

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 111-13

AN ORDINANCE

authorizing a Statewide Transportation Improvement Program (STIP) agreement with the Missouri Highways and Transportation Commission for On Call Work Zone Enforcement activities; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a Statewide Transportation Improvement Program (STIP) agreement with the Missouri Highways and Transportation Commission for On Call Work Zone Enforcement activities. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CCO Form: HS3A

Approved: 07/06 (AMN)

Revised: 02/12 (ASB)

Modified:

Award years: 2013-2017

Region: CD – Central

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM ON CALL WORK
ZONE ENFORCEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Columbia, 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 funds to be used to support Statewide Transportation Improvement Program (hereinafter, "STIP") On Call Work Zone Enforcement activities. The purpose of this Agreement is to grant the use of such funds to the City.

(2) ACTIVITY: The funds which are the subject of this Agreement, are provided to support law enforcement work zone activities to further STIP On Call Work Zone Enforcement.

(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 and its employees, 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) CITY REPRESENTATIVE: The City's police chief is designated as the City's representative for the purpose of administering the provisions of this Agreement. Further, the City's police chief shall have the authority to execute Program Orders in accordance with this Agreement.

(7) 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.*).

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) 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.

(10) 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.

(11) FUNDING/REIMBURSEMENT: With regard to work under this Agreement, the City agrees that funds to implement work zone law enforcement 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 or Task Orders.

(12) PROGRAM ORDER: On Call Work Zone Enforcement funding will be conducted under a Program Order. Each Program Order must be executed by the Commission and the City's Representative. Each Program Order shall contain, but is not limited to the following:

(A) Program Order Job Number(s).

(B) Funds available for the completion of the Program Order.

(C) Starting and completion dates for the Program Order.

(13) 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).

(14) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(15) 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.

(16) 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.

(17) 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.

(18) EMPLOYEES ONLY: The funding granted by the Commission to the City under this Agreement extends only to reimbursement for work zone enforcement by employees of the City covered by the City worker's compensation plan.

(19) DURATION AND EXTENSION: Unless otherwise terminated, this

Agreement shall be in effect for five years from the execution of this Agreement. Upon the approval of both parties, the terms and conditions of this Agreement are renewable for an additional two, one year extensions from the date of the expiration of the Agreement. Any extension shall be memorialized in an appropriate Supplemental Agreement and executed by the duly authorized representatives of the parties.

(20) 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 OF _____, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form

Commission Counsel

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

Title _____

Ordinance No _____

CCO Form: HS09A
Approved: 07/06 (AMN)
Revised: 11/11 (ASB)
Modified:

**PROGRAM ORDER
TO AGREEMENT DATED _____**

Program Order Number: DWZEA12Z

Date: _____

Contract Amount: \$5,000.00

Effective Date: July 1, 2012

Completion Date: December 31, 2013

Contractor: Columbia Police Department

Mail Invoices/Vouchers to: MoDOT Traffic and Highway Safety Division
PO Box 270
Jefferson City, MO 65102

This Program Order is issued under the authority of the Agreement between the Missouri Highway and Transportation Commission (the "Commission") and the City of Columbia (the "City") dated _____ and is subject to all applicable provisions and covenants of that Agreement, which are incorporated herein by this reference.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed intending to be bound thereby.

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF _____

Title _____

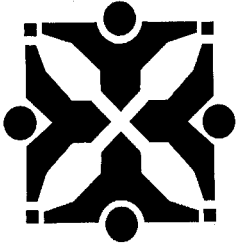
By _____
Title _____

Attest:

Secretary to the Commission

Approved as to Form:

Commission Counsel



Source: Police Department

To: City Council
From: City Manager and Staff

Council Meeting Date: Apr 15, 2013

Agenda Item No:

Re: MO Department of Transportation - Work Zone Enforcement Program and Program Order Agreement

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an ordinance authorizing acceptance of the Program Agreement and Program Order #DWZEA12Z from the Missouri Department of Transportation for Work Zone Enforcement.

DISCUSSION:

The Missouri Highway and Transportation Commission has authorized funds to support the Statewide Transportation Improvement Program (STIP) On Call Work Zone Enforcement activities. These funds are provided to fund overtime for law enforcement operations for work zone enforcement activities to further STIP On Call Work Zone Enforcement.

This is a continuation of Work Zone Enforcement grant originally accepted with Ordinance #021123 on 10/17/11. MoDot is requesting that a new agreement and contract number be issued to continue the original program. No additional funding at this time, as the original funding of \$5,000.00 from 10/17/11 is still available.

The Program Agreement period is October 1, 2012 through September 30, 2017.

The Program Order Agreement for Order #DWZEA12Z is July 1, 2012 through December 31, 2013

FISCAL IMPACT:

The Work Zone Enforcement Agreement provides reimbursement for police overtime pay related to enforcement activities. No matching funds are required.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

Vision impact is supported by increasing traffic law enforcement as it relates to work zone enforcement

SUGGESTED COUNCIL ACTIONS:

Staff recommends acceptance and passing of ordinance.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	3.3.2
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	

Missouri Department of Transportation

1320 Creek Trail Drive
P.O. Box 270
Jefferson City, Missouri 65102
573.751.4161
800.800 BELT
Fax: 573.634.5977

March 11, 2013

Columbia Police Department
Sgt. Curtis Perkins
600 E. Walnut
Columbia, MO 65201

Dear Sgt. Perkins:

Enclosed are a Work Zone Enforcement Program Agreement and Program Order Agreement between the Missouri Highways and Transportation Commission (MHTC) and your agency for enforcement to be conducted in designated Missouri Department of Transportation (MoDOT) Work Zones.

The agreement will be valid for the award years 2013-2017. The award years establishes a lengthier term agreement so that an ordinance will only need to be passed every five years. In addition, on the Program Agreement article (6), please fill in your agency's representative's title.

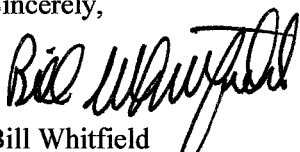
The Program Order Agreement is for Program Order Number DWZEA12Z in the contract amount of \$5,000.00 with the effective date of July 1, 2012 thru December 31, 2013.

Please have the appropriate authorizing official sign and date all three copies of the Work Zone Enforcement Program Agreement and Program Order Agreement. Return all completed copies of the Work Zone Enforcement Program Agreement, Program Order, and a copy of the ordinance to the MoDOT Traffic and Highway Safety Division.

Once the Work Zone Enforcement Program Agreement and Program Order Agreement have been fully executed by MHTC, one original copy will be returned to your agency and your agency may begin work.

If you have any questions about the process, please call Bill Whitfield at 573-751-5417.

Sincerely,



Bill Whitfield
Highway Safety Program Manager

c: Chief Kenneth Burton
Enclosure

