

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$11,996.91 from the fund balance of the 2008 Grant Fund in acceptance of a grant received from the Missouri Highway and Transportation Commission for Missouri's Blueprint for Roadway Safety, and authorizing the County Executive to execute a Program Agreement regarding said grant.

ORDINANCE #4028, September 15, 2008

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, the Missouri Highway and Transportation Commission has awarded the Sheriff's Office a grant in the amount of \$11,996.91 to cover the equipment needed to continually conduct enforcement activities in all types of weather conditions with the goal of reducing the number of alcohol-related accidents; and,

WHEREAS, an appropriation is necessary to place the grant funds in the appropriate spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made from the fund balance of the 2008 Grant

Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
010-4262	45366 - Increase Revenue	\$11,997	
010-2810	Undesignated Fund Balance		\$11,997
010-2810	Undesignated Fund Balance	\$11,997	

Grant Fund
MO Blue Print for Roadway Safety Equipment

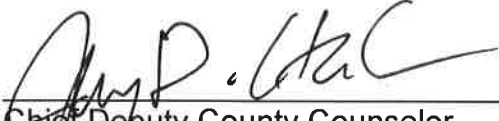
010-4262	57230 - Other Operating Supplies	\$9,413
010-4262	58150 - Office Furniture and Fixtures	\$684
010-4262	58170 - Other Equipment	\$1,400
010-4262	57120 - Heating Fuel	\$500

and,


BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Program Agreement with the Missouri Highway and Transportation Commission.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance #4028 introduced on September 15, 2008, was duly passed on September 29, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

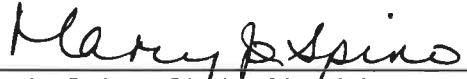
Abstaining 0

Absent 0
Excused 1

This Ordinance is hereby transmitted to the County Executive for his signature.

9.30.08

Date



Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #4028.

9/30/2008

Date



Michael D. Sanders, County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$11,996.91

September 10, 2008

Date



Director of Finance and Purchasing

CCO Form: HS2
Approved: 01/05 (BDG)
Revised: _____
Modified: _____

Award name/number: BPC0408Z
Award year: 2009
Region: Kansas City (D4)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of _____, a municipal corporation in the State of Missouri (hereinafter, "City");
OR

County of Jackson, (hereinafter referred to as "County"); OR

Department of _____, a department within the executive branch of the government of the State of Missouri (hereinafter, "Department"); OR

_____, a recognized vendor with the State of Missouri (hereinafter, "Vendor")

WITNESSETH:

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

(1) PURPOSE: The Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the County.

(2) ACTIVITY: The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Blueprint for Roadway Safety: Equipment for Task Force

(3) INDEMNIFICATION: To the extent allowed by law, the County shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the County on the account of personal injury, bodily injury (including death), or property damage suffered as a result of the County performance under this Agreement, County assumes the obligation to save harmless the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The County also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the County for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability, or payment arising out of such wrongful or negligent act or omission.

FILED
OCT 09 2009

MARY JO SPINO
COUNTY CLERK

salaries). Any costs incurred by County prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than Eleven Thousan Nine Hudred Ninty Six and Ninty one cents dollars (\$ 11,996.91) for this Blueprint safety project.

(12) INSPECTION OF IMPROVEMENTS AND RECORDS: The County shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The County shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The County shall refund any overpayments as determined by the final audit.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the County.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this 9 day of October, 2008.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Jackson County Sheriff's Dept.
NAME OF AGENCY OR VENDOR

Title: District Engineer

By [Signature]
Title Colonel

ADDENDUM

50 – 5.11 ANSI High Visibilitiy Vest	\$ 1,500.00
Screen Printing Vests	\$ 150.00
100 28” Orange Traffic Cones	\$ 1,425.00
2 – 2000 Watt Balloon Light	\$ 2,450.00
50 – 50” Strobe Light/Flashlight	\$ 1,050.00
3 – 6’ folding tables	\$ 143.91
3 cartons – Plastic folding chairs	\$ 540.00
200 – Flex Cuffs	\$ 338.00
Commercial Generator	\$ 1,400.00
2 – Portable Propane Heaters	\$ 500.00
Rollout Awning for trailer	<u>\$ 2,500.00</u>
 Total	 \$11,996.91