

BILL NO. 2020-014

ORDINANCE NO. 8317

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI APPROVING THE APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE UNDER SECTION 5311 OF CHAPTER 53, TITLE 49 UNITED STATES CODE.

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

**Section 1.** The application for federal financial assistance on behalf of the City of Nevada is hereby approved to submit to the Missouri Highways and Transportation Commission.

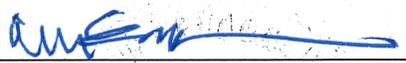
**Section 2.** The Mayor and the City Manager are hereby authorized to execute any and all documents resulting from such application for any grants between the City of Nevada and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised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

**Section 3.** All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

**Section 4.** 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 18th day of February, 2020.

**APPROVED AS TO FORM**



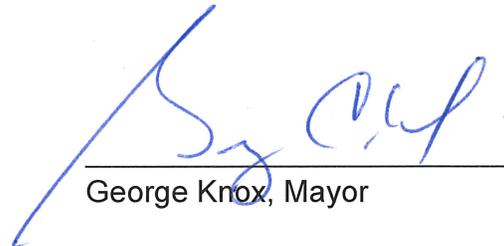
Wm. G. McCaffree, City Attorney

(seal)

ATTEST:



Johnna Williams, Deputy City Clerk



George Knox, Mayor

**AGENDA ITEM**  
February 4, 2020

Subject: Section 5311 Public Transportation Operating Assistance Grant

Source: Finance

This Ordinance will authorize the application for financial assistance to partially fund the City's public transportation program through the Missouri Department of Transportation for the period of July 1, 2020 to June 30, 2021.

	<u>Federal Portion</u>	<u>Local Portion</u>	<u>Rider Portion</u>	<u>Total Cost</u>
Operations	\$23,096	\$21,776	\$31,000	\$75,872
Capital Project	\$29,587	\$7,397	-	\$36,984
Total	\$52,683	\$29,173	\$31,000	\$112,856

CARES ACT FUNDING SECTION 5311 BUDGET		
		TOTAL
501.00	Driver Salaries	22,408
501.00	Project Managers Salary	8,100
501.00	Bookkeeper/cashiers salary	3,544
502.01	Driver Fringe	4,306
502.01	Project Manager -Fringe	1,040
502.01	Bookkeeper/Cashiers Fringe	162
503.01	Liability/Collision Ins Premiums	920
503.03	Drug & Alcohol Testing	150
503.05	Maintenance (Labor and parts)	360
504.01	Fuel and Oil	2,830
505.02	Telephone	696
514.01	Public Hearing Notices	255
	TOTAL OPERATIONS	44,771
	CAPITAL FUNDING	
	Replacement vehicle	33,000
	GRAND TOTAL	77,771

CCO Form: MO94  
Approved: 04/20 (MWH)  
Revised:  
Modified:

Project No. MO-2020-010-00

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

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
RURAL AREA PUBLIC TRANSPORTATION  
FINANCIAL 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 (hereinafter, "USC") 5311 (hereinafter, "5311"), to defray a portion of the costs of a general public transportation project carried out by the Grantee; and pursuant to the Coronavirus Aid Relief, and Economic Security Act under PL 116-136 March 27, 2020 (hereinafter, "CARES Act") for "Transit Infrastructure Grants" to prevent, prepare for, and respond to coronavirus; and

WHEREAS, pursuant to Truly Agreed to and Finally Passed House Bill 4 of the 96th General Assembly, 1<sup>st</sup> Regular Session, the CARES Act and any 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 Truly Agreed to and Finally Passed House Bill 4, 96th General Assembly, 1<sup>st</sup> Regular Session, the CARES Act, and any 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, which is 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, which is attached hereto and incorporated herein by this reference).

(B) Capital Assistance and 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 CARES Act funds in the amount of one hundred percent (100%) of capital and non-operating costs and net operating cost in a manner consistent with the administrative rules of the United States Department of Transportation (hereinafter, "USDOT") as contained in the Federal Transit Administration (hereinafter, "FTA") Circular C 9040.1G dated October 24, 2014, and any other regulations pursuant to the Federal Transit Act, as amended and the CARES Act of 2020. Reimbursement of capital and non-operating costs will be determined based upon available funding.

(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).

(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 (hereinafter "CFR") Part 200, as now or hereafter amended in order to protect the interest of the USDOT.

(C) Exceptions to the requirements of paragraph (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 section 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: The project time is January 20, 2020 to April 1, 2024.

(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 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) INSURANCE: The Grantee shall maintain in amount and form satisfactory to the Commission such insurance as will be adequate to protect it in case of accident. If permitted by law, the Grantee may maintain a self-insurance program in lieu of purchasing insurance coverage. The Grantee shall verify compliance with this section by submitting a copy of its certificate of insurance, or if self-insured, a copy of its self-insurance plan.

(11) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members 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.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement 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 the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 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.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(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 or 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: The Grantee agrees to either prepare and submit for Commission approval a Disadvantaged Business Enterprise plan as defined in 49 CFR Subtitle A, Part 26 or to be included in the Commission's Disadvantaged Business Enterprise goals. Should the Grantee opt to be included in the Commission's Disadvantaged Business Enterprise 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) CHARTER AND SCHOOL BUS PROVISIONS:

(A) Charter Service Operations: The Grantee shall comply with 49 USC 5323(d) and 49 CFR Subtitle B, Part 604, which provide that recipients 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 under one of the exceptions of 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

(B) School Bus Operations: The Grantee shall comply with 49 USC 5323(f) and 49 C.F.R. Subtitle B, Part 605, which provides that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators, unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, the Grantee may not use federally funded equipment, vehicle, or facilities.

(17) REIMBURSEMENT: The Commission, using funds made available from the grant made to it by the USDOT, shall reimburse the Grantee for 100% of the actual net operating cost described in paragraph (1) 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 \$77,771.00.

(18) 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.

(19) 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.

(20) 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.

(21) 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.

(22) 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.

(23) 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 grant. Upon receipt of the final invoice, an audit will be performed by the Commission.

(24) 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.

(25) 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.

(26) 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.

(27) 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.

(28) BUY AMERICA: The Grantee agrees to abide by the provisions of the Buy America requirements of 49 CFR Subtitle B, Part 661.

(29) 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.

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

(31) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(32) 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.

(33) 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.

(34) 5311 STATE MANAGEMENT PLAN: The Grantee agrees to the terms and conditions of the Missouri Department of Transportation's 5311 State Management Plan incorporated herein by reference.

(35) 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.

(36) DRUG AND ALCOHOL TESTING: The Grantee agrees to: (1) establish a drug and alcohol testing program under 40 USC 5331; and (2) annually certify that Grantee is in compliance with 49 CFR Subtitle A, Part 40 and 49 CFR Subtitle B, Part 655 mandating drug and alcohol testing. Compliance with these regulations is a condition of receipt of FTA funds. In the event the Commission agrees to subsidize the cost of such testing, the Commission does not agree to accept liability for damages or injury caused to Grantee, Grantee's agent or third parties. Grantee agrees to indemnify and hold the Commission harmless for damages and injuries resulting from actions of the Grantee and Grantee's agents.

(37) RESTRICTION ON LOBBYING: The Grantee agrees to abide with the requirements of 31 USC 1352.

(38) ENERGY CONSERVATION: The Grantee 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 (42 USC 6321 *et seq.*).

(39) FEDERAL CHANGES: The Grantee 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 most recently issued FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(40) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq.* The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee also agrees to include these requirements in each contract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

(41) NO OBLIGATION BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying

contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from the Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(42) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Grantee agrees that it will ensure that the contractor will agree to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

(43) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq.* and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Subtitle A, Part 31, apply to its actions pertaining to this Project. The Grantee shall ensure that the contractor will certify or affirm 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 of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC 5311, the Government reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the contractor or subcontractor who will be subject to the provisions.

(44) PRIVACY ACT:

(1) 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.

(2) 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.

(45) 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.

(46) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 Grantee shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the Grantee to be in violation of the FTA terms and conditions in FTA Circular 4220.1F.

(47) AUDIT REQUIREMENTS: If the Grantee expends seven hundred fifty thousand dollars (\$750,000) 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 seven hundred fifty thousand dollars (\$750,000) 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.

(48) GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT): The Grantee agrees to comply with the requirements of the *Certification of Primary and Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion* as submitted with the grant application.

(49) COMPLIANCE WITH SECTION VII OF FEDERAL TRANSIT ADMINISTRATION NATIONAL INTELLIGENT TRANSPORTATION SYSTEM

ARCHITECTURE POLICY ON TRANSIT PROJECTS: In compliance with Section VII of "FTA National Intelligent Transportation System Architecture Policy on Transit Projects" at 66 FR 1459, January 8, 2001, in the course of implementing an Intelligent Transportation System project, the Grantee assures it will comply, and require any third party contractor to comply, with all applicable requirements imposed by Section V and Section VI of that notice.

(50) 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.

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

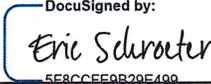
*[Remainder of Page Intentionally Left Blank]*

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

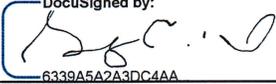
Executed by Grantee on 2020-06-01 | 6:52 PM CDT (DATE).

Executed by the Commission on 2020-06-04 | 1:11 PM CDT (DATE).

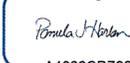
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By  Eric Schroeter  
5F8CCFE9B29E49B...  
Assistant Chief Engineer  
Title \_\_\_\_\_

CITY OF NEVADA

By   
6339A5A2A3DC4AA...  
Mayor  
Title \_\_\_\_\_

Attest:

By  Pamela H. Nelson  
A4666CD7996749B...  
Secretary to the Commission

Attest:

By  Mark Mitchell  
7EE3A3ED685A48D...  
City Manager  
Title \_\_\_\_\_

Approved as to Form:

 Megan L. Waters-Hamlin  
BA34EE9EE9E5407...  
Commission Counsel

Approved as to Form:

\_\_\_\_\_  
Counsel

Ordinance No. \_\_\_\_\_  
(if applicable)

**APPLICATION FOR SECTION 5311 ASSISTANCE  
PROJECT START DATE: JANUARY 20, 2020**

Date: May 5, 2020

Applicant's Name: CITY OF NEVADA

Mailing Address: 110 S ASH ST

Street Address (if different from mailing address): \_\_\_\_\_

City, State, Zip NEVADA, MO 64772

Contact Person: LINDA BREEDEN

PhoneNumber: 417-448-5511

Fax Number: 417-381-1938

E-Mail Address: lbreeden@nevadamo.gov

County: Vernon

U.S. Congressional District: 4

Missouri Senate District: 28

Missouri Representative District: 126

**General description of Project:**

Funding to be used for additional public transportation expenses incurred during the Coronavirus Pandemic.

(additional pages may be attached but please submit a summary of no more than 2 pages for attachment to the agreement)

**Proposed Capital Funding:**

Federal Funds	\$ <u>33,000</u>
Local Match	\$ _____
TOTAL BUDGET	\$ _____

**Proposed Operating Funding:**

Federal Funds	\$ <u>44,771</u>
Local Match	\$ _____
Fares	\$ _____
TOTAL BUDGET	\$ <u>44,771</u>

  
\_\_\_\_\_  
Authorized Official

## Certificate Of Completion

Envelope Id: 6C9B9E2173E94F4B8129A828394C1D77

Status: Completed

Subject: Please DocuSign: 2020-05-57725.pdf

Source Envelope:

Document Pages: 18

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Bryan J. Heckman

AutoNav: Enabled

1860 Michael Faraday Drive  
Suite 100

Envelope Stamping: Enabled

Reston, VA 20190

Time Zone: (UTC-06:00) Central Time (US & Canada)

Bryan.Heckman@modot.mo.gov

IP Address: 168.166.80.221

## Record Tracking

Status: Original

Holder: Bryan J. Heckman

Location: DocuSign

6/1/2020 11:57:11 AM

Bryan.Heckman@modot.mo.gov

## Signer Events

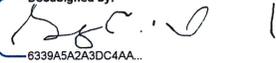
George Knox

gknox@nevadamo.gov

Mayor

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

## Signature

DocuSigned by:  
  
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## Timestamp

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Signature Adoption: Drawn on Device

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Signed using mobile

### Electronic Record and Signature Disclosure:

Accepted: 6/1/2020 6:49:57 PM

ID: f4b504eb-88f4-4c00-9c11-6faa290e693d

Mark Mitchell

mmitchell@nevadamo.gov

City Manager

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

DocuSigned by:  
  
7EE3A3ED685A48D...

Sent: 6/1/2020 6:52:27 PM

Viewed: 6/2/2020 9:23:19 AM

Signed: 6/2/2020 9:23:48 AM

Signature Adoption: Pre-selected Style

Using IP Address: 69.55.136.74

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Accepted: 6/2/2020 9:23:19 AM

ID: c520c3d9-8a42-4dbe-b16f-6d6d1c0d2c56

Megan L. Waters-Hamblin

Megan.Waters-Hamblin@modot.mo.gov

Senior Administrative Counsel

Missouri Department of Transportation

Security Level: Email, Account Authentication  
(Optional)

DocuSigned by:  
  
BA34EE9EF9E5407...

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Viewed: 6/3/2020 9:41:22 AM

Signed: 6/3/2020 9:53:03 AM

Signature Adoption: Pre-selected Style

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### Electronic Record and Signature Disclosure:

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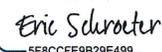
Eric Schroeter

eric.schroeter@modot.mo.gov

Assistant Chief Engineer

Missouri Department of Transportation

Security Level: Email, Account Authentication  
(Optional)

DocuSigned by:  
  
5F8CCFE9B29E499...

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Viewed: 6/4/2020 10:12:29 AM

Signed: 6/4/2020 10:12:36 AM

Signature Adoption: Pre-selected Style

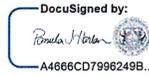
Using IP Address: 168.166.80.221

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

**Signer Events**

Pamela J. Harlan - MHTC  
 Pamela.Harlan@modot.mo.gov  
 Secretary to the Commission  
 Missouri Department of Transportation  
 Security Level: Email, Account Authentication  
 (Optional)

**Signature**

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 168.166.80.221

**Timestamp**

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

Kristie Modlin  
 kmodlin@nevadamo.gov  
 Security Level: Email, Account Authentication  
 (Optional)

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Sent: 6/1/2020 12:31:26 PM  
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Linda Breeden  
 lbreeden@nevadamo.gov  
 Security Level: Email, Account Authentication  
 (Optional)

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 Viewed: 6/1/2020 5:22:06 PM

**Electronic Record and Signature Disclosure:**  
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 ID: 3beec578-e65a-4c54-ac6e-693b5bd57a74

Dana Kaiser  
 Dana.Kaiser@modot.mo.gov  
 Senior Executive Assistant  
 Missouri Department of Transportation  
 Security Level: Email, Account Authentication  
 (Optional)

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**Electronic Record and Signature Disclosure:**  
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Sharon Monroe  
 Sharon.Monroe@modot.mo.gov  
 Executive Secretary  
 Security Level: Email, Account Authentication  
 (Optional)

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**Electronic Record and Signature Disclosure:**  
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Jennifer Jorgensen  
 Jennifer.Jorgensen@modot.mo.gov  
 Asst Secretary to the Commission  
 MoDOT  
 Security Level: Email, Account Authentication  
 (Optional)

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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Not Offered via DocuSign		
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	6/4/2020 1:11:36 PM
Certified Delivered	Security Checked	6/4/2020 1:11:36 PM
Signing Complete	Security Checked	6/4/2020 1:11:36 PM
Completed	Security Checked	6/4/2020 1:11:36 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

**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](mailto: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.