

**** AGENDA ****

City Commission Study Session

Wednesday, September 30, 2020

Municipal Court Room

518 Mechanic Street

10:00 a.m.

- Review Current CVB and RDA Agreements and Proposed Emporia Main Street Agreement.
- CARES/Spark Update
- Library Opening Update

No Luncheon

Tentative Agenda for October 7th Commission Meeting at 1:30 p.m.

- Consent Agenda
- Public Comment
- Report from City Manager on City Activities
- City Commission Reports and Comments

**If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact Jeff Lynch, City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4275 or jlynch@emporia-kansas.gov*



memo

TO: City Commission
CC: Mark McAnarney, City Manager
FROM: Christina Montgomery, City Attorney
DATE: September 23, 2020
SUBJECT: Review of Contribution Agreements

Attached are copies of the current agreements with the Emporia Area Chamber of Commerce and the Emporia Regional Development Association as well as the proposed contract with Emporia Main Street with updates discussed at the study session on September 23, 2020. The Commission has requested a review and comparison of these agreements.

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of April, 2013, by and between the City of Emporia, Kansas, a municipal corporation, hereinafter referred to as "City" or "Governing Body", and the Emporia Area Chamber of Commerce, Inc., a Kansas nonprofit corporation, hereinafter referred to as "Chamber".

WITNESSETH

WHEREAS, the City pursuant to K.S.A. 12-1696 et seq and Charter Ordinance No. 31 levies a transient guest tax in the City of Emporia, Kansas, for the purpose of providing revenues to promote tourism and conventions in the City of Emporia and has appointed a Convention and Visitors Advisory Board (hereinafter "CVAB"); and

WHEREAS, the City and the Chamber wish to continue to improve the City of Emporia by expanding tourism and conventions; and

WHEREAS, the City desires to secure professional services in connection with the promotion and advertising of the City of Emporia in order to ensure the widest possible dissemination of factual information associated with programs for tourism and conventions; and

WHEREAS, the Governing Body of the City deems it advisable and proper to contract with the Chamber to render certain technical and professional services associated with convention and tourism programs upon the terms and conditions contained herein.

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

1. The City does hereby engage and retain the Chamber to provide certain technical, professional and managerial services associated with the operation and management of a

Convention and Visitors Bureau and the promotion of tourism and conventions in accordance with the terms and conditions contained herein and the Chamber does hereby agree to accept such engagement and to discharge its duties in accordance with such terms and conditions.

2. Prior to May 1 of each year or other date as set by the City Manager, the Chamber shall submit to the City a proposed convention and tourism program and budget for the forthcoming calendar year, hereinafter referred to as the "Program". Chamber shall obtain approval of said Program from CVAB prior to submittal of the Program to the City. Said Program shall reflect the proposed expenditures to be made, the purposes of such expenditures, contain detailed performance criteria and goals, and be otherwise in such form and contain such information as is acceptable to the City. Upon approval the Chamber agrees to perform and carry out the Program in a manner satisfactory to the City. In the event the Governing Body has not approved the Program for the following year by August 25, the parties agree to enter into good faith mediation. The final decision regarding the Program shall reside with the City. Failure of the City to approve, in its sole discretion, the proposed Program prior to January 1 of the forthcoming year shall cause the agreement to be deemed null and void with no further force and effect. The parties acknowledge that a proposed Program has prior to this agreement been proposed and accepted for calendar year 2013.
3. The term of this agreement shall be for the period of one year, commencing the first day of January and ending on the thirty-first day of December of each year, renewing annually upon the acceptance and approval by the Governing Body of a Program to be submitted by the Chamber in a form as set forth in paragraph 2 of this agreement. This

agreement shall take effect June 1, 2013. The Program for the 2013 fiscal year shall remain in effect through December 31, 2013. The parties agree that all terms and conditions herein shall be complied with by the parties upon execution of this agreement except that a retreat shall not be required for 2013.

4. In consideration of the services to be provided hereunder by the Chamber, the City shall pay to the Chamber, the total sum specified by the Program, such as but not limited to rent, utilities and other shared costs, as approved by the Governing Body. The first installment shall be paid upon receipt of the first quarterly payment from the State Treasurer, and then each quarter thereafter, until the sum is paid in full. Each quarterly installment shall be comprised of the full amount available in the fund, unless a lesser sum is necessary to satisfy in full the sum specified in the Program. The Chamber shall provide each month a monthly statement containing itemized explanations of the line item expenditures for the preceding month and certifying that all monies received under this agreement have been expended for only those services and activities outlined in the Program.
5. The Chamber shall establish and maintain separate records with respect to all matters covered in this agreement, and specifically in accordance with the following provisions:
 - a. All cost shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, vouchers, orders and other accounting documents shall be clearly identified and readily accessible. The Chamber shall retain all records with respect to all matters

covered by this agreement for period of two (2) years after completion of the annual period covered by this agreement.

- b. The Chamber shall at any time during normal business hours make available to the City or its designated representative all records pertaining to the matters covered by this agreement for inspecting and auditing for compliance with the Program. Upon the request of the City, the Chamber shall provide copies of any such documentation, statements, records, reports, or data to the City as may be requested pertaining to the matters covered by this agreement.
 - c. The Chamber shall prior to April 30 of the year provide to the City an accounting of receipts and expenditures in accordance with generally accepted accounting principles with respect to the activities conducted and funds expended pursuant to this agreement in the preceding year. Such accounting shall contain specific listing of all capital expenditures made during the preceding year.
6. During the term of this agreement the Chamber shall provide monthly written reports to the City Manager and members of the City Commission, detailing its activities for the prior month with respect to the promotion of the tourism and conventions in the City pertaining to the activities authorized pursuant to this agreement, and shall additionally provide oral reports to the Convention and Visitors Advisory Board as noted in Paragraph 9 herein and to the Governing Body of the City as may be requested by the City.
7. Notwithstanding the fact that the City has approved and funded the Program pursuant to this agreement or that this agreement has been partially performed by the parties hereto, either party hereto shall have the right to cancel this agreement at any time by providing

sixty (60) days written notice of cancellation of this agreement to the other party, and this agreement shall be forthwith canceled and terminated. The City agrees that if it terminates the agreement it will pay all expenditures made pursuant to this agreement prior to the notice of termination being received by the Chamber so as to hold the Chamber harmless for committed expenditures made on behalf of the City. Upon cancellation or termination of this agreement no further funds shall be payable or paid hereunder; and all funds remaining in possession of the Chamber at the time of a cancellation notice shall be forthwith returned to the City. For the purposes of this paragraph, notice shall be deemed to be given by one party and shall be received by the other when the said notice is deposited in an envelope addressed to the receiving party at its last known address in the United States mail with postage prepaid. Upon breach of this agreement by the Chamber, the City by given written notification to the Chamber, may withhold any convention and tourism monies and terminate this agreement immediately. A breach may include, but not be limited to, the failure to comply with any or all items contained within this agreement, exhibit, and/or provision of any subsequent contractual amendments executed relative to this agreement.

8. The Chamber represents that it has, or will secure, all personnel required to perform the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All services required hereunder shall be performed by the Chamber or under its supervision, and all personnel engaged in the work shall be fully qualified.
9. The Chamber agrees to cooperate fully with the Convention and Visitors Advisory Board, appointed by the City, and shall regularly consult CVAB for its recommendations

concerning the programs and expenditures for the promotion of conventions and tourism in the City of Emporia, Kansas. Chamber shall consult the CVAB Chairman and City Manager for its recommendation regarding the hiring and termination of the Convention and Visitors Bureau Executive Director, including appointing the CVAB Chairman and City Manager to the search committee if one is formed. The parties agree that the final employment decisions shall reside with the Chamber. Chamber shall appoint one (1) Executive Committee member as a liaison to the CVAB Board. Chamber shall permit CVAB to appoint one (1) *ex officio* non-voting member to the Chamber Board. Chamber shall permit CVAB to appoint one (1) member to the Chamber Finance Committee, who shall be responsible for reviewing and approving the monthly billing by the Chamber to the CVB.

