

**RFQ for the Operation, Maintenance, and Management of the
Plaza Tennis Center**

Description: Request for qualifications for the operation, maintenance, and management of the Plaza Tennis Center located at 4747 JC Nichols Parkway, Kansas City, MO 64112.

Contact Information:

Doug Schroeder
Administrative Officer
(816) 513-7650
douglas.schroeder@kcmo.org

Department: Parks and Recreation

Category: License for Facility with Concession Agreement

Project Number: RFQ # PTC2025

Bid Opening Information: n/a

RFP/RFQ/RFI Deadline Information: Six copies of the response should be sent to:

KCMO Parks and Recreation,
Terry R. Dopson Administrative Building,
4600 E. 63rd St. Trafficway, Kansas City, MO
64130

By 2:00 PM, September 11, 2024.

Number of Addenda: 16 additional pages.

**LICENSE FOR FACILITY WITH CONCESSION AGREEMENT
KANSAS CITY, MISSOURI PARKS AND RECREATION DEPARTMENT**

1. INVITATION TO SUBMIT

The Kansas City, Missouri Parks and Recreation Department is requesting responses from qualified individuals/companies interested in management, maintenance and operation of the Plaza Tennis Center, located at 4747 J.C. Nichols Parkway, Kansas City, MO 64112.

2. Background:

The City of Kansas City, Missouri through its Board of Parks and Recreation Commissioners is seeking responses from qualified individuals/companies regarding the management, maintenance and operation of the Plaza Tennis Center as a public tennis facility. The Center's amenities include: fourteen (14) outdoor lighted tennis courts, an exhibition court with seating (adjacent to the clubhouse); pro shop, locker rooms, a viewing patio, backboards, and a snack bar. The selected individual/company will be responsible for managing the entire facility including maintenance operations.

The qualified individual/company selected shall possess tennis management skills and experience with outdoor tennis courts and have the ability to perform quality work, as solely determined by the City of Kansas City, Missouri's Parks and Recreation Department which qualifies it to operate the Plaza Tennis Center.

A site visit is highly recommended. Access to the facility must be arranged through the Kansas City, Missouri Parks and Recreation Department.

3. Scope of Agreement

The intent of this request is to enter into a license for facility with concession agreement with qualified individuals/companies to lease the Plaza Tennis Center operate it as a public tennis facility. The selected individual/company will be responsible for the management, maintenance and operation of the entire facility and grounds (inside of the perimeter fencing). The term of the agreement will be for one year with the option of 4 one-year renewals. The City is conducting a competitive selection process to determine the most qualified individual/company. It is the intent to use the Request for Qualifications (RFQ) process described herein to select qualified individuals/companies.

Selected individual/company must agree to comply with all requirements of the City's standard license for facility with concession agreement. A draft of the agreement (**Attachment A**) is attached to the end of this RFQ.

4. Four (4) copies of the response to this Request for Proposals should be submitted to, and received by the office listed below no later than:

2:00 PM, September 11, 2024

*Doug Schroeder
Kansas City, MO Parks and Recreation Department
4600 East 63rd Street
Kansas City, MO 64130
(816) 513-7650*

5. Questions regarding this Request for Qualifications should be directed to:

*Doug Schroeder
Kansas City, MO Parks and Recreation Department
(816) 513-7650
douglas.schroeder@kcmo.org*

6. **SUBMITTAL OF STATEMENT OF QUALIFICATIONS**

Provide the following information regarding qualifications for this contract.

Minimum Qualifications Criteria

- Five years' experience in managing regulation size public or private tennis facilities; preferably municipally owned facilities.
- Detailed management experience including a list of properties managed.
- Facility name, contact person and title, phone number, address and number of years facility was operated should be included.
- List of individual or corporate staff and years of experience.
- Current USTA certification for instruction.
- Three tennis industry references.
- Experience in concession operations.
- Professional Tennis Management degree preferred.

7. **SELECTION PROCESS**

Upon receipt of the detailed response to the RFQ for management, maintenance and operation of the Plaza Tennis Center, the Selection Committee will review the submittals; interview the prospective firms, if necessary; and make a recommendation of the firm best qualified and capable of operating, managing and maintaining the facility. The City of Kansas City, Missouri through its Board of Parks and Recreation Commissioners intends to award the agreement to the qualified firm which best demonstrates the commitment and application of experience, resources and knowledge necessary based upon the following criteria:

- Ability to manage multiple tennis courts serving a diverse urban population.
- Experience and qualifications of tennis management staff.

- Experience and qualifications of corporate management staff.
- Plan to staff the pro shop and food and beverage operation, maintenance operation and program operation including tennis instructors and tournament event planner.
- Concession plan to include proposed menu with pricing for the food and beverage operation and estimated revenues.
- Experience in operating multiple court facilities.
- Proposed compensation schedule for all seasonal staff.
- Maintenance and program plans including an estimation of needed expenditures in the areas of maintenance and personnel to operate the Plaza Tennis Center, including potential program revenue estimates.
- Ability to market the tennis facility to generate interest and participation from a diverse urban population.

8. RESPONSE GUIDELINES:

Each of the following sections must be included in your response (*NOTE – Please clearly indicate what the submittal is for and mark each section with a numbered tab that corresponds to the list below.*)

1. Demonstrate ability to manage multiple municipal or public tennis courts serving a diverse urban population.
2. Experience and qualifications of tennis management staff.
3. Experience and qualifications of corporate management staff.
4. Plan to staff the food and beverage operation, maintenance operation, program operation, tennis lessons, leagues and tournaments.
5. Concession plan to include proposed menu with pricing for the food and beverage operation and estimated revenues.
6. Experience in operating a multiple court facility with a seasonal staff.
7. Staffing plan demonstrating experience in recruitment, training, and retention of staff.
8. Proposed compensation schedule for all seasonal staff.
9. Proposed program operation including days, number of staff needed, and potential revenue.
10. Experience and ability to schedule local leagues and tournaments.
11. Marketing plan, including ways to generate interest and participation from a diverse urban population.
12. A proactive corporate social responsibility plan.

If you are interested in leasing the Plaza Tennis Center, please submit six copies of your proposal no later than 2:00 PM, September 11, 2024.

This Request For Qualifications (RFQ) is an invitation by the City for Proposers to submit a response, which may be subjected to subsequent discussions and negotiations. It is not a request for a competitive bid. Submittal of a response does not create any right in or expectation to a lease with the City. The City reserves the right at any time to add to, delete, modify, or enlarge this RFQ, including any specifications and/or statement of work, the proposed agreement, the terms and conditions and any subsequently executed contract.

Responses may be evaluated, and an award made with or without discussions and/or negotiations with Proposers. The City also reserves the right to discuss and negotiate anything and everything with any Proposers at any time. The City reserves the right to request additional information from any or all Proposers. Negotiations by the City will not be deemed a counter offer or a rejection of any original response. The City reserves the right to reject any and all responses.

Responses will be reviewed, and interviews may be scheduled. A factor in the review process will be the individual or company's ability to address the above items in an effective, efficient manner. All respondents will be notified within ten days of receipt of the responses for further consideration. The selected individual/company must be able to meet Kansas City Missouri Equal Employment Opportunity and Affirmative Action program requirements.

If you have any questions regarding information on the project please contact Doug Schroeder, Administrative Officer at (816) 513-7650.

ATTACHMENT A

DRAFT LICENSE FOR FACILITY WITH CONCESSION AGREEMENT

PARKS AND RECREATION DEPARTMENT

THIS LICENSE made and entered into this _____ between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), through its Board of Parks and Recreation Commissioners (Board) and _____ (Licensee).

WHEREAS, the Board has under its control various park lands and boulevards belonging to City including, Plaza Tennis Center (Premises), located at 4747 J.C. Nichols Parkway; and

WHEREAS, the Board of Parks and Recreation Commissioners is authorized to license or lease any land, building, or parts thereof in any park for any public park and recreation purposes to any person undertaking to serve that purpose, in the manner provided by Article X of the City Charter; and

WHEREAS, the Director of Parks and Recreation is authorized by the Parks Board to execute Parks and Recreation Department contracts; and

NOW THEREFORE, in consideration of the payments and mutual agreements contained in this License, City and Licensee agree as follows:

Sec. 1. Permission for use of premises. City hereby grants to Licensee the non-exclusive permission to enter upon the Premises for the limited purpose of recreational and competitive tennis, and tennis instruction during the Term of this License. Necessary City personnel shall have access to the Premises at all times. City grants to Licensee permission for the sale of concessions and concession rights as stated in Section 2.

Sec. 2. Licensee’s Responsibilities.

A. Plaza Tennis Center Management and Operation.

1. Operate the Plaza Tennis Center as a public tennis facility subject to the limitations of seasonal weather conditions.
2. Consummate arrangements with concessionaires, licensees, tenants, or other intended users of the Plaza Tennis Center, subject to City approval.
3. Make all repairs, decorations, replacements, additions, and revisions to the Plaza Tennis Center as shall be reasonably necessary for routine maintenance of the Plaza Tennis Center.
4. Licensee is responsible for appropriate staffing of the facility to ensure that the facility is accessible to accommodate all scheduled events and daily open play.

5. Licensee shall not make any alterations, additions, or changes to the exterior appearance or the structural nature of the tennis courts, locker rooms, pro-shop, office, concession area, concession kitchen or other rooms located at the Plaza Tennis Center without prior consent of the City.
6. Concessions.
 - a. Licensee shall submit to the Board for approval, a listing of all items, including price and specific merchandise offered for sale on the Premises by April 1, 2025.
 - b. The sale of alcoholic beverages **is** permitted under this License.
 - c. The sale of tobacco products **is not** permitted under this License.
 - d. Licensee shall furnish all equipment necessary for the operation of the concession facility. Licensee agrees that in the use of the premises and in the sale of merchandise to the public that Licensee and its employees will not discriminate against any person on the grounds of race, color, sex, national origin, age, or disability or handicap.
 - e. Licensee shall maintain all concessions facilities in a neat and clean condition at all times and shall comply with all requirements of the city's Health Department for all beverages and food, offered for sale. Each day, Licensee shall collect, store, and dispose of all refuse, garbage and debris in covered containers.
 - f. Prices of all merchandise for sale shall be plainly shown so that customers may easily compare prices, quality and quantity. The Licensee shall make no effort to conceal lower priced merchandise for the purpose of promoting the sale of higher priced merchandise.
 - g. Licensee agrees to defend, hold harmless and indemnify the City for any and all liability, claims costs, actions and expenses of any kind, including reasonable legal fees that may arise out of or from this license agreement.
7. **Accounting.** No later than 15 days after the end of each month of this agreement, the Lessee shall submit to City a monthly financial report or, a monthly accounting of all receipts and all expenses incurred by Lessee in operating the Plaza Tennis Center for the previous month. In any event, City shall have reasonable access to Lessee's accounting records at all times of the Lease.
8. Licensee must provide unrestricted and unlimited access to the site for a designated City Representative.
9. Licensee is responsible for appropriate staffing of the facility to ensure that the facility is accessible to accommodate all scheduled events and daily open play.

Sec. 3. Responsibilities of City.

- A. Cut grass on park maintenance cycle as needed, subject to availability of appropriated funds.
- B. City reserves the right to cooperatively conduct a user survey at any time during the duration of the License.
- C. City reserves the right to seek out any and all sponsorship opportunities, as well as, to display such sponsorship at any city owned parks and facilities.
- D. City reserves the right to utilize, at any time, any portion of Plaza Tennis Center that Licensee is not using under this License.
- E. Responsible for all fixed equipment (hot water tank, HVAC, fountain pump and motor) required for the operation and maintenance of the Plaza Tennis Center.
- F. Responsible for the maintenance of the trees in and around the facility.
- G. Responsible for water, sewer, and trash collection.
- H. Provide standard city forms as required.
- I. Give prompt and written notice to Licensee whenever City observes or otherwise becomes aware of any defect in the services or performances by contractor.
- J. On written request repair and/or pay for upkeep of all facility lights, fences, and structures at the Plaza Tennis Center that are required for daily operation of the program.
- K. It shall be the responsibility of the City to authorize or perform capital maintenance on a case-by-case basis.
- L. The City shall provide Contractor with written notice prior to making any capital alterations and/or improvement to the Plaza Tennis Center.
- M. Designate in writing a person to act as City Representative with respect to this agreement.

Sec. 4. Term of License. This License shall begin on January 1, 2025, and shall end December 31, 2025. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this agreement for four additional one-year periods.

Sec. 5. Compensation. The Licensee agrees to compensate City 40% of all net collected revenues payable at the end of the calendar year. Licensee agrees to make four \$5,000.00 payments for a total of \$20,000.00 as defined in **Attachment 2**. City representative will send an invoice based on the dates listed in **Attachment 2**. Licensee will pay the invoice within 10 days of receiving the invoice. The final invoice will reflect any additional monies due in excess of the scheduled payment's totaling \$20,000.00.

Sec. 6. Notices. All notices required by this License shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, personal delivery, or facsimile to the following:

City:
Christopher Cotten, Director
Parks and Recreation Department
Terry R. Dopson Administration Bldg.
4600 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-7500 Facsimile: (816) 513-7715
Email: Christopher.cotten@kcmo.org

Licensee:
Organization:
Attention:
Address:
City, State and Zip:
Phone:
Email:

All notices mailed by regular U.S. mail are effective 3 days after mailing.

Sec. 7. Conflicts of Interest. The provisions of City’s Code of Ordinances Sections 2-2001, 2-2002, 2-2020, 2-2021, 2-2022, and 2-2023 prohibiting City officers and employees from having a financial or personal interest in any contract with City, and Code Sections 2-2100 and 2-2101, imposing sanctions for violations, shall apply to this License. Licensee certifies that no known officer or employee of City has, or will have, a direct or indirect financial or personal interest in this License, and that no known officer or employee of City, or member of such officer’s or employee’s immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Licensee in this License

Sec. 8. Independent Contractor. Licensee is an independent contractor with respect to all services performed under this License. Licensee accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers’ compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by Licensee on work performed under the terms of this License. Licensee shall defend, indemnify and save harmless City from any claims or liability for such contributions or taxes. Nothing contained in this License nor any act of City, or Licensee, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship with City. Licensee is not City’s agent and Licensee has no authority to take any action or execute any documents on behalf of City.

Sec. 9. Indemnification.

A. For purposes of this Section 9 only, the following terms shall have the meanings listed:

1. “Claims” mean all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys’ fees, including attorney’s fees incurred by the City in the enforcement of this indemnity obligation.
 2. “Licensee’s Agents” means Licensee’s officers, employees, sub consultants, subcontractors, successors, assigns, invitees, volunteers, and other agents.
 3. “City” means City and its agents, officials, officers and employees.
- B.** Licensee’s obligations under this Section with respect to indemnification of City for Licensee’s acts or omissions, including negligence of the City, shall be limited to the coverage and limits of General Liability insurance that Licensee is required to procure and maintain under this License.
- C.** Licensee shall defend, indemnify, and hold harmless City from and against all Claims arising out of, or resulting from all acts or omissions in connections with this License caused in whole or in part by Licensee or Licensee’s Agents; regardless of whether or not caused in part by any act or omission, including negligence, of City. Licensee is not obliged under this Section to indemnify City for the sole negligence of City.
- D.** In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City’s rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or bylaw.

Sec. 10. Insurance.

- A.** Licensee shall procure and maintain in effect throughout the duration of this License insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this License, Licensee shall supply such insurance at Licensee’s cost.
1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation	Statutory
Employers Liability	\$100,000 accident
with limits of:	\$500,000 disease-policy limit
	\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the License, by Licensee.
 4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000.
- B. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this License, subject to the terms of ISO form CG 20 10 and CG 20 37 or their equivalent. Licensee shall provide to City at execution of this License a certificate of insurance showing all required endorsements and additional insureds.
- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.
- D. Regardless of any approval by City, it is the responsibility of Licensee to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Licensee's failure to maintain the required insurance in effect, City may order Licensee to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this License as provided for herein and by law.

Sec. 11. Governing Law. This License shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 12. Compliance with Laws. Licensee shall comply with all federal, state and local laws, ordinances and regulations applicable to this License. Licensee, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this License. All references to "Code" shall mean City's Code of Ordinances, including any amendments thereto or recodification thereof.

Sec. 13. Termination of License.

- A. City may, at any time upon ten (10) days' notice to Licensee specifying the effective date of termination, terminate this License, in whole or in part, when it is in City's best interests.
- B. City may terminate this License upon ten (10) days' notice to Licensee if Licensee is in material breach of this License and fails to cure the breach before the end of the ten (10) day notice period.
- C. Licensee may terminate this License upon ten (10) days' notice to City if City is in material breach of this License and fails to cure the breach before the end of the ten (10) day notice period.

Sec. 14. Defaults and Remedies. If Licensee shall be in default or breach of any material provision of this License, City may terminate this License, suspend City's performance, withhold payment, if any, or invoke any other legal or equitable remedy after giving Licensee notice and opportunity to correct such default or breach.

Sec. 15. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same, or of any other term, covenant or condition. No term, covenant, or condition of this License can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Licensee to which the same may apply and, until complete performance by Licensee of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this License or by law despite any such forbearance or indulgence.

Sec. 16. Rights and Remedies Cumulative and Not Exclusive. All rights and remedies granted to City herein and any other rights and remedies which City may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that City may have exercised any remedy without terminating this License shall not impair City's rights thereafter to terminate or to exercise any other remedy herein granted or to which City may be otherwise entitled.

Sec. 17. Americans with Disabilities Act. The City does not discriminate on the basis of disability in the admission or access to, or the treatment or employment in its public facilities. It is the responsibility of the Licensee to ensure that its program(s), event(s) or activities are accessible and comply with all provisions of the Americans with Disabilities Act (ADA).

Sec. 18. Headings; Construction of License. The headings of each section of this License are for reference only. Unless the context of this License clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this License and any incorporated Attachments, the provisions of this License shall control.

Sec. 19. Merger. This License, **including Attachment Nos. 1 and 2** constitutes the entire License between City and Licensee with respect to this subject matter, and supersedes all prior agreements

between City and Licensee with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this License.

Sec. 20. Modification.

- A. Unless stated otherwise in this License, no provision of this License may be waived, modified or amended except by written amendment signed by City and Licensee.
- B. No act, conversation or communication with any officer, agent or employee of City, either before or after the execution of this License, shall affect or modify any term or terminology of this License and any such act, conversation or communication shall not be binding upon City or Licensee.

Sec. 21. Severability of Provisions. Except as specifically provided herein, all of the provisions of this License shall be severable. In the event that any provision of this License is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this License shall be valid unless the court finds the valid provisions of this License are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this License could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 22. Binding Effect. This License shall be binding upon the City and Licensee and their successors in interest.

Sec. 23. Representations and Warranties. City and Licensee each certify that it has the power and authority to execute and deliver this License, to use the funds as contemplated hereby and to perform this License in accordance with its terms.

Sec. 24. Noise Code. Licensee shall comply with the provisions of the Noise Control Code, Chapter 46 of the Code.

Sec. 25. License Authorization. This License requires Board approval.

Sec. 26. Assignability or Subcontracting. Licensee shall not subcontract, assign or transfer any part or all of Licensee's privileges, obligations or interests without the Board's prior written approval. If Licensee shall subcontract, assign, or transfer any part of Licensee's privileges, interests or obligations under this License without the prior written approval of the Board, it shall constitute a material breach of this License. If the Board approves an assignment pursuant to this section, Sub-licensee shall comply with all the terms of this contract and as set forth in Licensee's Responsibilities.

Sec. 27. Force Majeure. In the event either party is unable to carry out its material obligations under this License by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this License by such party. As used herein, the term "Force Majeure Event" shall mean the occurrence of an event outside the reasonable control of the parties such as artist illness, death or accident; an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; epidemic; substantial interruption in, or substantial delay or failure of, technical facilities; failure or substantial and

extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God. In the event of a Force Majeure Event, City shall refund the Compensation to Licensee minus any mutually agreed upon expenses incurred prior to the termination of the event and neither party shall have any further obligations related to such event. This does not excuse Licensee's obligation to return the Premises to the City in the same condition it was received by Licensee per the terms of this Agreement except for conditions not contributed to by the Licensee.

Sec. 28. Advertising. If applicable, Licensee shall place the Kansas City, Missouri Parks and Recreation logo on all information distributed to the public as attached hereto as **Attachment No. 1**. A link to www.kcparks.org shall be placed on the Licensee's event web-site as well, if partnership is established.

Sec. 29. Non-discrimination Employment. Licensee shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of the City Code. Licensee shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 30. Tax Compliance. Prior to the Effective Date, and thereafter upon request by the City (not more frequently than annually), Licensee shall provide proof of compliance with the City's Business License and Earnings and Profits Tax ordinances (City taxes) from the City's Commissioner of Revenue.

Sec. 31. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity, the City Manager, the City department administering this Agreement and their delegates and agents.
2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Agreement and all Agreement amendments and renewals.

B. Licensee shall maintain and retain all Records at its headquarters location for a term of five (5) years that shall begin after the expiration or termination of this Agreement and all Agreement amendments. City shall have a right to examine or audit all Records and Licensee shall provide access to City of all Records at its headquarters location upon thirty (30) days written notice from the City.

C. The books, documents, and records of Licensee in connection with this Agreement shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity and the City department administering this Agreement within thirty (30) days after the written request is made at Licensee's headquarters location.

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

LICENSEE

Organization:

Address:

City, State and Zip:

Attention:

Phone:

E-Mail:

I hereby certify that I have authority to
Execute this document on behalf of Licensee

By: _____

Title _____

Date: _____

KANSAS CITY, MISSOURI

Parks and Recreation Department

Director: Chris Cotten

Terry R. Dopson Administration Building

4600 E. 63rd St., Kansas City, MO 64130

(816) 513-7500

By: _____

Title: Director of Parks and Recreation

Date: _____

Approved by Resolution:

Secretary to the Board

Approved as to form:

Assistant City Attorney

Date

**ATTACHMENT NO. 1
PARKS AND RECREATION NAME AND TITLE USAGE**

The KC Parks campaign has developed a special logo for use by our partners. The Parks Partner logo should be used in all promotional materials, advertising and on your Web site for events and programs that are presented in partnership with the City of Kansas City, Missouri Parks and Recreation Department.

Parks-owned facilities should use the KC Parks Partner logo promotional materials, advertising and on websites at all times.

When applying a KC Parks Partner logo to information, please adhere to the following guidelines:

- Do not alter the logo's composition.
- Do not change the color of the logo.
- 4-color logos are the preferred option.
- When using any of the Web versions of the logo, link-back to the City of Kansas City, Missouri Parks and Recreation website: <http://www.kcmo.org/parks.nsf/web/logos>

Download KC Parks Partners logo at <http://www.kcmo.org/parks.nsf/web/logos>.

In anticipation of various applications, a number of color options have been developed. Although the 4-color logo [KCP Partner-4c (CMYK)] is the preferred version for print applications, please use the option best suited to your application.



[KCP Partner-1c \(K\)](#) | eps format | 367 KB;
[KCP Partner-1c \(K\)](#) | jpg format | 812 KB.






[KCP Partner-1c \(376\)](#) | eps format | 369 KB



[KCP Partner-1c \(K gray\)](#) | eps format | 370 KB;
[KCP Partner-1c \(K gray\)](#) | jpg format | 812 KB



[KCP Partner-2c \(376, 574\)](#) | eps format | 370 KB

 <p>Kansas City, Missouri Parks, Recreation & Boulevards</p>	Illustrator Version (ai)
 <p>Kansas City, Missouri Parks, Recreation & Boulevards</p>	EPS Version
 <p>Kansas City, Missouri Parks, Recreation & Boulevards</p>	TIF Version

ATTACHMENT NO. 2

COMPENSATION SCHEDULE

The Licensee shall pay the following:

Begin Date	End Date	Payment	Payout form to be delivered by
January 1, 2025	April 30, 2025	\$5,000.00	May 10, 2025
May 1, 2025	June 30, 2025	\$5,000.00	July 10, 2025
July 1, 2025	August 31, 2025	\$5,000.00	September 10, 2025
September 1, 2025	December 31, 2025	\$5,000.00	January 10, 2026

TOTAL COMPENSATION = \$20,000.00*

Payout Forms are sent by _____ confirming participants, total revenues, collected and monies owed to KC Parks & Rec. Once _____ receives confirmation on the Payout Form, an invoice will be sent by the city representative to the licensee. Payment will be made within 10 business days.

*This is an approximate number. The true total will be determined by the actual collected revenues. The true number will not be final until the term has ended, and all revenues have been collected.