

RGR
8/19/10

Res. #17341

COOPERATIVE AGREEMENT

A **COOPERATIVE AGREEMENT** ("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**, hereinafter referred to as "the Chamber of Commerce."

WITNESSETH

WHEREAS, the Chamber of Commerce desires to use the County's parking lot 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 of Commerce respectively promise, covenant and agree with each other as follows:

1. Services

Chamber of Commerce shall be entitled to use the County's parking lot located at Kansas and Osage Streets in Independence, Missouri for its Santa-Cali-Gon Days on September 3 through 6, 2010. Chamber of Commerce shall be responsible to return the premises to the County in the as-good-as condition, as it exists before the event, following each use. Chamber of Commerce shall be responsible for all clean-up and repair as necessitated by its use. Said clean-up and repair shall be completed no later than 7 a.m. on the first

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**MARY JO SPINO
COUNTY CLERK**

business day following each event. Chamber of Commerce shall provide County written notice that County employees 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 210 W. Truman Road, Independence, MO, from August 30, 2010 through September 7, 2010.

2. Payment

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

3. Insurance

Chamber of Commerce 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 of Commerce shall provide proof of insurance prior to each event.

4. Terms

The term of this Agreement shall commence August 9, 2010 and continue through December 31, 2010.

5. Default

If Chamber of Commerce shall default in the performance or observation of any term or condition herein, the County shall give Chamber of Commerce 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 of Commerce agrees to faithfully observe and perform all of the term, provisions and requirements of this Agreement, and Chamber of Commerce's failure to do so shall constitute a breach of this Agreement and in such event, Chamber of Commerce consents and agrees as follows:

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

(2) The County may seek any available remedy and may collect from Chamber of Commerce 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 of Commerce shall compensate County for any damage to County property due to any breach of Contract or tortious conduct by Chamber of Commerce or its agents, its officers, agents, employees, contractors or subcontractors on the County's premises. Chamber of Commerce 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 of Commerce's or its agents breach of any term or provision of this Contract, or any negligent act or omissions or willful act of Chamber of Commerce, its officers, agents, employees, contractors or subcontractors.

9. Conflict of Interest

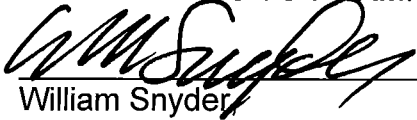
Chamber of Commerce warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

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:



William Snyder
Acting County Counselor

JACKSON COUNTY, MISSOURI



Michael D. Sanders,
County Executive

ATTEST:

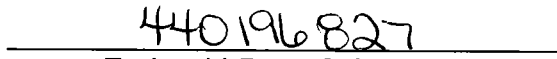


Mary Jo Spino
Clerk of the Legislature

INDEPENDENCE CHAMBER OF
COMMERCE

By 

Executive Director



Federal I.D. or S.S. #