

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 _____ day of _____, 2025, by and between the City of Bel Aire, Kansas (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 (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, 2025 and ending December 31, 2025.
3. Organization
 - A. The City may be able to provide office space for the Chamber Director at the Bel Aire City Hall, if requested.
 - B. A City representative shall be appointed annually to the Chamber Board as an Officer, if so elected, or as a regular appointee while the grant is in effect.
 - C. The Chamber shall create a job description, hire, fire, evaluate, supervise and accept all other responsibilities for a Chamber Executive Director.
 - D. The Chamber shall supply the Director a computer or laptop, printer/copier, cell phone or stipend and all other materials and office supplies required for this position.
 - E. The Chamber shall pay the salary and all other expenses for the Director Position.

- F. The Chamber Board or Director, shall create a quarterly report for the City detailing marketing, membership and all other activities for that month.
 - G. The Chamber will create its own website and social media outlets which will be the responsibility of the Chamber Director.
 - H. The City will provide links in its website and assist in social media sharing.
 - I. The Chamber Board or Director, shall assist the Bel Aire Recreation Department with three (3) community events as outlined below.
 - i. The three (3) community events shall be the Spring Easter Egg Hunt, Fall Festival, and Christmas Event.
 - ii. The Chamber Director shall pledge a minimum of forty (40) hours of assistance to the Bel Aire Recreation Department for each event.
 - iii. The Chamber will provide at least four (4) volunteers for each event.
 - iv. The Chamber will raise funds to cover expenses for each event. (Budget for each event shall be agreed upon by the Bel Aire Recreation Department and Chamber.)
 - v. The Chamber may plan other events for fundraising but will receive no assistance from the Bel Aire Recreation Department.
 - J. The Chamber shall annually provide the City with an annual financial report detailing income and expenses.
4. City Funding
- A. In exchange for Chamber's performance of programs and services, City agrees to provide the following funding to Chamber in fiscal year 2025: FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000.00).
 - B. Funding shall be distributed in one (1) payment in the first quarter of 2025. Such payment is contingent upon City's receipt of an invoice.
 - C. The City will reevaluate this funding for the 2026 budget and determine its success.
 - D. City reserves the right to withhold any quarterly payment if City believes that Chamber is not spending such City funding for a public purpose or as required by this Agreement.
 - E. The City will be responsible for its annual membership fee.

General Terms and Conditions

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

state income tax, or unemployment compensation from payments made by City to Chamber.

6. Authority to Contract. Chamber assures it possesses legal authority to contract under this Agreement; that resolution, motion or similar action has been duly adopted or passed as an official act of Chamber's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Chamber to act in connection with the application and to provide such additional information as may be required.
7. Termination.
 - A. For Cause. In the event of any breach of the terms or conditions of this Agreement by Chamber, or in the event of any proceedings by or against Chamber in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, City may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Chamber on account thereof, by written notice, terminate immediately all or any part of this Agreement and Chamber shall be liable to pay to City any excess cost or other damages caused by Chamber as a result thereof.
 - B. For Convenience. City shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Chamber shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, City shall allow full credit to Chamber for the grant share of the non-cancelable obligations properly incurred by Chamber prior to termination.
 - C. Due to Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days written notice.
8. Complete Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.
9. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.
10. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement by signature of their duly authorized officers the day and year first above written.

CITY OF BEL AIRE, KANSAS
COMMERCE, INC.

BEL AIRE AREA CHAMBER OF

Jim Benage
Mayor

Aaron Maxwell
Chamber President

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney