

**INTERGOVERNMENTAL AGREEMENT
PARKING AREA ENTRY USE AND IMPROVMENT**

THIS INTERGOVERNMENTAL AGREEMENT FOR PARKING AREA ENTRY USE AND IMPROVEMENT (hereinafter "**Agreement**") is entered into as of this _____ day of _____, 2019 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, the City of Lee's Summit is a constitutional charter City, organized and existing under the laws of the State of Missouri (hereinafter "**City**"); and,

WHEREAS, the Lee's Summit Parks and Recreation Board is empowered under the Charter of the City of Lee's Summit, Missouri, with the control of the supervision, improvement, care and custody of parks and recreation activities in the City of Lee's Summit, Missouri; and,

WHEREAS, LSPR owns property located at 3801 SW Longview Road, Lee's Summit, Missouri, commonly known as Longview Community Center; and,

WHEREAS, Jackson County leases property from the US Army Corps of Engineers, immediately adjacent to Longview Community Center to the west, which includes a parking lot that is connected to the west entrance and trash enclosure area for Longview Community Center, with the only access to the same being through the parking lot via SW County Park Road; and,

WHEREAS, in order to accommodate trash service needs for Longview Community Center, LSPR and Jackson County have negotiated certain terms and conditions which would allow for access across County leased property in favor of LSPR in exchange for certain improvements and maintenance obligations accruing to LSPR for the benefit of Jackson County, which have been established in response to the additional burden placed upon the area as a result of LSPR's use of the same; and,

WHEREAS, the terms and conditions associated with the accommodations as referenced herein, have been reduced to writing in this Agreement, and LSPR and Jackson County 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. **Grant of Access.** Jackson County shall permit Ingress and Egress in favor of LSPR, for access for trash services vehicles and other equipment and vehicles needed to reasonably access and serve the Longview Community Center, across the property in an area as noted on attached "Exhibit A" and incorporated herein by reference.
2. **Cost of Increased Improvements to be borne by LSPR.** A portion of Jackson County leased land, as depicted on Exhibit A will experience increased traffic and use by heavy equipment as a result of this Agreement. LSPR hereby agrees to compensate Jackson County for the cost of certain improvements to the Use Area. Specifically, LSPR agrees to provide a one-time payment which represents the increased cost for improvement of the southernmost entrance apron, as well as an area equally as wide as the entrance apron to the LSPR trash dumpster driveway and a 42'x30' section of pavement immediately adjacent to the LSPR trash dumpster driveway, all identified on

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Exhibit A. This shall include an increase in the depth of asphalt to be paved in the Use Area to a thickness of 6". LSPR and Jackson County shall share equally in the costs for Improvements, but in no case shall the total compensation to Jackson County from LSPR under this Section of the Agreement exceed TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00). The improvements contemplated under this Section shall be completed by July 2020, or upon such other date as mutually agreed upon in writing by the Administrator of Parks and Recreation for LSPR and the Director of Parks + Rec for Jackson County. No other improvements are authorized by this Agreement. The LSPR provided trash dumpster shall be placed adjacent to the Longview Community Center by LSPR, as depicted on Exhibit A.

3. **Ongoing Maintenance Costs.** As Jackson County identifies maintenance or improvement needs for the Use Area which are not specifically addressed in this Agreement for Ingress and Egress, LSPR agrees to participate in good faith discussions to identify what reasonable monetary contribution shall be assessed to LSPR for the same.
4. **Use Area Utilization.** Access across County leased area for heavy equipment access shall be primarily on weekdays, Monday through Friday, between the hours of 8:00 am and 4:00 pm. Jackson County shall retain the right to temporarily close Use Area for County special events, such as the County's annual Trip the Light bicycle event, and will notify LSPR no less than thirty (30) days prior to any temporary closure. In no event will the temporary closure of the Use Area exceed seventy two (72) hours.
5. **Other Consideration.** As additional consideration for this Agreement, LSPR agrees to allow Jackson County, free of charge, utilization of a maximum of 350 spaces in LSPR's parking area on the west side of the Longview Community Center to be used as public/participant parking for Jackson County's annual Trip the Light bicycle event to be hosted on the Sunday before Thanksgiving, between the hours of 5:00 pm and 10:00 pm. Jackson County will provide notice to LSPR of the planned event date a minimum of sixty (60) days prior to the event. Further, Jackson County shall not permit alcoholic drinks to be sold or provided on LSPR property under any circumstances, and shall further ensure there are sufficient staff/volunteers to coordinate parking for the event and ensure that participants only park in areas identified pursuant to this Agreement. LSPR agrees to mark the areas of parking which shall remain open for use by patrons of Longview Community Center.
6. **Term and Termination.** The Initial Term of this Agreement shall be for a period of ten (10) years from the date of execution. Thereafter, this Agreement may be extended by mutual written agreement of the parties for successive one (1) year periods unless and until terminated in writing no less than ninety (90) days prior to its' natural expiration. Non-appropriation of funds by either LSPR or Jackson County shall not be considered a violation or default of this Agreement. In the event that LSPR does not appropriate funds as required herein, Jackson County shall be entitled to terminate this Agreement at its' discretion.
7. **Insurance.** Jackson County and LSPR shall each furnish evidence that it is self-insured or has procured insurance pursuant to any statute adopted by the General Assembly of Missouri authorizing same, including, but not limited to, the following: Section 71.185, Section 105.711, Section 105.721, Section 105.1070, Section 162.013, Section 537.610 and/or Section 537.620.

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- 8. Indemnification.** Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its trustees, officers, agents, or employees. Neither party is obligated to indemnify the other party or to hold harmless the other party from costs or expenses incurred as a result of such claims. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to the parties under applicable state governmental immunities law and each party shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo. Rev. Stat. § 537.600, et seq.
- 9. 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.
- 10. Compliance with the Law.** LSPR and Jackson County shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
- 11. 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.
- 12. 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:
- | | |
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| If to LSPR: | If to Jackson County: |
| Administrator of Parks and Recreation
220 SE Green Street
Lee's Summit, Missouri 64063 | Director of Parks + Rec
22807 Woods Chapel Road
Blue Springs, MO 64015 |
- 13. 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.
- 14. 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.
- 15. 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.

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- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.

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

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JACKSON COUNTY, MISSOURI

By: _____

Title: _____

Approved as to Form:

By: _____

Title: _____