FIRST AMENDMENT TO CONTRACT CITY OF KANSAS CITY, MISSOURI AND ECONOMIC DEVELOPMENT CORPORATION

THIS FIRST AMENDMENT TO CONTRACT CITY OF KANSAS CITY, MISSOURI AND ECONOMIC DEVELOPMENT CORPORATION ("**First Amendment**"), is made and entered into effective as of _____, 2025 (the "**Amendment Effective Date**") by and among the CITY OF KANSAS CITY, a Missouri municipal corporation ("**City**"), and the **Economic Development Corporation of Kansas City, Missouri**, a Missouri not-for-profit corporation, (the "**EDC**") (collectively, the "**Parties**"). This First Amendment amends that certain Cooperative Agreement, dated June 12, 2025 (the "**Original Agreement**"), by and among the City and the EDC. Capitalized terms not otherwise defined herein will have the meaning given to them in the Original Agreement.

RECITALS

WHEREAS, the Parties entered into the Original Agreement concerning the agreement and services provided by the EDC to the City; and

WHEREAS, on February 27, 2025, the City Council adopted the ProspectUS Equitable Transit Oriented Development Strategic Plan (the "Plan") to serve as a guide for future development and redevelopment of the area, for specific and general policies to guide future decisions, and for identification of public and private needs throughout the community and possible solutions to those needs; and

WHEREAS, the City Council adopted Committee Substitute for Resolution No. 250413 on June 5, 2025, directing the City Manager to negotiate with the EDC for inclusion of a ProspectUS Plan Manager position and creation of an advisory group for the Plan; and

WHEREAS, the City Council authorized the execution of this amendment through Ordinance XXXXXX; and

WHEREAS, the Parties now desire to modify and amend the Original Agreement, as amended, in the manner hereinafter set forth below; and

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Original Agreement, as amended, as follows:

Section 1. Recitals. The foregoing recitals are true and accurate and are incorporated into this First Amendment.

Section 2. Section 2 of the Original Agreement is amended bv adding a new Section 2.J to read as follows is re:

> 2. I. ProspectUS Plan Management. The EDC will be responsible for the implementation of the ProspectUS Plan. The EDC shall hire a ProsectUS Plan Manager at the level of a director to be the dedicated to and responsible for coordinating implementation efforts across a variety of stakeholders, including but not limited to: City of Kansas City staff, neighborhood leaders, developers, other

EDC staff, and the ProspectUs advisory group. EDC shall also establish the ProspectUS advisory group to be appointed by the president and CEO of the EDC. The EDC shall provide technical assistance and coordination services for the to meet regularly; advise e on prioritizing nodes for development within the plan, monitor the implementation strategy for the Plan; and make additional recommendations regarding implementation of the Plan.

Section 3. Method of Payment.

A. The City shall pay the EDC for costs incurred in providing the services specified herein in a total amount of $5,196,000. The City agrees that the total fee payable to the EDC shall be front-loaded and distributed as follows: two-thirds (2/3) of the total fee ($3,464,000) shall be disbursed to the EDC within the first six (6) months of the Contract term, and the remaining one-third (1/3) of the total fee ($1,732,000) shall be disbursed over the last six months of the Contract term. $5,046,000 shall consist of the amount set forth in the line item designating the City's contribution to the EDC on **Exhibit A** for the term of this Contract for services rendered as described above. The EDC shall submit requests for payment to the City on a monthly basis for the $5,046,000, and each monthly payment shall be calculated and disbursed in accordance with the applicable portion of the front-loaded fee structure as referenced in the Payment Schedule attached hereto as Exhibit C and made a part hereof. The remaining $150,000 shall be specifically used by the EDC to secure and maintain membership on behalf of the City in the Kansas City Area Development Council as provided for in Section 2 Subsection H(7) of this Contract. The $150,000.00 shall be paid within ninety (90) days of receipt of an invoice from the EDC for that purpose.

B. The EDC will be responsible for fundraising 10% of their total from non-City sources. For the purposes of this requirement, 'pass-through' funds provided by the City for the City's annual membership in the Kansas City Area Development Council and the support of Launch KC will not be considered as part of the EDC's total budget.

C. The City shall pay the EDC an additional $166,224.00 to be used specifically for the implementation of Section 2.J. This amount shall be submitted along with the requests for payment on a monthly basis and prorated over the last six months of the contract term.

D. It shall be a condition precedent to payment of any invoice from the EDC that it is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract, and that the EDC be current with its monthly, quarterly, and annual reporting requirements to the City as described in this Contract. If damages are sustained by the City as a result of breach or default by EDC, City may withhold payment(s) to the EDC for the purpose of set off until such time as the exact amount of damages due the City from the EDC may be determined

Section 4. Effective Date. This First Amendment shall be effective from and after the First Amendment Effective Date.

[*Remainder of page intentionally left blank. Signature page to follow.*]

IN WITNESS WHEREOF, the Parties hereto have duly executed this First Amendment to be effective as of the Amendment Effective Date.

CITY OF KANSAS CITY

By: _____
Mario Vasquez
City Manager

Approved as to form:

_____
Emalea Kohler, Assistant City Attorney

Economic Development Corporation of Kansas City, Missouri

By: _____

Name: Tracey Lewis
Title: President and CEO

CERTIFICATION OF AVAILABILITY OF FUNDS

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