

## SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of the 6th day of May, 2013, by and between the City of Overland Park, Kansas, (hereinafter referred to as the "Subgrantee") and the MID AMERICA REGIONAL COUNCIL, (hereinafter referred to as "MARC").

### WITNESSETH THAT:

WHEREAS, MARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by funds (hereinafter referred to as the "Project Contract") from the United States Department of Transportation (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies"); and

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. MARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The project scope and sustainable places plans described in Exhibit "A" should include the following elements: a) a robust public engagement plan; b) integrated land use, transportation and environmental strategies; and c) an implementation plan. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by MARC, the work and services in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The effective date of this agreement is May 6, 2013. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before December 31, 2013.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement. The total project budget is \$96,000 with a minimum of \$24,000 of this amount being provided in local cash match. The Subgrantee is responsible for all federal funding local match requirements related to this project.
5. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to, correspondence, progress reports and fiscal reports. Any action by MARC under this Agreement may be taken by David A. Warm, Executive Director, or such other person as MARC may designate for such purpose by written notice to the Subgrantee. All

compensation and written notices to the Subgrantee shall be considered to be properly given if mailed, delivered in person or transmitted by facsimile machine or electronic mail to:

Name: Doug Johnson  
Title: Manager, GIS & Support Services  
Firm: City of Overland Park, KS  
Address: 8500 Santa Fe Drive  
City/State/ZIP Overland Park, KS 66212  
Telephone: 913-895-6209  
FAX: 913-895-5013  
E-mail: doug.johnson@opkansas.org

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, postage prepaid, delivered in person, or transmitted by facsimile machine or electronic mail to:

Karen Clawson  
Transportation Planner  
Mid-America Regional Council  
600 Broadway, Suite 300  
Kansas City, Missouri 64105-1554  
Telephone: (816) 474-4240  
FAX: (816) 421-7758  
E-mail: kclawson@MARC.org

6. Review and Coordination. To ensure adequate assessment of the Subgrantee's Project and proper coordination among interested parties, MARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of MARC and the Concerned Funding Agencies from time to time to review the work and services performed. Subgrantee shall be given reasonable written notice of such meetings.

7. Inspections. Authorized representatives of MARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to designated representatives of MARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work.

9. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for at least three years from the date of final payment under the agreement, for inspection by MARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement

is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

10. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of MARC, nor shall such personnel have been employees of MARC during any time within the immediately preceding twelve-month period, except with the express prior written consent of MARC. Further, the Subgrantee agrees that no such former MARC employees shall be involved in any way with the performance of this agreement without the express prior written approval of MARC.

11. Reports. The Subgrantee shall furnish MARC with narrative progress reports monthly when submitting an invoice to MARC, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.

12. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Project Contract between MARC and the Concerned Funding Agencies which said Project Contract is on file in the offices of MARC and is hereby made a part of this agreement as fully as if the same were attached hereto. MARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after MARC has received appropriate notice of such changes from the Concerned Funding Agencies.

13. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. MARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

14. Data and Software Licensing. During performance of the work covered by this Agreement MARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that MARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-contractors to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-contractors shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by MARC will be returned to MARC and all copies of the data or software residing on the Subgrantee's or Sub-contractor's computer systems will be removed.

15. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented to the governing authority of the Subgrantee, or a committee thereof, for official action by such body without first submitting the same to MARC for review and comment. No such presentation shall be made until comments have been received from MARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that MARC has no objection thereto. If MARC's comments contain objections, reservations or disagreements regarding such material, the same shall accompany the material presented in such form as MARC shall specify.

16. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to MARC such additional financial reports monthly in order to meet MARC's requirements for reporting to the Concerned Funding Agencies. These financial reports shall tie the request for reimbursement to the task agreed upon in the scope of work, percentage of completion, and a summary narrative of work completed.

17. Insurance. Subgrantee will have and maintain insurance coverage that complies with the laws of the applicable state, as well as reasonable and prudent business practices; including, at least, Worker's Compensation, Public Liability, and Property Damage.

18. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of MARC, and if MARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

19. Interest of Members of MARC and Others. No officer, member or employee of MARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of MARC, or public official of any local government affected by the Project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.

20. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.

21. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of MARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

22. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of MARC. If such approval is requested, all subcontract documents shall be submitted to MARC for review and approval prior to the execution of such subcontract. No reimbursements for subcontracting shall occur until the Subgrantee receives a "notice to proceed" from the MARC representative identified in Section 5. Further, if requested by MARC the Subgrantee shall provide MARC with such documentation as MARC shall require, regarding the method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors. The Subgrantee agrees to abide by such regulations in its selection procedure.

23. Assignability. The Subgrantee's rights, obligations and duties under this Agreement shall not be assigned in whole or in part. However, claims for money due to the subgrantee from MARC under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt notice of such an assignment is given to MARC.

24. Amendments. MARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of MARC only by MARC's Executive Director.

25. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements, including, but not limited to, 23 CFR 450, 49 CFR 23 or 26 (as applicable), Executive Order 12372, U.S. Office of Management and Budget Circular Nos. A-21, A-87, A-122, A110 and A-133, 49 CFR 18 (The Common Rule), Federal Procurement Regulations Subpart 1-15.2, or other requirements imposed by MARC or the Concerned Funding Agencies concerning requirements of law or Project matters, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted Project. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:

(a) It possesses legal authority to apply for this agreement, and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's

governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon MARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

(b) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

(c) The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

(d) The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as MARC or the Concerned Funding Agencies may require.

(e) The Subgrantee agrees to comply with such rules, regulations or guidelines as MARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

(f) It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

(g) It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR part 60).

(h) It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

## 26. Certifications.

(a) Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.

(b) Debarment and Suspension. Subgrantee agrees to comply with the non-procurement debarment and suspension rules in 49 CFR 29.

(c) The Contractor shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690) and certify or affirm to MARC that it will provide a drug-free workplace. The Contractor shall provide MARC with a copy of its drug-free workplace policy statement prior to MARC processing the first invoice for services under this Agreement.

27. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, as appropriate. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

(a) Disadvantage Enterprise Program (DBE). The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of USDOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

(b) Prompt Payment. The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than 30 business days from the receipt of each payment that said prime Subgrantee receives from MARC. The Subgrantee agrees further to return retainage payments to each subcontractor within 30 business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of MARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

28. Termination for Mutual Convenience. MARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two

parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. MARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. MARC shall allow full credit to the Subgrantee for the MARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by MARC.

29. Termination for Convenience. MARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of MARC, become its property. If this agreement is terminated by MARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination. The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. MARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. MARC shall allow full credit to the Subgrantee for the MARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by MARC.

30. Termination for Cause. If through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, MARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials produced under this agreement and/or used in the performance of the scope of services shall, at the option of MARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for costs incurred in the performance of the scope of service up to and including the effective date of termination. Notwithstanding the foregoing, to the extent provided by law, the Subgrantee shall not be relieved of liability to MARC for damages sustained by MARC by virtue of any breach of this agreement by the Subgrantee and MARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to MARC from the Subgrantee is determined.

31. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of MARC.

32. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this Project. Consequently, MARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further



payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are not cancelable.

33. Unexpended Funds. Upon termination of this agreement for any reason, the Subgrantee shall immediately refund to MARC any balance of unearned or unobligated (unencumbered) cash advanced to the Subgrantee under this agreement.

34. Applicable Law. This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Agreement, then federal common law shall govern.

IN WITNESS WHEREOF, the Subgrantee and MARC have executed this agreement as of the day first above written.

MID-AMERICA REGIONAL COUNCIL

CITY OF OVERLAND PARK, KANSAS

By: \_\_\_\_\_  
David A. Warm  
Executive Director

By: \_\_\_\_\_  
Carl Gerlach  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attested : \_\_\_\_\_  
Marian Cook

Approved as to form:

\_\_\_\_\_  
Stephen Horner

## **SUMMARY OF ATTACHMENTS**

ATTACHMENT A: PROJECT SCOPE

ATTACHMENT B: E-VERIFY AFFIDAVIT

ATTACHMENT C: DEBARMENT AND SUSPENSION CERTIFICATION FORM

ATTACHMENT D: SINGLE AUDIT CERTIFICATION FORM

## **Exhibit A Scope of Services**

# Implementing Structured Parking in Downtown Overland Park

This document outlines the tasks and deliverables that are a part of this study, and identifies the firm or firms working on each task including the lead consultant (BNIM Architects) and the sub-consultants (Nelson/Nygaard Consulting Associates and TREKK Design Group).

## PHASE ONE – DISCOVER

During the first phase of the Project, the team will gather data, conduct field surveys and evaluate the extensive work and community conversations that have occurred thus far.

- **Tasks**
  - BNIM
    - Review OP Form Based Code and Vision Metcalf Documents for Communities vision for Downtown Overland Park.
    - Review existing public input from the Vision Metcalf document and the form based code.
  - Nelson/Nygaard & Trekk
    - Conduct field surveys of parking conditions for public and private lots and on-street parking. Provide data every two hours for the lots and street parking indicated on the attached map (see Exhibit D). This would include one weekday and one Saturday when farmers market is in session.
    - Conduct a parking turnover analysis. Provide additional data on the frequency of the turnover of parking at peak times identified in the overall parking conditions analysis. Assume 2 days and 8 hours a day at two different times of the day.
  - BNIM & Nelson/Nygaard
    - Steering Committee meeting: Facilitate an initial steering committee meeting to describe the process and the possible solutions that we will be looking to create.
    - Public Engagement: Conduct a parking survey. Provide an electronic and paper survey to assess the perception of availability of parking in downtown Overland Park. The paper survey to be distributed and returned through the downtown business partnership along with the link to the electronic survey. An initial meeting with the business partnership group will discuss the survey and get their initial feedback (BNIM). Conduct up to six one-on-one interviews (15 to 20 minutes each) with community and business leaders.
    - City of Overland Park to engage the local downtown business association to help distribute survey and collect survey.
  - Trekk
    - Public Engagement: Conduct a parking survey -"Person on the Street" interviews. Two days of interviews, one mid-week and one on Saturday from 11:00 am to 7:00 pm.
- **Deliverable**
  - A spreadsheet and summary report of data collected through the different forms of data collection and community engagement that charts the parking activity and the perception of parking in downtown Overland Park.

## PHASE TWO – ANALYZE

During the analysis phase, the planning team will begin to analyze and synthesize all of the data and input gathered to ensure a holistic, integrated, responsive process and final product.

- **Tasks**
  - Nelson/Nygaard
    - Use survey information to identify use patterns, perceptions of the parking system and potential.
  - BNIM & Nelson/Nygaard
    - Generate a graphical, area-wide parking profile of intensity of use areas.
  - BNIM
    - Evaluate existing land use and property ownership data. Create future land development densities of low, medium and high options with the City of Overland Park staff.
  - Nelson/Nygaard
    - Use land use projections and detailed projections to conduct a parking demand analysis of the existing infrastructure. Create a spreadsheet and charts that show the projections based on three different levels of density for future development.
  - BNIM & Nelson/Nygaard
    - Hold a Steering Committee meeting.
    - Public Engagement: OP Public Official Briefing to update them on the current data and issues with downtown parking.
    - Public Engagement: Conduct Stakeholder Meeting to describe the current demand based on site observation and potential demand based on options for development density. Stakeholder feedback on demand analysis to be included in final analysis.
  
- **Deliverable**
  - A report of parking demand based on future density options. BNIM and the City of Overland Park will create low, medium and high density options for the downtown district's future development. With this data we will develop detailed projections of future demand based on a full analysis of supply, user demand characteristics, municipal regulations, pricing factors and other market influences modeled using best practice approaches from the Urban Land Institute, Victoria Policy Institute, ITE and Nelson\Nygaard's extensive in-house database of national best practices. This will be in the form of a spreadsheet that can be used by the City to update the parking requirements over time as future development takes place. A map of area wide parking profile that describes intensity and turnover of parking in each lot will be provided that shows the existing use patterns.

### **PHASE THREE – PLAN**

During Phase 3, community expectations, analysis, and emerging themes come together to inform a comprehensive parking strategy for the area.

- **Tasks**
  - BNIM, Nelson/Nygaard & Development Review Committee
    - Identify locations that might be suitable for parking solutions to meet community needs including additional street parking opportunities and structured parking locations.
    - Develop schematic site plans and axonometric (or perspective) drawings to illustrate (1) general parking configuration, (2) access points and circulation, and (3) relationships between parking and private redevelopment sites.
    - Create three options for a comprehensive downtown parking strategy for review that includes a parking policy approach and locations for new parking capacity.
    - Evaluate the three parking strategy options with respect to (1) the degree to which they will incentivize redevelopment activity, (2) the degree to which they would require a

significant shift in public behavior or perception, (3) the degree to which they would be able to support large public events, and (4) the degree to which they would enhance the pedestrian-oriented, placemaking efforts.

- BNIM & Development Review Committee
  - Develop site-specific alternatives for both on street and structured parking.
  - Evaluate alternatives with respect to (1) the likely cost efficiency given the site size, topography, and relationship to future redevelopment, (2) the ability of the site to provide parking to events or businesses beyond the immediately adjacent properties, (3) the ability of the site to support parking for The JO, and (4) the ability of the site to support storm water management.
  - Review alternatives with development review committee to understand feasibility of future development, cost considerations and possible incentive requirements.
- BNIM & Nelson/Nygaard
  - Steering Committee Meeting(s) - Review with the steering committee the different options for parking demand strategies.
  - Public Engagement: Hold a stakeholder meeting to review and inform proposed strategies and design concepts.
- **Deliverable**
  - Three options for parking strategies in downtown Overland Park, based on a phased approach that directly relates to increasing demand and development density. We will identify plausible sites for parking solutions that build upon the analysis and recommendations in Phase 2 of this scope to develop design alternatives that illustrate how all of the pieces fit together. Our concepts will represent implementable designs in a graphic format that are informative and intuitive for the public to understand and respond to. This will include overall site plans of downtown that show possible locations of improving on street parking and policies, structured parking locations and capacities, and phasing of these concepts as it relates to density. Property analysis will ensure that designs are feasibly located along with input from real-estate professionals about the basic financing, management and private development integration. The design concepts will locate parking to support a more walkable downtown, provide new street level business fronts and connect to public transportation.

## **PHASE FOUR – ALIGN**

During this phase, the strategy and design concepts developed in Phase 3 will be reviewed and vetted to ensure that they reflect the community's expectations and represent a viable, implementable path to achieve the goals of the Project.

- **Tasks**
  - BNIM
    - Revise recommendations with input from previous stakeholder meetings in order to work toward a proposed set of parking approaches for growth.
  - BNIM & Nelson/Nygaard
    - Create a preferred parking approach with the Steering Committee's input showing how the options and data support the community's needs.
    - Hold a Steering Committee Meeting to get consensus on the final approach for the parking strategy.
  - BNIM, Nelson/Nygaard & Development Review Committee
    - Identify incentive strategies and revenue strategies for incentivizing private development and the need to meet future parking demands.

- Create policy guidelines to assist city decision makers regarding (1) public versus private ownership of parking facilities, (2) the appropriate balance between private investment and public incentives, and (3) covering the cost of maintenance and operation of public parking facilities.
  - BNIM & Nelson/Nygaard
    - Public Engagement: Hold a public workshop to review and inform proposed strategies and design concepts.
- **Deliverable**
  - During Phase 4 we will be working toward refining the parking strategies identified in Phase 3 to create a final proposed parking strategy for downtown Overland Park. During this phase, a presentation that summarizes the final parking strategy will include plans that show locations of possible on street parking additions and modifications, and structured parking locations. The presentation will also include recommendations for navigating barriers to new parking management programs, pricing, construction and operating costs, how to deploy new payment management and enforcement technologies and rolling out customer-friendly information systems.

Note: BNIM will attend an additional (fifth) Steering Committee meeting if necessary to reach a consensus on a final parking strategy. However, Nelson/Nygaard is limited to four site visits for the Project.

## **PHASE FIVE – IMPLEMENT**

While the implementation of the downtown parking strategy will be ongoing and evolve over time as new opportunities arise, this final report will function as a springboard for policy, public investment, and private development.

- **Tasks**
  - BNIM, Nelson/Nygaard & Development Review Committee
    - Identify design guidelines for the solutions that have been previously presented.
    - Identify critical infrastructure investments.
    - Finalize financing strategies, including possible revenue options and on-going maintenance costs.
- **Deliverable**
  - A final PDF report and spreadsheet that summarizes the work done in the first four phases. Final report to have three chapters, 1 - Discover (data gathering), 2- Analyze (parking demand requirements based on different development options), 3 - Implement (plan for satisfying the parking demand through different strategies based on a development density timeline). Each chapter would include the information created in that phase along with conclusions. The report would consist of plans, charts and written text that would allow individuals not involved in the process to understand the parking strategy for downtown Overland Park and the data that informed the process.

## **ATTACHMENT B E-VERIFY AFFIDAVIT**

### **MID – AMERICA REGIONAL COUNCIL**

## NOTICE TO VENDORS

### **Section 285.525 – 285.550 RSMo – Effective January 1, 2009**

Effective January, 1 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition of the award of any contract or grant in excess of five thousand dollars (\$5,000.00) by the state or a political subdivision of the state (e.g., MARC) to a business entity, ..., the business entity (Company) 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. Every such business shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services (RSMo 285.530 (2)).

Those Contractors providing service to MARC over \$5,000 shall comply with Sections 285.525 through 285.550 R.S.Mo.:

- Submit a completed, notarized copy of AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ. For Contracts over \$5,000.00 (attached),
- The Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted service, and
- Provide documentation evidencing current enrollment and participation in a federal work authorization program (e.g., electronic signature age from E Verify program's Memorandum of Understanding (MOU)).

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available from the following:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

If you have any questions please contact Tom Gerend at (816) 474 – 4240.





ATTACHMENT C  
DEBARMENT AND SUSPENSION CERTIFICATION FORM

This Certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The Regulations are published as Part II of the June 1985, Federal Register (pages 33, 036-33, 043)

**Read instructions for Certification below prior to completing this certification.**

1. The prospective proposer certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
  
2. Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective proposer shall attach an explanation to this proposal.

\_\_\_\_\_  
Date      Signed – Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

1. By signing and submitting this agreement, the proposer is providing the certification as set below.
  
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\_\_\_\_\_  
(Signature of above Official)                      (Date)

ATTACHMENT D  
SINGLE AUDIT CERTIFICATION FORM

Name of Organization: \_\_\_\_\_

Organizations' Fiscal Year: \_\_\_\_\_

I, \_\_\_\_\_ (Authorized Representative), hereby certify that the total expended from all federal awards from all funding sources during this agency's preceding fiscal year was \$ \_\_\_\_\_ .

THEREFORE,

\_\_\_\_\_ We are required to have a single audit (\$500,000 or more).

\_\_\_\_\_ We are not required to have a single audit (less than \$500,000). However, we have included a copy of our independent auditor report and management letter with this certification.

\_\_\_\_\_ We are not required to have a single audit (for-profit organization). However, we have included a copy of our independent auditor report and management letter with this certification.

We understand that if we are required to have a single audit in accordance with the Single Audit Act of 1996 and OMB Circular A-133 we must submit the following information to MARC:

- (1) a copy of the reporting package as defined in OMB A-133;
- (2) any management letter issued by the auditor; and
- (3) our corrective action plan addressing all findings and any questioned costs pertaining to funding received from MARC.

We further understand this information must be submitted to MARC within thirty (30) days of receiving the A-133 audit report or nine months after the end of the audit period, whichever occurs earlier. We expect to complete the audit and have copies of the report(s) available by

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Title of Authorized Representative)

\_\_\_\_\_  
(Typed or Printed Name of Authorized Representative)

\_\_\_\_\_  
(Date)