

**AGREEMENT FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, AND
LEASE OF BMX TRACK AND OTHER SITE AMENITIES LOCATED AT THE**

RAYTOWN "SAFETY CENTER" SITE

THIS AGREEMENT IS entered into between THE CITY OF RAYTOWN, a Municipal Corporation, by and thru its PARKS AND RECREATION, (hereinafter referred to as CITY), and the RAYTOWN CONSOLIDATED SCHOOL DISTRICT #2, RAYTOWN, MISSOURI, a political subdivision, in the State of Missouri (hereinafter referred to as DISTRICT).

RECITALS:

It is to the mutual benefit of CITY and DISTRICT to contribute jointly to the establishment of recreational facilities which can serve the needs of both the general public and DISTRICT, and

CITY and DISTRICT have been cooperating in the use of numerous recreational facilities in accordance with various previously approved Agreements from time to time, and CITY and DISTRICT agree that said cooperative ventures are mutually beneficial to the citizens of CITY and patrons and students of DISTRICT, and

CITY desires to supplement park acreage to meet community recreational needs; and

The estimated average life of all improvements to be constructed on the leased property is no greater than the term of this Agreement:

BASED UPON THESE RECITALS, THE PARTIES AGREE THAT:

1. Term. DISTRICT hereby grants to CITY a five (5)-year leasehold interest in the property hereinafter described, commencing on the date of execution hereof by DISTRICT.
2. Property. The real property covered by this Agreement shall consist of a parcel more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.
3. Consideration. Good, valuable, and adequate consideration exists in the mutual benefit enjoyed and the legal detriment incurred by CITY and DISTRICT as result of their entering into and fulfilling this Agreement.

4. City Use of Property. CITY shall have exclusive use of the area identified in Exhibit "A" (consisting of: Bicycle Motocross Track(s) -BMX). The track shall be allowed to operate Sunday-Thursday from 5:30 p.m. to 10:00 p.m., Friday from 5:30 p.m. to 11:00 p.m., and Saturday from 7:30 a.m. to 11:00 p.m. beginning March 1st and extending through November 30th annually. The CITY shall have access to the area for maintenance and preparations for operations daily from 7:00a.m. to 11:00 p.m. beginning March 1st and extending thru December 15th, annually. The CITY agrees to coordinate community use of said recreational facilities at all times. Parking shall be available for CITY recreational activities on a first come, first serve basis when parking is needed for DISTRICT educational purposes. CITY shall be authorized to charge "user" fees for the use of the BMX track and "vendor" fees for concessionaires who are given permits to offer retail sales within the BMX track. CITY shall be authorized to operate a food and beverage concession and retain all proceeds to pay track operational expenses, maintenance and improvements. CITY shall provide security guard services at all events in which more than fifty (50) people are expected to attend or which will take place between the hours of 11:00 p.m. and 7:30 a.m. Security guard services must include property security, security patrols of the area identified in Exhibit "A," crowd control and emergency management services. Security guards must be Class B Licensed Private Security Personnel by the Kansas City Missouri Police Department, another local police department or other similar agency. CITY agrees to draft, post and enforce rules for the recreational facilities which ban open fires, camping, firearms, weapons and alcohol on the area identified in Exhibit "A." Camping is defined as the temporary use of the land for the purpose of overnight occupancy with or without a temporary structure such as a tent, sleeping bag, motorhome, trailer, etc. Camping may be allowed for specific, pre-arranged, limited events only if preauthorization is made in writing between DISTRICT and CITY. CITY agrees to follow all requirements under Mo. Rev. Stat. § 571.107(1)(15) regarding signage related to concealed firearm bans. The firearms ban does not apply to CITY provided security guard service personnel or to persons included under Mo. Rev. Stat. § 571.030 (2).

