

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing to execute a Continuing Education Service Agreement with the Metropolitan Community College of Kansas City, MO, for use by the Parks + Rec Department, at an actual cost to the County in the amount of \$4,400.00.

RESOLUTION NO. 20890, February 28, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a continuing need for its rangers to maintain their state certification as Missouri peace officers; and,

WHEREAS, the Department proposes to use a facility of Metropolitan Community College of Kansas City, MO, to conduct the training necessary to maintain certification; and,

WHEREAS, the attached Continuing Education Service Agreement with the Metropolitan Community College, which includes an indemnification provision that requires legislative approval, adequately sets out the rights and obligations of the County in this regard; and,

WHEREAS, the execution of this agreement is in the best interest of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be and hereby is authorized to execute the attached Continuing Education Service Agreement with the Metropolitan Community College of Kansas City, MO; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Jan D. Henderson
Chief Deputy County Counselor

Byron O. Conley
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20890 of February 28, 2022, was duly passed on *March 7*, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas *8*

Nays *0*

Abstaining *0*

Absent *1*

3.7.2022
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 028 1605 56750
ACCOUNT TITLE: Law Enforcement Training Fund
Park Safety
Education Benefits
NOT TO EXCEED: \$4,400.00

2/24/2022
Date

[Signature]
Chief Administrative Officer

CONTINUING EDUCATION SERVICE AGREEMENT

This Continuing Education Service Agreement (Agreement) is by and between the Metropolitan Community College Kansas City, Missouri a/k/a Metropolitan Community College (MCC) having a principal address at 3200 Broadway, Kansas City, Missouri, 64111, on behalf of its MCC Blue River Campus Police Academy (Academy) and Jackson County Parks & Recreation (Client), having a principal address at 22807 South West Chapel Road, Blue Springs, Missouri 64015.

MCC, through its Academy, is a Missouri Department of Public Safety approved provider through its Peace Officers Standards and Training Commission (POST) of basic and advanced education and training to students/cadets desiring to be commissioned peace officers in the State of Missouri. MCC develops and /or provides continuing education courses, programs, seminars and training for commissioned peace officers in the State of Missouri. Client desires to retain the services of MCC's Academy to provide continuing education courses, programs, seminars and training to its law enforcement personnel.

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Scope of Services. MCC shall publish in a timely manner an annual listing of continuing education courses, programs, seminars and training [Program(s)] offered by its Academy to Client throughout the year. MCC shall provide:

- i. up to 24 hours of in-house continuing education training for each Client employee covered under this Agreement;
- ii. a prorated share of available seats in all courses, based upon paid number of Client's eligible personnel, with the opportunity for additional seats if available;
- iii. the necessary materials for the Programs; and
- iv. transcript services for above referenced in-house training, to include certification and state reporting.

2. Records. MCC shall maintain all records, lesson plans, source documents, attendance records, and all Client documents required by the Department of Public Safety and POST Commission.

3. Fees. For and in consideration of the services herein, Client shall pay MCC, at the rate of two hundred dollars (\$200.00) per Client employee, within thirty (30) days of Client's receipt of MCC's invoice. Payments shall be sent to MCC as follows:

Attn: Letonia L. Torrence
MCC-Workforce and Economic Development
3444 Broadway Boulevard
Kansas City, Missouri 64111

MCC reserves the right to change the fees, to be effective with the subsequent contract term, provided that written notice is given to Client at least sixty (60) days prior to the end of the then current one-year term.

4. Term, Termination.

4.1. The initial term of this Agreement shall be from the date of signature through December 31, 2022. This Agreement may be renewed for additional 1-year terms upon the mutual written agreement of the parties.

4.2. The parties agree that a termination without cause shall not be effective against any student participating in a Program at the date the notice was mailed, until such student has completed the learning plan as mutually agreed upon.

4.3. Either party shall have the right to immediately terminate this Agreement in the event the other party commits a material breach of its obligations under this Agreement and does not remedy the breach within ten (10) days of receiving written notice of the breach.

5. Eligible Client Personnel. Each year before this Agreement's renewal date, the Client shall provide to Academy a list of personnel who will be eligible to participate in the Programs. Additions to the list of personnel may be made at any time during the Agreement, as long as payment in full for the additional personnel is received by MCC prior to such personnel attending any scheduled Programs.

6. Program Development. The Programs are developed by MCC with input from the Academy's Advisory Board and satisfies the requirements of the State of Missouri. In developing the Programs, the MCC retains the right to:

- i. maintain complete control over the selection and content of the Programs and instruction;
- ii. determine the minimum and maximum number of enrollees for each Program;
- iii. cancel, with sufficient notice, any particular Program session due to insufficient enrollment; and
- iv. determine the time and location of each Program session.

7. No Waiver. No provision herein shall be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to either party under applicable state governmental immunities law.

8. Indemnity. To the extent permitted by Missouri law and not inconsistent with sovereign immunity, Client shall indemnify, defend, and hold MCC, its trustees, officers, employees, agents, and representatives harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability, actual or claimed, including reasonable attorneys' fees, for injury or damage to persons or loss or damage to property occurring or allegedly occurring in connection with any action, inaction, or conduct committed by Client or by its officers, directors, employees, students, volunteers, agents, or representatives during the term of this Agreement.

9. Force Majeure.

(a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this Agreement (the "Nonperforming Party") will be excused from performing those obligations, on condition that: (1) the Nonperforming Party used reasonable efforts to perform its obligations; (2) the Nonperforming Party's inability to perform its obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstances giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under Subsection (c).

(b) "Force Majeure Event" means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement.

(c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of the Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

10. No Third Party Beneficiary Rights. No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, MCC or Client in this Agreement. Nothing in this Agreement, whether express or implied, is intended to create any rights or remedies on any third party beneficiary.

11. Severability. If for any reason, any term, covenant, or condition hereof shall be determined to be invalid or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall not be affected thereby.

12. Powers and Authority. Neither party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other party without such other party's express written consent.

13. Non-Discrimination. The parties agree that no person shall be excluded from participation in, be denied the benefit of, or otherwise to subjected to discrimination in the performance of this Agreement on the ground of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status or any other status protected by applicable law. **The parties shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

14. Anti-Discrimination Against Israel. In accordance with Missouri Revised Statute Section 34.600, titled the "Anti-Discrimination Against Israel Act," each party certifies it is not currently actively or indirectly engaged in and shall not, for the duration of this Agreement, actively or indirectly engage in a boycott of goods or services from the State of Israel and shall otherwise comply with the provisions of R.S.Mo. § 34.600.

15. Order of Precedence. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any exhibit, invoice, purchase order, website or other document attached hereto or incorporated herein by reference, the terms and conditions of this Agreement shall govern.

16. Notices. All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written below.

Notices to MCC shall be sent to:

Attn: Letonia L. Torrence
MCC-Workforce and Economic Development
3444 Broadway Boulevard
Kansas City, Missouri 64111
Email address for notices: wedfes@mcckc.edu

Notices sent to Client shall be sent to:

Attn: Jordin Mahnke
Jackson County Park Rangers
Email address for notices: JMahnke@jacksongov.org.

17. No Debarment. Client represents that it is not debarred or suspended from doing business with the federal government and/or any state government, and shall notify MCC if it becomes debarred or suspended during the Term of this Agreement.

18. Governing Law. This Agreement is governed by and construed in accordance with the substantive laws of the State of Missouri, without regard to choice of law principals. The exclusive forum for all disputes, claims, causes, and actions arising under this Agreement shall be Kansas City, Jackson County, Missouri.

19. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

20. Execution. This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No member or officer of MCC incurs personal liability by the execution or default of this Agreement. All such liability is released by Client as a condition of and consideration of the execution of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

**Junior College District of Metropolitan
Kansas City, Missouri**

**Jackson County, Missouri
Director of Finance and Purchasing**

By: _____

By: _____

Name: Suzanne Gochis

Name: _____

Title: Vice Chancellor of Instructions / CAO

Title: _____

Date: _____

Date: _____