

**COOPERATIVE AGREEMENT — HARRY S. TRUMAN SPORTS COMPLEX**

THIS COOPERATIVE AGREEMENT (the "Agreement") is made and entered into this day of \_\_\_\_\_, 2013, between the CITY OF KANSAS CITY, MISSOURI (the "City"), and JACKSON COUNTY, MISSOURI (the "County").

WHEREAS, the City of Kansas City, Missouri, has been a financial supporter of the County's Harry S. Truman Sports Complex since the early 1990's; and,

WHEREAS, the sports complex is an important regional asset contributing to the City and County tax base; and,

WHEREAS, the County has constructed and owns the sports complex and has leased and sub-leased the sports complex to the Kansas City Royals Baseball Corporation and the Kansas City Chiefs Football Club, Inc., pursuant to Lease Agreements dated as of January 19, 1990 and 2006 Lease Amendments dated as of January 24, 2006; and,

WHEREAS, the County and the Chiefs and the Royals have extended the term of the leases to January 31, 2031; and,

WHEREAS, the County has pledged a 3/8-cent annual sales tax and an additional county property tax of approximately \$3.5 million annually for the term of the leases; and,

WHEREAS, the City's financial contributions are vital and necessary to the funding of the operation and maintenance of the sports complex during the term of the leases; and,

WHEREAS, the City and the County have determined it to be in the best interests of the residents of the City and County to maintain and operate the sports complex during the term of the leases; and,

WHEREAS, the continued operation and maintenance of the sports complex requires a cooperative effort between the City and County; and,

WHEREAS, the City and the County desire to enter into the attached Cooperative Agreement to set forth their mutual understanding relative to the continued City funding of the sports complex during the term of the leases; and,

WHEREAS, under this Agreement, the City will continue its annual contribution of \$2 million for the upkeep of the sports complex, subject to annual appropriation, throughout the term of the leases; 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 Cooperative Agreement with the City of Kansas City, Missouri.

**1. Representation by the City.** The City represents and warrants to the County as follows:

A. The City (i) is a constitutional charter city and a political subdivision duly organized and validly existing under the laws of the State of Missouri, (ii) has lawful power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder, and (iii) by all necessary action has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

B. The execution and delivery of this Agreement by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any agreement or instrument to which the City is a party or by which it or any of its property is bound, or by any of the constitutional or statutory laws, rules or regulations applicable to the City or its property.

C. To the knowledge of the City, there is no litigation or proceeding pending or threatened against the City or any other person affecting the right of the City to execute this Agreement or to otherwise comply with the obligations under this Agreement. Neither the execution and delivery of this Agreement by the City, nor compliance by the City with its obligations under this Agreement, require the approval of any regulatory body or any other entity, which approval has not been obtained.

**2. Obligations of the City.** The City agrees to:

A. Annual Budget Request. The Director of Finance of the City or other officer of the City at any time charged with the responsibility of formulating budget proposals shall include in the budget proposals submitted to the City Council, in each Fiscal Year in which this Agreement shall be in effect, an appropriation as specified in EXHIBIT A to this Agreement.

B. Annual Appropriations. The City intends, on or before the last day of each Fiscal Year, to budget and appropriate, specifically with respect to this Agreement, moneys equal to the amounts specified in "EXHIBIT A — Schedule of City Sports Complex Payments" of this Agreement. The first such payment shall be due to the County on or before December 15, 2013. This commitment is subject to the appropriation decision of the City Council made each year.

**3. Obligations of County.** County agrees to:

A. Accept the annual sum of \$2,000,000 from City and maintain the same intact to be spent exclusively on the repair, maintenance, management or operation of the Sports Complex.

B. Continue to collect and pledge the County 3/8-cent annual sales tax and an additional County Property Tax of approximately \$3.5 Million annually for the term of the Lease to be spent exclusively on the repair, maintenance, management or operation of the Sports Complex.

4. **Modification.** The terms, conditions and provisions of this Agreement can be neither modified nor eliminated, except by written agreement between the City and the County. Any such modification to this Agreement as approved shall include an attachment of this Agreement, as approved and executed, for reference.
5. **Effective Date.** This Agreement shall become effective on the date set forth herein, and shall remain in full force and effect until the full payment of the amounts set forth in Exhibit A hereto.
6. **Notice.** All notices required by this Cooperative Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or delivered by courier to the following:  
  
To the City at:  

Troy Schulte  
City Manager  
City of Kansas City, Missouri  
414 East 12<sup>th</sup> Street, 28th Floor  
Kansas City, Missouri 64106

  
with a copy to:  

Randall Landes  
Director of Finance  
City of Kansas City, Missouri  
414 East 12<sup>th</sup> Street, 3rd Floor  
Kansas City, Missouri 64106

  
To the County at:  

County Executive  
Jackson County Courthouse, 2<sup>nd</sup> Floor  
415 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106
7. **Multiple Counterparts.** This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which constitute but one and the same instrument, binding on all parties hereto, even though all the parties are not signatories to the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which together contain the signatures of all parties hereto shall be deemed for all purposes a fully executed original.
8. **Continued Cooperation of Parties.** Each party agrees that, upon the request of the other, it will provide such other information, documents or instruments and/or undertake such further actions as may be reasonably requested in order to give full force and effect to the intent of the provisions, terms and covenants of this Agreement.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

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IN WITNESS WHEREOF, the parties execute this Agreement on the date set forth above.

**CITY OF KANSAS CITY, MISSOURI:**

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Troy M. Schulte  
City Manager

APPROVED AS TO FORM:

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William Geary  
City Attorney

**JACKSON COUNTY, MISSOURI:**

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Michael D. Sanders  
County Executive

APPROVED AS TO FORM:

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W. Stephen Nixon  
County Counselor

ATTEST

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Mary Jo Spino  
Clerk of the County Legislature

**EXHIBIT A****Schedule of City Sports Complex Payments**

Year	Annual Payment due on or before December 15 of each calendar year
2013	\$2,000,000
2014	\$2,000,000
2015	\$2,000,000
2016	\$2,000,000
2017	\$2,000,000
2018	\$2,000,000
2019	\$2,000,000
2020	\$2,000,000
2021	\$2,000,000
2022	\$2,000,000
2023	\$2,000,000
2024	\$2,000,000
2025	\$2,000,000
2026	\$2,000,000
2027	\$2,000,000
2028	\$2,000,000
2029	\$2,000,000
2030	\$2,000,000