowingly defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be subject to prosecution for insurance fraud.

State of Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.