



**Agenda of the Belton City Council
Electronic Meeting
November 10, 2020 – 6:00 p.m.
520 Main Street, Belton Missouri
<https://www.belton.org/watch>**

Members of the public may observe and attend the meeting at the URL location above.

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilmember Clark
- III. ROLL CALL
- IV. PERSONAL APPEARANCES
- V. CONSENT AGENDA
One motion, non-debatable, to approve the "recommendations" noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

A. Motion approving the minutes of the October 27, 2020, City Council Meeting.

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B. Motion authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.

City departments have reviewed these items and it was determined there was no value to any departments.

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**C. Motion approving Resolution R2020-81
A resolution authorizing the City of Belton, Missouri through the Belton Police Department to purchase 45 Tasers, equipment and on-line training services from Axon Enterprises, Inc.**

This purchase is within budget for FY2021.

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D. Motion approving Resolution R2020-82

A resolution approving the use of ETC Institute, a market research and community survey services firm, to design, administer, analyze and report statistically valid data regarding recycling interest in the City of Belton, Missouri with said survey paid via 80/20 grant from MARC.

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E. Motion approving Resolution R2020-83

A resolution approving Task Agreement 2020-6 with Wilson and Company to complete a watershed study for drainage improvements in the area of Hargis Gardens neighborhood in the not-to-exceed amount of \$84,500.00.

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F. Motion approving Resolution R2020-84

A resolution approving an agreement between the City of Belton, Missouri and Baker Tilly and authorizing the execution of the same.

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VI. REGULAR AGENDA

A. Motion approving the first reading of Bill No. 2020-50

An ordinance of the City of Belton, Missouri, calling for and establishing the date of the General City Election for Municipal Officers to be held on April 6, 2021.

Filing for Mayor and four seats on the Belton City Council, one from each Ward, for the annual City election on Tuesday, April 6, 2021, opens Tuesday, December 15, 2020 at 8:00 a.m. and ends on Tuesday, January 19, 2021 at 5:00 p.m.

Filing may be recorded with the City Clerk at Belton City Hall, 506 Main Street, Belton, MO, during normal business hours from 8:00 a.m. until 5:00 p.m., Monday through Friday.

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B. Motion approving the first reading of Bill No. 2020-51

An ordinance approving the 2021 Intergovernmental Agreement with the Mid-America Regional Council Solid Waste Management District for participation in the Regional Household Hazardous Waste Program.

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C. Motion approving the first reading of Bill No. 2020-52

An ordinance of the City of Belton, Missouri approving a cooperative agreement between the City of Belton, Missouri and the Mid-America Regional Council for funding operations of Operation Green Light traffic control system in the amount of \$8,400.

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VII. CITY COUNCIL LIAISON REPORTS

VIII. MAYOR'S COMMUNICATIONS

IX. CITY MANAGER'S REPORT

November/December City Council Meetings – 6:00 p.m.

November 24, 2020

December 8, 2020

December 22, 2020

X. COMMUNICATIONS FROM CITY COUNCIL

XI. ADJOURN MEETING

SECTION V

A

**Minutes of the Belton City Council
October 27, 2020
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the work session to order at 6:00 p.m.

Mike Groszek, Troutt Beeman, presented the FY20 audited consolidated annual finance report.

Being no further business, Mayor Davis adjourned the work session at 6:12 p.m. and called the regular meeting to order.

Councilmember Savage led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Davis, Gary Lathrop, Chet Trutzel, Dean VanWinkle, Ryan Finn, Tim Savage, Dave Clark, and Lorrie Peek

Councilmember absent: Stephanie Davidson

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Andrea Cunningham, City Clerk

PERSONAL APPEARANCES

Police Chief James Person presented a plaque to Captain Don Spears upon his retirement for 42 years of service at the Belton Police Department.

At 6:19 p.m. the Council recessed for a reception for Captain Spears. Mayor Davis called the meeting back to order at 6:31 p.m.

CONSENT AGENDA

Councilmember Lathrop moved to approve the consent agenda consisting of a motion:

- **approving the minutes of the October 13, 2020, City Council Meeting.**
- **approving the September 2020 Municipal Division Summary Report for Municipal Court.**
- **approving Resolution R2020-76: A resolution approving the purchase of duty coats from Orr Safety Corporation for the Fire Department in the amount of \$3,967.00.**
- **approving Resolution R2020-77: A resolution approving trade-in of existing golf cart fleet (14, 2007 Yamaha's and 60, 2015 Ezgo TXT) and lease/purchase of seventy-four (74) 2021 Club Car Tempo golf carts with accessories from M&M Golf Cars LLC totaling \$168,980, and financed over five (5) years through DLL Financial Solutions in the amount of \$13,071.10; for a total amount of \$182,051.10.**
- **approving Resolution R2020-78: A resolution approving Task Agreement No. 2020-7 with Breit Construction, LLC, the lowest and best bid, in a not-to-exceed amount of**

\$21,558.00 for Allen Avenue culvert replacement project water relocation work at 161st Street and Allen Avenue.

- approving Resolution R2020-79: **A resolution formally accepting the Meadow Creek Phase 2 subdivision new public infrastructure of 3,790 feet of 8” water line and associated valves, fittings, and fire hydrants; 3,846 feet of sanitary sewer main and associated manholes; 3,078 feet of storm sewer and associated structures; 8,754 lane feet of street; and six (6) stop intersections with a two-year maintenance bond in the amount of \$1,577,618.00.**
- approving Resolution R2020-80: **Resolution approving Cigna for employee provided health insurance, US Able employee provided long term disability insurance, Delta Dental employee provided dental insurance and Superior Vision employee provided vision insurance beginning January 1, 2021.**

Councilmember Clark seconded. All present voted in favor. Consent agenda approved.

REGULAR AGENDA

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2020-46: **An ordinance authorizing the Mayor to execute the First Amendment to the Amended and Restated Service Contract between the Little Blue Valley Sewer District and the City of Belton, Missouri.**

Presented by Councilmember Peek, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

Ayes: 8 Mayor Davis, Savage, Finn, Trutzel, VanWinkle, Lathrop, Peek, Clark

Noes: 0

Absent: 1 Davidson

Bill No. 2020-46 was declared passed and in full force and effect as **Ordinance No. 2020-4592**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2020-47, as revised: **An ordinance approving the Final Plat for Autumn Ridge Third Plat; a tract of land lying in Section 13, Township 46, Range 33, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder’s Office.**

Presented by Councilmember Lathrop, seconded by Councilmember VanWinkle. Vote on the final reading was recorded:

Ayes: 8 VanWinkle, Mayor Davis, Finn, Trutzel, Clark, Lathrop, Peek, Savage

Noes: 0

Absent: 1 Davidson

Bill No. 2020-47 was declared passed and in full force and effect as **Ordinance No. 2020-4593**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2020-48: **An ordinance approving the Final Plat for Traditions Villas 2nd Plat; a tract of land lying in the Southwest One-Quarter of Section 18, Township 46 North, Range 32 West, in the City of Belton, Cass**

County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.

Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Vote on the final reading was recorded:

Ayes: 8 Peek, Trutzel, Finn, Savage, Clark, Lathrop, Mayor Davis, VanWinkle

Noes: 0

Absent: 1 Davidson

Bill No. 2020-48 was declared passed and in full force and effect as **Ordinance No. 2020-4594**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2020-49: **An ordinance approving an amendment to the City's Zoning Map from C-2 (General Commercial) District to R-3A Planned Unit Development District, for 17.15 acres of the parcel located at the Southeast corner of Towne Center Drive and Markey Parkway, in the City of Belton, Cass County, Missouri.**

Presented by Councilmember Lathrop, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

Ayes: 8 Lathrop, Trutzel, Finn, Savage, Peek, Clark, Mayor Davis, VanWinkle

Noes: 0

Absent: 1 Davidson

Bill No. 2020-49 was declared passed and in full force and effect as **Ordinance No. 2020-4595**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilmember Peek reported the Belton Parks' Treat Street had a good turn out Saturday night.

MAYOR'S COMMUNICATIONS

Alexa Barton, City Manager, said the Mayor's Christmas tree lighting will be a virtual event this year. It will be November 23. More information to come.

Mayor Davis said they had lunch with Congresswoman Hartzler today.

The State of the City Chamber lunch is November 10 at Memorial Station.

CITY MANAGER'S REPORT

Jay Kennedy, Golf Course Manager, reported it only took 204 days to reach their revenue goal for this year.

Greg Rokos, Public Works Director, reported there have been nine water main breaks in the last two months. Staff have been working through the night to fix them. As the ground dries it shifts and puts pressure on the pipes.

Chief Person reported it is Red Ribbon Week. Red Ribbon Week is about drug/alcohol awareness. There will be a virtual run this year.

Ms. Barton reported we have a new senior center coordinator, Kathy Schrock. There will be a household hazardous waste event at Yeokum on Saturday, October 31.

November/December City Council Meetings – 6:00 p.m.

November 10, 2020

November 24, 2020

December 8, 2020

December 22, 2020

COMMUNICATIONS FROM CITY COUNCIL

Councilmember Finn acknowledged the 5th grade class who contacted him. They are studying government and had good questions.

Councilmember Clark asked when the Bel-Ray sidewalk replacement project will be finished. Mr. Rokos said the property owner was fixing it. He will get an update from them. Councilmember Clark also asked when sidewalk detectable warnings or ramps are required. Mr. Rokos said only when it crosses a street.

Councilmember Trutzel said he had a resident on Bel-Ray thank staff for the roadwork that has been done.

Councilmember Lathrop said he received an email with questions about animal control. Chief Person said Wayside Waifs stopped taking feral cats from the public. They are scheduling appointments for adoptable pets people want to surrender. The City has a contract with Wayside Waifs. They are taking the animals animal control picks up. They have requested we limit the number of feral cats we transport to Wayside.

Being no further business, Councilmember Lathrop moved to adjourn at 7:06 p.m. Councilmember Finn seconded. All present voted in favor. Meeting adjourned.

Andrea Cunningham, City Clerk

Mayor Jeff Davis

SECTION V

B

Police Department Items

Items for Auction 11/10/2020

- 1 Stihl hedge trimmer
- 1 Homelite blower
- 1 Yard Machines trimmer
- 1 DeWalt compressor – no hoses
- 1 snowblower

SECTION V

C

R2020- 81

A RESOLUTION AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH THE BELTON POLICE DEPARTMENT TO PURCHASE 45 TASERS, EQUIPMENT AND ON-LINE TRAINING SERVICES FROM AXON ENTERPRISES, INC.

WHEREAS, the Belton Police Department needs to replace the tasers, as they are no longer under warranty; and

WHEREAS, Axon Enterprises is offering a five (5) year contract where the initial payment of \$25,740.00 will be paid and the following four (4) years, 2021-2025, \$32,400.00 per year to cover the cost of the tasers, all equipment needed, and on-line training services for a total of \$155,340.00; and

WHEREAS, the initial funding source for this project is budgeted in FY2021, \$20,000.00 out of the Contractual line item and \$5,740.00 from the Safety Equipment line item.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AS FOLLOW:

SECTION 1. That the City Council hereby authorizes and approves the purchase of 45 tasers, all necessary equipment and on-line services from Axon Enterprises, Inc.

SECTION 2. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

Duly read and passed this ____ day of _____, 2020.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2020, and adopted at a regular meeting of the City council held the ____ day of _____, 2020, by the following vote, to-wit:

AYES: COUNCILMEN

NOES: COUNCILMEN

ABSENT: COUNCILMEN

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: November 10, 2020
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

Engineer: Dept. Dir: Attorney: City Admin.:

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Other
<input type="checkbox"/> Motion			

ISSUE/REQUEST: Approve the purchase of 45 Tasers, all equipment and on-line training needed for the next five (5) years from Axon Enterprise. With the initial payment of \$25,740.00 and the following (4) years a payment of \$32,400.00 for a total expenditure of \$155,340.00.

PROPOSED CITY COUNCIL MOTION: To approve the purchase of Tasers, equipment and on-line training needed for the next five years in the amount of \$155,340.00.

BACKGROUND: *(including location, programs/departments affected, and process issues)*

Our current inventory of X2 Tasers is past their 5 year warranty. Axon will no longer stand behind the product or defend the use of the product in any litigation. By entering this payment program, we lock in the cost of the equipment, training, replacement cartridges and all necessary items for the term of the contract.

IMPACT /ANALYSIS:

The funds are currently budgeted under contractual services for the Taser as well as fund in the safety equipment budget for necessary Taser supplies. The following four (4) years we will be budgeting an additional \$32,400.00/yr. to the Contractual Services line item to cover the cost of the Tasers.

