

**INTERLOCAL COOPERATIVE AGREEMENT
FOR THE FEASIBILITY STUDY OF RETAINING THE "BUCK" O'NEIL BRIDGE**

THIS THREE PARTY COOPERATIVE AGREEMENT (together with the attachments hereto, the "Agreement"), is made and entered into this 18th day of March, 2022 among the City of KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation of the State of Missouri ("Kansas City"), JACKSON COUNTY, MO, ("Jackson County"), and CLAY COUNTY, MO, ("Clay County") (Kansas City, Jackson County, and Clay County are hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS, on June 1, 2021, Kansas City and the Missouri Highways and Transportation Commission entered into a Municipal Agreement to replace the U.S. 169 "Buck" O'Neil Bridge over the Missouri River.

WHEREAS, the State of Missouri ("State") desires to explore the options to preserve the existing "Buck" O'Neil Bridge and repurpose the bridge into a pedestrian space.

WHEREAS, the State has allocated \$300,000 in House Bill 19 for a feasibility study ("Study") to preserve the existing bridge, conducted jointly by Jackson County and Clay County.

WHEREAS, Kansas City also desires to explore options to retain and repurpose the existing bridge.

WHEREAS, the Parties hereto have determined it is in their best interest to jointly conduct the Study; and

NOW THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

Sec. 1. Purpose of the Agreement. The Parties hereto enter into this Agreement for the purpose of conducting a Study to preserve the existing "Buck" O'Neil Bridge and repurpose the bridge into a pedestrian space.

Sec. 2. Cost Sharing

- A. The total estimated cost of the Study which includes hydraulic analysis, environmental assessment, and permitting is currently estimated to be \$300,000.00.

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- B. The cost of implementing the Study – up to \$300,000 - shall be reimbursed by the State of Missouri pursuant to House Bill 19. Kansas City shall remit to the design professional the initial costs necessary to complete the Study. Upon completion of the Study, Jackson County shall provide the reimbursement to Kansas City for the full amount up to \$300,000. Subject to the appropriation of funds, Kansas City shall be responsible for any costs which exceed the \$300,000 appropriated by the State.

Sec. 3. Responsibilities of Kansas City. Kansas City agrees to:

- A. Be responsible for administering the Study and contracting with a design professional for creation of the Study.
- B. Invite one representative from Jackson County and one representative from Clay County to serve on the design professional selection committee.
- C. Provide a design professional agreement - including scopes of work - to Jackson County and Clay County to review and comment at least fourteen (14) days prior to execution of the agreement. Notwithstanding this provision, it will remain within the City's sole discretion whether to incorporate any changes suggested by Jackson County or Clay County.
- D. Provide the final Study to Jackson County and Clay County upon receipt from the design professional.
- E. Request reimbursement from Jackson County upon completion of the Study.
- F. Comply with all other requirements applicable to Kansas City as set forth in this Agreement.

Sec. 4. Responsibilities of Jackson County. Jackson County agrees to:

- A. Assign a staff member to serve on the design professional selection committee.
- B. Complete review of the draft design professional agreement and provide comments to Kansas City within ten (10) days from the date Jackson County receives such document. Failure to respond within ten (10) days will cause Kansas City to deem the documents approved by Jackson County.
- C. Comply with all other requirements applicable to Jackson County as set forth in this Agreement.

Sec. 5. Responsibilities of Clay County. Clay County agrees to:

- A. Assign a staff member to serve on the design professional selection committee.
- B. Complete review of the draft design professional agreement and provide comments to Kansas City within ten (10) days from the date Clay County receives such document. Failure to respond within ten (10) days will cause Kansas City to deem the documents approved by Clay County.

- C. Comply with all other requirements applicable to Clay County as set forth in this Agreement.

Sec. 6. Termination. This Agreement shall begin upon its execution and shall continue until the obligations of the Parties have been satisfied. Should a party hereto desire to terminate this Agreement prior to completion of the aforementioned Study, said party shall provide written notice to the other parties of its desire to terminate this Agreement, and said party shall be solely responsible for all the accumulated Study costs from the beginning of the project to the date of such notice. If any party terminates this Agreement prior to the completion of the Study, Kansas City will submit a final statement of accrued costs within sixty (60) days of termination to said party and said party shall process the payment within thirty (30) days of receipt of the final statement.

Sec. 7. Payments.

- A. Upon receipt of the final Study, Kansas City will submit one invoice to Jackson County for reimbursement of the entire contract amount; not to exceed \$300,000.
- B. Within 7 calendar days upon receiving the invoice from Kansas City, Jackson County will submit reimbursement request to the State.
- C. Within 7 calendar days upon receiving the reimbursement payment from the State, Jackson County will release payments to Kansas City.

