

**PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
MOBERLY COMMUNITY FOUNDATION, AND THE CITY OF MOBERLY, MISSOURI**

This Agreement, made and entered into this ____ day of _____ 2024, is by and between Moberly Community Foundation (hereinafter referred to as the “Contractor”) and the City of Moberly, Missouri, (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, the Contractor has been created to assist the City create a charitable fund to support the issues and groups that benefit the Moberly community: and

WHEREAS, the City is a major investor in the program due to its interest in charitable giving in the Moberly community that benefits the City of Moberly: and

WHEREAS, Contractor programs traditionally require public subsidy, and

WHEREAS, the City and the Contractor have agreed that the City’s contribution shall be \$1,000.00 per fiscal year.

NOW THEREFORE, in consideration of mutual undertakings and mutual benefits from the Contractor. set forth, the Contractor and City agree as follows:

I. SCOPE OF SERVICES

The Contractor will provide the following services and improvements:

- A. Help local donors create charitable funds to support the issues and groups they care about in the Moberly community
- B. Provide tools and resources which help the city, individuals, families, businesses and not-for-profit agencies achieve their charitable purpose and financial goals
- C. Build endowments to insure that charitable donations are always available to support the Moberly community
- D. Allow city donors to benefit from the highest available tax deductions for charitable contributions
- E. Accept a variety of assets and facilitate tax efficient giving strategies for city projects
- F. Pool the assets of donors giving to funds to build community endowments in areas of interest in the Moberly community
- G. Foster giving in Moberly for city facilities and projects
- H. Serve as a source of information for donors about needs in our community
- I. Work with individuals interested in philanthropy in the Moberly community by providing an umbrella organization with 501(c)(3) tax free status
- J. Allow for efficient estate planning of charitable giving and tax efficient strategies for the Moberly community
- K. Work with business owners to transfer wealth in a tax efficient way and accommodate charitable giving in Moberly
- L. Promote the international transfer of wealth from one generation to the next, to the benefit of the City of Moberly.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be for one year with the City's option to renew annually for an additional term. Exercise of the option to renew for an additional term shall be subject to the annual review of performance pursuant to the scope of services by the City Manager. The annual review date is the date first written above in each year of this Agreement. The City Manager, after the annual review of the scope of services, may exercise The City's option to renew this Agreement for an additional term. Regardless of the term and subsequent renewals, the provisions of this Agreement shall be reviewed by the Mayor and the City Council in its entirety 5 (five) years from the date of execution. All compensation for Contractor services is subject to annual review and appropriation by the City Council.

The services of the Contractor are to commence upon execution of this Agreement. All tasks defined in the Scope of Services shall be undertaken and implemented in such sequence as to assure the expeditious completion in the light of the purpose of the agreement.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate the Contractor for the services in Section I of this Agreement in the amount of \$1,000.00 annually. All compensation for Contractor services is subject to annual review and appropriation by the City Council.

IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW

The Contractor shall permit an authorized representative of the City to inspect and audit all data and records of the Contractor related to their performance under this Agreement.

V. SUBCONTRACTS

The Contractor and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without prior written consent of the other party to the Agreement.

VI. REPRESENTATION ON BOARD

It is agreed the Contractor's Executive Board has been created to oversee the operation of Moberly Community Foundation, and the City will possess one voting position on the Executive Board consisting of any designee of the City Manager.

VII. NON-DISCRIMINATION PROVISIONS

The Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed in good faith. The Contractor and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

VIII. COMPLIANCE WITH THE LAW

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

IX. INTEREST OF LOCAL PUBLIC OFFICE

No member of the City Council of the City of Moberly, 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.

X. AMENDMENTS

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

XI. SEVERABILITY

It is mutually agreed that in case any provision of the 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 the Agreement shall remain in full force and effect.

XII. ENTIREMENT 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, written, are hereby merged into and made part hereof, and are of no further force or affect.

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

City of Moberly, Missouri
A Municipal Corporation

Moberly Community Foundation

Brandon Lucas, Mayor

Bob Riley, President

Michael Bugalski, City Manager

Greg Hodge, Treasurer

ATTEST:

Shannon Hance, City Clerk

Approved as to Form:

Randall Thompson, City Attorney