

**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 26th day of June, 2017, 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; 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 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, but without limitation to, the following:

1. Enhancement and maintenance of lstourism.com – including features such as mobile accessibility, videos and interactivity for the end user; and

Benchmark Accountability Indicator: Number of hits, length of time spent on the website, clicks to social media and tourism partners.

2. Annually design, print and distribute a visitors guide, tourism brochure and a street & attractions map; and

Benchmark Accountability Indicator: Number of brochures and visitor guides distributed annually, as well as digital copy hits/clicks.

3. Research an enhanced tourism effort to fully engage Lee's Summit in recruitment, retention and promotion of the region's tourism assets; and

Benchmark Accountability Indicator: Provide a report of the research findings to the City Council's Community and Economic Development Committee no later than June 1, 2018.

4. Development, execution and placement of destination marketing materials in publications, digital media which target the community's primary and secondary audiences and continue to manage the online tourism efforts (i.e.: social media). Target our messaging platforms ensuring our messages are relevant to our intended target audience, thereby delivering the right message to the right audience: and

Benchmark Accountability Indicator: Employ media measurement tools to continually monitor reach, frequency, household circulation, impressions and cost per thousand. Comparing the community's data points against other communities and industry standards.

Benchmark Accountability Indicator: Negotiate favorable rates to continue enhancing our purchasing power as a community. Demonstrate, in collective terms, the savings realized through negotiated rates versus full market rates, achieving demonstrable savings to the City. Realized savings and services must continue to exceed those of traditional third party marketing and advertising firms.

Benchmark Accountability Indicator: Qualitatively assess among community stakeholders and other city-wide event coordinators the overall impact to their respective events due to the coordinated print, digital and social media outreach.

Benchmark Accountability Indicator: The City's Hotel/Motel Bed Tax and general sales tax from restaurants will experience a collective 1% increase in receipts.

B. Community Marketing

1. Continue to ensure that City's brand messaging is steeped in research; and

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).

Benchmark Accountability Indicator: Every other year report outcomes of the dimensional benchmarks.

2. Continue to build private sector cooperative branding alliance opportunities; and

Benchmark Accountability Indicator: Report the number of private entities and collective dollars raised to promote the community brand annually. Baseline for future reports is July 1, 2015 – June 30, 2016.

3. Community Marketing Director will continue to work with City, DLSMS, EDC, Chamber and private sector business partners; and

Benchmark Accountability Indicator: Coordinated monthly communications will be undertaken and delivered to the chief administrative officer of each of the stakeholder entities.

4. Community Marketing Director will continue to work with the Marketing Task Force, comprised of City, DLSMS, EDC & private business representatives; and

Benchmark Accountability Indicator: Marketing Task Force will meet on a quarterly basis to provide advice and counsel to Community Marketing Director.

5. Continue tracking all available media measurements including: reach, frequency, household penetration, circulation, CPM (cost per 1000), website/ visitation duration; and

Benchmark Accountability Indicator: Report the community's data points against other communities and industry standards.

6. Continue to develop, create & revise all presentation materials as needed to include timely research finds and pockets of opportunity within the community; and

7. Continue to coordinate, concept, write and plan all community marketing materials with City, Chamber and private sector partners keeping consistency within brand standards; and

Benchmark Accountability Indicator: Demonstrate regular communication and coordinated meetings amongst city leadership, communications personnel and representatives from key stakeholders ensuring brand consistency across platforms.

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

Benchmark Accountability Indicator: Semi-annually report the community's total value-added and no-charge components in dollars as if they were to be purchased at market rates.

9. Continue to enforce the Graphic Brand Standards which will protect our trademark and to ensure that it remains true and consistent, thereby safeguarding our investment.

Benchmark Accountability Indicator: Every other year, report any updates to the Graphic Brand Standards.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2017 to June 30, 2018, and shall be eligible for up to two (2) additional automatic one year renewals, unless notification is given of intent not to renew by either party, in writing, no less than thirty (30) days, prior to the date of automatic renewal and subject to appropriation by the City Council as contemplated herein.. 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, 2020. 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 \$157,500 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 to City 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

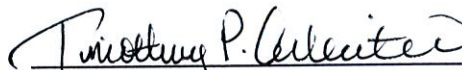
This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or effect.

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

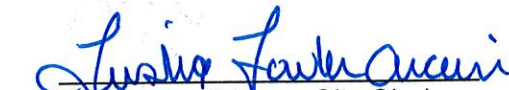
CITY OF LEE'S SUMMIT, MISSOURI
Missouri constitutional charter city


Stephen A. Arbo, City Manager

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


Timothy P. Arbeiter, President

ATTEST:


Denise R. Chisum, City Clerk

ATTEST:


Secretary

Approved as to Form:


Office of the City Attorney

	A	B	C	D	E	F
1	Lee's Summit Chamber of Commerce					
2	Community Marketing Budget					
3	2017-2018 Proposed Budget					
4						
5	Income					
6	City PSA Funding					\$ 157,500.00
7	Economic Development Initiatives (City)					\$ 32,000.00
8	Coopertative Advertising - Private Sector					\$ 50,000.00
9	Cooperative Research w/ Partners					\$ 14,000.00
10	LSEDC support (subject to EDC approval)					\$ 18,000.00
11	Tourism Concept Execution/Support					\$ 35,000.00
12					Total Income	\$ 306,500.00
13						
14						
15	Expenses					
16	Advertising (Magazine/Newspaper/Radio/Outdoor/TV)					\$ 155,000.00
17	Creative Design					\$ 20,000.00
18	Research (brand and digital)					\$ 34,000.00
19	Ad Specialty					\$ 10,000.00
20	Website Improvements & Maintenance					\$ 2,500.00
21	Administrative					\$ 85,000.00
22					Total Expenses	\$ 306,500.00
23						
24					Net Income	\$ -

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

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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; and

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1. Enhancement and maintenance of Istourism.com – including features such as mobile accessibility, videos and interactivity for the end user; and

Benchmark Accountability Indicator: Number of hits, length of time spent on the website, clicks to social media and tourism partners.

2. Annually design, print and distribute a visitors guide, tourism brochure and a street & attractions map; and

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II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2017 to June 30, 2018, and shall be eligible for up to two (2) additional automatic one year renewals, unless notification is given of intent not to renew by either party in writing, no less than thirty (30) days, prior to the date of automatic renewal, and subject to appropriation by the City Council as contemplated herein. 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, 2020. 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 \$51,043 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 to City 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 an 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


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

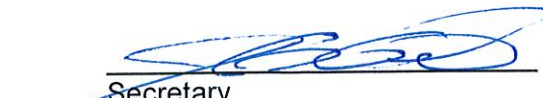

Stephen A. Arbo, City Manager


Timothy P. Arbeiter, President

ATTEST:

ATTEST:


Denise R. Chisum, City Clerk


Secretary

Approved as to Form:


Office of the City Attorney

Lee's Summit Chamber of Commerce			
Tourism Budget			
2017-2018 Proposed Budget			
Income			
City Funding			\$ 51,043.00
Chamber Funding:			
Salary/Benefits for Chamber Staff members			\$ 35,000.00
Chamber Challenge Net Income			\$ 4,000.00
		Total Income	\$ 90,043.00
Expenses			
Advertising for Community Marketing			\$ 35,000.00
Salary/Benefits for Chamber Staff members			\$ 35,000.00
Membership Dues (MOACVB)			\$ 500.00
Website & Technology Improvements & Maint.			\$ 4,000.00
Printing & Distribution (Visitors Guide, Brochure, Calendars)			\$ 14,000.00
Miscellaneous Expenses			\$ 1,543.00
		Total Expenses	\$ 90,043.00
		Net Income	\$ -

**PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF LEE'S SUMMIT
AND
DOWNTOWN LEE'S SUMMIT MAIN STREET, INC.**

This Agreement, made and entered into this 28 day of June, 2017, is by and between Downtown Lee's Summit Main Street Inc., a Missouri nonprofit corporation ("Main Street"), and the City of Lee's Summit, Missouri, a Missouri constitutional charter city ("City").

WITNESSETH:

WHEREAS, Main Street was created to assist the City in developing a public-private effort to revitalize the City's Central Business District; 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 compensate Main Street for the performance of services pursuant to this Agreement.

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

I. SCOPE OF SERVICES

Main Street will provide the following services ("Services"):

A. Organization

Main Street shall continue to provide unified management and coordination for the Downtown Core Area through Main Street's interaction with its investors, volunteers, the City, downtown businesses, downtown property owners and community partners to continue to contribute toward the economic revitalization of Old Lee's Summit as defined in the Old Lee's Summit Development Master Plan.

