

**OKLAHOMA
DEPARTMENT OF
TRANSPORTATION
(SAMPLE)**

TITLE VI NONDISCRIMINATION AGREEMENT FOR SUBRECIPIENTS

This NONDISCRIMINATION AGREEMENT ("Agreement") is made and entered into by and between the (Name of Recipient) and the OKLAHOMA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the (Name of Recipient), (hereinafter referred to as the "Recipient") hereby agrees to comply with the following Federal statutes, regulations of the U. S. Department of Transportation (hereinafter "USDOT"), Federal Highway Administration (hereinafter "FHWA"), Federal Transit Administration (hereinafter "FTA"), Federal Aviation Administration (hereinafter "FAA"), and Federal Motor Carrier Safety Administration (hereinafter "FMCSA"), and the policies and procedures promulgated by the Oklahoma Department of Transportation (hereinafter "Department"), as a condition to receipt of Federal assistance; and

WHEREAS, Title VI of the Civil Rights Act of 1964, as amended, and related authorities, provide that no person shall on the grounds of race, color, national origin, sex, age, handicap/disability, religion, or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; and

WHEREAS, the Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving Federal funds - whether schools and colleges, government entities, or private employers - must comply with Federal civil rights laws rather than just

the particular programs or activities that receive the funds; and

WHEREAS, nondiscrimination programs require that Federal-aid recipients, sub-recipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are Federally funded or not; and

WHEREAS, if a unit of a state or local government is extended Federal-aid and distributes such aid to another governmental entity, all of the operations of the recipient and sub-recipient are covered; and

WHEREAS, corporations, partnerships, or other private organizations or sole proprietorships are covered in their entirety if such entity received Federal financial assistance (FHWA Notice N 4720.6, September 2, 1992).

NOW, THEREFORE, in consideration of the premises hereof, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. The (Name of Recipient), hereby gives the following assurances pursuant to 49 CFR 21.7:

A. That no person shall on the grounds of race, color, national origin, sex, age, handicap/disability, religion, and familial status, be excluded from participation in, be denied the benefits of, or be otherwise

subjected to discrimination or retaliation under any program or activity conducted by the Recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the Recipient hereby agrees to carry out in compliance with Title VI and related authorities include but are not limited to all major programs and activities of the Recipient.

B. That Recipient will promptly take any measures necessary to effectuate this agreement.

C. That each Recipient "program", "activity", and "facility" as defined in 49 CFR 21.23(b) and (3), and the Civil Rights Restoration Act of 1987 will be (with regard to a "program" or "activity") conducted, or will be (with regard to a "facility") operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

D. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by Sub-grantees, Contractors, Sub-contractors, Transferees, Successors in interest, and other participants in the Department's programs. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.

E. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Department

programs and, in adapted form in all proposals for negotiated agreements: The (Name of Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, as amended, and related authorities, and Title 49 CFR, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in minority business enterprises and disadvantaged business enterprises, as defined at 49 CFR Part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disability, religion, or familial status in consideration for an award.

F. That the Recipient shall insert the clauses of Appendix A of this agreement in every contract subject to the Act and the Regulations.

G. That 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 or the Oklahoma Department of Transportation effecting a transfer of real property, structures, or improvements thereon, or interest therein.

H. That the Recipient shall include the appropriate clause set forth in Appendix C of this assurance, as a covenant running with the land, in any

future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under all programs; and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under all programs.

I. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, as amended, and related authorities, and Title 49 CFR, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation issued pursuant to such Act, and this agreement.

II. This agreement shall serve as the Recipient's Title VI plan pursuant to 23 CFR 200 and the Federal Highway Administration's Title VI Implementation Guide.

A. For the purpose of this agreement, "Federal Assistance" shall include:

1. Grants and loans of Federal funds,
2. The grant or donation of Federal property and interest in property,
3. The detail of Federal personnel,
4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal

consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and

5. Any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

B. The Recipient shall:

1. Issue a policy statement, signed by the head of the Recipient, which expresses its commitment to the Recipient, which expresses its commitment to the non-discrimination provisions of the Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.

Policy Statement: It is the policy of the (Name of Recipient), under Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; Section 324 of the Federal-aid Highway Act of 1973; Civil Rights Restoration Act of 1987; and other related authorities and regulations, that no person in the United States shall, on the basis of race, color, national origin, sex, age, handicap/disability, religion, or familial status be excluded from participation in, be denied the benefits of, or be

otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the (Name of the Recipient) or its sub-recipients.

2. Take affirmative action to correct any deficiencies found by the Department or the USDOT within a reasonable time period, not to exceed ninety (90) calendar days, in order to implement Title VI compliance in accordance with the agreement. The head of the Recipient shall be responsible for implementing Title VI requirements.

3. Designate below a Title VI Specialist who has a responsible position in the organization and access to the (Chief Administrator or other head) of the Recipient:

(Name of designated Title VI Specialist) is the designated Title VI Specialist for the (Name of the Recipient), and is responsible for initiating and monitoring Title VI and related authorities activities, preparing reports, and other responsibilities as required by 23 CFR 200 and 49 CFR Part 21.

4. Process complaints of discrimination consistent with the provisions contained in this agreement.

5. Collect statistical data (race, color, national origin, sex, age, handicap/disability, religion,

familial status) of participants in, and beneficiaries of the programs and activities conducted by the Recipient.

6. Conduct Title VI reviews of the Recipient's and its sub-recipient's program areas and activities. Revise where applicable, policies, procedures, and directives to include Title VI requirements.

7. Conduct training programs on Title VI and related authorities for Recipient's program area and civil rights personnel.

8. Prepare a yearly report of Title VI accomplishments for the past year. The Accomplishment Report shall:

- (a) List major accomplishments made regarding Title VI activities,
- (b) include instances where Title VI issues were identified and discrimination was prevented,
- (c) indicate activities and efforts the Title VI Specialist has undertaken in monitoring Title VI,
- (d) include a description of the scope and conclusions of any special reviews conducted by the Title VI Specialist,
- (e) list any major problem(s) identified and corrective action taken, and

- (f) include a summary and status report on any Title VI complaints filed with the Recipient.

- 9. Develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English.

III. This agreement shall serve as the Recipient's procedure for processing formal and informal discrimination complaints. Any person who believes that he or she, or any specific class of persons, has been subjected to discrimination or retaliation prohibited by Title VI of the Civil Rights Act of 1964, as amended, and related authorities, may file a formal written or verbal (non-written) complaint.

A. All formal written complaints received by the Recipient shall be referred immediately by the Recipient's Title VI Specialist to the Oklahoma Department of Transportation Title VI Coordinator for processing in accordance with approved state procedures.

B. Verbal (non-written) complaints received by the Recipient shall be resolved informally by the Recipient's Title VI Specialist under the following procedure:

- 1. The Recipient's Title VI Specialist will advise the Oklahoma Department of Transportation Title VI Coordinator within five (5) calendar days of receipt of the informal allegations. The following information will be included in every notification to

the Oklahoma Department of Transportation Title VI Coordinator:

- (a) Name, address, and phone number of the Complainant(s),
- (b) name(s) and address(es) of Respondent(s),
- (c) basis of complaint (i.e., race, color, national origin, sex, age, handicap/disability, religion, familial status or retaliation),
- (d) date of alleged discriminatory act(s),
- (e) date the informal complaint was received by the Recipient,
- (f) a statement of the complaint,
- (g) other agencies (state, local, or Federal) where the complaint has been formally filed,
- (h) an explanation of the actions the Recipient has taken or proposed to resolve the allegation(s) raised in the complaint.

- 2. Within ten (10) calendar days, the Recipient's Title VI Specialist will acknowledge receipt of the allegation(s), inform the Complainant(s) of action(s) taken or proposed action(s) to process the allegation(s), and advise the Complainant(s) of other avenues of redress available such as the Department's Office of Civil Rights (OCR).

3. Within sixty (60) calendar days, the Recipient's Title VI Specialist will conduct and complete a review of the allegation(s) and, based on the information obtained, will render a recommendation for action in a report of findings to the head of the Recipient or designee.
 - (a) Name of Complainant(s),
 - (b) Name of Respondent(s),
 - (c) basis of Complaint (i.e., race color, national origin, sex, age, handicap/disability, religion, familial status, or retaliation),
 - (d) date the complaint was received by the Recipient,
 - (e) date Recipient notified the Oklahoma Department of Transportation Title VI Coordinator of the complaint,
 - (f) explanation of the actions the Recipient has taken or proposed to resolve the allegation(s) raised in the complaint.

4. Within ninety (90) calendar days, the head of the Recipient or designee will notify the Complainant(s) in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the Complainant(s) of his/her right to file a formal written complaint with the Department's Title VI Specialist if dissatisfied with the final decision reached by the Recipient. The Recipient's Title VI Specialist will also provide the Oklahoma Department of Transportation Title VI Coordinator with a copy of this decision and summary of findings.

5. If at any time the Complainant(s) request(s) to file a formal written complaint, the Recipient's Title VI Specialist shall refer the Complainant(s) to the Oklahoma Department of Transportation Title VI Coordinator for processing in accordance with approved state procedures.

6. The Recipient's Title VI Specialist will maintain a log of all informal complaints received by the Recipient. The log will

include the following information:

IV. In the event the Recipient fails or refuses to comply with the terms of this agreement, the Department may take any or all of the following sanctions:

- A. Cancel, terminate, or suspend this agreement in whole or in part,
- B. Refrain from extending any further assistance to the Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Recipient.

C. Take such other action that may be deemed appropriate under the circumstances until compliance or remedial action has been accomplished by the Recipient.

D. Refer the case to the U.S. Department of Justice for appropriate legal proceedings.

V. The following clauses shall apply:

A. All notices which are required or permitted under this Agreement shall be given to the parties by certified mail with return receipt requested, hand deliver, or express courier, and shall be effective upon receipt when delivered to the parties at the addresses set forth herein below (or such other address as provided by the parties by written notice delivered in accordance with this paragraph):

INSERT NAMES: _____
ADDRESSES: _____

B. Amendments. No amendment, modification, or other changes in this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

C. Effective Date. This Agreement shall become effective upon the date it is executed by the last party to execute this Agreement.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.

SIGNED FOR THE OKLAHOMA
DEPARTMENT OF TRANSPORTATION:

(Gary W. Ridley, Director) Date
Oklahoma Department of
Transportation

SIGNED FOR THE (Name of the Recipient):

(Name of Signature Date
Authority)
(Position Title)