Appendix 1: Title VI Assurance

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Appendix 1: Title VI Assurance

East-West Gateway Council of Governments (hereinafter 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), it is subject to and will comply with the following:

- Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. §§ 2000d *et seq.* (hereinafter referred to as the "Act"),
- All requirements imposed by or pursuant to the Code of Federal Regulations, Title 49: Transportation, Subtitle A: Office of the Secretary of Transportation, 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"), and
- Other pertinent directives.

In accordance with the Act, Regulations, and other pertinent directives, Recipient hereby gives assurance 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.

Specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances in regard to its programs funded by the DOT, including, but not limited to, those programs funded under U.S.C. Title 23 and 49 U.S.C. Chapter 53, as each were amended by the Fixing America's Surface Transportation (FAST) Act, Pub. L. 114-94 and the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub.L. 112-141.

1. The Recipient agrees that each "program" and each "facility", as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be conducted (with regard to a "program") or will be operated (with regard to a "facility") in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. The Recipient shall insert, modified as necessary, the following notification in all solicitations for bids for work or material and all proposals for negotiated agreements that are subject to the Regulations and are made in connection with DOT assisted projects:

   The Consultant shall not discriminate on grounds of the race, color, national origin, religion, sex, disability, or age of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

3. The Recipient shall insert Part A of this Assurance in every contract subject to the Act and the Regulations.

4. The Recipient shall insert, in adapted form if needed, information contained in Part B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. 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 facilities operated in connection with the facility.

6. Where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.

7. The Recipient shall include the appropriate clauses, in adapted form if needed, set forth in Part 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 with financial assistance from DOT; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved with financial assistance from DOT.

8. This Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, 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 shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

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THIS ASSURANCE is 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 DOT and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, and successors in interest. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

James M. Wild	6-27-18
James M. Wild, Executive Director	**Date**

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Part A

Pursuant to #3 above, East-West Gateway Council of Governments (EWG) will include the provisions below, modified as necessary, in all of its DOT-funded contracts.

Civil Rights.

- **Non-Discrimination Assurances.**
    - ***[Name of Consultant/Sub-Grantee]*** certifies that it will comply with all applicable federal and state statutes, regulations, executive orders, agency directives, and administrative rules relating to nondiscrimination and equal opportunity, including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act and the Rehabilitation Act of 1973 (29 U.S.C. § 790 *et seq.*), and 49 CFR Subtitle A, Part 27.
    - ***[Name of Consultant/Sub-Grantee]*** shall comply will the administrative rules of DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR Subtitle A, Part 21).
    - ***[Name of Consultant/Sub-Grantee]*** shall not discriminate on grounds of race, color, national origin, religion, sex, disability, or age, of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. ***[Name of Consultant/Sub-Grantee]*** shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21. 5 including employment practices.
    - ***[Name of Consultant/Sub-Grantee]*** agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, disability, or age. ***[Name of Consultant/Sub-Grantee]*** agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex, disability, or age. Such action shall include, but is not limited to: employment upgrading, demotions or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
    - These assurances concerning nondiscrimination also apply to subcontractors and suppliers of ***[Name of Consultant/Sub-Grantee]***; as well as to all solicitations, either by competitive bidding or negotiation, made by ***[Name of Consultant/Sub-Grantee]*** for work to be performed under a subcontract including procurement of materials or equipment. ***[Name of Consultant/Sub-Grantee]*** shall notify each potential subcontractor or supplier of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, national origin, religion, sex, disability, or age of any individual.

- ***[Name of Consultant/Sub-Grantee]*** assures that, as a condition of receiving payments under this Agreement, it will not discriminate on grounds of race, color, national origin, religion, sex, disability, or age of an individual in the performance of any services under this Agreement, including the selection and retention of subcontractors and the procurement of materials and leases of equipment.
- ***[Name of Consultant/Sub-Grantee]*** shall comply with the data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21.
- ***[Name of Consultant/Sub-Grantee]*** shall comply with the terms provided in Appendix IV – Title VI, DBE & Other Nondiscrimination Requirements ("Appendix IV"), which is attached to this Agreement and is incorporated by reference and made a part of this Agreement.
- The terms of this Paragraph XX, Part (X)(X) will apply to all of ***[Name of Consultant/Sub-Grantee]***'s solicitations, either by competitive bidding or negotiation, for work to be performed under a subcontract including procurement of materials or equipment, and ***[Name of Consultant/Sub-Grantee]*** shall notify each potential subcontractor, supplier, or lessor of ***[Name of Consultant/Sub-Grantee]***'s obligations under this Agreement.
- Each of the statutes, orders, regulations, or rules, including any later amendments, listed in this Paragraph XX, Part (X)(X) are incorporated by reference and made a part of this Agreement.
- ***[Name of Consultant/Sub-Grantee]*** shall include the provisions of Paragraph XX, Part (X)(X) in every subcontract, including procurement of materials or leases of equipment.
- ***[Name of Consultant/Sub-Grantee]***'s failure to carry out the requirements set forth in this Paragraph XX, Part (X)(X) will constitute a breach of contract and the Council may enforce certain remedies against ***[Name of Consultant/Sub-Grantee]*** including, but not limited to, those remedies expressed in Paragraph XX, Part (X).

EWG will also include the attached "Appendix IV to the EWG & ***[Name of Contractor / Sub-Grantee]*** Agreement, Title VI, DBE & Other Nondiscrimination Requirements" as part of its DOT-funded contracts. These terms may be modified as necessary.

Part B

EWG will include the following clauses in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

(Granting Clause)

> NOW, THEREFORE, the Department of Transportation — as authorized by law, and upon the condition that East-West Gateway Council of Governments will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation; and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of

Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d-4)—does hereby remise, release, quitclaim, and convey unto East-West Gateway Council of Governments all the right, title, and interest of the Department of Transportation in and to said land described in [*Title of Exhibit / Appendix*] attached hereto and made a part thereof.

(Habendum Clause)

TO HAVE AND TO HOLD said lands and interests therein unto East-West Gateway Council of Governments, 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 the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on East-West Gateway Council of Governments, its successors, and assigns.

East-West Gateway Council of Governments, 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, sex, disability, national origin, age, or religion, 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 East-West Gateway Council of Governments shall use the lands, and interests in lands so conveyed, in compliance with 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 of Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the agency shall have a right to reenter 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 Department of Transportation and its assigns as such interest existed prior to this instruction.

Part C

EWG will include the following clause in all deeds, licenses, leases, permits, or similar instruments entered into by EWG pursuant to the provisions of Assurance 7(a).

The [grantee, licensee, lessee, etc., as appropriate] for himself or herself, his or 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 in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (lease, deed, license, etc.) for a purpose for which a Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, the [grantee, licensee, lessee] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of

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> 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, as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, EWG shall have the right to terminate the [license, lease, etc.], and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

EWG will include the following clause in all deeds, licenses, leases, permits, or similar agreements entered into by EWG pursuant to the provisions of Assurance 7(b).

> The [grantee, licensee, lessee, etc., as appropriate], for himself or herself, his or her 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 grounds of race, color, or national origin, shall be excluded from participation in, be 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 furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the [grantee, licensee, lessee, etc., as appropriate] shall use the premises in compliance with 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, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, EWG shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

Appendix IV to the EWG & [*Enter Contractor / Sub-Grantee Name*] Agreement

Title VI, DBE & Other Nondiscrimination Requirements [*Third Party Contractor or Sub-Grantee*]

[NAME OF CONSULTANT/SUB-GRANTEE] understands and agrees that the following terms and conditions apply to the Agreement entered into between ***[NAME OF CONSULTANT/SUB-GRANTEE]*** and the Council. These terms and conditions are made a part of and are hereby incorporated into the Agreement. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** further understands and agrees that failure to adhere to these terms and conditions constitutes a material breach of its Agreement with the Council, and that the Council may take the appropriate action against ***[NAME OF CONSULTANT/SUB-GRANTEE]*** to ensure compliance with these provisions, up to and including ordering a stoppage of work, suspending payments, or terminating the Agreement.

