

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**Project / Facility Name:** MO FLAP JKSN LNGV(1)

**Project Route:** Longview Park Road

**State:** Missouri

**County(ies):** Jackson County, MO

**Owner of Federal Lands to which the Project Provides Access:** U.S. Army Corps of Engineers, Longview Lake

**Entity with Title or Maintenance Responsibility for Facility:** Jackson County, MO

**Type of Work:**

- **Construction:** Rehabilitate 3.3 miles of Longview Park Road and interior campground roads at Longview Lake in Jackson County, MO.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

**Parties to this Agreement:** FHWA-Eastern Federal Lands Highway Division (EFLHD), Missouri Department of Transportation (MoDOT), and Jackson County, MO

The Program Decision Committee approved this project on 6/19/2015.

**AGREED:**

*Patrick M. Gibson* 3-28-17  
 Director, Missouri Department of Transportation Date

*P. Smith* 3-30-17  
 ATTEST: Secretary to the Commission, MoDOT Date

*[Signature]* 3-27-2017  
 APPROVED AS TO FORM: Commission Counsel, MoDOT Date

*Frank White Jr.*  
 Frank White Jr. Jackson County Executive, Jackson County, MO Date

*K.A. Dandrea* 4/17/17  
 Chief of Business Operations, EFLHD Date

APPROVED AS TO FORM

*W. [Signature]*  
 County Counselor

ATTEST:

*Mary Jo Spino*  
 Clerk of the County Legislature

FILED  
 MAY 30 2017  
 MARY JO SPINO  
 COUNTY CLERK

#### **A. PURPOSE OF THIS AGREEMENT**

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Jackson County, MO agrees to provide a matching share equal to 19.31% of the total cost of the project, as detailed more fully in Section J below. FLAP project funds are not to exceed the approved amount of \$280,000.00. Before the expenditure of any funds for which reimbursement will be sought from FHWA, the parties agree to execute a separate obligating document. No reimbursement will be made for expenditures made prior to having an obligating document in place.

#### **B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204 and 226.150, RSMO and 227.030, RSMO, and article II, sections 16.29 and 16.33 of the Constitutional Home Rule Charter of Jackson County, Missouri.

#### **C. JURISDICTION AND MAINTENANCE COMMITMENT**

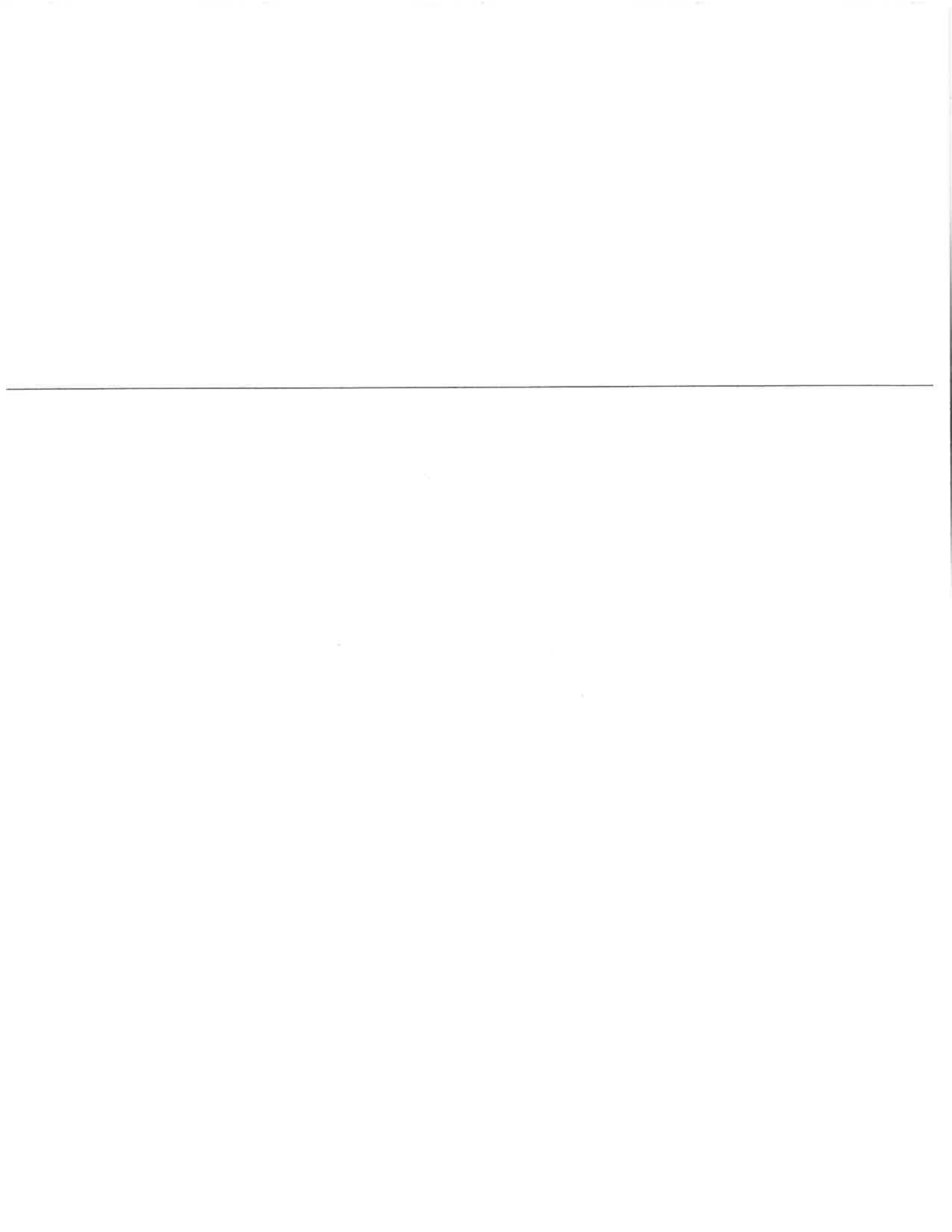
Jackson County, MO has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

#### **D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION**

The Missouri Department of Transportation and Jackson County, MO have coordinated project development with the U.S. Army Corps of Engineers, Longview Lake. The U.S. Army Corps of Engineers, Longview Lake, support of the project is documented per the signed letter dated February 10, 2015. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the U.S. Army Corps of Engineers, Longview Lake.

#### **E. PROJECT BACKGROUND/SCOPE**

This project involves rehabilitating 3.3 miles of Longview Park Road and interior campground roads on the U.S. Army Corps of Engineers property at Longview Lake in Jackson County, Missouri. The 3.3 mile section of Longview Park Road was originally constructed in 1984-85. The work consists of asphalt patching, milling, overlaying, and striping Longview Park Road and the interior campground roads.



