

CITY OF TOPEKA CONTRACT NO. 32084

AMENDMENT

THIS AMENDMENT entered into this 28th day of May, 2002, by and between the City of Topeka, a duly organized municipal corporation hereinafter referred to as the "City" and Go Topeka hereinafter referred to as "Grantee."

WHEREAS, the City and the Grantee have previously entered into City of Topeka Contract No. 31646, dated January 14, 2002 which provides for the grant of \$800,000.00 to the grantee from the City's General fund; and

WHEREAS, the City has provided the Grantee with an initial payment of \$325,000.00; and

WHEREAS, the parties hereto desire to amend City of Topeka Contract No. 31646 as provided herein to clarify the obligations of the Parties and the arrange for the payment of the remaining \$475,000.00 of the original grant.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. City of Topeka Contract No. 31646 is hereby amended to include the following paragraphs.
2. The Grantee has been provided an initial payment of \$325,000.00 of the \$800,000.00 grant contained in City of Topeka Contract No 31646. The City will pay the remaining \$475,000.00 in equal monthly payments of \$47,500.00 with the first payment commencing March of 2002.
3. The parties agree that the City shall have absolute and unqualified authority to terminate this Agreement at any time during the duration of it if there is any

violation of the terms of this Agreement or if the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement without regard to cause, or if the Grantee shall violate any of the terms of this Agreement. If the Chief Administrative Officer, after review of the project, reports to the Council of the City of Topeka that the program outcome of the project is not sufficient to merit its continuation, then following approval by the Council of the City of Topeka, this Agreement shall be canceled and all unexpended funds shall be returned to the City's General Fund account.

4. The Grantee agrees and understands that if there are not sufficient funds appropriated or available for the City to continue the function performed in this Agreement and for the payment of the charges hereunder, the City may terminate this Agreement at the end of its current fiscal year. The City agrees to give written notice of termination to the Grantee at least thirty (30) days prior to the end of the City's current fiscal year, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The termination of this Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City.

5. In carrying out the terms and provisions of this Agreement, the Grantee will not unlawfully discriminate against any employee, applicant for employment, recipient of service or applicant to receive services because of race, color, religion, sex, age, disability, or national origin. The Grantee shall take affirmative action to insure that applicants for employment, employees, applicants for service, and recipients of service are treated equally and fairly without regard to their race, color, religion, sex, age, disability, or national origin as provided for by law.

6. No officer, member, or employee of the City, member of the Council of the City of Topeka or other public official who participates in the review or approval of this Agreement, shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the funds thereof.

7. Agendas and minutes of Agency Board meetings shall be provided to the City upon request.

8. The Grantee agrees to hold harmless and indemnify the City of Topeka 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 any activities carried out by the Grantee.

9. The Grantee shall furnish, at its own expense, a public liability insurance policy indemnifying the City. Such policy shall provide a minimum amount of \$100,000.00 for each person, \$300,000.00 for each accident or bodily injury and \$25,000.00 aggregate for property damage. The certificate shall contain a provision that coverage afforded under the policy will not be canceled unless at least thirty (30) days prior written notice has been given to the City. The certificate of insurance naming the City as the certificate holder and as an additional insured shall be provided to the City for approval prior to the execution of this Agreement.

10. Nothing herein contained shall be construed or held to make the City a partner, joint venture, or associate of the Agency in the conduct of its business, nor shall either party be deemed the agent of the other, it being expressly understood and agreed

that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

11. The Grantee agrees to allow access by the City or its agent to financial and project records, and to provide all necessary supporting data and program reports as requested by the City for a period of two (2) years after completion of this Agreement. Grantee guarantees that it will cover and be responsible for any deficiencies in services performed or funds expended under this Agreement. The City may perform program audits as determined by the Chief Administrative Officer or his or her designee. The Grantee shall, at any time during normal business hours, make available to the Chief Administrative Officer or his or her designee all of its records with respect to all matters covered by this Agreement. Such audits shall not be limited in number or scope. The Grantee also agrees to allow access to records, staff and program activities.

12. The Grantee shall provide an independent auditor's report for the period covering any part of these Grant funds. Said report shall be forwarded to the City immediately upon receipt from the auditor.

13. The Grantee agrees that no grant funds shall be used for the purchase of real property or personal property having an initial cost of \$2,500.00 or more, and an expected life of three years or more unless specifically listed in the attached budget or after obtaining the express written consent of the City.

14. This Agreement constitutes the entire agreement of the parties, supersedes any and all prior agreements between the parties, and neither party shall rely upon any verbal representations, either express or implied not specifically stated

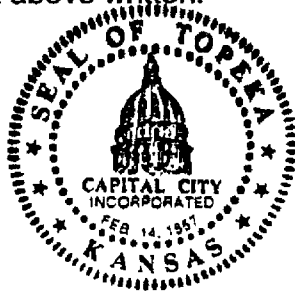
herein. This Agreement shall not be amended or modified except by written agreement of both parties.

15. This Agreement shall not be considered accepted, approved, or otherwise effective until the legally required signatures and approvals have been given.

16. By signing this Agreement, the Grantee representative thereby represents that he or she is duly authorized by the organization to execute this Agreement on behalf of the Grantee, and that the Grantee agrees to be bound by the provisions of this Agreement.

17. All other terms and conditions of City of Topeka Contract No. 31646 not in conflict with the terms contained in this Agreement shall remain in force and effect.

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



CITY OF TOPEKA, KANSAS

Harry Felker

By _____

Harry Felker, Mayor

ATTEST:

Iris E. Walker

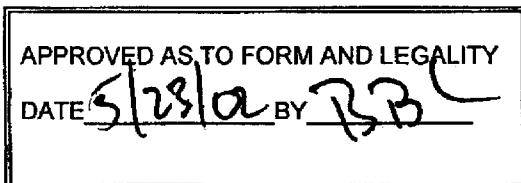
Iris E. Walker, City Clerk

GO TOPEKA

Douglas S. Kussinger

By _____

President/CEO



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/22/2002

PRODUCER (785)233-1717 FAX (785)233-2679
Brier Payne Meade Insurance, Inc.
 5835 S. W. 29th St., Ste. 101
 P. O. Box 5637
 Topeka, KS 66605-0637

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

RECEIVED

INSURED Greater Topeka Chamber of Commerce, Inc.
 120 E 6th
 3 Townsite Plaza
 Topeka, KS 66603

INSURER A: **Cincinnati Insurance**
 INSURER B: **Cincinnati Casualty**
 INSURER C:
 INSURER D:
 INSURER E:
 MAY 23 2002
 Mayor / CAO


COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CAP5476826	04/01/2002	04/01/2003	EACH OCCURRENCE	\$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 1,000,000
A	AUTOMOBILE LIABILITY	CAP5476826	04/01/2002	04/01/2003	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
					AUTO ONLY: AGG	\$
A	GARAGE LIABILITY	CCC4440921	04/01/2002	04/01/2003	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$ 1,000,000
						\$
						\$
A	EXCESS LIABILITY	CCC4440921	04/01/2002	04/01/2003		\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC897481604	04/01/2002	04/01/2003	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
					E.L. DISEASE - POLICY LIMIT	\$ 500,000
	OTHER					

APPROVED AS TO FORM ONLY
 BY NOT LEGALITY
 DATE 5/23/02
 CITY ATTORNEY'S OFFICE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 Certificate holder is additional insured.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Topeka City Hall Topeka, KS 66603		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.