

Res. 18629

JACKSON COUNTY SPORTS COMPLEX AUTHORITY

RESOLUTION NO. 14-07

Approving an Agency Agreement with Jackson County

WHEREAS, the County and the Authority entered into that certain agreement on March 21, 1967 ("1967 Agreement") in which the Authority was appointed as the agent (the "Agent") of the County for the purpose of planning and designing the Truman Sports Complex (the "Sports Complex"), which 1967 Agreement provided for activities related to the funding, site selection, land purchase, design and construction of the Sports Complex; and


WHEREAS, the County and the Authority entered into a subsequent agreement on October 31, 1970 (the "1970 Agreement"), which recited that the County was constructing the Sports Complex on a site described therein and stating that the land acquisition and construction to date had been financed with the proceeds of the County's 1967 general obligation bonds and that the County leased to the Authority the Sports Complex and the County and the Authority agreed on such other actions as necessary to build, maintain and operate Sports Complex under agreements between the County, the Authority and the Kansas City Chiefs Football Club and the Kansas City Royals Baseball Club (the "Teams"); and

WHEREAS, the County and the Authority entered into certain additional agency agreements in 1987 and 1990; and

WHEREAS, the 1967, 1970, 1987 and 1990 agreements are inconsistent with each other and such inconsistencies can and should be corrected by a new agency agreement.

NOW THEREFORE BE IT RESOLVED, that the agency agreement substantially in the form attached hereto as Exhibit A, is hereby APPROVED THIS 15th DAY OF JULY, 2014 BY THE COMMISSIONERS OF THE JACKSON COUNTY SPORTS COMPLEX AUTHORITY.

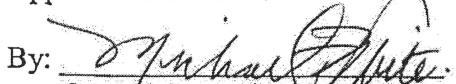
APPROVED:

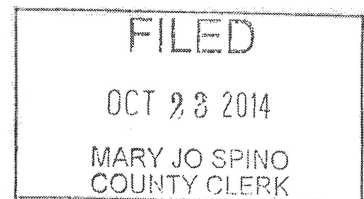

Chairman

ATTEST:


Secretary

Approved as to Form:

By: 
General Counsel to the Authority



AMENDED AND RESTATED AGENCY AGREEMENT BETWEEN THE JACKSON COUNTY SPORTS COMPLEX AUTHORITY AND JACKSON COUNTY, MISSOURI

This Amended and Restated Agency Agreement ("2014 Agency Agreement") is made this 15th day of July, 2014 by and between the Jackson County Sports Complex Authority (the "Authority") and Jackson County, Missouri, (the "County").

WHEREAS, the County and the Authority entered into that certain agreement on March 21, 1967 ("1967 Agreement") in which the Authority was appointed as the agent (the "Agent") of the County for the purpose of planning and designing the Truman Sports Complex (the "Sports Complex"), which 1967 Agreement provided for activities related to the funding, site selection, land purchase, design and construction of the Sports Complex; and

WHEREAS, the County and the Authority entered into a subsequent agreement on October 31, 1970 (the "1970 Agreement"), which recited that the County was constructing the Sports Complex on a site described therein and stating that the land acquisition and construction to date had been financed with the proceeds of the County's 1967 general obligation bonds and that the County leased to the Authority the Sports Complex and the County and the Authority agreed on such other actions as necessary to build, maintain and operate Sports Complex under agreements between the County, the Authority and the Kansas City Chiefs Football Club and the Kansas City Royals Baseball Club (the "Teams"); and

WHEREAS, the County and the Authority entered into certain additional agency agreements in 1987 and 1990; and

WHEREAS, the County has constructed, expanded and renovated the Sports Complex and has leased the Sports Complex to the Authority pursuant to a Lease Agreement dated as of January 19, 1990 and 2006 Lease Amendment dated as of January 24, 2006 (the "2006 Lease") and the Authority has sub-let the portions of the Sports Complex to the Teams pursuant to the 2006 Lease; and

WHEREAS, the County, the Authority and the Teams have extended the term of the Lease Agreement to January 31, 2031; and

WHEREAS, the County issued its Series 2006 Special Obligation Bonds to fund the renovation and expansion of the Sports Complex; and

WHEREAS, under the terms of the 2006 Lease continued operation and maintenance of the Sports Complex requires a cooperative effort between the County, the Authority and the Teams; and

WHEREAS, the County funds the administrative costs and expenses of Authority in the approximate annual amount of \$500,000 with those certain inflationary increases as set forth in the 2006 Lease; and

WHEREAS, the County and the Authority wish to define and formalize their working relationship with respect to the Authority's role as the County's agent;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This 2014 Agency Agreement shall supersede any previous agency agreements between the County and the Authority.

2. The County reaffirms the appointment of the Authority as its Agent for the lease, operation and maintenance of the Sports Complex and the Authority does hereby and herein accept said appointment as the County's Agent.

3. The County shall be responsible for purchase of casualty insurance, including acts of terrorism, on the Complex as may be required under the terms of the 2006 Lease Amendments with the Teams. The Authority shall carry such supplementary insurance for liability and casualty as it may deem prudent. Neither party shall be liable to the other for damages resulting from fire.

4. Subject to the County's approval, the Authority shall have the right to sublease, assign and license the use of all, or portions of, the Complex to other persons, corporations and entities.

5. The Authority will expend all funds received from the County in substantial compliance with County bidding and contracting procedures and assure that monies under its control shall be expended in strict compliance with chapter 92, Jackson County Code regarding awarding of certain contracts to socially and economically disadvantaged business concerns.

6. The Authority agrees it will not enter into any contract which purports to impose any financial obligation on the County without express written agreement by the County.

7. The 2014 Agency Agreement shall be subject to all laws of the State of Missouri governing counties of the first class having a charter form of government. Nothing contained herein shall be construed as a delegation of the duties or statutory responsibilities vested in such County or the Authority by said laws.

8. The Authority agrees to assist the County in the orderly administration of the County's Series 2006 Special Obligation Bonds and any related financing by complying with all legal County requests for information or Authority action as requested by the County with the exception of information which would constitute a waiver of the attorney-client privilege or action which would violate the leases or indenture of the 2006 bonds, or would cause legally closed records of the Authority Pursuant to Chapter 610 RSMo to become open records..

9. The Authority acknowledges and agrees to consult with the County regarding all material matters relating to the 2006 Lease by complying with all County requests for information or Authority action as requested by the County with the exception of information which would constitute a waiver of the attorney-client privilege or action which would violate the leases or indenture of the 2006 bonds or would cause legally closed records of the Authority Pursuant to Chapter 610 RSMo to become open records...

10. The Authority agrees to assist the County in the orderly administration of the 2006 Lease by working cooperatively with the County in all negotiations and discussions regarding the administration, interpretation or modification of the 2006 Lease or any agreements relating to the 2006 Lease.

11. Upon request made to the Chairman of the Authority, the Authority agrees to make its members, staff, employees and contractors available to the County for consultation or meetings as requested by the County and the Authority agrees to provide any information requested by the County on a timely basis with the exception of information which would constitute a waiver of the attorney-client privilege or would cause legally closed records of the Authority Pursuant to Chapter 610 RSMo to become open records..

12. The Authority agrees to coordinate and confer with the County regarding repair, maintenance, management and operations (“RMMO”) requests made by the Teams and forward such RMMO requests to the County as soon received by the Authority.

13. The Authority agrees to coordinate the planning of improvements, modifications and repairs to the Sports Complex by consulting with the County on any such actions.

14. In the event of any disputes, controversy, clarification, amendment or other action relating to the 2006 Lease or agreements relating to the 2006 Lease, the Authority agrees to consult and work cooperatively with the County prior to making or amending any agreements with the Teams.

15. At all times the Authority’s books and records shall be open to inspection by the County and the Authority agrees to assist and cooperate with the County Auditor in any inquiry or investigation undertaken by the County Auditor with the exception of information which would constitute a waiver of the attorney-client privilege or would cause legally closed records of the Authority Pursuant to Chapter 610 RSMo to become open records.

16. Upon receipt by the Authority of an invoice from the County, reasonably documented, the Authority will pay the County’s actual cost of providing services to the Authority in the event such services are reasonably related to assisting the Authority in the administration of the 2006 Lease or agreements relating to the 2006 Lease if such services were requested or agreed to by the Authority..

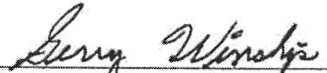
17. That the Authority shall cause an annual financial statement with respect to its operation to be prepared by a certified public accountant, and shall furnish such statement to the County Auditor.

