

INTERGOVERNMENTAL AGREEMENT FOR THE USE OF GREEN STREET

THIS INTERGOVERNMENTAL AGREEMENT FOR THE USE OF GREEN STREET, (hereinafter “Agreement”) is entered into this _____ day of _____, 2026, by and between THE CITY OF LEE’S SUMMIT, MISSOURI, a Missouri Constitutional Charter City (hereinafter “City”) and THE LEE’S SUMMIT R-7 SCHOOL DISTRICT, a Missouri Public Education Institution (hereinafter “District”, collectively the “Parties”)

RECITALS

WHEREAS, the City is the owner of Green Street, located in Lee’s Summit, Missouri; and,

WHEREAS, City allows for the rental and use of Green Street by entities and groups subject to certain terms and conditions; and,

WHEREAS, the District has requested permission to rent or use Green Street for various District related events or activities; and,

WHEREAS, the District and the City have reduced into writing the terms and conditions associated with the District’s use of Green Street in this Agreement, and desire to approve and enter into the same in order to memorialize their mutual understandings.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the City and the District as follows:

DEFINITIONS

City Facilities and Events Manager: the City employee that oversees all aspects of Green Street policies, programs, and daily operations.

Green Street: those portions of Lot 1 of the Lee’s Summit Downtown Market Plaza Plat which includes the Farmers Market structure, the adjacent lawn and canopy, and all accessories and appurtenances needed to operate these structures.

Green Street Rental Policies and Procedures: the City approved policy and procedure that governs rental operations at Green Street, which may change from time to time.

Green Street Rental Application: the City approved Green Street rental application, which may change from time to time.

Green Street Use Request Form: the City approved Use Request form, which may change from time to time.

Green Street Rate Structure: As set forth in Chapter 26, Article 6 (Delegation of Authority to City Staff to Manage and Operate Green Street), the City Manager is authorized to establish and publish the Green Street Rental Fees that shall guide the rates charged for rental agreements.

Changes to the Green Street Rental Fees may be made from time to time, and such changes shall be published and made available to the public at least two weeks prior to taking effect. The Green Street Rental Fees shall be commercially reasonable and shall be at fair market value, based on the best available data for such rental rates for the use of Green Street facilities.

Green Street Rule(s): The City approved rules for Green Street, which may be changed from time to time.

SECTION 1: RENTAL OR USE OF GREEN STREET DEFINED

A. In general. For the consideration referenced herein, the City agrees to provide to the District rental or use of Green Street, in accordance with Green Street Rental Policies and Procedures, Rental Application, Use Request Form, Rate Structure, and other terms as determined by the City Manager or those with delegated authority. Upon request to use Green Street by the District, the City Facilities and Events Manager shall consult the Green Street schedule to determine available time and space and if use by the District during such time is in the best interest of Green Street. The City Facilities and Events Manager shall provide approval or denial of any request for use of Green Street by the District in writing to the District's representative. The City Facilities and Events Manager shall have sole and final discretion in approving requested rentals or use throughout the Term of this Agreement.

B. Rental Agreement and Rates. The District shall complete a Rental Application at the time of request for each incidence of rental of Green Street. The District and City shall sign a rental agreement for Green Street for each event. The City shall base the rental fee for each rental agreement on the current Green Street rate structure at the time of each rental agreement.

C. Use Agreement. There may be instances where the District may use Green Street without a fee. These instances will be determined on a case-by-case basis and through the negotiation of both Parties. The District and City shall sign a use agreement outlining the responsibilities of both parties for each instance of the use of Green Street without a fee.

SECTION 2: TERM AND RENEWAL

A. Term. The term of this Agreement shall be for a period of one (1) year from the date first written above.

B. Renewal. This Agreement shall automatically renew unless either party provides notice of termination at least 90 days prior to the end of the then current term. The Initial Term and any renewals thereof shall be the "Term." Each renewal term shall be on all the same terms and conditions as the Initial term except for any new or additional terms as negotiated, agreed upon, and documented in writing by both parties. If both parties have agreed to new additional terms, those terms shall be effective and memorialized by amendment to the Agreement upon the effective date of the renewal term. The City and the District may execute and deliver any supplement to this Agreement that requests evidence that the renewal term has become effective.

SECTION 3: DEFAULT

A. Instance of Default. Each of the following shall constitute a “Default” under this Agreement, which shall be deemed an Event of Default.

1. Failure of either party to perform, keep or fulfill any of the material covenants, undertakings, obligations, or conditions set forth in this Agreement, and;
2. The continuance of such default for a period of thirty (30) days after the defaulting Party’s receipt of written notice from the non-defaulting Party of such failure.

B. Event of Default. Upon the occurrence of any Default by either Party, said Default shall be deemed an “Event of Default” under this Agreement if the defaulting Party fails to cure the Default within thirty (30) days after receipt of written notice from the non-defaulting Party demanding such cure, or, if the Default is such that it cannot reasonably be cured within said thirty (30) day period of time, if the defaulting Party fails to commence the cure of such Default within said thirty (30) day period of time or thereafter fails to diligently pursue such efforts to completion.

C. Remedies. Upon the occurrence of an Event of Default, Termination procedures as defined in Section 3(E) shall be followed.

D. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party’s right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

E. Termination. Either party may elect to terminate this Agreement prior to the natural expiration of the Term by providing written notice to the other party not less than ninety (90) days prior to the intended date of termination.

SECTION 4: SECURITY

A. Green Street Security: The City will be the sole provider of security services for Green Street. Security services will be available during the District’s use of Green Street on an as needed basis. Security Services will be outside of the scope of the District’s obligations and will be managed and operated by the City. The District shall notify the City of any security concerns as they arise.

B. Upon determination by the City that an event will require additional security, the City shall notify the District thirty (30) days prior to the event and provide sufficient information to explain the level and scope of additional security, required additional security measures, and additional costs. Costs for additional event security will be the responsibility of the District.

SECTION 5: INSURANCE AND INDEMNIFICATION

A. On Site Liability. The District will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. The City does not provide onsite emergency medical care or any vehicle for emergency medical transportation. It is also understood that the City and its insurers do not provide any liability, life, accident, health or workers' compensation coverage or other benefits or insurance of any kind to the District, its employees, agents, or participants.

B. Insurance. The District shall ensure an up-to-date certificate of insurance indicating coverage naming the City of Lee's Summit, Missouri as additional insured is provided to the City prior to the first rental under this Agreement. This coverage must provide a general aggregate liability of \$4,000,000 to cover all operations included herein, as well as worker's compensation liability with limits in accordance with applicable Missouri law. Such policies shall be written through a company duly authorized to transact that class of business in the State of Missouri. Additionally, the District shall provide a minimum of thirty (30) days prior written notice of any change or cancellation of any policy required to be maintained under this Agreement. The City and the District preserve all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in RSMo. §537.600 et seq. Any insurance purchased by the Parties hereto is not intended to act as a waiver, nor is it a waiver of any defense available to the Parties and their employees, elected or appointed officials, attorneys, agents, or other persons acting on their respective behalf by statute or at common law.

C. Indemnification. To the extent allowed by applicable law, the District agrees to indemnify, release, defend, become responsible for and forever hold harmless the City, its respective officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of resulting from any act, error, omission, or intentional act of the District or its agents, employees, or subcontractors, arising out of or in any way connected with the operations and activities expressly authorized herein, including the use by the District or its agents, employees, invitees, guests or users, of Green Street for the Term of this Agreement. Notwithstanding the foregoing, the District's agreement to indemnify the City shall not extend to claims or damages caused by the negligence of the City.

SECTION 6: DAMAGES TO PROPERTY, ACTIVITY SUPERVISION AND ALTERATION OF PROPERTY

A. Damages to Property. The District shall be responsible for payment of the cost of replacement or repair to any City property damaged through the negligence of or the actions or omissions of

the District, its agents, invitees, guests, employees, or participants during the use of Green Street in connection with this Agreement.

B. Activity Supervision. The District is responsible for supervision of all the District activities performed on the City property and shall take all necessary steps to prevent any act or action that might violate any Green Street Rule, City Ordinance, or State or Federal law.

C. Altering of Property. The District is not allowed to alter the Green Street property in any way without the express written consent of the City Representative.

SECTION 7: NOTICE

Any notice, demand, or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally.

To the District:

Superintendent
Lee's Summit R-7 School District.
301 N.E. Tudor Road
Lee's Summit, Missouri 64086

To the City:

City Manager
City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063

With copies to:

W. Joseph Hatley
Spencer Fane LLP
1000 Walnut, Suite 1400
Kansas City, Missouri 64106

With copies to:

City Attorney
City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063

SECTION 8: MISCELLANEOUS

A. Assignment of Agreement. The District shall not transfer, lease, or permit any assignment or lien to exist or in any other manner, dispose of the Districts rights in this Agreement without the prior written consent of the City, such consents not to be unreasonably withheld. The District may not subcontract or assign any of the obligations under this Agreement without first obtaining the written approval of the City.

B. Force Majeure. Either Party may be excused for the period of any delay in performance of any obligation under this agreement caused by forces outside of either party's control, such as, but not limited to, labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, governmental regulations or controls, fire or other casualty, disastrous weather events, or Acts of God.

C. Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri.

D. Severability. In the event any section, term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid section, term or provision is such that a court reasonably would find that the parties, or either of them, would not have entered the Agreement without such term or provision, or would not have intended the remainder of the Agreement to be enforced without such term or provision.

E. Headings. Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

F. Negotiation of Agreement. The City and the District are governmental entities, each having been represented and advised by competent counsel, and each has fully participated in the negotiation and drafting of this Agreement and has had ample opportunity to review and comment on all previous drafts. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

G. Entire Agreement: This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of the City and the District.

H. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Mark Dunning, City Manager

ATTEST:

Trisha Fowler Arcuri
City Clerk

Approved as to form:

Erin Kelly
Staff Attorney

Lee's Summit R-7 School District
A Missouri Public Education Institution

By: _____
[NAME], [TITLE]

END OF DOCUMENT