

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

**A RESOLUTION** authorizing the County Executive to execute a license agreement with Monarchs on the Move of Raytown, MO, to plant and maintain approximately 200 acres of pollinator habitat for use by the Parks + Rec Department, at no cost to the County.

**RESOLUTION NO. 19328**, December 5, 2016

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, Monarchs on the Move, a 501c(3) non-profit organization, has proposed to plant and maintain approximately 200 acres of County park land as pollinator habitat; and,

WHEREAS, pursuant to the proposed license agreement, Monarchs on the Move will plant varieties of milkweed, wildflowers, and other native grasses that support the natural habitat for pollinators, including the Monarch butterfly; and,

WHEREAS, this project follows the guidelines of the U.S. Department of Agriculture and the Missouri Department of Conservation and is recommended by the Director of Parks + Rec Department to assist in the eradication of invasive plant species; and,

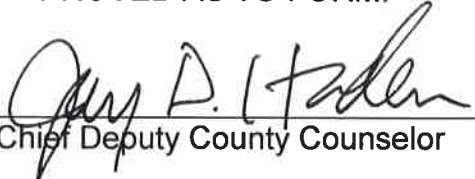
WHEREAS, this project is at no cost to the County and will be located on park property not currently used for active recreation; and,

WHEREAS, the approval of the attached agreement is in the best interest 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 County Executive be and hereby is authorized to execute the attached License Agreement with Monarchs on the Move and any other documents necessary 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. 19328 of December 5, 2016, was duly passed on December 5, 2016 by the Jackson County Legislature. The votes thereon were as follows:

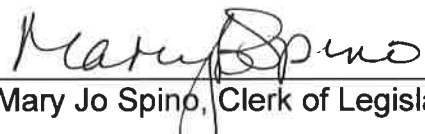
Yeas 9

Nays 0

Abstaining 0

Absent 0

12.5.16  
\_\_\_\_\_  
Date

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

## LICENSE AGREEMENT

THIS LICENSE (License) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between JACKSON COUNTY, MISSOURI (County) and MONARCHS ON THE MOVE (Licensee), a 501c(3) organization.

WHEREAS, County has under its control various lands as noted below and on the attached exhibits:

Location	Address	Exhibit	Acres
Little Blue River	from Approx 22186 E Blue Mills Rd. A to Approx. 5639 NW Lee's Summit Rd		179.4
Hayes Park	249 Santa Fe St., Sibley, MO 64088	B	4.9
Fort Osage	107 Osage St., Sibley, MO 64088	C	9
Handball Court	4409 Raytown Rd, KC, MO 64129	D	1.10
Alex George Lake	10831 Blue River Rd, KC, MO 64131	E	5

which are hereby incorporated by reference as if set out herein, (Premises); and

WHEREAS, on May 19, 2015 the Department of Agriculture and the U.S. Environmental Protection Agency released the National Strategy for the Protection of Honey Bees and Other Pollinators. It tasked all governmental agencies to do their part to help reverse the decline of pollinators by increasing pollinator habitat. The land included in this agreement will be converted to pollinator habitat in accordance with this directive. This habitat will be created and maintained according to the guidelines set forth by the United States Department of Agriculture and the Missouri Department of Conservation regarding pollinator habitat.

WHEREAS, the Licensee desires to use the Premises under the terms of this License; and

NOW THEREFORE, in consideration and mutual agreements contained in this License, County and Licensee agree as follows:

**Sec. 1. Permission for use of premises.** County hereby grants to Licensee the non-exclusive permission to enter upon the Premises for the limited purpose of installing plants intended to support monarch butterflies during the term of this License. County has approved areas defined on Attachments A - E for planting. County shall have access to the Premises at all times, to include the use of heavy equipment as deemed necessary by the County's sole judgement. County reserves the right to deny access to Licensee if, in County's sole judgment, such access would impair County's operations.

**Sec. 2. Licensee's Responsibilities.**

A. Monarchs on the Move will have the sole responsibility for application and completion of all aspects of the Environmental Quality Initiatives program with the USDA. Including but not limited to site preparation, planting, and mowing/maintenance of habitat throughout the 5 year contract they sign with the USDA. Additionally, maintenance as needed, throughout contracted time frame to control unwanted or invasive species of plants is the responsibility of Monarchs on the Move. Monarch shall maintain Federal nonprofit status during the term of this license agreement. Failure to do so shall give the County the right to terminate.

B. In effectuation of this Agreement, Licensee acknowledges that it is subject to and will abide by all applicable laws, regulations, and permits, whether currently in existence or renewed or hereafter enacted or acquired, which may apply to use of the Premises, including but not limited to compliance with any facility's storm water pollution prevention plan. Additionally, Licensee acknowledges that County is required to maintain compliance with various laws, regulations, and permits issued to it for operation of the Premises, and further agrees that it will not take any action which causes a violation of those permits.

**Sec. 3. Responsibilities of County.**

- A. Designate in writing a person to act as County representative with respect to this License.
- B. County will provide Licensee access to the Premises not later than January 3, 2017. Access shall be granted for the purpose of installation and maintenance of vegetative elements which provide support for monarch butterflies.
- C. County will provide basic maintenance/mowing on all land until such time that Licensee's contract with USDA allows planting to begin. Licensee will make every effort to pursue a contract with USDA which allows planting to begin prior to March 2017.
- D. County will provide basic mowing (no spraying of pesticides or herbicides) for a width of 6 to 12 feet (where possible) from all roads, parking lots, and sidewalks. These areas are not included as acres to be planted for the purpose of this License

**Sec. 4. Term of License.** The term of this License is 5 (five) years, beginning on January 1, 2017 and ending no later than December 31, 2021.

**Sec. 6. Notices.** All notices mailed by regular U.S. mail are effective 3 days after mailing. All notices required by this License shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

**County:**

**Jackson County Parks + Rec  
22807 SW Woods Chapel Rd.  
Blue Springs, MO 64015  
816-513-7207**

**Licensee:**

**Monarchs on the Move  
7021 Kentucky Avenue  
Raytown, MO 64133  
913-515-2641**

**Sec. 7. Conflicts of Interest.** The provisions of Constitutional Home Rule Charter Jackson County, Missouri, Article XII, Section 1, prohibiting County officers and employees from having a financial or personal interest in any contract with County, and Section 2, imposing sanctions for violations, shall apply to this License. Licensee certifies that no officer or employee of County has, or will have, a direct or indirect financial or personal interest in this License, and that no officer or employee of County, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Licensee in this License

**Sec. 8. Independent Contractor.** Licensee is an independent contractor with respect to all services performed under this License. Licensee accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by Licensee on work performed under the terms of this License. Licensee shall defend, indemnify and save harmless County from any claims or liability for such contributions or taxes. Nothing contained in this License or any act of County, or Licensee, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship with County. Licensee is not County's agent and Licensee has no authority to take any action or execute any documents on behalf of County.

**Sec. 9. Indemnification.** Licensee shall defend, indemnify, and hold harmless County and any of its agents, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney fees, arising out of or resulting from any acts or omissions, including but not limited to negligence, in connection with this License/Agreement, caused in whole or in part by Licensee, its employees, agents, or subcontractors, or caused by others for whom Licensee is liable, regardless of whether or not caused in part by any act or omission, including but not limited to negligence, of County, its agents, officials, officers, or employees. Licensee shall defend, indemnify, and hold harmless County and any of its agents, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any acts or omissions, including but not limited to negligence, in connection with this License, caused in whole or in part by County, its employees, agents, subcontractors, or caused by others for whom County is liable, regardless of whether or not caused in part by any act or omission, including but not limited to negligence, of Licensee, its agents, officials, officers or employees. Licensee's obligations under this Section with

respect to indemnification for acts or omissions of County, its agents, officials, officers, or employees, or caused by others for whom County is liable shall be limited to the coverage and limits of to the coverage and limits of insurance that Licensee is required to procure and maintain under this Contract. Further, if Licensee allows access to any other entity including but not limited to contractors, employees, or volunteers, Licensee shall ensure that such other entity is covered by Licensee's insurance or provide the County with the same indemnification prior to its entry upon the Premises.

