



# City of Central Falls

## Title VI Plan

A handwritten signature in blue ink, appearing to read "James A. Diossa", written over a horizontal line.

**James A. Diossa**

**Mayor**

January 29, 2016

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## **I. Policy of Nondiscrimination**

The City of Central Falls (City) assures that no person shall on the grounds of race, color, national origin or sex, as provided by Title VI of 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 city sponsored program or activity. The City further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, including programs and activities that do not receive federal financial aid. In the event that the City distributes federal aid funds to another entity, the City will include Title VI language in all written agreements and will monitor for compliance. The City Solicitor, along with relevant department directors, is responsible for initiating and monitoring Title VI activities, preparing required reports and other City responsibilities as required by 23 Code of Federal Regulation (CFR) Part 200 and 49 CFR Part 21.

## **II. Authorities**

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are Federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

*Title VI of the Civil Rights Act of 1964; 42 U.S. Code (USC) 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(b); 23 USC 324; Department of Transportation (DOT) Order 1050.2; Executive Order (EO) 12250; EO 12898; 28 CFR Part 50.3 March 31, 2015*

## **III. Objectives**

The objectives of the City of Central Falls’ Title VI plan are the following:

- Ensure that all persons, regardless of race, color, sex, or national origin receive the benefits of City programs, services and activities.
- Ensure the City of Central Falls complies with Title VI and to assign responsibilities for ensuring compliance.
- Promote full and fair participatory decision-making.
- Ensure that limited English proficient (LEP) individuals are provided meaningful access to City programs, services and activities.
- Establish clear procedures for filing, investigating, and successfully resolving complaints on a timely basis.

## **IV. Statement on Limited English Proficiency**

Central Falls is proud to attract people from around the world. We welcome this diversity and take steps to ensure that those who come to Central Falls can participate in and enjoy to the fullest all that our great City has to offer. The City of Central Falls is proud of its efforts to ensure that inclusion and fairness are a part of all of its activities. We are proactive in extending its services and

programs to all who wish to participate, including Limited English Proficiency (LEP) residents. We are committed to Title VI and fairness in contracting. The City reaffirms its efforts to reach out to the LEP community to ensure that they are a part of the City's civic and democratic processes.

## **V. Organizational Structure & Title VI Program Overview**

The Mayor of Central Falls is responsible for ensuring the implementation of the City's Title VI Program. The Mayor acts by and through his Chief of Staff.

The Central Falls City Solicitor serves as the Title VI Liaison Officer, on behalf of the Mayor, and is responsible for the overall management of the Title VI Program and to ensure compliance with provisions of the City's policy of non-discrimination with the law. The City Solicitor reports to the Mayor and to the Chief of Staff.

Several departments within the City lead activities important to informing the City's Title VI Plan. These program areas include the following:

- Department of Planning and Economic Development: administration of community development block grant funds, transportation funds and other federal funds associated with community development and economic development.
- Department of the City Clerk: administration of the city's contracting and purchasing processes, the city's licensing, permitting and recordkeeping processes, and the public property of the city.
- Department of Parks, Recreation and Community Service: administration of the city's children, youth and families programming, programming in the city's parks and schools and programming for those requesting to perform community service.
- Fire Department: administration of the city's fire and rescue services and oversight of a new diversity-centered hiring and management process.
- Police Department: administration of the city's public safety forces, dispatching service, community policing program and oversight of a new diversity-centered hiring and management process.
- Department of Public Works and Code Enforcement: administration of the city's roadways, public rights of way and maintenance of roads, sidewalks and public spaces.
- Nuisance Task Force: administration of a trilingual plan to assist homeowners with foreclosure, abandoned property and blighted property.

## **VI. Title VI Liaison Officer Responsibilities**

- The Title VI Liaison Officer is responsible for implementing, monitoring, and ensuring the City's compliance with Title VI regulations and the overall administration of the Title VI Program Plan. This includes the completion of the following activities:
  - Administer the Title VI program and coordinate implementation of the plan.
  - Perform Title VI program reviews to assess and update administrative procedures, staffing, and resources
  - Periodically review the statistical data to ensure sufficiency of data for meeting the requirements of the Title VI program administration.
  - Ensure that available census data are included as a part of all Environmental Impact Statements/Assessments (EIS/EIA) conducted by the City for projects receiving federal financial assistance.

