



*CREO Document Submittal Project

CREO Document Submittal for Non e-Builder Projects: #2690

Subject: Non-Discrimination & Equal Opportunity Review Document Upload |
Contract NA | MARRS tower install
Creator: Wise, Ashley
Date Created: 03.06.2026 12:25PM
Process Date Due:
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Accepted By:
Current Step: CREO MM All Attachm
Status: Approved
Date Due:

Comments

Comment
3/10/2026 1:45:38 PM

By: Christina Brown, CITY OF KANSAS CITY

A document was attached

**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Nondiscrimination & Equal Opportunity Review Form**

Date: 03.06.26

Form Prepared By: Ashley Wise

Contract/Project Number: NA	Project Name: MARRS tower install
Developer/Prime: NA	Contact Information: NA
Final Contract Value: NA	Project Manager: Ashley Wise

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA Ch. 100 Other: N/A

Prevailing Wage: Yes No

Davis-Bacon: Yes No

Construction Employment Program: Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.
 No: Workforce hours are less than 800 and project cost is less than \$300,000.

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: <input checked="" type="checkbox"/>	Ch. 38: <input checked="" type="checkbox"/>
RSMo 213: _____	Title VI: <input checked="" type="checkbox"/>
MWDBE: _____	Prevailing Wage and Labor Standards: _____
SLBE: _____	RSMo 34 Anti-Discrimination Against Israel: <input checked="" type="checkbox"/>

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other: License / Lease agreement

Additional Information:

This license is permission for Jackson County to install a satellite dish on our city owned tower at 27th and Van Brunt. The satellite is for their use at the new detention center they are constructing. License is for 10 years.

This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:

The Document is:

Approved Disapproved

Changes Needed:

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature: Christina GT Brown Signed by: _____ Date: 3/10/2026

A9A189E304A54A5

Comments:

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (the “**Agreement**”), is made and entered into this ___ day of _____, 2026 (“**Effective Date**”), by and between the **City of Kansas City**, a Missouri constitutional charter municipal corporation, (“**Licensor**” or “**City**”), and **Jackson County, Missouri**, (“**Licensee**” or “**County**”) (each, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, the City owns the tower located at 5301 E. 27th Street, Kansas City, Jackson County, Missouri 64128, with site coordinates being 39.075338, -94.521611 (the “**Tower**”), which currently houses numerous antennas and transmission lines;

WHEREAS, Licensee is constructing a new county detention center and is seeking to connect the new facility to the Metropolitan Area Regional Radio System (“**MARRS Network**”);

WHEREAS, Licensee has contracted with JE Dunn Construction to carry out the installation of the satellite dish;

WHEREAS, Licensee contracted for a Tower Analysis Report, which indicates that the Tower may support the installation of the satellite dish;

NOW, THEREFORE, LICENSOR AND LICENSEE AGREE AS FOLLOWS:

1. **Additional Definitions.** All capitalized terms used throughout this Agreement have the following definitions.
 - a. **AM Detuning Study:** A study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.
 - b. **Applicable Law(s):** All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over the Tower and/or Premises or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.
 - c. **Claims:** Demands, claims, suits, actions, proceedings or investigations brought against a person by an unrelated or unaffiliated party, and all debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

- d. **Equipment:** The communications system, including antennas, satellite dishes, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Premises, as depicted and/or listed on Exhibit A.
- e. **FCC:** The United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.
- f. **FCC Rules and Regulations:** All of the applicable rules, regulations, public guidance, written policies and decisions issued by the FCC.
- g. **Hazardous Materials:** Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant, or contaminant subject to reporting, investigation, or remediation pursuant to Applicable Laws; any substance which is or becomes regulated by any federal, state, or local governmental authority; and any oil, petroleum products, and their by-products.
- h. **Interference:** Interference includes (i) any performance degradation, misinterpretation, or loss of information to a telecommunications system caused by unwanted energy emissions, radiations, or inductions; (ii) any condition that constitutes “interference” within the meaning of the provisions of the recommended practices of the Electronics Industry Association, or any other successor association established for the same purpose, and/or FCC Rules and Regulations then in effect, or (iii) a material impairment of the quality of either the transmitted or received signals of a broadcasting activity of any Tenant on the Tower in a material portion of the broadcast service area of such activity, as compared to that which were obtained prior to Licensee’s commencement of or alteration to their operations from the Tower.
- i. **Intermodulation Study:** A study to determine whether an Interference problem may arise.
- j. **Permitted Use:** Subject to compliance with the other terms and conditions of this Agreement, the installation, removal, replacement, modification, repair, and operation of the Equipment in accordance with Applicable Laws.
- k. **Premises:** The property located at 5301 E. 27th Street, Kansas City, Missouri, where the Tower is located, as depicted on Exhibit A.
- l. **Priority Users:** Any licensed user of the Tower that holds a priority position in relationship to Licensee for protection from Interference, which status is subject to change as set forth herein.
- m. **Subsequent Users:** Any user of the Tower that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in Section 8, which status is subject to change as set forth herein.

- n. **Tenant:** Any other user, licensee, lessee, occupant, or broadcaster now or hereafter on the Tower and including, where the context applies, Licensee.
 - o. **Work:** Any work performed on the Tower by or on behalf of Licensee, including installations, improvements, modifications, enhancements, replacements, or additions to the Equipment.
2. **GRANT OF LICENSE.** Licensor hereby grants to Licensee, a license to install its satellite onto the Tower pursuant to the plans set forth in Exhibit A, attached hereto and incorporated herein by reference, and no other use. City will coordinate with Licensee in obtaining, at Licensee's expense, all licenses and permits required for Licensee's use of the Premises. City reserves the right to move Licensee's Equipment to comparable space on the Tower at City's expense so long as the same does not interfere with Licensee's rights under this Agreement. Licensee shall comply with all Applicable Laws in connection with the installation, maintenance, use, and operation of the Equipment and Licensee's use of the Premises and Tower. Licensee shall at all times keep the Equipment and Premises in good and safe condition, order, and repair. Licensee obtains no rights, title, or interest in the Premises or Tower under this Agreement, except for the rights specifically granted hereunder.
3. **TERM.** The term of this Agreement shall be **for a period of ten (10) years from the Effective Date** (hereinafter the "**Term**"); the Term being subject to the provisions of this License.
4. **RENT.** Licensee shall pay City TEN DOLLARS (\$10.00) in rent per year, plus reimbursement of any actual costs incurred by City related to Licensee's use under this Agreement.
5. **WORK; INSTALLATION.** Licensee shall not perform any Work without the prior written approval of City, which will not be unreasonably withheld so long as such Work does not cause Interference with any Tenant's use of the Tower and so long as the weight and load levels of the Tower are not increased as a result thereof. All Work must comply with plans approved by City and with all Applicable Laws and must be performed by contractors whom City has approved in writing. Licensee shall ensure that the Work does not interfere or cause Interference with communications systems, equipment and operations of Priority Users on the Tower. City reserves the right, in its sole discretion, to forbid any person or company to climb any tower structure City owns or leases. Licensee shall pay all invoices in a timely manner to prevent the imposition of any liens on City's property or Licensee's property located on the Tower, and failure to do so resulting in a mechanic's lien on the Premises or the Tower is a breach of this Agreement. Licensee shall not install or cause to be installed any additional utilities without the prior consent of City, which consent will not be unreasonably withheld. City acknowledges receipt of a Structural Analysis for the Tower, attached hereto as Exhibit B and incorporated herein by reference, which determined that the Tower is structurally adequate to accommodate Licensee's installation of Equipment pursuant to this Agreement, but makes no warranty of the same. City may require a future structural analysis, AM Detuning Study and/or an Intermodulation Study in connection with any proposed Work, with such requirement

delivered to Licensee simultaneously with City's approval of Licensee's Work, and Licensee will be liable for the cost thereof. If the structural analysis reveals the Equipment cannot safely be installed on the Tower, this Agreement will automatically terminate without further obligation on either party's part. Upon completion of any Work, Licensee shall submit written evidence satisfactory to City confirming that the modifications or improvements were performed in precisely the manner approved by City, without any change whatsoever, unless said change had the prior written approval of City.

