

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 up to \$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 has as of 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 has/have spent \$47,149.78 on the Junior Olympics Event;

WHEREAS, eXplore Lawrence returned to the City \$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.

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. **Recitals.** The recitals set forth above are incorporated herein by reference.
2. **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 it will perform said services in a professional, competent, and timely manner.
3. **City’s Contributions.** The City agrees to provide up to \$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 on behalf of the Junior Olympics Event and paying certain vendors directly upon receiving a satisfactory invoice or statement as

set forth in Paragraph 4 and Table 1 below, the City shall have no other obligations related to the Junior Olympics Event.

4. **Payment for Services.** LCS agrees to coordinate and secure essential services for the Junior Olympics Event, and the City agrees to pay the service providers directly, up to the stated amounts in Table 1 for the stated items and services, but in no case shall the City pay more than \$102,840.22 (This sum equals \$150,000 authorized by the governing body less the \$47,149.78 already spent on the Junior Olympics Event). City shall make payment directly to the vendors in Table 1 after City receives the following: (a) receipt of an invoice or other statement from the vendors acceptable to the City for the services rendered; and (b) approval by LSC that the invoice or statement is a true and accurate statement of the services rendered. If any other terms of agreement are necessary with the vendors identified below, those terms are subject to prior city approval (i.e. requests for payment before the services are rendered).

Table 1

Service	Vendor	Cost
Rock Chalk Park rental	Kansas Athletics, Inc.	\$21,000.00
Sports Pavilion Lawrence rental	City Parks & Rec. Dept.	\$5,000.00
Emergency Medical Services	Lawrence-Douglas County Fire Medical Dept.	\$15,000.00
Police Security	KU Police Dept., Lawrence Police Dept., Douglas County Sheriff's Office	\$20,000.00
Portable Restrooms	Vendor to be determined	\$22,000.00
On-site medical support	Vendor to be determined.	\$7,500.00
Scoreboard, sound operators	Vendor to be determined	\$10,000.00
Back-up generators	Vendor to be determined	\$2,000.00
Contingency	-----	\$340.22
Total		\$102,840.22

5. **City's Cap on Contributions.** The City will pay the actual costs for the services set forth in Table 1 above, provided that the City's contribution for the total of said services shall not exceed \$102,840.22. If the actual costs for the services 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 LCS or any of its employees, agents, vendors, suppliers, or service providers.
6. **Coordination with City Manager.** LSC shall coordinate services and requests for payment through the City Manager or his designee.
7. **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.

8. **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.
9. **Term.** This Agreement shall expire upon completion of the Junior Olympics Event, unless terminated by the parties earlier in accordance with this Agreement.
10. **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.
11. **Termination.** Either party may terminate this Agreement upon thirty (30) days prior written notice.
12. **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.
13. **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.
14. **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.
15. **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.

16. **Governing Law.** This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Kansas.
17. **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.

CITY OF LAWRENCE, KANSAS, a
municipal corporation

THOMAS M. MARKUS
City Manager

LAWRENCE SPORTS CORPORATION
A not-for-profit corporation

STEVE SCHWADA
President