

Cooperative Agreement
For Traffic Signals and Street Lights along State Line Road

THIS COOPERATIVE AGREEMENT (“Agreement”), is made this ____ day of _____ 2024, between the City of Leawood, Kansas (hereinafter “Leawood”) and the City of Kansas City, Missouri, (hereinafter “Kansas City”) (thereinafter may be referred to singularly as the “Party” or “City” and collectively as the “Parties”), each being a municipality organized and existing under the laws of its respective state.

WHEREAS, Leawood is authorized under K.S.A 12-2908 to enter into this Agreement; and

WHEREAS, Kansas City is authorized under _____ of the Missouri Revised Statutes (RSMo.) to enter into this Agreement for the maintenance, repair and replacement of signals and street lights; and

WHEREAS, the city limits of Leawood and Kansas City abut on or near State Line Road; and

WHEREAS, the state line is on or near the centerline of State Line Road; and

WHEREAS various signal systems and streetlighting systems as listed in Appendix A, attached hereto and incorporated by reference, as may be amended or supplemented by the Parties hereto from time to time, are located along State Line Road, abutting both cities; and

WHEREAS the Governing Bodies of both cities have previously approved the installation of the signal systems and streetlighting systems at each listed location; and

WHEREAS, the maintenance, repair and replacement of signals and street lights along both sides of State Line Road is necessary, and such care of only one Party’s signals and street lights along a portion of the roadway is difficult, inefficient and costly, but which problem the Parties can avoid and effect substantial savings by entering into this cooperative agreement, whereby Leawood assumes responsibility for certain signals and street lights located on both sides of State Line Road and by the City of Kansas City, Missouri assuming responsibility for other signals and street lights located along State Line Road, as agreed to herein.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. DURATION OF AGREEMENT: The Parties hereto agree that this Agreement shall exist for the lifetime of the signal systems and streetlighting systems, unless sooner terminated by written notice presented by either Party providing a minimum of 60 days’ notice.

2. **NO LEGAL ENTITY CREATED:** There will be no separate legal entity created under this Agreement. The Parties to this Agreement shall be responsible for the administration of this Agreement.
3. **PURPOSE OF THE AGREEMENT:** The purpose of this Agreement is to assign maintenance and financial responsibilities between the Parties pertaining to the operation and maintenance of signal systems and streetlighting systems at each location listed in Appendix A.
4. **OWNERSHIP OF SYSTEMS:** The Parties acknowledge that the signal systems and streetlighting systems are owned by and shall be maintained by the Parties indicated in Appendix A.
5. **MAINTENANCE:** The Party responsible for maintenance shall be responsible for all work necessary for the safe continued operation of the existing signal and streetlight systems including labor, equipment, materials, power sources, controllers, as well as adjustment of signal timing. Maintenance does not include installation, replacement, or removal of signals.
6. **SIGNAL INSTALLATION, AND REMOVAL:** Installation of new signals or removal of existing signals shall require a traffic study and approval from both Parties prior to the work. The signal design and specifications shall meet the standards of the Party responsible for the maintenance and coordinated with the other Party.
7. **ATTACHMENTS:** Signs attached to the traffic signal shall be the responsibility of the maintaining Party. All other sign attachments shall be the responsibility of the City for where the poles are located. All other attachments not related to the streetlight and signal systems shall be governed by the City for where the poles are located and coordinated with the maintaining Party.
8. **COSTS:** The Parties shall pay the electrical energy costs and maintenance costs needed to operate each of the various systems they are responsible for per Appendix A. Each Party or their respective contractors will provide, maintain, and make available personnel and all general and special equipment, materials, supplies, and inventories necessary for the performance of the routine service work and maintenance contemplated herein. Cost sharing agreements for new and replacement signals will be negotiated between the Parties.
9. **DISPOSAL OF PROPERTY ON AGREEMENT TERMINATION:** Upon termination of the Agreement, the cities of Kansas City and Leawood, being the owners of the signal systems and streetlighting systems covered by this Agreement, shall mutually agree upon disposition of the property that is the subject of this Agreement.
10. **ADMINISTRATION OF PROJECT:** Each City shall administer its own operation and maintenance, acting by and through their Directors of Public Works, who shall be the principal public officials designated to administer said public project.

11. AUTHORITY TO BIND: The Parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of the City on whose behalf they execute this Agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto. This Agreement shall become effective _____.

CITY OF LEAWOOD, KANSAS

CITY OF KANSAS CITY, MISSOURI

By: _____
Marc E. Elkins, Mayor

DocuSigned by:
By: Michael Shaw
4A64D1E309264C2
Director of Public Works

Attest: _____
Stephen Powell, City Clerk

DocuSigned by:
Attest: Marilyn Sanders
74D0D9E2BAE0499...
City Clerk

Approved as to form:

Patricia A. Bennett, City Attorney

Approved as to form:

DocuSigned by:
Dustin E. Johnson
74DB71E68377461
City Attorney

APPENDIX A

Traffic Signals and Supporting Infrastructure

Signal Location	Signal Ownership	Maintenance Responsibility	Electrical Cost Responsibility
81 st Street	Leawood	Leawood	Leawood
83rd Street	Leawood	Leawood	Leawood
85 th Terrace	Leawood	Leawood	Leawood
8660 Driveway	Leawood	Leawood	Leawood
8700 Driveway	Leawood	Leawood	Leawood
89 th Street	Leawood	Leawood	Leawood
92 nd Street	Leawood	Leawood	Leawood
Rockhurst School Warning Lights	Leawood	Leawood	Leawood
95th Street/Bannister Road	Leawood	Leawood	Leawood
103rd Street	Leawood	Leawood	Leawood
103 rd Terrace	Leawood	Leawood	Leawood
Carondelet Drive	KCMO	KCMO	KCMO
Red Bridge Road/College Boulevard	KCMO	KCMO	KCMO
112 th Street/Terrace	KCMO	KCMO	KCMO
Barstow School Entrance	KCMO	KCMO	KCMO
119 th Street/Minor Drive	KCMO	KCMO	KCMO
123 rd Street	KCMO	KCMO	KCMO
Montessori School Warning Light	KCMO	KCMO	KCMO
Carnoustie Drive/128th Street	KCMO	KCMO	KCMO
Blue Ridge Boulevard	KCMO	KCMO	KCMO
133 rd Street (North)	KCMO	KCMO	KCMO
133 rd Street (South)	KCMO	KCMO	KCMO
135 th Street	KCMO	KCMO	KCMO

Street Lights and Supporting Infrastructure

Leawood will own and maintain the street lights and the supporting street light infrastructure, as well as pay the related electrical costs, for the full width of State Line Road from Leawood’s northern city limit south to the north curb line of Carondelet Drive.

Kansas City will own and maintain the street lights and the supporting street light infrastructure, as well as pay the related electrical costs, for the full width of State Line Road from the north curb line of Carondelet Drive south to include the signal at 135th Street.

