

**BISTATE SUSTAINABLE REINVESTMENT CORRIDOR PLANNING
PROJECT
2022 RAISE GRANT PARTNER AGREEMENT**

AGREEMENT

PARTIES: **City of Independence, Missouri**, hereinafter referred to as the “Partner”

 Mid-America Regional Council, hereinafter referred to as “MARC”

PURPOSE: The Bistate Sustainable Reinvestment Corridor Planning Project (here in after known as “the project”) will use 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Federal discretionary grant program funds awarded to MARC by the US Department of Transportation to support planning and project development activities for a proposed zero emission transportation corridor to connect activity centers and neighborhoods along a corridor from the Village West district in Wyandotte County, Kansas through downtown Kansas City, Kansas, downtown Kansas City, Missouri, southern Sugar Creek, Missouri and Truman Square in Independence, Missouri (hereinafter known as ”the corridor”). Funds received will be used to conduct conceptual planning, environmental documentation and preliminary engineering activities as detailed in Article I.

The project is intended to facilitate the following objectives:

- Prepare plans and strategies to utilize new Federal infrastructure funding to provide a generational opportunity to invest in coordinated, comprehensive transportation, housing, workforce, broadband, green infrastructure, public safety and economic development strategies to support equitable growth and redevelopment of promising but disadvantaged neighborhoods along a significant regional East-West corridor.
- Accelerate implementation of extensive community-based plans that have already been conducted throughout the corridor.
- Prepare for focused capital and operations investments along and connected to this corridor to enhance its capacity to catalyze growth and opportunity throughout the Kansas City metropolitan area using sustainable strategies.

EFFECTIVE Parties mutually agree to Articles I, II, and III in accordance with this Agreement from the (start date) until the (end date).

ARTICLE I

PARTNER AGREES:

1. To provide a primary project contact and coordinate with MARC’s project manager and the project’s planning and preliminary engineering teams along with appropriate internal

management and leadership within the Partner's jurisdiction.

2. To assist MARC and its planning and preliminary engineering teams with project communications and community engagement activities within the Partner's jurisdiction.
3. To participate in project management and provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal/state requirements regarding the corridor project.
4. To waive any and all permit expenses in connection to the planning and engineering phases of the project.
5. To provide final approval of project deliverables.
6. To the extent allowed by law, the Partner shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by the Partner under this Agreement, caused by the Partner, its employees, agents, subcontractors, or caused by others for whom the Partner is liable. Notwithstanding the foregoing, the Partner is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees.

ARTICLE II

MARC AGREES:

1. To provide a project manager, conduct project and program management.
2. To work with the Federal Transit Administration (FTA) to secure funding for administration, planning, community engagement and preliminary engineering contracts.
3. To work with FTA and Partner jurisdictions to procure planning, community engagement and engineering services,
4. MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.
5. To ensure project partners' agreements adequately cover program terms and costs,
6. To allocate RAISE funds for project planning activities within the Partner's jurisdiction as shown in Exhibit A.
7. To manage project development activities and requirements,
8. To ensure that project consultants and contractors follow applicable federal, state and local laws.
9. To accept project completion only with Partner approval.
10. To the extent allowed by law, MARC shall defend, indemnify, and hold harmless the Partner and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the Partner for the negligent acts of the Partner or any of its agencies, officials, officers, or employees.
11. MARC shall procure and maintain, and shall require its contractors to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the

types and amounts specified below. MARC shall ensure that the Partner is named as an additional insured.

1. Commercial General Liability Insurance: with limits of \$3,000,000 per occurrence and \$3,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability,
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$3,000,000.
 - d. No Contractual Liability Limitation Endorsement,
 - e. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.
2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
 - a. Workers' Compensation Statutory
 - b. Employers' Liability with limits of:
 - i. \$100,000 each accident
 - ii. \$500,000 disease –policy limit
 - iii. \$100,000 disease - each employee
3. Commercial Automobile Liability Insurance: with a limit of \$3,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Cooperative Agreement.
4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ 2,000,000.

Regardless of any approval by the Partner, it is the responsibility of MARC to ensure that the required insurance coverage is procured and maintained in effect at all times. In the event MARC fails to ensure that the required insurance is procured and maintained in effect, or that Partner is named as an additional insured, the Partner may order that the construction of the Improvements immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

ARTICLE III

BOTH PARTIES MUTUALLY AGREE:

1. The Partner will provide non-federal matching funds to participate in the project in an amount of \$350,000.
2. This Agreement and all contracts entered into under provisions of this Agreement shall be binding upon the Partner and MARC.

3. This Agreement is pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and Section 70.210 et. Seq
4. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.
5. Parties to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations will be honored up to the effective date of termination.
6. No third-party beneficiaries are intended to be created by this Agreement, nor do parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to terms or provisions of this Agreement.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

Mid-America Regional Council

City of Independence, Missouri

David Warm
Executive Director

Name

Title

Date: _____

Date: _____

Attest: _____