

TITLE VI IMPLEMENTATION PLAN CITY OF COLUMBIA CITY, INDIANA



Original 10/1/2014

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TITLE VI Implementation Plan

- I. Mission Statement
- II. Notice of Non-discrimination
- III. TitleVI Assurances
- IV. Administration - General
- V. Appendix A
- VI. Appendix B
- VII. Appendix C
- VIII. Organizational Chart
- IX. Compliance and Enforcement Procedures
- X. Accomplishment Report
- XI. Annual Work Plan

I. City of Columbia City Mission Statement

The City of Columbia City recognizes its its legal obligations to comply with Title VI of the Civil Rights Act of 1964 (Title VI), 49 CFR Part 26 and its related statutes and regulations to ensure that no person is excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity on the grounds of race, color, or national origin.

II. Notice of Non-Discrimination

The City of Columbia City values each individual's civil rights and wishes to provide equal opportunity and equality for the citizens of this city in all of its programs, services, and activities. As a recipient of federal funds, the City of Columbia City is required to conform to Title VI and all related statutes, regulations, and directives, which provide that no person shall be excluded from participation in, denied benefits or, or subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, age, sex, disability, national origin (including Limited English Proficiency), or income status.

III. Title IV Assurances

The City of Columbia City (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any federal financial assistance, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 USC 2000d-4 (Hereinafter referred to as the "Act"), so that no person in the United States shall, on the grounds of gender, race, color, 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 received Federal financial assistance, 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 with respect to the Federal Aid highway program:

1. That the Recipient agrees that each "program" and each "facility" as defined in the Act, 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 Act.
2. That the Recipient shall insert language referencing Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, notifying all bidders that it will affirmatively insure that in any contract entered into pursuant to his 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, or national origin in consideration for an award for bids for work or material subject to the Act.
3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act.
4. That the Recipient shall insert the clauses of Appendix B 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 to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C 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; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved.

8. That 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 for 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 to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, 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 and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act 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 and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, and successors in interest. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

6/1/2021

Ryan Daniel, Mayor of Columbia City

IV. Administration – General

The City of Columbia City designates Beth A. Igney, Human Resources Director (hereinafter referred to the “Title VI Coordinator”) shall have lead responsibility for coordinating the administration of the Title VI and related statues program, plan and assurances.

- **Complaints**

If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or services, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, she/he may exercise his/her right to file a complaint with the City. Complaints may be

filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

- **Data Collection**

Statistical data on race, color, national origin, English language ability and sex of participants in, and beneficiaries of City programs, e.g., impacted citizens and affected communities, will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of Title VI program.

- **City Reviews**

In January of each year, the Board of Public Works and Safety shall meet with the Title VI Coordinator to review the City's efforts to ensure the equal participation in all their programs and activities at all levels. The City does not have any special emphasis programs at this time.

- **Public Dissemination**

The City will disseminate Title VI Program information to City employees, any new hires, and will be posted on the City's website (under Ordinances and forms) for public perusal. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries. Public dissemination will include inclusion of Title VI language in contracts and publishing the Title VI Plan on the City Internet website at www.cityofcolumbiacity.net.

- **Environmental Justice:** The City shall ensure that it will avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority and low income populations. Prevents the denial of, reduction in, or significant delay in the receipt of benefits by minority populations and low-income populations.

- **Limited English Proficiency**

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency, to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit or encounter. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP" or Limited English Proficient. Title VI covers a recipient's entire program or activity.

The City of Columbia City utilizes a four factor analysis to assess the LEP populations in Columbia City: 1) The number and proportion of LEP persons eligible to be served or likely to be

encountered by the City, 2) the frequency with which LEP individual come into contact with the program, activity or service, 3) the nature and importance of the program, activity, or service provided by the program, and 4) the resources available to the City and costs.

Summary of the four factor analysis

Factor 1 – The number and proportion of LEP persons eligible to be served or likely to be encountered by the City can only be estimated until the actual number of persons who can speak English less than “very well” are documented as needing assistance by City Staff. U.S. Census Bureau information is utilized for this purpose. The total population is provided below to show the general distribution of race and ethnicity in the community. The estimated number of persons that may not speak English “Very well” is following in the US Census Bureau 2006-2010 American Community Survey.

