

ADAIR COUNTY COMMISSION MINUTES

TUESDAY, JUNE 9, 2015

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determinations of value are to be the sole responsibility of Contractor.

(23) **NONDISCRIMINATION ASSURANCE:** With regard to work under this Agreement, the Contractor agrees as follows:

(A) **Civil Rights Statutes:** The Contractor 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 Contractor is providing services or operating programs on behalf of the Department or the County, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

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

(C) **Nondiscrimination:** The Contractor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 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 Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

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

(F) **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Contractor complies; and/or

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

(G) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 23 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the County or the United States Department of Transportation. The Contractor will take such action with respect to any subcontract or procurement as the County or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(24) **STATUS AS INDEPENDENT CONTRACTOR:** The parties agree that Contractor, as an independent contractor, is responsible for obtaining and maintaining adequate insurance coverage, at no cost to County, for workers' compensation, general liability, automobile liability, professional liability, and any other insurance required by law or deemed necessary by Contractor.

(25) **CERTIFICATE OF APPRAISER:** Contractor shall execute and affix a copy of the Certificate of Appraiser to each copy of the appraisal report as prepared by authority of this Agreement. A copy of the certificate is attached to the appraisal instructions.

(26) **WORK PRODUCT:** All documents, reports, exhibits, drawings, etc. prepared by the Contractor under this Agreement, or in performance of services hereunder, shall be delivered to and become the property of the County upon termination of this Agreement or completion of any study authorized under the terms of this Agreement. The Contractor may retain copies of all drawings and documents for its files.

(27) **EXECUTIVE ORDER:** The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

(A) By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the County has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the County reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.


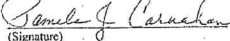
(28) **INCORPORATION OF PROVISIONS:** The Contractor shall include the provisions of paragraph 27 of this Agreement in every subcontract. The Contractor shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance.


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

Executed by the Contractor this 4th day of May, 2015.


Executed by the County this 9th day of June, 2015.

COUNTY OF  (Signature) Title: <u>Presiding Comm</u>	CONTRACTOR  (Signature) Pamela J. Carnahan, Principal
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ATTEST: 
 County Clerk


 Presiding Commissioner