

## AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of December, 2016, by and between the City of Lawrence, Kansas, a municipal corporation (“the City”) and Lawrence Sports Corporation, a Kansas not-for-profit corporation (“LSC”).

## RECITALS

**WHEREAS**, on September 15, 2015, the City’s Governing Body approved a request to contribute a maximum of \$150,000, over three years, for the 2017 USA Track and Field (USATF) Junior Olympics National Championship (“the Junior Olympics Event”), conditioned upon the USATF selecting Lawrence, Kansas, as the site for the 2017 Junior Olympics Event;

**WHEREAS**, USATF announced on December 5, 2015, that Lawrence, Kansas was selected as the site for the Junior Olympics Event scheduled to occur in July, 2017;

**WHEREAS**, the City, prior to November 16, 2016, disbursed to eXplore Lawrence, Inc., a not-for-profit corporation formed to perform travel and tourism promotion activities in Lawrence, Kansas (“eXplore Lawrence”), \$115,000 in support of the Junior Olympics Event, and eXplore Lawrence and/or LSC spent \$47,149.78 on the Junior Olympics Event;

**WHEREAS**, since that time, eXplore Lawrence has returned to the City the remaining \$64,840.22 of unspent funds for the Junior Olympics Event;

**WHEREAS**, eXplore Lawrence and LSC have organized separately, and LSC is taking the lead to prepare for, organize, and oversee the hosting of the Junior Olympics Event; and

**WHEREAS**, the City and LSC desire to set forth the terms under which the City’s remaining financial contribution in support of the Junior Olympics Event will be made.

## TERMS

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Host Services by LSC.** LSC represents and warrants that it has the experience and ability to perform the Junior Olympics Event host services; LSC further represents and warrants that it will perform said services in a professional, competent, and timely manner.
2. **City’s Contributions.** The City agrees to provide a maximum of \$102,840.22 in support of the Junior Olympics Event, as set forth in this Agreement which, together with the \$47,149.78 already contributed by the City to date on the Junior Olympics Event, totals \$150,000. Other than payments already made in behalf of the Junior Olympics Event and, subject to the payment schedule set forth in in Paragraph 4, *infra*, the City shall have no other or further obligations related to the Junior Olympics Event.

3. **Payment for Services.** LSC agrees to coordinate and secure essential services for the Junior Olympics Event, and the City agrees to pay for certain of those items, subject to the terms and conditions that follow. (However, in no event shall the City pay more than \$102,840.22, which sum equals \$150,000 authorized by the governing body less the \$47,149.78 already spent on the Junior Olympics Event).

- (a) For each of the items listed below, the City agrees to pay or to reimburse LSC therefor, but in no event shall the amount paid for the items exceed the sum of \$35,000.00. However, the City shall not make any such payment until the following conditions are met: (i) the City receives an invoice or other statement from the vendor acceptable to the City for the services rendered; and (ii) LSC transmits to the City written approval, stating that the invoice or statement is a true and accurate statement of the services rendered. Those items are as follows:

October 23-24, 2016, USATF Site Visit	\$1,000.00
December USATF Annual Meeting	\$1,000.00
Market/Sponsorship USATF Youth Workshop	\$4,000.00
Advanced purchase of airfare for USATF Meet Management	\$17,000.00
April USATF Site Visit	\$7,000.00
Purchase of Junior Olympics Event Signage	\$5,000.00
	<b>\$35,000.00</b>

- (b) Regarding the remaining \$67,840.22 (\$102,840.22 less the \$35,000.00 paid above), the City agrees to make payments directly to the vendors as prioritized in Table 1, until the \$67,840.22 or the list of vendors is expended, whichever occurs first. However, the City shall not make any such payment until the following conditions are met: (i) the City receives an invoice or other statement from the vendor acceptable to the City for the services rendered; and (ii) LSC transmits to the City written approval, stating that the invoice or statement is a true and accurate statement of the services rendered. If any other terms of agreement are necessary with any of the vendors identified below, those terms are subject to prior City approval (e.g., requests for payment before services are rendered, etc.).

**Table 1**

<b>Service</b>	<b>Vendor</b>	<b>Estimated Cost</b>
Police Security	KU Police Dept., Lawrence Police Dept., Douglas County Sheriff's Office	\$20,000.00
Emergency Medical Services	Lawrence-Douglas County Fire Medical Dept.	\$15,000.00
Sports Pavilion Lawrence rental	City Parks & Rec. Dept.	\$5,000.00
Rock Chalk Park rental	Kansas Athletics, Inc.	\$21,000.00
On-site medical support	Vendor to be determined.	\$6,840.22
	<b>Amount not to exceed:</b>	<b>\$67,840.22</b>

4. **City's Cap on Contributions.** The City will pay the actual costs of the items and services set forth in Paragraph 4(a) and Paragraph 4(b), Table 1, *supra*, provided that the City's contribution for the total of said services shall not exceed \$102,840.22. If the actual costs for the items and services listed in Paragraph 4(a) and Paragraph 4(b), Table 1, *supra*, are less than \$102,840.22, the City shall pay the vendors for the services set forth above, and shall have no further obligation to LSC or any of its employees, agents, vendors, suppliers, or service providers.
5. **Coordination with City Manager.** LSC shall coordinate services and requests for payment through the City Manager or his designee.
6. **Indemnification and Insurance.** LSC agrees to indemnify, defend, save, and hold harmless the City, including the City's officers, commissioners, agents, employees, grantees, and assigns, from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise out of, or are in any way related to LSC's host services for the Junior Olympics Event on account of any injury to persons or damage to property. LSC further agrees to obtain and maintain through the conclusion of the Junior Olympics Event, general liability insurance with limits not less than \$1,000,000. Said insurance shall be written by an insurance carrier authorized to transact insurance in the State of Kansas, and shall name the City as an additional insured.
7. **Audit.** LSC shall keep proper books of records and account, in which full and correct entries shall be made of all dealings or transactions of or in relation to LSC's business and affairs related to the Junior Olympics Event or this Agreement, in accordance with generally accepted accounting principles. At reasonable times and upon reasonable prior notice, LSC agrees to allow representatives and agents of the City to inspect all books and records, invoices or other financial information related to the City's financial contribution for the Junior Olympics Event.
8. **Term.** This Agreement shall expire upon completion of the Junior Olympics Event, unless terminated by the parties earlier in accordance with this Agreement.
9. **Authorization.** Each of the persons executing this Agreement, in behalf of his/her respective parties, represent and warrant that he/she has the authority to bind the party in behalf of whom the Agreement is executed, and that all acts requisite to that authorization to enter into and to execute this Agreement have been taken and completed.
10. **Termination.** Either party may terminate this Agreement upon thirty (30) days prior written notice.
11. **Binding Effect.** This Agreement shall, at all times, be binding upon the City and LSC, and all parties claiming by, through, or under them. LSC may not assign any rights or obligations under this Agreement to any third-party without the City Manager's prior written consent.

12. **Force Majeure.** Neither party shall be deemed to be in default under this Agreement to the extent that any delay in performance results from any cause beyond its reasonable control and without its intentional act or negligence.
13. **Independent Contractor.** In no event, while performing under this Agreement, shall LSC, its employees, agents, officers, or directors be deemed to be acting as an employee of the City; rather, LSC, its employees, officers, and directors shall be deemed to be an independent party. Nothing expressed herein or implied herein shall be construed as creating between LSC and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.
14. **Severability.** If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.
15. **Governing Law.** This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Kansas.
16. **Entire Agreement.** This Agreement represents the entire agreement between the City and LSC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and LSC.
17. **Recitals.** The recitals set forth above are incorporated herein by reference as if set forth in full.

**CITY OF LAWRENCE, KANSAS,** a  
municipal corporation

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THOMAS M. MARKUS  
City Manager

**LAWRENCE SPORTS CORPORATION,**  
A Kansas not-for-profit corporation

**DocuSigned by:**

12/14/2016

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STEVE SCHWADA F8D88DF36DD24C7...  
President