

HARVEST OF CROPS AGREEMENT

THIS AGREEMENT entered into this 16th day of April, 2012, by and between **JACKSON COUNTY, MISSOURI**, (hereinafter "County") and **L.E. MONTGOMERY**, 10215 Gibson, Lone Jack, MO 64070, (hereinafter "Montgomery").

WHEREAS, County owns certain tracts of real property located within and as parts of Monkey Mountain Park; and,

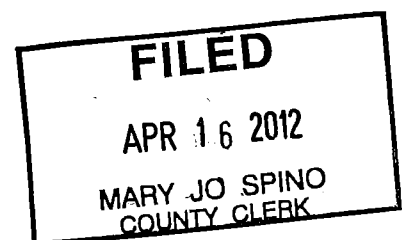
WHEREAS, by Invitation to Bid No. 17-12, County has opened bids for lease of the above lands to parties wishing to seed and harvest a variety of crops; and,

WHEREAS, Montgomery has submitted the best bid for lease of the property at Monkey Mountain Park, and both parties seek to formalize their agreement through this document; and,

WHEREAS, by Resolution 17860, dated March 19, 2012, County awarded a lease to Montgomery on Bid No. 17-12 and authorized its Director of Finance and Purchasing to execute the documents necessary to the accomplishment of the award; and,

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

1. County shall permit Montgomery to use tracts of land located at Monkey Mountain Park, and more specifically identified in Invitation to Bid No. 17-12, for an eight-year term running from the date of this agreement's execution to December 31, 2019 for the harvesting of row crops as set out in Montgomery's response to Invitation to Bid No. 17-12, dated February 12, 2012, which is attached hereto as Exhibit A and incorporated



herein by reference.

2. All other activities of Montgomery shall be governed by the Jackson County Code.
3. Montgomery shall pay to County the annual total sum of \$7,206.00 to be paid from the proceeds of the sale of crops under this lease.
4. During the tenure of this lease, Montgomery shall use said property only for the herein designated purpose. Montgomery shall at all times maintain the property in good condition and shall avoid practices detrimental to the value of said property.
5. Montgomery shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind nor in any manner change the contour or condition of this property under the contract.
6. Montgomery shall not cause or permit the construction or location of any structure on the premises without prior written consent from the Director of the Parks and Recreation Department.
7. Each payment shall be in the form of a certified or cashier's check payable to Jackson County, Missouri.
8. Each payment shall be made on or before December 1 of each harvest year. Failure to remit any payment on the corresponding due date shall constitute breach of the Agreement unless written permission has been given prior to the due date by the Director of Parks and Recreation for late remittance of payment.
9. The County shall not be liable for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises by Montgomery. Montgomery shall indemnify County for any such damages.

10. Montgomery shall be liable for any damage that may be caused to County property by the activities of Montgomery, and shall exercise due diligence in the protection of all improvements and other property of the County which may be located on the premises.

11. Either the County or Montgomery may terminate this Agreement by giving thirty days' written notice to the other party. If Montgomery shall terminate this Agreement and termination is not the result of a breach of said Agreement, Montgomery shall be entitled to harvest, gather and remove his crops planted on said premises or, at the discretion of the County, may allow Montgomery reasonable compensation in lieu thereof for Montgomery's crops. If all or a portion of the crops remain unharvested at the time of such a termination, Montgomery's compensation will be determined by a formula approved by the Director of Parks and Recreation.

13. In the event Montgomery terminates this Agreement prior to the expiration date hereof it shall be in the sole discretion of the County to determine if Montgomery shall be entitled to any part of crops on premises, or reasonable compensation for same.

14. The term of this Agreement may be extended by written agreement between the parties, under such additional or changed conditions as may be agreed to.

15. The Director of Parks and Recreation of Jackson County shall serve as Agreement Administrator for the County, and shall be the person to whom any notices pursuant to this Agreement shall be sent.

16. The waiver or modification by any party hereto of any term or condition hereof shall not void, waive or modify any other term or condition hereof. The failure of any party to insist, in any one or more instances, upon the performance of any term of this

Agreement shall not be construed as a waiver or relinquishment of such party's right to such performance or to future performance of such term.

17. On or before the date this Agreement's term expires or its termination by the County, Montgomery shall vacate the stated premises, remove the property of Montgomery therefrom, and restore the stated premises to a condition satisfactory to the County, damages beyond the control of the bidder and due to fair wear and tear excepted.

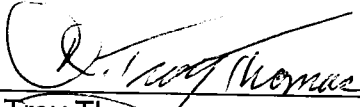
18. Montgomery takes the property subject to easements of record.

19. This Agreement, together with Invitation to Bid No. 17-12 and Montgomery's response thereto, incorporates the entire understanding and agreement of the parties.