6. **ACCESS.** Only Licensee's authorized engineers, employees, or properly authorized contractors, subcontractors, and agents of Licensee, approved in advance by City, and FCC Inspectors if required by law, will be permitted to enter the Premises. Licensee shall submit to City the names of Licensee's service technicians who shall constitute authorized engineers, employees, contractors, subcontractors, or agents of Licensee, but such individuals must not enter the Premises until City provides written approval of entry. To further facilitate security and safety procedures, Licensee shall update its list of authorized personnel as such updating may be required. Licensee understands that its authorized technicians will observe all reasonable security and safety procedures, now or in the future placed in effect, by City. Such procedures may include, but are not limited to, any sign-in/sign-out log that may be required by City. City hereby authorizes J.E. Dunn Construction Company, a Missouri corporation to enter the Premises for the purposes of installation of Equipment pursuant to this Agreement.
7. **ACCEPTANCE, MAINTENANCE AND REPAIR.** Licensee agrees that it has inspected and knows the condition of the Premises and accepts the Premises in its present condition. Licensee shall restore the Premises to as good or better condition at the end of the Term.
8. **Interference.**
 - a. **General.** Licensee shall cooperate to the fullest extent with any Tenant and City, so as to anticipate and prevent any Interference of any and all Tenants whose equipment was installed on the Tower prior to the day that Licensee installs its Equipment on the Tower. In addition to the foregoing, in no event will Licensee's use of the Tower or operation of any Equipment, be conducted in a manner that causes Interference with City's lighting system. If City, in its sole discretion, determines that Licensee's use of the Equipment results in Interference, City shall notify Licensee, and Licensee shall immediately cease operations. Licensee is solely responsible to reimburse City for any damages resulting from said Interference.
 - b. **Information.** Licensee shall cooperate with City and with Tenants for purposes of avoiding Interference and/or investigating claims of Interference. Within ten days of City's request, Licensee shall provide City a list of Licensee's transmit and receive frequencies and Equipment specifications necessary to resolve or investigate claims of Interference.

- c. Priority. Subject to FCC Rules and Regulations and other Applicable Law, the parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Tenants has been based on the priority of occupancy of each user of the Tower, which occupancy has been based on the order of submittal to City of its collocation application or full execution of a license agreement. Licensee acknowledges and agrees that if Licensee replaces its Equipment or alters the frequency of the Equipment to a frequency range other than as described on Exhibit BA, Licensee will lose its priority position for protection from Interference regarding Equipment operating at the new frequency in its relationship to Tenants that occupy the Tower as of the date Licensee replaces its Equipment or alters its frequency, consistent with this Section.
 - d. Interference to Licensee's Operations. If Licensee experiences Interference caused by Subsequent Users, Licensee shall notify City in writing of such Interference, and City shall cause the party responsible for the Interference to immediately take all steps necessary to determine the cause of and eliminate such Interference. If the Interference continues for a period exceeding seventy-two hours following such notification, City shall use commercially reasonable efforts to cause the Subsequent User to reduce power or cease operations until such time as such Subsequent User can make repairs to the equipment causing such Interference.
 - e. Interference by Licensee. Notwithstanding any prior approval by City of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause interference to City or other Priority Users of the Tower. If Licensee is notified in writing that its operations are causing Interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such Interference. If the Interference continues for a period exceeding seventy-two hours following such notification, City shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. If Licensee fails to promptly take such action, then City shall have the right to terminate the operation of the Equipment causing such Interference, at Licensee's cost, and without liability to Licensee for any inconvenience, disturbance, loss of business, or other damage as the result of such actions. To the extent allowable by law and subject to appropriation, Licensee shall indemnify and hold City and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims, and liability that result from Interference to Priority Users caused by Licensee's Equipment. City shall require the inclusion of a similar provision in any license for all Subsequent Users.
9. **FCC Requirements Regarding Interference**. Nothing herein will prejudice, limit, or impair Licensee's rights under Applicable Law, including, but not limited to FCC Rules and Regulations, to redress any Interference independently of the terms of this Section. Notwithstanding anything herein to the contrary, the provisions set forth in this Section will be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees in the deployment of their

frequencies and the operation of the Equipment. If Licensee deploys its frequencies or operates the Equipment in a manner which prevents any other user of the Tower or Premises from decoding signal imbedded in their licensed frequencies such that City makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by City, Licensee will be in default of this Agreement and the remedies set forth in herein will apply

10. **HAZARDOUS SUBSTANCES AND WASTES.** Licensee agrees that it shall not keep, ship to, ship from, permit or generate any Hazardous Material on the Premises without the expressed consent of the Licensor. Hazardous Material, shall mean (i) "Hazardous Substances" as that term is defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Sec. 9601, et seq.; (ii) "Hazardous Wastes." as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Sec. 6902, et seq.; (iii) "Hazardous Waste," as that term is defined by the Missouri Hazardous Waste Management Law, RSMO Section 260.350, et seq.; (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended, (v) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60) degrees Fahrenheit and 14.7 pounds per square inch absolute, (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C Sec. 2011 et seq., as amended or hereafter amended; and (vii) asbestos in any form or condition; provided, however that Licensor acknowledges that the existing motels and asphalt may contain Hazardous Material, and Licensee must comply with applicable law in the demolition and removal of any such Hazardous Material.
11. **POSSESSION AT BEGINNING OF TERM.** Licensor shall give possession to the Premises to the Licensee at the commencement of the Term.
12. **LICENSOR'S RIGHT OF ENTRY.** Licensor or Licensor's agent may enter the Premises at reasonable hours to examine the same, to do anything Licensor may be required to do hereunder or which Licensor may deem necessary for the good of the Premises; provided, Licensor shall notify Licensee in advance of the timeframe and names of the personnel who will enter the Premises, and shall instruct such personnel to wear identifying badges and observe all safety protocols in place while on the Premises.
13. **SIGNS AND ADVERTISEMENTS.** Licensee shall not put upon, nor permit to be put upon, any part of the Premises, any signs, billboards or advertising whatsoever, without written consent of Licensor's Director of Water Services, provided that appropriate signage may be used to indicate the Premises is a construction site.
14. **AMERICANS WITH DISABILITIES ACT.** The Licensee agrees to comply with all provisions, where applicable, of Public Law 101-336 as it appears in CFR Part 35 and 298 CFR Part 1630 as applicable (Americans with Disabilities Act), as amended from time to

time during the course of this License.

15. INSURANCE

- a. Licensee is a self-insured entity and shall cover liability claims by accounting for and financing its uninsured risk of loss funds in its Legal Expense Fund, except for claims which are barred by sovereign immunity as provided in Section 537.600, RSMo., or other applicable law. Licensee shall further cover workers' compensation claims by accounting for and financing its uninsured risks of loss. Licensee has secured insurance to limit loss exposure to cover Licensee's statutory obligation with a self-insured retention of no more than \$2,000,000 per occurrence. Licensee may adjust the self-insured retention based on market conditions, or even procure other risk transfer products such as an occupational death and dismemberment policy. Licensee carries excess workers' compensation coverage through a private insurance in accordance with the State of Missouri's self-insurance rules. Licensee shall provide relevant, written insurance certificates to Landlord upon request. Prior to the commencement Work under this Agreement, Licensee shall provide to City Local Media, Inc. ("Certificate Holder") (at 4370 Peachtree Rd., NE, Atlanta, GA 30319, Attn: Risk Management) (1) a fully executed copy of this Agreement and (2) a Certificate of Insurance verifying the following minimum coverages with respect to the insurance policies of each contractor and subcontractor Licensee uses to perform any portion of Work or services under this Agreement, in all cases, with each insurance carrier having a rating by A.M. Best of A- VII or higher and all such insurance being primary and non-contributory:
 - (i) **Commercial General Liability** – an Occurrence based ISO policy or its functional equivalent that includes contractual liability; a minimum of \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products-Completed Operations Aggregate / \$5,000 Medical Expense (any one person). City Local Media, Inc. and all its parents and subsidiaries must be included as Additional Insureds, and the policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.
 - (ii) **Umbrella Coverage** – a minimum limit of \$1,000,000 that follows the Commercial General Liability policy.
 - (iii) **Automobile Liability** – a minimum \$1,000,000 CSL with both hired and non-owned liability. City Local Media, Inc. and all its parents and subsidiaries must be included as Additional Insureds, and the policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.
 - (iv) **Workers' Compensation / Employers Liability** – a minimum of \$1,000,000 each accident, \$1,000,000 policy limit, \$1,000,000 each employee. Policy must include each proprietor, partner, executive, officer, or LLC member of Licensee. The policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.

In addition to the insurance coverages required above, in the event any Work is to be performed by or on behalf of Licensee on or at the Premises, prior to commencement of such Work, Licensee shall also obtain and deliver (or cause to be obtained and delivered from its contractors and subcontractors) to City the following:

- (v) **Professional E&O Liability (structural engineering) coverage** – a minimum of \$1,000,000 per occurrence. The policy must be maintained until the expiration of the applicable statute of limitations following completion of the Work for which the policy was obtained.
- (vi) **All Risk Builders / Installation Floater coverage** – a minimum of replacement cost value of the Tower, antennae, cost of modifications, repairs or alternations, and estimated cost of debris removal. Coverage should include Faulty Workmanship or Materials and Faulty Design Specifications. The policy must be maintained until the completion of the work for which the policy was obtained.
- (vii) **Insurance and Indemnification Agreement** – Licensee must obtain an executed Insurance and Indemnification Agreement from each contractor, subcontractor, consultant, and other vendor providing services in connection with any Work on or at the Premises, the form of which will be provided to Licensee upon Licensee’s delivery of written request to City.

- b. Licensee’s failure to comply with any insurance requirements set forth in this Section or any other agreement between the parties will not relieve Licensee from any liability under this Agreement. Licensee’s obligations herein will not be construed to conflict with or limit Licensee’s indemnification obligations under this Agreement.
- c. Licensee will avoid any action that may cause damage to any part of the Tower or equipment owned by Tenants.

16. **INDEMNITY AND PUBLIC LIABILITY.** The Licensee shall defend and indemnify, hold harmless, protect and save the Licensor and all of its officers and employees harmless from and against any and all actions, suits, proceedings, claims and demands, loss, liens, cost, expense, including legal fees, and liability of each kind and nature whatsoever (“claims”) for the injury to or death of persons or damage to property, including property owned by the Licensor and from any and all other claims whether in equity or in law asserted by others, which may be brought, made, filed against, imposed upon or sustained by the Licensor, its officers or employees, to the extent such claims arise from or be attributable to or be caused directly or indirectly by (i) any wrongful act or omission of Licensee, its officers, agents, employees, including volunteers, contractors, patrons, lessees or invitees (the “Licensee Parties”); (ii) any violation of law, ordinance or governmental regulations or orders by the Licensee Parties of any kind; (iii) the negligent performance by the Licensee Parties of any authorized or permitted act contemplated by this Agreement; or (iv) any contaminating materials in and around the Premises; provided that Licensee

shall not be responsible to Licensor to the extent of the negligence or willful misconduct of the Licensor, its officers, employees volunteers, contractors, patrons, lessees or invitees.

17. FORCE MAJEURE, FAILURE OF SERVICE; DAMAGE TO PROPERTY ON PREMISES. Licensee agrees that all property of every kind and description kept, stored or placed in or on the Premises by Licensee or its agents shall be at Licensee's sole risk and hazard and that Licensor shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating on the Premises. City will incur no liability to Licensee for failure to furnish space, as provided herein, or to render any service, if prevented by wars, acts of terrorism, fires, strikes or labor troubles, accidents, acts of God, acts by the City, State, Federal or other governmental authorities, unavoidable delay, or other causes beyond City's direct control, involving the partial or total destruction of real property, the Tower, or the Transmission Building. City will use its best efforts to replace and restore damaged or destroyed elements of its property (utilizing available insurance and/or condemnation proceeds only) and reinstate services as promptly and reasonably as possible. In the event of the total or substantial partial destruction of the Tower, City may, at its option, either (i) terminate this Agreement, or (ii) rebuild its facilities and reinstate service to Licensee as promptly as reasonably possible (utilizing available insurance or condemnation proceeds only).

18. RF Radiation and Safety/ Antenna Servicing.

- a. Immediately upon demand of City, Licensee at Licensee's sole expense shall have RF Radiation Studies performed to respond to any reasonable belief by City that Licensee's use of the Tower is in violation of any applicable radio frequency ("RF") radiation restrictions or any other law, rule, or regulation. Such studies shall be certified to and delivered to City. Licensee shall immediately shut down its Equipment, transmission operations, and systems upon notice from City, or if at any time Licensee has reason to believe, that failure to so act will or may foreseeably result in human exposure to RF radiation in excess of guidelines established by the American National Standards Institute (including any other successor association established for the same purpose, "ANSI") or FCC Rules and Regulations in effect at such time. Licensee shall also shut down or reduce its transmission operations as reasonably requested by City to permit inspection, construction, or maintenance activities in or on the Tower, whether such request is made to accommodate City's or a Tenant's needs. All such requests by City requiring the reduction or shutdown of Licensee's operations for discretionary purposes shall be given with reasonable advance notice and shall be made for periods that are intended to cause as little disruption to Licensee's operations as is commercially reasonable. If Licensee fails to reduce or shut down its Equipment, transmission operations, or systems pursuant to this Section, City may reduce or temporarily terminate power to Licensee's Equipment, transmission operations, or systems, and City will incur no liability to Licensee for such reduction or termination of power. Licensee shall inform all employees, agents and contractors who may perform work at the Tower of radiation protection rules, including those set forth herein, and shall inform all such persons of the presence of warning signs

at the Tower designating certain areas or locations as prohibited areas or “hot spots.” Licensee shall maintain compliance with all applicable rules, laws, and regulations concerning RF radiation.

- b. Licensee shall cooperate fully in taking the necessary steps to protect personnel working on the Tower from exposure to RF Radiation energy in excess of acceptable standards as may now, or in the future, be established by the ANSI and adopted by the FCC or any other government agency which now or in the future may regulate such matters.

19. PUBLIC REQUIREMENTS. Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof.

20. ASSIGNMENT AND SUBLICENSE. Licensee shall not assign, transfer, or encumber this Agreement and shall not sublicense the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Licensor; provided that Licensee may allow its contractors and employees of affiliates of Licensee to enter the Premises in connection with the Purpose.

21. DEFAULT.

- a. In the event Licensee shall cause Interference and fails to cease such Interference within the time periods set forth in herein, City shall have the right to terminate this Agreement and all other rights and remedies afforded under the laws of the State of Missouri, without limitation, and the right to impose a lien against all of the Equipment of Licensee installed on the Tower for any costs, loss or damage caused to City by the default of Licensee. In the event Licensee breaches any other obligations under this Agreement and fails to cure the same within twenty days following receipt of written notice, City shall have the right to terminate this Agreement immediately. Regardless of whether City elects to terminate this Agreement, Licensee is liable to City for all costs of collection, including reasonable attorney’s fees and court costs.
- b. Upon the expiration of the Term or termination of this Agreement in accordance with any provisions of this Agreement, Licensee shall quit and peaceably surrender the Tower and its space on the Tower and within the Premises to City in good order and repair less reasonable wear and tear; damage by fire and other casualty excepted provided insurance proceeds are delivered to City if the damage is covered by insurance required of Licensee hereunder. Licensee shall remove any Equipment immediately upon expiration of the Term or the termination of this Agreement. Should Licensee refuse or delay to remove any Equipment, City may immediately terminate Licensee’s right to license the Premises by written notice to Licensee, whereupon all right, title, and interest in and to the Equipment will vest in City who may dispose of the Equipment in its sole discretion without any liability to Licensee.

- c. No right or remedy conferred upon or reserved to City in this Agreement is intended to be exclusive of any other right or remedy, and every right and remedy of City is cumulative whether existing at law or in equity or by statute.
- d. The right to enter judgment against Licensee and to enforce all of the other provisions of this Agreement may, at the option of any assignee of this Agreement, be exercised by any assignee of City's interest in this Agreement for his, her, their, or its own name.

22. **CONTINUING OBLIGATION.** Neither the termination of this Agreement for default nor any dispossessory order shall relieve Licensee of its previously accrued and future liability and obligations under this Agreement, and any such liability and obligation shall survive any such termination or order.

23. **OBSOLESCENCE/DECOMMISSIONING.** In addition to any other right of City to terminate this Agreement, City has the right to terminate this Agreement upon at least sixty (60) days' written notice to Licensee in the event (i) City determines, in its sole discretion, the Tower is, or has become, obsolete or unnecessary; or (ii) the Tower is decommissioned for any reason. Upon termination of this Agreement pursuant to this Section, City will have no further obligation to Licensee under this Agreement, and Licensee shall remove its equipment from the Tower in accordance with Section 21(b).

24. **QUIET ENJOYMENT.** City covenants that Licensee, on paying the applicable License Fees and performing the covenants contained in this Agreement, will and may peacefully and quietly hold and enjoy the rights provided for in this Agreement for the Term hereof and subject to the provisions contained in this Agreement. Except as to a claim of title superior to that of City which would violate the covenant of quiet enjoyment set forth in this Section, City makes no representations or warranties whatsoever and Licensee accepts the rights and privileges set forth herein strictly on an "As Is" basis. This Agreement is always subject and subordinate to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever that may now exist or hereafter be placed on or against the Tower or Premises, all without the necessity of having further instruments executed by Licensee to effect such subordination.

25. **RECORDING.** Licensee shall not, without the prior written approval of Licensor, record this Agreement or cause it to be recorded. In the event that Licensee does cause it to be recorded, Licensor may terminate the License, upon thirty (30) days' notice, at its sole option.

