

**RESOLUTION NO. R16-49**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A CONTRACT WITH THE MONTANA DEPARTMENT OF  
TRANSPORTATION FOR THE TRANSADE PROGRAM.**

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

Section 1: Approval. The Contract between the City of Laurel and the Montana Department of Transportation to provide transit services for the disabled and elderly (TransADE), 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 5, 2016, by Council Member  
McGee.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 5<sup>th</sup> day of July, 2016.

APPROVED by the Mayor this 5<sup>th</sup> day of July, 2016.

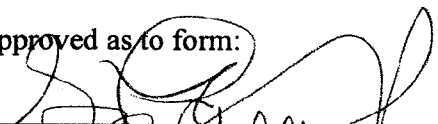
CITY OF LAUREL

  
\_\_\_\_\_  
Mark A. Mace, Mayor

ATTEST:

  
\_\_\_\_\_  
Shirley Ewan, Clerk/Treasurer

Approved as to form:

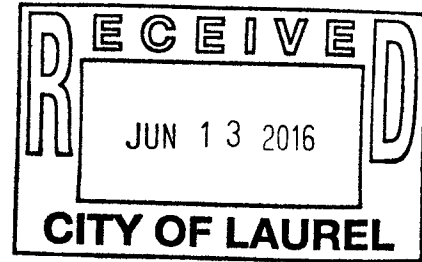
  
\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

June 8, 2016

City of Laurel  
PO Box 10  
Laurel, MT 59044

Subject: 5311 & TransADE Operating FY17

Shirley-



The same as last year you will only receive one copy of the above noted contracts and after we receive the signed contract from you, we will return a PDF copy back to you via email. If you choose not to have the contracts returned to you in PDF format, please make an additional copy of the contracts and return both signed copies to us for signature. We will then return one original back to you.

Furthermore, in an effort to streamline our contracts some language has been removed, but all regulations are still applicable. Please refer to the Master Agreement-22 for complete list of regulation which governs the 5311 grant. The link to this agreement is in your contract section 3.1.

Also, please ensure your authorized official signs the contract or it will be returned to you, which may cause a delay in the contract start date.

Please return signed contracts to:

Montana Department of Transportation  
Eric Romero  
PO Box 201001  
Helena, MT 59620-1001

If you have any questions, please contact me at the phone number below.

Thank you,

Eric Romero  
Transit Fiscal Planner  
MT Dept. of Transportation  
PH: 406-444-7645

enclosures:

**SECTION 5311 OPERATING CONTRACT #109018**  
**CFDA #20.509 - Formula Grants for Other Than Urbanized Areas**

This contract is entered into between the State of Montana, DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, 2701 Prospect Avenue, PO Box 201001, Helena, Montana (State) and City of Laurel, 155 W First St. Laurel MT, 59044 and DUNS #101375442 (Sub-recipient). Liaison for the State is David Jacobs, Transit Supervisor. Liaison for the sub-recipient is Noel Eaton.

The State having been allocated grant monies of \$9,967,132 from the Federal Transit Administration (FTA) under FAIN #MT-18-X064, through Section 5311 of the Federal Transit Act for the Federal Fiscal Year 2016 (October 1, 2015 – September 30, 2016), as amended, and desiring to assist the sub-recipient, enters into the following contract with sub-recipient. Actual award is contingent upon the availability of FTA funding.

**ARTICLE 1. PROJECT**

**SECTION 1.1 Purpose of Contract.** This Contract provides operating assistance to the sub-recipient for public transportation in non-urbanized areas.

**SECTION 1.2 Scope of Project.** Sub-recipient shall operate a general public transportation system in accordance with the budget, goals and plans outlined in its SFY2017 application in accordance with the regulations of the FTA Section 5311 program. The sub-recipient shall use its best efforts to efficiently and economically complete the Project.

**SECTION 1.3 Project Description.** Reimbursement of operating expenses described in sub-recipient's application for the period July 1, 2016 through June 30, 2017.

**SECTION 1.4 Period of Performance.** This Contract will be effective from July 1, 2016 to June 30, 2017.

**SECTION 1.5 Cost of Project.** The total direct cost of the project shall be \$51,231.00. During the fiscal year, funds may be moved amongst the budget categories with MDT's approval. The direct costs of the Project are shared as follows:

<b>Operating Assistance:</b>		
Federal Share @	54.11%	20,538.00
Local Share @	45.89%	17,418.00
<b>Total</b>		<b>37,956.00</b>
<b>Administrative Assistance:</b>		
Federal Share @	80.00%	5,820.00
Local Share @	20.00%	1,455.00
<b>Total</b>		<b>7,275.00</b>
<b>Preventative Maintenance:</b>		
Federal Share @	80.00%	4,800.00
Local Share @	20.00%	1,200.00
<b>Total</b>		<b>6,000.00</b>
<b>Totals:</b>		
Federal Share		31,158.00
Local Share		20,073.00
		<b>51,231.00</b>

The sub-recipient agrees to provide matching funds to assure payment of project costs. Sub-recipient shall provide these funds when necessary to meet project costs. The sub-recipient will not refund or reduce its share of the project cost unless there is a corresponding proportional grant amount refund to the State. Furthermore, the State will make quarterly grant payments to sub-recipient based upon the State's approval of reports and invoices submitted by the sub-recipient.

For Sub-recipients claiming Indirect Cost (IDC) for reimbursement, the IDC rate must be in accordance with the CFR cited below. A copy of the IDC approval letter from the agencies cognizant must be submitted to the Montana Department of Transportation (MDT) and approved prior to any reimbursement. If the MDT is Sub-recipient's primary source of federal funds, then a copy of Sub-recipient's indirect cost plan must be submitted to MDT for review and approval. The percentage rate for indirect costs shall be maintained for the life of the project.

2 CFR Part 200.414 and Section E – Appendices III-VIII  
2 CFR Part 230 - Commercial Organization and NPO's FAR, 48 CFR Part 31

**SECTION 1.6 Purchase of Project Equipment.** The State, on behalf of the sub-recipient, or the sub-recipient with the State's prior approval, shall purchase all Project equipment in accordance with applicable State law and the standards set forth by the Uniform Administration Requirement for Grant and Cooperative Agreement to State and Local Government (49 CFR PART 18 Section 18.32).

**SECTION 1.7 Reporting.** All reports must be received within 60-days after the end of the quarter via Planning Transportation Management System (PTMS), unless there is written approval for lateness; and sub-recipient shall advise the State in writing of project progress at such times and in such manner as the State and FTA may require, but not less than on a quarterly basis.

## **ARTICLE 2. TERMS AND CONDITIONS**

**SECTION 2.1 Default.** Nonperformance by the sub-recipient of any obligation imposed by this Contract, including noncompliance with the federal assurances, or reduction of local project cost funding, will constitute default.

**SECTION 2.2 Termination.** This Contract may be terminated by the State by serving a notice of termination on the sub-recipient. Termination may occur for either convenience or default. If termination is for convenience, the notice shall give the sub-recipient thirty days to wind down its activities under this Contract. If termination occurs due to default, the notice shall state the nature of the sub-recipient's default, and offer the sub-recipient an opportunity to explain its nonperformance. If the State finds that the sub-recipient has a reasonable excuse for nonperformance, which is beyond the control of the sub-recipient, the State may set up a new work schedule and allow the completion of this Contract. In any termination, the State will make its contractual payments proportionate to the work properly performed in accordance with this Contract to the time of termination. Sub-recipient shall account for any Project property in its possession.

**SECTION 2.3 Litigation.** Controversy arising from this contract may result in litigation. Arbitration is not available. This Contract shall be governed by Montana law.

**SECTION 2.4 Venue.** In the event of litigation concerning this Agreement, venue shall be in the First Judicial District of the State of Montana, Lewis and Clark County.

**SECTION 2.5 Close-out.** This contract will close after the sub-recipient has submitted its final report ending June 30<sup>th</sup> for the fiscal year as described in paragraph 1.3.

**SECTION 2.6 Contract Modification.** Any change in this Contract will only be by written agreement of the Parties.

SECTION 2.7 Assignment and Subcontracting. The sub-recipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate sub-recipient in any manner with any third party with respect to sub-recipient's rights and responsibilities under this Agreement, without the prior written concurrence of the State.

SECTION 2.8 Subcontracts. The sub-recipient shall include in all subcontracts entered into pursuant to this Agreement a copy of this Contract, and the subcontract will make the provisions of this Contract a specific part of the subcontract. In addition, the sub-recipient shall include the following provisions in any advertisement or invitation to bid for any procurement under this Agreement: Sections 2.9 to 3.16.

SECTION 2.9 Statement of Financial Assistance. This agreement is subject to a financial assistance contract between the Montana Department of Transportation, the US Department of Transportation, and the Federal Transit Administration.

SECTION 2.10 Indemnification. The sub-recipient shall indemnify, defend, and hold harmless the State of Montana, Department of Transportation, its employees and agents from and against all claims, demands, or actions from damages to property or injury to persons or other damage to persons or entities arising or resulting from the performance of this Contract.

SECTION 2.11 Access and Retention of Records. The sub-recipient agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine compliance with this Agreement. The sub-recipient agrees to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation or exception relating to this Agreement taken by the State of Montana or a third party.

SECTION 2.12 Notice. All notices arising from the provisions of this Contract shall be in writing and given to the parties at the addresses listed above, either by regular mail or delivery in person.

SECTION 2.13 Agency Assistance. No assistance, other than provided for by this Contract, will be required, but may be provided at the discretion of State.

SECTION 2.14 Severability and Integration. If any part, or parts, of this Contract are determined to be void, the remaining parts will remain valid and operative. This document, together with its schedules, attachments, and exhibits, represent the complete and entire understanding of the parties on its subject matter. No provision, express or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication, shall be a provision of this contract unless it is reduced to writing, signed by the parties, and attached to this document.

SECTION 2.15 Waivers. A party's failure to enforce any provision of this Contract shall not be construed as a waiver excusing the other party's future performance.

### **ARTICLE 3. FEDERAL REQUIREMENTS**

SECTION 3.1 FTA Master Agreement. The sub-recipient understands this contract includes requirements specifically prescribed by Federal law or regulation and does not encompass all Federal laws, regulations, and directives that may apply to the sub-recipient or its project. A comprehensive list of those Federal laws, regulations and directives is contained in the current FTA Master Agreement MA(22) at the FTA website <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/sample-fta-agreements-october-1-2015>. The clauses in this contract have been streamlined to highlight the most prevalent regulations that govern this award, however additional Federal laws, regulations and directives contained in the Master Agreement will apply. The sub-recipient's signature upon this document acknowledges they have read and understand the Master Agreement.

The sub-recipient also agrees to include FTA Master Agreement requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**SECTION 3.2 Prohibited Interest.** No employee, officer, board member or agent of the sub-recipient shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (1) The employee, officer, board member or agent;
- (2) Any member of his or her immediate family;
- (3) His or her partner; or
- (4) An organization which employs, or is about to employ any of the above; has a financial or other interest in the firm selected for award. The sub-recipient's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of sub-agreements.

**SECTION 3.3 Ineligible Bidders.** Bidders or Suppliers whose names appear on the US Comptroller General's List located at <https://www.sam.gov/portal/public/SAM/> of Ineligible Contractors are not eligible for award of, or participation in, any contract that may be awarded as a result of this agreement. Submission of a bid by any bidder constitutes certification that the bidder or any subcontractor or suppliers to the bidder, on this proposed contract, if one is awarded, are not on the Comptroller General's List of Ineligible Contractors. A subsequent determination by FTA that a bidder knowingly made any misstatement of facts in this regard will be cause for immediate disqualification, suspension or termination of the contract for cause.

**SECTION 3.4 False or Fraudulent Statements or Claims.** Sub-recipient acknowledges that, should it make a false, fictitious, or fraudulent claim, statement, submission, or certification to the State or Federal Government in connection with this project, FTA reserves the right to pursue the procedures and impose on the sub-recipient the penalties of 18 USC 1001, 31 USC 3801, as may be deemed by FTA to be appropriate.

**SECTION 3.5 Debarment and Suspension.** Sub-recipient shall obtain from its third party contractors certifications required by Department of Transportation regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 CFR Part 29, and otherwise comply with the requirements of those regulations a list of debarred entities is located at <https://www.sam.gov/portal/public/SAM/>.

**SECTION 3.6 No State or Federal Obligations to Third Parties.** State shall not be subject to any obligations or liabilities to any third party in connection with the performance of this Project without the specific written consent of the State and FTA. Neither the concurrence in nor the approval of the award of this contract or any subcontract, or the solicitation thereof, nor any other act performed by the State under this contract shall constitute such consent.

**SECTION 3.7 Age Discrimination and ADA.** Sub-recipient agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, Title 42 USC Chapter 76 Section 6101 *et seq.*, and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age. The sub-recipient also agrees to comply with the requirements of 49 USC 5301(d), 29 USC 794, the Americans with Disabilities Act, as amended (42 USC 12101 *et seq.*), and the Architectural Barriers Act of 1968, as amended (42 USC 4151 *et seq.*), as well as the applicable requirements of the regulations implementing those laws.

**SECTION 3.8 Charter Service Operations.** Sub-recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC chapter 53 or under 23 USC §§ 133 or 142 will engage in charter service operations, except as authorized by 49 USC § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement

required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The sub-recipient understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or USDOT.

**SECTION 3.9 Federal Changes.** Sub-recipient 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 Master Agreement between the State and FTA, as they may be amended or promulgated from time to time during the term of this contract. Sub-recipient's failure to so comply shall constitute a material breach of this contract.

**SECTION 3.10 Settlement of Third Party Contract Disputes or Breaches.** The term "third-party contract," as used in this Agreement, is defined as a contract between the sub-recipient and its subcontractor in which the sub-recipient has procured a good and/or service commercially from the subcontractor. FTA has a vested interest in the settlement of disputes, defaults, or breaches involving any federally assisted third party contracts. FTA retains the right to a proportionate share, based on the percentage of the Federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the sub-recipient shall avail itself of all legal rights available under any third party contract. The sub-recipient shall notify the State of any current or prospective litigation or major disputed claim pertaining to any third party contract. FTA reserves the right to concur in any compromise or settlement of the sub-recipient's claim(s) involving any third party contract, before making Federal assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless FTA permits otherwise.

**SECTION 3.11 Incorporation of FTA Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein withstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The sub-recipient shall not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

**SECTION 3.12 Compliance with Laws.** Some of the clauses contained in this Contract are not governed solely by Federal law, but are significantly affected by State law. The laws and regulations cited in this Contract are not all-inclusive of those which may apply to the successful completion of this Contract. The sub-recipient understands that it is its responsibility to learn what federal, state and local laws and regulations will apply to its operation under this Contract, and that sub-recipient is solely responsible for its lawful compliance with all laws and regulations, including those attached hereto as Attachment A.

**SECTION 3.13 Drug and Alcohol Compliance.** The Sub-recipient shall comply with USDOT Federal Transit Administration drug and alcohol rules as established in the "Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit," set forth in 49 CFR Part 40, and Part 655; Drug-Free Workplace act. Sub-recipient understands and agrees that failure to comply with this section constitutes default pursuant to Article 2, Section 2.1.

**SECTION 3.14 Privacy Act.** Sub-recipient 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 sub-recipient agrees to obtain the express consent of the Federal Government before the sub-recipient or its employees operate a system of records on behalf of the Federal Government. The sub-recipient understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

**SECTION 3.15 Single Audit Act.** Sub-recipient may be subject to the audit requirements of 2 CFR 200 Subpart F if the audit threshold in 2 CFR 200.501 of \$750,000 is met. An audit must be conducted in compliance with 2 CFR 200 Subpart F if required. The audit must be completed and the data collection form and reporting package submitted to the Federal Audit Clearinghouse within the earlier of 30 calendar days after the receipt of the auditor's report(s) or nine months after the end of the audit period. For local governments and school districts, the Subrecipient will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other Subrecipients such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Audit Services if audit findings are discovered.

**SECTION 3.16 Coordination.** Sub-recipient of any capital project purchased through this program certifies: (1) the projects selected were derived from a locally developed and coordinated public transit and human services transportation plan; (2) the plan was developed through a process that included representatives of public, private and nonprofit transportation and human services providers as well as the general public; and (3) vehicle use and location is identified in the planning document and will not be altered without the prior written permission of the Montana Department of Transportation. Should the recipient of any capital project withdraw from the coordinated plan, the ownership of any vehicle purchased under the plan shall revert back to the State or the State will be reimbursed full cost of the capital.

The SUB-RECIPIENT warrants that it has the lawful authority to enter this Agreement, and that it has taken all actions and complied with all procedures necessary to execute the authority lawfully in entering this Agreement, and that the undersigned signatory for sub-recipient has been lawfully delegated the authority to sign this Agreement on behalf of sub-recipient.

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

**STATE OF MONTANA  
DEPARTMENT OF TRANSPORTATION**

By: [Signature]  
Lynn Zantø, Administrator  
MDT-Rail, Transit and Planning Division  
Dated: 7/14 2016

**CITY OF LAUREL**

By: [Signature]  
Printed Name: Mark H. Mace  
Title: Mayor  
Dated: July 5 2016

**APPROVED FOR CIVIL RIGHTS CONTENT**

By: [Signature]  
Date: June 2 2016  
MDT Civil Rights Bureau

**APPROVED FOR LEGAL CONTENT**

By: Carol Inell Morris  
Date: 5/31 2016  
MDT Legal Services

**SUB-RECIPIENT ATTORNEY (optional)**

By: \_\_\_\_\_  
Date: \_\_\_\_\_ 20\_\_



**Attachment A**  
**MDT NONDISCRIMINATION**  
**AND**  
**DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

**Federal protected classes**

Race, color, national origin,  
sex, sexual orientation, gender identity,  
age, disability, & Limited English Proficiency

**State protected classes**

Race, color, national origin, parental/marital status,  
pregnancy, childbirth, or medical conditions  
related to pregnancy or childbirth, religion/  
creed, social origin or condition, genetic  
information, sex, sexual orientation, gender  
identification or expression, national origin,  
ancestry, age, disability mental or physical, political  
or religious affiliations or ideas, military service or  
veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

**(1) Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(2) Non-discrimination:**

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
  - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
  - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).

- iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

**(3) Participation by Disadvantaged Business Enterprises (DBEs):**

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)
- b. By signing this agreement the PARTY assures that:

*The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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.*

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

**(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

**(5) Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- (6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
  - b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

**(7) Pertinent Non-Discrimination Authorities:**

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statues and authorities; including but not limited to:

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

#### *State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

**(8) Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.