



FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (hereinafter "Agreement") is made and entered into this 27th day of February, 2019, by and between THE CITY OF LEE'S SUMMIT, MISSOURI, BY AND THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD (hereinafter "LSPR") and JACKSON COUNTY PARKS AND RECREATION (hereinafter "Jackson County.") WITNESSETH:

WHEREAS, pursuant to the Charter of the City of Lee's Summit, Missouri, the Parks and Recreation Board is empowered with the control of the supervision, improvement, care and custody of parks and recreation activities in the City of Lee's Summit, Missouri; and,

WHEREAS, under the direction of the Parks and Recreation Board, LSPR regularly partners with Jackson County, a political subdivision in the State of Missouri, for the provision of various activities for residents and patrons of the City of Lee's Summit and surrounding communities; and,

WHEREAS, one such series of programs provides activities for physically and mentally challenged citizens of the community, said programs being sponsored by Jackson County and held at LSPR facilities, which represents a cost effective and efficient use of public funds and resources; and,

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,

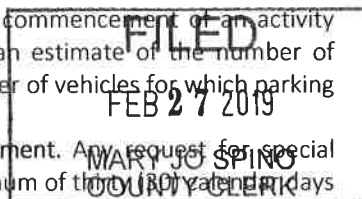
WHEREAS, LSPR and Jackson County agree that joint cooperation and partnership of programs and use of facilities and grounds, represents a cost effective and efficient use of public funds and lands; and,

WHEREAS, LSPR and Jackson County desire to enter into a formal agreement outlining the terms and conditions associated with a partnership for such programming for the 2019 year.

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

Section One: Facilities, Services and Activities

1. **Facility.** LSPR agrees to provide accommodations to Jackson County for the activities described herein at Harris Park Community Center or, if the facility is unavailable, at the sole discretion of LSPR, another facility capable of accommodating the activity to be held. The facility accommodations to be provided by LSPR shall include preparation and set up of any courts, rooms, or other needs of the activity. LSPR further reserves the right to reschedule an activity authorized under this Agreement for usage of the facility by LSPR or for other emergency or urgent needs, at the discretion of LSPR. In the event of a reschedule for this purpose, LSPR agrees, to the extent possible, to provide a minimum of twenty four (24) hours' notice to Jackson County.
2. **Activities.** For the term of this Agreement, LSPR agrees to provide accommodations for Basketball, Volleyball and Dance special population programming offered by Jackson County.
3. **Schedule.** Prior to October 1 of each year, Jackson County shall provide a proposed schedule of activities for the upcoming calendar year to LSPR for consideration. LSPR will review the schedule and advise Jackson County of any conflicts or concerns with the accommodations requested. LSPR and Jackson County shall cooperate to prepare a mutually agreeable final calendar of activities for the upcoming calendar year no later than December 1 of each year for the term of this Agreement.
4. **Fees.** LSPR agrees to waive any rental fees against Jackson County which would typically be assessed for the uses described herein for the term of this Agreement.
5. **Event Participation Estimates.** At least ten (10) calendar days prior to the commencement of an activity authorized under this Agreement, Jackson County shall provide to LSPR an estimate of the number of participants and spectators for the event, including an estimate of the number of vehicles for which parking is needed.
6. **Request for Additional Equipment or Accommodations; Provision of Equipment.** Any request for special equipment for a particular activity must be made by Jackson County a minimum of ten (10) calendar days





in advance of the activity's scheduled start date. LSPR will exercise its' best efforts to accommodate any request for additional equipment. In the event that Jackson County wishes to provide its' own equipment for an activity or event, it shall notify LSPR at least fourteen (14) calendar days in advance in order to allow LSPR to ensure the equipment is acceptable for use at the facility.

Section Two: Responsibilities of Jackson County

1. **Parking at LSPR Facilities.** Jackson County will strictly regulate the parking of vehicles. Parking attendants shall be provided by Jackson County and coordinated with the LSPR Inclusion Coordinator or his or her designee for the duration of the activities authorized under this Agreement. No parking is permitted on outer roads and service drives. Violators will be towed at owner's expense. Jackson County shall not charge a parking fee without the prior written authorization of LSPR.
2. **Condition of LSPR Facilities.** Jackson County agrees that it will not alter or in any way cause to be altered LSPR property, unless prior written consent has been granted by LSPR to Jackson County.
3. **Adherence to Rules and Regulations.** Jackson County agrees to abide by all facility and LSPR rules and regulations are followed and agrees to enforce or assist LSPR in the enforcement of said rules and regulations with regard to the activities authorized in this Agreement.
4. **Damage to LSPR Facilities or Equipment.** Jackson County shall be responsible for reimbursing LSPR for the cost of replacement or repair of any LSPR property or equipment damaged through the negligence of or the acts or actions of participants or spectators of the events and programs authorized under this Agreement.
5. **Event Control.** Jackson County shall be responsible for the events authorized under this Agreement, and shall take all steps necessary to prevent the violation of facility regulations, City ordinances, park rules or regulations, or any act or action that might be detrimental to LSPR, its Board, facilities, patrons, volunteers, employees, guests. Such regulations and ordinances shall include, but are not limited to: use of tobacco in the parks, prohibition of food and beverages on gymnasium floors or restrooms, prohibition of alcohol on LSPR premises without applicable permits, and the adherence to all applicable fire codes, including parking and occupancy requirements. Jackson County shall ensure that a representative of Jackson County who is responsible for event control and has authority to enforce rules and regulations related to the activity is on site at all times during the provision of activities authorized under this Agreement.
6. **Unsafe Conditions.** Decisions regarding the safety of holding or continuing to hold an activity or event as authorized under this Agreement shall be the sole responsibility of Jackson County. Jackson County shall immediately notify LSPR of any unsafe conditions observed with regard to LSPR's facilities or equipment.
7. **Participant Safety.** Jackson County will be solely responsible for providing participant safety, supervision, and first aid supplies it deems necessary in connection with the activities authorized under this Agreement. LSPR does not provide on-site emergency medical care or any vehicle for emergency medical transportation.
8. **Clean Up.** Jackson County shall be responsible for returning facilities and grounds to their original condition upon completion of the activity or event. This shall include, but is not necessarily limited to bagging trash, removing all food or containers, setting out trash, and dry and wet mopping as needed.

Section Three: General Conditions

1. **Term.** The Term of this Agreement shall be from January 1, 2019 to December 31, 2019, and shall be eligible for up to two (2) additional one (1) year renewal terms. In the event that Jackson County desires to renew this Agreement, it shall submit to LSPR its' intent to renew no less than thirty (30) days prior to the natural expiration of this Agreement.
2. **Termination.** Either party has the right to terminate this Agreement prior to the natural expiration of the same by providing written notice to the other party not less than fourteen (14) days prior to the intended date of termination.
3. **Insurance.** 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 officers, agents, employees, volunteers, guests, invitees, or participants. 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. Jackson County 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.

- 4. **Governing Law.** This Agreement shall be deemed to have been made within the County of Jackson, State of Missouri, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Missouri and before the Courts of Missouri in the County of Jackson.
- 5. **Severability.** In the event any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced, all other terms, provisions, and conditions of this Agreement shall nevertheless remain in full force and effect.
- 6. **Waiver.** Any waiver by LSPR or Jackson County of any of the covenants, conditions, or agreements herein contained shall not be construed as a waiver of any subsequent breach or violation of this Agreement.
- 7. **Assignment.** This Agreement may not be assigned by either LSPR or Jackson County without the prior, written consent of the non-assigning party.
- 8. **Entire Agreement.** This Agreement contains the entire agreement with respect to the matters herein described, and there are no terms, conditions, promises, understandings, or statements, express or implied, concerning the same. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon LSPR or Jackson County unless reduced to writing and signed by both LSPR and Jackson County.

IN WITNESS WHEREOF, the parties hereunto set their hand(s) as of the date and year first written above.

Michele Newman
Jackson County

Joseph D. Snook
LSPR

Director
Title

Joseph D. Snook, CPRP
Administrator of Parks & Recreation

Michele Newman
Printed Name

1-28-19
Date

2-6-19
Date

FILED
FEB 27 2019
MARY JO SPINO
COUNTY CLERK

APPROVED AS TO FORM:
Jacqueline Comiskey
Superintendent of Legal Services & Human Resources/Staff Attorney

APPROVED AS TO FORM
Joseph P. Hill
County Counselor

ATTEST:
Mary Jo Spino
Clerk of the County Legislature