

Housing Authority of the City of Salem Title VI Plan

I. Non-Discrimination Policy

It is the express policy of the Housing Authority of the City of Salem (SHA) that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal funds on the grounds of race, color, national origin, sex, age, disability, or income, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Fair Housing Act of 1968, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166.

It is also the express policy of SHA that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any SHA program or activity, whether those programs and activities are federally funded or not, on the grounds of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, as provided by Salem Revised Code (SRC) Chapter 97.

II. Authorities

Title VI of the Civil Rights Act of 1964 [Pub. L. 88-352 (1964), codified as 42 U.S.C. §§2000d through 2000d-4]:

Title VI of the Civil Rights Act of 1964 prohibits the discrimination in, or the denial of benefits under, any program or activity receiving federal financial assistance on grounds of race, color or national origin.

The Civil Rights Restoration Act of 1987, [Pub. L. 100-259, Sec. 6 (1988), codified as 42 U.S.C. §2000d-4a]:

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs or activities" to include all programs or activities of federal aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Fair Housing Act of 1968 [Pub. L. 90-284 (1968), as amended, codified as 42 U.S.C. §3601-3631]:

The Fair Housing Act provides that it is unlawful to discriminate in the sale or rental of housing because of a person's race, color, religion, sex, handicap, familial status, or national origin.

Age Discrimination Act of 1975, [Pub. L. 94-135 (1975), codified as 42 USC §6102]:

The Age Discrimination Act of 1975 provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

Americans with Disabilities Act of 1990, Subchapter 2, Part A [Pub. L. 101-336 (1990); codified as 42 U.S.C. §§12131-12134]:

The Americans with Disabilities Act of 1990 provides that no qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a state or a local government.

Section 504 of the Rehabilitation Act of 1973 [Pub. L. 93-112 (1973), codified as 29 U.S.C. §794]

Section 504 of the Rehabilitation Act of 1973 provides that no qualified handicapped person, shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

Exec. Order No. 12898:

Executive Order 12898 regards federal actions to address Environmental Justice in minority populations and low income populations. (Environmental justice seeks equal protection from environmental and public health hazards for all people regardless of race, income, culture and social class. Additionally, environmental justice means that no group of people including racial, ethnic or socioeconomic groups should bear a disproportionate share of the negative environmental consequences resulting from industrial, land-use planning and zoning, municipal and commercial operations or the execution of federal, state, local and municipal programs and policies.)

Exec. Order No. 13166:

Executive Order 13166 regards the improvement of access to services for persons with Limited English Proficiency.

SRC Chapter 97:

Because discrimination poses a threat to the health, safety and general welfare of the citizens of Salem and disrupts the institutions and foundation of SHA's community, and recognizing the limits of the foregoing federal non-discrimination statutes, in 2002 SHA Council enacted SRC Chapter 97. SRC Chapter 97 prohibits discrimination on the basis

of race, color, religion, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income.

III. Definitions

As used in this Title VI Plan, the following mean:

Affected Parties: persons protected against discrimination because of race, color, national origin, sex, age, disability, or income by the Title VI Requirements, and SRC Chapter 97.

Contractor: a person or entity who has entered into an agreement with SHA that is subject to the Title VI Requirements.

Human Rights and Relations Advisory Commission: City Commission responsible for the enforcement of SRC Chapter 97.

LEP Program: The Limited English Proficiency program established to assist individuals who do not speak English as their primary language, and who therefore have a limited ability to read, speak, or understand the English language and connect with government and assist with needed services.

Locating and Siting Actions: a recommendation by SHA staff or decision by SHA staff or SHA Board that will result in the construction of a public facility that could have adverse environmental impacts on the surrounding area.

Meaningful access: the provision of communicative assistance by SHA necessary to allow affected persons to participate in governmental services/activities.

Proposed Project: a project that receives federal funds and is subject to the Title VI Requirements.

Title VI Assurances: conditions imposed upon contractors as a result of federal funding being directly or indirectly provided to the contractor.

Title VI Requirements: the nondiscrimination provisions contained in Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Housing Act of 1968, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166.

IV. Title VI Plan Organization and Staffing

A. *Executive Director*

The Executive Director is responsible for ensuring SHA's compliance with the Title VI Requirements and SRC Chapter 97, including, but not limited to, monitoring SHA programs, preparing required reports and undertaking such other responsibilities as required by the Code of Federal Regulation (CFR). To ensure compliance the Executive Director will appoint a Title VI Coordinator, and designate one or more Title VI Managers within their respective areas of responsibility.