25.26. **CITY REQUIRED TERMS.** City's required terms and conditions are attached hereto as Exhibit C and incorporated herein by reference. Within the context of Exhibit C, "Licensee" shall be referred to as "Contractor."

26.27. **NOTICE.** Any notices hereunder shall be sufficient if sent by U.S. Mail, postage prepaid:

Addressed to Licensee: **Jackson County**

**[department contact]
414 E. 12th Street, 1st Floor
Kansas City, MO 64106**

Addressed to Licensor: **City of Kansas City
Director, General Services
414 E. 12th Street, 1st Floor
Kansas City, MO 64106**

27.28. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties, and no modification of this Agreement shall be binding upon the Parties unless evidenced by an agreement in writing signed by both the Licensor and the Licensee after the date hereof.

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

IN WITNESS WHEREOF, each party hereto has caused this License to be executed on behalf of such party by an authorized representative as of the date first set forth above.

LICENSEE: JACKSON COUNTY, MISSOURI

BY: _____
Name:
Title:

LICENSOR: CITY OF KANSAS CITY, MISSOURI, a Constitutionally Chartered Municipal Corporation of the State of Missouri

BY: _____
Yolanda McKinzy
Director, General Services Department
City of Kansas City, Missouri

APPROVED AS TO FORM:

BY: _____
Abigail Judah
Assistant City Attorney

Exhibit A

[PLANS]

Exhibit B

[Structural Analysis]

|

Exhibit C

Addendum

City Required Terms and Conditions

1. Records and Audit Requirements.

a. For the purposes of this Section:

- 1) The “City” shall mean the City Auditor, the City’s Internal Auditor, the City’s Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Agreement and their delegates and agents.
- 2) “Records” 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 amendments and renewals of this Agreement.

b. Contractor shall maintain and retain all Records 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 Contractor shall provide access to City of all Records upon ten (10) days’ written notice from the City.

2. Affirmative Action. If this Agreement exceeds \$300,000.00 and Contractor employs fifty (50) or more employees, Contractor shall comply with the City’s Affirmative Action requirements in accordance with the provisions of Chapter 3 of the City’s Code, the rules and regulations relating to those sections, and any additions or amendments thereto. In executing this Agreement subject to said provisions, if such conditions are triggered, Contractor warrants that it will put into place an affirmative action program and will maintain the affirmative action program in place for the duration of the Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor’s expenses, which will not exceed \$50,000.00, as set forth herein. Contractor 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.

a. For the purposes of this Section, “Subcontractor” shall mean any subcontractors, affiliates, or delegates with whom Contractor subcontracts or to whom Contractor delegates any of its obligations under this Agreement.

b. In the event this Agreement exceeds \$300,000.00 and Contractor employs fifty (50) or more employees, Contractor shall:

- 1) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Agreement;
- 2) Submit, in print or electronic format, a copy of Contractor’s current certificate of compliance to the City’s Civil Rights and 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, and if, and only if, Contractor does not possess a current certification of compliance,

Contractor shall submit, in print or electronic format, a copy of its affirmative action program to 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;

- 3) 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; and
- 4) 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, Contractor 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.

c. The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision, if applicable. If Contractor 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 Contractor may be declared ineligible for any further contracts funded by the City for a period of one (1) year. This is a material term of this Agreement.

3. Tax Compliance. Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this Agreement or any contract renewal when the total contract amount exceeds \$160,000.00. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed \$50,000.00, as set forth herein. If Contractor performs work on a contract that is for a term longer than one year, Contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

4. Employee Eligibility Verification. If this Agreement exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor 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). Contractor shall attach to the affidavit documentation sufficient to establish Contractor'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. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/files/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of this Agreement, or at any point during the term of this Agreement if requested by the City.

5. Anti-Discrimination Against Israel. If this Agreement exceeds \$100,000.00 and Contractor employs at least ten (10) employees, pursuant to Section 34.600, RSMo., by executing this Agreement, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, 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. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed \$50,000.00, as set forth herein.

6. Non-Discrimination in Employment. Contractor 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, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

7. Ban the Box in Hiring and Promotion.

a. Pursuant to Section 38-104, City Code Ordinances, Contractor 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.

b. Notwithstanding subsection (a), Contractor 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.

c. This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

8. 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. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

9. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.