

Appendix A: Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances concerning its Federally assisted Amarillo Area Metropolitan Planning Organization:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.P.R. § 21 will be (regarding an "activity") facilitated or will be (regarding a "facility") operated or will be (regarding a "program") conducted in compliance with all requirements imposed by, or under, 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 Amarillo Area Metropolitan Planning Organization and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The City of Amarillo, by 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 notify all bidders that it will affirmatively ensure that any contract entered under 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 affecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. 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 therewith. 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 outlined 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 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. 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 a program will comply with all requirements imposed or under the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement regarding any matter arising under the Acts, the Regulations, and this Assurance.

By signing this Assurance, the Amarillo Area Metropolitan Planning Organization also agrees to comply (and requires any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Organization's access to records, accounts, documents, facilities, and staff. You also recognize that you must adhere to any program or compliance reviews and/or complaints and investigations conducted by the Amarillo Area Metropolitan Planning Organization. You must keep records and reports and submit the material for review upon request to the Amarillo Area Metropolitan Planning Organization or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements prescribed by law or detailed in program guidance.

Amarillo Area Metropolitan Planning Organization 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 Title VI program. This Assurance is binding on Texas, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and other participants in the Amarillo Area Metropolitan Planning Organization. The person(s) signing below is authorized to sign this. Assurance on behalf of the Recipient.

(Amarillo Area Metropolitan Planning Organization)

By 
(Signature of Authorized Official)

7-10-25

DATED