

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (herein "MOU") is made on this 3rd day of June, 2019, by and between the Wildcat Glades Friends Group, a Missouri Nonprofit Corporation (hereinafter referred to as "Friends"), and the City of Joplin, a Missouri Municipal Corporation (hereinafter referred to as "City").

WHEREAS, City owns Wildcat Park (hereinafter referred to as "Park"), a map of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Friends is a Missouri Nonprofit Corporation formed by citizens of the Joplin, MO area in early 2018; and

WHEREAS, Friends' purpose is "To protect the area known as Wildcat Park and the surrounding chert glade environment, habitat, and wildlife by promoting awareness and sustainability, providing education and recreation space and programs, and sponsoring nature-based activities."

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Friends and City agree as follows:

1. Responsibilities of Friends. Friends will assist City in maintaining and operating the Park, including but not limited to:
 - a. Friends will screen and train any volunteers. Furthermore, any volunteers will be required to sign a Volunteer Agreement, attached hereto and incorporated by reference as Exhibit B.
 - b. Trail Stewardship. Friends will assist City in the maintenance and operation of the

trail system including but not limited to maintaining the path and adjacent landscaping (approximately two (2) feet on either side of the trail) where it is reasonably practical and safe to do so, and keeping the same clear of obstruction, such as trash, vegetation, etc. Friends will immediately notify the City of any dangerous condition on the trail and will not attempt to remedy the same.

c. Water Festival. Friends has agreed to assume primary responsibility for the Water Festival, which is an event held in early August and provides educational and recreational activities for the public. Friends and City agree to make a good faith effort to work together to assure the safety of the attendees and the success of the event.

d. Pavilion. Friends agrees to maintain the pavilion, including cleaning and removal of recycling and trash. Friends is permitted to rent the pavilion for a reasonable amount in order to cover the costs associated with these responsibilities.

e. Ball Fields. Friends and City agree to make a good faith effort to work together to facilitate future events and programming in the park area currently occupied by the ball fields.

2. Responsibilities of City. City will bear primary responsibility in maintaining and operating the Park.

3. Term. The term of this MOU shall be for a period of one (1) year from the date hereof. This MOU shall automatically renew for up to four (4) successive one (1) year terms upon the same terms, covenants, and conditions as herein specified.

4. Insurance. Friends shall provide liability insurance during the term of this Agreement, issued by an insurance company authorized to do business in the State of Missouri, covering City, its agents, employees, and invitees, and naming City as an additional insured, in the amount of One Million Dollars (\$1,000,000.00) for Combined Single Limit for Personal Injury or Property

Damage. Such insurance shall be evidenced by filing with the City an Insurance Certificate, naming City as an additional insured under such policy, and providing that such policy shall not be cancelled without thirty (30) days written notice to City. Friends agrees to indemnify and hold and save harmless the City from any and all damages, claims, and assessments of every type and character arising from Friends' activities at or in any way related to the Park.

5. Nature of Relationship. Friends shall perform as an independent contractor and shall not hold itself out to third parties as an agent of City. Friends shall not be considered an agent of City nor shall any of the employees, agents, officers, members, or other personnel of Friends be considered sub-agents of City.

6. Termination. Either party may terminate this MOU at any time by giving ninety (90) days' written notice to the other party.

7. Notices. All notices, requests, and demands to or upon the parties of the MOU shall be deemed to have been given or made when delivered by hand or via certified mail addressed as follows or to other such addresses as may be hereafter designated in writing:

City: City of Joplin
602 S. Main St.
Joplin, MO 64801

Friends: Wildcat Glades Friends Group
P.O. Box 3063
Joplin, MO 64803

8. Amendments. This Agreement contains all of the agreements and conditions made between the parties and may only be modified by written agreement signed by all parties to this Agreement.

9. Assignment. This Agreement shall not be assignable by Friends without the express written consent of City being first obtained.

10. Choice of Law. This Agreement has been made, and its validity, performance, and effect shall be determined, in accordance with the laws of the State of Missouri, and venue for

litigation between the parties shall be solely and exclusively in the Circuit Court of Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

11. Compliance with the Law. Friends agrees to comply with all applicable laws in connection with the performance of this MOU.

12. Severability: The invalidity, illegality, or unenforceability of any provision of this MOU shall not affect the validity, legality, or enforceability of the other provisions of this MOU which shall remain effective.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed and approved and is effective and operative as to each of the parties as herein provided.

City of Joplin, Missouri

By: *Daniel Pekarek*
Daniel Pekarek, Interim City Manager

ATTEST:

By: *Barbara J. Gollhofer*
Barbara J. Gollhofer, City Clerk

Wildcat Glades Friends Group

By: *Steve Gaarder*
(Print) *Steve Gaarder*
(Title) *President*

ATTEST:

By: *Robin Standridge*
(Print) *Robin Standridge*
(Title) *Executive Director*