

COOPERATIVE AGREEMENT
(Rock Island Corridor Acquisition)

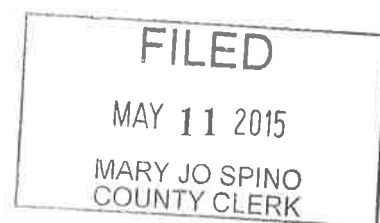
AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Charter County, hereinafter referred to as "the County" and the **MID-AMERICA REGIONAL COUNCIL**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional Planning Commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "MARC."

WHEREAS, the County and the Mid-America Regional Council (MARC) have been collaborating on efforts to bring a regional rail transit system to the Jackson County area; and,

WHEREAS, by Resolution 17495, dated February 7, 2011, and Resolution 17590, dated May 10, 2011, the Legislature did authorize a Memorandum of Understanding (MOU) and addenda thereto with MARC related to the implementation of strategies to adopt a long-range transit vision for the Jackson County and Kansas City area; and,

WHEREAS, MARC now recommends a sub-contract agreement with Parsons Brinckerhoff of Lenexa, KS, to assist MARC and the County with the preparation of a benefit analysis and grant application for a TIGER grant from the U.S. Department of Transportation, related to the Jackson County Rock Island Corridor Acquisition and Construction Project;

NOW THEREFORE, the parties hereto do mutually agree as follows:



1. **Services To Be Provided.** MARC shall enter into a sub-contract with Parsons Brinckerhoff of Lenexa, KS, to conduct a benefit cost analysis (BCA) including calculations, estimates, and narrative required to prepare the BCA section of the Transportation Investment Generating Economic Recovery (TIGER) grant and application documents, as is more fully set out in the document attached hereto as Exhibit A, and incorporated herein by reference.

2. **Terms of Payment.** Upon execution of this Agreement, the County shall pay to MARC the lump sum of \$38,000.00 for these services.

3. **Default.** If MARC shall default in the performance or observation of any term or condition of this Agreement, the County shall give MARC written notice setting forth the default and the correction required. If said default shall continue and not be corrected within 10 days of the receipt of the notice of default by MARC, the County may at its election terminate the contract and take such action in law or equity to recover all funds given to MARC under this contract but not used for the purposes set forth in the contract.

4. **Remedies for Breach.** MARC agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and MARC's failure to do so shall represent and constitute a breach of this Agreement. In such event, MARC consents and agrees as follows:

(1) The County may without prior notice to MARC immediately terminate this Agreement; and,

(2) The County shall be entitled to seek any available legal remedy and to

collect from MARC all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs, and expenses.

5. **Severability**. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

6. **Conflict of Interest**. MARC warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

7. **Term**. This Agreement shall be May 1, 2015, and terminate on December 31, 2015. This Agreement may be terminated prior to that date by either party upon written notice delivered fifteen days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed.

8. **Equal Opportunity**. In carrying out this Agreement, MARC shall insure that none of the benefits or services of the program are denied to any eligible recipient on the basis of race, color, religion, sex, age, handicap or national origin. MARC shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap or national origin, in terms and conditions of employment or termination, rates of pay or other forms of compensation, and selection for training including

apprenticeship. MARC shall in all solicitations or advertisements for employees placed by or on behalf of MARC state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

9. **Time of the Essence.** Timely performance of all duties provided herein is of the essence of this Agreement.


10. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, MARC assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, MARC shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

11. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and MARC shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of MARC during the performance of this Agreement.

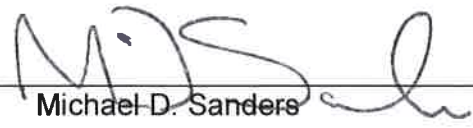
12. **Incorporation**. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and MARC have executed this Agreement this 11th day of May, 2015.

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

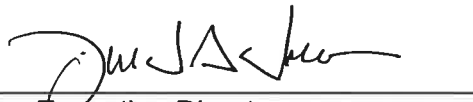
JACKSON COUNTY, MISSOURI

By 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of Legislature

MID-AMERICA REGIONAL COUNCIL

By 
Executive Director
Federal I.D. # 43-0976432

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this agreement is chargeable, 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 of \$38,000.00 which is hereby authorized.

May 7, 2015
Date


Director of Finance and Purchasing
Account No. 004-5104-56080

51042015005

Jackson County Rock Island Corridor Acquisition & Construction TIGER VII Application Proposed Scope of Work and Budget Estimate

The following provides a scope of work and budget for Parsons Brinckerhoff (PB) to develop a benefit-cost analysis (BCA) and prepare a TIGER application for Jackson County, Missouri's Rock Island Corridor Acquisition and Construction Project (Project).

Scope of Work

1. Benefit-Cost Analysis

This task includes the following services: calculations, estimates, and narrative necessary to prepare the BCA section of the TIGER grant application for the Project. For the BCA, PB will use its proprietary online tool – PRISM™, which uses “dollar equivalents” to analyze impacts and benefits in a customized manner across the Triple Bottom Line (i.e., environment, economy, and society). More information on the tool may be found at <http://prism.pbworld.net>.

PRISM's benefit-cost methodology is consistent with the most recent guidelines developed by USDOT, currently as described in the agency's TIGER guidelines. PB's methodology, particularly in the valuation of benefits, will be adapted to inputs specific to this project. The resulting analysis will provide the project's Benefit Cost Ratio (BCR) - the present value of incremental benefits divided by the present value of incremental costs. PB will provide a write-up that can be incorporated into the application as well as separate documentation detailing the assumptions used in the BCA (e.g. maintenance cost savings, travel time savings for rail and vehicles, fuel cost savings, safety benefits, and emissions reductions) that should be submitted as an appendix to the application.

In order to conduct the BCA, PB will require a number of data inputs, which is expected to be provided by Jackson County based on a previous submission with limited support from PB. Data needs will vary based on the nature of the project and its impacts. Upon receipt of Notice to Proceed and after initial consultation with Jackson County, PB will provide a list of data needs for the Project.

Estimated Fee (BCA)

PB estimates a budget of \$18,000 to perform the BCA for the Project. This fee assumes PB will conduct a full BCA. Actual fee may be lower depending on the availability and suitability of existing BCA spreadsheets and data inputs, as used for Jackson County's previous application submission.

2. Prepare Application Narrative

PB will hold primary responsibility for the development of the application sections for the final application in accordance with the application outline and guidelines set in the Notice of Funding Availability for the TIGER funding opportunity. This task will include research as needed to bolster the previous year's application and refinement of some Project elements as needed to increase

competitiveness of the application, such as technical feasibility and project risks. It also will include time for PB to help Jackson County refine the project scope as needed.

Jackson County will be a critical partner to ensure the application appropriately reflects Project conditions. Specifically, it is expected that Jackson County will make available any Project- or county-specific information necessary for PB to “make the case” for the Project. It is also assumed that Jackson County will be responsible for preparing the Pre-Application, with PB providing input as needed, as well as SF 424.

PB staff will prepare the final document for publication and submit it as an Adobe PDF file. Jackson County will provide any needed graphics at a suitable resolution and in a format that PB can use.

Estimated Fee (BCA)

PB estimates a budget of \$20,000 to prepare the application for the Project. This includes facilitating a kick-off workshop to refine the project scope and discuss content for the application narrative, including project benefits, risks, and readiness.

Total Fee and Schedule

The total fee for the proposed scope of work would be \$38,000 for preparation of both the BCA and application.

PB can initiate services immediately upon Notice to Proceed. It is assumed this would be granted the week of April 20, 2015.

PB will provide a final application and requisite supporting documentation to Jackson County by Wednesday, June 3, 2015, with one (1) interim draft provided in advance of this deadline for Jackson County’s review and county. The final package submitted to Jackson County will be appropriate for direct submission to Grants.gov.

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Mid-America Regional Council**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Mid-America Regional Council**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Dorothy Pope
Authorized Representative's Signature
Director of Financial Affairs
Title

Dorothy Pope
Printed Name
3-17-2015
Date

Subscribed and sworn before me this 17 day of MARCH, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 7.28.2017.

[Signature]
Signature of Notary

3-17-2015
Date
NANCY WEITZEL BURRY
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 13414121
My Commission Expires July 28, 2017