

Greene County Commission Briefing  
Commission Office  
1443 N. Robberson, 10<sup>th</sup> Floor  
Oct. 18, 2018, 9:30 a.m.

Present: Bob Cirtin, Chris Coulter, Lincoln Hough, Donna Barton, Kevin Barnes, Larry Woods, Samantha Foster, Janell Westbrook, Kate Morris, and Jeff Scott.

Janell Westbrook from the Greene County Sheriff's Office presented a Blue Print Grant for signature (Exhibit A). Commissioner Hough made a motion to approve the request to sign and authorize Commissioner Cirtin to sign the document. Commissioner Cirtin seconded the motion. Upon further discussion Commissioners Cirtin and Hough chose to keep the meeting and the vote open in order for Commissioner Harold Bengsch to also take part in the vote. This was decided because the grant requires all three Commissioner signatures. The meeting was reconvened Tuesday, Oct. 23, at 10:30 a.m. Commissioners Cirtin and Bengsch reviewed the document. Commissioner Bengsch contributed his vote. The motion passed unanimously.

Aye: Bengsch, Cirtin, Hough. Nay: None. Abstain: None. Absent: None.

Office of Emergency Management Director Larry Woods presented for discussion the mitigation plan. He explained that SEMA recently set requirements for a new framework. The concern with that, he said, is that the framework is not FEMA compliant, and is not as high quality as the current OEM mitigation plan. Deputy Director Samantha Foster noted that the current OEM plan is used as an example around the country and internationally. Woods said he is waiting for feedback from the SEMA director and will update the Commissioners soon.

Woods and Foster also presented for discussion a possible restructuring of OEM positions. Commissioners asked them to consult with the Budget Office and again with Human Resources and come back with more details.

Chief Executive Assistant Kate Morris presented a Historic Sites Board appointment for approval. Rick Webb was nominated by the board the previous Monday. Commissioner Cirtin made a motion to appoint Webb to the Historic Sites Board. Commissioner Hough seconded the motion. The motion passed.

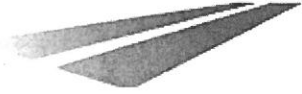
Aye: Cirtin, Hough. Nay: None. Absent: Harold Bengsch. Abstain: None.

Resource Management Director Kevin Barnes gave the Commission a department update.

County Administrator Chris Coulter told the Commission that he and Barnes would be presenting on campus updates to the Grand Jury. Budget Officer Jeff Scott noted that he would be attending the next Walnut Grove Board of Alderman meeting to talk about the sales tax.

Meeting adjourned.

**Missouri Coalition  
for Roadway Safety**



P.O. Box 868  
Springfield, Missouri 65803  
417.895.7600  
Fax: 417.895.7664

[www.saveMOLives.com](http://www.saveMOLives.com)

September 18, 2018

RE: Blueprint Grant Process

Dear Coalition Member,

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

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 have your *agreement (contract)* executed. Please:

- Review the attached agreement form
- Have the agreement form signed by the necessary individuals in your organization (these are the people whom have the authority in your organization to execute contracts)
- Fill in the date on the last page of the contract form – it says "Executed by the City/County/Department/Vendor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_."
- Send the original signed and dated copy to me by US postal service. If you'd like to have a copy for your records, please let me know.

There is also a voucher form attached for reimbursements for your project(s). 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*. The voucher and invoice/receipt can be e-mailed to [cynthia.dunnaway@modot.mo.gov](mailto:cynthia.dunnaway@modot.mo.gov). We must receive *all* documents by April 16<sup>th</sup>, 2019. Unclaimed grants will be awarded to fulfill other requests.

If you have any questions throughout the process, please contact me at [cynthia.dunnaway@modot.mo.gov](mailto:cynthia.dunnaway@modot.mo.gov) or (417) 829-8062.

Sincerely,

A handwritten signature in black ink that reads "Cindy Dunnaway". The signature is fluid and cursive, with the first name "Cindy" being more prominent.

Cindy Dunnaway, PE  
District Traffic Engineer  
MoDOT—SW District

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

Award name/number: BPCSW7EZ  
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 \_\_\_\_\_, a municipal corporation in the State of Missouri (hereinafter, "City");  
OR

County of Greene, (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:

***Purchase one hundred fifty (150) cones with reflective collars and radar units not to exceed the amount of six thousand six hundred fifty-one and 84/100 (\$6,651.84).***

(3) INDEMNIFICATION :

(A) To the extent allowed or imposed by law, the County 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 County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County 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 County 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 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 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 or for convenience by providing the County 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 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 **eight thousand seventeen and 34/100** dollars (\$8,017.34) for this Blueprint safety project.

(12) USE OF FUNDS: Any employee of County 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 County participates in activities prohibited by the Hatch Act, County 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 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.

(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 County 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 County.

(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 County this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

County  
Greene County Sheriff's Office

\_\_\_\_\_

By [Signature]

Title: District Traffic Engineer

Title Presiding Commissioner

By [Signature]

Title Assoc. Commissioner

By [Signature]

Title Assoc. Commissioner

ATTEST: Sheriff

By [Signature]

Title Sheriff

Approved as to Form:

\_\_\_\_\_

Title \_\_\_\_\_

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

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