

**FHWA-SUBRECIPIENT  
TITLE VI/NONDISCRIMINATION AGREEMENT & ASSURANCES  
FFY 2018**

NOTE: This signed document will serve as the *Title VI Implementation Plan* that meets the requirements of FHWA and no additional *Title VI Implementation Plan* is required. However, the annual *WisDOT Title VI FHWA-Subrecipient Survey* IS REQUIRED by ALL Subrecipients to meet the requirements of the *Title VI Annual Work Plan and Accomplishments Report* for FHWA Title VI activities.

For jurisdictions receiving FTA funding: in addition to signing and submitting this *FHWA- Subrecipient Title VI/Nondiscrimination Agreement and Assurances FFY 2018 (Agreement and Assurances)*, a separate *Title VI Annual Work Plan and Accomplishments Report* must be submitted to the WisDOT, Bureau of Planning and Economic Development (BOPED), AND the Annual *WisDOT Title VI Subrecipient Survey* must be completed and submitted to the WisDOT Office of Business Opportunity and Equity Compliance (OBOEC), Title VI Office to meet FHWA compliance requirements.

This *Agreement and Assurances* is between the Wisconsin Department of Transportation (WisDOT) and [insert FHWA Subrecipient organization] La Crosse Area Planning Committee a WisDOT Subrecipient of Federal Highway Administration (FHWA) funds.

**Subrecipient Title VI Coordinator (STSC) for FHWA Activities and Monitoring:**

Name: Tom Faella Title: Executive Director  
Employing Organization: La Crosse County  
Mailing Address: 216 6<sup>th</sup> St. N; La Crosse, WI 54601  
Email Address: TFaella@LaCrosseCounty.org  
Phone: 608-785-5977 Fax: \_\_\_\_\_

Name of Executive Director (Signatory of this document) Tom Faella

Does your organization require the approval of a Board or Commission to execute this *Agreement and Assurances*? Yes  No

**I. Introduction**

The Wisconsin Department of Transportation (WisDOT) is a recipient of Federal Highway Administration (FHWA) financial assistance. All entities that receive FHWA funding through WisDOT are termed "Subrecipients" of FHWA funds. WisDOT is responsible for annual monitoring and reporting on Title VI/Nondiscrimination compliance and the activities of all its Subrecipients. Subrecipients are required to comply with various nondiscrimination laws and regulations, including the Title VI Civil Rights Act of 1964, to be eligible to continue receiving FHWA financial assistance. This *FHWA-Subrecipient Title VI/Nondiscrimination Agreement and Assurances FFY 2018* (hereafter referred to as *Agreement and Assurances*) is a binding legal agreement between WisDOT and the Subrecipient that provides a framework and the required assurances for the Subrecipient to obtain FHWA Title VI compliance.

Additionally, this **Agreement and Assurances**, in conjunction with the annual **WisDOT Title VI Subrecipient Survey** serves as the above Subrecipients' FHWA **Title VI Implementation Plan**. Each Subrecipient entering this **Agreement and Assurances** is responsible for knowing and understanding all policies, procedures and expectations contained herein.

## II. Policy Statement

The above identified WisDOT Subrecipient Organization of Federal Highway Administration (FHWA) funds, (hereinafter referred to as the "Subrecipient") assures that no person shall, on the grounds of race, color, national origin, sex, age, disability, low income or Limited English Proficiency (LEP), as provided by the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Subrecipient further assures every effort will be made to ensure non-discrimination in all its programs and activities whether those programs and activities are federally-funded or not.

In the event the Subrecipient distributes federal aid funds to additional subrecipients such as: contractors, consultants, sub-grantees, subcontractors, transferees, successors in interest and other participants (hereinafter referred to as "contractors/consultants"), the Subrecipient will include Title VI language in all written agreements and will monitor all contractors/consultants for compliance (see Appendices 1-3).

The Subrecipient Executive Director has authorized and charged the above identified Subrecipient Title VI Coordinator (STSC) with the authority and responsibility for initiating and monitoring the Title VI activities of itself and its subcontractors, for preparing reports, and for other responsibilities as required by 23 Code of Federal Regulations (CFR) 200, and 49 CFR 21.

## III. Authorities

The above Title VI Policy Statement and the following Assurances are provided under a range of authorities, including federal laws, regulations and Executive Orders (see 23 CFR 200.5(p)). Those authorities (hereinafter referred to as "Acts and Regulations") include, but are not limited to:

- The Title VI of the Civil Rights Act of 1964 - (Race, Color, National Origin)
- The 1970 Uniform Act (42 U.S.C. 4601)- (Persons Displaced/Property Acquired)
- Section 162(a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324)- (Sex)
- Section 504 of the 1973 Rehabilitation Act (29 USC 790)- (Handicap/Disability)
- The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) – (Age)
- Implementing Regulation 49 CFR 21
- Implementing Regulation 23 CFR 200
- Executive Order 12898 - (Environmental Justice for Low Income and Minorities)
- Executive Order 13166 – (Low English Proficiency (LEP))
- The Civil Rights Restoration Act of 1987 (P.L. 100-209) – (Broadened Scope of "programs or activities")
- The Americans with Disabilities Act of 1990 (Highways, Streets and Traffic Management)

The Civil Rights Restoration Act of 1987 (Public Law 100-259 [S.557] March 22, 1988) broadened the scope of Title VI coverage by expanding the definition of the terms "programs or activities" to include all programs or activities conducted by federal aid recipients, Subrecipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

## IV. Title VI Program

### A. Organization and Staffing

1. Pursuant to 23 CFR 200, the Subrecipient has appointed or will appoint, within thirty days of signing this **Agreement and Assurances**, the above identified Subrecipient Title VI Coordinator (STSC) as the designated representative for responsibilities and actions pertaining to this **Agreement and Assurances** and who is responsible for implementing the Subrecipients' Title VI Program.
2. The Subrecipient will attach to this **Agreement and Assurances**, or otherwise provide WisDOT with a copy of the Subrecipients' organizational chart illustrating the level and placement of the STSC within thirty days of the signing of this **Agreement and Assurances**.
3. The Subrecipient will immediately notify WisDOT in writing of any changes to the Subrecipients' organizational chart, STSC, or STSC contact information.

## V. Assurances (Consistent with 49 CFR 21.7)

### A. The Subrecipient, [insert organization name], hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, sex, age, disability, low income or Limited English Proficiency (LEP) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Subrecipient whether those programs and activities are federally funded or not.
2. That the Subrecipient will promptly take any measures necessary to effectuate this **Agreement and Assurances**.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be conducted (with regard to a program or activity), or will be operated (with regard to a facility) in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this **Agreement and Assurances**.
4. 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 Subrecipient by the Wisconsin Department of Transportation (WisDOT) under a federally-funded program. These Assurances are binding on it, additional sub-recipients, sub-grantees, contractors, consultants, subcontractors, transferees, successors in interest and other participants.
5. That the person or persons whose signature(s) appear below are authorized to sign this **Agreement and Assurances** on behalf of the Subrecipient.
6. That the Subrecipient shall insert the following notification in all solicitations for bids for work or material subject to the Acts and Regulations and made in connection with all federally funded programs and, in adapted form, in all proposals for negotiated agreements.

The Subrecipient, 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 of the Secretary, Part 21, “Nondiscrimination in Federally-assisted programs of the Department of Transportation”*** issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 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, or sex in consideration for an award.

7. That the Subrecipient shall insert the clauses of Appendix 1 of this ***Agreement and Assurances*** in every contract subject to the Act and the Regulations.
8. That the Subrecipient shall insert the clauses of Appendix 2 of this ***Agreement and Assurances***, 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.
9. That the Subrecipient shall include the appropriate clauses set forth in Appendix 3 of this ***Agreement and Assurances***, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Subrecipient with other parties: (a) for the subsequent transfer of real property acquired or improved under an FHWA aid program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a FHWA aid program.
10. The Subrecipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts and Regulations, and this ***Agreement and Assurances***.

