

MEMORANDUM OF UNDERSTANDING

Between the LONGVIEW HORSE PARK Association and JACKSON COUNTY PARKS + REC

This MEMORANDUM OF UNDERSTANDING is made and entered into this 12th day of April, 2022, by and between JACKSON COUNTY, MISSOURI, (County), through its Parks + Rec Department, and the Longview Horse Park Association, Inc. (Association), a Missouri not-for-profit corporation.

WHEREAS, the County has under its control various lands belonging to the US Army Corps of Engineers, under lease to the County, including park land known as the Longview Horse Park (Premises); where the parties agree to cooperate in the programing, operation, maintenance, and improvement of the Premises; and;

WHEREAS, the County and the Longview Horse Park Association previously entered into a cooperative agreement on January 1, 2017; and

WHEREAS, the County and the Association wish to renew this previous agreement and continue to work together through this new Memorandum for mutual public benefit for the programing, operation, maintenance, and improvement (Work) at the Premises described herein; and

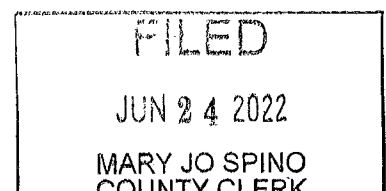
WHEREAS, the Director of Jackson County Parks + Rec is authorized and empowered by the County to execute Memorandums of Understanding (Agreement) on behalf of the County;

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

Sec. 1. Association Rights and Responsibilities. Association shall be authorized to enter onto the Premises and shall perform the following duties and activities:

A. Programming and Special Events.

1. Association shall be permitted to conduct equestrian events at the Premises. Association shall apply for and receive a *Special Use Permit* from the County for any event requesting exclusive use for any portion of the Premises. Association shall follow the guidelines set forth by the Parks + Rec Department for each special event.
2. Association may secure sponsors for special events at Premises. Sponsors shall be permitted to display appropriate advertising at Premises during special events. All advertising shall be removed at conclusion of each special event. Association shall not display any other signage or advertising on the Premises without express written permission of County.
3. Association may, with concurrence from County, cancel, postpone, delay, or terminate any scheduled user program or activity on the Premises in the event of severe weather, or other conditions in which the scheduled activity is reasonably likely to damage the Premises, trails or improvements.



4. Association shall provide general support for equestrian events and programs permitted by County. Duties shall include, but are not limited to, the following.
 - i. Opening and securing the office building and cook shack during events, and assigning, and communicating lock code for doors.
 - ii. Managing the lighting system, including ensuring timely on/off for events approved by County for usage of the Show Arena lighting system.
 - iii. Event Facility Use Scheduling for Association Members – Association shall be responsible for submitting proposed show dates for member organizations utilizing Premises for County-approved events by December 31st for the following calendar year.
5. Association is responsible for notifying County 30-days in advance, in writing, of any special conditions or grounds preparation that may be needed for an event, e.g. the need for vegetation to be mowed higher or lower than normal. (County will evaluate each request and notify the Association if it is able to accommodate the special request.)
6. Association will sign up all volunteers working at the Premises with the Parks + Rec associate overseeing the volunteer program, and make sure all volunteer hours are reported, so that any injuries sustained by volunteers are eligible to be covered by liability insurance provided through the County's standard volunteer program.

B. Maintenance and Operations.

1. All areas managed by or under the control of the Association will be kept neat, clean and safe for participants and spectators.
 - i. All show and warm up arena surfaces shall be maintained by the Association. Association shall keep all surface areas free of ruts, holes, or depressions.
 - ii. All competition area features, including horse jumps and water hazards, shall be maintained by the Association. Association shall place and relocate all competition features as may be needed for each event; place and recover any signage/flagging/decoration on or around any feature, string trim (weed eat) vegetation around features, and maintain surface area around features, including repair of ruts, holes, or depressions.
 - iii. Cook shack and office building cleaning shall be the sole responsibility of the Association. Association shall assist County with extra cleaning and restocking of paper products in bathrooms during events, as may be needed.
 - iv. Association is responsible for any custom vegetation maintenance (e.g. mowing height) on trails/courses utilized for events on the Premises.
 - v. Association will assist County with beautification of the grounds as Association is able to contribute, including maintenance, tree planting, or other special projects to improve the appearance of the Premises.
 - vi. Should Association need assistance from County for any special or additional cleaning or maintenance, Association must request such assistance at least 30-days in advance.
2. Association will not utilize herbicides or other chemicals without prior written approval from the Parks + Rec Director. All chemicals, paints and flammable liquids utilized by the Association that are kept on site, must be stored in marked cabinets that meet USACE standards for the storage of such materials.
3. Association will train, supervise and insure, and is solely responsible for, the contractors, employees and volunteers utilized on the Premises. Association will comply with all federal, state and local requirements in connection with the performance of the Agreement, including the provisions of the Federal Occupational Safety and Health Act of 1970 ("OSHA") and to the rules and regulations promulgated pursuant to this Act.
4. Association acknowledges that all maintenance to be performed by the County under this Agreement is subject to budget, appropriation and ground and weather conditions.

- i. Association acknowledges that County mowing around competition area features, including jumps and hazards, will be done within a reasonable distance of the feature (e.g. within 12"), to avoid the potential for mower damage.
5. Association shall monitor Premises and report any needed repair or maintenance concern to County staff immediately, including the Longview Park Operations Supervisor (816.985.7404), Registration Office (816.503.4807).
 - i. For immediate safety concerns Association shall notify Park Ranger Dispatch (816.503.4890); for emergency response Association shall notify 911.
6. Any County equipment that is utilized by the Association will only be operated by registered employees or volunteers of the Association, with such list provided to County as a part of the Association's Annual Report. Any changes to the list during the year must be submitted in writing. Association shall ensure that all Equipment Operators are properly trained and qualified and will follow the County's Standard Operating Procedures for the equipment. County will provide a copy on each instance for the Operator.

C. Capital Improvements.

1. Association may, at its sole expense, design and construct infrastructure improvements for recreational use by the public. Improvements may include new facilities such as buildings, barns, shelters, bridges, decks, fences, bleachers, and jumps or other competition area components, etc...
2. Prior to construction, Association shall provide to County a Design and Plan of Work, to the Director of Parks + Rec, describing and outlining all proposed improvements, for the Director's review and approval following the terms and conditions set forth in **Attachment B**. No Work may proceed until plans have been approved by the Director, in writing.
 - i. Upon completion of Work, Association shall maintain all improvements, unless otherwise agreed to by the County, in writing by both parties.
 - ii. Upon completion of Work, all improvements shall become property of the County, unless otherwise agreed to in writing by both parties.
 - iii. The requirements of Paragraph C-2 shall not apply to small projects that do not involve infrastructure construction or modifications, such as the placement of park benches, or other small volunteer or scout projects.

D. Annual Operations Report.

1. By January 31st of each year, Association shall provide a written Annual Operations Report to County summarizing activities on the Premises for the previous year, including the following.
 - i. Programs/events offered, and total public participation at all programs and events;
 - ii. Summary of all maintenance activities performed; summary of all chemicals applied during the year, and anticipated to be used during the coming year, including chemicals for vegetation control;
 - iii. Summary of all volunteer projects and capital improvements completed, including costs, date of completion, and description of the project/improvement; summary of future anticipated programs and projects Association plans to offer/complete for the coming year;
 - iv. Roster of all paid staff and volunteers employed by the Association, with their position titles and hours generally worked per week;
 - v. Total volunteer service hours performed during the year, and type of work completed by volunteers.

Sec. 2. County Rights and Responsibilities. County shall perform the following duties and services, subject to annual budget and appropriation.

A. Programming and Special Events.

1. The County will schedule all equestrian events and other programs at the horse park for a user fee to be collected by or turned over to the County, in accordance to Schedule 1, Chapter 50, Jackson County Code, 1984, related to park fees and charges. Preference and priority will be given to horse-related events. County shall notify Association at least fourteen (14) days in advance of any events for which a permit is issued by the County to any third party for the use of the equestrian facilities or trails or improvements upon the Premises.
2. County reserves the right to access any portion of the Premises and address any issue that requires immediate attention, in the sole discretion of the County, without advance notification to Association.
3. County may cancel, postpone, delay, or terminate any scheduled user program or activity on the Premises in the event of a health-related emergency, or in case of severe weather, or other conditions in which the scheduled activity is reasonably likely to damage the Premises, trails or improvements.

