

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN
JR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY
AND
THE CITY OF LEE'S SUMMIT, MISSOURI**

This Agreement, made and entered into this ____ day of _____, 2016, by and between Jr College District of Metropolitan Kansas City, MO, (hereinafter referred to as "Jr College District") and the City of Lee's Summit, Missouri, a Missouri constitutional charter city, by and through the Lee's Summit Arts Council (hereinafter "City").

WITNESSETH:

WHEREAS, Jr College District is hosting the annual MCC-Longview Literary Festival. This event will take place Oct. 28, 2016 on the Longview Campus.

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of cultural arts and to enhance the quality of life and activities in the City, to allocate funds budgeted for the Lee's Summit Arts Council 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, Jr College District and the City agree as follows:

I. SCOPE OF SERVICES

Jr College District will provide the following services (the "Services"):
Annual Literary Festival

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from the date and year first above written to June 30, 2016.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate Jr College District for Services in the amount of \$1,000.00.

IV. SUBCONTRACTS

Jr College District 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.

V. NON-DISCRIMINATION PROVISIONS

Jr College District and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. Truly 150 will take affirmative action to ensure that applicants are employed in good faith. Jr College District and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

VI. COMPLIANCE WITH THE LAW

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

VII. INTEREST OF LOCAL PUBLIC OFFICE / POLITICAL ACTIVITY

No member of the City Council of the City, 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 the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

Jr College District shall refrain from direct participation and/or funding of any political activity that does not support the purpose of this Agreement. Should Jr College District participate in political activity, the City Council will determine whether such participation is a violation of this section.

VIII. INDEPENDENT CONTRACTOR

Jr College District 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.

IX. CANCELLATION, TERMINATION OR SUSPENSION

- A. This Agreement may be terminated at any time by written, mutual agreement of all parties, provided all applicable laws and regulations are complied with. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that Truly 150 is in default or violation of the terms, conditions, assurances, or certifications of this Agreement. Non appropriation of funds by the City Council of the City shall not be considered a violation or default of this Agreement.

X. 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 Jr College District shall be addressed to:

Jr College District of Metropolitan Kansas City MO – Lisa Bray
3200 Broadway
Kansas City, MO 64111

XI. AMENDMENTS

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

XII. 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.

XIII. ENTIRE AGREEMENT

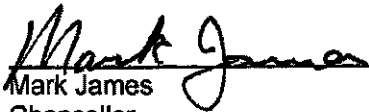
This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or effect.

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

**Jr College District of Metropolitan
Kansas City MO**

Stephen Arbo
City Manager



Mark James
Chancellor

Approved as to Form:

Trevor Stiles, Assistant City Attorney