- Conduct or facilitate training programs on Title VI current and new regulations for City employees; and facilitate Title VI training for appropriate staff, contractors and subrecipients.
- Review and update the Title VI Plan as needed or required. Present updated plan to the Mayor for approval.
- Periodically conduct reviews of the City's Title VI Program to assess for Title VI compliance, as well as special area programs reviewed with the Title VI designees annually to assure their effectiveness in compliance with Title VI provisions.
- Work with city staff to develop and disseminate Title VI program information to City employees and subrecipients, including contractors, subcontractors, consultants, and subconsultants and beneficiaries, as well as the general public. Public dissemination may include postings of official statements, inclusion of Title VI language in contracts or other agreements, website postings, and informational emails.
- Review and investigate Title VI complaints that may be received by the City of Central Falls, following adopted procedural guidelines. Ensure every effort is made to resolve complaints at the local or regional level.
- Establish processes for promptly resolving deficiencies, as needed. Recommend processes to identify and eliminate discrimination that may be discovered in any City processes.

## **VII. Training**

The Title VI liaison officer will make Title VI training available to employees, contractors, subrecipients, and special program area liaisons. The training will provide comprehensive information on Title VI provisions, application to program operations, and identification of Title VI issues and resolution of complaints. A summary of the training conducted will be reported in the annual update.

## **VIII. Complaint Procedures**

Any person who believes they have faced unequal treatment or discrimination as to the receipt of benefits and/or services based on their race, color, national origin, or limited English proficiency has the right to file a written complaint under Title VI or for disability, under Title II of the Americans with Disabilities Act (ADA). Complaints based on protections afforded under other civil rights statutes, such as religion, sex, sexual orientation, gender identity, age, etc. should be filed with the Central Falls City Solicitor via 580 Broad Street, Central Falls, RI 02863 or 401-616-2435.

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act of 1990, relating to any program or activity administered by the City as well as to subrecipients, consultants, and contractors. Intimidation or retaliation of any kind is prohibited by law. The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination. 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 Title VI Liaison Officer may be utilized for resolution.

1. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited by nondiscrimination requirements may file a written complaint with the City of Central Falls City Solicitor.
2. A formal complaint must be filed within 180 calendar days of the alleged occurrence.
3. The City will not officially act or respond to complaints made verbally.
4. Upon receipt of the written complaint, the Solicitor will determine its jurisdiction, acceptability, need for additional information, and investigative merit of the complaint.
5. If the complaint is against a subrecipient, consultant, or contractor under contract with the City, the appropriate department and/or agency shall be notified of the complaint within 15 calendar days.
6. Once the City Solicitor decides the course of action for the complaint, the complainant and the respondent will be notified in writing of such determination within five (5) calendar days of receipt of complaint.
7. The complaint will be logged into the records of the Title VI Liaison Officer, and the basis for the allegation identified including race, color, national origin, handicap/disability, age or sex.
8. The City Solicitor will provide the respondent with the opportunity to respond in writing to the allegations made by the complainant. The respondent will have 10 calendar days from receipt of notification to furnish a response to the allegations.
9. Within 90 days of receipt of the complaint, the City Solicitor will prepare a written investigative report. The report shall include a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition.
10. The Law Department may discuss the report and recommendations with the Officer and other appropriate departmental staff.
11. The report will be modified as needed and made final for its release to the parties.
12. Once the investigative report and finding becomes final, the complainant and respondent shall receive a copy of the investigative report and will be notified of their appeal rights. Briefings will be scheduled with each party within 15 days of their receipt of the investigative report.
13. A copy of the complaint and the City's investigation report will be issued to the RIDOT's administrator for civil rights or the appropriate oversight agency within 90 calendar days of the receipt of the complaint.
14. Both the complainant and respondent shall be advised of their rights to appeal the City's decision to RIDOT, U.S. Department of Transportation or U.S. Department of Justice.
15. The complainant has 180 days after the City's final resolution to appeal to RIDOT and USDOT.
16. Unless new facts not previously considered come to light, reconsideration (appeal) of the final determination by the City will not be available.

## **IX. Review and Remedial Action Procedures for Subrecipients, Consultants and Contractors**

**Title VI Review of Subrecipients of Federal Aid Highway Funds** –The liaison officer will assist RIDOT to periodically conduct FHWA Title VI compliance reviews and will work cooperatively to periodically confirm operational guidelines provided to consultants, contractors and subrecipients, including Title VI language, provisions and related requirements, as applicable.

**Post-Grant Reviews** – The officer will collaborate to conduct periodic post grant reviews of select recipients of federal funds to ensure adherence to Title VI requirements. Appropriate staff will

periodically confirm that operational guidelines provided to consultants, contractors and subrecipients include Title VI language and provisions and related requirements where applicable.

**Remedial Action** - The City will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When irregularities occur in the administration of the federally aid funded programs at either the City or subrecipient levels, corrective action will be taken to resolve identified Title VI issues. The City will seek the cooperation of the consultant, contractor or other subrecipient in correcting deficiencies found during periodic reviews. The City will provide technical assistance and guidance on request to support voluntary compliance by the subrecipient. When conducting Title VI compliance reviews, the City will produce in writing any recommended remedial action agreed upon by the City and subrecipient, and provide a copy of the letter within a period not to exceed 45 days. Subrecipients placed in a deficiency status will be given a reasonable time, not to exceed 90 days after receipt of the deficiency letter, to voluntarily correct deficiencies. When a subrecipient fails or refuses to voluntarily comply with requirements within the time frame allotted, the City will submit to RIDOT copies of the case file and a recommendation that the subrecipient be found in noncompliance. A follow-up review will be conducted within 180 days of the initial review to ascertain if the subrecipient has complied with the Title VI Program requirements in correcting deficiencies previously identified. If the subrecipient refuses to comply, the City and RIDOT may, with FHWA's concurrence, initiate sanctions per 49 CFR 21.

#### **X. Promoting Inclusive Public Participation and Meaningful Access to those with Limited English Proficiency**

The City of Central Falls is committed to promoting inclusive public participation. Over the last several years, the Mayor has changed the city's policies, procedures and ordinances to reflect the following: tri-lingual foreclosure outreach, tri-lingual welcome signs at border crossings of the city, mandatory communication with minority business enterprises for all city contracting opportunities, comprehensive revisions of the hiring ordinances for city police and fire. In addition, all elections in the city include ballots that are written in two languages and citywide email newsletters are also written in two languages. The purpose of these racial justice and social justice initiatives is to identify and remove barriers to equality and opportunity and to ensure that city government reflects the racial and cultural diversity of Central Falls' residents.

The City of Central Falls seeks to make its services and resources easily available and understandable to all Central Falls residents, including non-English speakers. The percentage of foreign-born residents has increased steadily in the last three decades. According to the U.S. Census, 39.7% of the city's population of 19,328 is foreign born. In addition, 71.2% of the population which is age 5 and higher speaks a language other than English at home.



Census Data and People QuickFacts	Central Falls	Rhode Island
Population, 2014 estimate	19,328	1,055,173
Persons under 18 years, percent, 2010	29.1%	21.3%
Persons 65 years and over, percent, 2010	8.7%	14.4%
Female persons, percent, 2010	49.3%	51.7%
White alone, percent, 2010 (a)	52.9%	81.4%
Black or African American alone, percent, 2010 (a)	10.1%	5.7%
American Indian and Alaska Native alone, percent, 2010 (a)	0.9%	0.6%
Asian alone, percent, 2010 (a)	0.6%	2.9%
Native Hawaiian and Other Pacific Islander alone, percent, 2010 (a)	0.1%	0.1%
Two or More Races, percent, 2010	6.6%	3.3%
Hispanic or Latino, percent, 2010 (b)	60.3%	12.4%
White alone, not Hispanic or Latino, percent, 2010	25.6%	76.4%
Foreign born persons, percent, 2009-2013	39.7%	13.1%
Language other than English spoken at home, pct age 5+, 2009-2013	71.2%	21.1%
Homeownership rate, 2009-2013	27.1%	61.2%
Median household income, 2009-2013	\$27,993	\$56,361
Persons below poverty level, percent, 2009-2013	30.7%	13.6%
Black-owned firms, percent, 2007	10.6%	3.3%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.4%
Asian-owned firms, percent, 2007	3.0%	2.1%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.0%
Hispanic-owned firms, percent, 2007	36.8%	6.0%
Women-owned firms, percent, 2007	28.5%	27.3%
Land area in square miles, 2010	1.2	1,033.81
Persons per square mile, 2010	16,173.6	1,018.1
(a) Includes persons reporting only one race.		
(b) Hispanics may be of any race, so also are included in applicable race categories.		
FN: Footnote on this item for this area in place of data		
NA: Not available		
D: Suppressed to avoid disclosure of confidential information		
X: Not applicable		
S: Suppressed; does not meet publication standards		
Z: Value greater than zero but less than half unit of measure shown		
F: Fewer than 100 firms		
Source: US Census Bureau State & County QuickFacts		

## **XI. City of Central Falls Title VI Notice to the Public.**

The City of Central Falls hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which the City of Central Falls receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City of Central Falls. Any such complaint must be in writing and filed with the City Solicitor of Central Falls within one hundred, eighty (180) days following the date of the alleged discriminatory occurrence. To file a Title VI complaint with the City of Central Falls, contact the City Solicitor at 401-616-2435.



## **XII. City of Central Falls Title VI Assurances**

The City of Central Falls in the State of Rhode Island, (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 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, sex, 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 through the Rhode Island Department of Transportation, including the U.S. Department of Transportation and 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 City of Central Falls in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 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 contracted entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 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.
3. That the Recipient shall insert the clauses of this Assurance in every contract subject to the Act and Regulations.
4. That the Recipient shall insert the clauses 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 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 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 Director of Transportation, or the official to whom s/he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

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 U.S. 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 whose signature appears on this document is authorized to sign this Assurance on behalf of the Recipient.

## **Title VI Assurances for Consultants, Contractors, SubContractors, Suppliers and Manufacturers.**

The City of Central Falls will insert or add the following clauses into every contract subject to the Act and Regulations associated with the receipt of federal financial assistance:

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

1. **Compliance With Regulations** – The contractor shall comply with the Regulations Relative to Nondiscrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter DOT), 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. **Nondiscrimination** – The contractor, with regard to the work performed 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 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 the Regulations.
3. **Solicitations for Subcontracts, 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 subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
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 City of Central Falls or the Rhode Island Department of Transportation 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 contract shall so certify to the City of Central Falls, or the Rhode Island Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance** – In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the City of Central Falls and the Rhode Island Department of Transportation shall impose such contracts sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions – The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including 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 City of Central Falls or the U.S. 17 Department of Transportation, Federal Highway Administration, 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 the City of Central Falls enter into such litigation to protect the interests of the Agency and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **Granting and Habendum Clauses**

When the City of Central Falls is the recipient of real property, structures or improvements thereon, or interest therein from the United States, the following clauses shall be included in any and all deeds affecting or recording the transfer of property:

### **GRANTING CLAUSE**

NOW, THEREFORE, the City of Central Falls, as authorized by law, 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 Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252:42 USC 2000d to 2000d –4) does hereby remise, release, quitclaim and convey unto the City of Central Falls 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 City of Central Falls, 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 City of Central Falls, its successors and assigns. The City of Central Falls, 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 subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and) 1(20) that the City of Central Falls, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, NonDiscrimination of Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the Agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of transpiration and its assigns as such interest existed prior to this instruction.

## **Lease/Deed Provisions**

Upon receipt of federal financial assistance to construct a facility or part of a facility, the Recipient agrees to include these clauses in all future deeds, licenses, leases, permits, or similar instruments entered into by the City of Central Falls pursuant to provisions of Title VI Assurances:

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 for which a U.S. 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, 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, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Agency 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. The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the City of Central Falls pursuant to the provisions of Title VI Assurances, Item 7.

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree 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 the 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, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject 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, 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 may be amended.

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