10. The Chamber agrees to hold an annual retreat with CVAB members to establish goals for the year. Said retreat shall be held no later than February 28 unless a later date is mutually agreed to by the Chamber and CVAB. The City shall be invited and permitted to participate in any and all retreat sessions.
11. It is specifically agreed between the parties that this agreement does not create a joint venture agreement, partnership, employment agreement or agency agreement between the parties, and the Chamber agrees to indemnify and hold harmless the City and any of its agents or employees from any and all liability for claims or causes of action of any person, firm or corporation, or of any entity for damages of any type whatsoever that might be sustained by virtue of the activities carried out by the Chamber.
12. The Chamber covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of

- the services required to be performed under this agreement, including any CVB funds being restricted to use at Chamber members only. The Chamber further covenants that in the performance of this agreement, no person having any such interest shall be employed.
13. No officer, member or employee of the City, member of Governing Body or other public official of this locality who exercise any functions or responsibilities in the review or approval of the undertaking of the terms of this agreement, shall participate in any decision relating to this agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.
 14. The Chamber shall not assign or transfer any interest this agreement without prior written consent of the City.
 15. No recipient or proposed recipient of any funds, services, or other assistance under the provisions of this agreement or any program related to this agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this agreement on the grounds of race, color, sex, religion, national origin, ancestry, physical handicaps, disability, or age.
 16. All parties shall comply with applicable laws, ordinances, and codes of the State of Kansas and local governments.
 17. In the event of this agreement results in a book or other copyrightable material, the author is free to copyright the work, but City reserves a royalty-free, non-exclusive, irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyright material and material which can be copyrighted.

18. All office equipment, materials, and other personal property purchased with funds provided to the Chamber pursuant to this agreement shall be the sole and exclusive property of the City. In the case of termination or expiration of this agreement all such personal property in possession of the Chamber shall be delivered to the City immediately upon such termination.
19. The City may reduce the amount of funds authorized pursuant to this agreement if during the term of this agreement budget restrictions or reductions are placed upon the transient guest tax due to unforeseen circumstances. These circumstances include, but not limited, to unforeseen short falls in collections of tax revenues.
20. The Convention and Visitor's Bureau cash carry-forward shall be limited to twenty-five percent (25%) of the prior year's budget. The calculation of the cash carry-forward shall be determined within thirty (30) days of the close of the fiscal year. Any cash carry-forward in excess of the limit shall be remitted to the City by the following February 15.
21. In order to provide necessary flexibility for the most effective execution of this project, from time to time, when both parties mutually agree, changes to this agreement may be effected by placing them in written form and incorporating them into this agreement as an amendment.
22. The Chamber will cooperate fully with the City and consult with the City in receiving recommendations concerning programs to be implemented and expenditures to be made.
23. It is understood and agreed between the parties that this agreement replaces a current agreement between these parties, dated December 15, 1993 and amendment dated December 20, 2000, both agreements which will terminate upon the effective date of June 1, 2013.

24. Time is of the essence of this agreement.

IN WITNESS HEREOF, the parties hereto have executed this agreement as of the date and year first above written.

CITY OF EMPORIA, KANSAS

By:


Bobbi Mlynar, Mayor

Attest:

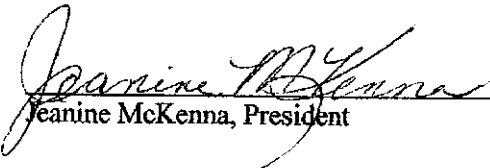

Kerry Sull, City Clerk

EMPORIA AREA CHAMBER OF COMMERCE,
INC

By:


Jose Feliciano, Chairman of the Board

Attest:


Jeanine McKenna, President

CONTRIBUTION AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of July, 1995 by and between the City of Emporia, Kansas, a municipal corporation, hereinafter referred to as "City", and the Regional Development Association of East Central Kansas, Inc., a Kansas non-profit corporation, hereinafter referred to as "RDA".

WITNESSETH:

WHEREAS, the City appropriates certain tax dollars for the purpose of industrial development through the attraction and retention of industry in the City of Emporia, which purpose is a principal mission of the RDA; and

WHEREAS, the City and the RDA wish to continue to improve the City of Emporia and its environs by expanding economic growth, providing new diversified job opportunities, and by insuring that needed skilled workers are available to meet the needs of industry; and

WHEREAS, the City desires to make a contribution to the RDA to support its plan of work and thus secure professional services in connection with the marketing of the City of Emporia, insure the widest possible dissemination of factual information associated with industrial development and stimulate economic growth; and

WHEREAS, the Governing Body of the City deems it advisable and proper to make such contribution to the RDA procuring certain technical and professional services and policy recommendations associated with industrial development upon the terms and conditions contained herein.

City of Emporia/RDA Agreement

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

1. The City does hereby agree to make a contribution to the RDA to procure certain technical and professional services and policy recommendations associated with industrial development in accordance with the terms and conditions contained herein and the RDA does hereby agree to accept such contribution in accordance with such terms and conditions.

2. In consideration of the services to be provided by the RDA, the City shall contribute to the RDA a sum as set forth in the schedule attached hereto at Exhibit A in support of the plan of work outlined in the RDA's annual operating budget, a copy of which is attached hereto at Exhibit B and incorporated by reference herein, such amount (and any contributions authorized on an extended term) to be paid in equal quarterly installments on or before the 15th day of the months of February, May, August, and November. Payment of the February and May, 1995 installments is hereby acknowledged. The RDA shall provide on or before the 15th of each month a monthly statement containing itemized explanations of the expenditures for the preceding month and certifying that all monies received under this agreement have been expended only for those services and activities outlined in the plan of work.

3. The RDA shall establish and maintain separate records

City of Emporia/RDA Agreement

with respect to all contributions covered in this agreement, and specifically in accordance with the following provisions:

a. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, vouchers, orders and other accounting documents shall be clearly identified, readily accessible, and retained for a period of two years after the completion of the annual period covered by this agreement. The RDA shall at any time during normal business hours make available to the City or its designated representative all financial records identified herein for inspecting and auditing for compliance with the annual approved appropriation and upon request the RDA shall provide copies of any such documentation to the City.

b. The RDA shall, prior to May 15, 1996 and by May 15 of the year following any extended term provide to the City an independent financial review prepared as to the activities conducted and funds expended pursuant to this agreement in the preceding year.

4. During the initial and any extended term of this agreement, the RDA shall provide reports to the governing body of the City at such intervals as may be requested by the City, such reports shall be provided at least annually.

5. The term of this agreement shall commence upon the execution hereof and end on the 31st day of December, 1995. The

City of Emporia/RDA Agreement

term of this agreement may be extended from year to year upon the authorization of the governing body of an annual contribution to the RDA upon a plan of work outlined in the RDA's annual operating budget as submitted by the RDA. The approved plan of work, along with a certification by the City of the approved contribution shall be attached to this agreement as Exhibits. This plan shall be submitted by August 1 for the forthcoming year. Failure of the RDA to submit a proposed plan or of the City to authorize a contribution shall cause this agreement to terminate as of December 31 of the current operating year.

6. Notwithstanding the fact that the City has funded a contribution pursuant to this agreement or that this agreement has been partially performed by the parties hereto, either party shall have the right to cancel this agreement at any time by providing ninety (90) days written notice of cancellation of this agreement to the other party. The City agrees that if it terminates the agreement that it shall pay any quarterly payments which come due within the ninety (90) day notice period. Upon cancellation or termination of this agreement no further funds shall be payable or paid hereunder, except as otherwise provided herein. Notice shall be deemed given and effective upon mailing of such notice to the receiving party or upon personal delivery of such notice. Upon breach of this agreement by the RDA, the City, by giving written notification to the RDA, may withhold any industrial development

City of Emporia/RDA Agreement

monies and terminate this agreement immediately. A breach may include, but not be limited to, failure to comply with any or all items contained within this agreement, any exhibit hereto, or any amendments executed relative to this agreement.

7. The RDA represents that it has, or will secure, all personnel required to perform the services under this agreement. All services required hereunder shall be performed by the RDA or under its supervision and all personnel engaged in the work shall be fully qualified.

8. It is specifically agreed between the parties that this agreement does not create a joint venture agreement, partnership, employment agreement or agency agreement between the parties and the RDA agrees to indemnify and hold harmless the City, and any of its agents or employees from any and all liability for claims or causes of action of any person, firm or corporation, or of any entity for damages of any type whatsoever that might be sustained by virtue of the activities carried out by the RDA.

9. The RDA covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this agreement. The RDA further covenants that in the performance of this agreement, no person having any such interest shall be employed.

10. The RDA shall not assign or transfer any interest in this

City of Emporia/RDA Agreement

agreement without prior written consent of the City.

11. No recipient or proposed recipient of any funds, services, or other assistance under the provisions of this agreement or any program related to this agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this agreement on the grounds of race, color, sex, religion, national origin, ancestry, physical handicaps, disability, or age.

12. All parties shall comply with applicable laws, ordinances, and codes of the State of Kansas and local governments.

13. The City may reduce the amount of funds authorized pursuant to this agreement if during the term of this agreement budget restrictions or reductions are placed upon the funds or funds utilized for this agreement due to unforeseen circumstances. These circumstances include, but are not limited, to unforeseen short falls in collections of tax revenues.

