

## **PUBLIC SERVICE AGREEMENT**

FOR ENHANCED PUBLIC AREA MAINTENANCE SERVICES, INCLUDING BUT NOT LIMITED TO, LITTER CONTROL, WEED ABATEMENT, SIDEWALK CLEANING, BY AND BETWEEN THE DOWNTOWN LEE'S SUMMITT COMMUNITY IMPROVEMENT DISTRICT AND THE CITY OF LEE'S SUMMIT, MISSOURI

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, is by and between The Downtown Lee's Summit Community Improvement, a Missouri Community Improvement District ("District") and the City of Lee's Summit, Missouri, a Missouri municipal corporation ("City").

### WITNESSETH:

WHEREAS, the District was established by the City Council of the City of Lee's Summit, Missouri through the passage of Ordinance No. 7478 on June 19, 2014; and

WHEREAS, the District may provide, purchase, contract for, or implement services and improvements that contribute to the overall cleanliness, beautification, environmental sustainability, and safety of the public areas within the District; and

WHEREAS, the District has determined that it is in the best interests of the District, and important to the successful completion of the public services and improvements set forth for the District, to enter into a public service agreement with the City for the conduct of those certain public services; and

WHEREAS, the District and City desire to enter into an agreement to provide for the scope of work and compensation to be paid for such work; and

WHEREAS, the District and City have the authority to enter into this Agreement pursuant to the provisions of Section 70.210, et. seq. R.S.Mo.

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

### **I. SCOPE OF SERVICES**

- A. City will provide the services as described in Exhibit A. Hereinafter referred to as the "City Provided Public Services".
- B. The City Provided Public Services may be provided either directly by the City, or at the City's sole discretion by third party service providers and vendors pursuant to City contracts. The level of service for the City Provided Public Services are as determined by the City in its sole discretion, or in the case of services provided through a third-party contract, as provided in the respective contract. Nothing in this Agreement shall serve to create any third-party right in favor of the District in any such contracts. The District acknowledges and agrees that no warranty or

guarantee, express or implied, is made by the City with respect to the City Provided Public Services. Any complaint or concern by the District regarding the City Provided Public Services shall be directed to the City Manager or his designee, and to the extent deemed necessary by the City Manager or his designee, be addressed by the City with City staff responsible for the services, or in the manner provided for in the contract with the respective third-party vendor.

- C. Changes to the Scope of Services may be made at any time with the mutual written consent of City's Director of Administration or designee and the District Chairman or designee.

## **II. TERM AND TIME OF PERFORMANCE**

The initial term of this Agreement shall be from authorization by both parties through June 30, 2018, and shall automatically renew for four (4) successive one year periods, unless terminated by either party giving notice sixty (60) days prior to the expiration of any one year period of intent to terminate, in writing, to the other party. It is contemplated that the parties may enter into similar agreements for successive years, and to that end there shall be a review of City's performance by the District Board of Directors on an annual basis during the time of the District's annual budget preparation. The Chairman of the District shall coordinate the annual review process. Notwithstanding this provision for automatic renewal without notice of intent to terminate, a Party may terminate this Agreement or any portion of the City Provided Public Services provided hereunder as set out in Paragraph VIII of this Agreement.

## **III. COMPENSATION AND METHOD OF PAYMENT**

- A. The District hereby agrees to compensate the City for providing the City Provided Public Services as outlined in Section I (A)(1) herein in the amount equivalent to fifty (50) percent of the annual personnel cost of a Facilities Maintenance Worker-Central Building Services, as included annually in the City's Budget, for the term of the agreement. Compensation shall be paid within thirty (30) days of the last day of each City fiscal year (June 30).

All compensation for the Services is subject to annual appropriation by the District. With the adoption of the annual District budget, the compensation for each fiscal year provided for in the Agreement is subject to appropriation, or non-appropriation, at the time.

## **IV. NON-DISCRIMINATION PROVISIONS**

City will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

## **V. COMPLIANCE WITH THE LAW**

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

**VI. CONFLICT OF INTEREST\POLITICAL ACTIVITY**

The elected officials, public officials, employees and agents of the District shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.

City shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms “political activities” and “legislative activities” shall have the meanings ascribed to them by the Internal Revenue Service.

**VII. INDEPENDENT CONTRACTOR**

City is not authorized or empowered to make any commitments or incur any obligation on behalf of the District, but merely to provide the Services provided for herein as an independent contractor.

**VIII. CANCELLED, TERMINATION OR SUSPENSION**

Either party may terminate the provision of any of the City Provided Public Services by giving at least thirty (30) days advance notice (or such amount of time as may be necessary to effectuate cessation of services through third party contracts which third party contracts shall control the time period for notice).

The District may terminate the Agreement immediately if funds are not appropriated for the Services described herein.

**IX. NOTICE**

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the District shall be addressed to:

Chairman  
The Downtown Lee’s Summit Community Improvement District  
13 SE Third Street  
Lee’s Summit, Missouri 64063

Notice to City shall be addressed to:

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

**X. AMENDMENTS**

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the District and City mutually agree, changes to this

Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

**XI. 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.

**XII. 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 of not further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

The Downtown Lee's Summit Community  
Improvement District

By: \_\_\_\_\_  
Name: Brad Culbertson  
Title: Chairman

ATTEST:

By: \_\_\_\_\_  
Secretary

City of Lee's Summit, Missouri

By: \_\_\_\_\_  
Name: Randall L. Rhoads  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk