

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$5,000.00 from the fund balance of the 2011 Grant Fund in acceptance of the Missouri Blueprint for Safer Roadways - Aggressive Driving Campaign 2011 grant awarded by the Missouri Highways and Transportation Commission, and authorizing the County Executive to execute an agreement with the Missouri Highways and Transportation Commission for the expenditure of grant funds.

ORDINANCE #4325, July 18, 2011

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, the Sheriff's Office has been awarded a grant in the amount of \$5,000.00 by the Missouri Highways and Transportation Commission, to increase efforts to reduce aggressive driving, distracted driving, and alcohol-related crashes; and,

WHEREAS, the grant will enable the Jackson County Sheriff's Traffic Unit to increase enforcement efforts in high volume locations related to various violations, including but not limited to, careless and imprudent driving, following too closely, and speeding; and,

WHEREAS, the grant term is July 24, 2011, through August 7, 2011, and the grant does not require a local match; and,

WHEREAS, the Sheriff recommends the acceptance of this grant and the execution of the attached agreement with the Missouri Highways and Transportation Commission; and,

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

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the fund balance of the 2011 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
010-4244	45802 - Increase Revenues	\$5,000	
010-2810	Undesignated Fund Balance		\$5,000
010-2810	Undesignated Fund Balance	\$5,000	
010-4244	55030 - Overtime		\$5,000

and,

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

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

APPROVED AS TO FORM:

Jay D. Hallen
Chief Deputy County Counselor

W. Stephen Rudy
County Counselor

I hereby certify that the attached Ordinance, Ordinance #4325, introduced on July 18, 2011, was duly passed on July 18, 2011 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 6

Nays 0

Abstaining 0

Absent 3

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

July 18, 2011
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #4325.

7/18/2011
Date

Michael D. Sanders
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: \$5,000.00

July 19, 2011
Date

Gregg L. Horne
Director of Finance and Purchasing

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

Award name/number: BPC0408Z
Award year: 2012
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: **Summer Aggressive Driving Campaign**

(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.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.

(5) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) NONDISCRIMINATION CLAUSE: The County shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The County shall also comply with all state and federal statutes applicable to the County relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(7) ASSIGNMENT: The County shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the County with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the County.

(10) ACCESS TO RECORDS: The County and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the County receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the County agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by County. The County shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include

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 Five Thousand dollars (\$ 5,000) 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 ___ day of _____, 20__.

Executed by the Commission this ___ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

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

By _____

Title: District Engineer

Title _____

By _____

Title _____

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

Title _____

***Note:** If agency is a County with a county commission form of government, 3 signatures are required.