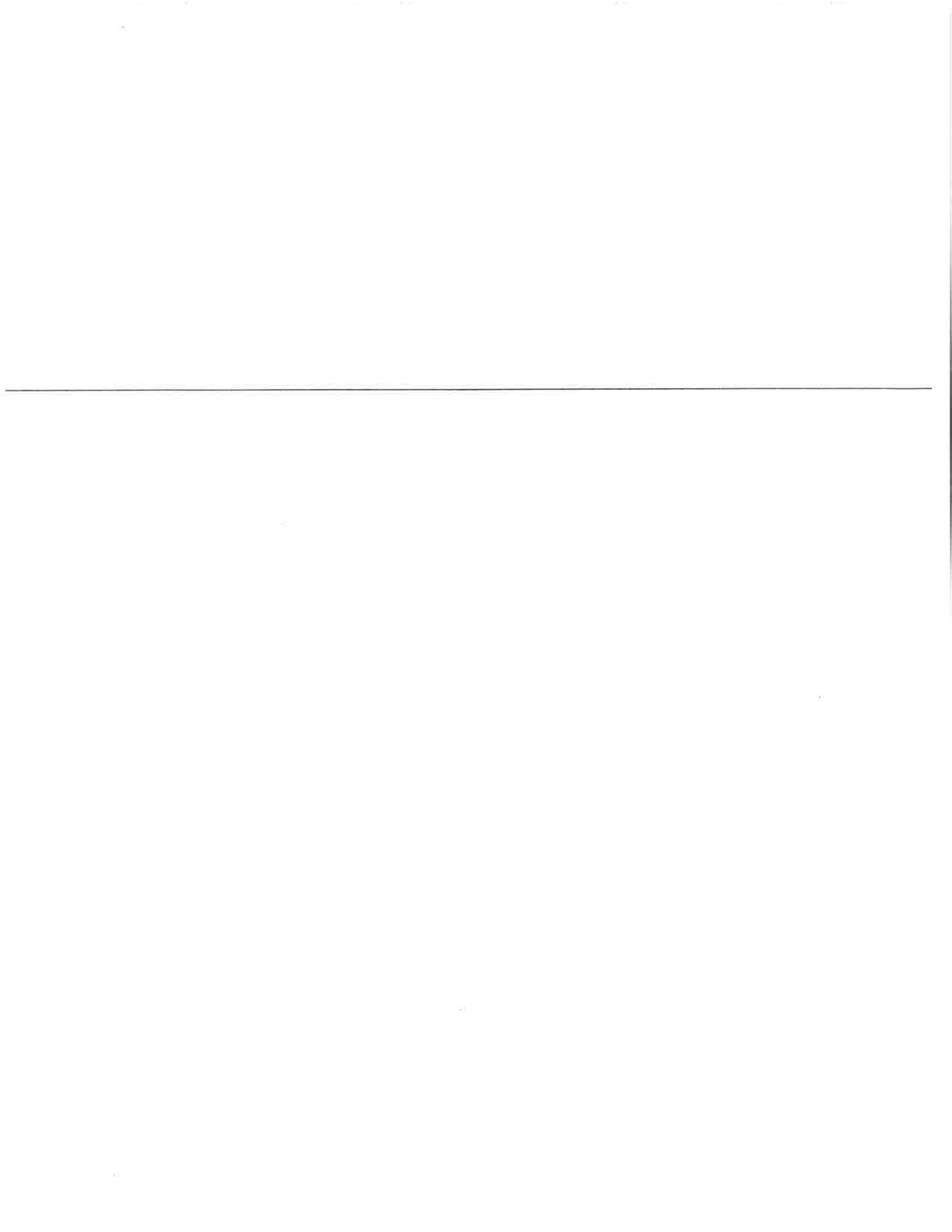
**F. PROJECT BUDGET**

Item	Estimate (\$)	Comments
EFLHD PROJECT MANAGEMENT	\$6,000.00	
CONSTRUCTION COSTS	\$342,500.00	
<b>TOTAL PROJECT COST</b>	<b>\$348,500.00</b>	

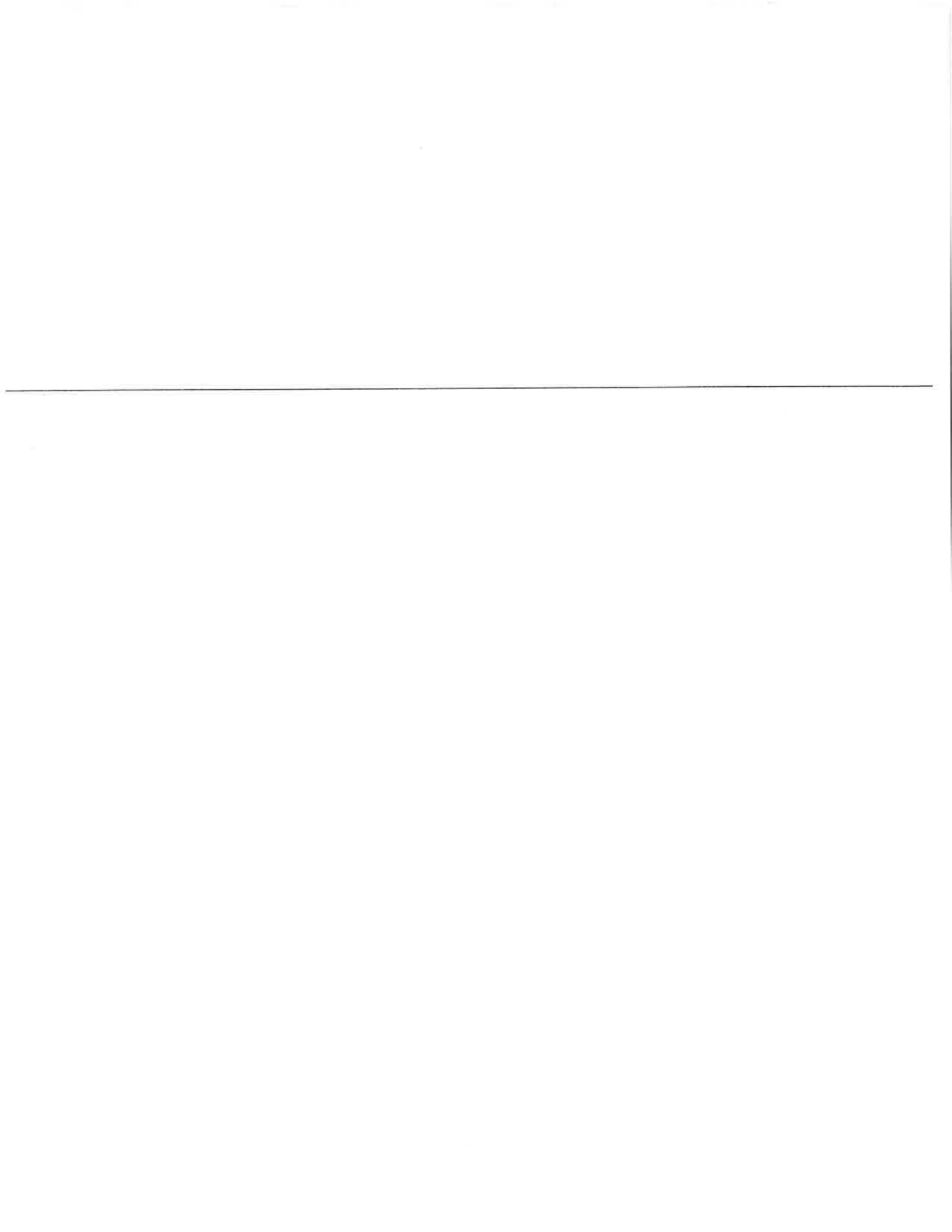
The EFLHD project management funds (estimated at \$6,000.00) will require a tapered match using local matching funds. The matching ratio is 19.31%. Project cost is based on the current bid amount, the total available FLAP budget may not be sufficient to award the project as defined in the application. As necessary, Jackson County, MO will provide additional local funding to address any funding shortfall.

**G. ROLES AND RESPONSIBILITIES**

Responsible Party	Product/Service/Role	Comments
EFLHD	<ul style="list-style-type: none"> <li>• Review documentation showing the project is on an approved program of projects and a TIP or STIP</li> <li>• Approve identified design standards/geometrics and the project scope, schedule, and budget</li> <li>• If applicable, review and/or concur with identified lead federal agency and draft environmental documents</li> <li>• Review and adopt NEPA document</li> <li>• Review/approve design exceptions, ROW certifications, utility agreements and, where applicable, railroad agreements</li> <li>• Review and approve 95% PS&amp;E package</li> <li>• Review and/or approve contract package, award package, and all contract modifications</li> <li>• Attend final project inspection. Can be done electronically with photos</li> <li>• Provide assistance in contract disputes and claims if requested by the partner</li> </ul>	



Responsible Party	Product/Service/Role	Comments
MoDOT	<ul style="list-style-type: none"> <li>● Responsible for stewardship and oversight of construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR</li> <li>● Schedule and invite EFLHD and appropriate parties to public meetings</li> <li>● Submit quarterly reimbursement requests to EFLHD for expenses incurred in order to maintain financial activity</li> <li>● Provide quarterly progress and financial reports to EFLHD</li> <li>● Schedule and hold pre-construction meetings and construction inspections</li> <li>● Notify EFLHD of any contract disputes or claims</li> <li>● Provide stewardship and oversight and documentation of the following:               <ul style="list-style-type: none"> <li>○ Evidence that project is on an approved program of projects and a TIP or STIP</li> <li>○ Design Standards/Geometrics to be used</li> </ul> </li> </ul>	
	<ul style="list-style-type: none"> <li>○ Identified design exception approval agency</li> <li>○ Identified lead federal agency</li> <li>○ Anticipated NEPA action</li> <li>○ Copy of draft NEPA documents</li> <li>○ Copy of final NEPA action</li> <li>○ Evidence of permits</li> <li>○ Review of Public Notices</li> <li>○ 95% and final PS&amp;E packages</li> <li>○ Design exceptions</li> <li>○ ROW certifications</li> <li>○ Utility/Railroad Agreements</li> <li>○ Approval of proprietary products</li> <li>○ Contract award documents for review/concurrence</li> <li>○ Copy of award package</li> <li>○ Proposed contract modifications for concurrence</li> <li>○ Documentation of project close-out</li> <li>○ Copy of As-builts</li> <li>○ Copy of final voucher</li> </ul>	



## H. ROLES AND RESPONSIBILITIES – SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Start-Finish
Jackson County	NEPA Document	Nov 2016-Jan 2017
Jackson County	Final Design	Feb 2017-Mar 2017
Jackson County	Advertisement	April 2017
Jackson County	Construction Engineering	May 2017-Jun 2017
Jackson County	Construction	Sep 2017-Oct 2017
Jackson County	Contract Closeout	Dec 2017

## I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	MoDOT Standard Highway Specifications 2011 Edition	
Functional Classification	Park Road	
Surface Type	Asphalt	
Design Volume	<1000	

## J. FUNDING

Fund Source	Amount	Comments
Federal Lands Access Program Funding	\$280,000.00	
Jackson County, MO Local Cash Match	\$68,500.00	
<b>TOTAL</b>	<b>\$348,500.00</b>	

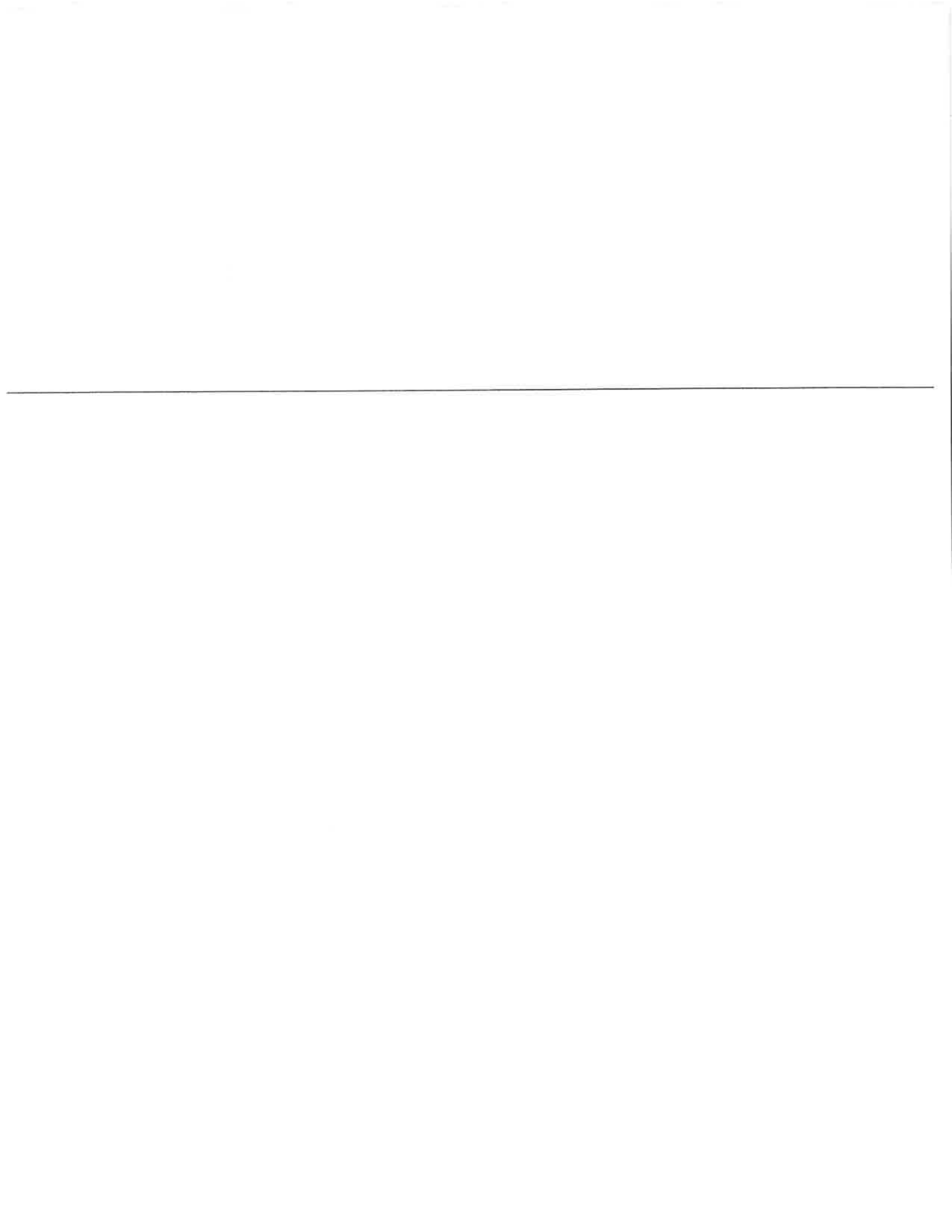
The matching fund share will be documented with a PR-2 to be submitted by the MoDOT following submittal of required stewardship documents.

## K. MATCHING SHARE REQUIREMENTS

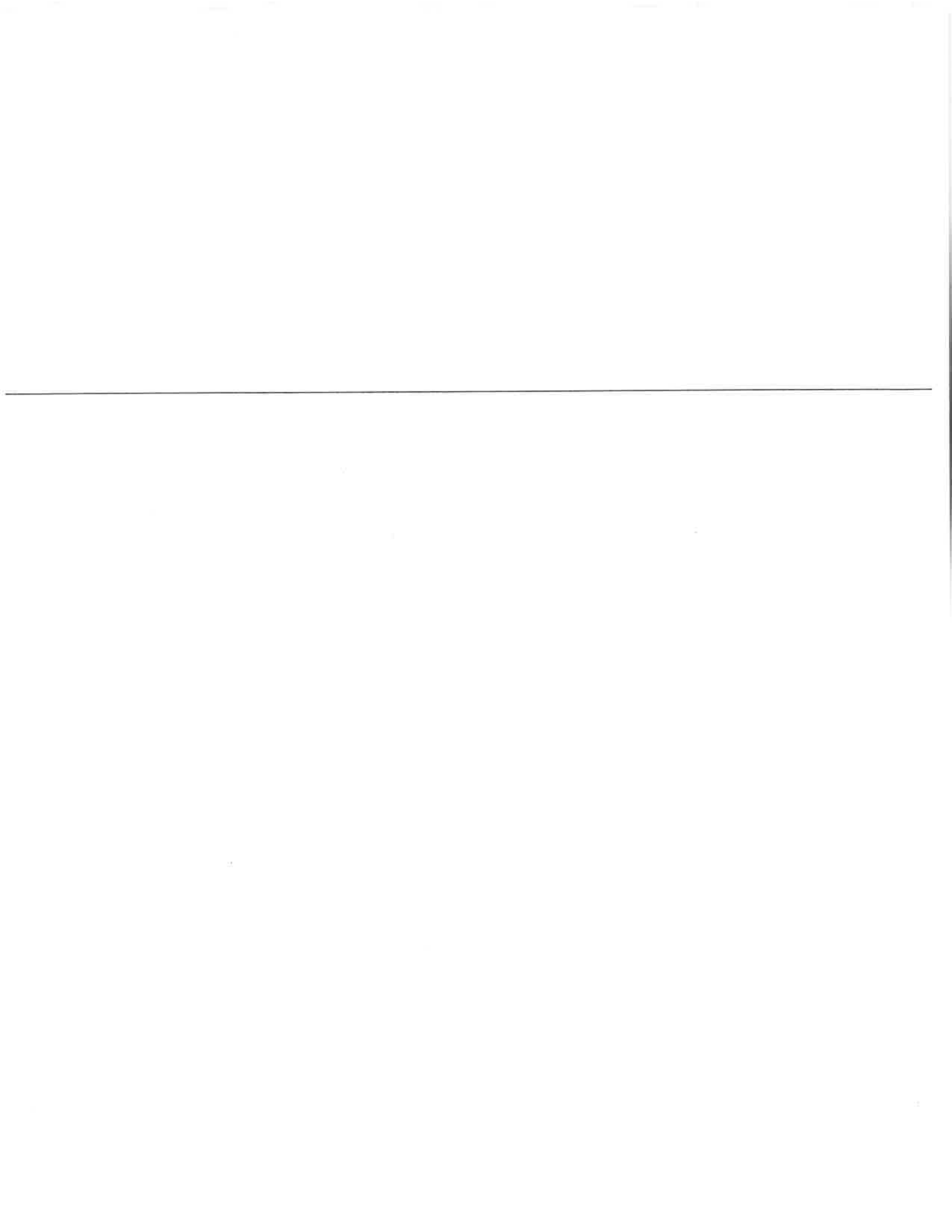
Matching or cost sharing requirements may be satisfied following the obligation of funds to the project by: allowable costs incurred by the State or local government, cash donations, the fair and reasonable value of third party in-kind contributions (but only to the extent that the value of the costs would be allowable if paid for by the party responsible for meeting the matching share), including materials or services; however no costs or value of third party contributions may count towards satisfying the matching share requirements under this agreement if they have or will be counted towards meeting the matching share requirements under another federal award.

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the matching requirements. The records must demonstrate how the value of third party in kind contributions was derived. Voluntary services sought to be applied to the matching share will be supported by the same methods that the party to this agreement uses to support allocability of personnel costs. Any donated services provided by a third party





Responsible Party	Product/Service/Role	Comments
Jackson County, MO	<ul style="list-style-type: none"> <li>• Responsible for construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR</li> <li>• Provide construction administration including stewardship and oversight for federal funded projects</li> <li>• Submit quarterly reimbursement requests for expenses incurred in order to maintain financial activity.</li> <li>• Provide quarterly progress and financial reports</li> <li>• Schedule and invite EFLHD and appropriate parties to public meetings</li> <li>• Schedule and hold pre-construction meetings and construction inspections</li> <li>• Provide data on traffic, accidents, material sources, etc</li> <li>• Notify EFLHD of any contract disputes or claims</li> <li>• Final acceptance of project and project closeout</li> <li>• Assume responsibility of the NPDES permit after project completion</li> </ul>	
	<ul style="list-style-type: none"> <li>• Provide long term maintenance and operation of the facility</li> <li>• Provide the following documents and information: <ul style="list-style-type: none"> <li>○ Evidence that project is on an approved program of projects and a TIP or STIP</li> <li>○ Design Standards/Geometrics to be used</li> <li>○ Identified design exception approval agency</li> <li>○ Identified lead federal agency</li> <li>○ Anticipated NEPA action</li> <li>○ Copy of draft NEPA documents</li> <li>○ Copy of final NEPA action</li> <li>○ Evidence of permits</li> <li>○ Review of Public Notices</li> <li>○ 95% and final PS&amp;E packages</li> <li>○ Design exceptions</li> <li>○ ROW certifications</li> <li>○ Utility/Railroad Agreements</li> <li>○ Approval of proprietary products</li> <li>○ Contract award documents for review/concurrence</li> <li>○ Copy of award package</li> <li>○ Proposed contract modifications for concurrence</li> <li>○ Documentation of project close-out</li> <li>○ Copy of As-builts</li> <li>○ Copy of final voucher</li> </ul> </li> </ul>	



will be valued at rates consistent with those ordinarily paid by employers for similar work in the same labor market. Supplies furnished will be valued at their market value at the time of donation. Donated equipment or space will be valued at fair rental rate of the equipment or space. All records associated with valuations or costs under section K shall be accessible and be maintained for three years following project close-out.

**L. PROJECT TEAM MEMBERS - POINTS OF CONTACT**

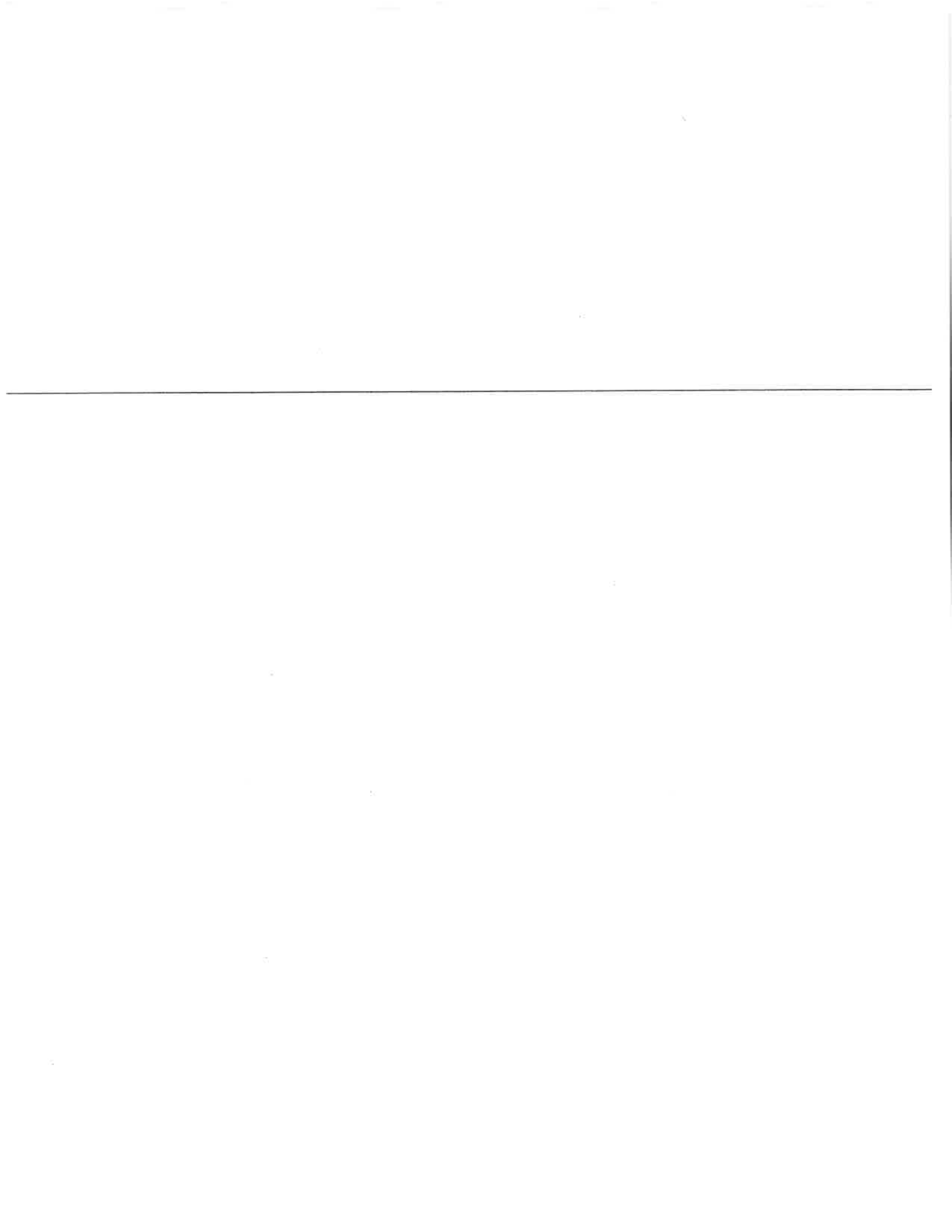
The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name	Title	Agency	Element	Phone & Email
Jacinda Russell	EFLHD Access Program Manager	EFLHD	Project Management	571-434-1543 <a href="mailto:Jacinda.Russell@dot.gov">Jacinda.Russell@dot.gov</a>
Charlie Costello	Program Planning Specialist	EFLHD	Coordination	571-434-1558 <a href="mailto:Charlie.Costello@dot.gov">Charlie.Costello@dot.gov</a>
Bruce Wilke	Landscape Architect	Jackson Co. Mo.	Project Manager	816-503-4802 <a href="mailto:bwilke@jacksongov.org">bwilke@jacksongov.org</a>
Brian Nowotny	Deputy Director, Ja Co Parks + Rec	Jackson Co. Mo.	Project Coordinator	816-503-4803 <a href="mailto:bnowotny@jacksongov.org">bnowotny@jacksongov.org</a>
Brian Gaddie	Director of Public Works	Jackson Co. Mo.	Project Oversight	816-881-4496 <a href="mailto:bgaddie@jacksongov.org">bgaddie@jacksongov.org</a>
Earl Newill	County Engineer	Jackson Co. Mo.	Construction Engineering	816-881-4538 <a href="mailto:enewill@jacksongov.org">enewill@jacksongov.org</a>
Rodger Seidelman	Engineer	Jackson Co. Mo.	Construction Inspection	816-847-7055 <a href="mailto:rseidelman@jacksongov.org">rseidelman@jacksongov.org</a>
Eva Steinman	Intermediate Transportation Planner	MoDOT	Project Management	816-607-2255 <a href="mailto:Eva.Steinman@modot.mo.gov">Eva.Steinman@modot.mo.gov</a>
James Bentley	Senior Construction Inspector	MoDOT	Construction Management	816-607-2105 <a href="mailto:James.Bentley@modot.mo.gov">James.Bentley@modot.mo.gov</a>

**M. CHANGES/AMENDMENTS/ADDENDUMS**

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.



A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

**N. ISSUE RESOLUTION PROCEDURES MATRIX**

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

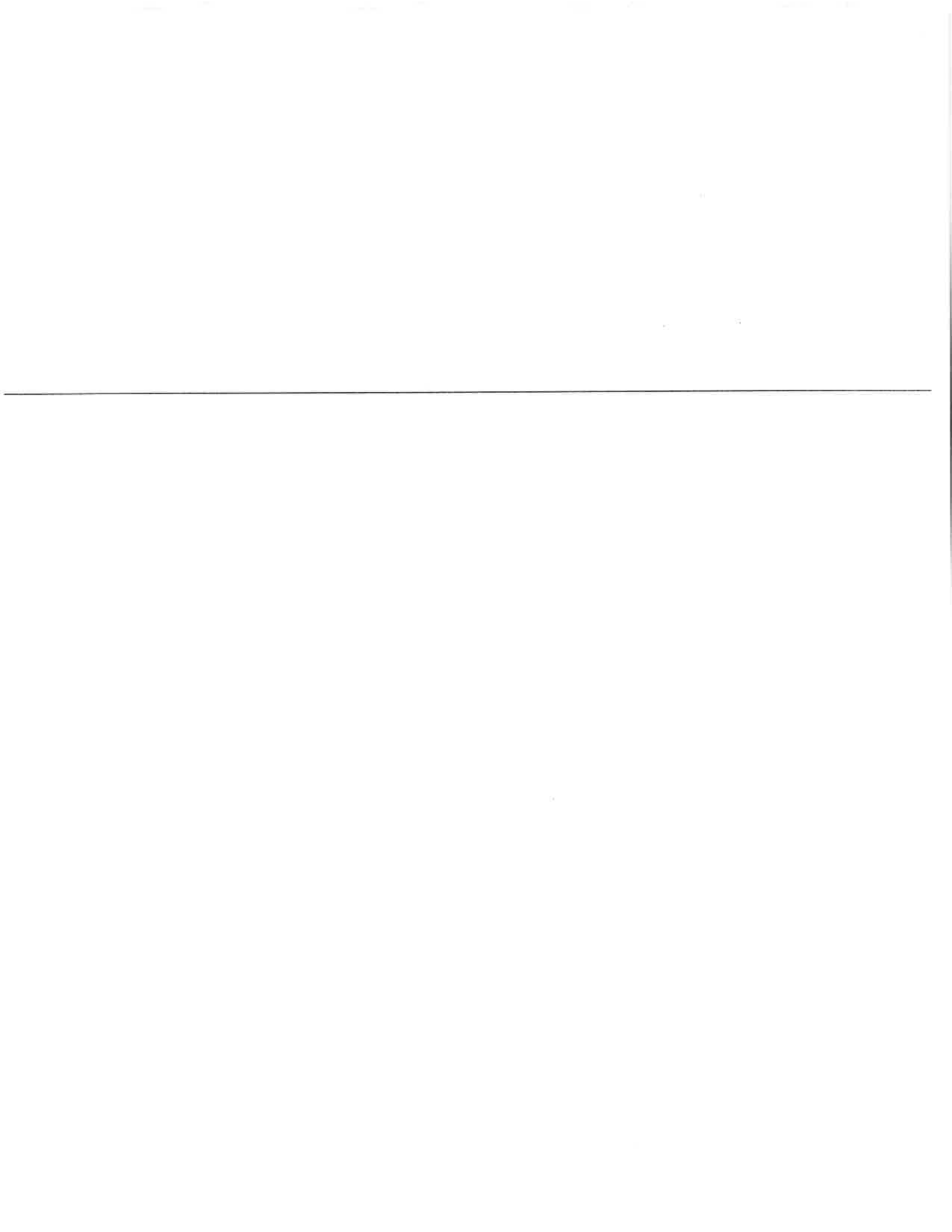
<b>FHWA</b>	<b>MoDOT</b>	<b>Jackson County, MO</b>	<b>Time</b>
Project Manager (Jacinda Russell)	Eva Steinman, Transportation Planner	Bruce Wilke, Project Manager	5 Working Days
Planning and Programs Manager	Michael Landvik, Transportation Planning Coordinator	Brian Nowotny, Deputy Director of Parks + Rec	5 Working Days
Chief of Business Operations	Susan Barry, District Planning Manager	Earl Newill, County Engineer	5 Working Days
Division Director	Kenny Voss, Local Program Administrator	Brian Gaddie, Director of Public Works	5 Working Days

**O. TERMINATION**

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

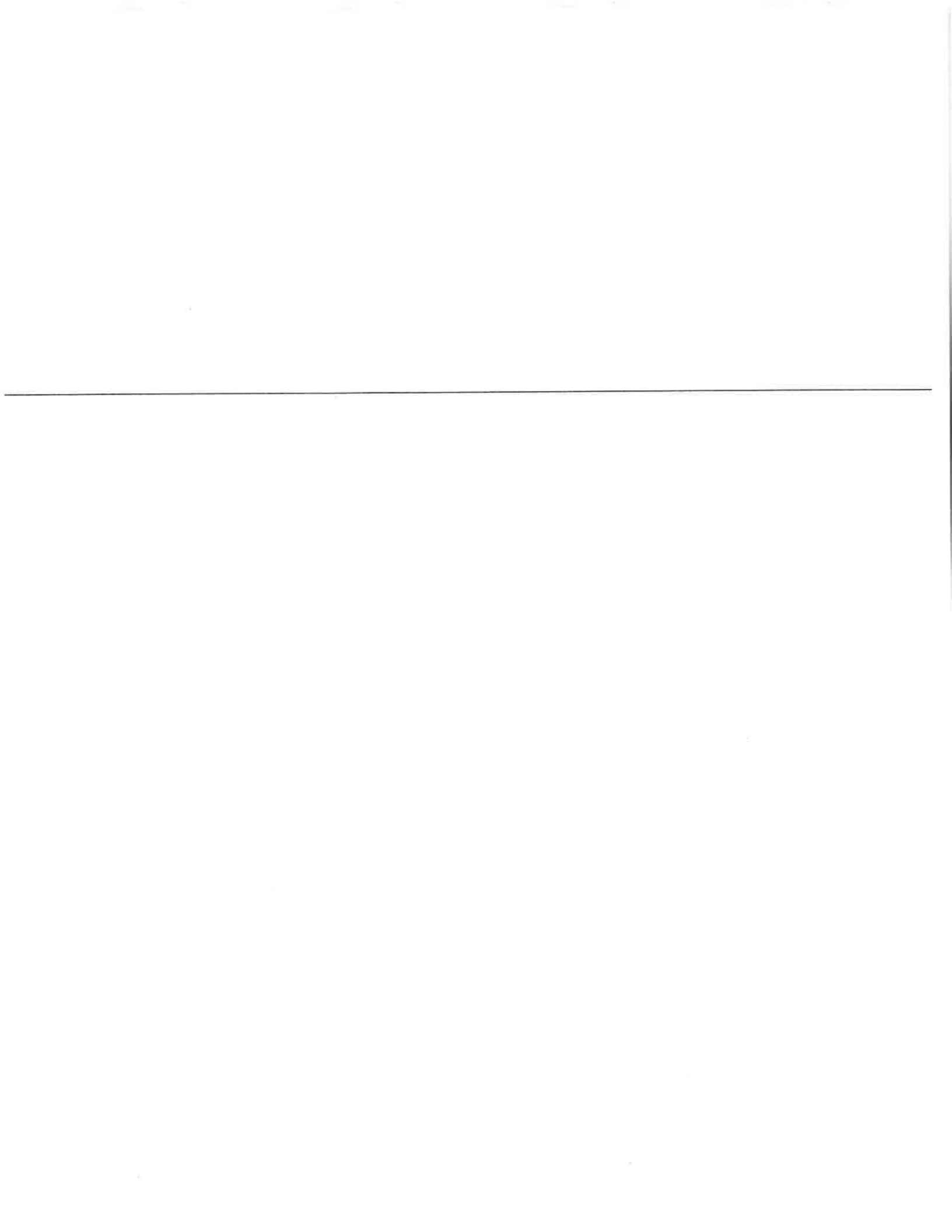
**P. STEWARDSHIP & OVERSIGHT ACTIVITIES**

Based upon the risk assessment, complexity of the undertaking, and capabilities and past performance of the delivery partner, the EFLHD had determined this project to be low risk. The table below identifies necessary Stewardship and Oversight Activities. If items are not delivered timely or in such poor condition that it brings into question the ability to deliver, the issue will be elevated to all participants to the agreement using the issue resolution procedures matrix identified above.

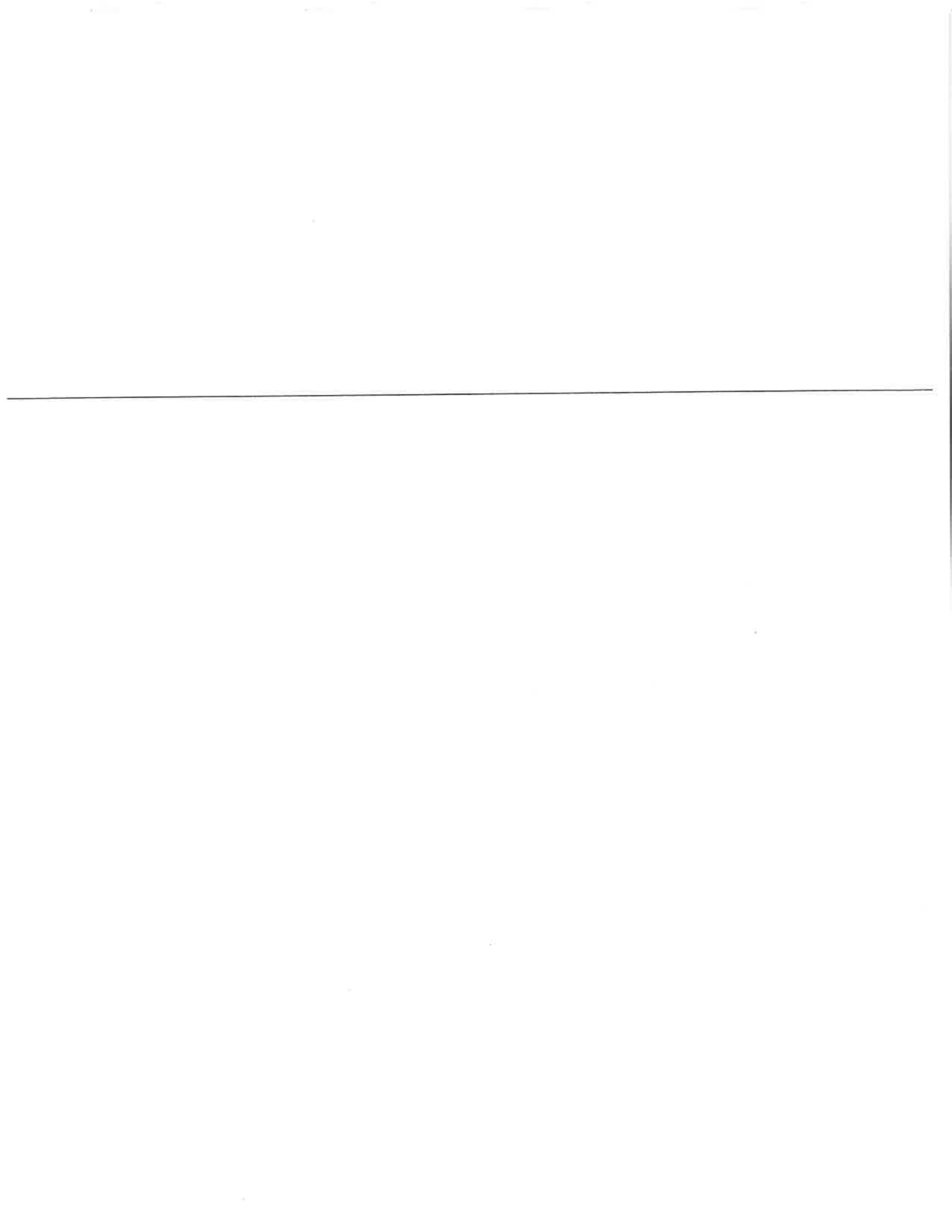


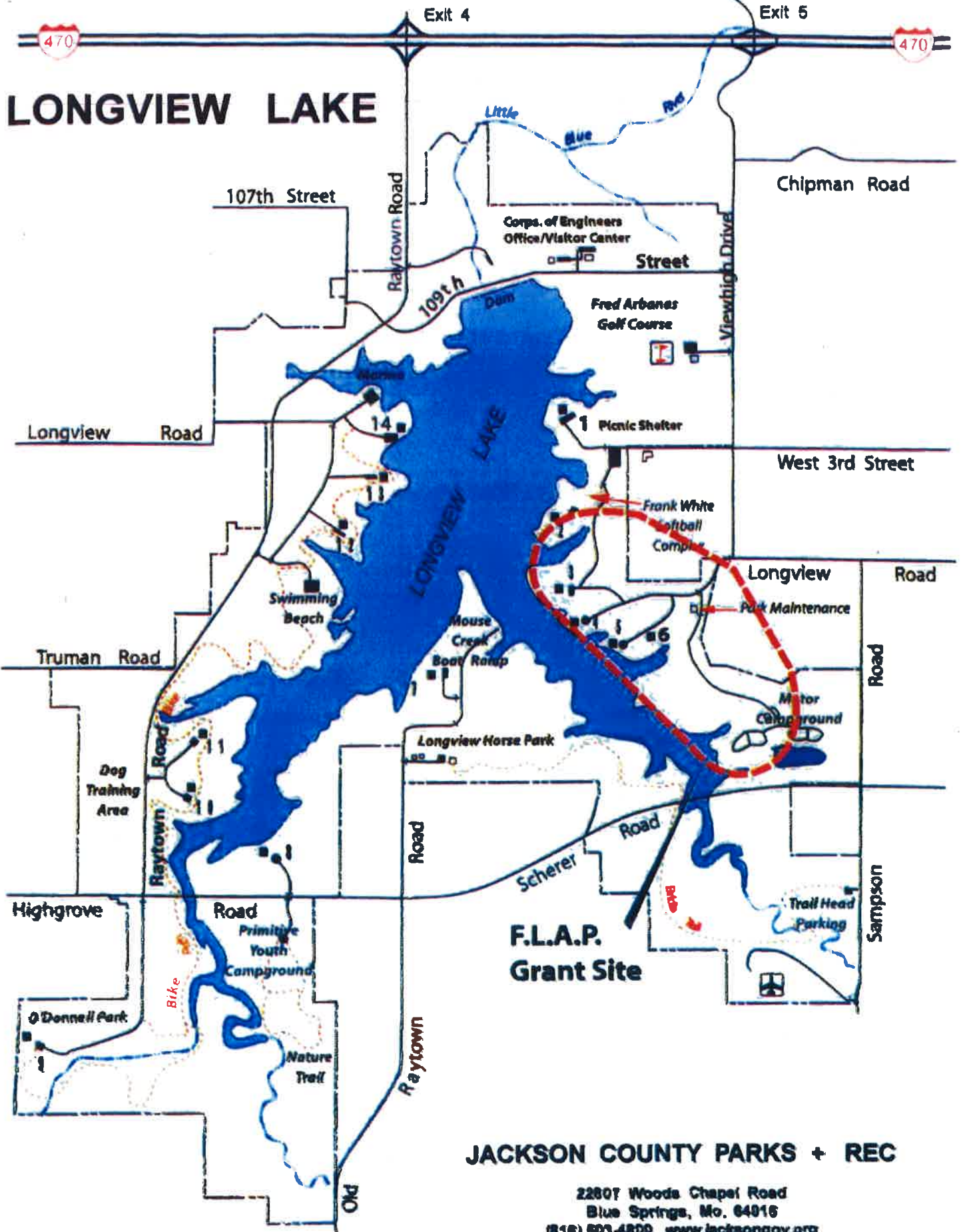
Phase of Activity	Partner Role	EFLHD Role	Comments
<b>Planning &amp; Programming</b>			
Evidence that project is on an approved program of projects	Provide	Review	For funds disbursed by a division, they may know this already
Evidence of being on a TIP or STIP	Provide	Review	
Project agreement with scope, schedule, & budget	Provide	Approve	EFLHD would be a signatory. Would be involved in the drafting to define what S&O deliverables it will receive
<b>Environment</b>			
Lead Federal agency identified	Provide	Concur	FHWA must be a co-lead agency on an EIS
Copy of/review of Draft documents	Provide	Review/Concur	EFLHD should review to insure they can be adopted by EFLHD
Copy of NEPA action	Provide	File copy	(CE, EA, or EIS)
Evidence of permits	Provide	File copy	
Sign off on FHWA NEPA document	Provide	Adopt or develop parallel Document	EFLHD approval needed
<b>Design</b>			
Review 95% PS&E	Provide	Review/Approve	Are required contract provisions included - Common Rule or Fed-Aid?
Review design exceptions	Provide	Review/Approve	If the partner is a State DOT, they would follow their process
Review ROW certifications	Provide	Review/Approve	If ROW is acquired, it must follow Uniform Federal Relocation Act
Utility/Railroad Agreements	Provide	Review/Approve	EFLHD needs certification
<b>Construction</b>			
Review contract package for required clauses (Civil Rights, Davis-Bacon, Buy America/American, etc.)	Provide	Review/Approve	Would not need to do this if the partner is another federal agency or State DOT following Fed Aid procedures.
Concur in award of contract	Provide	Review/Concur	Generally would only get involved if additional funds required
Receive copy of award package	Provide	File copy	EFLHD should have a copy of the package in its files in case inquiries are received
Review or approve contract modifications	Provide	Review/Concur Depends upon nature of CM	Need to assure non-eligible work is not being paid for with program funds
<b>Closeout</b>			





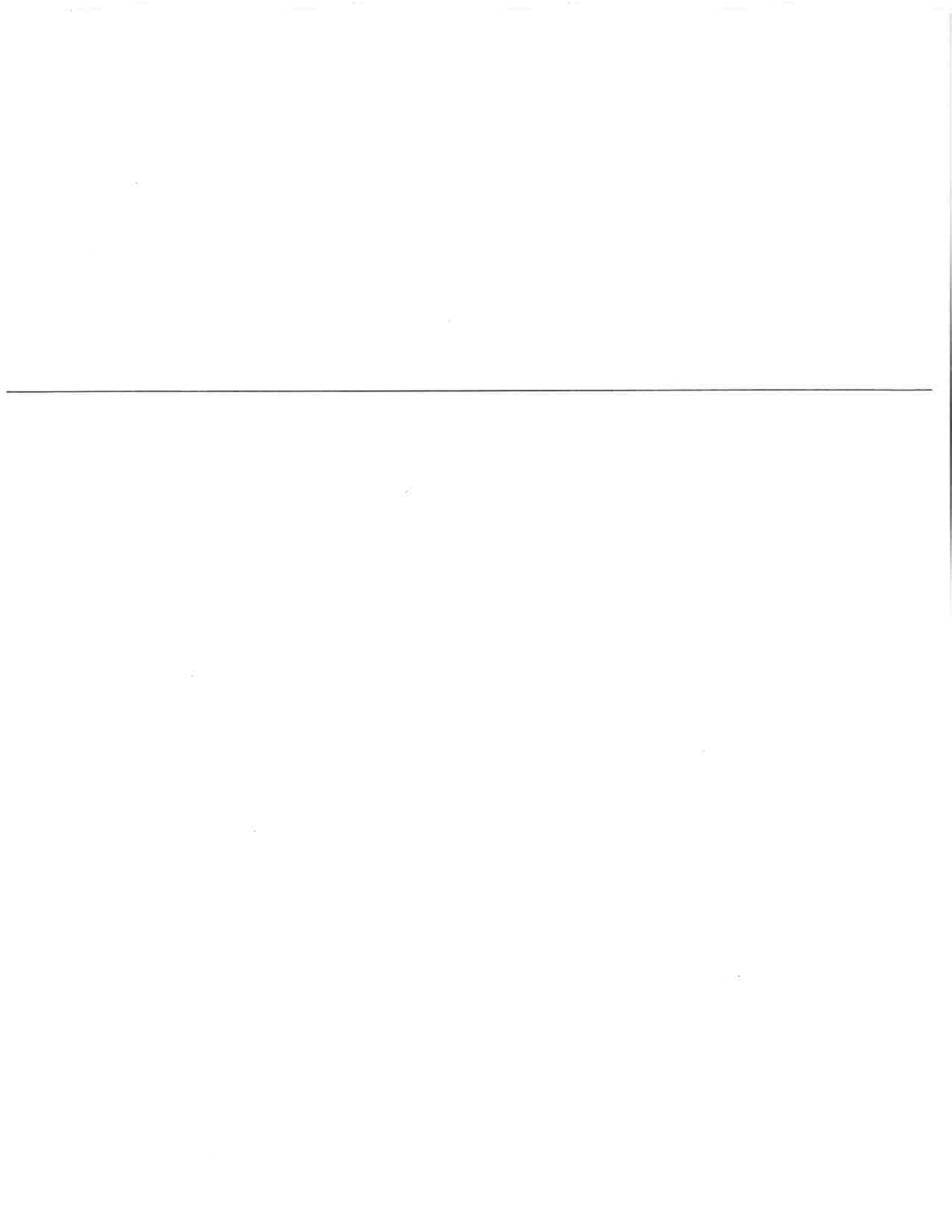
<b>Phase or Activity</b>	<b>Partner Role</b>	<b>EFLHD Role</b>	<b>Comments</b>
Final Project Inspections	Schedule	Attend	FLH should attend the final project inspection for projects above \$500,000.00 in FLAP funds regardless of risk level or elevated risk projects. Final project inspection could be done electronically with photos.
Copy of As-builts	Provide	File copy	Generally only request these if project adjacent to or along a corridor EFLHD is working on or if EFLHD does asset management. Used for updating system info
Copy of final voucher	Provide	File copy	
Contract Dispute (Claim)	Notify	Provide assistance if requested	Need to be aware if additional funds are needed





### JACKSON COUNTY PARKS + REC

22807 Woods Chapel Road  
 Blue Springs, Mo. 64015  
 (816) 603-4800 [www.jacksongov.org](http://www.jacksongov.org)



**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a Memorandum of Agreement with the Eastern Federal Lands Highway Division, and the Missouri Highways and Transportation Commission related to a grant under the Federal Lands Access Program, for improvements to 3.3 miles of roadway located at Longview Lake.

**RESOLUTION NO. 19374, February 6, 2017**

**INTRODUCED BY** Tony Miller, County Legislator

**WHEREAS,** Jackson County has been selected to participate in the Federal Lands Access Program grant awarded by the Federal Highway Administration; and,

**WHEREAS,** this project will be used to repair and repave 3.3 miles of roadway located at Longview Lake; and,

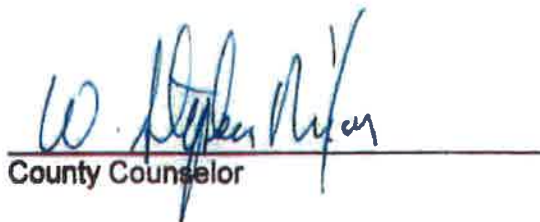
**WHEREAS,** the attached agreement between Jackson County, the Eastern Federal Lands Highway Division, and the Missouri Highway and Transportation Commission sets forth the rights and responsibilities of each party related to this grant program; now therefore,

**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri that the County Executive be and hereby is authorized to execute the attached Memorandum of Agreement for the Federal Lands Access Program Project and any other documents required to give effect to this Resolution.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

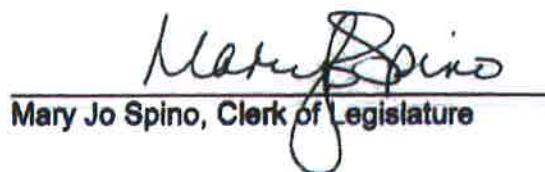
Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19374 of February 6, 2017, was duly passed on February 13, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8 Nays 0

Abstaining 0 Absent 1

2-13-17  
Date

  
Mary Jo Spino, Clerk of Legislature