

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Parks + Rec to execute a one-year Usage Agreement with the City of Lee's Summit to provide for recreation activities for use by the Parks + Rec Department's Special Population Services Division.

RESOLUTION NO. 19657, November 20, 2017

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department's Special Population Services Division desires to utilize the Lee's Summit Harris Park Community Center for basketball programs and dances, at no cost to the County; and,


WHEREAS, a Usage Agreement between the City of Lee's Summit and the County is an appropriate mechanism to set out the mutual responsibilities of each party; and,

WHEREAS, execution of this contract with the City of Lee's Summit for activities for the Parks + Rec Department's Special Population Services Division is in the best interest of the health, safety, and welfare of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Parks + Rec be and hereby is authorized to execute the attached Usage Agreement with the City of Lee's Summit.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19657 of November 20, 2017, was duly passed on December 4, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

12.4.17

Date



Mary Jo Spino, Clerk of Legislature

**AGREEMENT BETWEEN
CITY OF LEE'S SUMMIT, MISSOURI
AND
JACKSON COUNTY PARKS + REC
USAGE AGREEMENT 2018**

This agreement, made this _____ day of _____, 2017, by and between the City of Lee's Summit, Missouri by and 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.

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.

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 _____ day of _____, 2017.
3. This agreement in effect until the 31st day of December, 2018.

LEE'S SUMMIT PARKS and RECREATION BOARD

VENDOR/SERVICE PROVIDER

By: _____ Date: _____
 Joseph Snook.
 Interim Administrator of Parks and Recreation

By: _____ Date: _____
 Printed Name: _____

Title: _____

APPROVED AS TO FORM:

Address _____

By: _____ Date: _____
 Assistant City Attorney

City, State, Zip Code _____

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

Please list activities/programs:

<u>2018 Activity</u>	<u>Dates</u>	<u>Days</u>	<u>Time</u>	<u>Location</u>
Basketball	1/4,1/11,1/18,1/25	Thursdays	3:30-5:00pm	HPCC
Basketball	2/1,2/8,2/15,2/22	Thursdays	3:30-5:00pm	HPCC
Basketball	3/8, 3/15, 3/22,3/29	Thursday	3:30-5:00pm	HPCC
Volleyball	4/5,4/12,4/19,4/26	Thursdays	3:30-5:00pm	HPCC
Volleyball	5/3,5/10	Thursdays	3:30-5:00pm	HPCC
Dance	8/24	Friday	6:00-9:00pm	HPCC
Dance	9/16	Friday	6:00-9:00pm	HPCC
Dance	12/14	Friday	6:00-9:00pm	HPCC