

**CONTINUING EDUCATION SERVICE AGREEMENT
STANDARD**

This is an Agreement made and entered into this date of April 1, 2012, by and between The Metropolitan Community College Kansas City, Missouri, hereinafter referred to as "District" on behalf of its MCC-Blue River Police Academy (Academy) of Blue River Community College and the JACKSON COUNTY PARKS & RECREATION DEPT. hereinafter referred to as "Client".

WHEREAS, the Academy is a Missouri Department of Public Safety approved provider through its Peace Officers Standards and Training Commission, hereinafter referred to as "POST", of basic and advanced education and training to students/cadets desiring to be commissioned peace officers in the State of Missouri;

WHEREAS, the Academy is in the business of developing and/or providing continuing education courses, programs, seminars and training for commissioned peace officers in the State of Missouri;

WHEREAS, Client desires to retain the services of the Academy to provide continuing education courses, programs, seminars and training to its law enforcement personnel; and

WHEREAS, District and Client wish to set forth in writing their Agreement concerning such continuing education services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Scope of Continuing Education. The Academy shall publish in a timely manner an annual listing of continuing education courses, programs, seminars and training that it will make available to Client.

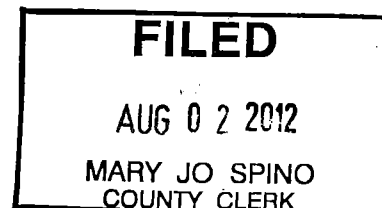
Section 2. Records. The Academy shall maintain all records, lesson plans, source documents, attendance records, and all Client documents required by the Department of Public Safety and POST Commission.

Section 3. Services Provided. The Academy shall offer Client its continuing education throughout the year; and

- a) Provide a prorated share of available seats in all courses, based upon paid number of eligible personnel, with the opportunity for additional seats if available;
- b) Provide transcript services for in-house training, to include certification of up to twenty-four (24) hours of Client in-house training.

Section 4. Cost. Client shall pay for 30 employees, at the rate of One Hundred Seventy-Five dollars (\$175.00) per officer, for a total due of \$ 3,500.⁰⁰

District 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 90 days prior to the end of the then current one year term.



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Section 5. Eligible Client Personnel. The Client shall provide to Academy, on or before **October 1st** of each year, a listing of personnel *including name, address and last four digits of their social security number* who will be eligible to participate in the Academy's continuing education program. Revisions to the list may be made if given in writing to the Academy prior to scheduled training.

Section 6. Education and Training Materials. The aforementioned Cost shall include all materials provided by the Academy.

Section 7. Rights of Academy. The Academy's continuing education program is developed by the District and the Academy, with input from the Academy's Advisory Board and satisfies the requirements of the State of Missouri. In developing the program, the District retains the right:

- a) To have complete control over the selection and content of the training, continuing education programs, seminars and instruction;
- b) to determine the minimum and maximum number of enrollees for each particular training;
- c) to cancel, with sufficient notice, any particular program session due to insufficient enrollment; and
- d) to determine the time and location of each program session.

Section 8. Insurance and Waiver of Liability. Client maintains an insurance policy with comprehensive general liability coverage of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. A certificate of insurance evidencing this coverage, including thirty (30) day advance written notice of cancellation or change, shall be issued to the District. The District shall be designated as an additional covered party with respect to the continuing education program.

Section 9. Non-discrimination. The Academy shall not discriminate against any individual on the basis of race, creed, color, religion, national origin, sex, ancestry, age, or disability.

Section 10. Terms of Agreement. The initial term of this Agreement shall begin on the date first written above and end on MARCH 31, 2013. This Agreement shall automatically renew for additional one-year periods unless terminated by either party upon sixty (60) days written notice prior to the end of the then current one-year term.

Section 11. Titles and Headings. Titles and headings to sections hereof are for the purpose of reference only and do not reflect the provisions hereof or the rights of the parties hereto.

Section 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

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Section 13. Communications. All notices and other communications required hereunder shall be in writing and deemed to have been given if hand-delivered or if mailed, postage prepaid, as follows:

If to Academy: Mr. Mike Hendershot, Director
MCC-Blue River Police Academy
20301 E M 78 Highway
Independence, MO 64057

If to Client: CAPTAIN B. PENDERGIST, TRAINING MANAGER
JACKSON COUNTY PARKS & RECREATION
22807 WOOD CHAPEL ROAD
BLUE SPRINGS, MO 64015

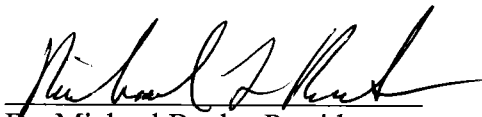
Section 14. Agreement Revisions. Revisions to this Agreement shall be made in writing, dated, and signed by the proper representatives of the District and Client.

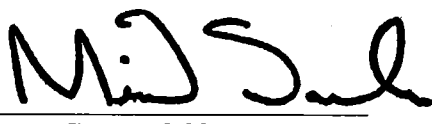
Section 15. Entire Agreement. This Agreement, consisting of three (3) pages, constitutes the entire Agreement between the parties, all prior representations, agreements and/or amendments, written or oral having been superseded by and/or merged into this Agreement.

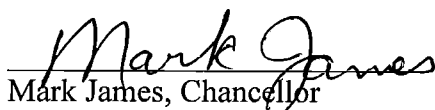
IN WITNESS WHEREOF, the parties hereto have executed this Continuing Education Agreement as of the last date of signature below.

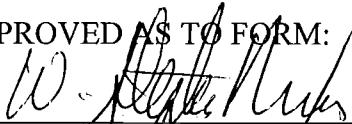
The Metropolitan Community College
Kansas City, Missouri

Client

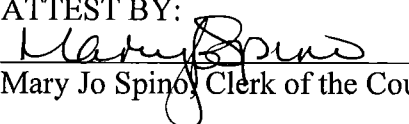

Dr. Michael Banks, President
Metropolitan Community College-Blue River

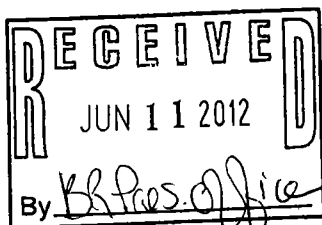

Jackson County MO
Michael D. Sanders, County Executive


Mark James, Chancellor

APPROVED AS TO FORM:
By 
W. Stephen Nixon, County Counselor

See attached - Not required
David L. Disney, President
Board of Trustees

ATTEST BY:

Mary Jo Spino, Clerk of the County Legislature



REVENUE CERTIFICATE

I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$3,500.00 which is hereby authorized.

July 30, 2012
Date

[Signature]
Director of Finance and Purchasing
Account Number: 003-1605-56750
16052012001

**Signature Authority
MCC's Decision-Making Public Servants
February 16, 2012**

Board President: As defined in RSMo. 105.450(6)

May sign contracts over \$10,000

Chancellor: All contracts as designated in the Board of Trustee Bylaws and District Policies and Procedures

May sign contracts, grants, and memorandums of understanding from \$1,000 to \$10,000

May sign purchase orders from \$5,000 to \$9,999

Decision-making Public Servants: Only employees that have been so designated by the Board of Trustees and the Chancellor may sign a contract on behalf of The Junior College District of Metropolitan Kansas City, Missouri. The Board of Trustees and the Chancellor have designated the following as decision-making public servants with final signature authority.

Vice Chancellor Administrative Services & Student Development: Amounts from \$1,000 to \$10,000
Equivalent to the authority of the Chancellor

Vice Chancellor of Academic Affairs: Amounts from \$0 to \$999

May sign MCC standardized contracts, as well as outside contracts, in the absence of the Chancellor and the Vice Chancellor of Administrative Services & Student Development
and

Purchase Orders, Amounts from \$0 to \$4,999

Presidents: Amounts from \$0 to \$999

Agreements for Contracted Services

Client Agreements

Facility Use Agreements

General Agreements

and

Purchase Orders, Amounts from \$0 to \$4,999

Director of Purchasing: Amounts from \$0 to \$999

Purchase Orders

Chief of Staff to the Chancellor and Board Secretary: Amounts from \$0 to \$999

As delegated by the Chancellor