14. In order to provide necessary flexibility for the most effective execution of this project, from time to time, when both parties mutually agree, changes to this agreement may be effected by placing them in written form and incorporating them into this agreement as an amendment.

15. The RDA will cooperate fully with the City and consult with the City in receiving recommendations concerning programs to

City of Emporia/RDA Agreement

be implemented and expenditures to be made.

16. Time is of the essence of this agreement.

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

CITY OF EMPORIA
BY:



ATTEST:

Tom Myers
TOM MYERS, Mayor

Susan Mendoza
SUSAN MENDOZA, City Clerk

REGIONAL DEVELOPMENT ASSOCIATION
OF EAST CENTRAL KANSAS, INC.
BY:

Myron Van Lundy
Vice-President

ATTEST:

Dana Newkirk
Secretary

AMENDMENT TO CONTRIBUTION AGREEMENT

This AMENDMENT TO CONTRIBUTION AGREEMENT, made and entered into this 5th day of November, 1997, by and between the City of Emporia, Kansas, a municipal corporation, (hereinafter referred to as "City"), and the Regional Development Association of East Central Kansas, Inc., a Kansas nonprofit corporation, (hereinafter referred to as "RDA"). WITNESSETH:

WHEREAS the City and RDA entered into a Contribution Agreement dated July 7, 1995, (hereinafter "the Agreement"); and

WHEREAS the parties desire to amend the Agreement by adding a provision pertaining to the cash carry-forward of the RDA, and incorporating such provision into the Agreement; and

WHEREAS the Agreement at paragraph 14 provides for such amendment upon the mutual agreement of the parties.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions hereinafter stated the parties hereto do hereby agree as follows:

1. That the Contribution Agreement of July 7, 1995, is hereby amended to add the following paragraph:

That the RDA's cash carry-forward shall be limited to 25% of their prior year's operating budget. The calculation of cash carry-forward shall be determined as of December 31 of each calendar year. Any carry-forward in excess of the carry-forward limit will be remitted by the RDA to the City, with such remittance to occur by the following February 15.

2. That the original Contribution Agreement of July 7, 1995 is hereby ratified and confirmed and shall remain in full force and effect in accordance with the terms of such agreement as amended herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their respective appropriate representatives.

ATTEST:



Susan Mendoza
SUSAN MENDOZA, City Clerk

CITY OF EMPORIA, KANSAS
By:

Raymond A. Toso
RAYMOND A. TOSO, Mayor

REGIONAL DEVELOPMENT
ASSOCIATION OF EAST CENTRAL
KANSAS, INC.
By:

ATTEST:

Donna Newkirk
DONNA NEWKIRK, Secretary

Myron Vangundy
MYRON VANGUNDY Vice-President

AGREEMENT
BY AND BETWEEN
EMPORIA MAIN STREET, INC.

AND
THE CITY OF EMPORIA, KANSAS

THIS AGREEMENT, made and entered into the ____ day of _____, 2020, by and between the City of Emporia, Kansas, a municipal corporation, hereinafter referred to as “City”, and Emporia Main Street, Inc., a Kansas nonprofit corporation, hereinafter referred to as “Main Street.”

WITNESSETH:

WHEREAS, the City appropriates certain tax dollars for the purpose of economic development; and

WHEREAS, Emporia Main Street is a non-profit agency committed to increasing consumer business, strengthening retail and professional institutions, assisting in the preservation and maintenance of the community’s heritage and promoting pride in the community’s institutions and achievements through design, promotion, business enhancement & organization; and

WHEREAS, the City desires to make a contribution to Emporia Main Street to support its plan of work and thus secure professional services in connection with the development of the downtown business district, as well as economic initiatives impacting the region; and

WHEREAS, the Governing Body of the City deems it advisable, proper and beneficial to the interests of the citizens of Emporia to stimulate economic development and to maintain a vibrant and prosperous downtown business district and community.

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

1. The City agrees to make a contribution to Main Street to procure certain technical and professional services and to make policy recommendations associated with commercial economic development, housing and entrepreneurial programs in accordance with the terms and conditions contained herein and Main Street does hereby agree to accept such contribution in accordance with such terms and conditions.

2. The City contribution in support of Main Street shall be used to support the plan of work as represented in Main Street's annual operating budget as submitted and reviewed by the City Commission for the next fiscal year. The City contribution is to be paid annually on or before the 28th day of February. Main Street shall provide to the City a quarterly statement of income and expenditures for the preceding months including a description of items and/or work funded by city contributions and certifying that all monies received under this agreement have been expended only for those activities. Main Street shall provide to the City a copy of their annual 990 federal filing for the most recent calendar year. The City contribution shall not be used to make loans to individual board members.

