

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH CLAY COUNTY, MO, THE CITY OF EXCELSIOR SPRINGS, MO; THE CITY OF LIBERTY, MO; THE CITY OF KEARNEY, MO; THE CITY OF NORTH KANSAS CITY, MO; AND THE CITY OF SMITHVILLE, MO FOR REPLICA, INC. SUBSCRIPTION SERVICE ACCESS.

WHEREAS, Clay County and each participating City will enter into a Cooperative Agreement which will allow each participating City to have access to the Replica, Inc. subscription. The Cooperative Agreement also serves as a cost-sharing agreement for the Replica, Inc. subscription; and

WHEREAS, as part of the Cooperative Agreement with Clay County, each City's annual subscription cost will be calculated on a cost-sharing formula based on each City's respective population; and

WHEREAS, The Cooperative Agreement will take effect upon approval of each participating party's governing body. The City of Gladstone's annual cost is \$12,029.78 per year during the two (2) year term of the Cooperative Agreement; and

WHEREAS, Clay County will enter into an umbrella Platform Service Agreement with Replica, Inc. in which each participating City mentioned above will be an authorized user of the Replica, Inc. subscription service; and

WHEREAS, Replica, Inc. subscription service contains data which allows organizations to analyze link analysis (analyzing who's traveling to and from your City and why), origin-destination flows, corridor studies, transit studies, pandemic recovery, workforce profiles, environmental equity analysis, residential profile conditions, active transportation analysis, economic impact assessments, freight studies, tax forecasting, etc.; and

WHEREAS, City Managers and other key staff attended two Replica, Inc. demonstrations. Staff believes the data available from Replica, Inc. will be invaluable specifically for transportation analysis and planning; economic development trend analysis and planning; analysis of the public's utilization of Gladstone's Parks & Recreation facilities and programs; public safety applications, etc.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a cooperative agreement with Clay County and the Cities of Excelsior Springs, Liberty, Kearney, North Kansas City, and Smithville, Missouri for Replica, Inc. subscription service access on the terms and conditions described herein and as more particularly set forth in the Cooperative Agreement.

BILL NO. 22-42

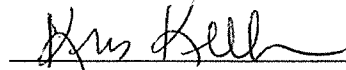
ORDINANCE NO. 4.618

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY
OF GLADSTONE, MISSOURI, THIS 12TH DAY OF DECEMBER, 2022.**



Bill Garnos, Mayor

ATTEST:



Kris Keller, City Clerk

1st Reading: December 12, 2022

2nd Reading: December 12, 2022



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 22-42

ORD ☒ # 4.618

Date: 12/3/2021

Department: General Administration

Meeting Date Requested: 12/12/2022

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Cooperative Agreement with Clay County for Replica, Inc. subscription service access

Background:

This summer, Clay County Administrator Dianna Wright approached municipalities in Clay County regarding a shared subscription for Replica, Inc. through a Cooperative Agreement between Clay County and the cities of Excelsior Springs, Gladstone, Kearney, Liberty, North Kansas City, and Smithville. Replica, Inc. is a subscription service that contains data which allows organizations to analyze link analysis (analyzing who's traveling to and from your City and why), origin-destination flows, corridor studies, transit studies, pandemic recovery, workforce profiles, environmental equity analysis, residential profile conditions, active transportation analysis, economic impact assessments, freight studies, tax forecasting, etc. Replica data supports the traditional work of transportation and city planning and empowers entirely new ways of understanding activity in the built environment.

Clay County and each participating City will enter into a Cooperative Agreement which will allow each participating City to have access to the Replica, Inc. subscription. The Cooperative Agreement also serves as a cost-sharing agreement for the Replica, Inc. subscription. As part of the Cooperative Agreement with Clay County, each City's annual subscription cost will be based on a cost-sharing formula based on each City's respective population. The Cooperative Agreement will take effect upon approval of each participating party's governing body. The City of Gladstone's annual cost is \$ 12,029.78 per year during the two (2) year term of the Cooperative Agreement.

Clay County will enter into an umbrella Platform Service Agreement with Replica, Inc. in which each participating City mentioned above will be an authorized user of the Replica, Inc. subscription service.

City Managers and other key staff attended two Replica, Inc. demonstrations. Staff believes the data available from Replica, Inc. will be invaluable specifically for transportation analysis and planning; economic development trend analysis and planning; analysis of the public's utilization of Gladstone's Parks & Recreation facilities and programs; public safety applications, etc.

