

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a First Amendment to the Cooperative Agreement with the City of Kansas City, Missouri, in connection with the construction of a multipurpose trail within the Blue River Parkway.

RESOLUTION NO. 19953, August 13, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, in 2007, the County and the City of Kansas City entered into a Cooperative agreement for Park Improvements for the Blue River Parkway; and,

WHEREAS, this mutually beneficial agreement has resulted in the addition of 2.2 miles of recreational trail constructed in the Blue River Parkway that connects to the popular Indian Creek Trail system; and,

WHEREAS, the original agreement only covered the Blue River Parkway property between Bannister Road and Red Bridge Road; and,

WHEREAS, the Parks + Rec Department requests the approval of the attached First Amendment to the Cooperative Agreement with the City of Kansas City to include the entire Blue River Parkway property; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the County Executive be and hereby is authorized to execute the attached First Amendment to the Cooperative Agreement with the City of Kansas City, MO, on behalf of the County.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19953 of August 13, 2018 was duly passed on August 20, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1 Excused 1

8/20/18
Date


Mary Jo Spino, Clerk of Legislature

AMENDMENT # 1**COOPERATIVE AGREEMENT
FOR PARK IMPROVEMENTS AND USE
in the
BLUE RIVER PARKWAY**

WHEREAS, on or about March 5, 2007, the City of Kansas City, Missouri, ("City") and Jackson County, Missouri, ("County") entered into a Cooperative Agreement for Park Improvements and Use in the Blue River Parkway. ("Agreement").

WHEREAS, this Agreement was authorized by the Jackson County Legislature by Resolution # 16169 and by Kansas City Park Board Resolution 28032.

WHEREAS, this Agreement has been successful in providing additional recreational opportunities to the citizens of the City and County through inter-governmental cooperation.

WHEREAS, under this Agreement approximately 2.2 miles of trail have been constructed by the City on County property and have provided a connection between the Blue River Parkway and the Indian Creek Trail system.

WHEREAS, the City and County wish to continue this agreement and expand the area within Blue River Parkway covered under the Agreement.

WHEREAS, expanding the area covered under this Agreement will allow connections to additional trails within the MetroGreen system of trails and greenways.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, the parties agree to modify the terms of the Cooperative Agreement with Amendment #1 as follows:

1. Paragraph 2. COUNTY LANDS: Shall be modified to add the following additional County owned land within the Blue River Parkway:
Section 9, T47N, R33W; Section 16, T47N, R33W; Section 17, T47N, Section 20, T47N, Section 21, T47N, R33W; Section 14, T48N, R33W; Section 22, T48N, R33W; Section 27, T48N, R33W; Section 28, T48N, R33W; Section 29, T48N, R33W; Section 30, T48N, R33W; Section 31, T48N, R33W.
2. This Amendment #1 to the Cooperative Agreement for Park Improvements and Use in the Blue River Parkway shall be binding on the parties thereto only after it has been duly approved and executed by the governing bodies of the parties.
3. In the event that any provision of this Amendment is inconsistent with any provisions of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the _____ day of _____, 2018.

CITY OF KANSAS CITY
PARKS & RECREATION DEPT.

JACKSON COUNTY

Mark L. McHenry
Director of Parks & Recreation

Frank White Jr.
County Executive

Pursuant to Board Resolution # _____

ATTEST:

ATTEST:

Secretary to the Board

Mary Jo Spino
Clerk of the County Legislature

APPROVED AS TO FORM:

APPROVED AS TO FORM:

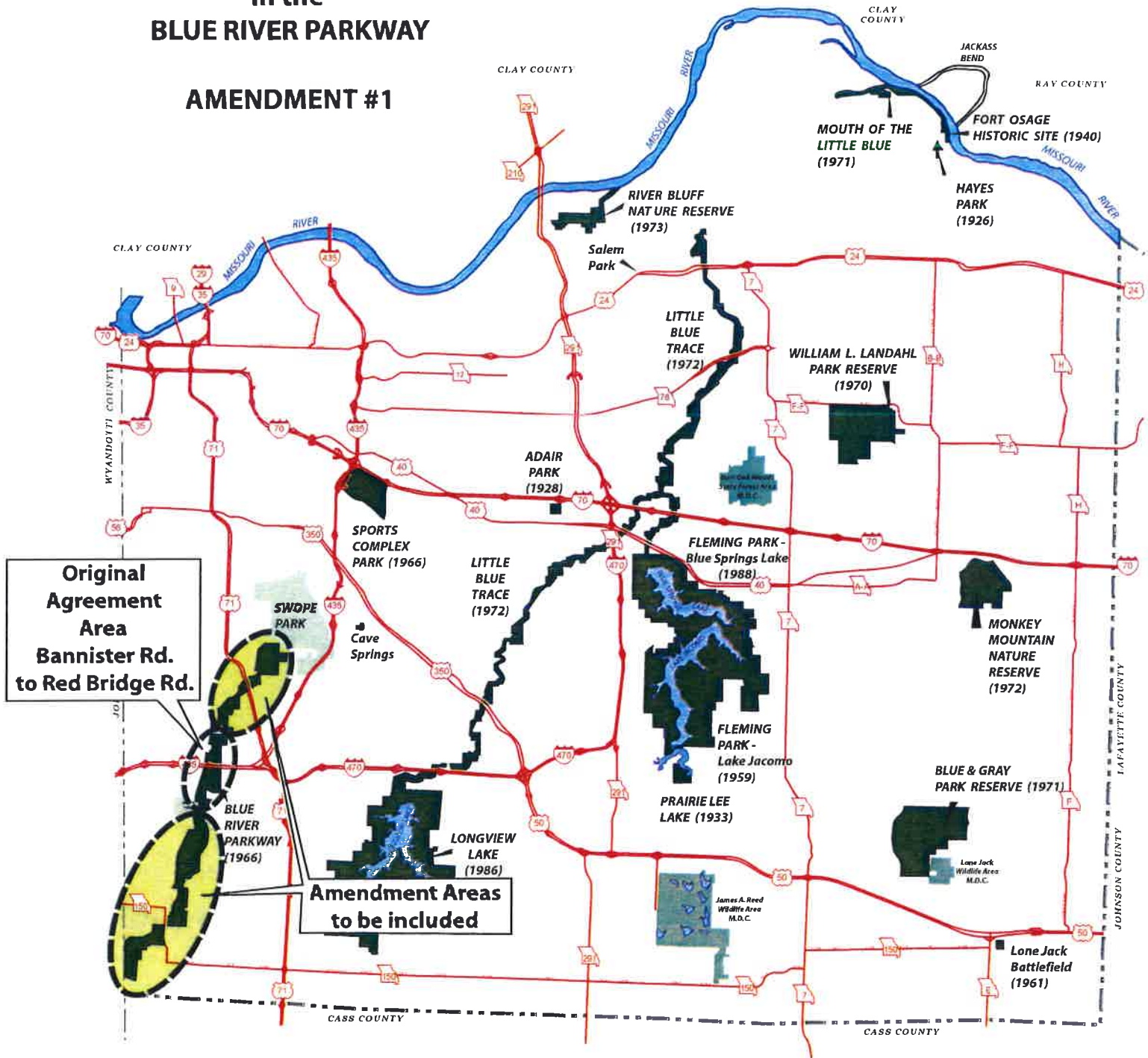
Assistant City Attorney

Stephen W. Nixon
County Counselor

Jackson County Park System

COOPERATIVE AGREEMENT FOR PARK IMPROVEMENTS AND USE in the BLUE RIVER PARKWAY

AMENDMENT #1



Jackson County, Missouri

COOPERATIVE AGREEMENT
FOR PARK IMPROVEMENTS AND USE
in the
BLUE RIVER PARKWAY

THIS AGREEMENT made and entered into by and between Jackson County, Missouri, hereinafter called "County", and the City of Kansas City, a Missouri municipality organized and existing under its constitutional charter, hereinafter called "City",