1.0 APPLICABLE TITLE VI & OTHER CIVIL RIGHTS LAWS & REGULATIONS. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** agrees to abide by all applicable federal and state laws, regulations, orders, and directives regarding non-discrimination in federally assisted programs. These laws, regulations, orders, and directives include, but are not limited to:

1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and implementing regulations at 49 CFR Part 21 – *Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act*;

1.2 The equal employment opportunity provisions of 49 U.S.C. § 5332 and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, and implementing regulations;

1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and implementing regulations at 49 CFR Part 25 – *Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*;

1.4 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*, and implementing regulations, including:

1.4.1 49 CFR Part 37—*Transportation Services for Individuals with Disabilities (ADA)*;

1.4.2 49 CFR Part 27—*Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance*;

1.4.3 36 CFR Part 1192 and 49 CFR Part 38—*Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles*;

1.4.4 28 CFR Part 35—*Nondiscrimination on the Basis of Disability in State and Local Government Services*;

1.4.5 28 CFR Part 36—*Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities*;

1.4.6 41 CFR Subpart 101 – 119—*Accommodations for the Physically Handicapped*;

1.4.7 29 CFR Part 1630—*Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*;

1.4.8 47 CFR Part 64, Subpart F—*Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled*;

1.4.9 36 CFR Part 1194—*Electronic and Information Technology Accessibility Standards*;

1.4.10 49 CFR Part 609—*Transportation for Elderly and Handicapped Persons*; and

1.4.11 Federal civil rights and nondiscrimination directives implementing those federal laws and regulations, unless the federal government determines otherwise in writing.

1.5 The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and implementing regulations at 49 CFR Part 90 – *Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance*;

1.6 The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 through 634, and implement regulations of the U.S. Equal Employment Opportunity Commission 29 CFR Part 1625—*Age Discrimination in Employment Act*;

1.7 The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2;

1.8 Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 42 U.S.C. § 4321 note, and DOT Order 5620.3 at Federal Register Vol. 62 No. 18377—*Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*;

1.9 Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency, 42 U.S.C. § 2000d – 1 note, and implementing policy guidance at Federal Register Vo. 70 No. 74087—*DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Person*; and

1.10 All provisions of Missouri Executive Order No. 94 – 03, promulgating the Code of Fair Practices.

2.0 NON-DISCRIMINATION POLICY, STATEMENT & ASSURANCES. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** is required to adopt a non-discrimination policy as stated in a Statement of Nondiscrimination that provides assurances that it will not discriminate against any person in the performance of any federally assisted program on the basis of race, color, national origin, sex, disability, or age. Specifically, ***[NAME OF CONSULTANT/SUB-GRANTEE]***'s Statement of Nondiscrimination must state: "***[NAME OF CONSULTANT/SUB-GRANTEE]*** assures that no person shall, on the grounds of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance." ***[NAME OF CONSULTANT/SUB-GRANTEE]***'s Statement of Nondiscrimination may be more inclusive than the language listed above, but it cannot be more exclusive.

2.1 ***[NAME OF CONSULTANT/SUB-GRANTEE]*** is required to publicly post its non-discrimination policy as stated in its Statement of Nondiscrimination, and ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must provide a written copy of each to the Council upon execution of the Agreement. "Publicly post" includes, but is not limited to, posting the documents to ***[NAME OF CONSULTANT/SUB-GRANTEE]***'s website if it has one.

2.2 ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must include its non-discrimination policy as stated in its Statement of Nondiscrimination in all procurement documents, such as request for proposals, request for qualifications, and other similar documents.

2.3 ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must include its non-discrimination policy as stated in its Statement of Nondiscrimination in all subcontracts, including those for materials and leases, that it enters into under the Agreement.

2.4 ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must provide a sample of its procurement document(s) and subcontract to the Council upon execution of the Agreement, so that the Council can verify the inclusion of the required statement.

2.5 If ***[NAME OF CONSULTANT/SUB-GRANTEE]*** does not have a non-discrimination policy as stated in a Statement of Nondiscrimination, then ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must notify the Council of this prior to execution of the Agreement. If ***[NAME OF CONSULTANT/SUB-GRANTEE]*** does not develop and/or adopt such a policy and statement prior to the execution of the Agreement, then ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must use and adhere to the Council's non-discrimination policy and statement. A copy of this will be provided to ***[NAME OF CONSULTANT/SUB-GRANTEE]*** upon execution of the Agreement and can be found on the Council's website at www.ewgateway.org.

