

COOPERATIVE AGREEMENT FOR CONSTRUCTION COST SHARING OF
PEDESTRIAN SIGNAL IMPROVEMENT AT 3217 BROADWAY BOULEVARD

THIS COOPERATIVE AGREEMENT is entered into this 27th day of February, 2015, by City of Kansas City, Missouri, a constitutionally chartered municipal corporation ("City") and the Junior College District of Metropolitan Kansas City, Missouri aka Metropolitan Community College ("MCC").

WHEREAS, Metropolitan Community College (MCC) sponsored a pedestrian traffic study in 2008 and paid for installation of the existing pedestrian warning flasher (yellow only) at 3217 Broadway; and

WHEREAS, since 2009, FHWA has included the HAWK signal (Pedestrian Hybrid Beacon) as a new pedestrian crossing device in the MUTCD standards; and

WHEREAS, the HAWK signal is a regulatory traffic control device with RED signal heads to stop traffic; and

WHEREAS, MCC has agreed to contribute \$9,500 to supplement City funds for the purpose of improving the existing yellow flasher signal and replacing it with a new HAWK; and

NOW THEREFORE, in consideration of the mutual covenants, promises and representations in this Cooperative Agreement, the parties agree as follows:

Sec. 1. Scope. City and MCC enter into this Cooperative Agreement to provide for the installation of a traffic signal at 3217 Broadway Boulevard in Kansas City, Jackson County, Missouri (the Improvement).

Sec. 2. Obligations of MCC. MCC shall:

1. Remit to City upon execution of this Agreement, its contribution in an amount of \$9,500.00 (nine thousand five hundred Dollars) ("MCC's contribution").
2. Comply with all other terms of this Cooperative Agreement as applicable to MCC.

Sec. 3. Obligations of City. City shall:

1. Install, or cause to be installed, the Improvement in accordance with the plans and specifications as prepared by the City. The City shall not be required to begin installation of the Improvement until it receives the contribution by MCC provided for in Paragraph 2 of this Agreement, and the Improvement is fully funded.
2. Comply with all other terms of this Cooperative Agreement as applicable to City.

Sec. 4. Ownership. . The Improvement shall be a public asset and shall be owned by the City .

Sec. 5. Term of Agreement. Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the obligations of the parties to this Agreement.

Sec. 6. Binding Effect. This Agreement shall be binding on the parties hereto and upon their assigns, transferees and successors in interest beginning on the date it is executed by the City.

Sec. 7. Notice. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, delivered by courier or sent by facsimile. Unless a party to this Agreement has given ten (10) days' notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following::

City - City of Kansas City, Missouri
Attn: Sherri McIntyre
Director of Public Works
414 E. 12th St.
Kansas City, MO 64106
Fax number:

MCC - Metropolitan Community College
Attn: Kathy Walter-Mack
Chief of Staff to the Chancellor
3200 Broadway
Kansas City, MO 64111
Fax number:

All notices are effective on the date mailed or sent by facsimile, or upon receipt if delivered by a courier.

Sec. 8. Governing Law. This Cooperative Agreement shall be construed and governed in accordance with the law of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and MCC: (1) shall submit exclusively to the ~~jurisdiction of the state and federal courts located in Jackson County, Missouri and no~~ other; (2) shall waive any and all objections to jurisdiction and venue; and (3) shall not raise forum non conveniens as an objection to the location of any litigation.

Sec. 9. Waiver. No consent or waiver, express or implied, by any party to this Agreement or any breach or default by any other party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act 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. The parties reserve the right to waive any term, covenant, or condition of

this Agreement; provided, however, such waiver shall be in writing 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 their rights and remedies under this Agreement irrespective of any waiver granted.

Sec. 10. 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.

Sec. 11. Severability. Except as specifically provided in this Agreement, 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.

Sec. 12. Assignment. MCC, or its successors or assignees, may not assign its rights or obligations herein and shall not be released from the terms of this Agreement without the express written consent of the City, which shall not be unreasonably withheld.

Sec. 13. Compliance with Laws. The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement and its Scope.

Sec. 14. Modification. This Cooperative Agreement shall not be amended, modified or canceled without the written consent of the parties to this Cooperative Agreement, executed by persons with proper legal authority to bind the parties.

Sec. 15. 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, 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 Cooperative Agreement.

Sec. 16. Cooperation. The parties shall cooperate in the implementation and performance of the acts, undertakings and obligations as set forth in this Cooperative Agreement.

Sec. 17. Conflict of Interest. MCC certifies 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 MCC in this Cooperative Agreement.

Sec. 18. Default and Remedies. If either party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend it's performance and invoke any other legal or equitable remedy after giving the other party notice and opportunity to correct such default or breach.

Sec. 19. Indemnification. Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its trustees, officers, agents, or employees. Neither party is obligated to indemnify the other party or to hold harmless the other party from costs or expenses incurred as a result of such claims. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to the parties under applicable state governmental immunities law and each party shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo. Rev. Stat. § 537.600, et seq.

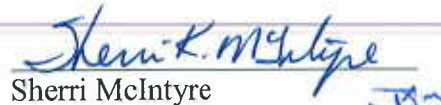
Sec. 20. Representations. The parties certify that they have the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties have entered into this Cooperative Agreement on the date first written above.

JUNIOR COLLEGE DISTRICT OF
METROPOLITAN KANSAS CITY,
MISSOURI


Mark James
Chancellor

CITY OF KANSAS CITY, MISSOURI


Sherri McIntyre
Director of Public Works

APPROVED AS TO FORM:


Assistant City Attorney