## VI. Implementation Procedures

- A. This ***Agreement and Assurances***, shall serve as the ***Title VI Implementation Plan*** for the named Subrecipient for the Subrecipient’s FHWA activities. This ***Agreement and Assurances***, when submitted in combination with the ***WisDOT Title VI Subrecipient Survey***, shall also fulfill the requirements of the ***FHWA Title VI Annual Work Plan and Accomplishments Report*** (pursuant to 23 CFR 200 and 49 CFR 21).
- B. For the purpose of this ***Agreement and Assurances***, “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 Subrecipient, or in recognition of the public interest to be served by such sale or lease to the Subrecipient, and

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

**C. The Subrecipient shall:**

1. Issue a policy statement, signed by the head of the Subrecipient, which expresses its commitment to the nondiscrimination provisions of the Title VI Acts and Regulations. The policy statement shall be circulated throughout the Subrecipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by WisDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this **Agreement and Assurances** and the Acts and Regulations. The head of the Subrecipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a manager who has a responsible position in the organization and easy access to the head of the Subrecipient organization. This unit shall contain a Subrecipient Title VI Coordinator (STSC).
4. Designate a Subrecipient Title VI Coordinator (STSC) annually. The STSC shall be responsible for initiating and monitoring Title VI activities, preparing required reports and other activities as appropriate to the Subrecipient's Title VI Program, the Acts and Regulations and this **Agreement and Assurances**.
5. Process complaints of discrimination consistent with the provisions contained in this **Agreement and Assurances** (see section VII for details):
6. Collect statistical data (race, color, national origin, sex, age, disability, low income, or LEP) of participants in, and beneficiaries of the programs and activities conducted by the Subrecipient.
  - i.
7. Conduct Title VI reviews of the Subrecipient program areas and activities, and reviews of all contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
  - i.
8. Attend and/or conduct training programs on Title VI and related statutes, regulations and procedures.
9. The **WisDOT Title VI Subrecipient Survey**, as issued annually by WisDOT, in combination with this signed **Agreement and Assurances**, and **when fully completed, including provisions of 2) below, and submitted to the WisDOT Title VI Office by the Subrecipient,** shall serve as the annually required **Title VI Work Plan and Accomplishments Report**.
10. Subrecipients shall submit either separately, or as an attachment to the annual **Subrecipient Title VI Survey**, the following information to meet the requirements of the **Title VI Annual Work Plan and Accomplishments Report** for FHWA.
  - a. **Accomplishments Report:**
    - 1) A description of FHWA Title VI issues that were identified

- 2) A description of discrimination that was prevented
- 3) A description of activities and efforts undertaken by the STSC, Program Area personnel or others to monitor FHWA Title VI activities
- 4) A description of any corrective action taken on any discrimination issues
- 5) A description of the scope and conclusions of any special reviews (internal or external) conducted by the STSC or others within the Subrecipient Organization
- 6) A summary and status report on all Title VI complaints filed with the Subrecipient.
- 7) Any clarifying comments, descriptions of procedures, and any additional major goals for the following year
- 8) Major accomplishments regarding Title VI activities.

b. **Annual Work Plan:**

- 1) Title VI/nondiscrimination goals for the following year
- 2) A matrix or outline of planned Title VI monitoring and review activities (Work Plan) for the coming year to include:
  - i. The matrix or outline shall provide the name and title of who will be completing each activity, and
  - ii. The matrix or outline shall provide the target date for completion of all activities planned for the coming year.

## VII. Discrimination Complaint Procedures

### A. The Subrecipient adopts the following discrimination complaint procedures:

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination by the Subrecipient or sub-grantees, contractors, consultants, subcontractors, transferees, successors in interest and other participants prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Restoration Act of 1987 as amended, or the Americans with Disabilities Act of 1990, may file a complaint with the STSC, the Wisconsin Department of Transportation, Office of Business Opportunity and Equity Compliance (WisDOT, OBOEC) or FHWA. A complaint may also be filed by a representative on behalf of such a person. Complaints submitted to the Subrecipient will be processed (see numbers 4. And 5. below) and referred to the WisDOT, Title VI Office or FHWA for review and action.
2. In order to have the complaint considered under this procedure, the Complainant (including Verbal Complainants, see below) must file the complaint no later than 180 days after:
  - a. The date of alleged act of discrimination; or

- b. Where there has been a continuing course of conduct, the date on which that conduct was last encountered.

