

**CITY OF GREENWOOD, INDIANA  
EXECUTIVE ORDER OF THE OFFICE OF THE MAYOR**

**EXECUTIVE ORDER NO. 2016-01**

**ADOPTING AND APPROVING TITLE VI POLICY AND  
IMPLEMENTATION PLAN**

Federal law prohibits discrimination in hiring and contracting on the basis of a variety of protected characteristics pursuant to Title VI of the Civil Rights Act.

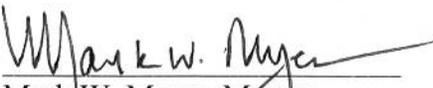
The City of Greenwood is a recipient and/or sub-recipient of federal funds for public safety, planning and development, stormwater, and roads and infrastructure.

As a condition to continue to receive federal funding as a sub-recipient from the Indiana Department of Transportation for road and highway funds, INDOT is requiring local agencies to adopt Title VI policies and a Title VI Implementation Plan.

In order to comply with federal and state statutes and regulations regarding discrimination in government hiring, contracting, and access to programs/resources, I am issuing this Executive Order to approve and adopt the Title VI Policy and Implementation Plan attached hereto as **Exhibit A** and the Title VI Assurances attached thereto as **Exhibit 1**.

This Executive Order stands in conjunction with all existing City departmental policies and procedures regarding the subject matter thereof. Any provision of any policy established by any City department, board or commission that is in conflict with this Executive Order is superseded and governed by this order until it is repealed by the Mayor of the City.

SO ORDERED THIS 19<sup>th</sup> DAY OF SEPTEMBER, 2016.

  
\_\_\_\_\_  
Mark W. Myers, Mayor  
City of Greenwood, Indiana

Effective Date: September 19, 2016

## **City of Greenwood, Indiana Title VI Implementation Plan**

### **Introduction**

This Title VI Implementation Plan is part of the City of Greenwood's ("City") continual and ongoing effort to proactively meet and exceed the minimum compliance requirements established under Title VI of the Civil Rights Act of 1964 ("Title VI"), 49 CFR § 26, and the related anti-discrimination statutes and regulations. With this Implementation Plan, the City seeks to provide continued transparency, clarity, and guidance for both internal and external constituents regarding its Title VI program.

### **Mission Statement**

The City of Greenwood will implement compliance with Title VI and its related statutes and regulations to ensure that no person is excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity based upon a federal or state law protected classification.

### **Title VI Non-Discrimination Notice and Policy**

#### ***Policy***

The City of Greenwood values each individual's civil rights and strives to provide equal opportunity and equitable service to all. As a recipient of federal funds, the City complies with Title VI and all related statutes, regulations, and directives which provide that ***no person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance from the City on the grounds of race, color, age, sex, sexual orientation, gender identity, disability, national origin, religion, income status, veteran status, limited English proficiency, or any other protected classification under federal law.*** The City further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

#### ***Notice to Public***

The City of Greenwood operates its programs without regard to race, color, sex, sexual orientation, gender identity, disability, national origin, religion, income status, veteran status, limited English proficiency, or any other protected classification under federal law in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 ("ADA"), and related federal and state regulations. Any person who believes he or she has been aggrieved by any unlawful discrimination practice may file a complaint with the City's Corporation Counsel.

For more information on the City's civil rights program, and the procedures to file a complaint, contact the City's Corporation Counsel, Krista S. Taggart, 300 S. Madison Ave., Greenwood, Indiana 46142 or (317) 888-0494. For more information, visit: <http://greenwood.in.gov> and click on link for the City's non-discrimination policy. If information is needed in another language, please call (317) 888-0494.

*The above notice is posted at all City office buildings and on the City's website.*

## **Title VI Assurances**

The City complies with the standard United States Department of Transportation assurances that outline its guarantee for compliance with Title VI of the Civil Rights Act of 1964 as a recipient of federal financial assistance. The executed assurances are attached hereto as Exhibit 1.

## **Program Areas and Review Procedures**

The City provides vital services to its citizens in the areas of public safety, transportation, and utilities. It also provides widespread services to residents in the areas of parks, recreation, planning, zoning, and economic and community development. The City strives to ensure that all areas of its programming complies with Title VI requirements and to provide assurances that no person is excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity based upon a federal or state law protected classification.

Department Heads shall be required to conduct an annual review of all programs under his or her supervision and submit a report to the Title VI Coordinator no later than January 31 of each year. The Title VI Coordinator shall make a city wide report to the Common Council and Mayor no later than March 31 of each year of the City's efforts, any deficiencies, future plans, and corrective actions.

## **Title VI Key Players and Responsibilities**

### *Title VI/ADA Coordinators*

The Title VI Coordinator and ADA Coordinator work together to oversee the coordination of the City's compliance with Title VI and Section 504 statutes, regulations, and directives. These coordinators report directly to the Deputy Mayor and Mayor. Responsibilities include, but are not limited to:

- Implementing the City's Title VI Implementation Plan and ADA Transition Plan;
- Assisting with the development of processes and procedures for the investigation of complaints filed under Title VI and ADA;
- Coordinating Title VI and ADA program development with City Department Heads;
- Preparing required reports as necessary;
- Participating in the design, development, and dissemination of Title VI and ADA information to the public; and
- Updating the City's Title VI Implementation Plan and ADA Transition Plan as required.

The City's Title VI Coordinator is its Corporation Counsel.

Krista S. Taggart  
Corporation Counsel  
300 S. Madison Avenue  
Greenwood, Indiana 46142  
(317) 888-0494  
taggartk@greenwood.in.gov

The City's ADA Coordinator is its City Engineer/Director of Community Development Services.

Mark Richards  
City Engineer and Director of Community Development Services  
300 S. Madison Avenue  
Greenwood, Indiana 46142  
(317) 887-5230  
richardma@greenwood.in.gov

#### *Title VI/ADA Liaisons*

City Department Heads serve as individual Title VI/ADA Liaisons for their particular areas of responsibility. Their duties include:

- Ensuring compliance with Title VI, ADA, and related nondiscrimination laws and regulations;
- Removing programmatic and architectural barriers from programs and activities in accordance with relevant nondiscrimination laws and regulations;
- Ensuring meaningful access to City services and programs to minorities, persons with limited English proficiencies, and low income persons; and
- Providing input in the development and review of the Title VI Implementation Plan and ADA Transition Plan.

### **Overview of Title VI Policies, Practices, and Procedures**

#### **Employer/Employee Dissemination and Training**

All City employees receive training on the City's Employee Handbook, which contains its Anti-Discrimination, Americans with Disabilities, Equal Employment Opportunity, and Non-Harassment Policies. The City's Title VI Policy and Plan education will be provided to all City employees. City employees will be required to sign an acknowledgement of receipt indicating they have reviewed and received the Title VI Policy and Plan which will be placed in their personnel file. New employees will be provided with the policy and training as part of their new hire orientation. Updated education and training will be provided periodically as deemed necessary.

Employees are expected to follow the City's Title VI Policy and Plan. City employees are expected to make every effort to alleviate any barriers to service or public use that would restrict public access or usage, take prompt and reasonable action to avoid or minimize discrimination incidences, and immediately notify the Title VI Coordinator or ADA Coordinator, in writing, of any questions, complaints, or allegations of discrimination.

#### **Contractors, Subcontractors, Vendors, and Consultants**

All contractors, subcontractors, vendors, and consultants who receive payments from the City where funding originates from any federal or state assistance programs are subject to the provisions of the Title

VI. The City includes a condition of non-discrimination in all City contracts. The City will include Title VI language, as per the Standard U.S. DOT Title VI Assurance contained in Exhibit 1, as relevant and appropriate in written agreements and bid notices.

### **Title VI Complaint Process**

Any person who believes that he or she or any other program beneficiaries have been subjected to unequal treatment or discrimination in his or her receipt of benefits and/or services from the City or by a contractor or sub-recipient on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, religion, veteran status, familial status, Limited English Proficiency, or any other protected classification under federal law may file a complaint according to the below procedures with the City's Title VI Coordinator, Krista S. Taggart at 300 S. Madison Avenue, Greenwood, Indiana, 46142 (317) 888-0494.

- The complaint must be filed in writing with the City's Title VI Coordinator in the Legal Department within 180 days of: the date of the alleged discriminatory act or occurrence; the date the person became aware of the alleged discrimination; or where there has been a continuing course of discriminatory conduct, the date on which the conduct was discontinued.
- Complaints must be signed by the individual complainant or his or her representative and include the name, address, telephone number of complainant, the name of the individual who performed the alleged discriminatory act, the basis of the complaint (protected classification), and the date of the alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must also be included.
- If a complainant is unable or incapable of providing a written account, a verbal account may be made to a member of the City's Legal Department who will convert the verbal allegation into written form.
- When a complaint is received, the Legal Department will provide written acknowledgement to the complainant within 10 business days by registered mail and will request any additional information needed to fully evaluate the complaint. Any additional information requested must be provided to the City within 60 days from the postmark date on the City's acknowledgement letter.
- The Legal Department will notify INDOT and any other relevant state or federal agencies of any and all complaints within ten (10) days of receipt.
- Within 30 days from receipt of a complete complaint, the City will determine its jurisdiction in the matter, whether a complaint has sufficient merit warranting investigation, and will send written notice of this determination to the complainant by registered mail.
- If the decision is not to investigate the complaint, the notification shall specify the reason for the decision.

- If the decision is to investigate, the notification shall state the grounds of the City's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator and will provide notice to all relevant state/federal agencies of the investigation. At this time, the party alleged to have acted in a discriminatory manner will also be notified by registered mail as to the complaint.
- All other complaints will be investigated by the Title VI Coordinator and the Legal Department.
- The Title VI Coordinator and the Legal Department shall complete the investigation within 60 days of the receipt of the completed complaint and forward a report to the relevant City board/commission and to the appropriate state/federal agencies for comment.
- The report shall include a narrative description of the incident, a summary of all persons interviewed and all investigatory steps taken, findings with recommendations and remedial measures where/if appropriate. When appropriate, the appropriate board or commission shall hold a public hearing.
- If for some reason the investigation cannot be completed within the 60 day period, written notice shall be provided to the relevant City board/commission and the complainant explaining the reason and timeline for the extension.
- Following the receipt of any comments from any relevant state/federal agencies and a final decision on the matter by the relevant City board/commission, the Legal Department will issue a letter of findings and corrective action on behalf of the board/commission that will be taken, if appropriate, to the complainant.
- If a party is not satisfied with the results of the investigation or the complaint, the party may appeal the decision to the appropriate federal or state agency or judicial body. The final notice provided to the complainant shall contain a statement regarding rights of appeal.
- The Title VI Coordinator shall maintain a log of all complaints and copies of all the complaints shall be maintained for a minimum of three (3) years. A sample complaint log is attached is hereto as Exhibit 2.

### **Community Outreach and Involvement**

Title VI information shall be displayed in the City Center building and all places where public meetings are held. The name and contact information of the City Title VI Coordinator and ADA Coordinator will be displayed alongside such information.

The City's Title VI Plan and ADA Plan and complaint procedures are available on the City's website. Copies of these plans will be provided to the public free of charge upon request. Translated copies of the plans will be made available upon request.

The City is committed to ensuring that community involvement and outreach is done in a respectful and inclusive manner that will allow for diverse involvement. Public meetings, programs, and activities will provide equitable opportunities for participating. City Council, board, and commission meetings are open to the public. All public meetings are publishing on the City's website and distributed to local media outlets. All public meetings are held in locations accessible to individuals with disabilities. Upon request, assistance and translation services may be made available to individuals in need of such services if requests are received at least forty-eight (48) hours in advance.

### **Data Collection**

Pursuant to federal regulations, the City shall collect and analyze statistical information regarding demographics to assist in monitoring and ensuring nondiscrimination in all of its programs and activities. The City shall begin utilization of a voluntary Title VI public involvement survey that will be available at all public hearings and meetings. The survey will allow respondents to remain anonymous. The survey will ask questions regarding the respondent's gender, ethnicity, race, age, income, English proficiency, and whether they are disabled. Completed surveys will be retained by the Title VI Coordinator for three (3) years. The City shall also begin including voluntary questions regarding demographics in its registration materials for certain programs. All data will be subject to a disparate impact analysis for potential discrimination.

The Title VI Coordinator will also collect and report statistical data for the past three (3) years as it relates to the number of federally funded projects, complaints filed, and the results of those complaints and any requests for language services, demographic statistics and department compliance reviews.

### **Sub-Recipient Monitoring**

All City contracts will contain an anti-discrimination clause. Appropriate contracts will contain the relevant federal assurances. Department Heads charged with leading programs and projects will ensure that appropriate pre and post-award sub-recipient monitoring policies are implemented. Records of all compliance reviews will be maintained for at least three (3) years from the date the project or program is complete.

### **Enforcement**

Failure of employees to abide by the City's Title VI policy may result in discipline, up to and including termination. Failure of vendors, consultants, or sub-recipients to comply with the City's Title VI policy will be considered a material breach of the contract and may result in termination of the contract and refusal of additional contracts.

## **Americans with Disabilities Act**

The City will make every reasonable effort to ensure that no individual with a disability will be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any of the City's programs or activities.

Additional information regarding the City's ADA policy can be found in the City's ADA Transition Plan on the City's website. Questions, concerns, comments or requests regarding the ADA should be made to the City's ADA Coordinator.

## **Limited English Proficiency Plan**

The City is committed to identifying reasonable steps for providing language assistance to individuals with limited English proficiency who wish to access services provided by the City. In developing its Limited English Proficiency Plan, the City utilized the U.S. Department of Transportation's four factor test:

1. The number or proportion of LEP in the service area who may be served or are likely to encounter a City program, activity, or service.
2. The frequency with which LEP persons come in contact with City programs, activities, or services.
3. The nature and importance of programs, activities, or services provided by the City to the LEP population.
4. The resources available to the City and the overall costs to provide LEP assistance.

Using 2014 American Community Survey data, it has been estimated that 9.1% of the City's population, age five (5) years and older, speak a language other than English. Therefore, it is estimated that 90.9% of the City's population, age five (5) years and over, speak only English. Languages other than English spoken include: Spanish, Punjabi, Chinese, and other Indo-European, Asian and Pacific Islander languages. Of those reporting that they speak a language other than English, 74.6% report that they speak English very well.

The City is in the process of assessing the frequency with which LEP individuals come in contact with any of its programs, activities, and services. On December 1, 2015, it began a six (6) month study period in which all City employees who occupy positions that interface frequently with members of the general public are asked to document encounters with LEP individuals via an LEP data sheet. By tracking phone conversations, direct communications, and requests for language assistance, the City will be better able to determine the scope of LEP assistance it needs to provide.

The City provides vitally important public safety services; utility services; transportation infrastructure; and recreational programs to the general public. As it completes its six (6) month LEP study, it will be better able to discern the areas of service that LEP individuals use most frequently and target LEP assistance to those programs and services.

Once the City has determined the need for LEP assistance, it will begin a study of community resources to aid it in providing assistance and translation services. A cost analysis will then be conducted.

The City is committed to re-evaluating its LEP plan periodically as the community profile and demographics of the City continue to change and evolve. Individuals requiring special language services or accommodations should contact the City's Title VI Coordinator.

### **Social Equity and Environmental Justice**

Ensuring the meaningful involvement of low income, minority, disabled, senior, and other traditionally under-represented communities is a key component of the City's public participation activities. The City's policies, procedures, and programs are consistent with federal and state environmental justice laws, regulations, and requirements, Title VI, related nondiscrimination requirements, and reflect the principles of social equity and environmental justice. Social equity means ensuring that all communities are treated fairly and are given equal opportunity to participate in the planning and decision making process, with an emphasis on ensuring that traditionally disadvantaged groups are not left behind. Environmental justice means ensuring that plans, policies, and actions do not disproportionately affect low income and minority communities. The City will include a social and environmental justice review component during the planning stages of all major capital projects and programs. The City will develop a Public Participation Plan that details how public participation is solicited, captured, and utilized for each such project and program.

## EXHIBIT 1

### City of Greenwood Title VI Assurances

The **City of Greenwood, Indiana** (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation and the Federal Highway Administration, 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 (CFR), 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, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures (hereinafter referred to as the Regulations) and other pertinent nondiscrimination authorities and directives, to the end that in accordance with the Act, Regulations, and other pertinent nondiscrimination authorities and directives, no person in the United States shall, on the grounds of race color, or national origin, sex (23 USC 324), age (42 USC 6101), disability/handicap (29 USC 790) and low income (Executive Order 12898) 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 Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Title 49 Code of Federal Regulations, subsection 21.7(a)(1) and Title 23 Code of Federal Regulations, section 200.9(a) (1) of the Regulations, copies of which are attached.

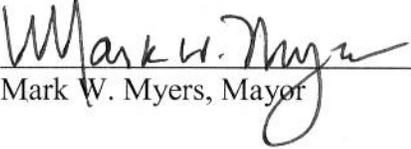
More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in 49 CFR subsections 21.23(e) and (b) and 23 CFR 200.5(k) and (g) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. 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 Federal-Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

The recipient in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, disadvantaged business enterprises 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, sexual orientation, gender identify, age, disability/handicap, religion and / or low income in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Acts and the Regulations.
4. 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 effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and 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 shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses 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 the Federal-Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal- Aid Highway 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 shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom 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 enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

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 Department of Transportation under the Federal-Aid Highway Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal-Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient

  
\_\_\_\_\_  
Mark W. Myers, Mayor

Sept. 19, 2016  
\_\_\_\_\_  
Date

## 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 shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation (INDOT) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, INDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as INDOT or the

FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

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

### (GRANTING CLAUSE)

NOW, THEREFORE, the \_\_\_\_\_, as authorized by law, and upon the condition that the \_\_\_\_\_ will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code of Federal Regulations, the Regulations for the Administration of Federal-Aid Highway Programs and the policies and procedures prescribed by FHWA, also in accordance with and 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 and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (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 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the \_\_\_\_\_ all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the \_\_\_\_\_ 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 shall be binding on the \_\_\_\_\_ its successors and assigns.

The \_\_\_\_\_, 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 religion, race, color, or national origin, sex, sexual orientation, gender identify, age, and disability/handicap, and low income 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 \_\_\_\_\_ shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, 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, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the \_\_\_\_\_ shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the \_\_\_\_\_ and its assigns as such interest existed prior to this instruction.\*

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

## APPENDIX C

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

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his 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 (deed, license, lease, permit, 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, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed 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, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, INDOT shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deed.]\*

That in the event of breach of any of the above nondiscrimination covenants, Indiana Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of INDOT and its assigns.

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

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his 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, sex, age, disability/handicap, and low income shall be excluded from participation in, denied the benefits of, or he 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, sex, age, disability/handicap and low income, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other 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), Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, INDOT shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, \_\_\_ shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of INDOR and its assigns

**EXHIBIT 2**

**Title VI Complaint Form/Log**

**Top portion to be filed out by Complainant:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Alleged Protected Classification: \_\_\_\_\_

Nature of the Complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Alleged Discriminating Party: \_\_\_\_\_

Dates Discriminating Acts Occurred: \_\_\_\_\_

Please attach a statement describing the details and facts of your alleged claim.

**To be completed by staff:**

Date Complaint Received: \_\_\_\_\_

Date Investigation Completed: \_\_\_\_\_

Date Referred to Board/Commission: \_\_\_\_\_

Final Disposition: \_\_\_\_\_

Date of Final Disposition: \_\_\_\_\_

Corrective Action, if any: \_\_\_\_\_

\_\_\_\_\_