

ARKANSAS DEPARTMENT OF TRANSPORTATION

US DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION GRANT ASSISTANCE PROGRAMS

----- AGREEMENT FOR PUBLIC TRANSPORTATION GRANT ASSISTANCE PROVIDED UNDER

49 USC CHAPTER 53 PUBLIC TRANSPORTATION PROGRAMS

THIS AGREEMENT, entered into this _____ day of _____, 2017, by and between the Arkansas Department of Transportation, hereinafter referred to as "DEPARTMENT", and _____ hereinafter referred to as "SUBRECIPIENT", is for the specific purpose of providing public transportation services to meet the needs of individuals in the State of Arkansas, hereinafter referred to as "PROJECT".

WITNESSETH:

For and in consideration of the grant awards set forth in this Agreement and in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to set forth the terms and conditions under which the Department will provide Federal financial assistance, as authorized under 49 USC Chapter 53 to the Subrecipient to carry out the Project of providing capital assistance and public transportation services planned, designed, and carried out so as to meet the mobility needs of persons in the State of Arkansas.

2. **SCOPE OF PROJECT.** The Subrecipient will undertake and complete the Project as specified herein, in their grant application subject to such terms, conditions, requirements, and provisions set forth in this Agreement, or determined by the Department to be necessary or appropriate for purposes of carrying out the Federal Transit Administration (FTA) guidance on the administration of the capital and transit assistance program under 49 USC Chapter 53.

3. **PERIOD OF PERFORMANCE.** The Subrecipient will commence, carry on, and complete the Project, in a sound, timely, economical, and efficient manner for the duration of the Agreement period to commence on the date of execution and continue until the useful life of the capital equipment/facilities or the Project completion. The period of the useful life will be determined in accordance with Department's standard operating policy which follows the FTA program guidance, policies and procedures. Upon written authorization from the Department, this Agreement will be in force for one year. The Department, at its discretion may extend the Agreement for an additional four years to allow

for continued performance. The Subrecipient will carry on the tasks outlined in the current approved annual application for FTA public transportation assistance.

4. **STATEMENT OF FINANCIAL ASSISTANCE.** This Agreement is subject to a financial assistance Agreement between the Department, the State of Arkansas, the Federal Transit Administration, and the United States Department of Transportation.

5. **COST OF THE PROJECT.** Financial assistance for services performed under this Agreement shall be set forth and limited to the amounts contained in the annual letter of execution and approved budget, which is hereto referenced and made a part of this Agreement. The financial assistance authorized pursuant to this section shall not exceed eighty (80) percent of the net cost of eligible capital and administrative expenses, and shall not exceed fifty (50) percent of net operating costs. All direct and indirect Project costs shall be actual auditable costs incurred under this Agreement.

The Subrecipient shall bear the responsibility for all costs determined to be in the amount specified in the approved project budget. The Subrecipient shall initiate and complete all actions necessary to provide its share of the Project costs at, or prior to, the time such funds are needed to meet Projects costs. The Subrecipient may request reimbursement for approved Project costs by properly preparing and executing a request for reimbursement form to be supplied by the Department in the manner and format required. Requests for reimbursement with all required reports and supporting documentation shall be submitted on a monthly basis and no later than forty-five (45) days after each month. The Subrecipient shall submit a final claim for reimbursement within sixty (60) days of the Project's completion.

The Subrecipient shall bear the responsibility for all costs determined to be ineligible for Federal financial assistance and shall refund to the State such funds.

6. **THIRD-PARTY CONTRACTS.** Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any other agreement, amendment or change thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.

7. **PURCHASE OF EQUIPMENT/FACILITIES.** All professional services, project equipment/facilities financed in whole or in part pursuant to this Agreement shall be purchased by, and in the name of, the Subrecipient in accordance with applicable State laws and standards and applicable Federal and U.S. Department of Transportation regulations. All procurement actions shall reflect full and open competition and be thoroughly documented to leave a clear and accurate audit trail. For the purchase of vehicles ordered by the Department, the Subrecipient is required to have sufficient financial resources to assure cash payment of the local match within ten (10) calendar days of notice to possess the vehicles.

All bid specifications for equipment/facilities developed by the Subrecipient must be approved by the Department in writing prior to a bid release. Any party developing bid specifications for the Subrecipient is prohibited from placing a bid based upon those specifications.

8. ASSOCIATED AGREEMENT. The terms of the Agreement signed by the Department and Subrecipient for funds under 49USC Chapter 53 remain in force and are associated with the terms of this Agreement.

9. TITLE TO EQUIPMENT/FACILITIES. Title to Project equipment/facilities shall be registered in the name of the Subrecipient at the time of its initial purchase to begin operations. At that time a lien prepared by and in the name of the Department will be registered against the title by the Subrecipient. Titles and liens on land shall be filed with the appropriate County Clerk. The lien prohibits the Subrecipient from selling or otherwise conveying title of the Project equipment without the knowledge and permission of the Department.

10. DISPOSITION OF PROPERTY. Project equipment shall be used for the provisions pursuant to this Agreement for the duration of its useful life as determined by the Department. Subrecipient shall immediately notify the Department in all cases where project equipment is used in a manner substantially different from the Project description and intent.

In the event that any Project equipment is not used in the proper manner or is withdrawn from services to be performed, Subrecipient shall be in default of this Agreement and shall immediately notify the Department. Upon termination of the Project, equipment purchased under the Project shall be surrendered to the Department by Subrecipient.

11. INSURANCE AND MAINTENANCE. The Subrecipient shall maintain, in an amount and form satisfactory to the Department, such insurance, as will be adequate to protect the Federal interest in the Project equipment. Subrecipient shall submit to the Department, at the time of Project equipment delivery, proof of insurance acceptable to the Department, and shall maintain current such proof of insurance.

The Subrecipient shall maintain such equipment at a high level of cleanliness, safety and mechanical soundness throughout the equipment's useful life. The Subrecipient is required to meet at least the minimum manufacturer's recommendations for maintenance. Maintenance schedules and service documentation—including oil changes and other regular service intervals—should be kept on each vehicle, which meet the minimum requirements of the vehicle warranty and provide for the continuous safe operation of the vehicles throughout the life. The Department shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this section.

12. RECORDS AND REPORTS. The Subrecipient shall advise the Department regarding progress of the Project by submission of reporting forms in such manner as the Department may require. The Subrecipient shall keep satisfactory records with regard to use of Project equipment and submit to the Department upon request such information as required to assure compliance with this Agreement.

All records relating to this Project shall be maintained by the Subrecipient for three (3) years after final payment from the Department. The Subrecipient shall retain and make available to the Department financial statements, data, records, contracts, inspections, and any other documents pertaining to the Project. The Department shall have

access to the premises of the Subrecipient at all reasonable times and to all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to the Project. An inventory of capital equipment shall be maintained in perpetuity.

13. **AUDIT AND INSPECTION.** The Subrecipient shall permit the Department, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all vehicles, facilities, and equipment purchased by the Subrecipient as part of the Project; all services rendered by the Subrecipient by the use of such vehicles, facilities, and equipment; and all relevant Project data and records. The Subrecipient shall permit the above named persons, or authorized representatives, to audit the books, records, and accounts pertaining to the Project.

14. **AGREEMENT CHANGES.** If, during the course of the Project, it may be necessary to affect certain changes and/or modifications by the Subrecipient, all such changes and/or modifications shall be justified in writing by Subrecipient and approved by the Department. Any changes and/or modifications necessitated by the Department will be negotiated with the Subrecipient.

15. **ARBITRATION.** Any dispute concerning a question of fact in connection with the work to be accomplished under this Agreement between the parties hereto shall be referred to the Assistant Chief Engineer for Planning of the Department or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive.

16. **TERMINATION.** The Department may terminate this Project and cancel this Agreement by giving thirty (30) calendar days notice in writing if the continuation of the Project would not produce beneficial results commensurate with the purposes and objectives set forth in the Subrecipient's application for assistance and this Agreement.

The Department may, by giving written notice to Subrecipient, immediately terminate the Project and cancel this Agreement for the following reasons:

- (1) Subrecipient takes any action pertaining to this Agreement without the approval of the Department and which, under the provisions of this Agreement, would have required the approval of the Department; or,
- (2) The commencement, execution or timely completion of the Project by the Subrecipient is, for any reason, rendered improbable, impossible or illegal; or,
- (3) The Subrecipient is in default under any provision of the Agreement.

This Agreement may also be terminated for convenience by mutual agreement and consent of the parties hereto.

17. **GOVERNING RULES AND REGULATIONS.** The Subrecipient and its subcontractors shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of the Agreement, including, without

limitation, worker's compensation laws, and salary and wage statutes and regulations. When required, the Subrecipient shall furnish the State with satisfactory proof of its compliance therewith.

18. **FEDERAL TERMS AND CONDITIONS.** The Subrecipient, being the Subrecipient of Federal financial assistance under the provisions of the Federal Transit Act, as amended, agrees to all applicable standard terms and conditions set forth in the most current Federal Transit Administration Master Agreement, which is hereto referenced and made part of this Agreement.

The Department HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), Federal Transit Administration (FTA) Circular 4702.1B and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, 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 Department of Transportation, including the Federal Transit Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations, a copy of which is attached.

The Subrecipient shall include those terms and conditions, referenced above in this section, in all subcontracts entered into pursuant to the Agreement.

19. **LABOR PROTECTION CLAUSE.** The Subrecipient agrees that, in the absence of a waiver by the Department of Labor, the terms and conditions of the Special Warranty Arrangement, incorporated by reference, shall apply for the protection of the employees of any employer providing transportation services assisted by the Project and the employees of any other surface transportation providers in the transportation service area of the Project. The Arrangements shall be binding and enforceable by and upon the parties thereto, by any covered employee or his representative and any other agency designated by the Department of Labor.

The Subrecipient agrees to comply with the labor protection requirements as established by the Secretary of Labor and that the interests of employees are fair and equitable. Further, in the event that a project involves construction, the Subrecipient shall ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

20. NOTICE OF NONDISCRIMINATION: The Department does not discriminate on the basis of disability in admission to its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The Department also does not discriminate on the basis of disability in its hiring or employment practices.

The Subrecipient will comply with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Subrecipient does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Subrecipient's programs and activities, as well as the Subrecipient's hiring or employment practices.

The Subrecipient will include the Notice of Nondiscrimination in any bulletins, announcements, handbooks, pamphlets, brochures, recruitment materials, application forms, and other publications that are made available to the public at large, prospective participants, applicants, or employees.

The Subrecipient shall display the Notice of Nondiscrimination at all public meetings.

21. HOLD HARMLESS CLAUSE. Subrecipient shall hold harmless the Department and the U. S. Department of Transportation from all claims and liability due to its negligent acts or omissions or the negligent acts or omissions of its subcontractors, agents or employees.

22. SEVERABILITY. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

The United States Department of Transportation (USDOT) Standard Title VI/Non-
Discrimination Assurances
DOT Order No. 1050.2A

The (***The Arkansas Department of Transportation***) (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through (***Federal Transit 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), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of 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 DOT, including the (***Federal Transit Administration***).*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 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 its Federally assisted (***Transit Program***):

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "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. 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 (***Transit Program***) and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The (***The Arkansas Department of Transportation***), in accordance with the 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 entered into pursuant to this advertisement, disadvantaged 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 for 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 will 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, use, 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 will extend to the entire facility and facilities operated in connection 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 will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases,

licenses, permits, 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, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and 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, [***The Arkansas Department of Transportation***] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the [***The Arkansas Department of Transportation***] access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the [***The Arkansas Department of Transportation***]. You must keep records, reports, and submit the material for review upon request to [***The Arkansas Department of Transportation***], or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[***The Arkansas Department of Transportation***] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the (***Federal Transit Program***). This ASSURANCE is binding on [***Arkansas***], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the (***Federal Transit Program***). The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

IN WITNESS WHEREOF, the parties hereunto have set their hands this _____ day of _____, 2017.

BY: _____
Authorized Official/Representative

Title of Official/Representative

WITNESS: _____

STATE OF ARKANSAS. Certified as being executed for the purpose of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Arkansas Department of Transportation.

BY: _____
Division Engineer - Transportation Planning and Policy

WITNESS: _____

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (***Title of Modal Operating Administration***), 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:** The contractor, with regard to the work performed by it during the contract, will 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 will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the 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 the Recipient or the (***Title of Modal Operating 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 contractor will so certify to the Recipient or the (***Title of Modal Operating Administration***), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (***Title of Modal Operating Administration***) may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a 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 and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (***Title of Modal Operating 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 any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the (***Title of Recipient***) will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the (***Title of Modal Operating Administration***) of the U.S. Department of Transportation in accordance 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, Non-discrimination 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 the (***Title of Recipient***) 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 (***Title of Recipient***) 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 are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (***Title of Recipient***), its successors and assigns.

The (***Title of Recipient***), 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 will 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 the (***Title of Recipient***) will 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, Non-discrimination 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 non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will 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].*

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (***Title of Recipient***) pursuant to the provisions of Assurance 7(a):

- A. The (grantee, 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 property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will 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 breach of any of the above Non-discrimination covenants, (***Title of Recipient***) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (***Title of Recipient***) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Recipient***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (***Title of Recipient***) pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, 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 on the ground 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, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will 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 breach of any of the above Non- discrimination covenants, (***Title of Recipient***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (***Title of Recipient***) will there upon revert to and vest in and become the absolute property of (***Title of Recipient***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 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 Airway Improvement Act of 1982, (49 USC § 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 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 Department of Transportation regulations at 49 C.F.R. 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 ensures Non-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).