3.0 TITLE VI REQUIREMENTS IN RELATION TO COMMUNITY/PUBLIC ENGAGEMENT OR OUTREACH. If ***[NAME OF CONSULTANT/SUB-GRANTEE]*** is required to perform any public meetings, engagement, or other community outreach as part of the work under the Agreement, then ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must ensure that all persons, including Limited English Proficiency (LEP) persons, are provided meaningful access, as it is defined under Title VI and related provisions, to these events. These requirements include, but are not limited to, ensuring that the meeting location, date, and time are selected in such as way as to not exclude a person from participation on the basis of race, color, national origin, sex, disability; or age informing attendees of their rights under Title VI; and ensuring that all attendees are provided the opportunity to participate without regard to their race, color, national origin, sex, disability, age, or LEP status.

3.1 ***[NAME OF CONSULTANT/SUB-GRANTEE]*** shall submit to the Council after every public meeting, engagement, or other community outreach a report that provides the following information: (1) description of the purpose of the event; (2) the time, date, and location of the event; (3) the methods used to advertise the event; (4) identify the building and room where the event was held; (5) note any special accommodations that were requested prior to or during the event; (6) how the attendees were informed of their rights under Title VI including complaint procedures; (7) the number of attendees; (8) the number of minority and women attendees *(note these last figures should be estimates based upon observations and should not be obtained by asking attendees to identify their gender, race, color, or national origin)*. The Council has a form that it will provide to ***[NAME OF CONSULTANT/SUB-GRANTEE]*** upon request that ***[NAME OF CONSULTANT/SUB-GRANTEE]*** can use to document its public events.

4.0 TITLE VI REQUIREMENTS IN RELATION TO WEBSITE AND PRINTED MATERIALS DEVELOPMENT. If ***[NAME OF CONSULTANT/SUB-GRANTEE]*** is required to develop or create a website or printed informational materials as part of its work under the Agreement, then ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must ensure that all persons, including Limited English Proficiency (LEP) persons, are provided meaningful access, as it is defined under Title VI and related provisions, to the website and the information contained in the printed materials. As part of the effort to ensure meaningful access, ***[NAME OF CONSULTANT/SUB-GRANTEE]*** will be required to develop any printed materials intended for public informational purposes (i.e. brochures and other promotional items) in such a way that these documents can readily be translated into other languages and/or formats upon request. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must design or create any website such that it includes a translator function so that the material included on the website can be translated into other languages. Additionally, ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must design or create any website so that it is in compliance with the Rehabilitation Act, 29 U.S.C. §§ 794 *et seq.*, as amended, and the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, as amended, and their implementing regulations, and that it adheres to the accessibility requirements set forth by the Federal government. The website must be designed or created in adherence with Section 508 Standards of the Rehabilitation Act. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** can find more information about accessibility standards at: http://www.section508.gov/.

5.0 TITLE VI REPORTING REQUIREMENTS. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** is required to provide the Council the required information listed in 3.1 above in regard to public events. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** shall also provide the Council with any data or information required per Paragraph XX of the Agreement. Further, ***[NAME OF CONSULTANT/SUB-GRANTEE]*** shall provide the Council with any additional information that the Council requests in regard to Title VI compliance. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** shall also permit the Council to access its records up to and including accounting records that are pertinent to the Council substantiating ***[NAME OF CONSULTANT/SUB-GRANTEE]***'s compliance with Title VI.

6.0 TITLE VI COMPLAINTS. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must notify the Council in writing if a Title VI complaint is filed against it, within five (5) business days of ***[NAME OF CONSULTANT/SUB-GRANTEE]*** being notified of such complaint. The notification must be provided to the Council even if the complaint is not in regard to work that ***[NAME OF CONSULTANT/SUB-GRANTEE]*** performed under the Agreement. The notification shall include the following information: (1) date complaint was filed; (2) nature of complaint; (3) who was involved; (4) what action has been taken to date; and (5) any outcome(s) to date, if applicable.

7.0 DISADVANTAGED BUSINESS ENTERPRISES (DBEs) APPLICABLE REGULATIONS. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** agrees to abide by the applicable DOT regulations governing DBE participation on federally assisted projects. These regulations can be found at 49 CFR Part 26 – *Participation By Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** can find the definition of DBE, small business concern, and other relevant definitions regarding DBE participation on this project in 49 CFR Part 26.

