

**COOPERATIVE AGREEMENT  
BETWEEN  
THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE  
CITY OF KANSAS CITY, MISSOURI  
FOR  
FUNDING AND IMPROVEMENTS OF  
TRANSPORTATION AND TRANSIT INFRASTRUCTURE**

THIS COOPERATIVE AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022 (the “Effective Date), by and between the Kansas City Area Transportation Authority, a body corporate and politic (“KCATA”), the City of Kansas City, Missouri, a constitutional charter municipal corporation of the State of Missouri, (“City”).

WITNESSETH:

WHEREAS, the City and KCATA rank improvement of public transportation as a high priority; and,

WHEREAS, City and KCATA have a common interest in development and improvement of transit infrastructure; and

WHEREAS, City and KCATA have determined that it is appropriate to invest in transit infrastructure improvements; and

WHEREAS, City and KCATA intend to cooperate to assure maximum effectiveness in this joint effort; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. SCOPE.** The purpose of this Agreement is to provide a coordinated and unified approach to the funding, design, construction, and implementation of certain transportation

infrastructure improvements described in Section 2 below and further detailed in Attachment 1 herein (the “Projects”).

**2. OBLIGATIONS OF KCATA.** KCATA agrees to:

a. Provide funding for the following projects as further described and detailed in Attachment 1:

- City-led Transit and Transportation Infrastructure. \$22.5 Million
- Riverfront Streetcar Extension. \$6 million.
- Grand Blvd. Bicycle and Pedestrian Bridge. \$4 million.

Specifics on the timing of KCATA’s provision of funding for each of these multi-year projects are included in Attachment 1.

b. Work cooperatively with City to implement the Projects.

c. Manage the Riverfront Streetcar Extension project in keeping with the separate “KC Streetcar Riverfront Extension Agreement” among the KCATA, City, PortKC, and Kansas City Streetcar Authority.

d. Enter into any necessary supplemental agreements with City relative to long term use, continuing control and operations and maintenance of the Projects that may be required.

Ensure that any applicable federal procurement, project management, and contract requirements are met if the funding provided by KCATA is derived from federal funding sources.

**3. OBLIGATIONS OF CITY.** City agrees to:

a. Work cooperatively with KCATA to implement the Projects and keep KCATA informed of the progress of the Projects.

b. Manage, procure, award and construct the City-led Transit and Transportation Infrastructure project and the Grand Blvd. Bicycle and Pedestrian Bridge project.

c. Submit annual invoices to KCATA for the funding for the City-led Transit and Transportation Infrastructure Projects as described in Attachment 1.

d. Ensure that any applicable federal procurement, project management, and contract requirements are met if the KCATA funding for the Grand Blvd. Bicycle and Pedestrian Bridge project is from federal funding sources.`

**4. TERM.** This Agreement shall become effective upon execution by all parties and shall remain in full force and effect until the Projects are completed, except for any maintenance obligations of the Projects which will survive this Agreement. Such maintenance obligations may be established in supplemental agreements.

**5. PAYMENT.** KCATA payments for the Projects will be as proscribed in Attachment 1 – with funding for the City-Led Transit and Transportation projects and the Grand Blvd. Bike Ped Bridge project being provided directly to the City in keeping with Attachment 1 and funding for the Riverfront Streetcar Extension being provided to this project managed by KCATA. .

**6. NO GRATUITIES AND KICKBACKS.** The provisions of Kansas City Municipal Code Section 3-303, prohibiting gratuities to City employees, and kickbacks by Contractors, and Sections 3-307 and 3-309, imposing sanctions and penalties for violations, shall apply to this Agreement.

a.       Gratuities. No party to this Agreement has or will offer or give any City, or KCATA employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefore;

b.       Kickbacks. City, and KCATA certify that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from any third party contractor under a contract to City, or KCATA as an inducement for the award of a subcontract or order in connection with the subject matter of this Agreement.

**7.       CONFLICTS OF INTEREST.** The provisions of Kansas City Municipal Code Section 3-301, prohibiting City officers and employees from having a personal financial interest in any contract with City, and Sections 3-307 and 3-309, imposing sanctions and penalties for violations, shall apply to this Agreement. KCATA and City each certify that no officer or employee of KCATA or City has, or will have, a direct or indirect financial interest in this Agreement which is incompatible with the officer's or employee's discharge of official duties in the public interest, and that no officer or employee of KCATA or 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 City, or KCATA in this Agreement.

**8. ASSIGNMENT.** No party to this Agreement shall assign or transfer any part or all of its respective obligations or interests without the prior written approval of the other parties. If any party shall assign or transfer any part of its interests or obligations under this Agreement without such prior approval, it shall constitute a material breach of this Agreement. No party shall be obligated to pay or be liable for payment of any monies which may be due to any subcontractor of the other parties. City and KCATA shall include in any subcontract or assignment agreement, related to the obligations of this Agreement, a requirement that the subcontractor shall comply with all requirements of this Agreement in performing the services hereunder.

**9. INSURANCE.** At a minimum, the parties agree to comply with the insurance requirements normally imposed by State and local laws, regulations, and ordinances, except to the extent that the Federal Government determines otherwise in writing.

**10. GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws of the United States with respect to issues concerning and arising out of the use and application of the Federal Grants. Otherwise, the laws of the State of Missouri shall apply without giving effect to Missouri's choice of law provisions. City and KCATA agree to: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri, and no other; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

**10. COMPLIANCE WITH LAWS.** City and KCATA shall comply with all Federal, state and local laws, ordinances and regulations applicable to this Agreement.

**11. DEFAULTS AND REMEDIES; TERMINATION.**

a. A party to this Agreement shall be in default of this Agreement upon the happening of any of the following events:

i. Upon the suspension or revocation of any act, power, license, permit, or authority that has the effect of preventing and stopping KCATA or City from performing under this Agreement; or

ii. Upon the failure of either party to perform any material obligation due under this Agreement.

b. Upon any default or breach of this Agreement, written notice shall be provided to the defaulting party, specifying the default. Upon receipt of such notice, the alleged defaulting party shall have a period of thirty (30) days to cure such default. Failure to cure such default entitles the non-defaulting party to:

i. Enjoin any breach or threatened breach by any party of any covenants, agreements, terms, provisions or conditions hereof; or

ii. Bring suit for the performance of any obligation under this Agreement or suit for any damage incurred for non-performance, all without terminating this Agreement; or

iii. Initiate a mandamus action to compel a public official of either party to perform a specific ministerial duty required by law; or

iv. Terminate this Agreement.

v. Exercise any other right or remedy which it may have at law or in equity.

c. No party shall be deemed to be in default in its performance under this Agreement where nonperformance is due to an unavoidable delay. Unavoidable delay

means any circumstance beyond the reasonable control of the party which causes a delay in performance under this Agreement, including, without limitation, war, strikes, lock-outs, riots, floods, earthquakes, fires, acts of terrorism, casualties, labor disputes, embargoes, tornadoes, acts of God or any other causes beyond the reasonable control of the parties.

d. This Agreement may be terminated by City or KCATA with written notice, as provided in Section 18, to the other parties in the event that the Federal funds identified herein are no longer available.

e. This Agreement may also be terminated for convenience upon the mutual written agreement of the parties hereto.

**12. ANTI-DISCRIMINATION.**

KCATA and City shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national, origin, disability or marital status.

**13. AUDIT.**

a. The City Auditor, City Manager, and KCATA auditors, or its agents, shall have the right to audit this Agreement and all books, documents and records relating thereto;

b. KCATA and City shall maintain all books, documents and records relating to this Agreement during the term of the Agreement and for three years thereafter from the date of transmission of the final expenditure report;

**14. SEVERABILITY OF PROVISIONS.** Except as specifically provided herein, 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

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remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**15. PREVAILING WAGE.** Each party to this Agreement shall comply in all respects, when applicable, or unless superseded by federal requirements, with the Prevailing Wage Laws of the State of Missouri, Section 290.210 to 290.340, RSMo., 2000, as amended, and any federal prevailing wage laws that apply to applicable work. Each party agrees that the other parties shall not be responsible for assisting in providing any required documentation necessary to demonstrate compliance with the Prevailing Wage Laws.

**16. BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest, provided no party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other parties.

**17. REPRESENTATIONS AND WARRANTIES.** City and KCATA each 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.

**18. NOTICES.** Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered personally or deposited in the United States Mail, either certified or registered mail, postage prepaid, overnight delivery service, return receipt requested, or by facsimile, addressed as follows:

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City: City Manager  
29th Floor, City Hall  
414 East 12th Street  
Kansas City, MO 64106

with a copy to: Director of Public Works  
20<sup>th</sup> Floor, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, MO 64106

with a copy to: City Attorney  
414 East 12th Street, Suite 2800  
Kansas City, MO 64106

with a copy to: Deputy Director  
20<sup>th</sup> Floor, City Hall  
414 East 12th Street  
Kansas City, MO 64106

KCATA: CEO / President  
Kansas City Area Transportation Authority  
1200 E. 18th Street  
Kansas City, MO 64108

with a copy to: Senior Vice President  
Kansas City Area Transportation Authority  
1200 E. 18th Street  
Kansas City, MO 64108

and a copy to: Chief Financial Officer  
Kansas City Area Transportation Authority  
1350 E. 17th Street  
Kansas City, MO 64108

and a copy to: General Counsel  
KCATA  
1200 E. 18<sup>th</sup> Street  
Kansas City, MO 64108

**19. AMENDMENT.** This Agreement shall not be amended, modified or canceled without the written consent of all parties to this Agreement.

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**20. MISCELLANEOUS.** Each party to this Agreement agrees to perform any further acts and deliver any additional documents which may be reasonably requested to carry out the provisions of this Agreement. The terms and conditions contained and incorporated herein constitute the entire agreement of the parties and supersede all prior written and oral agreements and understandings relating to the subject matter hereof. The captions at the beginning of each Section are used for convenience only and are not to be used in attempting to construe any part of this Agreement. Unless the context indicated otherwise, words importing the singular number shall include the plural and words of masculine gender shall be deemed and construed to include the feminine and neuter genders and vice versa.

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

**CITY OF KANSAS CITY, MISSOURI,**  
a constitutional charter municipal  
corporation of the State of Missouri

**KANSAS CITY AREA TRANSPORTATION AUTHORITY,**  
a body corporate and politic

By: \_\_\_\_\_  
Brian Platt  
City Manager

By: \_\_\_\_\_  
NAME  
TITLE

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Corporate Secretary

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## ATTACHMENT 1

### TRANSIT AND TRANSPORTATION INFRASTRUCTURE PROJECTS TO BE FUNDED BY KCATA

1. City-Led Transit and Transportation Infrastructure. \$22.5 million

Funding to be provided to the City from KCATA for Transit and Transportation related infrastructure for such projects as traffic signal upgrades, road resurfacing including bus stop pads, more efficient pedestrian and roadway lighting, etc. to be installed and/or constructed by the City. The \$22.5 Million will be paid to the City by KCATA from local monies in two installments; one for \$11.25 million to be paid during City fiscal year 2022/2023 that begins May 1, 2022, and the second for \$11.25 million to be paid during City fiscal year 2023/2024 that begins on May 1, 2023. Payments from KCATA will be made within 30 days of KCATA's receipt of an invoice from the City.

2. Riverfront Streetcar Extension Additional Funding. \$6 million.

KCATA will provide \$6 million in additional funding for the Riverfront Streetcar Extension. This funding will be reflected in an amendment to the current KC Riverfront Streetcar Extension Cooperative Agreement among the City, PortKC, and KCATA. KCATA as recipient of the Riverfront Streetcar Extension project funding, including federal grant funds, will apply this additional funding directly to the project. The funding may be from federal funds available to KCATA for such transit capital projects will be provided over a multi-year period.

3. Grand Blvd. Bicycle and Pedestrian Bridge Project. \$4 million.

KCATA will provide the City with \$4 million for this transportation infrastructure project that is managed by the City. The funding will be provided over the expected three-year life of the project. KCATA may use available federal funds to fulfill this funding obligation with the required local match being provided from local funds provided for the project from sources other than KCATA. If federal funding is applied, federal requirements will apply to the project and to the disbursement and drawdown of such funds. A separate agreement with more specifics on the funding and timing for the Grand Blvd. Bicycle and Pedestrian Bridge project may be executed by the parties that are funding the project.