

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperation and Use Agreement with Kansas City Pop Warner, Inc., to provide for the use of the 99th and Blue River playing fields for a period of five years.

RESOLUTION #16696, August 18, 2008

INTRODUCED BY Fred Arbanas, County Legislator

WHEREAS, the Director of Parks and Recreation recommends the execution of the attached Cooperation and Use Agreement with Kansas City Pop Warner, Inc; and,

WHEREAS, this agreement will allow Pop Warner to conduct its youth football program on the County's playing fields located at 99th and Blue River for a period of five years, for which Pop Warner will pay the fees established by ordinance; and,

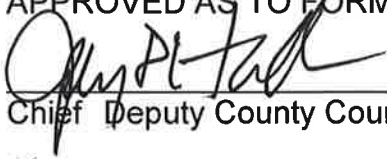
WHEREAS, Pop Warner will also be permitted to make certain improvements to the fields, subject to the approval of the Director of Parks and Recreation, and the execution of the agreement will allow Pop Warner to seek grant and other funding to pay for these improvements; and,

WHEREAS, the execution of the attached Cooperation and Use Agreement is in the best interest of the health, welfare, and safety of the citizens of Jackson County; now therefore,

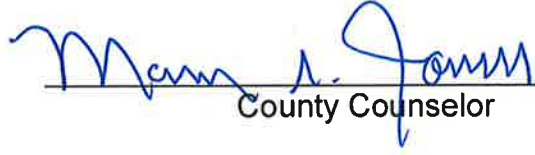
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Cooperation and Use Agreement with Kansas City Pop Warner, Inc.

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 #16696 of August 18, 2008, was duly passed on August 25, 2008 by the Jackson County Legislature. The votes thereon were as follows:

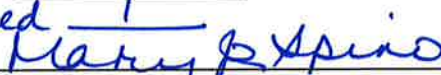
Yeas 8

Nays 0

Abstaining 0

Absent 0

8/26/08
Date

Excused 1


Mary Jo Spino, Clerk of Legislature

COOPERATION AND USE AGREEMENT

THIS COOPERATION AND USE AGREEMENT by and between Jackson County, Missouri, a Constitutional Home Rule County, hereinafter called "Lessor" and Kansas City Pop Warner, Inc., hereinafter called "Lessee," regarding the use of the 99th and Blue River Fields, hereinafter called "Fields," a Jackson County Parks and Recreation facility, is made and entered into this _____ day of _____, 2008.

WHEREAS, by Resolution 16696, dated August 18, 2008, the County Legislature did authorize the County Executive to execute a Cooperation and Use Agreement with Lessee to plan, develop, improve, operate, and use the Fields, at no additional cost to the Lessor for a five-year period; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the Lessor and Lessee respectively promise, covenant, and agree with each other as follows:

1. **Premises.** The Lessor and Lessee agree to cooperate in the planning, development, improvement, operation, and use of the Fields, a Jackson County Parks and Recreation facility, which area consists of five designated playing fields for a total of 5.32 acres located at 9901 Blue River Road, as is more particularly described in the map attached hereto as Exhibit A.

2. **Improvements.**

a. Lessee agrees to make improvements to the Fields and surrounding areas at 99th and Blue River Road, as is more particularly described in the map attached hereto as Exhibit A, which will enhance the facility for all participants and

patrons. All improvements shall be approved in advance by Lessor. All improvements including utility improvements to the Fields funded by Lessee shall become the property of the Lessor. The improvements to the Fields shall include but are not limited to scoreboards, bleachers, irrigation system, lighting, a building structure for concessions, fencing, and goal posts.

b. Lessor may make any necessary improvements or repairs to the 99th and Blue River Parkway Complex at any time it deems fit.

3. **Term.**

a. The term of this Agreement shall be for sixty-three (63) months beginning on the 1st day of September 2008, and ending on the 30th of November 2013. The Lessor and Lessee agree that they shall have the option to renew this Agreement upon written terms and conditions satisfactory to both parties by mutual consent.

b. Either the Lessee or Lessor may terminate this Agreement by giving thirty (30) days written notice to the other party.

c. If the Lessor shall terminate this Agreement prior to its normal termination date and termination is not the result of a breach of said Agreement, Lessee shall be entitled to remove any capital improvements on said premises or at the discretion of the Lessor, Lessor may pay Lessee reasonable compensation for Lessee's improvements.

d. In the event the Lessee terminates the Agreement prior to its normal termination date, it shall be in the sole discretion of the Lessor to determine if Lessee is entitled to the improvements, or reasonable compensation for same.

