

**FUNDING AGREEMENT
FOR
FIFA WORLD CUP 2026**

240286

This Funding Agreement (“Agreement”) is entered into effective April ____, 2024, between the CITY OF KANSAS CITY, MISSOURI, a municipal home rule charter City of the State of Missouri (“City”) and KC2026, a nonprofit corporation incorporated under the laws of the State of Missouri (“KC2026”).

RECITALS

A. On June 16, 2022, City was selected as one of 16 cities in the U.S., Canada, and Mexico to host the 2026 FIFA World Cup.

B. As a Host City, City entered into a Host City Agreement (as modified by Addendum to Hosting Agreements FIFA World Cup 2026) with FIFA. The Host City Agreement and the Addendum are collectively referred to as Host City Agreement.

C. Pursuant to the Host City Agreement, City is responsible for providing services including police, security, fire, traffic, EMS and sanitation services, insurance, transportation, and marketing services to support the games and related events and activities including a Fan Fest.

D. On December 14, 2017, the City Council passed Ordinance No. 170979 directing the City Manager to include, in the submitted budget for fiscal years 2025-26 and 2026-27, the necessary funding to provide services, including police, fire, traffic, EMS and sanitation services, and all other contractual obligations to support the 2026 FIFA World Cup games that will be played in Kansas City and all related events and activities including the Fan Fest.

E. On July 13, 2023, the City Council passed Committee Substitute for Ordinance No. 230580, directing the City Manager to enter into a funding agreement with KC2026 in the amount of \$15 million over a three-year period for the purpose of providing City services and all other contractual obligations for the 2026 FIFA World Cup (the “Funding”).

F. The City’s expected contribution to the 2026 FIFA World Cup will go above and beyond direct financial contributions, and will include valuable in-kind contributions of, among other things, City infrastructure, public City spaces, City political and branding support, and taxpayer-funded time of City staff, from those who assist in organizing the event, to those who provide logistical support for securing necessary permits and permissions for the event, to those who assist in cleaning the City streets from World Cup-related litter.

G. KC2026 is not a wholly owned or controlled subsidiary of the City and FIFA has approved KC2026 to serve as the Host City Authority.

H. KC2026 was formed as an independent legal entity and organization created in part to advance the social welfare, health and economic interest of the greater Kansas City metropolitan area and the surrounding region through the organization, promotion, management, and supervision of the 2026 FIFA World Cup competition in Kansas City.

I. KC2026 will be entering into a Rights Package Agreement with FIFA which will include certain rights and benefits to generate revenue through facilitating promotional, advertising and marketing activities.

J. FIFA and the City will enter into a Novation agreement with an effective date of April __, 2024, where the City has agreed not to be a party to the Host City Agreement.

K. FIFA and KC2026 will enter into a Novation agreement with an effective date of April __, 2024, whereby KC2026 shall become a new party to the Host City Agreement, as the Host City Authority.

L. FIFA and the City will enter into a Guarantee of Obligations agreement (“Guaranty”) whereby the City will agree to “absolutely, irrevocably and unconditionally” guarantee the obligations of KC2026 as the new Host City Authority under the Host City Agreement to FIFA.

M. KC2026 agrees to perform all the obligations as the Host City Authority under the Host City Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the City and KC2026 (“the “Parties”) contained herein, the Parties agree as follows:

Section 1. Term of Agreement.

The term of this Agreement commences on the effective date and will expire on December 31, 2026, unless further extended in accordance with the Host City Agreement and the Guaranty. Time is of the essence of this Agreement.

Section 2. Responsibilities and General Obligations of KC2026. With respect to the 2026 FIFA World Cup, KC2026 shall:

- A. Operate to perform its obligations under the Host City Agreement.
- B. Allocate and spend the City’s Funding exclusively towards the actual costs of expenses related to the performance of obligations under the Host City

Agreement and cooperate with the City to perform the City's obligations under the Host City Agreement.

