

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE NORTH KANSAS CITY SCHOOL DISTRICT FOR PROVIDING SPACE AT THE EARLY EDUCATION CENTER CAMPUS TO TEMPORARILY RE-LOCATE POLICE HEADQUARTERS.

WHEREAS, the City of Gladstone, Missouri, is ready to begin construction of a new Police Headquarters, which will require the Police Department to temporarily vacate their current space; and

WHEREAS, the North Kansas City School District has agreed to provide temporary space for the Police Department at their Early Education Center Campus; and

WHEREAS, the City of Gladstone and the North Kansas City School District have agreed upon the terms of temporarily occupying the space and have outlined those terms in a proposed Memorandum of Understanding (MOU).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into the proposed Memorandum of Understanding, in substantially the form attached hereto and incorporated herein, with the North Kansas City School District to occupy space at the Early Education Center Campus to temporarily re-locate Police Headquarters.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 13TH DAY OF JUNE, 2022.



Bill Garnos, Mayor

ATTEST:



Kris Keller, City Clerk

FIRST READING: June 13, 2022

SECOND READING: June 13, 2022

COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”), made this nd 22 day of June, 2022, between the School District of North Kansas City, Missouri, No. 74, a political subdivision of the State of Missouri (the “District”), and the City of Gladstone, Missouri, a municipal corporation in the State of Missouri (the “City”) (collectively, the “Parties” or individually, the “Party”).

WHEREAS, the District is a public school district and a political subdivision of the State of Missouri; and

WHEREAS, the City is a third-class city and a political subdivision of the State of Missouri; and

WHEREAS, Section 70.220, RSMo. authorizes political subdivisions to enter cooperative agreements with each other, to plan, develop, construct, acquire, or operate any public improvement or facility, or for a common service, and which are within the scope of powers of both political subdivisions; and

WHEREAS, the City operates a police department that serves the Gladstone community, which includes District students, staff and facilities; and

WHEREAS, the City is in the process of constructing a new headquarters for its police department, so it is in need of temporary space for police operations during construction; and

WHEREAS, the District owns, operates and maintains property located in a center commonly known as Prospect Plaza, located at 6403-6479 N. Prospect Avenue, Gladstone, Missouri 64119; and

WHEREAS, the District is currently renovating a portion of Prospect Plaza, but has available space for the City’s use as a temporary police headquarters (the “Utilized Space”); and

WHEREAS, the City will construct improvements in the Utilized Space that will benefit the District and the public; and

WHEREAS, the District will also benefit from an increased security presence in Prospect Plaza as it renovates the premises for various purposes; and

WHEREAS, the City and District have enjoyed a mutually-beneficial relationship and desire to continue to assist each other and the public at large when able to do so.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY and between the Parties as follows:

1. Incorporation of Recitals. The above Recitals constitute the factual basis upon which the City and the District have entered into this Agreement. The City and the District acknowledge the Recitals’ accuracy and, therefore, incorporate them into this Agreement.

2. Property to be Used and Developed. The Utilized Space will include units 200, 210 and 220 of Prospect Plaza.

3. Ongoing Construction. The City acknowledges that the District is in the process of renovating the portion of Prospect Plaza around the Utilized Space. The District and City will cooperate and coordinate activities to ensure no disruption to the District's renovations will occur as a result of this Agreement.

4. Anticipated Timeline. It is anticipated the City will be in the Utilized Space from July 2022 until August 2023. The parties agree to engage in good-faith discussions in the event this timeline must be adjusted.

5. City's Improvements to the Property. The City is going to construct the following improvements in the Utilized Space: Clean up and maintenance; build out of office walls and interior connection of spaces; installation of a network and other work necessary to create office space (the "Improvements"). The City and District agree to engage in good-faith discussions about the design and construction of the Improvements so that they will benefit both the City and the District. The City will fund all Improvements, and will abide by all applicable bidding and prevailing wage requirements in constructing the Improvements. Upon termination of this Agreement, all Improvements will be left unchanged by the City and shall become a part of the premises to be used by the District.

6. Utilities; Insurance. The City shall be responsible for payment of all utilities while occupying the Utilized Space. The City shall also have property and liability insurance coverage in amounts acceptable to the District covering the Utilized Space in effect for the duration of this Agreement.

7. Term; Termination. Unless earlier terminated as provided for in this Agreement, this Agreement shall continue in full force and effect until completion of its purpose.

8. Amendment; Integration. Any amendments, changes or waivers to any provision of this Agreement must be in a written instrument and signed by both parties. Oral amendments, changes or waivers shall be of no effect or shall bind any party to this Agreement.

9. Execution. This Agreement may be executed in counterparts all of which shall constitute one original document.

10. Governing Law. The laws of the State of Missouri will govern the interpretation and enforcement of this Agreement.


11. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent

of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

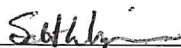
12. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE SCHOOL DISTRICT OF NORTH KANSAS CITY, MISSOURI, NO. 74:

Signature: 
Print/Type Name: Dr. Terrence Ward
Title: President, Board of Education

THE CITY OF GLADSTONE, MISSOURI:

Signature: 
Print/Type Name: Scott Winesen
Title: City Manager



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 22-22

ORD # 4.599

Date: 6/2/2022

Department: General Administration

Meeting Date Requested: 6/13/2022

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: An Ordinance authorizing the City Manager to enter into a Memorandum of Understanding with the North Kansas City School District for providing space at the Early Education Center Campus to temporarily re-locate Police Headquarters.

Background: Construction of the new Police Headquarters will begin sometime in late June 2022. Completely moving the Police Department from their existing space creates the opportunity for significant savings on the overall project. The North Kansas City School District has agreed to provide space in three (3) former retail spaces they own at the Early Education Center Campus (Prospect Plaza) for the City to temporarily re-locate the majority of Police Department operations. Once the MOU is approved by City Council, it will go to the NKCSB Board for approval on June 21. We are anticipating an early July move once a few minor construction and IT considerations are completed.

Budget Discussion: Funds are budgeted in the amount of \$0 from the General Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Board/Staff Input: Staff recommends approval of the Ordinance

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Bob Baer
Department Director/Administrator

JM
City Attorney

SW
City Manager