

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an agreement with the Independence Chamber of Commerce for the use of the County's parking lots and property located in and around the Independence Square, for the Santa-Cali-Gon Days Festival, at no cost to the County.

RESOLUTION NO. 19533, July 24, 2017

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Independence Chamber of Commerce has requested the use of the County's parking lots located at Kansas and Osage and 315 N. Main for the Santa-Cali-Gon Days Festival to be held September 1 through September 4, 2017 on the historic Independence Square; and,

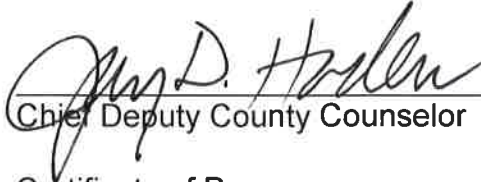
WHEREAS, the Director of Public Works recommends the approval of this request, with specific contingencies including a certificate of liability insurance and restoration of the parking lots and grounds surrounding the Historic Truman Courthouse to their original condition (free of debris and in good repair) no later than 7:00 a.m. on the first business day following the event; and,

WHEREAS, this approval 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 request of the Independence Chamber of Commerce be and hereby is approved and that the County Executive is hereby authorized to execute the attached agreement with the Independence Chamber of Commerce.

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. 19533 of July 24, 2017, was duly passed on July 24, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

7.24.17
Date


Mary Jo Spino, Clerk of Legislature

JUL 17 2017

Res. 19533

COOPERATIVE AGREEMENT

A COOPERATIVE AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and **THE INDEPENDENCE CHAMBER OF COMMERCE**, 210 West Truman Road, Independence, MO 64051, hereinafter referred to as "the Chamber."

WITNESSETH

WHEREAS, the Chamber desires to use the County's parking lots and Historic Truman Courthouse grounds for Santa-Cali-Gon Days; and,

WHEREAS, these events are open to all residents in the unincorporated areas of the County and those residents of the other cities in Jackson County, Missouri; and,

WHEREAS, the parties agree to be bound by the terms and conditions set forth in this Agreement; and,

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

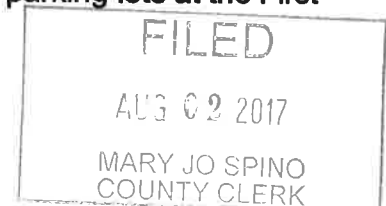
1. **Services.**

a. Chamber shall be entitled to use the County's parking lots:

i. The lot located at Kansas and Osage Streets in Independence, Missouri from Monday, August 28, 2017, through Wednesday, September 6, 2017.

ii. The lot located at 315 N. Main (MyArts Building) in Independence, Missouri starting after 5 p.m. on Friday, September 1, 2017, through Monday, September 4, 2017.

b. County Associates shall have permission to use the parking lots at the First



Christian Church, located at 125 S. Pleasant, Independence, MO, and at the Masonic Temple, located at 120 S. Pleasant, Independence, MO, beginning at 6 p.m. Monday, August 28, 2017, through 6 p.m., Friday, September 1, 2017, and from 12:01 a.m. Tuesday, September 5, 2017, to 6 p.m. on Wednesday, September 6, 2017.

c. During the week of August 28, 2017, representatives from the County and Chamber shall walk the parking lots and Historic Truman Courthouse grounds.

d. The Chamber agrees to power wash the Historic Truman Courthouse steps, sidewalks, and retaining walls, using an environmentally friendly de-greaser/soap detergent before Monday, September 11, 2017.

e. The Chamber agrees to return the parking lots and Historic Truman Courthouse grounds to the County in the as-good-as condition, as it existed before the event. Chamber shall be responsible for all clean-up and repair to parking lots and lawns as necessitated by their use. Said repairs shall be completed no later than Monday, September 11, 2017.

2. **Payment.** The use of the parking lot shall be granted to the Chamber free of charge as the events are of use and benefit to the citizens of Jackson County, Missouri.

3. **Insurance.** Chamber agrees that it or its agent will maintain liability insurance at its expense. This Certificate of Liability Insurance is to be issued by an insurance company, licensed to do business in the State of Missouri and acceptable to County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage. Chamber shall provide proof of insurance prior to each event.

4. **Term.** The term of this Agreement shall commence August 1, 2017, and continue through September 30, 2017.

5. **Default.** If Chamber shall default in the performance or observation of any term or condition herein, the County shall give Chamber ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, the County may at its election terminate the contract. Said election shall not in any way limit the County's right to sue for breach of contract.

6. **Remedies for Breach.** Chamber agrees to faithfully observe and perform all of the term, provisions and requirements of this Agreement, and Chamber's failure to do so shall constitute a breach of this Agreement and in such event, Chamber consents and agrees as follows:

(1) The County may without prior notice to Chamber immediately terminate this Agreement; and,

(2) The County may seek any available remedy and may collect from Chamber all cost incurred by the County as a result of said breach, including reasonable attorney's fees, costs and expenses.

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

8. **Indemnification.** Chamber shall compensate County for any damage to County property due to any breach of contract or tortious conduct by Chamber or its agents, its officers, agents, employees, contractors or subcontractors on the County's premises. Chamber shall indemnify, save harmless and defend County from and against any and all

liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which it may hereafter incur, become responsible for or pay out, which was caused, in whole or in part, by Chamber's or its agents breach of any term or provision of this agreement, or any negligent act or omissions or willful act of Chamber, its officers, agents, employees, contractors or subcontractors.


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

10. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Cooperative Agreement as of the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor



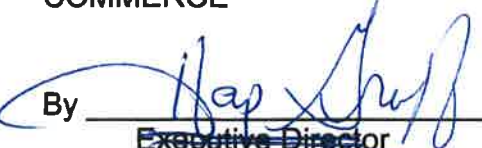
Frank White, Jr.
County Executive

ATTEST:

INDEPENDENCE CHAMBER OF
COMMERCE



Mary Jo Spino
Clerk of the Legislature

By 

~~Executive Director~~
President/CEO