CCO Form: FS27 Approved: 05/02 (BDG) Revised: 03/17 (MWH) Modified: 04/22 (MWH) Platte County City of Kansas City Project STP 3374(402)

CFDA Number:CFDA #20.205CFDA Title:Highway Planning and ConstructionAward name/number:STP 3374(402)Award Year:2020Federal Agency:Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM SUPPLEMENTAL AGREEMENT #2

THIS SUPPLEMENTAL AGREEMENT #2 is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Kansas City (hereinafter, "City")

WITNESSETH:

WHEREAS, on May 22, 2015 the Commission and the City previously entered into a STP-Urban Funds Agreement as to public improvements designated as STP 3374(402), for Rt 45/I-29 Interchange Phase II improvements including realigning the interstate ramps and Prairie View Road, (hereinafter, "Original Agreement");

WHEREAS, on June 2, 2019 the Commission and the City previously entered into a STP-Urban Program Supplemental Agreement <u>#2018-10-46294</u> as to public improvements designated as STP-3374(402), for Rt 45/I-29 Interchange Phase II improvements including realigning the interstate ramps and Prairie View Road, (hereinafter, "Supplemental Agreement");

WHEREAS, on June 28, 2019 the Commission and the City previously entered into a Road Relinquishment Agreement <u>#2018-10-46322</u> for portions of Roanridge Road;

WHEREAS, on December 20, 2019 the Commission and the City previously entered into a Maintenance Agreement <u>#2019-11-54458</u> for portions of Roanridge Road; and

WHEREAS, the Commission and the City now desire to revise the Original Agreement as provided in this Supplemental Agreement #2.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) <u>REVISION</u>: Paragraph (13) <u>REIMBURSEMENT</u> of the Original Agreement is hereby removed in its entirety and replaced with the following:

(13) <u>REIMBURSEMENT</u>: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$2,750,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The Commission has agreed to provide funding to share in the costs of the I-29 and Route 45 Interchange operational improvements that are included in the plan drawings prepared by the Commission and attached hereto as Exhibit D and incorporated herein by reference. The City shall take ownership of portions of Roanridge Road further explained below:

The Commission will relinquish segments of Roanridge Road to the City, approximately 2.75 miles in length. The details of the relinquishment are provided for in the Missouri Highways and Transportation Commission Road Relinquishment Agreement between the Commission and the City

(C) The Commission will reimburse the City up to a maximum contribution not to exceed one million seven hundred forty-one thousand four hundred sixty-seven hundred dollars and seventy-three cents (\$1,741,467.73) towards the construction costs of the project in State Fiscal Year 2020, but no earlier than August 15, 2019, through Job No. J4I3086. The City shall submit invoices documenting project expenditures and the Commission will only reimburse up to the abovementioned maximum amount.

(D) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(2) <u>REVISION</u>: Exhibit D attached to the Original Agreement is hereby removed and replaced with the Exhibit D attached hereto.

(3) <u>ORIGINAL AGREEMENT</u>: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement #2, the Original Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement #2 as if fully written in this Supplemental Agreement #2.

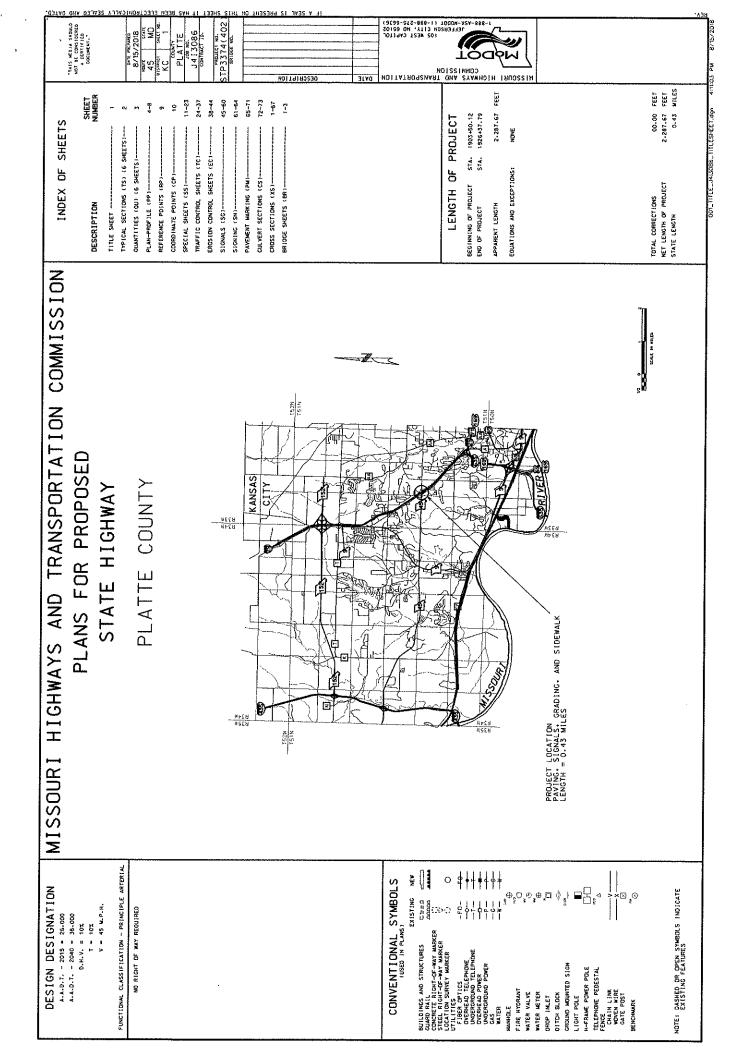
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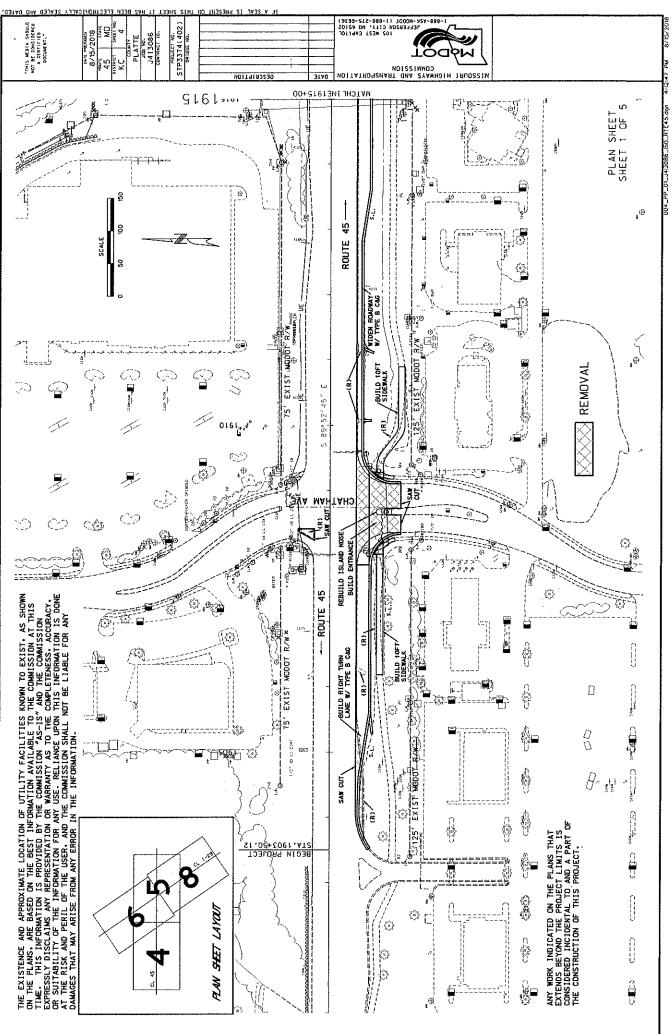
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

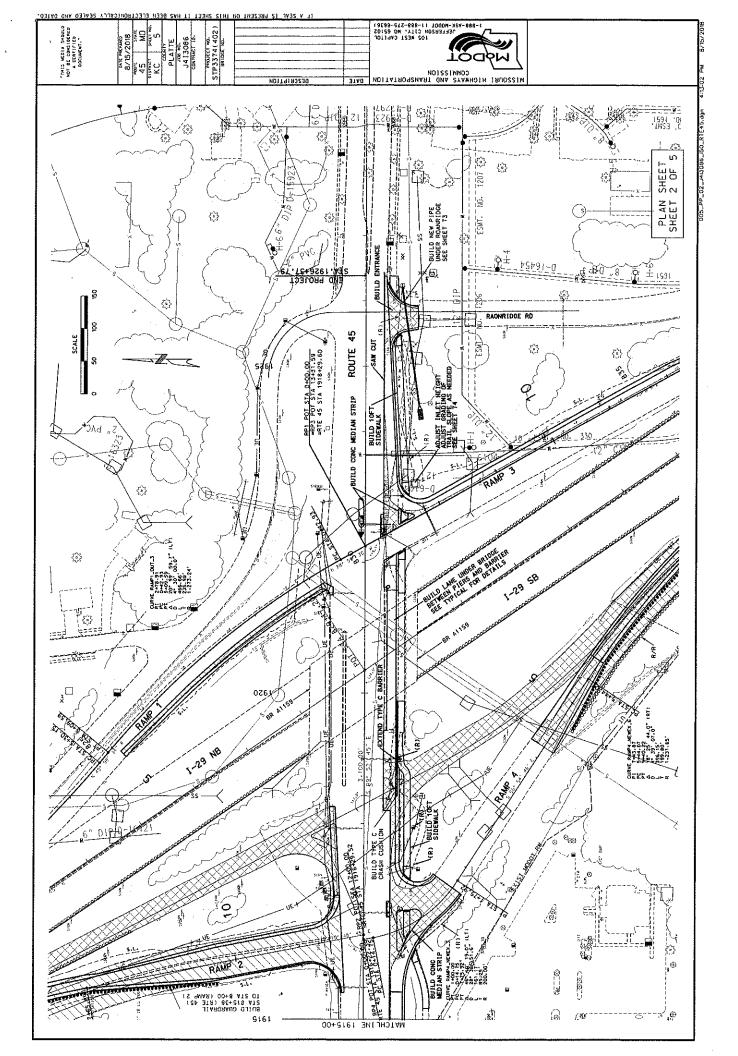
Executed by the City on		_(DATE).
Executed by the Commission on		_(DATE).
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF KANSAS CITY	
	Ву	
Title:	Title:	
ATTEST:	ATTEST:	
Secretary to the Commission	By	
Approved as to Form:	Approved as to Form:	
Commission Counsel	Title:	

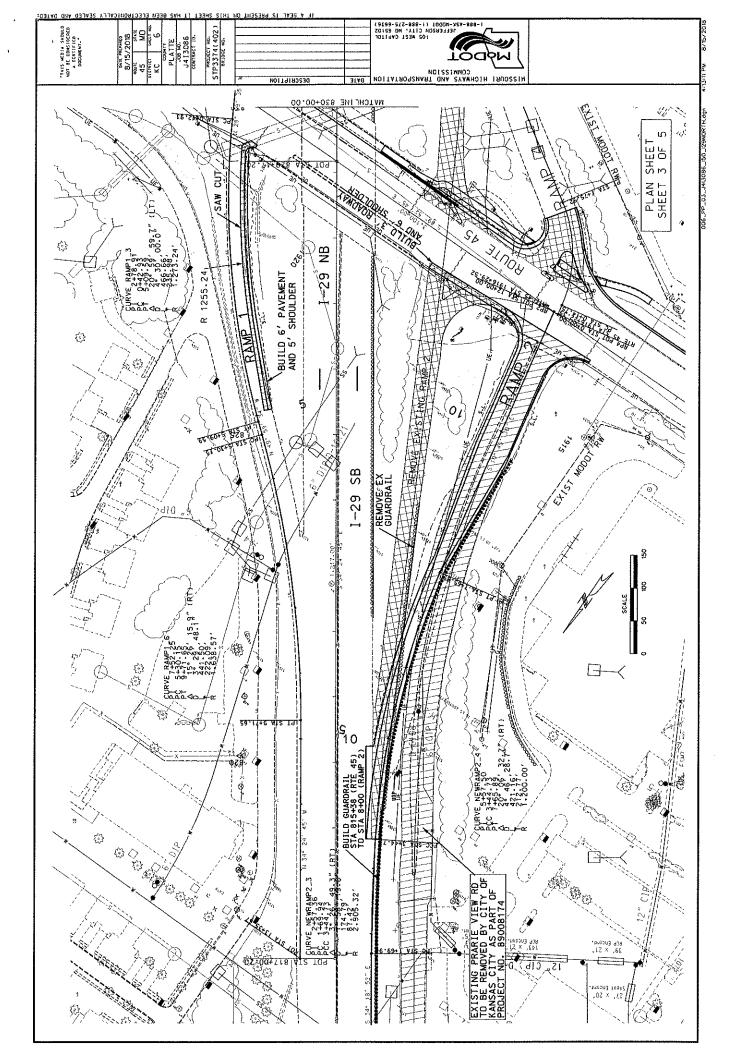
Ordinance No.:_____

Exhibit D









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