

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN
LEE'S SUMMIT CHAMBER OF COMMERCE, INC AND
THE CITY OF LEE'S SUMMIT, MISSOURI**

This Agreement, made and entered into this 2nd day of July, 2014, is by and between Lee's Summit Chamber of Commerce, Inc., a Missouri nonprofit corporation (the "Chamber"), and the City of Lee's Summit, Missouri, a Missouri constitutional charter city (the "City").

WITNESSETH:

WHEREAS, the Chamber is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City in the past; and

WHEREAS, The Lee's Summit Brand is the embodiment of how the City wants its audiences to feel about Lee's Summit. A strong brand personality allows Lee's Summit to present a clear, concise, relevant message.

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate funds to the Chamber as compensation for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and mutual benefits from the tourism and community marketing services set forth, the Chamber and the City agree as follows:

I. SCOPE OF SERVICES TO BE PROVIDED BY CHAMBER

A. Tourism Destination Marketing

Marketing- Utilize research as the foundation for all development, execution and implementation to ensure our messaging remains relevant in positioning the City as a tourism destination, including, without limitation, the following:

- 1, Creation and maintenance of a tourism website; and

Benchmark Accountability Indicator: Number of hits, and with time spent navigating the site annually.

- 2, Design, print and distribute tourism brochures; and

Benchmark Accountability Indicator: Number of brochures and visitors guides distributed annually.

- 3, Development, execution and placement of destination marketing materials in those publications which target our primary and secondary audiences. Target our messaging platforms to specific market segments to ensure that our messages are relevant to our intended target audience...delivering the right message to the right audience.

Benchmark Accountability Indicator: Employee media measurement tools in order to continually monitor reach, frequency, household circulation, impressions and cost per thousand.

Benchmark Accountability Indicator: Negotiate rates that will continue to increase our buying clout in order to leverage our budget (dollars), while delivering demonstrable savings to the City. Saving & services must continue to exceed those of traditional 3rd party marketing & advertising firms.

B. Community Marketing:

- 1, Continue to ensure that City's brand messaging is steeped in research.

Benchmark Accountability Indicator: As needed, update a quantitative research study that tracks those dimensional "benchmarks" from the North Star Study (Unaided and aided awareness, attitudinal and perception reporting).

- 2, Continue to build Private Sector Cooperative branding alliance opportunities.

- 3, Community Marketing Manager will continue to work with City, DLSMS, EDC, Chamber and Private Sector Business Partners.

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- 5, Community Marketing Manager will continue to work with the Marketing Task Force, comprised of City, DLSMC, EDC & Private Business Representatives

- 6, Continue to track all available media measurements including; reach, frequency, household penetration, circulation, CPM (cost per 1000), website/visitation duration.

- 7, Continue to develop, create & revise all Power Point Presentation Materials as needed to include timely research finds and pockets of opportunity within the community.

- 8, Continue to coordinate, concept, write and plan all communication materials with City, Chamber and Private Sector partners.

- 9, Continue to ensure maximum impact ROI on all branding investment dollars. (value added, no-charge, bonus spots, preferred position and extra inclusions).

- 10, Continue to enforce the Graphic Brands Standards to ensure that it remains true and consistent in order to protect our trademark and therefore safeguard our investment.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2014 to June 30, 2017. It is contemplated that the parties may enter into similar agreements for successive years, and to that end there shall be a review of the Chamber's performance by the City Manager. The City Manager's review shall be completed no later than April 1, 2017. To facilitate the review, the Chamber shall submit a copy of its annual budget each year by March 1, meet regularly with the City Manager, and provide reports of activity, at least quarterly, to the City Manager. The City Manager shall inform the Chamber by April 30 of the results of the City Manager's review.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate the Lee's Summit Chamber for the Services as outlined in Section I-A&B in a lump sum amount of \$126,000 at the beginning of each fiscal year. All compensation for the Services is subject to annual appropriations by the City. With the adoption of the annual City budget, the compensation for each fiscal year provided for in the Agreement is subject to appropriation, or non-appropriation at the time.

-The Chamber shall spend said sums in accordance with the budget, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

IV. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

The Chamber shall permit an authorized representative of the City to inspect and audit all data and records of the Chamber related to its performance under this Agreement.

The Chamber shall submit an accounting of all funds spent by the Chamber for the preceding fiscal year on or before December 1 of each year.

V. SUBCONTRACTS

The Chamber and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

VI. NON-DISCRIMINATION PROVISIONS

The Chamber will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

VII. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

VIII. CONFLICT OF INTEREST\POLITICAL ACTIVITY

The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.

The Chamber shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.

IX. INDEPENDENT CONTRACTOR

The Chamber is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

X. INDEMNIFICATION

The Chamber shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Chamber or its agents, employees, or subcontractors, arising out of or in any way connected with the the subject matter of this Agreement and the work and operations expressly authorized herein; provided, however, that the Chamber need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom the Chamber has contracted for additional services under the terms of the Agreement.

XI. CANCELLATION, TERMINATION OR SUSPENSION

A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement immediately if funds are not appropriated for the Services described herein. The City shall have the right to terminate this Agreement in the event that the Chamber is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below.

B. In the event of such default or violation by the Chamber, the City shall send to the Chamber by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The

Chamber shall cure or remedy said violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within twenty (20) working days or a longer time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Termination as aforesaid shall not relieve the Chamber of liability to the City for damages sustained by the City by virtue of any breach of this Agreement.

XII. NOTICE

Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Manager
City of Lee's Summit
220 S.E. Green Street
P.O. Box 1600
Lee's Summit, Missouri 64063

Notice to the Chamber shall be addressed to:

President
Chamber of Commerce
220 S.E. Main
Lee's Summit, Missouri 64063

XIII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Chamber mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XIV. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.


XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other


matters, whether oral written, are hereby merged into and made a part hereof, and are not of further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.


CITY OF LEE'S SUMMIT, MISSOURI
Missouri constitutional charter city


Stephen A. Arbo, City Manager


LEE'S SUMMIT CHAMBER OF
COMMERCE, INC.
a Missouri nonprofit corporation


Nancy K. Bruns, President

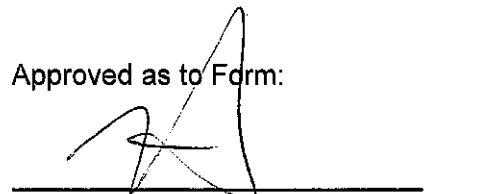
ATTEST:


Denise R. Chisum, City Clerk

ATTEST:


Secretary

Approved as to Form:


Trevor Stiles, Assistant City Attorney

AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT CHAMBER OF COMMERCE, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY.

WHEREAS, Lee's Summit Chamber of Commerce, Inc. (the "Chamber") is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City of Lee's Summit, Missouri (the "City") in the past; and,

WHEREAS, the City, by Ordinance No. 4611, did levy a license tax on certain gross receipts of hotels, motels and similar places of business, the proceeds of which were to be used to promote the general economic welfare of the City, including, but not limited to, the attraction and retention of business and industry to the community and/or the promotion and provision of facilities for tourism, conventions, and visitors; and,

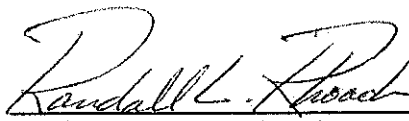
WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate proceeds from the license tax to the Chamber as compensation for the performance of services pursuant to the attached Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager is hereby authorized and directed to execute on behalf of the City of Lee's Summit the attached Public Service Agreement by and between the City of Lee's Summit and Lee's Summit Chamber of Commerce, Inc.

SECTION 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED by the City Council of Lee's Summit, Missouri, this 19th day of June, 2014.



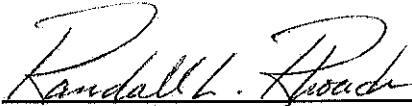
Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this 15th day of July, 2013.




Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED AS TO FORM:



Assistant City Attorney John L. Mautino