4. **Operations.**

a. The Lessor shall provide portable toilets in a number deemed appropriate by Lessor, with a maximum of three (3) for Lessee leagues, games, and clinics. Any additional portable toilets requested by Lessee will be provided at Lessee's cost.

b. Lessor will prepare the fields and will consider any other specific requests for field preparations made by Lessee.

c. During practices, leagues, games, and clinics, Lessee shall be responsible for picking up trash/litter on a daily basis in and around the Fields and within the Complex and shall deposit the trash/litter in the provided trash holding bins.

d. Lessee will be responsible for coordinating all aspects of its leagues, games, clinics, and registration.

5. **Scheduling.**

a. Preference and priority will be given to football events. Lessor shall grant Lessee scheduling rights for use of the Fields based on the schedule submitted by Lessee to Lessor no later than January 15 of each calendar year in order to hold its leagues, clinics, and games. After January 15, the Fields will be available to general public scheduling.

b. If Lessor cancels play, Lessor will provide "rainout" dates to Lessee at no additional cost, subject to availability. If Lessee cancels play, Lessor is under no obligation to provide "rainout" dates, unless such cancellation was caused by or due to an accident, act of God, or other legitimate condition beyond Lessee's control.

c. Lessor will have the opportunity to schedule and hold additional games and practices during the "off-schedule," if dates are approved in advance by Lessor.

6. **Recreation Representative.** The Lessor shall provide a recreation representative to serve as the main contact for Lessee's leagues, games, and clinics. Lessee will provide Lessor's recreation representative schedules, league participation levels, and progress reports throughout the agreed upon time period on a timely basis (at least 3-days advance notice).

7. **Compensation.** Lessee will compensate Lessor based on the Lessor's approved fee schedule, which is subject to change annually, including field rental fees, and any and all other applicable fees, for the use of the Fields based on the reservation schedule submitted by Lessee.

8. **Financial Transactions.** Lessee will be responsible for all financial transactions relating to its leagues, games, and clinics (this includes all fees, permits and participant registration, officiating fees, and insurance covering indemnification) unless otherwise agreed upon in writing.

9. **Meetings.** Lessor and Lessee representatives will meet to assess this arrangement at least once per year, to discuss any necessary adjustments prior to the next calendar year.

10. **Conflict of Interest.** Lessee warrants that no officer or employee of the Lessor, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

11. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions 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.

12. **Liability and Indemnification.** The Lessee assumes the risk of all damage, loss, cost, and expense, and agrees to indemnify and hold harmless the Lessor, its employees, and agents from and against any and all liability, damage, loss, cost, and expense which may accrue to or be sustained by the Lessor, its employees, or agents on account of any claim, suit, action, proceeding, judgment, or administrative ruling made or brought against the Lessor and/or its employees for the death of or injury to persons or destruction of property involving the Lessee, its employees, representatives, or agents, sustained in connection with this Agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Lessor or its employees acting within the scope of their employment. The Lessee further agrees to indemnify, defend, and hold harmless the Lessor and its employees from and

against any and all claims for death of or injury to persons or destruction of property in connection with or relating to any actions, claims, or demands by third parties, in tort, to the extent that such actions, claims, or demands are based upon the acts, defaults, or neglects of the Lessee and/or any of its employees, representatives or agents. Lessee shall secure liability insurance with policy limits of at least \$3,000,000 per claim, and name Lessor as an additional insured. A copy of the insurance coverage shall be sent by Lessee to Lessor.

13. **Discrimination.** The Lessee confirms that it does not and shall not discriminate and/or segregate patrons because of race, religion, color, sex, age, national origin, or disability.

14. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties. Any changes, additions, or deletions must be in written form signed by both parties as an addendum to this Agreement. It is further understood this agreement cannot be assigned or transferred.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

Mark S. Jones
County Counselor

By _____
Michael D. Sanders
County Executive

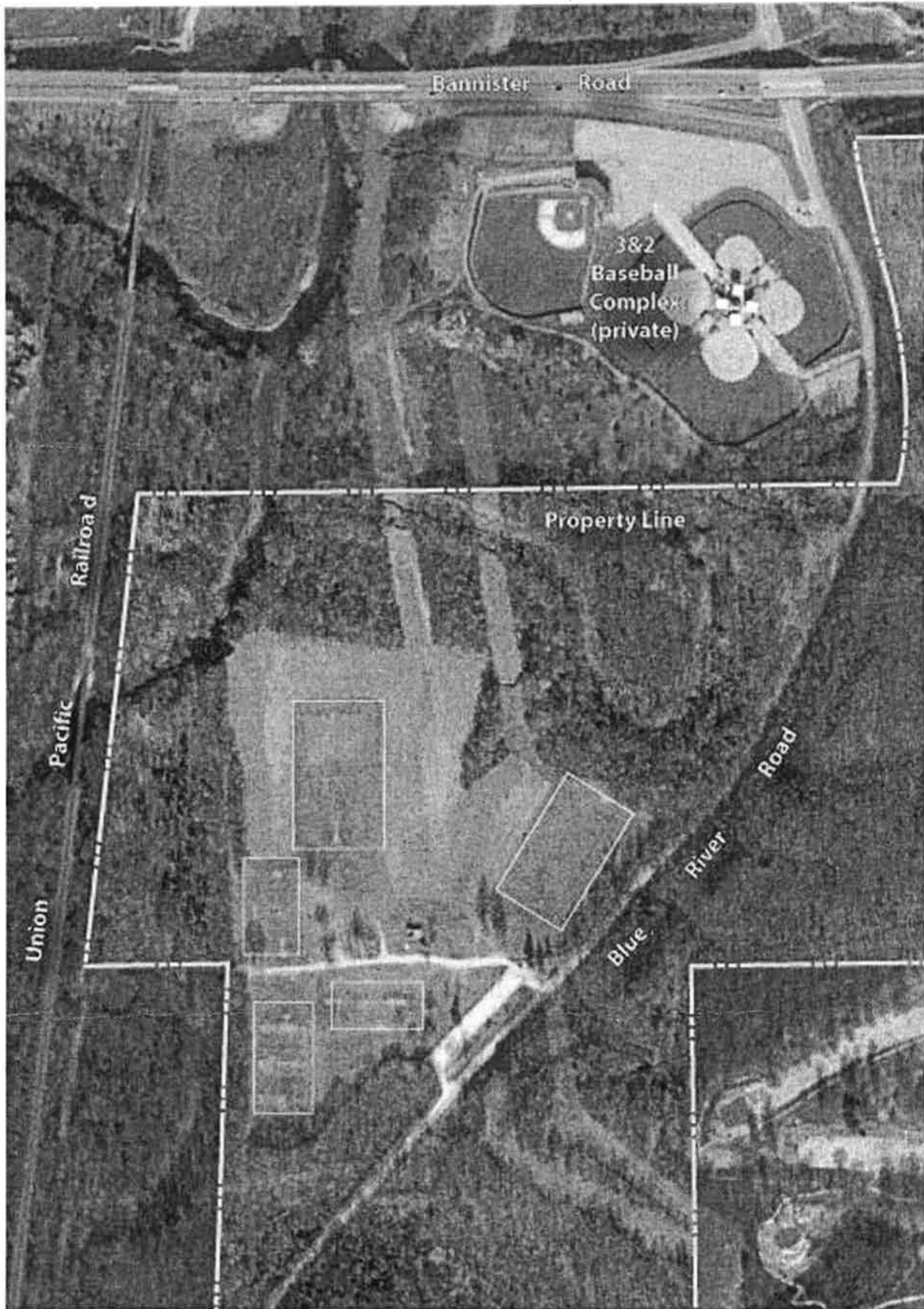
ATTEST:

KANSAS CITY POP WARNER, INC.

Mary Jo Spino,
Clerk of the County Legislature

By: _____

Tax I.D. No. _____



**Proposed Athletic Field Use Area with
Kansas City Pop Warner Inc.
at
99 th & Blue River Road
Blue River Parkway**