

**CITY OF LEE'S SUMMIT, MISSOURI
AND
JACKSON COUNTY PARKS + REC
2017 USAGE AGREEMENT**

This Usage Agreement, made this 21st day of February, 2017, by and between the City of Lee's Summit, Missouri through the Lee's Summit Parks and Recreation Board (hereinafter "Board") and Jackson County Parks + Rec (hereinafter "JCPR").

WHEREAS, the Visionary Task Force set forth goals to address the need for programs and activities for the physically and mentally challenged citizens of our community; and,

WHEREAS, the Board and JCPR agree that joint cooperation and partnership of programs and use of facilities and grounds, represents a cost effective and efficient use of public funds and lands; and,

WHEREAS, the use of certain park facilities for the JCPR and the Board is representative of such an agreement.

NOW, THEREFORE, In consideration of the mutual benefits and provisions set forth herein, the Board and JCPR do hereby agree upon the following terms and conditions:

Section I: JCPR Use of Park Facilities and Grounds

Special considerations

1. The Board will complete preparation of any courts.
2. The Board will complete facility preparation and set up.
3. Unsafe conditions will be decided by the designated representative of JCPR.
4. The Board will be notified immediately of any unsafe conditions.

Parking

1. JCPR will strictly regulate the parking of vehicles. Parking attendants shall be provided by JCPR and coordinated with the Inclusion Coordinator or designee for the duration of the activities. No parking is permitted on outer roads and service drives. Violators will be towed at owner's expense.

Fees

1. All rental fees incurred by Jackson County Special Pops at LSPR facilities will be waived by LSPR.

Insurance

1. Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its trustees, officers, agents, or employees. Neither party is obligated to indemnify the other party or to hold harmless the other party from costs or expenses incurred as a result of such claims. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to the parties under applicable state governmental immunities law and each party shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo. Rev. Stat. § 537.600, et seq. JCPR shall provide the Board a certificate of insurance indicating coverage naming the City of Lee's Summit, Missouri, as additional insured. This coverage must provide a general aggregate liability of \$2,000,000 to cover all operations included herein. Alternatively, JCPR may elect to self-insure this risk. If JCPR so elects, it shall provide to the Board upon request evidence satisfactory to the Board of said self-insurance.

FILED

FEB 27 2017

MARY JO SPINO
COUNTY CLERK

Damages

1. JCPR must pay the cost of replacement or repair of any park property damages through the negligence of or the act or actions of the participants or spectators at the events/activities.

Special Rules and Consideration

1. JCPR will not change or alter park property in any way unless written consent has been granted by the Board.
2. JCPR will adhere to all facility regulations.
3. JCPR will assume the responsibility of maintaining control of their own event and take all necessary steps to prevent the violation of any facility regulations, City ordinances, park regulations, or any act or actions that might be detrimental to the Lee's Summit public parks system. Such regulations and ordinances include, but are not limited to the following: no tobacco use in the parks, food and beverages are not allowed on the gymnasium floor or restrooms, alcohol is not permitted in the buildings or on the park grounds and all fire codes which include not blocking any exits, no parking in the fire line, service drives and not exceeding the Community Center occupancy limit of 600.
4. JCPR will not be allowed to charge a parking fee or gate fee without permission of the Board.
5. Group representative must be on site at all times.
6. Provide, in advance, the Board with any estimated number of participants, spectators and vehicles for events.
7. Requests for additional equipment must be made a minimum of 30 days in advance. If JCPR wish to bring in any equipment it must be approved a minimum of 14 days in advance.
8. All facilities and dates must be requested by JCPR in writing and made a part of this agreement.
9. The Board reserves the right to reschedule for Parks and Recreation usage. A minimum of 24 hours notice will be given (if possible) when this occurs.

Clean Up

1. JCPR will be responsible for returning facilities and grounds to its original condition. JCPR will be responsible for bagging trash, removing all food or containers, setting out trash, and dry and wet mopping as needed.

Advertising

1. The Board will provide advertising space when available in the Lee's Summit Illustrated.

Termination

1. Either party may terminate this agreement with two-week notice.
2. Agreement acknowledged this 21st day of February, 2017.
3. This agreement in effect until the 31st day of December, 2017.

By: J. Thomas Lovell, Jr. Date: 2/24/17
Administrator of Parks and Recreation

By: Michele Newman Date: 2-6-17
Printed Name: Michele Newman

Title: Director, Parks & Recreation

APPROVED AS TO FORM:

22807 Woods Chapel Rd.
Address

By: James M. Ammend
Office of the City Attorney

Blue Springs, MO 64015
City, State, Zip Code

Tax identification number of band or Signatory Musician (to be used for entertainment contracts only)

Please list activities/programs:

<u>2017 Activity</u>	<u>Dates</u>	<u>Days</u>	<u>Time</u>	<u>Location</u>
Basketball	1/5,1/12,1/19,1/26	Thursdays	3:30-5:00pm	HPCC
Basketball	2/2,2/9,2/16,2/23	Thursdays	3:30-5:00pm	HPCC
Basketball	3/9	Thursday	3:30-5:00pm	HPCC
Volleyball	3/23,3/30	Thursdays	3:30-5:00pm	HPCC
Volleyball	4/6,4/13,4/20,4/28	Thursdays	3:30-5:00pm	HPCC
Volleyball	5/4,5/11,5/18	Thursdays	3:30-5:00pm	HPCC
Dance	5/12	Friday	6:00-9:00pm	HPCC
Dance	8/25	Friday	6:00-9:00pm	HPCC
Dance	11/3	Friday	6:00-9:00pm	HPCC
Dance	12/8	Friday	6:00-9:00pm	HPCC

APPROVED AS TO FORM
W. Stephen R. King
County Counselor

ATTEST:
Mary Spina
Clerk of the County Legislature