

COOPERATION AND USE AGREEMENT

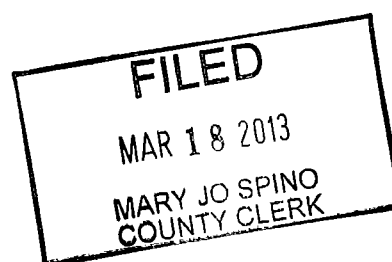
THIS AGREEMENT, made and entered into on this 18th day of March, 2013, by and between **JACKSON COUNTY, MISSOURI**, a political subdivision and body corporate organized and existing under the laws of the State of Missouri, (hereinafter referred to as "**County**" or "**Lessor**") and the **LONE JACK HISTORICAL SOCIETY**, 207 N. Bynum Road, Lone Jack, MO, (hereinafter referred to as "**Society**" or "**Lessee**").

ACKNOWLEDGMENTS

WHEREAS, the County is a political subdivision and Constitutional Home Rule Charter County of the State of Missouri, and, as such, may contract and cooperate with any private person or firm for the construction, acquisition or operation of any public improvement or facility, or for a common service pursuant to §70.220, RSMo 2000; and

WHEREAS, the Society, a Missouri not-for-profit corporation, is desirous of leasing and assuming responsibility for the management and operation of the County park premises commonly known as The Civil War Museum of Jackson County, Missouri, as well as the adjoining cemetery and all land associated with the County-owned Lone Jack Park and the County has agreed to lease said premises and transfer such responsibilities to the Society, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties covenant and agree as follows:



COVENANTS

1. Term. This Agreement shall commence on the date set forth hereinabove for a period of one (1) year from and after said date unless sooner terminated under this paragraph. The Society or the County may terminate this Agreement for cause by giving written notice to the other party. In addition to a breach of any of the express terms of this Agreement, causes for termination by the County shall include but not be limited to the Society's cessation of management responsibilities or its use of the property for purely public purposes. Termination of this Agreement shall not constitute a waiver of the rights or obligated to perform under this Agreement. Should this Agreement terminate all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Society to the County within 10 days of the demand of the County. This Agreement shall continue from year to year after its initial term unless not later than 30 days prior to the expiration of the initial or any renewal term hereunder, either party notifies the other, in writing, of its intent not to renew. The Society agrees to maintain its status as a tax exempt organization under section 501(c) (3) of the Internal Revenue Code for the duration of this Agreement.

2. Assistance by the County; Signage and Brochures. The County's Parks + Rec Department staff may provide assistance to the Society upon request, if practicable. The County, at its discretion, will continue during the period of this Agreement to seek funds from programs or grants for the rehabilitation or repair of the Museum premises, including but not limited to the tombstones and grave markers. The Society shall notify the County of any grant initiative it chooses to pursue. The County shall have the right to change the existing signage at the museum; the County agrees to consult with the Society

before making any such changes. The County also retains the right to maintain at the museum a display of brochures depicting other County Parks + Rec programs and attractions.

3. Use of the Premises. The Society shall have the right to use and operate the leased premises as and for a Civil War Museum. The County must approve in writing any use of the leased premises that does not directly support the Society's mission and/or operations.

4. Fees. The Society shall be entitled to all fees and admission income derived from the operation of the Museum. The Society agrees to maintain and keep current records containing: days and hours of operation; income; number of individual visitors; and the identity of schools or organizations touring the facility and the number of such visitors. Said records shall be provided to the Parks + Rec Director in January of each year. The Society is responsible for collecting and reporting any applicable sales tax.

5. The Artifacts and Other Personal Property. The County agrees that it does not claim ownership of any historic display item or exhibited cultural artifact on museum premises. The grave markers, tombstones, fence, display cases, and dioramas are considered fixed assets of the museum and remain the property of the County. Society agrees that the provenance of all artifacts to be stored and/or displayed on the leased premises has been verified in good faith, consistent with commonly accepted museum practices.

6. Donations. The Society shall be entitled to ownership of and shall take title to only those items donated during the term of this Agreement where the intent of the donor that the Society take title thereto is clearly expressed in writing. Items loaned to the

Society during the term of this Agreement shall be considered to be the property of the Society and shall be removed from the premises when or if the County resumes operation and possession of the Museum.

7. Operation and Staffing. The Society will be responsible for the day to day operations of the Museum including the scheduling of the days and hours the facility is open to the public, conducting tours, and the setting and collection of fees. For purposes of marketing and provision of general public information, the Society agrees to keep the Museum open to the public on a regular schedule, approved by the County, and to submit the schedule for approval to the County Director of Parks + Rec by January 1 of each operating year. The County Director of Parks + Rec will be given written notification of any changes to the established schedule. The Society shall be responsible for providing all Museum staff personnel, including the security and routine day to day maintenance personnel. The Society shall identify one person to be the liaison to the County Director of Parks + Rec.

8. Cemetery Burials. The Society may not permit or authorize any burials or exhumations without the express prior written consent of the County.

9. Alterations. The Society shall not make any permanent structural alterations in or to the Museum premises without the prior written consent of the Director of Parks + Rec.

10. Archaeological Investigation. The Society will not initiate, authorize or sponsor any archaeological survey, investigation, or excavation, without prior written authorization by the County Director of Parks + Rec. The Society shall not permit any ground disturbance activity without the prior written approval by the County Director of

Parks + Rec.

11. Fixtures. All repairs, alterations, additions, improvements, installations, equipment, and fixtures, by whoever installed or erected (except such business or trade fixtures belonging to the Society as can be removed without damage to or leaving incomplete the premises or building) shall belong to County and remain on and be surrendered with the premises as a part thereof, at the termination of this Agreement.

12. Inspections. The County shall have the right to enter the leased premises at any reasonable time for the purpose of inspecting the condition of the premises or to make repairs, upon reasonable notice to the Society.

13. Utilities. The Society shall pay all costs and charges for utilities.

14. Maintenance and Repairs. The Society shall be responsible for the costs of general and routine maintenance and minor repairs to the interior and exterior of the Museum premises. The County shall be responsible for all major mechanical and structural repairs, both to the interior and exterior of the building, such as, but not limited to systems of plumbing, electrical, heating and/or air-conditioning units, and roof repair. The Society will install and maintain an electronic security system at the leased premises, to include smoke and fire monitors.

15. Waste, Quiet and Conduct. The Society shall not commit or suffer to be committed any waste upon the premises.

16. Property Insurance and County's Liability. All merchandise and property owned by the Society in or about the premises shall be at the Society's sole risk and the Society does hereby now and forever, release the County from any claim for damages, howsoever caused. The Society shall maintain property and/or casualty insurance

covering the full replacement value of all displays, exhibits, and artifacts housed in the leased premises, with policy limits of at least \$50,000.00. The building and all personal property in or about the premises owned by the County shall be at the County's sole risk and shall be the County's responsibility to insure, and the County does hereby now and forever, release the Society from any claim for damages however caused.

17. Other Insurance. The Society shall, at its own expense, furnish comprehensive public liability insurance from a company licensed to operate in the State of Missouri to adequately protect the County and the Society against any liability for claims and demands arising from an injury to any person or property on the leased premises, and shall name the County as an additional insured on such policy. Such insurance shall be in force at the time of delivery of the possession of the premises to the Society. The liability insurance coverage shall be not less than the following amounts:

A minimum of \$2 million per occurrence with a \$2 million aggregate naming Jackson County, Missouri as an additional insured.

The Society shall keep and maintain such insurance in full force during the entire term of this lease at the expense of the Society, and the Society shall obtain a written obligation on part of the insurance company to notify the County in writing prior to any cancellation thereof. Additionally, the Society shall maintain Directors and Officers (D&O) Insurance, covering the activities of its directors and officers. The Society shall deliver proof of all such insurance to the Director of Parks + Rec.

18. Indemnification. To the extent permitted by law, the Society shall indemnify the County against and hold it harmless from all claims, suits and judgments (and all costs and expenses in connection therewith) for death, personal injuries and property damage

which may arise out of the Society's use or occupancy of the leased premises.

19. Damage or Destruction by Fire or other Casualty. If the building in which the leased premises is located shall be destroyed or so damaged by fire, or other casualty, as to be untenable, then this Agreement may be terminated at the election of either the County or Society by one giving to the other written notice or cancellation within forty-five (45) days after such destruction. If neither party shall elect to terminate this lease by reason of such destruction, this Agreement shall remain in full force and effect, and the County shall proceed with reasonable diligence to repair and restore the building to as good condition as the same was in immediately prior to such destruction. In the event the leased premises or access thereto are partially damaged, but not untenable, by fire or other casualty, this Agreement shall remain in full force and effect and the building shall be restored by the County with reasonable diligence.

20. Transfer of Possession of the Facility and Surrender on Termination of Agreement. The parties agree that there will be an inspection of the premises, including the building and grounds, by the Director of the Parks + Rec Department or a designee, and the Society's authorized representative in connection with the execution of this Agreement. Said inspection shall include a written inventory and evaluation of the condition of the building and grounds, including any County property which is to remain on the premises during the term of this Agreement. Such inspection shall also be conducted upon the termination of this Agreement. The Society shall surrender the leased premises and any such property at the termination of this Agreement for any reason and the same shall be in as good condition as received, ordinary wear and tear excepted.

21. County Ordinances to Remain in Effect. The execution of this Agreement

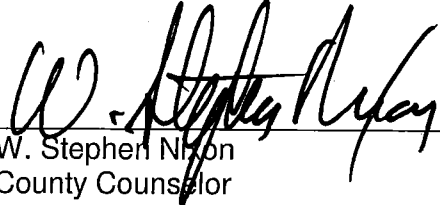
shall in no way affect the County's ability to enforce its County ordinances governing the use of County parks in the County park land which is the subject of this Agreement. The County retains the right to enforce all of its applicable ordinances in said park land.

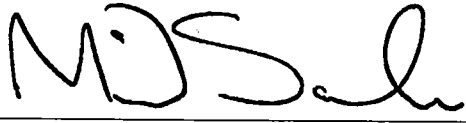
22. Assignment. The Society shall not assign this lease or any right hereunder or sublet the leased premises without the prior written consent of the County.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By: 
Michael D. Sanders
County Executive

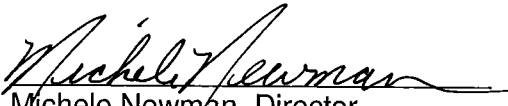
ATTEST:

LESSEE:
LONE JACK HISTORICAL SOCIETY


Mary Jo Spino
Clerk of the County Legislature

By: 
Title: 2/25/2013

RECOMMEND BY:


Michele Newman, Director
Department of Parks + Rec