

COOPERATION AND USE AGREEMENT

O. 2089

THIS AGREEMENT, made and entered into on this 1st day of May, 1992, by and between Jackson County, Missouri, (hereinafter referred to as the "County") and the Longview Horse Park Association, Inc., a Not-for-Profit Missouri Corporation (hereinafter referred to as "the Association").

WITNESSETH:

WHEREAS, the parties desire to plan, develop, and maintain an equestrian horse park center in the area of Longview Park, to allow citizens, groups, and equestrian clubs to pursue horse-related activities, and pledge their cooperation to one another for this purpose.

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

1. Premises.

The parties agree to cooperate in the planning, development, improvement, operation, and use of that part of the County's Longview Lake Park known as the Longview Horse Park, hereinafter referred to as "the Horse Park," as is more particularly described in the maps attached hereto as Exhibit A.

2. Capital Improvements.

The Association may construct capital improvements on the Horse Park, according to plans approved in writing by the County's Parks and Recreation Department. For calendar year 1992, the County will provide the Association the sum of \$10,000, to be used to construct horse barns on the Horse Park. Any further capital funding to be provided by the County is subject to negotiation in future years. The Association will submit to the County an annual report on or before each anniversary date of this Agreement which report shall set forth in detail all expenditures made by the Association of funds provided to the Association by the County pursuant to this Agreement. Any capital improvements to the Horse Park to be constructed by the County must be approved by the Association. All capital improvements to the Horse Park shall become the property of the County upon their completion.

3. Term.

The term of this Agreement shall be for three (3) years beginning on the 1st day of April, 1992, and ending on the 31st day of March, 1995. The parties agree that they shall have the option to renew this Agreement, in increments of three (3) years each, for a total period of twenty-four (24) years, upon terms and conditions satisfactory to both parties, by mutual agreement.

4. Operations.

The County will provide for operational services to include picnic tables, refuse service, maintenance of roads, parking lots, grounds, restrooms, facilities, and trails, and security, at the same level as in the County's other parks. Operational services and improvements by the County are subject to annual budget approval and cannot be committed to in this Agreement. However, the County agrees to make a good faith effort to obtain necessary funds for the proper operation of the Horse Park.

5. Scheduling.

The County will schedule all equestrian events and programs at the Horse Park for a user fee to be collected by or turned over to the County. A fee schedule is attached hereto as Exhibit B. Preference and priority will be given to horse-related events.

The Association's member events will receive a 30-day advance reservation period at the beginning of each year prior to general public scheduling.

6. Meetings.

The County agrees to hold monthly meetings to update and receive input from the Association on equestrian interests. All members of the Association, the general public, and community equestrian enthusiasts are welcome at these meetings. The County agrees to notify the president of the Association of such meetings and the Association agrees to have a representative at each meeting. Further, the Association shall hold quarterly board meetings and agrees to notify the Director of the County's Parks and Recreation Department of these regular meetings. The County agrees to have a representative present at such meetings.

7. Indemnity.

The Association agrees to indemnify and hold harmless the County from any and all damage, loss, or liability of any kind whatsoever, occasioned by or because of any act or omission, negligence, or wrongdoing of the Association or any of its agents, representatives, assignees, or employees in the execution of this Agreement, and the Association at its own cost and expense will defend and protect the County against any and all such claims and demands. In furtherance of this obligation, the Association agrees to obtain and keep in force at all times during the term of

this Agreement a liability insurance policy with limits of at least \$1,000,000 per claim, covering all of the Association's operations at the Horse Park. Said policy shall name the County as an additional insured. It is further agreed that the County will indemnify and hold harmless the Association from any and all damage, loss, or liability, but only as to claims or demands that may be actionable against the County under § 537.600, RSMo 1986, which may be occasioned by or because of any act or omission, negligence or wrongdoing of the County or any of its agents, representatives, assigns, or employees, and the County at its own cost and expense will defend and protect the Association against any and all such claims and demands, but only as to such claims or demands as may be actionable against the County under § 537.600, RSMo 1986.

8. Condition Precedent.

This Agreement shall be subject to all of the terms and conditions of Lease DACW41-1-85-280, between the United States of America and the County. This Agreement may be terminated by the County without notice if the terms and conditions of the Lease are not followed by the Association.

JACKSON COUNTY, MISSOURI

APPROVED AS TO FORM:

Thomas M. Larson

Thomas M. Larson,
County Counselor

By

Marsha J. Murphy
Marsha J. Murphy,
County Executive

LONGVIEW HORSE PARK ASSOCIATION,
INC.

ATTEST:

Mary J. Drozda
Clerk of the County Legislature

By

Title

James L. Bain
President

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$10,000⁰⁰ which is hereby authorized.

April 27, 1992
Date

Dean A. Dora
Manager Division of Finance
014-275-9045-1790