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**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~~.

FILED Completed - APR 25 2022 1 MARY JO SPINO COUNTY CLERK	FILED MAR 15 2022 MARY JO SPINO COUNTY CLERK
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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:

DocuSigned by:



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Brian Platt
City Manager
Date:

APPROVED AS TO FORM:

DocuSigned by:




D4Z18F93F7514DB...

Assistant City Attorney

JACKSON COUNTY, MO


By:



Date:

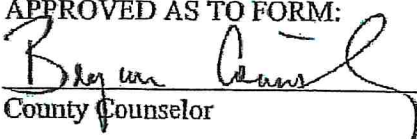
3/18/2022

ATTEST:



Clerk of the Legislature

APPROVED AS TO FORM:



County Counselor

CLAY COUNTY, MO

By:



Date:

4/13/2022

ATTEST:

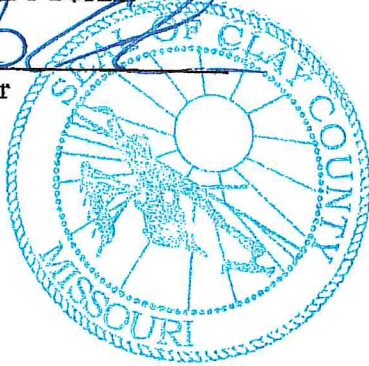


Clerk of the Legislature
Commission

APPROVED AS TO FORM:



County Counselor



0.5603

AGREEMENT BETWEEN
OFFICE OF ADMINISTRATION
AND COUNTY OF CLAY
AND COUNTY OF JACKSON
FISCAL YEAR 2022

This Agreement ("Agreement") is entered into by and between the State of Missouri, Office of Administration ("OA") and the County of Clay, Missouri, and the County of Jackson, Missouri. (The counties are jointly referred to herein as "Recipients" or individually as "Recipient". OA and the Recipients are jointly referred to herein as "Parties" or individually as "Party".)

WHEREAS, the Missouri General Assembly appropriated funds to the Office of Administration in House Bill 19, Section 19.355 (Fiscal Year 2022) ("Legislation") from the Budget Stabilization Fund (Fund Number 0522) in the amount of \$300,000.00 for a feasibility study of conversion of the current Buck O'Neil vehicle bridge to a pedestrian bridge, to be conducted jointly by two counties meeting certain criteria ("Appropriation"); and

WHEREAS, OA intends to authorize payment to Recipients pursuant to the Appropriation;

NOW WHEREFORE, OA and Recipients agree to the following terms and conditions:

1. This Agreement shall be effective as of the date of the signature last set forth below, and shall continue until June 30, 2022, or until any feasibility study ("Study") funded in whole or in part by the Appropriation is complete, whichever is later, unless terminated as set forth below.
2. Prior to distribution of the Appropriation funds, either Party may terminate this Agreement at any time by giving written notice to the other Party at the address designated below. After distribution of the Appropriation funds, this Agreement may not be terminated except in the event of material breach.
3. Recipient understands and agrees that the Appropriation amount may be reduced unilaterally by OA/the State of Missouri due to the unavailability of funds or reduced appropriation authority, including, but not limited to, withholdings made pursuant to Mo. Const. Art. IV, § 27. Recipient further understands and agrees that neither OA nor the State of Missouri shall be liable for any costs or injuries caused by or related to a lack of funds, insufficient appropriations, or withholdings.
4. Recipient understands and agrees that the Appropriation funds shall be used solely for the public purpose(s) set forth in the Legislation and approved by OA. Use of the Appropriation funds for any other purpose by Recipient will constitute a material breach of this Agreement, and shall require Recipient to repay that portion of the Appropriation funds used improperly.
5. OA will make payment to Recipient(s) upon receipt from Recipient(s) of an invoice and documentation showing to OA's satisfaction an appropriate intended use of the Appropriation funds and compliance with this Agreement. Such documentation shall include, but is not limited to, any contract(s) for the Study entered into by Recipients jointly. Each Recipient may invoice OA for \$150,000.00 on or after the effective date of this Agreement. Alternatively, payment of \$300,000.00 may be made to one Recipient, with written agreement by the other Recipient and documentation showing that the study is being conducted jointly. The invoice(s) shall contain a reference to the Legislation by title and applicable section.
6. Recipient agrees that it will maintain records related to the Appropriation and Study for a period of no less than five (5) years after this Agreement expires. Recipient agrees that OA and any governmental representatives shall have access to any and all receipts, contracts, books, documents, papers, memoranda, and other records of Recipient for the purpose of auditing or examining Recipient's use or granting of the Appropriation funds and compliance with this Agreement and applicable law. Recipient further agrees that

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MAR 1 5 2022

MARY JO SPINO
COUNTY CLERK

costs to resolve or ameliorate any non-compliance noted by governmental representatives shall not be reimbursed by OA/the State of Missouri and shall be the sole responsibility of Recipient.