- C. Enter into a Rights Package Agreement with FIFA and use funds generated from the Host City Rights Agreement solely to help cover costs and expenses associated with the execution of the obligations in the Host City Agreement and other directly related costs.
- D. Host fundraising events and solicit private support through contributions and non-governmental grants to help cover costs and expenses associated with the execution of the obligations in the Host City Agreement and other directly related costs.
- E. Provide the City with financial records showing the specific allocation of City Funding according to the Budget, as amended.
- F. In the event that the 2026 FIFA World Cup games to be played in Kansas City and related events are cancelled, KC2026 shall repay any unspent City Funding that has not been contractually committed for outstanding third party costs and expenses within a reasonable time following cancellation of the games and related events contemplated under the Host City Agreement.
- G. Shall provide on a quarterly basis to the City's Director of Finance a detailed accounting of all revenues and expenditures at the level of the general source categories in the Budgets approved by the Board of Directors of KC2026, including expenditures of the City Funding, for the previous quarter ("Funding Report"). Upon termination of this Agreement, KC2026 shall provide City a final accounting of expenditures and remit to City the balance of any remaining City funds not otherwise obligated by KC2026 or needed by KC2026 for purposes of fully complying with its obligations under the Host City Agreement.
- H. Shall obtain prior written approval from the City Manager for the initial security and transportation plans to be implemented by KC2026 under the Host City Agreement and for any material changes to the transportation and security plans.
- I. Should it host a FIFA Fan Fest pursuant to the Host City Agreement, it shall host such a Fan Fest exclusively within the bounds of Kansas City, Missouri. This does not preclude other fan engagements or activations.
- J. Cooperate with the City to manage structured neighborhood engagement discussions regarding potential impact resulting from any Fan Fest operations within the City.
- K. KC2026 shall consent to the City's involvement in, or assumption of, KC2026's legal representation in the following scenarios:

- (i) The City shall be entitled to assume the legal representation of KC2026, at KC 2026's sole cost and expense, for any third-party claim, for which the City would be financially or otherwise liable if (a) KC2026 or its insurer fails to defend such claim and there is substantial risk of allowing a default judgment, or (b) KC2026 or its insurer, after reasonable notice and opportunity to defend themselves in such proceedings, has indicated an intention not to defend against, or has been derelict in its defense against, the legal proceedings.
- (ii) The City may retain separate co-counsel at its sole cost and expense, if the City determines that KC2026 or its insurer is otherwise not taking reasonable steps to defend the City's interests against a third-party claim for which the City would be financially or otherwise liable.
- (iii) KC2026 shall consult the City in any claim against KC2026 if the City would be financially or otherwise liable for such third-party claim. KC2026 shall not settle or compromise a third-party claim without the City's approval if the City would be financially or otherwise liable for such settlement, including through its guarantee of obligations in the Host City Agreement.

Section 3. KC2026 Notification Obligations. KC2026 shall:

- A. Immediately disclose and provide notice to City of any verbal or written action by FIFA regarding FIFA's intention to renew, compromise, extend, accelerate, supplement, change the time for payment or performance of, or otherwise amend, waive, modify or alter in any material respect, the terms of the Host City Agreement.
- B. Immediately notify City (a) if FIFA or any other person provides to KC2026 notice of (i) any demand, protest, failure of performance or payment by KC2026 or similar notice or (ii) any act of KC2026 or omission or delay of an act by KC2026 under the Host City Agreement; and (b) of any bankruptcy, insolvency, or reorganization of KC2026.
- C. Immediately notify City of (a) any legal proceedings for the recovery of any amount due or owing to FIFA and/or the U.S. Soccer Federation by KC2026, or any other person; and (b) each and every ruling, order and judgment obtained by FIFA any and/or the U.S. Soccer Federation against KC2026 in respect of the Host City Agreement.
- D. Notify City of any notice of default of any provision of the Host City Agreement to KC2026 by FIFA and of any default remaining uncured past any applicable cure period.

- E. Notify City of all known circumstances of a material risk of non-performance and/or nonpayment of any of the obligations by KC2026 under the Host City Agreement.
- F. Upon advance request, KC2026's project leadership will appear before the City Council on a quarterly basis to provide updates on KC2026's obligations under the Host City Agreement.

Section 4. Responsibilities and General Obligations of City.

- A. Contribute Five Million and 00/100 dollars (\$5,000,000.00) in accordance with the budget provided in Exhibit A to be applied exclusively towards the actual costs of expenses related to the performance of obligations under the Host City Agreement.
- B. Subject to appropriation of funds, provide additional funding to KC2026 as provided in Committee Substitute for Ordinance No. 230580 to be applied exclusively towards the actual costs of expenses related to the performance of obligations under the Host City Agreement.
- C. Designate in writing a person to act as City representative with respect to the services to be performed under this Agreement by KC2026; with such person having complete authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to the responsibilities covered by this Agreement, and the responsibility to be available to consult, coordinate, and cooperate with KC2026 at any reasonable time.
- D. Cooperate with KC2026 in the development of the security and transportation plans to be implemented by KC2026 under the Host City Agreement.
- E. Cooperate with KC2026 to manage any structured neighborhood engagement discussions regarding potential impact resulting from any Fan Fest operations within the City.
- F. Any approvals of the City Manager required under this Agreement shall automatically be deemed granted unless the City Manager notifies KC2026 in writing of its objections within ten (10) business days following written notice from KC2026 for such approval.

