

**COOPERATIVE AGREEMENT  
FY 2013-2014  
(JACKSON COUNTY SPORTS COMPLEX AUTHORITY)**

This Agreement is made by and between the City of Kansas City, Missouri (the "City") and the Jackson County Sports Complex Authority (the "Authority") and takes effect upon the effective date of Ordinance 13\_\_ approving this agreement.

RECITALS

1. The Authority is obligated to maintain the Harry S. Truman Sports Complex (the "Complex") as part of its lease arrangements with certain professional sports teams (the "Tenants"); and
2. The Authority is in need of funds to aid in performing its obligations to the Tenants; and
3. The retention of the Tenants in Kansas City is extremely important to the economy of the City and it is therefore in the City's best interests to provide financial assistance to the Authority; and
4. The City has provided \$2,000,000.00 in its annual budget to be used for capital maintenance, repair, and improvement of the Complex, subject to the following terms and conditions.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. For the public purposes stated herein, the City will provide \$2,000,000.00 under this Agreement to the Authority. Funds payable hereunder will be paid by wire transfer to the Authority upon execution of this Agreement.
2. The Authority will use these funds solely for maintenance, repair and capital improvement costs at Arrowhead Stadium and Kaufman Stadium.
3. The Authority will separately account for all funds received and expended under this Agreement and provide the City with copies of its annual report and annual audit which shall detail the receipts and expenditure of funds by purpose and type of expenditure. The authority will also periodically provide the City with reports reflecting the maintenance, repair and capital improvements conducted by the Authority. The Authority will make available to the City Auditor or his designee any and all books and records of the Authority concerning any aspect of its operations for inspection and audit by the City Auditor within a reasonable time after request for inspection or audit, pursuant to the Code of Ordinances of Kansas City.
4. The Authority will engage a certified public accountant to conduct an audit and will furnish the City Auditor with a copy of the audit, a copy of the management letter and a copy of the Authority's response to the management letter. In addition, the Authority will allow the City Auditor to make inquiries directly to the Authority's auditor and will require its auditor

to respond truthfully to the City Auditor's questions, in accordance with the Code of Ordinances of the City.

5. The Authority will comply with all applicable laws, ordinances, and codes of the city, state and federal governments in performing this Agreement.

6. Nothing in this Agreement may be construed to create an agency relationship or joint venture between the parties.

7. The Authority will indemnify, hold harmless and defend the City against all liability for personal injury and/or property damage arising out of the performance of this Agreement.

8. The Authority will not on the grounds of race, color, sex, religion, national origin or ancestry, or handicap, or because such individual is forty (40) years of age or older discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws and any applicable regulations of the Code of Ordinances of Kansas City, Missouri. In the event of the Authority's noncompliance with the non-discrimination provisions of this Agreement, City may impose such Agreement sanctions as it determines to be appropriate including, but not limited to cancellation, termination, or suspension of the Agreement, in whole or in part.

9. No regular employee or elected or appointed member of the City government shall be admitted to any share or part of this Agreement, or to any benefit that may accrue therefrom.

10. The Authority warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Authority for the purpose of securing business. For breach or violation of this warranty, City has the right to annul this Agreement without liability or, at its discretion, to deduct from Agreement price or consideration, or otherwise recover, the full amount for such commission, percentage, brokerage, or contingent fee.

11. The Authority will not offer, give or agree to give any employee, or for any employee of City to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of an Agreement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any Agreement or subcontract, or to any solicitation or proposal therefor and will immediately notify City of any conduct in violation of such section which comes to its attention.

12. Any notice provided for under this Agreement must be in writing and must be sent by regular mail to the parties at the addresses shown below. Any notice sent in accordance with this paragraph will be conclusively presumed to be delivered on the second day after mailing; and any other notice, whether actual or presumed and whether received or not, shall be of no force or effect:

Notices to City shall be mailed to:

Troy Schulte  
City Manager  
414 E. 12th Street, 29th Floor  
Kansas City, MO 64106

Notices to the Authority shall be mailed to:

Jackson County Sports Complex Authority  
Jim Rowland, Executive Director  
8501 Stadium Drive  
Kansas City, MO 64129

13. Representatives of the City have the right to inspect and review the work performed under this Agreement and to consult with the Authority at any reasonable time. Conferences will be held at the request of the Authority or City.

14. The City and the Authority represent and warrant that they have the respective power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

15. This Agreement is binding upon the parties to this Agreement and its permitted successors in interest. The Authority may not assign this Agreement or transfer any of its obligations or interests in this Agreement without the express written consent of the City, except those assignments or transfers occurring by operation of law.

16. A. Upon request by the City, the Authority will furnish to City sufficient proof from City's Commissioner of Revenue that the Authority is not delinquent for any City earnings taxes, including withholdings from its employees.

B. As a condition precedent to any payment under this Agreement by the City, Authority shall not be delinquent in paying City earnings taxes, including withholdings from its employees.

C. The Authority's obligations to comply with all city tax requirements under this Agreement survive the term of this Agreement.

