

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the Director of Finance and Purchasing to execute a Training Facility Center Usage Agreement with the Central Jackson County Fire Protection District for use by the Parks + Rec Department, at a cost to the County not to exceed \$300.00.

**RESOLUTION NO. 19388**, February 13, 2017

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department desires to use the Central Jackson County Fire Protection District's training facility for two upcoming training programs to be conducted by the department, at a cost to the County not to exceed \$300.00; and,

WHEREAS, the attached Agreement with the Central Jackson County Fire Protection District for the furnishing of this facility includes indemnification language that requires the approval of the Legislature; and,

WHEREAS, execution of this Agreement with the Central Jackson County Fire Protection District is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be, and is hereby authorized, to execute for the County the attached Training Facility Center Usage Agreement with the Central Jackson County Fire Protection District for the use of its training facility and any other documents needed to give effect to this Resolution.

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. 19388 of February 13, 2017, was duly passed on February 13, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

2.13.17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Jo Spino  
Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 003 1601 56160  
ACCOUNT TITLE: Park Fund  
Office of the Director  
Meeting Expense  
NOT TO EXCEED: \$300.00

February 8, 2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer

**Central Jackson County Fire Protection District  
TRAINING FACILITY CENTER USAGE AGREEMENT**

USER: Jackson County Parks and Rec			PHONE: 816-503-4831	
ADDRESS: 22807 Woods Chapel Rd		CITY: Blue Springs		STATE MO
				ZIP 64015
Contact Name/Number if not the above: Marcy Caldwell				
TYPE OF EVENT: <b>Training Classes</b>				
TIME PERIOD (DAYS)	BEGINNING DATE: 3/1/2017 and 3/22/2017	ENDING DATE: 3/1/2017 and 3/22/2017	START TIME: 0800	END TIME 1700
CLASSROOM FEE BREAK OUT ROOM:	CLASSROOM FEE CLASSROOM (101/102):	AUDITORIUM: \$150.00	DRILL AREA:	
USAGE FEE: \$ 300.00 for 2 days		DAMAGE/SECURITY DEPOSIT: \$ 0		
FACILITIES REQUIRED:				

THIS AGREEMENT is made this 30 day of January, 2017 by and between the Central Jackson County Fire Protection District (CJCFPD) (hereinafter the "Owner", and Jackson County Park and Rec (hereinafter the "User").

WHEREAS, Owner controls Property located at 4715 W. 40 Hwy, Blue Springs, Mo 64015 which User desires to use for purposes of conducting exercises, classes, meetings, conferences, or demonstrations for educational purposes; and

WHEREAS, the parties desire to enter into an agreement, setting forth their respective rights and responsibilities relating to the usage of the Property.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties hereto agree as follows:

1. **Permission to Use.** Owner hereby gives User the permission to use the following portions of the Property during the above Time Period for the above described Type of Event (hereinafter the "Event"). Each such Event to consist of usage during one calendar day for a period not to exceed eight (8) hours, with all such days to be scheduled in advance subject to availability as provided in paragraph 7, below. In licensing the Property hereunder, however, Owner does not relinquish its right to control the Property and to enforce all necessary and proper rules for the management and operation of the same.
2. **Audio Visual Support and Use.** The CJCFPD Training Center classrooms and auditorium (not breakout classrooms) are equipped with a desktop computer loaded with the Microsoft Office 2007 suite, a fixed data projector and DVD/VHS player. Also available is a mobile visual presenter and a public access Wi-Fi network. All of these features are included in the classroom rental fee. It is strongly recommended the User arrive at the Training Center forty-five minutes before the scheduled event to ensure the equipment is working and their software programs are compatible with the system. To use the Training Center computer the users should bring a CD-ROM or USB drive with their presentation. If possible, arriving the day before would be preferred. Individuals who intend to use their own laptops in the classroom MUST contact the Training Center's Coordinator at 816-229-9118 two days prior to the event. A member of the TC staff will assist in the connection of your laptop to the room projector. Under NO circumstances should users manipulate any connections with AV equipment in the classroom.
3. **Payment of Fee.** User agrees to pay Owner the Usage Fee as stated above. Payment is due upon receipt of an invoice. User agrees to pay interest and attorney's fees if the invoice is not paid upon receipt. Prior to User's use of the Property, User agrees to tender to owner the damage/security deposit as stated above. Cancellation without at least seven days notice shall result in the forfeiture of the damage/security deposit referenced above.
4. **Beverages and Consumables.** Beverages are available upon request at the rates listed below. User shall be responsible to Owner for the associated costs:
  - Vending machines are on site. You are welcome to bring in your own refreshments.
  - Coffee can be provided at a cost of \$5.00 per urn. This also includes creamers, sugar, cups, and stirrers.
  - Local catering companies can be provided.

5. **Damage/Security Deposit.** Damage to or loss or destruction of the Property and items contained therein (including appliances, equipment, furniture and furnishings, if any) caused by the User, or any guest, invitee, or employee of User, shall be promptly repaired or replaced by User to the satisfaction of Owner, or in lieu of such repair or replacement, User shall pay to Owner an amount of money sufficient to compensate for the required repair and /or replacement. This includes any stains due to spilled beverages or food. Owner may retain the Damage/Security Deposit in full or partial satisfaction of any liability of User hereunder.
6. **Safety Guidelines.** User agrees to comply with all rules, regulations, guidelines and suggestions set forth by the Owner. This facility is tobacco free with designated smoking areas identified. These rules are to be enforced by the User.
7. **Purpose and Restrictions.** User may not use the Property for any purpose other than the Event as described above. User agrees to all restrictions and instructions regarding the use of the Property. User shall not use the Property for any unlawful purpose or any purpose inconsistent with the purposes of Owner. User shall not use the Property in any way which would constitute a nuisance, shall not damage or waste the Property in any way, and shall not obligate Owner in any way. User is responsible for cleaning the area contractually agreed to use. This includes restoring the area to its original condition, cleaning tables and white boards, emptying trash, and vacuuming. The User can elect to not clean the area used and the Owner will assess a \$100.00 janitorial fee per day the area is cleaned by CJCFPD staff. The cleanliness of the area must be satisfied by CJCFPD staff or the janitorial fee will be assessed when the User is billed.
8. **Advance Notice for Usage.** For daily or hourly usage, if User desires to use the Property on dates and/or times other than those listed above, User shall give Owner seven (7) days advance notice of the date and time desired.

Owner may, but is not required to, grant permission to use the Property on these alternative dates and /or times.

9. **Alterations by User.** User shall not make any alterations to the Property without first obtaining Owner's written approval of such alterations; User agrees that any improvements made by it shall immediately become the property of Owner and shall remain upon the Property in the absence of a written agreement to the contrary. User shall not cut or drill into or secure any fixtures, apparatus or equipment of any kind to any part of the Property without first obtaining Owner's written consent.
10. **Insurance and Release.** This requirement may be waved in the event the User is only utilizing classroom space. User shall maintain general or personal liability insurance with a per occurrence bodily injury and property damage limit of no less than \$500,000 for the purpose of the Event and shall deliver to Owner prior to the Event a certificate evidencing the same. User and all of User's guests, invitees, employees and agents shall assume all risks of use. User, for itself and all of its employees, agents, guests, and invitees and for all persons who may come upon the Property during User's use of the Property, and Owner is hereby released and discharged of any and all liability of any kind with respect thereto. Owner assumes no responsibility for any property of User, its employees, agents, guests or invitees placed in or on the Property and is hereby expressly released from any and all liability for loss, injury or damage to such property. Owner and User are not partners, joint ventures, principals, and agents or otherwise related in any way.

<p>This insurance requirement is waved (This waiver shall not apply unless this box is checked and initialed): _____</p> <p>Owner Initial: <u>  <i>JD</i>  </u></p> <p>User Initial: _____</p>
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11. **Indemnity by User.** User shall indemnify Owner and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by User of the Property, occasioned wholly or in part by any act or omission of User, its agents contractors or employees.
12. **User Not a Lessee.** No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in User by anything contained in this Agreement or by User's use of the Property.
13. **Assignment.** This permission to use the Property is personal to User and User shall not assign in whole or in part, any part of the Property or permit the use of any part of the Property by any other person, firm or entity without the prior written consent of Owner.
14. **Remedies Cumulative.** No mention in this Agreement of any specific right or remedy shall preclude Owner from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity; the failure of Owner to insist in any one or more instances upon strict performance of any covenant of this Agreement or to exercise any option or right contained herein shall not be construed as a waiver of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Owner.
15. **Captions and Headings.** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall not be deemed to explain or modify the interpretation or meaning of any provision in this Agreement.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties.

<b>OWNER: Central Jackson County Fire Protection District.</b>	<b>USER:</b>
<b>NAME: Chip Portz    DATE:</b> <b>TITLE: Assistant Chief of EMS</b>	<b>SIGNATURE:                      DATE:</b>
<b>SIGNATURE:</b> 	