

AGREEMENT FOR THE USE OF CITY GUEST TAX FUNDS

THIS AGREEMENT FOR THE USE OF CITY GUEST TAX FUNDS is made this 20 day of January, 2021, by and between the City of Lawrence, Kansas, a municipal corporation, and Downtown Lawrence, Inc., a Kansas not for profit corporation.

RECITALS

- A. At its November 10, 2020, regular meeting, the Governing Body of the City of Lawrence, Kansas ("City"), a municipal corporation, approved the recommendation of the City Manager and authorized the City Manager to enter into an agreement with Downtown Lawrence, Inc. ("Grantee"), a Kansas not for profit corporation, whereby Grantee would receive a grant from the City Guest Tax Fund in the amount of \$49,000.00.
- B. The application for funds, as approved and amended by the Governing Body, states that the grant will be used to fund General Operations ("the Project"). The Project proposes to achieve the following outcomes: to serve 500,000 clients; to provide economic development and business development opportunities for all downtown businesses; and, to increase and expand local and regional marketing efforts.
- C. This Agreement for the Use of City Guest Tax Funds ("Agreement") memorializes the terms of that agreement and grants to Grantee the sum of \$49,000.00 from the City Guest Tax Fund for completion of a portion of the Project, subject to Grantee's execution of this Agreement and compliance with its terms.

NOW, THEREFORE, in light 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:

TERMS

SECTION 1. Grant of Funds. In consideration of Grantee's completion of its portion of the project, the City hereby grants to Grantee the sum of **FOURTY-NINE THOUSAND DOLLARS AND NO CENTS** (\$49,000.00).

SECTION 2. Grantee's Covenants. As consideration for the receipt of the grant of funds, Grantee agrees and covenants that it will expend said funds in accordance with:

- (a) All applicable federal, state, and local laws; and

- (b) The recommendation of the City Manager, as approved by the Governing Body, which provides that said funds will be used to complete the Grantee's Project outcomes.

SECTION 3. Disbursement of Funds.

- (a) The Grantee shall, in writing, request the disbursement of funds on Grantee's official letterhead.
- (b) Unless otherwise agreed to in writing, requests shall be submitted no more than twice a year.
 - (i) A request for fifty percent (50%) of the Grantee's total allocation shall be submitted on or after March 1, 2021.
 - (ii) A request for the remaining fifty percent (50%) of the Grantee's total allocation shall be submitted on or after September 1, 2021.
- (c) The first one-half (or 50%) of the Grantee's total allocation shall be disbursed to Grantee no earlier than April 1, 2021, and the second one-half (or 50%) of the Grantee's total allocation shall be disbursed to Grantee no earlier than October 1, 2021.
- (d) In accordance with the Kansas Cash-Basis Law of 1933, codified as amended at K.S.A. 10-1101 *et seq.*, the City retains the right to unilaterally adjust the amount of the disbursement if the Governing Body determines that insufficient public funds exist to fully fund Grantee at level set forth in this agreement.

SECTION 4. Reporting Requirements.

- (a) The Grantee shall deliver a final report to the Governing Body at the completion of the Project, which shall outline what was accomplished with the outlay of City funds. **The final report shall be due February 15, 2022.**
- (b) The Grantee agrees to comply with K.S.A. 45-240, which requires not-for-profit entities receiving public funds to document and make available the receipt and expenditures of such funds.

SECTION 5. Retention and Access to Records.

- (a) The Grantee will give the City or any other authorized representatives of the City access to and the right to examine all records related to the expenditure of City funds.
- (b) The Grantee shall keep financial records and all other records pertaining to the Project being funded for a minimum of three (3) years.
- (c) The City may, at its sole option, conduct an audit related to this funding agreement.
- (d) The Grantee shall, upon the City's request, make its records, employees, and property available to the City, promptly.

SECTION 6. Withholding of Payment. The City shall retain the authority to withhold any and all payments to the Grantee if, in the sole judgment of the City, the proposed or continued use of the funds violates the terms of this Agreement, any applicable law, or is contrary to the appropriate use of public funds.

SECTION 7. Term. This Agreement will terminate upon Grantee's delivery of the final report or upon the joint agreement of the parties, whichever occurs earlier.

SECTION 8. Compliance with Equal Opportunity Laws, Regulations, and Rules.

- (a) Grantee agrees that it shall comply with all provisions of the Kansas Acts Against Discrimination of 1953 ("KAAD"), codified as amended at K.S.A. 44-1001 *et seq.*, and the Kansas Age Discrimination in Employment Act of 1983 ("KADEA"), codified as amended at K.S.A. 44-1111 *et seq.* and shall not discriminate against any person, in the course of performing under this Agreement, because of that person's race, sex, religion, color, national origin, age, ancestry, familial status, sexual orientation, disability, or gender identity.
- (b) In all solicitations or advertisements for employees, Grantee shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("KHRC").
- (c) In any subcontract, grantee agrees to include the language of this Section applicable to any subcontractor hereunder.
- (d) Grantee also agrees to comply with the American with Disabilities Act of 1990 ("ADA"), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be

SECTION 14. Captions. The Captions of this Agreement are for convenience only and are not meant by the parties to define, limit, or enlarge the scope of this Agreement or its terms.

SECTION 15. Recitals. The recitals set forth at the beginning of this Agreement are adopted and incorporated herein by reference as if set forth in full and shall be effective as if repeated *verbatim*.

SECTION 16. Governing Law. This Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

SECTION 17. Severability. In the event that any provision of this Agreement shall be held invalid and unenforceable, the remaining portions of this contract shall remain valid and binding upon the parties.

[SIGNATURE PAGES FOLLOW]

GRANTEE:
DOWNTOWN LAWRENCE, INC., a
Kansas not for profit corporation

Signature: *Sally Zogry*

Printed Name: Sally Zogry

Title: Executive Director

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) SS:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 5th day of January, 2021, before me the undersigned, a notary public in and for the County and State aforesaid, came Sally Zogry, as Executive Director of Downtown Lawrence, Inc., a Kansas not for profit corporation, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Tami Wise
Notary Public

My Appointment Expires: 11-16-2021

