

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

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

**WITNESSETH:**

**WHEREAS**, Moberly Community Betterment helps Missouri communities enhance their life through overall community development, planning and implementation.

**WHEREAS**, the City is a major investor in the program due to its interest in community development and planning: and

**WHEREAS**, Moberly Community Betterment programs traditionally require public subsidy, and

**WHEREAS**, the City and Moberly Community Betterment have agreed that the City’s contribution shall be \$1,500.00 per fiscal year.

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

**I. SCOPE OF SERVICES**

The Contractor will provide the following services and improvements:

- A. Organizations-continue to facilitate promote and showcase meaningful community efforts for the community.
- B. Encouraging and participating in projects and events that improve the attractiveness of the area and which seek to enhance the quality of life for its citizens.
- C. Recruiting membership and soliciting volunteers who will seek creative partnerships and collaborations among civic, educational, religious, government as well as other entities in order to be successful.
- D. Initiating projects, when necessary, to meet the community’s vision and goals.

**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.

### **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 \$1,500.00 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. 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.

### **VII. COMPLIANCE WITH THE LAW**

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

### **VIII. 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.

### **IX. 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.

**X. 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.

**XI. 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 Betterment

\_\_\_\_\_  
Michael Bugalski, City Manager

\_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Randall Thompson, City Attorney