

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a First Amendment to the Cooperative Agreement with the City of Lee's Summit, MO, for improvements to Chipman Road and the associated Rock Island Trail pedestrian bridge, at an actual cost to the County in the amount of \$15,000.00.

RESOLUTION NO. 20404, April 20, 2020

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Resolution 19801, dated March 26, 2018, the County and the City of Lee's Summit, MO, did enter into a Cooperative Agreement to remove the Rock Island Trail Arch Tunnel over Chipman Road and to provide for funds to be paid by the County to the City to replace that structure with a pedestrian bridge as well as a future freight or transit bridge; and,

WHEREAS, the City is now widening Chipman Road along the Rock Island Rail Corridor right of way, which necessitates the removal of the single-lane arch railroad bridge over Chipman Road; and,

WHEREAS, through this First Amendment, the County will agree to reimburse the City for the design and engineering of the new pedestrian bridge, to be performed by Wilson and Company in conjunction with the design and engineering for the road widening project, at an actual cost to the County in the amount of \$15,000.00; and,

WHEREAS, Wilson and Company was selected by the City for this project through a competitive selection process; and,

WHEREAS, once designed, the pedestrian bridge will be bid as an alternate to the City's project and, if the alternate bid is acceptable to the County, the County will be responsible for paying for the construction of the pedestrian bridge through a Second Amendment to the Cooperative Agreement, to be approved by the Legislature; and,

WHEREAS, the Director of Parks + Rec recommends the approval of the attached First Amendment to the Cooperative Agreement with the City of Lee's Summit, to include the design of the Rock Island Trail pedestrian bridge concurrently with the City's roadwork; and,

WHEREAS, the execution of this First Amendment to the Cooperative Agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and is hereby authorized to execute the attached First Amendment to the Cooperative Agreement with the City of Lee's Summit, MO; and,

BE IT FURTHER RESOLVED THAT THE Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment, under the Amendment.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20404 of April 20, 2020, was duly passed on April 20, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

4.20.2020
Date


Mary Jo Spino, Clerk of Legislature

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 herein authorized.

ACCOUNT NUMBER: 003 3601 58060
ACCOUNT TITLE: Park Fund
Rock Island Rail Corridor Authority
Other Improvements
NOT TO EXCEED: \$15,000.00

4-16-2020
Date


Chief Administrative Officer

**FIRST AMENDMENT TO
COOPERATIVE AGREEMENT FOR SHARED USE PATHWAY AND OTHER
TRANSPORTATION IMPROVEMENTS IN THE VICINITY OF THE ROCK
ISLAND CORRIDOR**

This First Amendment to the Cooperative Agreement is made as of _____, 2020, between Jackson County, Missouri (the “County”) and the City of Lee’s Summit, Missouri (the “City”).

Recitals

A. County and City entered into a Cooperative Agreement dated April 18, 2018 to cover the County’s installation of a shared use pathway along the Rock Island Corridor (“Corridor”) within the City of Lee’s Summit and the City’s improvements to Chipman Road (“Project”) which includes removal of the Chipman Road railroad bridge and payment by the City to County of the sum of \$2 Million Dollars in complete satisfaction of the City’s obligation with respect to the Chipman Road Project, and the County agreeing among other items of performance, to build an accessory bridge for which payment has been made.

B. City is funding the removal of the existing Chipman Road railroad bridge as part of the Project and County is funding the design and construction of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.

C. In order to eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing at Chipman Road during the removal of the existing railroad bridge and installation of the new pedestrian bridge, City and County have agreed to include the construction of the new bridge as an alternate bid in the City’s Project.

D. County agrees to select Wilson & Company, the design firm for the City’s Project, as the design firm for the new pedestrian bridge.

E. County agrees to make payment to City in advance for overseeing design work for the new pedestrian bridge.

F. This First Amendment to the Cooperative Agreement covers the design work of the new pedestrian bridge. A separate amendment will be negotiated in the future if County accepts the alternate bid for construction of the bridge. The separate amendment is necessary to cover the cost of construction and inspections of the bridge, which will be paid by the County to the City before construction begins.

G. Wilson & Company was selected by the City as the most qualified firm for the Project through a qualification based selection process.

Therefore, the parties agree as follows:

A. The following sections are hereby amended as indicated:

Sec. 4. Chipman Road Bridge. Subsection d is amended as follows:

d. Design and construction of new pedestrian bridge over Chipman Road.

The design and construction of the new pedestrian bridge over Chipman Road will be included in the City's Project as an alternate bid. The County will be responsible for the cost of the design and construction (if alternate bid is acceptable) of the new pedestrian bridge.

i. Obligations of County. County agrees to:

Expend only local dollars in this project including the funds to be remitted to the City or used to pay the contractor. In no event shall federal funds received by the County be used for this project.

Remit to City, upon approval of this agreement by County Executive, the sum of \$15,000.00 (fifteen thousand dollars) for the design of a new pedestrian bridge over Chipman Road, provided however that if City fails to fulfill its obligations as set forth in this Cooperative Agreement, County shall be entitled to withhold in full, or recover in full if already remitted to City, County's contribution.

Remit to City, the approved alignment and design criteria for the new pedestrian bridge in a timely manner and in general accordance with the adopted Project design schedule.

Review and approve plans and specifications submitted by City in a timely manner and in general accordance with the adopted Project design schedule.

Negotiate separate amendment with City, upon acceptance of alternate bid for new pedestrian bridge, for the sum necessary to cover the cost of construction and inspections of the new bridge.

If the alternate bid is unacceptable, the County would have the right to re-bid the bridge construction as a separate project utilizing the design produced by Wilson & Company.

Comply with all other requirements applicable to County as set forth in this Cooperative Agreement.

ii. Obligations of City. City agrees to:

Accept the sum of \$15,000.00 (fifteen thousand dollars) from County and maintain the same intact to be spent exclusively on the design of the new

pedestrian bridge set forth in this Cooperative Agreement and none others.

Exercise general supervision over the design of the new pedestrian bridge. The design year shall be 2020.

Ensure that all plans, drawings, and specifications for the pedestrian bridge conform to County's standards for structures, subject to County's right to issue variances to these standards as it deems necessary.

Provide to County the new pedestrian bridge plans and specifications at key milestones for County's review, comments and final approval. Ensure final approval is received from County prior to project advertisement. Deliverable plans and specifications will include Preliminary plans, Final Plans and Project Manual (technical specifications) for the Project.

Bid the City's Project through the City's standard bidding procedures, anticipated for 2021, with the costs for the construction of the pedestrian bridge as an alternate bid on the City's bid form, which will ensure costs to construct bridge are evident.

Negotiate separate amendment with County, upon acceptance of alternate bid for new pedestrian bridge, for the sum necessary to cover the cost of construction and inspections of the new pedestrian bridge.

Provide to County an accounting sufficient to satisfy County that the funds contributed by County herein were spent in accordance with the terms of this Cooperative Agreement, and provide such additional supporting documentation as may be required by County to establish City's compliance with all other terms and conditions of this Cooperative Agreement.

Comply with all other requirements applicable to City as set forth in this Cooperative Agreement.

B. Sections not Amended. All other sections of the Cooperative Agreement, unmodified by the terms and provisions of this First Amendment shall remain in full force and effect.

C. Execution Documents. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

JACKSON COUNTY, MISSOURI

LEE'S SUMIT, MISSOURI

By: _____
Frank White Jr.
Title: Jackson County Executive

By: _____
William A. Baird
Title: Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Mary Jo Spino
Title: Clerk of the Legislature

By: _____
Title: City Clerk Trisha Fowler Arcuri
Ord No. _____

Approved As to Form:

Approved As to Form:

County Counselor

Nancy K. Yendes, Chief Counsel of
Infrastructure and Planning
Office of City Attorney

EXHIBIT A
Rock Island Pedestrian Bridge over Chipman Road
Scope of Services

May 30, 2019

General Scope of Services

The purpose of this agreement is to provide professional design services to develop Final Construction Plans, Specifications, and Estimates for the Rock Island Trail Pedestrian Bridge over Chipman Road. The proposed bridge will be included with the Chipman Road plans.

