

## **THREE PARTY COST-SHARING AGREEMENT FOR METCALF/SHAWNEE MISSION PARKWAY TRANSIT PLANNING STUDY**

This Agreement is entered into as of October 1, 2008, by and among the City of Mission, Kansas (Mission), the City of Overland Park, Kansas (Overland Park), and Johnson County, Kansas, through Johnson County Transit (JCT), (County).

### **Recitals**

- A. County, in partnership with the Kansas City Area Transportation Authority (KCATA), has completed an initial feasibility review of a potential Bus Rapid Transit (BRT) system along Shawnee Mission Parkway and Metcalf Avenue in Johnson County. County and the cities of Mission and Overland Park, now desire to expand and update their study findings (the Project).
- B. The Project shall study and identify transportation issues and evaluate alternatives to address these issues in the Metcalf/Shawnee Mission Parkway corridors, including, inter alia, analyzing potential ridership, development of transit-oriented development and services, traffic congestion mitigation, housing and economic development, all as more particularly set forth on the attached Exhibit A "Scope of Services."
- C. County has agreed to undertake and oversee the Project and Mission and Overland Park have agreed to reimburse the County for a portion of the costs of the Project as set forth in this Agreement.

### **Agreement**

- 1. The County agrees to undertake the Project and shall enter into, in its name, appropriate contracts for the completion of the study contemplated by the Project.
- 2. The Project shall, generally, encompass the work described on the attached Scope of Services and the County shall endeavor to have the Project completed by March 1, 2009.
- 3. The Project costs are anticipated to be approximately \$250,000 which the parties agree shall be shared as follows: Overland Park and the County shall each contribute \$100,000 and Mission shall contribute \$50,000. If the Project costs are less than \$250,000, then each party's share shall be reduced prorate. If the Project costs exceed \$250,000, then the County shall be responsible for any excess amount without contribution or reimbursement from the other parties.
- 4. The County may, at its option, seek reimbursement for Project costs from Mission and Overland Park as costs are incurred and paid or may seek a lump sum payment upon completion and acceptance of the Project by the County.
- 5. Mission and Overland Park shall be entitled to receive a detailed invoice for their share of costs from the County and the County shall supply an appropriate and

detailed statement of such costs. The County shall not include as Project costs any costs other than those billed to the County by a third-party contractor and no costs incurred by the County for County staff time or overhead shall be included as a reimbursable expense.

6. Overland Park and Mission agree to promptly remit to the County their share of Project costs upon the receipt of a properly documented statement from the County.
7. For purposes of Project guidance, oversight, and intergovernmental cooperation, the parties shall each designate a representative which persons shall be kept generally informed by the County of the progress of the Project.
8. This Agreement shall terminate upon the completion of the Project as evidenced by the County's acceptance of the same. Mission and Overland Park's obligations under this Agreement shall automatically terminate upon the payment of their respective share of Project costs as set forth above. If the County fails to undertake the Project as evidenced by entering into a contract for the work with a third-party contractor no later than October 30, either Mission or Overland Park, or both, may terminate this Agreement upon written notice to all other parties and upon such termination shall have no further obligations under this Agreement.
9. This Agreement is entered into under the home rule powers of each entity and is not subject to approval by the attorney general under K.S.A. 12-2901 because it is within the exception for agreements for studies undertaken by governmental entities.

This Agreement is entered into as of the October 1, 2008, even though the execution may have occurred before or after such date.

Board of County Commissioners  
of Johnson County, Kansas

City of Overland Park, Kansas

\_\_\_\_\_  
Annabeth Surbaugh, Chairman

\_\_\_\_\_  
, Mayor

Attest:

Attest:

\_\_\_\_\_  
Casey Joe Carl  
Clerk of the Board

\_\_\_\_\_  
, City Clerk

City of Mission, Kansas

Approved as to form:

\_\_\_\_\_  
, Mayor

\_\_\_\_\_  
Assistant City Attorney

Attest:

\_\_\_\_\_  
, City Clerk

Approved as to form:

:

\_\_\_\_\_  
Assistant City Attorney

Approved as to form:

:

\_\_\_\_\_  
Robert A. Ford  
Assistant County Counselor

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Consultant Scope**

The consultant will propose a specific work scope and schedule to address at a minimum the following general activity areas, as well as other tasks necessary to fulfill the project intent.

#### **I. Review the Metcalf and Shawnee Mission Parkway Corridors and Identify Transportation Issues**

Working with JCT, KCATA, Mission and Overland Park (KDOT, MARC and others as appropriate) the Consultant team will define the corridor in detail and review existing conditions, plans, and projections. The Consultant will review prior transportation studies including the Smart Moves plan, BRT Feasibility Study, other local transportation analyses, the Vision Metcalf and two Gateway studies, as well as available demographic, land use, socioeconomic, economic and travel market data consistent with FTA requirements. Consideration will also be given to recent development plans and other factors as appropriate with an objective of identifying the corridor's travel and transportation issues to refine the corridor definition. Document existing transit services in each corridor. Produce base map, census profile, existing transit facilities and conditions; describe existing ridership and service levels. JCT will provide base mapping GIS files, access to AIMS if it is desired on the project, and provide previous studies that would impact the study corridors.

#### **II. Develop Project Goals, Objectives and Purpose and Need**

Using data and resources collected on the corridor and identified transportation issues; consultant will develop a Purpose and Need Statement and related goals and objectives for proposed corridor transportation projects. These goals and objectives will be used to develop an evaluation criteria and screening process in which to evaluate and prioritize alternatives.

#### **III. Identify Alternatives to Address Corridor Transportation Needs**

The study should identify a range of transit concepts and strategies for improving corridor transportation and serving planned developments. The concepts proposed in the existing Smart Moves plan will be a starting point. Other options should also be considered including a baseline alternative, transportation system management options and public transit options including, as appropriate, bus only alternatives, and bus rapid transit. The strategies should review potential transit center and park and ride options, local transit service improvements, possible area circulators and bus rapid transit options. Consultant will develop very basic planning level project descriptions including conceptual alignments and operating concepts, order of magnitude capital and operating cost estimates, estimates of ridership, and other needed factors for the various strategies. Significant consideration should be given to cost effective solutions and alternatives that meet the FTA's Small Starts or Very Small Starts criteria. An initial

screening will be completed to identify the more promising alternative(s) to be taken further in the study.

#### **IV. Screening and Definition of Project Alternatives**

Screening of promising alternatives will be undertaken to determine and define in more detail those that are most feasible and best support the project goals. Consultant will work with the study management team to develop the evaluation methodology to be used in the screening process to analyze and compare the baseline, TSM alternative, and two or three promising transit alternatives. The goal will be to compare these alternatives using conceptual level details on alignments, stops, transit centers, park and ride lots, ridership and other transportation benefits, operating and capital costs, and possible impacts on connecting and related transit services.

Concept level cost estimate will be refined for each promising alternative. Capital costs will be estimated at the order of magnitude level, in keeping with FTA required cost categories. . Consultant will propose technical methods and a ridership forecasting methodology consistent with an initial corridor planning study. A financial assessment will be made of the alternatives and the results included in a definition of alternatives report.

#### **V. Evaluation and Refinement of Preferred Alternative**

The goal of the final evaluation process is to select and define in more detail a locally preferred alternative (LPA). The consultant will develop and apply the evaluation methodology with provision for community involvement and participation. Project justification, economic development possibilities, and local financial considerations will also be considered in identifying the LPA. Once an LPA is identified, operations and maintenance costs will be estimated to an appropriate level of detail. Consultant will propose technical methods and a ridership forecasting methodology consistent with an initial corridor planning study. Initial or interim transit improvements will be identified.

#### **VI. FTA Submissions**

Consultant will assist the technical team with FTA coordination and may assist with submission of documents to the FTA for project evaluation and rating including information on the proposed project's land use, supportive development policies, financial options, etc.

#### **VII. NEPA Compliance**

It is anticipated that the preparation of comprehensive NEPA environmental document (e.g. EA or draft EIS) will occur in a subsequent project phase. However, the planning work in this study is to be conducted with consideration of NEPA requirements. An environmental scan should be conducted to identify potentially significant impacts of each alternative. The level of detail should be commensurate and appropriate to the level of project definition. Any potentially substantial environmental issues or impact on properties protected by section 4(f) or the DOT Act or section 106 of the National Historic Preservation Act should be identified.

## **VIII. Study Management and Oversight**

JCT, KCATA and the cities of Mission and Overland Park will form a management team to oversee the study and the work of the consultant team. This team will be lead by JCT and include staff from JCT, KCATA, Overland Park and Mission as well as other key agencies including KDOT and MARC.

In addition to the meetings specifically described in this section, the Consultant will attend or conduct progress meetings, with the project team to properly coordinate the development of the study. Consultant will assist the study partners in coordinating this study with other transit studies and activities in the region.

## **IX. Reports and Deliverables**

Consultant will propose a list of deliverables and a schedule with key milestones and dates for submission of deliverables to the study management team. Draft versions of most documents will be required and all documents will need to be structured for both hard copy and electronic submission.

END

F:\Transit\Planning\Metcalf-Shawnee Mission Pkwy Transit Planning Study\OP-Mission Scope of Services(final) (2).docx