B. Title VI Coordinator

The Housing Administrator, or designee, is the Title VI Coordinator and responsible for the overall management of the Title VI Program, under the direct supervision of the Executive Director. The Title VI Coordinator's responsibilities are:

1. Process complaints regarding compliance with this Title VI Plan that are received by SHA.
2. Coordinate with the Title VI Manager to compile statistical data related to race, color, national origin, sex, age, disability, and income of participants in, and beneficiaries of, federally funded programs to ensure compliance with the Title VI Requirements.
3. Review SHA programs or projects receiving federal funds in coordination with the Title VI Manager to ensure compliance with the Title VI Requirements.
4. Conduct training programs related to Title VI Requirements for SHA staff who are responsible for Title VI compliance, and for contractors who are subject to the Title VI Requirements.
5. Make recommendations to the Executive Director on ways to achieve compliance with the Title VI Requirements.
6. Develop information regarding this Title VI Plan for dissemination to the general public and, where appropriate, use the LEP Program to ensure dissemination of the information to affected populations.
7. Ensure that individuals who will be affected by Locating and Siting Actions obtain meaningful access to the public awareness/involvement process.
8. Identify deficiencies in compliance with the Title VI Requirements, and make recommendations to the Executive Director for remedial actions to be taken to promptly resolve such deficiencies.
9. Annually prepare a Title VI Plan Report that documents progress, accomplishments, impediments and goals in fulfilling this Title VI Plan.

C. Title VI Manager

The SHA Management Analyst is the Title VI Manager and responsible for the day-to-day administration of the Title VI Program. The Title VI Manager's responsibilities are:

1. Ensure compliance, program monitoring, reporting, and education regarding the Title VI Requirements.
2. Meet As needed with the Title VI Coordinator to discuss issues regarding Title VI implementation and monitoring within SHA.
3. Collect statistical data regarding participants in and beneficiaries of federally funded programs, e.g., relocatees, Affected Parties, and impacted communities (race, color, national origin, sex, age, disability, and income).
4. Prepare annual reports regarding program compliance with Title VI and make recommendations on ways to achieve better compliance with the Title VI Requirements.
5. Conduct post-grant approval reviews of SHA programs and applicants for compliance with the Title VI Requirements.
6. Conduct meetings to review impacts of Proposed Projects on Affected Parties.
7. Develop mechanisms to identify the population of Affected Parties for Proposed Projects.
8. Notify Affected Parties of public meetings or hearings regarding a Proposed Project, and ensure that meetings and hearings are accessible to all Affected Parties.
9. Disseminate information to the public regarding access to Proposed Project information, specifications, and plans.

V. Title VI Program Components

A. Elimination of Discrimination

SHA will continue its practice of identifying discrimination based on race, color, religion, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, and where such discrimination is found to exist, implement programs or practices to eliminate the discrimination. Programs include, but are not limited to, hiring Minority/Women/Disadvantaged Business Enterprises (DBE) contractors, providing translations through the LEP Program, and conducting public outreach and involvement in SHA projects.

B. Public Dissemination of Information

The Title VI Coordinator shall assist SHA staff in the creation and dissemination of Title VI Program information to SHA employees, contractors, Affected Parties, and the general public.

Public dissemination efforts may include: posting public statements setting forth SHA's non-discrimination policy; inclusion of Title VI Assurances in SHA contracts and grants; and publishing a Title VI Policy Statement in a newspaper of general circulation in the City and in other community/minority publications at posting a Title VI Policy Statement in the vicinity of proposed SHA projects; including a Title VI Policy Statement in announcements of hearings and meetings; and providing notice of SHA Proposed Projects to minority communities.

C. Project Responsibilities

The Title VI Manager and any assigned project manager are responsible for Title VI compliance for individual projects. Compliance activities include, but are not limited to:

1. Ensuring that all aspects of a Proposed Project's planning process and operations comply with the Title VI Requirements.
2. Ensuring that Affected Parties have meaningful access to a Proposed Project's planning processes.
3. Gathering and organizing data for the Title VI Program Review.
4. Reviewing the Department work programs, policies, and other directives to ensure compliance with the Title VI Requirements.
5. Verifying the level of participation of Affected Parties at public outreach meetings.

D. Title VI Assurances in Contracts and Grants

SHA will ensure that all federally funded contracts administered by SHA contain Title VI Assurances. In the event that SHA distributes federal funds to another entity through grants or other agreements, the Title VI Manager or project administrator administering the grant or agreement will ensure that such grants and agreements contain the Title VI Assurances. The project administrator or grant administrator will monitor the performance of the contract or grant for compliance. The Title VI Coordinator and Title VI Manager will coordinate efforts to ensure that the requirements of Title VI are met throughout the entire contracting and grant performance process.

E. Data Collection

Statistical data on Affected Parties will be compiled by the Title VI Manager. The data compilation process will be reviewed regularly by the Title VI Coordinator and the Title VI Manager to ensure the data is sufficient to meet the requirements of this Title VI Plan.

F. Training Program

Annual training will be made available to the Title VI Manager and other SHA staff responsible for the implementation of the Title VI Requirements. Training will provide comprehensive

information on the Title VI Requirements and its application to specific programs or operations; assistance on the identification of Title VI issues; and an overview of the complaint process.

G. Title VI Program Reviews

The Title VI Coordinator and Title VI Manager will conduct an annual Title VI Program Review to assess the effectiveness in ensuring compliance with the Title VI Requirements. The Title VI Program Review will be summarized in an annual report and will include a list of programs subject to the Title VI Requirements; a summary of any complaints of violations of the Title VI Requirements and how each complaint was resolved; a summary of the statistical data compiled; a summary of Title VI training provided; and a general assessment of the Title VI compliance. The Title VI Program Review shall also include an evaluation of administrative procedures; review of operational guidelines for SHA, an assessment of the accomplishments during the preceding year; and a list of recommended goals and objectives for the upcoming year.

H. Preventive and Remedial Efforts

SHA will actively seek to prevent Title VI deficiencies or irregularities, and to remedy violations or irregularities if they occur in the administration of a program subject to the Title VI Requirements. In taking such action, the Title VI Manager will work with the Title VI Coordinator to create an action plan within 90 days of the date the need for preventive or remedial action is identified by SHA staff. A copy of the action plan will be provided to the Executive Director and retained by the Title VI Coordinator.

When the Title VI Manager reasonably believes a contractor has violated a Title VI Requirement, the Title VI Manager will follow the following process:

1. The project or grant administrator and the Title VI Manager will meet with the contractor to conduct an initial review of the facts supporting a finding that a violation of the Title VI Requirements has occurred or is occurring.
2. If, after the initial review, the Title VI Manager concludes that the contractor has violated the Title VI Requirements, the contractor will be given a reasonable time, not to exceed 90 days from the date notice is provided to the contractor, to voluntarily correct non-compliance.
3. SHA will seek to obtain the cooperation of the contractor in correcting non-compliance, and will offer to provide technical assistance needed by the contractor to obtain voluntary compliance with the Title VI Requirements.
4. A follow-up review will be conducted within 180 days of the date notice is provided to the contractor to ensure that the violation of the Title VI Requirements has been corrected. If after the review, the contractor has failed to correct the violation, the Executive Director may take appropriate action (e.g., withhold funds, cancel contract) required to comply with SHA's obligation under the federal grant.

5. When a contractor has failed or has refused to comply with Title VI Requirements within the 180 day period after the initial review, the Title VI Manager will submit two copies of the file to the appropriate state or federal agency (e.g., HUD), along with a recommendation that the file be reviewed for a determination of whether the contractor has violated the Title VI Requirements.

VI. Complaint Process

Any person who believes that he or she or any other program beneficiaries have been subjected to unequal treatment or discrimination in his or her receipt of benefits and/or services from SHA, or by a contractor on the grounds of race, color, national origin, sex, age, disability, or income, may file a Title VI Complaint with the Title VI Coordinator.

Any person who believes that he or she or any other program beneficiaries have been subjected to unequal treatment or discrimination in their receipt of benefits and/or services, or on the grounds of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, may file a complaint under SRC Chapter 97 with the City's Human Rights and Relations Commission.

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 Title VI Coordinator, SHA staff, contractors, and Affected Parties may be utilized for resolution.

The following procedures cover all complaints arising under Title VI. These procedures do not deny the right of the complainant after completion of the Title VI complaint process to file a complaint with state or federal agencies or to bring a private action based on the complaint.

1. Any person, group of persons, or entity that believes they have been subjected to discrimination under the Title VI Requirements may file a written complaint with the Title VI Coordinator. The complaint must be filed within 180 days of the alleged discriminatory act or occurrence.
2. Upon receipt of the complaint, the Title VI Coordinator will determine whether SHA has jurisdiction over the complaint, whether the complaint contains the necessary information, what additional information is needed, and whether further investigation is needed. Within 5 working days of receipt of the complaint, the Title VI Coordinator will determine whether SHA has jurisdiction, whether the complaint is complete, and whether the complaint warrants investigation, and will notify the complainant and the respondent of the institution of any investigation.
3. The Title VI Coordinator will provide the respondent with the opportunity to respond in writing to the allegations in the complaint. The respondent shall have 15 days from receipt of notification to furnish a response to the allegations in the complaint.

4. If the complaint is against a contractor, SHA will have 15 days from receipt of the complaint to advise the appropriate state or federal agency (e.g., HUD) of the receipt of a complaint and the status of the investigation.
5. Within 60 days of the receipt of the complaint, the Title VI Coordinator will cause to be prepared a written investigative report. The investigative report shall include a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition. The written report shall be reviewed and finalized by the Title VI Coordinator and sent to the SHA Attorney.
6. The SHA Attorney will review the investigative report and meet with the Title VI Coordinator and Executive Director to determine the appropriate action.
7. Once the investigative report has been completed and appropriate action determined, the complainant and respondent shall receive a copy of the investigative report, a statement of appropriate action, and notification of appeal rights.
8. Within 15 days of the complainant and respondent receiving a copy of the investigative report and determination of appropriate action, the Title VI Coordinator will meet with each party to discuss the determination of appropriate action along with the findings and conclusions in the investigative report.
9. Within 60 days of receipt of the original complaint, a copy of the complaint and SHA's investigative report and determination of appropriate action will be provided to the appropriate federal or state agency (e.g., HUD) for comments.
10. Within 15 days of receiving comments from the federal or state agency, the Title VI Coordinator will meet with all parties to the complaint to discuss the comments provided by the federal or state agency.
11. After receiving any comments from the appropriate federal or state agency, the Executive Director shall review the comments and adopt a final decision that includes taking appropriate action to address any comments provided by the federal or state agency. The final decision shall be provided to all parties to the proceeding, and shall include a statement that a party has a right to appeal the Executive Director's decision. A party may seek reconsideration of the Executive Director's final decision if the party produces evidence of new facts that were not previously considered and could not have been reasonably discovered during the investigation.
12. If a party is not satisfied with the results of the investigation or the disposition of the complaint, the party may appeal the Executive Director's final decision to the

appropriate federal or state agency, by filing a request for an appeal no later than 180 days after the date of the Executive Director's final decision.

APPENDIXA: Title VI Assurances

The following is a sample form of Title VI grant assurance (HUD-related). The form will be modified as appropriate to accommodate the specific requirements of the federal agency providing grant funds.

Title VI Assurances

[*] (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance that 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 applicable Code of Federal Regulations, (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, national origin, sex, age, disability, familial status, or income 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 Housing and Urban Development (HUD), and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances.

1. That the Recipient agrees that each "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 Housing Act and in adapted form in all proposals for negotiated agreements:
SHA of Salem in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, will ensure that 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, national origin, sex, age, disability, familial status, or income in consideration for an award.
3. That the Recipient shall insert the clauses of this Assurance in every contract subject to the Act and the Regulations.
4. 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.

5. 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.
6. 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 Housing Act Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a HUD Program, the Recipient shall include the following as appropriately modified:

The GRANTEE/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 Salem Housing Authority program or activity is extended or for another purpose involving the provision of similar services or benefits, the GRANTEE/LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to the Federal Housing Act and 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, Salem Housing Authority 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.

7. 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.
8. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Housing and Urban Development, 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.

9. 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 Department of Housing and Urban Development under its Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Program. The person or persons whose signatures appear below are authorized to sign the Assurance on behalf of the Recipient.

APPENDIXB: Contract Assurances

The following is a sample form of Title VI contract assurance. The form will be modified as appropriate to accommodate the specific requirements of the federal agency providing funds.

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

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Housing and Urban Development (hereinafter, "HUD") and applicable Code of Federal Regulations, (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 basis of race, color, national origin, sex, age, disability, or income, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited including employment practices.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements 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 relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, familial status, or income.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by law 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 HUD 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 HUD 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, SHA may impose such contract sanctions as it or HUD 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 procurements of materials and leases of equipment, unless exempt by HUD, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as HUD may direct as a means of enforcing such provisions including sanctions for noncompliance.

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