Detailed Scope of Services

Task 1 – Preliminary Plans (approximately 60% Complete)

The Consultant will prepare Preliminary Plans for the Rock Island Trail Pedestrian Bridge using the same plan format as the Chipman Road Improvements. The bridge will be a prefabricated model similar to other pedestrian bridges installed by the County along the trail. Abutments will be designed based on previously obtained geotechnical information and bridge manufacturer recommendations. Plan sheets will use the topographic survey collected for the Chipman Road design. A field review will be held with the City of Lee's Summit and Jackson County to determine the preferred alignment. The alignment will be selected to accommodate future planned improvements along the Rock Island corridor.

List of Sheets – The list of sheets to be included will be as follows:

- General Notes
- Plan Sheets
- Bridge Layout
- Abutment Retaining Wall Plan and Profile Sheets
- Summary of Quantities
- Construction Phasing Sheet
- Pedestrian Detour Plan Sheet
- Miscellaneous Details

- 1.1 Design – The Consultant will prepare the preliminary plans based on the notes, measurements, and recommendations noted in the Field Review.
- 1.2 Cost Estimate – The Consultant shall prepare a Cost Estimate using bid items and recent bid tabs provided by the City.
- 1.3 Plan Submittal – Preliminary Plans will be submitted to the City and the County for review and comments.
- 1.4 Preliminary Plan Meeting – The Consultant shall meet with the City and County staff to review the plans and discuss any comments.

Task 2 – Final Plan Development

The Consultant will prepare Final Plans for the purpose of bidding for construction. The list of sheets to be included will be as follows:

- General Notes
- Plan Sheets
- Bridge Layout
- Abutment Retaining Wall Plan and Profile Sheets
- Manhole Adjustment Details
- Summary of Quantities
- Construction Phasing Sheet
- Pedestrian Detour Plan Sheet
- Miscellaneous Details

Also, finalize any proposed project specifications.

- 2.1 Plan Revisions – The Consultant will revise the plans and specifications according to any comments received.
- 2.2 Cost Estimate – The Consultant shall revise the Cost Estimate using the recent bid tabs provided by the City.
- 2.3 Plan Submittal – Submit Final Plans and specifications to the City and County for review and comment.
- 2.4 Plan Revisions – The Consultant will prepare Final Plans, Specifications, and Estimate based on comments received in the final plan review.
- 2.5 Plan Submittal to City for Bids – The Consultant will incorporate the plans into the Chipman Road Improvements plans for bidding.

Task 3 – Project Management and Quality Control

- 3.1 This task will include coordination of the Consultant's Project Team, progress reporting to the City/County, and providing timely response to the City from the Project Manager. The Consultant shall provide a quality assurance/ quality control (QA/QC) check for each of the plan and quantity submittals (Preliminary and Final).



Proj.: Chipman Road
 By: JCKlaudt
 Date: **May 31, 2019**
 Client: Lee's Summit, MO
 Notes: Ashurst Extension

**EXHIBIT A
 FEE ESTIMATE WORKSHEET**

Fee Revit
 CDP
 Date: **05/31/19**

TASK	WORK TASK DESCRIPTION	WCI CLASS TITLE	ESTIMATED MANHOURS				TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
			P6 Project Manager \$190.00	P5 Structural Engineer \$170.00	P2 Design Engineer \$96.00	PD2 CADD Designer \$81.00				
Task 1	Rock Island Pedestrian Bridge Preliminary Plans		2	20	40	20	\$ 9,240.00	\$ 70.00	\$ 9,310.00	
Task 2	Final Plans		2	8	20	20	\$ 4,900.00	\$ 70.00	\$ 4,970.00	
Task 3	Project Management and Quality Control		4	2	60	40	\$ 720.00	\$ -	\$ 720.00	
	Subtotal			30	60	40	\$ 14,860.00	\$ 140.00	\$ 15,000.00	
TOTALS			4	30	60	40	\$ 14,860.00	\$ 140.00	\$ 15,000.00	

