

220423

CONTRACT AMENDMENT NO.9 FY2022-2023
TO MANAGEMENT AGREEMENT AND LEASE
GENERAL SERVICES DEPARTMENT
AMERICAN JAZZ MUSEUM, INC.
FY 2023 18th AND VINE PROJECT MANAGEMENT

THIS CONTRACT AMENDMENT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and the American Jazz Museum, Inc., a Missouri non-profit corporation ("Museum") or ("Contractor") or ("AJM"), . whereby the parties desire to amend the parties' Management Agreement dated May 1, 2016 and Lease dated May 1, 2016 as follows:

WHEREAS, the City owns the 18th and Vine Project ("Project,") consisting of improvements in the area bounded by 17th Street Terrace, 18th Street, Vine Street and Highland Avenue, and the Gem Theater, 1615 East 18th Street; and

WHEREAS, the Project includes the American Jazz Museum, the Blue Room, the Horace Peterson III 18th and Vine Visitor Center, the tenant space for the Negro Leagues Baseball Museum, and the Gem Theater; and

WHEREAS, the City currently contracts with and has a lease with the American Jazz Museum, Inc., a Missouri non-profit corporation, ("AJM") for the management and operation of the Project except for the Negro Leagues Baseball Museum which is leased and managed by the Negro Leagues Baseball Museum, Inc.; and

WHEREAS, the City and AJM previously entered into Management and Lease Agreements ("Agreement and Lease").

NOW THEREFORE:

A. The City and Contractor agree to amend the Management Agreement as follows:

Sec. 2. Responsibilities of City. The City shall be responsible for the following:

1. The City has appropriated (\$650,000.00) for fiscal year 2022-23 for Contractor to use to operate the 18th and Vine Project.

Sec. 4. Term of Contract.

1. Term. This Contract Amendment shall begin on May 1, 2022 and shall end no later than April 30, 2023.
2. Renewal Terms. The City, in its sole discretion, is authorized to unilaterally renew this Agreement for one additional one year terms after the expiration of the May 1, 2022 to April 30, 2023 term, with such funds that are appropriated by the City Council in the City's annual budget.

3. Transition Terms. Notwithstanding the expiration of the Initial Term or any subsequent term or all options to renew, Contractor and City shall continue performance under this Contract until the City has a new contract in place with either Contractor or another provider or until the City terminates the Contract.

Sec. 5. Compensation

1. **Maximum Compensation for Fiscal Year 2022-23.** The maximum amount that City can pay Contractor under this Contract for the period of May 1, 2022 through April 30, 2023 is the total sum of \$650,000.00 upon approving invoices; City shall remit payment in twelve equal installments.
2. **Request for Reimbursement.** It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of; all terms, covenants and conditions of this Contract. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 20. City's Financial Obligation. City shall order all services to be provided by Contractor under this Agreement and any Amendments by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City shall not have any financial obligations to Contractor under this Agreement until the City issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City. Each Purchase Order that City issues to Contractor incorporates this Contract by reference even if the Purchase Order does not incorporate this Contract by reference.

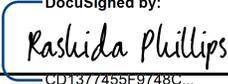
B. Section not amended. All other sections and subsection of the Management Agreement and the Lease shall remain in full force and effect.

CONTRACTOR

I hereby certify that I have the authority to execute

this document on behalf of CONTRACTOR.

Contractor: American Jazz Museum

By:  Rashida Phillips
DocuSigned by: CD1377455F9748C...

Title: Executive Director

Date: 5/3/2022

APPROVED AS TO FORM

 Jim Brady 4/29/2022
DocuSigned by: E18D0805AB1E44D...

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By:  Darrell Everette
DocuSigned by: DE6901B73458419...

Title: Manager of Procurement Services

Date: 4/29/2022

