

Revision Date: August 30, 2011 (Liebau)

## MILITARY AFFAIRS SERVICES AGREEMENT

This Military Affairs 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 ("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 the County wish to engage the Chamber to implement certain military affairs programs currently under the supervision of the Military Affairs Council ("MAC").

B. The Chamber wishes to perform the military affairs services currently performed by the MAC.

C. Funding for these services will be provided by an annual budget authorization.

D. While the City and County desire to continue to determine their level of funding for military affairs services as an annual budget authorization, the City, County and Chamber desire to state their agreement concerning military affairs services and the funding of those programs.

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

1. **Military Affairs Services.** The City and County engage and retain Chamber to provide services (the "Military Affairs Services") for promoting the relationship between Fort Riley and the City and the County and to render the Military Affairs 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 Military Affairs Services Program.** For purposes of this agreement, the proposed Military Affairs Services shall incorporate the following components:

- A. Source of Information between Fort Riley, City and County
- B. Support of Soldiers and their families

- C. Source for Civilian Requests of Military services
- D. Voice of City and County in Relationship with Fort Riley

4. **Chamber Staffing.** Chamber shall provide qualified and competent staff to provide the Military Affairs Services.

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 Military Affairs Services as follows:

2011	\$ <u>8,750.00</u>
2012	\$ <u>44,000.00</u>

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

7. **Budgeting, Accounting, Inspection of Books and Records.** . The Chamber shall establish a budget for the Military Affairs 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 Military Affairs Services. Upon the reasonable request of the City or the County, but no more frequently than quarterly, Chamber shall report on the current status of the budget for Military Affairs 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 Military Affairs 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

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Chair

CITY OF JUNCTION CITY, KANSAS

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PAT LANDES, Mayor

ATTEST:

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TYLER FICKEN, City Clerk

THE BOARD OF COUNTY

COMMISSIONERS OF GEARY COUNTY,  
KANSAS

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LARRY HICKS, Chairperson

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FLORENCE WHITEBREAD, Commissioner

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BEN BENNETT, Commissioner

ATTEST:

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REBECCA BOSSEMEYER, County Clerk