

Jackson County, Missouri  
City of Independence, Missouri  
Cooperative Agreement for Environmental Remediation

THIS AGREEMENT is entered into on this 11 day of August, 2009, by Jackson County, Missouri, a body politic of the state of Missouri (hereinafter referred to as County) and the City of Independence, Missouri, a Municipal corporation of the State of Missouri (hereinafter referred to as City).

WHEREAS, the County and City desire to cooperate to administrate and improve services to its citizens in the form of developing a renovation project plan (the "Plan") for the future use of a facility presently owned by the City at 315 N. Main, Independence, Missouri (the "Facility"), the legal description of the land being attached hereto as Attachment A and incorporated herein; and,

WHEREAS, the primary focus of the plan envisions use of the Facility by the County for the "MyArts" drug prevention program with the prospect of additional funding for the Plan coming from community fund-raising; and,

WHEREAS, the City requires \$175,000 as an augmentation to its revenues in order to provide environmental remediation of the Facility before the Plan can be developed and the ultimate ownership and use of the Facility and participation of the County and City can be determined; and,

WHEREAS, it would be mutually advantageous and to the benefit of both the County and the City to jointly cooperate in achieving the environmental remediation in order that a complete and cohesive Plan can be developed for the greatest benefit of both parties and the community; and

WHEREAS, the County and City have the authority to enter into this cooperative agreement by Sections 70.210 et.seq., of the Revised Statutes of Missouri and its execution by the County has been authorized by Resolution 16765.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Statutory Authority. The parties enter in this Agreement as authorized by Section 70.221 of the Revised Statutes of Missouri, and agree that the scope of this Agreement is within the powers of each party.
2. Public Improvement Project Description. The parties will cooperate as set forth in this Agreement for the planning, design, construction, financing, property acquisition and operation of improvements related to the aforementioned Facility.

FILED

AUG 11 2009

MARY JO SPINO  
COUNTY CLERK

3. Obligations of the City. City agrees to use any funds received from the County under this Agreement to achieve remediation of any environmental conditions identified at the Facility and, by this Agreement, grants the County an option to purchase and right of first refusal as described herein.

This Agreement is based on, and in anticipation of, the following:

A. The County will provide the \$175,000 from the 2009 Anti-Drug Sales Tax Fund revenues.

B. The City shall retain title to the Facility, and in addition, shall provide for the operation and maintenance of such Facility during the environmental remediation and notify in writing the County of the completion of the remediation.

C. The County, in consideration of the \$175,000 for the remediation plan eventually adopted and implemented for the Facility, shall have the option of purchasing the Facility for the sum of \$1.00. Said option to purchase may be exercised by the County within three (3) years following notification of the completion of the remediation at the discretion of the County. .

D. By mutual agreement, the parties may enter into a long-term lease for ten to twenty years of the Facility for use by the County and extend the period for the County's exercise of the option to purchase the Facility.

E. The County agrees that the use of the Facility during any lease period or after purchase by the County shall eliminate blight and be limited to the purposes of government or community-service office space and anti-drug prevention and treatment educational programs.

4. Obligations of the County. The County agrees to contribute the sum of \$175,000 which the City shall use towards defrayment of the costs of the environmental remediation and Facility renovation expenses, including expenses incurred for architectural services in development of the Plan.

5. Appropriation Required. All financial obligations of this Agreement are subject to the appropriation of the necessary funds by the legislative or governing body of the party responsible for the payment.

6. Invalidation by Court Action. Invalidation of any part of this Agreement by judgment or other court action shall in no way affect any other provisions, which shall remain in full force and effect.

7. Mutual Cooperation. The parties agree that they will confer and cooperate with each other to ensure that the project is accomplished as efficiently and expeditiously as possible.

8. Termination. This Agreement may be terminated at the option of either party at any time upon ten (10) calendar days' written notice, except any obligation to pay for work already performed shall survive any termination.

9. Notices. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address as the party shall designate in writing.

County: Chief Administrative Officer  
Jackson County, Missouri  
415 East 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Kansas City, MO 64106

City: City Manager  
City of Independence  
111 East Maple, P.O. Box 1019  
Independence, MO 64051

With a copy to:

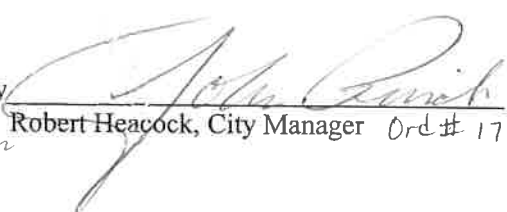
City Counselor  
City of Independence  
111 East Maple, P.O. Box 1019  
Independence, MO 64051

10. Approval. This Agreement shall become effective upon approval by the governing bodies of the parties and execution thereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

CITY OF INDEPENDENCE, MISSOURI

By

  
Robert Heacock, City Manager Ord # 17364

ATTEST:

  
\_\_\_\_\_  
Jane Sharon, City Clerk

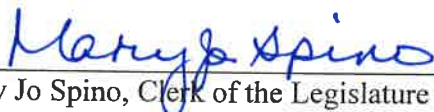
APPROVED AS TO FORM

  
\_\_\_\_\_  
B. Allen Garner, City Counselor  
City of Independence, Missouri

JACKSON COUNTY, MISSOURI

By   
\_\_\_\_\_  
Michael D. Sanders, County Executive

ATTEST:

  
\_\_\_\_\_  
Mary Jo Spino, Clerk of the Legislature

APPROVED AS TO FORM

  
\_\_\_\_\_  
Mark S. Jones, County Counselor

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$ 175,000.<sup>00</sup>, which is hereby authorized.

Date August 7, 2009

  
Director of the Department of Finance  
Acct. No. 008-5013-56789  
5103 2009001