

BILL NO. 2024-047

ORDINANCE NO. 8670

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, APPROVING THE PUBLIC TRANSIT OPERATING ASSISTANCE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:

Section 1. The agreement with the Missouri Highways and Transportation Commission is hereby approved for federal financial assistance under section 5311 of Chapter 52, Title 49 United States Code.

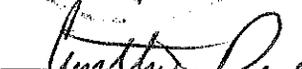
Section 2. The Mayor and the City Manager are hereby authorized to execute any and all documents related to said agreement between the City of Nevada and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

Section 2. All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after the date of passage and approval.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri on this 15th day of October, 2024.




CYNTHIA DYE, CITY CLERK


GEORGE C. KNOX, MAYOR

AGENDA ITEM
October 1, 2024

Subject: Taxi Grant Agreement

Department: Public Transportation

Department Notes:

- August 15, 2023 the City passed ordinance 8596 for the Federal 5311 Taxi Grant. We received an email from Breeze McCracken from MoDot that the original ordinance we sent is not valid and we need to issue a new one. Her email is below.
 - We received your application in 2023 and we are currently trying to get the agreement issued so the money can finally be paid out. Part of the agreement, however, is having a city ordinance saying it's ok to enter into an agreement and specifies who is the authorized signer. The one that was provided originally also said State Transit Assistance and was signed by the old mayor. Since you have a new mayor, he wouldn't be able to sign the agreement because his name doesn't match. The new one that Jill sent me has the new mayor's name on it, which is great, but it still says State Transit Assistance on it so I was afraid that our legal department might have an issue with it since this is for 5311. We would need a new ordinance in this particular case. I double checked with Christy and she agreed that because it specifically says State Transit Assistance that we cannot use that ordinance for a 5311 agreement.

CCO Form: MO77
Approved: 01/92 (KRR)
Revised: 03/24 (TLP)
Modified: 10/24 (MWH)

Project No. MO-2024-23-00
or other available funding

CFDA Number: CFDA #20.509
CFDA Title: Formula Grants for Other Than Urbanized Areas
Federal Agency: Federal Transit Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
NONURBANIZED AREA PUBLIC TRANSPORTATION
OPERATING AND NON-OPERATING ASSISTANCE GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Nevada (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the Grantee has applied to the Commission for a grant of funds made available to the Commission under 49 United States Code (USC) 5311 (hereinafter, "5311"), to defray a portion of the costs of a general public transportation project carried out by the Grantee; and

WHEREAS, pursuant to Truly Agreed to and Finally Passed House Bill 4 (TAFP HB 4) of the 96th General Assembly, 1st Regular Session, and subsequent annual appropriations bills, additional public funds are available for programs to support public transit systems, and the Commission is authorized by law to reimburse these public transit systems with these public funds; and

WHEREAS, the Commission has awarded funds available pursuant to TAFP HB 4, 96th General Assembly, 1st Regular Session, or subsequent annual appropriations bills to the Grantee with the understanding that such funds will be used for projects pursuant to this Agreement for the purposes specified in the Grantee's application for 5311 assistance (Appendix A and B, which are attached hereto and incorporated herein by this reference).

NOW, THEREFORE, in consideration of these mutual covenants, promises, and representations, the parties agree as follows:

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing the project's expenses that are eligible for federal financial assistance.

(A) Net Operating Cost: Net operating cost is the total cost of operation less revenues received from the service provided. Such net operating cost is estimated

to be the amount determined from the Grantee's projected operating budget (Appendix B).

(B) Non-Operating Cost: Non-operating costs are project administrative expenses incurred by the Grantee (Appendix B).

(C) The Commission will make a grant from available federal funds in the amount not to exceed eighty percent (80%) of certain non-operating costs and fifty percent (50%) of the net operating cost in a manner consistent with the administrative rules of the United States Department of Transportation (USDOT) as contained in the Federal Transit Administration (FTA) Circular 9040.1H dated November 1, 2024, and any other regulations pursuant to the Federal Transit Act, as amended. Reimbursement of non-operating costs will be determined annually based upon available funding.

(D) The Grantee will provide funds from sources other than: (a) unauthorized restricted federal funds; (b) receipts from the use of the project facilities and equipment; or (c) revenues of the general public transportation system in which such facilities and equipment are used in an amount sufficient, together with the grant pursuant to this Agreement, to pay the actual operating and non-operating costs. The non-operating portion of the grant under this Agreement will not exceed eighty percent (80%) of non-operating costs selected by the Commission, and the operating portion of the grant under this Agreement will not exceed fifty percent (50%) of the actual net operating cost.

(2) SCOPE OF WORK AND BUDGET: The Grantee will undertake and complete the project specified in the approved project application and budget (Appendixes A and B).

