

## Sports Complex Fair Share Agreement

THIS SPORTS COMPLEX FAIR SHARE AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2006, by and between the JACKSON COUNTY SPORTS COMPLEX AUTHORITY, a duly incorporated Sports Complex Authority under Missouri law (the "Authority"), and the KANSAS CITY ROYALS BASEBALL CORPORATION, a Missouri corporation (the "Royals").

WHEREAS, the Authority and the Royals entered into the 2006 Lease Amendment (the "Lease Amendment") dated as of the 24<sup>th</sup> day of January, 2006, for the operation of the Royals' exclusive leased premises at, and other portions of, the Harry S. Truman Sports Complex; and

WHEREAS, the Authority and the Royals intend to enter into a Kauffman Stadium Development Agreement regarding the Royals Complex Development Project (the "Development Agreement") for the renovation and operation of the Royals' exclusive leased premises at the Harry S. Truman Sports Complex (the "Royals Project"); and

WHEREAS, pursuant to the terms of the Development Agreement and the Lease Amendment, the Royals intend to enter into this Agreement in an effort to assure that opportunities are maximized for minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs") to participate in the Royals Project, and to assure that opportunities for minorities and women to be employed in the workforce on the Royals Project are maximized; and

WHEREAS, the Authority and the Royals agree that the Authority shall establish a Fairness Committee (the "Fairness Committee") to prepare and present an M/WBE and Workforce Policy and Program (the "M/WBE and Workforce Policy and Program") to the Authority for its consideration and acceptance as hereinafter provided; and

WHEREAS, the Royals, as the party designated in the Development Agreement to develop the Royals Project, has agreed, in connection with the design, development and construction of the Royals Project, to enter into this Agreement (a) to use best faith efforts to achieve goals set forth in this Agreement for hiring minorities and women and utilizing MBEs and WBEs, and (b) to consult with, and to cause its construction manager, general contractor, subcontractors, vendors, consultants and/or third-party contractors providing goods or services to the Royals Project (together, its "Contractors") to consult with, minority contractor representatives recommended by the M/WBE and Workforce Coordinator (as defined hereinafter) from time-to-time during the term of the Development Agreement with respect to implementation of the Royals Project; and

WHEREAS, the Royals shall encourage utilization of joint ventures and other strategic alliances to achieve minority and women participation in all prime roles including, but not limited to, the following areas: architectural services, general contracting, engineering services, legal services, purchases and other services provided to the Royals Project; and

WHEREAS, the Royals desire that opportunities are maximized for MBEs and WBEs with offices located first in Jackson County, then in the State of Missouri, and then in the Kansas City metropolitan area; and

WHEREAS, this Agreement represents the strict commitment of the parties to include MBEs and WBEs from and after the date of this Agreement in all aspects of the design, procurement, development and construction of the Royals Project, such as the above-mentioned areas, and including, but not limited to, all construction-related services, professional services, other services, and procurement of material, supplies and equipment; and

WHEREAS, the Royals, pursuant to the M/WBE and Workforce Policy and Program, and upon consultation with the M/WBE and Workforce Coordinator, shall use reasonable diligence and efforts to cause its Contractors to coordinate the creation of subcontracting opportunities suitable in size and scope of work for MBEs and WBEs in order to enhance contracting opportunities for MBEs and WBEs and to develop the capacity of MBEs and WBEs;

NOW, THEREFORE, IT IS AGREED, FROM AND AFTER THE DATE HEREOF:

#### SECTION I: FAIRNESS COMMITTEE

The Authority shall establish a Fairness Committee consisting of nine (9) voting members and three non-voting members, which shall be composed of the following representatives, subject to the Authority's approval of each recommendation:

- Two members and two alternates recommended by the Builders' Association.
- One member and an alternate recommended by the Heavy Constructors Association.
- One member and an alternate recommended by the Business Owners and Managers Council of the National Association of Women in Construction.
- One member and an alternate recommended by the NAACP – Kansas City, Missouri Branch.
- One member and an alternate recommended jointly by the Minority Contractors Association and the Kansas City Hispanic Association of Contractors Enterprise, Inc.
- One member and an alternate recommended by the MidAmerica Minority Business Development Council.
- One member and an alternate recommended by the Greater Kansas City Chamber of Commerce.
- The Chair shall be appointed by the Chairman of the Authority and shall be a voting member.
- The M/WBE and Workforce Coordinator shall be a non-voting but participating member.
- The Chairman of the Jackson County Legislature shall appoint a non-voting but participating member.

- One representative of the Royals shall be a non-voting but participating member.
- One representative of the Chiefs shall be a non-voting but participating member.

## SECTION II: M/WBE AND WORKFORCE POLICY AND PROGRAM / M/WBE GOALS

The Authority shall cause the Fairness Committee to prepare and present an M/WBE and Workforce Policy and Program to the Authority for its consideration and acceptance. The purpose of the M/WBE and Workforce Policy and Program shall be to (a) provide MBEs and WBEs with the maximum opportunity to participate in the procurement of material and equipment and in the construction and professional services necessary to implement the Royals Project; (b) provide procedures for monitoring and enforcing compliance with the Royals' covenant to use best faith efforts to achieve the goals for MBE and WBE participation set forth in Schedule "1" attached hereto (the "M/WBE Goals"); (c) provide minority and women workers the maximum opportunity to gain employment in the workforce on the Royals Project; and (d) provide procedures for monitoring and enforcing compliance with the Royals' covenant to use best faith efforts to achieve the goals for the employment of minorities and women equal to the percentage of minorities and women, respectively, in the union labor pool from time to time for each trade being used on the worksite and in the pool of available unskilled workers, the current percentages of which are all as set forth in Schedule "1" attached hereto (the "Workforce Goals"); provided, however, that in an effort to exceed the Workforce Goals, the Royals agree to cause its construction manager or general contractor to participate in the Project Prepare program as described in Section V hereof. The M/WBE and Workforce Policy and Program shall not impose obligations upon the Royals beyond the scope of obligations provided in this Agreement, the Development Agreement and the Lease Amendment. The M/WBE and Workforce Policy and Program shall require the Fairness Committee to act upon any matter brought before it within ten (10) days and any item for which the Fairness Committee's approval is requested will be deemed approved if the Fairness Committee fails to act upon the same within such 10-day period. The M/WBE and Workforce Policy and Program shall be adopted by the Authority as promptly as possible following April 4, 2006, but not later than May 5, 2006. The Royals shall have no responsibility for any failure of the Authority to adopt the M/WBE and Workforce Policy and Program by such date. It is agreed that, prior to the approval of the M/WBE and Workforce Policy and Program, the Royals and the Authority may continue to incur fees, costs or expenses in connection with the implementation of the Royals Project in order to cause the Royals Project to continue to move forward in a timely manner; the parties understand, however, that such fees, costs and expenses incurred prior to the approval of the M/WBE and Workforce Policy and Program shall be incurred primarily in the areas of legal services and design services. Such fees, costs and expenses incurred prior to the approval of the M/WBE and Workforce Policy and Program shall be excluded from the aggregate total of all sums paid in connection with the implementation of the Royals Project, and therefore shall not be included in the costs of the Royals Project that are subject to the M/WBE Goals.

## SECTION III: BEST FAITH EFFORTS

The Royals shall use best faith efforts, in accordance with the provisions of Schedule "2" attached hereto, as determined by the Authority upon recommendation and/or report of the Fairness Committee, to comply with the terms of the M/WBE and Workforce Policy

and Program, including reporting requirements thereunder. Further, the Royals shall contractually obligate its Contractors to use best faith efforts, as determined by the Authority upon recommendation and/or report of the Fairness Committee, in accordance with the provisions of Schedule "2" attached hereto, and to comply with the terms of the M/WBE and Workforce Policy and Program, including reporting requirements thereunder, and the Royals shall make all reasonable efforts to enforce such obligations made by its Contractors. If and to the extent that any failure to comply with the M/WBE and Workforce Policy and Program occurs by any Contractor, such failure shall not constitute a failure by the Royals to use best faith efforts so long as the Royals have contractually obligated such Contractor, or required its construction manager or general contractor to contractually obligate such Contractor, to use best faith efforts to comply with the M/WBE and Workforce Policy and Program, and the Royals have used reasonable efforts to cause all Contractors with which it has a direct contract to comply with the requirements of the M/WBE and Workforce Policy and Program.

Notwithstanding the foregoing, with respect to workforce utilization provisions of the M/WBE and Workforce Policy and Program, the Royals and the Authority agree that, as to any work constituting a portion of the Royals Project that is performed by any Contractor, any failure by any Contractor to comply with the workforce utilization provisions of the M/WBE and Workforce Policy and Program shall not constitute a failure by the Royals to use best faith efforts so long as the Royals have contractually obligated such Contractor, or required its construction manager or general contractor to contractually obligate such Contractor, to use best faith efforts to comply with such workforce utilization provisions of the M/WBE and Workforce Policy and Program, and the Royals have used reasonable efforts to cause all Contractors with which it has a direct contract to comply with the requirements of the M/WBE and Workforce Policy and Program.

#### SECTION IV: M/WBE AND WORKFORCE COORDINATOR

The Royals shall provide the Authority with fifty percent (50%) of the cost (said fifty percent (50%) not to exceed \$50,000 for each twelve (12) month period commencing on May 1, 2006 and ending upon completion of the Royals Project as mutually agreed by the parties, but in no event later than that date (the "Termination Date") that is the date of Substantial Completion under Section 7.01 of the Development Agreement) to retain a person or firm to serve as an M/WBE and Workforce Coordinator, reasonably acceptable to the Royals, to assist the Authority and the Royals in the implementation, monitoring and enforcement of the best faith efforts required to achieve the desired results of this Agreement and the M/WBE and Workforce Policy and Program. The Authority shall provide the remaining funds necessary to pay all remaining costs in the implementation, monitoring and enforcement of the best faith efforts required to achieve the desired results of this Agreement and the M/WBE and Workforce Policy and Program. Both the Royals' portion of such costs (as set forth above) and the Authority's portion of such costs attributable to this Agreement (which shall be limited to an amount not to exceed \$120,000 [\$240,000 total for Chiefs and Royals Fair Share Agreements] for each twelve (12)-month period commencing thirty (30) days prior to the commencement of substantial construction and ending upon the Termination Date that is the date of Substantial Completion under Section 7.01 of the Development Agreement) shall be paid from time to time as project costs from the construction fund established from the proceeds of the sale of the tax-exempt bonds issued pursuant to Section 6.05 of the Development Agreement. The Authority shall

cause such bonds to be sized and issued in an aggregate principal amount sufficient to provide, when combined with the \$12,500,000 of Missouri State Tax Credits, the \$225,000,000 Landlord Capped Contribution as defined in Subsection 22(a) of the Lease Amendment plus the total of all costs reasonably estimated to be provided by the Royals and the Authority (subject to the limitation of such Authority costs as set forth above) and paid as project costs from the construction fund pursuant to this SECTION IV and the Royals portions of costs under SECTION V below. The selected person or firm shall serve in this capacity beginning May 1, 2006 and ending upon the Termination Date. The person or firm shall be provided with comparable office space along with other construction personnel and construction-related personnel at the Royals Project, so long as such is maintained by the Royals at the job site. The responsibilities for the M/WBE and Workforce Coordinator are generally described in the attached Schedule "3".

#### SECTION V: WORKFORCE GOALS

As part of this M/WBE and Workforce Policy and Program and with respect to Workforce Goals for the Royals Project, the minimum Workforce Goals for employment of minorities and women shall be as provided in Section II hereof. The Royals shall further seek to extend those Workforce Goals by causing the construction manager or general contractor for the Royals Project to enter into a Memorandum of Understanding with the Full Employment Council to maximize the hiring of minority workers and women workers through Project Prepare, such Memorandum of Understanding to be consistent with the program described in the attached Schedule "4". The Royals shall contractually obligate its construction manager or general contractor, and shall cause its construction manager or general contractor to contractually obligate its Contractors, to participate in Project Prepare consistently with such Memorandum of Understanding. The Royals and the Authority understand and agree that the costs of implementing the Project Prepare program set forth in such Memorandum of Understanding shall be approximately \$400,000 over a two-year period (the anticipated term of this Memorandum of Understanding). The Royals shall provide the Authority with or pay fifty percent (50%) of such costs (such fifty percent (50%) not to exceed \$100,000 for each twelve (12)-month period commencing on May 1, 2006, and ending two (2) years thereafter); provided, however, that in no event shall the Royals be obligated to pay a total amount under this Agreement in excess of \$200,000 for its share of the costs of implementing the Project Prepare program. The Authority shall provide the remaining funds necessary to pay any remaining costs. The Royals' portion of such costs shall be paid from time to time as project costs from the construction fund established from bond sale proceeds as set forth above.

#### SECTION VI: MAXIMUM OPPORTUNITY / REPORTING

The Royals agree that their executive officer charged with the responsibility of directing the M/WBE and Workforce Policy and Program shall have been granted necessary corporate authority to do so. The executive officer shall have sufficient authority, staff and resources to carry out the proper development and implementation of the M/WBE and Workforce Policy and Program. With assistance from the M/WBE and Workforce Coordinator, the Royals shall submit a report to the Fairness Committee and the governing body of the Authority on a monthly basis documenting the involvement of MBEs and WBEs in the design, development, procurement and construction of the Royals Project and including documentation

of payments to MBEs and WBEs identified as being so involved. Such report shall also include a report on workforce utilization of minorities and women on the site.

**SECTION VII: LOCAL PREFERENCE**

In an effort to maximize the use of firms with an office in Jackson County, Missouri or in the State of Missouri, a weighted scale of participation to achieve the M/WBE Goals shall be determined as follows:

MBEs AND WBEs With Office in Jackson County	100%
MBEs AND WBEs With Office in Missouri But No Office in Jackson County	90%
MBEs AND WBEs With No Office in Missouri But Office in the Kansas City Metropolitan Area	80%
MBEs AND WBEs With No Office in Missouri and No Office in the Kansas City Metropolitan Area	70%

It is acknowledged that the weighted scale set forth above may reduce the percentage of MBE and WBE participation in terms of ultimate percentage, but the Royals and the Authority agree that achieving the goal of maximizing the use of firms with an office in Jackson County, Missouri or in the State of Missouri or in the Kansas City metropolitan area justifies such a weighted scale.

**SECTION VIII: EXCLUDED EXPENDITURES**

The Royals and its Contractors shall use best faith efforts as set forth herein in order to progress towards the achievement of the M/WBE Goals and Workforce Goals, but the Royals shall not be required to pay any amounts in excess of the lowest responsible and responsive price or bid to procure any goods or services, or to delay any design, development or construction activities in order to progress towards the achievement of the M/WBE Goals and Workforce Goals. The Royals agree the bid requirements shall obligate a Contractor to agree to execute a contract by which it is contractually obligated to use best faith efforts as set forth herein, and that for a bid or price to be responsible and responsive, it must have been prepared by a Contractor that agrees to be so contractually obligated. In the event that the lowest price or bid is not responsible and responsive because the Contractor does not agree to be contractually obligated to use best faith efforts as set forth herein, the Royals shall, or shall cause its construction manager or general contractor to, either re-bid that contract or select the next lowest responsible and responsive price or bid, if permitted by applicable law. The M/WBE and Workforce Coordinator shall be entitled to review any and all bids to examine whether they are responsible and responsive with regard to best faith efforts as set forth herein, but there shall be no obligation on the Royals to delay the Royals Project pending such review, and if any Contractor that becomes contractually obligated to use best faith efforts as provided herein is ultimately determined to have not used such best faith efforts, the remedies of the Authority shall

be as set forth in this Agreement with respect to such Contractor. Any disagreement between such Coordinator and the Royals shall be submitted first to the Fairness Committee and then to the Authority for resolution.

Based upon the Royals' representations that there are no qualified MBEs and/or WBEs from which it will be able to purchase suitable scoreboards, sound systems and seating, procurements of scoreboards, sound systems and seating are specifically excluded from the aggregate total of all sums paid in connection with the implementation of the Royals Project. Nevertheless, MBEs and WBEs shall have maximum opportunity to participate in the installation of scoreboards, sound systems and seating unless installation is an integral part of the purchase and/or separate installation would negate or vitiate any warranty. In addition, in the event that, after the date hereof, the Royals reasonably determine that there are no qualified MBEs and/or WBEs from which it will be able to purchase other goods to be utilized in the development of the Royals Project, the Royals shall notify the Fairness Committee. The Fairness Committee shall investigate and submit its recommendation to the Authority with respect to such goods, and if the Authority shall determine that there are no qualified MBEs and/or WBEs from which the Royals will be able to purchase such goods, then procurements of such goods shall be specifically excluded from the aggregate total of all sums paid in connection with the implementation of the Royals Project as to which the M/WBE Goals are applicable. Nevertheless, MBEs and WBEs shall have maximum opportunity to participate in the installation of such goods unless installation is an integral part of the purchase and/or separate installation would negate or vitiate any warranty.

#### SECTION IX: CERTIFICATION

The M/WBE and Workforce Policy and Program shall designate the appropriate authorities or entities to provide certification of MBEs and WBEs and shall establish criteria for all requirements relating to qualifications for MBEs and WBEs. The Royals and its Contractors may rely entirely upon the certification or lack of certification provided by the designated authorities or entities in determining whether any such person or entity is a certified MBE or WBE. In no event shall any criteria based upon amount of revenues or sales be used in the determination as to whether entities are qualified as MBEs or WBEs.

#### SECTION X: DEFAULT

In the event any claim is made by the M/WBE and Workforce Coordinator or the Authority that the Royals or any of its Contractors has not made a best faith effort to achieve the M/WBE Goals or the Workforce Goals, or that it or they have breached any provision (or failed to perform under any provision) of this Agreement, such claim shall first be submitted to and investigated by the Fairness Committee, which shall conduct a prompt investigation, consider all facts and evidence provided to it and make a recommendation to the Authority for its consideration and determination.

If the Authority finds, after investigation and consideration by the Fairness Committee, that the Royals have failed to (a) perform its obligations under this Agreement, (b) contractually obligate its construction manager or general contractor on the Royals Project to use best faith efforts, or (c) contractually obligate any other Contractors directly engaged by the

Royals to use best faith efforts to comply with this Agreement, then if the default has not been cured as prescribed by the Authority within the time prescribed by the Authority, then such failure shall constitute a default hereunder and under the Development Agreement, and the Authority may take such action to enforce this Agreement as is available at law or in equity hereunder. The Authority may note such non-compliance in any future application by any parties to implement any future contracts. In addition, the Authority may take into account the past compliance record of the Royals' proposed Contractors in evaluating such Contractors' applications for future contracts. No failure by the Royals hereunder that results in a failure to achieve the M/WBE Goals and the Workforce Goals shall constitute a Royals default hereunder so long as the Royals have made best faith efforts to comply with the provisions of this Agreement and the M/WBE and Workforce Policy and Program, and so long as the Royals have used reasonable efforts to cause all Contractors with which it has a direct contract to comply with the requirements of the M/WBE and Workforce Policy and Program. If the construction manager or general contractor or any Contractor that is contractually obligated to use best faith efforts shall fail to do so, such failure shall not constitute a default by the Royals hereunder, and the Royals hereby agree that the Authority is a third party beneficiary of such contractual obligations to use best faith efforts, and the Authority shall have the right to seek damages or specific performance directly against such construction manager or general contractor or other Contractor. The Royals will contractually obligate its construction manager or general contractor and all other Contractors engaged by the Royals to agree that the Authority is a third party beneficiary of the contractual obligation to use best faith efforts hereunder, subject to all available remedies, and shall contractually obligate the construction manager or general contractor to contractually obligate its Contractors to agree that the Authority is a third party beneficiary of the contractual obligations to use best faith efforts hereunder, subject to all available remedies.

#### SECTION XI: EFFECT OF AGREEMENT

This Agreement is subject to and conditioned upon the prior or subsequent signing of the Development Agreement, and passage of the April 4, 2006 referendum.

Upon passage of the April 4, 2006 referendum, the Royals and the Authority shall put in place a process to effectuate the intent embodied herein. As part of this process, the Royals shall work with the M/WBE and Workforce Coordinator and the Fairness Committee in developing and implementing the provisions of this Agreement including the M/WBE and Workforce Policy and Program.

The undertaking and commitments set forth in this Agreement shall not be deemed to modify, amend or abrogate any provision of the Development Agreement, the Lease Amendment or any related agreement between the Authority and the Royals except as specifically set forth herein. If the Royals should contract with the Authority concerning the construction of a rolling roof for Kauffman Stadium, the parties will negotiate in good faith for a separate Fair Share Agreement applicable to such construction.

Terms used herein as defined terms and not defined herein shall have the meaning set forth in the Lease Amendment.

SECTION XII: INCORPORATION OF RECITALS AND EXHIBITS

The parties hereby agree that the Recitals, the M/WBE and Workforce Policy and Program and the Exhibits and Schedules attached hereto are hereby incorporated into this Agreement in full and form an integral part thereof.

[The remainder of this page is intentionally left blank. Signature page(s) follow.]

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**JACKSON COUNTY SPORTS COMPLEX  
AUTHORITY**

By: \_\_\_\_\_  
Jim Rowland, Executive Director

ATTEST

\_\_\_\_\_  
Michael T. White, General Counsel

**KANSAS CITY ROYALS BASEBALL  
CORPORATION**

By: \_\_\_\_\_

**SCHEDULE "1"**

**Participation Goals**

The over-all M/WBE Goals for participation under this Agreement are 22% MBE and 8% WBE. Such over-all M/WBE Goals, broken down by business category, ethnicity and gender, are as follows:

CATEGORY	GOALS	
	MBE	WBE
Construction and Construction-related Services	22%	8%
Architectural & Engineering	22%	8%
Professional Services	22%	8%
Materials, Supplies & Equipment	22%	8%
Other Services	22%	8%

**Workforce Goals**

The Workforce Goals for the Royals Project are as follows:\*

CATEGORY	GOALS	
	Minorities	Women
Boilermakers	13%	4%
Masons	20%	1%
Carpenters	13%	2%
Carpet, Floor, Tile	13%	2%
Cement, Concrete	17%	1%
Drywall, Ceiling	23%	4%
Electricians	15%	2%
Glaziers	19%	1%
Painters	23%	8%
Plumbers, Pipefitters	12%	2%
Roofers	41%	1%
Sheet Metal Workers	10%	1%
Iron & Steel	13%	2%
Construction Equipment Operators	15%	2%
Unskilled Workers	26%	3%

\* These percentages are supplied by the Missouri Department of Labor for the Kansas City Metropolitan Area as the percentages of minorities and women workers in the union labor pool for each listed trade. The Authority represents that these figures are correct to the best of its information and belief. If the actual percentage of minorities or women workers in the union labor pool and applied trade is less than as set forth herein, or if the category of laborers does not include all unskilled workers, then the numbers of the schedule above will be adjusted to the percentages in such labor pool or group. The parties understand that these figures can change from time to time.

## SCHEDULE "2"

### **Guidance Concerning Best Faith Efforts**

Standards to determine best faith efforts.

(1) Best faith efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. In evaluating best faith efforts made toward achieving the goals, whether the bidder or proposer has performed the following may be considered, along with any other relevant factors:

(a) Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations not less than fifteen (15) days prior to the deadline for submission of bids to allow MBE and WBE firms to participate effectively;

(b) Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract not less than fifteen (15) days prior to the deadline for submission of bids to allow MBE and WBE firms to participate effectively;

(c) Sent written notices, by certified mail, e-mail or facsimile, to qualified, certified MBEs and WBEs soliciting their participation in the contract not less than fifteen (15) days prior to the deadline for submission of bids to allow them to participate effectively;

(d) Attempted to identify portions of the work for qualified, certified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units;

(e) Requested assistance in achieving the goal from the M/WBE and Workforce Coordinator and acted on the M/WBE and Workforce Coordinator's recommendations;

(f) Conferred with qualified, certified MBEs and WBEs and explained the scope and requirements of the work for which their bids or proposals were solicited;

(g) Attempted to negotiate in good faith with qualified, certified MBEs and WBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities;

(h) Within five working days after drawing the bid specifications, bidder sent certified letters, e-mails or facsimiles to qualified, certified MBEs and

WBEs listed by the MBE/WBE Directory maintained by the City of Kansas City, Missouri;

(i) Followed up initial solicitations of interest by contacting MBEs and WBEs to determine whether the MBEs and WBEs were interested;

(j) Made efforts to refer interested MBEs and WBEs to entities who may be able to assist them in obtaining required bonding, lines of credit, or insurance; and

(k) Effectively used the services of available minority community organizations, minority contractors groups, local, state and Federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of MBEs and WBEs.

(2) A bidder or proposer shall submit documentation of best faith efforts when requested by the M/WBE and Workforce Coordinator, the Fairness Committee or the Authority.

### **SCHEDULE “3”**

#### **General Responsibilities and Budget for M/WBE and Workforce Coordinator**

The Coordinator will assist the Royals and the Authority with the following:

1. Conduct outreach and marketing.
2. Participate in senior-level management meetings in connection with matters dealing with the Royals Project.
3. Participate in pre-construction and pre-bid meetings.
4. Assist pre-qualification determinations.
5. Assist in the decision process for awarding contracts.
6. Conduct periodic site visits on the project sites to verify MBE AND WBE utilization and to verify employment levels for minorities and women.
7. Develop required reporting documents.
8. Review status and progress reports before they go to Fairness Committee.
9. Audit the status of interested firms' certification.
10. Assist the Royals and Contractors in identifying qualified MBE and WBE firms.
11. Review billings to ensure that payment levels meet the utilization plan.
12. Provide technical assistance that will help firms with the necessary bonding and insurance capabilities.
13. Assist in preparation of monthly reports due under this Agreement.
14. Provide minority source prospect lists from Jackson County.
15. Provide minority source prospect lists of Jackson County-based companies.
16. Assist in the development of web page links to facilitate MBE AND WBE contractor applications.
17. Facilitate the use of County-owned or project-based meeting space for all networking sessions, pre-bid meetings and minority workshops.
18. Take claims, disputes or appeals by any party initially to the Fairness Committee and, if necessary, to the Authority.

19. Monitor screenings of apprenticeship and employment applicants and participate in the Interview Panel process under the “Project Prepare” Memorandum of Understanding with the Full Employment Council.
20. Take such other responsibilities as are reasonably requested by the Authority and the Royals in furtherance of the M/WBE and Workforce Policy and Program to facilitate the effective development of the Royals Project.

The annual Budget for the M/WBE and Workforce Policy and Program will be approximately \$340,000.

## **SCHEDULE “4”**

### **Project Prepare**

This Memorandum of Understanding (the “MOU”) among the Royals, the construction manager or general contractor for the Royals Project, the Authority, and the Full Employment Council (the “FEC”) shall incorporate provisions consistent with the following:

1. The purpose of the MOU will be to establish the procedures for the screening and referral of applicants to the general contractor or construction manager on the Royals Project. The FEC, as coordinator for Project Prepare, agrees to recruit, test, and prescreen available and interested candidates for positions with Contractors on the Royals Project. Participants referred for an interview must meet the employer's minimum requirements for employment.
2. The FEC will (a) recruit applicants through the Missouri Careers Centers in Jackson County and other counties in the Kansas City metropolitan area in conjunction with Project Prepare; (b) assess clients based on title and descriptions provided by the construction manager or general contractor; (c) collaborate with the construction manager or general contractor to provide applicants with an overview of positions and qualifications needed in conjunction with the Royals Project; and (d) assist the construction manager or general contractor with background screening, drug testing, and other prescreening requirements for the Royals Project.
3. The construction manager or general contractor will (a) provide the FEC with job descriptions of the craft positions available for the Royals Project as well as qualifications needed for each position; (b) notify the FEC in advance of the time when job vacancies must be filled; (c) provide feedback to the FEC regarding hiring decisions and client outcomes; and (d) meet with the FEC monthly to review results.
4. The Royals and the Authority will provide funds to pay the FEC per SECTION V of the Agreement.
5. The MOU is effective for a period of two years from the date of signature. If appropriate, the MOU may be extended by mutual written agreement.

# Project Prepare Flow Chart

## Legend

TRADES: Electrician, Cement Mason, Laborers, Bricklayers, Painter, Sprinklerfitter, Roofer, Carpenters, Sheet Metal Worker, and Ironworkers

## Eligibility Requirements

High School Graduate or GED  
Must be 18 or older — Targeting 18-21 - but does not exclude  
Pass Urinalysis Test  
Must be a Missouri Resident

### Step One Orientation

Full Employment Council's Role Recruit, Offer the One-Stop Orientation, Conduct Eligibility, Assess and Conduct Drug Test

### Step Two Interview Panel

Apprenticeship Coordinator from each Trade will conduct interview with potential participants for Project Prepare

### Step Three Selection Process

Each individual **CRAFT Coordinators** will select participants for Project Prepare Training

### Step Four

Project Prepare Orientation (AFL-CIO)  
The Kansas City AFL-CIO will provide a program orientation to all participants selected to participant in the next process. Participants will sign a statement which acknowledges the participants rights and responsibilities with respect to the program.

### Step Five

#### **Referral to Individual TRADE/Pre-Apprenticeship Training**

AFL-CIO will provide pre-apprenticeship training which will consist of a six-week curriculum that will consist of two parts  
Part One: Work Maturity Skills Training  
Part Two: Occupational Skills Training

### Step Six

Community Service Project/Work Experience  
Community Service/Work Experience will be provided at non-for-profit worksites. Participants will be engaged in construction related activities or at a trade organization, training center, or at actual construction worksites

Full Employment Council Supportive Services for Work Tools & Steel Toe Boots for those who are selected

### Step Seven

Apprenticeship Program

Participants will be selected to participate in Apprenticeship Program by Trade Coordinators if they are successful with Steps One - Step Six  
**\* FEC will not determine who will participate**

