



STANDARD TITLE VI NON-DISCRIMINATION ASSURANCES

Hardin County, (hereinafter referred to as the "*Recipient*") HEREBY AGREES THAT as a condition to receiving any financial assistance from the United States Department of Transportation [DOT] through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964, (42 U.S.C. §2000d et. seq., 78 Stat. 252), which prohibits discrimination on the basis of race, color, or national origin;
- 42 C.F.R. Part 21 (entitled Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 C.F.R. §50.3 (U.S. Department of Justice Guidelines for Enforcement of the Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations" respectively.

General Assurances

In accordance with the Acts, the Regulations and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity", for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration and the Texas Department of Transportation.

The Civil Rights Restoration Act of 1987, clarified the original intent of Congress, with respect to the Title VI and other non-discrimination requirements [The Age Discrimination Act 1975, and Section 504 of the Rehabilitation Act of 1973], by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to the Federally-assisted U.S. Department of Transportation programs:

1. The Recipient agrees that each "activity", "program" and/or "facility" as defined in subsection §§21.23(b) and 21.23(e) of 49 C.F.R. §21 will be (with regard to the "activity") facilitated, or will be (with regard to the "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. That the Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all U.S. Department of Transportation programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"Hardin County in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4), and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract altered into pursuant to this advertisement, disadvantaged and minority business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration/or an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient shall insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, uses, or improvements thereon, or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and all facilities operated in connected therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance shall extend to rights to all space on, over, or under such property.
7. The Recipient will include the appropriate clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and/or similar instruments entered into by the Recipient with other parties:
 - (a) for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - (b) for the construction, or use of or access to, space on, over, or under real property acquired, or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures, or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and all other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, Hardin County, also agrees to comply (and require any subrecipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and/or assignees to comply} with all applicable provisions governing the USDOT access to records, accounts, documents, information, facilities, and staff. It is also recognized that the Recipient must comply with any program or compliance reviews, and/or complaint investigation conducted by the USDOT. Said Recipient must keep records, reports, and submit the materials for review upon request to USDOT, or its designee in a timely, complete, and accurate way. Additionally, the Recipient must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Hardin County gives this ASSURANCE in consideration of, and for the purpose of, obtaining any and all Federal grants, loans, contracts, property, and/or discounts or other Federal- aid and Federal financial assistance extended after the date hereof to the Recipient by the U.S. Department of Transportation under all Department of Transportation programs. This Assurance is binding on Texas, other recipients, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and any other participants in all U.S. Department of Transportation programs. The person whose signature appears below is authorized to execute this ASSURANCE on behalf of the Recipient.

By: _____

Wayne McDaniel, County Judge
Authorized Official on behalf of Hardin County

Date: _____

Standard DOT Title VI Assurances

During the performance of this contact, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as "*contractor*") agrees to the following:

- [1] **Compliance with the Regulations:** The contractor (hereinafter includes "*consultants*") shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally Assisted programs of the U.S. Department of Transportation and the Federal Highway Administration, as they may be amended from time to time, 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, 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 the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR, Part 21.
- [3] **Solicitations for Subcontractors [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 Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- [4] **Information and Reports:** The contractor shall provide all information and reports required by the Acts, the Regulations, and/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 Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, directives, and instructions. 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

Recipient, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information in question.

- [5] **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Recipient will 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 said contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- [6] **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, or directives issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

Clauses for Deeds Transferring United States Property

A. The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or granting interest therein from the United States pursuant to the provision of Assurance 4.

Granting Clause

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that the Recipient, Hardin County, will accept title to the lands and maintain the project constructed thereon, in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance with and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to §2000d-4), does hereby remise, release, quitclaim, and convey unto Hardin County all the right, title, and interest of the U.S. Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

Habendum Clause

TO HAVE AND TO HOLD said lands and interests therein unto the Hardin County and its successors forever, subject, however, to the covenants, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures to be used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Hardin County, its successors and assigns.

Hardin County in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that:

- (1) no person shall on the grounds of race, color, or national origin, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, and

(2) that Hardin County shall use the lands and interests in lands, and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have the right to enter or re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction. *

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI of the Civil Rights Act of 1964.

Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Hardin County pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "*as a covenant running with the land*") that:

1. In the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc..) for a purpose for which a U.S. Department of Transportation program, facility, or activity, is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.,) shall maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of a breach of any of the above Nondiscrimination covenants, Hardin County shall have the right to terminate the [license, lease, permit, etc. and to enter or re-enter and repossess said lands and facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
- C. With respect to deeds in the event of a breach of any of the above Nondiscrimination covenants, Hardin County shall have the right to enter or re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Hardin County and its assigns. *

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI of the Civil Rights Act of 1964.

Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility, or Program

The following shall be included in all deeds, licenses, leases, permits, or similar instruments/agreements entered into by the Hardin County pursuant to the provisions of Assurance 7(b).

A. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add *"as a covenant running with the land"*] that:

(1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, and

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, and

(3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to licenses, leases, permits, etc., in the event of a breach of any of the above Nondiscrimination covenants, Hardin County shall have the right to terminate the [license, lease, permit, etc.] and to enter or re-enter and repossess said lands and facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

C. With respect to deeds in the event of a breach of any of the above Nondiscrimination covenants, Hardin County shall have the right to enter or re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Hardin County and its assigns. *

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX E

During the performance of this contact, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as “*contractor*”) agrees to comply with the following Nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et. seq., 78 Stat. 252), which prohibits discrimination on the basis of race, color, or national origin; and 49 CFR, Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601), which prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs or projects;
- Federal-Aid Highway Act of 1973 (23 U.S.C. §324 et. seq.), which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 et. seq.) as amended, which 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.), which prohibits discrimination on the basis of age;
- Airport and Airway Improvement Act of 1982 (49 U.S.C. §471, Section 47123), which 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 "program 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;
- Title II and III of the Americans with Disabilities Act, which prohibit 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 U.S. Department of Transportation regulations at 49 CFR, Parts 37 and 38;
- The Federal Aviation Administrator's Nondiscrimination Statute (49 U.S.C. §§47123), which 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 ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health and 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, the Recipient must take reasonable steps to ensure that LEP persons have meaningful access to said Recipients programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination in education programs and activities because of sex (20 U.S.C. §1681 et. seq.).