B. Maintenance and Operations.

1. County shall be responsible for repairs to buildings and structures, excluding competition area features which are the responsibility of the Association. Examples for County responsibility include roofing and mechanical systems.
 - i. Bathrooms on Premises will be cleaned by County once on the day before events, and once each day during events. This includes stocking facilities with paper towels and toilet paper. Spare towels and toilet paper shall be stored in the office building for Association to use to restock during events as may be needed.
 - ii. County shall engage contractor to service and pump out septic on a regular basis during the season.
 - iii. County shall provide two portable toilets during the event season to supplement the flush toilet facilities. Any additional portable toilet units shall be provided and paid for by the Association.
 - iv. County shall provide for pest control services for cook shack, office building, and bathrooms.

County shall not be fiscally responsible for repairs needed due to non-County vehicle/personnel damage or misuse of facilities by attendees, vendors or show organizers. County will be reimbursed for all costs by those responsible for the damage. Association will make every effort to assist County in reimbursement of expenses.

2. County shall be responsible for basic grounds maintenance, including mowing.
 - i. Main event area mowing will be done to maintain 6" cut or less, subject to weather and ground conditions.
 - ii. Cross Country Course area mowing will be done to maintain 9" cut or less, subject to weather and ground conditions. The Association will string-trim vegetation around competition area features, such as jumps and water hazards.
 - iii. Carriage Course trails, as noted on Attachment A, will be mowed twice per season. Association is responsible for any custom mowing prior to an event requiring the Carriage trails.
 - iv. County will prune and remove major tree limbs and trees as necessary.
 - v. Trash containers will be emptied once daily, if needed. Anything left behind that is deemed hazardous waste, e.g. tires, oil, unmarked containers, will be disposed of at the expense of the Association.
3. County shall maintain roads and parking areas.

4. County shall be responsible for prepping horse stalls prior to events, cleaning out horse stalls following special events, and disposing of contents in the muck bin locations.
5. County shall provide and install signage on Premises. Any signage provided by Association must be reviewed and approved by County, prior to installation by Association.
6. County shall fill water jump hazards, between 6" and 8", per executed event agreements.
7. County shall provide and pay for reasonable utility services, including water, electric, and propane services.
8. Through its Park Ranger Division, County shall provide for routine security patrols of the Premises and respond to requests for park safety services as needed.

C. Capital Improvements.

County may, subject to budget and appropriation, design and construct new improvements for recreational use by the public on the Premises. County agrees to consult with Association for their input on any new improvements proposed by County.

Sec. 3. Title. Title to the Premises shall at all times remain with the US Army Corps of Engineers. This Agreement conveys no property rights, grants no exclusive license, and in no way restricts the general public's privilege of using the Premises.

Sec. 4. Term. Unless terminated by either party in conformity with the termination provisions contained herein, the term of this Agreement shall be five (5) years.

Sec. 5. Modification and Termination.

- A. This Agreement may be extended, modified or amended with the written consent of both parties. Verbal representations and extra-contractual writings shall not be construed or relied upon as modifications, amendments or waivers of any term of this Agreement.
- B. This Agreement may be terminated with a 90-day written notice by either party. In the event Association terminates this Agreement, Association agrees to remove any personal property from the Premises, unless such removal requirement is waived in writing by the County.

Sec. 6. Indemnification. Association agrees to indemnify and hold harmless County from any and all damage, loss, or liability of any kind whatsoever, occasioned by or because of any act or omission, negligence, or wrongdoing of Association or any of its agents, representatives, assignees, or employees in the execution of this Agreement, and Association, at its own cost and expense, will defend and protect County against any and all such claims and demands.

Sec. 7. Insurance. Association shall procure and maintain in effect throughout the duration of this Agreement general liability insurance for any events with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate (both general and products-completed operations), written on an "occurrence" basis, for any claims, damages liability, losses, costs and expenses, court costs and reasonable attorney fees incurred by the County for enforcement of this section and for any accidents, injuries, including death, damage to property, or other claims arising as a result of or in connection with the performance by Association and its volunteers, employees, agents

or subcontractors, under this Agreement. Jackson County, Missouri shall be named as additional insured under such policy.

