

RESOLUTION NO. R14-42

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM AGREEMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION FOR THE TRANS ADE PROGRAM.

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Memorandum Agreement between the City of Laurel and Montana Department of Transportation setting forth the terms and conditions for MDT Transit to provide matching funds for the TransADE grant, a copy attached hereto, is hereby approved.

Section 2: Execution. The Mayor and City Clerk of the City of Laurel are hereby given authority to execute said contract on behalf of the City.

Introduced at a regular meeting of the City Council on July 1, 2014, by Council Member Mountsier.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 1st day of July, 2014.

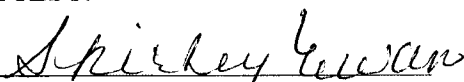
APPROVED by the Mayor this 1st day of July, 2014.

CITY OF LAUREL



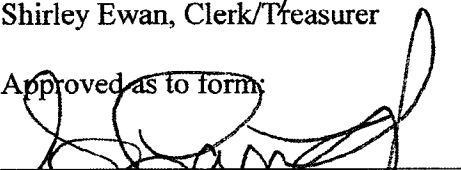
Mark A. Mace, Mayor

ATTEST:



Shirley Ewan, Clerk/Treasurer

Approved as to form:



Sam S. Painter, Civil City Attorney

MEMORANDUM AGREEMENT

BETWEEN

MONTANA DEPARTMENT OF TRANSPORTATION (MDT), PO Box 201001, Helena MT
59620-1001, and City of Laurel, PO Box 10, Laurel MT 59044

TransADE

Transportation Assistance for the Disabled and Elderly (MCA 7-14-112)

This agreement made and entered by and between the Montana Department of Transportation (MDT) and City of Laurel (GRANTEE). Liaison for the State is David Jacobs, Transit Supervisor. Liaison for the Grantee is Heidi Jensen. The parties to this agreement agree to the following:

1. The purpose of this agreement is to set forth the terms and conditions for MDT Transit to provide matching funds for operating grants pursuant to 49 USC 5311 to counties, incorporated cities and towns, transportation districts, or nonprofit organizations for transportation services for persons 60 years of age or older and for persons with disabilities. The matching funds cannot be used to purchase capital items and must supplement the operating matching funds already provided by the local government and/or agency for public transportation activities.
2. This agreement is effective during **SFY 2015 (JULY 1, 2014 - June 30, 2015)** and shall terminate on June 30, 2015, or upon earlier completion of all terms of this agreement.
3. Funding - MCA 15-1-122 (2)(e) states that 0.30% of the motor vehicle revenue that is deposited in the state general fund in each fiscal year is to be deposited in the state special revenue fund for senior citizens and persons with disabilities transportation services account.
4. Process for payment - GRANTEE agrees to submit an annual grant application, including estimated amounts for provision of operating funds or matching funds for operating grants pursuant to 49 USC 5311, to MDT for award of an annual grant amount. Upon MDT's award of a grant, GRANTEE agrees to submit quarterly expense reports via the MDT Public Transportation Management System (PTMS), to include both the federal reimbursement amounts and the proportionate match amount allowed by MDT.
5. Method of payment - MDT agrees to review the quarterly expense reports and issue reimbursement payment for approved expenses to the GRANTEE until the total amount of \$8,316.27 to be used for GRANTEE's public transportation services (operating funds or matching funds) is depleted, or until the June 30th end of the fiscal year, whichever occurs soonest. MDT will inform the provider of the amount remaining with each reimbursement. GRANTEE agrees that if the total amount awarded for each fiscal year is not expended by GRANTEE and included in an appropriate quarterly expense report via PTMS by the report ending June 30th of the fiscal year, the remaining awarded funds will revert to the state special revenue account for future award to any applicant.
6. Access and Retention of Records - GRANTEE agrees to provide the state, Legislature Auditor, or their authorized agents access to any records supporting this Agreement for a period of three years after the completion date of this Agreement or the consultation of any claim, litigation, or exception relating to this Agreement taken by the State of Montana or a third party.

7. Choice of Law and Venue - In the event of litigation concerning this Agreement, venue will only be in District Court of the First Judicial District of the State of Montana in and for the County of Lewis and Clark. This Agreement will be interpreted according to Montana law.
8. Agreement Modification - Any change to this Agreement will only be by written agreement between parties.
9. Assignment, Transfer and Subcontracting - The Grantee shall not assign, transfer or subcontract any portion of the contract without the express written consent of MDT.
10. Indemnification - The parties agree that MDT's only role in this Agreement is to provide payment for the public transportation system. GRANTEE agrees to protect, defend, and save the State, MDT, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the costs of defense thereof, arising in favor of GRANTEE employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of GRANTEE or MDT's performance of this Agreement, including any use for public transportation activities under this Agreement.
11. Severability and Integration - If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.
12. Compliance with Laws - GRANTEE must, in the performance of this Agreement, fully comply with all applicable federal, state or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Attachment A, Non-Discrimination Notice, is incorporated into this Agreement and during the performance of this Agreement, GRANTEE for itself, its assignees and successors in interest, agrees to adhere to the contents of Attachment A.
13. Termination - The parties may mutually terminate this Agreement in writing at any time. MDT, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced for any reason. Either party may terminate this Agreement in whole or in part at any time the other party fails to perform the Agreement terms as set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION**

By: [Signature]

Lynn Zanto, Administrator

MDT-Rail, Transit and Planning Division

Dated: June 4 2014

CITY OF LAUREL

By: [Signature]

Printed Name: Marie A. Mase

Title: Mayor

Dated: June 4 2014

APPROVED FOR CIVIL RIGHTS CONTENT

By: [Signature]

Date: June 4 2014

MDT Civil Rights Bureau

APPROVED FOR LEGAL CONTENT

By: [Signature]

Date: June 6 2014

MDT Legal Services

GRANTEE LEGAL REVIEW (optional)

By: _____

Date: _____ 20____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION**

By: *Lynn Zanto*

Lynn Zanto, Administrator

MDT-Rail, Transit and Planning Division

Dated: 7/11 20 14

CITY OF LAUREL

By: *Mark A. Mace*

Printed Name: Mark A. Mace

Title: Mayer

Dated: July 1 20 14

APPROVED FOR CIVIL RIGHTS CONTENT

By: *Shirley...*

Date: June 4 20 14

MDT Civil Rights Bureau

APPROVED FOR LEGAL CONTENT

By: *J. Beards*

Date: June 2 20 14

MDT Legal Services

GRANTEE LEGAL REVIEW (optional)

By: _____

Date: _____ 20 _____

ATTACHMENT A

NONDISCRIMINATION NOTICE

During the performance of this Agreement, Consultant (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract

or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION PROGRAMS, 49 CFR PART 26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate