

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 SCHOOL DISTRICT, 201 N. Forest Avenue, Independence, MO 64050, hereinafter referred to as "the District."

WITNESSETH

WHEREAS, the District desires to use the County's parking lot for staging and gathering for a parade; 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 District respectively promise, covenant, and agree with each other as follows:

1. Services District shall be entitled to use the County's parking lot located at Kansas and Osage Streets in Independence, Missouri for its parade staging on September 30, 2017. District shall be responsible to return the premises to the County in the as-good-as condition, as it exists before the event. District 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 business day following this event.

2. Payment The use of the parking lot shall be granted to the District free of charge.



3. **Insurance** District 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. District shall provide proof of insurance prior to each event.

4. **Term** The term of this Agreement shall commence September 1, 2017, and continue through December 31, 2017.

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

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

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

9. **Conflict of Interest** District 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:



W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI



Frank White, Jr.
County Executive

ATTEST:



Mary Jo Spino
Clerk of the Legislature

INDEPENDENCE SCHOOL DISTRICT

By 

Dr. Dale Herl