

RESOLUTION NO. 032315-1

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH VARIOUS ENTITIES CONCERNING THE PLANNING AND MARKETING OF THE CHISHOLM TRAIL 150TH ANNIVERSARY CELEBRATION

WHEREAS, the City of Abilene desires to partner with various entities in Kansas located along the historic Chisholm Trail for the purposes of planning and marketing the Chisholm Trail 150th Anniversary Celebration.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Abilene, as follows:

SECTION ONE. Memorandum of Understanding. That a Memorandum of Understanding is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Memorandum of Understanding, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 23rd day of March, 2015.

CITY OF ABILENE, KANSAS

By: 
Brenda Finn Bowers, Mayor

ATTEST:


Penny Soukup, CMC
City Clerk

EXHIBIT A

Memorandum of Understanding

**Chisholm Trail 150th Anniversary Celebration
Planning and Marketing**

March 23, 2015

Memorandum Of Understanding

1. Agreement

This Memorandum of Understanding ("Agreement") is between the City of Abilene and those communities involved in the celebration of the Chisholm Trail 150th Anniversary Celebration ("CT150"), in regards to the handling of state-wide funds for the purpose of commemorating the Sesquicentennial of the Chisholm Trail.

The parties to this Memorandum of Understanding have agreed to cooperatively develop marketing for the celebration of the Chisholm Trail Sesquicentennial in 2017, with the understanding and agreement that any one party's obligation to provide funds in relation thereto shall be limited to the funding of specific marketing pieces, advertising or marketing activities as to which an individual party may hereafter make an election to participate. Nothing in this Memorandum of Understanding shall constitute a commitment to make any such financial elections. Apart from any such specific funding decisions, each party shall be responsible for its own staff time and costs of participation in the activities under this Memorandum of Understanding without right of reimbursement from any of the other parties.

The City of Abilene hereby agrees to be the "handler" of funds used for cooperative marketing purposes for the celebration of the Chisholm Trail Sesquicentennial in 2017. The City of Abilene, in turn, will receive a two percent (2%) administrative fee for the handling of the funds. Responsibilities of the City of Abilene include accepting and making deposits of all payments for cooperative marketing purposes; managing a separate fund line item in the City's annual budget; disbursed all payments for cooperative marketing expenditures; providing a financial accounting of all income and expenses of said account.

The City, hereby, agrees to disburse any remaining funds in the account, after all bills are paid and the celebration is completed,. Remaining funds will be equally divided among those participating entities, which include: Abilene CVB, Marion County ^{CVB} ~~EDC~~, Newton CVB, Go Wichita, Wellington CVB, Sumner County EDC, and Caldwell Chamber.

2. Term

The term of this Agreement ("Term") will commence as of December 1, 2014, and will continue in effect until March 1, 2017, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by all parties in the manner described in Paragraph 5 of this Agreement or as otherwise provided for in this Agreement.

3. Force Majeure

None of the parties to this agreement will be liable to the other for any loss, damage or default occasioned by strike, civil disorder, governmental decree or regulation, acts of God or any other force majeure (collectively, a "Force Majeure Event"). The parties agree that upon conclusion of a Force Majeure Event, each party will use commercially reasonable means to recommence full performance of our obligations under this Agreement.

4. Notice

Any notices to be given under this Agreement by any of the parties involved may be made either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the entities set forth in this Agreement.

5. Amendments to the Agreement

This Agreement contains the entire agreement between the parties. No part of the Agreement may be changed, modified, amended or supplemented except in a written document signed by all parties. The parties agree that no representations have been made which are not in writing and included in the Agreement. The parties agree that this writing contains all of the agreements and understandings of the parties.

6. Governing Law

This Agreement shall be interpreted in accordance with the laws of Kansas. Further, the parties agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

7. Termination

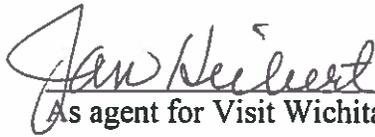
Each party shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other, upon the occurrence of any of the following events:

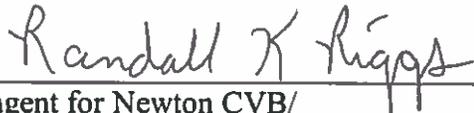
- (a) A breach or default of a provision of this Agreement which is not cured within thirty days;
- (b) A Force Majeure Event that continues for a period of thirty days; or
- (c) Upon thirty days written notice to the other parties of an intent to withdraw from the agreement.

In the event of a termination, any moneys paid by those communities shall be disbursed as outlined in Paragraph 1 of this Agreement.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the following entities have caused this Memorandum of Understanding to be executed as of the day and year first above written.

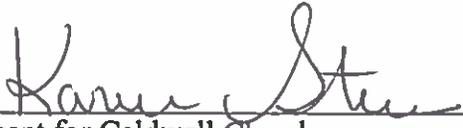

As agent for Visit Wichita

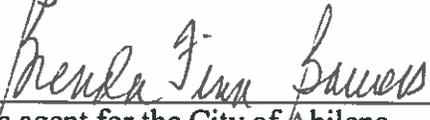

As agent for Newton CVB/
City of Newton


As agent for Marion County EDC/
Marion County


As agent for Wellington Chamber of
Commerce


As agent for Sumner County EDC


As agent for Caldwell Chamber
of Commerce


As agent for the City of Abilene