

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN
METROPOLITAN COMMUNITY COLLEGE FOUNDATION
AND
THE CITY OF LEE'S SUMMIT, MISSOURI**

This Agreement, made and entered into this _____ day of _____, 2017, is by and between Metropolitan Community College Foundation, (hereinafter referred to as "MCC Foundation") 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 Foundation supports the Metro Community College mission by addressing their financial and educational needs through scholarships, education enhancement and improvement of learning facilities including support of the annual MCC-Longview Flights of Fancy Mega Kite 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, MCC Foundation and the City agree as follows:

I. SCOPE OF SERVICES

MCC Foundation will provide the following services (the "Services"):
MCC-Longview Flights of Fancy Mega Kite Festival on April 21, 2018.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from the date and year first above written to June 30, 2018.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate MCC Foundation for Services in the amount of \$1,000.00.

IV. SUBCONTRACTS

MCC Foundation 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**

MCC Foundation 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 Foundation will take affirmative action to ensure that applicants are employed in good faith. MCC Foundation 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.

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

VIII. **INDEPENDENT CONTRACTOR**

MCC Foundation 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 MCC Foundation 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, MO 64063

Notice to MCC Foundation shall be addressed to:

Metropolitan Community College Foundation
500 SW Longview Road
Lee's Summit, MO 64081

XI. **AMENDMENTS**

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and MCC Foundation 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

METROPOLITAN COMMUNITY
COLLEGE FOUNDATION

Stephen Arbo
City Manager

By:
Title:

Approved as to Form:

Jackie McCormick Heanue, Deputy City Attorney