

**SECOND AMENDMENT TO  
STAKEHOLDER CONTRIBUTION AGREEMENT**

This Second Amendment to the Stakeholder Contribution Agreement (the "Amendment"), by and between the Mid-America Regional Council, hereinafter referred to as "MARC", and CITY OF KANSAS CITY, MISSOURI, hereinafter referred to as "STAKEHOLDER" is effective this \_\_\_\_ day of \_\_\_\_\_, 2015.

WITNESSETH:

WHEREAS, MARC and STAKEHOLDER are parties to that certain Stakeholder Contribution Agreement dated as of February 15, 2011 (the "Stakeholder Contribution Agreement"); and

WHEREAS, MARC and STAKEHOLDER wish to amend certain terms and provisions of the Stakeholder Contribution Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Stakeholder Contribution Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Article II: Stakeholder Obligations, Item 1. of the Stakeholder Contribution Agreement Amendment 1 is hereby deleted in its entirety and replaced with the following:

STAKEHOLDER hereby agrees to provide a total of five hundred sixty-seven thousand, three hundred dollars (\$567,300) cash to MARC in support of the STUDY.

2. All other terms and conditions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

MID-AMERICA REGIONAL COUNCIL

CITY OF KANSAS CITY, MISSOURI

By: \_\_\_\_\_  
David A. Warm  
Executive Director

By: \_\_\_\_\_  
Terry Leeds  
Director  
Water Services Department  
Kansas City, Missouri

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
Mark P. Jones  
Assistant City Attorney  
Kansas City, Missouri

Date: \_\_\_\_\_

FINANCE CERTIFICATION

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

By: \_\_\_\_\_  
Randall J. Landes  
Director of Finance

Date: \_\_\_\_\_

## STAKEHOLDER CONTRIBUTION AGREEMENT

THIS STAKEHOLDER CONTRIBUTION AGREEMENT (“Agreement”) is made and entered into as of the Effective Date, as hereinafter defined, by and between MID-AMERICA REGIONAL COUNCIL, a nonprofit corporation organized pursuant to both Missouri and Kansas laws and a wholly owned instrumentality of political subdivisions (“MARC”) and the City of Kansas City, a municipality of the State of Missouri, (hereinafter, “STAKEHOLDER”),

### RECITALS:

1. The Missouri River has exhibited degradation and scour of the riverbed, which has increased in recent years, particularly in the Kansas City area, causing actual and potential damages to critical infrastructure along the river, including but not limited to levees, water supply intake structures, utility intake structures, bridges and smaller infrastructure on tributaries where head cuts and bank erosion are occurring.
2. The United States Army Corps of Engineers (“CORPS”) has conducted a Reconnaissance Study that documents the degradation impacts and recommends that a Missouri River Bed Degradation, Missouri and Kansas, Feasibility Study (“STUDY”) be conducted to determine the causes and potential solutions to the degradation.
3. MARC, as the “Non-Federal Sponsor” on behalf of several STAKEHOLDERS, is entering into a Feasibility Cost Sharing Agreement (FCSA) with the CORPS for the purpose of undertaking STUDY, to be conducted by the CORPS.
4. MARC together with the STAKEHOLDERS desiring to participate in the STUDY is entering into a Stakeholder Cooperative Agreement to set out the understanding and agreements in and among themselves for the payment of the costs of the STUDY as well as input, in-kind contributions and decision making on all matters arising in connection with the STUDY.
5. STAKEHOLDER desires to enter into this Agreement with MARC to specifically define its cash and in-kind cost contribution in support of the first phase of the STUDY.
6. This Agreement is a companion agreement to the Stakeholder Cooperative Agreement, and as such, execution of both is required to fully set out STAKEHOLDER participation in the STUDY.
7. The terms used in this Agreement are used consistent with those same terms as set forth or defined in the FCSA and the Stakeholder Cooperative Agreement.

8. It is anticipated that the STUDY will be conducted in three phases, with the first phase of the STUDY to be completed within two federal fiscal years of the commencement of the STUDY, subject to available funding.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

#### ARTICLE I.

##### TERM AND PURPOSE OF AGREEMENT

1. Term and Effective Date. This Agreement shall become effective upon execution by all parties, (the "Effective Date") and will remain in effect until all payments required by this Agreement have been made, and performance of all in-kind contributions completed, unless amended by a mutual agreement of the parties hereto.
2. Purpose. This Agreement sets out the contribution that STAKEHOLDER shall provide to MARC in support of the first phase of the STUDY, identifies the amount of cash and the payment schedule for same, and also identifies any in-kind contribution, including its description and estimated value, and the performance schedule for such in-kind contribution.

#### ARTICLE II

##### STAKEHOLDER OBLIGATIONS

1. STAKEHOLDER hereby agrees to provide a total of cash and in-kind contributions of not less than three hundred thousand dollars (\$300,000.00) in support of the first phase of the STUDY, which contribution shall be comprised of the following:
  - a. Cash to paid to MARC two hundred seventy-five thousand dollars (\$275,000.00);
  - b. Provision of in-kind contributions to be completed prior to the completion of phase two of the STUDY and that shall be coordinated through MARC with the CORPS, and that are agreed to be valued at a value not to exceed twenty-five thousand dollars (\$25,000.00).
2. In the event that the final approved value of the in-kind contribution provided by STAKEHOLDER to the STUDY is less than the estimated value set forth in Paragraph 1 above, then the difference shall be contributed by STAKEHOLDER in cash.

3. Performance, including invoicing and other matters, as well as payment, shall be made as agreed to below and in the Stakeholder Cooperative Agreement.
4. All rights and responsibilities in the Stakeholder Cooperative Agreement carry forward to this Agreement.

ARTICLE III  
BILLING AND PAYMENTS

1. Notification and Invoicing of STUDY Costs. The total Non-Federal Sponsor cash contributions for the STUDY will be requested by the CORPS on a *fiscal year* basis. The CORPS will invoice MARC on a semi-annual basis. The CORPS will notify MARC of the amount of the Non-Federal contribution for the next six months of the fiscal year, and MARC shall issue an invoice to STAKEHOLDER for its share of the costs for each six months of the *fiscal year*, in an amount up to the maximum amount set forth in Article II (1) above. MARC shall review the expected payment schedule with the STAKEHOLDER Committee for approval prior to issuing invoices to STAKEHOLDER.
2. Billing of Payment. Within sixty (60) days of its receipt of such invoice, STAKEHOLDER shall pay to MARC the total amount due pursuant to such invoice, for remittance by MARC to the CORPS.
3. Installments. MARC may, at its discretion, agree that STAKEHOLDER may provide the cash portion of any amount due pursuant to an invoice from MARC in installments. Any such agreement shall be made in writing, duly signed by both parties to this Agreement.
4. Failure to Pay Contributions. No funds shall be disbursed by MARC for any contribution period until contributions from all STAKEHOLDERS have been received. In the event that STAKEHOLDER fails to pay any contribution it is required to make pursuant to this Agreement within thirty (30) days after its due date, MARC shall send written notice of such nonpayment to all STAKEHOLDERS. If STAKEHOLDER fails to cure the nonpayment within ten (10) days from the date of such written notice, then (i) every other STAKEHOLDER that is a party to the Stakeholder Cooperative Agreement shall have the option to require return of their respective contributions for the contribution period involved, (ii) MARC shall be under no obligation to remit any of said funds to the CORPS and (iii) the provisions of ARTICLE VII (Withdrawal and Termination) shall apply.

ARTICLE IV  
CONSENTS

1. STAKEHOLDER understands that MARC is required by the CORPS to obtain each STAKEHOLDER's signature on the attached Certification Regarding Lobbying, and STAKEHOLDER hereby agrees to execute the attached Certification Regarding Lobbying. STAKEHOLDER further acknowledges that MARC will provide such Certification to the CORPS and agrees to abide by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, and the associated Stakeholder Cooperative Agreement, to be executed by their representatives, thereto duly authorized, as of the effective date as herein defined.

MID-AMERICA REGIONAL COUNCIL

By: David A. Warm for  
David A. Warm  
Executive Director

Date: 9-30-10

CITY OF KANSAS CITY, MISSOURI

By: Terry Leads

Print Name: Terry Leads

Title: Acting Director of Water Services

Date: 2/15/11  
Its Authorized Representative

FEB 14 AM 11:53

CERTIFICATION REGARDING LOBBYING


The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


  
Name Terry Leeds  
Title Acting Director of Water Services  
DATE: 2/15/14

FEB 14 AM 11:53

APPROVED AS TO FORM

BY:   
Assistant City Attorney  
Kansas City, Missouri

I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation in the amount of \$100,000, to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

 2/22/11  
Director of Finance

FEB 18 AM 11:34



## STAKEHOLDER COOPERATIVE AGREEMENT

THIS STAKEHOLDER COOPERATIVE AGREEMENT ("Agreement") is made and entered into as of the Effective Date, as hereinafter defined, by and between the MID-AMERICA REGIONAL COUNCIL, a non-profit corporation organized pursuant to both Missouri and Kansas laws and a wholly owned instrumentality of political subdivisions ("MARC" or "Non-Federal Sponsor") and those entities listed in Article I below (hereinafter, collectively "STAKEHOLDERS," and each individually "STAKEHOLDER").

### RECITALS:

1. The Missouri River has exhibited degradation and scour of the riverbed, which has increased in recent years, particularly in the Kansas City area, causing actual and potential damages to critical infrastructure along the river, including but not limited to levees, water supply intake structures, utility intake structures, bridges and smaller infrastructure on tributaries where head cuts and bank erosion are occurring.
2. The United States Army Corps of Engineers ("CORPS") has conducted a Reconnaissance Study that documents the degradation impacts and recommends that a Missouri River Bed Degradation, Missouri and Kansas, Feasibility Study ("STUDY") be conducted to determine the causes and potential solutions to the degradation.
3. The STAKEHOLDERS have requested that MARC serve as the official "Non-Federal Sponsor" to enter into an agreement with the CORPS to conduct the STUDY and to coordinate and facilitate the STAKEHOLDERS support of, involvement with and contributions to the upcoming STUDY, and to help assure that the STAKEHOLDERS' needs are addressed during the STUDY, including but not limited to the following:
  - Long-term viability of intake structures currently used for water supply by Kansas City, Missouri and WaterOne of Johnson County;
  - Reliable flood protection from the system of levees and floodwalls along the Kansas and Missouri Rivers;
  - Safe transportation facilities in the Kansas City reach of the river;
  - Stable tributary channels, river banks and bed elevation;
  - Natural habitat and ecosystem protection and restoration.
4. MARC, as the Non-Federal Sponsor, is entering into a Feasibility Cost Sharing Agreement ("FCSA"), a copy of which is attached hereto as Exhibit A, for the purpose of undertaking the STUDY, which will be conducted by the CORPS.
5. The STAKEHOLDERS desire to set out in an agreement with MARC and among themselves the terms and conditions by which payments and in-kind contributions will be made in support of the STUDY, and a common understanding concerning STAKEHOLDER engagement in the study activities, and decision making arising in connection with the STUDY.
6. The terms used in this Agreement are consistent with those same terms as set forth or defined in the FCSA.

ARTICLE I  
PARTIES

The following entities, by their signatures hereto, have agreed to provide cash and/or in-kind support for the STUDY, to provide input as appropriate into the study activities, and to participate in accordance with this Agreement in decision making arising in connection with the STUDY:

Tier 1 STAKEHOLDERS:

City of Kansas City Missouri  
WaterOne of Johnson County  
City of North Kansas City Missouri  
Missouri Department of Transportation  
Kansas Water Office

Tier 2 STAKEHOLDERS:

BNSF Railway Company  
City of Riverside Missouri  
Fairfax Drainage District  
Holliday Sand and Gravel Company  
City of Independence Water Department  
Kansas City Power & Light Company  
Kaw Valley Drainage District  
Leavenworth Water Department  
North Kansas City Levee District  
Platte County  
Village of Farley Missouri/Farley/Beverly Drainage District

Additional parties may be invited to become STAKEHOLDERS, subject to the terms and conditions of this Agreement, upon a majority vote of the then-existing parties to the Agreement.

ARTICLE II  
STUDY COSTS AND FUNDING

1. STUDY Costs.

a. The STAKEHOLDERS acknowledge that they have read the attached FCSA and that they understand the terms and conditions of such Agreement. The STAKEHOLDERS understand and agree that the *total study costs*, as that term is defined in the FCSA, are projected to be \$6,841,725.

b. The STAKEHOLDERS understand and agree that MARC, as the Non-Federal Sponsor under the FCSA, has agreed to contribute fifty (50) percent of the *study costs to be shared during the period of study*, utilizing cash and in-kind contributions collectively provided by the STAKEHOLDERS and in-kind contributions provided by MARC, all in accordance with the terms of this Agreement and the FCSA.

2. STUDY Funding.

- a. The STAKEHOLDERS acknowledge that each STAKEHOLDER has entered into a Stakeholder Contribution Agreement with MARC, the terms and conditions of which set forth each STAKEHOLDER'S obligations to provide cash and/or in-kind contributions to MARC in support of the STUDY.
- b. The STAKEHOLDERS agree to make payments as set forth in Article IV hereof and in the Stakeholder Contribution Agreements, in return for which the STAKEHOLDERS shall receive the rights and benefits set out herein.
- c. MARC agrees to make timely payments to the CORPS as provided in the attached FCSA, so long as all of the STAKEHOLDERS have timely met the payment requirements set out in their respective Stakeholder Contribution Agreements.
- d. It is anticipated that the STUDY will be conducted in three phases, with the first phase of the STUDY to be completed within three federal fiscal years of the commencement of the STUDY, subject to available funding. It is the STAKEHOLDERS desire that some or all of phases two and three of the STUDY be funded entirely with federal funds, based on the expectation that the first phase of the study will result in evidence supporting a decision that continuation of the STUDY financed in full by federal funding is appropriate. Notwithstanding the STAKEHOLDERS' desires for additional federal funding for future phases of the STUDY, STAKEHOLDERS understand and agree that the FCSA as currently executed contemplates the completion of the STUDY with cash and in-kind contributions from the STAKEHOLDERS, as set out in the FCSA, and the STAKEHOLDERS agree to continue to provide cash and in-kind contributions to support the STUDY, as set forth in this Agreement and in the Stakeholder Contribution Agreements, subject to annual appropriations when required.
- e. The STAKEHOLDERS acknowledge that STAKEHOLDER contribution levels are varied and that STAKEHOLDER rights and benefits hereunder are based upon certain tiers that are reflective of STAKEHOLDER contribution levels as follows: (i) Tier 1 STAKEHOLDERS have agreed to contribute amounts equal to or greater than \$100,000 for the first phase of the STUDY; and (ii) Tier 2 STAKEHOLDERS have agreed to contribute amounts less than \$100,000 for the first phase of the STUDY. STAKEHOLDERS understand and agree that contribution amounts and tiers and the addition or deletion of STAKEHOLDERS, may be subject to change in future phases of the STUDY.

ARTICLE III  
STAKEHOLDER ENGAGEMENT AND OVERSIGHT

The parties understand and agree that, subject to the CORPS' rights and responsibilities as set forth in the FCSA, STAKEHOLDERS will be afforded the opportunity for comment and input into the STUDY on a regular basis as the STUDY progresses, through the formation of a Study Coordination Team and a Stakeholder Committee. The structure and function of the Study Coordination Team and the Stakeholder Committee are set forth in more detail below:

1. Study Coordination Team.

- a. In accordance with the FCSA there shall be established a Study Coordination Team, to be co-chaired by the CORPS' Project Manager and a representative of the Non-Federal Sponsor. The Non-Federal Sponsor representative shall be designated by MARC.
- b. The primary function of the Study Coordination Team will be to provide oversight of the STUDY consistent with the Project Management Plan (*PMP*) and as required under the FCSA.
- c. Membership of the Study Coordination Team shall be comprised of senior representatives from both the CORPS and the Non-Federal Spncsor. The Non-Federal Sponsor membership shall consist of a Director from MARC and one representative from each Tier 1 STAKEHOLDER. Tier 2 STAKEHOLDERS shall be represented collectively by three representatives, one representative of the Tier 2 STAKEHOLDER public entities, one representative of the Tier 2 STAKEHOLDER private entities and one representative of the Tier 2 STAKEHOLDER levee/drainage authorities. MARC shall recommend to the CORPS a slate of Tier 2 representatives following consultation with the Tier 2 STAKEHOLDERS. Alternate representatives of each of the STAKEHOLDER members may be appointed by the respective STAKEHOLDERS as needed.

2. Stakeholder Committee.

- a. There will be established a Stakeholder Committee to provide for consistent and effective communication between the STAKEHOLDERS, MARC and the CORPS, that will be regularly convened and facilitated by MARC.
- b. Each STAKEHOLDER shall appoint, in writing, one official representative to the Stakeholder Committee, who shall be entitled to one vote on any issues brought before the Committee for a vote. Each representative shall serve on the Stakeholder Committee until such time as the STAKEHOLDER shall appoint, in writing, a new representative to the Stakeholder Committee. MARC will appoint, in writing, one or more representatives to the Stakeholder Committee, who will serve until such time as MARC appoints a new representative, in writing, to the Committee. MARC representatives shall not have voting rights.
- c. The primary functions of the Stakeholder Committee will be to work cooperatively with the CORPS' project team, offer ongoing support to the STUDY effort through active involvement and information sharing, participate in good faith in Non-Federal Sponsor decision making, and to assist MARC in efforts to maintain compliance with the *PMP*, including matters related to:
  - i. plan formulation and evaluation, including applicable economic, engineering, real estate, and environmental analysis;
  - ii. scheduling of reports and work products;
  - iii. independent technical review and other review processes required by the CORPS;
  - iv. external peer review, if required;
  - v. completion of all necessary environmental coordination and documentation;
  - vi. contract awards and modifications;
  - vii. contract costs;
  - viii. the CORPS' cost projections;

