

## AGREEMENT

This agreement made and entered into this 23<sup>rd</sup> day of February, 2010, by and between Territorial Kansas Heritage Alliance, Inc., a not-for-profit corporation, d.b.a. Freedom's Frontier National Heritage Area ("TKHA"), and Destination Management, Inc., a Kansas not-for-profit corporation, organized, created and existing under and by virtue of the laws of the State of Kansas (hereafter "DMI").

**WHEREAS**, TKHA was established by the United States Congress for the purpose of managing the Freedom Frontier's National Heritage Area (hereafter "FRFR"), by being responsible for the following duties and obligations, among others:

1. The legal documentation and disbursement of federal funds and their match.
2. The development and implementation of a National Heritage Area Management Plan that achieves the purpose defined in the same legislation for Freedom's Frontier National Heritage Area (FRFR).
3. To work collectively with the United States Department of Interior, National Park Service (NPS), to assure the proper expenditure of public funds, and to assure that the requirements within the public law are met.

**WHEREAS**, TKHA entered into a written cooperative agreement with NPS dated December 16, 2009, which sets forth the terms, conditions, covenants and agreements of the parties thereto regarding the operation and management of FRFR, a copy of which is attached hereto as Attachment "A" which by reference is incorporated herein and made a part hereof; and

**WHEREAS**, TKHA, after submitting a Request For Proposal For Management of Freedom's Frontier National Heritage Area (hereafter "RFP"), has chosen DMI to fill such position, and in doing so will at all times be acting as an independent contractor.

**NOW THEREFORE**, the parties agree, each with the other, that DMI will provide the day to day (grass roots) management of FRFR, in the following manner:

1. **RECITALS**. The above-stated recitals are by reference incorporated herein and made apart of this agreement.
2. **SERVICES BY CONTRACTOR**. DMI will follow and comply with the terms, conditions and requirements of the Cooperative Agreement, Attachment "A" hereto.
  - A. DMI will, as manager of FRFR, provide for and do the following:
    1. Provide office space including office equipment, phones and technology;
    2. Act as fiscal agent for TKHA reporting directly to the Freedom's Frontier Board of Trustees;
    3. Provide guidance for TKHA staff in day-to-day activities of working in the field using the committee structure outlined in the organizational chart;
    4. Assure a positive relationship with NPS;
    5. Continue to develop fundraising strategies to match any federal allocation working with TKHA staff and its Board of Trustees;
    6. Find alternative ways to fund special TKHA projects;
    7. Continue relationships developed with the entire Congressional delegation representing TKHA;
    8. Work with the Board of Trustees to annually review the Business Plan and to adopt an appropriately funded operating budget.
  - B. The Lawrence Convention and Visitors Bureau (hereafter "LCVB"), which

is subject to management and oversight by DMI will provide the following services, as appropriate:

1. Maintain database of citizens interested in participating in TKHA work;
2. Arrange for and send email notices of Partnership meetings;
3. Assist with development and maintenance of a comprehensive TKHA website;
4. Produce and distribute bi-monthly Enews;
5. Provide LCVB staff's professional knowledge and connections with target markets listed in the TKHA Business Plan;
6. Use its considerable experience to coordinate cooperative marketing opportunities provided by state tourism offices;
7. Work with TKHA Partners to host and provide detailed information to travel journalists;
8. Assist with branding TKHA;
9. Continue to communicate TKHA news to the LCVB comprehensive media list;
10. Act as a connector with the numerous tourism organizations and websites;
11. Provide general support and camaraderie for the limited TKHA staff.

3. **INDEPENDENT CONTRACTOR.** At all times when acting or performing under this agreement DMI shall do so as a "Independent Contractor" and not as the agent,

servant or employee of TKHA. In that capacity DMI will, at its own expense, pay the cost of its workplace, including, but not limited to, rent, taxes, insurance, equipment, telephone, computer, maintenance, utilities, transportation, supplies and all other related expenses.

4. **COMPENSATION.** For the calendar year 2010 TKHA will pay to DMI the sum of \$7,000.00 for DMI's services hereunder, with the amount of such compensation to be negotiated for all future calendar years in which this agreement is in existence.

5. **DMI PERSONNEL.** The president and chief operating officer shall serve as the executive officer of TKHA and will manage all future staff which may be hired by TKHA.

6. **DUTIES OF TKHA.** TKHA by and through its board of directors, shall approve an annual budget and shall exercise oversight responsibility for the management of TKHA, in its fiduciary capacity.

7. **TERMINATION.** This agreement may be terminated, with or without cause, upon ninety (90) day advance notice of such termination to the other party, such notice to be in writing and delivered in person, by facsimile or certified mail, return receipt requested, addressed to the last know address of the person given such notice.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date(s) hereafter stated, with the date of the last to sign to be the date of this Agreement.

TERRITORIAL KANSAS HERITAGE  
ALLIANCE, INC.

By: Maull R. Tarka Date: 2/23/10

**"TKHA"**

DESTINATION MANAGEMENT, INC.

By: Paul C. Cain Date: 2/23/10

**"DMI"**