

**City of Seattle Title VI Plan
Seattle Office for Civil Rights**

May 2014

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Section I. Policy Statement, Authorities and Citations

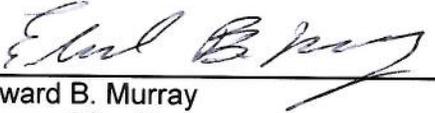
A. Policy of Nondiscrimination

The City of Seattle (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 Director of the Seattle Office for Civil Rights (SOCR) 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.



Edward B. Murray
Mayor of Seattle

5-27-14
Date

B. 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).

C. Additional Citations

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(h); 23 USC 324; Department of Transportation (DOT) Order 1050.2; Executive Order (EO) 12250; EO 12898; 28 CFR Part 50.3



Edward B. Murray
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D. Objectives

The objectives of the City of Seattle's Title VI plan are:

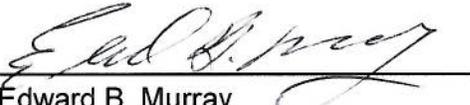
- To ensure that all persons, regardless of race, color, sex, or national origin receive the benefits of City programs, services and activities.
- To ensure the City of Seattle complies with Title VI and to assign responsibilities for ensuring compliance.
- To promote full and fair participatory decision-making.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

E. Statement on Limited English Proficiency

Seattle attracts people from around the world. We welcome this diversity and take steps to ensure that those who come to Seattle can participate in and enjoy to the fullest all that our great City has to offer.

The City of Seattle 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. By signing below, I reaffirm the City's efforts to reach out to the LEP community to ensure that they are a part of the City's democratic processes. This is a step I gladly take, as inclusion and fairness are an integral part of this City.



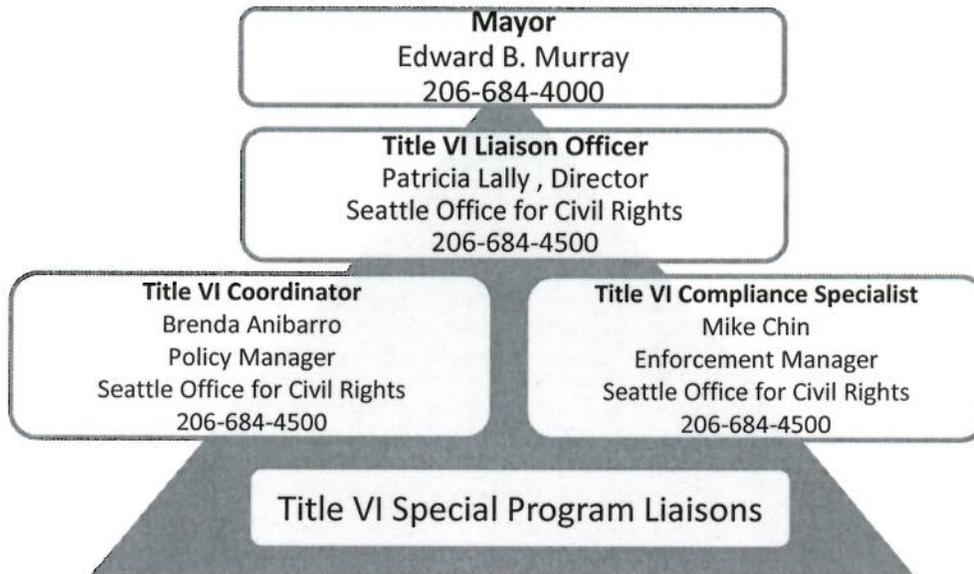
Edward B. Murray
Mayor of Seattle



Date

Section II. Organization, Staffing and Structure

Organizational Chart & Title VI Program Overview



The Mayor of Seattle is responsible for ensuring the implementation of the City's Title VI Program.

The Director of the Seattle Office for Civil Rights (SOCR) 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, including the requirements of 23 CFR Part 200 and 49 CFR Part 21.

Both the Title VI Coordinator and the Title VI Compliance Specialist report directly to the Director of the Seattle Office for Civil Rights.

The Title VI Coordinator is responsible for the day-to-day administration of the program and meeting reporting requirements to various federal agencies.

The Title VI Compliance Specialist is responsible for handling complaints to ensure compliance with Title VI.

Several departments within the City lead activities important to informing the City's Title VI Plan. This includes the Office of Immigrant and Refugee Affairs that oversees the City's Interpretation

and Translation Policy, the Department of Neighborhoods that oversees implementation of the Inclusive Outreach and Public Engagement Plan and the Seattle Office for Civil Rights that coordinates the City of Seattle Race and Social Justice Initiative.

Title VI Coordinator and Title VI Compliance Specialist Responsibilities

The Title VI Coordinator and Title VI Compliance Specialist are responsible for implementing, monitoring, and ensuring the City's compliance with Title VI regulations and the overall administration of the Title VI Program Plan and assurances (see Exhibit 2). This includes the completion of the following activities:

Title VI Coordinator:

- a) Program Administration – Administer the Title VI program and coordinate implementation of the plan. Ensure compliance with the assurances, policy, and program objectives. Perform Title VI program reviews to assess and update administrative procedures, staffing, and resources; provide recommendations as required to the Title VI Liaison Office and Mayor.
- b) Data Collection – Review the statistical data gathering process performed by Title VI Program Area Liaisons periodically to ensure sufficiency of data for meeting the requirements of the Title VI program administration. (See section VII – Special Emphasis Program Areas)
- c) Environmental Impact Statements – 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.
- d) Training Programs – 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. A summary of training conducted will be reported in the annual update to WSDOT (for the Federal Highway Administration - FHWA).
- e) Title VI Plan Update – Review and update the Title VI Plan as needed or required. Present updated plan to the Mayor for approval; submit amended Plan to WSDOT (for FHWA) or other federal agencies as required.
- f) Federally Required Reporting - The Title VI Coordinator may periodically conduct reviews of the City's Title VI Program to assess for Title VI compliance, as well as special emphasis programs reviewed with the Title VI designees annually to assure their effectiveness in compliance with Title VI provisions. Title VI Coordinator and program representatives will coordinate efforts to ensure that the requirements of Title VI are met.
 - i. An annual executive summary will be submitted to the Title VI Liaison Officer to review Title VI accomplishments achieved during the year. Annual reports are required for each of the special emphasis program areas per requirements set forth by WSDOT (for FHWA) and FTA. The Title VI Coordinator will be responsible for coordination and preparation of the report.
 - ii. The Title VI Coordinator will coordinate an Annual FHWA Title VI Update of Accomplishments to be submitted to WSDOT (for FHWA) by October 1 of each year. The update will report on accomplishments and changes to the program

during the preceding year, and will also include goals and objectives for the upcoming year.

- iii. The Title VI Coordinator will coordinate the Triennial FTA Title VI Program Report to FTA to be submitted by the date outlined by the FTA.
- g) Public Dissemination – 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 annual publication of the City's Title VI Policy Statement in newspaper(s) having a general circulation, and informational brochures. Ensure public service announcements or notices are posted of proposed projects, hearings, meetings, or formation of public advisory boards, in newspapers or other media reaching the affected community. Ensure the full utilization of available minority publications or media; and, where appropriate, provide written or verbal information in languages other than English. See Exhibit 1 for the City's Title VI Notice to the Public.
- h) Disseminate Title VI Program Information – Provide information to City employees, subrecipients, contractors, and beneficiaries as well as the general public. Public dissemination will include the posting of public statements on the web and in other formats and ensure inclusion of Title VI language in City contracts.
- i) Maintain Legislative and Procedural Information – Federal laws, rules and regulations, WSDOT guidelines, the current City of Seattle Title VI Plan, annual and triennial reports and other resource information pertaining to the implementation and administration of the City's Title VI program will be maintained and updated by the Coordinator and Specialist. Information will be made available to other agencies or the public as requested or required.

Title VI Compliance Specialist:

- a) Complaints – Review and investigate Title VI complaints that may be received by the City of Seattle, following adopted procedural guidelines (see section V – Complaint Procedures). Ensure every effort is made to resolve complaints at the local or regional level.
- b) Elimination of Discrimination – Work with the Special Program Liaisons to establish procedures for promptly resolving deficiencies, as needed. Recommend procedures to identify and eliminate discrimination that may be discovered in any City processes.

Program Areas

Special Program Areas are listed below with each responsible department. Departments are responsible for designating staff to act as the Title VI Special Program Area Liaison to work with the Title VI Coordinator and the Title VI Compliance Specialist. The liaison(s) shall provide program monitoring, data collection, and reporting, as well as dissemination of Title VI information within their respective departments.

Seattle Department of Transportation (SDOT)

All program areas pertaining to planning, environmental activities, right of way, construction and maintenance, and design of transportation infrastructure.

Finance and Administrative Services, City Purchasing and Contracting Services (CPCS)

All program areas pertaining to Disadvantaged Business Enterprise and Women and Minority Business Enterprise compliance on construction and consultant contracts.

Responsibilities

Each department is responsible for the following:

- Ensure that all program area activities comply with Title VI;
- Assist the Title VI Coordinator in gathering and organizing the special program emphasis area section of the Annual Title VI Update Report;
- Ensure that LEP and minority populations who will be affected by activities and projects receive meaningful access into the public awareness/involvement process through inclusive public involvement and plans for language and interpretation as necessary;
- Promote participation by and retain data on Disadvantaged Business Enterprises and Women and Minority Business Enterprises receiving City contracts;
- Provide supportive services to DBEs and WMBE's.
- Ensure Title VI language is included in City contracts;
- Maintain required data to be incorporated in the Title VI Annual and Triennial Reports. The data gathering process will be reviewed regularly to ensure sufficiency of information to meet the requirements of the Title VI program administration.

Section III. Training

The Title VI Coordinator and the Title VI Compliance Specialist 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.

Section IV. Complaint Procedures – Allegations of Discrimination in Federally Assisted Programs or Activities

Overview

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 Seattle Office for Civil Rights. For more information visit: <http://www.seattle.gov/civilrights/howtoocr.htm>

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 Coordinator may be utilized for resolution.

Procedure

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 Seattle Office of Civil Rights. A formal complaint must be filed within 180 calendar days of the alleged occurrence. The City will not officially act or respond to complaints made verbally.
2. Upon receipt of the written complaint, the Title VI Compliance Specialist will determine its jurisdiction, acceptability, need for additional information, and investigative merit of the complaint.
3. 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.
4. Once the Title VI Compliance Specialist decides the course of action for the complaint, the complainant and the respondent will be notified in writing of such determination within five calendar days of receipt of complaint. The complaint will be logged into the records of the Title VI Coordinator, and the basis for the allegation identified including race, color, national origin, handicap/disability, age or sex.
5. The Title VI Compliance Specialist 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.
6. Within 90 days of receipt of the complaint, the SOCR investigator will prepare a written investigative report for the Title VI Compliance Specialist. The report shall include a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition.

7. The investigative report and findings of the complaint shall be reviewed by the Law Department. The Law Department may discuss the report and recommendations with the Coordinator and other appropriate departmental staff.
8. The recommendation shall be reviewed by the Title VI Compliance Specialist. The Title VI Compliance Specialist will then discuss the report with the Title VI Liaison Officer. The report will be modified as needed and made final for its release to the parties.
9. 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.
10. A copy of the complaint and the City's investigation report will be issued to WSDOT's External Civil Rights Branch (or the appropriate oversight agency) within 90 calendar days of the receipt of the complaint.
11. Both the complainant and respondent shall be advised of their rights to appeal the City's decision to WSDOT, U.S. Department of Transportation or U.S. Department of Justice. The complainant has 180 days after the City's final resolution to appeal to WSDOT and USDOT. Unless new facts not previously considered come to light, reconsideration (appeal) of the final determination by the City will not be available.

Section V. Review and Remedial Action Procedures for Subrecipients, Consultants and Contractors

- A. Title VI Review of Subrecipients of Federal Aid Highway Funds** – Special Program Area Liaisons and the Title VI Coordinator will assist WSDOT to periodically conduct FHWA Title VI compliance reviews. The Title VI Coordinator and Special Program Area Liaisons will review select recipients of federal aid funds, to ensure adherence to Title VI requirements (see Section VI). The Coordinator and Special Program Area Liaisons will work cooperatively to periodically confirm operational guidelines provided to consultants, contractors and subrecipients, including Title VI language, provisions and related requirements, as applicable.
- B. Post-Grant Reviews** – The Coordinator will collaborate with Special Program Area Liaisons to conduct periodic post grant reviews of select recipients of federal funds to ensure adherence to Title VI requirements (See Section VI). 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.
- C. 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 WSDOT 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 WSDOT may, with FHWA's concurrence, initiate sanctions per 49 CFR 21.

Section VI. Promoting Inclusive Public Participation and Meaningful Access to those with Limited English Proficiency

Inclusive Outreach and Public Engagement

The City of Seattle is committed to promoting inclusive public participation. In 2008, the City passed Executive Order 05-08, Inclusive Outreach and Public Engagement and the Inclusive Public Engagement Policy, as part of the City's Race and Social Justice Initiative (see Attachment 2). The Executive Order directs City departments to perform outreach and public engagement to reflect the racial and cultural diversity of Seattle's residents and directs departments to develop a common approach to inclusive outreach and coordinate implementation Citywide. This policy also:

- sets a standard for inclusive outreach;
- assigns responsibilities for departments;
- calls for the development of a toolkit to provide guidance to staff;
- requires that this work adhere to the City's Interpretation and Translation Policy;
- requires that the plan receives periodic evaluation.

The City of Seattle Inclusive Outreach and Public Engagement Executive Order:

- Acknowledges the barriers that people of color and immigrant and refugee communities experience in accessing City government or participating in public process;
- Recognizes diversity as both a strength and opportunity;
- Affirms that a healthy democracy requires outreach and public engagement that considers our communities' racial, cultural, and socio-economic complexity.

The Department of Neighborhoods and the Seattle Office for Civil Rights coordinate the citywide implementation of the Inclusive Outreach and Engagement policy. This policy is designed to

increase access to information, resources and civic processes by people of color, low-income residents, and immigrant and refugee communities through implementing racially and culturally inclusive outreach and public engagement processes.

The City's intentional and coordinated approach to inclusive outreach and public engagement ensures that:

- All stakeholders, both community and city departments, are considered and involved early in any new process.
- That the City hears and supports the diversity of races, cultures, gender identities, sexual orientations and socio-economic status that represent the people in our neighborhoods and business districts.
- That outreach and engagement is carried out in a manner that is respectful and appropriate for everyone.

The City's inclusive outreach and public engagement efforts align with Federal Title VI requirements: demographic analysis of the population(s) affected, rate of contact with City services for various groups, the importance of programs or services to people's lives, and the resources available to departments.

More details on the City of Seattle's Inclusive Outreach and Public Engagement can be found in Attachment 1.

Meaningful Access to those with Limited English Proficiency

The City of Seattle seeks to make its services and resources easily available and understandable to all Seattle residents, including non-English speakers. The percentage of foreign-born residents has increased significantly in the last three decades. In 1980, the foreign-born population constituted about eleven percent of Seattle's population. According to the U.S. Census, between 2008 and 2012 the foreign-born population had risen to 19%.

To ensure that immigrant and refugee community members are able to access and benefit from City programs and services the City of Seattle launched the Immigrant and Refugee Initiative in 2007. As part of this work the City:

Conducted a community needs assessment in 2007 with immigrant and refugee communities.

Formed the Immigrant and Refugee Advisory Board (renamed the Immigrant and Refugee Commission in 2012).

Created tools and resources (demographic data, language maps, list of vendors who can provide translation and interpretation services, staff training) that could be used by departments to improve their engagement with immigrant and refugee communities.

Drafted and implemented a citywide translation and interpretation policy that provides guidance to departments on the use of translated materials and language interpreters (Appendix 3).

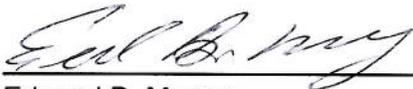
In 2012, the Office of Immigrant and Refugee Affairs was established and currently coordinates the City's efforts.

Implementation of the City's Interpretation and Translation policy complies with Title VI by taking into account:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient;
- (2) The frequency with which LEP persons come into contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the program to people's lives and;
- (4) The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach.

The City's efforts on inclusive outreach and public engagement coupled with its policy on interpretation and translation, work together to assist City staff in ensuring meaningful participation by communities of color and immigrant and refugee residents.

For more information on the City of Seattle's Translation and Interpretation Policy see Attachment 3.



Edward B. Murray
Mayor of Seattle

5-27-14
Date

Exhibits, Appendices and Attachments

Exhibit 1 - City of Seattle Title VI Notice to the Public.

The City of Seattle 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 Seattle 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 Seattle. Any such complaint must be in writing and filed with the City of Seattle Office of Civil Rights within one hundred, eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint forms may be obtained from the City of Seattle at no cost to the complainant by calling 206-684-4500 or emailing Ocr_Intake@Seattle.Gov.

Exhibit 2 – City of Seattle Title VI Assurance

The City of Seattle in the State of Washington, (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 Washington State 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 Seattle 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 49CFR 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 Appendix 1 of this Assurance in every contract subject to the Act and Regulations.
4. That the Recipient shall insert the clauses of Appendix 2 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 set forth in Appendix 3 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 Secretary 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.

Appendix 1 – Title VI Assurances for Consultants, Contractors, SubContractors, Suppliers and Manufacturers.

The City of Seattle 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 Appendix B of 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 Seattle or the Washington State 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 Seattle, or the Washington State 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 Seattle and the Washington State 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 Seattle or the U.S. 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 Seattle 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.

Appendix 2 – Granting and Habendum Clauses

When the City of Seattle 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 Seattle, 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 Seattle 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 Seattle, 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 Seattle, its successors and assigns.

The City of Seattle, 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 Seattle, 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, Non-Discrimination 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 transportation and its assigns as such interest existed prior to this instruction.

Appendix 3 – 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 Seattle pursuant to provisions of Title VI Assurances, item 7:

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 Seattle 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.

Attachment 1 – Inclusive Public Engagement Policy



Inclusive Public Engagement Policy

1. Purpose and Scope

The City of Seattle is committed to ending institutional racism and creating a city that is enriched by its diverse cultures, with civic participation by all community members. To this end, the City commits to developing and implementing outreach and public engagement processes inclusive of people of diverse races, cultures, gender identities, sexual orientations and socio-economic status. This policy is designed to increase access to information, resources and civic processes by people of color and immigrant and refugee communities through the implementation of racially and culturally inclusive outreach and public engagement processes.

2. Key Definitions

2.1 Public Engagement

Activities that intentionally enable community members to effectively engage in deliberation, dialogue and action on public issues and in the design and delivery of public services.

2.2 Outreach

Activities intentionally employed to make contact and potentially develop working relationships with specific individuals and/or groups for purposes including, but not restricted to, sharing information, education, or service provision

2.3 Community members

Residents, customers, business owners and others who live, work or otherwise engage in activities with the City of Seattle. More specific communities of interest may exist for a specific program or policy. Communities of interest may share a common geographical location, interest or attribute.

2.4 Outreach and Public Engagement Liaisons

City staff designated by their departments to serve as resources to conduct racially and culturally competent outreach and public engagement processes.

2.5 Culturally and racially inclusive outreach and public engagement

Public processes that ensure the participation of people of color, immigrant and refugee communities, and low income people in City outreach and public engagement processes.

2.8 Cultural relevancy

Programs, policies and/or procedures that respond to and are reflective of the needs of a person's and/or community's racial, ethnic, cultural and linguistic experiences.

2.7 Cultural competency

Behaviors and actions that reflect and respond effectively to the racial, ethnic, cultural and linguistic experiences of the communities involved with a particular program, policy or procedure.

2.6 RSJL Outreach and Public Engagement Consultant Roster

A list of RSJL outreach and public engagement consultants who have demonstrated expertise and experience in designing and implementing racially and culturally inclusive strategies for outreach and public engagement.

3 Policies

The City of Seattle should make reasonable efforts to implement the following policies:

3.1 Successful Outreach and Public Engagement

The purpose of all outreach and public engagement activities will be clearly identified. Outreach and public engagement activities will provide equitable opportunities for participation. Appropriate steps will be taken to eliminate institutionalized racism and promote a multicultural perspective. Activities will be conducted in accordance with the standards listed below:

- Outreach and public engagement processes are intentionally inclusive and culturally relevant and competent.
- Community members' investment of time is respected.
- Participants are kept informed of the results of their engagement.
- Communities' cultural assets and knowledge are recognized and utilized.

Guidelines for implementation of these standards will be contained in the Department of Neighborhoods Outreach and Public Engagement Toolkit.

3.2 Leadership and Coordination

The Seattle Office for Civil Rights and the Department of Neighborhoods will provide leadership on this policy and co-lead the implementation of the Outreach and Public Engagement Work Plan.

3.3 Outreach and Public Engagement Liaisons

Each department must designate a staff person to serve as an Outreach and Public Engagement Liaison.

3.4 Duties of Outreach and Public Engagement Liaisons

Outreach and Public Engagement Liaisons will coordinate their departments' outreach and public engagement strategies, in accordance with this policy.

3.5 Use of consultants for outreach and public engagement

When departments are in need of additional outreach and public engagement resources, consultants who have demonstrated expertise and experience in designing and implementing racially and culturally inclusive strategies for outreach and public engagement will be utilized. Such consultants will be listed on an Outreach and Public Engagement consultant roster.

3.6 Adherence to the City's Translation and Interpretation Policy

All outreach and public engagement processes also will adhere to existing policies outlined in the City's Translation and Interpretation Policy.

3.7 Resources

Departments will use their own Outreach and Public Engagement Liaisons as resources; when additional outreach and public engagement resources are needed, departments will utilize the RSJI Outreach and Public Engagement consultant roster. Departments are to seek guidance from SOCR and DON staff.

Departments are responsible for the costs associated with using consultants listed in the Outreach and Public Engagement Contractor Roster.

3.8 Measuring success

The Outreach and Public Engagement Liaisons will ensure implementation of these policies and will develop and implement measures to track the success of these policies, including soliciting and responding to feedback from staff, community members and consultants on effectiveness of new Outreach and Public Engagement policies and procedures.

The City will review these policies in accordance with Race and Social Justice work plans and make adjustments as appropriate.

Attachment 2 – Executive Order 05-8



Office of the Mayor
City of Seattle
Gregory J. Nickels, Mayor

Executive Order: 05-08 **Inclusive Outreach and Public Engagement**

An Executive Order directing City departments to perform outreach and public engagement in a manner that reflects the racial and cultural diversity of Seattle. This Executive Order directs City departments to develop a common approach to outreach and public engagement and coordinate implementation Citywide.

WHEREAS, people of color, immigrant and refugee communities, and low-income people have faced barriers to resources and amenities, and to accessing information, or being included in public processes and public engagement; and

WHEREAS, the diversity of Seattle presents both opportunities and challenges in relation to outreach and public engagement, thus requiring consistent and coordinated strategies; and

WHEREAS, the City is committed to ending institutionalized racism in City government; and

WHEREAS, the City strives to create a city that is enriched by its diverse cultures, with civic participation by all community members; and

WHEREAS, the City invests significant resources in outreach and public engagement strategies, and seeks to maximize the efficiency and effectiveness of these methods; and

WHEREAS, a healthy democracy requires outreach and public engagement that takes into account our communities' racial, cultural, and socio-economic complexity; and

WHEREAS, the City aims to appropriately use community skills and expertise to enhance our outreach and public engagement efforts;

Executive Order 05-08
Inclusive Outreach and Public Engagement

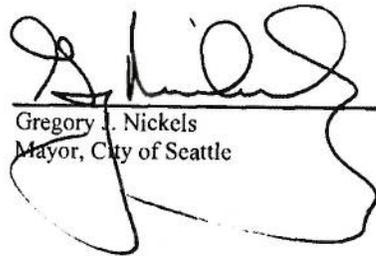
1

NOW, THEREFORE, I, GREGORY J. NICKELS, Seattle Mayor, do order that all City departments use practices that are inclusive of all persons in the Seattle community and that engage the public through effective outreach.

FURTHERMORE, I direct the Seattle Office for Civil Rights and the Department of Neighborhoods to co-lead implementation of this policy.

Inquiries regarding this Executive Order should be directed to the Race and Social Justice Initiative Manager in the Seattle Office for Civil Rights at (206) 684-4500.

Dated this 4th day of April, 2008



Gregory J. Nickels
Mayor, City of Seattle

Attachment 3 – Translation and Interpretation Policy

1



City of Seattle
Gregory J. Nickels, Mayor

Translation and Interpretation Policy

1. Purpose and Scope

The City of Seattle is committed to responsive government and the provision of quality customer service. This involves, in part, making reasonable efforts that City services and information about those services are provided in a manner that is accessible, relevant and timely. This policy on translation and interpretation is designed to promote fair and equitable access to City services for individuals with limited English proficiency.

2. Key Definitions

For the purpose of this policy, the following definitions should apply.

2.1 Limited English Proficiency (LEP)¹:

A person with limited English proficiency (LEP) cannot speak, read, write or understand the English language at a level that permits him or her to interact effectively with City staff.

Individuals who communicate with American Sign Language are covered in this definition, although other Federal laws and regulations such as the Americans with Disabilities Act apply and should be considered separately.

2.2 Translation:

Translation is the conversion of written communication from one language to another in a written form. An accurate translation is one that conveys the intent and essential meaning of the original text.²

2.3 In-person Translation

¹ City of Minneapolis, Minneapolis in Any Language Manual, p. 14 http://www.ci.minneapolis.mn.us/civil-rights/docs/LEP_Service.pdf#search=%22%22%20person%20with%20limited%20English%20proficiency%20LEP%20can%20speak%22%22

² City of Minneapolis, Minneapolis in Any Language Manual, p. 26 http://www.ci.minneapolis.mn.us/civil-rights/docs/LEP_InterpreterAndTranslation.pdf#search=%22%22Translation%20%20the%20conversion%20of%20written%22%22

Translation and Interpretation Policy

In-person translation is the conversion of written communication to oral rendition from one language to another preserving the intent and meaning of the original message.

2.4 Interpretation:

Interpretation is the oral rendition of a spoken message from one language to another, preserving the intent and meaning of the original message.³

2.5 Employee Language Bank

The Employee Language Bank is an internal resource that lists City employees who have volunteered their foreign language skills and time to assist with the short-term, usually under an hour, language needs of persons seeking access to City services and City departments.

An employee who works for the Language Bank should not be asked to interpret or translate sensitive or critical information. The City specifically disclaims and advises residents not to rely on the translation or interpretation of sensitive or critical information that is not done by a professional or court certified translator or interpreter.

2.6 Language Line

The Language Line is a commercial interpretation service accessed through the telephone.

2.7 Vital Documents

Vital Documents are documents that provide essential information for accessing basic City services and benefits. Examples of vital documents include:

- Consent and complaint forms
- Notices of eligibility criteria, rights, denial, loss, or decreases in benefits or services
- Notices of availability of free language assistance
- Summary explanations of department's direct services

2.8 Critical Information

³ City of Minneapolis, *Minneapolis in Any Language Manual*, p 24 http://www.ci.minneapolis.mn.us/civil-rights/docs/LEP_InterpretingAndTranslation.pdf?search=22%20Interpretation%20in%20the%20translation%20of%20the%20opinion%22%22

Critical information could be written or oral that may have life and death implications. For example, emergency evacuation messages are considered critical.

2.9 Sensitive Information

Sensitive information is information of a confidential or proprietary nature, or information that impacts, expounds on or references the rights or responsibilities of the City or the resident under federal, state or local law, or that could potentially expose the City to legal action, or information could have a potentially financial impact on City, the person seeking translation or interpretation services, or another person or entity.

2.10 Primary Languages

Primary languages are languages other than English spoken by the largest numbers of City residents, based upon data from the Federal Census, Seattle Public Schools, Seattle Municipal Court, and City Call Centers. These languages are broken into two tiers. The first tier includes the top seven languages spoken in Seattle and the second tier includes languages spoken by at-least 2000 Seattle residents.

The 1st tier languages are:

Spanish, Vietnamese, Cantonese, Mandarin, Somali, Tagalog, and Korean

The 2nd tier languages are:

Cambodian, Amharic, Oromo, Tigrinya, Laotian, Thai, and Russian

3. Policies

The City of Seattle should make reasonable efforts to implement the following policies:

3.1 Translation

- 3.11 City Departments should translate vital documents into the 1st tier languages spoken by substantial residents of the City of Seattle. Documents containing critical information should be translated into the 2nd tier languages as well.
- 3.12 City Departments that are conducting major projects in a neighborhood where 5% of the population consist of a specific language group, based on the current census data, should translate and distribute documents relevant to the project in that language (s).

- 3.13 If a department is providing a targeted service to a particular language group, information about the service should be translated into the language.
- 3.14 Departments, at their own discretion, can translate documents other than vital documents and translate documents into languages other than the 1st tier languages.
- 3.15 All the aforementioned should be provided to City residents free of charge.

3.2 Interpretation

- 3.21 City Departments should use the Language Bank or the Language Line, where appropriate, for interpretation to assist and inform residents about direct City services.
- 3.22 Invitations to community meetings called by the City should inform the public in 1st tier languages that interpreters may be provided, if possible, at the meeting if the City receives a request five working days prior to the event.
- 3.23 Neighborhood specific events should provide interpreters in the languages where 5 % of the residents represent a language group, based on the current census data, and when it is requested 5 days prior to the event.
- 3.24 Departments, at their own discretion, may provide interpreters more frequently than is required in this policy.

3.3 General Disclaimer on Translation and Interpretation

The City should make reasonable efforts to provide translation and interpretation services so that City services are reasonably accessible for individuals with limited English proficiency. However, the circumstances of individuals may vary so widely that no particular person should rely solely upon the Employee Language Bank or any commercial, telephone-based interpretation service. City efforts at translation and interpretation are not substitutes for competent translation and interpretation services obtained by individuals interested in accessing City services. The City cannot warrant that translation and interpretation services provided under this policy should be adequate for the purposes of every individual in every circumstance and disclaims any liability alleged to arise from such services.

3.4 Resources

- 3.41 For requests that involve the interpretation of information that is neither sensitive nor critical, a City staff should first use the Employee Language Bank. If possible, a City Department should first seek employees in the

Language Bank from its own department to satisfy a request because a Department employee may have greater familiarity with the Department's policies and procedures.

3.42 If City employees with the appropriate language skills are not available or the interpretation should require additional time, language providing service or professional and/or certified interpreter under contract with the City should be used. Interpretation of a more complex and/or technical nature should be done by a professional and/or certified interpreter.

3.43 The translation of any written documents should be done by a professional under contract with the City for interpretation and translation services.

3.5 Policy Statement for Competency

3.51 The City is committed to using competent, trained and culturally sensitive translators and interpreters. This policy is for both volunteer City and professional/court certified translators and interpreters.

3.52 Seattle residents may use their own interpreters for information that is neither sensitive nor critical.

3.53 For reasons of accuracy, confidentiality, and family dynamics, minor children (under 18) should not translate or interpret vital documents for family members or other limited English speakers.

3.6 Documents Bank

For purposes of education and efficiency, Department Of Information Technology will maintain an online bank of translated documents that can be shared by every department.

3.7 Accountability Policy

3.71 The City should monitor by department levels of service and cost of these services. This should be done through each department's accountability agreement, departmental translation/interpretation liaisons, and City-wide coordination.

3.72 The City should solicit feedback and comments from staff, the immigrant and refugee communities and translation and interpretation contractors on the effectiveness of these policies.

3.73 The City should review periodically this policy and make adjustments, as appropriate, based on changing demographics and other factors.