**COOPERATIVE AGREEMENT FOR SHARED USE PATHWAY AND OTHER TRANSPORTATION
IMPROVEMENTS IN THE VICINITY OF THE ROCK ISLAND CORRIDOR**

This Cooperative Agreement for shared use pathway and other transportation improvements is made by and between the City of Lee's Summit (the "CITY") and Jackson County, Missouri (the "COUNTY")

RECITALS

WHEREAS, the COUNTY did acquire the Rock Island Railroad Corridor, a 17.7-mile railroad corridor within the city limits of Lee's Summit, Raytown, and Kansas City located between Mileposts 270.6 and 288.3 along the former Chicago, Rock Island and Pacific Railway Co. line (the "CORRIDOR") from the Union Pacific Railroad (Exhibit A); and

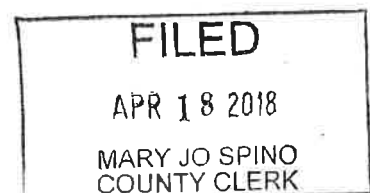
WHEREAS, the Surface Transportation Board in 1998 determined that the CORRIDOR had not been abandoned; and

WHEREAS, the COUNTY is the owner of the Railroad Corridor and a "common carrier" under 49 U.S.C. 11101 subject to the jurisdiction of the Surface Transportation Board; and

WHEREAS, the COUNTY and the Kansas City Area Transportation Authority (the "KCATA") have formed a regional partnership to enhance the condition, viability, and use of the CORRIDOR; and

WHEREAS, the CITY has committed to the development of useful transportation corridors including bicycle and accessory paths; and

WHEREAS, the COUNTY plans to construct a shared use pathway for the transportation, recreation, health, and economic betterment of the residents of Lee's Summit; and



WHEREAS, the COUNTY and the KCATA did agree that the uses of the corridor be prioritized, in descending order, as follows: common carrier, multi-modal transit, and shared use pathway (Exhibit B); and

WHEREAS, the KCATA is a partner with the COUNTY on various CORRIDOR activities; and

WHEREAS, the design and construction of the shared use pathway will be consistent with the COUNTY'S common carrier status and the eventual implementation of multi-modal transit; and

WHEREAS, the CITY has planned a project called the Chipman Road Project which is in the immediate vicinity and adjacent to the CORRIDOR; and

WHEREAS, both the CITY and the COUNTY desire to provide safe bicycle and accessory crossings where the CORRIDOR crosses CITY streets at grade; and

WHEREAS, the CITY is desirous of having the opportunity to use some of its tax revenue to develop trailheads on or adjacent to the CORRIDOR at mutually agreeable locations and subject to the City Council's appropriation power; and

WHEREAS, both the CITY and the COUNTY wish to connect their system of trails and other bicycle and accessory infrastructure to the Rock Island Spur of the Katy Trail in Pleasant Hill, Missouri; and

WHEREAS, the COUNTY requires access and use of CITY rights-of-way to construct a shared use path within the CORRIDOR in accordance with its approved plans; and

WHEREAS, the CITY desires permission to remove a certain bridge and perform work within the CORRIDOR as a part of its Chipman Road Project; and

WHEREAS, both the **CITY** and **COUNTY** wish to cooperate to deliver their respective transportation improvements and promote economic development within the **CORRIDOR** to improve the quality of life of area residents;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein expressed, the parties agree as follows:

AGREEMENT PART 1: SPECIFIC TERMS AND CONDITIONS

1. **Scope of Agreement.** The purpose of this Agreement is to provide for a cooperative effort between Lee's Summit and Jackson County for the implementation of Jackson County's shared use pathway project in accordance with the terms and conditions set forth herein. The scope, purpose, and intent of this agreement is to provide for a shared use pathway for bicycle and accessory use to be built on the **CORRIDOR** within the City of Lee's Summit, as well as the construction of other transportation improvements in and around the vicinity of the **CORRIDOR**. It is the intent of the parties that this Agreement is framed pursuant to Section 70.210, through 70.325, RSMo, relating to cooperative agreements between intergovernmental units or agencies to provide a common service to the public, in this instance, active transportation facilities.