Sec. 8. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, or facsimile to the following:

To Kansas City:
City Manager
City of Kansas City, MO
29th Floor, City Hall
414 E 12th Street
Kansas City, MO 64112

To Jackson County:
County Administrator
Jackson County, Missouri
415 E. 12th Street, 2nd Floor
Kansas City, Missouri 64106

To Clay County:
County Administrator
Clay County, Missouri
1 Courthouse Square
Liberty, MO 64068

All notices are effective three (3) days after mailing if sent by U.S. mail or upon receipt if delivered by a courier or facsimile. Any party may provide the other parties a change of address which change shall be effective ten (10) days after delivery.

Sec. 9. Right to Audit. Each party shall have the right to examine and audit, upon reasonable written notice and, at each party's own expense, all records and documents related to this Agreement. The Parties agree to retain and maintain all such records and documents for at least three (3) years from the date of termination of this Agreement.

Sec. 10. Compliance with Laws. The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Unless otherwise specified in this Agreement, each party, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Agreement.

Sec. 11. Waiver. No consent or waiver, express or implied, by any party to this Agreement or any breach or default by any other party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted. Waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition.

Sec. 12. Headings; Construction of Contract. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this Agreement and any incorporated Attachments, the provisions of this Agreement shall control.

Sec. 13. Merger. This Agreement, including any referenced Attachments, constitutes the entire agreement among the Parties with respect to this subject matter, and supersedes all prior agreements among the Parties with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Agreement.

Sec. 14. Modification. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except by written consent of all Parties to this Agreement.

Sec. 15. Severability of Provisions. Except as specifically provided in this Agreement, all of 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 that 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 intention of the parties.

Sec. 16. Further Acts. Subject to the appropriation of funds, the Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement.

Sec. 17. Binding Effect. This Agreement shall be binding upon all Parties and their assigns, transferees, and successors in interest.

Sec. 18. Representations and Warranties. Each party certifies that it has the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

Sec. 19. Force Majeure. The term "*Force Majeure Event*" means acts or omissions of any governmental authority (other than, with respect to Kansas City, Clay County, or Jackson County), fires, storms, natural disasters, strikes, riots, terrorist attack, power failures and any other event or occurrence, irrespective of whether similar to the foregoing, that is beyond the reasonable control of the party claiming that the Force Majeure Event affects its ability to perform any of its obligations under this Agreement. No party shall be liable for any delay in performance of any obligation under this Agreement (other than the payment of money owed) or any inability to perform any obligation under this Agreement (other than the payment of money) if and to the extent that such delay in performance or inability to perform is caused by a Force Majeure Event, so long as the party claiming the Force Majeure Event is working diligently, to the extent reasonably possible, to terminate the Force Majeure Event. A party claiming a Force Majeure Event as an excuse for delay or nonperformance under this Agreement shall provide the other party with prompt notice of the initiation of the Force Majeure Event, when it is expected to terminate, and of the termination of such Force Majeure Event. A Force Majeure Event shall be deemed to be terminated with respect to a particular delay or nonperformance when its effects on such future performance have been substantially eliminated. Notwithstanding the foregoing provisions, settlement of a strike or lockout shall be deemed beyond the control of the party claiming excuse thereby regardless of the cause of, or the ability of such party to settle, such strike or lockout.

Sec. 20. Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

Sec. 21. Future appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any party.

Sec. 22. Default and Remedies. If a party shall be in default or breach of any provision of this Agreement, any other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party thirty (30) days written notice and opportunity to correct such default or breach. All rights and remedies granted to each party herein

and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that either party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

Sec. 23. Administration. Kansas City shall be the administrator of this cooperative undertaking.

KANSAS CITY, MISSOURI

By:

Brian Platt
City Manager
Date:

APPROVED AS TO FORM:

Assistant City Attorney

JACKSON COUNTY, MO

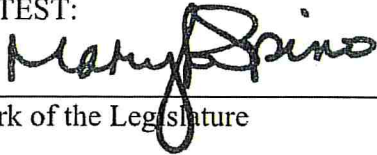
By:



Date:

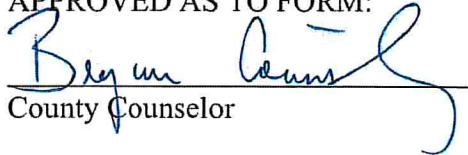
3/18/2022

ATTEST:



Clerk of the Legislature

APPROVED AS TO FORM:



County Counselor

CLAY COUNTY, MO

By:

Date:

ATTEST:

Clerk of the Legislature

APPROVED AS TO FORM:

County Counselor