CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-289 – Authorizing the approval of an Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance.

MEETING DATE
October 7, 2024

ORIGINATING DEPT
Planning, Development, and Neighborhood Services

ATTACHMENTS
CB2024-289 Ordinance; 2025 Unified Planning Work Program (UPWP); Consolidated Planning Grant (CPG) Agreement

REVIEWED BY
Director of Planning, Development and Neighborhood Services: Troy Bolander; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement with the Missouri Department of Transportation in the not to exceed total amount of Six Hundred Seventy-One Thousand Sixty-Three 00/100 dollars ($671,063) in Federal Consolidated Planning Grant Funds for reimbursement of FY2025 expenses. The commission will reimburse for 80% of total project costs up to a maximum amount of $513,630 for Program Support & Administration, Short Range Transportation Planning, Long Range Transportation Planning, and Geographic Information Systems items listed in the UPWP. The commission will reimburse for 100% of total project costs up to a maximum amount of $157,433 for Safety Planning items listed in the UPWP. The City will pay 20% of the project costs incurred to a maximum of $128,407 to draw down the Federal assistance.

BACKGROUND
This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for Federal Transportation Planning Assistance. The purpose of this agreement is to allow the Joplin Metropolitan Planning Organization (whereas the City of Joplin is the designated recipient of the assistance) to receive monetary support to complete transportation planning duties and projects that are eligible for federal financial assistance. The 2025 Unified Planning Work Program (UPWP) lists the planning projects that will be conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) is the designated MPO with the responsibility of providing transportation policy and oversight of the federal transportation planning process for the Joplin region.

FUNDING SOURCE
Federal Consolidated Planning Grant Funds $671,063 & Joplin Transportation Sales Tax (match) $128,407.

RECOMMENDATION
City staff recommends approval of this Council Bill.

JOPLIN AREA

Transportation Study Organization

Fiscal Year 2025 Unified Planning Work Program

Approved by the JATSO Policy Board on September 26, 2024

Introduction

Purpose

The Joplin area transportation planning process is an on-going work effort that constitutes the planning work activities developed by the Joplin Area Transportation Study Organization (JATSO) staff. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the Metropolitan Transportation Plan (MTP). The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements are mandated by the Bipartisan Infrastructure Law (BIL).

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code. The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The JATSO organization is governed by the JATSO Policy Board that consists of six members from the City of Joplin, and one member from each of the following organizations: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County. The Harry S. Truman Coordinating Council is the local regional planning commission and represents smaller villages and unincorporated areas on the JATSO Policy Board. The organization and responsibilities of the various agencies involved in the metropolitan transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

Funding for the UPWP

Funding for the UPWP comes from these sources: FHWA, FTA, the City of Joplin, and local jurisdictions, as applicable. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source except where jurisdictions are completing individual planning projects.

Planning Factors

The Federal transportation planning regulations require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for consideration and implementation of projects, strategies, and services that will address the following ten factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;

2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
10. Enhance travel and tourism.

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law. MAP-21 transformed federal transportation grant programs by establishing new requirements for performance management and performance-based planning and programming to ensure the most efficient investment of federal transportation funds. The Fixing America's Surface Transportation Act (FAST Act) was signed into law in 2015 and continued the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. BIL was signed into law in 2021 which provided for continuation of these requirements. More guidance is expected to come out under BIL. In implementing MAP-21 and the FAST Act, State Departments of Transportation (DOTs), MPOs, and providers of public transportation must

- establish performance targets that reflect the measures;
- report on progress towards achieving those targets; and
- develop performance-based plans that implement a performance-based approach to planning and programming.

On December 30, 2021, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) offices of Planning jointly issued updated Planning Emphasis Areas (PEAs). JATSO considers these PEAs during the task development process of the Unified Planning Work Program (UPWP).

Eligible Work Activities

There are multiple work activities that are considered eligible for federal transportation planning funds. Eligible work activities must support the JATSO regional transportation planning process.

Public Participation Plan

The purpose for the Public Participation Plan (PPP) adopted in 2016 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs. The PPP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. See Table 1 for the comment periods required for various MPO work products. A paper copy of the PPP can be acquired at Joplin City Hall, Metropolitan Area Public Transit System (MAPS) office, Webb City City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. Electronic copies of the PPP, Title VI Plan,

and Limited English Proficiency Plan can be found on the City of Joplin website at this link: Public-Participation-Plan (joplinmo.org).

FY 2025 Program Goals

The annual transportation planning program begins on November 1, 2024, and continues through October 31, 2025. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2025, JATSO's goals are:

1. Increase community engagement by using the JATSO website, social media, and other online tools to reach as many residents of the JATSO planning area as possible.
2. Maintain and amend the 2022-2025 JATSO TIP in accordance with state and federal standards as necessary.
3. Produce the 2026-2029 JATSO TIP in accordance with state and federal standards.
4. Assess the active transportation network in the JATSO metropolitan planning area (MPA) to find creative opportunities to increase network connectivity and ease of use.
5. Continue to improve the operational and technical capacity of the JATSO metropolitan transportation planning process.
6. Update JATSO's Public Participation Plan (PPP).
7. Update JATSO's Metropolitan Transportation Plan (MTP) due February 2026.

Task 1 – Program Support and Administration

Objective

JATSO staff will manage the transportation planning program for the metropolitan planning area, conduct public meetings, develop, and administer the UPWP, and attend professional development and training events.

Status

This task is on-going with activities occurring on a day-to-day or on-demand basis.

FY 2024 Work Items Completed

- Amend FY 2024 UPWP as needed
- Submitted UPWP quarterly progress reports and invoices to MoDOT
- Developed the FY 2025 UPWP
- Conducted public meetings
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT
- Participated in several webinars and Zoom meeting with FHWA and MoDOT

FY 2025 Work Items

- Develop the FY 2026 UPWP
- Make any necessary amendments to the FY 2025 UPWP
- Update the Public Participation Plan (PPP)
- Plan and conduct public meetings in accordance with the PPP
- Maintain and update the JATSO website
- Monitor and update planning documents
- Prepare and transmit quarterly progress reports and invoices to MoDOT
- Participate in MoDOT's district and statewide planning partner activities
- Participate in trainings, webinars, and conferences related to transportation planning as they become available
- Improve office equipment, computer systems, and software as needed.

Public Participation

Any adoption of a UPWP or UPWP amendment will comply with JATSO's Public Participation Plan. This requires a seven (7) day public comment period prior to JATSO meetings and any updates to the UPWP. A news release will be issued and posted to the JATSO webpage in advance of the public meeting.

FY 2025 End Products

- FY 2026 UPWP
- Updated PPP
- Any necessary amendments to the FY 2025 UPWP
- Four (4) quarterly progress reports and invoices submitted to MoDOT
- Meeting attendance and coordination with MoDOT

Schedule for Completion

This work is ongoing throughout the fiscal year.

Task 1 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$123,380	$98,704	$24,676
Travel Expenses	$2,000	$1,600	$400
Conferences and Seminars	$1,000	$800	$200
Dues and Memberships	$1,100	$880	$220
Office Equipment & Supplies	$500	$400	$100
Total	$127,980	$102,384	$25,596

Task 2 – Short Range Transportation Planning

Objective

JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's metropolitan transportation plan. JATSO updates its TIP every other year.

Status

Staff developed the FY 2022-2025 TIP during FY 2021 for approval by the JATSO Policy Board. FY 2024 work on the TIP included updates and amendments. FY2025 will see the development of the FY2026-2029 TIP.

FY 2024 Work Items Completed

- Maintained and monitored the projects in the JATSO FY 2022-2025 TIP
- Updated the 2022-2025 TIP as needed
- Prepared the FY 2023 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Voted to support MoDOT performance targets
- Incorporated target measures into the TIP and MTP

FY 2025 Work Items

- Prepare and adopt the FY 2026-2029 TIP
- Amend the FY 2022-2025 TIP as needed
- Prepare the FY 2024 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Incorporate performance measures and targets into the TIP and MTP as needed
- Plan and coordinate projects that support JATSO transportation infrastructure
- Conduct Public Meetings for TIP adoption and amendments in accordance with the Public Participation Plan

Public Participation

Prior to adopting a TIP, a public meeting will be held by the Policy Board. A news release will be issued and posted to the JATSO webpage fourteen (14) days in advance of the public meeting. TIP amendments will have a public comment period of seven (7) days. The public is encouraged to formulate comments regarding the TIP document.

FY 2025 End Products

- Board approved FY 2026-2029 TIP
- FY 2024 Annual Listing of Obligated Projects

Schedule for Completion

Activities will be on-going from November 1, 2025, through October 31, 2026

Task 2 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$42,913	$34,330	$8,583
Total	$42,913	$34,330	$8,583

Task 3 – Long Range Transportation Planning

Long range transportation planning's purpose is to prepare for the long-term health and growth of the regional transportation system, both motorized and non-motorized. This includes JATSO's Metropolitan Transportation Plan (MTP) and Bicycle and Pedestrian Plan (BPP). Additional tools, studies, and plans that pertain to long-range transportation planning are found in Task 3.

Status

Transportation needs in the JATSO planning area continue to evolve and require more data and tools to provide for transportation planning needs. Two additional studies or assessments are planned for FY 2025.

FY 2024 Work Items Completed

- Completed Active Transportation Assessment.
- Webb City maintenance assessment completed using other funding sources.
- Paid Aerial photography agreement invoices paid.
- Executed Origin and Destination Study agreement.

FY 2025 Work Items

- Complete Origin and Destination study.
- Update the Metropolitan Transportation Plan (MTP)

Public Participation

JATSO will work with the consultants on all projects to create robust public engagement plans that comply with the PPP.

FY 2025 End Products

- Completed Origin and Destination Study
- Updated Metropolitan Transportation Plan (MTP)

Schedule for Completion

The Origin and Destination Study and Metropolitan Transportation Plan (MTP) are expected to be completed by the end of FY 2025.

Task 3 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$42,913	$34,330	$8,583
Metropolitan Transportation Plan update	$200,000	$160,000	$40,000
Origin and Destination Study	$136,000	$108,800	$27,200
Total	$378,913	$303,130	$75,783

Task 4 – Transit Planning

Objective

The JATSO staff will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. JATSO staff will conduct long and short-range transit planning responsibilities.

Status

JATSO staff continues with program support and administration.

FY 2024 Work Items Completed

- JATSO staff monitored the MAPS and collected data and information.
- JATSO staff monitored the Sunshine Lamp Trolley system.
- JATSO staff planned for the development of a transfer station and updated trolley routes.

FY 2025 Work Items

- The JATSO staff collects and records transit data and information and reports the data findings to local, state and federal government agencies.
- The JATSO staff use data and information to complete short and long-range planning responsibilities.
- The JATSO staff monitors and analyzes Sunshine Lamp Trolley system.
- Review transit targets and update Transit Asset Management (TAM) Plan if necessary.
- Review Public Transit Agency Safety Plan (PTASP) and update Safety Goals if necessary.

Public Participation

The JATSO staff will hold public meetings and gather input in accordance with the Public Participation Plan.

FY 2025 End Products

- The JATSO staff assist develop planning activities for daily operations of MAPS.
- The JATSO staff provides MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion

Activities will be on-going from November 1, 2024, through October 31, 2025.

Task 4 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$92,700	$74,160	$18,540
Total	$92,700	$74,160	$18,540

Task 5 – Geographic Information Systems

Objective

JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local agencies to update and create databases and collect and input data into the JATSO's GIS.

Status

The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into JATSO's GIS databases as it becomes available.

FY 2024 Work Items Completed

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.
- ArcMap software license was renewed through ESRI
- Maintained and updated GIS layers used by JATSO, MAPS, the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee
- Maintained the GIS website

FY 2025 Work Items

- Maintain and update GIS layers used by JATSO, MAPS, HSTCC, and member local governments and agencies
- Renew annual ESRI ArcMap license
- Maintain the GIS website

FY 2025 End Products

- Updated and maintained GIS layers
- Updated ArcMap software license

Schedule for Completion

Activities will be on-going from November 1, 2024, through October 31, 2025.

Task 5 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$76,231	$60,985	$15,246
ESRI License Update	$16,000	$12,800	$3,200
Total	$92,231	$73,785	$18,446

Task 6 – Safety Planning

Objective

JATSO staff will work on projects, plans, and other priorities specifically to address safety issues in our planning area. This task is utilizing the 2.5% set aside of Safe and Accessible Transportation Options Planning funds for JATSO. The amount of the 2.5% set aside will be $5,177 for FY 2025. The work items listed in Task 6 meet the eligibility requirements of Safe and Accessible Transportation Options Planning and will be 100% funded with set aside and CPG funds. No local match is required.

Status

JATSO is currently planning on additional planning activities that address safety throughout the planning area.

FY 2024 Work Items Completed

- Complete Streets Committee
- Complete Streets Training for elected officials and for the Complete Streets Committee
- Active Transportation Plan approved by Council
- First part of the safety study for the JATSO area is complete.

FY 2025 Work Items

- Include and meet with Complete Streets Committee on projects as needed
- Conduct 2nd part of safety study of JATSO area, meeting Action Plan requirements under the Safe Streets and Roads for All (SS4A) grant.

FY 2025 End Products

- Complete Streets Committee being involved with transportation projects as appropriate and as needed.
- Development of Comprehensive Safety Action Plan complete for JATSO area, meeting Action Plan requirements of SS4A grant.

Schedule for Completion

Activities will be on-going from November 1, 2024, through October 31, 2025.

Task 6 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$32,433	$32,433	$0
Complete Streets Training	$5,000	$5,000	$0
Safety Plan	$120,000	$120,000	$0
Total	$157,433	$157,433	$0

Financial Summary Tables

Task Funding Breakdown

Task	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds	Total
Program Support and Administration	$102,384		$25,596	$127,980
Short Range Transportation Planning	$34,330		$8,583	$42,913
Long Range Transportation Planning	$303,130		$75,783	$378,913
Geographic Information Systems	$73,785		$18,446	$92,231
Safety Planning	$152,256	$5,177	$0	$157,433
Total	$665,885	$5,177	$128,407	$799,470

Task	5307 Funds	Local Funds	Total
Transit Planning	$74,160	$18,540	$92,700

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds 80%	$513,630
Consolidated Planning Grant Funds 100%	$157,433
5307 Funds	$74,160
Local Match	$146,948
Total Funds Allocated	$892,171

CPG Balance Tracking

JATSO CPG Balance Tracking	
CPG Balance as of 7/10/24	$553,379
Estimated FY 2025 allocation	$268,908
Remaining FY 2023 CPG Funds to be expended	$(125,000)
CPG Funds Programmed for FY 2025	$(671,062)
Remaining Unprogrammed Balance	$26,225

JATSO Information

Organizational Chart

- Robert Lolley, Transportation Planner (1.0 FTE)
- Gina Thompson, Transit Director (1.0 FTE)
- John Gilligan, GIS Coordinator (0.8 FTE)
- Troy Bolander, MPO Staff Director (0.5 FTE)
- Johan Bullington, Planning and Development Assistant Director (0.25 FTE)
- Mallory Wicklund, Finance Budgeting (0.25 FTE)
- Vacant, Administrative Assistant (0.25 FTE)
- Dakota Rusk, Traffic Engineer (0.25 FTE)
- Dan Johnson, Public Works Director, JATSO Board Chairman (0.1 FTE)
- Jeremy Hagerman, Public Works Assistant Director (0.1 FTE)
- Chad Weller, Public Works Director of Operations (0.1 FTE)
- Rob Beachner, Engineering Project Manager (0.1 FTE)

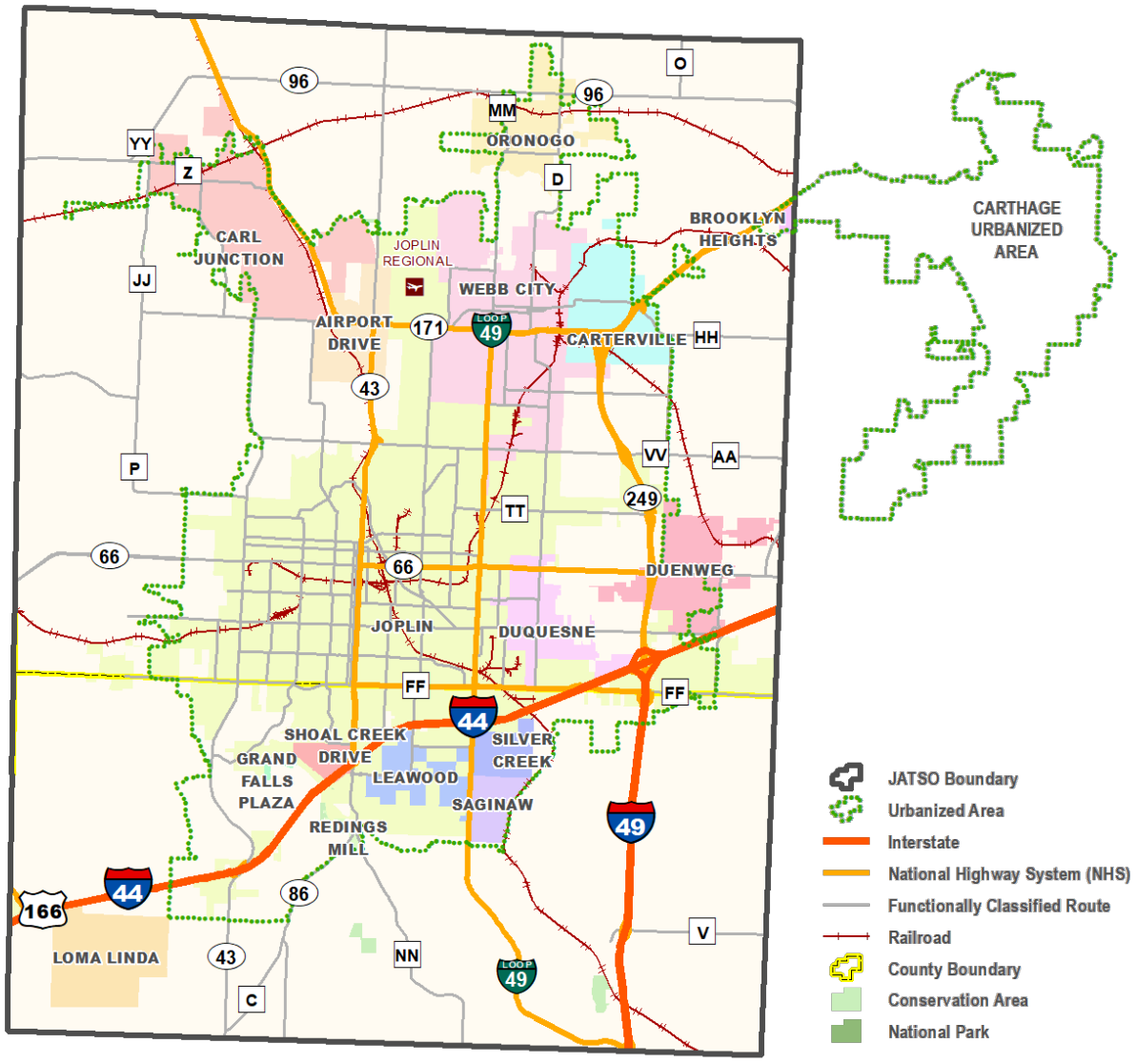
Employee	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6
Robert Lolley	X	X	X			X
Gina Thompson				X		
John Gilligan					X	
Troy Bolander	X	X	X		X	X
Johan Bullington	X	X	X			X
Mallory Wicklund	X					
Vacant, Admin. Asst.	X					
Dakota Rusk	X	X	X			X
Dan Johnson	X	X	X			X
Asst. P.W. Dir, Jeremy Hagerman	X	X	X			X
Chad Weller	X	X	X			X
Rob Beachner	X	X	X			X

Members

Name	Agency	Title
Dan Johnson*	City of Joplin	Director of Public Works; Chair
Troy Bolander*	City of Joplin	Director of Planning; Vice Chair
Chad Weller	City of Joplin	Assistant Director of Public Works – Operations
Jermey Hagerman*	City of Joplin	Assistant Director of Public Works – Engineering
Bart Starkey*	City of Joplin	Airport Manager
Gina Thompson*	City of Joplin	Transportation Coordinator
Carl Francis*	City of Webb City	City Administrator
Steve Lawver*	City of Carl Junction	City Administrator
Carrie Campbell*	Harry S. Truman Coordinating Council	Executive Director
Marvin Morris*	Missouri Department of Transportation	Area Engineer
Darieus Adams*	Jasper County	Commissioner
Daniel Swem*	Newton County	Commissioner
Frank Miller	Missouri Department of Transportation	Southwest District Planning Manager; Alternate
Will Cline	Harry S. Truman Coordinating Council	Transportation Planner; Alternate
Dakota Rusk*	City of Joplin	Traffic Engineer; Alternate

Voting Members *

JATSO Boundary Map



CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 08/24 (RSV)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense both the above-named funds to accomplish metropolitan transportation planning in the Joplin urbanized area; and

WHEREAS, the Grantee has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Joplin urbanized area and to receive and expend the above-named funds on its behalf; and

WHEREAS, the Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above-named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the Grantee, and the United States Department of Transportation (hereinafter, "USDOT"), describing the purposes and funding of all program components to be annually accomplished under this Agreement.

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

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section

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5303. The amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

(2) SCOPE OF WORK AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget or scope of services (Appendix A).

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, and FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

> "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use the data and results for whatever purpose.

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(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION: The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2024 and extend to October 31, 2025. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of $ 671,063 defined as consolidated planning funds.

1. The Commission will pay for eighty percent (80%) of the total project cost, up to a maximum amount of $513,630 for planning activities performed under 23 U.S.C. Sections 104(d) and 134 and 49 U.S.C. Section 5303. For the consolidated planning funds, the local matching share may be either cash or direct cost

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match or a combination of both.

2. The Commission will pay for one hundred percent (100%) of the total project cost, up to a maximum amount of $157,433 for eligible activities under the set-aside for planning activities to increase safe and accessible transportation options under 23 U.S.C. Sections 104(f) and 134.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including 2 C.F.R. Part 200, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate will be specified in Appendix A.

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5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and chargeable as such:

1. Salaries and fringe benefits.

2. Other non-salary expenses directly related to the completion of the work program activities, such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long-distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was overcompensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made. The parties, acting through their authorized representatives, may also arrange for the electronic transfer of funds instead of a physical check.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: If the Grantee receives $1,000,000 or more per year total of all Federal assistance from all sources including Federal funds

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under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*." A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee obtains less than $1,000,000, the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

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

(13) TERMINATION OF AGREEMENT:

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(A) Non-Performance: If Grantee shall for any cause fail to perform any of the provisions of this Agreement or fail to complete any of the work described in this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission’s chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

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

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

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

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

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

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

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

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes,

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executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that it in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FHWA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in

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the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq*.).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FHWA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

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

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FHWA and FTA under 23 U.S.C. Sections 104(f) and 134 and 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FHWA. It is

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further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered* Transaction as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals $5,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 2 C.F.R. Part 200 and Missouri statutes.

(B) Purchases costing less than $5,000 are not subject to 2 C.F.R. Part 200 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business

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enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding $250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

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(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require a written request for approval and include the anticipated amount of overruns on other program components.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

(31) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(33) ENGINEER: As provided in this Agreement, “Engineer” means the Chief Engineer or any other authorized representative of the Commission. Where the specific term “Chief Engineer” is used, it shall mean the Chief Engineer exclusively.

(34) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by

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assignment or notation without the prior written consent of the Commission.

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

(36) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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[Remainder of Page Intentionally Left Blank]

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

Executed by the Grantee on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

GRANTEE

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

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Appendix A

Financial Summary Tables

Task Funding Breakdown

Task	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds	Total
Program Support and Administration	$102,384		$25,596	$127,980
Short Range Transportation Planning	$34,330		$8,583	$42,913
Long Range Transportation Planning	$303,130		$75,783	$378,913
Geographic Information Systems	$73,785		$18,446	$92,231
Safety Planning	$152,256	$5,177	$0	$157,433
Total	$665,885	$5,177	$128,407	$799,470

Task	5307 Funds	Local Funds	Total
Transit Planning	$74,161	$18,540	$92,701

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds 80%	$513,630
Consolidated Planning Grant Funds 100%	$157,433
5307 Funds	$74,161
Local Match	$146,948
Total Funds Allocated	$892,171

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COUNCIL BILL NO. 2024-289 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2024, through October 31, 2025, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City; and setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide the reimbursement of six hundred seventy-one thousand, sixty-three dollars and 00/100 dollars ($671,063.00) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section
5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That this Council Bill shall have an effective date of October 22, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2024, by a vote of_____.

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney