

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

This Agreement, made and entered into this 3rd day of October, 2018, by and between Junior College District of Metropolitan Kansas City Missouri, (hereinafter referred to as "MCC Longview") 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, MCC Longview is planning the 13th Annual Flights of Fancy Mega Kite Festival, a family-friendly educational and cultural experience for the region.

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 Annual Grant Program 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, MCC Longview and the City agree as follows:

I. SCOPE OF SERVICES

MCC Longview will provide the following services (the "Services"):

Host the 13th Annual Flights of Fancy Mega Kite Festival on April 20, 2019 at the MCC Longview campus. Funds will be used to support cost associated with producing the free public event.

II. TERM OF AGREEMENT

The term of this Agreement shall be from the date and year first above written to June 30, 2019.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate MCC Longview for Services in the amount of \$1,000.00. Payment will be processed and paid by check payable to the organization within 30 days of the City receiving a fully executed Public Service Agreement.

Compensation shall only be applied to expenses in the Scope of Services section of this agreement. Any significant changes to the Scope of Services will require that MCC Longview immediately inform the City and the Lee's Summit Arts Council of such changes.

The City reserves the right to request that grant funds be returned in the event that MCC Longview is not able to complete the items included in the Scope of Services as indicated, or it was determined that funds were used for unauthorized expenses.

IV. SUBCONTRACTS

MCC Longview 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. CONDITIONS

MCC Longview agrees to adhere to the following conditions:

- A. Acknowledgement of Lee's Summit Arts Council as Funder.
 - a. MCC Longview will verbally acknowledge that Services were funded, fully or in part, by the Lee's Summit Arts Council at all events related to the Services.
 - b. MCC Longview will acknowledge the Lee's Summit Arts Council, either in writing or by use of Lee's Summit Arts Council logo, in all printed or digital collateral related to the funded Services.

- B. Final Grant Report
 - a. MCC Longview agrees to submit a Final Grant Report to the Lee's Summit Arts Council no more than 30 days after the Services have been executed in their entirety.
 - b. MCC Longview agrees that failure to submit a Final Grant Report by the deadline will forfeit its ability to apply for a new grant until all Final Grant Report documents are submitted and received by the Lee's Summit Arts Council.

VI. NON-DISCRIMINATION PROVISIONS

MCC Longview and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. MCC Longview will take affirmative action to ensure that applicants are employed in good faith. MCC Longview 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.

VII. COMPLIANCE WITH THE LAW

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

VIII. 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.

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

IX. INDEPENDENT CONTRACTOR

MCC Longview 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. CANCELLATION, TERMINATION OR SUSPENSION

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 MCC Longview 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.

XI. 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 MCC Longview shall be addressed to:

Junior College District of Metropolitan Kansas City Missouri
Attn: Kendra Edwards, Director of Resource Development
500 SW Longview Road
Lee's Summit, MO 64081

XII. **AMENDMENTS**

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

XIII. **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.

XIV. **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

**JUNIOR COLLEGE DISTRICT OF METROPOLITAN
KANAS CITY MISSOURI**

~~Stephen Arbo~~
~~City Manager~~ *see attached*

 *10/3/18*

Authorizing Official (Print and Sign Name)
Junior College District of Metropolitan
Kansas City Missouri
Title

Dr. Kimberly Beatty
Chancellor/CEO

Approved as to Form:

Brian Head | City Attorney

CITY OF LEE'S SUMMIT, MISSOURI

Mayor *William A. Baird*

Approved as to Form:

Brian Head | City Attorney