

FUNDING AGREEMENT
by and between
CITY OF BEL AIRE, KANSAS
and
BEL AIRE AREA CHAMBER OF COMMERCE, INC.

This Agreement is made and entered into this 18th day of November, 2025, by and between the City of Bel Aire, Kansas (hereinafter “City”) and The Bel Aire Area Chamber of Commerce, Inc., a not-for-profit corporation duly organized under the laws of the State of Kansas (hereinafter “Chamber”).

WHEREAS, Chamber has submitted a request to City for funding services which will benefit residents, businesses seeking education, promote local business community, encourage business development and business relationships in Bel Aire; and.

WHEREAS, it is in the best interests of the City, the Chamber, and the general public that a new funding agreement which supersedes all other funding agreements be entered into between the parties; and

WHEREAS, in consideration for Chamber’s continued operation, the parties have agreed on certain levels of City funding to Chamber.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter contained, City and Chamber hereby agree as follows:

1. Purpose. The sole purpose of this Agreement is to define the organizational and financial relationship between City and Chamber as it relates to funding of Chamber operations by the City.
2. Term. The term of this Agreement is for one (1) year commencing January 1, 2026 and ending December 31, 2026.
3. Organization
 - A. Each year, the City of Bel Aire shall appoint a representative to serve on the Chamber Board for the duration of the grant.
 - B. The Chamber shall hire an Executive Director and shall be solely responsible for supervising, evaluating, directing, and performing all other employment-related duties for that position.
 - C. The Chamber shall pay all salary, benefits, and related expenses for the Executive Director.
 - D. The Chamber Board, or the Director, shall prepare a quarterly report for the City summarizing marketing efforts, providing a current membership list, submitting a year-to-date budget report, and outlining all other activities for the reporting period.

- 44 E. The Chamber shall create and maintain its own communication platforms. The
45 Chamber Director shall manage all related content. The City will provide links on
46 its website and may assist by sharing posts on social media.
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- 48 F. The Chamber Board or Director, shall assist the Bel Aire Recreation Department
49 with three (3) community events as outlined below.
50 i. The three (3) community events shall be the Spring Easter Egg Hunt, Fall
51 Festival, and Christmas Event.
52 ii. The Chamber will provide at least four (4) volunteers for each event.
53 iii. The Chamber will raise funds to cover expenses for each event, with each
54 event's budget to be mutually agreed upon by the Bel Aire Recreation
55 Department and Chamber.
56 iv. The Chamber may plan other events for fundraising but will receive no
57 assistance from the Bel Aire Recreation Department.
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59 4. City Funding

- 60 A. In exchange for Chamber's performance of programs and services, City agrees to
61 provide the following funding to Chamber in 2026: **TWELVE THOUSAND**
62 **DOLLARS AND NO CENTS (\$12,000.00).**
63 B. Funding shall be distributed in one (1) payment in the first quarter of 2025. Such
64 payment is contingent upon City's receipt of an invoice.
65 C. The City will reevaluate this funding for the 2027 budget and determine whether to
66 continue funding.
67 D. The City will remain responsible for paying its annual Chamber membership fee.
68 E. In the event the Chamber voluntarily or involuntarily dissolves, ceases operations,
69 merges with another entity, or otherwise becomes unable to fulfill the purposes of
70 this Agreement, all unexpended municipal funds, and any municipal funds or assets
71 purchased in whole or in part with municipal funds, shall immediately revert to the
72 City. The Chamber shall provide the City with a final accounting of all municipal
73 funds within thirty (30) days of dissolution or cessation of operations. The City
74 reserves the right to recover any such funds or property through appropriate legal
75 means if not returned voluntarily.
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77 General Terms and Conditions

- 78 5. Contractual Relationship. The legal relationship between Chamber and City is of a
79 contractual nature. The parties assert and believe that Chamber is acting as an independent
80 contractor in providing the services and programs required by City hereunder. Chamber is
81 at all times acting as an independent contractor and not as an officer, agent, or employee of
82 City. As an independent contractor, Chamber, or employees of Chamber, will not be within
83 the protection or coverage of City's worker's compensation insurance, nor shall Chamber,
84 or employees of Chamber, be entitled to any current or future benefits provided to
85 employees of City. Further, City shall not be responsible for the withholding of social

86 security, federal, and/or state income tax, or unemployment compensation from payments
87 made by City to Chamber.
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- 89 6. Authority to Contract. Chamber assures it possesses legal authority to contract under this
90 Agreement; that resolution, motion or similar action has been duly adopted or passed as an
91 official act of Chamber's governing body, authorizing the signing of this Agreement,
92 including all understandings and assurances contained therein, and directing and
93 authorizing the person identified as the official representative of Chamber to act in
94 connection with the application and to provide such additional information as may be
95 required.
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97 7. Termination.

98 A. For Cause. In the event of any breach of the terms or conditions of this Agreement by
99 Chamber, or in the event of any proceedings by or against Chamber in bankruptcy or
100 insolvency or for appointment of receiver or trustee or any general assignment for the
101 benefit of creditors, City may, in addition to any other remedy provided it by law or in
102 equity or other right reserved to it elsewhere in this Agreement, without any liability to
103 Chamber on account thereof, by written notice, terminate immediately all or any part
104 of this Agreement and Chamber shall be liable to pay to City any excess cost or other
105 damages caused by Chamber as a result thereof.

106 B. For Convenience. City shall have the right to terminate this Agreement for convenience
107 in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon
108 receipt of such termination notice, Chamber shall not incur any new obligations and
109 shall cancel as many outstanding obligations as reasonably possible. In such event, City
110 shall allow full credit to Chamber for the grant share of the non-cancelable obligations
111 properly incurred by Chamber prior to termination.

112 C. Due to Reduction in Funds. It is understood that funding may cease or be reduced at
113 any time. In the event that adequate funds are not available to meet the obligations
114 hereunder, either party reserves the right to terminate this Agreement upon thirty (30)
115 days written notice.
116

- 117 8. Complete Agreement. This Agreement and the documents incorporated herein contain all
118 the terms and conditions agreed upon by both parties. No other understandings, oral or
119 otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to
120 bind any of the parties hereto. Any agreement not contained herein shall not be binding on
121 either party, nor shall it be of any force or effect.

- 122 9. Assignment. Neither this Agreement nor any rights or obligations created by it shall be
123 assigned or otherwise transferred by either party without the prior written consent of the
124 other. Any attempted assignment without such consent shall be null and void.
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- 126 10. Amendments. Neither this Agreement nor any rights or obligations created by it shall be
127 amended by either party without the prior written consent of the other. Any attempted
128 amendment without such consent shall be null and void.

11. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

12. Nondiscrimination and Workplace Safety. Chamber agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement.

13. Retention of Records. Unless otherwise specified in this Agreement, Chamber agrees to preserve and make available to City at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

A. Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

14. Inspection/Audit of Facilities and Records of Chamber. City shall have the right of inspection of Chamber's facilities and records at any time during Chamber's regular business hours, and at any other time provided that City gives Chamber twenty-four (24) hours' notice of its intent to inspect. This right of inspection shall include the right to monitor and inspect Chamber's programs as well as the right to inspect all books containing any type of participant data or financial documentation relating to funding provided by City.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 18th day of November, 2025.

SIGNED by the Mayor on the _____ day of November, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

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SIGNED by the Chamber on the _____ day of November, 2025.

CENTRAL EQUIPMENT, LLC..

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(Authorized Signature: Name, Title)
Aaron Maxwell, Chamber President

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