

**SERVICE / MANAGEMENT AGREEMENT**  
**Between**  
**The Downtown Community Improvement District**  
**And**  
**Jackson County, Missouri**

THIS SERVICE / MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of the **tenth (10) day of November, 2010**, by and between Jackson County, Missouri, (the "Owner"), and the Downtown Community Improvement District/CID, (the "Manager").

WITNESSETH:

WHEREAS, the Owner is the owner of certain real property commonly known as Oppenstein Brothers Memorial Park, the Jackson County Courthouse, the Jackson County Detention Center, the Jackson County Regional Correctional Center, the Jackson County Community Justice Center, and all related parking lots located in the Central Business District loop of the City of Kansas City, County of Jackson, State of Missouri (collectively the "Properties") and

WHEREAS, the Owner desires to engage Manager to clean and secure the Properties as described above, and the Manager desires to render such management services to Owner, upon and subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, Owner and Manager agree as follows:

**1. Engagement of Manager**

Owner engages Manager and Manager agrees to serve as Manager in connection with the Properties for the period of calendar year 2010, renewable up to four additional years, upon the terms and conditions hereinafter set forth below.

**2. Manager's Duties**

Manager shall provide the following services with regard to the Properties as provided herein.

**3. Oppenstein Brothers Memorial Park**

(a) General Maintenance

1. Supervise and direct the maintenance operation of the park on behalf of Owner in an efficient and satisfactory manner and to the best of its abilities.
2. Sweep the park two (2) times each business day.
3. Remove trash, debris and any other matter each business day.
4. Promptly remove graffiti from any visible surface as needed.
5. Power washes the properties as needed.
6. Promptly report any repairs needed of capital equipment (benches, trash cans, etc.) to Owner.
7. Provide all turf maintenance each year of the Agreement from the months of March through October. This maintenance will include all mowing, trimming and edging.

8. Provide all maintenance, repair and replacement (if desired) to any permanent or temporary structures that were installed by Manager, with the approval of the Owner. Capital replacement items will be provided by Owner at its discretion.

(b) Snow Events

1. When snow/ice accumulation has covered hard surface areas the CID snow crew will be initiated. The park will be cleared of snow and ice by the CID snow crew.
2. If the snow event accumulated during the night, the CID snow crew will report to the designated facility early enough each morning, 7 days a week, to have the area cleared by 8:00 a.m. Every attempt will be made to make passable all areas by 8:00 a.m. If the snow continues to accumulate during the day, appropriate staff will stay and clear sidewalks until 5:00 p.m. Monday through Friday.

**4. Jackson County Courthouse and Corrections**

**Locations:**

1. Jackson County Courthouse; 415 East 12th Street, Kansas City, Mo.
2. Jackson County Corrections Facility; 1300 Cherry Street, Kansas City, Mo.
3. Jackson County Regional Correctional Center; 505 East 12<sup>th</sup> Street, Kansas City, Mo.
4. Jackson County Community Justice Building; 1315 Locust Street, Kansas City, Mo.

**Contact Information**

**CID**

Name:	Sean O'Byrne	Phone (816) 421-5243	Cell (816) 589-8913
Backup Name	Mark Rowlands	Phone (816) 421-5243	Cell (816) 509 1532

**Jackson County Courthouse (Facilities Management)**

Name:	Craig Mosher	Phone (816) 881-3748	Cell (816) 813-9362
Backup Name	Facilities switchboard	Phone (816) 881-3258	Cell

**Jackson County Corrections**

Name:	Norman Dennison	Phone (816) 881-4399	Cell 816-564-6112
Backup Name	Ron Bearce	Phone (816) 881-4226	Cell 816-785-8549

**Jackson County Parks & Recreation**

Name:	JD Ingram	Phone (816) 503-4823	Cell (816) 365-0450
Backup Name	Ron Fuhrken	Phone (816) 503-4803	Cell (816) 564-6340

(a) Grounds Cleaning

Standard:

1. Grounds should be clean and free of evidence of vandalism, unnecessary markings, excessive dirt, sticky spills, etc.
2. Tables, chairs and benches should be clean and free of graffiti, insects or structural damage.
3. Grounds should be free of wasp nests, bird nests and spider webs, if reachable.
4. Grounds should be generally free of trash, cigarette butts, bottles, cans, glass and obvious litter.

Procedures:

1. Pick up all litter in the grounds area including sidewalks, steps, porches, parking lots as needed. Pay particular attention to broken glass, pop tops and cigarette butts.
2. Gum, etc. should be scraped from the ground surface with a putty knife.
3. With sprayer-washer or broom, remove any cobwebs, etc., that have built up overhead.
4. Sweep collected debris off hard surfaces into trash containers. Do not push into edging cut.
5. Pick up around trash barrels, paying particular attention for broken glass and pop tops. Dispose of all cleaned-up material in the trash.
6. Remove all litter and other debris from tree catch basin.

Frequency:

Once daily before 10:00 a.m.

(b) Safety

1. Supervise and direct the safety operation of the properties on behalf of and for the Owner, in an efficient and satisfactory manner and to the best of its abilities.
2. Patrol the property four (4) times each business day.
3. Coordinate Parking Lot patrols with appropriate Owner representative.
4. Coordinate communications with Jackson County Sheriff's Office and Kansas City Police Department, as needed.
5. Distribute service information with the CID kiosk as needed.
6. Distribute homeless service cards as needed.

(c) Programs

1. Request (through the Owner's Special Use Permit Application Process) the use of the Property for all special events at least two weeks in advance of the event.
2. Apply for all required permits identified through the Special Use Permit Application process.

(d) Mowing & Landscaping

Procedures:

When arriving to an area to be mowed:

1. Walk the area to be mowed and remove any debris, limbs and trash from the area.
2. Proceed to mow the area never directly pointing the discharge chute onto sidewalks/hard surface walk areas.
3. Trim around any obstacles such as trees, poles, stumps, signs etc.
4. Keep mowers and support equipment off sidewalks.
5. When completed with mowing, grass should be blown off any concrete/hard surface.

Standard:

1. The area must maintain a neat and clean appearance at all times. Under normal conditions, the area should be mowed every five (5) days (The Courthouse lawn will be mowed on Mondays and Thursdays).
2. Grass should be generally uniform in appearance and attractive. Rocks, trash, limbs and debris must be removed.
3. Height of grass should be maintained as recommended for the species, a minimum height of 3 ½" and a maximum height of 4.5".

4. Concrete edges (walkways and shelters) should be edged/trimmed to provide a neat appearance. Grass around trees, sign posts, poles, marker posts will be trimmed to provide a neat and clean appearance.

Sidewalk Trees:

1. Mulch should be placed around the base of trees on the sidewalks adjacent to the roadways at least twice each year.
2. Any and all weeds should be removed at least bi-weekly.
3. Any and all trash should be removed daily.

**5. Owner's Duty**

Jackson County Parks Personnel will meet with the CID to walk the property addressing all areas of snow removal and mowing. Parks staff will also be on site for the first mowing.

**6. Contract Service Cost**

Manager is to provide all labor, tools, equipment, training, materials and supervision to perform daily requirements. Manager is to provide Safety and Security requirements consisting of patrol and observation, report illegal or unusual activity, provide assistance when needed to County employees and County visitors and to participate in special events when requested. Location for this Scope of Work is for the above mentioned properties within the Central Business District Loop of Downtown Kansas City, Missouri.

**Yearly Contract Service Cost: \$50,000.00**

**7. Insurance**

- (a) Manager shall take out and keep in force during the term of this Agreement, at its own cost and expense, commercial general public liability with commercially reasonable limits, to protect the Owner against any liability to persons or property incident to Manager's use or maintenance of or resulting from any accident occurring in or about the Property that shall be due to, arise out of, result from, or in any way connected to the maintenance, use or occupancy of the Property by the Manager or any other party acting by or through Manager; and name Jackson County, Missouri as an additional insured.
- (b) The policy of insurance required under Subsection (a) above shall be primary and non-contributory, shall be issued by an insurance company licensed to do business in Missouri, shall name the Owner as additional insured, and shall provide that the policy cannot be canceled or not renewed without first giving thirty (30) days written notice of such to the Owner. Upon demand the Manager shall furnish to the Owner, evidence reasonably satisfactory to the Owner that the insurance required herein is in full force and effect.
- (c) Manager shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages and costs (including reasonable attorney's fees directly related thereto) to the extent caused by the negligence or willful misconduct of Manager or its employees, agents or representatives.

**8. Subject to Appropriation**

Manager and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or those funds are otherwise unavailable by any means whatsoever for payments due hereunder, the County shall immediately notify Manager of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

**9. Notice**

Any notice, request, instruction or other communication to be given to either party hereunder shall be in writing and shall be conclusively deemed to be delivered when personally delivered or when (a) transmitted by facsimile number indicated below followed with a mailing by regular United States Postal Service mail; (b) deposited for overnight delivery with an overnight courier such as Federal Express, Airborne, United Parcel Service or other overnight courier service; or (c) deposited in the United States Postal Service mail, sent by certified mail, return receipt requested. Such notices are addressed to:

**Jackson County Executive's Office**  
415 East 12<sup>th</sup> Street, Suite 200  
Kansas City, Missouri 64106  
816-881-3133 (fax)

**Downtown Community Improvement District**  
911 Main Street, Suite 110  
Kansas City, Missouri 64105  
816-123-4567 (fax)

**10. Termination**

This Agreement can be terminated by either party by providing 120 days written notice. In the event that the Manager terminates the agreement, any yearly services fees that have been paid in advance will be refunded to the Owner at a monthly pro-rated amount.

**11. Independent Contractor**

The Manager shall work as an independent contractor and not as an employee of the County. The Manager shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result.

**12. Severability**

If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision 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 as expressed herein.

**13. Incorporation**

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

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of the date and year first above written.

OWNER: JACKSON COUNTY

By: \_\_\_\_\_

Name: Michael D. Sanders

Title: Jackson County Executive

MANAGER: DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT

By: Sean O'Byrne

Name: Sean O'Byrne

Title: Executive Director

APPROVED AS TO FORM:

By \_\_\_\_\_  
William G. Snyder  
Acting County Counselor

ATTEST BY:

\_\_\_\_\_  
Mary Jo Spino, Clerk of the Legislature

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ \_\_\_\_\_ which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Acct. # \_\_\_\_\_