

INTERGOVERNMENTAL AGREEMENT FOR CULTURAL ARTS PROGRAMMING

THIS INTERGOVERNMENTAL AGREEMENT FOR CULTURAL ARTS PROGRAMMING (hereinafter “Agreement”) is entered into as of this _____ day of _____, 2018 by and between THE CITY OF LEE’S SUMMIT, MISSOURI, a Missouri Municipal Corporation, by and through the LEE’S SUMMIT PARKS AND RECREATION BOARD (hereinafter “LSPR”) and THE MID CONTINENT PUBLIC LIBRARY, a Library District in the County of Jackson, State of Missouri (hereinafter “MCPL.”) WITNESSETH:

WHEREAS, LSPR and MCPL each regularly host and provide various cultural arts programs for the enjoyment of patrons; and,

WHEREAS, LSPR has determined that it is in the best interest of LSPR and important to the promotion of cultural arts within the community to support and partner with MCPL for certain events to the extent practical; and,

WHEREAS, LSPR and MCPL desire to cooperate for the provision of a certain cultural arts program, sharing the expense of resources and facilities associated with a program to be held on November 11, 2018; and,

WHEREAS, LSPR and MCPL have negotiated the terms and conditions associated with the cooperation as referenced herein, have reduced the same to writing in this Agreement, and desire to enter into this Agreement for purposes of formally memorializing the same.

NOW, THEREFORE, it is agreed by LSPR and MCPL as follows:

- 1. Event Information.** LSPR and MCPL agree to mutually host an event entitled “A Christmas Carol” on Sunday, November 11, 2018, to be held at LSPR’s facility, Gamber Community Center from 1pm-5pm (hereinafter “the Event.”)
- 2. Provision of Facilities and Related Equipment.** LSPR agrees, at no cost to MCPL, to make available for use that portion of the Gamber Community Center as LSPR deems appropriate for the date and time specified for the express purpose of hosting the Event. This shall include the set up and tear down of necessary furnishings for the Event, as well as the provision of audiovisual equipment for the Event as deemed necessary and available by LSPR in cooperation with MCPL. No fees shall be charged by LSPR to MCPL for the provision of facilities and related equipment.
- 3. Provision of Program.** MCPL agrees to provide the content for the Event, including, specifically, the speaker to present at the event. MCPL further agrees to provide refreshments as deemed mutually desirable by MCPL and LSPR for the Event. No fees shall be charged by MCPL to LSPR for the provision of the program and content for the Event.
- 4. Marketing of Event.** LSPR and MCPL agree to jointly market the Event. MCPL agrees to provide marketing materials to LSPR for use, which shall indicate that the program is a jointly hosted event between LSPR and MCPL. No fees shall be charged by MCPL to LSPR for the provision of the marketing materials for the Event.
- 5. Insurance and Indemnification.** LSPR and MCPL each agree to maintain commercial general liability in the minimum amounts of \$2,000,000.00 per occurrence and \$2,000,000.00 in the

aggregate through the conclusion of the Event. To the extent permitted by applicable law, LSPR and MCPL agree to indemnify, defend, and hold harmless the other party, its officers, employees, appointed or elected officials, agents, attorneys and representatives against any and all claims, demands, suits, costs, judgments or other forms of liability, actual or claimed, including reasonable attorneys' fees, for injury or damage to persons or loss or damage to property occurring or allegedly occurring in connection with any action, inaction, or conduct committed by a party during the term of this Agreement or in connection with the Event.

6. **Non-Discrimination Provisions.** LSPR and MCPL agree not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, veteran status or any other status protected by applicable law. The parties also agree to abide by the requirements of 41 CFR §60-300.5(a) and 41 CFR §60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
7. **Compliance with the Law.** LSPR and MCPL shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
8. **Interest of Local Public Office/Political Activity.** No member of the City Council of the City, the Lee's Summit Parks and Recreation Board, or any officer, employee or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri. For purposes of this Agreement, MCPL shall refrain from direct participation or funding of any political activity that does not support the purpose of this Agreement. Should MCPL participate in political activity, LSPR will determine whether such participation is a violation of this section.
9. **Cancellation, Termination or Suspension.** This Agreement may be terminated at any time by written, mutual agreement of the parties, provided all applicable laws and regulations are complied with. LSPR shall have the right at its' option to terminate this Agreement and be free of the obligations hereunder in the event that MCPL is in default or violation of the terms, conditions, assurances or certifications of this Agreement. Non-appropriation of funds by LSPR shall not be considered a violation or default of this Agreement.
10. **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 hereafter specified:

If to LSPR:

Administrator of Parks and Recreation
220 SE Green Street
Lee's Summit, Missouri 64063

If to MCPL:

11. **Amendments.** In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both LSPR and MCPL mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an Amendment.

12. **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, the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.
13. **No Agency.** Except to the extent as expressly provided herein, nothing in this Agreement shall create an agency, partnership, or joint venture between LSPR and MCPL.
14. **Severability.** If, for any reason, any provision contained herein shall be determined to be invalid or unenforceable, the validity and effect of the other provisions herein shall not be affected.
15. **Remedies.** All rights and remedies of the parties, at law or in equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.
16. **Assignment.** This Agreement shall not be assigned by either LSPR or MCPL without the prior written consent of the other party, and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
17. **Governing Law.** This Agreement shall be deemed to have been made within the County of Jackson, State of Missouri, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Missouri and before the courts of Missouri in the County of Jackson.
18. **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 part hereof, and are not of further force or effect.
19. **Execution.** This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. Execution by one or both of the parties after the date of the Event shall not render this Agreement invalid.

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

CITY OF LEE'S SUMMIT, MISSOURI
LEE'S SUMMIT PARKS AND RECREATION BOARD

William A. Baird
Mayor

Joe Snook
Administrator of Parks and Recreation

Approved as to Form:

Jackie McCormick Heanue
Superintendent of Legal Services & Human Resources

MID CONTINENT PUBLIC LIBRARY

By: _____

Title: _____