

CCO Form: FS27
Approved: 05/02 (BDG)
Revised: 10/22 (MWH)
Modified:

Jackson County
City of Kansas City
Project STP 3301(509)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP 3301(509)
Award Year: 2023
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STBG PROGRAM
SUPPLEMENTAL AGREEMENT**

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

WITNESSETH:

WHEREAS, on February 17, 2023, the Commission and the City previously entered into a STBG Program Agreement # 2023-01-75675 as to public improvements designated as STP 3301(509), for the construction of Waldo Road, (hereinafter, "Original Agreement"); and

WHEREAS, on June 13, 2023, the Missouri STP Priorities Committee recommended project STP 3301(509) be awarded three million four hundred fifty thousand dollars (\$3,450,000) in additional STBG funding; and

WHEREAS, the Commission and the City now desire to revise the Original Agreement

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

(1) REVISION: Subparagraph (A) under paragraph (12) REIMBURSEMENT of the Original Agreement is hereby removed and replaced with the following:

(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 **eighty percent (80%)** not to

exceed **five million four hundred fifty thousand dollars (\$5,450,000.00)**. 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.

(2) REVISION: Subparagraph (C) under paragraph (12) REIMBURSEMENT is hereby added to the Original Agreement and shall state as follows:

(C) Of the five million four hundred fifty thousand dollars (\$5,450,000) in STBG Federal Funds awarded to STP 3301(509), three million four hundred fifty thousand dollars (\$3,450,000) was awarded on June 13, 2023, by the Missouri STP Priorities Committee under the stipulation that the additional funds must be submitted for FHWA obligation before September 1, 2023. If the additional funds are not obligated, they will be rescinded, and the Commission is under no obligation to continue with the project.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, 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 as if fully written in this Supplemental Agreement.

Remainder of Page Intentionally Left Blank

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

Executed by the City on 2023-07-25 | 12:10 PM CDT DATE.

Executed by the Commission on 2023-08-03 | 8:23 AM CDT DATE.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

CITY OF KANSAS CITY

DocuSigned by:
Eric E. Schroeter
3F8CCFE9629E499...

DocuSigned by:
Michael Shaw
By 4A64D1E309264C2

Title: Assistant Chief Engineer

Title: Director of Public Works

ATTEST:

ATTEST:

DocuSigned by:
Paula Horton
A4666CD7996249B...

DocuSigned by:
Marilyn Sanders
By EAB6133FE49D465...

Secretary to the Commission

Title: city clerk

Approved as to Form:

Approved as to Form:

DocuSigned by:
Megan L. Waters-Hamblin
BA34EE9EF9E5467...

DocuSigned by:
Dustin E. Johnson
3A61B8033EBF457...

Commission Counsel

Title: Assistant City Attorney

Ordinance No.: 031283

ORDINANCE NO. 031283

Authorizing the Director of Public Works to act as the City's representative to accept grants and execute grant agreements that aid in the development of Missouri transportation issues in accordance with the Federal Highway Administration's Surface Transportation Program, the Federal Aid Urban Program, the Federal-Aid Highway Act, the Congestion Mitigation and Air Quality Act, the Surface Transportation Program Enhancement Funds Program, the Transportation Community and System Presentation Program, and any additional federally-funded programs administered by the Missouri Department of Transportation (MoDOT).

WHEREAS, MoDOT, for the Federal Highway Administration, administers the Surface Transportation Program, the Federal Aid Urban Program, the Federal Aid Highway Act, the Congestion Mitigation and Air Quality Act, the Surface Transportation Program Enhancement Funds, and the Transportation Community and System Presentation Program, and any additional federally-funded programs administered by MoDOT; and

WHEREAS, the Missouri Department of Transportation requires an official designation by the City of the person to be responsible for the acceptance of grants and execution of grant agreements; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to accept grants and execute grant agreements on behalf of the City of Kansas City, Missouri, with the Missouri Department of Transportation acting on behalf of the Federal Highway Administration to aid in the development of Missouri transportation issues, in compliance with the Surface Transportation Act, the Federal Aid Urban Program, the Federal-Aid Highway Act, the FHWA Congestion Mitigation and Air Quality Act, the Surface Transportation Act Enhancement Funds Program, and the Transportation Community and System Presentation Program, and any other federally-funded programs administered by MoDOT.

Approved as to form and legality:

Authenticated as Passed



Kay Barnes
BARNES, Mayor

James M. Brady
James M. Brady
Assistant City Attorney

[Signature]
City Clerk

DATE PASSED **DEC 18 2003**

Certificate Of Completion

Envelope Id: 981664B35DE745D0A69EED623B8F7C94
 Subject: STP 3301(509) Wornall - Complete with DocuSign: 2023-07-80444.pdf
 Source Envelope:
 Document Pages: 4 Signatures: 6
 Certificate Pages: 6 Initials: 0
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

 Envelope Originator:
 Marisela Ward
 1860 Michael Faraday Drive
 Suite 100
 Reston, VA 20190
 marisela.ward@modot.mo.gov
 IP Address: 168.166.80.221

Record Tracking

Status: Original
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 Holder: Marisela Ward
 marisela.ward@modot.mo.gov

Location: DocuSign

Signer Events

Michael Shaw
 Michael.shaw@kcmo.org
 Director of Public WORks
 Security Level: Email, Account Authentication (Optional), Access Code

Signature

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 Signed: 7/18/2023 9:24:25 AM

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Dustin E. Johnson
 dustin.e.johnson@kcmo.org
 Assistant City Attorney
 Security Level: Email, Account Authentication (Optional), Access Code


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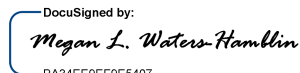
Marilyn Sanders
 Marilyn.sanders@kcmo.org
 City Clerk
 Security Level: Email, Account Authentication (Optional), Access Code

DocuSigned by:

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 Signed: 7/25/2023 12:10:56 PM

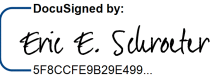
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Megan L. Waters-Hamblin
 Megan.Waters-Hamblin@modot.mo.gov
 Senior Administrative Counsel
 Missouri Department of Transportation
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:

 BA34EE9EF9E5407...
 Signature Adoption: Pre-selected Style
 Using IP Address: 168.166.80.221

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 Signed: 8/1/2023 8:50:27 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Eric E. Schroeter Eric.Schroeter@modot.mo.gov Assistant Chief Engineer Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p>	<p>DocuSigned by:  5F8CCFE9B29E49B...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 207.242.119.126</p>	<p>Sent: 8/1/2023 8:50:29 AM Viewed: 8/1/2023 3:58:35 PM Signed: 8/1/2023 3:58:43 PM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Pamela J Harlan Pamela.Harlan@modot.mo.gov Secretary to the Commission Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p>	<p>DocuSigned by:  A4666CD7996249B...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 168.166.80.221</p>	<p>Sent: 8/1/2023 3:58:45 PM Resent: 8/3/2023 6:35:44 AM Viewed: 8/3/2023 8:23:17 AM Signed: 8/3/2023 8:23:22 AM</p>
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Accepted: 12/22/2021 11:42:38 AM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Dana Kaiser Dana.Kaiser@modot.mo.gov Senior Executive Assistant Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/1/2023 8:50:29 AM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Jennifer Jorgensen jennifer.jorgensen@modot.mo.gov Asst Secretary to the Commission MoDOT Security Level: Email, Account Authentication (Optional)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/1/2023 3:58:46 PM</p>
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/3/2023 8:23:17 AM
Signing Complete	Security Checked	8/3/2023 8:23:22 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	8/3/2023 8:23:22 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

**Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.