

# **EQUAL OPPORTUNITY POLICY**

**Effective May 15, 2009**

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**CENTRAL MISSISSIPPI PLANNING AND  
DEVELOPMENT DISTRICT**



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**EQUAL OPPORTUNITY POLICY  
FOR  
CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT**

## **INTRODUCTION**

Central Mississippi Planning and Development District (CMPDD) was created as a nonprofit corporation in 1968, as a result of the passage of the Economic Development Act of 1965. In 1971 the District boundaries were established by Executive Order Number 81, signed by Governor John Bell Williams. CMPDD serves Copiah, Hinds, Madison, Rankin, Simpson, Warren and Yazoo counties and thirty-three (33) municipalities.

By matching local dollars with federal grants, CMPDD is able to provide local governments with a common resource pool of professional staff who are available to assist the local governments in a variety of ways. Grantsmanship, planning, and technical assistance management and other areas are provided to the local units of government.

The District operates numerous programs that permeate many segments of local communities and provides direct services to a diverse cohort of clientele. The programs it operates require the involvement of citizens from all levels of society. Also, there are mandated periodic reviews of its programs involving funding agencies and stakeholders. Extensive community involvement and periodic reviews are in addition to the District's policies that provide employees and clients ample opportunities to register discrimination complaints. History attests to the fact that there has not been any form of discrimination regarding its employees nor its clientele.

### **Governance, Boards, and Committees**

CMPDD is governed by a thirty-two (32) member *Board of Directors* comprising persons appointed by the local units of government. Through the Board of Directors, local governments can stress their needs and plan for new and innovative projects which may be administered through the District.

The Board of Directors utilizes a *Steering Committee* to act for the Board between regularly scheduled meetings. The Steering Committee helps direct policy and administrative functions and serves as a source of guidance to the Chief Executive Officer.

The Board of Directors may appoint special committees that are required or deemed necessary for the efficient operation of the District's affairs.

**Board of Directors (see Appendix 1)**  
**Steering Committee (see Appendix 1-1)**

## **POLICY STATEMENT AND AUTHORITIES**

### **CMPDD Policy Statement**

It is a fundamental policy of CMPDD to provide equal opportunity to all its employees and applicants for employment, and to assure that there shall be absolutely no discrimination against any person on the grounds of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief. This obligation extends to all areas of employment, including, but not limited to, recruitment, selection, appointment, placement, promotion and transfer, compensation, disciplinary measures and terminations, benefits, layoffs and downgrading, and other personnel actions.

The importance of fulfilling this policy is given priority and consideration in the day-to-day operations of CMPDD. This Equal Opportunity Policy serves to take the place of plans and documents required by individual agencies, such as Affirmative Action Plans, Title VI Plans, and other similar agencies' specific documents. If there is additional language or assurances required by a particular contractor or funding sources, it will be addressed on a case-by-case basis and limited to that function only. This Equal Opportunity Policy replaces all other such policies.

### **Authorities**

CMPDD's activities ensures nondiscrimination and equal employment opportunity as required by Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Act of 1972, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, and the Americans with Disabilities Act of 1994.

## **ORGANIZATION**

CMPDD's Chief Executive Officer (CEO) is responsible for ensuring implementation of the agency's Equal Opportunity Policy. The CEO, along with each Division Head, will disseminate and communicate the District's policy of equal opportunity.

### **EO Coordinator**

The Equal Opportunity (EO) Coordinator, under supervision of the Chief Executive Officer, is responsible for coordinating the overall administration of the Equal Opportunity Policy. The EO Coordinator will conduct periodic reviews of CMPDD's personnel actions and procedures to ensure that the policy of equal opportunity is being adhered to and carried out.

The EO Coordinator's responsibility is to recognize and assess any pattern of problems developing and to apply high priority to correct deficiencies. S/he will keep management and supervisory staff alert to the Equal Employment Policy and changes therein. The EO Coordinator will also post the District's Equal Opportunity Policy Statement on a conspicuous bulletin board in the District Office.

### **Organizational Structure**

EO Organizational Structure (See Appendix 2)

## **ADMINISTRATION**

### **Recruitment**

CMPDD utilizes two methods for filling job vacancies: in-house recruitment and outside recruitment. At any time a vacancy occurs or a new position is available, an in-house memorandum will be posted on the Agency's bulletin board. Vacancies will also be posted on the company website, flowing to appropriate job sites. Employees who apply and meet position qualifications will be interviewed and given first consideration. The Chief Executive Officer will ensure compliance with the Equal Employment Policy in hiring decisions.

In all instances, CMPDD will identify itself as an equal opportunity employer.

All key supervisory and administrative personnel have been instructed in the non-discriminatory policy of CMPDD.

In all recruiting efforts, clearly written job descriptions and announcements of vacancies are provided to recruitment sources. Such information is provided without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief.

### **Selection, Appointment, and Placement**

CMPDD evaluates all applicants only based on job-related criteria which predict the likelihood of satisfactory job performance.

All applicants for employment with CMPDD are interviewed for various jobs for which they are qualified, based upon questions structured around job classification and performance on the job, without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief.

All job placements, regarding position and place of work, are assigned to applicants on a non-discriminatory basis.

### **Promotion and Transfer**

CMPDD assures that all decisions regarding promotions are made in accordance with the policy on Equal Employment Opportunity. Likewise, all decisions regarding transfers are made and administered without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief.

### **Compensation**

The rates of pay for all new employees will be based on skill level, past experience, and the nature of work to be assigned. Criteria considered in the upgrading of personnel will continue to be, first, demonstrated job performance and secondly, education and/or ability.

CMPDD will continue to pay each employee a wage commensurate with the degree of job responsibility and the quality of work without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief.

### **Disciplinary Measures and Terminations**

CMPDD commits itself to the policy that under no circumstances will an employee's race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief cause or influence his/her being reprimanded, disciplined, or fired.

For any alleged violation of policy, CMPDD will utilize all the appropriate resources to thoroughly investigate all aspects of the situation. CMPDD will assure that underlying prejudices do not influence a decision regarding the employee's conduct and subsequent action. A formal grievance procedure is available to all employees on a non-discriminatory basis. Decisions rendered through this process are likewise made without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief or other discriminatory factors. CMPDD retains written documentation of personnel transactions for three years.

### **Benefits**

CMPDD assures that all awards and other benefits are made available to all its employees on a non-discriminatory basis.

### **Layoffs and Downgrading**

CMPDD will ensure that layoffs, downgrading, and recalls from layoffs are made without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief.

### **Facilities**

District facilities will not be segregated, and the same policy will be observed with respect to any employee programs or activities which are sponsored or supported by CMPDD.

### **Resolution of Internal Complaints**

Any individual may exercise their right to file a complaint with CMPDD if that person believes that they or any other program beneficiary has been subjected to unequal treatment or discrimination in their receipt of benefits/services on the grounds of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief or other discriminatory factors. CMPDD will make a concerted effort to resolve complaints informally at the lowest level, using the agency's Procedures for Discrimination Complaint.

### **Procedures for Internal Discrimination Complaint (see Appendix 3)**

## **PROGRAM RESPONSIBILITIES**

In order to accomplish goals of CMPDD, the District receives federal, state and local funds to carry out a work program. The work program principally consists of comprehensive regional and community planning, assisting communities with receiving federal grants to carry out these plans, and various forms of technical assistance to local governments in improving the management and administrative capabilities of local officials.

Each program function will adhere to CMPDD's Equal Opportunity Policy in the operation of its program. In addition, each federal grantor agency and/or state agency may impose stricter guidelines to achieve specific program goals and objectives. In such case, the program will adhere to each federal grantor agency or state agency guidelines. Following is a list of CMPDD programs, federal grantor agencies and state level funding sources:

<b>Programs</b>	<b>Federal Grantor Agency</b>	<b>State Agency</b>
Planning	Department of Commerce/EDA	N/A
Aging	Health and Human Services	MS Dept. of Human Services
Transportation	Department of Transportation	MS Dept. of Transportation
Workforce Training	Department of Labor	MS Dept. of Employment Security
Revolving Loan Fund	Department of Commerce/EDA	N/A
CMDC	Department of Commerce/SBA	N/A
State Revolving Loans	N/A	MS Development Authority

## **RESOLUTION OF EXTERNAL COMPLAINTS**

Any individual may exercise their right to file a complaint with CMPDD if that person believes that they or any other program beneficiary has been subjected to unequal treatment or discrimination in their receipt of benefits/services on the grounds of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief or other discriminatory factors. CMPDD will make a concerted effort to resolve complaints informally at the lowest level, using the agency's Procedures for Discrimination Complaint.

CMPDD is to assure that no person is denied the opportunity to participate in the transportation planning process because of their race, color, or national origin. The CMPDD has the obligation to inform all persons in the CMPDD study area of transportation planning decisions, and to hold public meetings and hearings on transportation planning issues. The CMPDD will inform the public through regular legal notices published in all major newspapers, and in newspapers that target minority populations. The CMPDD will use additional tools to keep the public informed and engaged including posting information on the Internet. CMPDD will review its planning activities to ensure compliance with Environmental Justice.

### **Procedures for MDOT External Discrimination Complaint (see Appendix 4)**

## APPENDICES

### Appendix 1 - Board of Directors

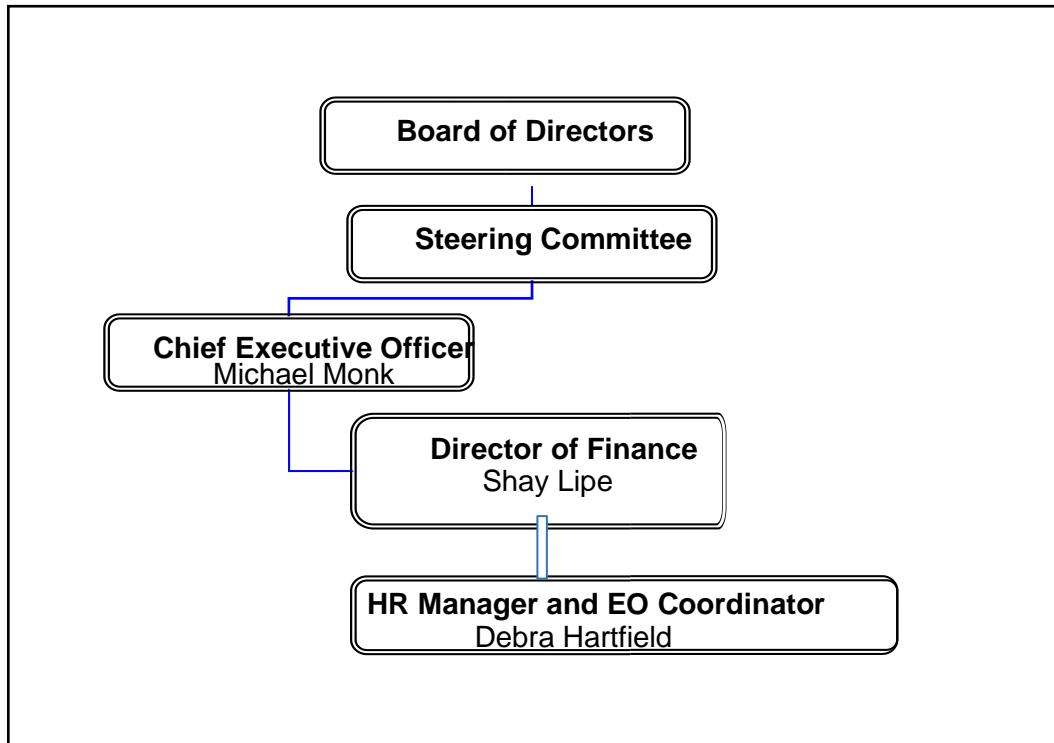
32-Member Board of Directors of Central Mississippi Planning and Development District				
County	Name	Representative Group	Race	Gender
Copiah	Sally Garland Daryl McMillian Daisy Price Wendell Stringer	Municipal Elected Official Minority Business	White Black Black White	Female Male Female Male
Hinds	Isla Tullos Credell Calhoun David Archie John Hughes Morgan	Municipal Elected Official Minority Business	White Black Black White	Female Male Male Male
Madison	Les Childress Gerald Steen Dan Hart Unnamed	Municipal Elected Official Minority Business	White White Black	Male Male Male
Rankin	Butch Lee Jared Morrison Walter Redd Steve Gaines	Municipal Elected Official Minority Business	White White Black White	Male Male Male Male
Simpson	Todd Booth Brian Kennedy Patrick Brown Wanda Cowart	Municipal Elected Official Minority Business	White White Black White	Male Male Male Female
Warren	Michael Mayfield William Banks Charlie Tolliver Jerry Hall	Municipal Elected Official Minority Business	Black Black Black White	Male Male Male Male
Yazoo	Diane Delaware Cobie Collins Mildred Smith David Berry	Municipal Elected Official Minority Business	Black Black Black White	Female Male Female Male
City of Jackson	Chokwa Lumumba De'Keither Stamps Mat Thomas Brandon Comer	Elected Official Elected Official Minority Business	Black Black Black Black	Male Male Male Male

## **Appendix 1-1 Steering Committee**

<b>6-Member Steering Committee of Central Mississippi Planning and Development District</b>				
<b>County</b>	<b>Name</b>	<b>Representative Group</b>	<b>Race</b>	<b>Gender</b>
Hinds	Isla Tullos, Vice President	Municipal	White	Female
Madison	Les Childress, President	Municipal	White	Male
Rankin	Walter Redd	Minority	Black	Male
Simpson	Wanda Cowart	Business	White	Female
Warren	William Banks, Secretary	Elected Official	Black	Male
Yazoo	Cobie Collins, Past President	Elected Official	Black	Male

## Appendix 2 – EO Organizational Structure

### EO ORGANIZATIONAL CHART



## **Appendix 3 – Nondiscrimination Complaint Procedures**

### **Procedures for Internal Discrimination Complaint**

These procedures apply to all complaints filed under Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Act of 1972, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act, 1994.

Any individual may exercise his or her right to file a complaint with CMPDD if that person believes that s/he or any other program beneficiaries have been subjected to unequal treatment or discrimination in their receipt of benefits/services or on the grounds of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief or other discriminatory factors.

Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the EO Coordinator may be utilized for resolution at any stage of the process. The EO Coordinator will make every effort to pursue a resolution to the complaint. Initial interviews with the complainant and the respondent will request information regarding specifically requested relief and settlement opportunities. The EO Coordinator will submit a written notice to the CEO of complaints and their resolution when they are resolved through informal mediation meeting(s).

### **Procedures**

1. Any individual, group of individuals, or entity that believes they have been subjected to prohibited discrimination may file a complaint with CMPDD's EO Coordinator. A formal complaint must be filed with the EO Coordinator within five (5) business days of becoming aware of the grievable issue. CMPDD publishes brochures explaining the complaint process and contact information.
  - a. Complaint shall be in writing and signed by the complainant(s).
  - b. Include the date of the alleged act of discrimination. This is the date when the complainant(s) became aware of the alleged discrimination, or the date on which that conduct was discontinued or the latest instance of the conduct.
  - c. Present a brief description of the issues, including names and job titles of those individuals perceived as parties in the complained-of incident.
2. In order to be accepted, a complaint must meet the following criteria:
  - a. The complaint must be filed with the EO Coordinator within five (5) business days of the alleged occurrence or when the alleged discrimination became known to the complainant.
  - b. The allegation(s) must involve a covered basis such as race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief or other discriminatory factor(s) prohibited by discrimination statutes and regulations.
3. A complaint may be dismissed for the following reasons:
  - a. The complainant requests the withdrawal of the complaint.
  - b. The complainant fails to respond to repeated requests for additional information needed to process the complaint.
  - c. The complainant cannot be located after reasonable attempts.

4. Once the Chief Executive Officer, or designee, accepts the complaint for investigation, the complainant and the respondent will be notified in writing of such determination within five calendar days by the EO Coordinator.
5. The Chief Executive Officer, or designee will provide the respondent with the opportunity to respond to the allegations in writing. The respondent will have five (5) working days from the date of CMPDD's written notification to furnish his/her response to the allegations.
6. Within 40 calendar days of the acceptance of the complaint, the EO Coordinator will prepare an investigative report for review by the agency's Chief Executive Officer. The report shall include a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition. The report will be released when finalized.
7. The Chief Executive Officer, or designee will notify all parties involved concerning the final disposition of the alleged discrimination. If the complainant is dissatisfied with CMPDD's ruling, they may appeal its decision within three (3) business days following the receipt of the final disposition to the CMPDD Board of Directors using the same Complaint Form.
8. The Board of Directors, or its representative, is required to meet with the complainant. This meeting will be informal with the aggrieved party, the representative(s) of the Board of Directors, any resource personnel deemed appropriate by the Board of Directors, and the appropriate witness(es) present.
9. The complainant may have a representative and the appropriate witness(es) present at this meeting. The Chief Executive Officer will notify any CMPDD employees who will be a witness, to attend the meeting. The complainant is to inform the EO Coordinator the name(s) of the employee (s) who will serve as witness(es) at least three (3) business days prior to the hearing.
10. The Board of Directors will give the complainant a written response within ten (10) business days of the meeting.
11. The Board of Directors' decision is final.
12. If the grievance is not presented within the time limit as set forth above, it will be considered concluded. If a grievance is not appealed to the next step within the specified time limit or an agreed upon extension thereof, it will be considered settled based on the last response.
13. Time limits on each step may be extended by mutual written agreement of the parties involved.

## **Appendix 4 - External MDOT Discrimination Complaint Procedures**

### **External MDOT Discrimination Complaint Procedure**

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 prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's EO Coordinator (Title VI Coordinator) for review and action.

2. In order to have the complaint consideration under this procedure, the complainant 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 discontinued.

In either case, the recipient 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 person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the EO Coordinator (Title VI Coordinator). If necessary, the EO Coordinator (Title VI Coordinator) will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

4. Within 10 days, the EO Coordinator (Title VI Coordinator) will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as MDOT and USDOT.

5. The recipient will advise MDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to MDOT:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the recipient.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

6. Within 60 days, the EO Coordinator (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 recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

7. Within 90 days of receipt of the complaint, the head of the recipient 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 MDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The EO Coordinator (Title VI Coordinator) will also provide MDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contacts for the different Title VI administrative jurisdictions are as follows:

Mississippi Department of Transportation

Office of Civil Rights, Title VI Program

PO Box 1850

Jackson, MS 39215-1850

(601) 359-7466

Federal Highway Administration

Mississippi Division Office

666 North Street Suite 105

Jackson, MS 39202-3199

(601) 965-4215

## **Appendix 5 - Complaint Information Form**

### **Complaint of Discrimination Form**

#### **Basis of Complaint (please check all that apply)**

- |  |  |
|--|--|
| <input type="checkbox"/> Race/Color      | <input type="checkbox"/> Religion              |
| <input type="checkbox"/> National Origin | <input type="checkbox"/> Sex                   |
| <input type="checkbox"/> Disability      | <input type="checkbox"/> Political Affiliation |
| <input type="checkbox"/> Age             | <input type="checkbox"/> Belief                |
| <input type="checkbox"/> Other _____     |  |

#### **(Please print or type)**

Complainant's Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Work Phone: \_\_\_\_\_

#### **Department and/or person whom you believe has discriminated against you:**

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

Mailing Address: \_\_\_\_\_ Email: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

#### **Brief description of complainant's allegation (use additional sheets if necessary)**

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Date of occurrence: \_\_\_\_\_

What remedy do you wish to obtain by filing this complaint? \_\_\_\_\_

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**I affirm that the above information is true to the best of my knowledge, information and belief under penalty of perjury.**

Complainant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Or      Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If you have any questions concerning these procedures, you may contact:

EO Coordinator  
Central Mississippi Planning and Development District  
Post Office Box 4935  
Jackson, MS 39296-4935  
Telephone: 601-981-1511

## **Appendix 6 – Notice to the Public**

### **Notice to the Public**

The following may be used in publications:

*CMPDD fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, see <http://www.cmpdd.org> or call 601-981-1511.*

*Or*

*CMPDD is an Equal Opportunity Employer*

## **MDOT TITLE VI ASSURANCES SIGNATURE CERTIFICATE WITH APPENDICES 1, 2, and 3**

### **Central Mississippi Planning and Development District Title VI Assurances**

The Central Mississippi Planning and Development District (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and 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 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief 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 Subsection 21.7(a)(1) of the Regulations.

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

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (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 made in connection with the Federal Aid Highway Program, and in adapted form in all proposals for negotiated agreements:

The CMPDD in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-d4 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 any contract entered into pursuant to this advertisement, minority 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, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix 1 of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix 2 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 rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix 3 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, 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 s/he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement regarding 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 by the 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 the Assurance on behalf of the Recipient.

---

Head of agency signature

---

Date

# **Appendix 1**

During the performance of this contract, the contractor/consultant, 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 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, regarding the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor 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 nondiscrimination on the grounds of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief.

## **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 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 is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to MDOT 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'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 under the contract until the contractor complies, and/or; 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 (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 shall take such action with respect to any subcontractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

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 MDOT enter into such litigation to protect the interests of the state and, in addition, the contractor 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 Mississippi 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 MDOT (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 Mississippi 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 Mississippi, 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 Mississippi, its successors, and assigns.

The state of Mississippi, 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, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief, 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 Mississippi, 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 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 (Recipient) pursuant to the provisions of Assurance 8.

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, Nondiscrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above 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 Mississippi Department of Transportation pursuant to the provisions of Assurance 8.

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, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief, 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, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, political affiliation or belief 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, Nondiscrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above 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.