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

Award name/number: **BPCSW5FZ**
Award year: 2017
Region: Southwest (SW)

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 **Joplin**, 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 two (2) Evolis Speed Sign units with accessories. The units are $2962.50 each for a total of $5,925.00. The units will be installed in fixed positions for northbound and southbound traffic on Main Street.

(3) INDEMNIFICATION: To the extent allowed by law, the City 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 City on the account of personal injury, bodily injury (including death), or property damage suffered as a result of the City performance under this Agreement, City 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 City 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 City 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 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 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 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 **five thousand nine hundred and twenty five** dollars (**$5925.00**) for this Blueprint safety project.

(12) 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.

(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 City 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 City.

(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 City this ___ day of _____, 20____.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title: Traffic Operations Engineer

City of Joplin
NAME OF AGENCY OR VENDOR

By_____

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.

MISSOURI'S BLUEPRINT FOR SAFER ROADWAYS
VOUCHER FOR ACTIVITY REIMBURSEMENT
- - - REQUIREMENT OF PROGRAM AGREEMENT - - -

AGENCY: City of Joplin Police Department

MAKE CHECK PAYABLE TO:

ADDRESS: 303 East 3rd Street

Joplin, Missouri 64801

STATE VENDOR NUMBER: 4460001960-9

PERIOD OF CLAIM: FROM: July 1, 2016 **TO:** July 31, 2017

PROJECT NUMBER: BPCSW5FZ **ACTIVITY TITLE:** Purchase two (2) Evolis Speed Sign units with accessories

CONTACT NAME: Sgt. Jared Delzell or Capt. Ryan West **PHONE:** (417) 627-8880 **EMAIL:** jdelzell@joplinmo.org

PROJECT FINANCIAL SUMMARY

CLAIMED FOR THIS PERIOD	TOTAL PREVIOUSLY VOUCHERED	TOTAL CLAIMED TO DATE

I certify that, in accordance with the laws of the State of Missouri and under terms of the approved project, actual costs claimed have been incurred for the purposes as defined in the Program Agreement:

Prepared By	Title	Date
Project Director or Authorizing Official	**Title**	**Date**

SUBMIT TO: Brandon D. Campbell (Name (District Office Contact)) SW District - Springfield (MoDOT District Office)

3025 E. Kearney, Springfield, MO 65803 (District Office Address)

MODOT USE ONLY
APPROVAL FOR PAYMENT BY DISTRICT ENGINEER OR DESIGNEE

Signed: _____ **Title:** _____ **Date:** _____

File: Original—MoDOT District B & B
Copy—Highway Safety Division Office

Rev 4/05

MoDOT

Missouri Department of Transportation

Southwest District
Becky Baltz, District Engineer

3025 East Kearney Street
P.O. Box 868
Springfield, Missouri 65801
417.895.7600
Fax: 417.895.7637
1.888.ASK MODOT (275.6636)

August 26, 2016

RE: Blueprint Grant Process

Dear Coalition Member,

Thank you for your continued partnership to keep Missouri's roads safe. We appreciate the collaboration that you have provided to make the efforts of the Missouri Coalition for Roadway Safety successful.

After this spring/summer's grant application process, it was brought to my attention that not all of our applicants knew whether they had been approved. If you submitted an application and are receiving this letter accompanying an agreement form, congratulations are in order. Your grant is being funded at the rate shown in the agreement. I know that you will put the funds to good use.

Moving forward, the next step is to get the agreements executed. Please look over the attached agreement form and send an original signed copy to me. If you'd like to have a copy for your records, please let me know.

I am also attaching a voucher form. If you need to split up the payments into multiple transactions for whatever reason, feel free to submit multiple vouchers over the course of the grant. Each request for payment must include both the voucher and either an invoice or receipt.

Throughout the process, if you have any questions, I'd be happy to answer them. My desk number is 417-829-8044.

Sincerely,

Brandon Campbell
Traffic Operations Engineer
MoDOT—SW District