RES ☐# City Clerk Only

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Budget Discussion: Funds are budgeted in the amount of \$0 Funds for this project will be allocated during the year end budget process from the General Fund. Ongoing costs are estimated to be \$ 12,000 annually. Previous years' funding was \$0

Public/Board/Staff Input: Staff recommends approval

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Scott Wingerson
Department Director/Administrator

JM
City Attorney

SW
City Manager

COOPERATIVE AGREEMENT

THIS AGREEMENT entered into this 21 day of November, 2022,
by and between Clay County, Missouri, (the "County") and the following cities (the "Cite")
located in Clay County, Missouri:

- 1) Liberty,
- 2) North Kansas City,
- 3) Gladstone,
- 4) Excelsior Springs,
- 5) Smithville, and
- 6) Kearney

WHEREAS, the County has entered into discussions with Replica, Inc. (the "Company")
to purchase a subscription from the company;

AND WHEREAS, the subscription includes access to analytical data, including
population, transportation, economic, and workforce data, among other information included
with the subscription;

AND WHEREAS, the cities would benefit from having access to the subscription;

AND WHEREAS, the parties desire to enter into a cooperative agreement under ' 70.220
RSMo. for the purpose of allowing the parties to have access to the subscription;

AND WHEREAS, access to the subscription will mutually benefit the parties;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the
parties agree as follows:

1. Upon execution of this agreement, County shall enter into an agreement with the
company to purchase the subscription for two (2) years at an annual cost of \$48,000.00.
2. Each city shall be allowed to use the subscription as a "customer" or "user" as set
forth in the contract documents.

3. Each party to this agreement will pay a percentage of the total contract price based on the party's respective population. The annual allocation of cost-sharing shall be as follows:

| Entity | Population | % of Population | Share of Cost |
|-------------------|------------|-----------------|---------------|
| Liberty | 30,167 | 28% | \$13,409.54 |
| North Kansas City | 4,467 | 4% | \$1,985.63 |
| Gladstone | 27,063 | 25% | \$12,029.78 |
| Excelsior Springs | 10,376 | 10% | 4,612.24 |
| Smithville | 10,406 | 10% | \$4,625.57 |
| Kearney | 10,404 | 10% | \$4,624.69 |
| Clay County | 15,101 | 14% | \$6,712.55 |

4. Each city shall pay to the county their share of the contract price within thirty (30) days of receiving an invoice from the county.

5. Each party shall be obligated to pay their share of the contract price for the duration of the contract term of two (2) years, provided that the contract remains in place and each party continues to have access to the subscription.

6. *Effective Date.* This cooperative agreement will take effect upon approval of the County Commission and the Cities. Each body shall approve and maintain this agreement pursuant to '70.230, RSMo.

7. This writing contains the entire agreement of the parties. No representations were made or relied upon by either party, other than those expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any term of this agreement, unless done in writing and signed by the parties.

8. *Controlling Law.* The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Missouri.

9. *Waiver.* The failure of either party to this agreement to object to or to take affirmative action with respect to the conduct of the other party which is in violation of the terms of this agreement shall not be construed as a waiver of the violation or breach, or any future violation, breach, or wrongful conduct.

10. *Notices.* All notices pertaining to this agreement shall be in writing and transmitted by either personal hand delivery or through the United States Post Office, certified or registered mail return receipt requested.

11. *Headings.* Headings in this agreement are for convenience only and shall not be used to interpret or construe as provisions.

12. *Binding Effect.* The provisions of this agreement are binding on the parties hereto, their heirs, successors, and assigns.

COUNTY OF CLAY, MISSOURI

Approved:

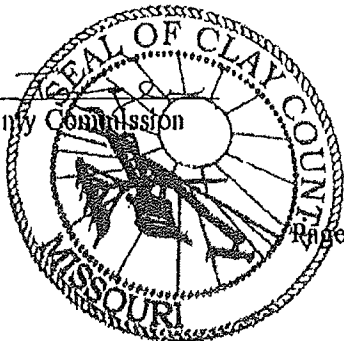
County Counselor

Authorized Commissioner

By: Jerry Nothe

ATTEST:

Clerk of the County Commission



CITY OF LIBERTY, MISSOURI

Lyndell W. Brenton
Authorized Representative
By: Lyndell Brenton, Mayor

ATTEST:

Janet Pitt
City Clerk

CITY OF NORTH KANSAS CITY, MISSOURI

Authorized Representative
By: _____

ATTEST:

City Clerk

CITY OF GLADSTONE, MISSOURI

Authorized Representative
By: _____

ATTEST:

City Clerk

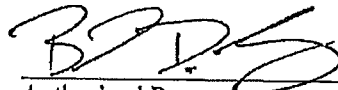
CITY OF LIBERTY, MISSOURI

Authorized Representative
By: _____

ATTEST:

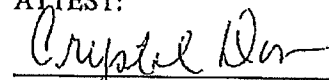
City Clerk

CITY OF NORTH KANSAS CITY, MISSOURI



Authorized Representative
By: Bryant DeLong, Mayor

ATTEST:



Crystal Doss, City Clerk

CITY OF GLADSTON, MISSOURI

Authorized Representative
By: _____

ATTEST:

City Clerk

CITY OF LIBERTY, MISSOURI

Authorized Representative
By: _____

ATTEST:

City Clerk


CITY OF NORTH KANSAS CITY, MISSOURI

Authorized Representative
By: _____

ATTEST:


City Clerk

CITY OF GLADSTONE, MISSOURI



Authorized Representative
By: Scott Wingen, City Manager

ATTEST:



City Clerk

CITY OF EXCELSIOR SPRINGS, MISSOURI

Molly McGovern

Authorized Representative

By: Molly McGovern

ATTEST:

Shannon Steward

City Clerk

CITY OF SMITHVILLE, MISSOURI

Authorized Representative

By: _____

ATTEST:

City Clerk

CITY OF KEARNEY, MISSOURI

Authorized Representative

By: _____

ATTEST:

City Clerk

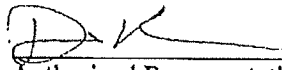
CITY OF EXCELSIOR SPRINGS, MISSOURI

Authorized Representative
By: _____

ATTEST:

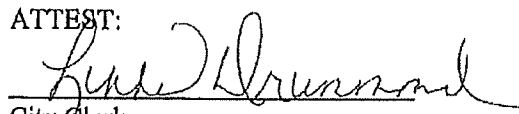
City Clerk

CITY OF SMITHVILLE, MISSOURI



Authorized Representative
By: Mayor Damien Boley

ATTEST:



City Clerk

CITY OF KEARNEY, MISSOURI

Authorized Representative
By: _____

ATTEST:

City Clerk

CITY OF EXCELSIOR SPRINGS, MISSOURI

Authorized Representative
By: _____

ATTEST:

City Clerk

CITY OF SMITHVILLE, MISSOURI

Authorized Representative
By: _____

ATTEST:

City Clerk

CITY OF KEARNEY, MISSOURI

Shirley Ernyen
Authorized Representative
By: Shirley Ernyen

ATTEST:

Shirley Ernyen
City Clerk



RESOLUTION 1147

A RESOLUTION APPROVING A COOPERATIVE AGREEMENT

WHEREAS, Clay County has entered into discussions with Replica, Inc. to purchase a subscription with the company to include access to analytical data, including population, transportation, economic, and workforce data; and

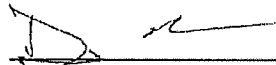
WHEREAS, the City of Smithville would benefit from having access to the subscription; and

WHEREAS, Smithville wishes to enter into a cooperative agreement pursuant to Section 70.220 R.S.Mo to use said data.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

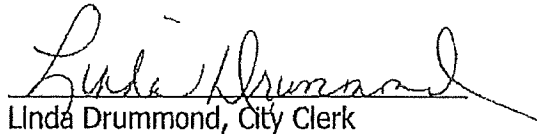
THAT the Mayor is authorized to execute the Cooperative Agreement with Clay County on behalf of the City of Smithville.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 15th day of November, 2022.



Darlen Boley, Mayor

ATTEST:



Linda Drummond, City Clerk

Bill No. 27-2022

Ordinance No. 1506-2022

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BETWEEN CLAY COUNTY, MISSOURI, KEARNEY, MISSOURI AND OTHER CITIES IN CLAY COUNTY RELATING TO A TWO-YEAR SOFTWARE SUBSCRIPTION WITH REPLICA, INC. IN THE AMOUNT OF \$4,624.69.

WHEREAS, Clay County, Missouri will purchase a two-year software subscription from Replica, Inc. and has invited cities located in the County to participate for a fee; and

WHEREAS, the Board of Aldermen believes the subscription will benefit the citizens of Kearney by providing staff access to data which can be utilized to for budgeting, planning and decision making related to public infrastructure and economic development projects.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AS FOLLOWS:

Section 1. That the cooperative agreement between the Clay County, Missouri and the cities of Kearney, Liberty, North Kansas City, Gladstone, Excelsior Springs and Smithville, Missouri relating to the software subscription with Replica, Inc. in the amount of \$4,624.69 is hereby approved and the City Administrator is authorized and directed to execute the agreement on behalf of the City. A copy of the agreement shall be attached and considered part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen of the City of Kearney and approval by the Mayor.

ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN, CITY OF KEARNEY, MISSOURI, THIS 21 DAY OF December, 2022.

APPROVED:

Randy Pogue

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen
Sheila Ernzen, City Clerk

ATTEST A TRUE AND CERTIFIED COPY:

Sheila Ernzen
Sheila Ernzen, City Administrator/Clerk