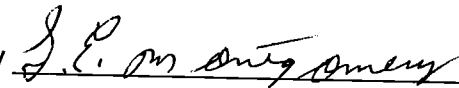
(Signature page to follow)

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

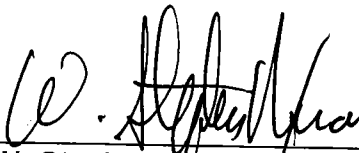
JACKSON COUNTY, MISSOURI

By 
Q. Troy Thomas
Director of Finance and Purchasing

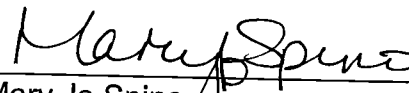
L.E. MONTGOMERY

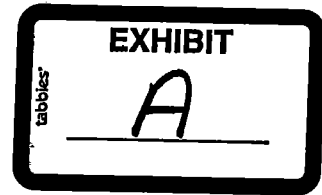
By 
FED ID 43-166-4839
Federal I. D. Number or
Social Security Number

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

ATTEST:

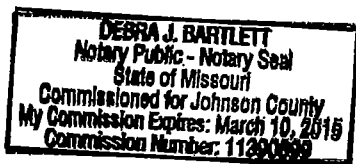

Mary Jo Spino
Clerk of the Legislature



QUOTATION

NO	LOCATION	HAY	CROP
1.	Little Blue Trace, ± 85 Acres	\$ no Bid	N/A
2.	Landahl Park Reserve, ± 200 Acres	\$ no Bid	N/A
3.	Monkey Mountain Nature Reserve, ± 120 Acres	N/A	\$ 7206 ⁰⁰
4.	Fleming Park, Blue Springs Lake, ± 109 Acres	\$ no Bid	N/A
5.	Fleming Park, Lake Jacomo, ± 202 Acres	\$ no Bid	N/A
6.	Blue & Gray Park Reserve, ± 268 Acres	N/A	\$ 13400 ⁰⁰
7.	Longview Lake, ± 266 Hay Acres, ± 202 Crop Acres	\$ no Bid	\$ 2222 ⁰⁰
8.	TMC Farm Ground, ± 54 Acres	N/A	\$ 100 ⁰⁰

SIGNATURE: <i>L E Montgomery</i>	DATE: 2/12/2012
NAME: <i>L E Montgomery</i> (Print or Type)	PHONE: 016 697 2762
TITLE: <i>owner</i> (Print or Type)	CELL: 016 589 2348
COMPANY NAME: <i>L E Montgomery</i> (Print or Type)	FAX:
EMAIL ADDRESS: (Print or Type)	
WEB ADDRESS: (Print or Type)	



Debra J. Bartlett
 2-13-2012



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

INVITATION TO BID NO. 17-12

ISSUED: January 13, 2012

7 1 OF 36

*L.C. Montgomery
Ined Affidavit*

Jackson County, Missouri is seeking bids for
throughout the Parks & Recreation Department

CROP LEASE for several parcels located

Enclose your proposal in a sealed envelope
and deliver it to the Office of the
Courtroom, 415 East 12th Street
bid will be **REJECTED**. The
Conference Room, Second Floor.

written on the face of the envelope
Second Floor, Jackson County
January 15, 2012, otherwise your
January 15, 2012, in the Dutch Newman

Disabled Persons wishing to participate
Purchasing Department at 881-3267 or 1-800-

accommodation may call Jackson County
your notice is required.

Point of Contact for this Invitation to Bid is
tballard@jacksongov.org as detailed under General

all questions must be emailed to the Buyer @
address of this Invitation to Bid.

By submitting a Proposal, you offer to enter into a Contract
following the Response Deadline indicated above.

and your offer is not revocable for Ninety (90) Days.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder; and (2) to reject any or all offers.

Your returned Bid MUST include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 2, fully executed and notarized; (2) Compliance: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Pages 3 and 4 hereof, must be fully completed and signed by you OR if you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to completed this report OR attach a current certificate may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 5 and 6 hereof, fully completed and signed; (5) Receipt of Addendum, Page 8, completed and signed; (6) the Statement of No Bid, Page 7 hereof, if you do not intend to submit a bid; and, (7) the Respondent's Exceptions, Page 19, completed and signed by you.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Bidder's response to Items 1, 2, 4, 5, 6, and 7. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Bidder or the Bidder's bid will be deemed NON-RESPONSIVE.

PLEASE NOTE: The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 10 and Exhibit A, Page 18 of this Invitation to Bid.

Q. TROY THOMAS
Director of Finance and Purchasing

**JACKSON COUNTY, MISSOURI
COMPLIANCE REVIEW FORM**

Report Date: _____ (All reports expire annually on December 31st)

DIRECTIONS FOR COMPLETION:

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3467.

Mail/Fax or Email reports to:
Tom Wyrsh
Contract Compliance Review Director
415 East 12th Street - 2nd Floor
Kansas City, Missouri 64106
EMAIL: cro@jacksongov.org
FAX: (816) 881-1223

1. COMPANY DESCRIPTION:

Name of Company LE MONTGOMERY
Street Address 10215 SOUTH GIBSON RD
City LONE JACK State MO Zip 64070
Email Address: _____
Website Address: _____
Area Code 816 Telephone Number 697 2762
Representative Name LE MONTGOMERY

2. COMPANY STATISTICS:

- A. Total number of Employees 2
- B. Total Number of Employees who are:
- 1. Women _____
 - 2. Hispanic _____
 - 3. Black _____
 - 4. Asian _____
 - 5. American Indian _____
 - 6. Other _____

YES NO N/A

3. Has your company advertised for applicants since your report? _____
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement

4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? _____
If so, please attach a detailed report of such efforts

5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?
If so, please attach a narrative of such efforts. _____

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes No (Check one)

If Yes, Explain:

List Completed Contracts within the Past Three Years, Including Amount of Each:
 monkey mtn PARKS - 5579 00 \$
 Longview PARK - 611 00 \$
 WEBSTER - 4615 00 \$
 CITY OF LEE SUMMIT - 1822 00 \$

List of Current Contracts, Including Amount of Each:
 UNITY VILLAGE
 Lone JACK FARM - 7300 00 \$
 LEE SUMMIT FARM - 2900 00 \$
 OELASE - 5400 00 \$
 MISSOURI DEPARTMENT CONSERVATION
 11,743 00 \$
 CROSS - 5000 00 \$
 Brown - 2500 00 \$
 McMULLIN - 11000 00 \$
 SUTCLIFF 1920 00 \$

Customer Reference (state name, address, and phone number):

List each subcontractor you plan to use if awarded the contract. If no, so state.

SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE
no			

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):

DBE STATUS Indicate status claimed:

- 1. Minority Owned Business (MBE) YES ___ NO ___
 African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___
- 2. Woman Owned Business (WBE) YES ___ NO ___
- 3. Small Business YES ___ NO ___

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type): LE Montgomery Title: owner
 Signature: [Signature] Date: 2/12/2012

DEBRA J. BARTLETT
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for Johnson County
 My Commission Expires: March 10, 2016
 Commission Number: 11390899

[Signature]

STATEMENT OF NO BID

TO: Jackson County Purchasing Department
Jackson County Courthouse
415 East 12th Street, Room G1
Kansas City, MO 64106

NOTE: Please use the enclosed return envelope when returning this page.

We, the undersigned, have declined to submit a bid in response to the above Invitation To Bid for the following reasons(s):

_____ Specifications too "tight", i.e., geared toward one brand or supplier.

_____ Insufficient time to respond to the bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ We are unable to meet specifications.

_____ We are unable to meet bond requirements.

_____ Specifications are not clear (explain).

_____ We are unable to meet insurance requirements.

_____ Remove us from your list for this commodity or service.

_____ Other (explain). _____

REMARKS _____

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Invitation To Bid unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation To Bid. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a response to a bid; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Response to Bid:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the specified time of opening.
2. **Completeness:** All information required by the Invitation To Bid must be supplied to constitute a proper bid. Respondents shall not alter the Invitation To Bid documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the invitation in the form requested. The County reserves the right to reject bids with incomplete information or which are presented in a form other than that requested in this Invitation To Bid. Bids must be submitted in "hard copy" form. Bids submitted electronically, on computer diskettes, or by FAX will not be considered by the County.
3. **Bids Binding For 90 Days:** Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the bid opening date, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the specifications of this Invitation to Bid must be made in writing and attached as Exhibit F to the bid when it is submitted by the Respondent. The County will consider minor exceptions to its specifications. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Invitation to Bid (ex: comparable manufacturer or alternate bids where allowed by the Invitation to Bid). The County will not consider exceptions to its General Conditions, Forms or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Invitation to Bid shall prevail.
5. **Questions Regarding General Conditions, Special Terms and Conditions, Specifications or any other provision of this Invitation to Bid:** Any information relative to interpretation of General Conditions, Specifications or any other provision of this Invitation to Bid shall be requested of the Purchasing Supervisor, in writing, in ample time before the opening of bids. All questions must be received by the Purchasing Supervisor by **Wednesday, February 8, 2012**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Invitation to Bid which, if issued, will be sent no later than one (1) business day before the date set for opening of bids. Addendums to this Invitation to Bid will be posted on the County's website @ www.jacksongov.org. Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting his proposal that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your bid to be REJECTED.
6. **Multiple Bids:** No Respondent will be allowed to offer more than one bid on each item requested even though he may feel that he has two or more types or styles that will meet specifications. **IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE BID ON ANY ITEM REQUESTED, ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF FINANCE AND PURCHASING.**
7. The County reserves the right to split the award of the bid, to reject any or all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the County. The County shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the Respondent affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation To Bid.
8. **Applicable Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

18. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

19. Foreign Corporations: Firms submitting bids, as corporations which are not incorporated in the State of Missouri must include with their bid a copy of a properly executed Certificate of Authority of a Foreign Corporation authorizing the firm to do business in the State of Missouri.

20. Errors in Bids: Respondent shall be bound by its bid even though the bid is based on an erroneous calculation, and Respondent shall have no right to withdraw its bid after the Response Deadline on the basis of an error in calculation of its bid. Carelessness in quoting prices, or in preparation of bid, will not relieve the Respondent in case of errors. Erasures or changes in bids must be initialed.

21. Omission in Bids: Omission in the bid of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the bid must be in writing and not by omission.

22. No lowest/highest Respondent shall receive a business expectancy merely because his proposal is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

23. Conflict of Interest: Respondent 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 contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

24. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinance and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statues, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statues, Ordinance and Codes together with any costs associated with collection of said damages.

25. Bidder certifies that all goods to be supplied to the County as a result of contracts awarded under this Invitation to Bid were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

26. Fund Allocation: Continuance of any resulting agreement, contract or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

SCOPE OF WORK

Jackson County, Missouri is seeking bids for **EIGHT (8) YEAR HAY/CROP LEASE** for several parcels located through out the Parks & Recreation Department.

All hay/crop leases are for land not actively used for recreation.

Jackson County, Missouri intends to make multiple awards.

BACKGROUND

All hay/crop leases will be in effect from 2012 through 2019 and will terminate on December 31, 2019. The purpose of the Ag Program is to provide land management of fields that are not currently used for recreation. It also provides food for wildlife, while supporting an enterprise for the Natural Resource Division of the Parks & Recreation Department. A standard lease agreement must be executed upon award of this Invitation to Bid. A sample is included herein on pages 20 thru 23.

DUTIES AND OBLIGATIONS

- 1) All bids submitted shall be deemed to have been with full knowledge of all parcels, conditions, and requirements herein. The amount of harvest shall be determined by Bidder(s) prior to submitting your bid response.
- 2) Bids may be submitted for one or any number of parcels. A separate amount **MUST BE** quoted for each location and listed on the Quotation Form. Lump sum bids covering multiple locations will be **REJECTED**.
- 3) The parcels for lease are located within the Jackson County, Missouri Parks & Recreation system throughout the County. For your convenience maps are included herein on pages 25 thru 36 of this Invitation to Bid. All fields have been designated as hay or row crop. The acreage amount shown represents only an approximation of the harvestable hay or crop ground available. The purpose of the maps included herein is to show only the approximate size and location. Maps do not define precisely the limits or the acreage available. Specific aerial photo maps may be obtained from the Farm Service Agency Office.
- 4) The County does not make any guarantee or warranty, expressed or implied, with respect to the land as to quantity, quality, character, condition, size or kind, of that the land is in condition for hay and crops. Each parcel shall be inspected by Bidder(s).
- 5) The County assumes no liability or responsibility due to adverse weather conditions or damage to crops occasioned by domestic animal or wildlife depredation.
- 6) The County shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use of and occupation of the premises by the Successful Bidder(s).
- 7) Upon receipt of authority to proceed, the Successful Bidder(s) assumes responsibility for the care of parcels according to the following specifications:
 - a) Successful Bidder(s) must submit an annual Agriculture Crop Plan, included herein on page 24, no later than March 1st of each harvest year to the Ag Coordinator for review and approval.
 - b) Provide all seed, fertilizers, machinery, and labor necessary to farm the parcel(s). Appropriate amounts of fertilizer must be applied on all acres including those designated to be left in the field for wildlife food and cover.
 - c) Herbicides, insecticides, an fungicides may be used as permitted by applicable federal and state statutes and/or regulations on parcels. Successful Bidder(s) and their employees must comply with all provisions of the U.S. Environmental Protection Agency Worker Protection Standard for handling agricultural chemicals. Prior written approval **MUST BE** obtained from the Ag Coordinator **BEFORE** applying any chemical that includes on the label either the skull and crossbones insignia or the statement "use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CRF Part 170.:

QUESTIONS

All questions regarding this Invitation to Bid must be in writing and emailed as detailed under General Conditions, Item Number Five on Page 9 of this Invitation to Bid. Deadline for questions is **Wednesday, February 8, 2012**. Point of Contact for the Purchasing Department is Teddy Ballard, email address is tballard@jacksongov.org. All questions will be answered in the form of an Addenda and posted on the County's website.

FAILURE TO FOLLOW THIS PROCEDURE MAY RESULT IN THE REJECTION OF YOUR BID.

3. VENDOR'S General Duties.

3.1 During the tenure of this lease, the VENDOR shall use said property only for the herein designated purpose. The VENDOR shall at all times maintain the property in good condition and shall avoid practices detrimental to the value of said property.

3.2 VENDOR shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind nor in any manner change the contour or condition of this property under the contract.

3.3 VENDOR shall not cause or permit the construction or location of any structure on the premises without prior written consent from the Ag Coordinator.

3.4 Each payment shall be in the form of a certified or cashier's check payable to Jackson County, Missouri.

3.5 Each payment shall be made on or before December 1 of each harvest year. Failure to remit any payment on the corresponding due date shall constitute breach of the Agreement unless written permission has been given prior to the due date by the Ag Coordinator for late remittance of payment.

4. Indemnification.

4.1 The COUNTY shall not be liable for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises by the VENDOR. VENDOR shall indemnify COUNTY for any such damages.

4.2 VENDOR shall be liable for any damage that may be caused to COUNTY property by the activities of the VENDOR, and shall exercise due diligence in the protection of all improvements and other property of the COUNTY which may be located on the premises.

Agreement shall not be construed as a waiver or relinquishment of such party's right to such performance or to future performance of such term.

6.3 On or before the date this Agreement's term expires or its termination by the COUNTY, the VENDOR shall vacate the stated premises, remove the property of the VENDOR therefrom, and restore the stated premises to a condition satisfactory to the COUNTY, damages beyond the control of the bidder and due to fair wear and tear excepted.

6.4 VENDOR takes the property subject to easements of record.

6.5 This Agreement together with Attachment 1, incorporates the entire understanding and agreement of the parties. In the event of a conflict between this Agreement and Attachment 1, the provisions of this Agreement shall prevail.

THIS AGREEMENT executed this _____ day of _____, 2012.

