

MASTER AGREEMENT

This Master Agreement is hereby entered into this ___th day of _____, 2011, by and among the City of Junction City, Kansas, a municipal corporation (the “City”), Geary County, Kansas (the “County”), and the Junction City Area Chamber of Commerce, a Kansas Non-Profit Corporation (the “Chamber”).

WHEREAS, pursuant to joint action designated as General Ordinance G-928 approved by the City on August 22, 2002, and Resolution 8-19-02 adopted by the County on August 19, 2002 (the “Joint Action”), the City and the County jointly established the Junction City-Geary County Joint Economic Development Commission (the “EDC Board”), funded as provided in the Joint Action; and

WHEREAS, the Joint Action obligates the City or the County to fund the EDC Board from budget year to budget year, unless either party cancels the Joint Action by notice to the other prior to April 1 of any budget year, effective at the end of such budget year;

WHEREAS, the purpose of the EDC Board is to study, investigate and promote industrial development within Geary County, Kansas under the laws of the state of Kansas and recommend the necessary expenditures and actions to accomplish these purposes (the “Economic Development Services”); and

WHEREAS, pursuant to K.S.A. 12-1692 et. seq. and initial Resolution 3-20-78A, the County established the Geary County Convention and Visitors Bureau (the “CVB”), as authorized by statute, to-wit: K.S.A. 12-1697, and did, by the passage of Charter Resolution 11-28-89B set the transient guest tax utilized in Junction City and Geary County, Kansas, at the current rate of five percent (5%), for the purpose of promoting tourism and conventions and thus aiding in the economic development of Junction City and Geary County the County established the Geary County Convention & Visitors Bureau (the CVB”); and

WHEREAS, the purpose of the CVB is to promoting tourism and conventions and thus aiding in the economic development of Junction City and Geary County (the “CVB Function”); and

WHEREAS, the Military Affairs Council (“MAC”) currently exists as a volunteer board for the purpose of promoting the relationship between Fort Riley and the City and the County (the “Military Affairs Services”); and

WHEREAS, the Military Affairs Services are currently funded in whole by the County, and will be funded jointly by the County and the City in 2012; and

WHEREAS, the County and the City are authorized pursuant to the provisions of K.S.A. 12-2901 et. seq. to contract with each other to perform any governmental service, activity or undertaking which each contracting entity is authorized by law to perform and may each or jointly contract with a private agency to do the same, and

WHEREAS, to promote for economic efficiency and to maximize the effectiveness of the EDC Board, the CVB, the MAC and the Chamber, the City and the County deem it to be in the best interest of the citizens and taxpayers of the City and County to consolidate the EDC Board, the CVB and the MAC under a single organization, and to enter into agreements with the Chamber whereby the Chamber will modify its organizational structure, and as reorganized (hereinafter referred to as the "Reorganized Chamber"), will enter into agreements with the County and the City to perform the Economic Development Services, the CVB Function and the Military Affairs Services; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

1. **Authority.** Pursuant to the authority set forth in K.S.A. 12-2901 et. seq., the County and the City enter into this Agreement to consolidate the EDC Board, the CVB and the MAC under the Reorganized Chamber, and to enter into agreements in the form attached hereto whereby the Reorganized Chamber will perform the Economic Development Services, the CVB Function and the Military Affairs Services for the County and the City. Pursuant to such authority, upon approval by the Attorney General, the County will file for recording an executed copy of this Agreement with the Register of Deeds of Geary County and will file a copy with the Kansas Secretary of State.

2. **Services.**

- a. The parties hereto agree that the Reorganized Chamber, the County and the City will enter into the Economic Development Services Agreement in the form attached hereto as **Exhibit A**, pursuant to which the Reorganized Chamber will perform the Economic Development Services as described therein.
- b. The parties hereto agree that the Reorganized Chamber and the County will enter into the Joint Service Agreement and Resolution Regarding the Convention and Visitors Bureau and Its Activities in the form attached hereto as **Exhibit B**, pursuant to which the Reorganized Chamber will perform the CVB Function as described therein.
- c. The parties hereto agree that the Reorganized Chamber, the County and the City will enter into the Military Affairs Services Agreement in the form attached hereto as **Exhibit C**, pursuant to which the Reorganized Chamber will perform the Military Affairs Services as described therein.

3. **Reorganization.**

- a. The Chamber will retain the name of "The Junction City Area Chamber of Commerce."
- b. The Chamber will amend its Bylaws to adopt the organizational structure described on the attached **Exhibit D** labeled "Chamber Structure" - consisting of a Board of Directors (described in more detail below), a

President/CEO who shall report to the Board of Directors, and four advisory committees to be known individually as “Chamber Activities Advisory Committee,” “Convention & Visitors Advisory Committee,” and “Economic Development Advisory Committee” and “Military Affairs Advisory Committee” (collectively the “Advisory Committees,” each of which shall report to the President/CEO).

- c. The Chamber will be governed by a Board (the “Board of Directors”) which will consist of thirteen members. All members of the Board of Directors shall be Chamber members. In addition, the members of the Board of Directors shall have the qualifications and shall be appointed as follows:

JUNCTION CITY AREA CHAMBER OF COMMERCE	
BOARD OF DIRECTORS	
<u>Qualification</u>	<u>Appointing Authority</u>
County Commissioner	County Commission
City Commissioner	City Commission
Representative of Chamber Activities Advisory Board	Initially approved by Chamber – after initial term appointed by Chamber Activities Advisory Committee,
Representative Economic Development Advisory Committee	Initially appointed by the existing EDC Board – after initial term appointed by Economic Development Advisory Committee
Representative Convention & Visitors Advisory Committee	Initially appointed by the existing CVB Board– after initial term appointed by Convention & Visitors Advisory Committee
Representative Military Affairs Advisory Committee	Initially appointed by the MAC – after initial term appointed by Military Affairs Advisory Committee
Seven (7) at large	Initially appointed by the Transition Board – after initial term appointed by a vote of the remaining Board of Directors

- d. The initial term of office of each member of the Board of Directors will commence on the appointment and approval of such member as provided in the previous section and end December 31, 2012. No later than October 1, 2011, the initial Board of Directors shall provide for staggered terms of membership for the succeeding Board of Directors. Such framework shall be reflected in the Chamber's new Bylaws.
- e. The Board of Directors will hire a President and Chief Executive Officer (the "President/CEO") to oversee operations of the Chamber, to oversee all divisional staff, and to implement annual budgetary plans and programs approved by the Board of Directors.
- f. The Board of Directors will have complete authority over the President/CEO and the Advisory Committees, and will set all policies, budgets, annual business and strategic plans for the Chamber.
- g. The Chamber will establish four business divisions (collectively, "Business Divisions") and hire staff for each business division who will report to the President/CEO. The Business Divisions will be known individually as: the Chamber Activities Business Division, the Economic Development Business Division and the Convention and Visitors Business Division and the Military Affairs Division. The Chamber Activities Business Division will be solely responsible for performing chamber of commerce functions currently performed by the Chamber and the Military Affairs Services, and such other functions as approved by the Board of Directors. The Economic Development Business Division will be primarily responsible for performing the Economic Development Services and such other functions as approved by the Board of Directors. The Convention and Visitors Business Division will be primarily responsible for performing the CVB Function and such other functions as approved by the Board of Directors. The Military Affairs Division will be primarily responsible for _____, and such other functions as approved by the Board of Directors.
- h. The Board of Directors in its sole discretion, but with advice from the Advisory Committees, will set the budget for each business division for each calendar year, as, with respect to EDC, CVB and MAC budgets, more fully set forth in the Economic Development Services Agreement, the Service Agreement and Resolution Regarding the Convention and Visitors Bureau and Its Activities, and the Military Affairs Services Agreement attached hereto as Exhibits A, B and C.
- i. The Board of Directors in its sole discretion, but with advice from the Advisory Committees, will determine the size, composition and scope of

the Advisory Committees. The Advisory Committees will provide advisory input to their corresponding business divisions.

4. **Financing and Budget.** The manner of budgeting for and financing the performance by the Reorganized Chamber of the Economic Development Services, the CVB Function and the Military Affairs Services shall be as set forth in the Economic Development Services Agreement, the Joint Service Agreement and Resolution Regarding the Convention and Visitors Bureau and Its Activities, and the Military Affairs Services Agreement attached hereto as Exhibits A, B and C.
5. **Term and Termination.** The initial term of this Agreement shall begin on the date approved by all parties and terminate on December 31, 2012, unless terminated earlier in accordance with this Agreement.
6. **Chamber Offices.** It is the intent of the parties to bring all functions of the Chamber (Chamber, EDC, CVB and MAC) into one central location as soon as reasonably possible and feasible.
7. **KORA and KOMA.** All functions of the Economic Development Business Division, including the meetings of Economic Development Advisory Committee and agenda items of meetings of the Board of Directors relating to the Economic Development Services, of the Convention Visitors Business Division, including the meetings of the Convention Visitors Advisory Committee and agenda items of meetings of the Board of Directors relating to the CVB Function, and functions of the Chamber and its Committees relating to Military Affairs Services, shall be subject to the Kansas Open Records Act and the Kansas Open Meetings Act.
8. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.
9. **Entire Agreement.** This Agreement, including all Exhibits which are incorporated herein by reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and the Chamber, and attached hereto.
10. **Assignment.** Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the City, the County and Chamber. No party shall not assign any interest in this Agreement without the prior written consent of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year set forth below.

CITY OF JUNCTION CITY, KANSAS

JUNCTION CITY AREA CHAMBER
OF COMMERCE

Mayor
Dated:

Title:
Dated:

ATTEST:

Tyler Ficken, City Clerk

GEARY COUNTY, KANSAS

By: _____
Chairman
Dated:

By: _____
Commissioner
Dated:

By: _____
Commissioner
Dated:

ATTEST: _____
County Clerk

Approved pursuant to K.S.A. §12-2904(g):

Office of the Attorney General of Kansas

EXHIBIT A
Economic Development Services Agreement

EXHIBIT B

**Joint Service Agreement and Resolution
Regarding the Convention and Visitors Bureau and Its Activities**

EXHIBIT C
Military Affairs Services Agreement

EXHIBIT D
Organizational Structure