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P. Hrngs. \_\_\_\_\_  
Pgs.  9   
Filed:  10-30-18

Sponsored by:  Fisk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL  2018- 272

SPECIAL ORDINANCE \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a Blueprint for Safer  
2 Roadways grant from the Missouri Highways and Transportation  
3 Commission in the amount of \$11,400 for the purpose of continuing the  
4 pedestrian safety program “SGF Yields”; to enter into an agreement  
5 with the Missouri Highways and Transportation Commission to accept  
6 such grant; amending the budget for the Department of Public Works  
7 for Fiscal Year 2018-2019 in the amount of \$11,400; and declaring this  
8 Ordinance qualifies for approval on one reading.  
9 \_\_\_\_\_

10  
11 WHEREAS, Public Works applied for a Blueprint for Safer Roads Program grant  
12 pursuant to City Code Section 2.11; and  
13

14 WHEREAS, Public Works was informed that the Missouri Highways and  
15 Transportation Commission (“MHTC”) wishes to award the City a grant in the amount of  
16 \$11,400; and  
17

18 WHEREAS, the grant will provide funding to continue and expand the pedestrian  
19 safety campaign known as “SGF Yields.”  
20

21 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
22 SPRINGFIELD, MISSOURI, as follows, that:  
23

24 Section 1 – The City Manager, or his designee, is hereby authorized to accept a  
25 grant from the Missouri Highways and Transportation Commission and to do all things  
26 necessary to carry out the grant, including execution of a contract substantially similar in  
27 form to the Agreement attached hereto as “Exhibit A” and incorporated herein by this  
28 reference.  
29

30 Section 2 –The budget for Fiscal Year 2018-2019 of the Department of Public  
31 Works of the City of Springfield is hereby amended in the accounts and in the amounts  
32 as shown on Budget Adjustment No. 0018, a copy of which is attached hereto and  
33 incorporated herein by reference as “Exhibit B.”

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Section 3 – City Council hereby finds and declares that this Ordinance may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: \_\_\_\_\_, Deputy City Attorney

Approved for Council action: \_\_\_\_\_, City Manager

**EXPLANATION TO COUNCIL BILL 2018-272**

FILED: 10-30-18

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to accept a Blueprint for Safer Roadways grant from the Missouri Highways and Transportation Commission in the amount of \$11,400 for the purpose of continuing the pedestrian safety education program "SGF Yields"; to enter into an agreement with the Missouri Highways and Transportation Commission to accept such grant; and amending the budget of the Department of Public Works for Fiscal Year 2018-2019 in the amount of \$11,400.

BACKGROUND INFORMATION: In 2016, the Traffic Operations Division applied for a grant to fund a pedestrian safety campaign "SGF Yields". The program is designed to raise awareness and provide additional education for drivers and pedestrians on the safety benefits of utilizing crosswalks and/or crossing streets at intersections, where drivers are more likely to expect them to cross.

This year, the grant was announced on March 20, 2018. With less than 60 days between the announcement and the application deadline of May 2, 2018, staff was not given sufficient notice to obtain City Council's authorization to apply for this grant. Pursuant to City Code Section 2.11, staff applied for the grant with the City Manager's approval and was awarded \$11,400. If accepted, the grant will allow the City to continue and expand the current pedestrian safety education program "SGF Yields." No matching funds are required for this project.

This Ordinance may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency.

Supports one of the four 2018 City Council Priorities:

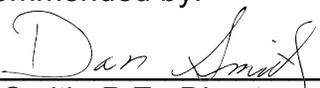
- Public safety

REMARKS: Public Works recommends passage of this Ordinance and budget adjustment.

Submitted by:

  
Kirk Juranas, P.E., Assistant Director of Public Works

Recommended by:

  
Dan Smith, P.E., Director of Public Works

Approved by:

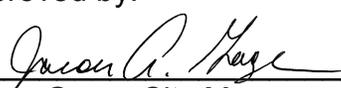
  
Jason Gage, City Manager

Exhibit A

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

Award name/number: BPCSW7GZ  
Award year: 2019 (SW District)

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

County of \_\_\_\_\_, (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 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:

***Purchase advertisement, incentives for schools, pavement decals and walker statues to expand the SGF Yields Campaign.***

(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 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 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 **eleven thousand four hundred** dollars (\$ 11,400.00) 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

City  
City of Springfield, Public Works

\_\_\_\_\_

By \_\_\_\_\_

Title: District Traffic Engineer

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

Title \_\_\_\_\_

Ordinance No \_\_\_\_\_

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

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit B

BA Number 0018

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	416020	000000	00000	11,400.00	Missouri Highways & Transportation Commission Grant Revenues
Net Revenue Adjustment						11,400.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	501260	000000	00000	11,400.00	Blueprint for Safer Roadways Program - Pedestrian Safety Education Program "SGF Yields"
Net Expenditure Adjustment						11,400.00	

Fund Balance Appropriation:

Fund	Title	Amount
		-

Explanation: To appropriate a Blueprint for Safer Roadways Program state grant from the Missouri Highways and Transportation Commission to continue and expand the current pedestrian safety education program "SGF Yields".

Requested By:

Don Smith 10/30/18  
Department Head Date

Approved By:

DL Hill 10/30/18  
Director of Finance Date

Authorization:

Council Bill No. 2018-272  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date