2. **At-grade shared use path crossing improvements**

a. **License to use City right-of-way.** The **CITY** hereby grants to the **COUNTY**, its representatives, employees, engineers, consultants, and contractors a license to use a portion of public right-of-way for pavement, pavement markings, and signs within **CITY** right-of-way, for the modification of traffic signals, and for the installation of ADA Curb Ramps in the premises of the following **CITY** streets at the intersection of the **CORRIDOR**:

- i. Old Pryor Road
- ii. Longview Road

- iii. Ward Road
- iv. Persels Road
- v. Scherer Road
- vi. Jefferson Street
- vii. Other unanticipated grade crossings (to be reviewed at a later date)

The plans for the proposed at-grade crossing improvements are further described and delineated in Exhibit C.

- b. **Design review and inspection.** The CITY Engineer shall have the right to review the final design of all improvements in the CITY right-of-way prior to construction and shall have the right to inspect final improvements once constructed. All improvements shall be designed and constructed to Manual on Uniform Traffic Control Devices, American Public Works Association – Kansas City Metro Specifications, and Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way by the United States Access Board, or CITY standards, whichever are more recent or appropriate to the existing context.
 - c. **Fees.** The County or its Contractor shall pay all fees for permitting, review, inspection, and licensing fees for all at-grade shared use path crossing improvements when appropriate.
 - d. **Maintenance and ownership of improvements.** The CITY shall be responsible for all maintenance of any improvements, signs or markings within the CITY'S right-of-way where it intersects the CORRIDOR that have been accepted in writing by the City Engineer and Director of Public Works .
3. **Temporary Traffic Control Permits.** The CITY shall have the right to review any plans and other supporting materials deemed necessary to grant temporary traffic control permits.

4. Chipman Road Bridge

- a. Right-of-way granted to CITY.** The COUNTY agrees to grant and convey to the CITY approximately 0.85± acres of temporary construction easement and approximately 0.47± acres of roadway easement for the purpose of public safety and roadway capacity expansion along Chipman Road at the CORRIDOR. These rights are further described in an Easement in Exhibit D, which shall be executed upon receipt by the COUNTY of certain considerations herein described. Said Easement shall not be exclusive to the CITY, and the COUNTY or the KCATA may use the Easement area for future improvements, maintenance activities, and other purposes.
- b. Notice.** The CITY shall provide a minimum of one year notice to the COUNTY prior to alteration to the Chipman Road Bridge and embankment within its Easement area.
- c. COUNTY responsibility for Railroad Bridge.** The COUNTY, as owner of the Railroad Corridor and a “common carrier” under 49 U.S.C. 11101 subject to the jurisdiction of the Surface Transportation Board, shall be responsible for the construction of a railroad bridge if rail service is restored. The KCATA may also construct a transit bridge, whether rail or some other mode.
- d. COUNTY to construct accessory bridge.** The COUNTY will design and construct a new accessory bridge spanning the expanded width of Chipman Road, which shall not preclude future rail or transit use.
- e. Payment.** In consideration of the easements granted to the CITY for additional property required for the roadway project, the existing value of the Chipman Road Bridge, permission to remove the Chipman Road Bridge as a part of CITY’S road project, and future plans of the COUNTY and KCATA to accept full responsibility if any to construct an accessory and transit and/or railroad bridges including any replacement of the Chipman

Road Bridge, the **CITY** shall pay to the **COUNTY** the sum of Two Million Dollars (\$2,000,000) on or before March 31, 2018. Upon such payment, the parties hereto agree that **CITY** has completely fulfilled any and all responsibility, obligation or duty it may have or had to replace the Chipman Road Bridge.

f. **Utility relocation.** The **CITY** shall have access to the **CORRIDOR** for the purpose of the relocation of existing utilities within the area of the **CITY'S** Chipman Road Project. The **COUNTY** and the **KCATA** shall have design review of all utility relocations of which **CITY** is aware and shall have approval authority in order to prevent utility conflicts with future improvements. The **COUNTY** shall not be responsible for any utility relocation related to the Chipman Road Project. However, the **COUNTY** may offer the use of its future rail, transit, or accessory bridge structures to assist in utility relocation efforts.

5. **Trailheads.** The **CITY** and the **COUNTY** shall work towards identifying mutually acceptable locations for Trailheads that the **CITY** wishes to construct so that they may be connected to the **CORRIDOR** shared use path. Such Trailheads will be constructed as the **CITY's** sales tax revenue becomes available and the City Council approves appropriations such revenue to a Trailhead project. Exhibit E contains conceptual plans and cost estimates for a trailhead.

6. **Trail connections and wayfinding.** Both parties agree to permit signs and wayfinding to other bicycle and accessory infrastructure and local points of interest. The design and location of these signs and wayfinding materials shall be subject to the review of either party.

PART 2: GENERAL TERMS AND CONDITIONS

1. **Entire Agreement.** This writing and any and all exhibits with dates certain on them as to the date of preparation and accepted by the governing body or the CITY or COUNTY or authorized representative of COUNTY are the complete agreement.
2. **Indemnification by Contractors.** Each party's contracts with its Contractors in connection with the construction of an accessory or shared use path in the CORRIDOR (Project) shall require such Contractors to defend, indemnify, and hold harmless the other party under the terms of this section. The obligations of each party and its Contractors under this section with respect to indemnification of the other party, its agencies, officials, officers, or employees shall be limited to the coverage and limits of insurance that the indemnifying party and its Contractor are required to procure and maintain under this Agreement. In no event shall any requirement for indemnification or insurance in this Agreement, whether set out in this paragraph or another, serve as a waiver of sovereign or any other immunity or defense available to any party, its Officers, Employees and Agents.
3. **Indemnification for Professional Negligence.** If either party hires any Design Professional in connection with the Project, then that party's contracts with its Contractors shall cause such Contractors to indemnify and hold harmless the other party and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, efforts, or omissions of such Contractors, its employees, agents or others for whom such Contractors are legally liable, in the performance of professional services for the construction of the Project under this Agreement. The indemnifying party and its Contractors are not obligated under this section to indemnify the other party for the negligent acts of the other party's agencies, officials, officers, or employees.

4. Insurance.

- a. Each party's Contractors shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below.

An Owner's Controlled Insurance Program shall be acceptable to each party.

- i. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

1. Severability of Interests Coverage applying to additional Insureds
2. Contractual Liability
3. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
4. No Contractual Liability Limitation Endorsement
5. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

- ii. Workers' Compensation Insurance: as required by statute, including Employers

Liability with limits of:

Worker's Compensation

Statutory

Employers' Liability with limits of: \$100,000 each accident
\$500,000 disease – policy limit
\$100,000 disease – each employee

- iii. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per

occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by the contracting party's Contractors.

- iv. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
 - b. The policies listed above shall provide that they may not be canceled until after thirty (30) days written notice of cancellation to the insured party, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that the insured party and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured's for the services performed under this Agreement. The contracting party's Contractor shall provide to the insured party prior to the performance of the Project a certificate of insurance showing all required endorsements and additional insured's. The certificate shall be in the insured party's furnished form or its equivalent.
 - c. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+ V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
 - d. Regardless of any approval by the insured party, it is the responsibility of the contracting party to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of the contracting party's failure or the failure of its Contractors to maintain the required insurance in effect, the insured party may order the contracting party and its Contractors to immediately stop work and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.
5. **Governing law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and

venue shall be proper only in Jackson County. The corridor remains under the jurisdiction of the Surface Transportation Board.

6. **Compliance with Laws.** COUNTY and all its contractors shall comply with all federal, state and local laws, ordinances and regulations applicable to the project whether a public or private one.

COUNTY, 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. All references to "Code" shall mean CITY's Code of Ordinances, including any amendments thereto or recodification thereof.

7. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties 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. COUNTY and CITY reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing by the governing body 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 its rights and remedies under this Agreement irrespective of any waiver granted.

8. **Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement as required by law.

9. **Headings; Construction of Agreement.** 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.

10. **Severability of Provisions.** Except as specifically provided in this Agreement and any provision that provides consideration for the performance of any act, 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 intentions of the parties.

11. **Assignment.** Neither CITY nor COUNTY shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other party. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer, or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement, but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer, or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in the Agreement.

12. **Conflicts of Interest.** COUNTY and its Contractor shall certify that no officer or employee of CITY has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of CITY, or member of such officer's or employee's immediate family, either has

negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of COUNTY or its Contractor in this Agreement.

13. **No Partnership.** It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

14. **Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest, provided neither party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other party.

15. **Representations.** COUNTY and CITY certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

16. **Recording.** Upon the effective date of this Agreement, this Agreement shall be recorded by CITY in the Office of the Department of Records, Jackson County, Missouri and a copy hereof shall be sent to the Secretary of State of Missouri, in compliance with Section 70.300 R.S.Mo.

17. **Term.** This Cooperative Agreement shall become effective upon that date when both parties are by law bound thereby, and shall remain in full force and effect until terminated by either party or by mutual agreement in accordance with the provisions for termination hereafter.

18. **Termination.** This Cooperative Agreement may be terminated by either party upon giving not less than six months' notice to the other. If COUNTY elects to terminate this Agreement, COUNTY must remove its improvements from the CITY's rights-of-way within the time set out by the City Council or, at the City Council election, convey improvements to the CITY. Should City elect to terminate the

Agreement at any time, all improvements constructed by CITY within the CORRIDOR and not a part of any CITY roadway shall become COUNTY property with no cost to COUNTY.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

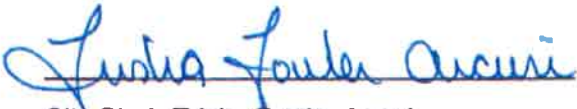
APPROVED by the Mayor of the City of Lee's Summit, Missouri

this 10th day of April, 2018.



Mayor Randall L. Rhoads

ATTEST:



City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:



Chief Counsel of Infrastructure and Planning

Nancy K. Yendes

Ordinance Number. 8334

City of Lee's Summit Missouri

220 SE Green Street

Lee's Summit, MO 64063

ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF JACKSON

On this 10th day of April, 2018, before me, A Notary Public in and for said County and State, personally appeared:

Randall L. Rhoads, Mayor

To me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY OF LEE'S SUMMIT, a Municipal Corporation that executed the foregoing instrument and that the seal affixed to the foregoing instrument is the Corporate Seal of said Municipal Corporation and that said instrument was signed, sealed and delivered in the name and on behalf of said municipal corporation by authority of its City Council acknowledges said agreement to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my seal at my office in Jackson County, Missouri, the day and year above written.



JULIE C. PRYOR
My Commission Expires
April 9, 2020
Jackson County
Commission #12517227

Julie C Pryor
Notary Public Signature

Julie C. Pryor
Printed or Typed Name

4/9/2020
My Commission Expires:

IN WITNESS WHEREOF, the parties have hereunto set their respective hands as of the day and year first above written.

JACKSON COUNTY, MISSOURI

Date 4/18/2018

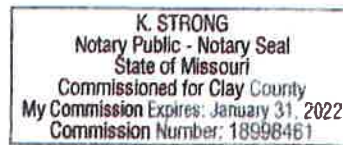
By: [Signature]
Frank White Jr.
Jackson County Executive

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 18 day of April in the year 2018, before me, K. Strong, a Notary Public in and for said state, personally appeared Frank White, Jr., the County Executive of Jackson County, Missouri, a political subdivision of the State of Missouri, known to me to be the person who executed the foregoing Agreement on behalf of the County and acknowledged to me that (a) he is the of Jackson County, Missouri, a political subdivision of the state of Missouri, (b) the foregoing Agreement was signed in behalf of said authority by him as its County Executive and (c) that the execution of the foregoing Agreement was the free act and deed of him as the Executive of Jackson County, Missouri and that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jackson County, Missouri, on the day and year last above written.

[Signature]
Notary Public



My Commission Expires:

January 31, 2022

Approved As To Form

[Signature]
County Counselor

Attest:

[Signature]
Mary Jo Spino, Clerk of the Legislature

Exhibit A – Corridor Overview Map

