

Christian County Commission

May 28, 2009

Convene

Presiding Commissioner John Grubaugh called the meeting of the County Commission to order at 9:00 a.m. on May 28, 2009 at the County Commission Office. Attendance: John Grubaugh, Present: Bill Barnett, Present: Tom Huff, Present. County Clerk Kay Brown is taking the minutes.

9:00 a.m. Bid Opening Re: Detention Center Food Contract

The meeting was attended by Commission Secretary Julia Maples, Dan Sutterfield of Springfield Grocer, Mike Clevenger from Banta Food and Larry Small of U.S. Foods. The Commission opened five bids for the Detention Center Food. Springfield Grocer Performance Food Group based in Little Rock, Arkansas Sysco Food Services of Kansas City U.S. Foods Banta Foods The Commission will review the bids with the Sheriff and make a decision at a later date.

Motion/Vote - Approve the May 21, 2009 Minutes

Western Commissioner Bill Barnett made a motion to approve the May 21, 2009 Minutes. Tom Huff seconded the motion. The motion passed by vote: John Grubaugh (Yes), Bill Barnett (Yes), Tom Huff (Yes).

Motion/Vote - 10:00 Approve and Sign the Supplemental Agreement for the STP-Urban Program

Eastern Commissioner Tom Huff made a motion to approve the Supplemental Agreement provided by MODOT to the STP-Urban Program. Bill Barnett seconded the motion. The motion passed by vote: John Grubaugh (Yes), Bill Barnett (Yes), Tom Huff (Yes). The meeting was attended by Commission Secretary Julia Maples and Resource Management Administrator Jim Bresee. Presiding Commissioner John Grubaugh signed the addendum to the contract with MODOT for the CC Highway Project. The document was attested to by County Clerk Kay Brown.

Ordinance - 05-28-09-01 -

STP-URBAN Program Supplemental Agreement CCO Form: RM11-SUP
County

Christian

Approved: 05/02 (BDG)
Revised: 07/06 (BDG)
Modified: 05/09 (MWH)

Project STP-9900 (860)

CFDA Number: CFDA#20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-9900 (860)
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM
SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission
May 28, 2009

(hereinafter, "Commission") and the County of Christian (hereinafter, "County").

WITNESSETH:

WHEREAS, the Congress of the United States of America has passed the American Recovery and Reinvestment Act of 2009, which provides specific federal funding for certain projects;

WHEREAS, on March 24th, 2009 the Commission and the County previously entered into a STP-Urban Funds Agreement as to public improvements designated as STP-9900 (860), for the scoping of the Route CC Corridor from Main St. in Nixa Missouri to Route NN/J in Ozark, Missouri, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the County now desire to revise the Original Agreement as provided in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows"

(1) REVISION: PARAGRAPH 10 (A) of the Original Agreement is hereby removed and replaced with the following:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by the County. Any costs incurred by the County prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs ARRA funds will be expended before any other federal aid funds. ALL ARRA costs incurred by the County will be reimbursed up to the lump sum amount of \$ 900,000.00 not to exceed the legal pro rata share. All STP-Urban costs incurred by the County will be reimbursed up to a lump sum amount of \$ 320,000.00 not to exceed the legal pro rata share of 80 percent. Any costs for these improvements unless specifically identified in this Agreement or subsequent amendments. Any costs incurred by the County prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(2) AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: The County agrees to abide by the provisions of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub.L. 111-5, 2009 H.R. 1).

(3) SECTION 902 OF ARRA: The U.S. Comptroller General and his representatives shall have the authority"

(A) to examine any records of the contractor or any or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(B) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

(4) INCORPORATION OF SECTION 902 PROVISIONS: The County shall include the provisions of paragraph (3) of this Agreement in every subcontract.

(5) SECTION 1515(a) of ARRA: For each contract or grant awarded using ARRA funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

(A) To examine any records of the contractor or grantee, any of its subcontractors or sub grantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and

(B) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this 28th day of May, 2009.

Executed by the Commission this _____ day of _____ 2009.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CHRISTIAN COUNTY

Title: _____

By: John Grubaugh
Title: Presiding Commissioner

ATTEST:

ATTEST:

Secretary to the Commission

By: Kay Brown
Title: County Clerk

Signatures



John Grubaugh, Presiding Commissioner