

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:

Gerry Winslip
Chairman

ATTEST:

Modest Males
Secretary

Approved as to Form:

By: *Michael White*
General Counsel to the Authority

FILED
OCT 23 2014
MARY JO SPINO
COUNTY CLERK

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 Wirship
Gerry Wirship, Chairman

APPROVED AS TO FORM:

Michael T. White
Michael T. White, Counsel for the Authority

ATTEST:

Maest Males
Secretary

JACKSON COUNTY, MISSOURI:

Michael D. Sanders
Michael D. Sanders
County Executive

APPROVED AS TO FORM:

W. Stephen Nixon
W. Stephen Nixon
County Counselor

ATTEST:

Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature