

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Intergovernmental Cooperative Agreement with the Jackson County Sports Complex Authority concerning the disposition of County-owned personal property located at the Harry S. Truman Sports Complex.

RESOLUTION NO. 20237, August 26, 2019

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the County and Jackson County Sports Complex Authority are interested in establishing a formal procedure to govern the disposition of County-owned personal property located at the Harry S. Truman Sports Complex that is no longer needed by the Authority or either of the Authority's subtenants at the sports complex, the Kansas City Chiefs and Kansas City Royals; and,

WHEREAS, pursuant to the attached Intergovernmental Cooperative Agreement, the Authority would first be required to offer any unneeded personal property to the County, for the County to dispose of by sale, donation, or other means set out in chapter 11 of the County Code; and,

WHEREAS, if the County, through the Director of Finance and Purchasing, chooses not to take possession of any such property, the Authority would then be authorized to dispose of such property in any manner the Authority deems most practicable, with the net proceeds of such disposition to be paid to the County; and,

WHEREAS, the Agreement would take effect once the County has amended its property disposition procedure contained in chapter 11 of the Jackson County Code; now therefore,

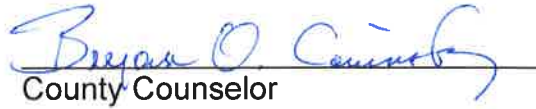
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Intergovernmental Agreement with the Jackson County Sports Complex Authority.

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I hereby certify that the attached resolution, Resolution No. 20237 of August 26, 2019, was duly ~~passed on~~ **WITHDRAWN OCT 21 2019**, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

WITHDRAWN OCT 21 2019

Date

Mary Jo Spino, Clerk of Legislature

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE
JACKSON COUNTY SPORTS COMPLEX AUTHORITY AND JACKSON COUNTY,
MISSOURI**

This Intergovernmental Cooperative Agreement ("Agreement") is made this ___ day of _____, 2019 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, extending the term of the Lease Agreement to January 31, 2031; and

WHEREAS, on July 15, 2014, the County and the Authority entered into an Amended and Restated Agency Agreement to define and formalize their working relationship with respect to the Authority's role as the County's agent;

WHEREAS, recently questions have been raised concerning the disposal of discarded personal property by the Authority and the Teams and the Authority and the County desire to establish a procedure as to the disposal of discarded personal property upon notification to the County of the same;

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

1. When items of personal property are discarded by the Authority or the Teams, the Authority shall send written notification either by regular U.S. mail or electronic mail ("Notification") to the County's Purchasing Agent with a general description of the items of

personal property to be discarded by the Authority and the Teams (“Discarded Personal Property”).

2. The County’s Purchasing Agent will determine, within thirty (30) days of the Notification, whether the County desires to take possession of the Discarded Personal Property and notify the Authority of this plan during this thirty (30) day period of the County’s intent to assume possession of the Discarded Personal Property.

3. If the County desires to take possession of the Discarded Personal Property, the County will remove the Discarded Personal Property from the Sports Complex within thirty (30) days of notifying the Authority of its plan to take possession of the Discarded Personal Property.

4. If the County determines that it does not desire to take possession of the Discarded Personal Property, the County will execute a bill of sale in favor of the Authority generally describing the Discarded Personal Property as it was described in the Notification (“Bill of Sale”) and said Bill of Sale shall be provided to the Authority within thirty days of the County’s determination and notification to the Authority that it does not desire to take possession of the Discarded Personal Property.

5. Upon receipt of the Bill of Sale, the Authority will dispose of the Discarded Personal Property in a manner which it deems most practicable. Any net proceeds from such disposal by the Authority shall be paid to the County within thirty (30) days of said receipt by the Authority.

6. If the County’s Purchasing Agent fails to respond within thirty (30) days as provided in Section 2 above or fails to take possession of the Discarded Personal Property within thirty (30) days as provided in Section 3 above, the Authority will proceed as provided in Section 5 above in disposing of the Discarded Personal Property and the County will provide a Bill of Sale for the same.

7. This Agreement shall become effective at such time as the County has amended any ordinances which may conflict with its provisions, specifically Sections 1131, 1131.1 and 1141 of the Jackson County Code, to allow the actions described above.

8. This 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

Greg Kratofil, Chairman

APPROVED AS TO FORM:

Michael T. White, Counsel for the Authority

ATTEST:

Secretary

JACKSON COUNTY, MISSOURI:

Frank White
County Executive

APPROVED AS TO FORM:

Jay Haden
County Counselor

ATTEST:

Mary Jo Spino
Clerk of the County Legislature