

MID-AMERICA REGIONAL COUNCIL'S
PLANNING AND ENVIRONMENTAL LINKAGES STUDY

AGREEMENT 17107

PARTIES: City of Kansas City, Missouri, hereinafter referred to as the "City"

Mid-America Regional Council, hereinafter referred to as "MARC"

PURPOSE: The Surface Transportation Program (here in after known as "STP") program provides local governments with financial support to advance planning and project development activities in support of Transportation Outlook 2040. Funds received will be used to advance local planning efforts in support of the "Broadway Extension Bridge/U.S. 169 & I-70 North Loop Planning Environmental Linkages" Study, as detailed in Exhibit A.

The Study looks to determine a "Purpose and Need Statement" and further identify and screen reasonable alternatives for future NEPA work on US-169 and I-70. The "PEL" study limits consist of an area generally from US-169 & I-29 interchange to 5th/6th Street in Clay/Jackson Counties in Missouri and on I-70 from I-670/I-70 interchange in Wyandotte County, Kansas to US-71/I-670 interchange in Jackson County, Missouri.

EFFECTIVE The parties mutually agree to Articles I, II, and III in accordance with this Agreement from the 1 day of August, 2016 until the 28th day of February, 2018.

ARTICLE I

CITY AGREES:

1. To fund their portion of the STP program's required local match of \$850,000 with a one-time payment with the delivery of this agreement to MARC;
2. That any change order or request for additional services must be submitted through MARC to the contracted consultant. If the resulting change order or request for additional services requires additional funding and the City agree that the change order or request for additional services is necessary, payment shall be the responsibility of the City;
3. To provide a project representative to participate in the study's Project Management Team, and further coordinate with any Ad Hoc Advisory Body and the consultant team;
4. To provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal requirements regarding the PEL study;
5. To participate in a selection committee to review consultant vendor proposals, interview prospective consultant vendors, and make final selection of vendor.

ARTICLE II

MARC AGREES:

1. To provide project management for the study;
2. To administer awarded Surface Transportation funding of \$3,000,000, unless state or federal funding sources withdraw funding;
3. To coordinate and conduct consultant selection process to meet state and federal procurement requirements in the use of federal funds that includes but is not limited to debarment and Disadvantaged Business Enterprise (DBE) requirements. MARC agrees to consult with City on contract terms and that City will

have final approval on contract amounts. MARC will not select, amend, change, or modify any contracts without the express written consent of the City;

4. To provide oversight of federal requirements that governs the use of federal funds in connection with the Surface Transportation Program;
5. To administer consultant invoicing and reimbursement process per state and federal guidelines; and
6. To accept consultant deliverables only with Project Management Team approval.

ARTICLE III

BOTH PARTIES MUTUALLY AGREE:

1. That this Agreement and all contracts entered into under provisions of this Agreement shall be binding upon **City of Kansas City, Missouri**, and MARC; and
2. That no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
3. This Agreement shall be construed according to the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and MARC: (1) shall submit exclusively to the jurisdiction of the state and federal courts located in Jackson County, Missouri and no other; (2) shall waive any and all objections to jurisdiction and venue; and (3) shall not raise forum non conveniens as an objection to the location of any litigation.
4. The City, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation and "error and omissions", which shall be so stated on the consultant Certificate of Insurance, with evidence of such policy endorsement provided to the City.
5. City reserves the right to terminate this Agreement upon the withdrawal of state or federal funding. If state or federal funding is withdrawn, MARC shall refund the local match of \$850,000 minus any local match funds used to match expended federal STP funds.

[SIGNATURES BEGIN ON NEXT PAGE]

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

David Warm
David Warm, Executive Director

Date: 8-1-16

City of Kansas City, Missouri

Troy M. Schulte
Troy Schulte, City Manager

Date: 10-6-16

APPROVED AS TO FORM:

Kathleen Chalk
Assistant City Attorney

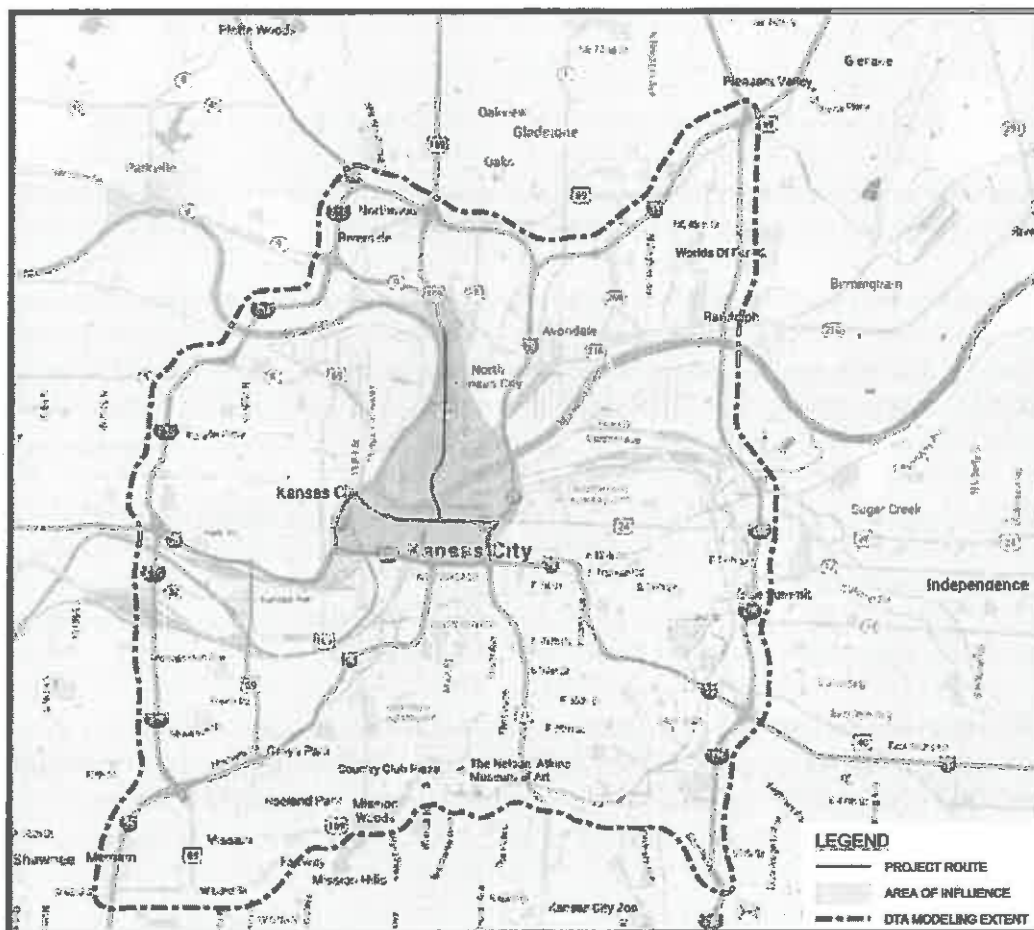
I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

For [Signature] 10-11-16
Director of Finance

EXHIBIT A

General Scope of Work

The objective of this project is to complete a Planning and Environmental Linkages (PEL) study to position MARC and its partners for future work to finalize National Environmental Policy Act (NEPA) documentation for segments of independent utility within the study area.



The PEL study area is approximately defined by the US-169/MO Route 9 interchange in the north to the I-70/I-670 interchange in the east and I-70/I-670 interchange in the west (area of influence).

The PEL Study will focus on development of a strategic plan that identifies and evaluates reasonable alternatives for US-169 corridor, including access connections to the Downtown Airport, replacement or reuse of the Broadway Extension Bridge, and the connection to the 5th/6th street interchange. The study shall also focus on the I-70 corridor, including its connection to the US-169 corridor and the downtown loop, improvement of traffic flow and better connection of the street grid between River Market and downtown Kansas City. Additional issues to be considered as part of this study include, access to the Port of Kansas City, airspace around Downtown Airport, Missouri River Navigation, bicycle and pedestrian accommodations on major bridges, impacts to transit and railroads, recommendations and plans from KDOT's Lewis and Clark Viaduct Study and potential downtown interstate access and routing, including on I-35. The proposed improvements should account for future access, mobility, safety, system preservation and redevelopment.

ORDINANCE NO. 160326

Authorizing the City Manager to enter into a cooperative agreement with the Mid-America Regional Council (MARC) for the Broadway Extension Bridge/U.S. 169 & I-70 North Loop Project; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, over sixty-five years ago the City of Kansas City embarked on the planning of many urban highway transportation projects which included the Broadway and Paseo Bridges and the 6th Street Freeway, which eventually became I-70 and is now known as the North Loop; and

WHEREAS, those assets are reaching the end of their useful life and the Broadway Bridge has pressing maintenance and load capacity issues, was originally constructed without safe accommodations for bicyclists and pedestrians, and was designed to specifically serve the Charles B. Wheeler Downtown Airport; and

WHEREAS, completion of the Broadway Extension to I-29 created operational access issues for Airport patrons, tenants, and visitors; and

WHEREAS, in order to evaluate replacement/rehabilitation options for the Broadway Bridge and North Loop and to improve access to the Airport, the City of Kansas City, Missouri has secured a \$3,000,000.00 Federal Surface Transportation Grant through MARC to complete a Planning and Environmental Linkages (PEL) Study to look at the Broadway Bridge, North Loop, and interactions between the interstate and local street systems; and

WHEREAS, the PEL study is the first step in Federal Highway Administration environmental process and construction process and will complete National Environmental Policy Act (NEPA) documentation for segments of independent utility, evaluation of potential socio-economic and historical impacts, evaluation of alternatives, and community input; and

WHEREAS, MARC, as the metropolitan planning organization, is well suited to coordinate the PEL study which impacts KDOT, MoDOT, Unified Government of Kansas City Kansas/Wyandotte County, and the City; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to execute an \$850,000.00 cooperative agreement with the Mid-America Regional Council for the U.S. 169 Broadway Bridge/I-70 North Loop Project from funds previously appropriated to the following accounts:

AL-3433-898044-B-64016004	Development CD4	\$650,000.00
16- 8300-627270-B-62160460	KCI Capital Improvements	<u>200,000.00</u>
	TOTAL	\$850,000.00

ORDINANCE NO. 160326

Section 2. That this ordinance relating to the design, repair, maintenance or construction of a public improvement, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with that section.

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Randall J. Landes
Director of Finance

Approved as to form and legality:

Nelson V. Munoz
Assistant City Attorney