

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN  
R-7 SCHOOL DISTRICT, FINE ARTS DEPARTMENT  
AND  
THE CITY OF LEE'S SUMMIT, MISSOURI**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between R-7 School District, Fine Arts Department, (hereinafter referred to as "R-7") 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, R-7 Fine Arts Department consists of 21 art instructors in six secondary schools. R-7 would have a collaborative student project at the Summit Art Festival.

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, R-7 and the City agree as follows:

**I. SCOPE OF SERVICES**

R-7 will provide the following services (the "Services"):  
Student art project at the Summit Art 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, 2017.

**III. COMPENSATION AND METHOD OF PAYMENT**

The City hereby agrees to compensate R-7 for Services in the amount of \$500.00.

**IV. SUBCONTRACTS**

R-7 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**

R-7 and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. R-7 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.

**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.

R-7 shall refrain from direct participation and/or funding of any political activity that does not support the purpose of this Agreement. Should R-7 participate in political activity, the City Council will determine whether such participation is a violation of this section.

**VIII. INDEPENDENT CONTRACTOR**

R-7 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 Summit Art 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 R-7 shall be addressed to:

R-7 School District, Fine Arts Department  
901 NE Douglas  
Lee's Summit, MO 64086

**XI. AMENDMENTS**

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and R-7 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**

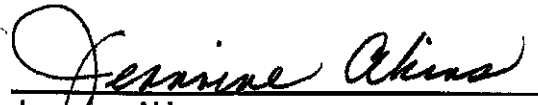
This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or effect.

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**

**R-7**

\_\_\_\_\_  
Stephen Arbo  
City Manager

  
\_\_\_\_\_  
Jeanine Akins  
7-12 District Art Department Chair

Approved as to Form:

\_\_\_\_\_  
Jackie McCormick Heanue, Assistant City Attorney