18. This 2014 Agency Agreement may be modified or amended only by written instrument signed by the parties hereto.

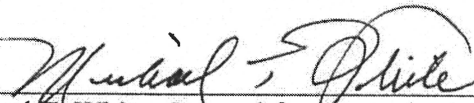
[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties execute this Agreement on the date set forth above.

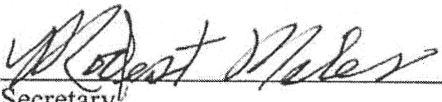
JACKSON COUNTY SPORTS COMPLEX AUTHORITY


Gerry Winship, Chairman


APPROVED AS TO FORM:


Michael T. White, Counsel for the Authority

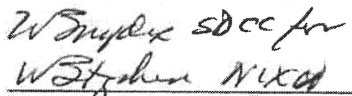
ATTEST:


Secretary

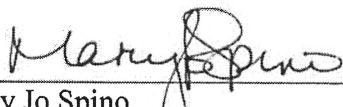
JACKSON COUNTY, MISSOURI:


Michael D. Sanders
County Executive

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

ATTEST:


Mary Jo Spino
Clerk of the County Legislature



Office of
Mary Jo Spino
Clerk of the County Legislature

Jackson County Missouri

JOURNAL

Jackson County Courthouse
415 East 12th Street, 2nd floor
Kansas City, Missouri 64106
(816)881-3242

County Legislature

*Scott Burnett (1st) Chairman, Theresa Garza Ruiz (1st AL) Vice Chairman,
Crystal Williams (2nd AL), Fred Arbanas (3rd AL),
Kenneth T. Bacchus (2nd), Dennis Waits (3rd), Dan Tarwater (4th),
Greg Grounds (5th), Bob Spence (6th)*

Monday, October 20, 2014

2:30 PM

Forty-first Regular Meeting

K.C. Legislative Assembly Area, Kansas City, Missouri

Scott Burnett, Chairman, called the meeting of the Jackson County Legislature to order.

1 ROLL CALL

Present 9 - Theresa Garza Ruiz, Crystal Williams, Fred Arbanas, Scott Burnett, Kenneth T. Bacchus, Dennis Waits, Dan Tarwater III, Greg Grounds and Bob Spence

2 THE PLEDGE OF ALLEGIANCE

Recited.

3 APPROVAL OF THE JOURNAL OF THE PREVIOUS MEETING

A motion was made by Dan Tarwater III, seconded by Dennis Waits to approve the journal of the previous meeting held on October 13, 2014. The motion passed by a voice vote.

4 HEARINGS

The COMBAT presentation will be given on Monday, November 3, 2014 during the County Legislative meeting.

5 COMMUNICATIONS AND REPORTS OF THE COUNTY EXECUTIVE

Mike Sanders, County Executive, said the Royals won the pennant and are going to the World Series. The eyes of the world will be on our fabulous Kauffman and Arrowhead Stadiums. It is a great week in Kansas City, Jackson County, Missouri.

He discussed the Eastern Jackson County Courthouse project (Ordinance #4680) with Excel Constructors. He said 5 new courtrooms will be added because the most crowded dockets are in eastern Jackson County. He said this would not be possible without the partnership from the courts. We have built trust as well as a cooperative relationship with Judge Marco Roldan and past presiding judges. Mike Sanders thanked Judge Roldan and the 16th Judicial Circuit for allowing us to go forward with this project.

9 CONSENT AGENDA

4673 AN ORDINANCE appropriating \$2,209.00 from the undesignated fund balance of the 2014 General Fund in acceptance of insurance proceeds for the repair of a vehicle for use by the Department of Corrections.
(ADOPTED)

4674 AN ORDINANCE repealing Schedule IV to Chapter 2, Jackson County Code, 1984, relating to Jackson County employees not within the Merit System, and enacting, in lieu thereof, one new schedule relating to the same subject.
(ADOPTED)

18629 A RESOLUTION authorizing the County Executive to execute an Amended and Restated Agency Agreement with the Jackson County Sports Complex Authority concerning the management, operation, and maintenance of the Harry S Truman Sports Complex, at no cost to the County.
(ADOPTED)

Ordinances #4673, #4674 and Resolution #18629 were moved to the Consent Agenda for adoption.

A motion was made by Dan Tarwater, seconded by Dennis Waits, to approve the Consent Agenda. The motion passed by a roll call vote:

Yes: 9 - Theresa Garza Ruiz, Crystal Williams, Fred Arbanas, Scott Burnett, Kenneth T. Bacchus, Dennis Waits, Dan Tarwater III, Greg Grounds and Bob Spence

10 INTRODUCTION OF PROPOSED ORDINANCES AND ASSIGNMENT TO COMMITTEE

4677 Appropriating \$21,502.00 from the undesignated fund balance of the 2014 Anti-Drug Sales Tax Fund in acceptance of auction proceeds from the sale of six surplus vehicles for use by the Jackson County Drug Task Force.
(Assigned to the Anti-Drug Committee.)

4678 A motion was made by Crystal Williams, seconded by Dan Tarwater III to perfect Ordinance #4678. The motion passed by a voice vote.
(PERFECTED)

4678 A motion was made by Crystal Williams, seconded by Dan Tarwater III to suspend the rules to consider final passage of Ordinance #4678. The motion passed by a voice vote.
(APPROVED)

Corrected
October 9, 2014

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Amended and Restated Agency Agreement with the Jackson County Sports Complex Authority concerning the management, operation, and maintenance of the Harry S Truman Sports Complex, at no cost to the County.

RESOLUTION NO. 18629, October 13, 2014

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the County and the Jackson County Sports Complex Authority entered into an agreement on March 21, 1967, in which the Authority was appointed as the agent of the County for the purpose of planning and designing the Truman Sports Complex, which 1967 Agreement provided for activities related to the funding, site selection, land purchase, design and construction of the Sports Complex; and,

WHEREAS, the County and the Authority entered into a subsequent agreement on October 31, 1970, which recited that the County was constructing the Sports Complex on a site described therein and stating that the land acquisition and construction to date had been financed with the proceeds of the County's 1967 general obligation bonds and that the County leased to the Authority the Sports Complex and the County and the Authority agreed on such other actions as necessary to build, maintain, and operate the Sports Complex under agreements between the County, the Authority and the Kansas City Chiefs Football Club and the Kansas City Royals Baseball Club; and

WHEREAS, the County and the Authority entered into additional agency agreements in 1987 and 1990; and,

WHEREAS, the County has constructed, expanded, and renovated the Sports Complex and has leased the Sports Complex to the Authority pursuant to a Lease Agreement dated as of January 19, 1990 and 2006 Lease Amendment dated as of January 24, 2006 and the Authority has sub-let the portions of the Sports Complex to the teams pursuant to the 2006 Lease; and,

WHEREAS, the County, the Authority and the teams have extended the term of the Lease Agreement to January 31, 2031; and,

WHEREAS, the County issued its Series 2006 Special Obligation Bonds to fund the renovation and expansion of the Sports Complex; and,

WHEREAS, under the terms of the 2006 Lease continued operation and maintenance of the Sports Complex requires a cooperative effort between the County, the Authority, and the teams; and,

WHEREAS, the County funds the administrative costs and expenses of Authority in the approximate annual amount of \$500,000 with certain inflationary increases as set forth in the 2006 Lease; and,

WHEREAS, the County and the Authority wish to further define and formalize their working relationship with respect to the Authority's role as the County's agent; and,

WHEREAS, the attached Restated Agency Agreement provides a suitable mechanism by which to accomplish this purpose; and,

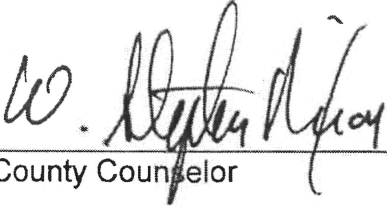
WHEREAS, the execution of the attached Restated Agency Agreement is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and hereby is, authorized to execute the attached Restated Agency Agreement with the Jackson County Sports Complex Authority.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18629 of October 13, 2014, was duly passed on October 20, 2014 by the Jackson County Legislature. The votes thereon were as follows:

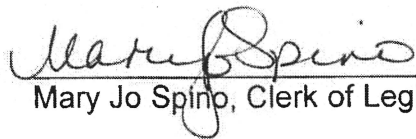
Yeas 9

Nays 0

Abstaining 0

Absent 0

10.20.14
Date


Mary Jo Spino, Clerk of Legislature