**Sec. 10. Insurance.**

A. Licensee shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Licensee must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability limit
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:

- a. \$500,000 disease-policy limit
- b. \$100,000 disease-each employee

3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "each accident" basis. This insurance policy will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Licensee.

- a. The Commercial General Liability Insurance specified above shall provide that County and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds, including completed operations, for the services performed under this Contract. Licensee shall provide to County at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- b. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to provide insurance in Missouri.

Licensee's failure to maintain the required insurance coverage will not relieve Licensee of its contractual obligation to indemnify the County pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Licensee shall give at least thirty (30) days prior written notice to County. In the event Licensee fails to maintain the required insurance coverage in effect, County may order Licensee to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

In no event shall the language in this Section constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions and by law.

**Sec. 11. Governing Law.** This License shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

**Sec. 12. Compliance with Laws.** Licensee shall comply with all federal, state and local laws, ordinances and regulations applicable to this License. Licensee, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this License.

**Sec. 13. Termination of License.** County may, at any time upon thirty (30) days written notice to Licensee, terminate a portion of this License Agreement, up to 20 acres per year, for its convenience. Upon termination for convenience, Licensee will not be required to remove the vegetative elements it installed. Licensee will provide restitution for any payments received pursuant to any agreements made with other entities included but not limited to United States Department of Agriculture.

**Sec. 14. Defaults and Remedies.** If Licensee shall be in default or breach of any provision of this License, County may terminate this License, suspend County's performance, withhold payment, if any, or invoke any other legal or equitable remedy after giving Licensee notice and opportunity to correct such default or breach.

**Sec. 15. Waiver.** Waiver by County of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same, or of any other term, covenant or condition. No term, covenant, or condition of this License can be waived except by written consent of County, and forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of same to be performed by Licensee to which the same may apply and, until complete performance by Licensee of the term, covenant or condition, County shall be entitled to invoke any remedy available to it under this License or by law despite any such forbearance or indulgence.

**Sec. 16. Rights and Remedies Cumulative and Not Exclusive.** All rights and remedies granted to County herein and any other rights and remedies which County may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that County may have exercised any remedy without terminating this License shall not impair County's rights thereafter to terminate or to exercise any other remedy herein granted or to which County may be otherwise entitled.

**Sec. 17. Audit.**

- 
- A. The County Auditor, the County's Internal Auditor, the County's Director of Human Relations and the Department administering this License shall have the right to audit this License and all books, documents and records relating thereto.
  - B. Licensee shall maintain all its books, documents, and records relating to this License during the contract period and for three (3) years after the final date.
  - C. The books, documents, and records of Licensee in connection with this License shall be made available to the County Auditor, County's Director of Human Relations and the County department administering this License for inspection and audit within ten (10) days after the request is made.

---

**Sec. 19. Headings; Construction of License.** The headings of each section of this License are for reference only. Unless the context of this License clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this License and any incorporated Attachments, the provisions of this License shall control.

**Sec. 20. Merger.** This License, including any referenced Attachments, constitutes the entire License between County and Licensee with respect to this subject matter, and supersedes all prior agreements between County and Licensee with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this License.

**Sec. 21. Modification.**

- A. Unless stated otherwise in this License, no provision of this License may be waived, modified or amended except by written amendment signed by County and Licensee.
- B. No act, conversation or communication with any officer, agent or employee of County, either before or after the execution of this License, shall affect or modify any term or terminology of this License and any such act, conversation or communication shall not be binding upon County or Licensee.

