

AMENDMENT NUMBER ONE

AGREEMENT NUMBER 310717

This AMENDMENT, dated this 31st day of October , 2000, by and between the State of South Dakota, Department of Transportation, hereinafter referred to as the "STATE" and Rapid City Metropolitan Planning Organization, hereinafter referred to as the "MPO", and the City of Rapid City, South Dakota, hereinafter referred to as "CITY".

WHEREAS, the parties wish to amend the terms of this Agreement.

NOW, THEREFORE, it is mutually agreed between the STATE and the MPO and the CITY that the following provisions of this amendment be added to Agreement Number 310717:

CHANGES IN AGREEMENT

Changes in objectives and scope of the financial agreement must be approved prior to executing, in writing, by STATE. Requests for increases in study time or funding must be submitted to STATE before extra work is started. All increases in study time or funding require execution of a supplemental Agreement.

OWNERSHIP OF DATA

The ownership of data collected under this Agreement, together with summaries and charts derived therefrom, shall be vested jointly of those parties participating in this Agreement.

CIVIL RIGHTS

The MPO and CITY do agree to be bound by Exhibit 1 attached hereto and made a part hereof by reference thereto, said assurance being entitled, "EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION". MPO AND CITY agree to provide services in compliance with the Americans with Disabilities Act of 1990.

CODE OF CONDUCT

The MPO and CITY warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for the MPO and / or CITY, to solicit or secure the agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the MPO and / or CITY, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the agreement. For breach or violation of this warranty, the DOT shall have the right to annul the agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The CITY and MPO each certify, by signing this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Except as modified by this Amendment, the terms and conditions of the original agreement shall remain in full force and effect.

CITY OF RAPID CITY

City Finance Officer

Mayor

RAPID CITY METROPOLITAN PLANNING ORGANIZATION

STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

Executive Policy Committee Chair.

Ronald W. Wheeler, Secretary

Recommended by:

Approved as to form:

Leon Schochenmaier,
Director of Planning / Engineering

Assistant Attorney General

EXHIBIT 1

STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

STANDARD TITLE VI ASSURANCE

SEPTEMBER 1, 1997

TITLE VI - NONDISCRIMINATION:

During the performance of this contract, the CITY and MPO, for themselves, their assignees and successors in interest (each hereinafter referred to as the "Contractor") agree as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally or State assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Transportation Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts were made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the non-discrimination provisions of this contract, the State Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Transportation Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State Transportation Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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