

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20441

Sponsor(s): Scott Burnett & Crystal Williams

Date: June 8, 2020

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Transferring \$100,000 from various accounts in the General Fund for purpose of making a contribution to the City of Kansas City, Missouri to purchase a building in the total amount of \$275,000 to provide a permanent space for the Westside CAN Center and authorizing an intergovernmental agreement between Jackson County and the City of Kansas City, Missouri for this purpose.</p>																						
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="365 625 1507 1094"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$100,000</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$100,000</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$100,000</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: FROM:</td> <td>FROM ACCT:</td> </tr> <tr> <td>001-4101-55010 Prosecuting Attorney – Regular Salaries</td> <td>\$20,000</td> </tr> <tr> <td>001-4101-56798 Prosecuting Attorney – Grant Match</td> <td>\$5,000</td> </tr> <tr> <td>001-1001-55010 County Executive Office – Regular Salaries</td> <td>\$75,000</td> </tr> <tr> <td></td> <td>\$100,000</td> </tr> <tr> <td>TO:</td> <td>TO ACCT:</td> </tr> <tr> <td>001-5023-56070 Westside CAN Center – Intergovernmental Agreement</td> <td>\$100,000</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	\$100,000	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$100,000	Amount budgeted for this item * (including transfers):	\$100,000	Source of funding (name of fund) and account code number: FROM:	FROM ACCT:	001-4101-55010 Prosecuting Attorney – Regular Salaries	\$20,000	001-4101-56798 Prosecuting Attorney – Grant Match	\$5,000	001-1001-55010 County Executive Office – Regular Salaries	\$75,000		\$100,000	TO:	TO ACCT:	001-5023-56070 Westside CAN Center – Intergovernmental Agreement	\$100,000
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001-5023-56070 Westside CAN Center – Intergovernmental Agreement	\$100,000																						
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date):</p>																						
CONTACT INFORMATION	<p>RLA drafted by Troy Schulte, County Administrator at 881-1079</p>																						
REQUEST SUMMARY	<p>This resolution transfers a total of \$100,000 from various accounts in the General Fund for the purpose of contributing \$100,000 from Jackson County to the City of Kansas City, Missouri to enable the purchase of a new building by the City of Kansas City in the total amount of \$275,000 to house the Westside CAN Center. The RLA also authorizes an Intergovernmental Agreement between the City of Kansas City and Jackson County detailing the specifics of this agreement.</p>																						
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																						
COMPLIANCE	<p><input type="checkbox"/> MBE Goals</p>																						

	<input type="checkbox"/> WBE Goals N/A	
	<input type="checkbox"/> VBE Goals	
ATTACHMENTS		
REVIEW	Department Director: <i>Ang M. Salata</i>	Date: 6/4/2020
	Finance (Budget Approval) <i>If applicable</i>	APPROVED By Mark Lang at 11:01 am, Jun 04, 2020
	Division Manager: <i>A. G. Smith</i>	Date: 6/4/2020
	County Counselor's Office: <i>Bryan Conishy</i>	Date: 6/4/20

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- X Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
001-5023-56070	General Fund- Westside CAN Center - Intergovernmental Agreement	\$100,000

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
BETWEEN
JACKSON COUNTY, MISSOURI,
AND
THE CITY OF KANSAS CITY, MISSOURI**

THIS AGREEMENT, made as of this ____ day of ____, 2020, by and between Jackson County, Missouri (“County”), and the City of Kansas City, Missouri, a municipal corporation (“City”).

WHEREAS, the Parties recognize and acknowledge the need to allow the Westside Community Action Network, Inc. (“Westside CAN”), to continue to operate to serve the Westside Neighborhood of Kansas City, MO; and,

WHEREAS, Westside CAN currently leases space at 2130 Jefferson Street, Kansas City, MO, that is owned by Downing Street Holdings, LLC (“DSH”), the term of which lease expires on June 30, 2020 (“Former Lease”); and,

WHEREAS, the Former Lease included a rent-free period negotiated by the City of Kansas City (“the City”) as a part of the funding initially provided by the City at the time the property was acquired by DSH that has lapsed or will lapse; and,

WHEREAS, there is a dispute between Westside CAN and DSH on the amount and nature of accrued rent; and,

WHEREAS, DSH has expressed a desire to sell that existing facility to the City, but at a price that substantially exceeds its appraised value; and,

WHEREAS, the County provides funding to the Westside CAN's operations, in the amount of \$42,000.00 in 2020, to assist in such non-profit's community efforts; and,

WHEREAS, the City provides funding to the Westside CAN's operations in the amount of \$20,000.00 per fiscal year, to help defray the operational expenses for the offices located there for KCPD officers and Neighborhood and Housing Services Department property maintenance code officers; and,

WHEREAS, the County, the City, and Westside CAN have identified an available alternative property ("the Property") in which Westside CAN may continue to serve the Westside Neighborhood, located at 1111 W. 29th Street and 2901 Holly Street in Kansas City, MO, with a purchase price of \$275,000.00, contingent upon the City's City Council approving a Real Estate Sales Contract, the City's completion of due diligence regarding the Property to allow its acquisition by the City, the negotiation and execution of a lease of the Property by the City to Westside CAN, and the execution of this Intergovernmental Cooperative Agreement between the County and the City, by which the County will contribute \$100,000.00 to the City towards the purchase price of the Property, subject to certain interests to be retained by the County; now therefore,

IT IS AGREED by and between the Parties as follows:

1. Scope of Agreement. This Agreement outlines the terms and conditions by which the City will acquire the Property for the use and benefit of Westside CAN and by which the County will financially contribute to the cost of this acquisition.
2. Payment. Upon execution of the Agreement, the County shall pay the City the sum of \$100,000.00, to be applied by the City towards the purchase of the Property for the use and benefit of Westside CAN.
3. Lease. Upon acquisition of the Property, the City shall lease the Property to Westside CAN, upon such terms and conditions as may be agreeable to both the City and Westside CAN.
4. Subsequent Events.
 - a. If, during the term of this Agreement, the City determines that Westside CAN has become unsuccessful or is no longer serving a municipal public purpose or, if in the City's opinion, maintenance and repair of the Property have become an unacceptable burden, the City may redirect the use of the Property to a City Agency or another non-profit agency for an alternative municipal public purpose.
 - b. If, during the term of this Agreement, the City determines that, due to conditions set out in subparagraph a. above, the Property should be sold in an open and public competition, the County shall be entitled to a share of the sale proceeds, in proportion to the amount of time remaining on the term of this Agreement, e.g., if the Property is sold before the first anniversary of this Agreement, the County shall receive 36.3 % of the sale proceeds and if the Property is sold before the nineteenth anniversary of this Agreement, but before its expiration, the County shall receive 1.825% of the sale proceeds.
5. Term. The term of this Agreement shall be from _____, 2020, until _____ 2040.

6. Modification. This Agreement shall not be amended, modified, or canceled without written consent of the other Party to this Agreement. The Parties shall have authority to make modifications to the Agreement that do not change the consideration to be paid by the County to the City hereunder or affect the duration of the Agreement upon approval of both Parties.
7. Defense and Indemnification. Neither Party to this Agreement shall assume any liability for the acts or omissions of the other Party to this Agreement, its officers, or employees.
8. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. The Parties submit to the jurisdiction of the 16th Circuit Court of Jackson County, Missouri, with venue at Kansas City.
9. Waiver. Waiver of any of the provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving Party to any further waiver, modification or breach by the other Party, whether new or continuing, of the same or any other covenant, or breach by the Party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the Parties of this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.
10. Severability. If any covenant or other provision of this Agreement shall be construed to be invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

14. Warranty. City and County warrant that each has authority to enter into this Agreement and that all necessary approvals have been given.

15. Incorporation. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, City and the County have each caused this Agreement to be executed by its duly authorized representative effective as of the date first above written.

CITY OF KANSAS CITY, MISSOURI
A Constitutionally Charter Municipal
Corporation of the State of Missouri

JACKSON COUNTY, MISSOURI

By _____
Manager of

By _____
County Executive

By _____
Sheriff

APPROVED AS TO FORM:

By _____
Assistant City Attorney

By _____
Jackson County Counselor

ATTEST:

By _____
Clerk of the Legislature, Jackson County