B. Marketing and Promotion

Main Street shall continue to develop and update a consistent marketing and promotion program for the Downtown Core Area that will bring the City's brand alive and elevate the image of downtown and the community. Marketing and promotion includes producing quality marketing pieces, coordinating advertisements and organizing annual events/activities that attract visitors to the Downtown Core Area.

C. Design

Main Street shall continue to initiate and develop design proposals for façade, signage, lighting, landscaping, historic preservation and the overall aesthetic look of the Downtown Core Area. Main Street will assist City staff with the implementation and education of the City's Design Standards for the Downtown Core Area.

D. Economic Enhancement

Main Street shall continue to strengthen the existing economic assets of the Downtown Core Area while diversifying its economic base, including recruiting new businesses, assisting with expansion of existing businesses, facilitating redevelopment, marketing available or underutilized commercial space, and strengthening the management capabilities and competitiveness of individual businesses. Main Street tracks key statistics, including job growth and new businesses in the Downtown Core Area and hosts businesses development seminars based on the needs of the downtown business community. Main Street serves as the key point of contact for interested parties looking to invest in the Downtown Core Area.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2017 to June 30, 2018, and shall be eligible for up to two (2) additional automatic one year renewals, unless notification is given of intent not to renew by either party in writing, no less than thirty (30) days, prior to the date of automatic renewal, and subject to appropriation by the City Council as contemplated herein. It is contemplated that the parties may enter into similar agreements for successive years, and to that end there shall be a review of Downtown Lee's Summit Main Street's performance by the City Manager. The City Manager's review shall be completed no later than April 1, 2020. To facilitate the review, Downtown Lee's Summit Main Street 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 Downtown Lee's Summit Main Street by April 30 of the results of the City Manager's review.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate Main Street for the Services as outlined in Section I (A-D) in a lump sum amount of \$60,000 for FY18; \$60,000 for FY19; and \$60,000 for FY20. All compensation for the Services is subject to annual appropriation by the City. With the adoption of the annual City budget, the

X. INDEPENDENT CONTRACTOR

Main Street 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.

XI. INDEMNIFICATION

Main Street 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 Main Street or its agents, employees, or subcontractors, arising out of or in any way connected with the subject matter of this Agreement or the work or operations expressly authorized herein; provided, however, that Main Street 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 Main Street has contracted for additional services under the terms of the Agreement.

XII. CANCELLED, 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 Main Street 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 Main Street, the City shall send to Main Street by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. Main Street 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 period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Main Street shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Main Street.

C. In the event of termination, Main Street shall refund to the City a pro-rated portion of the compensation paid pursuant to section III above. The pro-rated amount shall be determined by dividing the annual payment recited in section III by 365, and multiplying this daily amount by the number of days remaining in the year from and after the effective date of termination. Main Street shall refund the pro-rated amount to the City within 30 days of the effective date of termination.

XIII. 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 City shall be addressed to:

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

Notice to Main Street shall be addressed to:

Executive Director
Downtown Lee's Summit Main Street Inc.
226 SE Douglas Street, Ste 203
Lee's Summit, MO 64063

XIV. AMENDMENTS

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

XV. 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.

XVI. ENTIRE AGREEMENT


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

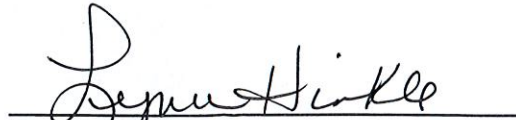
matters, whether oral or written, are hereby merged into and made a part hereof, and are of not further force or affect.

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
A Missouri constitutional charter city

DOWNTOWN LEE'S SUMMIT
MAIN STREET INC.
A Missouri nonprofit corporation


Stephen A. Arbo, City Manager


President

ATTEST:


Denise R. Chisum, City Clerk

ATTEST:


Secretary

Approved as to Form


City Attorney's Office

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN
THE LEE'S SUMMIT ECONOMIC DEVELOPMENT COUNCIL
AND
THE CITY OF LEE'S SUMMIT, MISSOURI**

This Agreement, made and entered into this 7 day of July, 2017, is by and between the Lee's Summit Economic Development Council (the "EDC"), a Missouri non-profit corporation, and the City of Lee's Summit, Missouri, a Missouri constitutional charter city (the "City").

WITNESSETH:

WHEREAS, the EDC was created, in part, to assist the City in expanding and diversifying the economic base of Lee's Summit through the attraction and retention of business and industry and the EDC has demonstrated its ability to attract and retain business and industry in the City; 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 resulting revenue of which was 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 ("Hotel/Motel Tax");; and

WHEREAS, the Business and Industry Fund was established for the deposit of the Hotel / Motel Tax revenue to provide funding for this Public Service Agreement, and others as the City Council determines how best to expend the Hotel / Motel Tax revenue for its stated purpose; and

WHEREAS, EDC leadership continues to contribute to the City's economic environment with participation in development discussions, community asset advocacy, and economic development strategies; and

WHEREAS, the Mayor and City Council have adopted an Economic Development Vision Statement that "Lee's Summit will build upon and promote its unique downtown, education excellence and cultural heritage to create and nurture a business environment which fosters entrepreneurship, commercial and neighborhood redevelopment and the attraction and retention of high quality jobs in targeted businesses. In doing so, the tax base will grow ensuring the city's continued ability to deliver an outstanding quality of life and services to both businesses and residents."; 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 contract with the EDC for the performance of economic development services as set forth in this Agreement.

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

I. **SCOPE OF SERVICES**

The EDC shall perform economic development services for the benefit of the community. EDC will work independently and collaboratively with City Staff, as necessary, to provide the following services (the "Services"):

- A. LSEDC will serve as the resource group for potential community investors seeking private sector development and investment strategies.
- B. LSEDC will collaborate with City leadership to develop strategies that support the City's economic development vision and provide avenues for targeted development activities.
- C. LSEDC will advocate at the local, regional, state and federal level, as applicable, in pursuit of the community's economic development goals.
- D. LSEDC will partner with the public and private sectors to continue to develop strategies to maximize investment in the **commercial and neighborhood redevelopment**, including the target area of **downtown** Old Lee's Summit.
- E. LSEDC will continue to participate in the work to attract, **expand and retain businesses, serve as a workforce resource** and support **entrepreneurship**.
- F. LSEDC will improve the community product to support and **attract knowledge based industries, high quality jobs**, and the creative and entrepreneur class.

II. **TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be from July 1, 2017 to June 30, 2018, and shall be eligible for up to two (2) additional automatic one year renewals, unless notification is given of intent not to renew by either party, in writing, no less than thirty (30) days, prior to the date of automatic renewal and subject to appropriation by the City Council as contemplated herein. 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 Economic Development Council's performance by the City Manager. The City Manager's review shall be completed no later than April 1, 2020. To facilitate the review, the Economic Development Council shall submit a copy of its annual budget each year by May 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 Economic Development Council by June 30 of the results of the City Manager's review.

III. PERFORMANCE MEASURES.

Evaluation of whether the EDC is satisfactorily and successfully performing the duties and obligations set forth in this Agreement shall be measured by the following:

- (1) During the term of this agreement the creation of an additional \$2.5 Million Dollars of payroll within the City of Lee's Summit as compared to the prior July 1st to June 30th year.
- (2) The creation of at least 50 new quality jobs, as defined by the Missouri Department of Economic Development, pursuant to the Missouri Quality Job Act RSMo. Sec. 620.1875 through Sec. 620.1900, during the term of this agreement.
- (3) During the term of this agreement the creation of an additional \$6 Million Dollars in investment in development and/or redevelopment within the City of Lee's Summit as compared to the prior July 1st to June 30th year.

The above stated performance measures shall be used as guidelines to be measured against each succeeding year. Further the EDC must document how their direct involvement and efforts contributed to the specific performance measure being met.

IV. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate the EDC for the Services in the amount of \$275,000 annually, payable in 12 monthly installments coinciding with the City's fiscal year. Said amount includes reimbursement for all expenses incurred by the EDC in providing the Services. All compensation for the Services is subject to annual appropriation by the City.

V. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

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

EDC shall be required to complete a detailed annual budget submitted to the EDC Board of Directors for approval.

EDC shall submit an accounting of all funds spent by EDC for the preceding fiscal year on or before December 1, 2017.

VI. SUBCONTRACTS

The EDC 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.

VII. REPRESENTATION ON BOARD

It is agreed that the EDC's Board of Directors has been created to oversee the operation of the EDC, and the City will possess two voting positions on the Board of Directors consisting of the Mayor and City Manager (or their designees).

The Mayor and City Manager (or their designees) shall also have a voting position on the EDC Executive Board of Directors, and shall serve as ex officio members of all subcommittees.

