

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with Longview Horse Park Association, for a term of three years, at no cost to the County.

RESOLUTION NO. 19325, December 5, 2016

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, on May 1, 1992, the County and Longview Horse Park Association (“the Association”) entered into a Cooperation and Use Agreement, approved by the Jackson County Legislature by Ordinance 2089, whereunder the parties agreed to cooperate in the planning, development, improvement, operation, and use of an equestrian horse park center in the area of Longview Lake Park; and,

WHEREAS, subsequent addenda between the County and the Association have renewed this Agreement through the present; and,

WHEREAS, the Director of the Parks + Rec Department now recommends that the County and the Association enter into a revised Cooperative Agreement setting out the rights and responsibilities of each entity and extending the Agreement for an additional three years through December 31, 2019, at no cost to the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and hereby is authorized to enter into the attached Cooperative Agreement with Longview Horse Park Association.

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

APPROVED AS TO FORM:

Jay D. Hall
Chief Deputy County Counselor

W. Stephen Pearson
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19325 of December 5, 2016, was duly passed on December 5, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

12.5.16
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

COOPERATIVE AGREEMENT

A **COOPERATIVE AGREEMENT** by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and **LONGVIEW HORSE PARK ASSOCIATION, INC.**, a not-for-profit Missouri corporation, hereinafter referred to as "Association."

WITNESSETH

WHEREAS, on May 1, 1992, the County and Association entered into a Cooperation and Use Agreement, whereunder the parties agreed to cooperate in the planning, development, improvement, operation, and use of an equestrian horse park center in the area of Longview Lake Park; and,

WHEREAS, subsequent addenda have extended this Agreement and amended the terms thereto; and,

WHEREAS, the parties agree to continue this cooperative arrangement for an additional three-year term and 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 Association respectively promise, covenant, and agree with each other as follows:

1. **Promises.** The parties agree to cooperate in the planning development, improvement, operation, and use of that part of the County's Longview Lake Park known

as the Longview Horse Park, hereinafter referred to as “the Horse Park.”

2. **Capital Improvements.** The Association may construct capital improvements on the Horse Park, according to plans approved in writing by the County’s Parks + Rec Department. Any capital improvement funding to be provided by the County is subject to negotiation and appropriation in the Jackson County annual budget. The Association shall submit to the County an annual report on or before each anniversary date of this Agreement which report shall set forth in detail all expenditures made by the Association of funds provided to the Association by the County pursuant to this Agreement. Any capital improvements to the Horse Park to be constructed by the County must be approved by the Association. All capital improvements to the Horse Park shall become the property of the County upon completion. Any improvements made to the Horse Park by either party shall comply with chapter 19, Jackson County Code, 1984, related to the Prevailing Hourly Rate of Wages.

3. **Term.** The term of this Agreement shall commence January 1, 2017, and continue through December 31, 2019.

4. **Operations.** The County will provide for operational services at the same level as in the County’s other parks. The Association agrees to provide maintenance to the grounds as requested by the County. Operational services and improvements by the County are subject to annual budget approval and cannot be committed to in this Agreement. However, the County agrees to make a good faith effort to obtain necessary funds for the proper operation of the Horse Park.

5. **Scheduling.** The County will schedule all equestrian events and

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. The Association's member events will receive a 30-day advance reservation period at the beginning of each year prior to general public scheduling.

6. **Meetings**. The Association shall hold quarterly board meetings and agrees to notify the Parks + Rec Department's Superintendent of Golf/Marina of these regular meetings. The County agrees to have a representative presents at such meetings. All members of the Association, the general public, and community equestrian enthusiasts are welcome at these meetings.

7. **Indemnification**. The Association agrees to indemnify and hold harmless the 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 the Association or any of its agents, representatives, assignees, or employees in the execution of this Agreement, and the Association at its own cost and expense will defend and protect the County against any and all such claims and demands. In furtherance of this obligation, the Association agrees to obtain and keep in force at all times during the term of this Agreement a Liability Insurance policy indemnifying Jackson County with a minimum of \$1 million per occurrence with a \$3 million aggregate naming Jackson County, Missouri, as an additional insured. It is further agreed that the County will indemnify and hold harmless the Association from any and all damage, loss, or liability, but only as to claims or demands that may be actionable against the County under §537.600, RSMo, which may be occasioned by or because of

any act or omission, negligence or wrongdoing of the County or any of its agents, representatives, assignees, or employees, and the County at its own cost and expense will defend and protect the Association against any and all such claims and demands, but only as to such claims or demands as may be actionable against the County under §537.600, RSMo.

8. Condition Precedent. This Agreement shall be subject to all of the terms and conditions of Lease DACW41-1-85-280, between the United States of America and the 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.

9. 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.

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:

LONGVIEW HORSE PARK
ASSOCIATION, INC.

Mary Jo Spino
Clerk of the Legislature

By _____
President