

Cooperative Agreement b/w KCMO and Leawood
For Bridges 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 Mo. Rev. Stat. 70.220 of the Missouri Revised Statutes (RSMo.) to enter into this Agreement for routine maintenance and inspection of border bridges listed on the national bridge inventory; 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 bridges 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, or near, State Line Road, abutting both cities; and

WHEREAS the Governing Bodies of both cities have previously approved the installation of the bridges; and

WHEREAS, the maintenance, repair and replacement of bridges existing on both sides of State Line Road is necessary, and such care of only a portion of a bridge 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 bridges located along State Line Road and by the City of Kansas City, Missouri assuming responsibility for other bridges located along State Line Road.

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 bridges, 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 inspection, maintenance, and financial responsibilities between the Parties pertaining to bridges at each location listed in Appendix A.
4. **MAINTENANCE:** The Party responsible for maintenance of each bridge as designated in Appendix A shall be responsible for all work and expense necessary to perform any required inspections and to maintain the bridge. The results of all federally required inspections shall be shared with the other Party.

5. DISPOSAL OF PROPERTY ON AGREEMENT TERMINATION: Upon termination of the Agreement, the cities of Kansas City and Leawood, being the owners of the bridges under this Agreement, shall mutually agree upon disposition of the property that is the subject of this Agreement. Unless otherwise agreed by the Parties or if the Parties are unable to reach an Agreement relative to the property, the Parties will retain ownership of the property that is within their boundaries.

6. 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 official designated to administer said public project.

7. 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:
B Michael Shaw
4A64D1A112542C
Michael Shaw, Director of Public Works

Attest: _____
Stephen Powell, City Clerk

DocuSigned by:
A Marilyn Sanders
74D01F4A1E1499
Marilyn Sanders, City Clerk

Approved as to form:

Approved as to form:

Patricia A. Bennett, City Attorney

Dustin Johnson, Assistant City Attorney

Appendix A

Bridge No. KS	Bridge No. MO	Lat	Long	KCMO Structure No.	Agency Responsibility		
					Inspections	Maintenance	Ownership
415450463151014	25495	38.575606	094.362926	S149B41	100% KCMO	100% KCMO	50% KCMO/ 50% Leawood
415450463151032	35994	38.581495	094.362930	S149B31	100% Leawood	100% Leawood	50% KCMO/ 50% Leawood
415450463151010	35992	38.561946	094.362940	N/A	100% Leawood	100% Leawood	100% Leawood
415450463151011	35993	38.561882	094.363048	N/A	100% Leawood	100% Leawood	100% Leawood