



Board of Aldermen Request for Action

MEETING DATE: 11/15/2022

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1147 – A Resolution Approving a Cooperative Agreement with Clay County

REQUESTED BOARD ACTION:

A motion to approve Resolution 1147, authorizing the Mayor to enter into a Cooperative Agreement with Clay County for access to Replica, Inc. subscription service information.

SUMMARY:

Earlier this year, the County began discussions with representatives of Replica, Inc. to purchase a subscription service to include access to analytical data. The data includes population, transportation, economic and workforce information. Following discussions among management staff representing all the cities of the county and a demonstration of the service, it was decided that access to this data would be useful to cities throughout the county for a variety of analytical purposes.

All cities represented indicated support of this project and agreed to participate financially in the subscription service on a pro rata basis based on the population of each city. The attached Cooperative Agreement outlines the responsibilities of each entity and the financial contribution of each city. The City of Smithville portion of the costs is \$4,625.57 annually. This is within the City Administrator's purchase authority; however, approval of the Cooperative Agreement is required at this time.

PREVIOUS ACTION:

POLICY ISSUE:

Information review and analysis.

FINANCIAL CONSIDERATIONS:

Sufficient funds exist in the Administration Department's FY2023 budget.

ATTACHMENTS:

- | | |
|------------------------------------------------------|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Agreement | |

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.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

COOPERATIVE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2022,
by and between Clay County, Missouri, (the "County") and the following cities (the "Cities")
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.
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:_____

ATTEST:

Clerk of the County Commission

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:_____

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

Authorized Representative

By:_____

ATTEST:

City Clerk