

**AGREEMENT FOR APPROPRIATION AND DISBURSEMENT
OF MONEY AND LICENSE TO USE CITY PROPERTY**

This agreement entered into by and between the **CITY OF BEREА, KENTUCKY**, a Kentucky home rule municipal corporation, 212 Chestnut Street, Bereа, KY 40403, by and through its Mayor, (hereinafter “City”), and the **BEREA CHAMBER OF COMMERCE, INC.**, 424B Chestnut Street, Bereа, KY 40403 (hereinafter “Recipient”);

WHEREAS, Recipient is a private, nonprofit organization that performs certain charitable, educational, or social services in Bereа, Kentucky; and

WHEREAS, the City Council of the City of Bereа, Kentucky, by and through its agent, the Bereа Tourist and Convention Commission, has appropriated money in its current budget for Recipient to carry out the Spoonbread Festival in Bereа which has been determined to serve the public interest and be an activity that the City could otherwise provide; and

WHEREAS, the parties hereto acknowledge that Section 171 of the Kentucky Constitution prohibits a municipality from appropriating money to any corporation, association, or individual except for certain limited public purposes; and

WHEREAS, the Kentucky State Fair Board and the Kentucky Parks Department have adopted policies that prohibit the sale or distribution of items or merchandise displaying the Confederate flag because of its perceived status as “hate literature” and its link to certain acts of violence; and

WHEREAS, the Bereа Chamber of Commerce, Inc. desires to use city property for some Spoonbread Festival sites and activities, including the Russel Acton Folk Center kitchen, Memorial Park, Park Expansion, and portions of Jefferson and other city streets; and

WHEREAS, Executive Order 2016-14 and 2016-15 provide certain procedures for the granting of public money and use of city land or property that apply to all recipients and users and with which the parties hereto desire to comply with them; and

WHEREAS, the Spoonbread festival has had positive economic, social, and civic impact on the City of Berea and its citizens; and

NOW, THEREFORE, the City and the Recipient agree as follows:

1. Recipient accepts the appropriation in the budget of the City, as ultimately disbursed by the Berea Tourist and Convention Commission, at its sole discretion, in the amount not to exceed \$5,000, and agrees to spend it to promote and to put on the 2017 Spoonbread Festival in order to attract tourists and other visitors to Berea.

2. Recipient covenants that said money so appropriated and disbursed will be used only for such agreed upon and designated purposes, broadly defined as promotion and creation of the Spoonbread Festival, and that the City may, at its discretion, audit any and all books, records, and other documents of the Recipient, during business hours and with reasonable notice, to insure the proper public use of the money. Moreover, Recipient specifically agrees to report to the City, upon request, the cumulative results of the expenditures and the public purpose served thereby.

3. As a condition for receiving funds and permission to use the above-designated city space for Spoonbread Festival sites, Recipient also agrees to the following conditions imposed by the City:

- a) **NOT TO DISCRIMINATE** in the performance of its charitable, educational, or social activities within Berea, Kentucky on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, ethnicity, political affiliation, age, genetics, marital status or

disability as defined in the Americans with Disabilities Act;

b) **NOT to sell, display or give way, or permit any sub-vendor or attendee to sell, display or give away**, any merchandise that resembles the Confederate battle flag or bears its image except: history books or other educational, cultural, artistic and interpretative media where the Confederate battle flag is depicted in an artistic, historic or cultural context such as literature related to the Battle of Richmond re-enactment, or artistic depictions of events or scenes, or displays reflecting the influence of popular culture such as an automobile in a car show that resembles the “General Lee” vehicle from “The Dukes of Hazard” television show.

c. SHALL **AGREE** to include in its communications and contracts with sub-vendor and participants the text of the conditions and restrictions mandated by the City and set forth above in paragraph 2 along with notification that the intentional violation of any restriction shall result in denial of permission to participate in the event or use of the public land or space in future years.

3. The purpose and intent of paragraph 2 of this contract is to balance competing rights and social interests while permitting freedom of expression and allowing local government to protect the civil rights of minority citizens. These conditions, restrictions, exceptions and the sanction are NOT intended to prohibit the wearing, display or sale of the Confederate battle flag or emblem derived therefrom throughout the City, but rather are intended to ensure that the Confederate battle flag or emblem derived therefrom is not used as a symbol of segregation, domination, white supremacy or to suppress minority rights on City property or at City events or sponsored activities. In the end, the success of these conditions will depend upon the good will of the parties to this agreement.

4. The enforcement mechanism of this agreement is expected to be voluntary compliance. However, the City and Recipient agree that the intentional violation of any condition of this agreement shall be grounds to deny a future invitation to the offending party.

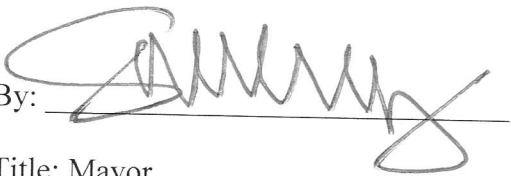
5. The City and Recipient each agree to procure and keep in effect event liability coverage through a company authorized to do business in Kentucky in an amount not less than \$1,000,000 and to include the other as an additional insured on said policy.

Dated this 7th day of February, 2017

City of Berea, Kentucky

By: _____

Title: Mayor



Berea Chamber of Commerce, Inc.

By: _____

Title: _____

