

RESOLUTION NO. 17-46

A RESOLUTION APPROVING THE ACCEPTANCE OF A DONATION FROM AARP MISSOURI FOR THE ACQUISITION OF MULTIGENERATIONAL PLAYGROUND EQUIPMENT TO BE INSTALLED AT HOBBY HILL PARK.

WHEREAS, the City of Gladstone and AARP Missouri wish to collaborate surrounding the Hobby Hill Multigenerational Park design and implementation; and

WHEREAS, Missouri AARP wishes to fund some of this equipment; and

WHEREAS, a gift of Twenty Thousand Dollars (\$20,000) has been pledged to partially fund the acquisition and installation of this multigenerational playground equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

The City Manager of the City of Gladstone, Missouri, is authorized and directed to accept on behalf of the City a donation of Twenty Thousand Dollars (\$20,000) from AARP Missouri for the acquisition of multigenerational playground equipment to be installed at the Hobby Hill Park renovation site.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 9TH DAY OF OCTOBER 2017.



R. D. Mallams, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



Department of Parks, Recreation, & Cultural Arts
Memorandum

DATE: October 4, 2017

TO: Scott Wingerson, City Manager

FROM: Justin Merkey, Director of Parks, Recreation, and Cultural Arts

RE: AARP of Missouri Sponsorship

On August 31, 2017, city staff, along with representatives from Land 3 Studio and Craig Eichelman, State Director of Missouri AARP, met to discuss various pieces of equipment that might be installed to meet the needs of multiple age groups at the Hobby Hill Renovation site. This equipment included multiple exercise stations such as a challenge course, cardio walker, recumbent bike, climbing boulder and other similar pieces of equipment. As a result of this meeting, AARP has accepted the site plan and is interested in providing the City of Gladstone a onetime sponsorship of \$20,000 to partially fund this portion of the Hobby Hill renovation project. The overall budget for the multigenerational play structure is set at \$96,938.

Attached, please find a resolution hereby asking the City Council to approve of this sponsorship and enter into an agreement with AARP Missouri. The full list of amenities which was approved at the October 3rd Park Board meeting will be presented at the City Council Study session on October 23rd. Further, Missouri AARP representatives plan to attend the City Council meeting that evening and present the sponsorship check noted above to Mayor Mallams in support of this project.

Please let me know should you have any questions related to the AARP Missouri \$20,000 sponsorship mentioned above.

September 21, 2017

MEMORANDUM OF UNDERSTANDING

Project/Event Sponsorship Agreement

This MEMORANDUM OF UNDERSTANDING ("Agreement") serves as an agreement between AARP, located at 601 E Street, NW, Washington, DC 20049 and The City Of Gladstone, MO, a political subdivision of the State of Missouri, located at 7010 N Holmes Street, Gladstone, MO 64118 ("Organization").

Whereas both parties wish to collaborate surrounding the Hobby Hill Multigenerational Park Design/Implementation ("Event"), which has an estimated completion date of May 15, 2018, AARP shall serve as sponsor of the Event hosted by Organization ("Sponsorship"). The Organization agrees that the Event will occur no later than May 16, 2018. Therefore, the parties agree as follows:

1. **AARP Sponsorship.** AARP's Sponsorship shall include the following elements:
 - a. **Sponsorship Elements.** The Parties agree to collaborate in order to execute the following Sponsorship deliverables:
 - i. AARP sponsorship funds will be solely used to purchase suitable brand new multigenerational equipment which will be placed in the Multigenerational Park at Hobby Hill. Any unused portion of the sponsorship fee shall be returned to AARP prior to May 16, 2018 with receipts and other documentation to substantiate the returned dollar amount.
 - b. **Sponsorship Fee.** A one-time sponsorship fee of \$20,000 from AARP to the Organization, payment due by October 12, 2017.
2. **Term and Termination.** The effective date of this agreement shall be the date of execution, and the Agreement shall automatically terminate on May 16, 2018. The Agreement may be terminated by either party at any time and for any reason upon written notification to the other party within ten (10) days of the Event. In the event the Agreement is terminated prior to the date of termination, Organization agrees to return to AARP any portion of funds listed in Section 1 for which AARP has not received full performance from Organization, or to negotiate in good faith a "make-good" of equivalent value.
3. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.

4. **No promotional or political activity.** Both parties recognize that AARP is a non-profit, non-partisan tax-exempt organization and agree that the sponsored event will not be used to support or oppose political candidates or initiatives. The parties also acknowledge that although Organization may contract with vendors selling products as part of the event, the event itself shall not advance or promote any commercial product without the prior written consent of AARP. If, after execution of this Agreement, a product is selected for promotion as part of the event and AARP cannot grant approval, AARP shall have the right to terminate this Agreement immediately upon written notice to Organization with no further obligation to Organization, at which time Organization shall return any unspent portion of funds associated with this Agreement.
5. **Indemnification.** To the extent permitted by law, each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective partners, officers, directors, employees, contractors, agents and representatives (each of whom is an "Indemnified Party") against all liability, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the negligent, reckless or willful acts or omissions of Indemnifying Party, its officers, directors, employees, members, independent contractors, or agents, (b) Indemnifying Party's breach of this MOU, including failure to provide the services and work as set forth in this MOU; and (c) any claim that the services or work product of the Indemnifying Party provided under this MOU infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The Parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this Section 5 shall survive the expiration and termination of the Agreement.
6. **No Collection of AARP Member Data.** Organization shall not at any time collect or maintain any information from visitors or those who purchase or are provided AARP Member discounts that shall directly or indirectly identify such visitors or purchasers as AARP members, member-prospects, or individuals interested in AARP.
7. **Trademark License.** Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communicating the collaboration between AARP and the Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online and AARP membership materials until the expiration or termination of this Agreement. AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo solely in connection with the sponsorship elements of the collaboration mentioned in Section 1, with the advance written consent of AARP in each instance, until the expiration or termination of this Agreement. All trademark licenses granted under this section shall automatically terminate at the expiration or termination of this Agreement.
8. **No Publicity.** Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement without the prior written consent of such other party.

9. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.
10. **Additional Terms.** This Agreement represents the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.
11. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact for both AARP and the Organization:

AARP

Craig Eichelman
 State Director
 9200 Ward Parkway, Suite 350
 Kansas City, MO 64114
 816-360-2200
ceichelman@aarp.org

City of Gladstone

Scott Wingerson
 City Manager, City of Gladstone
 7010 N. Holmes Street
 Gladstone, MO 64118
 816-423-4090
scottw@gladstone.mo.us

ACCEPTED AND AGREED TO BY:

AARP

By: 

Printed Name: Craig Eichelman

Title: State Director

City of Gladstone

By: 

Printed Name: SCOTT WINGERSON

Title: CITY MANAGER

ATTEST:



Ruth E. Bocchino
 City Clerk, City of Gladstone, MO