

**AN ORDINANCE DIRECTING THE CITY MANAGER TO PARTICIPATE IN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION BLUEPRINT FOR SAFER ROADWAYS PROGRAM AND SIGN AN AGREEMENT WITH THE COMMISSION TO UTILIZE STATE ROAD FUNDS IN AN AMOUNT OF NO MORE THAN \$6,007.00 FOR THE PURCHASE OF RADAR SPEED SIGNS FOR THE CITY OF GLADSTONE.**

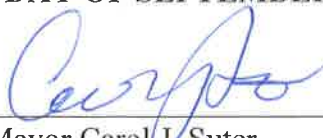
**LEGISLATIVE FINDINGS**

1. The City of Gladstone and the Missouri Highways and Transportation Commission seek to promote safety on roadways.
2. The Commission has authorized State Road Funds to be used to support the regional Blueprint for Safer Roadways.
3. State Road Funds, which are the subject of the agreement with the Missouri Highway and Transportation Commission, will support Missouri's Blueprint for Safer Roadways through the acquisition of traffic calming equipment for school zones and reimburse eligible costs in the amount of no more than \$6,007.00.
4. Executing an agreement with Missouri Highways and Transportation Commission to participate in the Blueprint for Safer Roadways Program is in the best interests of the residents of the City of Gladstone.

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

1. The City of Gladstone agrees to participate in Missouri's Regional Blueprint for Safer Roadways Program.
2. The City Manager is authorized to sign the Missouri Highways and Transportation Commission Blueprint for Safer Roadways Program agreement.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 23<sup>RD</sup> DAY OF SEPTEMBER, 2019.**

  
\_\_\_\_\_  
Mayor Carol J. Suter

**ATTEST:**

  
\_\_\_\_\_  
Ruth Bocchino, City Clerk

FIRST READING: September 23, 2019

SECOND READING: September 23, 2019



## *Request for Council Action*

RES ☐ #

BILL ☒ # 19-40

ORD # 4.491

Date: 9/13/2019

Department: Public Safety

Meeting Date Requested: 09/23/2019

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Missouri Highways and Transportation Commission Blueprint for Safer Roadways Program Agreement.

Background: The Missouri Highways and Transportation Commission Blueprint for Safer Roadways Programs provide funding to support the program. The City of Gladstone was awarded a grant through this program to acquire traffic calming equipment (radar speed signs) for school zones in the amount not to exceed \$6,007.00.

Budget Discussion: Funds are budgeted in the amount of \$ N/A from the Fund. Ongoing costs are estimated to be \$ annually. Previous years' funding was \$

Public/Board/Staff Input: Staff recommends authorizing the agreement.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Department Director/Administrator  
Chief Michael J. Hasty  
Director of Public Safety

City Attorney

SW  
City Manager

CCO Form: HS2  
Approved: 01/05 (BDG)  
Revised: 12/12 (ASB)  
Modified:

Award name/number: BPCKC89Z  
Award year: FY2020

**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 Gladstone, a municipal corporation in the State of Missouri (hereinafter, "City")

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 City.

(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: School Zone Traffic Calming

(3) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to

Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(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 City 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 City shall also comply with all state and federal statutes applicable to the City 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 City 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 City 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 City 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 City.

(10) ACCESS TO RECORDS: The City 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 City receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the City agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by City. The City 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 City 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 **Six Thousand and Seven** dollars (\$6,007.00) for this Blueprint safety project.

(12) **USE OF FUNDS:** Any employee of City whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of City participates in activities prohibited by the Hatch Act, City shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(13) **INSPECTION OF IMPROVEMENTS AND RECORDS:** The City shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The City 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.

(14) **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.

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

(16) **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 City.

(17) **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.

*[Remainder of Page Intentionally Left Blank]*

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

Executed by the City this 23<sup>rd</sup> day of September, 2019.


Executed by the Commission this 18<sup>th</sup> day of OCTOBER, 2019.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION



Title: District Engineer

CITY OF GLADSTONE

By 

Title: Sergeant

By 

Title: City Manager

By 

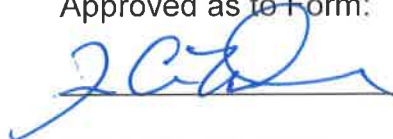
Title: Chief of Police

ATTEST:

By 

Title: City Clerk

Approved as to Form:



Title: City Attorney

Ordinance No. 4.491