**Sec. 22. Severability of Provisions.** Except as specifically provided herein, all of the provisions of this License shall be severable. In the event that any provision of this License is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this License shall be valid unless the court finds the valid provisions of this License are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this License could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**Sec. 23. Binding Effect.** This License shall be binding upon the County and Licensee and their successors in interest.

**Sec. 24. Representations and Warranties.** County and Licensee each certify that it has the power and authority to execute and deliver this License, to use the funds as contemplated hereby and to perform this License in accordance with its terms.

**Sec. 25. Signage.** All educational and indication signage shall be provided by Licensee. County reserves the right to approve or deny all signage prior to fabrication.

**Sec. 26. Planting Plan.** All plants and seeds used for planting shall be provided by Licensee. Licensee shall provide written list by parcel for review and approval by the County. County reserves the right to approve or deny, in writing, all plants and seeds prior to planting.

IN WITNESS WHEREOF, the undersigned authorized party representatives hereby execute this Agreement effective as of the date first written above.

**Licensee:**

Monarchs on the Move

I hereby certify that I have authority to execute this document on behalf of Licensee

**County:**

Jackson County, Missouri

By: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit A  
Little Blue River

179.4 acres  
from Approx. 22186 E Blue Mills Rd  
to Approx. 5639 NW Lee's Summit Rd



Exhibit B  
Hayes Park

4.9 acres  
249 Santa Fe St., Sibley, MO 64088

B

4.9



Exhibit C  
Fort Osage

9 acres  
107 Osage St., Sibley, MO 64088



Exhibit D  
Handball Court

1.1 acres  
4409 Raytown Rd, KC, MO 64129

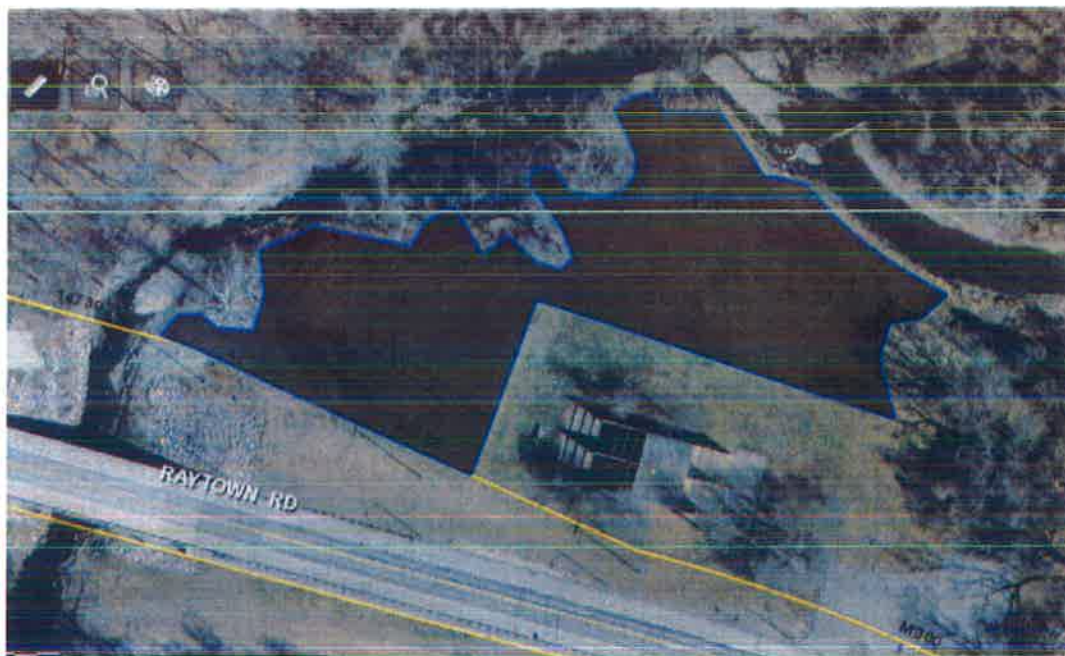


Exhibit E                      5 acres  
Alex George Lake    10831 Blue River Rd, KC, MO 64131

