

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Lee's Summit Missouri ("City") and the Lee's Summit Parks and Recreation Board ("Board"). City and Board are sometimes referred to herein individually as the "Party" or collectively as the "Parties."

### **WITNESSETH:**

**WHEREAS**, City is a municipal corporation and Charter City located in Jackson County, Missouri, and,

**WHEREAS**, the citizens of the City of Lee's Summit have adopted and approved the Charter of the City of Lee's Summit, Missouri, last amended in April of 2017, ("Charter") for the governance of the City, and,

**WHEREAS**, the Board is a citizen board of directors established under Article VIII of the Charter, appointed by the Mayor, with the advice and consent of a majority of the entire Council, and has the powers and duties contained in said Article VIII, and,

**WHEREAS**, although the power of the City vests in the City Council and the governance of parks and recreation activities within the Board, the City Manager and the Parks and Recreation Administrator are given administrative authority under the Charter, and,

**WHEREAS**, The Mayor, City Council and Park Board, as well as the City Manager and Parks and Recreation Administrator recognize the value of this partnership and the desire to share the same "brand" for the continued betterment of the community, and,

**WHEREAS**, the Parties desire to enter into this MOU to further define their respective roles and responsibilities pursuant to the Charter.

**NOW, THEREFORE**, the Parties have come to the following understandings:

1. City Services Provided to the Board and Responsibilities: The City can provide services to the Board without duplicating the efforts of the Parties. The City will provide the following services to the Board:
  - A. Legal and Risk Management Services: The City will provide the Board with full legal and risk management services in the same direction and manner legal and risk management services are provided to all other departments in the City.
  - B. Finance: The City will provide the Board with the following financial services. All other financial services not listed will be performed by the Board:
    1. Payroll and all payroll-related services to the Board.
    2. Accounts payable services.
    3. Annual required auditing services.
    4. Investment portfolio management, and any interest earnings on the Board's funds shall be credited to the Board's accounts.
    5. Policies and procedures regarding finance and advise on the interpretation of those policies in order to further the requirements under the Charter that the Board emulates the City's policies and procedures regarding finance.

- C. Procurement: The Board will continue to be responsible for procurement services utilized solely by the Board, in accordance with the Charter. The City will provide procurement services in which the Board and City cooperate in the goods or services utilized by both Parties. The City will provide the Board with the policies and procedures regarding procurement and advise on the interpretation of those policies in order to further the requirements under the Charter that the Board emulates the City's policies and procedures regarding procurement. In order to emulate the City's policies on procurement, the Board will follow the Procurement Policy adopted by the City.
  - D. Human Resources: The Board shall emulate the Personnel Policies as approved by the City Manager, in accordance with the Charter. The City shall provide benefits administration such as LAGERS, insurance, EAP, and resources that allow the Board to carry out its human resource activities. The Board will provide all other human resource services.
  - E. Administration: The Parks and Recreation Administrator shall be a part of the City's management team and attend the management teams' meetings and other activities that may significantly impact the Board. The City Manager and the Parks and Recreation Administrator shall meet at least monthly to discuss matters that concern the Parties. Further, both the City Manager and Parks and Recreation Administrator will ensure that any department or employee under their control will maintain a positive and productive working relationship between the Parties.
  - F. Elected and appointed officials: The Mayor and Board President will meet at least quarterly with the City Manager and Parks and Recreation Administrator to discuss matters of mutual concern to the Parties. On an annual basis, the City Council and Park Board will meet in open session to discuss, at minimum, the following:
    - 1. The future direction of the City and Parks Department.
    - 2. Alignment of Strategic plans.
    - 3. Ways to collaboratively serve the community.
  - G. City Facilities: When it is in the Board's best interest to lease space from the City, the Parties shall determine the appropriate lease payments for the use of said available space.
2. Board Services Provided to the City and Responsibilities:
- A. Emergency Response: The Board shall continue to provide the City with access to certain Parks facilities for the community to use as necessary under the Emergency Operations Plan. To further the Emergency Operations Plan, the Parks and Recreation Administrator shall serve on the City's Emergency Response Team under the Emergency Management Coordinator, currently the Fire Chief.
  - B. Park Facilities: The City shall continue to pay the published rental rates for using the Board's facilities in accordance with Board policies.
  - C. Annual Reports: The Board shall prepare and provide their annual report as required under the Charter.
3. Cost for services between Parties:
- A. Internal Services Cost: Both the City and Board acknowledge there are costs to the Parties to provide the internal support services as described in Sections 1 and 2 of this MOU. However, the Parties have determined the costs of the internal services

are at least equivalent to the public benefit derived by the community from the partnership.

- B. Review of cost allocation for internal services: From time to time, the Parties may conduct a cost allocation study on the costs for providing the internal services under this MOU.
- C. Loaning of Funds: Should there be an existing revenue source available to the Board for the repayment of funds loaned by the City, the City Council may agree to advance funding to the Board for capital projects for parks and recreation purposes. Said funds shall be repaid under the terms set forth by the City Council, which shall include the payment of interest the City would have received if the City had invested those funds through the City's approved investment policies.
- D. Board and Public Works MOU: A Memorandum of Understanding exists between Public Works and the Board ("Public Works MOU") attached hereto as **Exhibit A** to this MOU and incorporated herein by reference. This Public Works MOU sets forth the maintenance, administration, and budgeting methods used between the Board and the Public Works Department. This MOU does not modify the existing Public Works MOU. The Parties are free to continue to modify the Public Works MOU outside of this MOU as the maintenance, administration, and budgeting methods are usually updated annually.
- E. City Hall Facilities: The Board has office space within City Hall for certain administrative functions related to the Board's activities and pays the City through the BERP for the use of said office space. The Parties agree to continue this arrangement and fee calculation as long as it is mutually beneficial to both Parties.
- F. Service Funds: The City has established several service funds in order to minimize and distribute funds expended by different departments in the City. Currently, these funds include, but are not limited to, the claims and damages fund, the vehicle equipment replacement program, the software license enterprise replacement program, and the managed equipment replacement program. The Board has participated in these funds and will continue to participate in these funds. If other service distributed funds are established by the City in the future, the Parties agree to review the City's and Board's participation in any new fund based on the best interest of the community.
- G. Budget: Section 8.2 of the Charter authorizes the Board to control the expenditures of all monies collected and deposited into the parks and recreation fund. The Board shall prepare its budget in a way that emulates the policies and procedures of the City and submit its budget to the City Manager. Utilizing the budget submitted by the Board will enable the City Manager to present a complete annual budget of the City to the Mayor and Council as required under Section 5.2(e) of the Charter.
- H. Other Services Provided by the Parties: The Parties agree that other services are provided to each other, and additional services may be provided in the future. Such services shall be paid by the respective Party. Such services include, but are not limited to, payment by the Board for law enforcement services beyond normal patrol services, payment for water and sewer services provided by the City, the payment by the Board for any fees required by Development Services, and payment by the City to the Board for the use of their facilities as outlined in Section 2(B) of this MOU. All in accordance with the appropriate schedule of fees.

4. Rights under the MOU: This MOU shall not alter, expand, or limit any current rights or future rights under the Charter or the Ordinances of the City. This MOU does not give any rights for any Party to sue or be sued under this MOU.
5. Term: This MOU shall be effective upon the effective date shown above but only after passage by the Board and the City as provided by law. This MOU shall continue until terminated or modified by the Parties in writing as allowed in this MOU.
6. Termination: Before any termination of this MOU can occur, the Parties agree to negotiate in good faith to make any desired amendments to this MOU before either Party can elect to terminate this MOU. Either Party may elect to terminate this MOU by giving the other Party 90 days' advance written notice of the reasons for the termination of this MOU. After the 90 days notice period has expired, absent agreement between the Parties, this Agreement shall then be terminated. Said termination of this MOU shall not alter the existing rights of the Parties as set forth under the Charter and Ordinances.

City:

\_\_\_\_\_  
William A. Baird  
Mayor

\_\_\_\_\_  
Date

Board:

\_\_\_\_\_  
Lawrence Bivins  
Parks and Recreation Board President

\_\_\_\_\_  
Date