

Jackson County, Missouri
 City of Independence, Missouri
 Agreement for Renovation of Historic Courthouse

THIS AGREEMENT is entered into this 22nd day of May, 2013, by Jackson County, Missouri, a body politic of the state of Missouri (hereinafter referred to as County) and the City of Independence, Missouri, a Municipal corporation of the State of Missouri (hereinafter referred to as City).

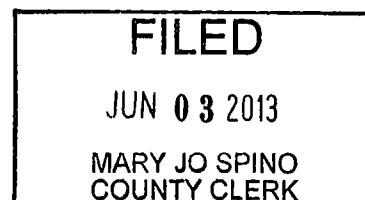
WHEREAS, the City's Tourism Department needs construction services to renovate that part of the Historic Truman Courthouse it will use for the Tourism Department and a Visitor's Center; and

WHEREAS, County has approved Change Order No. 1 to its contract with Universal Construction Co., Inc. to, among other things, provide the construction services needed by the City's Tourism Department; and

WHEREAS, the City and the County wish to enter into an agreement whereby the City will pay the County and the County will pay its contractor for the needed construction services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Statutory Authority. The parties enter in this Agreement as authorized by Section 70.221 of the Revised Statutes of Missouri, and agree that the scope of this Agreement is within the powers of each party.
2. Construction Services. County will cause its contractor, Universal Construction Co., Inc. to perform the interior renovations set forth on Exhibit A hereto on that part of the Historic Truman Courthouse designated for use by the City Tourism Department and the Visitor's Center, specifically in Rooms 129, 130, 131, 132, 133, 135, 136, 137 and 138.
3. Obligations of the City. City agrees to pay for the construction services an amount not to exceed \$238,057.00 in the following manner:
 - A. The City will pay in advance an amount not to exceed \$20,000 for work done by Universal Construction Co., Inc. before the signing of this agreement..
 - B. Thereafter, the City shall pay monthly based on progress of the work as certified by Piper Wind Architects.



C. Any additional work, and the price therefore, must be agreed in writing in advance by the City.

4. Obligations of the County. The County agrees to ensure that its contractor, Universal Construction Co., Inc., performs all construction services as set forth in Exhibit A in a workmanlike manner and to pay to Universal Construction Co. Inc. all amounts paid by the City to the County for the construction services performed on the City Tourism Department and the Visitor's Center, specifically in Rooms 129, 130, 131, 132, 133, 135, 136, 137 and 138 of the Historic Truman Courthouse.

5. Appropriation Required. All financial obligations of this Agreement are subject to the appropriation of the necessary funds by the legislative or governing body of the party responsible for the payment.

6. Invalidation by Court Action. Invalidation of any part of this Agreement by judgment or other court action shall in no way affect any other provisions, which shall remain in full force and effect.

7. Mutual Cooperation. The parties agree that they will confer and cooperate with each other to ensure that the project is accomplished as efficiently and expeditiously as possible.

8. Termination. This Agreement may be terminated at the option of either party at any time upon ten (10) calendar days' written notice, except any obligation to pay for work already performed shall survive any termination.

9. Notices. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address as the party shall designate in writing.

County:

Jackson County, Missouri
415 East 12th Street, 2nd Floor
Kansas City, MO 64106

City:

City Manager
City of Independence
111 East Maple, P.O. Box 1019
Independence, MO 64051

10. Approval. This Agreement shall become effective upon approval by the governing bodies of the parties.

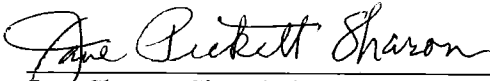
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

CITY OF INDEPENDENCE, MISSOURI

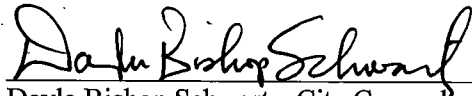
By 
Robert Heacock, City Manager

Ord. No. 1811

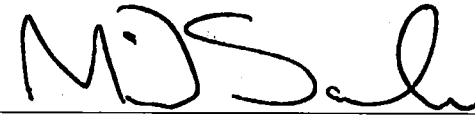
ATTEST:


Jane Sharon, City Clerk

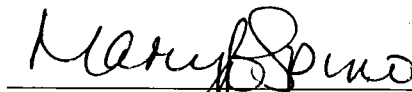
APPROVED AS TO FORM


Dayla Bishop Schwartz, City Counselor
City of Independence, Missouri

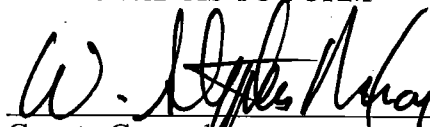
JACKSON COUNTY, MISSOURI

By 
Michael D. Sanders, County Executive

ATTEST:


Clerk of the Legislature

APPROVED AS TO FORM


County Counselor