

PARK MANAGEMENT AGREEMENT

for

OPPENSTEIN BROTHERS MEMORIAL PARK

THIS PROPERTY MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of 28th day of April, 2023, by and between Jackson County, Missouri, (the "Owner"), and the Downtown Community Improvement District, (the "Manager").

WITNESSETH:

WHEREAS, the Owner is the owner of certain real property commonly known as Oppenstein Brothers Memorial Park located in the City of Kansas City, County of Jackson, State of Missouri (the "Property") described as a public park; and

WHEREAS, the Owner desires to engage the Manager to manage and operate the Property, and the Manager desires to render such management services to the Owner, upon and subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of \$75,000 annual payment, subject to appropriation, from Owner to Manager and agreements set forth below, Owner and Manager agree as follows:

1. Engagement of Manager, Term

Owner engages Manager and Manager agrees to serve as, the sole and exclusive Manager in connection with the Property for the period of three (3) years commencing on the date of full execution of this agreement and upon the terms and conditions hereinafter set forth below.

2. Duties

Manager shall provide the following services with regard to the Property:

(a) Maintenance

1. Supervise and direct the maintenance operation of the Property on behalf of Owner and for Owner, in an efficient and satisfactory manner and to the best of its abilities.
2. Sweep the Property four (4) times each day.
3. Remove trash, debris, including vegetative debris, or any other matter each day.
4. Promptly remove graffiti from any park surface each day.
5. Power wash the Property as needed.
6. Promptly report any repairs needed of capital equipment (water lines, lighting, park benches, trash cans, etc.) to Owner.

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MAY 01 2023

MARY JO SPINO
COUNTY CLERK

7. Provide all turf/vegetation maintenance each year of the Agreement from the months of March through October. This maintenance will include all mowing, trimming, edging, fertilizing, shrub and low tree trimming, and herbicide/pesticide application. The Manager will be given, by the Owner, an application schedule for all lawn chemicals and a minimum of four hours of training and instructions as needed.
8. Provide all maintenance, repair and replacement (if desired) to any permanent or temporary structures that were installed by the Manager, with the approval of the Owner.
9. Place all tables and chairs out each morning and remove each night.
10. Remove snow and ice from grounds when needed to provide, at a minimum, a four (4') wide cleared pathway through the Property. Appropriately treat surfaces after clearing.

(b) Safety

1. Supervise and direct the safety operation of the Property on behalf and for the Owner, in an efficient and satisfactory manner and to the best of its abilities:
2. Patrol the Property four (4) times each day and respond to calls for service.
3. Station a Safety Ambassador, or an off-duty police officer as needed, in the park during the hours of 11:30 AM to 1:30 PM and during the evening and night time hours until the park closes.
4. Coordinate communications with the Kansas City Police Department.
5. Distribute service information with the CID kiosk as needed.
6. Distribute homeless service cards as needed and facilitate the removal of any illegal camping on the Property.

(c) Programs

1. Request (through the Owner's Special Use Permit Application Process) the use of the Property for all special events at least thirty-days in advance of the event.
2. Apply for all required permits identified through the Special Use Permit Application process.
3. Coordinate fundraising efforts for festivals, events and art installations.

(d) Property Improvements

1. Develop and implement an annual Property Improvement Plan in consultation with the Owner.
2. For 2023 the Plan shall include the installation of synthetic turf in the mutually agreed upon areas on the north and east sides of the Property.

3. Insurance

(a) Manager shall take out and keep in force during the term of this Agreement, at its own cost and expense, commercial general public liability with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate (both general and products-completed operations), to protect the Owner against any liability to persons or property incident to Manager's use of or resulting from any accident occurring in or about the Property that shall be due to, arise out of, result from, or in any way connected to the use or occupancy of the Property by the Manager or any other party acting by or through Manager.

(b) The policy of insurance required under Subsection (a) above shall be primary and noncontributory, shall be issued by an insurance company licensed to do business in Missouri, shall name the Owner as additional insured, and shall provide that the policy cannot be canceled or not renewed without first giving thirty (30) days written notice of such to the Owner. The Manager shall furnish to the Owner, on an annual basis, evidence reasonably satisfactory to the Owner that the insurance required herein is in full force and effect.

4. Notice

Any notice, request, instruction or other communication to be given to either party hereunder shall be in writing and shall be conclusively deemed to be delivered when personally delivered or when (a) transmitted by facsimile number indicated below follow with mailing by regular United States mail; (b) deposited for overnight delivery with an overnight courier such as Federal Express, Airborne, United Parcel Service or other overnight courier service; or (c) deposited in the United State mail, sent by certified mail, return receipt requested, and such notices are addressed to:

5. Termination

This Agreement can be terminated by either party by providing 120 days' written notice. In the event that the Manager terminates the agreement, any yearly service's fees that have been paid in advance will be refunded to the Owner at a monthly pro-rated amount.

6. Financial Responsibility.

Manager shall be solely responsible for all costs associated with daily maintenance, operation, security, programming, and improvement of the Property during the term of this Agreement and any extensions thereof.

1. Payments by Owner to Manager. Subject to appropriation, Owner agrees to pay Manager the total amount of \$75,000 for the first year of this Agreement, in one installment upon execution of this Agreement, and an additional \$75,000 per year for the remaining two years of the agreement, subject to the performance of all terms and conditions by the Association.

2. Conditions for Payments. Funding for 2023, and any future years, shall be subject to annual budget approval by County. For each year of appropriation, Manager shall prepare and submit to Owner a budget outlining anticipated expenditures.

7. Independent Contractor

The Manager shall work as an independent contractor and not as an employee of the County. The Manager shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result.

8. Severability

If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision 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 as expressed herein.

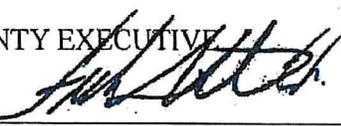
9. Incorporation

This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of the date and year first above written.

OWNER:

JACKSON COUNTY EXECUTIVE

By: 

Name: Frank White, Jr.

Title: Jackson County Executive

MANAGER:

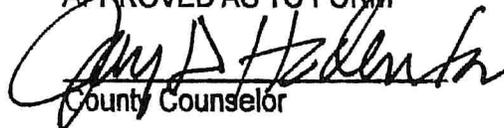
DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT

By: 

Name: Sean O. Byrne

Title: Executive Director.

APPROVED AS TO FORM


County Counselor

ATTEST:


Clerk of the County Legislature

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation of \$75,000.00 is hereby authorized.

4-27-2013
Date



Director of Finance and Purchasing
Account No. 003-1607-56732

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