

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

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROLS SYSTEM (this "Agreement") is made and entered into this ___ day of _____, 2009 by and between Mid-America Regional Council (MARC) and the City of Overland Park, Kansas, a Constitutionally Chartered Municipal Corporation (City).

WHEREAS, the Mid-America Regional Council performed a feasibility study “*Operation Green Light Feasibility Report, June 2000*” (which can be located at <http://www.marc.org/transportation/ogl/documents.htm>) (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 Gladstone, Independence, Kansas City, Lee’s Summit, Liberty, North Kansas City, Raymore, Raytown in Missouri and the Cities of Fairway, 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 Feasibility Report was prepared under review and supervision of each of the Member Agencies; and

WHEREAS, the Feasibility Report recommended that traffic signals within the Jurisdictional Boundaries of all of the Member Agencies be coordinated from a single Regional Traffic Management Center; and

WHEREAS, each of the Member Agencies have approved and accepted the findings of the report; and

WHEREAS, improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from 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 design for 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, the Member Agencies in Kansas are authorized pursuant to the provisions of Section 12-2901 et. seq. of the Kansas Statutes Annotated, and the Member Agencies in Missouri are authorized pursuant to the provisions of Article VI, Section 9 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 K.S.A. Section 12-2901 et. seq., the parties enter into this Agreement for the funding of the operations of the Regional Traffic Control System, hereinafter defined, which was designed for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a regional perspective. Pursuant to such authority, the City will file for recording an executed copy of this Agreement in Johnson County and file a copy with the Kansas Secretary of State.

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 Center, Jurisdictional Control Centers, Jurisdictional Work Stations 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 Signals Controllers located within the Jurisdictional Boundaries of the Member Agency.

Jurisdictional Workstation – computer workstations, computer software and portable notebook computer for use by the City to be installed at City-owned facilities capable of controlling and coordinating Traffic Signal Controllers within the Jurisdictional Boundaries and a part of the Regional Traffic Control System.

Member Agencies – Agencies that have entered into an agreement with MARC to participate in funding cost of design, construction and operations of the Regional Traffic Control System by such dates determined by MARC. Agencies include Mid-America Regional Council and may include the Missouri Department of Transportation, the cities of Gladstone, Independence, Kansas City, Lee’s Summit, Liberty, North Kansas City, Raymore, and Raytown in Missouri and the cities of Fairway, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee,

Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas.

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.

Technical Committee – that committee created for the purpose of assisting and advising the Steering Committee with respect to technical and engineering issues related to the plans, specifications, construction and installation of the Regional Traffic Control System. Membership on the Technical Committee is by appointment of the Steering Committee.

Traffic Signal Controller – a complete electrical mechanism and cabinet 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, and deploy the regional signal timing.

(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 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 **One Hundred Forty-Three Thousand, Five Hundred Forty-Six and 81/100 Dollars (\$143,546.81)** (the "OGL Operating Costs") 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 on 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 and written approval by the Office of the Attorney General of Kansas. In accordance with K.S.A. Section 12-2905, after receiving such written approval, the City shall file for recording a fully executed copy of this Agreement with the Register of Deeds of Johnson County, Kansas and file a copy with the Kansas Secretary of State.

Sec. 9. TERMINATION FOR CONVENIENCE. Either party to this Agreement may terminate this Agreement by giving 120 days notice to the other Party. Financial obligations will be honored up to the effective date of termination.

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 the parties.

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 ten (10) days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION; NON-DISCRIMINATION.

(a) MARC shall require 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.

(b) During the performance of this Agreement or any subcontract resulting thereof, MARC, Private Firms and all subcontractors and vendors (the Private Firms, together with all subcontractors and vendors, shall for purposes of this Section 18 be collectively referred to as the "Other Contractor Parties") shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001, et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income. In all solicitations or advertisements for employees the MARC

and the Other Contractor Parties shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission"). If MARC fails to comply with the manner in which MARC reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or if MARC is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, MARC shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated or suspended, in whole or in part, by the City.

(c) MARC shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.), as well as all other federal, state and local laws, ordinances and regulations applicable to this project, and shall furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local governmental agency in connection therewith.

(d) MARC shall include the provisions of paragraphs (b) through (c) above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

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 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 Overland Park
Attention: Public Works Director
8500 Santé Fe Drive
Overland Park, Kansas 66212-2866

MARC
Attention: Director, Mid-America Regional Council
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 Kansas. 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 Kansas within Johnson County, Kansas, and in no other. The parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

Sec. 24. GENERAL INDEMNIFICATION.

(a) To the extent allowed by law and subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act, 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 and subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act, 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 attorneys' 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 five (5) years ("Term") unless sooner terminated in accordance Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one additional five (5) 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 120 days prior to the expiration of the Term. During the Renewal Period, the OGL Operating Costs shall increase annually by an amount not to exceed five percent (5%) from the previous year. The annual increases will be based on an estimate of anticipated costs to be incurred by MARC and any necessary reserves required for the ongoing operations and maintenance of the Regional Traffic Control System. During the Renewal Terms, MARC shall provide written notice of said increases to the City within thirty (30) days of the anniversary of the Effective Date.

Sec. 28. NON-APPROPRIATIONS. Notwithstanding anything to the contrary in this Agreement, in accordance with the Kansas Cash-Basis Law, specifically K.S.A. Section 10-1116b, the City is obligated only to pay the OGL Operating Costs required under this Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the City's current budget year (which is based on a _____ to _____ fiscal year), or (b) funds made available from any lawfully operated revenue-producing source. City represents and warrants that each year during the term of this Agreement, its chief administration office will submit to and advocate for approval by its governing body a budget that includes amounts sufficient to pay the OGL Operating Costs required under this Agreement. City also represents and warrants that each budget year during the term of this Agreement, its governing body will fully consider and make all good faith and reasonable efforts to adopt a budget that specifically identifies amounts sufficient to permit City to discharge all of its obligations under this Agreement.

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

MID-AMERICA REGIONAL COUNCIL

By: _____

Title: _____

Date: _____

(Affix Corporate Seal)

CITY OF OVERLAND PARK

By: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved pursuant to K.S.A. §12-2904(g):

Office of the Attorney General of Kansas

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this ____ day of _____, 2009, 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 Mayor of the City of Overland Park, Kansas, and that the foregoing instrument was signed and sealed in behalf of the City of Overland Park Kansas, 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 Kansas
Commissioned in Johnson County

My commission expires:

EXHIBIT 1

OPERATION GREEN LIGHT STEERING COMMITTEE

- 1.1 Responsibilities: The Operation Green Light Steering Committee shall serve to make budget, 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 project and Advanced Traffic Management System (ATMS), including:
- 1.1.1 Develop project requirements and scopes of work;
 - 1.1.2 Recommend project budgets, revenues and expenses;
 - 1.1.3 Recommend selection of professional consulting firms and other private contractors to perform work for the project;
 - 1.1.4 Recommend project staffing levels and job descriptions;
 - 1.1.5 Participate in project decision-making at key points in the design process by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations for the design of the regional traffic signal coordination system including detailed plans for traffic signal equipment and traffic signal timing plans; and
 - 1.1.6 Participate in the development of subsequent inter-jurisdictional agreements for the construction, operation, maintenance and other project development activities of a regional traffic signal coordination system.
- 1.2 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

Participating Agency	Membership
Fairway	1
FHWA	1
Gladstone	1
Independence	1
Kansas City	2
KCATA	1
KDOT	1
Leawood	1
Lee's Summit	1
Lenexa	1
Liberty	1
MARC	1
Merriam	1
Mission	1
Mission Woods	1
MoDOT	2

North Kansas City	1
Olathe	1
Overland Park	2
Prairie Village	1
Raymore	1
Raytown	1
Shawnee	1
Unified Government	1
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 problems or business of the Steering Committee necessitates such additional meetings. 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.

1.3 Chairperson and Vice-Chairperson: In the first meeting of the Steering Committee, the members shall proceed to elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a chairperson and vice-chairperson who will serve a term of one year. Thereafter, a chairperson and vice-chairperson will be elected by a majority vote of all the voting members of the Committee on an annual basis. Said election will occur at the last regularly scheduled meeting of the Steering Committee prior to the expiration of the chairperson and vice chairperson's one-year term. The chairperson shall keep all Committee records.

1.4 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 or Overland Park, Kansas, 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.

Each member shall have the power to recall any matter voted upon during his absence at a regularly scheduled meeting if prior to the next regularly scheduled meeting said member informs the Chairperson in writing in sufficient time to comply with all the notice requirements of the MARC Public Participation Plan and at least ten (10) days prior to the date of the next regularly scheduled meeting of his intent to subject the previously approved or disapproved matter to revote of the then present members. If a previously voting member is not present for the revote, then said member is deemed to cast his or her vote in the same manner as previously voted on the matter.

EXHIBIT 2

SCOPE OF WORK (OPERATIONS PHASE)

1. Project Management

For the Operation Green Light Priority Corridors project, 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 project Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the project;
- Arrange and conduct Technical Committee meetings 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 project;
- 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 project;
- 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 project;
- 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 project.

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. (Please refer to Concept of Operations for details of this process.)

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 backbone will be considered part of the computer network. MARC may engage a private firm or firms selected by the project 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, or as specified differently in Exhibit 5. 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 that 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 project 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. 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 of Overland Park, Kansas will pay MARC under this contract will not exceed **One Hundred Forty-Three Thousand, Five Hundred Forty-Six and 81/100th Dollars (\$143,546.81)** 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, no less than annually.

Operation Green Light Program			
Table 1			
Annual Operations Costs		Total Cost	
Operation Green Light Project Annual Operations Costs (includes 3% annual inflation)			\$1,100,000
Total signals in OGL			606
Annual Operating Cost per Signal			1833
Total Agency Signals in OGL			44.75
Total Agency Unsubsidized Annual Cost			\$82,026.75
Cost per Year at Decreasing Subsidies			
Year	Federal Percentage	Annual Cost	Local Agency Cost
2009	80.00%	\$82,026.75	\$16,405.35
2010	72.50%	\$82,026.75	\$22,557.36
2011	65.00%	\$82,026.75	\$28,709.36
2012	57.50%	\$82,026.75	\$34,861.37
2013	50.00%	\$82,026.75	\$41,013.38
Total Contract Amount:			\$143,546.81

- 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 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. In the event that additional insurance, not specified herein, is required by the City during the term of this Agreement, MARC shall obtain such additional insurance; provided, however, the cost of the additional insurance shall be paid by the City.

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 \$100,000 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.

B. MARC shall cause Private Firm to secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein.

MARC shall cause Private Firm, upon receipt of notice of any claim in connection with the contract, to promptly notify the City and MARC, providing full details thereof, including an estimate of the amount of loss or liability.

MARC shall cause Private Firm to monitor and promptly notify the City and MARC of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) if the Private Firm's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Private Firm shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City and MARC.

1. Professional Liability

If Private Firm is to provide professional services as determined by the City or MARC, MARC shall cause Private Firm to maintain insurance coverage for two (2) years beyond the term of this Agreement, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000), each claim/aggregate.

2. Commercial General Liability -

General Aggregate:	\$ 2,000,000
Products-Completed Operations Aggregate:	\$ 2,000,000
Personal & Advertising Injury:	\$ 1,000,000
Each Occurrence:	\$ 1,000,000

Policy must include the following conditions:

- i) Broad Form Contractual/Contractually Assumed Liability
- ii) Broad Form Property Damage

3. Automobile Liability -

Policy shall protect Private Firm against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles.

Limits of liability protection required are no less than \$1,000,000 bodily injury and property damage, combined single limit including a \$1,000,000 uninsured/underinsured limit.

4. Umbrella / Excess Liability -

Each Occurrence:	\$ 1,000,000
Annual Aggregate:	\$ 1,000,000

The minimum required coverage limit may be satisfied by adding any combination of primary and umbrella/excess per occurrence and aggregate limits so that the sum of both equals the sum of the limits required.

5. Workers' Compensation and Employer's Liability -

This insurance shall protect Private Firm against all claims under applicable state Workers' Compensation laws. Private Firm shall also be protected against claims for injury, disease or death of employees that, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include liability limits not less than the following:

<u>Workers' Compensation:</u>	Statutory
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

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 "A-:VII" 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					
TranSuite & Associated Software Econolite 2070	OGL TOC Field	MARC MARC	MARC Local Agency	MARC Local Agency	To be maintained by joint-funded service agreement
Computer Hardware					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC	To be maintained by joint-funded service agreement
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC	To be maintained by joint-funded service agreement
Agency OGL Workstations	Local Agency	MARC	MARC	MARC	To be maintained by joint-funded service agreement
Wide Area Network	OGL TOC	MARC	MARC	MARC	To be maintained by joint-funded service agreement
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
Field Hardware					
New Communications Equipment	Field	MARC	MARC	MARC	To be maintained by joint-funded service agreement
Existing Communications Equipment	Field	Local Agency	Local Agency	Local Agency	
Traffic Signal Controllers	Field	MARC	Local Agency	Local Agency	
Serial to IP Converters	Field	MARC	Local Agency	Local Agency	
Miscellaneous					
OGL TOC Office	MoDOT D4	MoDOT	MoDOT	MoDOT	MARC will lease space from 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	

EXHIBIT 6
OGL Concept of Operations: Roles and Responsibilities
(Approved 4/27/05)

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 cooperate 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 will hold two 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 annually, 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 shall 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 Technical Committee, which will provide recommendations to the OGL Steering Committee 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 Technical Committee and approved by the Steering 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. MARC will also maintain the computer network hardware along with all network components such as network hubs, routers, modems etc.

The Traffic Operations Center

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently expected to be co-located with the KC Scout project.

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.