

INTERGOVERNMENTAL AGREEMENT

PARKING ACCOMODATIONS FOR JACKSON COUNTY PARKS AND RECREATION TRIP THE LIGHT FANTASTIC BIKE RIDE THROUGH CHRISTMAS IN THE PARK

THIS INTERGOVERNMENTAL AGREEMENT FOR PARKING ACCOMODATIONS FOR JACKSON COUNTY PARKS AND RECREATION TRIP THE LIGHT FANTASTIC BIKE RIDE THROUGH CHRISTMAS IN THE PARK (hereinafter "Agreement") is entered into as of this _____ day of _____, 2018 by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri Municipal Corporation, by and through the LEE'S SUMMIT PARKS AND RECREATION BOARD (hereinafter "LSPR") and JACKSON COUNTY, MISSOURI a political subdivision of the State of Missouri (hereinafter "**Jackson County.**") WITNESSETH:

WHEREAS, LSPR owns property located at 3801 SW Longview Road, Lee's Summit, Missouri, commonly known as Longview Community Center, including a portion of the parking lot adjacent to the building located on the premises; and,

WHEREAS, Jackson County Parks and Recreation annually hosts an event at Longview Lake Park entitled Trip the Light Fantastic Bike Ride through Christmas in the Park (hereinafter "the Event"); and,

WHEREAS, in order to accommodate participants' parking for the Event, Jackson County has historically utilized parking spaces at Longview Community Center; and,

WHEREAS, LSPR has agreed to allow for the use of a portion of the Longview Community Center parking lot which is under its' ownership and control by Jackson County for the Event; and,

WHEREAS, LSPR and Jackson County have negotiated the terms and conditions associated with the accommodation as referenced herein, have reduced the same to writing in this Agreement, and desire to enter into this Agreement for purposes of formally memorializing the same.

NOW, THEREFORE, it is agreed by LSPR and Jackson County as follows:

- 1. Use and Condition of Premises.** LSPR agrees to grant Jackson County the use of a total of 271 parking spaces, as more fully identified in green on the attached "Exhibit A" for the sole purpose of parking for participants of Trip the Light Fantastic 2018, scheduled for November 20, 2018. Use of the identified portion of the premises shall be made available from 5:00pm to 8:00pm on November 20, 2018. Jackson County shall not use the identified portion of the premises or any other portion of LSPR property for any other purpose. Jackson County accepts said portion of the premises in present condition and agrees to keep and maintain the same in as good condition as is at present, free from debris, danger of fire or any nuisance, to commit no acts of destruction or other acts tending to injure, damage, or otherwise deface LSPR's property. Jackson County shall not permit alcoholic drinks to be sold or provided on LSPR property under any circumstances. Jackson County shall ensure there are sufficient staff/volunteers to coordinate parking for the Event and to ensure that participants only park in the areas identified pursuant to this Agreement. The provision of the parking spaces referenced herein shall be free of charge to Jackson County.

2. **Insurance.** Jackson County agrees to maintain in force insurance in the following minimum amounts: a) Worker's Compensation Insurance and Employer's Liability insurance for its' employees as required under Missouri law; and, b) General Liability Insurance in the amounts of \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and which shall name the City of Lee's Summit as additional insured as it pertains to the Event. Upon execution of this Agreement, Jackson County agrees to provide LSPR a Certificate of Insurance evidencing this coverage.
3. **Indemnification.** To the extent permitted by applicable law, Jackson County agrees to indemnify, defend, and hold harmless LSPR, its' elected and appointed officials, employees, attorneys, agents, 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 Jackson County or by its' officers, directors, employees, volunteers, agents or representatives in connection with the Event giving rise to this Agreement.
4. **Non-Discrimination Provisions.** LSPR and Jackson County each 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.
5. **Compliance with the Law.** LSPR and Jackson County shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
6. **Interest of Local Public Office/Political Activity.** No member of the City Council of the City, the Lee's Summit Parks and Recreation Board, 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 this Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri. For purposes of this Agreement, Jackson County shall refrain from direct participation or funding of any political activity that does not support the purpose of this Agreement. Should Jackson County participate in political activity, LSPR will determine whether such participation is a violation of this section.
7. **Cancellation, Termination or Suspension.** This Agreement may be terminated at any time by written, mutual agreement of the parties, provided all applicable laws and regulations are complied with. LSPR shall have the right at its' option to terminate this Agreement and be free of the obligations hereunder in the event that Jackson County is in default or violation of the terms, conditions, assurances or certifications of this Agreement. Non-appropriation of funds by LSPR shall not be considered a violation or default of this Agreement.

8. **Notice.** Any notice required by this Agreement 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:

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

If to Jackson County:

9. **Amendments.** In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both LSPR and Jackson County mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an Amendment.
10. **Severability.** It is mutually agreed that in case any provision of this Agreement 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 Agreement shall remain in full force and effect.
11. **No Agency.** Except to the extent as expressly provided herein, nothing in this Agreement shall create an agency, partnership, or joint venture between LSPR and Jackson County.
12. **Severability.** If, for any reason, any provision contained herein shall be determined to be invalid or unenforceable, the validity and effect of the other provisions herein shall not be affected.
13. **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.
14. **Assignment.** This Agreement shall not be assigned by either LSPR or Jackson County 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 Agreement.
15. **Governing Law.** This Agreement 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.
16. **Entire 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 or written, are hereby merged into and made part hereof, and are not of further force or effect.
17. **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. Execution by one or both of the parties after the date of the Event shall not render this Agreement invalid.

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IN WITNESS WHEREOF, LSPR and Jackson County have executed this Agreement as of the date and year first written above.

CITY OF LEE'S SUMMIT, MISSOURI
LEE'S SUMMIT PARKS AND RECREATION BOARD

William A. Baird
Mayor

Joe Snook
Administrator of Parks and Recreation

Approved as to Form:

Jackie McCormick Heanue
Superintendent of Legal Services & Human Resources

JACKSON COUNTY, MISSOURI

By: _____

Title: _____

Approved as to Form:

By: _____

Title: _____