



**TITLE VI ACCOMPLISHMENTS & GOALS REPORT**

This outline is for LPA and other governmental entities to report Title VI activities that occurred over the past year and report Title VI goals for the upcoming year. Reports must be returned on or before due date to meet eligibility requirements for federal funding. Send to TitleVI@WSDOT.wa.gov

*DUE DATES:* Refer to Section 28.3 for scheduled reporting period and due date

**Contact Information**

Name and title of administrator (signature on Standard Assurances): **Robert Putaansuu, Mayor**

Mailing Address: 216 Prospect Street

City: Port Orchard WA Zip Code: 98366 County: Kitsap

Phone #: 360.876.4407 email address: rputaansuu@portorchardwa.gov

Name and title of head of transportation-related services: **Tony Lang, Public Works Director**

Mailing Address: 216 Prospect Street

City: Port Orchard WA Zip Code: 98366 County: Kitsap

Phone #: 360.876.4991 email address: publicworks@portorchardwa.gov

Name and title of designated Title VI coordinator\*: **Brandy Wallace, City Clerk**

Mailing Address: 216 Prospect Street

City: Port Orchard WA Zip Code: 98366 County: Kitsap

Phone #: 360.876.4407 email address: cityclerk@portorchardwa.gov

\*When the Title VI coordinator changes, notify TitleVI@WSDOT.wa.gov within 30 days.

To comply with Title VI requirements, each annual report submission must include signed Standard Assurances (USDOT1050.2A).

**Accomplishments**

- 1. Have there been any changes to the approved Title VI Plan that have not been reported to OEO? If Yes, please submit an update to the Title VI Plan with a new signature.

**Port Orchard City Council adopted WSDOT’s Title VI Plan on October 25, 2022. Letter of Intent to Comply with WSDOT’s Title VI Plan was sent to the OEER.**

- 2. Organization, Staffing, Structure – Describe the Title VI Program reporting structure including the Title VI Coordinator, Administrative Head, and transportation-related staff. The list should include name, race, color, and national origin of each individual. Include the same details if your LPA has a volunteer or appointed board related to transportation decision making.

Name	Title	Race/Color/National Origin	Department/Advisory Board
Rob Putaansuu	Mayor / Title VI Administrator	N/A	Mayor
Tony Lang	Public Works Director	N/A	Public Works/Transportation Committee
Chris Hammer	City Engineer	N/A	Public Works/Transportation Committee
Brandy Wallace	City Clerk/Title VI Coordinator	N/A	Clerk's/Administration
Debbie Lund	HR Manager/ADA Coordinator	N/A	Administration
Nick Bond	Director of Community Development/ROW Rep.	N/A	Community Development
Mark Trenary	Councilmember	N/A	Transportation Committee
Scott Diener	Councilmember	N/A	Transportation Committee
Fred Chang	Councilmember	N/A	Transportation Committee

3. Community Demographics – Using a map of the LPA's boundaries, describe the demographics of the LPA's service area (e.g., race, color, national origin, low-income). List, by individual languages, the percent of the population(s) that is limited English proficient.

- White: 75.4%
- Two or more races: 11.4%
- Asian: 6.0%

- Black or African American: 2.4%
- Native Hawaiian or Pacific Islander: 2.2%
- Hispanic or Latino: 12.9%
- American Indian and Alaska Native: 2.2%

*Language:*

- Asian and Pacific Island: 4.29%
- Spanish: 1.94%
- Other Indo-European: .57%

4. Complaints – Provide a copy of the LPA’s Title VI complaint log, including new Title VI complaints received during this reporting period and any still pending. Include the basis of the complaint (race, color, national origin) and describe the disposition (status/outcome).

**No complaints were received.**

5. Planning – Describe the transportation planning activities performed this reporting period. Describe the actions taken to promote Title VI compliance regarding transportation planning, including monitoring and review processes, community involvement, their outcome or status. Include examples of community outreach.

**City Transportation Plan updated as part of the City’s annual Comprehensive Plan amendments and Budget process.**

6. Right-of-way actions – Describe activities during this reporting period associated with the purchase, sale, lease/use, or transfer of real property (related to highway transportation/public right-of-way use). Include demographic information of affected populations. For example, the race, color, national origin of affected property/business owners(s)/tenant(s).

**Bay Street Pedestrian Pathway Segments 6 to 11 Project – City Funded. None of the persons effected were reported to be minorities. One white. One refused to answer the question.**

**\*\*Please see the attached FHWA Stats Report.**

7. Identify right-of-way appraisers and acquisition staff (used during this reporting period) by race, color, national origin.

**Bay Street Pedestrian Pathway Segments 6 to 11 project– City Funded. Tierra Right-of-Way Services. Completed acquisition of 2 residential parcels.**

**Marge Bailey and Leslie Findley - American Caucasian**

**\*\*Please see the attached FHWA Stats Report.**

8. Studies and Plans – Were any transportation studies (including environmental reviews) conducted or transportation plans completed during this reporting period? Identify the data source(s) and provide data summary (Title VI/Environmental Justice Analysis) relative to ethnicity, race, languages spoken, neighborhoods, income levels, physical environments, and/or travel habits. Explain how data was used in these studies/reviews/plans.

**Bethel Rd. and Sedgwick Rd. Traffic Analysis Study – Federal HSIP funded. On-call Traffic Consultant used. This study involved evaluating traffic signal operations. The study did not include a public involvement component.**

9. Project Location and Design – Provide a list of construction projects that began during this reporting period. Using a map of the LPAs service area, identify project locations, and a brief description of the projects' benefits/burdens to affected populations. If possible, provide a map that overlays projects with the racial composition of affected neighborhoods.

**Bethel Lincoln Round-about Project – Federal HSIP and State TIB/UAP funded. Design phase. Intersection and non-motorized improvements. Consultant Skillings provided and environmental and cultural resources work for NEPA/ SEPA and other permitting. An environmental justice analysis of the project was done in accordance with WSDOT NEPA Categorical Exclusion guidance. The results of the analysis included the presence of a protected population within the vicinity of the project site. However, the project did not require further analysis due to the use of existing rights-of-way and city owned property for all project work. In accordance with WSDOT NEPA environmental justice guidance no further analysis was required. A site visit to the project site verified the protected population was not present within the project boundaries and the project site is uninhabited. Demographic data from the analysis is included in the NEPA submittal package and is also presented in question 3 above.**

**Lippert Road Repair and Sidewalk Project – Federal CDBG funded. Design and Construction Phases. NEPA Categorical Exclusion and local permits. One goal of project was to address ADA compliance for pedestrians improving access to transit and services in a lower income, "Low Mod", area of the City. Traveling public and adjacent neighborhoods was effected by temporary traffic control for six months.**

**Pottery Non-Motorized Improvement Project – State TIB Complete Streets funded. Design phase. City in house design. Road diet for non-motorized improvements and water and sewer utility upgrades within the project limits. Local permitting. Coordinated with State DOT, School District, and Utility providers. Construction planned for 2023. The traveling public and adjacent neighborhood will be effected by temporary traffic control for eight months.**

**Bethel Phase 1 Project – City funded. Design phase. Street reconstruction adding capacity with intersection improvements and non-motorized facilities. Public outreach planned for first half of 2023. Involves environmental permitting/ SEPA.**

10. Other Public Meetings – List other public meetings held during this reporting period. Identify efforts used to encourage citizen participation at those meetings. Detail dates, times, locations, attendance, and provide examples of outreach materials.

**For the 2022 reporting period, meetings were held virtually via Zoom and in-person. Citizens could attend by phone; by joining the meeting as an attendee through their computer, laptop, or phone; or come in person.**

**Efforts to encourage citizen participation includes Facebook postings, email distribution lists, and sometimes telephone calls or emails. Regular City Council meetings allow citizen comments at the beginning of the meeting for items on the agenda, and at the end of the meeting for any topic the citizen would like to discuss. Citizen comments are encouraged and extremely appreciated by the Mayor, Council, and staff.**

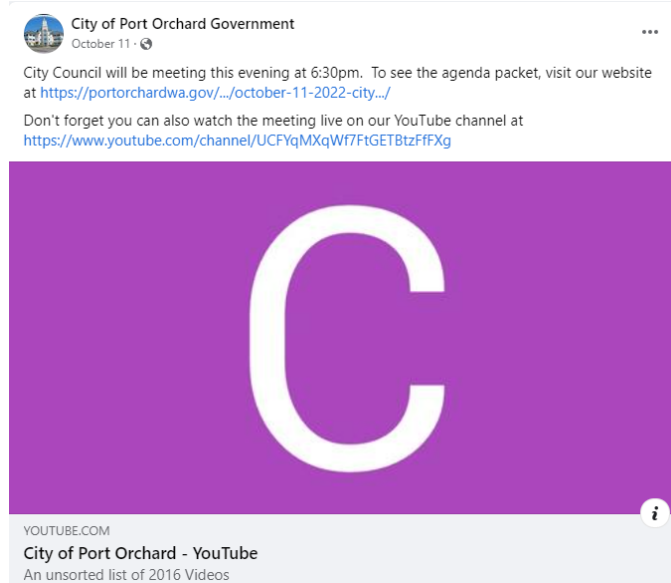
**Regular City Council meetings are held the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month at 6:30pm. A work study meeting is held the 3<sup>rd</sup> Tuesday of each month at 6:30pm. All City Council meetings livestream to our YouTube channel. Typically, all meetings have about 1 to 15 people in-person and via Zoom, and 1 to 12 people watching the YouTube live stream. Depending on the topic matter, we could have up to 20 attending.**

**Currently, the Transportation Committee meets the 4<sup>th</sup> Tuesday of each month at 4:30pm. The public typically does not attend, but the public has the option to attend remotely. There have been instances when a couple citizens attended through the remote link.**

**All meeting videos are saved to the City's website and YouTube Channel.**

#### **Examples of Outreach Materials**

Facebook:



### Email Distribution List:

Good afternoon,

The Port Orchard City Council will be meeting Tuesday, July 19, 2022, starting at 6:30pm in the Council Chambers.

To access the materials online, please use the links below:

[July 19, 2022, City Council Meeting Packet](#)  
[July 19, 2022, City Council Meeting Agenda](#)

Thank you.

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216 Prospect Street  
Port Orchard, WA 98366

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Identify members of the LPA's transportation planning and/or advisory groups by race, color, and national origin

Specify methods used to collect demographic information from the transportation-related public meetings. (Self-identification surveys, notes by staff, etc.) Include summaries of Public Involvement Forms collected at each meeting, listing the demographics of those who attended by meeting.

**We do not collect this type of demographic information.**

List any language assistance services requested. For which languages? Who provided the service? In addition, list vital documents translated during the reporting period and identify the languages.

**No language services were requested.**

11. Transportation-related Construction and Consultant Contracts (if applicable) – Briefly describe the process used to advertise and award construction contracts during this reporting period. Include the process for negotiated contracts (e.g., consultants).

**Bethel Phase 1 Project -City Funded. Consultants selection in accordance with the LAG manual with approvals by WSDOT Olympic Region H&LP.**

**Bay Street Pedestrian Pathway Segments 6 to 11 – City Funded. Consultants selection in accordance with the LAG manual with approvals by WSDOT Olympic Region H&LP.**

**Bay Street Pedestrian Pathway West Situation Study – Federal STP funded. Consultants selection in accordance with the LAG manual with approvals by WSDOT Olympic Region H&LP.**

12. Describe the actions taken to promote construction contractor/consultant compliance with Title VI by construction contractors/consultants, including monitoring and review processes, and their outcomes/status (e.g. what Title VI language was included in contracts and agreements; were contractors and consultants reviewed to ensure compliance; what Title VI responsibilities are explained to contractors and consultants?)

**Clauses and applicable appendices are included in all advertisements, agreements, and contracts. By signing these agreements and contracts that include Title VI provisions, those entities agree to the provisions of the agreement or contract they are legally obligated to.**

13. List construction, right-of-way, and consultant contracts with your LPA/MPO/entity for this report period with dollar value of each. Identify funding sources (federal, state, local, other), and how many were awarded to certified disadvantaged contractors (as a prime contractor/consultant).

**Construction:**

**Lippert Road Repair and Sidewalk Improvement Project (Sidney Ave. to Pottery Rd.) –**

**SASCON, Inc (\$557,313)**

**Not WDBE**

**Federal CDBG funded.**

**Consultant Agreements:**

**Bay Street Pathway Project – Tierra Right-of-Way Services, Ltd. (\$174,877.87)**

**Not WDBE**

**City funded.**

**Bethel Lincoln Round-about Project – Skillings, Inc. (\$734,354.00)**

**Not WDBE**

**Federal HSIP program and State TIB/ UAP program funded.**

**Bethel Phase 1 Project – SCJ, Inc. (\$344,813)**

**Not WDBE**

**City funded.**

14. Education & Training – Describe actions taken to promote Title VI compliance through education and trainings, including monitoring and review processes, and their outcomes/status.

**No actions taken.**

List Title VI training/webinars your Title VI Coordinator attended this reporting period. Include dates and entity that conducted the training.

**None**

When was Title VI internal training provided to staff? Who conducted the training? What was the subject of the training? Provide the job titles and race/color/national origin of attendees.

**None**

List other civil rights training conducted locally. Provide dates and a list of participants by job title and Title VI role, if applicable.

**None****Title VI Goals for Upcoming Year**

What area(s) of Title VI does your agency plan to focus on in the upcoming year? Describe by particular program area what your agency hopes to accomplish. Include any significant problem areas to focus on and plans to address those.

**Continue to attend available Title VI related training opportunities provided by FHWA and WSDOT. Provide the Title VI language in advertisements and public Meeting notices for transportation planning meetings and hearings.**



**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination**

**Assurances**

**DOT Order No. 1050.2A**

The City of Port Orchard (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Washington State Department of Transportation (WSDOT), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the Washington State Department of Transportation.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The City of Port Orchard, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."


3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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

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

City of Port Orchard  
**(Name of Recipient)**

DocuSigned by:  
  
by \_\_\_\_\_  
3896492E3F5847D...  
**(Signature of Authorized Official)**

DATED 2/2/2023

## APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the (the City of Port Orchard) 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 Washington State Department of Transportation, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (the City of Port Orchard) all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the City of Port Orchard and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (the City of Port Orchard, its successors and assigns.

The the City of Port Orchard, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the (the City of Port Orchard will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

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

## APPENDIX C

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

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

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the City of Port Orchard will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (the City of Port Orchard will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (the City of Port Orchard) and its assigns.\*

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

## APPENDIX D

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

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

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (the City of Port Orchard) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (the City of Port Orchard will there upon revert to and vest in and become the absolute property of (the City of Port Orchard and its assigns.\*

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



## APPENDIX E

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

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).