



**MEMORANDUM OF UNDERSTANDING AND INTERGOVERNMENTAL AGREEMENT REGARDING THE
PRESENTATION OF JIM COSGROVE A/K/A MR. STINKY FEET – A JOINT ENDEAVOR BY AND BETWEEN LEE’S
SUMMIT PARKS AND RECREATION AND LEE’S SUMMIT R-7 SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is entered into as of this _____ day of _____, 2019 by and between the City of Lee’s Summit, Missouri, by and through the Lee’s Summit Parks and Recreation Board (hereinafter “LSPR”) and the Lee’s Summit R-7 School District (hereinafter “District.”) WITNESSETH:

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

WHEREAS, District owns and operates the Great Beginnings Early Education Center (hereinafter “Great Beginnings,”) immediately adjacent to one of LSPR’s facilities, the Legacy Park Amphitheater (hereinafter “the Amphitheater;”) and,

WHEREAS, LSPR and District 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 Great Beginnings and District, sharing the expense of resources and facilities to maximize opportunities, representing a cost effective and efficient use of public funds; and,

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

NOW, THEREFORE, LSPR and District agree as follows:

SECTION ONE – RIGHTS AND RESPONSIBILITIES OF LSPR

1.01 Provision of Amphitheater Facility. LSPR agrees, at no cost to District, to make available for use that portion of the Legacy Park Amphitheater which LSPR deems appropriate, for the express purpose of the performance of Jim “Mr. Stinky Feet” Cosgrove’s family concert performance, to take place on Friday, September 20, 2019 at 6:30pm (hereinafter “the Event,”) as more fully detailed in the Event Confirmation by and between Hiccup Productions, Inc. and District, a copy of which is attached hereto as “Exhibit A.” This shall include set up and tear down of necessary furnishings for the event.

1.02 Provision of Staff Support. LSPR agrees, at no cost to District, to provide Staff support including an Event Lead, concessions staff, 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 Operations. LSPR retains the right to provide concessions available for sale at the Event, and shall retain all revenues generated from said concessions sales.

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 Performer/Entertainer and Related Costs. District agrees, at no cost to LSPR, to provide for and fully compensate the service provider for the Event, consistent with the terms and conditions outlined in the Event Confirmation attached hereto as “Exhibit A.” Additionally, District agrees to cover the costs of any sound/lighting which may be required for the performance, utilizing the service provider(s) on contract through and authorized by LSPR for the same.

2.02 Provision of Staff Support. District agrees, at no cost to LSPR, to provide Staff support, including an Emcee/Host for the Event, a Liaison for the performer, 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. LSPR and District 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, District agrees to ensure the performer or service provider which it retains for each of the events listed on Exhibit A maintain the same level of insurance coverage, and provide to LSPR a Certificate of Insurance naming the City of Lee’s Summit as additional insured with respect to the scheduled event. To the extent permitted by applicable law, LSPR and District 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 the indemnifying party in connection with the Event.

3.03 Non-Discrimination Provisions. LSPR and District 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.

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

3.05 Rules and Regulations. District understands and agrees that all rules, regulations and laws applicable to Legacy Park Amphitheater 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 Legacy Park Amphitheater is a material breach/default of this MOU.



3.06 Damage to Park Property. District hereby agrees to pay the reasonable cost of replacement or repair as may be deemed necessary, in the reasonable judgment of LSPR, for any damage caused to park property through the negligence of the District's personnel at the Event. **LSPR agrees to notify District in writing within five (5) business days of the Event if LSPR believes damage occurred for which District is responsible under this section.** Upon such notification, District shall have the opportunity to examine the alleged damage. The parties further agree to confer about the damage to allow the District to respond to LSPR's judgment that District is responsible before assuming reasonable costs for replacement or repair.

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, or to any merchandise sales which may be undertaken by the performer.

3.08 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 MOU pertains, shall have any personal interest, direct or indirect, in this MOU or the proceeds thereof except as permitted by the laws of the State of Missouri. For purposes of this MOU, District shall refrain from direct participation or funding of any political activity that contradicts the purpose of this MOU, which is the mutual hosting of the Event. Should District participate in political activity, LSPR will determine, using a reasonableness standard, whether such participation is a violation of this section.

3.09 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. LSPR shall have the right at its' option to terminate this Agreement and be free of the obligations hereunder in the event that District 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.

3.10 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:

If to District:

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

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

3.12 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.



3.13 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.

3.14 Assignment. This MOU shall not be assigned by either LSPR or District 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.

3.15 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 LSPR and District.

3.17 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.

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

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

LEE'S SUMMIT R-7 SCHOOL DISTRICT

Joseph D. Snook
Administrator of Parks and Recreation

Dr. Emily Miller
Interim Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jackie McCormick Heanue
Superintendent of Legal Services & Human Resources

APPROVED BY THE GOVERNING BODY OF THE
CITY OF LEE'S SUMMIT, MISSOURI

William A. Baird
Mayor