3. Main Street shall at any time during normal business hours make available to the City or its designated representative all financial records of the organization including payrolls, invoices, contracts vouchers or other official documents evidencing in proper detail the nature and propriety of the charges. All financial documents of the organization shall be retained for a

period of two years after the completion of each annual fiscal year. As a condition of financial support, the City requires the organization to obtain an annual accounting report from a Certified Public Accountant. The CPA report prepared as to the activities conducted and funds expended pursuant to this agreement in the preceding year shall be delivered to the City upon completion.

4. The term of this agreement shall commence upon its execution and end on August 31, 2021. The annual agreement will renew each year for additional one (1) year terms upon the appropriation of the governing body of an annual contribution to Main Street upon a plan of work outlined in Main Street's annual operating budget as submitted to the City. The failure of Main Street to submit an annual operating budget or of the City to appropriate funds shall cause this agreement to terminate as of ~~June 30~~ August 31 of the current operating year.

5. Notwithstanding the fact that the City has funded a contribution pursuant to this agreement or that this agreement has been partially performed by the parties hereto, either party shall have the right to cancel this agreement at any time by providing ninety (90) days written notice of cancellation of this agreement to the other party. A breach of this agreement includes, but is not limited to, failure to comply with any terms or conditions contained within this agreement, any exhibit hereto, or any amendments to this agreement. Upon breach of this agreement by Main Street, the City may withhold any funds not yet delivered and terminate this agreement.

6. It is specifically agreed by the parties that this agreement does not create a joint venture agreement, partnership, employment agreement or agency agreement between the parties. Main Street agrees to indemnify and hold harmless the City, its Commissioners, and employees from liability for any and all claims and causes of action of any person, business

entity or any entity for any damages of any type whatsoever that might be sustained because of the activates carried out by Main Street, its Board members, officers, agents and employees.

7. Main Street covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of the commercial economic development services to be performed under this agreement. Main Street further covenants that in the performance of this agreement, no person having any such interest shall be employed. No officer, Board member or employee shall participate in any decision relating to this Agreement which affects their personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

8. Main Street shall not assign or transfer any interest in this agreement.

9. No recipient or proposed recipient of any funds, services, or other assistance under the provisions of this agreement or any program related to this agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this agreement on the grounds of race, color, sex, religion, national origin, ancestry, physical handicaps, disability, or age.

10. Main Street shall comply with all applicable ordinances and statutes of Emporia, the State of Kansas and the federal government.

11. The City may reduce the amount of funds authorized if budget restrictions or reductions are placed on the funds utilized for this agreement due to national, local or state emergency; "acts of god"; or short falls in collection of revenue.

12. Main Street's cash carry-forward from the City's contribution shall be limited to twenty-five percent (25%) of the prior year's contribution beginning with carry-forward from the

2021 fiscal year. The calculation of the cash carry-forward shall be determined within thirty (30) days of the close of the fiscal year. Any cash carry-forward in excess of the limit shall be remitted to the City by the following February 15.

13. This agreement may be amended by a written instrument executed by the parties hereto.

14. Main Street shall cooperate fully with the City and consult with the City in receiving recommendations concerning programs to be implemented and expenditures to be made.

15. Time is of the essence of this agreement.

16. The City shall have and exercise two (2) board appointments to the Main Street Board of Directors, which shall be voting members for all purposes. Such members shall be subject to the Main Street bylaws and requirements for membership. The City shall also have and exercise one (1) City staff appointment as a non-voting ex officio member as designated by the City Manager.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first written above.

CITY OF EMPORIA, KANSAS

Jon Geitz, Mayor

Attest:

Kerry Sull, City Clerk

EMPORIA MAIN STREET, INC.

Casey Woods, CEO

Attest:

Secretary

Memorandum

Date: September 24,2020

To: City Commission

From: SPC

Subject: Spark Testing

City staff will provide further info related to the Spark testing discussed at the 9-23 meeting of the Commission. Info will be centered around process and roles and responsibilities of the entities involved.

Memorandum

Date: September 24, 2020

To: City Commission

From: SPC

Subject: Library Reopening

City staff will provide an overview of the libraries proposed reopening.