Regardless of any approval by County, it is the responsibility of Association to see the required insurance coverage is in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Association failure to assure the required insurance in effect, County may order Association to immediately stop all activities.

Sec. 8. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, electronically, or facsimile to the following. All notices mailed by regular U.S. mail are effective three (3) days after mailing.

JACKSON COUNTY PARKS+REC

C/O: Director of Parks+Rec
22807 Woods Chapel Road
Blue Springs, Missouri 64015
(816) 503-4800 Fax (816) 795-1234

Longview Horse Park Association

C/O President or TBD

Sec. 9. Assignability or Subcontracting. Association shall not subcontract, assign or transfer any part or all of Associations' obligations under this Agreement without County's prior written approval. If Association shall subcontract, assign, or transfer any part of Association's interests or obligations under this Agreement without the prior written approval of County, it shall constitute a material breach of this Agreement.

Sec. 10. Independent Contractor. Association is an independent contractor with respect to all services performed under this Agreement. Association accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by Association on work performed under the terms of this Agreement. Association shall defend, indemnify and save harmless County from any claims or liability for such contributions or taxes. Nothing contained in this Agreement or any act of County, or Association, shall be deemed or construed to create any third-party beneficiary or principal and agent relationship with County. Association is not County's agent and Association has no authority to take any action or execute any documents on behalf of County.

Sec. 11. Meetings. The Association shall hold quarterly board meetings and agrees to notify the **Director of Parks + Rec**, or their designated representative, of these regular meetings. The County will have a representative present at such meetings subject to scheduling and availability. All members of the Association, the general public, and community equestrian enthusiasts are welcome at these meetings.

Sec. 12. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action in regard to the Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within Jackson County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 13. Compliance with Laws. Association shall comply with all federal, state and local laws, ordinances and regulations, including Missouri Prevailing Wage laws, applicable to the Work. Association shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of obligations under this Agreement. All references to "Code" shall mean County's Code of Ordinances, including any amendments thereto or recodification thereof.

Sec. 14. Waiver. Waiver of any provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, or of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

Sec. 15. Rights and Remedies Cumulative and Not Exclusive. All rights and remedies granted to County herein and any other rights and remedies which County may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that County may have exercised any remedy without terminating this Agreement shall not impair County's rights thereafter to terminate or to exercise any other remedy herein granted or to which County may be otherwise entitled.

Sec. 16. Merger. This Agreement, including any referenced Attachments, constitutes the entire agreement between County and Association with respect to this subject matter, and supersedes all prior agreements between County and Association, including Agreements entered into when Association was known by other names, with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Agreement.

Sec. 17. Severability of Provisions. Except as specifically provided herein, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 18. Representations and Warranties. County and Association each certify that it has the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

Sec. 19. Condition Precedent. This Agreement shall be subject to all of the terms and conditions of the Lease DACW41-1-85-280, between the United States of America and Jackson County. This Agreement may be terminated by the County without notice if the terms and conditions of the Lease are not followed by the Association.

IN WITNESS WHEREOF, the parties, by their authorized representatives, have caused this Agreement to be executed as of the date first written above.

Longview Horse Park Association

Jackson County

Amelia Wendel, LVHPA Board President

Signature, President

Michele Newman

Michele Newman, Director, Jackson County Parks
+ Rec

Amelia Wendel

Printed Name

Date: 4-20-22

Date: 4-12-2022

ATTEST:

I certify that I am authorized to execute this
Memorandum of Understanding on behalf of
Association.

APPROVED AS TO FORM

Jay D. Hadler
County Counselor

ATTEST:

Mary Spine
Clerk of the County Legislature

ATTACHMENT B

SCOPE OF DUTIES AND SERVICES TO BE PROVIDED BY Association For Any Proposed CAPITAL IMPROVEMENTS to PREMISIS

1. **Design/Work Plan.** Prior to construction, Association shall provide to County a Design and Plan of Work, to the Director of Parks + Rec, describing and outlining all proposed improvements, for the Director's review and approval. The Design and Work Plan shall:
 - A. Show all components and materials for construction of any new improvements such as buildings, barns, shelters, bridges, decking, fencing, jumps, bleachers, etc...
 - B. Comply with applicable local construction codes.
 - C. Minimize impact on natural areas to the extent feasible, and utilize best management practices to minimize tree removal, control storm water flow, and prevent erosion.
 - D. Provide a Missouri Professional Engineers signed and sealed drawings for any structural components.
 - E. For any projects proposed to utilize a combination of paid prevailing wage contractors and volunteer labor, provide a list of all volunteer workman proposed to be engaged in the construction of all improvements and the specific tasks they will perform. Any volunteer work shall be documented in accordance with the Missouri Prevailing Wage law, sections 290.210 et seq., RSMo.
 - F. For construction services to be performed by paid contractors or employees, provide a list of all workers and the specific tasks they perform. All paid contractors shall be compensated per Missouri Prevailing Wage laws and Jackson County Code Chapters 10 and 19 to the extent required under the law.
 - G. Provide an estimated anticipated schedule for all construction activities including when work will commence, when work will take place on Premises, and anticipated completion date(s).
 - H. Provide an estimated cost for all Work and funding source for implementation.
 - I. Association shall not commence any work on project until Design and Work Plan is approved in writing by County.
2. **Construction.**
 - A. Using paid contractors and/or Association's volunteers, Association will construct the improvements in conformity with the Design and Work Plan as approved by the County.
 - B. Association will provide all labor, tools, and materials necessary for the construction of related improvements, temporary signage and safety features, except as otherwise stated in this Agreement. Association is expressly authorized to employ volunteer labor on projects when such qualified volunteers are available to Association.
 - C. Association will train, supervise and insure, and is solely responsible for the contractors, employees and/or volunteers utilized and their safety. Association will comply with all federal, state and local safety requirements in connection with the performance of the Agreement, including the provisions of the Federal Occupational Safety and Health Act of 1970 ("OSHA") and to the rules and regulations promulgated pursuant to this Act. All work conducted by and for Association shall be entirely at Association's own risk. Volunteer hours shall be reported to County.
 - D. In the event excavation is conducted in connection with improvements, Association assumes the risk associated therewith, and will take all reasonable and necessary safety precautions, including but not limited to installation of protective coverings on or fencing around open and

unattended excavations. Coverings shall be sufficient to sustain the weight of any persons and/or objects placed upon them, fixed to the ground so they cannot be moved, have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury, and be accompanied by advance warning devices as necessary. Fencing around open excavations shall be installed such that it surrounds the entire area under excavation so as to prevent entry by any persons, be a minimum of 42" in height and be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary. All excavations shall be restored to the level of the adjacent surfaces as soon as practicable. No excavations may be made in, upon, under, through or adjoining any area other than the Premises identified in Attachment A.

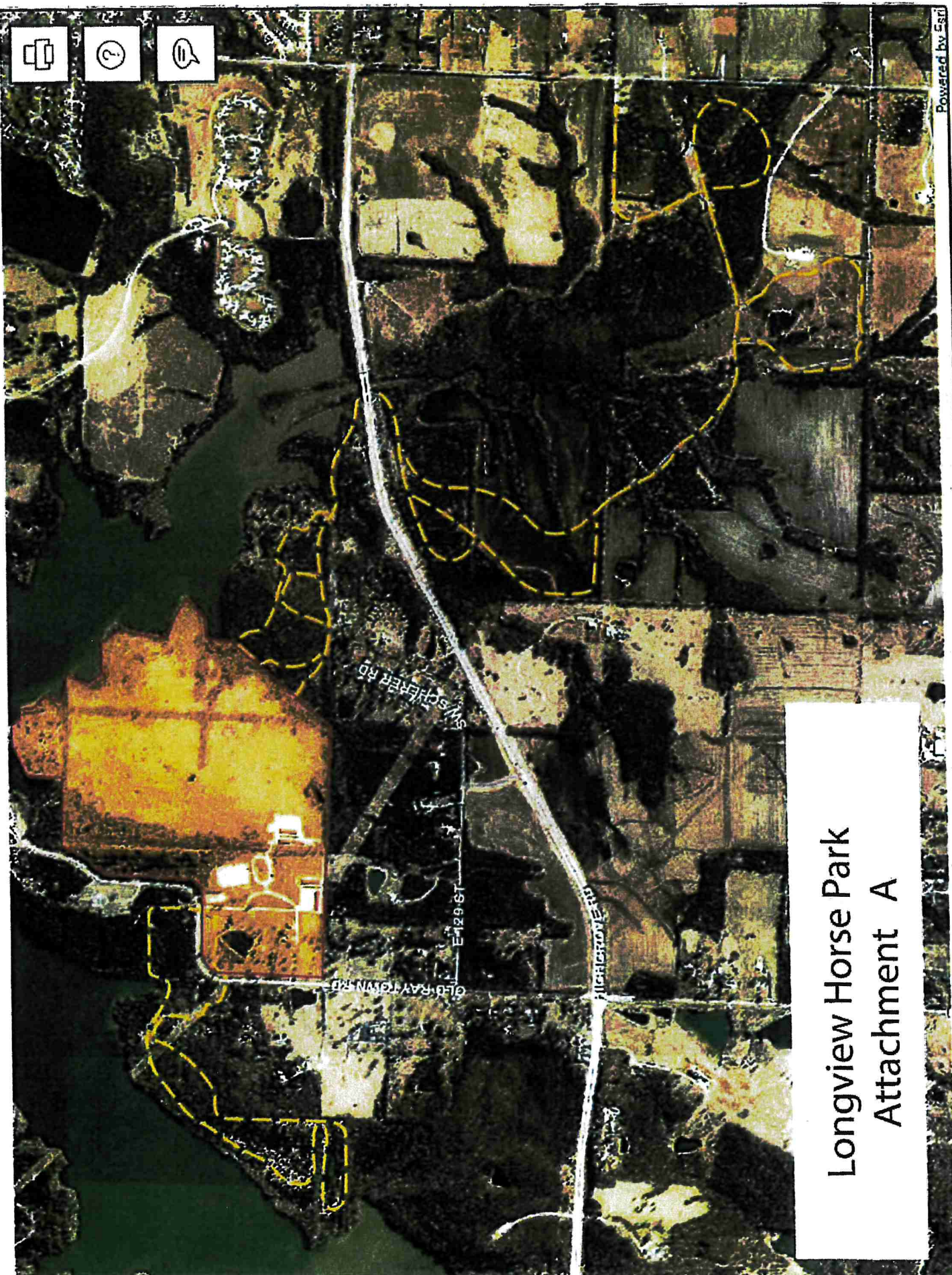
- E. Association shall be responsible for and in charge of the site and the installation of the Work thereon from the time work on the site commences until final approval by County. If installation requires, Association shall notify all utilities, municipal departments, adjacent property management, and others affected by their operations and shall properly coordinate and expedite their work in such a manner as to cause the least amount of conflict and interference between their operation and those of any other contractor or agency. Notification shall be made sufficiently ahead of time to provide proper rerouting of traffic and erecting of signs before the work is to begin. Any and all damages or claims resulting from the improper or insufficient notification of the affected utility agency and others shall be the responsibility of Association.

3. Inspection of Installation and Materials.

- A. During installation of the Work, the County shall have the right to inspect the Work thereon to determine whether or not the Work is being installed in accordance with the County approved plans and policies. If, at any time during the progress of such installation, it is determined that such improvements are not being installed in accordance with the County approved plans, upon receipt of written notice thereof from County, Association shall make such alterations as may be required to cause such improvements to conform to the specifications.
- B. All material of whatever nature, required in the performance of the Work embraced in this Agreement, shall be furnished by Association and shall be subject to the inspection and/or test by County or its authorized representative before being placed in the Work. All rejected or unsuitable materials shall be removed at once from the site of the Work.
- C. As soon as practical after completion, the entire work will be examined thoroughly by the County. Association will be notified when the examination is to be made so that a representative may be present. If the inspection reveals any defective or unsatisfactory work, it shall be remedied by Association as County may require before final acceptance. The cost of all such repairs and replacements shall be borne by Association.

4. Capital Maintenance.

Following completion of construction, Association, unless otherwise agreed to in writing by County, shall maintain all improvements, including removing litter, trash, limbs, and other obstructions from improved areas. Association maintenance shall also include regular inspection, repair and replacement of infrastructure components as needed for the continuous and safe enjoyment of patrons.



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Longview Horse Park Attachment A