

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	<u>\$29,587</u>	<u>\$7,397</u>	<u>-</u>	<u>\$36,984</u>
Total	\$52,683	\$29,173	\$31,000	\$112,856

BILL NO. 2020-014

ORDINANCE NO.

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 All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.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 _____ day of _____, 2020.

APPROVED AS TO FORM

Wm. G. McCaffree, City Attorney

(seal)
ATTEST:

George Knox, Mayor

Johnna Williams, Deputy City Clerk

APPLICATION FOR ASSISTANCE
UNDER SECTION 5311 OF CHAPTER 53,
TITLE 49, UNITED STATES CODE
(CFDA #20.509)

Missouri Department Of Transportation
P.O. Box 270
Jefferson City, Missouri 65102

December 9, 2019

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INTRODUCTION

Section 5311 of Title 49, United States Code herein referred to as 5311, provides operating assistance to public transportation systems in nonurbanized areas. A nonurbanized area is an area outside a city of 50,000 plus inhabitants and its densely settled fringe areas.

Eligible applicants of Section 5311 assistance must be either public bodies or private nonprofit corporations. Private for profit providers of service are eligible through purchase of service agreements with a local public body for the provision of public transportation services.

Section 5311 of Title 49, United States Code provides capital assistance to those systems providing general public services. Capital projects are funded at the ratio of 80 percent federal funds with 20 percent local match required.

This document contains the forms, certifications, and assurances necessary to apply for capital and operating assistance. The State Management Plan and Operator's Manual should also be reviewed for additional information. A copy of this document is available at the address shown below. The State Management Plan can be viewed on MoDOT's web site at the following address:

https://www.modot.org/sites/default/files/documents/State_Management_Plan_%20December2016_0.pdf

MoDOT does not discriminate on the basis of race, color, creed, national origin, sex or age, and prohibits discrimination in employment or provision of services.

If you have any questions concerning this program, please contact the:

**Missouri Department of Transportation
ATTN: Transit
P. O. Box 270
Jefferson City, Missouri 65102
(573) 751-7481**

MoDOT's Commitment to Civil Rights

Title VI of the Civil Rights Act of 1964 is a Federal law that protects individuals and groups from discrimination on the basis of their race, color, and national origin in programs and activities that receive Federal financial assistance. Reference to Title VI includes other civil right provisions of Federal statutes and related authorities to the extent they prohibit discrimination in programs and activities receiving Federal financial assistance.

Title VI compliance is defined as when the recipient has effectively implemented all of the Title VI requirements or can demonstrate that every good faith effort has been made toward achieving this end. MoDOT and all Section 5311 program recipients must meet these requirements.

All programs conducted by MoDOT and the Section 5311 program recipients must meet the requirements. Education, training, work opportunities, benefits, and provision of services are examples of programs that must meet the Title VI requirements, whether provided directly by the recipient or its agents, contractors, or other vendors.

Discrimination is defined as: an act (action or inaction) whether intentional or unintentional, through which a person or group, solely because of race, color, national origin, disability, sex, age or income status, has been otherwise subjected to unequal treatment or impact, under any program or activity receiving Federal financial assistance.

A complaint may be filed by any individual or group that believes they have been subjected to discrimination or retaliation based on their race, color, national origin, sex, age, disability or income status. The complaint may be filed by the affected party or a representative and must be in writing.

Section 5311 program recipients who feel they have been discriminated against by any MoDOT employee or its agent/contractor may contact MoDOT's External Civil Rights Office. A review will be made to determine if MoDOT has jurisdiction to investigate the issues raised. If MoDOT does not have jurisdiction, the complaint will be forwarded to the appropriate agency. If MoDOT does have jurisdiction, the allegations will be investigated and an attempt will be made to resolve the matter. If violations are found and negotiations to correct the violation are unsuccessful, enforcement proceedings may be initiated to attain compliance.

In addition, any individual or group who believes they have been discriminated against by an employee of a Section 5311 program recipient or its agent/contractor should first contact the Section 5311 recipient in writing. MoDOT should also be notified of the complaint within 5 working days.

MoDOT and the Section 5311 program recipients are prohibited from retaliating against any person because they reported an unlawful policy or practice, or made charges, testified, or participated in any complaint action under Title VI. If an individual or group believes they have been retaliated against, they should immediately contact MoDOT's External Civil Rights Office to report their allegation. Filing a complaint with MoDOT does not prevent an individual or group from seeking remedy through other resources.

Complaints should be addressed to:

External Civil Rights/Title VI Coordinator
P. O. Box 270
Jefferson City, MO 65102
573-526-2978

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CAPITAL PROJECT BUDGET

PROJECT PERIOD: 2020-2021

CAPITAL PURCHASES

Description	Total Estimated Cost	Federal Portion	Local Portion	Replacement of Vehicle
1. Purchase of one new Sedan	\$36,984	\$29,587	\$7,397	2120
Federal Share 80%	\$29,587			
Local Cash Share 20%	\$7,397			
Total	\$36,984			

ATTACHMENT A

VEHICLE ROSTER

GRANTEE NUMBER	MODEL YEAR	TYPE OF VEHICLE	MILEAGE	CURRENT STATUS OF VEHICLE	VEHICLE IDENTIFICATION NUMBER	WILL VEHICLE BE REPLACED OR NOT	
2120	2010	CAR	150,114	ACTIVE	2FABP7BX2AX130070	YES	
2496	2017	VAN	5,096	ACTIVE	1FDZX2CMXHKB57639	NO	
2584	2020	VAN	5,120	ACTIVE	5TDZZ3DC2LS025583	NO	

ATTACHMENT B

COMMITMENT OF THE LOCAL SHARE

The local contribution for capital purchases will be made in cash by the

GENERAL FUND

from sources other than Federal funds or transit revenues. Funds are currently available in the account for matching capital transit assistance.

Note: If funds are not currently available, describe expected source.

It is further understood that no refund or reduction of the local contribution shall be made at any time unless there is at the same time a refund of a proportional amount of the federal grant.

Mayor/Authorized Official
George Knox, Mayor

ATTEST:

Deputy City Clerk/Secretary Johanna Williams

PROJECTED OPERATING BUDGET

Period: July 1, 2020 to June 30, 2021

Total Expenses

Administrative Costs to be reimbursed at 80%

503.03	Drug & Alcohol Testing	\$	200
503.01	Liability / Collision Ins Premiums	\$	1,800
509.08	Background Checks	\$	200

Total 80% Expenses	\$	2,200
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501.00	Project Manager's Salary	\$	11,587
501.00	BookKeeper/Cashiers	\$	4,006
502.01	Project Manager-Fringe	\$	3,316
502.01	BookKeeper/Cashiers Fringe	\$	1,489
505.02	Telephone	\$	1,237
509.03	Office Supplies-Coupons	\$	75
514.01	Public Hearing Notices	\$	200
514.02	Marketing and Adversiting	\$	200

Total 50% Expense	\$	22,110
Total Administrative Expense	\$	24,310

501.00	Driver Salaries	\$	35,730
502.01	Driver Fringe	\$	8,162
503.05	Maintenance (Labor and Parts)	\$	2,500
504.01	Fuel and Oil	\$	4,600
507.04	Registration and Licensing (CDL)	\$	120
509.02	Travel	\$	350
509.05	Small Equipment Purchase	\$	100

Total Operating Expense	\$	75,872
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Total Expense (this should be the amount shown on the application page)

Less Expense to be reimbursed at 80%	\$	2,200
Total Expense to be reimbursed at up to 50%	\$	73,672

Calculation of Funding Request

Expenses to be reimbursed at 80%	Expense	Funding Request
	\$ 2,200	\$ 1,760

Expense to be reimbursed at up to 50%	\$ 73,672
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Less Ineligible Expense (Charter, MEHTAP, JARC, etc)	\$ -
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Less Fares	\$ 31,000
Net Eligible Expense	\$ 42,672

Revenues/Local Match Available	\$ 23,536
Less Match for 80% exp	\$ 1,760
Net Revenues/Local Match	\$ 21,776

Net Deficit	\$ 23,096
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Section 5311 Funding Request	\$ 23,096
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Revenue/Local Match

General Funds	\$ 21,776
State Transit	\$ -
	\$ 21,776

**COORDINATION OF SOCIAL
SERVICE FUNDING SUPPORTING
GENERAL PUBLIC TRANSPORTATION**

List all specific contracts over \$1,000 by name and amount. Include service contracts for which you receive payment for providing service AND/OR contracts for which you are paying providers for services rendered.

ORGANIZATION	CONTRACT AMOUNT
NONE	

February 18, 2020

George Knox
Mayor
City of Nevada, MO 64772

Dear Mayor Knox:

This communication will serve as the requisite opinion of counsel to be filed with the Missouri Department of Transportation in connection with the application of the City of Nevada, Missouri for financial assistance pursuant to the provisions of Section 5311. I understand that the City of Nevada, Missouri has been duly designated a recipient in accordance with the provision of Section 5311, and that the Missouri Department of Transportation has concurred in the designation. The legal authority for the City of Nevada's ability to carry out the project directly, by lease, contract, or otherwise is set forth below:

1. The City of Nevada, Missouri is authorized under Section 2.1 of its Home Rule Charter to provide and assist public transportation by acquisition, construction and operation of existing or additional transit facilities. This assistance may be provided directly by the City of Nevada, and/or purchase of service or lease arrangements with other parties.
2. I have reviewed the pertinent federal, state, and local laws, and I am of the opinion that there is no legal impediment to making this application. Furthermore, as a result of my examinations, I find that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of the City of Nevada to carry it out.

Respectfully submitted,

William G. McCaffree
General Counsel
City of Nevada, Missouri

CERTIFICATION OF COMPLIANCE WITH CIVIL RIGHTS

**29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132,
49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the applicant certifies it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Applicant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Applicant 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. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Applicant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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 Applicant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Applicant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Applicant agrees that it will 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, pertaining to employment of persons with disabilities. In addition, the Applicant agrees to comply with any implementing requirements FTA may issue.

(3) Disadvantaged Business Enterprise – To the extent authorized by Federal law, the Applicant agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable.

(4) Access to Services for Persons with Limited English Proficiency – The Applicant agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S. C. section 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

(5) The applicant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

The following information is required by the Federal Transit Administration. The economic/racial/ethnic composition of your governing body or riders will not be considered as a factor in awarding grants.

Check yes or no:

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

Signature _____

Title **Mayor** _____

Date February 18, 2020 _____

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**

I, George Knox, Mayor _____, hereby certify on
(name and title of grantee official)
behalf of CITY OF NEVADA, MO _____:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an officer in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. Section 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The applicant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Applicant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Authorized Official

GEORGE KNOX, MAYOR

Name and Title of Authorized Official

FEBRUARY 18, 2020

Date

LABOR

This project should not have any adverse effects on any employees of the City of Nevada. The employees the program will impact are currently employed by the City of Nevada and this project will only pay a portion of their salaries.

Due to the fact that this project is a continuation of existing services there will not be any adverse affect on any eligible public mass transportation providers in the service area.

ACCEPTANCE OF SPECIAL 5333(B) OF TITLE 49, UNITED STATES CODE
WARRANTY FOR APPLICATION TO THE SMALL
URBAN AND RURAL PROGRAM

Name of Grantee: City of Nevada
Address: 110 S Ash St
Nevada, MO 64772

Telephone: 417-448-5511

The recipient, for and in consideration of a transportation grant to be made available to the recipient, pursuant to Section 5311 of Title 49, United States Code, hereby agrees to accept the terms and conditions of the Special 5333 (b) Warranty, incorporated herein and made a part hereof by reference, absent a waiver by the U.S. Department of Labor.

The recipient hereby agrees that it is the exclusive designated legally responsible party under the terms of the Special Section 5333 (b) Warranty and that the state of Missouri, acting through the Missouri Department of Transportation, assumes no obligation under the terms of the Special Warranty which are not otherwise part of its normal obligation as a grant administering agency.

The recipient hereby authorizes the presentation of this acceptance by the state of Missouri to the U.S. Department of Labor as evidence of the Recipient's commitments above described.

Recipient: George Knox

Signature: _____

Title: Mayor

Date: February 18, 2020

EXHIBIT B-2

LISTING OF RECIPIENTS, ELIGIBLE SURFACE TRANSPORTATION PROVIDERS AND LABOR REPRESENTATION

(1) Project	(2) Recipient	(3) Other Surface Public Transportation Providers	(4) Union Representation of Employees, if any
Cite project by name, description	Identify recipient of transportation assistance	Identify other eligible surface public transportation providers	Key to employees of providers in Columns 1 and 3
APPLICATION FOR PUBLIC TRANSPORTATION FUNDS UNDER SECTION 5311 FOR CONTINUATION OF EXISTING PUBLIC TRANSPORTATION PROGRAM	CITY OF NEVADA	JEFFERSON LINES GREYHOUND LINES O.A.T.S. TRANSIT AREA AGENCY OF AGING ABC TRANSPORTATION CLASSIC CAB COMPANY	LOCALS 1498,1389 LOCAL 1700 NONE NONE NONE

Column 1- the business name under which you operate (such as CTA for the Cape Girardeau County Transit Authority).
 Column 2 - the legal name under which the agreement will be issued (City of ^{Nevada} /not-for-profit).
 Column 3 – you must identify other public transportation providers in your geographic area including intercity bus such as Greyhound, Jefferson Lines, or Burlington Trailways..
 Column 4 – list any union representation for your program or any of the providers listed in Column 3.

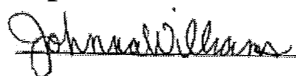
NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the City of Nevada, Missouri on February 4, 2020 at 7:00 p.m. in the City Council Chambers, 120 South Ash, Nevada, MO, to consider a project partially funded by the Missouri Department of Transportation, pursuant to Section 5311 of Title 49, United States Code.

1. To present a proposed public transportation program for the general public.
2. Request financial assistance in an amount necessary to complete funding and operate the City's public transportation program.
3. The location of the project will be at 110 South Ash to serve the City of Nevada, Mo.

4.	The total estimated cost of the project is	\$75,872
	Fares	\$31,000
	Federal and State Funds	\$23,096
	Local Funds (City)	\$21,776
	Capital Project - Sedan Total Cost	\$30,000
	Federal Funds 80%	\$24,000
	Local Funds (City) 20%	\$ 6,000

5. The source of the local matches will be from the City of Nevada general fund.
6. At the hearing, the city will afford an opportunity for interested persons or agencies to be heard regarding the project. Interested persons may submit orally, or in writing, evidence and recommendations with respect to said project. If no person(s) request to give either oral or written evidence and recommendations three days prior to the public hearing, the applicant is not required to hold the public hearing.
7. Organizations interested in the proposed service may request information concerning the project from the applicant.
8. City of Nevada does not discriminate on the basis of race, color, creed, national origin, sex, or age in employment or provision of services.
9. Any person requesting information or requiring special accommodation to attend the hearing, may contact Johnna Williams, Deputy City Clerk, City Hall, 110 South Ash, Nevada, Missouri, 64772 or telephone (417)448-5113.



Johnna Williams, Deputy City Clerk
Dates of Publication: January 4, and 25, 2020

**CERTIFICATION OF COMPLIANCE WITH
DRUG AND ALCOHOL MISUSE
RULE FOR FTA RECIPIENTS**

49 CFR Part 655 Amended Part 40

DATE: February 18, 2020

Missouri Department of Transportation
Attention: Transit
P. O. Box 270
Jefferson City, MO 65102

I, George Knox Mayor, certify that
(Name) (Title)

CITY OF NEVADA has established and implemented an anti drug and alcohol program and have conducted employee training complying with the requirements of 49 CFR Part 655 and Amended CFR Part 40; and that we have no employees regulated by the U.S. Federal Railroad Administration (FRA).

Signature of Authorized Official

George Knox, Mayor

Name and Title of Authorized Official

February 18, 2020

Date

CERTIFICATION OF PRIMARY AND LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

49 CFR Part 29
Executive Order 12549

Executive Order 12549, as implemented by 49 CFR, prohibits FTA recipients and subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over \$25,000 with suspended or debarred contractors and that they will require their contractors (and their subcontractors) to make the same certification to them.

The Primary Participant submitting this application under an FTA assistance, Missouri Highways and Transportation Commission, certifies, by admission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Lower-Tier Participant under contract with the primary participant, City of Nevada, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certifies certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

Signature of Lower-Tier Participant
George Knox, Mayor
City of Nevada **He**

The undersigned chief legal counsel for _____ hereby certifies _____ has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Lower-Tier Participant's Attorney
William McCaffree
February 18, 2020

Date

ADA CERTIFICATION FOR PUBLIC ENTITIES

Certification of Equivalent Service

City of Nevada certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1. Response time
2. Fares
3. Geographic service areas
4. Hours and days of service
5. Restrictions on trip purpose
6. Availability of information and reservation capability and
7. Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public entities operating demand responsive systems for the general public which receive financial assistance under Chapter 53 of Title 49, United States Code must file this Certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving any Federal Transit Administration (FTA) funds shall also file the certification with the appropriate state program office. Such public entities receiving FTA funds under Chapter 53 of Title 49, United States Code must file the certification with the appropriate FTA regional office. **This certification is valid for no longer than one year from its date of filing.**

George Knox

Name of Official

Signature

Mayor

Title

February 18, 2020

Date

**FEDERAL TRANSIT ADMINISTRATION
CERTIFICATIONS AND ASSURANCES**
(Signature page alternative to signing individual certifications and assurances)

Name of Applicant: CITY OF NEVADA

The Applicant agrees to comply with applicable requirements it has selected
as shown in Exhibits H-V on the following pages:

check all that apply

Exhibit H	Assurance of Charter and School Bus	_____
Exhibit I	Program Fraud and False/Fraudulent Statements	_____
Exhibit J	Breaches and Dispute Resolution	_____
Exhibit K	Clean Water Requirements	_____
Exhibit L	Federal Changes	_____
Exhibit M	Energy Conservation Requirements	_____
Exhibit N	Disadvantaged Business Enterprises Requirements	_____
Exhibit O	Procurement Provisions of FTA Circular 4220.1F	_____
Exhibit P	Termination Provision	_____
Exhibit Q	Clean Air Requirements	_____
Exhibit R	Privacy Act Requirements	_____
Exhibit S	No Government Obligation to Third Parties	_____
Exhibit T	Certification of Section 5323(a)(1) Requirements (public entities only)	_____
Exhibit U	Certification of Compliance with FTA ITS Architecture Policy	_____
Exhibit V	Certification of Compliance with FTA Terms	_____

By signing below, I declare the applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance.

Signature
Mayor

Title
February 18, 2020

Date

EXHIBIT H

CERTIFICATION OF COMPLIANCE
CHARTER SERVICE AND SCHOOL BUS REGULATIONS
49 CFR Part 605

School Bus Operations – the Applicant agrees to comply with 69 U.S.C. 5323(f) and 49 CFR 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, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

49 U.S.C. 5323(d)
49 CFR Part 604

Charter Service Operations - The Applicant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604 and any Charter Service regulations or FTA directives that may be issued, except to the extent FTA determines otherwise in writing. The Applicant understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it, or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Applicant's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Applicant, subrecipient, lessee, third party contractor, or other participant in the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D of FTA's Charter Service regulations.

EXHIBIT I

CERTIFICATION OF COMPLIANCE
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS
31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The applicant 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 Applicant 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 this contract work is being performed. In addition to other penalties that may be applicable, the Applicant 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 on the Applicant to the extent the Federal Government deems appropriate.

(2) The Applicant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government 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 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Applicant, to the extent the Federal Government deems appropriate.

(3) The Applicant agrees to include the above two clauses in each subcontract 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 subcontractor who will be subject to the provisions.

CERTIFICATION OF COMPLIANCE
BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1F

Disputes - Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the applicant's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the applicant's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the applicant's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the applicant, Contractor 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time 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 the applicant and the Contractor 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 State in which the applicant is located.

Rights and Remedies - The 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 Applicant, Architect or Contractor 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.

CERTIFICATION OF COMPLIANCE WITH CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

Clean Water - (1) The applicant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Applicant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Applicant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CERTIFICATION OF COMPLIANCE WITH FEDERAL CHANGES
49 CFR Part 18

Federal Changes - The applicant 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 Agreement (Form FTA MA (20) dated October, 2013) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Applicant's failure to so comply shall constitute a material breach of this contract.

EXHIBIT M

CERTIFICATION OF COMPLIANCE
ENERGY CONSERVATION REQUIREMENTS
49 CFR Part 18, 42 U.S.C. 6321 et seq.

The applicant agrees to comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EXHIBIT N

CERTIFICATION OF COMPLIANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

To the extent authorized by Federal law, the Recipient (the "applicant") agrees to facilitate participation by Disadvantaged Business Enterprises (DBE) in the Project and assures that each subrecipient, lessee, and third party contractor at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

(1) The Recipient agrees and assures that it will comply with section 1101(b) of SAFETEA LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the Recipient's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Recipient of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

COMPLIANCE WITH PROCUREMENT PROVISIONS OF
FTA CIRCULAR 4220.1 F

The applicant certifies that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA circular 4220.1F, "Third Party Contracting Requirements," and other implementing requirements FTA may issue. The Applicant certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each applicant will also include in its subagreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

EXHIBIT P

COMPLIANCE WITH TERMINATION PROVISION
49 U.S.C. Part 18 FTA Circular 4220.1F

a. Termination for Convenience (General Provision) The Missouri Highways and Transportation Commission (the "Commission") may terminate this contract, in whole or in part, at any time by written notice to the Applicant when it is in the Government's best interest. The Applicant shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Applicant shall promptly submit its termination claim to the Commission to be paid the Applicant. If the Applicant has any property in its possession belonging to the Commission, the Applicant will account for the same, and dispose of it in the manner the Commission directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Applicant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Applicant fails to perform in the manner called for in the contract, or if the Applicant fails to comply with any other provisions of the contract, the Commission may terminate this contract for default. Termination shall be effected by serving a notice of termination on the applicant setting forth the manner in which the Applicant is in default. The applicant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Commission that the Applicant 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 Applicant, the Commission, after setting up a new delivery of performance schedule, may allow the Applicant to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The Commission in its sole discretion may, in the case of a termination for breach or default, allow the Applicant 60 calendar 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 Applicant fails to remedy to Commission's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Applicant or written notice from Commission setting forth the nature of said breach or default, Commission shall have the right to terminate the Contract without any further obligation to Applicant. Any such termination for default shall not in any way operate to preclude Commission from also pursuing all available remedies against Applicant and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Commission elects to waive its remedies for any breach by Applicant of any covenant, term or condition of this Contract, such waiver by Commission shall not limit Commission's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

CERTIFICATION OF COMPLIANCE WITH CLEAN AIR
42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18

Clean Air - (1) The Applicant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Applicant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Applicant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CERTIFICATION OF COMPLIANCE WITH FEDERAL PRIVACY ACT REQUIREMENTS
5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements – Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.

The applicant agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, as amended, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, Dec. 31, 1970, as amended, and the Public Health Service Act of 1912, amended, 49 U.S.C. 290dd-3 and 2390ee-3, and any subsequent amendments to these acts.

CERTIFICATION OF NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

The Purchaser and Applicant 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 the Purchaser, Applicant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Applicant agrees to 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.

CERTIFICATION OF SECTION 5323(a)(1) REQUIREMENTS
(FOR PUBLIC ENTITIES ONLY)

Section 5323(a)(1) Requirements - As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires property or an interest in property of a private mass transportation company or operates mass transportation equipment or a facility in competition with or in addition to transportation service provided by an existing mass transportation company it has or will have:

A. Found that the assistance is essential to carrying out a program of projects as determined by the plans and programs of the metropolitan planning organization;

B. Provided for the participation of private mass transportation companies to the maximum extent feasible;

C. Paid just compensation under State or local law to a private mass transportation company for its franchises or property acquired and;

D. Acknowledged that the assistance falls within the labor standards compliance requirements of 49 U.S.C. 5333(a) and 5333(b).

Certification of Compliance with FTA ITS Architecture Policy

In compliance with Section VII of "FTA National ITS Architecture Policy on Transit Projects" at 66 FR 1459, January 8, 2001, in the course of implementing an ITS 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.

CERTIFICATION OF COMPLIANCE
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F dated November 1, 2008 and revised March 13, 2013, 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 Applicant shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause the applicant to be in violation of the FTA terms and conditions.