17. With respect to the Complex, the Authority agrees to comply with all provisions of the Americans with Disabilities Act, as amended from time to time during the course of this Agreement, as well as the federal regulations pertaining thereto.

19. Either party may terminate this Agreement, in whole, or in part, by giving 30 days written notice, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party and the non performing party fails to substantially fulfill its obligations under this Agreement in such 30 day period. If the Authority fails to utilize the funds paid under this Agreement as specified, the City may terminate this Agreement and the Authority will repay to the City any funds used for unauthorized purposes, if, after giving notice to the Authority, the Authority does not cure this breach within 30 days from the date of notice.

20. The Authority may terminate this Agreement at any time by giving 5 days notice in writing to City unless the Authority has accepted any payment hereunder, absent consent of the City.

21. Pursuant to Second Committee Substitute for Ordinance 070883, As Amended, passed by the City Council on September 13, 2007, and implemented beginning in the 2007-2008 Agreement, the following additional requirements remain applicable to this Agreement:

A. Provide to the City within 30 days of receipt by the Authority the annual audited financial statement and management letter;

B. Implement MBE/WBE requirements and goals for projects using the City's contribution in accordance with the Authority's program, if substantially similar to that of the City; or, if not, in accordance with the City's program;

C. Implement workforce utilization goals for projects using the City's contribution in accordance with the Authority's program, if substantially similar to that of the City; or, if not, in accordance with the City's program;

D. Provide to the City project status reports at the same frequency supplied to the Jackson County Executive and Jackson County Legislature that include financial, MBE/WBE and workforce utilization matters. Status reports will be presented in person to the Council upon request; and

E. Provide to the Mayor and City Manager 48 hours advance notice of any press conference or distribution of any press release dealing with the renovation of the Sports Complex unless extraordinary circumstances do not allow such notice. In those circumstances advance notice will be provided as soon as possible.

22. This Agreement may be modified or amended only by written instrument signed by the parties.

23. This Agreement takes effect upon execution and ends on April 30, 2013.

JACKSON COUNTY SPORTS COMPLEX  
AUTHORITY

CITY OF KANSAS CITY, MISSOURI

By: \_\_\_\_\_  
Gerry Winship  
Chairman

By: \_\_\_\_\_  
Troy Schulte  
City Manager

Dated:: \_\_\_\_\_, 2012

Dated:: \_\_\_\_\_, 2012

ATTEST:

Approved as to form:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Attorney

Approved as to form only:

\_\_\_\_\_  
General Counsel to the Authority

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

\_\_\_\_\_  
Director of Finance

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 130788

Authorizing an agreement with Jackson County, Missouri to provide for annual payments until 2030, subject to annual appropriation, to be used in connection with the Harry S. Truman Sports Complex.


BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is authorized to execute a Cooperative Agreement, on behalf of the City, with Jackson County, Missouri, which provides \$2,000,000.00 until 2030, subject to annual appropriation, for the maintenance, repair, improvement, management, and operation of the Harry S. Truman Sports Complex. Payment for this year shall be made from funds previously appropriated to Account No. 14-5370-672200-B. The agreement is approved, in substantial form, as that attached to this ordinance.

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

\_\_\_\_\_  
Randall Landes  
Director of Finance


Approved as to form and legality:

  
\_\_\_\_\_  
William Geary  
City Attorney



Authenticated as Passed

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

NOV 26 2013

\_\_\_\_\_  
Passed



- Home
- Search Agenda Items
- Calendar
- City Council
- Committees
- Members
- Quick Links and FAQ
- Boards and Commissions

Details **Reports**

File #: 120807 Version: 1 Name:

Type: Ordinance Status: Historical

File created: 9/13/2012 In control: [Council](#)

On agenda: 10/4/2012 Final action: 10/14/2012

Title: Authorizing a \$2,000,000.00 agreement with the Jackson County **Sports Complex** Authority to be used in connection with the Harry S. Truman **Sports Complex**.

Attachments: 1. [Agreement](#) 2. [Fiscal Note](#) 3. [Fact Sheet](#) 4. [Authenticated](#)

History (1) **Text**

1 record Group Export

Date	Ver.	Action By	Action	Result
10/4/2012	1	Council	Passed	



- Home
- Search Agenda Items
- Calendar
- City Council
- Committees
- Members
- Quick Links and FAQ
- Boards and Commissions

Details **Reports**

File #: 130788 Version: 1 Name:

Type: Ordinance Status: Historical

File created: 10/10/2013 In control: [Council](#)

On agenda: 11/26/2013 Final action: 12/6/2013

Title: Authorizing an agreement with Jackson County, Missouri to provide for annual payments until 2030, subject to annual appropriation, to be used in connection with the Harry S. Truman **Sports Complex**.

Attachments: 1. [Fact Sheet](#) 2. [Fiscal Note](#) 3. [Cooperative Agreement](#) 4. [Authenticated](#)

History (1) **Text**

1 record Group Export

Date	Ver.	Action By	Action	Result
11/26/2013	1	Council	Passed as Substituted	