

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF LEE’S SUMMIT, MISSOURI, THROUGH THE LEE’S SUMMIT PARKS AND
RECREATION BOARD
AND
THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI**

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between The City of Lee’s Summit, Missouri through the Lee’s Summit Parks and Recreation Board (hereinafter referred to as “LSPR”) and the Junior College District of Metropolitan Kansas City, Missouri (hereinafter referred to as “Longview”).

WITNESSETH:

WHEREAS, Longview is promoting a “Community Wide Common Read” program to enhance the quality of life and community in the Lee’s Summit area and surrounding region; and,

WHEREAS, LSPR has determined that it is in the best interest of LSPR and important to the promotion of lifelong learning and community participation to support the “Community Wide Common Read” program; and,

WHEREAS, Longview has proposed a sponsorship program whereby, in exchange for a monetary contribution, LSPR will receive certain benefits; and,

WHEREAS, LSPR wishes to enter into an agreement which would establish LSPR as a sponsor of Longview’s “Community Wide Common Read.”

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

1. **Sponsorship Payment.** LSPR agrees to provide monetary payment to Longview in the total amount of \$2,500.00 which shall constitute a Laker Blue Silver level sponsorship of the “Common Read” program, as evidenced by the invoice attached hereto as Exhibit A and incorporated herein as though fully set forth.
2. **Sponsorship Benefits.** In exchange for the Sponsorship Payment referenced above, Longview shall provide to LSPR the following benefits:
 - a. Preferred logo recognition on all “Common Read” event materials;
 - b. 2 tickets to private reception with keynote speaker of “Common Read” program;
 - c. VIP seating at the Spring convocation; and,
 - d. Sponsor’s Table during the Spring convocation.
3. **Term and Time of Performance.** The term of this Agreement shall be from the date and year first above written to April 18, 2017.
4. **Subcontracts.** The parties hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to this Agreement.
5. **Non-Discrimination Provisions.** The parties 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.

6. **Compliance with the Law.** All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
7. **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. Longview shall refrain from direct participation or funding of any political activity that does not support the purpose of this Agreement. Should Longview participate in political activity, LSPR will determine whether such participation is a violation of this section.
8. **Independent Contractor.** Longview is not authorized or empowered to make any commitments or incur any obligation on behalf of LSPR, but merely to provide the services provided for herein as an Independent Contractor.
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 Longview 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:

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

If to Longview:

Junior College District of Metro KC
 3200 Broadway
 Kansas City, Missouri 64111

11. **Amendments.** In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both LSPR and 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.
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. **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.
14. **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.

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
LEE'S SUMMIT PARKS AND RECREATION BOARD

Mayor Randall L. Rhoads

Approved as to Form:

Chief Counsel of Management & Operations/Deputy City Attorney
Jackie McCormick Heanue

JUNIOR COLLEGE DISTRICT OF
METROPOLITAN KANSAS CITY,
MO (LONGVIEW)

Chancellor
Mark James