JACKSON COUNTY, MISSOURI

HARVESTER

By _____
Michael D. Sanders
County Executive

By _____
VENDOR

Federal I. D. Number or
Social Security Number

APPROVED AS TO FORM:

ATTEST:

W. Stephen Nixon
County Counselor

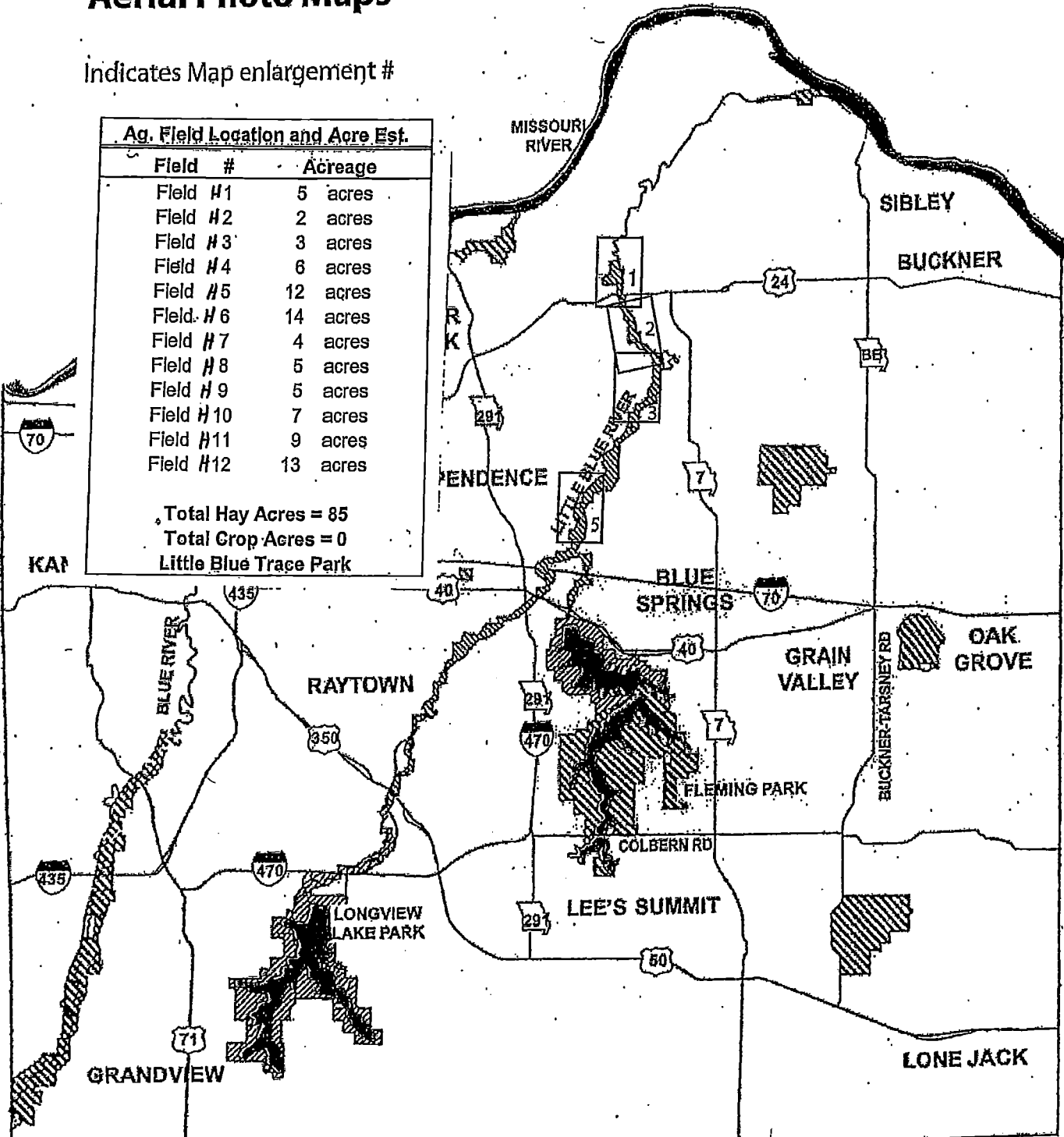
Mary Jo Spino
Clerk of the Legislature

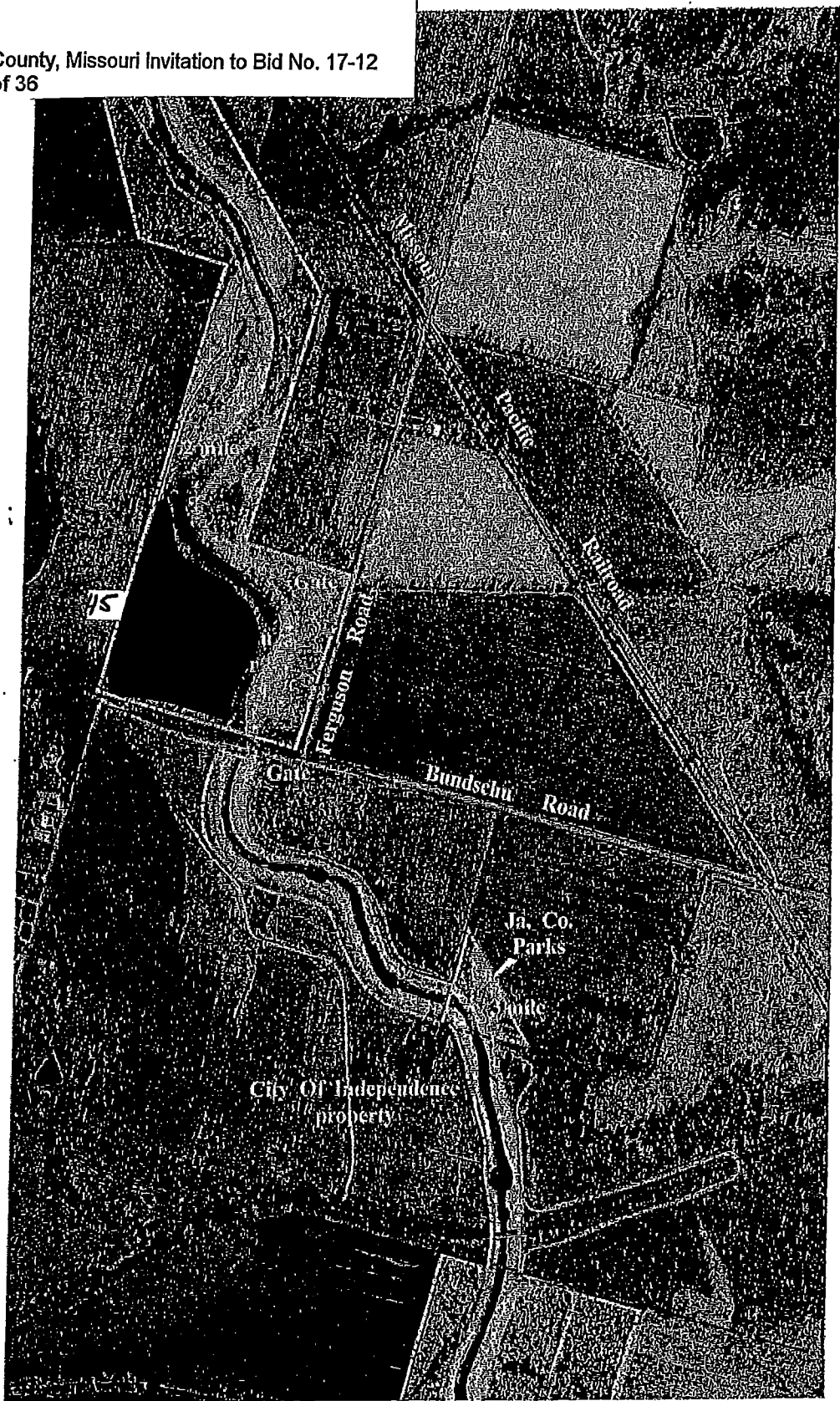
Little Blue Trace Park Aerial Photo Maps

Indicates Map enlargement #

Ag. Field Location and Acre Est.	
Field #	Acreage
Field #1	5 acres
Field #2	2 acres
Field #3	3 acres
Field #4	6 acres
Field #5	12 acres
Field #6	14 acres
Field #7	4 acres
Field #8	5 acres
Field #9	5 acres
Field #10	7 acres
Field #11	9 acres
Field #12	13 acres

Total Hay Acres = 85
 Total Crop Acres = 0
 Little Blue Trace Park



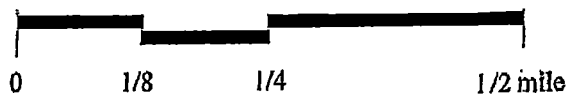


Little Blue Trace

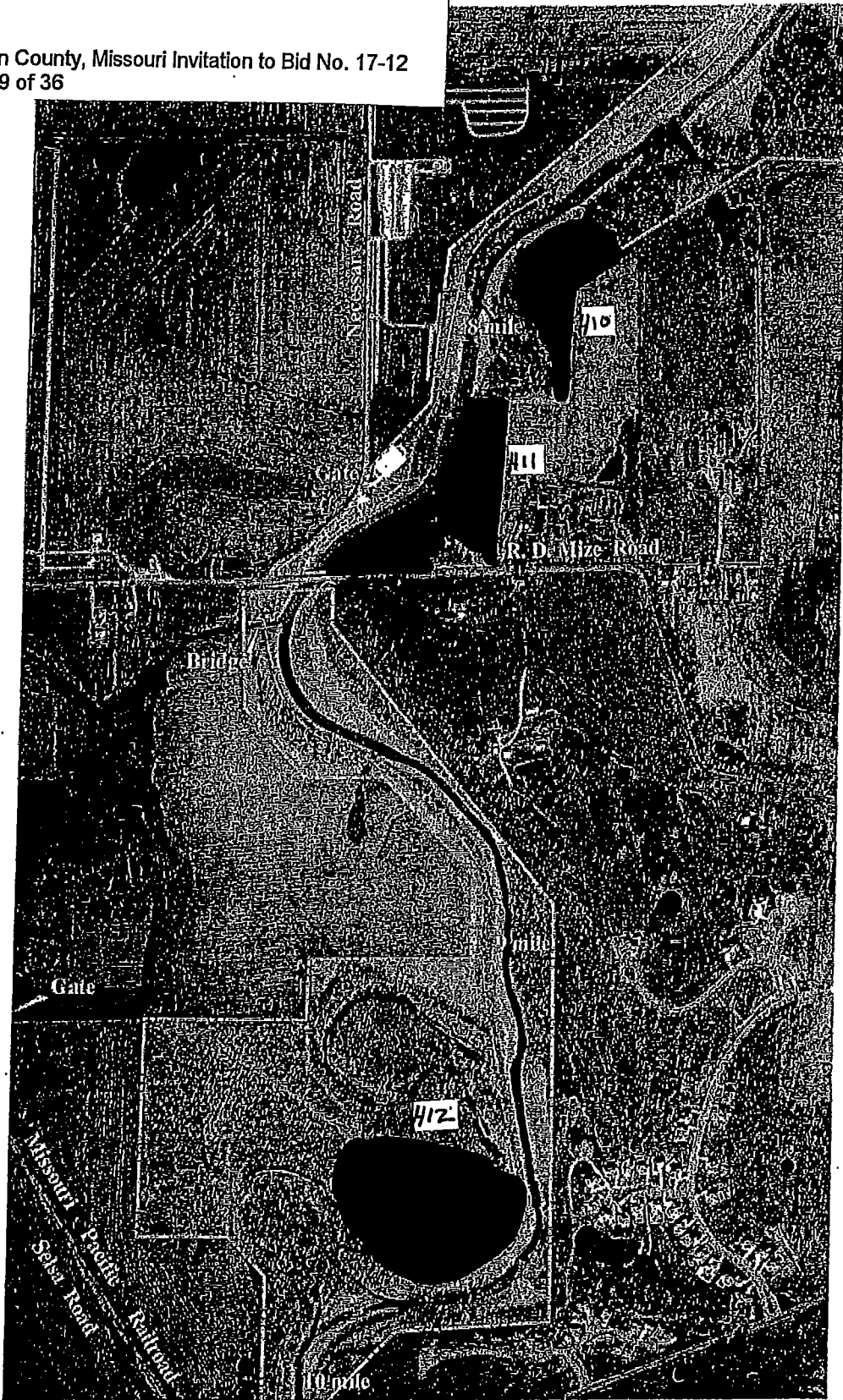
Jackson County Parks and Recreation

Segment #2

Multipurpose Trail




Aerial Dated: Dec. 2001



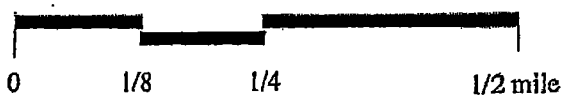
Little Blue Trace

Jackson County Parks and Recreation

Segment #5

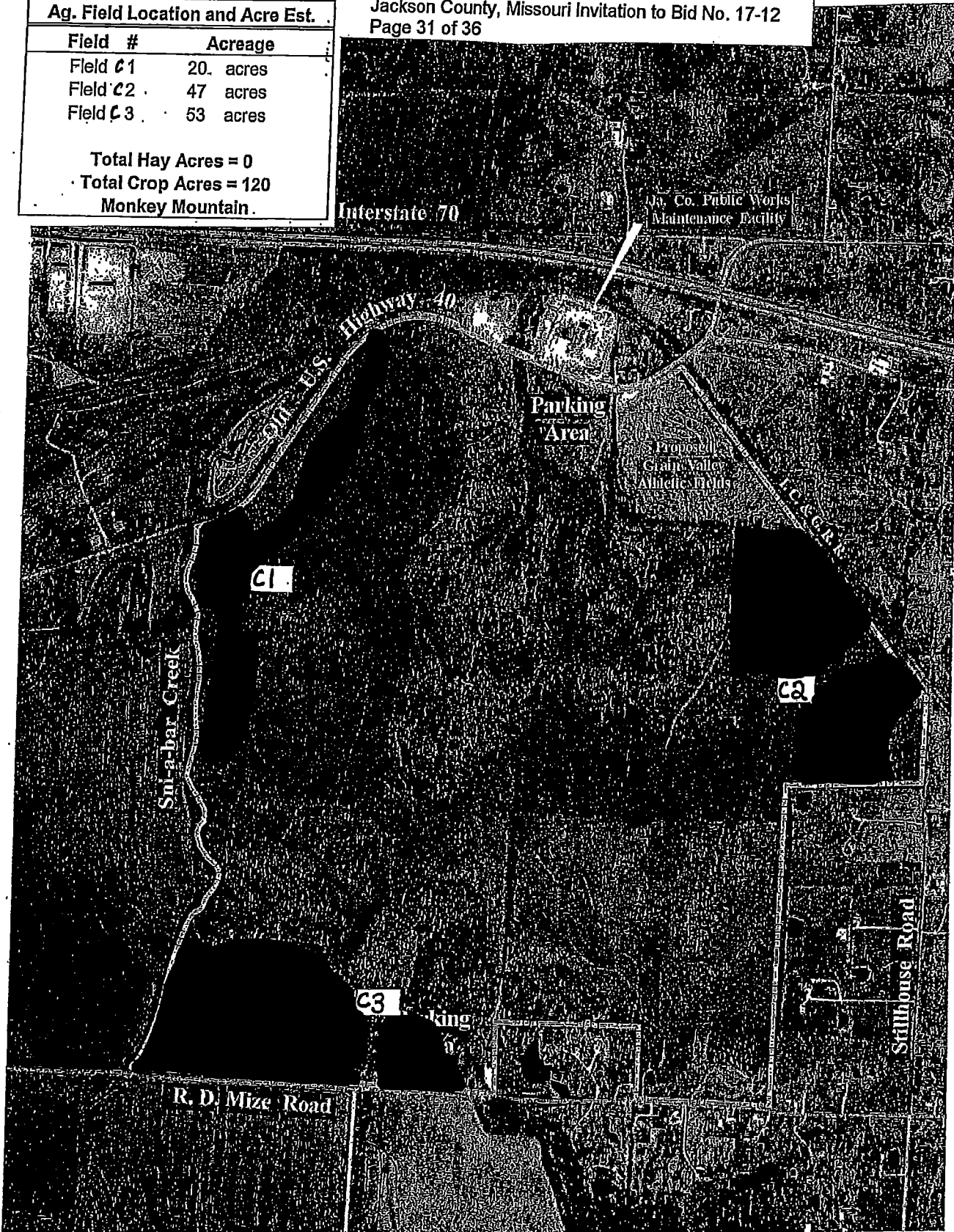
 Multipurpose Trail


North



Aerial Dated: Dec, 2001

Ag. Field Location and Acre Est.	
Field #	Acreage
Field C1	20. acres
Field C2	47 acres
Field C3	53 acres
Total Hay Acres = 0	
Total Crop Acres = 120	
Monkey Mountain.	



Monkey Mountain Park

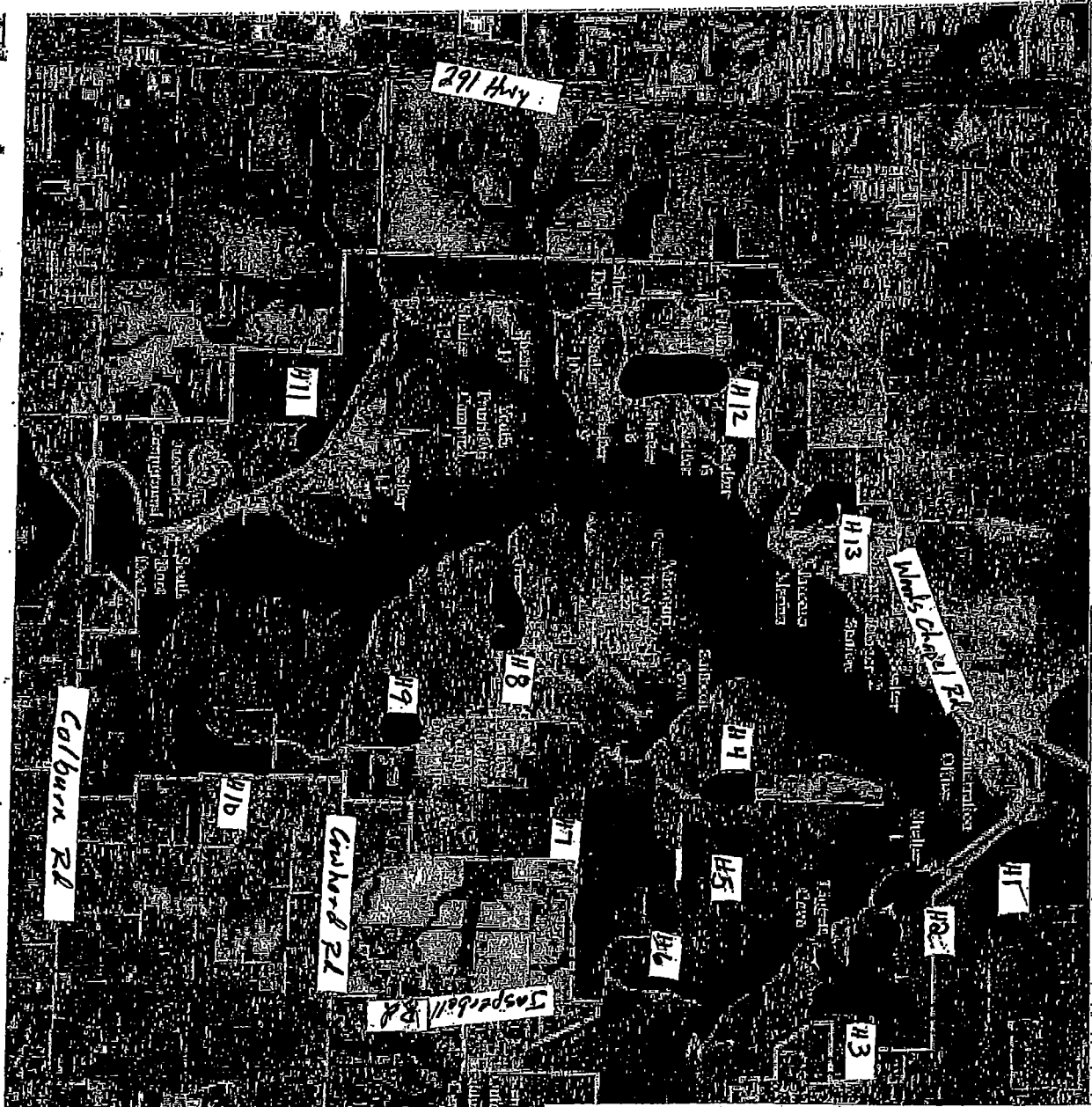
Jackson County Parks and Recreation



Aerial Dated: Dec. 2001

Fleming Park - Lake Jacomo

Jackson County Parks & Recreation



Ag. Field Location and Acre Est.	
Field #	Acreage
Field #1	11 acres
Field #2	10 acres
Field #3	35 acres
Field #4	5 acres
Field #5	14 acres
Field #6	4 acres
Field #7	30 acres
Field #8	14 acres
Field #9	5 acres
Field #10	16 acres
Field #11	11 acres
Field #12	35 acres
Field #13	12 acres
Total Hay Acres = 202	
Total Crop Acres = 0	
Fleming Park - Lake Jacomo	