The U.S. Census Bureau Quick Facts sheet for Population estimates for April 1, 2020 provides estimated statistics for the City of Columbia City as follows:

Total Population estimate = 9,390

Population by Ethnicity:

Hispanic or Latino = 2.4%

Non-Hispanic or Latino = .02

Population by Race:

White = .93.2 , African American = .002 , Asian = .002, American Indian and Alaska Native = .007, American Indian or Alaska Native – not specific = .002, and identified by 2 or more races = .025

Based on actual contact between City Staff and the community there have been no requests from anyone in the service area asking the City to provide language translation services (except for Police). Staff have indicated that they have only encountered one or two citizens who speak English less than “very well.” For planning purposes, the City considers people that speak English less than “very well” as Limited English Proficient (LEP) persons. It is estimated that the majority of people in the community speak English well or very well or have translation availability within their own families or friends.

Factor 2 – The frequency with which LEP individual come into contact with the program, activity or service:

Most of the ethnic languages in Columbia City have translators within their own families so there is not a need, at this time, for translation services.

Factor 3 - The nature and importance of the program, activity, or service provided by the program:

If, at any time, a LEP individual requests translation services that are considered important , such that denial or delay of access of services or information could have serious or even life-threatening implications, the City will provide, upon request, services to assist the LEP individual including translation of vital City documents and interpretation services.

Factor 4 –The resources available to the City and costs:

The City of Columbia City has several area individuals who are bilingual in English and Spanish and are available to translate requests from the Hispanic population on a day-to-day basis at no cost to the individual. In addition, I Speak Cards and Google Translator can be utilized.

SUMMARY OF LEP ACCOMMODATIONS

- The City of Columbia City strives to serve its citizens to the best of its ability, and will provide upon request, services to assist the LEP citizens including translation of vital documents and interpretation services deemed necessary to provide meaningful access to City services.
- An "I Speak Card" is available as part of this document and on the City's webpage and is also available at City Hall located at 112 S. Chauncey . This card allows LEP individuals to communicate their preferred language to City Staff whereas City Staff may then access translation services from the list provided.
- For language translation requests from the Hispanic or Latino community, the City has several staff members who are available to provide assistance for translation services on a day to day basis. The Staff members may also communicate using Google Translate.
- The City of Columbia City utilizes a voluntary public involvement survey to collect information regarding persons affected by proposed projects. The survey permits respondents to remain anonymous, while voluntarily answering questions regarding their gender, ethnicity, race, age, disability status, and household income. This voluntary public involvement survey is available at all public hearings and meetings. Once the survey data has been collected, it will be reviewed and then the survey will be placed in a file for future reference. In the case enough surveys are collected over time to show a significant increase in LEP populations, the City may consider changes to their LEP policy. Completed surveys shall be retained for a period of three years from the date of the meeting and/or completion of the related project, if applicable. A copy of this survey is available at the end of this document.
- The City reviews written Title VI complaints and ensures every effort is made to resolve complaints informally at the local level and review and update the City's Title VI plan and procedures as required.
- Staff for the City were trained on an overview of the Implementation Plan. Considering the small size of the City of Columbia City and limited financial resources, current training may be limited to web access to this document and it's attachments by all City Staff, an acknowledgement sheet that is signed by all Staff that have been made aware of this document (sign off that they have read the document and filed in their Personnel File) and require that all new employees receive the same training.

APPENDIX A

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 Regulation relative to nondiscrimination in Federally-assisted programs which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low 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 this discrimination, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor 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 the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- (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 Columbia City 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 the City of Columbia City 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 Columbia City shall impose such contract sanctions as it 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 the Regulations, or directives issued pursuant thereto.

The contractor shall take such actions with respect to any subcontract or procurement as the City of Columbia City 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 Columbia City to enter into such litigation to protect the interests of the City of Columbia City, and, in addition the contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein for the United States.

(Granting Clause)

NOW, THEREFORE, the City of Columbia City will accept title to the lands and maintain the project constructed thereon, in accordance with all Regulations and the policies and procedures prescribed the provisions to Title VI of the Civil Rights Act of 1964 (78 Stat. 252;42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Columbia City all the right, title and interest to said lands described in Exhibit "A" attached hereto and made a part hereof.