FINANCIAL IMPACT

Contractor:	Axon Enterprises, Inc.	
Amount of Request/Contract:	\$ 155,340.00: <u>25,740.00</u> / 2020 – \$32,400.00 Next four years	
Amount Budgeted:	\$15,000.00	
Funding Source:	010-3800-400-3020	
Additional Funds	\$5,000.00	and \$5,740.00
Funding Source	010-3800-400-3020	010-3800-400-4011
Encumbered:	\$ 25,740.00	
Funds Remaining:	\$	

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION: Approved
OTHER BOARDS & COMMISSIONS ASSIGNED: Date: Action:

Memo from Lieutenant Davis
Quote from Axon Enterprise, Inc.
Additional Memo from Lt. Davis



Belton Police Department

Memo

To: Chief J. Person #100
From: Lt. D. Davis #308
Date: 10-15-2020
Re: Axon / Taser Program

As you are aware, the department has used Axon / Taser for our electronic control devices for several years. Our current inventory of X2 Tasers are past their 5 year warranty. As such, Axon will no longer stand behind the product or defend the use of the product in any litigation. It has been strongly recommended by our lead Taser instructor (Sean Myers) that our inventory of Tasers is replaced as soon as possible for safety and liability reasons.

I requested Ptl. Myers obtain a quote from Axon / Taser for the replacement of our Taser inventory. Ptl. Myers obtained two new Taser 7s for testing and evaluation. Ptl. Myers then received a quote from Axon / Taser to replace our inventory. Axon / Taser sells their product as a package which includes the following:

- Taser 7s
- Holsters
- Field Cartridges
- Training Cartridges
- Virtual Reality De-escalation Training
- "Halt" Suit (training suit)
- Battery Packs
- Battery Docking Stations
- Instructor Vouchers
- Master Instructor Voucher
- Software Licenses
- Training Target
- 5 Year Warranty

Axon / Taser sells the product with the costs spread over 5 years. With the discounts Ptl. Myers was able to negotiate, the first year of the program will cost \$25,740 and the following 4 years will cost \$32,400. By entering this payment program, we lock in the cost of the equipment, training, replacement cartridges and all necessary items for the term of the contract. Axon / Taser generally raises the cost of all their products and services at least 4% each year.

We currently have funds budgeted under contractual services for the Taser program as well as funds in the safety equipment budget for necessary Taser supplies. I am requesting that we utilize funds from our contractual services budget and safety equipment budget for FY2021 to enter into this 5 year agreement and place the yearly costs of \$32,400 into the contractual services line item budget for FY2022, 2023, 2024 and 2025.

Respectfully,

A handwritten signature in black ink, appearing to read "Dan Davis", followed by the number "#308".

Lt. Dan Davis #308



Belton Police Department

Memo

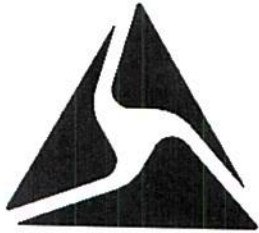
To: Chief J. Person #100
From: Lt. D. Davis #308
Date: 10-23-2020
Re: Axon / Taser

I have conducted additional research into the purchase options for our Taser program. After consulting with Ptl. Myers, I have been able to obtain the answers you requested. Axon / Taser is the sole supplier of the necessary equipment, support equipment (batteries & cartridges, etc.) and training for this program. As such, there is no bidding or contract pricing we could find elsewhere. All agencies have to purchase directly from Taser.

Taser is the only electronic control device on the market at this time. If we are to continue equipping our officers with electronic control devices, they will have to be from Axon / Taser. If we stop issuing electronic control devices to our officers, it could potentially open us up to liability as we would be removing a use of force option from the officers.

Respectfully,

Lt. Dan Davis #308



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-272165-44113.711AB

Issued: 10/09/2020

Quote Expiration: 11/30/2020

Account Number: 108767

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Shawn Myers
Belton Police Department - MO
7001 E. 163RD ST.
Belton, MO 64012
US

BILL TO

Belton Police Department - MO
7001 E. 163RD ST.
Belton, MO 64012
US

SALES REPRESENTATIVE

Ashley Bittl
Phone: 480-515-6309
Email: abittl@taser.com
Fax: (888) 855-5281

PRIMARY CONTACT

Shawn Myers
Phone: (816) 348-4422
Email: smyers@beltonpd.org

Year 1 T7 Cert

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	45	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	45	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		45	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		90	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		90	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		90	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		90	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		45	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		45	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		54	0.00	0.00	0.00

Year 1 T7 Cert (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		54	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		135	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		135	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		45	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		45	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		2	1,500.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		2	300.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	43.90	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	45	720.00	572.00	25,740.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		1	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	45	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	60	45	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	495.00	0.00	0.00
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00

Year 1 T7 Cert (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Subtotal						25,740.00
Estimated Shipping						0.00
Estimated Tax						0.00
Total						25,740.00

Year 1 Trade-In

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20104	TASER 7 TRADE-IN UPFRONT PURCHASE		37	0.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		1	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		90	0.00	0.00	0.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		90	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	45	720.00	720.00	32,400.00
Subtotal						32,400.00
Estimated Tax						0.00
Total						32,400.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		90	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		90	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		90	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		90	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	45	720.00	720.00	32,400.00
Subtotal						32,400.00
Estimated Tax						0.00
Total						32,400.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		90	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		90	0.00	0.00	0.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	45	720.00	720.00	32,400.00
Subtotal						32,400.00
Estimated Tax						0.00
Total						32,400.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		90	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		90	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	45	720.00	720.00	32,400.00
Subtotal						32,400.00
Estimated Tax						0.00
Total						32,400.00

Grand Total	155,340.00
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Discounts (USD)

Quote Expiration: 11/30/2020

List Amount	166,677.80
Discounts	11,337.80
Total	155,340.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 T7 Cert	25,740.00
Year 1 Trade-In	0.00
Spares	0.00
Year 2	32,400.00
Year 3	32,400.00
Year 4	32,400.00
Year 5	32,400.00
Grand Total	155,340.00

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

PO# (Or write
N/A): _____

Please sign and email to Ashley Bittl at abittl@taser.com or fax to (888) 855-5281

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

Q-272165-44113.711AB

025 7

Protect Life.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-272165-44141.633AB

Issued: 11/06/2020

Quote Expiration: 11/30/2020

Account Number: 108767

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Shawn Myers
Belton Police Department - MO
7001 E. 163RD ST.
Belton, MO 64012
US

BILL TO

Belton Police Department - MO
7001 E. 163RD ST.
Belton, MO 64012
US

SALES REPRESENTATIVE

Ashley Bittl
Phone: 480-515-6309
Email: abittl@taser.com
Fax: (888) 855-5281

PRIMARY CONTACT

Shawn Myers
Phone: (816) 348-4422
Email: smyers@beltonpd.org

Year 1 T7 Cert

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	45	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	45	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		45	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		90	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		90	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		90	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		90	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		45	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		45	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		54	0.00	0.00	0.00

Year 1 T7 Cert (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		54	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		135	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		135	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		45	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		45	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		2	1,500.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		2	300.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	43.90	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	45	720.00	572.00	25,740.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		1	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	45	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	60	45	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	495.00	0.00	0.00
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00

Year 1 T7 Cert (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
Not Eligible TASER 7 MASTER INSTRUCTO R SCHOOL VOUC	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	25,740.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	25,740.00

Year 1 Trade-In

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20104	TASER 7 TRADE-IN UPFRONT PURCHASE		37	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		1	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		90	0.00	0.00	0.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		90	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	45	720.00	720.00	32,400.00
					Subtotal	32,400.00
					Estimated Tax	0.00
					Total	32,400.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		90	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		90	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		90	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		90	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	45	720.00	720.00	32,400.00
					Subtotal	32,400.00
					Estimated Tax	0.00
					Total	32,400.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		90	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		90	0.00	0.00	0.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	45	720.00	720.00	32,400.00
					Subtotal	32,400.00
					Estimated Tax	0.00
					Total	32,400.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		90	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		90	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	45	720.00	720.00	32,400.00
					Subtotal	32,400.00
					Estimated Tax	0.00
					Total	32,400.00
					Grand Total	155,340.00

Discounts (USD)

Quote Expiration: 11/30/2020

List Amount	166,677.80
Discounts	11,337.80
Total	155,340.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 T7 Cert	25,740.00
Year 1 Trade-In	0.00
Spares	0.00
Year 2	32,400.00
Year 3	32,400.00
Year 4	32,400.00
Year 5	32,400.00
Grand Total	155,340.00

Notes

Trade-in amount of \$180 per taser for total trade credit of \$8,100.
Trading in (37) old devices. Rep added (8) extra for a total of (45) at the full discount amount.
Extra discounts: 2 docking stations & 2 Instructor vouchers for a total of: \$3,237.80

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (Or write N/A): _____	

Please sign and email to Ashley Bittl at abittl@taser.com or fax to (888) 855-5281

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

SECTION V

D

R2020-82

A RESOLUTION APPROVING THE USE OF ETC INSTITUTE, A MARKET RESEARCH AND COMMUNITY SURVEY SERVICES FIRM, TO DESIGN, ADMINISTER, ANALYZE AND REPORT STATISTICALLY VALID DATA REGARDING RECYCLING INTEREST IN THE CITY OF BELTON, MISSOURI WITH SAID SURVEY PAID VIA 80/20 GRANT FROM MARC.

WHEREAS, on September 8, 2020 under Ordinance No. 2020-4590, the City Council approved a Mid-America Regional Council (MARC) Solid Waste Management District (SWMD) Grant for a community recycling survey in the amount of fourteen thousand four hundred and eighty (\$14,480.00) dollars; and

WHEREAS, The City of Thorton, Colorado cooperatively bid and selected ETC Institute as the most qualified firm to provide surveying services; and

WHEREAS, Code Section 2-927 of the City of Belton, Missouri encourages participation in cooperative purchasing programs; and

WHEREAS, ETC Institute is a well known and reputable market search firm that has completed research projects and statistically valid surveys in more than 700 local governmental organizations, including Mid America Regional Council (MARC).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI.

Section 1. That the City Council hereby accepts the City of Thorton, Colorado agreement with ETC Institute, a cooperatively bid contract, herein attached and incorporated in this resolution as **Exhibit A**.

Section 2. That the City Council authorizes and approves ETC Institute's proposal to conduct a recycling survey for the City of Belton, herein attached and incorporated in this resolution as **Exhibit B**.

Section 3. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this ____ of _____, 2020.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS)SS
CITY OF BELTON)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2020, and adopted at a regular meeting of the City Council held the ____ day of _____, 2020 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

Exhibit A

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES Citizen Surveys, Project No. 253-20

This Professional Consulting Services Agreement for Data Collection and Reporting of Thornton, CO Citizens Surveys, Project No. 253-20. ("Agreement") is made and entered into this 19th day of August, 2020, by and between the City of Thornton, a Colorado home rule municipality, whose address is 9500 Civic Center Drive, Thornton, CO 80229 ("Thornton") and ETC Institute whose principal place of business is located at 725 West Frontier Lane, Olathe, KS 66061 ("Vendor" or "Consultant") each may be referred to collectively as, the ("Parties") or individually as the ("Party").

I. RECITALS

- A. Thornton requires Professional Consulting Services in connection with Data Collection and Reporting of Thornton, CO Citizens Surveys, Project No. 253-20 (the "Project").
- B. On or about **August 6, 2020**, Thornton selected Consultant as the most qualified firm to provide the services described in this Agreement.
- C. Consultant selected by Thornton represents it has the requisite expertise and professional experience to perform the services this Project requires as described herein and Thornton needs during the term of this Agreement.

In consideration of the promises stated herein, the Parties agree as follows:

II. TERMS AND CONDITIONS

- A. **Definitions, Interpretation.** Capitalized terms not defined below shall have the meanings given them in the Contract Documents where they are defined. Further, otherwise consistent with the context, the singular shall include the plural and the plural shall include the singular. The titles of articles and sections used in this Agreement are primarily for the convenience but may be used as aids in interpreting any provision herein.
 - 1. Agreement means the Agreement between Thornton and Consultant, including Amendments, Change Orders, and Exhibits made part of the Agreement upon or after its execution.
 - 2. Contract Documents consist of those documents identified in the Agreement, and Change Orders and Amendments issued after execution of the Agreement.
 - 3. Day in any Contract Document refers to a Calendar Day of twenty-four (24) hours measured from midnight to the nextmidnight.

4. Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, diagrams, and notes, also sometimes referred to as plans. The Drawings may contain Specifications, and the Specifications may contain Drawings.
5. Commencement Date is the designated date on which it becomes effective, but if no such date is designated, it is the date on which Thornton signs the Agreement.
6. Including shall, unless otherwise specifically stated, mean ***including, but not limited to*** and words such as ***hereby, herein, and hereunder*** and words of similar import shall be construed to refer to this Agreement in its entirety.
7. Specifications are that part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
8. Subconsultant ("Subcontractor") is a person or entity retained by Consultant as an independent contractor to provide labor, materials, equipment, and/or services necessary to complete a specific portion of the Work; or any other party supplying labor and material or only labor for Work under a separate contract or agreement with Consultant. Moreover, the terms "Subconsultant" and "Subcontractor" are interchangeable herein and will, at all times, have, express or convey the same meaning. The term does not include a Separate Consultant or a Separate Consultant's subcontractors.
9. Work ("Services") is the various elements identified and required by the Contract Documents and includes and is the result of performing or providing all labor, services, and documentation necessary to produce, furnish, install, and incorporate all materials and equipment necessary to complete the services in accordance with the Contract Documents. Moreover, the terms "Work" and "Services" are interchangeable herein and will, at all times, have, express or convey the same meaning.

B. Contract Documents.

1. The following documents, including all exhibits and attachments listed, contained, or referenced in this Agreement, by this reference are incorporated verbatim into this Agreement:
 - a. Thornton Approved Amendments to this Agreement.

- b. This Agreement for Professional Consulting Services (together with Exhibits):
 - i. Exhibit A General Scope Of Services and Expectations
 - ii. Exhibit B Consultant's Personnel Listing
 - iii. Exhibit C Schedule Of Charges
 - c. Purchase Orders.
- 2 In the event there is a conflict between any of the above-listed documents, the provisions of the document listed first in order shall govern over those documents listed in descending order in subparagraph B.1 above after the first listed document
- 3 Service Provider may need additional documents to perform the required Work and Services, or to clarify certain aspects of the Work and Services, that are not listed in Section B.1 above. Such documents, unless specifically identified as such, are not Contract Documents. These documents, by way of example include, but are not limited to:
 - a. The Request for Proposals (including Addenda);
 - b. The Service Provider's response to the Request for Proposals;
 - c. Other Thornton policies and procedures as applicable.
- 4 Consultant shall perform the Services with the staff identified in the attached **Exhibit B**, unless otherwise authorized in writing by Thornton.
- C. **Project Description.** Data collection and reporting out to Thornton's Senior Leadership and City Manager's Office of survey data from Thornton, CO citizens.
- D. **Consultant's Scope of Services.** Upon recipient of a written Notice to Proceed from Thornton, Consultant acknowledges that its scope or services includes furnishing all of the technical, administrative, professional, and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform and complete the Services described in the attached **Exhibit A**. ("Scope of Services" or "Services").
- E. **Term: Commencement and Termination Dates.** This Agreement shall commence on the date written above and terminates on December 31, 2024, but in no event later than when the Services are complete, or except if terminated earlier as provided herein.

F. Compensation.

1. **Remuneration.** Thornton agrees to pay Consultant's billable hourly rates and approved reimbursable expenses as set forth in the attached **Exhibit C, Schedule of Charges**, provided, however, the maximum amount Thornton will pay Consultant under this Agreement for the initial year's project is not to exceed nineteen thousand seven hundred twelve dollars (\$19,712.00) without a written amendment or change order executed by the Parties.
2. **Invoicing.**
 - a. Consultant shall prepare and send by electronic format a detailed monthly invoice to ap.invoices@ThorntonCo.gov.
 - b. Invoices become due and payable thirty (30) days after date of receipt by Thornton of a complete and correct invoice.
 - c. Invoices shall reference the Purchase Order Number assigned by Thornton, and be itemized showing each completed milestone, the hourly breakdown for personnel, and/or other applicable charges.
 - d. Each invoice will show the total amount from the date of the original Agreement, and any subsequently issued Purchase Orders and amendments that change the amount of the Agreement. In addition, invoices must include billing and payment summaries up to the date of the submitted invoice. Thornton reserves the right to withhold final payment until the Services are complete. Consultant shall not perform any Services without receiving a Purchase Order issued by Thornton.
 - e. Consultant shall break down invoices by the phases specified in the Scope of Work. Each phase shall be further itemized by cost for each completed task performed for that phase. Consultants will only invoice Thornton for work that is performed to Thornton's satisfaction, or the percentage of work satisfactorily performed for that phase, unless Service Provider has Thornton's written approval in advance. Under no circumstances will Consultant submit an invoice for work for more than the total amount specified for any given phase. Furthermore, under no circumstances may Consultant bill or otherwise invoice for work not specifically authorized.

G. Task Assignment

1. This Agreement provides the master terms that apply to all Services for which Thornton engages Service Provider to perform on or after the date of this Agreement.

2. Thornton shall give a written assignment to the Service Provider to perform the specified Task Assignment as authorized by each Task Assignment issued in accordance with this Agreement. A Task Assignment shall be established by Thornton issuing a Purchase Order or written Amendment.
3. Except for the limitations set forth in this Agreement, Service Provider understands there is no limit on the number of Task Assignments that may be issued by Thornton.
4. Any Task Assignment issued during the term of this Agreement and not completed before the term expires or terminates, shall be completed within the time specified in the Task Assignment.
5. The total compensation for any Task Assignment may be subject to a Not-to-Exceed ("NTE") amount as provided for in **Exhibit C Schedule of Charges**, which by this reference is incorporated into the Agreement.
6. This Agreement does not guarantee any work to the Service Provider and Thornton has no obligation to issue a Task Assignment to Service Provider for any Services nor does this Agreement create any exclusive right to perform any Services and Thornton may hire others to perform the kinds of Services that Service Provider performs.

H. **Changes to Consultant's Scope of Services, Terms and Conditions.**

1. A change in Consultant's Scope of Services is any change or amendment of Services that is different from, or in addition to Consultant's General Scope of Services as defined in **Exhibit A** of this Agreement.
2. No change to the General Scope of Services, to other Contract Documents, including any request for additional compensation, shall be effective unless authorized by a written amendment executed by Thornton's City Manager ("Manager") or Manager's designee(s).
3. Except as expressly provided herein, no agent, employee, or representative of Thornton has the authority to change or modify - directly or by an implied course of action, the General Scope of Services or the terms of this Agreement.

I. **Consultant's Personnel, Subcontracting.**

1. **Approval of Key Professionals.** Consultant shall perform the Services with the persons, personnel, subconsultants and named entities identified in the attached **Exhibit B**, unless otherwise authorized in writing by Thornton. All of Consultant's key professional personnel identified in **Exhibit B** shall be assigned by Consultant or its subconsultant (including any subcontractors) to perform the Services under this Agreement. If Thornton requires

Consultant to identify certain subcontractors, other entities, personnel or individuals ("Key Professionals") before the Agreement's commencement date for Thornton's review and acceptance, Consultant shall submit a list of Key Professionals, along with their résumés and information, describing each one's abilities to perform their assigned tasks no later than thirty (30) days before this Agreement's commencement date. If Thornton does not respond within fifteen (15) days from receiving Consultant's list, all listed Key Professionals will be deemed approved by Thornton.

2. Replacement of Key Professionals. The Parties understand that Key Professionals will be engaged to perform their specialty Services required by this Agreement, and Consultant and its subconsultant shall retain Key Professionals for the term of this Agreement to the extent practicable and to the extent their specialties maximizes the quality of Services performed hereunder. If Consultant decides to replace a Key Professional, it shall notify Thornton in writing of the changes it desires to make. Thornton will respond to Consultant regarding replacement of a Key Professional within fifteen (15) days from the date Thornton receives Consultant's request. Consultant shall not replace any Key Professional without Thornton's written approval, which will not be withheld unreasonably.
3. Performance by Key Professionals. If, during the term of this Agreement, Thornton determines that a Key Professional's performance is unacceptable, they will notify Consultant and give Consultant the time that Thornton considers reasonable to correct such performance. Thereafter, if a Key Professional's performance is still unacceptable, Thornton will notify Consultant to reassign the Key Professional and Consultant shall use its best efforts to obtain an adequate substitute within ten (10) days from the date of the notice.
4. Consultant's Subconsultants.
 - a. Thornton's Approval Required. Consultant may retain and subcontract with subconsultants listed in **Exhibit B, Consultant's Personnel Listing**; however, Consultant shall not execute a final agreement with any other subconsultant without obtaining written approval from Thornton first. For Thornton's approval, Consultant must submit a written description of the nature and extent of the Services a subconsultant will provide, and the subconsultant's name, address, professional experience and qualifications and any other important information. Thornton's approval of the subconsultant shall not relieve Consultant of any obligations under this Agreement. Since Consultant's representations and professional qualifications is the consideration for Thornton to enter into this Agreement, Thornton, for any reason, has the right to reject any proposed subconsultant it deems unqualified or unsuitable to perform the proposed Services, and to limit the number of

subconsultants retained by Consultant.

- b. Conflict of Interest Prohibited. No Consultant shall retain any subconsultant to perform any Services under this Agreement if Consultant, by making a reasonable inquiry, knows or should know is connected with the sale or promotion of equipment or material used to perform any Services that would be a conflict of interest. However, in unusual circumstances, Thornton may waive in writing a conflict of interest provided Consultant has fully disclosed the conflict of interest beforehand. If at any time, the Consultant becomes aware of a potential conflict of interest, it shall immediately notify Thornton in writing of the potential conflict. The notification shall contain all pertinent information to fully and accurately describe the conflict of interest. Thornton, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Consultant written notice describing the conflict.
5. Approval, Rejection of Consultant's Key Professionals, Personnel and Subconsultants. Thornton may, in its reasonable discretion, approve or reject any person or persons at any time working for Consultant. No acceptance by Thornton of any Key Professional, subcontractor, supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Thornton to reject defective Work.
6. Waiver. Consultant shall be fully responsible to Thornton for all acts and omissions of its subcontractors, Key Professionals and other persons performing or furnishing any Work or Services on behalf of Consultant just as Consultant is responsible for Consultant's own acts and omissions. Any agreement between Consultant and its approved subconsultant(s), Key Professionals and other persons must have a legally binding provision whereby they agree to waive all rights to make a claim of liability or payment against Thornton arising out of the performance of the Services under this Agreement. Nothing in the Contract Documents shall create any contractual relationship or obligation to pay any moneys due to the same, except as the law may require.

J. Compliance with All Laws and Regulations.

1. All of the Services performed under this Agreement by Consultant shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of Thornton.
2. All applicable state and federal laws, county and city ordinances, licenses and regulations of all authorities having jurisdiction over this Agreement and the Services shall apply to this Agreement throughout and will be deemed

to be included in this Agreement the same as though written out in full.

3. Worker Status. Pursuant to Colorado law, Consultant does, by its signature and attestation on this Agreement certify to the following:

- a. Consultant, as of the date of this Agreement, does not and shall not knowingly employ or contract with an illegal alien who will perform Services under this Agreement.
- b. Consultant shall participate in either the Employment Verification Program ("E-Verify Program") created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program, or the Department Program, which is the employment verification program established by the Colorado Department of Labor and Employment (the "Department") pursuant to C.R.S. §§ 8-17.5-102(5)(c) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform Services under this Agreement.
- c. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under this Agreement through participation in either the E-Verify Program or the Department Program.
- d. Consultant shall not enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- e. Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- f. If Consultant obtains actual knowledge that a subconsultant performing work under this Agreement employs or contracts with an illegal alien, Consultant shall:
 - i. Notify the subconsultant and Thornton within three (3) days that Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to this subparagraph, the subconsultant does not stop employing or contracting with the illegal alien; except that Consultant shall

not terminate the subcontract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

- g. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-102(5).
- h. If Consultant violates any provision of this certification, Thornton may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages suffered by Thornton.
- i. To the extent it applies, in accordance with Colorado law, if Consultant is a natural person eighteen (18) years of age or older and a sole proprietor, Consultant by signing this Agreement affirms that upon Notice of Award, Consultant will complete and file with Thornton the attached **Exhibit D, Affidavit** and provide acceptable identification as described in the Affidavit.

K. Confidentiality of Thornton's Information.

- 1. Thornton will provide Consultant with reports and such other data as may be available to Thornton ("Project Information") and reasonably required by Consultant to perform the Services.
- 2. No Project Information shall be disclosed by Consultant to third parties without prior written consent of Thornton or pursuant to a lawful Court Order directing such disclosure.
- 3. All Project Information provided by Thornton to Consultant shall be returned to Thornton at the end of the Project upon Thornton's request. Consultant is otherwise authorized by Thornton to retain copies of Project Information at Consultant's expense.

L. Ownership, Use of Work Product.

- 1. All Services, data, drawings, designs, plans, reports, studies, computer programs (nonproprietary), computer input and output, analyses, tests, maps, surveys, aerial photography or any other materials ("Work Product") developed for this Project by Consultant are and shall be the sole and exclusive property of Thornton. Aerial photography supplied by Thornton to Consultant shall not be utilized by Consultant for any purpose other than the Project.

2. Consultant hereby transfers any copyright, trademark, or other intellectual property rights of Work Product to Thornton. However, any reuse of Work Product by Thornton without prior written authorization by Consultant other than for the specific intended purpose of this Agreement will be at Thornton's risk.
3. Consultant shall provide Thornton with ten (10) days of advance written notice that it has Project Information and Work Product it intends to dispose of, during which time Thornton may take physical possession of such documents.

M. Compliance With Patent, Trademark and Copyright Laws.

1. Consultant warrants that all Services performed under this Agreement shall comply with all applicable patent, trademark, and copyright laws, rules, regulations, and codes of the United States. Consultant shall not utilize any protected patent, trademark, or copyright in performance of the Services unless Consultant has obtained proper permission and all releases and other necessary documents. If Consultant specifies or uses any material, equipment, process, or procedure, that is protected, Consultant shall disclose such patents, trademarks, and copyrights in Consultant's deliverables.
2. Consultant releases, indemnifies, and holds harmless Thornton, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions, or proceedings of any kind or nature whatsoever, including attorneys' fees and costs, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of Services under this Agreement which infringes upon any patent, trademark, or copyright protected by law.

III. GENERAL CONDITIONS

- A. **Indemnification.** To the fullest extent permitted by law, Consultant agrees to defend, indemnify and hold harmless Thornton, its officers, agents and employees, from and against all liability, judgments, damages or losses which arise out of, result from, or are in any manner connected with the Services to be performed under this Agreement, to the extent it is determined such liability, judgments, damages or losses were caused by the negligent acts, errors, or omissions of Consultant, any subconsultant of Consultant, or any officer, employee or agent of Consultant, or anyone else employed directly or indirectly by any of them or anyone for whose acts any of them may be liable and will pay to Thornton any expenses incurred by reason of such liability, judgments, damages or losses, including, but not limited to, court costs and reasonable attorneys' fees incurred in defending or investigating such claims. Such payments on behalf of Thornton shall be in addition to any and all other legal remedies available to Thornton and shall not be considered Thornton's exclusive remedy.

B. **Insurance.** Consultant agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages:

1. **Workers' Compensation Insurance.** Workers' Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance. Statutory limits are required. Evidence of qualified self-insured status may be substituted.

2 Commercial General Liability Insurance (MINIMUM LIMITS)

- | | | |
|----|---|-------------|
| a. | Each Occurrence | \$1,000,000 |
| b. | Products/Completed Operations Aggregate | \$1,000,000 |
| c. | Personal and Advertising Injury | \$1,000,000 |
| d. | General Aggregate | \$1,000,000 |
| e. | This policy shall include coverage protecting against bodily injury, property damage, and personal injury claims arising from the exposures of: | |
| | <ol style="list-style-type: none"> i. Premises-operations; ii. Products and completed operations including materials designed, furnished, and/or modified in any way by Consultant; iii. Independent subcontractors or subconsultants; iv. Contractual liability risk covering the indemnity obligations set forth in this Agreement; and v. Where applicable, liability resulting from explosion, collapse, or underground exposures. Where applicable, liability resulting from explosion, collapse, or underground exposures. | |
| f. | If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement. | |

3 Professional Liability Insurance (MINIMUM LIMITS)

- | | | |
|----|---|-------------|
| a. | Each Claim | \$1,000,000 |
| b. | Aggregate | \$1,000,000 |
| c. | If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. | |

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

4. Automobile Liability Insurance. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) for any one (1) occurrence. This insurance will insure against bodily injury and/or property damage arising out of Consultant's operation, maintenance, use, loading or unloading of any auto including owned, non-owned, hired, and employee autos.
5. Additional Insured. Consultant shall name Thornton, its officers, agents, and employees as additional insureds with respect to the commercial general liability and auto liability coverages required herein. A Certificate of Insurance shall be completed and forwarded, along with the Additional Insured Endorsements, to Thornton by Consultant's Insurance Agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be subject to review and approval by Thornton **prior to commencement of any Services under this Agreement.**
6. Certificates of Insurance. The initial completed Certificates of Insurance and Additional Insured Endorsements shall include Consultant's e-mail address for future inquiries and updates, and shall be sent to:

City of Thornton
Andrew Miskell, Senior Purchasing Analyst
9500 Civic Center Drive
Thornton, CO 80229-4326

Subsequent Certificates of Insurance, along with the renewal Additional Insured Endorsements, indicating renewal of coverage(s) shall be sent to Thornton's Risk Management office at certificatesofinsurance@ThorntonCo.gov no later than thirty (30) days prior to the expiration date and shall indicate "Renewal COI" and the Project Number in the e-mail subject line.

Thornton further reserves the right to request and receive a certified copy of any policy and any endorsement. Consultant agrees to execute any and all documents necessary to allow Thornton access to any and all required insurance policies and endorsements.

7. Failure to Insure. Failure on the part of Consultant or a subconsultant to procure or maintain policies providing the required coverages, conditions, and minimum limits **shall constitute a material breach of Agreement upon which Thornton may immediately terminate this Agreement**, or at its discretion, Thornton may procure, or renew any such policy, or any extended reporting period, and may pay any and all premiums in connection therewith, and all monies so paid by Thornton shall be repaid by Consultant to Thornton

upon demand, or Thornton may offset the cost of such premiums against any monies due or that become due to Consultant from Thornton.

8. Other Insurance Requirements.

- a. From time to time, Thornton, by mutual agreement with Consultant, may require Consultant to obtain other insurance with varying limits against other insurable hazards relating to the Services.
- b. Consultant shall procure and maintain and shall cause any subconsultants to procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to Thornton. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- c. Every policy required above shall be primary insurance and any insurance carried by Thornton, its officers, or its employees shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under the policies required above.
- d. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- e. All policies shall include a provision that the coverages afforded under the policies shall not be canceled or materially changed prior to the natural termination date until at least thirty (30) days prior written notice has been sent to Thornton. The Certificate(s) shall indicate the form used, if any, under which this provision is included.

- C. Governmental Immunity. The Parties understand and agree that Thornton, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time may be amended, or otherwise available to Thornton, its agents, officers, or employees.

D. Independent Contractor.

1. It is understood and agreed by and between the Parties that the status of Consultant shall be that of an independent contractor and of a person retained on a contractual basis to perform professional and/or technical services for limited periods of time and it is not intended, nor shall it be construed, that Consultant is an employee or officer of Thornton under Chapter VII of the City Charter, or Chapter 54 of the City Code, or for any purpose whatsoever.
2. Without limiting the foregoing, the Parties hereby specifically acknowledge that **Consultant or any employee, agent or subconsultant of Consultant is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some other entity besides Thornton, that Consultant is not entitled to Workers' Compensation benefits from Thornton and that Consultant is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement.** The Parties further acknowledge that the provisions of this paragraph are consistent with Consultant's insurance obligations which are set forth in this Agreement.

E. Termination.

1. Termination for Convenience.
 - a. Thornton shall have the right to terminate this Agreement at any time upon seven (7) days advance written notice to Consultant ("Notice of Termination").
 - b. Should Thornton terminate this Agreement for convenience, in accordance with subsection E.1.a above, Thornton shall pay Consultant for all Services previously authorized and properly completed prior to the date of termination set forth in the Notice of Termination. Consultant shall not be entitled to profit or overhead on uncompleted Services.
 - c. In any event, the terms and conditions of this Agreement shall survive the termination date of the Agreement and continue until the Services are complete to Thornton's satisfaction.
2. Termination of Cause. Thornton shall have the right to terminate this Agreement immediately upon notice to Consultant if Consultant has materially breached the terms of this Agreement. In such event, Thornton shall pay Consultant for all Services previously authorized and completed prior to the date of termination in compliance with the terms of this Agreement and to Thornton's satisfaction, provided that there shall be no

limitation of Thornton's right to exercise any and all available legal and equitable remedies.

3. Termination for Non-Appropriation. In the event that the Thornton City Council fails to appropriate funds for the continuation of this Agreement for any fiscal year beyond the initial fiscal year hereof, Thornton may terminate this Agreement without penalty as of the end of the fiscal year for which funding was appropriated and shall be released of further obligations.
- F. Venue / Law / Statute Of Limitations. This Agreement shall be governed by the laws of the State of Colorado, notwithstanding its choice of law principles. Any legal action concerning the provisions hereof shall be brought in the District Court, County of Adams, State of Colorado. Any action arising out of or relating to this Agreement or the Services asserted by Consultant against Thornton shall be brought within two (2) years from when the action accrued, pursuant to C.R.S. § 13-80-102(h).
- G. Notice. Any notice or communication between Consultant and Thornton which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

THORNTON:

City of Thornton
9500 Civic Center Drive
Thornton, CO 80229-4326
Attention: Contracts and Purchasing Director

CONSULTANT:

Company Name: ETC Institute
Address: 725 West Frontier Lane
Olathe, KS 66061
Attention: Greg Emas

- H. Exhibits. All documents marked and referred to as "Exhibits" in this Agreement are incorporated by this reference and are made a part of this Agreement.
- I. Assignment of Agreement Not Permitted. Consultant shall not be entitled to assign, pledge, or transfer its duties and rights, in whole or in part, under this Agreement, or any Work, Services, or its rights to any payment from Thornton without the prior written consent of Thornton, which Thornton may withhold in its sole discretion. Any approved assignee of Consultant's interest in this Agreement, any Work or Services shall execute a written acknowledgement in a form satisfactory to Thornton expressly agreeing to be bound by all of its terms. No assignment shall relieve Consultant of primary liability under this Agreement. In this regard, Consultant understands that the performance of the Scope of Work is considered personal services under this Agreement.

- J. **General Warranty.** Consultant will faithfully perform the services required under this Agreement in accordance with standards of care, skill, training, diligence, and judgment provided by competent professionals who perform services of a similar nature as described in this Agreement.
- K. **No Waiver of Rights.** No assent, expressed or implied, to any breach of any one (1) or more of the terms and conditions of this Agreement shall be deemed to be or taken to be by Thornton a waiver of any subsequent breach of any such terms and conditions.
- L. **Inspection of Records.** In connection with the Services performed hereunder, Thornton and any of its duly authorized representatives shall have access to all of Consultant's and subconsultant's books, documents, papers, and any other records of Consultant and subconsultants that relate to the Services. Consultant further agrees that such records shall contain information concerning the personnel who performed the Services, the specific tasks they performed and the hours they worked. Consultant shall retain these records for three (3) years after termination of this Agreement.
- M. **Conflict of Interest.** Consultant agrees that it and its subsidiaries, affiliates, subconsultants, principals, or employees shall not engage in any transaction, activity, or conduct which would result in a conflict of interest. Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or Services of Consultant by placing Consultant's own interests, or the interest of any party with whom Consultant has a contractual arrangement, in conflict with those of Thornton. Thornton, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Consultant written notice, which describes the conflict. Consultant shall have twenty (20) days after the notice is received to eliminate or cure the conflict of interest in a manner acceptable to Thornton.
- N. **Coordination of Services.** Consultant shall fully coordinate its Services with other consultants, contractors or other entities performing services on the Project that interfaces with or is affected in any way by Consultant's Services, and with any interested Thornton or other governmental agencies.
- O. **Non-Discrimination.** Consultant, its agents, employees, contractors, and subconsultants shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, gender, religion, or mental or physical disability in any policy or practice.
- P. **Advertising and Public Disclosures.** Consultant shall not include any reference to this Agreement or to the Services performed hereunder in any of its advertising or public relations materials without first obtaining the written approval from Thornton. Any oral presentation or written materials related to Consultant's Services shall include only presentation materials, Work product, designs, renderings, and technical

data that have been accepted by Thornton. Thornton shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the transmittal of any information to officials of Thornton, including without limitation, the Mayor or member or members of City Council.

- Q. **Other Project Work.** Consultant and its subsidiaries and affiliates shall not bid upon or otherwise attempt to perform any other work associated with this Project. Consultant shall require in its contracts with its subconsultants that they and their subsidiaries or affiliates shall not bid upon or otherwise attempt to perform any work associated with this Project other than the Services described in their written agreements unless specifically approved in writing by Thornton.
- R. **Time is of the Essence.** The Parties agree that in the performance of the terms and requirements of this Agreement by Consultant that time is of the essence.
- S. **Inurement.** The rights and obligations of the Parties set forth herein shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns permitted under this Agreement.
- T. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- U. **Joint Venture.** If Consultant is a Joint Venture, participants shall be jointly and severally liable to Thornton for the performance of all duties and obligations of Consultant set forth in this Agreement.
- V. **Taxes and Licenses.** Consultant shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to the Services, and shall take out and keep current all required municipal, county, state, or federal licenses required to perform the Services. Consultant shall furnish Thornton, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Consultant shall promptly pay, when due, all bills, debts, and obligations it incurs performing the Services and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by Thornton.
- W. **Severability.** In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.
- X. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Thornton and Consultant and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Thornton and Consultant that

subconsultants and any other persons other than Thornton or Consultant receiving any benefits from this Agreement shall be deemed to be incidental, and not intended, beneficiaries only.


- Y. **Entire Agreement.** The Parties acknowledge and agree that the provisions contained herein constitute the entire Agreement and that all representations made by any officer, agent, or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes, or modifications to this Agreement, except those that are expressly reserved herein, shall be valid unless they are contained in an instrument, which is executed by the Parties with the same formality as this Agreement.

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This Agreement is expressly subject to and will not become effective or binding on Thornton until it is fully approved and executed by Thornton.

APPROVED AS TO LEGAL FORM:
Luis A. Corchado, City Attorney


CITY OF THORNTON, COLORADO:

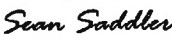
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Kimberly Newhart
Interim Finance Director

ATTEST:

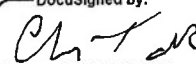
CITY OF THORNTON, COLORADO:


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Kristen N. Rosenbaum, City Clerk


31745714E1634C9...
Sean Saddler, PE
Contracts and Purchasing Director

ATTEST FOR FIRM SIGNATURE:
(Separate Signature from right side)

ETC INSTITUTE:


225A8C2BA50F4D5...
Signature
Chris Tatham
Print Name
CEO
Title

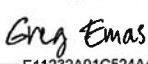

E11232A01C524A4...
Signature
Greg Emas
Print Name
CFO
Title

EXHIBIT A

GENERAL SCOPE OF SERVICES AND EXPECTATIONS

A. PROJECT DESCRIPTION

The City of Thornton, Colorado (Thornton) will be conducting a survey of its citizens. The purpose of this survey is to assess the overall satisfaction of citizens with the delivery of city services, for the citizens to rate the overall quality of life in Thornton, and to garner insight into resident perception of upcoming projects and proposals.

The Vendor shall provide the overall management including design and development of the survey instrument, administration of the survey, analysis of the results, and shall report on the findings. The Vendor shall recommend a sample size that will yield statistically valid results from the population of approximately one hundred forty-four thousand (144,000).

For 2020, the Vendor will conduct a survey that will build off previous surveys in order to track performance over time, as well as allow us to benchmark results against similar cities. Thornton is expecting to include a few custom questions related to key issues and, ultimately, to use the results of this survey to assist in decision making on Thornton services, policies, and budget considerations.

B. LENGTH OF AWARD

The term of the award from this solicitation shall be from the initial date of a fully executed contractual agreement, until December 31, 2024.

C. FUTURE SURVEY PROJECT BUDGETARY REQUIREMENTS

Thornton has typically utilized citizen surveys on a regular basis in previous years. Moving forward, Thornton is considering conducting this survey on a rotation of once every two (2) years, however, Thornton does not guarantee survey collection and reporting by the Vendor in future years.

All future fiscal years of use of the Vendor shall be dependent upon funding approval and appropriation by the Thornton City Council.

Should the City Council approve funding in future years for additional surveys of similar nature, Thornton will coordinate with the Vendor on the creation, collection, and analyzation of data. All future surveys will be issued an individual purchase order for the requested work.

D. SURVEY COMPONENTS

Design and Development – Consultant shall collaborate with Thornton staff to develop a survey that is statistically valid and can be repeated on a regular basis. The survey should further have the following attributes:

1. Builds upon Thornton's prior citizen survey results and include questions related to general satisfaction, priorities, key issues, and other topics as deemed pertinent.
2. The survey format and execution must be designed to reach a diverse range of residents and should be presented in a way that is sensitive to cultural and legal issues among the foreign-born population. It must include options for English and Spanish responses. Thornton further desires survey data to be formatted such that it can be utilized for GIS mapping (survey responses mapped and identifiable by neighborhood)
3. Consultant shall identify an appropriate sampling frame and sampling set that will result in statistically valid level of response from randomly selected residents that are representative of Thornton's diversity in age, race/ethnicity, language, income, and four (4) council wards. Additionally, Thornton desires the survey to include non-voting residents and seeks advice on using USPS mailing list or some other database to achieve this goal.

Survey Publication and Administration – Upon approval of the survey for public response, Consultant shall perform the following:

1. Conduct the survey.
2. Collect and tabulate responses.
3. Provide technical support related to the survey and resolve any problems as they are encountered.
4. Provide interim status reports regarding participation and how outreach efforts are going.

Survey Analysis and Report – Upon completion of the survey, Consultant shall provide analysis including:

1. Analyzing findings to identify potential areas of concern and/or top priorities for future work by Thornton. Preferably the analysis will also analyze areas of concern and priorities as they relate to budget investment;
2. Provide cross tabulations by age, race, ethnicity, and council ward.

3. Prepare a final written report that summarizes the findings.
4. If necessary, present to City Council in a Public meeting following approval of the final report by Thornton staff.

It is also preferred that Consultants provide benchmarking of Thornton against prior years, similar cities in Colorado and the United States

E. MEETINGS AND PRESENTATIONS

Consultant will be expected to attend meetings as necessary to execute the work.

Consultant shall participate in at least the following:

1. Kick-Off Meeting - The Consultant shall meet with Thornton staff to kick-off the Project and to discuss the schedule, deliverables, and expectations.
2. Preliminary findings - The Consultant will present the preliminary findings and deliverables to Thornton staff after initial results of the survey become available (before final report is issued) and discuss initial findings.
3. Final Report - The Consultant will present the final report to staff and City Manager. The Consultant may be asked to present the final report to City Council.

F. VENDOR PERFORMANCE MANAGEMENT

It is understood that Thornton may administer a Vendor Performance Management Program to evaluate performance under this Award and identify any problems related to the purchased goods and services.

G. 2020 (INITIAL YEAR) SURVEY SCHEDULE

The Vendor has provided a Gantt chart to outline the schedule for the creation, collection, and the analyzation of data for the 2020 (initial year) citizen survey. All future years of projects similar in nature will follow a similar timeframe in terms of number of days to completion.

The Vendor's initial project timeline, including individual phases and tasks from the Vendor are as follows:

ETC Institute
Jason Morado

[illegible]

H. COOPERATIVE PURCHASING

Thornton encourages the proper use of cooperative purchasing and reserves the right to make results of this solicitation available to other governmental agencies seeking like equipment, goods, or services, pursuant to the Thornton Revised Municipal Code Section 26-88.

Other agencies using the solicitation and this commitment statement must do so according to regulations established by their individual organizations and accept sole responsibility for its use. The terms and conditions of any resulting transaction shall be exclusively between the buyer and the seller. Buyers and sellers using this solicitation in a cooperative or "piggy-back" fashion, agree to defend and hold harmless Thornton from any dispute or action arising from its use.

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EXHIBIT B
CONSULTANT'S PERSONNEL LISTING

NAME	TITLE	PROJECT RESPONSIBILITY
Jason Morado	Director of Community Research	Senior Project Manager
Ryan Murray	Assistant Director of Community Research	Project Manager
Christopher Tatham	CEO	Senior Consultant

EXHIBIT C**SCHEDULE OF CHARGES****A. PRICING INFORMATION**

This section shall include all Vendor pricing. All Vendor rates and milestones shall be inclusive of all standard office equipment, supplies, and travel incurred by the Vendor during their service to Thornton. Reimbursable expenses for travel, photocopying, and printing will not be applicable.

B. PROPOSED VENDOR RATES AND MILESTONE PAYMENTS

All milestone payments shall be firm and fixed as a not-to-exceed amount. Milestones completed shall be invoiced by the Vendor and paid by Thornton after both the Vendor and Thornton have agreed that the milestone has been completed.

C. 2020 CITIZEN SURVEY MILESONTE ITEMS

Milestone #	Description of Deliverable	Vendor Billed Amount per Completed Milestone
1	Prepare Data Collection Procedures and Instruments.	\$ 6,327.00
2	Undertake and Complete Primary Data Collection.	\$ 9,526.00
3	Identify Key Data Variables and Link to Other Core Data.	\$ 965.00
4	Complete and Review the Summary Estimations with Thornton point of contact.	\$ 965.00
5	Author/Release a Summary Report to Thornton.	\$ 965.00
6	Participate in up to three (3) Oral Presentations of the Report to Thornton Leadership and Council.	\$ 964.00
COMPLETE AND TOTAL 2020 PROJECT COST		\$ 19,712.00

D. VENDOR HOURLY RATES

All proposed Vendor hourly rates shall be firm and fixed for the duration of the contractual period. All future projects and surveys shall follow the Vendor hourly rates and previous pricing from the 2020 initial citizen survey project. No future work shall be allowed to move forward or be invoiced without first having approval by Thornton's Purchasing Division and a corresponding purchase order.

Name	Vendor Title	Hourly Rate
Chris Tatham	CEO	\$258.68
Jason Morado	Director of Community Research	\$193.70
Ryan Murray	Assistant Director of Community Research	\$123.23
Various GIS Staff	Staff	\$78.46
Various Support Staff	Staff	\$60.98



**City of
Thornton**

MEMORANDUM Support Services

DATE: August 10, 2020

Route to:	Date Signed	Initials
Carolina Rodriguez, Paralegal	8/12/2020	CR
Luis Corchado, City Attorney	8/17/2020	LC
Erika Senna, Budget Manager	8/18/2020	ES
Kimberly Newhart, Interim Finance Director	8/18/2020	KN
Sean Saddler, PE, Contracts & Purchasing Director	8/18/2020	SS
Kristen N. Rosenbaum, City Clerk	8/19/2020	KAR

FROM: Andrew Miskell, Senior Purchasing Analyst
Megan deGrood, Purchasing Manager

SUBJECT: Agreement with ETC Institute, requiring your signature

PROJECT: Citizen Surveys, 253-20

BUDGET IMPACTS:

\$ 19,712.00 from Account No. 40260.7132

The enclosed documents are submitted for your review and signature.

- ☒ Prior Legal review by **Jessica Whitney**
- ☒ This is a routine document with standard revisions/customization to the menu driven items of Thornton's standard document.
- ☐ This document contains modifications (listed below) to Thornton's routine document which may be considered out of the ordinary or of note and may require additional review. _____
- ☐ Current Master
- ☐ Other Master
- ☐ This is a vendor derived document which has been reviewed by Legal.

file: Citizen Surveys, 253-20

Certificate Of Completion

Envelope Id: F0AD023D36784888B51117EFD0FB14B2

Status: Completed

Subject: Signature Required for ETC Institute Contract 253-20

Source Envelope:

Document Pages: 28

Signatures: 6

Certificate Pages: 6

Initials: 7

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:

Andrew Miskell

9500 Civic Center Drive

Thornton, CO 80229

Andrew.Miskell@ThorntonCO.gov

IP Address: 199.117.212.4

Record Tracking

Status: Original

Holder: Andrew Miskell

Location: DocuSign

8/10/2020 5:18:33 PM

Andrew.Miskell@ThorntonCO.gov

Signer Events

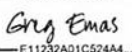
Greg Emas

Greg.Emas@ETCInstitute.com

CFO

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Signature

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Megan deGrood

Megan.deGrood@ThorntonCO.gov

SHI OBO City of Thornton

Security Level: Email, Account Authentication
(None)

DS


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Using IP Address: 199.117.212.4

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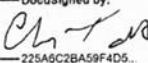
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Chris Tatham

Chris.Tatham@ETCInstitute.com

CEO

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Accepted: 8/10/2020 6:27:21 PM

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Carolina Rodriguez

Carolina.rodriguez@thorntonco.gov

SHI OBO City of Thornton

Security Level: Email, Account Authentication
(None)

DS


Signature Adoption: Pre-selected Style
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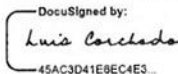


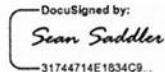

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Electronic Record and Signature Disclosure:

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Certified Delivery Events	Status	Timestamp
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SHI OBO City of Thornton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SHI OBO City of Thornton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: clerk@ThorntonCO.gov

To advise SHI OBO City of Thornton of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at clerk@ThorntonCO.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SHI OBO City of Thornton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clerk@ThorntonCO.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI OBO City of Thornton

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to clerk@ThorntonCO.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SHI OBO City of Thornton as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO City of Thornton during the course of your relationship with SHI OBO City of Thornton.



September 12, 2020

Exhibit B

Shelby Bigby

Executive Assistant to City Manager

City of Belton

Direct: 816-892-1265

506 Main | Belton, MO 64012

sbigby@belton.org

Subject: Proposal to Conduct a Recycling Survey for the City of Belton

Dear Ms. Bigby:

ETC Institute is pleased to submit a quote to conduct a Recycling Survey for the City of Belton, Missouri. If selected for this project, ETC Institute will provide the following services:

Task 1: Design the Survey and Prepare the Sampling Plan. Task 1 will include the following services:

- Working with City staff to develop the content of the survey. Although the primary focus of the survey will be recycling, for no additional charge ETC will include up to 5 general community survey questions. ETC Institute will meet with the City via phone to discuss the goals and objectives for the project. To facilitate the survey design process, ETC Institute will also provide the City with sample surveys created for similar projects. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City. The survey will be up to 6 pages in length.
- Participating in meetings by phone to develop the survey.
- Conducting a pilot test of the survey to ensure the questions are understood by residents. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- Selecting a random sample of residents to be contacted for the survey. The sample will be address-based

Deliverable Task 1. ETC Institute will provide a copy of approved survey instrument.

Task 2: Administer the Survey. Task 2 will include the following services:

- ETC Institute will administer the survey by a combination of mail, Internet and phone.
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC Institute for each respondent. The City will provide a cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it on-line.
- Approximately 7-10 days after the surveys are mailed, ETC Institute will follow-up via e-mail and/or phone with households that received a mailed survey. ETC Institute will continue following up with households until reaching a minimum of 400 completed surveys. A sample size of 400 completed surveys will provide results that have a margin of error of +/-4.9% at the 95% level of confidence at the City level.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, race/ethnicity and other factors.

Deliverable Task 2. ETC Institute will provide a copy of the overall results for each question on the survey.

Task 3: Analysis and Final Report. ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of the survey methodology and a description of major survey findings.
- Charts and graphs that show the overall results of each question on the survey.
- Importance-Satisfaction Analysis that will identify the areas where the greatest opportunities exist to enhance overall satisfaction with City services.
- Tabular data that shows the results for each question on the survey, including open ended questions.
- A copy of the survey instrument

Deliverable Task 3: ETC Institute will submit the survey findings report in an electronic format. ETC Institute will also provide the raw data in an Excel database, or other format as requested by the City.

Project Schedule

Listed below is ETC Institute's proposed timeline for administering the survey. Since the surveys will be administered entirely in-house, the completion date for the project is completely within our control. If desired, we can meet a more ambitious timeline and are available to start at a date most convenient for the City.

- **September 15 – October 31, 2020**
Design survey instrument
Finalize sampling plan
- **November 4 – December 15, 2020**
Administer the survey
- **December 16 – 31, 2020**
Process and analyze data
- **January 1 - 15, 2020**
Draft Report Submitted for review
Prepare and Deliver the Final Report

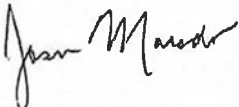
Fee

The table below shows a breakdown of the fees for the services described in this proposal. The total cost for a sample size of 400 surveys would be \$15,000.

Task	400 Surveys
Design Survey & Prepare Sampling Plan	\$2,500.00
Administration of a 15-20 minute survey (up to 6 pages)	\$10,500.00
Formal Report (<i>includes executive summary, charts, Importance-Satisfaction Analysis</i>)	\$1,500.00
On-Site Presentation of Survey Results	\$500.00
TOTAL	\$15,000.00

CLOSING: We appreciate your consideration of this proposal and look forward to your decision. If you have any questions, please do not hesitate to call me at (913) 254-4514.

Sincerely,



Jason Morado
Director of Community Research
ETC Institute
725 W. Frontier Circle
Olathe, KS 66061
(913) 254-4514
jason.morado@etcinstitute.com

SECTION V

E

R2020-83

A RESOLUTION APPROVING TASK AGREEMENT 2020-6 WITH WILSON AND COMPANY TO COMPLETE A WATERSHED STUDY FOR DRAINAGE IMPROVEMENTS IN THE AREA OF HARGIS GARDENS NEIGHBORHOOD IN THE NOT-TO-EXCEED AMOUNT OF \$84,500.00.

WHEREAS, as part of the stormwater improvements passed in 2019, several individual stormwater studies have been completed. These studies included portions of the entire Hargis Gardens neighborhood watershed, but to ensure the improvements are designed to handle all the water from the individual study areas and the areas not being studied, a complete watershed study must be performed; and

WHEREAS, under Wilson and Company's (Wilson) On-Call Professional Services Contract (R2020-30), Wilson's Task Agreement No. 6 scope of work will take the individual study areas and add the areas not yet studied into one large watershed study. This will ensure that the improvements will be able to meet the needs of the residents. The project will review the existing drainage conditions and recommend improvements for replacement and rehabilitation of the storm sewer system. The analysis will also determine if detention, alignment changes, water quality features or other improvements are possible to help reduce impacts downstream on sewer or downstream channel; and

WHEREAS, the Council believes it is beneficial to the citizens of Belton to approve Task Agreement 2020-6 with Wilson and Company to complete a watershed study for drainage improvement in the area of Hargis Gardens neighborhood.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

SECTION 1. The City Council hereby approves Task Agreement 2020-6, herein attached and incorporated as **Exhibit A**, to complete a watershed study for drainage improvements in the area of Hargis Gardens neighborhood in the not-to-exceed amount of \$84,500.00.

SECTION 2. The City Manager and Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.

SECTION 3. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this ____ day of ____, 2020.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS) SS
CITY OF BELTON)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2020, and adopted at a regular meeting of the City Council held the ____ day of ____, 2020 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: November 10, 2020

DIVISION: Public Works/Transportation

COUNCIL: ☒ **Regular Meeting** ☐ **Work Session** ☐ **Special Session**

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

As part of the stormwater improvements passed in 2019, several individual stormwater studies have been completed. These studies included portions of the entire Hargis Gardens neighborhood watershed, but to ensure the improvements are designed to handle all the water from the individual study areas and the areas not being studied, a complete watershed study must be performed.

Under Wilson and Company's (Wilson) On-Call Professional Services Contract (R2020-30), Wilson's Task Agreement No. 6 scope of work will take the individual study areas and add the areas not yet studied into one large watershed study. This will ensure that the improvements will be able to meet the needs of the residents. The project will review the existing drainage conditions and recommend improvements for replacement and rehabilitation of the storm sewer system. The analysis will also determine if detention, alignment changes, water quality features or other improvements are possible to help reduce impacts downstream on sewer or downstream channel.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Wilson and Company
Amount of Request/Contract: \$	\$84,500
Funding Source:	451-5619-495-7112

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Task Agreement 2020-6 with Wilson and Company to complete a watershed study for drainage improvements in the area of Hargis Gardens neighborhood in the not-to-exceed amount of \$84,500.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Task Agreement 2020-6 and Scope of Work



PUBLIC WORKS
City of Belton – Public Works
Task Agreement

Contract: On-Call Professional Services Contract – R2020-30

Ordinance or Resolution:	Task Agreement No: 6	Funding Amount: \$84,500 Date of Schedule of Hourly Rates and Expenses: 2020 Hourly Rate Purchase Order No:
--------------------------	----------------------	--

Project Title: **Hargis Gardens Watershed Study**

Contractor/Consultant (including subs): Wilson & Company	Division and Staff Project Manager: Greg Rokos
Project Management Manual reviewed:	Attachments (Gantt Chart, etc.): Detailed scope and fee is attached.

PROJECT Scope (can be in the form of an attachment):

Watershed study to update previous model to identify drainage improvements for design.
Schedule is approximately 4 months from NTP.

Staff Signatures		Partner Signatures	
Director of Public Works: Greg Rokos	City Manager: Alexa Barton	Project Manager:	Company Principal (if different):
Signature: 	Signature: _____	Signature: 	Signature: 
Date: 10/23/2020	Date: _____	Date: 10/23/2020	Date: 10/23/2020

Project Type:	Design		Construction		Property Acquisition		Conceptual – Problem Solving	x	Surveying	
Project Discipline(s):	Transportation		Planning		Water		Wastewater		Stormwater	x

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the ____ day of _____, 20____.

Attach scope of work, budget, and other supporting material.

Exhibit A
Scope of Services
Hargis Gardens Watershed Study
October 16, 2020

General Scope of Services

The following engineering services consist of completing a watershed study for drainage improvements in the area of the Hargis Gardens neighborhood, which extends from Hargis Lake south Cambridge Road. The project will review the existing drainage conditions and recommend improvements for replacement or rehabilitation of the storm sewer system. The analysis will also determine if detention, alignment changes, water quality features, or other improvements are possible to help reduce impacts downstream on sewer system or downstream channel.

1. Task 1 – Existing Condition Review

- The City will provide the Consultant with all previous studies performed in the area, pertinent GIS shapefiles and LIDAR to complete the watershed study. This information shall include, but is not limited to, storm sewer, contours, parcels, other utilities, building outlines, etc. The City shall also provide the engineer with all pertinent as-built plans, drainage reports, citizen complaints, and other documentation to understand the history of the system.
- The consultant will walk the project corridor to assess the condition of the ground level view, identify areas of potential conflict (e.g. – utilities), and areas of opportunities (e.g. – alignment changes). The site visit will be well documented with photos, maps, and detailed notes. Upstream potential regional detention areas will be investigated in the vacant lot east of Yoekum Middle School.
- The consultant will conduct a limited survey of the project corridor to establish basic infrastructure parameters to perform the hydrologic and hydraulic analysis. The survey will consist of storm sewer flowline elevations, storm sewer size/shape, and ground surface of roadway crossings. No property or utility surveys be conducted during the study.
- The Consultant will send out a Utility Location Report Form to all utility companies with facilities in the area. The purpose of this report is to identify potential conflicts and any private easements that may exist. This data will be reviewed against any proposed improvements.

2. Task 2 – Condition and Alternative Analysis

- The consultant will review and update the previously completed hydrologic analysis for the watershed. This analysis includes utilizing HEC-HMS modeling programs to determine watershed routing and peak runoff discharges for the 10%, 4%, 2%, and 1% annual exceedance probability (AEP) storm events based on existing watershed conditions.
- After the hydrologic analysis is complete, the consultant will review and update the previously completed hydraulic analysis for the existing storm sewer system. This analysis includes utilizing HEC-RAS or equivalent modeling program to determine both enclosed storm system capacity/efficiency and overflow requirements for the 10%, 4%, 2%, and 1% AEP storm events.
- After the existing hydraulic model and condition assessment are complete, Areas of concern will be identified (open channels, enclosed drainage systems,

- Any work requested by the City that is not included in the basic services will be classified as supplemental services.
- Detailed topographic or property survey of project areas will be conducted during this preliminary study portion of the project.
- Video inspections of the main storm sewer system.
- Geotechnical or environmental investigations unless authorized by the City.
- Preparation of any construction documents, environmental permits, LOMC documentation, or other permit clearance documents.

SECTION V

F

R2020-84

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND BAKER TILLY AND AUTHORIZING THE EXECUTION OF THE SAME.

WHEREAS, Ordinance 2020-4582 approved a contract to Baker Tilly for professional recruitment services via a competitive Request for Qualifications process in May 2020; and

WHEREAS, the City has determined that it is in the best interest of the City to utilize an executive search firm in recruiting and hiring a Chief Building Official; and

WHEREAS, the submitted request for qualification responses provided additional scope of services for recruitment services, as needed; and

WHEREAS, Baker Tilly is best suited to perform the unique recruitment function for the Chief Building Official position due to prior experience with the City of Belton, outline and scope of professional services, negotiated rate, and level of recruitment guarantee.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

- Section 1.** That the City Council hereby approves the Letter of Agreement between the City of Belton, Missouri and Baker Tilly attached hereto as **Exhibit A** and incorporate as if fully set forth herein and authorizes the City Manager to execute the same.
- Section 2.** That the City Manager, City Clerk, and other officials of the City are authorized to take such further actions and execute additional documents in furtherance of this Resolution.
- Section 3.** That this Resolution shall be in full force and effect from and after the date of its passage and approval.

Duly read and passed this ____day of _____, 2020.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS) SS.
CITY OF BELTON)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2020, and adopted at a regular meeting of the City Council held the ____ day of _____, 2020 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



9229 Ward Parkway, Suite 104
Kansas City, MO 64114

November 5, 2020

Ms. Alexa Barton
City Manager
City of Belton
506 Main Street
Belton, MO 64012

Subject: Letter of Agreement to Provide Limited Recruitment Services

Dear Ms. Barton:

This letter documents the City of Belton ("you/r" or "Client") engagement of Baker Tilly US, LLP ("we" or "Baker Tilly") to conduct limited a limited engagement to recruit a **Chief Building Official** (CBO) (the "Project"). This letter defines our and your respective obligations for the Project.

Scope, Objectives and Approach

- The City will provide Baker Tilly with the current Position Description, indicating any revisions that may have been adopted in the last 12 months, and mutually established goals for the CBO that reflect the City's adopted annual work plan and the general responsibilities outlined in the current Position Description.
- Baker Tilly will place advertisements in professional journals and web sites and conduct mailings of the recruitment materials.
- Baker Tilly will reach out, on an hourly basis to prospective candidates.
- Baker Tilly will assemble and screen resumes and applications submitted and recommend those most closely matching the recruitment profile for further consideration.

