

**PUBLIC SERVICE AGREEMENT
BETWEEN THE CITY OF LEE’S SUMMIT, MISSOURI AND
LSGOAL26, INC.**

THIS PUBLIC SERVICE AGREEMENT (hereinafter “Agreement”) is entered into by and between the City of Lee’s Summit, Missouri, a Missouri municipal corporation (hereinafter “City,”) and LSGOAL26, Inc., a Missouri not-for-profit corporation (hereinafter “LSGOAL.”) The City and LSGOAL may be referred to individually as “the Party” and collectively as “the Parties.”

RECITALS

WHEREAS, LSGOAL was established for the purpose of augmenting and supplementing the efforts of existing resources within the Lee’s Summit, Missouri community to serve as a welcoming and engaging community during the 2026 international soccer tournament being held in the United States, Mexico, and Canada, with planned activities focusing on community preparation, infrastructure coordination, and public engagement, with the sole focus of improving the welfare of the community, facilitating civic involvement and enhancing access to public services; and

WHEREAS, the City has determined that the efforts and initiatives of LSGOAL provide a substantial community and economic benefit to the City of Lee’s Summit, particularly with regard to community engagement, advancing tourism, and enhancing economic vitality; and,

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to contract with LSGOAL for the performance of certain services as outlined in this Agreement.

NOW, THEREFORE, the Parties, in consideration of the above recitals and following mutual covenants and stipulations, agree as follows:

I. LSGOAL SCOPE OF SERVICES

- i.** LSGOAL shall, unless determined impractical or unattainable, implement its intended plan for the hosting of five (5) “Futbol Fridays” events, to occur on June 12, 2026, June 19, 2026, June 26, 2026, July 3, 2026 and July 10, 2026, at Green Street Market.
- ii.** LSGOAL shall provide additional resources and support to the Lee’s Summit community in the leadup to and during the 2026 international soccer tournament which may include, but is not necessarily limited to: marketing, hospitality, support to local business, welcoming and beautification initiatives and support to local government and community partners. In so doing, LSGOAL will exercise its best efforts to partner with applicable organizations and ensure compliance with laws, regulations and requirements.
- iii.** LSGOAL will formally recognize the City of Lee’s Summit, Missouri as its primary partner with regard to all marketing materials related to the Futbol Fridays events. A marketing plan will be established by LSGOAL which shall outline general expectations with regard to anticipated reach, target audience, etc.

- iv. In the furtherance of transparency and accountability, particularly with respect to the use of resources and funds generating from a public source, LSGOAL will provide the City with its tentative budget for all planned activities, and will supplement as any changes or modifications are made to the same. In addition, LSGOAL will provide the names and addresses of the officers/directors of LSGOAL, a copy of the LSGOAL By-Laws in effect, and the Articles of Incorporation as well as any amendments thereto. In the event of any change to an officer/director, the By-Laws, or the Articles of Incorporation throughout the of this Agreement, LSGOAL shall promptly, and no later than thirty (30) days after such change is in effect, provide written notice of the same to the City.
- v. LSGOAL commits to the appropriate and responsible expenditure of Funds received as a result of this Agreement, and commits to ensuring expenditures are made in alignment with the Budget approved by the Board of Directors and submitted to the City as required by this Agreement. LSGOAL agrees to provide City access to its financial statements upon request in order for City to confirm conformance with the Budget.
- vi. LSGOAL will provide an “After Action Report” to the City, following the conclusion of its efforts in the furtherance of its objective, which outlines, at a minimum, outreach, participation and marketing metrics, as well as highlighting other measurables to be determined during the planning phases of the Futbol Fridays events.
- vii. Upon the conclusion of all activities and efforts undertaken by LSGOAL, and after all expenses and obligations have been fully and finally satisfied, any funds remaining in the name of LSGOAL will be transferred to Explore Lee’s Summit, in recognition of the mutual interests shared by LSGOAL and Explore Lee’s Summit, and in furtherance of the tourism efforts advanced and supported by the City of Lee’s Summit.

II. FINANCIAL SUPPORT AND TERM OF AGREEMENT

- a. The term of this Agreement shall run from the date of execution of this Agreement until December 31, 2026 (“Term.”) Because the purpose of LSGOAL is limited in scope and duration, it is not anticipated that any further renewals would be necessary or prudent; however, to the extent any remaining obligations exist that inure upon LSGOAL beyond the Term, LSGOAL warrants and represents that it will abide by and ensure compliance with applicable laws, regulations, and restrictions. This Agreement is subject to annual appropriation by the City Council as contemplated herein, or otherwise terminated as set forth herein.
- b. City agrees to allow LSGOAL full license and use of “Green Street Market” on the following dates for the purpose of hosting its’ “Futbol Fridays” events, to be planned and determined at the discretion of LSGOAL: June 12, 2026, June 19, 2026, June 26, 2026, July 3, 2026 and July 10, 2026. Such allowance shall include, at the City’s expense, the provision of janitorial services during and after each event through the City’s contracted service provider.
- c. City agrees to provide to LSGOAL funds in the total amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) to be utilized to support the fees and costs associated with the implementation of the Futbol Fridays events as described herein. Payment shall issue within ten (10) days of notice of the actual amount by LSGOAL to the City. Notwithstanding anything to the contrary in this Agreement, the Funds are subject to annual appropriation by the City Council; to the extent the Funds are not

appropriated or are only partially appropriated, LSGOAL agrees the City shall not be required or liable to provide the unappropriated amount.

- d. Nothing in this Agreement shall preclude the City from contracting separately with LSGOAL for services upon terms and conditions agreed to by the City and LSGOAL.

III. TERMINATION

- a. The City may terminate this Agreement immediately if no funds are appropriated for the services described herein. The City shall have the right to terminate this Agreement in the event LSGOAL is in default or violation of the terms or provision of this Agreement and fails to cure such default or violation in the manner specified in subsection b., below.
- b. In the event of a default or violation by LSGOAL, the City shall send to LSGOAL a notice demand to cure default, explaining the specific nature and extent of the default or violation. LSGOAL shall cure or remedy said violation or default within twenty (20) working days after receipt of said notice, unless a longer time is agreed upon by both parties, in writing. In the case the default or violation is not cured or remedied within twenty (20) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. LSGOAL shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by LSGOAL.

IV. INDEMNIFICATION

To the fullest extent permitted by law, LSGOAL shall defend, indemnify and hold harmless the City, and the City's council members, Mayor, officers, directors, employees or agents thereof, (the City and any such person herein referred to as an "Indemnified Party") for, from, and against all claims, liabilities, demands, damages, losses, fines, penalties, injuries to property or persons (including death,) and expenses (including attorney's fees and litigation expenses, and the cost of appellate proceedings,) (herein collectively referred to as "Claims") to the extent that the Claims relate to, result from, and/or arise out of LSGOAL's acts, errors, directives, or omissions, in performance of this Agreement. The obligations of this Section include the acts, errors, mistakes or directives, or omissions, of LSGOAL's employees, agents, advertisers, contractors, subcontractors or any other person for which LSGOAL may be legally liable, in the performance of this Agreement, provided that this obligation shall not apply to the City's negligence in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement shall in no way be construed as limiting the scope of the indemnity in this Section. The indemnity requirements set forth in this Agreement will in no way be construed as limiting the insurance required in this Agreement or waiving the City's sovereign immunity.

V. INSURANCE

a. General.

- i. **Insurer Qualifications.** Without limiting any obligations or liabilities of LSGOAL, LSGOAL shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance coverage with insurance companies authorized to do business in the State of Missouri with an AM Best, Inc. rating of A- or above

- with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- ii. **No Representation of Coverage Adequacy.** The City shall have the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve LSGOAL from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
 - iii. **Coverage Term.** All required insurance shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
 - iv. **Primary Insurance.** LSGOAL's insurance shall be, or endorsed to be, primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
 - v. **Claims Made.** The parties agree that no policies required under this Section shall be made on a claims made basis.
 - vi. **Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. LSGOAL shall be solely responsible for any such deductible or self-insured retention amount.
 - vii. **Use of Subcontractors.** If any of the services under this Agreement is subcontracted in any way, LSGOAL shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and LSGOAL. LSGOAL shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
 - viii. **Evidence of Insurance.** Prior to receiving any Funds, or commencing any work or services under this Agreement, LSGOAL will provide City with suitable evidence of insurance in the form of a Certificate of Insurance, endorsements, and a copy of the declaration pages of the insurance policies as required by this Agreement, issued by LSGOAL's insurance carriers as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits, of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the Certificates of Insurance, endorsements, and declarations pages of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement during the life of this Agreement, LSGOAL shall forward renewal certificates and declarations pages to the City within thirty (30) days of the expiration date. All Certificates of Insurance and declarations required by this Agreement shall be identified by

referencing the title or this Agreement. Certificates of Insurance and declarations pages shall specifically include the following provisions:

1. The City of Lee's Summit, Missouri, its agents, representatives, officers, directors, officials and employees are Additional Insureds for commercial general liability under Insurance Services Office, Inc. (ISO) Form CG 20 10 03 97 or equivalent.
2. LSGOAL's insurance shall be primary, non-contributory insurance with respect to the performance of the Agreement.
3. All policies, except for Professional Liability, including Worker's Compensation, waive rights of recovery (subrogation) against the City of Lee's Summit, Missouri, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by LSGOAL under this Agreement.

All Certificates of Insurance shall name the City of Lee's Summit, Missouri as the Certificate Holder, and shall send the certificate and any endorsements to:

City of Lee's Summit
Attn: City Administrator
220 SE Green Street
Lee's Summit, Missouri 64063

- ix. Endorsements.** LSGOAL shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this section.
- b. Required Insurance Coverage.** If necessary, LSGOAL shall procure "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence; \$2,000,000 Products and Completed Operations Annual Aggregate; and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- c. Cancellation and Expiration Notice.** Insurance required herein shall not expire, be cancelled, or be materially changed without thirty (30) days' prior written notice to the City.

VI. GENERAL CONDITIONS

- a. **Non-Discrimination Laws.** LSGOAL shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental disability, and with the Americans with Disabilities Act of 1990. In addition, LSGOAL shall include similar requirements of subcontractors in any written contracts entered into for performance of LSGOAL's obligations under this Agreement.
- b. **Financial Review.** LSGOAL shall make all of its financial records available for inspection by the City, or its designee, upon reasonable notice during normal business hours of the City. If the City desires a financial audit by an independent certified public accountant of the LSGOAL's financial records to verify use of the Funds according to the terms and conditions of this Agreement, LSGOAL shall cooperate fully in the performance of such audit. If the audit reveals that LSGOAL misappropriated the Funds received from the City, the City may require LSGOAL to cover the cost of such an audit. LSGOAL is entitled to a copy of any resulting reports that are received by the City.
- c. **Compliance with Laws.** LSGOAL shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, LSGOAL shall include similar requirements of its contractors in any written contracts entered into for performance of LSGOAL obligations under this Agreement.
- d. **Successors and Assigns.** This Agreement is not assignable unless both Parties mutually consent otherwise in writing and signed by both Parties. The requirements of this Agreement are binding upon the successors, and assigns of both Parties.
- e. **Laws Governing/Venue.** This Agreement shall be governed by the laws of the State of Missouri, as to validity, interpretation and performance. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in State Court in eastern Jackson County, Missouri.
- f. **Non-Waiver.** The failure or delay of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Agreement.
- g. **Severability.** If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Missouri, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- h. **Entire Agreement and Amendments.** This instrument contains the entire Agreement between the Parties, and no oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this

Agreement may not be enlarged, modified, or altered except in writing signed by both Parties.

- i. Relationship of Parties.** The Parties understand and expressly agree that LSGOAL is an independent contractor and is not an employee of the City. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is the principal or agent of the other.
- j. Rights/Obligations of Parties Only.** The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing in this Agreement shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.
- k. Time of the Essence.** Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of LSGOAL of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.
- l. Political Activities.** LSGOAL shall not use the compensation paid through this Agreement for political activities. For the purpose of this Agreement, the term “political activities” shall have the meaning ascribed to it by the Internal Revenue Service.
- m. Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, if this Agreement has a total potential value of \$100,000 or more and LSGOAL has 10 or more employees, LSGOAL certifies that LSGOAL is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.
- n. Notices.** Unless otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications (collectively “Notices”) required or permitted hereunder shall be in writing and delivered by registered or certified U.S. mail, postage prepaid, or personally delivered, at the address shown below. Notices shall be deemed received at the time of actual receipt, which shall be evidenced by a copy of receipt (in the case of notices that are personally delivered), or as evidenced by the United States Postal Service receipt; or five (5) calendar days after mailing, whichever comes first, in the case of notices that are mailed:

To City:
City of Lee’s Summit
Attn: City Manager
220 SE Green Street
Lee’s Summit, Missouri 64063

To LSGOAL:
LSGOAL
Attn: President
208 SE Coyle
Lee’s Summit, Missouri 64063

- o. Provisions Required by Law.** Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.
- p. E-Signature and Counterparts.** The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2026 (“Effective Date.”)

City of Lee’s Summit

LSGOAL26, INC.

Mark Dunning
City Manager

Cori Day
President

ATTEST:

Trisha Fowler-Arcuri
City Clerk

Laura Maxwell
Secretary

APPROVED AS TO FORM:

Brian W. Head
City Attorney