

AGREEMENT FOR SERVICES TO BE RENDERED
BY
MOBERLY AREA COUNCIL ON THE ARTS

THIS AGREEMENT entered into this _____ day of _____, 2023, by and between the **CITY OF MOBERLY, MISSOURI**, hereinafter referred to as "**City**", acting by and through its City Council, hereinafter referred to as "**City Council**", and the **MOBERLY AREA COUNCIL ON THE ARTS**, a corporation formed and existing under the General Not For Profit Corporation Act of Missouri, hereinafter referred to as the "**MACA**".

RECITALS

1. Moberly Area Council On The Arts is organized for the purpose of promoting the arts and other cultural aspects of the community.
2. **City Council** is desirous of retaining and employing **MACA** and securing its services for the above stated purpose.

AGREEMENT

In consideration of the premises and the covenants and the promises hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. **MACA** will, and does, hereby undertake to carry out the following activities on behalf of **CITY** and to render the following services:
 - a. Promoting the arts and other cultural aspects of the community.
2. In consideration of the promises and of the services agreed to be performed by the **MACA**, the **CITY** agrees to pay the **MACA** the sum of **ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00)** annually.
3. The services of the **MACA** are to commence upon the 1st day of July, 2023 and shall be for a period expiring 30th day of June, 2024.

4. This agreement may be terminated by either party with just cause, provided that the terminating party shall give written notice to the other party at least three (3) months prior to termination of this agreement.

5. The execution and approval of this agreement by the **City Council** is not intended to and does not in any manner make the **MACA** an agent, agency, or servant of the City of Moberly, it being expressly understood that the **MACA** is in all respects an independent contractor, and the only liability of the **City Council** created by the terms of the agreement is the obligation to pay the **MACA** for services rendered.

6. **MACA** shall keep its books and records open for inspection at reasonable times by any persons or entities designated by the **CITY** to perform audits.

7. This agreement shall be effective upon execution by the parties herein.

The parties hereto have caused this agreement to be duly executed as of the _____ day of _____, 2023.

CITY OF MOBERLY

City Manager

ATTEST:

Shannon Hance, City Clerk

MOBERLY AREA COUNCIL OF THE ARTS

By: _____
Becky Kreek, President

Ann Parks, Vice President