

FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This First Amendment to Memorandum of Understanding and Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of February, 2020, by and between the City of Joplin, Missouri, a Municipal Corporation (hereinafter “City”) and Wildcat Glades Friends Group, a Missouri Nonprofit Corporation (hereinafter “Friends”), with the City and Friends being referred to collectively as the “parties.”

WHEREAS, City and Friends entered into a Memorandum of Understanding and Agreement effective June 3, 2019, wherein City and Friends established respective responsibilities concerning Wildcat Park; and

WHEREAS, Friends desires to make improvements to Wildcat Park, and the parties desire to establish their respective rights concerning said improvements;

NOW, THEREFORE, in consideration of the mutual agreements set forth below, and other good and valuable consideration, the parties do hereby agree as follows:

1. 6. Termination, is hereby amended by changing the notice requirement from ninety (90) days to one hundred twenty (120) days.

2. The Agreement is hereby amended to establish a new paragraph 13 as follows:

“13. Improvements to the Real Estate. Friends is authorized to make improvements to the real estate. These improvements will generally consist of the construction of an education cottage building, consistent with the drawings attached hereto and incorporated by reference as Exhibit C. Friends is solely responsible for the cost of any such improvements, including construction, maintenance, repair, and operational costs after completion. City will have the right to enter any such improvements at reasonable times to inspect the same upon seventy-two (72) hours written notice to Friends. In the event of an emergency situation, City may enter without prior notice to or the consent of Friends. At no cost to City, any such improvements, including fixtures, shall become City’s property when this Agreement is terminated. In the alternative, at no cost to City, City may require Friends to demolish and remove any such improvements when this Agreement is terminated, to be completed within one (1) year of termination.”

3. The Agreement is hereby amended to establish a new paragraph 14 as follows:

“14. Personal property. At City’s direction, Friends is authorized to store and use personal property at Wildcat Park, in and on the improvements. Friends will maintain ownership of any such personal property. Friends agrees to remove any such personal property from Wildcat Park within thirty (30) days of termination. If Friends fails or refuses to remove any such personal

property from Wildcat Park within thirty (30) days of termination, at no cost to City, said property will become City's property."

4. The Agreement is hereby amended to establish a new paragraph 15 as follows:

"15. Hold Harmless. Friends acknowledges and agrees that City makes no representations or warranties regarding Wildcat Park, including whether it is suitable for use as described in Exhibit C or any other purpose. Friends agrees to hold City harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities, and expenses arising from or related to this Memorandum of Understanding and Agreement, including use as described in Exhibit C."

5. All other terms, conditions and requirements of the Memorandum of Understanding and Agreement shall remain in full force and effect, except as modified by this Amendment.

6. This document may be signed in separate counterparts by the parties and the signed counterparts, taken together, shall be deemed to constitute an executed original of this document.

**CITY OF JOPLIN:**

**WILDCAT GLADES FRIENDS GROUP:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_