5. District Use of Property. It is contemplated that the DISTRICT will have no need to use this area but shall have the right to inspect the area for compliance with the provisions of this lease at all times. City Responsibilities. CITY agrees to construct or cause to be constructed one or more lighted BMX tracks within this area with supporting amenities, such as: spectator seating facilities, concession building, an administrative office and race tower, temporary storage units, irrigation system, underground electrical service lines and systems, sidewalks, drainage as required, and landscaping in accordance with plans and specifications approved by DISTRICT and CITY prior to the commencement of construction. CITY shall pay for the cost of all landscape architectural and engineering services, printing and advertising; and, all construction. All construction shall meet the

requirements and standards of DISTRICT, CITY and KC Missouri Building Codes, and a nationally recognized body governing Bicycle Motocross racing (such as the American Bicycle Association). CITY shall be responsible for all litter collection and removal. CITY shall maintain said aforementioned amenities at its sole cost and expense in a timely and workmanlike manner within its annual budgeted resources and consistent with its city-wide maintenance standards. The CITY shall be allowed to appoint a board of volunteers to direct track operations and perform, or cause to be performed, routine maintenance work on property herein described.

6. District Responsibilities. DISTRICT shall make available hard surfaces for parking. DISTRICT agrees to allow the CITY the use of other areas within the site and near the track for overflow parking during large race events which will require more parking than the hard surface will provide. Damaged grass areas due to parking will be restored to their original condition by CITY. Parking will be on a first-come, first-serve basis. Cost of future maintenance of the existing parking shall be shared by the parties equally.
7. Utilities. The CITY shall pay all utility costs associated with the operation and maintenance of the BMX track. Appropriate meters shall be installed in the name of the CITY so that all utility bills go directly to the CITY. The CITY shall be responsible for all construction costs incurred to bring all necessary (water, electric) utilities to the site and for all meter deposits, if any, and shall be authorized to construct said utilities across non-leased land and shall return said land to its original condition prior to construction at CITY expense. Any work by the CITY on the site shall observe existing utility easements.
8. Commencement of Work. Should work not commence on the site described herein within two (2) years from the execution date of this Agreement, subject Agreement shall be voidable for all or separate parcels as mutually agreed by CITY and DISTRICT. Such date of commencement of work on the subject site shall be mutually agreed upon by CITY and DISTRICT. Upon completion of such work by CITY, CITY shall furnish DISTRICT with complete "as-built" drawings.
9. Improvements. No improvements shall be installed by CITY nor shall construction on said improvements begin until plans and specifications for said improvements are reviewed, approved and signed by both parties. All CITY financed improvements installed upon said real property shall remain the property of the CITY during the term of the leasehold and will be removed by CITY upon request by DISTRICT at termination of the leasehold, and said property shall be returned to DISTRICT free of all encumbrances. If the CITY removes improvements, the property shall be restored to a condition as near as possible as existed at the inception of the lease, all at the expense of the CITY. In the event CITY does not so remove said improvements upon expiration of this Agreement, as

requested in writing by DISTRICT, DISTRICT may remove, sell, restore to original site condition, or destroy the same at CITY expense.

10. Joint Review. CITY and DISTRICT shall meet semi-annually prior to February 1 and August 1 of each year to review the joint use of the leased premises. As a result of this review, this Agreement may be revised upon the mutual consent of both CITY and DISTRICT. Said revisions, when made, shall then become a part of this Agreement and shall be reduced to writing.
11. Quiet Possession. CITY, subject to performing the covenants and agreements herein, shall at all times during the term of the Agreement peaceably and quietly have, hold, and enjoy the said property for the term aforesaid.
12. Entry and Inspection. DISTRICT reserves, and shall always have, the right to enter upon said real property for the purpose of viewing and ascertaining the condition thereof.
13. Assignment. CITY shall not assign this Agreement or any interest herein without prior written consent of DISTRICT, except that the CITY shall have the right to appoint a board of volunteers to direct track operations and perform, or cause to be performed, routine maintenance work on property herein described. Said volunteer board may become incorporated as a not-for-profit organization but will remain under the control of the CITY.
14. Equal Opportunity Compliance. CITY agrees to monitor any and all contractors, subcontracts, independent contractors and employees for compliance with Equal Opportunity and non-discrimination requirements and to hold DISTRICT harmless from any and all liability, claims, damages, or injuries to any person in connection with any acts or omissions rising therefrom.
15. Compliance with Law. At its sole cost and expense CITY shall comply, and shall secure compliance by persons within its control and authority, with all the requirements of state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon; and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force, in the use of said premises by persons within its control and authority.
16. Assigns. Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor(s) of the parties.

17. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.
18. Administration of Agreement. Notices. Control and administration of this Agreement is under the jurisdiction of the Superintendent as to DISTRICT'S interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon DISTRICT may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Raytown C-2 Consolidated School District at 10500 E. 60th Terrace, Raytown, MO 64133, Attention: Superintendent, or may be personally served upon DISTRICT or any person hereafter authorized by DISTRICT to receive such notice. Any notice or notices provided for by this Agreement or by law to be given or served upon CITY may be given or served by depositing in the United States mails, postage prepaid, a certified letter addressed to the Director of Parks and Recreation, Raytown Parks and Recreation, 5912 Lane, Raytown, MO 64133. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served upon personal services, or 48 hours after mailing in the manner required herein.
19. Remedies. In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within one hundred twenty (120) days following the service of the defaulting party of a written notice from the second party specifying the default complained of, then the second party may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) days after the service of written notice upon the defaulting party, the second party shall not terminate this Agreement pursuant to said default in the defaulting party immediately commences to cure said fault and diligently pursues such cure to completion.
20. Indemnity. CITY agrees to defend, indemnify and save DISTRICT, its Directors, agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of CITY, its Parks and Recreations Directors, aldermen, agents or employees in connection with the performance of this agreement and the use of the subject parcels. DISTRICT agrees to defend, indemnify and save CITY, its Parks and Recreations Directors, aldermen, agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of

DISTRICT, its Directors, agents or employees in connection with the performance of this agreement and the use of the subject parcels. The parties shall be required to provide comprehensive general liability insurance and to indemnify the other party for injuries which may result from the indemnifying party's use of the property. Each entity shall maintain a general liability policy that shall name the parties set out above as additional insureds and the policy shall require notification to the additional insureds in the event of cancellation. Provided, further, that the amount of insurance to be maintained by the parties shall be in an amount of at least its maximum possible statutory exposure pursuant to the Statutes of the State of Missouri, as amended from time to time.

21. Legal Proceeding. The parties agree that the law of the State of Missouri shall be used in interpreting this Agreement and will govern all disputes under this Agreement and will determine all rights thereunder.
22. Verbal Agreements. This agreement contains the complete expression of the whole agreement between the parties hereto and there are not promises, representations, agreements, warranties, or inducements either expressed verbally or implied except as are fully set forth herein. This Agreement cannot be enlarged, modified, or changed in any respect except by written agreement between the said parties.
23. Severance. If any part of the Agreements contained herein is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force and effect.
24. Amendment or Renewal. This Agreement may be amended or renewed in writing by mutual consent of DISTRICT and CITY as permitted by law.
25. Nondiscrimination. DISTRICT, CITY, and all others who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin including, but not limited to, the providing of goods, services, facilities, advantages, and the holding and obtaining or employment.

IN WITNESS WHEREOF, this Agreement is executed by the City of Raytown, Parks and Recreation Board acting by and through its Director of Parks and Recreation, pursuant to official action taken by the Board and recorded in Board minutes, dated _____ authorizing such execution and by the Raytown C-2 Consolidated School District of Raytown, Missouri, acting by and through its Superintendent pursuant to a Resolution of its Board of Education.

THE CITY OF RAYTOWN
PARKS & RECREATION DEPT.
A Municipal Corporation

RAYTOWN C-2 CONSOLIDATED
SCHOOL DISTRICT
RAYTOWN, MISSOURI

By: _____

Director, Parks Recreation Dept.

By: _____
Dr. Penelope Martin-Knox
Superintendent

APPROVED:

Secretary

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY BY CITY ATTORNEY

Attorney for District
Date: _____

STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

Before me, the undersigned Notary Public, on the date first above written, personally appeared _____ (Director, Parks & Recreation Department), and known to me to be the person who executed the within document on behalf of the City of Raytown Parks & Recreation Department and acknowledged to me that she/he executed the same for the purposes therein stated.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

Before me, the undersigned Notary Public, on the date first above stated, personally appeared Dr. Penelope Martin-Knox, Superintendent of the Raytown C-2 Consolidated School District, known to me to be the person who executed the within document on behalf of said School District and acknowledged to me that she executed the same for the purposes therein stated.

Notary Public

My Commission Expires: