AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2016, by and between the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City", and Joplin Proud, hereinafter referred to as "Joplin Proud", as follows:

WHEREAS, Joplin Proud will be hosting various events from May 19 to May 22, 2016, for "Five Years Strong" to recognize the five-year anniversary of the EF-5 tornado that struck our community on May 22, 2011. The City agrees to reimburse up to and not to exceed Twenty-Five Thousand Dollars ($25,000.00) from the Convention & Visitor's Bureau Fund to Joplin Proud, under the conditions set forth in this Agreement. Joplin Proud agrees to strictly comply with certain requirements and conditions of the City in exchange for said funds, as described herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth and contained, Joplin Proud and City hereby mutually agree as follows:

1. Statement of Work. The purpose of this Agreement is to set forth Joplin Proud's responsibilities for reimbursement by the City to be utilized for the promotion of the "Five Years Strong" anniversary event that is scheduled for May 19 through May 22, 2016. Joplin Proud will utilize the funds to assist with graphics and promotional materials, reception for visiting city leaders, expenses related to a musical performance, expenses related to Wings and Wonder, and expenses related to Pride, Progress, and Potato Salad as shown in Schedule A attached hereto.

2. Schedule. All reimbursement funds shall be requested by Joplin Proud by July 31, 2016. If funds are not requested by that time, they will not be eligible for reimbursement.

3. Payments. Joplin Proud shall provide proof of payment and such other supporting documentation as requested by City to account for expenses incurred and sums expended in

connection with the promotion of the "Five Years Strong" anniversary event. Joplin Proud shall use all donations, private funding or any other funding source prior to seeking any reimbursement from the City. The City shall require an accounting of other funding sources, prior to issuing reimbursement up to Twenty-Five Thousand Dollars ($25,000.00). Reimbursement will be limited to those items set forth in Number One, Statement of Work.

4. Maintenance of Receipts and Records. Joplin Proud agrees to maintain and make available for inspection by City, upon reasonable notice, all records for the "Five Years Strong" anniversary event showing all expenditures and receipts for the event.

5. Non-Discrimination. Joplin Proud shall not discriminate against any person as to race, sex, creed, handicap, national origin, age, or veteran status, in the performance of this contract and the event supported by public funds.

6. Indemnification. Joplin Proud hereby agrees that it will indemnify and save harmless the City against any expenditures determined to be ineligible. In addition, Joplin Proud, its agents and employees shall hold City harmless from all claims, damages, assessments, costs and liabilities, arising in any way from the relationship created herein. Joplin Proud shall indemnify and hold City harmless from any and all claims of injury to person or property suffered or allegedly caused due to the relationship created by this Agreement.

7. Termination. The obligations of Joplin Proud under this Agreement shall terminate upon utilization of all funds described herein, or upon the failure to utilize said funds within the time frame described herein.

8. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

9. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

10. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

11. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

12. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

13. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

14. Choice of Law. This Agreement has been made, and its validity, performance and

effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

"JOPLIN PROUD"

By: _____

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a municipal corporation

By: _____
SAMUEL L. ANSELM,
City Manager

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney