



Memorandum of Understanding Between Lee's Summit R-7 School District and Lee's Summit Parks and Recreation

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is entered into as of this _____ day of _____, 2023 by and between the Lee's Summit R-7 School District (hereinafter “District”) and the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board (hereinafter “LSPR”) and WITNESSETH:

WHEREAS, LSPR regularly hosts a variety of cultural arts programs for the enjoyment of patrons at its' facilities; and,

WHEREAS, District and LSPR have determined there is mutual benefit in partnering for the provision of certain cultural arts programs and activities for patrons and citizens of Lee's Summit and students and families of the District, sharing the expense of resources and facilities to maximize opportunities, representing a cost effective and efficient use of public funds; and,

WHEREAS, District and LSPR have negotiated the terms and conditions associated with the cooperation as referenced herein, and desire to enter into this MOU for purpose of formally memorializing the same.

NOW, THEREFORE, District and LSPR agree as follows:

SECTION ONE – RIGHTS AND RESPONSIBILITIES OF LSPR

- 1.01 Provision of Harris Park Facility.** LSPR agrees, at no cost to District, to make available for use Harris Park surrounding grounds and building, which LSPR deems appropriate, for the express purpose of the “Meet Me in the Park” event, to take place on Tuesday, May 9th from 5:30pm to 7:30pm (hereinafter “the Event.”)
- 1.02 Provision of Staff Support.** LSPR agrees, at no cost to District, to provide Staff support including an Event Lead, parking attendants, gate attendants, and operations staff as deemed necessary by LSPR for the efficient operations of the Event. LSPR will assist District staff as provided in Section 2.02, herein, with necessary training and orientation to assist with event activities as contemplated herein.
- 1.03 Concessions.** LSPR shall invite local food trucks to set up and sell their concessions at the Event. All proceeds will be retained by the food truck owners.
- 1.04 Marketing.** LSPR shall be entitled to create and distribute its' own marketing materials for the Event, at its' sole cost, which will be posted and/or disseminated as deemed appropriate in the sole discretion of LSPR.

SECTION TWO – RIGHTS AND RESPONSIBILITIES OF DISTRICT

- 2.01 Provision of Supplies/Materials and Related Costs.** District agrees, at no cost to LSPR, to provide any supplies or materials needed for participants with special needs. Additionally, District agrees to cover the costs of any sound equipment which may be required for the Event.

2.02 Provision of Staff Support. District agrees, at no cost to LSPR, to provide Staff support, including an Emcee/Host for the Event and a minimum of four (4) additional staff members to assist with facility preparation/set up, parking, gate, and cleanup responsibilities associated with the Event.

2.03 Marketing. District shall be entitled to create and distribute its' own marketing materials for the Event, at its' sole cost, which will be posted and/or disseminated as deemed appropriate in the sole discretion of District.

SECTION THREE – GENERAL PROVISIONS

3.01 Event Lead; Determination of Unsafe Conditions; Cancellation. The LSPR Event Lead shall be designated as the primary responsible party for all aspects of the Event, including determination of unsafe conditions and cancellation. In making determinations regarding the Event, the Event Lead shall coordinate with the District's designated representative and shall take into consideration District's interests and concerns.

3.02 Insurance. District and LSPR each agree to maintain commercial general liability in the minimum amounts of \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate through the conclusion of the scheduled Event. Further, to the extent permitted by applicable law, District and LSPR agree to indemnify, defend, and hold harmless the other party, its officers, employees, appointed or elected officials, agents, attorneys and representatives 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 a party during the term of this MOU or in connection with the Event.

3.03 Non-Discrimination Provisions. District and LSPR agree not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, veteran status or any other status protected by applicable law. The parties also agree to 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.

3.04 Compliance with Applicable Law. District and LSPR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

3.05 Rules and Regulations. District understands and agrees that all rules, regulations and laws applicable to Harris Park shall apply to the events which are the subject of this MOU. District's willful, deliberate or negligent failure to adhere to the rules, regulations, and laws applicable to Harris Park is a material breach/default of this MOU.

3.06 Damage to Park Property. District hereby agrees to pay the cost of replacement or repair as may be deemed necessary, in the sole discretion of LSPR, for any damage caused to park property through the negligence of or the act or actions of participants or spectators at the Event.

3.07 No Fees. District and LSPR agree that no fees shall be charged for the Event or parking. This provision shall not apply to the sales of concessions as outlined in Section 1.03, above.

3.08 Cancellation, Termination or Suspension of MOU. This MOU may be terminated at any time by written, mutual agreement of the parties, provided all applicable laws and regulations are complied with. District shall have the right at its' option to terminate this Agreement and be free of the obligations hereunder in the event that LSPR is in default or violation of the terms, conditions, assurances or certifications of this Agreement.

3.09 Notice. Any notice required by this MOU is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereafter specified:

If to LSPR:

Joseph D. Snook
Administrator of Parks and Recreation
220 SE Green Street
Lee's Summit, Missouri 64063

If to District:

Dr. Staci Mathes
Executive Director of Special Services
301 NE Tudor Road
Lee's Summit, Missouri 64086

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

3.11 Severability. It is mutually agreed that in case any provision of this MOU is determined by a court of law to be unconstitutional, illegal or unenforceable, the intention of the parties that all the other provisions of this MOU shall remain in full force and effect.

3.12 Remedies. All rights and remedies of the parties, at law or in equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

3.13 Assignment. This MOU shall not be assigned by either District or LSPR without the prior written consent of the other party, and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this MOU.

3.14 Governing Law. This MOU shall be deemed to have been made within the County of Jackson, State of Missouri, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Missouri and before the courts of Missouri in the County of Jackson.

3.15 No Agency. Except to the extent as expressly provided herein, nothing in this MOU shall create an agency, partnership, or joint venture between District and LSPR.

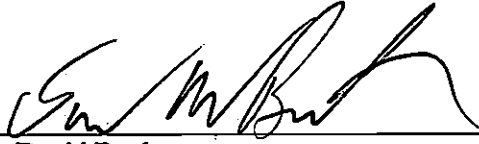
3.16 Entire Agreement. This MOU constitutes the entire agreement between the parties with respect to its' subject matter and any prior agreements, understandings or other matters whether oral or written, are hereby merged into and made part hereof, and are not of further force or effect.

3.17 Execution. This MOU may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this MOU via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this MOU. Execution by one or both of the parties after the date of the Event shall not render this MOU invalid.

IN WITNESS WHEREOF, District and LSPR have executed this Memorandum of Understanding as of the date and year first written above.

LEE'S SUMMIT R-7 SCHOOL DISTRICT

CITY OF LEE'S SUMMIT, MISSOURI



Dr. David Buck
Superintendent

William A. Baird
Mayor