7. Recipient agrees that it will comply with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, the following:
8. Recipient shall comply with all civil rights and anti-discrimination laws, and further agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status.
9. The Study shall take into consideration and ensure that future use of the Buck O'Neil Bridge complies with the Americans with Disabilities Act and its implementing regulations and standards, to the extent applicable, and with all applicable building codes and standards of the authority having jurisdiction.
10. Because the Improvement involves the use of public funds, Subrecipient shall require its contractors and subcontractors to comply with Missouri's Prevailing Wage Law, §§ 290.210 to 290.340, RSMo, if the Improvement constitutes a "public work" under § 290.210(9), RSMo and 8 CSR 30-3.020 and any workers on the project are employed by or on behalf of any public body as defined in § 290.210(8), RSMo.
11. Neither OA nor the State of Missouri is or shall be a party to any contract entered into by Recipient using Appropriation funds, and neither OA nor the State of Missouri shall be subject to any obligations or liabilities to the contractor or any other party as a result of such contract or this Agreement.
12. To the extent permitted by Missouri law, Recipient agrees to waive, release, indemnify and hold harmless the Office of Administration and the State of Missouri from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses resulting from or related to the Appropriation and any Improvement funded in whole or in part from the Appropriation.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written below.


Office of Administration

By: _____
Ken Zellers, Acting Commissioner of Administration

Date: _____

OA Address:
Office of Administration
State Capitol Building, Room 125
PO Box 809
Jefferson City, MO 65101-0809

County of Clay

By: _____


Date: 4/13/2022

Recipient Address:

County of Jackson

By: _____


Date: 3/18/2022

Recipient Address:

Jackson County Court house
415 E. 12th Street, Suite 200
Kansas City, Mo 64106

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation hereby authorized.

4-15-2022
Date


Director of Finance and Purchasing
Account No. 010-1579-56070
\$300,000.00

CT 157922001 MR

RESOLUTION
OF THE CLAY COUNTY COMMISSION
CLAY COUNTY, MISSOURI

ATTEST A TRUE COPY
SANDY BALDWIN, CLERK
CLAY COUNTY COMMISSION
BY: Ari Fawcett
DEPUTY CLERK

2022-112

**APPROVE INTERLOCAL AGREEMENT FOR THE BUCK O' NEIL BRIDGE
FEASIBILITY STUDY WITH JACKSON COUNTY, MO & CLAY COUNTY, MO
AND ASSIGN KIPP JONES, PLANNING & ZONING MANAGER, TO SERVE ON
THE DESIGN PROFESSIONAL SELECTION COMMITTEE
ADMINISTRATION**

BE IT HEREBY RESOLVED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI THAT, the Commission hereby approves the attached Interlocal Agreement for the Buck O' Neil Bridge feasibility study with Jackson County, MO & Clay County, MO and assign Kipp Jones, Planning & Zoning Manager, to serve on the Design Professional Selection Committee. Any Commissioner is authorized to sign any documents to facilitate this order.

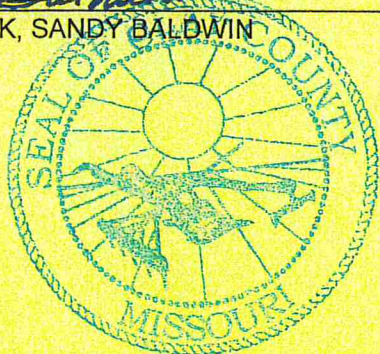
ADOPTED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI, THIS 13th DAY OF April, 2022.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
COUNTY COUNSELOR, KEVIN GRAHAM

ATTEST:

[Signature]
COUNTY CLERK, SANDY BALDWIN



[Signature]
PRESIDING COMMISSIONER, JERRY NOLTE

[Signature]
WESTERN COMMISSIONER, JON CARPENTER

[Signature]
EASTERN COMMISSIONER, MEGAN THOMPSON

FILED
APR 23 2022
MARY JO SPINO
COUNTY CLERK



REQUEST FOR COMMISSION ACTION

RES ORD # 2022-112 CONSENT REGULAR

Date: 3/28/2022

Department/Office: County Administrator

Immediate Action Required: No Yes If Yes, reason?

Work Session Date Requested: 4/06/2022 Business Session Date Requested: 4/13/2022

Past Commission Action: Resolution/Ordinance #: Date:

Budgeted/Funds available in:

Fund Name	#	Dept Name	#	Acct Name	#	\$
Budgeted Amount		Contract Amount				

Capital Projects Encumbrance Request Form Yes No \$ _____ (attach)

Budget Transfer Needed: \$ _____ (attach)

Within a fund: (blue) Yes No

Between funds: (pink) Yes No

Reappropriation: (gold) Yes No

RFP Yes # _____

BID Yes # _____

Prevailing Wage: Yes No

Term & Supply: Yes No

Contract needed: Yes No Legal Review: Yes No

Contract Attached: Yes No Grant Review: Yes No

Public Hearing: Yes No Date: Risk Mgmt Review: Yes No

Issue: 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. The parties 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. The State has allocated \$300,000 in House Bill 19 for a feasibility study to preserve the existing bridge, conducted jointly by Jackson County and Clay County. Kansas City also desires to explore options to retain and repurpose the existing bridge. 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. Participating in the first phase of the study does not commit the County, or any other stakeholder, to participate in any future study phase or the actual implementation of any project and is no cost to Clay County.

Background:

Action needed: Approve Interlocal Agreement for the Buck O' Neil Feasibility Study with Jackson County and Clay County and assign Kipp Jones, Planning & Zoning Manager, to serve on the design professional selection committee.

Public/Board/Staff Concerns:

Recommendation: Approval of the Interlocal Agreement for the Buck O'Neil Feasibility Study with Jackson County and Clay County.

Follow up:

Last Year's Cost:

Distribute Attested Copies of Resolution/Original Contracts to: b.little@claycountymo.gov , dwright@claycountymo.gov

County Administrator
Requestor

Dianna Wright
County Administrator