8.0 IMPORTANT DBE REQUIREMENTS. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** is prohibited from excluding any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract made under the Agreement on the basis of race, color, national origin, sex, disability, or age.

8.1 ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must include this prohibition in all procurement documents, such as request for proposals, request for qualifications, and other similar documents.

8.2 ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must include this prohibition in all subcontracts, including those for materials and leases, that it enters into under the Agreement.

8.3 ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must provide a sample of its procurement document(s) and subcontract to the Council upon execution of the Agreement, so that the Council can verify the inclusion of the required prohibition.

9.0 DBE GOALS: If the project governed by the Agreement includes a DBE goal, ***[NAME OF CONSULTANT/SUB-GRANTEE]*** understands and agrees that it is required to strictly adhere to the DBE goal and the requirements of 49 CFR Part 26.

10.0 SELECTING DBE SUBCONTRACTORS. In order for a firm to be eligible to participate as a DBE subcontractor on the project governed by the Agreement, the DBE subcontractor must be a certified DBE. The firm must be certified and registered as a DBE with one of the entities described in Paragraph XX of the Agreement. It is the responsibility of ***[NAME OF CONSULTANT/SUB-GRANTEE]*** to ensure that the DBE subcontractor it hires is a certified DBE firm.

11.0 TERMINATING OR SUBSTITUTING A DBE SUBCONTRACTOR. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** cannot terminate and/or substitute a DBE firm that it listed in its proposal as a subcontractor and/or was approved by the Council as a DBE subcontractor under the Agreement without the prior written consent of the Council. This includes, but is not limited to, instances where ***[NAME OF CONSULTANT/SUB-GRANTEE]*** seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. If ***[NAME OF CONSULTANT/SUB-GRANTEE]*** wishes to terminate or substitute a DBE subcontractor it must first submit a written notice to the DBE subcontractor stating its intention to request a termination and/or substitution and the reason for the request, and give the DBE subcontractor no less than five (5) days to respond to the notice and to provide ***[NAME OF CONSULTANT/SUB-GRANTEE]*** and the Council the reasons why the subcontractor should not be terminated. A copy of this written notice must be provided to the Council. Only after the DBE subcontractor has been so notified and provided time to object, may ***[NAME OF CONSULTANT/SUB-GRANTEE]*** submit its request to terminate or substitute a DBE subcontractor. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** must submit its request in writing to the Council and fully state the reasons for its request. Unless the request demonstrates that ***[NAME OF CONSULTANT/SUB-GRANTEE]*** has good cause to terminate and/or substitute a DBE subcontractor, the Council will not concur in ***[NAME OF CONSULTANT/SUB-GRANTEE]***'s finding of good cause and will not approve ***[NAME OF CONSULTANT/SUB-GRANTEE]***'s request to terminate and/or substitute a DBE subcontractor. The definition of "good cause" can be found at 49 CFR Part 26 § 26.53.

11.1 When a DBE subcontractor is terminated, fails to complete its work on the Agreement for any reason, ***[NAME OF CONSULTANT/SUB-GRANTEE]*** is required to make a good faith effort to find another DBE subcontractor to substitute for the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated. If there is a DBE goal on the project, then the work performed by the substitute DBE need only perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the DBE goal.

12.0 DBE REPORTING REQUIREMENTS. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** is required to submit to the Council, on a quarterly basis, the DBE Participation Form that is attached to the Agreement. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** shall also provide any other data relevant to DBE participation on the project upon request by the Council. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** shall also permit the Council to access its records up to and including accounting records that are pertinent to the Council substantiating the information provided by ***[NAME OF CONSULTANT/SUB-GRANTEE]*** on its DBE reporting forms.

13.0 FLOW DOWN PROVISIONS. The provisions listed in this Attachment apply to every subcontractor hired by ***[NAME OF CONSULTANT/SUB-GRANTEE]*** to perform work under the Agreement. ***[NAME OF CONSULTANT/SUB-GRANTEE]*** will ensure that all of its subcontractors are made aware of these requirements and will include these provisions as a part to any subcontract that ***[NAME OF CONSULTANT/SUB-GRANTEE]*** enters into under the Agreement.

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