



INTERGOVERNMENTAL AGREEMENT FOR AQUATICS FACILITY USAGE

THIS INTERGOVERNMENTAL AGREEMENT FOR AQUATICS FACILITY USAGE, (hereinafter "**Agreement**") is entered into this _____ day of _____, 2021, by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri Constitutional Charter City, BY AND THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD (hereinafter "LSPR") and THE LEE'S SUMMIT REORGANIZED SCHOOL DISTRICT NO. 7, a Missouri public education institution (hereinafter "LSR-7".) WITNESSETH:

WHEREAS, LSPR is the owner of certain recreational amenities in Lee's Summit, Missouri, including, specifically, the aquatics facilities at Longview Community Center (hereinafter "Longview Aquatics Facility"); and,

WHEREAS, LSPR allows for the rental and use of the Longview Aquatics Facility by entities and groups subject to various terms and conditions; and,

WHEREAS, LSR-7 has requested permission to use the Longview Aquatics Facility for a limited time for the purpose of holding swim practices and exercises; and,

WHEREAS, LSR-7 and LSPR have negotiated various terms and conditions associated with LSR-7's use of the Longview Aquatics Facility, have reduced them to writing 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 LSPR and LSR-7 as follows:

- 1. Scope of Use:** For the consideration referenced herein, LSPR agrees to provide to LSR-7 for its' exclusive use, lap lanes at the Longview Aquatics Facility for the purpose of conducting swim team practice according to a schedule which will be established through coordination between LSPR and LSR-7 in accordance with the following process: LSR-7's representative shall submit requested dates and times in writing to the Aquatics Manager. The Aquatics Manager shall consult the Longview Aquatics Facility schedule to determine whether available time and space exists, and shall provide the availability to the Administrator of Parks and Recreation for consideration. The Administrator shall provide approval or denial of the request to the Aquatics Manager, who shall communicate in writing said determination to LSR-7's representative. The Administrator of Parks and Recreation shall have sole and final discretion in approving additional requested rentals throughout the Term of this Agreement.
- 2. Rental Rates:** For all lap lane rentals contemplated under this Agreement, including additional dates and times as may be approved, LSPR shall bill LSR-7 the total amount of \$18.00 per lane, per hour. LSPR shall provide invoices for rented lanes on a monthly basis, with net 30 payment terms.
- 3. Term and Termination.** The term of this Agreement shall be for a period of one (1) year from the date first written above.

Notwithstanding the foregoing, either party may elect to terminate this Agreement prior to the natural expiration of the same by providing written notice to the other party not less than ninety (90) days prior to the intended date of termination.

- 4. Damages.** LSR-7 shall be responsible for payment of the cost of replacement or repair to any LSPR property damaged through the negligence of or the act or actions of LSR-7, its agents, invitees, guests, employees, or participants during the use of the Longview Aquatics Facility in connection with this Agreement.
- 5. Liability.** LSR-7 will be solely responsible for providing any participant safety, supervision or first aid supplies that it deems necessary. LSPR does not provide on-site emergency medical care or any vehicle for emergency medical transportation. It is also understood that LSPR and its insurers do not provide any liability, life, accident, health or workers' compensation coverage or other benefits or insurance of any kind to LSR-7, its employees, agents or participants.



To the extent allowed by applicable law, LSR-7 agrees to indemnify, release, defend, become responsible for and forever hold harmless LSPR, 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 LSR-7 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 LSR-7 or its agents, employees, invitees, guests or users, of the Longview Aquatics Facility for the Term of this Agreement.

Further, LSR-7 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 LSPR prior to the first rental under this Agreement. This coverage must provide a general aggregate liability of \$2,000,000 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, LSR-7 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. LSPR and LSR-7 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.

- 6. **Activity Supervision.** LSR-7 is responsible for supervision of all LSR-7 activities performed on LSPR property and shall take all necessary steps to prevent any act or action that might violate any Park Rule, City Ordinance, or State or Federal law.
- 7. **Altering of Property.** LSR-7 is not allowed to alter LSPR property in any way without the express written consent of LSPR.
- 8. **Force Majeure.** In no event shall LSPR be responsible or liable for any failure or delay in the performance of any obligation hereunder arising out of or caused by, directly or indirectly, forces beyond its' control, including, without limitation, earthquake, tornado, fire, flood, pandemic, regulations or laws of any government agency, lock out, labor disturbances, other casualty due to storm or other act of God or similar occurrence or condition beyond the reasonable control of LSPR.
- 9. **Notices.** All notices hereunder shall be sent by electronic mail or regular U.S. Mail, postage prepaid, addressed as follows:

If to LSPR:

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

If to LSR-7:

- 10. **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 Agreement, LSR-7 shall refrain from direct participation or funding of any political



activity that does not support the purpose of this Agreement. Should LSR-7 participate in political activity, LSPR will determine whether such participation is a violation of this section.

11. **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 LSR-7 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.
12. **Governing Law; Jurisdiction.** 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.
13. **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 Agreement may be effected by placing them in written form and incorporating them into this Agreement as an Amendment.
14. **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.
15. **Severability.** In the event any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced, all other terms, provisions, and conditions of this Agreement shall nevertheless remain in full force and effect.
16. **Waiver.** Any waiver by LSPR or LSR-7 of any of the covenants, conditions, or agreements herein contained shall not be construed as a waiver of any subsequent breach or violation of this Agreement.
17. **Assignment.** This Agreement may not be assigned by either LSPR or LSR-7 without the prior, written consent of the non-assigning party.
18. **Entire Agreement.** This Agreement contains the entire agreement with respect to the matters herein described, and there are no terms, conditions, promises, understandings, or statements, express or implied, concerning the same. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon LSPR or LSR-7 unless reduced to writing and signed by both LSPR and LSR-7.
19. **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.

IN WITNESS WHEREOF, the parties hereunto set their hand(s) as of the date and year first written above.

LSR-7

Mayor William A. Baird



Title

Printed Name

Date

LSPR

Joseph D. Snook, CPRP

Administrator of Parks and Recreation

Title

Date

APPROVED AS TO FORM:

Brian W. Head, City Attorney