VIII. NON-DISCRIMINATION PROVISIONS

The EDC 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.

IX. COMPLIANCE WITH THE LAW

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

X. 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 EDC 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.

EDC employees shall be prohibited from investing in an economic development project business while said business is seeking City approval of economic development incentives for the project.

XI. INDEPENDENT CONTRACTOR

The EDC 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.

XII. 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 EDC 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 EDC, the City shall send to the EDC by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The EDC shall cure or remedy said violation or default within forty-five (45) 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 forty-five (45) working days or a longer time if agreed upon, the City may exercise its option to terminate this Agreement upon forty-five (45) days written notice thereafter. Termination as aforesaid shall not relieve the EDC of liability to the City for damages sustained by the City by virtue of any breach of this Agreement.
- C. In the event of termination, the City shall only be responsible for paying the pro-rated value of the monthly payment for the month in which termination is effective. The pro-rated amount shall be determined by dividing the monthly payment by the number of days in the month in which termination is effective, and multiplying this daily amount by the number of days up to the effective date of termination. If termination is effective after the full monthly payment for the subject month has been paid, the EDC shall refund the difference between the amount of the full monthly payment and the pro-rated amount to the City within 14 days of the effective date of termination.

XIII. 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 EDC shall be addressed to:

President/CEO
Lee's Summit Economic Development Council
218 S.E. Main Street
Lee's Summit, Missouri 64063

XIV. AMENDMENTS

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

XV. 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.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter an 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
a Missouri constitutional charter

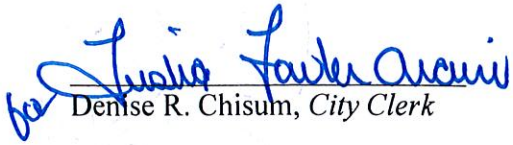


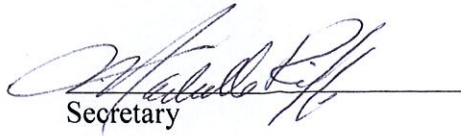
Stephen A. Arbo, City Manager
mark Qunning, Acting City Manager
ATTEST:

LEE'S SUMMIT ECONOMIC
DEVELOPMENT COUNCIL, a Missouri
non-profit corporation



Christine T. Bushyhead
Chair of the Board of Directors
ATTEST:


Denise R. Chisum, *City Clerk*


Secretary

Approved as to Form:


Office of the City Attorney

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

This Agreement, made and entered into this 2nd day of August, 2018, is by and between the Velocity Lee's Summit, Inc., a Missouri not for profit corporation (hereinafter "Velocity,") and the City of Lee's Summit, Missouri, a Missouri constitutional charter city (hereinafter "City.")

WITNESSETH:

WHEREAS, Velocity is a nonprofit corporation which was organized to provide high quality mentoring and leadership services, administrative support, and low cost facilities to growth oriented companies that will result in positive business activity and job creation in Lee's Summit, Missouri; and,

WHEREAS, City, through its Mayor and City Council, adopted an Economic Development Vision Statement that "Lee's Summit will build upon and promote its unique downtown, education excellence, and cultural heritage to create and nurture a business environment which fosters entrepreneurship, commercial and neighborhood redevelopment, and the attraction and retention of high quality jobs in targeted businesses. In doing so, the tax base will grow ensuring the City's continued ability to deliver an outstanding quality of life and services to both businesses and residents;" and,

WHEREAS, City has determined that Velocity's purpose is in direct furtherance of the City's Economic Development Vision Statement regarding entrepreneurs and growth in business and industry and provides a service to City; and,

WHEREAS, as a recently formed not for profit entity, Velocity is in need of funds for administrative expenses, including insurance, business development and communications, website support and oversight, educational programming, grant funding, partnerships, events, and other miscellaneous general operating expenses, in order to successfully achieve its objectives; and,

WHEREAS, City has determined that it is in the best interest of the City, and important to the promotion of the attraction and retention of entrepreneurs and the new and growing businesses and industries of Lee's Summit, Missouri to allocate funds to Velocity as compensation for the performance of Services pursuant to this Agreement.

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

I. SCOPE OF SERVICES

Velocity will organize its efforts and work to fulfill its purpose of providing high quality mentoring and leadership services, administrative support, and low cost facilities to growth oriented companies that will result in positive business activity and job creation in Lee's Summit, Missouri through various events, meetings, and other initiatives to be determined by the Board of Directors.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from the date of execution of the Agreement to June 30, ~~2021~~2020. It is contemplated that the parties may enter into similar agreements for successive years. Within 45 days prior to the end of the Term of this Agreement, Velocity shall provide the City Manager with a copy of the then current fiscal year budget and projected budget for its next fiscal year, and its request for renewal of this Public Service Agreement, if applicable.

III. COMPENSATION AND METHOD OF PAYMENT

City hereby agrees to compensate Velocity for the services as outlined in Section I, above, in a lump sum amount of SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00) on July 1, 2018; SEVENTY THOUSAND AND 00/100 DOLLARS (\$70,000) on July 1, 2019; and ~~SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000)~~ on July 1, 2020 upon execution of this Agreement. Said amount includes reimbursement for all expenses incurred by Velocity in providing the Services outlined herein. All compensation for Services are subject to annual appropriation by City.

IV. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

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

Velocity shall submit an accounting of all funds spent by Velocity for the fiscal year ending June 30, 2019 on or before September 30, 2019.

V. SUBCONTRACTS

Velocity and 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

Velocity will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, 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 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.

Velocity shall not use the compensation paid through this Agreement for political activities or legislative activities. For purposes 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

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

X. INDEMNIFICATION

Velocity shall indemnify, release, defend, become responsible for and forever hold harmless City, its officers, agents, employees, elected officials, and attorneys, each in their individual and official capacities, from and against any and all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorneys' 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 Velocity or its agents, employees, or subcontractors, arising out of or in any way connected with the subject matter of this Agreement and the work and operations expressly authorized herein; provided, however, that Velocity need not save harmless City from claims, demands, losses, and expenses arising out of the sole negligence of the City, its employees, or its agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Velocity has contracted for additional services under the terms of this Agreement.

XI. CANCELLATION, TERMINATION, OR SUSPENSION

- A. This Agreement may be terminated at any time by the written, mutual agreement of the parties. City may terminate this Agreement immediately if funds are not appropriated for the Services described herein. City shall have the right to terminate this Agreement in the event that Velocity is in default or violation of the terms or provisions of this Agreement and fails to cure each default or violation in the manner specified in subsection "B" below.
- B. In the event of such default or violation by Velocity, City shall send to Velocity by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. Velocity shall cure or remedy the violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed to by both parties in writing. In the event that the violation or default is not cured or remedied within twenty (20) working days or the agreed upon longer time, City may exercise its option to terminate this Agreement upon five (5) days written notice

thereafter. Termination as aforesaid shall not relieve Velocity of any liability to City for damages sustained by 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 City shall be addressed to:

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

Notice to Velocity shall be addressed to:

President
Velocity Lee's Summit, Inc.
220 SE GREEN STREET
LEE'S SUMMIT, MO 64063

XIII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both City and Velocity 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 or written, are hereby merged into and made a part hereof, and are not of further force or effect.

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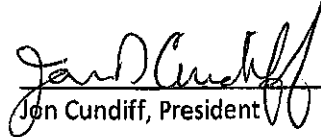
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI
Missouri Constitutional Charter City

Velocity Lee's Summit, INC.
Missouri Not for Profit Corporation



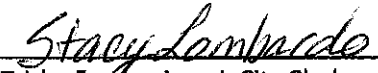
Stephen A. Arbo, City Manager



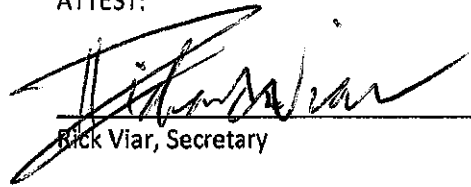
Jon Cundiff, President

ATTEST:

ATTEST:

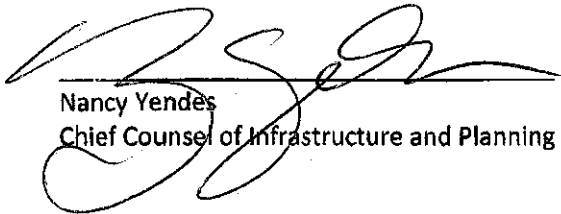
for 

Trisha Fowler Arcuri, City Clerk
Deputy City Clerk



Rick Viar, Secretary

APPROVED AS TO FORM:



Nancy Yendes
Chief Counsel of Infrastructure and Planning