

CERTIFICATION OF CLERK

I, Brenda K. Wolf, the duly appointed, qualified, and City Clerk of Manhattan, Kansas, do hereby certify that the foregoing Agreement was duly adopted at a meeting of the City of Manhattan, Kansas, held on the 15th day of December, 2020, and that said Agreement has been compared by me with the original thereof on file and of record in my office, is a true copy of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Manhattan, Kansas, this 16th day of December, 2020.



Brenda K. Wolf

Brenda K. Wolf, CMC, City Clerk

FORT RILEY PROMOTION AGREEMENT

This Agreement is hereby entered into this 15th day of December, 2020, by and between the City of Manhattan, Kansas, a municipal corporation (hereinafter “City”), and the Manhattan Area Chamber of Commerce, a Kansas Non-Profit Corporation (hereinafter “Chamber”).

WHEREAS, the Fort Riley Military Reservation (“Fort Riley”) is located in the City’s surrounding area, and is an industry which is vital to the City’s economic stability; and,

WHEREAS, Fort Riley’s continued sustainment requires active support by and coordination of local government and state and federal officials; and,

WHEREAS, the Governing Body of the City desires to obtain services related to the support of Fort Riley and the management of its impact on the City; and,

WHEREAS, the Chamber, through its skilled and knowledgeable military liaison and other employees, is qualified and capable of performing the services related to the support of Fort Riley and the management of its impact on the City.

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

1. **Contingency.** This Agreement is expressly conditioned upon the satisfaction of the following contingency: that the Chamber shall provide matching funds in the amount of Forty Thousand Dollars (\$40,000) for the purposes set forth in this Agreement. If the Chamber has not provided the matching funds by January 1, 2021, this Agreement shall terminate.
2. **Services.**
 - a. City agrees to retain the Chamber and the Chamber agrees to perform and complete the services related to the support of Fort Riley and the management of its impact on the City, as generally described in the Scope of Work, attached as Exhibit A and incorporated by reference. The term “Services” when used in this Agreement shall mean all services set forth in the Scope of Work, including revisions. The Chamber shall not provide any additional services without the prior written consent of the City.
 - b. The City reserves the right to direct revision of the Services at the City’s discretion.
3. **Compensation.** As consideration for performing and completing the Services, the City shall pay the Chamber the lump sum amount of Forty Thousand Dollars (\$40,000). Said sum shall be paid as follows: \$3,333.33 on or before the 10th of each month commencing in January 2021 through November 2021. The final payment shall be in an amount of \$3,333.37 paid on or before the 10th of December, 2021.

4. **Fort Riley Promotion Fund.** The Chamber shall create a fund known as the Fort Riley Promotion Fund (“Fund”) and the Chamber shall place all compensation provided in Section 3 in the Fund. The Chamber shall budget and account the Fund as follows:
 - a. Cash carryover and all reserves shall be budgeted.
 - b. The budget of the Fund shall be balanced, meaning that total anticipated revenues must equal total expenditures.
 - c. In order to build a minimum cash balance in the Fund, a cash reserve expense line-item shall be budgeted. This line item shall remain an unappropriated expense line item.
 - d. All fixed assets and debt service payments shall be identified on the monthly reports required in Section 5 as an expense line-item.
 - e. The Chamber may commingle the compensation provided in its general checking account, provided that the Fund is treated as a separate line item. At no time may the cash balance of the Fund be in a deficit position, regardless of the amount of cash in the checking account.
 - f. In July 2021, the Chamber shall evaluate the Fund to identify potential revenue shortfalls or expenditure over-runs and adjust the Fund, as necessary. If needed, the Chamber shall submit a revised budget to the City in the year-end report required in Section 5.
 - g. All goods and services, including professional services, with a total value exceeding \$20,000 that are purchased by the Chamber to meet its obligations under this Agreement, shall be procured through a competitive process such as a request for qualifications, request for proposals, or accepting quotes from a minimum of three qualified vendors.
5. **Reporting to the City.**
 - a. **Monthly Reports.** The Chamber of Commerce President shall review and monitor the status of the Fund’s revenues and expenditures monthly. The President shall address and correct any problems immediately. The President shall produce and provide to the City a monthly financial balance sheet which includes actual year-to-date expenditures and revenues and a description of any problems corrected by the President.
 - b. **Presentation to the Governing Body.** The Chamber shall update the Governing Body about the status of the Fund, including current Chamber financing, projects and programs, in an annual report presented at a formal meeting on a date set by the City and the Chamber. The report shall include the past two-year actual, original 2021, year-to-date 2021, and revised 2021 revenues and expenditures. If the parties intend to enter into a similar agreement for 2022, the report shall include the Chamber’s proposed 2022 fiscal budget including proposed revenues and expenditures.

- c. **Records.** All books and records kept by the Chamber in the ordinary course of business and based upon which the entity prepares the monthly, mid-year, and final reports required under this Agreement shall be maintained and preserved by the entity until 1 year after the termination of this Agreement. The City shall upon request be given reasonable opportunity to review and inspect, at the business location of the Chamber, or such other mutually acceptable place, such books and records so long as the same exist for the purpose of verifying that funds distributed to the Chamber under this Agreement were expended by the Chamber in accordance with the terms of this Agreement. Such verification shall be documented in the City's annual audit report. The foregoing to the contrary notwithstanding, the City shall only be permitted to review books, records and transactions pertaining to the Chamber's expenditure(s) of funds distributed to the Chamber under this Agreement and shall not be permitted to review or inspect any books or records which contain proprietary or protected information; information which as a matter of law or contract, the entity is obligated to maintain in confidence and not disclose to any person; information protected by a recognized legal principle permitting the non-disclosure thereof in any legal proceeding; or, information which is relevant to any pending or contemplated legal or administrative proceeding.

6. **Term and Termination.**

- a. The term of this agreement shall be for one year, beginning on January 1, 2021, and terminating on December 31, 2021, unless terminated earlier in accordance with this Agreement. Upon termination on December 31, 2021, the Chamber shall return any remaining funds to the City, unless the Chamber and the City have entered into a similar agreement for 2022. If the parties do so, any remaining funds shall be cash carryover for the Fund in 2022.
- b. The City may withhold, or reduce, the payment of any and all monthly installment(s) due hereunder for any reason, including if the City, in its sole discretion, determines that such funds are needed to fulfill other City functions, including increasing the City reserves. In such event, the City or the Chamber may terminate this Agreement upon thirty (30) days written notice to the other party. The City shall compensate the Chamber for any Services completed before the date that notice of termination or nonpayment was received, and the Chamber shall return to the City any compensation remaining after the Chamber has been paid for completed Services.

7. **Relationship of the Parties.** The parties agree that the Chamber is an independent contractor in the performance of the Services. The Chamber's employees, agents, or subconsultants shall not be considered employees of or subject to the direction and control of the City. The Chamber shall be solely responsible for providing workers compensation insurance coverage, liability insurance, and for all other items incidental to employment.

8. **Indemnification.** The Chamber hereby holds the City harmless, and agrees to indemnify the City, for all damages, claims and costs, including attorney's fees, to which the City may become liable, arising out of the Chamber's performance, or lack thereof, of its obligations hereunder.

9. **Discrimination Prohibited.** The Chamber shall not aid or permit discrimination in employment or in the delivery of programs and services because of age, race, religion, color, sex, disability, national origin, or ancestry. The Chamber shall not permit its vendors or subcontractors aid or permit discrimination in the performance of the Services.
10. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.
11. **Entire Agreement.** This Agreement, including attachments 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.
12. **Assignment.** Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the City and Chamber. The Chamber shall not assign any interest in this Agreement without the City's prior written consent. If the Chamber assigns an interest in this Agreement without the City's prior written consent, such assignment shall be void, and City may immediately terminate or suspend this Agreement.
13. **Third Parties.** The Services to be performed by the Chamber are intended solely for the benefit of the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

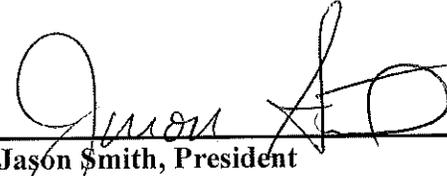
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CITY OF MANHATTAN, KANSAS

MANHATTAN AREA CHAMBER OF
COMMERCE



Usha Reddi, Mayor



Jason Smith, President

ATTEST:

Brenda K. Wolf, CMC, City Clerk



Exhibit A

Manhattan Area Chamber of Commerce

Economic Development Division

Military Community Liaison

MISSION: Serve as the Manhattan area liaison for Fort Riley and other local military related operations to strengthen the relationship between Manhattan and Fort Riley and bring about a heightened awareness of one community's importance to the other.

GOALS: Coordinate military activities for the Manhattan Area Chamber of Commerce, City of Manhattan, Riley County and surrounding areas. Facilitate programming to encourage cooperation, participation in the area economy, foster friendship and increase understanding between military leadership, Soldiers, military families and the community. Inform businesses of troop level projections and growth plans.

Action Plan:

- Establish and maintain a close working relationship with Fort Riley personnel and those of local military units including active component, National Guard and Reserve.
- Provide administrative support to those coordinating community efforts in the areas of housing, roads, schools, workforce, childcare, land use, sustainability, education, recreation, and medical as they affect Fort Riley and other local military units, and help coordinate all such efforts with the City of Manhattan and the Manhattan Area Chamber of Commerce.
- Coordinate the efforts for such events as, but not limited to, monthly Military Relations Committee meetings, Little Apple Brigade Spring Social and annual Military Ball, Yellow Ribbon activities, military appreciation events, receptions, picnic and golf tournaments for senior Fort Riley leadership.
- Coordinate activities for the Manhattan area associated with AUSA including organization for travel and plans to the annual meeting in DC.
- Work with the military liaison for Junction City/Geary County, K-State Military and Veteran Affairs, director for the Governor's Military Council and the civilian Aides to the Secretary of the Army and other organizations that support the military on a regular basis.
- Maintain the Military Relations and Yellow Ribbon Social Facebook pages on the website and maintain a social networking presence to build interest in our program via electronic outlets.

- Submit written articles and pictures for publication in area newspapers, and magazines. Participate in area radio shows and work to promote the efforts of the MRC through all appropriate media outlets.
- Provide current information to all Fort Riley families through monthly Fort Riley Town Hall Meeting, Family Readiness Group briefings, MWR presentations and email distribution groups.
- Run Yellow Ribbon activities in support of families of deployed or otherwise displaced Soldiers.
- Create networking opportunities for area business members with Fort Riley personnel.
- Participate in the planning and execution of all aspects of the Veterans Day parade and events in conjunction with the Flint Hills Veterans Coalition.
- Prepare and submit reports or data to Chamber and governing bodies on policy issues or ordinances that may need to be enacted or changed to support local military operations.
- Help educate and ensure that area businesses are aware of potential contracts on Fort Riley, projected troop movements and deployments, and growth plans.
- Represent Manhattan and the surrounding area during meetings/classes for incoming soldiers and their families as well as FRG pre-deployment briefs, FRG meetings and monthly Fort Riley Town Hall meetings.
- Make presentations to civic clubs and community on the economic impact of the military on the Flint Hills region.
- Represent the area at functions such as Fort Riley's Retiree Appreciation Day and Pre-Retirement Orientation to encourage retiring military personnel to stay in region.
- Encourage community leaders to participate in Fort Riley events such as retirement ceremonies and changes of command.
- Facilitate tours of Fort Riley for community groups and schools here and across the state who desire to know more about the military.
- Foster strong relationships with all Fort Riley senior leadership with a two-way open door policy for issue resolution and community friendship.
- Create partnership opportunities with community organizations and Fort Riley to showcase and strengthen our commitment to the area's military connected community.
- Promote awareness of military support through membership in area organizations and leadership positions.

Main Events:

- Monthly MRC Luncheons
- Annual LAB Spring Social Event
- Annual LAB Ball

- Annual Military Family Appreciation Day at the Kaw Valley Rodeo
- Annual K-State/Ft. Riley Day football game
- Annual Veterans Day parade
- Annual AUSA annual meeting trip to D.C.
- Quarterly MRC Executive Committee meetings
- Monthly Fort Riley Town Hall meetings, weekly Victory Welcomes, Fort Riley Chamber Meetings, various Community Engagement meetings
- Military related Boards and memberships: Association of Defense Communities, Armed Forces Community Foundation, Association of the United States Army, Blue Star Families, Central Kansas Military Community Foundation, Flint Hills Veterans Coalition.