In either case, the WisDOT Title VI Coordinator or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the Complainant and/or the Complainant's representative. Complaints shall set forth, as fully as possible, the facts and circumstances surrounding the claimed discrimination. In the event that a verbal complaint is made by a Complainant (referred to as a "Verbal Complainant") of discrimination to an officer or employee of the Subrecipient, the Verbal Complainant shall be referred to STSC and will be asked to put provide their name and contact information and to put their complaint in writing. In the even the Verbal Complainant requires assistance, her or she will immediately be referred to the WisDOT Title VI Coordinator for an interview, or the WisDOT Title VI Coordinator will be referred to the Verbal Complainant. If necessary, the WisDOT Title VI Coordinator will assist the Verbal Complainant with putting the complaint into writing and will provide the written version complaint to the Verbal Complainant for signature. The complaint shall then be handled according to WisDOT's investigative procedures.
4. Within 10 days of receiving a complaint the STSC shall:
  - a. Inform the Complainant that the allegation has been received
  - b. Forward all complaints against the Subrecipient organization to the WisDOT, Title VI Office or to the FHWA District Office for investigation (see contact information below).
  - c. Forward all complaints regarding transit or transit systems to the Federal Transit Administration (FTA) for investigation
  - d. Except complaints related to transit, forward all complaints against the Wisconsin Department of Transportation or regarding its projects or activities, to the Federal Highway Administration (FHWA) District Office for investigation (see contact information below)
5. The STSC should confirm that, generally, the following information is included in every complaint forwarded to WisDOT:
  - a. Name, address, and phone number of the Complainant.
  - b. Name(s) and address(es) of alleged discriminating party or parties.
  - c. Basis of complaint (i.e., race, color, national origin, sex, age, disability, low income or LEP).
  - d. The nature of the complaint.
  - e. Date of alleged discriminatory act(s).
  - f. Date of complaint received by the Subrecipient.
  - g. The original statement (or copy) of the complaint as provided by the Complainant.
  - h. Other agencies (state, local or Federal) where the complaint has been filed.

- i. An explanation of the actions the Subrecipient recommends to resolve the issue raised in the complaint.
6. Within 10 days, the WisDOT Title VI Coordinator will:
    - a. Inform the STSC and the Complainant that the allegation has been received
    - b. Inform the Complainant if any action has been taken or if there is any other action needed to investigate the allegation
    - c. Advise the Complainant of other avenues of redress available, such as FHWA or USDOT
  7. Within 60 days, the WisDOT Title VI Coordinator will conduct an investigation of the allegation and, based on the information obtained, will render a recommendation for action in a report of findings to the head of the Subrecipient organization. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
  8. Within 90 days of receipt of the complaint, WisDOT will notify the Complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the Complainant of his/her appeal rights with FHWA, or USDOT, if they are dissatisfied with the final decision rendered by WisDOT. The WisDOT Title VI Coordinator will provide the FHWA District Office with a copy of this decision and summary of findings upon completion of the investigation.

**WisDOT Contact Information:**

Wisconsin Department of Transportation  
 OBOEC, Title VI Office  
 Attn: Mary Robb  
 Title VI Coordinator  
 P.O. Box 7965  
 4802 Sheboygan Ave., Room 451  
 Madison, Wisconsin 53707-7965  
 Phone (608) 267-4489 Fax: (608) 267-3641  
[mary.robbs@dot.wi.gov](mailto:mary.robbs@dot.wi.gov)

**Complaints Regarding WisDOT Services, Facilities or Employee(s) at any location may be sent to:**

**Federal Highway Administration**  
 Wisconsin Division  
 525 Junction Road, Suite 8000  
 Madison, WI 53717  
 Phone: (608) 829-7500  
 Fax: (608) 662-2121  
[Wisconsin.FHWA@dot.gov](mailto:Wisconsin.FHWA@dot.gov)

i.

**OR: Federal Highway Administration**  
**U.S. Department of Transportation**  
 Office of Civil Rights  
 1200 New Jersey Avenue, SE  
 8th Floor E81-105  
 Washington, DC 20590  
 Phone: 202-366-0693  
 Fax: 202-366-1599  
[CivilRights.FHWA@dot.gov](mailto:CivilRights.FHWA@dot.gov)



## VIII. Sanctions

1. In the event the Subrecipient fails or refuses to comply with the terms of this **Agreement and Assurances**, WisDOT may take any or all of the following actions:
2. Cancel, terminate, or suspend this **Agreement and Assurances** in whole or in part;
3. Refrain from extending any further assistance to the Subrecipient under the program from which the failure or refusal occurred, or any other program, until sufficient evidence of past correction of noncompliance and/or satisfactory assurance of future compliance has been received from the Subrecipient.
4. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Subrecipient.
5. Refer the case to the U.S. Department of Justice for appropriate legal proceedings.

## IX. Signatures

By signing this *Agreement and Assurances*, the Executive Director of the Subrecipient organization named below (e.g. RPC, MPO, County or City) agrees and is guaranteeing responsibility for the execution and implementation of the above Policy, Assurances and procedures and is agrees that the Subrecipient organization is performing the stated tasks and procedures or is seeking assistance from the Wisconsin Department of Transportation to perform all aspects of the Policy, Assurances and procedures herein.

### Wisconsin Department of Transportation

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Agency/Office

\_\_\_\_\_  
Date

### Subrecipient Executive Director:

*Tom Faella*  
\_\_\_\_\_  
Signature

*Executive Director*  
\_\_\_\_\_  
Title

*LaCrosse Area Planning Committee*  
\_\_\_\_\_  
Employing Agency or Organization

*12/4/2017*  
\_\_\_\_\_  
Date

# Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest, agrees as follows:

## **1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, 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. Non-discrimination**

The contractor/consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor/consultant shall not participate either directly or indirectly in the discrimination prohibited by 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 Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

## **4. Information and Reports**

The contractor/consultant 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 contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor/consultant is in the exclusive possession of another who fails or refuses to furnish this information, the contractor/consultant shall so certify to WISDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

## **5. Sanctions for Non-compliance**

In the event of the contractor/consultant's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor/consultant under the contract until the contractor/consultant complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

# Appendix 1

## 6. Incorporation of Provisions

The contractor/consultant shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor/consultant shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor/consultant becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor/consultant may request WISDOT enter into such litigation to protect the interests of the state and, in addition, the contractor/consultant may request the USDOT enter into such litigation to protect the interests of the United States.

## Appendix 2

The following clauses shall be included 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, Department of Transportation, as authorized by law, and upon the condition that the State of Wisconsin 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 and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation WISDOT (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 the State of Wisconsin all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### **HABENDUM CLAUSE**

TO HAVE AND TO HOLD said lands and interests therein unto the State of Wisconsin, 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 provisions of similar services or benefits and shall be binding on the State of Wisconsin, its successors, and assigns.

The State of Wisconsin, 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 or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, and (2) that the State of Wisconsin, 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, Non-discrimination 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 non-discrimination conditions, the department 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.<sup>1</sup>

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<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964.

## Appendix 3

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient pursuant to the provisions of Assurance 9.

The LESSEE, 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 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, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE 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, Non-discrimination 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 non-discrimination covenants, the STATE 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 has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Wisconsin State Department of Transportation pursuant to the provisions of Assurance 9.

The LESSEE, or 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 as a covenant running with the land that (1) no person, on the grounds of race, color, sex, 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, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE 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, Non-discrimination 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 non-discrimination covenants, the STATE 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.