

Cooperative Agreement for Blue River Greenway Restoration Project

THIS COOPERATIVE AGREEMENT (hereinafter “Agreement”) made and entered into by and between Jackson County, Missouri (hereinafter “County”), and the City of Kansas City, a Missouri municipal corporation organized and existing under its constitutional charter, (hereinafter “City”),

WITNESSETH:

WHEREAS, County presently owns and holds for public use certain lands in connection with County’s **Blue River Parkway** generally lying between Kansas City’s Swope Park on the north, Kenneth Road on the south, east of the State Line, and east and west of Blue River Road; and

WHEREAS, City having the means available or potentially available to it to improve said lands with grant funds secured by the City, desires to make such improvements as hereinafter described with County’s permission,

NOW, THEREFORE, the parties hereto agree as follows:

1. **SCOPE, PURPOSE, AND INTENT.**

The scope, purpose, and intent of this agreement is to provide for green infrastructure enhancements and riparian restoration on certain lands owned by County and held by County for public use, said scope to be confined to that property more fully described in Exhibit A. It is the intent of the parties that this Agreement is framed pursuant to Sections 70.210 through 70.325 RSMo., relating to cooperative agreements between governmental units or agencies to provide a common service to the public, in this instance, green infrastructure enhancements and riparian restoration.

2. **COUNTY LANDS.**

The County lands to be utilized by City for green infrastructure enhancements and riparian restoration are generally located within the Blue River Parkway, the legal description of said lands more fully described in Exhibit C, which is attached hereto and made a part hereof.

3. **IMPROVEMENTS BY CITY.**

The City proposes to restore acres of riparian habitat along the Blue River, restore green infrastructure in three nodes along the Blue River corridor, and plant 2,000-5,000 trees in neighborhoods and business districts adjacent to the corridor, undertaking such work in part upon the site described above, in accordance with the plans and specifications now or

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MARY JO SPINO
COUNTY CLERK

hereafter adopted by the City acting through its Office of Environmental Quality and shown generally on Exhibit B which is attached hereto and made a part hereof.

4. **APPROVAL FOR PLANS.**

That before commencement of any improvement to be made by City as set forth in Paragraph 3 above, City through its Office of Environmental Quality agrees to submit plans and specifications to County, through County's Parks + Rec Department, for approval before making any alteration on the premises.

5. **OPERATION OF THE PROJECT**

County shall allow parking and access to the public at its existing Blue River Parkway. County and City shall not conduct organized events at the project areas without prior notification and agreement of the other party to eliminate conflicts in scheduling.

6. **TERM.**

This Agreement shall become effective upon the date when both parties are by law bound thereby, and shall remain in full force and effect until terminated by either party or by mutual agreement in accordance with the provisions for termination hereafter.

7. **TERMINATION.**

This Agreement may be terminated by either party upon giving not less than one year's notice to the other. If County elects to terminate this Agreement and the improvements contemplated by the parties have been made, then County shall be liable for the cost of the improvements made by City less depreciation, such cost to be evidenced by the actual cost to City to make said improvements. In the event that said termination shall be at any time prior to the expiration of ten years, then the depreciation shall be based upon the actual depreciation based upon a similar improvement of standard like. Should City elect to terminate the Agreement at any time, all improvements shall become County property with no cost to County.

8. **Merger**

This Agreement, including any referenced Attachments, constitutes the entire agreement between County and City with respect to this subject matter.

9. **Severability of Provisions**

Except as specifically provided herein, all the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of

competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.


10. Representations and Warranties


County and City each certify that it has the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the respective dates hereafter contained in the acknowledgement by their appropriate officers.

CITY OF KANSAS CITY

JACKSON COUNTY

DocuSigned by:

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Andrew Savastino
Chief Environmental Officer


Frank White, Jr.
County Executive

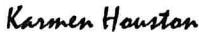
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C8BFC7E5F94C472...
Chris Cotten
Director of Parks & Recreation

ATTEST:

Pursuant to Board Resolution # 32663


Mary Jo Spino
County Clerk

ATTEST:


DocuSigned by:

9CAA14FE1A344F4...
Karmen Houston
Secretary to the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Signed by:

3A91B1601CF94EE...
Assistant City Attorney


Bryan Covinsky
County Counselor