

RESOLUTION NO. 4077


A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A STATE MAINTAINED ROUTE CONSTRUCTION AGREEMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Montana Department of Transportation will be constructing certain improvements to the I94 interchange at Haynes Avenue, and desires to enter into an agreement with the City governing certain City and State obligations pertaining to the construction and maintenance of the highway; sidewalks along the route; signage and speed limits; parking; lighting; and other matters related to the route being constructed, improved and maintained.

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

1. The "STATE MAINTAINED ROUTE CONSTRUCTION AGREEMENT," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 11TH DAY OF JULY, 2017.


John Hollowell, Mayor

ATTEST:


Lorrie Pearce, City Clerk

STATE MAINTAINED ROUTE CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation, hereinafter called the "State" or "Department", and the City of Miles City, a Montana Municipal Corporation, hereinafter called the City.

WITNESSETH THAT:

THE PURPOSE OF THIS AGREEMENT IS TO SET FORTH THE RESPONSIBILITIES AND DUTIES OF THE STATE AND THE CITY WITH RESPECT TO A FEDERAL AID HIGHWAY AND ADJACENT PEDESTRIAN FACILITIES PROJECT WITHIN THE CITY OF MILES CITY, MONTANA.

I. WHEREAS, the State proposes to construct and/or reconstruct a certain highway AND ADJACENT PEDESTRIAN FACILITIES (SIDEWALKS) in and through the City, the construction being known as Federal Aid Project No. IM-NHPB 94-4(83)138, also known as Broadus Interchange – Miles City, and

WHEREAS, the construction will be over and upon Route N-23 (South Haynes Avenue) in the City of Miles City, beginning at approximately station 64+00 and extending southerly ending at station 74+90; the project also includes Interstate 94 generally between the Cemetery Road underpass bridge structures at RP 137.5 (station 378+00) and extending easterly approximately 1.0 mile to the Love Street underpass tunnel structure at approximately RP 138.5 (station 430+00), and

WHEREAS, the State desires to receive Federal funds to construct the highway, and

WHEREAS, in accordance with the State's agreement with the Federal Highway Administration (FHWA) of the U. S. Department of Transportation, the State must ensure that certain requirements are met in order for the State to fulfill its obligations to the FHWA and for the project to be eligible for federal funds. Accordingly, the State includes federal requirements, which are among those hereinafter set forth, for this project, and the City agrees to them, and

WHEREAS, this document must be duly executed and on record with the State and FHWA before the work contemplated can be awarded to contract, and

WHEREAS, the City hereby concurs in the designation of the highway which was designated under Section 60-2-110, MCA, and

WHEREAS, the City desires to have the construction done, the City deeming it to be a valuable and beneficial consideration,

II. NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AT STATE EXPENSE, THE STATE AGREES TO DESIGN THE PROJECT, LET IT TO CONTRACT AND ADMINISTER THE CONTRACT FOR CONSTRUCTION AND WILL PERFORM ALL THE REMAINING FUNCTIONS AND DUTIES AND RESPONSIBILITIES SET FORTH HEREIN IN EXCHANGE FOR WHICH THE CITY AGREES THAT UPON COMPLETION OF THE PROJECT, DEEMING THE CONSTRUCTION A GOOD AND VALUABLE CONSIDERATION, IT WILL PERFORM ALL OF THE FUNCTIONS AND DUTIES AND RESPONSIBILITIES SET FORTH IN THIS AGREEMENT. THE DUTIES AND RESPONSIBILITIES OF EACH PARTY TO THIS AGREEMENT ARE LIMITED TO THE PROJECT AREA FROM ROUTE N-23 (SOUTH HAYNES AVENUE) IN THE CITY OF MILES CITY, BEGINNING AT APPROXIMATELY STATION 64+00 AND EXTENDING SOUTHERLY ENDING AT STATION 74+90 AS SHOWN ON **EXHIBIT B**.

(A) The City agrees to conform in all regards to Chapter 8 of Title 61, MCA, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Chapter 8 of Title 61, MCA, with specific reference, but not limited to, the following matters:

(1) Installing any signs, signals, or markings not in conformance with the Standards approved by the FHWA pursuant to 23 USC §109(d).

(2) Establishing a speed limit less than twenty-five (25) miles per hour in any urban district on the highway.

(3) Establishing a speed limit of less than thirty-five (35) miles per hour outside an urban district on the highway. The City will modify or alter such established speed limits on the highway after a traffic and engineering investigation is made at the request of the State.

(4) Erecting any markings, sign, signal or traffic control device that will give preference to local routes which intersect with the highway and no sign, signal or traffic control device will be erected or constructed, nor shall the establishment or modification of any speed zone, parking regulation or traffic marking which will affect traffic on the highway be made without express written permission of the State, and then only after proper traffic and engineering study indicates that such markings, sign, signal or traffic control device is required.

(5) Erecting any lighting on the highway without express written permission of the State, and then only after proper traffic and engineering study indicates that such lighting devices are required. The plans for such lighting installation shall be approved by the State before erection.

(6) Not requiring the stopping of all traffic at all intersecting streets, alleys and driveways before entering the highway. Where the City considers that such traffic control creates a hazardous situation, it will request a traffic and engineering study by the State. The State, after the study, may authorize express written modifications in the traffic control devices as may be in the public interest from a safety and convenience standpoint.

(7) Prohibiting parallel parking on the highway; and

(8) Allowing stopping, standing or parking of a vehicle in a place prohibited by §61-8-354, MCA.

(9) For lighting projects inside of incorporated municipalities, the cost of operation and maintenance of the lighting shall be paid by the State; however, where an existing lighting district, which is paid for by a city, town or special improvement district, is replaced or upgraded, the city, town or special improvement district shall continue paying the amount of the previous payments toward the cost of operation and maintenance of the new or revised lighting system. If and when the cost of energy or maintenance is raised by the utility company, the city, town or special improvement district shall pay their proportionate share of the rate increase.

(B) The State, after a traffic and engineering investigation of any speed zone, parking regulation or traffic control device, may require the City to modify or remove such existing speed zone, parking regulation or traffic control device upon the highway.

(C) The State will retain the authority and responsibility for issuing approach and encroachment permits onto, upon or over right-of-way of the highway by anyone.

(D) Should the City incorporate beyond the present City limits, and such newly annexed area include portions of this Federal Aid Project not now within the City limits, then this agreement, by reference herein, will also apply to the newly annexed area.

(E) The City has reviewed and approved the plans.

(F) The City will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operation of the improvements as planned.

(G) All signs required to enforce City ordinances shall be maintained by the City.

(H) Landscaping and Right of Way ("R/W") maintenance

(1) The State will construct the landscaping elements as shown on the States construction plans (**Exhibit B**) in the center islands for both the north and south roundabouts.

(2) North Roundabout: The center island will consist of a metal life-sized horse sculpture, wagon wheel shape consisting of red scoria (lava rock) for the spokes

with grey landscaping rock for the area between the spokes, and will include up-lighting to highlight the sculpture. The City will provide the horse sculpture for installation by MDT's contractor.

(3) South Roundabout: The center island will consist of a metal rocking MC symbol attached to a decorative fake rock along with a wagon wheel shape consisting of red scoria (lava rock) for the spokes with grey landscaping rock for the area between the spokes, and will include up-lighting to highlight the symbol. The City will provide the decorative rocks with the rocking MC symbol attached for installation by MDT's contractor.

(4) Upon completion of and in consideration for the project, and at no additional cost to the State, the City agrees to assume responsibility for and control of maintenance of both the north and south roundabout center islands.

(5) For purposes of the center islands maintenance, "maintenance" means maintaining the landscaping as constructed, including debris removal and minor repairs. In case of damage or vandalism to the landscaping requiring repairs, the City and State will discuss implementation of the appropriate repairs. The state is not responsible to replace any part of the landscaping, sculptures, and fake rocks due to vandalism or auto collision.

(6) The State may remove the horse sculpture or decorative rock when, in the State's opinion, it poses a threat to public safety.

(7) MDT is responsible for payment of the electricity costs for the up-lighting in the center islands of both roundabouts.

(8) MDT intends to acquire a public R/W as an easement in the name of the city on the existing access street that goes from Haynes Ave to Motel 6 (**See Shaded Area - Exhibit C**). The City agrees to assume responsibility and maintenance of this access street after construction is complete. MDT will reconstruct this access street with the overall project as shown in the attached plans.

(I) Sidewalk Maintenance.

(1) Upon completion of and in consideration for the project, and at no additional cost to the State, the City agrees to assume full responsibility for and control of maintenance of the sidewalks bordering the project, except that the State is responsible for the maintenance of sidewalks and pedestrian/bike facilities on bridges, overpasses and related facilities. Specifically, the City will maintain or cause to be maintained the sidewalks adjacent to both sides of Route N-23 (South Haynes Avenue) in the City of Miles City, beginning at approximately station 64+00 and extending southerly ending at station 74+90. The City may, in its discretion, enforce state laws and its local ordinances, if any, to recover all costs associated with its sidewalk maintenance activities from persons or entities who own property adjacent to the sidewalks and/or who receive the

benefit of the maintenance performed.

(a) For purposes of this section, "Maintenance" means: removal of and/or surface repair of any obstacles or impediment to the safe and efficient use of the sidewalk by pedestrians, including removal of snow and ice, repair of chipped, fractured, or broken walk or curb from any cause including but not limited to frost, landscaping (tree roots), or permitted encroachments.

(b) The City may by ordinance or regulation impose landscaping and/or sidewalk construction responsibilities on property owners whose property abuts the state facility provided that any new sidewalk construction completed under the City authority on the highway right of way meets or exceeds the specifications and standards of the State including compliance with any state or federal handicapped access laws and regulations.

(c) For purposes of this agreement, "Maintenance" does not mean repair or replacement of any sidewalk segment six feet or more in continuous length which cannot be repaired without complete removal and replacement of the existing walk and subsurface base. Upon notice that a segment of sidewalk must be replaced, the State will take whatever steps necessary to complete the replacement within 120 days, (weather permitting), subject only to the temporary fix referred to in: l(2) below.

(d) In the event of a disagreement as to whether a sidewalk segment can be repaired or must be replaced, the parties agree that the issue will be resolved by agreement by the Public Works Director or his designee and the Department of Transportation Maintenance Administrator or his designee. If necessary, the Director of the Department of Transportation and the Mayor may be asked to resolve the issue.

(2) The parties agree that they have a joint and mutual interest to build and maintain the sidewalks in a safe manner. To that end there is a joint responsibility to inspect the sidewalks on a periodic basis, at least annually to discover any potential sections that require repair or replacement. Regardless of who identifies an area of potential harm, they shall immediately notify the other party to the agreement and shall jointly take whatever steps necessary to warn the users of the walk until such time as repair or replacement can be completed. In the event replacement is deemed necessary, temporary repairs may be performed until such time as reconstruction can be programmed and completed. In the event replacement or reconstruction is required, the State shall use any eligible state or federal funding to perform the work and upon completion notify the City after which the City once again is responsible for future maintenance.

(3) City agrees that the maintenance responsibility is in effect until the sidewalks are reconstructed as provided in paragraph (e), unless otherwise agreed to by the parties.

(4) If at any time, the City believes that the useful life of any of these sidewalks has come to an end - i.e., that complete reconstruction of these sidewalks is the most reasonable economic alternative - it shall promptly notify the State in writing of its determination and the engineering basis therefor. Upon receipt of the written notice, the State shall respond in writing within thirty (30) calendar days to the City's determination that complete reconstruction is the most reasonable economic alternative for continued maintenance or repair of a sidewalk. If, after notification, the State agrees that reconstruction of all of the sidewalk is the most reasonable economic alternative, the City's duty to maintain the sidewalk shall terminate. If, after notification, the State disagrees that reconstruction is the most reasonable economic alternative, the State may, within an additional thirty (30) calendar days, obtain another opinion from an independent engineer at State expense. If that engineer determines that reconstruction is the most reasonable economic alternative, the City's duty to maintain the sidewalks shall terminate until the reconstruction is completed or as otherwise agreed to by the parties. In the event of a disagreement as to whether complete reconstruction is the most reasonable economic alternative for continued maintenance or repair of a sidewalk the parties agree that the issue will be resolved by agreement by the Public Works Director or his designee and the Department of Transportation Maintenance Administrator or his designee. If necessary, the Director of the Department of Transportation and Mayor may be asked to resolve the issue.

(5) If, during its inspections, the City encounters a condition on the sidewalk that it believes is caused by a design or construction defect or by the negligent act or omission of a State agent or employee, the City will immediately notify the State of the existence and location of the defect and provide the State with a detailed explanation of the engineering basis for its belief that the condition is caused by a design or construction defect or the negligent act or omission of a State agent or employee.

(6) The State agrees to protect, indemnify, defend and save harmless the City against and from all claims, liabilities, demands, causes of action, judgments, and losses (including costs and attorney's fees incurred by the City in the defense thereof) to them arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising solely out of, or in connection with, a defect in the State's design or construction of the project (including, but not limited to, a defect in the State's construction or design of the sidewalks bordering the project as described above) or from the negligent or intentional act of Department employees that in any way interfere with or damage the maintenance work of the City.

The City agrees to protect, indemnify, defend and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments, and losses (including costs and attorney's fees incurred by the State in the defense thereof) to them arising in favor of or asserted by any person or entity (including, but not limited to, the City) on account of personal injury, death or damage to property arising, in whole or in part, out of, or in connection with, the maintenance of the subject sidewalks.

(7) This section does not supersede, discharge, or extinguish any prior agreement between the parties, nor will any future agreement between the parties supersede, discharge, or extinguish this agreement, unless by specific reference and in clear terms.

(J) The City will continue adequate engineering capabilities to ensure that a continuing traffic engineering function is carried out on the project.

III. The CITY, for itself, its assignees and successors in interest, agrees to comply with the provisions of **Exhibit A**, "MDT Nondiscrimination and Disability Accommodation Notice," which is attached hereto and incorporated by reference. The CITY is referred to as the "PARTY" in said **Exhibit**, and the City's duties and responsibilities are those duties and responsibilities of the "PARTY."

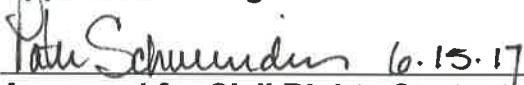
THE PARTIES UNDERSTAND AND AGREE THAT THE FAILURE OF EITHER PARTY TO PERFORM THE DUTIES AND RESPONSIBILITIES SET FORTH IN THIS AGREEMENT MAY BE DEEMED A MATERIAL BREACH OF THE CONTRACT FOR WHICH ANY AVAILABLE REMEDY PROVIDED BY LAW MAY BE ASSERTED IN THE DISTRICT COURT. IN ANY LEGAL PROCEEDING TO ENFORCE ANY PROVISION OF THIS AGREEMENT OR FOR BREACH OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND ATTORNEY'S FEES.

IN WITNESS WHEREOF, the State's authorized representative has signed on behalf of the State of Montana, and the Mayor of the City of Miles City, on behalf of the City, has signed and affixed hereto the seal of the City.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By  8/25, 2017
Administrator - Engineering Division

By 
Approved for Legal Content

By  6.15.17
Approved for Civil Rights Content

ATTEST:

CITY OF Miles City

By 
Lorrie Pearce, City Clerk

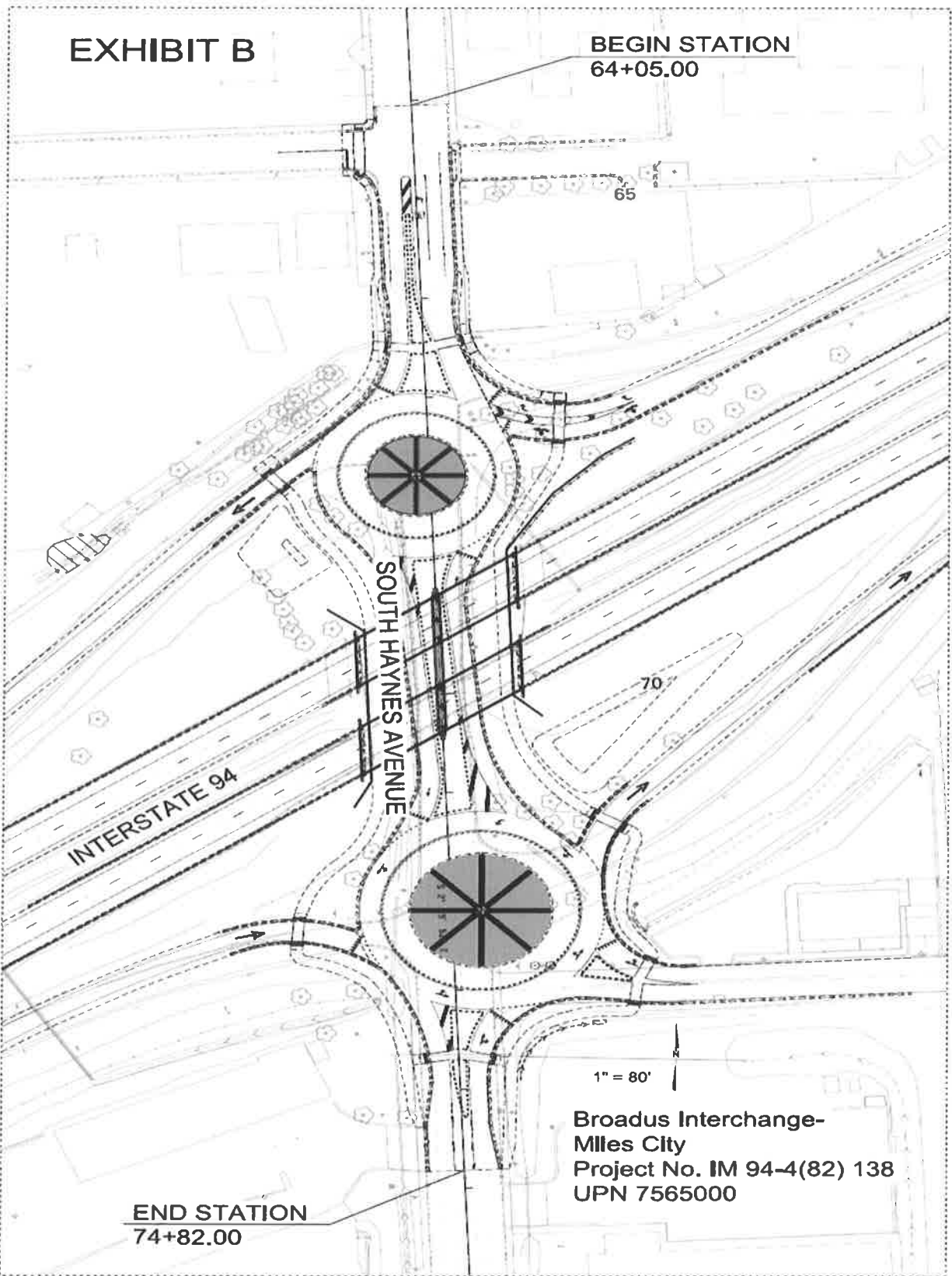
By 
John Hollowell, Mayor,

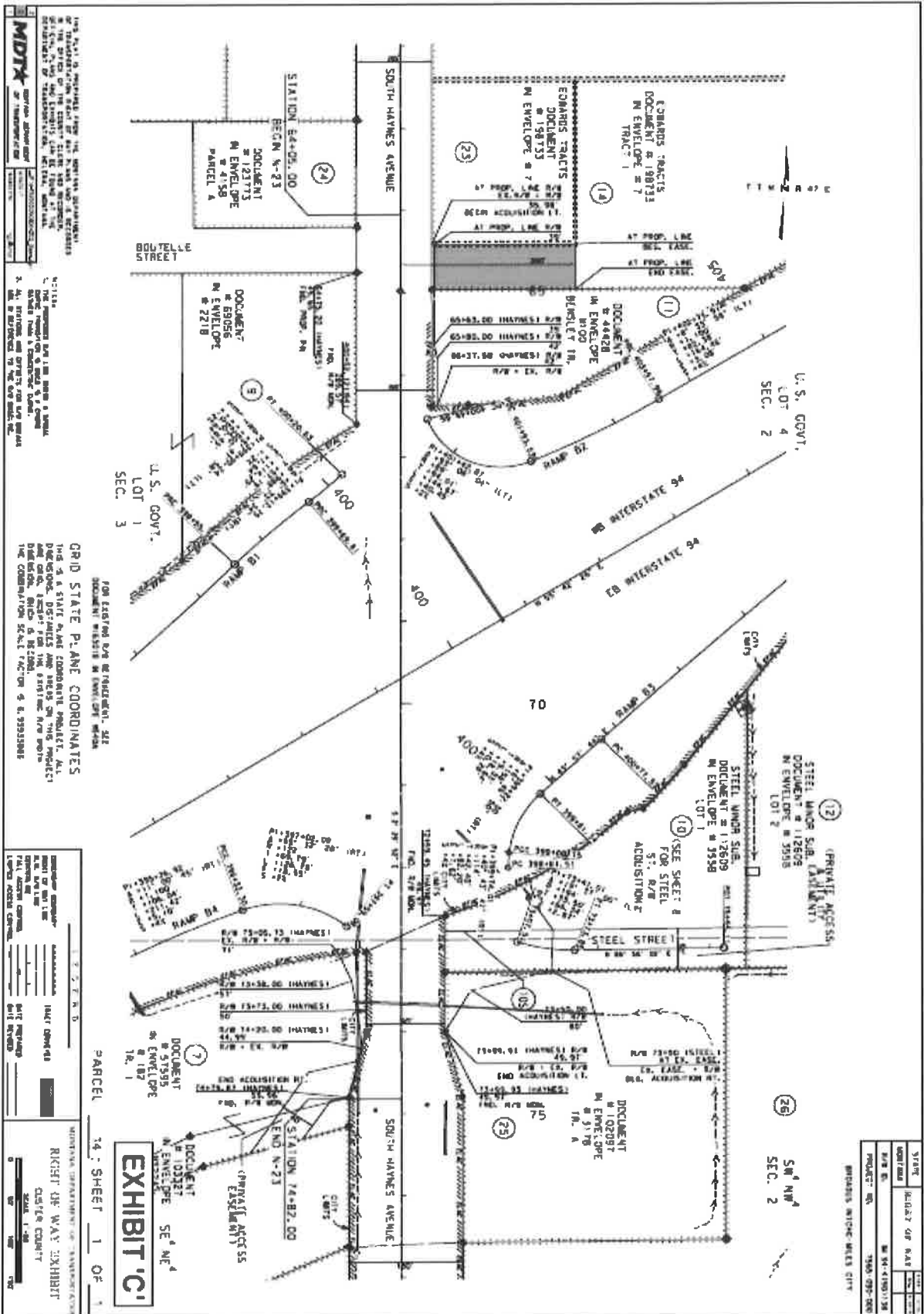
APPROVED AS TO FORM:

By 
Dan Rice, City Attorney

I, Lorrie Pearce, City Clerk of the City of Miles City, hereby certify that this agreement was regularly adopted by the City Council at a meeting held on the 11th day of July, 2017; and that the City Council authorized the City Mayor to sign this agreement on behalf of the City Council.


Lorrie Pearce, City Clerk





1. This Plan is prepared under the authority, jurisdiction, or transfer of title of the engineer, architect, or other professional person named on the title block of this plan and is not to be construed as a representation of the engineer, architect, or other professional person named on the title block of this plan.

NOTICE:
 1. THE ENGINEER AND ARCHITECT ARE NOT RESPONSIBLE FOR THE DESIGN OF THE STRUCTURES OR THE FOUNDATIONS THEREON.
 2. ALL STRUCTURES AND UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY ORDINANCES.

FOR EXISTING E/W REFERENCE, SEE DOCUMENT # 18218 IN ENVELOPE # 3558.
 GRID STATE PLANE COORDINATES:
 THIS IS A STATE PLANE COORDINATE SYSTEM. ALL DISTANCES, DIMENSIONS AND BEARS ON THIS PROJECT ARE GIVEN IN FEET AND DECIMALS THEREOF. THE COMBINATION SCALE FACTOR IS 0.9999988.

DATE	BY	REVISION

14 SHEET 1 OF 1
EXHIBIT 'C'
 RIGHT OF WAY EXHIBIT
 CLATSOP COUNTY

YEAR	2016
DATE OF PLAN	09/19/16
DATE	09/19/16
PROJECT NO.	1940-020-D02
WINDERS, NICHOLS CITY	

**EXHIBIT 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
- 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 statutes 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.