(Habendum Clause)

TO HAVE AND TO HOLD said lands and interests therein unto the City of Columbia City 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 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 Columbia City its successors and assigns.

The City of Columbia City, 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, or national origin, sex, age, and disability/handicap, and low income 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)* (2) that the City of Columbia City shall use the lands and interests in lands and interests in lands conveyed, in compliance with all requirements imposed, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter 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 City of Columbia City.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City of Columbia City pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “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 (deed, license, lease, permit, etc.) for a purpose for which a City of Columbia City program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant Title VI of the Civil Rights Act of 1964.

[Include in licenses, leases, permits, etc.]*

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

[Include in deed.]*

That in the event of breach of any of the above nondiscrimination covenants, the City of Columbia City shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City of Columbia City and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the City of Columbia City pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, sex, age, disability/handicap, and low income shall be excluded from participation in, 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 the furnishing of services thereon, no person on the ground of race, color, or national origin, sex, age, disability/handicap, and low income shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use

the premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964.

[Include in licenses, leases, permits, etc.]*

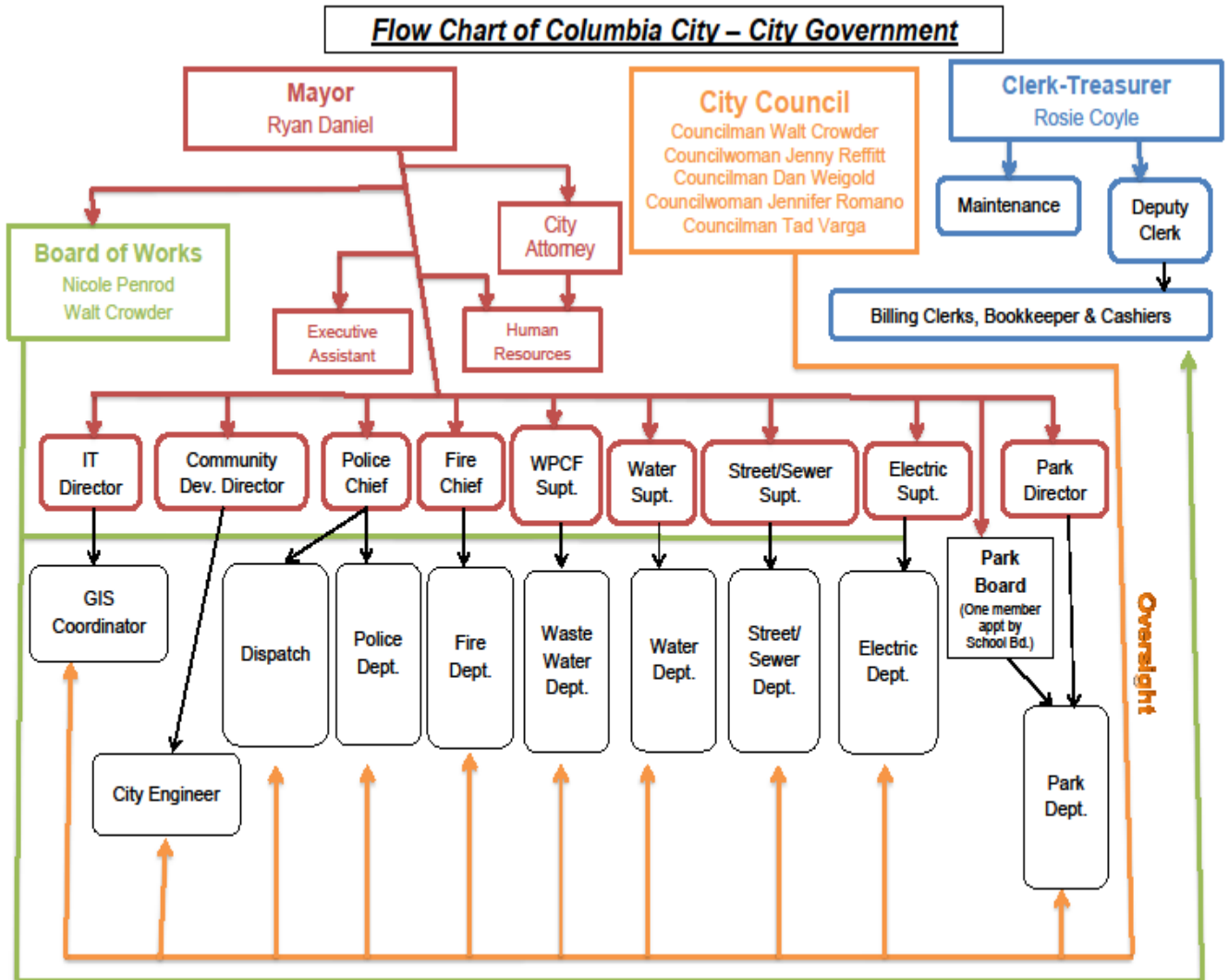
That in the event of breach of any of the above nondiscrimination covenants, the City of Columbia City shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] have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

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, the City of Columbia City shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City of Columbia City and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964,

VIII. Organizational Chart



IX. Compliance and Enforcement Procedures

The following procedure was established to investigate complaints and address grievances filed with the City of Columbia City, Indiana pertaining to Title VI:

- **Who May File a Complaint**

Any person who believes that he or she has been excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any City of Columbia City, Indiana service, program, or activity whether federally funded or not, based on their race, color, national origin, gender, age, disability/religion, ancestry, income status, or Limited English Proficiency may file a written complaint. A claimant's designee may also file a complaint on behalf of such a person.

- **Timeliness of Complaints**

For a complaint to be considered timely, it must be filed as soon as possible but no later than sixty (60) calendar days after the alleged violation. In the event a complaint is lodged, the complaining party shall be obligated to give the City of Columbia City, Indiana written notice of the alleged discrimination by delivering such written complaint in person, or by first class US mail, to the City of Columbia City, Attention Beth Igney, Title VI Coordinator, 112 S. Chauncey Street, Columbia City, IN 46725. The complaint should contain information about the alleged discrimination such as the name, address, phone number of the complainant and the location, date, and description of the alleged discriminatory act(s) that violated the Title VI (an act of intentional discrimination or one that has the effect of discriminating on the basis of race, color, national origin, sex, age, or disability or Limited English Proficiency).

- **Location/Availability of Complaint Forms**

The City of Columbia City will make complaint forms available online via the City website. Additionally, persons may contact the Title VI Coordinator to request a copy of the complaint form via email, facsimile, or United States mail.

- **Processing of Complaints**

The Title VI Coordinator shall notify the complainant in writing if his or her complaint is incomplete and allot fifteen (15) calendar days for the complainant to respond and provide the supplemental information needed to process the complaint.

After receiving a completed written complaint, the Title VI Coordinator will:

(1) Maintain a log of all complaints

(2) Within fifteen (15) days, acknowledge receipt of a complaint and respond to the complainant in writing, or by such other format accessible to complainant, explaining the position of the City of Columbia City and offering options for substantive resolution of the complaint.

(3) If the response by the Title VI Coordinator does not satisfactorily resolve the issue, the complainant or his/her designee may appeal the decision within fifteen (15) calendar days after the receipt of the Title VI Coordinator's response to the City of Columbia City Board of Public Works and Safety, City Hall, 112 S. Chauncey Street, Columbia City, IN 46725.

(4) Within fifteen (15) calendar days after the meeting, the City of Columbia City Board of Public Works and Safety shall respond in writing, or, where needed, in a format accessible to the complainant, with a formal resolution of the complaint.

(5) All written complaints received by the Title VI Coordinator, appeals to the Board of Public Works and Safety, and their responses, shall be retained by the City of Columbia City, Indiana for three (3) years.

- **Summary of Complaints Received**

No Complaints have been filed within the reporting period.

X. Accomplishment Report

This section was updated and new employees continue to be trained on where to find this document and what it means. Existing employees go through re-training each November. Programs continue to be evaluated as needed.

XI. Annual Work Plan

<u>Goal</u>	<u>Target Completion Date</u>
Coordinator attend Training	11/14/2014
Update Title VI Implementation Plan	10/30/2022
Attended Training updates	Nov. 2019, 2020, 2021, 2022
Distribute externally via website	Ongoing/updates
Distribute internally and train employees	Nov. 2022 (all) & ongoing – new hires
Evaluation of all Programs	12/31/2016 & 12/31/2018 & 6/1/2021, 10/1/2022