

Revision Date: August 30, 2011 (Liebau)

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

This Economic Development Services Agreement is made as of the ____ day of _____, 2011, by and between the City of Junction City, Kansas ("City") and Geary County, Kansas ("County") and the Junction City Area Chamber of Commerce, soon to be known as "The Junction City/Geary County Chamber of Commerce" (the "Chamber"),

RECITALS

A. Pursuant to a Master Agreement of even date (the "Master Agreement") among the City, the County and the Chamber, the City and County wish to engage the Chamber to implement certain economic development programs currently under the supervision of the Junction City-Geary County Joint Economic Development Commission (the "EDC Board")

B. The parties hereto mutually desire to have the Chamber perform the economic development services currently performed by the EDC Board.

C. Funding for these services will be provided by an annual budget authorization of the City and the County.

D. While the City and County desire to continue to determine their level of funding for economic development services as an annual budget authorization, parties hereto mutually desire to state their agreement concerning economic development services and the funding of those services.

NOW, THEREFORE, in consideration of the reciprocal covenants stated herein, the City and County and Chamber hereby agree as follows:

1. **Economic Development Services.** The City and County engage and retain Chamber to provide services ("Economic Development Services") as hereinafter contemplated. Chamber agrees to accept such engagement and to discharge its duties in accordance with the terms and conditions stated in this Agreement and in the Master Agreement.

2. **Relations of the Parties.** Chamber is engaged and retained as an independent contractor and not as an officer, agent or employee of the City or County.

3. **Purpose of Economic Development Program.** For purposes of this Agreement, the Economic Development Services shall incorporate the following components:

- A. Workforce Development
- B. Existing Business Expansion & Retention
- C. New Business Attraction
- D. Retail Development

- E. Research and Planning
- F. Organizational Capacity and Facility Development

4. **Chamber Staffing.** The Economic Development Division of the Chamber shall be directed by Chamber staff who shall devote their time primarily to Economic Development Services, and the City shall contribute to such staff the services of the current employees of the EDC ("Current EDC Staff"), who shall remain as "City" employees for compensation and benefits purposes only until December 31, 2012, but who shall perform their duties under the supervision and exclusive direction of the Chamber and its "President," subject to the rules and/or regulations and/or personnel policies enacted by the Junction City Area Chamber of Commerce. It is the mutual goal of the parties hereto that the Current EDC Staff become exclusively employed by the Chamber (to include compensation and benefits) by January 1, 2013 . In the event any of such Current EDC Staff cease to be employed by the City, any replacement staff person shall be employed by the Chamber.

5. **Allocation and Disbursements of Funds.** Subject to annual appropriation of the City and County of funds by their respective Governing Bodies, the City and County express their intent to continue to provide an annual budget authorization to be paid through quarterly disbursements from the City and the County to Chamber for performing the Economic Development Services as follows:

| | |
|------|----------------------|
| 2011 | \$ <u>42,768.00</u> |
| 2012 | \$ <u>199,839.00</u> |

6. **Program Performance Reporting.** Upon the reasonable request of the City and/or County, but no more frequently than semi-annually, the Chamber shall provide a report and presentation to their Governing Bodies regarding the Economic Development Services.

7. **Budgeting, Accounting, Inspection of Books and Records.** The Chamber shall establish a budget for the Economic Development Services and show the City's and the County's contributions under this Agreement as a revenue source and the applicable expenditures allocated to the Economic Development Services. Upon the reasonable request of the City or the County, but no more frequently than quarterly, the Chamber shall report on the current status of the budget for Economic Development Services. In addition, Chamber shall supply a copy of its annual audit, in duplicate, to the City Manager's office and to the Geary County Commissioners.

8. **Term of Agreement.** The initial term of this Agreement shall be from the date this Agreement is approved by all parties through December 31, 2012 unless terminated earlier in accordance with this Agreement. The parties understand and agree that either party may terminate this Agreement by the City's or County's choice not to appropriate City or County

funds for Economic Development Services to be provided by Chamber.

9. **Default.** If either party fails to comply with any term of this Agreement within 30 days after written notice to so comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed as an immediate breach of this Agreement. In such case, the non-defaulting party may pursue against the defaulting party such remedies as provided by law or in equity, including without limitation, the right to specifically enforce this Agreement.

10. **Authority and Consents.** Each party represents and warrants to the other that each has the right, power, legal capacity, and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any other persons are necessary in connection with it. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action on behalf of each party. This Agreement has been duly and validly executed and delivered by each party to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms.

11. **Entire Agreement.** This Agreement and the Master Agreement constitute the entire agreement of the parties relating to the subject matter hereof, and no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by the parties that are not expressly set forth in this Agreement. This Agreement may be modified or amended only by a separate writing signed by the parties.

12. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement shall remain in full force and effect.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Kansas.

JUNCTION CITY AREA CHAMBER OF
COMMERCE

Chair

CITY OF JUNCTION CITY, KANSAS

PAT LANDES, Mayor

ATTEST:

TYLER FICKEN, City Clerk

THE BOARD OF COUNTY COMMISSIONERS
OF GEARY COUNTY, KANSAS

LARRY HICKS, Chairperson

FLORENCE WHITEBREAD, Commissioner

BEN BENNETT, Commissioner

ATTEST:

REBECCA BOSSEMEYER, County Clerk