Project Timing and Budget

The Project will commence upon your execution of this engagement letter and will remain in effect for the period necessary for successful completion of the Project.

Estimated cost: Approximately 36 – 40 hours of work; hourly rate of \$100 – \$260, or approximately \$8,800 and miscellaneous costs for travel and printing.

Estimated time to complete: Approximately 4 weeks

Project Consultant Team

Chuck Rohre, Firm Director
Art Davis, Director
Jenelle McDonald, Recruiting Analyst
Cecelia Sanchez-Hernández, Recruiting Analyst

Payment for Services

Services will be billed at the applicable hourly rate listed below. Total services will not exceed \$8,800 without prior authorization of the City.

Title	Hourly Rate
Principal Partner, Firm Director	\$300
Senior Manager, Director	\$260
Manager, Senior Staff	\$215
Staff	\$160
Support	\$75

1. Chuck Rohre will lead the engagement, and other professionals will be involved as required. Project timing and fees are explained above. The Client will make payment upon receipt of an invoice submitted by Baker Tilly at the end of the project. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 39-0859910.
2. If Client requests Baker Tilly to perform additional services beyond the services described above, Baker Tilly will provide a written description of said additional services before commencing work. The hourly rates listed plus expenses will be applicable.

Client's Obligations

1. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines.
2. The City Manager will be available for discussion of the desired qualifications and characteristics of the ideal candidate.

If this letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Chuck Rohre, Firm Director

Client Signature:

Name: _____

Title: City Manager

Date: _____

SECTION VI

A

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL CITY ELECTION FOR MUNICIPAL OFFICERS TO BE HELD ON APRIL 6, 2021.

WHEREAS, the seventy-ninth General Assembly of the State of Missouri, in its first regular session, passed the Comprehensive Election act of 1977 as amended, which provides that the municipal Election Day shall be the first (1st) Tuesday in April of each year, and

WHEREAS, according to the Belton City Charter Section Article X, 10.1(a), Municipal Elections, the regular municipal election shall be held on the first (1st) Tuesday in April, or such day as may be mandated by State Law; and

WHEREAS, according to the Belton City Charter Section Article III, 3.2(c), Council Election and Terms, City Council members shall be elected to serve staggered three-year terms; and

WHEREAS, according to the Belton City Charter Section Article IV, 4.1(b), Mayor Election and Terms, the Mayor shall be elected to serve a four-year term.

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

Section 1. That the annual election of officers of the City shall be held on the 6th day of April, 2021, in conformance with the Statutes of the State of Missouri and ordinances of the City of Belton. At said election there shall be elected the following:

- (a) One (1) Mayor for the full term of four (4) years.
- (b) One (1) member of the City Council in Ward 1 for the full term of three (3) years.
- (c) One (1) member of the City Council in Ward 2 for the full term of three (3) years.
- (d) One (1) member of the City Council in Ward 3 for the full term of three (3) years.
- (e) One (1) member of the City Council in Ward 4 for the full term of three (3) years.

Section 2. The City Clerk of the City of Belton is empowered to do each act necessary to comply with the Comprehensive Election Act of 1977 as amended and give notice as required by law. Candidate filing opens on December 15, 2020 and will close on January 19, 2021.

Section 3. That the City Clerk shall provide the County Clerk of Cass County, Missouri, an election order including legal notice of said election, suggested polling places and ballot layouts for said election within the City in accordance with the Missouri Revised Statutes.

Section 4. In accordance with the laws of the State of Missouri, the election authority shall certify the results of said election to the City Council of the City of Belton, who, in turn, shall certify said returns as provided for by law with said certification taking place at the first meeting of the City Council, regular or special, after the aforesaid election providing said certification is available.

Section 5. That the provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part thereof.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR FIRST TIME: November 10, 2020

READ FOR SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of November, 2020.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS.
COUNTY OF CASS)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ of November, 2020, and thereafter adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of November, 2020, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

SECTION VI

B

AN ORDINANCE APPROVING THE 2021 INTERGOVERNMENTAL AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT FOR PARTICIPATION IN THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM.

WHEREAS, the Mid-America Regional Council (MARC) Solid Waste Management District (SWMD) has managed the Regional Household Hazardous Waste (HHW) Collection Program since 1997. Kansas City and Lee's Summit operate permanent HHW collection facilities and agreed to create a regional HHW program for the benefit of all members of the SWMD; and

WHEREAS, the Cities of Belton and Raymore partner in carrying out this event for residents in the two cities. The 2021 program participation fee is based on a per capita rate of \$1.07 applied to 2018 U.S. Census Population Estimate figures. An Intergovernmental Agreement between the MARC Solid Waste Management District and Belton, Missouri relating to the Regional Household Hazardous Waste Collection Program needs to be executed. An invoice for the cost of Belton's participation in the program will be forthcoming in the amount of \$25,249.86; and

WHEREAS, the City Council has approved of this partnership and the City has participated in the Regional HHW Collection Program since 1997 and believes continued participation will benefit the citizens of Belton and our environment.

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

SECTION 1. That the 2021 Intergovernmental Agreement between the Mid-America Regional Council Solid Waste Management District and the City of Belton relating to the regional Household Hazardous Waste Program, attached as **Exhibit A**, is hereby approved for purposes described above.

SECTION 2. This this ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2020.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a regular meeting of the City Council held on the ____ day of _____, 2020, and therefore adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2019, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: November 10, 2020

DIVISION: Public Works

COUNCIL: ☒ **Regular Meeting** ☐ **Work Session** ☐ **Special Session**

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

The Mid-America Regional Council (MARC) Solid Waste Management District (SWMD) has managed the Regional Household Hazardous Waste (HHW) Collection Program since 1997. Kansas City and Lee's Summit operate permanent HHW collection facilities and agreed to create a regional HHW program for the benefit of all members of the SWMD. The City of Belton has approved of this partnership and participated in the Regional HHW Collection Program since 1997. The Cities of Belton and Raymore partner in carrying out this event for residents in the two cities. The 2021 program participation fee is based on a per capita rate of \$1.07 applied to 2018 U.S. Census Population Estimate figures. An Intergovernmental Agreement between the MARC Solid Waste Management District and Belton, Missouri relating to the Regional Household Hazardous Waste Collection Program needs to be executed. An invoice for the cost of Belton's participation in the program will be forthcoming in the amount of \$25,249.86.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	MARC
Amount of Request/Contract:	\$ 25,249.86
Amount Budgeted:	\$ 30,000.00
Funding Source:	225-0000-400-3020 (\$12,624.93); 660-0000-400-3020 (\$12,624.93) – Contractual Services

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an ordinance approving the 2021 Intergovernmental Agreement with the Mid-America Regional Council Solid Waste Management District for participation in the regional Household Hazardous Waste Program.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance
Exhibit A – 2021 Intergovernmental Agreement

Intergovernmental Agreement between the MARC Solid Waste Management District and Belton, Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Belton, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I Definitions

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II Effective Date

Belton, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2021**.

III Termination

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV *Duties of Participating Member*

A. *Fees.* **Belton, Missouri** agrees to pay the sum of **\$25,249.86** participate in the 2021 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.07 applied to 2018 U.S. Census Population Estimate figures as shown in Attachment One. The fee may be adjusted if a participating member has more current census data. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice Payment of any remaining balance shall be paid within the following six months.

B. *Payment.* The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2021. No pro ration of fees is applicable under this agreement.

C. *Contact Person.* The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V *Services Provided by the SWMD*

A. *Permanent Collection Facilities.* HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections.* Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI Reports

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII Insurance

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII Legal Jurisdiction

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Participating Member:

_____ Date: _____

_____ Date : _____

Doug Wylie, Chair

Print Name

Print Title

2021 Regional Household Hazardous Waste Collection Program			
	Attachment 1	2018	\$1.07
	Community	Population Estimates	per capita
1	Archie	1,207	\$ 1,291.49
2	Belfon	23,598	\$ 25,249.86
3	Blue Springs	55,104	\$ 58,961.28
4	Buckner	3,031	\$ 3,243.17
5	Camden Point	546	\$ 584.22
6	Claycomo Village	1,494	\$ 1,598.58
7	Cleveland	663	\$ 709.41
8	Dearborn	526	\$ 562.82
9	Drexel	949	\$ 1,015.43
10	Edgerton	606	\$ 648.42
11	Excelsior Springs	11,646	\$ 12,461.22
12	Ferrelview	801	\$ 857.07
13	Garden City	1,635	\$ 1,749.45
14	Gladstone	27,317	\$ 29,229.19
15	Glenaire	581	\$ 621.67
16	Grain Valley	14,277	\$ 15,276.39
17	Grandview	24,962	\$ 26,709.34
18	Greenwood	5,781	\$ 6,185.67
19	Hardin	537	\$ 574.59
20	Harrisonville	10,088	\$ 10,794.16
21	Kearney	10,457	\$ 11,188.99
22	Lake Lotawana	2,107	\$ 2,254.49
23	Lake Tapawingo	721	\$ 771.47
24	Lake Waukomis	927	\$ 991.89
25	Lake Winnebago	1,187	\$ 1,270.09
26	Lawson	2,399	\$ 2,566.93
27	Liberty	31,779	\$ 34,003.53
28	Loch Lloyd	768	\$ 821.76
29	Lone Jack	1,306	\$ 1,397.42
30	North Kansas City	4,529	\$ 4,846.03
31	Oak Grove	8,182	\$ 8,754.74
32	Orrick	803	\$ 859.21
33	Parkville	6,949	\$ 7,435.43
34	Peculiar	5,323	\$ 5,695.61
35	Platte City	4,668	\$ 4,994.76
36	Pleasant Hill	8,639	\$ 9,243.73
37	Pleasant Valley	3,057	\$ 3,270.99
38	Raymore	21,784	\$ 23,308.88
39	Raytown	28,993	\$ 31,022.51
40	Richmond	5,634	\$ 6,028.38
41	Riverside	3,453	\$ 3,694.71
42	Smithville	10,249	\$ 10,966.43
43	Sugar Creek	3,277	\$ 3,506.39
44	Weatherby Lake	2,037	\$ 2,179.59
45	Weston	1,808	\$ 1,934.56
46	Wood Heights	685	\$ 732.95
47	Unincorporated Cass County	25,166	\$ 26,927.62
48	Unincorporated Clay County	16,157	\$ 17,287.99
49	Unincorporated Jackson Co.	23,018	\$ 24,629.26
50	Unincorporated Platte County	29,159	\$ 31,200.13
51	Unincorporated Ray County	11,440	\$ 12,240.80
Source: marc.org/data&economy/MetroDataLine/Currentpopulationdata			

SECTION VI

C

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE MID-AMERICA REGIONAL COUNCIL FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM IN THE AMOUNT OF \$8,400.

WHEREAS, the City of Belton is in an existing agreement with Mid-America Regional Council (MARC) as part of a regional arterial traffic coordination system known as Operation Green Light (OGL) (Ordinance 2018-4478); and

WHEREAS, the partnership on this project benefits the City of Belton by 1) providing a steering committee to coordinate signal timing and resolve technical and inter-agency issues with traffic signal systems, 2) develop requests for proposals, maintain project budgets and schedules, 3) coordinate signal timing amongst various agencies, and 4) procurement of required hardware and software for the signal timing coordination; and

WHEREAS, this program is funded 50% from the federal government and 50% through the participating agencies. The total cost to a member agency is \$600 per signal per year. This is the same price as the existing agreement. Currently, the City of Belton has seven signals. The cost for Belton's participating in this program is \$4,200 for 2021 and \$4,200 for 2022; and

WHEREAS, the Council believes that the Cooperative Agreement with MARC to participate in the OGL program is beneficial to the citizens of Belton.

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

SECTION 1. That a Cooperative Agreement for funding operation of Operation Green Light Traffic Control System program herein attached and incorporated as **Exhibit A** is hereby approved.

SECTION 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of November, 2020.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of November, 2020, and thereafter adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of November, 2020, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: November 10, 2020

DIVISION: Public Works/Transportation

COUNCIL: ☒ **Regular Meeting** ☐ **Work Session** ☐ **Special Session**

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

The City of Belton has entered into an existing agreement with Mid-American Regional Council (MARC) as part of a regional arterial traffic coordination system known as Operation Green Light (OGL) (Ordinance 2018-4478). The partnership on this project benefits the City of Belton by 1) providing a steering committee to coordinate signal timing and resolve technical and inter-agency issues with traffic signal systems, 2) develop requests for proposals, maintain project budgets and schedules, 3) coordinate signal timing amongst various agencies, and 4) procurement of required hardware and software for the signal timing coordination. Other benefits of being a member agency include the ability to improve efficiency, air quality, and monetary savings due to a consolidated management approach. This also provides the ability to check signals and timings remotely.

This program is funded 50% from the federal government and 50% through the participating agencies. The total cost to a member agency is \$600 per signal per year. This is the same price as the existing agreement. Currently, the City of Belton has seven signals. The cost for Belton's participating in this program is \$4,200 for 2021 and \$4,200 for 2022. The City will be invoiced.

Staff recommends the City of Belton continue to be a member agency of OGL.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		MARC / Operation Green Light
Amount of Request/Contract:	\$	8,400
Amount Budgeted:	\$	FY2022 for 2021 Cost - \$4,200 / FY2023 for 2022 Cost - \$4,200
Funding Source:		225-0000-400-3020
Additional Funds:	\$	n/a
Funding Source:		n/a
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an Ordinance of the City of Belton, Missouri for the Cooperative Agreement between the City of Belton, Missouri and the Mid-America Regional Council for funding operations of Operation Green Light Traffic Control System in the amount of \$8,400.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance
OGL Cooperative Agreement

**COOPERATIVE AGREEMENT
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM (this "Agreement") is made and entered into this ____ day of _____, 2020 by and between Mid-America Regional Council ("MARC") and the City of Belton, Missouri, a Constitutionally Chartered Municipal Corporation, (the "City").

WHEREAS, the Mid-America Regional Council performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (hereafter, the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light", for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Belton, Blue Springs, Gladstone, Grandview, Independence, Kansas City, Lee's Summit, Liberty, North Kansas City, Raymore in Missouri and the jurisdiction of the Kansas Department of Transportation, the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee, Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas (collectively, the Member Agencies); and

WHEREAS, the Strategic Plan 2017-2020 established the vision, mission, objectives and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, the Member Agencies and MARC desire to obtain a Regional Traffic Control System, hereinafter defined, for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center; and

WHEREAS, Member Agencies in Missouri are authorized pursuant to the provisions of Article VI, Section 16 of the Missouri Constitution and Sections 70.210 et. seq. of the Revised Statutes of Missouri to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System; and

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, MARC and the City (collectively, the "Parties") mutually agree as follows:

Sec. 1. STATUTORY AUTHORITY. Pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and Section 70.210 et. seq. R.S.Mo the parties enter into this Agreement to operate a Regional Traffic Control System, hereinafter defined, for the

purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center.

Sec. 2. DEFINITIONS. As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein, the following words shall have the meanings set forth herein:

Exhibit 1 – Steering Committee Document

Exhibit 2 – Scope of Services

Exhibit 3 – Compensation

Exhibit 4 – Insurance Requirements

Exhibit 5 – Ownership Matrix

Exhibit 6 – Concept of Operations

Communications Network – All telecommunication infrastructure between Regional Traffic Management Centers, and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

Jurisdictional Boundaries – the geographical boundaries of the governmental entities acting as political subdivisions of the states of Kansas and Missouri.

Jurisdictional Control Center – the site or location designated by the Member Agency containing various equipment, computer hardware and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

Member Agencies – Agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction and operations of the Regional Traffic Control System.

Private Firms – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

Regional Traffic Control System - an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

Regional Traffic Management Center – the site or location designated by the Steering Committee containing various equipment, computer hardware and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the "TOC".

Steering Committee – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction and installation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies. The membership structure and policy are set forth in Exhibit 1, attached hereto and incorporated herein by this reference.

Traffic Signal Controller – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC shall perform or cause to be performed the services set forth in Exhibit 2, which is attached hereto and incorporated herein by this reference.

(b) City. In addition to the obligations set forth in this Agreement, City, in its capacity as a Member Agency, shall also perform all the obligations set forth in the document entitled "OGL Concept of Operations: Roles and Responsibilities", which is attached hereto as Exhibit 6 and incorporated herein by this reference. Furthermore, City shall not interfere with MARC's exercise of its obligations under this Agreement, including, but not limited to, MARC's deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

Sec. 4. SHARE OF COSTS. Subject to the conditions set forth in this Agreement, the City will pay MARC an amount not to exceed **Eight Thousand and Four Hundred and 00/100 Dollars (\$8,400.00)** representing the City's share of the cost for the maintenance and operation of the Regional Traffic Control System as set forth in Exhibit 3, attached and incorporated herein by this reference. The "Operation Green Light Location/ Ownership Matrix" set forth in Exhibit 5 attached hereto and incorporated into this Agreement, identifies the location and ownership of the software, hardware and other components comprising the Regional Traffic Control System.

Sec. 5. SHARING INFORMATION. MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the City, and the City shall share information with MARC and the Member Agencies necessary for the on-going maintenance and operation of the Regional Traffic Control System.

Sec. 6. SEVERABILITY. Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

Sec. 7. AUTONOMY. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

Sec. 8. EFFECTIVE DATE. The effective date of this Agreement shall be upon complete execution by the Parties.

Sec. 9. TERMINATION FOR CONVENIENCE. Either party to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations will be honored up to the effective date of termination. An agency that terminates this agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the agency terminating the agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Sec. 10. MERGER. This Agreement constitutes the entire agreement between City and MARC with respect to this subject matter.

Sec. 11. INDEPENDENT CONTRACTOR. MARC is an independent contractor and is not City's agent. MARC has no authority to take any action or execute any documents on behalf of City.

Sec. 12. COMPLIANCE WITH LAWS. MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

Sec. 13. DEFAULT AND REMEDIES. If MARC shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving MARC written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then MARC shall commence to cure within thirty (30) days.

Sec. 14. WAIVER. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by MARC to which the same may apply and, until complete performance by MARC of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. MODIFICATION. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City and MARC.

Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 17. AUDIT. The City shall have the right to audit this Agreement and all books, documents and records relating thereto. MARC shall maintain all its books, documents and records relating to this Agreement and any contract during the period of this Agreement and for three (3) years after the date of final payment of the contract or this Agreement, which ever

expires last. The books, documents and records shall be made available for the City's review within fifteen (15) business days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION. MARC shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation. MARC shall require any third party firms it contracts with ("Private Firms") to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions the Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation (USDOT) relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this Agreement.

Sec. 19. ASSIGNABILITY OR SUBCONTRACTING. MARC shall not subcontract, assign or transfer any part or all of MARC's obligations or interests without City's prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 20. CONFLICTS OF INTEREST. MARC shall require its Private Firms to certify that no officer or employee of City, or no spouse of such officer or employee, has, or will have, a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

Sec. 21. RULES OF CONSTRUCTION. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

Sec. 22. NOTICE: Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

City of Belton, Missouri
Attention: Public Works Director
506 Main Street
P.O. Box 230
Belton, MO 64012

MARC
Attention: Director of Transportation and Environment
600 Broadway, Suite 200
Kansas City, Missouri 64105

Sec. 23. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within

Cass County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 24. GENERAL INDEMNIFICATION.

(a) To the extent allowed by law, MARC shall defend, indemnify, and hold harmless the City and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

(b) To the extent allowed by law, City shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by City under this Agreement, caused by the City, its employees, agents, subcontractors, or caused by others for whom the City is liable. Notwithstanding the foregoing, the City is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees

Sec. 25. INDEMNIFICATION BY PRIVATE FIRMS. MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services performed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

Sec. 26. INSURANCE. MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4, which is incorporated herein by this reference; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

Sec. 27. INITIAL TERM; RENEWAL OF TERM. The initial term of this Agreement shall be two (2) years ("Term") unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one additional two (2) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew if City provides written notice to MARC of its intention not to renew within 180 days prior to the expiration of the Term.

Sec. 28. CITY BUDGETING. City represents and warrants, to the best of its knowledge and after appropriate consultation, that the terms of this Agreement conform to the requirements of the Missouri Constitution, Article VI, Section 23, 26(a). City further represents and warrants that its chief administrative office, each year during the term of this Agreement, will submit to and advocate for approval by its governing body of a budget that includes amounts sufficient to pay the City's share of the OGL Operating Costs. City also represents and warrants that its governing body, each fiscal year during the term of this Agreement, will fully consider and make all good faith and reasonable efforts to adopt a budget, for each successive fiscal period during the term of this Agreement, that specifically identifies amounts sufficient to permit City to discharge all of its obligations under this Agreement. The City is obligated only to pay MARC Operating Costs required under this Agreement as may lawfully be made from such amounts.

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

MID-AMERICA REGIONAL COUNCIL

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this _____ day of _____, 2020 before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Executive Director of Mid-America Regional Council (MARC) and that this foregoing instrument was signed and sealed in behalf of MARC by authority of its Board, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of MARC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name _____
Notary Public - State of Missouri
Commissioned in Jackson County

My commission expires:

CITY OF BELTON, MISSOURI

By: _____

Title: _____

Date: _____

Approved as to form:

City Attorney

Financial Certification

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which the above amount is chargeable and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the above obligation and that the account has been encumbered by the estimated amount set forth above for the purpose described hereon.

Director of Finance for the City of Belton

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this ____ day of _____, 2020 before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the _____ of the City of Belton, Missouri, and that the foregoing instrument was signed and sealed on behalf of the City of Belton and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name _____
Notary Public - State of Missouri
Commissioned in Cass County

My commission expires:

EXHIBIT 1

OPERATION GREEN LIGHT COMMITTEE

Role, Responsibility, and Organizational Structure

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including:* approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues arise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of January 2020)

	Participating Agency Non-Funding Agency in Bold	Membership (voting)
1	Belton	1
2	Blue Springs	1
3	Bonner Springs	1
4	Fairway	1
5	FHWA – MO & KS	Ex Officio
6	Gladstone	1
7	Grandview	1
8	Independence	1
9	Kansas City, MO	1
10	KC Scout	Ex Officio
11	KDOT	1
12	Lansing	1
13	Leavenworth	1
14	Leawood	1
15	Lee's Summit	1
16	Lenexa	1
17	Liberty	1
18	MARC	1
19	Merriam	1
20	Mission	1
21	Mission Woods	1

22	MoDOT	1
23	North Kansas City	1
24	Olathe	1
25	Overland Park	1
26	Prairie Village	1
27	Raymore	1
28	Shawnee	1
29	Unified Government/KCK	1
30	Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

- 1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.

- 1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any six of the voting members of the Steering Committee, including at least one member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member's previously cast vote shall be counted in the same manner.

EXHIBIT 2

SCOPE OF WORK

1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

3. Operations and Maintenance

3.1. Computer Software and Databases

MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

3.2. Computer Network

MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

3.3. Field Communications System

All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

3.4. Traffic Signal Controllers

Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.

EXHIBIT 3
COMPENSATION

- A.** The amount the City will pay MARC under this contract will not exceed **Eight Thousand, Four Hundred and 00/100 Dollars (\$8,400.00)**. This amount represents the City share of the total project cost as shown in Table 1 of this Exhibit. City shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

Table 1			
Operation Green Light Program			
Annual Operations Costs			
Total Agency Signals in OGL			7
Cost per Year Subsidized			
Year	No. of Signals	Cost Per Signal	Local Agency Cost
2021	7	\$600.00	\$4,200.00
2022	7	\$600.00	\$4,200.00

- B.** It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.
- C.** No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- D.** City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.

Exhibit 4

INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers’ Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with \$500,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Fee Minimum Limits</u>	<u>Professional Liability Minimum</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. Cyber Liability Coverage Summary: with \$2,000,000 Annual Aggregate Limit of Liability for each Insured/Member for Information Security & Privacy Liability. Each Member of MPR will have a \$2,000,000 Limit Each

C. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

D. All insurance coverage must be written by companies that have an A.M. Best’s rating of “B+V” or better, and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

E. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm’s failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

EXHIBIT 5

Operation Green Light Location / Ownership Matrix

Component	Location	Purchased By	Owned By	Maintained By	Comments
Software/Firmware					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Genetec Video System	OGL TOC	MARC	MARC	MARC*	
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
Computer Hardware					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
Field Hardware					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extention of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL owns switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
Miscellaneous					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MoDOT	MoDOT	MoDOT	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

* MARC maintained components to be maintained by joint-funded agreement

Exhibit 6

OGL Concept of Operations: Roles and Responsibilities

Introduction

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

Signal Timing

Initial Deployment of Regional Timing Plans

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
 - Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
 - Critical intersections of a corridor
 - An initial common corridor cycle length for each of the plans identified (i.e. am,



pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
 - phase sequencing
 - splits
 - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
 - Review the regional timing plans developed
 - Review any software models developed
 - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

Providing Maintenance Timing Plans

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency-maintained traffic signals
- The member agency will develop timing plans for member agency-maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary, by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.



Incident Management

The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

Citizen Complaints

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

Dispute Resolution

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee

Emergency Provisions

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

Field Communication Operation and Maintenance

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies



that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.

Controller Upgrades and Work inside the Traffic Controller Cabinet

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

Technical Support for OGL Computer Network

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

The Traffic Operations Center

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.

