

CCO Form: DE10
Approved: 01/99 (BDG)
Revised: 03/24 (TLP)
Modified: 05/25 (JDS)

County Agreement
Route: 350
County: Jackson
Job No.: JKU0404

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COUNTY/CITY AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the County of Jackson, Missouri (hereinafter, "County") and the City of Kansas City, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 350, Jackson County, Job No. JKU0404 shall consist of Bridge replacement, pavement resurfacing and adding turn lanes at the Route V (Noland Road) intersection.

(2) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(3) PURPOSE: It is the intent of this Agreement that the Commission shall provide without cost to the County and City, except as otherwise provided in this Agreement, a highway for traffic in the County and within the City limits and the Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

(A) The City will provide Design Services and Contract Administration to develop Construction Plans.

(B) Commission will provide Right of Way Acquisition, Letting and Bidding Services and Construction Inspection.

(4) RIGHT-OF-WAY USE: The County and City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the County and City as necessary for construction and maintenance of said public improvement.

(5) CLOSE AND VACATE: The County and City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. The construction by the Commission includes removing the aging railroad structure at Route 350 and Route V

(Noland Road). The Commission will construct a replacement railroad structure. This will mean a closure of the trail services currently located on the existing structure. The proposed structure will be constructed through the winter months to minimize impacts to the trail use during prime usage time.

(6) UTILITY RELOCATION:

(A) The Commission and City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The City shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no county-owned utility facilities will require relocation or adjustment in connection with this improvement.

(D) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his/her authorized representative. The City shall take whatever actions are necessary to assure compliance with this Subsection.

(7) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the County/City on the improvement without approval of the Commission.

(8) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans

approved by the FHWA (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(9) MAINTENANCE: Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. The City will maintain all portions of the improvements within City owned right-of-way. The County will maintain the newly constructed railroad bridge structure and the associated trail. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city/county-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(10) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City Road system and County trail described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement.

(11) POLICE POWERS: It is the intent of the parties to this Agreement that the County/City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the County/City will enact, keep in force, and enforce only such regulations relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(12) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(13) INSURANCE:

(A) The City is required or will require any contractor procured by the

City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees and the County/City, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the County and Commission.

(15) COMMISSION REPRESENTATIVE: The Commission's Assistant District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(16) COUNTY REPRESENTATIVE: The County's Senior Planner and Program Manager is designated as the County's representative for the purpose of administering the provisions of this Agreement. The County's representative may designate by written notice other persons having the authority to act on behalf of the County in furtherance of the performance of this Agreement.

(17) CITY REPRESENTATIVE: The City's Public Works Director is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(18) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery

by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the County:
Richard Allen, PLA, CPRP
Senior Planner and Program Manager
Jackson County Parks + Rec
23807 Woods Chapel Road
Blue Springs, MO 64015
Telephone No: (816) 503-4849

- (B) To the City:
Michael J. Shaw
Public Works Director
414 E. 12th Street
Kansas City, MO 64106
Telephone No: (816) 513-9947

- (C) To the Commission:
Jeff Hardy, P.E.
Assistant District Engineer, Kansas City District
Missouri Department of Transportation
600 NE Colbern Rd
Lee's Summit, Missouri 64086
Telephone No.: (816) 622-6500

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(19) ASSIGNMENT: The County/City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(20) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(21) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County/City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(22) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission, County and the City.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(24) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County on 2025-10-17 | 2:35 PM CDT (Date).

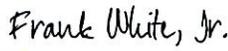
Executed by the City on 2025-11-11 | 8:35 AM CST (Date).

Executed by the Commission on 2025-11-13 | 9:33 AM CST (Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

JACKSON COUNTY

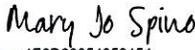
By  DocuSigned by: F0043CE0C28A400

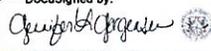
By  Signed by: 7C87BB7DF15D447

Title Assistant Chief Engineer

Title County Executive

ATTEST:

By  Signed by: 4E6D60054953454

 DocuSigned by: 7e678C0E9DF0C4DE
Secretary to the Commission

Title Clerk of the County Legislature

APPROVED AS TO FORM:

By  Signed by: EAE06C66AE34EB

 DocuSigned by: 8183FA5D71B4415
Commission Counsel

Title County Counselor

Ordinance Number 6004 **6010**



KANSAS CITY

By  DocuSigned by: 864B3E177B2C4BB

Title Director