

**FIRST AMENDMENT TO
COOPERATIVE AGREEMENT FOR DESIGN SERVICES TO RESTORE
JACKSON COUNTY LONGVIEW TRAIL IMPACTED BY REPLACEMENT OF
RAYTOWN ROAD DOUBLE-PIPE CULVERTS**

December 18

This First Amendment to the Cooperative Agreement is made as of November ____, 2023, between Jackson County, Missouri (the "County") and the City of Grandview, Missouri (the "City").

Recitals

- A. County and City entered into a Cooperative Agreement dated July 8, 2022 to cover the County's share of costs for the design and engineering of a bicycle and pedestrian bridge along the Longview Trail, and adjacent to Raytown Road, within the City of Grandview as a part of the City's planned improvements to Raytown Road ("Project") which includes removal of an existing double-pipe culvert underneath the road and trail and the construction of replacement infrastructure to rebuild the roadway and trail.
- B. The Cooperative Agreement called for an amendment as such time as the City has designed and bid the project, and if County approves of the City's bid and the City's contractor, and wishes to include the construction of the bicycle and pedestrian bridge in the Project, with the County's share of the costs of the bridge to be paid by County.
- C. City has publicly bid the project through City's standard procurement procedures and intends to award a contract for construction of the Project to the lowest and best bidder, in compliance with all requirements for cost-share funding through the Missouri Department of Transportation.
- D. The Project has been allocated \$1,700,000 in Federal Surface Transportation Block Grant (STBG) Funds.
- E. In order to eliminate construction delays, coordination conflicts, and a prolonged closure of the Longview Trail, City and County hereby agree to include the construction of the new bicycle and pedestrian bridge in the Project.
- F. This First Amendment to the Cooperative Agreement covers the construction and inspection work for the Project, including the construction and inspection of the new bicycle and pedestrian bridge. This separate Amendment is necessary to establish the responsibilities of the parties, including the cost of the County's share of construction and inspections of the bicycle and pedestrian bridge, which will be paid by the County to the City before construction begins.

First Amendment, Cooperative Agreement

Raytown Road Improvements

FILED

DEC 18 2023

MARY JO SPINO
COUNTY CLERK

Therefore, the parties agree as follows:

Section 1, Obligations of the County. The County agrees to:

Expend only local dollars on the 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 \$118,262.00 (One Hundred Eighteen Thousand Two Hundred Sixty-Two Dollars) for the County's share of construction cost-share match (\$89,982.00) and contingency and inspection (\$28,280.00) of the new bicycle and pedestrian bridge, provided however that if City fails to fulfill its obligations as set forth in this Cooperative Agreement Amendment, County shall be entitled to withhold in full, or recover in full if already remitted to City, County's contribution.

Monitor construction progress of the Project, participate in periodic Construction Progress Meetings hosted by City and City's contractor, and provide input as may be requested of the County to the best of the County's ability.

Acknowledge and accept that it is the owner of the pedestrian bridge and is responsible for the maintenance and upkeep of the bridge after construction of the bridge is complete.

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

Section 2, Obligations of the City. The City agrees to:

Accept the sum of \$118,262.00 from County and maintain the same intact to be spent exclusively, along with applicable STBG funds, on the construction and inspection of the new bicycle and pedestrian bridge set forth in this Cooperative Agreement Amendment, and no other purpose. Should any funds be remaining of this amount after completion of Project, City shall return such funds to County.

Execute contracts for construction and construction inspection of the project, and exercise general supervision over the construction of the Project and the City's contractors.

Ensure that all plans, drawings, and specifications for the bicycle and pedestrian bridge conform to plans, drawings, and specifications previously approved by the City and County and as such which were made a part of the City's public bid and award to City's contractors.

Administer the construction and inspection phases of the Project, act as fiscal agent for the Project, review all progress invoicing from City's contractors and pay all

invoicing for work due to City's contractors. Administer all requirements and perform all tasks required for reimbursement of STBG funds to City.

Keep the County informed of construction progress, unforeseen conditions (if any) in the execution of the Project, and notify the County of periodic Construction Progress Meetings with the City's contractors.

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 Amendment 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.

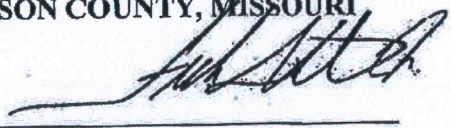
Comply with all other requirements applicable to City as set forth in this Cooperative Agreement.

Section 3. 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.

Section 4. 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.


Section 5. Authority. This Cooperative Agreement Amendment is entered into by the parties pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and RSMo 70.210 et. Seq.

JACKSON COUNTY, MISSOURI

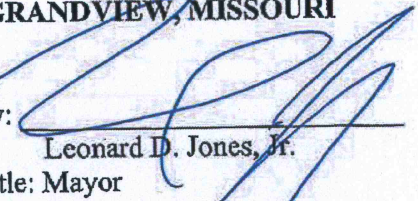
By: 
Frank White Jr.
Title: Jackson County Executive

Date: 12.7.2023

ATTEST:

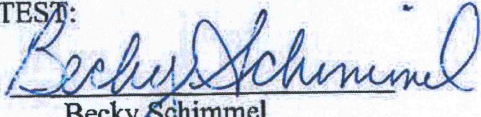
By: 
Mary Jo Spino
Title: Clerk of the Legislature

GRANDVIEW, MISSOURI

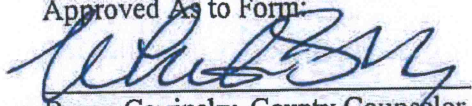
By: 
Leonard D. Jones, Jr.
Title: Mayor

Date: 12/12/23

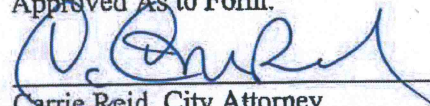
ATTEST:

By: 
Becky Schimmel
Title: City Clerk
Ord No. 7489

Approved As to Form:


Bryan Covinsky, County Counselor

Approved As to Form:


Carrie Reid, City Attorney

R. 21471

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 of 118,262.00 is herein authorized.

Date

12-7-2003


Director of Finance and Purchasing
Account No. 003-1608-58060
PC 160823006 000

**CERTIFIED
COPY**

CITY OF GRANDVIEW

BILL NO. 7749

ORDINANCE NO. 7489

AN ORDINANCE AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO A COOPERATIVE AGREEMENT WITH JACKSON COUNTY FOR CONSTRUCTION AND INSPECTION SERVICES OF THE COUNTY'S PEDESTRIAN BRIDGE AS PART OF THE BRIDGE REPLACEMENT AND REHABILITATION ON RAYTOWN ROAD AND RESTORATION WORK TO LONGVIEW TRAIL PROJECT.

WHEREAS, the City of Grandview ("City") desires to perform the bridge replacement and rehabilitation on Raytown Road and restoration work to Longview Trail ("Project"); and

WHEREAS, the trail around Longview Lake, maintained and operated by Jackson County, Missouri, ("County") is located on top of the double-pipe culvert; and

WHEREAS, the Project will impact and require replacement of the County's pedestrian bridge crossing over the culverts; and

WHEREAS, on June 28, 2022, the County and the City previously entered a Cooperative Agreement for the design services for the pedestrian bridge structure; and

WHEREAS, on October 24, 2023, the City and Radmacher Brothers Excavating Co., Inc. entered a contract agreement for the construction of the project; and

WHEREAS, the County and the City of Grandview now desire to amend the Original Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GRANDVIEW, MISSOURI, AS FOLLOWS:

Section 1. Contract Authorized. The Mayor, City Administrator and other City Officials as required are hereby authorized and directed to execute a First Amendment to a Cooperative Agreement with Jackson County, Missouri, attached as Exhibit "A" for construction and inspection services of a pedestrian bridge structure to be located adjacent to the roadway bridge planned to replace the double-pipe culvert under Raytown Road.

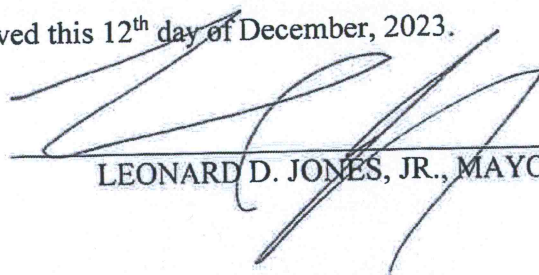
Section 2. Effective Date. This Ordinance shall be in full force and effect from and after the date of its passage and execution by the Mayor.

Ord. No. 7489 Date: 12/12/2023

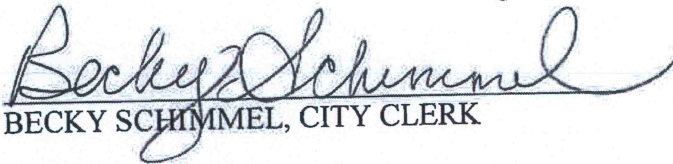
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Passed this 12th day of December, 2023.

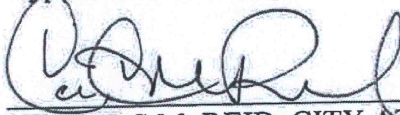
Approved this 12th day of December, 2023.

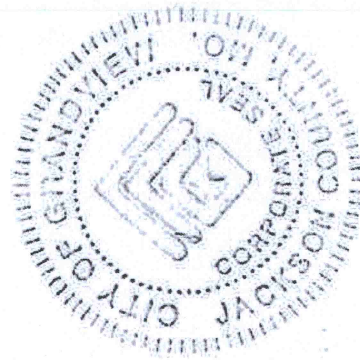

LEONARD D. JONES, JR., MAYOR

ATTEST:


BECKY SCHIMMEL, CITY CLERK

Approved as to Form:

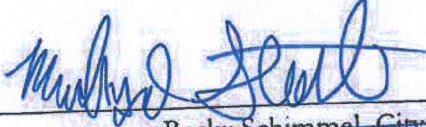

CARRIE C.M. REID, CITY ATTORNEY



STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

I, Becky Schimmel, City Clerk of the City of Grandview, a municipal corporation within and for said County and State aforesaid, do hereby certify that attached is a full, true and complete copy of Ordinance No. 7489 approved December 12, 2025.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said City of Grandview, Missouri, at its office in Grandview, Missouri, this 14th day of December, 2025



~~Becky Schimmel, City Clerk~~
McKenzie Steffen, Acting City Clerk

SEAL

IDENTIFIED
YSCD