Section 5. No Partnership.

Except as otherwise provided herein, KC2026, and in its performance under this Agreement shall be and remain independent of the City and KC2026 has no

authority to take any action or execute any documents on behalf of City. Neither KC2026 nor the City shall have the right or authority to bind the other party to any obligation to any third party. Nothing contained in this Agreement shall constitute the Parties as joint venturers for any purpose, it being the express intention of the parties that no such joint venture shall exist and that the Parties shall have only such duties and responsibilities to one another with respect to the matters described herein as are expressly set forth in this Agreement and except as otherwise agreed to by the Parties.

Section 6. Budgets.

- A. Prior to the passage of the ordinance approving this Agreement, KC2026 shall provide to City a budget (“Budget”) detailing KC2026 obligations under the Host City Agreement with projected revenue and expenses by year for each of 2024, 2025, and 2026 as approved by the Board of Directors of KC2026. The Budget shall include projected revenues from all general source categories including, but not limited to, (i) private fundraising; (ii) public and government contributions; (iii) revenue from sponsorships, advertising, and other activities undertaken pursuant to the Rights Package Agreement; (iv) in kind contributions; and (v) other revenues. The projected expenses in the Budget shall include general categories of expenses on a line item basis including but not limited to, (i) accounting and legal; (ii) marketing and communications; (iii) insurance; (iv) staff and administration; (v) transportation; (vi) security; (vii) Fan Fest; and (viii) any other category for expenses to satisfy all of KC2026 obligations under the Host City Agreement. City Council passage of the ordinance approving this Agreement shall constitute approval of the Budget.
- B. KC2026 shall during the Term of this Agreement, submit to the City Manager and the Director of Finance at least 30 days prior to the beginning of each fiscal year an updated budget (“Updated Budget”) as approved by the Board of Directors of KC2026, that includes actual revenues and expenditures for each fiscal year. It shall also include projected revenues and expenses and note any material deviation in expected revenues and expenses from the Budget provided in subsection A.
- C. KC2026 shall use all reasonable efforts to fulfill its obligations to FIFA under the Host City Agreement in accordance with the Budget, as amended.
- D. Commencing on December 15, 2025, increases in expenditures, commitments, or contracts to expend any sums that would have the result of a net deficit obligation greater than \$250,000 in excess of the total aggregate expenses set forth in the Budget, as amended, shall require written approval by the City Manager, except if:

- (i) An additional expenditure is necessary in case of a significant emergency after KC2026 has reasonably attempted to remedy the need for such expenditure from its contingency and other funds in the Budget, as amended; or
- (ii) Such additional cost is reasonably expected to be offset by an increase in revenue.

KC2026 agrees to report in writing to City, as promptly as practicable after becoming aware of, any significant change or variance in the bottom-line number in the Budget, as amended.

Section 7. Default and Remedies.

A. Default/Breach. A party shall have breached this Agreement in the case of:

- (i) a material default in the performance of any obligations hereunder; or
- (ii) a material breach of a representation or warranty made by a party in this Agreement; in all cases, provided that the non-breaching party has given written notice of such default or breach to the breaching party, and the breaching party has not corrected such default or breach within twenty (20) days, unless otherwise specified herein; provided that if the breach stated in the notice cannot be corrected within the twenty (20) day period, the correction period shall be extended an additional twenty (20) days if corrective action is instituted by the breaching party and the breaching party diligently pursues corrective action until the default is corrected.

B. Remedies for the City. If KC2026 shall be in default or breach of any provision of this Funding Agreement, after any applicable notification and cure periods, City at its sole discretion may pursue any and all of the following remedies:

- (i) Proceed by appropriate action at law or in equity to enforce either performance by KC2026 of the obligations under this Agreement or recover from KC2026 as damages the reasonable costs incurred by the City for performance of any of KC2026's obligations pursuant to the Guaranty.
- (ii) Withhold any future payments to KC2026 until such time as the default or breach has been cured.

- (iii) Terminate this Agreement and assume all responsibilities under the Host City Agreement, subject to FIFA's prior consent.
- C. **Remedies for KC2026.** In the event of a material default or material breach by the City that has not been remedied after any applicable notification and cure periods, KC2026 at its sole discretion may pursue any and all of the following remedies:
 - (i) Proceed by appropriate action at law or in equity to enforce performance by the City of its obligations under this Agreement.
 - (ii) Terminate this Agreement, subject to FIFA's prior consent.
- D. **Termination by Mutual Agreement.** The parties may terminate this Agreement by mutual written agreement, subject to FIFA's prior consent.

Section 8. Indemnification.

- A. KC2026 shall indemnify, hold harmless and defend City as well as its, officials, officers, representatives, employees, agents, from and against all liabilities, obligations, damages, losses, penalties, claims, demands, recoveries, deficiencies, finds, costs or expenses (including reasonable attorneys' fees and expenses) of whatsoever nature resulting from or arising out of, or attributable to, any breach of this Agreement by, or any negligent act or willful omission or misconduct of KC2026 including its officers, directors, members, representatives, employees, or agents, except for any claims, damages, liability, losses, costs and expenses incurred due to the sole negligence or willful misconduct the City and officials, officers, representatives, employees, agents.
- B. KC2026 shall contractually require all its contractors to defend, indemnify, and hold harmless City and its officials, officers, representatives, employees, agents from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions or misconduct in connection with the Host City Agreement, caused in whole or in part by the contractors, except for any claims, damages, liability, losses, costs and expenses incurred due to the sole negligence or willful misconduct the City and officials, officers, representatives, employees, agents.
- C. No Party or its officials, officers, agents, representatives, or employees shall be liable to the other Party for any direct or indirect damages in connection with, resulting from, the cancellation, abandonment, postponement or relocation of the FIFA 2026 World Cup competition or any scheduled match to be played in Kansas City.

Section 9. Insurance.

KC2026 shall maintain the following insurance policies in the amounts and subject to the terms herein:

- A. Commercial General Liability Insurance Policy: with limits of \$5,000,000 per occurrence and \$5,000,000 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
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.
- B. The required limits may be satisfied by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability. If the vendor maintains higher limits, the City requires and shall be entitled to coverage at the higher limits maintained by the vendor.
- C. Workers’ Compensation Insurance: as required by statute, including Employers Liability with limits of:
- Workers’ Compensation Statutory Employers Liability \$1,000,000 accident with limits of:
- \$1,000,000 disease-policy limit
 - \$1,000,000 disease-each employee
- D. Professional Liability Insurance, if applicable, KC2026 shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- E. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 covering owned, hired, and non-owned automobiles. The policy shall provide coverage on an “any auto” basis and on an “each accident” basis. This insurance policy will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the performance of KC2026’s obligations under this Agreement by KC2026 or its contractors.
- F. The Commercial General Liability Insurance specified above shall provide that City and its agencies, agents, officials, officers, and employees will be named as additional insured. KC2026 shall provide to the City a certificate of insurance showing all required coverage and additional insured status. 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.
- G. All insurance policies must be provided by Insurance Companies that have an A.M. Best’s rating of “A-V” or better, and are licensed or authorized by the State of

Missouri to provide insurance in Missouri.

- H. KC2026's failure to maintain the required insurance coverage will not relieve KC2026 of its contractual obligation to indemnify City. If the coverage afforded is cancelled or changed or its renewal is refused, KC2026 shall give at least thirty (30) days prior written notice to City. In the event KC2026 fails to maintain the required insurance coverage in effect, City may order KC2026 or its contractors to stop work.
- I. In no event shall the language in this Section constitute or be construed as a waiver or limitation of 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 and by law.

Section 10. Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, email, or facsimile to the following. All notices mailed by regular U.S. mail are effective three (3) days after mailing, and for all other methods of delivery, upon receipt.

CITY

City of Kansas City
Attn: City Attorney
414E. 12th Street, 23rd Floor
Kansas City, Missouri 64106

With a copy to:

Brian Platt, City Manager
414 E. 12th Street
City Hall, 28th Floor
Kansas City, Missouri 64106
Email: brian.platt@kcmo.org

KC2026

Karen Daniel, President
1100 Walnut Street, Suite 3450B
Kansas City, Missouri 64106
Email: KCKD2.0@outlook.com

With a copy to:

Lathrop GPM, LLP

2345 Grand Blvd., Suite 2200
Kansas City, MO 64108
Attn: Lisa Hansen, Esq.

Section 11. Modification.

1. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except by written amendment signed by the City and KC2026.
2. This Agreement contains all the agreements and understandings between the parties, whether oral or written, with respect to the subject matter hereof. No act, conversation or communication with any officer, agent or employee of the City either before or after the execution of this Agreement, shall affect or modify any term or terminology of this Agreement and any such act, conversation or communication shall not be binding upon the Parties.

Section 12. Authorization. The Parties certify that they have the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

Section 13. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the state and federal courts in Jackson County, Missouri and waive venue.

Section 14. Compliance with Laws. KC2026 warrants and represents that it shall manage all funds, contracts, and obligations contemplated under this Agreement in compliance with all federal, state, and local laws, ordinances, and regulations applicable to this Agreement.

Section 15. Force Majeure. The term “Force Majeure” includes any act or omission of any governmental authority (except for the City or its agents, and except for the non-appropriation or non-payment of funds), fires, storms, natural disasters, strikes, riots, terrorist attacks, power failures and any other event or occurrence, irrespective of whether similar to the foregoing, that is beyond the reasonable control of the party claiming that the Force Majeure affects its ability to perform any of its obligations under this Agreement. No party shall be liable for any delay in the performance of any obligation under this Agreement (other than the payment of money owed), or any inability to perform any obligation under this Agreement if and to the extent that such delay in performance or inability to perform is caused by Force Majeure, so long as the party claiming the Force Majeure is working diligently to the extent possible, to terminate the Force Majeure. A party claiming the Force Majeure as an excuse for delay or non-performance under this Agreement shall provide the other party with prompt notice

of the initiation of the Force Majeure, when it is expected to terminate, and of its termination.

Section 16. Good Standing. KC2026 hereby warrants and represents that it is a nonprofit corporation duly formed under the laws of the state of its incorporation and authorized to do business in the State of Missouri, and that it will at all times remain in good standing and qualified to do business under such applicable laws.

Section 17. Severability. If a term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application if such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 18. Third Party Beneficiary. Except as otherwise provided herein, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

Section 19. Conflicts of Interest.

- A. KC2026 certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no 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 KC2026 or its contractors under this Agreement.
- B. KC2026 certifies that no officer or employee of KC2026, has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of KC2026, 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 KC2026 or its contractors under this Agreement, unless approved by KC2026's board.

Section 20. Headings. The headings of this Agreement have been inserted for convenience only and shall not be otherwise construed to affect the terms and conditions of this Agreement.

Section 21. Amendment. This Agreement may not be changed orally, but only in writing signed by all parties hereto.

Section 22. Records and Audit Requirements.

- 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 Department, and the City Manager and their authorized designees.
 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.
- B. KC2026 agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to meeting all its obligations under the Host City Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business transactions of KC2026 in order to fulfill its obligations under the Host City Agreement and this Agreement. The City shall have the right to audit and inspect such records in accordance to the provisions of this Section.
- C. KC2026 shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Agreement. City shall have a right to examine or audit all Records and KC2026 shall provide access to City of all Records upon ten (10) days written notice from the City.
- D. City shall have the right to audit all books, documents, and record relating to this Funding Agreement from the Effective Date of this Agreement until three (3) years after the date of final payment by City under this Agreement and all books, documents and records shall be made available to City within (3) business days after City's written request.
- E. Annual Fiscal Report. KC2026 shall provide its annual fiscal report to the City no later than one month after the end of KC2026's fiscal year.

Section 23. Sunshine Law. The Parties acknowledge that the City is a "public governmental body" and is therefore subject to the Missouri Sunshine Law, Mo. Rev. Stat.

§ 610.010, *et seq.*, and that records provided by KC2026, City are presumptively open records of City and are available for inspection and copying by the public under the Sunshine Law.

The Parties further acknowledge that some written information to be provided by KC2026 to City may contain "trade secrets" subject to the Missouri Uniform Trade Secret Act, Mo. Rev. Stat. § 417.450, *et seq.*, and that such information would be exempt from the disclosure requirements of the Sunshine Law pursuant to Mo. Rev. Stat. § 610.021(14). The parties further acknowledge that some written information to be provided by KC2026 to City may be exempt from disclosure under other exemptions in the Sunshine Law.

KC2026 agrees that to the extent it believes that written information it provides to City is subject to one or more exemptions under the Sunshine Law KC2026 will prominently mark such information as exempt and will identify the basis of the claimed exemption by reference to the applicable provision(s) of the Sunshine Law.

If City receives a Sunshine Law request for records which contain information which KC2026 has marked as exempt, City will notify KC2026 of the request, and it shall be the burden of KC2026 to establish that such records are exempt from disclosure under the law. KC2026 must respond to such request, in writing, as soon as possible, but in no event later than three (3) business days of the request, by either authorizing the disclosure or further explaining the legal basis for the claimed exemption. City reserves the right to conduct its own independent legal analysis to determine if a record falls within the claimed exemption. If KC2026 fails to respond within the prescribed period above, the disclosure will be deemed approved. If KC2026 claims the record is exempt and City believes the record may be an open record, City shall review and consider legal analysis provided by KC2026. In such a situation, KC2026 shall immediately seek a protective order and City will disclose or refrain from disclosing such information according to its determination of whether a record is exempt from disclosure and any temporary or permanent order, by a court with jurisdiction over the matter.

KC2026 shall indemnify and defend City if a complaint, claim, lawsuit, or other action is filed for an alleged violation of the Sunshine Law as a result of the City declining to disclose or delaying disclosure based on KC2026's representation that a record is exempt under the Sunshine Law.

Section 24. Affirmative Action. If KC2026 employs fifty (50) or more people, KC2026 shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any contract subject to said provisions, KC2026 warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Agreement. KC2026 shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. KC2026 shall:

(a) Execute and submit the City's CREO Affirmative Action Program Affidavit warranting that KC2026 has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Agreement.

1. Submit, in print or electronic format, a copy of KC2026's current certificate of compliance to the City's Civil Rights Equal Opportunity Department (CREO) prior to receiving the first payment under the Agreement, unless a copy has already been submitted to CREO at any point within the previous two calendar years.
2. Require any Subcontractor awarded a subcontract exceeding

\$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, KC2026 shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by CREO to enforce this provision. If KC2026 fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Agreement and this Agreement may be terminated, canceled, or suspended, in whole or in part, and KC2026 may be declared ineligible for any further contracts funded by City for a period of one (1) year.

Section 25. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Section 26. Employee Eligibility Verification (E-Verify).

KC2026 shall execute and submit an affidavit, in a form prescribed by City, affirming that KC2026 does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). KC2026 shall attach to the affidavit documentation sufficient to establish KC2026's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. KC2026 may obtain additional information about E-Verify and enroll at www.dhs.gov/files/programs/gc_1185221678150.shtm. The first and last pages of the E-Verify Memorandum of Understanding that KC2026 will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. KC2026 shall submit the affidavit and attachments to City prior to execution of this Agreement, or at any point during the term of the Agreement if requested by City.

Section 27. Anti-Discrimination Against Israel. KC2026 certifies it is not currently

engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Section 28. Tax Compliance. KC2026 shall provide annual proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue.

Section 29. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If KC2026 plans to utilize City Funding to contract for any services that exceed \$160,000.00 or construction work that exceeds \$300,000.00, KC2026 agrees to require such contractor to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City Code, Chapter 3, Sections 3-421 through 3-469 and as hereinafter amended. KC2026 shall consult with the City's Director of Civil Rights and Equal Opportunity Office to determine whether MBE/WBE participation goals should be set for any such contract. KC2026 shall implement the MBE/WBE goal recommendations in the solicitation and contract.

Section 30. Non-Discrimination in Employment.

KC2026 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. KC2026 shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Section 31. Ban The Box in Hiring and Promotion.

Pursuant to Section 38-104, City Code Ordinances, KC2026 shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

- (a) KC2026 may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (b) This provision shall not apply to positions where KC2026 may be required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Assignment. All terms and conditions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns. KC2026 may not assign this Agreement to any party without the prior written consent of the City.

Section 32. Multiple Counterparts.

This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which shall constitute but one and the same instrument, binding on all Parties hereto, even though all the Parties are not signatory to the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which together contain the signatures of all Parties hereto shall be deemed for all purposes a fully executed original.

[Signatures on next page]

IN WITNESS WHEREOF: The Parties have signed this Agreement on the respective dates set forth below.

KC2026, a Missouri Nonprofit

Corporation By: _____

Name: _____

Title: _____

Date: _____

CITY OF KANSAS CITY, MISSOURI

By: _____
Brian Platt, City Manager

Date: _____

Authorized by Ordinance No. 240286 passed April 11, 2024

Approved as to Form:

Nelson Muñoz, Deputy City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance