



Board of Aldermen Request for Action

MEETING DATE: 9/19/2023

DEPARTMENT: Police Department

AGENDA ITEM: Resolution 1270, MoDOT Destination Safe Grant Agreement

RECOMMENDED ACTION:

A motion to approve Resolution 1270, authorizing the Mayor to sign the agreement with the Missouri Highways and Transportation Commission.

SUMMARY: Approval of these items will authorize the Mayor to sign a contract with the Missouri Highways and Transportation Commission for funding, in the amount of \$7,000 for the purchase of speed data collection equipment.

PREVIOUS ACTION:

This grant was previously used to purchase two speed data-collectors which have been installed in the school zone on South Commercial Avenue.

POLICY ISSUE:

This grant will allow for the purchase of two additional speed data-collection signs which will be installed in the school zone on Eagle Parkway.

FINANCIAL CONSIDERATIONS:

No financial impacts are projected.

ATTACHMENTS:

- ☐ Ordinance
- ☒ Resolution
- ☐ Staff Report
- ☐ Other:

- ☒ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1270

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR FUNDING EQUIPMENT PURCHASES

WHEREAS, the City of Smithville recognizes the importance of traffic safety; and

WHEREAS, the City of Smithville wishes to participate in the Missouri Department of Transportation, Department of Highway Safety grant program.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE
CITY OF SMITHVILLE, MISSOURI:**

THAT the Mayor and Board of Aldermen hereby authorize the Mayor to sign an agreement with the Missouri Highways and Transportation Commission to fund additional speed data collection equipment.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of September, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

CCO Form: HS02
Approved: 01/05 (BDG)
Revised: 03/17 (AR)

Award name/number: **BPCKC-94Z**
Award year: **FY2024**

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STRATEGIC HIGHWAY SAFETY PLAN PROGRAM AGREEMENT**

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

City of **Smithville Police Department**, 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 Strategic Highway Safety Plan 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 Strategic Highway Safety Plan Program: **School Zone Speed Awareness**.

(3) **INDEMNIFICATION**: 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.

(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 or for convenience by providing the **City** with written notice of cancellation. Should the Commission exercise its right to cancel the contract 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 Missouri's Strategic Highway Safety Plan activities shall only be available for reimbursement of eligible costs which have been incurred by the **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 the **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 **seven thousand**, dollars (**\$7,000.00**) for this Strategic Highway Safety Plan safety project.

(12) USE OF FUNDS: Any employee of the **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 the **City** participates in activities prohibited by the Hatch Act, the **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 _____ day of _____, 20____.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Vendor: **Smithville Police Department**

By _____

Title: District Engineer

Title _____

By _____

Title _____

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

Title _____

Ordinance No _____

Note: If a City or County has a commission form of government, three (3) signatures are required.

