

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT FOR ENHANCED PUBLIC AREA MAINTENANCE SERVICES, INCLUDING BUT NOT LIMITED TO, LITTER CONTROL, WEED ABATEMENT, SIDEWALK CLEANING, BY AND BETWEEN THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT AND THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the Downtown Lee's Summit Community Improvement District (hereinafter "the District") was established by the City Council through the adoption of Ordinance No. 7478 on June 19, 2014; and,

WHEREAS, the District is designed to provide funding for public services and improvements that are needed to sustain Downtown and its' incorporation into the community and region; and,

WHEREAS, as outlined in the Five Year District Management Plan of the Downtown Lee's Summit Community Improvement District dated March 4, 2014, the District provides basic public services and improvements that in general preserve, promote, and enhance the District for its' various patrons, including initiatives entitled "Clean & Green," "Community Development," "Capital Improvements," and "Administrative Services;" and,

WHEREAS, the District may provide, purchase, contract for, or implement services and improvements that contribute to the overall cleanliness, beautification, environmental sustainability, and safety of the public areas within the District; and,

WHEREAS, the District has determined that it is in the best interests of the District, and important to the successful completion of the public services and improvements set forth for the District, to enter into a public service agreement with the City for the conduct of those certain public services; and,

WHEREAS, the District and City desire to enter into an agreement to provide for the scope of work and compensation to be paid for such work; and,

WHEREAS, the District and City have the authority to enter into this Agreement pursuant to the provisions of Section 70.210, et. seq. R.S.Mo.

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

SECTION 1. That the Public Service Agreement by and between the City of Lee's Summit and the Downtown Lee's Summit Community Improvement District for enhanced public area maintenance services, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth be and hereby is approved.

SECTION 2. That the Mayor is hereby authorized to execute said Public Service Agreement by and on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 4. That should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this 19th day of October, 2017.




Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this 24th day of October, 2017.



Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED AS TO FORM:



Chief Counsel of Management & Operations/Deputy City Attorney
Jackie McCormick Heanue

PUBLIC SERVICE AGREEMENT

FOR ENHANCED PUBLIC AREA MAINTENANCE SERVICES, INCLUDING BUT NOT LIMITED TO, LITTER CONTROL, WEED ABATEMENT, SIDEWALK CLEANING, BY AND BETWEEN THE DOWNTOWN LEE'S SUMMITT COMMUNITY IMPROVEMENT DISTRICT AND THE CITY OF LEE'S SUMMIT, MISSOURI

This Agreement, made and entered into this _____ day of _____, 2017, is by and between The Downtown Lee's Summit Community Improvement, a Missouri Community Improvement District ("District") and the City of Lee's Summit, Missouri, a Missouri municipal corporation ("City").

WITNESSETH:

WHEREAS, the District was established by the City Council of the City of Lee's Summit, Missouri through the passage of Ordinance No. 7478 on June 19, 2014; and

WHEREAS, the District may provide, purchase, contract for, or implement services and improvements that contribute to the overall cleanliness, beautification, environmental sustainability, and safety of the public areas within the District; and

WHEREAS, the District has determined that it is in the best interests of the District, and important to the successful completion of the public services and improvements set forth for the District, to enter into a public service agreement with the City for the conduct of those certain public services; and

WHEREAS, the District and City desire to enter into an agreement to provide for the scope of work and compensation to be paid for such work; and

WHEREAS, the District and City have the authority to enter into this Agreement pursuant to the provisions of Section 70.210, et. seq. R.S.Mo.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the District and City agree as follows:

I. **SCOPE OF SERVICES**

- A. City will provide the services as described in Exhibit A. Hereinafter referred to as the "City Provided Public Services".
- B. The City Provided Public Services may be provided either directly by the City, or at the City's sole discretion by third party service providers and vendors pursuant to City contracts. The level of service for the City Provided Public Services are as determined by the City in its sole discretion, or in the case of services provided through a third-party contract, as provided in the respective contract. Nothing in this Agreement shall serve to create any third-party right in favor of the District in any such contracts. The District acknowledges and agrees that no warranty or

guarantee, express or implied, is made by the City with respect to the City Provided Public Services. Any complaint or concern by the District regarding the City Provided Public Services shall be directed to the City Manager or his designee, and to the extent deemed necessary by the City Manager or his designee, be addressed by the City with City staff responsible for the services, or in the manner provided for in the contract with the respective third-party vendor.

- C. Changes to the Scope of Services may be made at any time with the mutual written consent of City's Director of Administration or designee and the District Chairman or designee.

II. TERM AND TIME OF PERFORMANCE

The initial term of this Agreement shall be from authorization by both parties through June 30, 2018, and shall automatically renew for four (4) successive one year periods, unless terminated by either party giving notice sixty (60) days prior to the expiration of any one year period of intent to terminate, in writing, to the other party. It is contemplated that the parties may enter into similar agreements for successive years, and to that end there shall be a review of City's performance by the District Board of Directors on an annual basis during the time of the District's annual budget preparation. The Chairman of the District shall coordinate the annual review process. Notwithstanding this provision for automatic renewal without notice of intent to terminate, a Party may terminate this Agreement or any portion of the City Provided Public Services provided hereunder as set out in Paragraph VIII of this Agreement.

III. COMPENSATION AND METHOD OF PAYMENT

- A. The District hereby agrees to compensate the City for providing the City Provided Public Services as outlined in Section I (A)(1) herein in the amount equivalent to fifty (50) percent of the annual personnel cost of a Facilities Maintenance Worker-Central Building Services, as included annually in the City's Budget, for the term of the agreement. Compensation shall be paid within thirty (30) days of the last day of each City fiscal year (June 30).

All compensation for the Services is subject to annual appropriation by the District. With the adoption of the annual District budget, the compensation for each fiscal year provided for in the Agreement is subject to appropriation, or non-appropriation, at the time.

IV. NON-DISCRIMINATION PROVISIONS

City 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.

V. COMPLIANCE WITH THE LAW

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

VI. CONFLICT OF INTEREST\POLITICAL ACTIVITY

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

City 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.

VII. INDEPENDENT CONTRACTOR

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

VIII. CANCELLED, TERMINATION OR SUSPENSION

Either party may terminate the provision of any of the City Provided Public Services by giving at least thirty (30) days advance notice (or such amount of time as may be necessary to effectuate cessation of services through third party contracts which third party contracts shall control the time period for notice).

The District may terminate the Agreement immediately if funds are not appropriated for the Services described herein.

IX. NOTICE

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

Notice to the District shall be addressed to:

Chairman
The Downtown Lee’s Summit Community Improvement District
13 SE Third Street
Lee’s Summit, Missouri 64063

Notice to City shall be addressed to:

City Manager
City of Lee's Summit, Missouri
220 SE Green Street
Lee’s Summit, Missouri 64063

X. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the District and City mutually agree, changes to this

Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XI. 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.

XII. 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 or written, are hereby merged into and made a part hereof, and are of no further force or effect.

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

The Downtown Lee's Summit Community
Improvement District

By: _____
Name: Brad Culbertson
Title: Chairman

ATTEST:

By: _____
Secretary

City of Lee's Summit, Missouri

By: _____
Name: Randall L. Rhoads
Title: Mayor

ATTEST:

By: _____
City Clerk

EXHIBIT A

Enhanced Public Area Maintenance Cooperative Task Matrix

Task	Tools and Equipment	Frequency
Litter Control--removing regular litter/debris in public areas and along sidewalks.	Trash picker and bags	Twice Weekly.
Deep Clean Sidewalks & Inspect Trash Cans--intensive cleaning of sidewalk (including under trash cans), as well as, inspection of cans for maintenance for replacement of liners if needed.	Power washer, hot water tank, cart and hydrant meter. Tool Cat to move trash cans, etc.	Twice per year.
Weed Abatement--weed removal or treatment along sidewalks and in public areas not already maintained by other agreement or department.	Week pickers, bags, and chemicals	Weekly as needed by season.
Sidewalk Debris Removal--removal of regular sidewalk debris including leaves, litter, food/drink remnants, and animal excrement.	Leaf blower, power washer, hot water tank, cart and hydrant meter	Weekly.

Note: All uniforms and personal protective gear furnished by City.