

RESOLUTION NO. 70

RESOLUTION AUTHORIZING MAYOR TO EXECUTE ASSURANCE  
AGREEMENT UNDER TITLE VI, CIVIL RIGHTS ACT OF 1964  
AND SUBMIT SAME TO FARMERS HOME ADMINISTRATION ON  
BEHALF OF THE TOWN OF MOUNT CARMEL, TENNESSEE

WHEREAS, the Town of Mount Carmel desires to make application for funds from the U.S.D.A. Farmers Home Administration in the amount of approximately \$610,000.00 to supplement the local funds available for the sewer line extension project for Brookshire Hills, Kinkead Manor, Marshall Estates and Maple Hills.

WHEREAS, it is necessary that the U.S.D.A. be assured that the Town of Mount Carmel, Tennessee is in compliance with and will continue to comply with, Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq), 7 CFR Part 15, and Farmers Home Administration regulations promulgated thereunder, 7 C.F.R. §1901.202, in order to receive Federal financial assistance as above-noted.

WHEREAS, it is the policy of the Town of Mount Carmel that no person shall, on the ground of race, color, or national origin be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in connection with any such program or activity as above-noted.

THEREFORE, be it resolved that the Mayor of the Town of Mount Carmel be, and is, hereby authorized to execute and deliver on behalf of and for the Town of Mount Carmel and in its name, the attached Assurance Agreement, U.S.D.A. - FmHA form 400-4.

This Resolution adopted on the 16th day of July, 1992,  
at a regular meeting of the Board of Mayor and Aldermen.

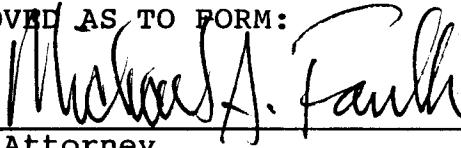
  
Ronnie L. Davis, Mayor

ATTEST:

  
Rita J. Jones  
Recorder

The vote was:      Yeas 5      Nays 0      Absent 1

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

CERTIFICATION

I, the undersigned, as \_\_\_\_\_ of the \_\_\_\_\_ hereby certify that the \_\_\_\_\_ of such Association is composed of \_\_\_\_\_ members, of whom \_\_\_\_\_, constituting a quorum, were present at a meeting thereof duly called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_; and that the foregoing resolution was adopted at such meeting by the vote shown above. I further certify that as of \_\_\_\_\_, the date of closing of the loan from the Farmers Home Administration, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Title \_\_\_\_\_

ASSURANCE AGREEMENT  
(Under Title VI, Civil Rights Act of 1964)

The Town of Mount Carmel,  
(name of recipient)

P. O. Box 1421, 100 E. Main Street, Mount Carmel, Tennessee 37645,  
(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Farmers Home Administration regulations promulgated thereunder, 7 C.F.R. §1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. §14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance or contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.

2. Recipient shall:

(a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.

(b) Permit access by authorized employees of the Farmers Home Administration or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.

(c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Farmers Home Administration or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.

3. The obligations of this agreement shall continue:

(a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.

(b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.

(c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.

4. Upon any breach or violation of this agreement the Government may, at its option:

(a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.

(b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Town of Mount Carmel, Tennessee,  
(name of recipient) on this date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

Attest: Rita J. Jones, City Recorder,  
Title

Town of Mount Carmel, Tennessee,  
Recipient

7-16-92,  
Date

Mayor,  
Title

Ronnie L. Davis,  
Recipient

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

The .....  
(name of recipient)

(“Recipient” herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Farmers Home Administration regulations promulgated thereunder, 7 C.F.R. §1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. §14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

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2. Recipient shall:
  - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
  - (b) Permit access by authorized employees of the Farmers Home Administration or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
  - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Farmers Home Administration or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
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  - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
  - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation of this agreement the Government may, at its option:
  - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service, or activity.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, ..... *(name of recipient)* on this date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

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*Recipient*

-----  
*Date*

Attest: \_\_\_\_\_ *Title*

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*Title*

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*Recipient*