AGREEMENT

This Agreement, entered into this ____ day of _____, 2025, by and between the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "CITY" and the Joplin Sports Authority, a corporation formed and existing under the general Not-For-Profit Corporation Act of Missouri, hereinafter referred to as "JSA."

WITNESSETH:

WHEREAS the CITY desires to engage the JSA and the JSA desires to be engaged for the purpose of attracting, promoting, providing and supporting local, state, regional, national, and international sporting events to the CITY area which will provide positive economic impact and enhance the quality of life for the residents of the CITY.

NOW, THEREFORE, the parties hereto do mutually agree to the following:

1. **SERVICES**. The JSA shall promote sports marketing for regional, national and international sporting events for the CITY including, but not limited to, attracting, promoting, supporting and managing sporting events. Its main responsibility shall be the promotion of the City of Joplin as a sporting event destination and management of such events. It is understood that JSA desires to expand its activities into the region; however, in no event shall any funds paid by the CITY be utilized to promote any other city or any event except that such funds may be utilized to promote events whose scope is beyond the facilities within the City provided that CITY is the primary location for such event.

2. **TERM**. The term of this Agreement shall be for a period of one (1) year commencing on November 1, 2025, and continuing to and until October 31, 2026. Thereafter the terms, covenants, and conditions of this Agreement shall automatically renew for successive one (1) year terms unless either party shall have terminated this Agreement in accordance with the provisions of Paragraph 10, or in the event of non-appropriation in accordance with the provisions of Paragraph 5.

3. **REPORTS AND AUDITING**. The JSA shall provide monthly financial reports to the CITY within thirty (30) days of the end of every month. The JSA shall also submit bi-annual reports of its sports development activities to the aforementioned CITY officials. The JSA shall keep appropriate books and records relative to this Agreement. Said books and records shall be open for inspection at reasonable times by the Director of Finance or by any

persons or entities designated by the CITY to perform audits. JSA understands and agrees that it shall be considered a component unit of the CITY and shall cooperate in every material way with auditors and other financial analysts of the CITY. The JSA agrees to furnish the CITY an annual audit report prepared by a Certified Public Accountant not later than December 31st of each year. The JSA agrees that it is subject to Chapter 610 of the Revised Missouri Statutes and shall comply in all respects to the Missouri Open Records laws.

4. **COMPENSATION**. As and for the services provided herein, the CITY agrees to pay to JSA an amount equal to Thirty percent (30%) of the actual receipts from the four percent (4%) lodging tax levied by the City of Joplin. Such amount shall be paid to JSA monthly on or about the last day of the month during the term of this Agreement.

5. **NON-APPROPRIATION**. This Agreement is subject to the annual appropriation by the Council of the City of Joplin. In the event the Council shall fail to budget the funds described herein, this Agreement shall be terminated without further payment or liability to the CITY.

6. **STAFFING**. The JSA will employ at least one (1) individual of suitable training, qualification, and experience, whose main responsibility shall be the promotion of the City of Joplin, Missouri, as a sporting event destination. The JSA will also supply any necessary support staff, transportation, and any and all other things necessary for the aforementioned individual to effectively perform said duties.

7. **FACILITIES**. JSA shall be required to lease CITY facilities and pay the same rates for usage as any other similar entity. All event planning and facility utilization shall be on a first-come/first-serve basis.

8. **INDEPENDENT CONTRACTOR**. It is expressly understood that the JSA is in all respects, an independent contractor, and the only liability of the CITY created by the terms of this Agreement is the obligation to pay the JSA for services rendered as hereinabove set forth. The JSA agrees to add the CITY as an additional insured on its comprehensive general liability insurance policy. The JSA shall carry and provide the CITY with an insurance certificate and notice prior to sixty (60) days before terminating or materially amending any such insurance policy.

9. **BOARD OF DIRECTORS MEMBERSHIP**. The Mayor of the City of Joplin or his designee among the Council of the City of Joplin shall at all times during this agreement

remain an ex-officio member of the JSA Board of Directors. In addition, the City of Joplin Parks and Recreation Director and the City of Joplin Convention and Visitors Bureau Director shall be members of the JSA Board of Directors and shall have all rights and privileges as Directors of the Corporation, including the power to vote on corporate issues. In no event shall the JSA Board of Directors amend the Bylaws of the corporation relating to membership existing on the date of the execution of this agreement without first receiving the consent of the Council of the City of Joplin.

10. **TERMINATION**. Termination of this Agreement may occur prior to the date agreed upon by the parties herein in the following manner:

a. Either party at any time, one hundred eighty (180) days written notice, may terminate this contract; or,

b. If either party fails to comply with the terms of this Agreement, the other party may terminate this Agreement by providing thirty (30) days written notice of its intent to terminate. Provided however, the alleged non-performance of Paragraph 1 of this agreement shall not be cause for such termination.

c. In the event of termination or non-appropriation pursuant to the terms of this Agreement, all equipment shall remain the property of the JSA, but the JSA shall provide the CITY with all pertinent information regarding the current status of any event, promotion, inducement, or retention efforts in any stage of progress at that time.

11. **INSURANCE**. JSA shall, during the term of this Agreement, and any extensions hereof, maintain in full force and effect, a commercial general liability insurance policy which specifically covers all exposures incident to the JSA's operations under this Agreement. Such insurance shall be with a company acceptable to the CITY and the policy shall be in an amount of not less than $2,000,000.00 Combined Single Limit for personal bodily injury, including death, and $100,000.00 for property damage liability. The Policy shall be endorsed to show the City of Joplin, a municipal corporation, as an additional insured as its interests may appear, and shall also provide that insurance shall not be canceled, limited, materially altered, or non-renewed until after sixty (60) days written notice has been given to the CITY. Current certificates of insurance evidencing required coverage must be on file with the CITY at all

times. JSA expressly understands and agrees that any insurance protection furnished by JSA shall in no way limit its responsibility to indemnify and save harmless, the CITY under the provisions of Section 13. of this Agreement.

12. **INDEMNITY**. JSA agrees to indemnify and hold harmless and defend the CITY, its agents, officers, employees, and members of the City Council, from any and all claims; causes of action, liabilities, losses, damages, costs, expenses including reasonable attorney fees, suits, demands, and judgments of any nature, because of bodily injury to, or death of, any person or persons, because of the negligent or intentional acts of the JSA, its agents, employees or subcontractors arising under this Agreement, and also any claims arising under any and all federal, state and local laws or administrative rules. JSA shall reimburse the CITY for any and all costs, including attorney fees, incurred by the CITY by reason of any liability, claim or damage, or cause of action asserted or sustained against the CITY. JSA shall maintain appropriate liability insurance as set forth in this Agreement, naming the City of Joplin as an additional insured.

13. **WORKER'S COMPENSATION INSURANCE**. JSA shall be required to maintain worker's compensation coverage and insurance for every employee of the JSA, even though JSA may be exempt from the requirement to carry said insurance under Missouri law. A current certificate of insurance evidencing required coverage must be on file with the CITY at all times. Failure to maintain said insurance will result in the CITY withholding the applicable coverage amounts from compensation due to JSA under this Agreement to pay the costs of said coverage and insurance.

14. **NOTICES**. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class, Postage Prepaid, Certified - Return Receipt Requested (except for rent payments), to the City as follows:

City of Joplin, Missouri
Nicholas Edwards, City Manager
602 South Main Street
Joplin, Missouri 64801

and to JSA as follows:

Joplin Sports Authority, Inc.
Executive Director
3301 West 1st Street
Joplin, Missouri 64801

Each party may, from time-to-time, designate a: different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

15. **AMENDMENTS**. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

16. **HEADINGS**. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

17. **COMPLIANCE WITH APPLICABLE LAWS**. JSA shall comply with all applicable laws, ordinances, rules, and regulations.

18. **ENTIRE AGREEMENT**. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

19. **GOVERNING LAW**. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

20. **HEIRS, SUCCESSORS, AND ASSIGNS**. Each and every obligation contained in this Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors, and assigns.

21. **NO IMPLIED WAIVERS**. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or

any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

22. Line of Credit. The City agrees to fund a one-time line of credit of One Hundred Thousand Dollars ($100,000.00) to the JSA from the hotel-motel tax reserve fund. The money shall serve as a Line of Credit (LOC) for the JSA to utilize as needed throughout their fiscal year. The LOC shall only be used for operational expenses, facility rentals, sub-contract employees (such as officials), bid fees and event expenses. The LOC shall not be used for JSA employee salary or benefits. The JSA Budget and Audit Committee shall create a reserve fund policy for this LOC that shall include loan thresholds and an approval process to utilize funds in the LOC. This LOC shall be included in the JSA annual audit. As this is a true Line of Credit, any temporary credit that is extended from this account shall be re-paid during the year as the JSA's monthly lodging tax revenue allows (presumably during the months with the highest revenue collections), so that the account carries a balance of $100,000.00 each year.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

"CITY"
CITY OF JOPLIN, MISSOURI, a Municipal Corporation

By: _____
Nicholas Edwards,
City Manager

ATTEST:

_____
Holly Nagy
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

"JSA"
JOPLIN SPORTS AUTHORITY, INC.
A Missouri Not-for-Profit Corporation

By: _____
Jared Bruggeman Executive Director

ATTEST:

_____
Secretary