(3) USE OF PROJECT FACILITIES AND EQUIPMENT:

(A) The project facilities and equipment shall be used to provide general public mass transportation service within the Grantee's transportation service area, substantially as described in the project description (Appendix A and B).

(B) The Grantee agrees to observe the property management standards as set forth in Office of Management and Budget Title 2 Code of Federal Regulations (CFR) Part 200, as now or hereafter amended in order to protect the interest of the USDOT.

(C) Exceptions to the requirements of subparagraph (3)(B) of this Agreement must be specifically approved by the Commission.

(D) If during the grant period, any project facilities/equipment are not used in mass transportation service, whether by planned withdrawal or casualty loss, the Grantee shall immediately notify the Commission and shall remit to the Commission a proportional amount of the fair market value, if any, of the property, which shall be determined on the basis of the ratio of the grant made by the Commission to the actual

cost of the project.

(E) Fair market value shall be deemed to be the value of the property as determined by competent appraisal at the time of such withdrawal from use or misuse, or the net proceeds from public sale, whichever is approved by the Commission.

(F) In the event of loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account shall be considered fair market value. In no event is salvage value to be considered fair market value.

(G) The Grantee shall keep satisfactory records with regard to the use of the property and submit to the Commission upon request such information as is required in order to assure compliance with this paragraph and shall immediately notify the Commission in all cases in which project facilities/equipment are used in a manner substantially different from that described in the project description.

(H) The Grantee shall maintain in amount and form satisfactory to the Commission such insurance as will be adequate to protect project facilities/equipment throughout the period of required use.

(I) The Grantee shall also submit to the Commission at the beginning of each calendar year during such period, a certification that the project facilities/equipment are still being used in accordance with the terms of paragraph (3) of this Agreement and that no part of the local contribution to this cost of the project has been refunded or reduced, except as authorized above.

(4) PROJECT TIME PERIOD: The project period shall be from July 1, 2023 to December 31, 2026.

(5) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(6) LABOR PROTECTION:

(A) The Grantee agrees to accept and abide by the terms and conditions of 49 USC 5333(b), as amended, (hereinafter, "5333(b)"), absent a waiver by the United States Department of Labor.

(B) The Grantee agrees that it is the exclusive party responsible under the terms of the special 5333(b) warranty and that the State of Missouri, acting through the Commission, assumes no obligation under the terms of the special 5333(b) warranty.

(C) The Grantee shall be solely financially responsible for the application of the conditions of 5333(b).

(7) AUDITS, INSPECTION, AND RETENTION OF RECORDS: The

Commission and the USDOT, or any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as the Commission or the USDOT deems necessary at no charge to the Commission and/or its designees or representatives, all of the Grantee's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit under the guidelines of 2 CFR Part 200, examine and make excerpts or transcripts from such records and other matters covered by this Agreement. Such rights shall last for three years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this Agreement is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the Grantee retains ownership or possession of such property; or (c) the end of the project time period specified in paragraph (4). All documents, accounting records and other material pertaining to costs incurred in connection with the project shall be retained by the Grantee for three (3) years from the date of final payment to facilitate any audits or inspections.

(8) PROPERTY MANAGEMENT STANDARDS: The Grantee's services rendered and reimbursable expenses incurred shall be those allowable under 2 CFR Part 200.

(9) REPORTS: The Grantee shall advise the Commission regarding the progress of the projects at such times and in such a manner as the Commission may require, including, but not limited to, meetings and interim reports.

(10) INDEMNIFICATION: To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members, the Missouri Department of Transportation (hereinafter, "MoDOT" or "department"), and 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 Grantee's wrongful or negligent performance of its obligations under this Agreement.

(11) INSURANCE:

(A) The Grantee is required or will require any contractor procured by the Grantee 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 insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) 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.

(B) 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.

(12) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act (42 USC 12101, *et seq.*). In addition, if the Grantee is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another

who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

1. Withholding of payments under this Agreement until the Grantee complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (12) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Grantee becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(13) SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The Grantee shall comply with all the requirements imposed by the USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (and any subsequent amendments thereto) set forth in 49 CFR Subtitle A, Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other Federal Departments or agencies.

(14) DISADVANTAGED BUSINESS ENTERPRISE (DBE): The Grantee agrees to either prepare and submit for Commission approval a DBE plan as defined in 49 CFR Subtitle A, Part 26 or to be included in the Commission's DBE goals. Should the Grantee opt to be included in the Commission's DBE goals, the Grantee will submit semi-annual reports to the Commission documenting its compliance with the Commission's goals.

(15) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

(16) REIMBURSEMENT:

(A) Net Operating Cost: The Commission, using funds made available from the grant made to it by the USDOT, shall reimburse the Grantee for no more than fifty percent (50%) of the actual net operating cost described in subparagraph (1)(A) of this Agreement; provided, however, in no event shall the total amount reimbursed by the Commission for net operating cost exceed the maximum federal share of \$55,000.00.

(B) Non-Operating Cost: The Commission, using funds made available from the grant made to it by the USDOT, shall reimburse the Grantee for no more than eighty percent (80%) of the non-operating costs selected by the Commission described in subparagraph (1)(B) of this Agreement; provided, however, reimbursement of non-operating costs will be determined annually based upon available funding and in no event shall the total amount reimbursed by the Commission for non-operating cost exceed the maximum federal share of \$4,000.00.

(17) PAYMENT: Progress payments, based upon actual allowable operating and non-operating costs, for not less than one (1) month may be made upon receipt of an itemized invoice from the Grantee. The itemized invoice shall be reviewed by the Commission prior to payment.

(18) REIMBURSEMENT CONDITIONS: Reimbursement by the Commission is subject to the following conditions:

(A) Funds made available to the Commission and Grantee are subject to appropriations made by the General Assembly. The maximum Commission payment on any monthly or quarterly request and in the aggregate, when added to federal operating assistance funds available and applied to the same operating period, shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which Grantee would have qualified in federal funds had additional federal funds been available.

(B) Financial summaries submitted to the Commission must include a certification that costs have been incurred in the performance of this Agreement and a record of the actual costs.

(C) Reimbursement will be made by the Commission on an incremental basis. Reimbursement is subject to approval by the Commission. All requisition forms shall be in an appropriate format approved by the Commission.

(D) Requisitions requesting reimbursement for operating expenses and for non-operating expenses shall be in accordance with the approved project operating budget (Appendix B).

(E) The Grantee shall not be reimbursed for any expenses incurred prior to or after the project period. Post audit activities will be conducted by the Commission.

(19) 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 representative of the Grantee and the Commission.

(20) SUBCONTRACTS: None of the project activities described in Appendixes A or B shall be subcontracted without the prior written consent of the Commission. All subcontracts shall be subject to the terms and conditions of this Agreement. The Grantee, however, shall remain responsible for the proper completion of the project notwithstanding any subcontract.

(21) TERMINATION: This Agreement may be terminated upon any of the following conditions:

(A) If, for any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations contained herein, the Commission shall have the right to terminate this Agreement if such default or violation is not corrected within twenty (20) days after written notice is sent to the Grantee describing such default or violation.

(B) The Commission may terminate this Agreement without recourse in the event that, for any reason, federal funds and/or state funds are not appropriated, allotted, or available to the Commission for the purpose of meeting the Commission's obligation hereunder. The Commission will provide written notice of such termination to the Grantee at least five (5) days prior to the effective date of termination.

(C) Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.

(22) STATEMENT OF REVENUE AND EXPENDITURES: The Grantee agrees that a statement of revenue and expenditures, based on actual figures, will be submitted with each invoice in a format approved by the Commission upon completion of the project. The Grantee shall provide the Commission with a final invoice indicating the detailed costs, revenues and actual operating loss, when applicable, to the 5311 grants. Upon receipt of the final invoice, an audit will be performed by the Commission.

(23) SOURCE OF COMMISSION FUNDS: The obligation of the Commission for financial assistance in the project is contingent upon this Agreement being approved by the FTA and the USDOT, and upon federal funds being allocated to, and approved, for the project.

(24) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part of the Grantee, and the making of any such payment by the Commission while any such breach or default shall

exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(25) SECURITY: The Grantee agrees that upon purchase with funds provided under this Agreement of any equipment for which a title certificate may be obtained or is required under the laws of Missouri that the Grantee shall execute such documents as may be necessary to protect and secure a lien upon such equipment in favor of the Commission. Any and all fees required to be paid to secure and maintain said lien shall be paid by the Grantee.

(26) CONTRACTS FOR PROVIDERS OF TRANSIT SERVICE: The Commission reserves the right to review and concur in the Grantee's specifications and advertisements for transit and professional services contracts prior to submission to prospective bidders. The Commission will concur in award of bid by the Grantee prior to the execution of this Agreement between the Grantee and any bidder.

(27) COMMISSION REPRESENTATIVE: The Commission's chief 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.

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

(29) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(30) 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.

(31) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(32) STATE MANAGEMENT PLAN: The Grantee agrees to the terms and conditions of the Missouri Department of Transportation's State Management Plan incorporated herein by reference.

(33) CONFIDENTIALITY: The Grantee shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Grantee shall notify the Commission immediately of any request for such information.

(34) PRIVACY ACT:

(A) The Grantee agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. Among other things, the Grantee agrees to obtain the express consent of the USDOT before the Grantee or its employees operate a system of records on behalf of the USDOT. The Grantee understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Agreement.

(B) The Grantee also agrees to include these requirements in each of its contracts to administer any system of records on behalf of the USDOT financed in whole or in part with Federal assistance provided by FTA.

(35) STATE AND LOCAL LAW DISCLAIMER: The use of many of the suggested clauses are not governed by Federal law but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on State law, and that before the suggested clauses are used in the Grantee's procurement documents, the Grantee should consult with their local attorney.

(36) AUDIT REQUIREMENTS: If the Grantee expends one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Grantee expends less than one million dollars (\$1,000,000) a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(37) DRUG-FREE WORKPLACE: The Grantee agrees to maintain a drug-free workplace for all employees and to have an anti-drug policy and awareness program in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701 *et seq.*), as amended, and 49 CFR Part 32.

(38) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA): The Grantee shall comply with all reporting requirements of FFATA, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(39) FEDERAL CLAUSES: The Grantee and its subcontractors shall comply with the Federal Transit Administrations third party contracting clauses as specified in Appendix C of this agreement.

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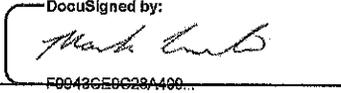
IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

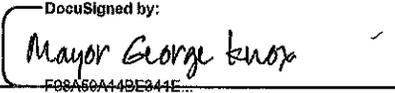
Executed by Grantee on 2025-02-13 | 6:12 AM PST (date).

Executed by MHTC on 2025-02-17 | 2:04 PM CST (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

CITY OF NEVADA

By: 
Title: Assistant Chief Engineer

By: 
Title: Mayor, City of Nevada

ATTEST:

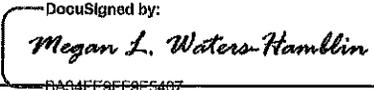
ATTEST:


Secretary to the Commission

By: _____
Title: _____

Approved as to Form:

Approved as to Form:


Commission Counsel

Counsel

Ordinance No. _____

Appendix A and B

Project Description: 5311 Formula Funds FY 2024 - Operating

FTA FAIN/Project No: MO-2024-023-00

FTA Award Date: 7/24/2024

Agency: CITY OF NEVADA

UEI#: CDHQLXX6LV21

Original

Federal Funds 50% : \$ 55,000.00

Federal Funds 80% : \$ 4,000.00

Total Fed Funds \$ 59,000.00

Local Share \$ 56,000.00

Total Project \$115,000.00

R&D: No

Indirect Cost: No

APPLICATION FOR SECTION 5311 ASSISTANCE

Date: September 18, 2023

Applicant's Name: City of Nevada

Mailing Address: 110 S Ash St

Street Address (if different from mailing address):

City: Nevada

State: MO

Zip+4: 64772

Contact Person: Mark Mitchell

Phone Number: 417-448-5509

Fax Number: 417-381-1938

E-Mail Address: mmitchell@nevadamo.gov

County: Vernon

U.S. Congressional District: 4

UEI (Unique Entity Identifier) #: CDHQLXX6LV21

Does applicant agency have a Title VI / Non-Discrimination Plan? yes no

If yes, Title VI/Nondiscrimination Plan approval date (mm/dd/yy): _____

Our governing body (board of director, city council, etc.) is made up predominantly of minority and/or low-income individuals. yes no

Potential riders/clients of our transportation service will be predominantly minority and/or low-income individuals. yes no

General description of Project:

Continue tax/ADA Van Public Transportation Program serving the area's disabled, elderly and general public transportation needs

(additional pages may be attached but no more than 2 pages for attachment to the agreement)

Proposed Capital Funding:

Federal Funds \$ _____
Local Match \$ _____
TOTAL BUDGET \$ _____

Proposed Operating Funding:

Federal Funds \$ 54,164
Local Match \$ 82,754
TOTAL BUDGET \$ 136,918



Authorizing Official

APPENDIX B

2023-2024 BUDGET

TOTAL EXPENSES

Administrative Costs to be reimbursed at 80%

503.03 Drug & Alcohol Testing	\$250	
506.01 Liability/Collision Ins Premiums	\$2,000	
509.08 Background checks	\$100	
Total 80% Expenses		<u>\$2,350</u>

501.00 Project Managers Salary	\$9,000
501.00 Bookkeeper/Cashiers	\$4,000
501.00 Driver Salaries	\$62,036
502.01 Manager - Fringe	\$3,500
502.01 Bookkeeper/Cashiers-Fringe	\$1,320
502.01 Driver - Fringe	\$38,287
505.02 Telephone	\$1,200
509.03 Office Supplies - Coupons	\$0
514.01 Public Hearing Notices	\$225
514.02 Marketing/Advertising	\$0
503.05 Maintenance Labor and parts	\$4,000
504.01 Fuel and Oil	\$10,000
507.04 Registration and Licensing	\$0
509.02 Travel	\$1,000

Total 50% Expenses \$134,568

Total Expenses \$136,918

Less Expense to be reimbursed at 80% \$2,350

Total Expense to be reimbursed at up to 50% \$134,568

CALCULATION OF FUNDING REQUEST

	Expense	Funding Request
Expenses to be reimbursed at 80%	\$2,350	\$1,880
Expenses to be reimbursed at 50%	\$134,568	
Less Ineligible Expense (Charter, MEHTAP, JARC, etc)	-	
Less Fares	<u>\$30,000</u>	
Net Eligible Expense	<u>\$104,568</u>	
		CITY FEDERAL
Revenues/Local Match Available	\$52,284	\$52,284
Match for 80% Expenses	\$470	\$1,880
Net Revenues/Local Match General Fund	\$52,754	
Section 5311 Funding Request		\$54,164
Revenue/Local Match	\$52,284	
General Funds		

2024-2025 BUDGET

TOTAL EXPENSES

Administrative Costs to be reimbursed at 80%

503.03 Drug & Alcohol Testing	\$250
506.01 Liability/Collision Ins Premiums	\$2,000
509.08 Background checks	\$100
Total 80% Expenses	<u>\$2,350</u>

501.00 Project Managers Salary	\$9,000
501.00 Bookkeeper/Cashiers	\$4,000
501.00 Driver Salaries	\$65,138
502.01 Manager - Fringe	\$3,500
502.01 Bookkeeper/Cashiers-Fringe	\$1,320
502.01 Driver - Fringe	\$40,201
505.02 Telephone	\$1,200
509.03 Office Supplies - Coupons	\$0
514.01 Public Hearing Notices	\$225
514.02 Marketing/Advertising	\$0
503.05 Maintenance Labor and parts	\$4,000
504.01 Fuel and Oil	\$11,000
507.04 Registration and Licensing	\$0
509.02 Travel	\$1,000

Total 50% Expenses \$140,584

Total Expenses \$142,934

Less Expense to be reimbursed at 80% \$2,350

Total Expense to be reimbursed at up to 50% \$140,584

CALCULATION OF FUNDING REQUEST

	Expense	Funding Request
Expenses to be reimbursed at 80%	\$2,350	\$1,880
Expenses to be reimbursed at 50%	\$140,584	
Less Ineligible Expense (Charter, MEHTAP, JARC, etc)	-	
Less Fares	<u>\$30,000</u>	
Net Eligible Expense	\$110,584	
		CITY FEDERAL
Revenues/Local Match Available	\$55,292	\$55,292
Match for 80% Expenses	\$470	\$1,880
Net Revenues/Local Match General Fund	\$55,762	
Section 5311 Funding Request		\$57,172
Revenue/Local Match	\$55,292	
General Funds		

APPENDIX C

INCORPORATION OF FTA TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in the FTA Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of MoDOT's requests which would cause MoDOT to be in violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

MoDOT and subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to MoDOT, subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the contractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project.

Upon execution of the underlying contract, the subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 to the extent the Federal Government deems appropriate.

The subrecipient acknowledges that 49 U.S.C. § 5323(i)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the subrecipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL

If a current or prospective legal matter that may affect the Federal Government emerges, the subrecipient must promptly notify MoDOT.

The subrecipient must also promptly notify MoDOT, if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from MoDOT. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

This responsibility occurs whether the Project is subject to this Agreement or another agreement funded by the federal government, or an agreement involving a principal, officer, employee, agent, or subcontractor of the Contractor.

Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the subrecipient. In this paragraph, "promptly" means to refer information without delay and without change.

The subrecipient must include an equivalent provision in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

Record Retention. The subrecipient will retain and will require its contractors at all tiers to retain, complete and readily accessible records related in whole or in part to this contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The subrecipient agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. Subrecipient shall maintain all books, records, accounts, and reports required under this contract for a period of not less than 3 years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto. The expiration or termination of this contract does not alter the record retention or access requirements of this Section.

Access to Records. The subrecipient agrees to provide sufficient access to FTA, MoDOT, and its contractors to inspect and audit records and information related to performance of

this contract as reasonably may be required.

Access to the Sites of Performance. Subrecipient agrees to permit FTA, MoDOT, and its contractors access to the sites of performance under this contract as reasonably may be required.

Closeout. The expiration or termination of this contract does not alter the record retention or access requirements of this federal clause.

FEDERAL CHANGES

Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS

Under this Contract, the subrecipient shall at all times comply with the following requirements and shall include these requirements in each contract entered into as part hereof.

1. *Nondiscrimination in Federal Public Transportation Programs.* 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
2. *Prohibit discrimination against employment.* Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
3. *Nondiscrimination on the Basis of Sex.* Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," and 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
4. *Nondiscrimination on the Basis of Age.* The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age

40 and over on the basis of age.

5. *Federal Protections for Individuals with Disabilities.* The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this contract:

Nondiscrimination. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e et seq., and federal transit laws at 49 U.S.C. § 5332, the subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation and gender identity. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, the subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the subrecipient agrees to comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal

Employment Provisions of the Americans with Disabilities Act, "29 C.F.R. part 1630, and any implementing requirements FTA may issue. The subrecipient will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations.

The subrecipient agrees to include the requirements of this article in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

ENERGY CONSERVATION REQUIREMENTS

The subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO

Prohibition on certain telecommunications and video surveillance services or equipment.

(a) MoDOT and its subrecipients are prohibited from expending FTA funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities):
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment.
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

DISADVANTAGED BUSINESS ENTERPRISE (DBE), PROMPT PAYMENT,

RETURN OF RETAINAGE PAYMENTS

The subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MoDOT deems appropriate, which may include, but is not limited to: Withholding monthly progress payments, assessing sanctions, liquidated damages; and/or disqualifying the subrecipient from future funding opportunities. Each third party contract the subrecipient signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Prompt Payment. The subrecipient agrees to ensure that each prime contractor agrees to pay each subcontractor under its contract for satisfactory performance of its subcontract no later than fifteen (15) days from the receipt of each payment the Contractor receives.

Return Retainage Payments. The subrecipient agrees further to ensure that the prime contractor returns retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval. This clause applies to both DBE and non-DBE subcontracts. The subrecipient must ensure that the prime contractor promptly notifies it, whenever a DBE subcontractor performing work related to the prime contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The subrecipient must ensure that a prime contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the subrecipient.

Finally, for contracts with defined DBE contract goals, the subrecipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the prime contractor obtains the subrecipient's written consent; and that, unless the subrecipient's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of MoDOT and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

SEAT BELT USE AND DISTRACTED DRIVING

The subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by adopting and promoting on-the-job seat belt use policies and programs for its employees

and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

The subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Project, or when performing any work for or on behalf of the Project.

The subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The subrecipient agrees to include the preceding in its contracts at each tier, and encourage its contractors to comply with these provisions.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project,
2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized, and
3. The amount of federal assistance FTA has provided for a State Program or Project.

The State will provide the information required under this provision in the following documents:

1. Applications for federal assistance,
2. Requests for proposals, or solicitations,
3. Forms,
4. Notifications,
5. Press Releases, and
6. Other publications.

PRIVACY ACT AND FREEDOM OF INFORMATION ACT

The subrecipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.

Records. The subrecipient agrees that all applications and materials it submits to MoDOT that are related to its Award have or will become federal agency records, and are or will be subject to FOIA and to public release through individual FOIA requests, unless FTA determines that a valid exemption under FOIA or another statute applies. The subrecipient understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The subrecipient also agrees to include these requirements in each contract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

TERMINATION

Termination for Convenience: MoDOT may terminate this contract, in whole or in part, at any time by written notice to the subrecipient when it is in its best interest. The subrecipient shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The subrecipient shall promptly submit its termination claim to MoDOT to be paid. If the subrecipient has any property in its possession belonging to MoDOT, the subrecipient will account for the same, and dispose of it in the manner MoDOT directs.

Termination for Default: MoDOT may, by written notice of default to the subrecipient, terminate the whole or any part of this contract if the subrecipient fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof, or if the subrecipient fails to perform any provision of the contract, in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as MoDOT may authorize in writing) after receipt of notice from MoDOT specifying such failure. If the contract is terminated in whole or in part for default, MoDOT may procure, upon such terms and in such manner as MoDOT may deem appropriate, supplies or services similar to those so terminated. The subrecipient shall be liable to MoDOT for any excess costs for such similar supplies or services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

1. Upon termination of the contract, MoDOT shall pay only such costs that result from obligations which were properly incurred by the subrecipient or their contractor before the effective date of termination; and
2. Such costs as would be allowable if the contract were not terminated or expired normally at the end of the contract. Except with respect to defaults of contractors, the subrecipient shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the subrecipient. If the failure to perform is caused by the default of a contractor,

and if such default arises out of causes beyond the control of both the subrecipient and contractor, and without the fault or negligence of either of them, the subrecipient shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the subrecipient to meet the required delivery schedule. Payment for completed supplies delivered to and accepted by MoDOT shall be at the contract price. MoDOT may withhold cash payments from amounts otherwise due the subrecipient to pay for goods and services deemed by MoDOT to be necessary to protect MoDOT against loss due to default by subrecipient or because of any lien or claim of lien.

MoDOT shall be entitled to take other remedies that may be legally available. If, after notice of termination of subrecipient's work pursuant to this contract, it is determined for any reason that the subrecipient was not in default, or that its default was excusable, or that MoDOT is not entitled to the remedies against subrecipient provided herein, then the subrecipient's remedies against MoDOT shall be the same as and limited to those afforded to the subrecipient set out in the section entitled "Disputes". In the event MoDOT elects to waive its remedies for any breach by the subrecipient of any covenant, term or condition of this contract, such waiver shall not preclude MoDOT from pursuing all available remedies for any succeeding breach of that or any other term, covenant, or condition of this contract.

Opportunity to Cure: MoDOT in its sole discretion may, in the case of a termination for breach or default, allow the subrecipient 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the subrecipient fails to remedy to MoDOT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the subrecipient of written notice from MoDOT setting forth the nature of said breach or default, MoDOT shall have the right to terminate the Contract without any further obligation to subrecipient. Any such termination for default shall not in any way operate to preclude MoDOT from also pursuing all available remedies against the subrecipient and its sureties for said breach or default. If it is later determined by MoDOT that the subrecipient had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the subrecipient, MoDOT, after setting up a new delivery of performance schedule, may allow the subrecipient to continue work, or treat the termination as a termination for convenience.

TRAFFICKING IN PERSONS

As required with Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g) and OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per US OMB's direction.

The subrecipient agrees that it and its employees that participate in this award, may not:

Engage in severe forms of trafficking in persons during the period of time that MoDOT's Award is in effect, Procure a commercial sex act during the period of time that MoDOT's

Award is in effect, or use forced labor in the performance of MoDOT's award or any subagreements thereunder.

The subrecipient must notify MoDOT and FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in Section 4(f)(4) of the FTA Master Agreement.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. As required with Section 4 (g) of the FTA Master Agreement, the subrecipient by signing and submitting this agreement certifies as follows: Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. Was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.
3. If a prospective Third-Party Participant cannot so certify, the subrecipient agrees to refer the matter to MoDOT and not to enter into any Third-Party Agreement with the Third Party Participant without MoDOT's written approval.

The subrecipient will also include this flow-down requirement to all contractors at all lower tiers.

ENVIRONMENTAL JUSTICE

In accordance with FTA Master Agreement, the subrecipient agrees to promote environmental justice by following:

1. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;
2. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and
3. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to

each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the subrecipient verifies that its principals, affiliates, and contractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Excluded or disqualified from participating in a covered transaction;
2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;
3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in § 180.800(a); or
4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

For each third party contract expected to equal or exceed \$25,000, the subrecipient agrees to verify that the bidder is not excluded or disqualified by:

- Checking System for Award Management (SAM) Exclusions (at SAM.gov); or
- Collecting a certification; or
- Adding a clause or condition to the covered transaction

LOBBYING

Subrecipients who apply for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." The subrecipient and each of its contractors certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. A Certificate of Compliance will be required as part of the contract, if applicable. The subrecipient, its contractors, and each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to MoDOT.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. The subrecipient agrees to report each violation to MoDOT and understands and agrees that MoDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The subrecipient also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with

Federal assistance provided by FTA.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by MoDOT's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the subrecipient mails or otherwise furnishes a written appeal to MoDOT's authorized representative. In connection with such appeal, the subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of MoDOT's authorized representative shall be binding upon the subrecipient and subrecipient shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute. Unless otherwise directed by MoDOT, subrecipient shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between MoDOT and the subrecipient arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MoDOT or the subrecipient shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CONTRACT WORK HOURS AND SAFETY STANDARDS

This requirement applies to all FTA grant and cooperative agreement programs where applicable (see 40 U.S.C. § 3701), all contracts awarded by the subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.(See 2 C.F.R. Part 200, Appendix II). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act: Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No subrecipient or contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the subrecipient and any contractor responsible therefor shall be liable for the unpaid wages. In addition, such subrecipient and contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* MoDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the subrecipient or its contractor under any such contract or any other Federal contract of the subrecipient or with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the subrecipient or the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of the subrecipient or its contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The subrecipient or its contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

NON CONSTRUCTION EMPLOYEE PROTECTION

The subrecipient will comply, with the following Federal laws and regulations providing Wage and Hour protections for non-construction employees according to FTA Master Agreement, Section 24(b):

Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. 3701 *et seq.*, and

U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

ADA ACCESS NONDISCRIMINATION ON THE BASIS OF DISABILITY

The subrecipient agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The subrecipient also agrees to comply with all applicable provisions of §504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the subrecipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise, in writing, as follows:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
4. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
6. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public

Accommodations and in Commercial Facilities," 28 CFR Part 36;

7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;
9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
11. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
12. Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

The subrecipient agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. *U.S. DOL Certification.* Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. *Special Warranty.* When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
 - a. *Special Arrangements.* The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

CHARTER SERVICE

The subrecipient agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that MoDOT and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least

one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any contractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

SCHOOL BUS

The subrecipient agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If subrecipient violates this School Bus requirements, FTA may:

1. Bar the subrecipient from receiving Federal assistance for public transportation; or
2. Require the subrecipient to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the subrecipient may not use federally funded equipment, vehicles, or facilities. The subrecipient should include the substance of this clause in each contract or purchase under this contract that may operate public transportation services.

DRUG AND ALCOHOL TESTING PROGRAM

The subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The subrecipient agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to MoDOT.

CERTIFICATION

I, Cynthia Dye, the undersigned City Clerk of the City of Nevada, Missouri, hereby certify that the attached copy of **Ordinance No. 8670** adopted by the City Council of the City of Nevada on October 15, 2024, is a true and correct copy, as the same appears of record in my office and that the same has not been amended or repealed.



City of Nevada
State of Missouri


Cynthia Dye, City Clerk

Signed and sealed this 16th day of October 2024.

BILL NO. 2024-047

ORDINANCE NO. 8670

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, APPROVING THE PUBLIC TRANSIT OPERATING ASSISTANCE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:

Section 1. The agreement with the Missouri Highways and Transportation Commission is hereby approved for federal financial assistance under section 5311 of Chapter 52, Title 49 United States Code.

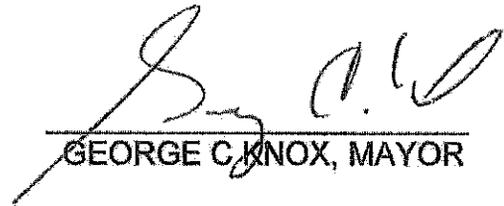
Section 2. The Mayor and the City Manager are hereby authorized to execute any and all documents related to said agreement between the City of Nevada and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

Section 2. All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after the date of passage and approval.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri on this 15th day of October, 2024.





GEORGE C. KNOX, MAYOR



CYNTHIA DYE, CITY CLERK

Certificate Of Completion

Envelope Id: 01AE144D-2BC3-4125-9A20-843D4297DA41

Subject: Complete with DocuSign: 2024-08-84928.pdf

Source Envelope:

Document Pages: 35

Certificate Pages: 6

AutoNav: Enabled

Envelope Stamping: Enabled

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Status: Completed

Envelope Originator:

Breeze McCracken

1860 Michael Faraday Drive

Suite 100

Reston, VA 20190

breeze.mccracken@modot.mo.gov

IP Address: 168.166.80.221

Record Tracking

Status: Original

10/30/2024 7:36:12 AM

Holder: Breeze McCracken

breeze.mccracken@modot.mo.gov

Location: DocuSign

Signer Events

Mayor George Knox

gknox@nevadamo.gov

Mayor, City of Nevada

Security Level: Email, Account Authentication (Optional), Access Code

Electronic Record and Signature Disclosure:

Accepted: 2/13/2025 8:12:40 AM

ID: 3cff8925-bfea-4795-bdea-154df20d9e0b

Megan L. Waters-Hamblin

Megan.Waters-Hamblin@modot.mo.gov

Senior Associate Counsel

Missouri Department of Transportation

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

MARK CROARKIN

MARK.CROARKIN@modot.mo.gov

Assistant Chief Engineer

Missouri Department of Transportation

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jennifer Jorgensen

jennifer.jorgensen@modot.mo.gov

Secretary to the Commission

MoDOT

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Accepted: 6/7/2023 9:45:35 AM

ID: 43e1faf8-03d4-4d0e-95b0-9dcba940a033

Signature

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Mayor George Knox
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Using IP Address: 104.28.103.51

Signed using mobile

DocuSigned by:
Megan L. Waters-Hamblin
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Signature Adoption: Pre-selected Style

Using IP Address: 168.166.80.221

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Mark Croarkin
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Signature Adoption: Uploaded Signature Image

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Jennifer Jorgensen
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Signature Adoption: Uploaded Signature Image

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In Person Signer Events **Signature** **Timestamp**

Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

Certified Delivery Events **Status** **Timestamp**

Breeze McCracken
breeze.mccracken@modot.mo.gov
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)
VIEWED
Using IP Address: 168.166.80.221
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Viewed: 12/23/2024 1:13:03 PM

Electronic Record and Signature Disclosure:
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Carbon Copy Events **Status** **Timestamp**

Dana L. Kaiser
Dana.Kaiser@modot.mo.gov
Senior Executive Assistant
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)
COPIED
Sent: 2/14/2025 12:43:28 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tara Herx
tara.herx@modot.mo.gov
Senior Executive Assistant
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)
COPIED
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lisa Gerling
lisa.gerling@modot.mo.gov
Executive Assistant
Security Level: Email, Account Authentication (Optional)
COPIED
Sent: 2/17/2025 11:26:18 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Bryan J. Heckman
Bryan.Heckman@modot.mo.gov
Sr Multimodal Operations Specialist
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)
COPIED
Sent: 2/17/2025 2:04:21 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Christy L. Evers
Christy.Evers@modot.mo.gov
Missouri Department of Transportation
Security Level: Email, Account Authentication (Optional)
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Electronic Record and Signature Disclosure:
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**Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. 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) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.