WITNESSETH:

WHEREAS, County presently owns and holds for public use certain lands in connection with County's Blue River Parkway lying between Bannister Road on the north, Red Bridge Road on the south, east of the railroad right-of-way of the Missouri Pacific Railroad Company and west of Blue River Road; and

WHEREAS, City having the means available or potentially available to it to improve said lands with a multipurpose trail, 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 a recreational trail to be built in phases and operated on certain lands owned by the County and held by County for public use for park and recreational purposes, said scope to be confined to park lands in the Blue River Parkway previously defined. It is the intent of the parties that this Agreement is framed pursuant to Sections 70.210, through 70.325 RSMo. 1978, relating to cooperative agreements between governmental units or agencies to provide a common service to the public, in this instance, public recreational facilities.

2. COUNTY LANDS.

The County lands to be utilized by City for trail improvements are located within the Blue River Parkway, the legal description of said lands being as follows:

All land being owned by Jackson County lying within; the Southeast ¼ of Section 28, T48N, R33W; the Southwest ¼ of Section 27, T48N, R33W; the East ½ of Section 33, T48N, R33W and the Northeast ¼ of Section 4, T47N, R33 W.

3. IMPROVEMENTS BY CITY.

The City proposes to be constructed on the site described above the initial phase of a paved multipurpose trail in accordance with the plans and specifications now or hereafter adopted by the City acting through its Board of Parks and Recreation Commissioners and shown generally on Exhibit A which is attached hereto and made a part hereof. After completion of each phase of said multipurpose trail, the City shall make same available for public use.

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 Board of Parks and Recreation Commissioners agrees to submit plans and specifications to County, through County's Parks and Recreation Department, for approval before making any alteration on the premises.

5. MAINTENANCE OF IMPROVEMENTS.

City shall provide all maintenance of trail improvements constructed by the City. Maintenance shall be provided by the City to keep the trail safe for users and free of defects. County reserves the right to close and remove the trail should the City fail to maintain the trail to this standard. County shall provide routine grounds maintenance, (general clean-up and mowing along the

trail), for so long as this Agreement is in effect. Scheduling of routine grounds maintenance shall be by the County.

6. OPERATION OF THE TRAIL.

County shall allow parking and trail access to the public at its existing parking lot at 99th and Blue River Road. County and City shall not conduct organized events along the trail without prior notification and agreement of the other party to eliminate conflicts in scheduling.

7. SIGNS AND ADVERTISEMENTS.

County and City agree that they shall not erect or maintain nor permit the erection or maintenance upon any part of the park premises described aforesaid any billboards or advertisements whatsoever, but that the parties contemplate that an appropriate sign or marker designating the trail may be erected and maintained upon approval of both parties.

8. TERM.

This Cooperative Agreement shall become effective upon that 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.

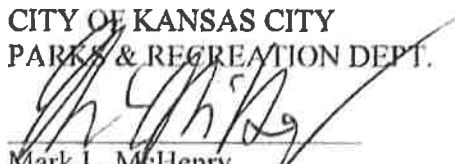
9. TERMINATION.

This Cooperative 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.


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

CITY OF KANSAS CITY
PARKS & RECREATION DEPT.


Mark L. McHenry
Director of Parks & Recreation

Pursuant to Board Resolution # 78032

ATTEST:


Secretary to the Board


APPROVED AS TO FORM:


Assistant City Attorney

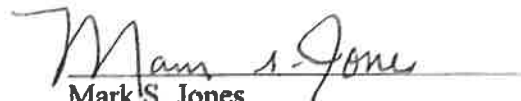
JACKSON COUNTY


Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the County Legislature

APPROVED AS TO FORM:


Mark S. Jones
County Counselor