

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an agreement with the Independence Chamber of Commerce for use of the County's parking lots and property located in and around the Independence Square, for the Santa-Cali-Gon Days Festival, at no cost to the County.

RESOLUTION NO. 19951, August 13, 2018

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Independence Chamber of Commerce has requested the use of the County's parking lots located at Kansas and Osage for the Santa-Cali-Gon Days Festival to be held Monday August 27, 2018 through Wednesday September 5, 2018, on the historic Independence Square; and,

WHEREAS, the Director of Public Works recommends the approval of this request, with specific contingencies including a certificate of liability insurance and restoration of the parking lots and grounds surrounding the Historic Truman Courthouse to their original condition (free of debris and in good repair) no later than 7:00 a.m. on the first business day following the event; and,

WHEREAS, this approval is in the best interest of the health, safety and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the request of the Independence Chamber of Commerce be and hereby is approved and that the County Executive is hereby authorized to execute the attached agreement with the Independence Chamber of Commerce.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No.19951 of August 13, 2018, was duly passed on August 13, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

8/13/18
Date


Mary Jo Spino, Clerk of Legislature



July 20, 2018

Merriam Hennosey

On behalf of the Independence Chamber of Commerce, I am requesting use of the County parking lot located on Osage, between Kansas and Walnut in Independence, during the 2018 SantaCaliGon Days Festival. As in the past, the property will be used for the carnival that operates during the festival.

We request use of the lot starting Monday, August 27, 2018 through Wednesday, September 5, 2018.

The Chamber also requests to use the Historic Truman Courthouse and will return both the Courthouse and the parking lots to as-good-as condition before Monday, September 10, 2018

The Chamber will provide permission for County Associates to use the parking lots at the First Christian Church, located at 125 S. Pleasant, Independence, MO, and at the Masonic Temple located at 120 S. Pleasant, Independence, MO.

Thank you for your assistance and support in this matter,

Lois McDonald

SantaCaliGon

The Independence Chamber of Commerce

COOPERATIVE AGREEMENT

A COOPERATIVE AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and **THE INDEPENDENCE CHAMBER OF COMMERCE**, 210 West Truman Road, Independence, MO 64051, hereinafter referred to as "the Chamber."

WITNESSETH

WHEREAS, the Chamber desires to use the County's parking lots and Historic Truman Courthouse grounds for Santa-Cali-Gon Days; and,

WHEREAS, these events are open to all residents in the unincorporated areas of the County and those residents of the other cities in Jackson County, Missouri; and,

WHEREAS, the parties agree to be bound by the terms and conditions set forth in this Agreement; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Chamber respectively promise, covenant, and agree with each other as follows:

1. **Services.**

a. Chamber shall be entitled to use the County's parking lot located at Kansas and Osage Streets in Independence, Missouri from Monday, August 27, 2018, through Wednesday, September 5, 2018.

b. County Associates shall have permission to use the parking lots at the First Christian Church, located at 125 S. Pleasant, Independence, MO, and at the Masonic Temple, located at 120 S. Pleasant, Independence, MO, beginning at 6 p.m. Monday, August 27, 2018, through 6 p.m., Friday, August 31, 2018, and from 12:01 a.m. Tuesday,

September 4, 2018, to 6 p.m. on Wednesday, September 6, 2018.

c. During the week of August 27, 2018, representatives from the County and Chamber shall walk the parking lot and Historic Truman Courthouse grounds.

d. The Chamber agrees that no spike, rebar, stake or any other object will be hammered, pounded or driven into the asphalt surface on the county parking lot.

e. The Chamber agrees to power wash the Historic Truman Courthouse steps, sidewalks, and retaining walls, using an environmentally friendly de-greaser/soap detergent before Monday, September 10, 2018.

f. The Chamber agrees to return the parking lot and Historic Truman Courthouse grounds to the County in the as-good-as condition, as it existed before the event. Chamber shall be responsible for all clean-up and repair to parking lot and lawns as necessitated by their use. Repairs shall be approved by the County. Said repairs shall be completed no later than Monday, September 10, 2018.

2. **Payment.** The use of the parking lot shall be granted to the Chamber free of charge as the events are of use and benefit to the citizens of Jackson County, Missouri.

3. **Insurance.** Chamber agrees that it or its agent will maintain liability insurance at its expense. This Certificate of Liability Insurance is to be issued by an insurance company, licensed to do business in the State of Missouri and acceptable to County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage. Chamber shall provide proof of insurance prior to event.

4. **Term.** The term of this Agreement shall commence August 13, 2018, and continue through September 30, 2018.

5. **Default.** If Chamber shall default in the performance or observation of any term or

condition herein, the County shall give Chamber ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, the County may at its election terminate the contract. Said election shall not in any way limit the County's right to sue for breach of contract.

6. **Remedies for Breach.** Chamber agrees to faithfully observe and perform all of the term, provisions and requirements of this Agreement, and Chamber's failure to do so shall constitute a breach of this Agreement and in such event, Chamber consents and agrees as follows:

(1) The County may without prior notice to Chamber immediately terminate this Agreement; and,

(2) The County may seek any available remedy and may collect from Chamber all cost incurred by the County as a result of said breach, including reasonable attorney's fees, costs and expenses.

7. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

8. **Indemnification.** Chamber shall compensate County for any damage to County property due to any breach of contract or tortious conduct by Chamber or its agents, its officers, agents, employees, contractors or subcontractors on the County's premises. Chamber shall indemnify, save harmless and defend County from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto

(including costs of defense, settlement and reasonable attorney's fees), which it may hereafter incur, become responsible for or pay out, which was caused, in whole or in part, by Chamber's or its agents breach of any term or provision of this agreement, or any negligent act or omissions or willful act of Chamber, its officers, agents, employees, contractors or subcontractors.

9. **Conflict of Interest.** Chamber warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

10. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Cooperative Agreement as of the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon
County Counselor

Frank White, Jr.
County Executive

ATTEST:

INDEPENDENCE CHAMBER OF
COMMERCE

Mary Jo Spino
Clerk of the Legislature

By _____
Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2345 Grand Blvd Suite 400 Kansas City MO 64108	CONTACT NAME: Cindy Hawdon
	PHONE (A/C, No, Ext): 816-285-4523 FAX (A/C, No):
E-MAIL ADDRESS: cindy_hawdon@aig.com	INSURER(S) AFFORDING COVERAGE
INSURER A: National Casualty Company	NAIC # 11991
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 161082837 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		KKO0000021759400	4/1/2018	4/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			KKO0000021759400	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XKO0000021759600	4/1/2018	4/1/2019	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 300,000
								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 2018 SantaCaliGon Festival.
 CertHolder named additional insured ATIMA.

CERTIFICATE HOLDER **CANCELLATION**

Jackson County Missouri 415 E 12th St Kansas City MO 64106 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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