- ix. the performance of and scheduling for the non-Federal in-kind contributions;
  - x. determination of anticipated future requirements for real property and relocation requirements and performance of operation, maintenance, repair, rehabilitation, and replacement of the proposed project including anticipated requirements for permits; and
  - xi. other matters related to the Study.
- d. MARC, as a non-voting member, will convene and facilitate the Stakeholder Committee, seeking consensus decision making in all matters and recording votes when deemed appropriate. Each STAKEHOLDER shall have one vote in all matters for which a vote is deemed appropriate.
  - e. Subcommittees to the Stakeholder Committee may be formed, such as a Technology or Communications Subcommittee, or others as may be appropriate from time to time, where each such Subcommittee will:
    - i. be established by the Stakeholder Committee,
    - ii. be chaired by a member of the Stakeholder Committee, and
    - iii. be allowed broad membership that may include parties other than STAKEHOLDERS.

#### ARTICLE IV RESPONSIBILITIES OF MARC

MARC will serve as the Non-Federal Sponsor and provide coordination services on behalf of the STAKEHOLDERS. In addition, MARC will be responsible for ensuring the active involvement of STAKEHOLDERS in guiding the STUDY; providing review of technical information; communicating with both STAKEHOLDERS and broader community interests to keep all parties informed about the STUDY progress and relevant data available for review; and offering opportunities for public involvement. Specifically, MARC will be responsible for the following tasks:

1. Communication and Public Outreach
  - a. Develop and maintain a contact database for the STUDY,
  - b. Facilitate the engagement of STAKEHOLDERS and other interested parties in the STUDY process,
  - c. Design and maintain a Web site to communicate information about the STUDY to STAKEHOLDERS and the public,
  - d. Develop regular communications to STAKEHOLDERS, including an electronic newsletter,
  - e. Maintain a record of communications regarding the project and all Stakeholder Committee meetings convened by MARC,
  - f. Prepare and share information on the STUDY to community groups and groups representing other interested parties,

- g. Plan and support public meeting coordination and facilitation,
- h. Provide media releases, displays, handouts and meeting summaries, and
- i. Record public comments and provide summaries.

2. Project Coordination

- a. Work with CORPS and STAKEHOLDERS to establish a *PMP*,
- b. Work jointly with the CORPS in convening the Study Coordination Team,
- c. Establish a Stakeholder Committee composed of representatives from the STAKEHOLDERS and convene this committee,
- d. Represent in good faith, when serving in the role as the Non-Federal Sponsor to the STUDY, the consensus of the Stakeholder Committee, or the majority view as determined by vote of the Stakeholder Committee when consensus is not reached,
- e. Seek to understand and respect the interests of each STAKEHOLDER during the deliberations of the Stakeholder Committee,
- f. Monitor and report on progress of STUDY to STAKEHOLDERS,
- g. Convene STAKEHOLDERS through the Stakeholder Committee and support all meetings with agendas, meeting materials, meeting logistics, and meeting summaries,
- h. Identify action items from each meeting and conduct follow-up,
- i. Receive and review technical information from the CORPS,
- j. Meet with the CORPS on a regular basis to ensure that the needs and concerns of the stakeholders are being met,
- k. Prepare reports on STUDY progress for local stakeholders to share with their boards, councils or other contacts, and share information with local, state and Federal elected officials,
- l. Communicate with elected officials on the need for additional resources to support future fiscal year and phases of the study, and
- m. Perform other activities as may be needed to meet the Non-Federal Sponsor requirements for the STUDY.

3. Fiscal Management Support

- a. Enter into the FCSA with the CORPS, serve as Non-Federal Sponsor and work with CORPS on schedule of payments to meet local cost share requirements,

- b. Enter into separate Stakeholder Contribution Agreements with each STAKEHOLDER, setting forth each STAKEHOLDER'S particular cash contribution and/or in-kind contribution including a description, estimate of value and time of performance; and payment schedule,
- c. Track all cash and in-kind contributions and regularly provide that information to the Stakeholder Committee,
- d. Invoice and track STAKEHOLDER contributions as necessary to meet payment requirements and make timely payments from said contributions to the CORPS when those payments are required,
- e. Receive from and provide to the CORPS information on potential in-kind services from participating STAKEHOLDERS, seek CORPS approval for said in-kind services, and document as appropriate and in accordance with the requirements of the *PMP*,
- f. Provide accounting of in-kind contributions to the CORPS,
- g. Provide regular financial reports to STAKEHOLDERS on the CORPS' expenditures for the STUDY,
- h. Include, as a part of MARC's regular annual audit, an audit of all revenues and in-kind contributions and associated expenses with resources provided to MARC for the STUDY,
- i. Provide STAKEHOLDER contributions to the CORPS, except MARC will not make any direct cash contribution.

ARTICLE V  
RESPONSIBILITIES OF STAKEHOLDERS

1. STAKEHOLDER Contribution Agreement. Each STAKEHOLDER, through its execution of this Agreement, shall have agreed to share in the costs of the STUDY at either a Tier 1 or a Tier 2 level as defined in Article II(2)(e) above, and further acknowledges that it has entered into and will comply with a separate "Stakeholder Contribution Agreement" with MARC establishing the amount of cash contribution the STAKEHOLDER will be providing and the payment schedule for same; and identifying any in-kind contribution, its description and estimated value, and the performance schedule for same.
2. STAKEHOLDER funding and payment. Each STAKEHOLDER will secure funding to cover its share of the Non-Federal Sponsor contributions and after receipt of an invoice for its share, in accordance with its applicable Stakeholder Contribution Agreement, each STAKEHOLDER will remit said amounts to MARC as prescribed in Article VII paragraph 6 hereof. Each STAKEHOLDER has specific responsibilities as follows:
  - a. Remit to MARC when due its share of the *non-Federal proportionate share of financial obligations to be shared during the period of the Study*, as those terms are defined in the FCSA;

- b. Upon notice from the CORPS or MARC of the next year's STUDY expenses, secure adequate and appropriate approval for funding in the amount of its share of the *non-Federal proportionate share of financial obligations to be shared during the period of the Study*, as those terms are defined in the FCSA;
- c. Remit its share of such additional amounts that may from time to time be requested by MARC and approved by the Stakeholder Committee, to cover unanticipated STUDY costs;
- d. Coordinate with MARC on the timely provision of in-kind contributions to the STUDY and provide documentation of in-kind contributions (including but not limited to information from contractors and time sheets or other records indicating hours of labor provided or material provided) to enable MARC to meet its responsibilities for documentation of in-kind contributions under the FCSA and other applicable CORPS policies and procedures.

ARTICLE VI  
BUDGET AND ACCOUNTING

1. Annual Budget. The Stakeholder Committee together with the CORPS, prior to the start of the Fiscal Year, will prepare an annual budget and may revise said annual budget from time to time to reflect changes in the anticipated or actual scope and costs of the STUDY.
2. Notification and Invoicing of STUDY Costs. The total Non-Federal Sponsor cash contributions for the STUDY will be requested by the CORPS on a *fiscal year* basis. The CORPS will notify MARC of the amount of the Non-Federal contribution for the next fiscal year, whereupon MARC shall in turn submit such request to the Stakeholder Committee for approval. Upon approval of the CORPS' request by the Stakeholder Committee, MARC shall issue invoices to each of the STAKEHOLDER's as defined in each of their Stakeholder Contribution Agreements, upon which the STAKEHOLDER shall pay said amounts to MARC to be remitted to the CORPS as provided by this Agreement.
3. Divergences. From time to time the CORPS may request additional cash for in-kind contributions that diverge from the estimates specified and reflected in the annual budget. Such divergences shall be identified in quarterly reports provided by the CORPS to MARC, which MARC shall in turn provide to STAKEHOLDERS. The Stakeholder Committee and the CORPS may amend the annual budget to include such excess costs or approve separately any additional contributions approved by the Study Coordination Team, whereupon STAKEHOLDERS shall remit such additional funds to MARC within thirty (30) days of receipt of invoice, and MARC shall remit all of the contributions to the CORPS. In the event that such additional cash or in-kind contributions shall amount to more than the maximum amount set out in any of the STAKEHOLDER Contribution Agreements, then MARC and said STAKEHOLDER(S) shall agree to amend said STAKEHOLDER Contribution Agreements accordingly.



4. Deferral of Study Work. In the event costs for the STUDY exceed the amount of available appropriations, MARC and the CORPS may agree to defer award of contracts or the performance of in-house work by the CORPS on the STUDY.
5. Deposit of Contributions. Each STAKEHOLDER shall pay their contributions to MARC for remittance to the CORPS. Upon receipt, MARC shall deposit the STAKEHOLDER contributions into its account and within thirty (30) days from the day of its receipt of the last payment hereunder, shall promptly forward full payment to the CORPS.
6. Billing of Payment. Within sixty (60) days of its receipt of an invoice therefore, each STAKEHOLDER shall pay to MARC its share of each year's annual budget costs including divergence as agreed to by the parties, for remittance by MARC to the CORPS. Each STAKEHOLDER acknowledges that such cash contributions must be made in advance to allow the CORPS to proceed to contract for services or to proceed with substantial work on the STUDY. MARC agrees that it will only issue invoices and request payment from STAKEHOLDERS as needed to cover Feasibility Study costs requested of MARC by the CORPS.
7. Failure to Pay Contributions. In the event that any STAKEHOLDER fails to pay any contribution it is required to make pursuant to this Agreement within thirty (30) days after its due date, MARC shall send written notice of such nonpayment to all STAKEHOLDERS. If the defaulting STAKEHOLDER fails to cure the nonpayment within ten (10) days from the date of such written notice, then every other STAKEHOLDER shall have the option to require return of their respective contributions for the contribution period involved, and MARC shall be under no obligation to remit any of said funds to the CORPS. By a majority vote thereon, MARC and those STAKEHOLDERS that have timely made all payments then due and owing may elect to proceed with the Feasibility Study despite any outstanding payments by other STAKEHOLDERS. In such event, any STAKEHOLDERS whose payments are delinquent shall relinquish their voting rights and other STAKEHOLDER privileges until such time as they have met all outstanding payment obligations to date.

ARTICLE VII  
WITHDRAWAL AND TERMINATION

1. Voluntary Withdrawal. Any STAKEHOLDER may send written notice to all other parties to this Agreement indicating its withdrawal from the terms and provisions of this Agreement upon thirty (30) days written notice. Thereafter, the Stakeholder Committee will discuss how best to proceed and will vote on whether to terminate this Agreement in its entirety. Any cash contributions that a withdrawing STAKEHOLDER has provided to MARC and that MARC has remitted to the CORPS shall not be reimbursed. However, MARC will refund to a withdrawing STAKEHOLDER any cash contributions not yet remitted to the CORPS, less the withdrawing STAKEHOLDER's estimated share of damages associated with termination of the STUDY as set forth below.
2. Termination. The Stakeholder Committee, by a majority vote of its members following a discussion on the causes and consequences of termination, may choose to terminate this Agreement in its entirety at any time, provided a sixty (60) day notice of termination is given

to all parties to this Agreement. In the event of termination any cash contributions that a STAKEHOLDER has provided to MARC and that MARC has remitted to the CORPS shall not be reimbursed. However, MARC will refund to the STAKEHOLDERS any cash contributions not yet remitted to the CORPS, less each STAKEHOLDER's estimated share of damages associated with termination of the STUDY. Notwithstanding the above, MARC shall have the right to terminate this Agreement at any time, upon sixty (60) days prior written notice of the same to all STAKEHOLDERS.

ARTICLE VIII  
TERM OF AGREEMENT AND EFFECTIVE DATE

This Agreement shall become effective upon execution by all parties (the "Effective Date") and will remain in effect until all work required by this Agreement has been performed and all payments required by this Agreement have been made, unless amended by a mutual agreement of the parties hereto, or terminated in accordance with Article VII above.

ARTICLE IX  
GENERAL PROVISIONS

1. Prerequisite. In the event MARC does not enter into the FCSA as the Non-Federal Sponsor with the CORPS for a Missouri river Bed Degradation STUDY, then this agreement, together with the associated Stakeholder Contributions Agreements, shall become null and void.
2. Amendment. This Agreement may be amended, altered, clarified or extended only by the written agreement of all the parties hereto.
3. Assignment. This Agreement is not assignable by any party to this Agreement, either in whole or in part, unless written consent is given by all of the other parties hereto.
4. Notice. Any notice required by this Agreement shall be sent to the appropriate party or parties, said notice to be mailed or delivered to the Authorized Representative signatory to this Agreement at the address as provided in the Stakeholder Contribution Agreement for each STAKEHOLDER.
5. Integrated Agreements. This Agreement, together with the individual Stakeholder Contribution Agreement for each STAKEHOLDER, is the complete expression of the terms and agreements of the parties hereto, and any oral or written representation or understandings not incorporated therein are hereby excluded.
6. Independent Parties. In the exercise of their rights and obligations under this Agreement, all parties shall act in an independent capacity and no party shall be considered to be the officer, agent or employee of another party. No party to this Agreement shall have the authority to provide any contractor or third party not a party to this Agreement with any release or other agreement to waive any rights that any party to this Agreement may have to seek relief or redress against said contractor or third party, either pursuant to any cause of action that a party to this agreement may have or for the violation of any law.

7. No Waiver. Waiver of any default under this Agreement or any Stakeholder Contribution Agreement related hereto shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the parties hereto which shall be attached to the original of this Agreement.
8. Counterparts. This Agreement may be executed in counterparts. If executed in counterparts, the Effective Date shall be the date on which the last counterpart is executed.
9. Indemnification and Hold Harmless. To the extent authorized by law, each party hereto shall protect, defend, indemnify and save harmless the other parties hereto, their officers, officials, employees, attorneys and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties and/or awards of damages, arising out of or in any way resulting from their own negligent acts or omissions related to or incurred as a result of the STUDY; however, not those arising out of or resulting from the negligence of another party. Each party hereto agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event that a party incurs any judgment, award and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of the Agreement, all such fees, costs and expenses shall be recoverable from the responsible party or parties to the extent of their culpability.
10. Recordation. This Agreement is a cooperative agreement authorized by Missouri Revised Statutes Section 70.200, *et seq.* (1994) and Kansas Statutes Annotated Section 24-407 (14). In accordance with Missouri Revised Statutes 70.300 (1994), a copy of this Agreement will be filed in the Office of the Secretary of State of Missouri and in the Office of Recorder of Deeds of Jackson, Clay and Platte Counties, Missouri. In accordance with the Kansas Statutes Annotated Section 12-2905, a copy of this Agreement will be filed in the Office of the Secretary of State of Kansas and in the Office of Recorder of Deeds of Johnson, Wyandotte and Leavenworth Counties, Kansas.

#### ARTICLE X

##### NONAPPROPRIATION AND CONSENT OF AFFECTED LOCAL GOVERNMENT

1. Nonappropriation. It is understood by all parties that certain STAKEHOLDERS are State Agencies or political subdivisions of a State that derive funds directly from appropriations, or that may have constitutional or statutory limitations prohibiting it from committing future appropriations. If a STAKEHOLDER party to this Agreement is a State Agency or a political subdivision of the State that derives its funds for work on the study directly from appropriations, and the STAKEHOLDER has constitutional or statutory limitations prohibiting it from committing future appropriations, and in the event sufficient funds shall not be appropriated for the payment of any monies to be paid, and if such STAKEHOLDER has no funds legally available to make such required payments from other sources, then such STAKEHOLDER may withdraw from this Agreement and such STAKEHOLDER shall not be obligated to make the payment(s) otherwise required to be made hereunder. In the event of nonappropriation, the rights and obligations regarding cash contributions as set forth in Paragraph 1, Voluntary Withdraw, shall apply.

2. Consent of Local Governments. It is understood by all parties that certain STAKEHOLDERS are "affected local governments" required to provide their consent for MARC, as a non-profit entity, to serve as the Non-Federal sponsor for the STUDY in accordance with 42 U.S.C. § 1962d-5b. Each and every STAKHOLDER that is a local government, by having executed this Agreement, hereby consents to MARC (Mid-America Regional Council) serving as the non-Federal Sponsor for the STUDY (Missouri River Degradation, Missouri and Kansas) being conducted by the Department of the Army, represented by the Kansas City District, US Army CORPS of Engineers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, and the associated Stakeholder Contribution Agreements, to be executed by their representatives, thereto duly authorized, as of the day and year set forth below.

MID-AMERICA REGIONAL COUNCIL

By: Dorothy Lape for  
Print Name: David A. Warm  
Title: Executive Director  
Its Authorized Representative

Date: 9-30-10

**Non-Federal Sponsor**

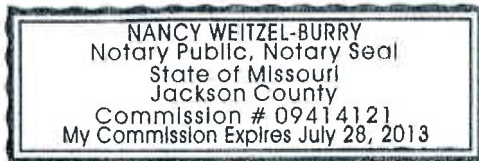
STATE OF Missouri )  
)ss:  
COUNTY OF Jackson )

On this 30 day of September, 2010, comes now Dorothy Lape, a duly authorized representative of Mid America Regional Council and first being duly sworn upon my oath, affirms and acknowledges that he/she is the person known to me to be the same person who executed the within instrument of writing, and that she/he is duly authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Nancy Weitzel-Burry  
Notary Public

My appointment expires:



CITY OF KANSAS CITY MISSOURI

By: Terry Leeds  
Print Name: Terry Leeds  
Title: Acting Director of Water  
Its Authorized Representative Services  
Date: 2/15/11

STATE OF Missouri )  
  )ss:  
COUNTY OF Jackson )

On this 15<sup>th</sup> day of February, 2011 <sup>cb</sup>, comes now Terry Leeds, a duly authorized representative of Water Serv. Dept, and first being duly sworn upon my oath, affirms and acknowledges that he is the person known to me to be the same person who executed the within instrument of writing, and that she/he is duly authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Cathy E Bolden  
Notary Public

My appointment expires: 9/28/2012



FEB 14 AM 11:52