

AGREEMENT BETWEEN
OFFICE OF ADMINISTRATION
AND COUNTY OF CLAY
AND COUNTY OF JACKSON
FISCAL YEAR 2023

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) and reappropriated such funds in House Bill 3017, Section 17.190 ("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, 2023, 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) or agreement 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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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
Ken Zellers, Commissioner of Administration

Date: 3/4/23

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

County of Clay

By: [Signature]

Date: March 1, 2023

Recipient Address: 1 Courthouse Square, Liberty, MO 64068

County of Jackson

By: [Signature]

Date: August 4, 2022

Recipient Address: 415 E. 12th Street, Second Floor, Kansas City, MO 64106

APPROVED AS TO FORM
[Signature]
County Counselor

ATTEST:
[Signature]
Clerk of the County Legislature