



Jacksonville Urban Area

Metropolitan Planning Organization

PUBLIC PARTICIPATION PLAN

Updated January 2012

JACKSONVILLE URBAN AREA METROPOLITAN PLANNING ORGANIZATION PUBLIC PARTICIPATION PLAN

The Jacksonville Urban Area MPO (JUMPO) strives to ensure an open transportation planning process where the free exchange of ideas and information and the opportunity for input from interested parties at all stages of the transportation planning process can take place in an effective manner. The purpose of this plan is to outline JUMPO work products and the public involvement process required for the successful completion, adoption and implementation of each.

Jacksonville Transit, a public transit system currently operated by the City of Jacksonville, North Carolina, is a recipient of Federal Transit Administration funds, specifically Section 5307. As such, Jacksonville Transit is required to have a Public Participation Plan in place to ensure that all interested parties have an opportunity to review and offer comments on federally funded transportation projects. FTA Circular 9030.1C encourages transit systems to rely on their local MPO's Public Participation Plan for the development of the Programming of Projects (POP) if the transit system operator has coordinated with the MPO to ensure that the public is aware that the MTIP development process is being used to satisfy the POP requirements. Consequently, it has been determined that JUMPO's Public Participation Plan satisfies Jacksonville Transit's public participation requirements if all public notices for MTIP development contain an explicit statement that associated public involvement activities and comment periods fulfill FTA POP requirements.

The Public Participation Plan shall be reviewed annually by MPO staff, the Technical Coordinating Committee (TCC) and the Transportation Advisory Committee (TAC) to assure that a full and open process that is inclusive of all interested parties and that conforms to federal transportation regulations is being followed. There will be a 45-day minimum public review period for the Public Participation Plan if changes have been made since the last opportunity for public review or if the Public Participation Plan has not been reviewed in the past three (3) years. The following outreach methods will be utilized to notify the public of the comment period:

- i) A legal notice published in the legal advertisement section of at least one (1) newspaper with regional coverage prior to initiation of the public comment period(s);
- ii) A legal notice published in the legal advertisement section, or if no legal advertisement section available a display advertisement shall be placed in at least one (1) newspaper with circulations targeted at minority and/or low-income populations;
- iii) A Summary of changes will be sent with a media notification to the two newspapers above AND the City of Jacksonville media contact list (approximately 8 news agencies covering printed media, television, and radio as well as 12 other media related contacts);
- iv) Additional regional newspapers and non-government organizations representing other interested parties will be notified as deemed appropriate.

There are several laws and regulations that have been established by the Federal government to ensure the transportation planning process remains open and in the public interest. The following is a listing of federal legislation and regulations that guide the public participation process:

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for users (SAFETEA-LU) (Pub. L. 109-59 August 10, 2005) emphasizes participation by interested parties:

- A. In General: Each metropolitan planning organization shall provide citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with a reasonable opportunity to comment on the transportation plan.
- B. Contents of Participation Plan: A participation plan:
 - i. shall be developed in consultation with all interested parties; and
 - ii. shall provide that all interested parties have reasonable opportunities to comment on the contents on the transportation plan.
- C. Method: In carrying out subparagraph A, the metropolitan planning organization shall, to the maximum extent practicable:
 - i. hold any public meetings at convenient and accessible locations and times;
 - ii. employ visualization techniques to describe plans; and
 - iii. make public information available in electronically accessible format and means, such as the World Wide Web, as appropriate to afford reasonable opportunity for consideration of public information under subparagraph A.

National Environmental Policy Act: The Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) regulations implementing the National Environmental Policy Act (NEPA) of 1969 (as amended) outline requirements to go through an environmental review process for implementing projects from a TIP. NEPA has its own set of public participation requirements for review period and notification of interested parties on a project basis. These requirements are not a substitute for earlier participation at the planning and programming stages.

Americans Disabilities Act of 1990: The American with Disabilities Act (ADA) of 1990 encourages the participation of people with disabilities in the development and improvement of transportation and paratransit plans and services. Also in accordance with ADA guidelines, all meetings conducted by the MPO will take place at locations which are accessible facilities so as to accommodate persons with mobility limitations.

Clean Air Act: The Clean Air Act Amendments (CAAA) of 1990 requires the transportation community to improve air quality while, at the same time, sustain adequate mobility for transportation users. CAAA and the transportation planning provisions of SAFETEA-LU (Section 6011 – Transportation Conformity) are intended to ensure that integrated transportation and air quality planning occurs in the areas designated by the U.S. Environmental Agency (EPA) as nonattainment or maintenance areas.

Title VI – Environmental Justice: Title VI of the Civil Rights Act of 1964 sets standards which authoritatively outlawed discrimination in the conduct of all Federal activities. The term Environmental Justice (EJ) was created by people concerned that everyone within the United States deserves equal protection under the country’s laws. A 1994 Presidential Executive Order directed every Federal agency to make Environmental Justice (EJ) part of its mission by identifying and addressing the effects of all programs, policies, and activities on “minority populations and low-income population.” The U.S. Department of Transportation (DOT) issued its DOT Order to Address Environmental Justice in Minority Population and Low-income Population in 1997. The DOT Order accomplishes this goal by involving the potentially affected public in developing transportation projects that fit harmoniously within their communities without sacrificing safety and mobility.

The Jacksonville Urban Area MPO has developed several policies, procedures, and techniques that will be used to solicit information from interested parties and ensure participation of the public (Appendix C: Title VI Policy and Documents). Several types of projects or plans require specific actions while other activities may require a more versatile set of outreach options. JUMPO will strive to incorporate the policies and techniques listed below as well as other procedures as appropriate:

1. **JUMPO Meetings.**

Meetings of the TAC and TCC are open to the public, and meeting minutes are available to the public. Past minutes and the schedule of meetings are available at the MPO’s Web site. Prior to each meeting, a contact list of interested parties receives reminder notices, meeting agendas, and other material. To join this list, please contact a JUMPO staff member. JUMPO also publishes periodic newsletters to provide quick updates on projects and plans. Persons with disabilities needing auxiliary aids or services are requested to contact the MPO office 48 hours in advance of a meeting to make appropriate arrangements for their attendance of a meeting.

2. **Metropolitan Transportation Improvement Program (MTIP).**

The development of the MTIP and all amendments shall meet all current Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and North Carolina Department of Transportation (NCDOT) requirements for public notification and participation. The following opportunities for public participation will be initiated:

- a) A 30-day minimum public review and comment period will be established for the Draft MTIP. The following outreach methods will be utilized to notify the public of the review and comment period:
 - i) A legal notice published in the legal advertisement section of at least one (1) newspaper with regional coverage prior to initiation of the public comment period(s);
 - ii) A legal notice published in the legal advertisement section, or if no legal advertisement section available a display advertisement shall be placed in at least one (1) newspaper with circulations targeted at minority and/or low-income populations;
 - iii) A Summary of MTIP changes will be posted on the Jacksonville Area MPO website (<http://www.jumpo-nc.org>);

- iv) A Summary of MTIP changes will be sent in a media notification to the two newspapers above AND the City of Jacksonville media contact list (approximately 8 news agencies covering printed media, television, and radio as well as 12 additional media related contacts);
 - v) Additional regional newspapers and non-government organizations representing interested parties will be notified as deemed appropriate; and
- b) A timely opportunity for public comment on the Draft MTIP will be made available during at least one TCC and one TAC meeting, the latter serving as a public hearing;
- c) Member jurisdictions involved shall also notify citizens of the public comment period during regularly scheduled board and council meetings as well as through distributing notification to community contacts via email;

In addition:

- a) There will be a formal public comment period of no less than 30 days after development of the draft project priority list and the mechanism for evaluating projects has been released. This comment period will be an opportunity for interested parties to comment on the project priorities and the method(s) used to derive them;
 - i) A legal notice published in the legal advertisement section of at least one (1) newspaper with regional coverage prior to initiation of the public comment period(s);
 - ii) A legal notice published in the legal advertisement section, or if no legal advertisement section available a display advertisement shall be placed in at least one (1) newspaper with circulations targeted at minority and/or low-income populations;
 - iii) A Summary of MTIP changes will be posted on the Jacksonville Area MPO website (<http://www.jumpro-nc.org>);
 - iv) A Summary of MTIP changes will be sent in a media notification to the two newspapers above AND the City of Jacksonville media contact list (approximately 8 news agencies covering printed media, television, and radio as well as 12 additional media related contacts);
 - v) Additional regional newspapers and non-government organizations representing interested parties will be notified as deemed appropriate; and
- b) When significant formal comments are received, a summary, analysis, and report on the disposition of comments shall be made part of the final MTIP.

3. Long-Range Transportation Plan (LRTP).

The development of the LRTP and all amendments shall meet all current Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and North Carolina Department of Transportation (NCDOT) requirements for public involvement. The following opportunities for public involvement will be implemented:

The LRTP shall be open to public review and comment for a minimum of 45 days prior to JUMPO approval. Development of the LRTP shall consider, at a minimum, the following:

- a) Establishment of stakeholder listings, including citizen advisory committees, community leaders, chambers of commerce, public and quasi-public organizations, housing authorities, faith-based organizations, and state, federal, and local government agencies;
- b) Special outreach to low-income and minority populations within JUMPO that will include a list of business, and community leaders in areas with incomes below the JUMPO average and minority populations above the JUMPO average;
- c) Dissemination of newsletters and summaries to stakeholder groups;
- d) Contact information that includes telephone, facsimile, and email listings;
- e) Development of public information on the Internet;
- f) At least three (3) open public meetings to receive public comment, either in conjunction with regularly-scheduled meetings of the Transportation Advisory Committee or at dedicated sessions;
- g) Member jurisdictions involved shall also notify citizens of the public meetings and the opportunity for public comment during regularly scheduled board and council meetings as well as through distributing notification to community contacts via email;
- h) Dissemination of media notifications to public news agencies in the JUMPO area with:
 - i) daily publications such as *The Jacksonville Daily News*,
 - ii) weekly publications such as *The Liberty News*, and
 - iii) minority publications including but not limited to *Mundo Latino* and *The Greater Diversity News*;
- i) The draft LRTP shall be open to public review and comment for no less than 45 days prior to approval by the Transportation Advisory Committee. The draft plan shall be advertised using the following:
 - i) A legal notice published in the legal advertisement section of at least one (1) newspaper with regional coverage prior to initiation of the public comment period(s);
 - ii) A legal notice published in the legal advertisement section, or if no legal advertisement section available a display advertisement shall be placed in at least one (1) newspaper with circulations targeted at minority and/or low-income populations;
 - iii) The LRTP will be posted on the Jacksonville Area MPO website (<http://www.jumpo-nc.org>);
 - iv) Notice of the LRTP will be sent with in a media notification to the two newspapers above AND the City of Jacksonville media contact list (approximately 8 news agencies covering printed media, television, and radio as well as 12 additional media related contacts);
 - v) Additional regional newspapers and non-government organizations representing interested parties will be notified as deemed appropriate; and
 - vi) When significant formal comments are received, a summary, analysis, and report on the disposition of comments shall be made part of the final Long-Range Transportation Plan.

4. General.

As the Lead Planning Agency (LPA) for the Jacksonville Area MPO, the City of Jacksonville will maintain copies of any plans, programs or amendments on file in the Development Services Department of the City of Jacksonville. Copies of the proposed plans, programs or amendments shall be distributed to all Technical Coordinating Committee (TCC), and Transportation Advisory Committee (TAC) members. This same information shall be made

available to any interested party upon request. Each JUMPO member jurisdiction shall also have a copy available for public review during the official comment period.

- a) A legal notice published in the legal advertisement section (published in at least one local newspaper with regional circulation) shall be advertised indicating that plans, programs or amendments have been prepared and are available for public review and comment at all MPO member jurisdictions. The public review period shall be no less than 30 days. An MPO staff contact person, paper and email address, and telephone number shall be included in the public notice;
- b) Both the TCC and TAC shall have an open formal public comment period at the beginning of each regularly scheduled board meeting. The allowable duration of each speaker's time shall be determined by the chair of the board, recommended not to exceed three (3) minutes per speaker;
- c) Innovative methods shall be utilized to inform, involve and allow the public in the transportation planning process. Such methods may include, but will not be limited to, digital and paper maps, the use of collages and photomontages at public gathering places such as malls or libraries, television and radio public service announcements, open house forums & public workshops, project specific web pages, the use of PowerPoint presentations, and other visualization techniques where possible; and
- d) Member jurisdictions involved in the development or amendment of any plan or program shall also notify citizens of the opportunity for public comment during regularly scheduled board and council meetings as well as through distributing notification to citizens contacts via email; and
- e) These general guidelines shall apply to the development or amendment of any plan or program administered by the Jacksonville Area MPO with the exception of the Long-Range Transportation Plan and Metropolitan Transportation Improvement Program as described above in this document. This Public Participation Plan shall be available for public information upon request and will remain viewable by the public on the Internet and in the offices of the Jacksonville Area MPO.

5. Common Transportation Terms and Acronyms.

Modern transportation planning is a comprehensive process that is filled with an ever increasing array of policies, boards, and agencies that all work to meet the transportation needs of the public. A list of common transportation planning related terms and acronyms has been included as Appendix B. to assist interested parties in the transportation planning process.

JACKSONVILLE URBAN AREA METROPOLITAN PLANNING ORGANIZATION PUBLIC PARTICIPATION PLAN APPENDIX A OUTREACH TECHNIQUES

The Public Participation Plan of the JUMPO ensures participation opportunities for interested parties by using a number of outreach techniques to organizations and individuals working through media outlets, the internet, flyers and word of mouth to raise awareness of issues, to schedule meetings, and to provide opportunities and outlets for review and comments. Distribution to media outlets primarily serving low income and minority groups is also emphasized.

Committee Meetings:

Meetings of the TAC and TCC are open to the public, and meeting minutes are available to the public. Past minutes and the schedule of meetings are available at the MPO's Web site. Prior to each meeting, a contact list of interested parties receives reminder notices, meeting agendas, and other material. To join this list, please contact a JUMPO staff member. JUMPO also publishes periodic newsletters to provide quick updates on projects and plans. Persons with disabilities needing auxiliary aids or services are requested to contact the MPO office 48 hours in advance of a meeting to make appropriate arrangements for their attendance of a meeting.

Electronic Mailing List:

An electronic mailing list of organizations, public agencies, elected and appointed officials, transportation providers, neighborhood interest groups, media outlets, special interest groups, civic organizations, individuals interested in transportation issues, and others have been developed. The organizations and individuals on this list are asked to review and disseminate information and provide comments from their associations. The mailing list is periodically updated to keep the list current.

Transportation Planning Forums:

JUMPO staff and the staff of other entities of the MPO may participate in transportation planning forums to obtain information at the time of updating or revising plans and policies such as the Long Range Transportation Plan (LRTP) and the Transportation Improvement Program (TIP). The forums will be held in locations that are dispersed throughout the MPO area.

Transportation Focus Groups:

From time to time the MPO may use transportation focus groups to discuss special transportation needs of communities such as environmental justice, freight movement, and other special projects of the targeted groups.

Advisory Groups:

JUMPO staff meets with boards and commissions advising participating local governments on matters relating to land use, zoning, transit, bicycle routes, pedestrian issues, and goods movement. In addition, the MPO staff meets with associations representing different interest groups:

Onslow United Transit System, Greater Jacksonville Chamber of Commerce, and several groups associated with MCB Camp Lejeune and MCAS New River.

Newsletter:

JUMPO will utilize periodic printed and electronic newsletters to provide information on transportation planning activities. Newsletter will be distributed to the addresses on the e-mailing list and through the MPO's website: www.jumponc.org

Informational Material:

Informational material is a key component of the public participation process. The pamphlets and brochures published by the MPO provide information on the MPO composition, transportation planning process, and major documents and data produced by the MPO.

JUMPO Website:

The JUMPO website is a comprehensive library of MPO documents and activities. The website provides information on the MPO committee members, publications, meeting calendar, feedback form, and links to other useful transportation planning websites. Visitors can use the website to stay informed and involved in the region's transportation planning process as well as submit comments and questions about JUMPO activities.

MPO Speakers:

The MPO provides speakers to civic organizations, clubs, schools, neighborhood associations, and other organizations who like to know the transportation planning function of the MPO. The speakers provide information on the purpose, process, and products of the MPO and seek continued participation and comments from the public.

Targeted Activities for Traditionally Under-Served Communities:

Contacts with traditionally under-served communities are very important. The MPO contacts minorities, disabled and other traditionally under-served communities to exchange information regarding transportation planning. The MPO publishes TIP and LRTP revision notices in minority publications.

Written Correspondence:

The MPO receives letters and comments from the public on a regular basis. These letters are always read and answered. This is an invaluable tool for maintaining an ongoing relationship with those members of the public motivated to write. Correspondents are placed on the mailing list.

News Releases:

At times, the MPO will distribute news releases to local media contacts including radio stations, television stations, and newspapers.

Public Access Channel:

The MPO posts its activities on the City of Jacksonville's television channel (G10TV).

JACKSONVILLE URBAN AREA METROPOLITAN PLANNING ORGANIZATION PUBLIC PARTICIPATION PLAN APPENDIX B

COMMON TRANSPORTATION DEFINITIONS & ACRONYMS

CTP – A Comprehensive Transportation Plan - a long range multi-modal transportation plan that identifies regional transportation needs based on projected growth patterns.

FHWA – Federal Highway Administration - An agency of the U.S. Department of Transportation responsible for funding highways, trails and ferries.

FTA – Federal Transit Administration - An agency of the U.S. Department of Transportation responsible for funding transit systems.

ISTEA – Intermodal Surface Transportation Efficiency Act, Pronounced “Ice Tea,” was landmark federal legislation signed into law in December 1991 and called for broad changes in the way transportation decisions are made. ISTEA emphasized diversity and balance of modes, as well as the preservation of existing systems before construction of new facilities. The law expired in September 1997.

ITS – Intelligent Transportation Systems use an integrated network of computer, electronics, communications technologies and management strategies to provide traveler information that increases the safety and efficiency of the transportation system. ITS also provides useful, real-time information to system operators. A goal of ITS is to increase safety and capacity while reducing congestion and air pollution.

JUMPO – Jacksonville Urban Area Metropolitan Planning Organization

JUMPO Region – an area of approximately 188 square miles in Onslow County that includes the Jacksonville metropolitan area, MCB Camp Lejeune, and MCB New River Air Station.

LOS – Level of Service – describes the volume of traffic in relation to the capacity of a transportation facility. LOS is defined by five categories ranging from “LOS A”, denoting free flow conditions, to “LOS F”, denoting fully congested conditions.

LRTP – Long Range Transportation Plan – a long range plan that identifies area transportation needs in light of projected growth patterns and broadly charts major capital investments for transportation system development to meet these projected needs. An LRTP differs from a CTP in that it must identify likely funding for transportation projects throughout the life of the plan.

MPO – Metropolitan Planning Organization – a federally required planning body responsible for the continuing, cooperative and comprehensive (“3-C”) transportation planning and project selection in its region. An MPO provides a forum for cooperative decision making for the metropolitan planning area. The governor designates an MPO in every urbanized area with a population of more than 50,000. JUMPO has been designated this area’s MPO by the governor of North Carolina.

MSA – Metropolitan Statistical Area is an area defined by the Office of Management and Budget as a federal statistical standard. An area qualifies as an MSA in one of two ways: if there is a city of at least 50,000 population, or an urbanized area of at least 50,000 population and a metropolitan population of at least 100,000. An MSA must contain a county with the main city and may include additional counties that meet specific criteria concerning economic and social ties to the central city. The MSA in this region consists of Onslow County, the City of Jacksonville, as well as portions of Marine Corps Bases Camp Lejeune, and New River Air Station.

NCDOT – North Carolina Department of Transportation. This state agency is organized into several divisions, branches, and units that are responsible for different aspects and types of transportation throughout North Carolina. Some examples include:

- Division of Bicycle & Pedestrian Transportation (DBPT)
- Division of Highways (DOH)
- Transportation Planning Branch (TPB)
- Project Development and Environmental Analysis Branch (PDEA)
- Public Transportation Division (PTD)

NEPA – The National Environmental Policy Act of 1969 is the basic national charter for protection of the environment. It established procedures that all federal agencies are required to implement to make environmental consideration a part of an agency's decision-making process. NEPA requires all federal agencies to take into account environmental consequences when making decisions that could be considered "major federal actions." Federal agencies must assess the environmental consequences of proposed actions and consider that information when making decisions.

POP – Programming of Projects – Projects identified in the first-year program of an approved STIP that utilize FTA funding recourses.

PPP – Public Participation Plan - The Public Participation Plan is a planning document that explains the way JUMPO will engage and encourage participation in the transportation planning process with interested parties such as the public, resource agencies, and planning partners.

SAFETEA-LU – Safe, Accountable, Flexible, Efficient Transportation Equity Act – a Legacy for Users was signed into law August 10, 2005. This act authorizes federal surface transportation programs through the end of FY2009. SAFETEA-LU replaced TEA-21 legislation after it expired and continued providing for transportation facilities and programs throughout the U.S.

STIP – State Transportation Improvement Program is the spending plan for funding expected over the next eight years from all sources for transportation projects of all types in North Carolina.

STP – Surface Transportation Program – a federal funding program for roads that may be spent by states and localities for any roads that are not functionally classified as local or rural minor collectors. Funds may be used for a wide variety of purposes, but at least ten percent must be spent on enhancement projects.

TAC – Transportation Advisory Committee is a JUMPO committee, comprised of officials from the governing bodies of JUMPO member jurisdictions as well as a member of the NC Board of Transportation. The TAC provides policy direction for the transportation planning process for the Jacksonville Metropolitan Planning Organization.

TCC – Technical Coordinating Committee - is a JUMPO committee, comprised of a broad representation of JUMPO member organizations and advisory groups. The TCC reviews the LRTP and projects submitted for funding through the TIP and makes recommendations to the TAC.

TEA-21 – Transportation Equity Act for the 21st Century represented the largest public works acts in U.S. history at the time of its passage on June 9, 1998. It replaced the previous ISTEA legislation and included provisions to guarantee funding for highway and transit programs through FY2003.

Thoroughfare Plan – provides for a hierarchical, functional road network and promoted the proper arrangement of land patterns by managing state and local roadways.

TIP – Transportation Improvement Program - is the spending plan for funding expected from all sources for transportation projects of all types in the JUMPO region over the next seven years. JUMPO prepares the TIP every two years based on information submitted by local and state governments. It can also be referred to as the Metropolitan Transportation Improvement Program (MTIP).

Transportation Enhancement – These are types of transportation related projects that strengthen the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system. These transportation projects are administered through one of twelve project categories by the NCDOT.

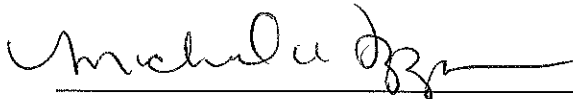
U.S. DOT – United States Department of Transportation is the federal cabinet-level agency with responsibility for all modes of transportation (highways, mass transit, aviation, bicycle, pedestrian, and ports). It is headed by the Secretary of Transportation. The USDOT includes agencies such as:

- Federal Aviation Administration (FAA)
- Federal Highway Administration (FHWA)
- National Highway Traffic Safety Administration (NHTSA)
- Federal Transit Administration (FTA)

JACKSONVILLE URBAN AREA METROPOLITAN PLANNING ORGANIZATION
PUBLIC PARTICIPATION PLAN
APPENDIX C
TITLE VI POLICY AND DOCUMENTS

Title VI Policy Statement – Jacksonville MPO

It is the policy of the Jacksonville Metropolitan Planning Organization to ensure that no person shall, on the ground of race, color, sex, age, national origin, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related non-discrimination Civil Rights laws and authorities.



Michael Lazzara,
TAC Chairman, Jacksonville MPO

1-31-12

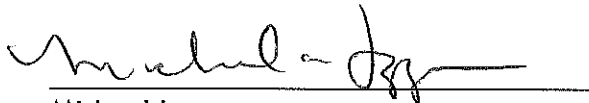
Date

For more information contact:

Title VI/EO Coordinator
Jacksonville MPO
815 New Bridge Street
PO Box 128
Jacksonville, NC 28541-0128
910-938-5200
jumpo@ci.jacksonville.nc.us

Título VI Declaración de Política – Jacksonville MPO

Es política del Jacksonville MPO garantizar que ninguna persona, por motivos de raza, color, sexo, edad, origen nacional, o discapacidad, sea excluido de participar en, sea negado los beneficios de, o ser sujeto de otra manera a discriminación bajo cualquier programa o actividad a lo dispuesto en el Título VI del Acta de Derechos Civiles de 1964, la Ley de Restauración de Derechos Civiles de 1987, y cualquier otra relacionada con la no discriminación, derecho civil y las autoridades.



Michael Lazzara,
TAC Chairman, Jacksonville MPO

1-31-12

Fecha

Para más información contactar:

Titulo VI/EO Coordinador
Jacksonville MPO
815 New Bridge Street
PO Box 128
Jacksonville, NC 28541-0128
910-938-5200
jumpo@ci.jacksonville.nc.us

Standard Jacksonville MPO Title VI Assurances

The Jacksonville MPO (hereinafter referred to as the “Recipient”) HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the US Department of Transportation and the North Carolina Department of Transportation it will comply with the Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 (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, age, national origin or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Departments of Transportation, including the 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 with respect to its Federal-Aid Highway Program:

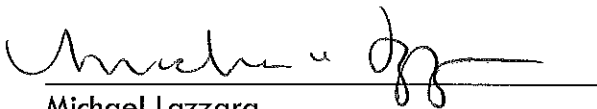
1. That the Recipient agrees that each “program” and each “facility” as defined in subsections 21.23 (b) and 21.23 (e) of the Regulations, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, 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 (State highway department) in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 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 insure that in any contract entered into pursuant to this 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.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
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 Supplement C of this assurance, as a covenant running with 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, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom 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 enforcement 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 Departments 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 or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.



Michael Lazzara,
TAC Chairman, Jacksonville MPO

1-31-12

Date

SUPPLEMENT 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 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 by it during the contract, shall not discriminate on the grounds of race, age, sex, color, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited 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 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 grounds of race, color, 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 Jacksonville MPO, North Carolina Department of Transportation or the Federal Highway Administration 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 Jacksonville MPO, the North Carolina Department of Transportation, or the Federal Highway Administration 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 Jacksonville MPO and North Carolina Department of Transportation shall impose such contract 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 paragraph (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 action with respect to any subcontract or procurement as the North Carolina Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: 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 Jacksonville MPO, City of Jacksonville and North Carolina Department of Transportation to enter into such litigation to protect the interests of the City of Jacksonville, North Carolina Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SUPPLEMENT 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 from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Jacksonville MPO, as authorized by law, and upon the condition that the North Carolina Department of Transportation 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 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 the Secretary, Part 21, Nondiscrimination 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 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the state of North Carolina all the right, title and interest of the Department of Transportation in and 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 state of North Carolina 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 provision of similar services or benefits and shall be binding on the state of North Carolina, its successors and assigns.

The state of North Carolina, in consideration or 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, age, sex, color, disability, 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]* (2) that the state of North Carolina shall use the lands and interests in 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, Nondiscrimination in 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 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 Department of Transportation and its assigns as such interest existed prior to this instruction.

SUPPLEMENT C

The following clauses shall be included in all deeds, licenses, leases, permits or similar instruments entered into by the Jacksonville MPO pursuant to the provisions of Assurance 6(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, 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 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 Department of Transportation 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 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 Jacksonville MPO -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 STATE 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 [licenses, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, the STATE 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 STATE and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the North Carolina Department of Transportation pursuant to the provisions of Assurance 6(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, sex, age, color, disability, or national origin 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, sex, age, color, disability, or national origin 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 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), and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, STATE 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.

That in the event of breach of any of the above nondiscrimination covenants, the STATE 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 STATE and its assigns.

JACKSONVILLE MPO'S TITLE VI NOTICE TO PUBLIC

SUPPLEMENT D

U.S. Department of Justice regulations, 28 Code of Federal Regulations, Section 42.405, Public Dissemination of Title VI Information, require recipients of Federal financial assistance to publish or broadcast program information in the news media. Advertisements must state that the program is an equal opportunity program and/or indicate that Federal law prohibits discrimination. Additionally, reasonable steps shall be taken to publish information in languages understood by the population eligible to be served or likely to be directly affected by transportation projects.

The Jacksonville MPO hereby gives public notice that it's the policy of the Department to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, Executive Order 13166 *Improving Access to Services for Persons with Limited English Proficiency*, and related nondiscrimination statutes and regulations in all programs and services. It is the Department's policy that no person in the United States shall, on the grounds of race, color, sex, age, income status, national origin, or disabilities be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activities, or services for which Jacksonville MPO receives Federal financial assistance.

Any person who believes they have been mistreated by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the Jacksonville MPO. Any such complaint must be in writing or in person with **Jacksonville MPO, Title VI Coordinator, PO Box 128, Jacksonville, NC 28541**, within one hundred eighty (180) days following the date of the alleged discrimination occurrence. Title VI Discrimination Complaint forms may be obtained from the Office of Civil Rights at no cost by calling **910-938-5200**, or via internet at jumpo@ci.jacksonville.nc.us.

JACKSONVILLE MPO'S TÍTULO VI COMUNICACIÓN PÚBLICA

El Departamento de Justicia de regulaciones de EU, Código 28 de Regulaciones Federales, Sección 42.405, Difusión Pública del Título VI de la información, exigen que el beneficiario de la ayuda financiera del gobierno federal publique o difunda la información del programa a los medios de comunicación. Los anuncios deben indicar que el programa es un programa de igualdad de oportunidades y / o indicar que la ley federal prohíbe la discriminación. Además, deben tomarse pasos razonables para publicar la información en los idiomas de la población a la cual servirán, o que puedan ser directamente afectadas por los proyectos de transporte.

El Jacksonville MPO notifica públicamente que es política del Departamento asegurar el pleno cumplimiento del Título VI del Acta de Derechos Civiles de 1964, la Ley de Restauración de Derechos Civiles de 1987, la Orden Ejecutiva 12898 Dirección Federal de Acciones para la Justicia Ambiental en Poblaciones minoritarias y poblaciones de bajos ingresos, la Orden Ejecutiva 13166 Mejorar el acceso a los Servicios para Personas con Inglés Limitado, y de los estatutos y reglamentos relacionados con la no discriminación en todos los programas y servicios. El Departamento está comprometido a ofrecer oportunidades de participación significativa en sus programas, servicios y actividades a las minorías, poblaciones de bajos recursos y personas que no dominan bien el idioma Inglés. Además, reconocemos la necesidad de evaluar el potencial de impactos a estos grupos a través del proceso de toma de decisiones, así como la obligación de evitar, minimizar y mitigar impactos adversos en los que son desproporcionadamente altos. Es política del Departamento que ninguna persona en los Estados Unidos, por motivos de raza, color, sexo, edad, nivel de ingresos, origen nacional o discapacidad sea excluido de la participación en, sea negado los beneficios de, o sea de otra manera sujeto a discriminación bajo cualquier programa, actividades o servicios para los que Jacksonville MPO recibe asistencia financiera federal.

Cualquier persona que crea haber sido maltratada por una práctica discriminatoria ilegal en virtud del Título VI tiene derecho a presentar una queja formal con JACKSONVILLE MPO. Cualquier queja debe ser por escrito o en persona con **Jacksonville MPO, Title VI Coordinador, PO Box 128, Jacksonville, NC 28541**, dentro de los ciento ochenta (180) días siguientes a la fecha en que ocurrió la supuesta discriminación. Los formatos de quejas por discriminación del Título VI pueden obtenerse en la Oficina de Derechos Civiles sin costo alguno o llamando al **910-938-5200**, o a través de Internet en jumpo@ci.jacksonville.nc.us.

TITLE VI VOLUNTARY PUBLIC INVOLVEMENT FORM – JACKSONVILLE MPO

SUPPLEMENT E

Completing this form is **completely** voluntary. You are not required to provide the information requested in order to participate in this meeting.

Meeting Type: Location:	Date:
TIP No.: Project Description:	

In accordance with Title VI of the Civil Rights Act of 1964 and related authorities, the Jacksonville MPO assures that no person(s) shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any of the organization’s programs, policies, or activities, based on their race, color, national origin, disability, age, income, or gender.

Completing this form helps meet our data collection and public involvement obligations under Title VI and NEPA, and will improve how we serve the public. Please hand the completed form to a Jacksonville MPO staff person or mail it to the City of Jacksonville MPO, Title VI Coordinator at PO Box 128, Jacksonville, NC 28541-0128.

All forms will remain on file at the Jacksonville MPO as part of the public record.

Zip Code: _____	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
Street Name: <i>(i.e. Main Street)</i> _____	Age: <input type="checkbox"/> Less than 18 <input type="checkbox"/> 45-64 <input type="checkbox"/> 18-29 <input type="checkbox"/> 65 and older <input type="checkbox"/> 30-44
Total Household Income: <input type="checkbox"/> Less than \$12,000 <input type="checkbox"/> \$47,000 – \$69,999 <input type="checkbox"/> \$12,000 – \$19,999 <input type="checkbox"/> \$70,000 – \$93,999 <input type="checkbox"/> \$20,000 – \$30,999 <input type="checkbox"/> \$94,000 – \$117,999 <input type="checkbox"/> \$31,000 – \$46,999 <input type="checkbox"/> \$118,000 or greater	Disabled: <input type="checkbox"/> Yes <input type="checkbox"/> No
Race/Ethnicity: <input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Other (please specify): _____	National Origin: (if born outside the U.S.) <input type="checkbox"/> Mexican <input type="checkbox"/> Central American: _____ <input type="checkbox"/> South American: _____ <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Korean <input type="checkbox"/> Other (please specify): _____

For more information regarding Title VI or this request, please contact the Jacksonville MPO, Title VI Coordinator at (910) 938-5200 or by email at jumpo@ci.jacksonville.nc.us.

Thank you for your participation!

TÍTULO VI ENCUESTA DE PARTICIPACIÓN PÚBLICA – JACKSONVILLE MPO

SUPPLEMENT E

El llenado de este formato es completamente voluntario. Usted no está obligado a proporcionar la información solicitada con el fin de participar en esta reunión.

Tipo de Reunión:	Fecha:
Lugar de la Reunión:	
TIP No.:	
Descripción del Proyecto:	

De conformidad con el Título VI del Acta de Derechos Civiles de 1964 y otras disposiciones de derechos civiles de la ley Federal estatutaria, el Jacksonville MPO asegura que ninguna persona(s) afectada por sus programas, políticas o actividades, quedarán excluidos de su participación en, negada de los beneficios de, o sometidos a la discriminación por motivos de raza, color, origen nacional, discapacidad, edad, ingresos o género.

Este formato ayuda a que el Departamento de Transporte del Estado (DOT) cumpla con sus obligaciones legales para la recopilación de datos y la participación del público en virtud del Título VI y NEPA. Por favor deposite el formato llenado en la casilla designada en la mesa de registro o envíe por correo a Jacksonville MPO, Title VI Coordinador at PO Box 128, Jacksonville, NC 28541-0128.

Los formatos completados serán guardados en los archivos de Jacksonville MPO como parte del registro público.

Código Postal: _____	Sexo: <input type="checkbox"/> Masculino <input type="checkbox"/> Femenino
Nombre de la Calle: (ej. Main Street) _____	Edad: <input type="checkbox"/> Menor de 18 <input type="checkbox"/> 45-64 <input type="checkbox"/> 18-29 <input type="checkbox"/> 65 o Mayor <input type="checkbox"/> 30-44
Ingreso Total del Hogar: <input type="checkbox"/> Menos de \$12,000 <input type="checkbox"/> \$47,000 – \$69,999 <input type="checkbox"/> \$12,000 – \$19,999 <input type="checkbox"/> \$70,000 – \$93,999 <input type="checkbox"/> \$20,000 – \$30,999 <input type="checkbox"/> \$94,000 – \$117,999 <input type="checkbox"/> \$31,000 – \$46,999 <input type="checkbox"/> \$118,000 o Mayor	Discapacidad: <input type="checkbox"/> Si <input type="checkbox"/> No
Raza/Etnicidad: <input type="checkbox"/> Blanco <input type="checkbox"/> Afro Americano <input type="checkbox"/> Asiático <input type="checkbox"/> Indio Americano/Nativo de Alaska <input type="checkbox"/> Nativo de Hawaii/Islas del Pacífico <input type="checkbox"/> Hispano/Latino <input type="checkbox"/> Otra (por favor especifique): _____	Nacionalidad de Origen: (Si nació fuera de los EU) <input type="checkbox"/> Mexicano <input type="checkbox"/> Centro Americano: _____ <input type="checkbox"/> Sudamericano: _____ <input type="checkbox"/> Puertorriqueño <input type="checkbox"/> Chino <input type="checkbox"/> Vietnamita <input type="checkbox"/> Coreano <input type="checkbox"/> Otro (por favor especifique): _____

Para más información relacionada con el Título VI o este proceso, por favor contacte a Jacksonville MPO Título VI al teléfono (910) 938-5200o por correo electrónico jumpp@ci.jacksonville.nc.us. ¡Gracias por su cooperación!

INTRODUCTION

The complaint procedures outlined herein apply to the Jacksonville MPO and other primary recipients and sub-recipients of Federal financial assistance. These procedures cover discrimination complaints filed under Title VI of the Civil Rights Act of 1964, Civil Rights Restoration Act of 1987, Section 504 of the Rehabilitation Act of 1973, and other nondiscrimination authorities relating to any program, services, or activities administered by the JACKSONVILLE MPO and its sub-recipients, consultants, and contractors.

The Jacksonville MPO will make every effort to obtain early resolution of complaints at the lowest level possible. Complaints of alleged discrimination will be investigated by the appropriate authority. The option of informal mediation meeting(s) between the affected parties and the OCR staff may be utilized for resolution. Upon completion of each investigation, the OCR staff will inform every complainant of all avenues of appeal.

PURPOSE

The purpose of the discrimination complaint procedures is to describe the process used by the Jacksonville MPO for processing complaints under Title VI of the Civil Rights Act of 1964, related statutes and authorities.

FILING OF COMPLAINTS

1. **Applicability** – The complaint procedures apply to the beneficiaries of the JACKSONVILLE MPO's programs, activities, and services, including but not limited to the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.
2. **Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability may file a written complaint with JACKSONVILLE MPO's Civil Rights Office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI complaints may be submitted to the following entities:

- **Jacksonville MPO**, Title VI Coordinator, 815 New Bridge Street, PO Box 128, Jacksonville, NC 28541-0128, 910-938-5200
- **North Carolina Department of Transportation**, Office of Civil Rights, Title VI/EO Contract Compliance Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453
- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

➤ **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. **Format for Complaints** – Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing (see **“Complaint Form”** in **Appendix G**). Complaints will be accepted in other languages including Braille.

5. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category.

Protected Categories	Definition	Examples
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White
Color	Color of skin, including shade of skin within a racial group	Black, White, light brown, dark brown, etc.
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered by national origin.	Mexican, Cuban, Japanese, Vietnamese, Chinese
Sex	Gender	Women and Men
Age	Persons of any age	21 year old person
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic

INTERNAL COMPLAINT PROCESS

1. **Initial Contact** – As resources, OCR will provide complainants with an explanation of the filing options, information concerning the discrimination complaint process and a Title VI Discrimination Complaint Form.

2. **The Complaint Review Process**
 - a. The Title VI Section will review complaints upon receipt to ensure that relevant information is provided, the complaint is timely, and satisfies jurisdictional requirements.
 - b. All complaints shall be investigated unless:
 - The complaint is withdrawn;
 - The complainant fails to provide required information in a timely manner;
 - The complaint is not filed timely; and

- Any issues that do not involve discrimination, or are not based on a protected basis will be directed to the appropriate entity. Under no circumstances will complainants be discouraged from filing a complaint.
- c. The Title VI Section will investigate all complaints filed against Jacksonville MPO's contractors, subcontractors, consultants, and other sub-recipients.
- d. Complaints filed against the JACKSONVILLE MPO will be forwarded to the appropriate federal agency for processing and investigation.
- e. Upon determination that the complaint warrants an investigation, the complainant is sent a certified letter acknowledging receipt of the complaint within 10 days of receipt of the complaint. The name of the investigator is provided as well as the complainant's rights under Title VI and related statutes.
- f. The respondent is notified by certified mail that he/she has been named in a complaint and is provided with his/her rights under Title VI and related statutes. The letter identifies the investigator's name and informs the respondent that he/she will be contacted for an interview.
- g. A letter is sent to the Division Engineer when the complainant(s) or respondent(s) are located in a division office. If the parties are located in Headquarters, the manager will be informed that a complaint was filed; the letter will list the names of the parties involved, the basis of the complaint, and the assigned investigator.

INVESTIGATION

1. Investigative Plan

The investigator shall prepare an investigative plan that includes, but is not limited to the following:

- Complainant(s) name and address;
- Respondent(s) name and address;
- Applicable law(s);
- Basis for the complaint;
- Allegations, events or circumstances that caused the person to believe that he/she has been discriminated against;
- Appropriate information needed to address the issue;
- Name of persons to be interviewed and issues of which they have first-hand knowledge;
- Questions for the complainant, respondent, and witness(es);
- Evidence to be obtained during the investigation; and
- Remedy sought by the complainant.

2. Conducting the Investigation

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained to the fullest extent possible.
- Interviews will be conducted to obtain the facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case that the witness can provide firsthand information.
- Interviews are taped/recorded with the interviewee's consent.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- The investigation working papers are completed, cross-referenced and indexed.
- The interviewee may have representation of his/her choice at the interview.

3. Informal Resolution

The Alternative Dispute Resolution (ADR) process is offered as an alternative for resolving Title VI complaints. During the investigative process, the investigator will make every effort to assist the parties with reaching a voluntary, negotiated resolution. During the initial interviews with the complainant and respondent, the investigator will request information regarding specifically requested relief and settlement opportunities. The attempts to resolve complaints using ADR are required by the Alternative Dispute Resolution Act of 1998.

4. Investigation Reporting Process

- Within 60 days of conducting the investigation, the investigator will prepare an investigative report and submit the report and supporting documentation to the Title VI Manager for review. The investigative report should include recommended decisions.
- The investigative report should outline the following complaint details: Date of written complaint, contract number, contractor and/or subcontractor name, and the complaint basis (race, color, national origin, etc).
- The Title VI Manager will review the file and investigative report. Subsequent to the review, the Title VI Manager will submit the investigative reports, investigative files, and recommended decisions to the Director of OCR.
- Upon the Director's approval, the investigative report and recommended decisions shall be forwarded to FHWA for a final agency decision.

RECORDS

All records and investigative working files will be maintained in a confidential area within the OCR. Records are kept for four years internally, and then archived for a period of ten years at the State Records Center.

PROCESO DE QUEJAS POR DISCRIMINACIÓN

INTRODUCCIÓN

Los procedimientos de quejas presentadas en este documento se aplican al JACKSONVILLE MPO y otros destinatarios principales y los sub-receptores que reciben ayuda Federal. Estos procedimientos se aplicarán a las quejas por discriminación presentadas en virtud del Título VI del Acta de Derechos Civiles de 1964, Ley de Restauración de Derechos Civiles de 1987, la Sección 504 del Acta de Rehabilitación de 1973, y autoridades de la no discriminación en relación con cualquier otro actividades, programa, o servicios administrados por el JACKSONVILLE MPO y sus sub-receptores, consultores y contratistas.

JACKSONVILLE MPO hará todo lo posible para obtener pronta resolución de las quejas en el nivel más bajo posible de administración. Denuncias de presunta discriminación serán investigadas por las autoridades competentes. La opción de reunión(es) de mediación informal entre las partes afectadas y el personal de OCR puede ser utilizada para su resolución. Al término de cada investigación, el personal de la OCR informará a cada demandante todas las vías de recurso.

PROPÓSITO

El propósito de los procedimientos de denuncia por discriminación es describir el proceso utilizado por la JACKSONVILLE MPO para tramitar las quejas en virtud del Título VI del Acta de Derechos Civiles de 1964, relacionados con los estatutos y las autoridades.

PRESENTACIÓN DE QUEJAS

1. **Aplicación** – Los procedimientos de queja aplican a los beneficiarios de los programas de la JACKSONVILLE MPO, actividades y servicios, incluyendo pero no limitando a la opinión pública, contratistas, subcontratistas, consultores y otros sub-receptores de fondos federales y estatales.
2. **Eligibilidad** – Cualquier persona o grupo de personas que crea haber sido objeto de discriminación o represalia prohibida por alguna de las autoridades de Derechos Civiles, basada en la raza, color, sexo, edad, origen nacional o discapacidad, puede presentar una queja por escrito a la Oficina de Derechos Civiles de la JACKSONVILLE MPO. La ley prohíbe la intimidación o represalias de ningún tipo. La denuncia podrá ser presentada por la persona afectada o un representante y debe ser por escrito.

3. Plazos y opciones de presentación – La queja debe ser presentada a más tardar 180 días naturales después de lo siguiente:

- La fecha del supuesto acto de discriminación; o
- La fecha en que la persona(s) se dió cuenta de la supuesta discriminación; o
- Cuando ha sido un curso continuo de conducta, la fecha en que dicho comportamiento se interrumpió o en el último ejemplo de dicha conducta.

Título VI las quejas podrán presentarse a las siguientes entidades:

- **North Carolina Department of Transportation**, Office of Civil Rights, Title VI/EO Contract Compliance Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453

- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

Federal Aviation Administration, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. Formato de Quejas – Las denuncias deberán ser **por escrito y firmadas** por el denunciante (s) o un representante, e incluir el nombre del autor, dirección y número de teléfono. Las denuncias recibidas por fax o correo electrónico serán confirmadas y procesadas. Las denuncias recibidas por teléfono serán transcritas y proporcionadas al denunciante para la confirmación o su revisión antes de ser procesadas.

(Se consulte Appendix G). Quejas seran aceptadas en otros lenguajes, incluyendo Braille.

5. Fundamento de la Queja– Las denuncias deberán basarse en cuestiones relacionadas con la raza, color, origen nacional, sexo, edad o discapacidad. El término "fundamento" se refiere a la pertenencia del autor de la queja en una categoría del grupo protegido.

Grupo Protegido	Definición	Ejemplos
Raza	Un individuo perteneciente a uno de los grupos raciales aceptados; o la percepción, basada generalmente en las características físicas de que una persona es miembro de un grupo racial.	Afro Americano, Hispano/Latino, Asiático, Indio Americano/Nativo de Alaska, Nativo de Hawai/Islands del Pacífico, Blanco.
Color	Color de piel, incluyendo tono de piel dentro de un grupo racial.	Negro, blanco, moreno claro, moreno oscuro, etc.
Origen Nacional	Lugar de Nacimiento. La ciudadanía no es un factor. La discriminación basada en el idioma o acento de una persona también está cubierta por el origen nacional.	Mexicanos, cubanos, japoneses, vietnamitas, chinos.
Sexo	Género.	Mujer y hombre.
Edad	Personas de cualquier edad.	Personas de 21 años
Discapacidad	Disabilidad física o mental, permanente o temporal, o percibida.	Ciego, alcohólico, para-amputado, epilépticos, diabéticos, artríticos



Jacksonville MPO DISCRIMINATION COMPLAINT FORM

Last Name:		First Name:		<input type="checkbox"/> Male
				<input type="checkbox"/> Female
Mailing Address:			City	State
				Zip
Home Telephone:	Work Telephone:	E-mail Address		
Identify the Category of Discrimination:				
<input type="checkbox"/> RACE	<input type="checkbox"/> COLOR	<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> AGE	
<input type="checkbox"/> RELIGION	<input type="checkbox"/> DISABILITY	<input type="checkbox"/> SEX/GENDER		
Identify the Race of the Complainant				
<input type="checkbox"/> Black	<input type="checkbox"/> White	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Asian American	
<input type="checkbox"/> American Indian	<input type="checkbox"/> Alaskan Native	<input type="checkbox"/> Pacific Islander	<input type="checkbox"/> Other _____	
Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.				
Names of individuals responsible for the discriminatory action(s):				
How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).				
The law prohibits intimidation or retaliation against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation				
Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).				
Name Address Telephone				
1.				
2.				
3.				
4.				

DISCRIMINATION COMPLAINT FORM

Page 2

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply. <input type="checkbox"/> US Equal Employment Opportunity Commission _____ <input type="checkbox"/> Federal Highway Administration _____ <input type="checkbox"/> US Department of Transportation _____ <input type="checkbox"/> Federal or State Court _____ <input type="checkbox"/> Other _____	
Have you discussed the complaint with any JACKSONVILLE MPO representative? If yes, provide the name, position, and date of discussion.	
Please provide any additional information that you believe would assist with an investigation.	
Briefly explain what remedy, or action, are you seeking for the alleged discrimination.	
**WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.	
_____	_____
COMPLAINANT'S SIGNATURE	DATE
MAIL COMPLAINT FORM TO: Jacksonville MPO TITLE VI/EO CONTRACT COORDINATOR PO Box 128 City Hall 815 New Bridge Street JACKSONVILLE, NC 28541-0128 or call 910-938-5200	
FOR OFFICE USE ONLY	
Date Complaint Received: _____	
Processed by: _____	
Case #: _____	
Referred to: <input type="checkbox"/> FHWA	Date Referred: _____



Jacksonville MPO FORMATO DE QUEJAS POR DISCRIMINACIÓN

Apellido:		Nombre:		<input type="checkbox"/> Hombre
				<input type="checkbox"/> Mujer
Dirección:		Ciudad	Estado	Código Postal
Teléfono de Casa:	Teléfono de Trabajo:	Dirección de correo electrónico		
Identificar la categoría de la Discriminación:				
<input type="checkbox"/> RAZA	<input type="checkbox"/> COLOR	<input type="checkbox"/> ORIGEN NACIONAL	<input type="checkbox"/> EDAD	
<input type="checkbox"/> RELIGIÓN	<input type="checkbox"/> DISCAPACIDAD	<input type="checkbox"/> SEXO/GÉNERO		
Identificar la Raza del Demandante				
<input type="checkbox"/> Afro Americano	<input type="checkbox"/> Blanco	<input type="checkbox"/> Hispano	<input type="checkbox"/> Asiático Americano	
<input type="checkbox"/> Indio Americano	<input type="checkbox"/> Nativo de Alaska	<input type="checkbox"/> Islas del Pacífico	<input type="checkbox"/> Otra _____	
Fecha y lugar de la acción discriminatoria alegada(s). Por favor, incluya la fecha más antigua de la discriminación y la fecha más reciente de la discriminación.				
Nombre de las personas responsables de la acción discriminatoria (s):				
¿Cómo fué discriminado? Describir la naturaleza de la acción, decisión, o condiciones de la supuesta discriminación. Explicar lo más claramente posible lo que ocurrió y por qué usted cree que su condición de protección (fundamento) fué un factor en la discriminación. Incluya de qué manera otras personas fueron tratadas de manera diferente a usted. (Si es necesario adjunte páginas adicional (es)).				
La ley prohíbe la intimidación o represalias contra cualquier persona porque él o ella ha tomado medidas, o ha participado activamente, para garantizar los derechos protegidos por estas leyes. Si usted siente que ha sido víctima de represalias, además de la supuesta discriminación, por favor explique las circunstancias a continuación. Explique qué medidas tomó usted que cree que fueron la causa de las supuestas represalias.				
Nombre de las personas (testigos, compañeros de trabajo, supervisores, u otros) que podemos contactar para obtener información adicional y apoyar o aclarar su queja: (Adjuntar pagina(s) adicional(es), si es necesario). Nombre Dirección Teléfono				
1.				
2.				
3.				
4.				

FORMATO DE QUEJAS POR DISCRIMINACIÓN

Página 2

¿Ha presentado o tiene intenciones de presentar una queja con respecto a cualquiera de las siguientes cuestiones planteadas? En caso afirmativo, indique la fecha de presentación. Marque todas las que aplican.

- US Comisión de Igualdad de Oportunidades de empleo _____
- Administración de Carreteras Federales _____
- US Departamento de Transporte _____
- Corte Federal o Estatal _____
- Otros _____

¿Ha discutido la denuncia con algún representante de JACKSONVILLE MPO? En caso afirmativo, indique el nombre, puesto, y fecha de la discusión.

Por favor proporcione cualquier información adicional que considere usted pueda ayudar a una investigación.

Explique brevemente qué remedio, o acción, está usted buscando debido a la supuesta discriminación.

**** NO PODEMOS ACEPTAR QUEJAS SIN FIRMAR. POR FAVOR INCLUYA SU FIRMA Y FECHA EN EL SIGUIENTE FORMATO.**

FIRMA DEL SOLICITANTE

FECHA

ENVÍE SU FORMATO DE QUEJA A:

Jacksonville MPO
TITLE VI/EO CONTRACT COORDINATOR
PO Box 128
City Hall 815 New Bridge Street
JACKSONVILLE, NC 28541-0128

or call
910-938-5200

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Case #: _____

Referred to: FHWA Date Referred: _____

OCR (Rev. 10/10)



Jacksonville Urban Area
Metropolitan Planning Organization

Title VI JACKSONVILLE MPO Complaint Log

Case No.	Complainant	Respondent	Date Filed	Basis	Determination

JACKSONVILLE URBAN AREA METROPOLITAN PLANNING ORGANIZATION LIMITED ENGLISH PROFICIENCY PLAN

Jacksonville MPO focuses on making it easy and convenient for our clients to overcome any language barrier by receiving immediate response to their communications requirements. Jacksonville MPO believes in providing the most qualified, reliable, dependable and professional services available for our Non-English Speaking clients.

Jacksonville MPO has contracted with Fluent Language Solutions for the following services:

- Foreign Language Interpreting
- Sign Language (ASL) Interpreting
- Telephone Interpreting (Connected in 30 seconds or less)
- Video Interpreting for Deaf Communication
- Document Translating (Medical, Legal, Technical, Business)
- Services available in more than 190 difference languages
- Immediate Need 24 hours per day – 7 days a week – 365 days per week
- Licensed Interpreters

Quick service for telephone interpreting:

DIAL 800-821-3420:

Provide the operator with the access code: 230574
On-Demand Foreign Language Interpreting
Have the Non-English speaking person with you (or on another line)
Foreign Language required and an interpreter will be connected

On-Site Interpreting

To schedule on-site interpreting services for Foreign or Sign Language contact Fluent Language Solutions and they will provide the services

Document Translation

To schedule document translation services or receive a free quote we contact the translations department at 704-532-7446 or 888-225-6056.

Jacksonville MPO

LEP Plan

Jacksonville MPO se centra en lo hacer fácil y conveniente para nuestros clientes para vencer cualquier barrera del idioma por respuesta inmediata recipiente a sus requisitos de comunicaciones. Jacksonville MPO cree en proporcionar el más calificado, seguro, fiable y profesional atiende a disponible para nuestro No-inglés que Habla a clientes.

Jacksonville MPO ha contratado con Soluciones con soltura de Idioma para los servicios siguientes:

- El Idioma Extranjero que Interpreta
- Firme el Idioma (ASL) Interpretando
- Telefonee Interpretar (Conectado en treinta segundos o menos)
- El video que Interpreta para la Comunicación Sorda
- Documento Traducir (Médico, Legal, Técnico, el Negocio)
- Los servicios disponibles en más de ciento noventa idiomas de diferencia
- La necesidad inmediata veinte cuatro horas por día – siete días por semana – trescientos sesenta cinco días a la semana
- Intérpretes licenciados

El servicio rápido para interpretar de teléfono:

LLAME 800-821-3420:

- Proporciona al operario con el código de acceso: 230574
- A solicitud el Idioma Extranjero que Interpreta
- Tenga el No-inglés que habla a persona con usted (o en otra línea)
- El Idioma extranjero requirió y un intérprete será conectado

Interpretar Local

Para planificar interpretar local los servicios para Extranjero o lenguaje por señas contacta Soluciones con soltura de Idioma y ellos proporcionarán los servicios

Document Translation

Para planificar los servicios de traducción de documento o recibir una cita libre que contactamos el departamento de traducciones en 704-532-7446 o 888-225-6056.

**Fluent Language Solutions, Inc.
Language Services Agreement**

This Language Services Agreement (the "Agreement") is made and entered into this ___ day of 2010, by and between Fluent Language Solutions, Inc. ("FLUENT") and The City of Jacksonville, NC ("CLIENT"), subject to the terms and conditions as hereinafter set forth.

1. **Term:** The term of this Agreement will begin on the day first above written and shall continue for one year (the "Initial Term"). Unless otherwise terminated in accordance with Paragraph 14, upon expiration of the Initial Term, this Agreement shall automatically renew for successive one year terms until terminated by either party in accordance with Paragraph 14.
2. **Services:** The services to be provided under this Agreement by FLUENT to CLIENT, at CLIENT'S direction, include one or more of the following: On-Site Interpreting, Telephone Interpreting, Video Interpreting, Translating and Language Assessments ("Services").
3. **Charges, Invoices and Payments:** In return for the provision of Services by FLUENT, CLIENT agrees to pay FLUENT all properly invoiced charges based upon the rates as set forth in Attachment A hereto. FLUENT shall give CLIENT thirty days written notice of any change in the rates set forth in Attachment A. Payment terms for all invoices shall be due upon receipt.
4. **Late Payment Fees:** Outstanding balances past due more than thirty days will be assessed a late payment fee of \$25 or 2% of the past due balance, whichever is greater.
5. **Prohibited Use of Services:** The following uses of Services are prohibited: the transmission of any message or other material which constitutes an infringement of any copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of any information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended; the violation of any civil or criminal prohibitions regarding the use of telephones or documents to transmit obscene, threatening or harassing messages or libelous or slanderous statements; or a violation of any other applicable statute or government regulation. CLIENT will indemnify, defend and hold harmless FLUENT and its directors, shareholders, employees, affiliates, agents and other representatives from and against any and all liabilities, claims, damages, costs, expenses (including reasonable attorney's fees), actions, proceedings, suits, and arbitrations resulting from or arising out of any use of Services in any manner prohibited by this Paragraph.
6. **Confidentiality - Privacy of Communications:** FLUENT shall make all commercially reasonable efforts to ensure and safeguard the confidentiality and privacy of CLIENT's communications. The foregoing shall not limit FLUENT's lawful obligations to respond to orders by any court or other governmental authority of competent jurisdiction.
7. **CLIENT Authorization of Services:** It shall remain CLIENT's sole responsibility to safeguard against unauthorized requests for or use of Services. CLIENT is obligated to pay for all charges for the use of Services, whether or not such use is authorized by CLIENT.
8. **Limited Warranty:** FLUENT warrants to CLIENT that the Services will be provided in a professional manner. THE LIMITED WARRANTY SET FORTH IN THIS PARAGRAPH 8 IS IN LIEU OF ALL OTHER WARRANTIES OF FLUENT WITH RESPECT TO THE SERVICES, AND FLUENT DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Limitation of Liability:** CLIENT ACKNOWLEDGES AND AGREES THAT FLUENT'S LIABILITY TO CLIENT, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID BY CLIENT TO FLUENT FOR THE SERVICES, AND UNDER NO CIRCUMSTANCES WILL FLUENT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THE PRICES CHARGED FOR THE SERVICES IS A CONSIDERATION IN LIMITING FLUENT'S LIABILITY. NO ACTION, REGARDLESS OF FORM,

ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

10. **Arbitration:** In the event either party has any claim arising out of or relating to this Agreement, or the breach thereof, the claim shall be settled as set forth in this Paragraph 10. If the claim may be made in District Court or Magistrate's Court, then the claimant may sue in one of those courts or may elect arbitration. If the claim may not be made in District Court or Magistrate's Court under applicable rules, then it must be settled by arbitration. Any arbitration, required or permitted, shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and the prevailing party in said action, whether by adjudication or settlement, shall be entitled to recover damages and costs, including reasonable attorney's fees, from the other party. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale of any such arbitration shall be Charlotte, North Carolina.
11. **Force Majeure:** Neither FLUENT nor its affiliates shall be liable in any way for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond FLUENT's reasonable control, including, but not limited to: fire, explosion, lightning, power surges or failures, strikes or labor disputes, flood, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, fuel or energy shortages, acts of omissions of communication carriers, or any other cause beyond FLUENT's reasonable control whether or not similar to the foregoing.
12. **Notices:** All notices required or permitted to be given to the other party under this Agreement shall be given in writing and either a) delivered in person, or b) addressed and deposited in the U.S. mail or overnight carrier, postage prepaid to the addresses listed under the respective party's signature to this Agreement.
13. **Assignment:** Neither this Agreement nor any rights or duties hereunder may be assigned or delegated by either party without the prior written consent of the other party; such consent shall not be unreasonably withheld. Notwithstanding the foregoing, FLUENT reserves the right to assign this Agreement to any affiliated company of FLUENT or assign its right to payment without limitation. This Agreement will be binding upon, and inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.
14. **Termination:** Either party may terminate this Agreement by giving 30 days written notice as provided for in Paragraph 12. FLUENT may terminate this Agreement if CLIENT fails to pay any charge when due or fails to perform or observe any other material term or condition of this Agreement, and such failure continues for more than 10 days after written notice of such failure is provided by FLUENT, or if CLIENT becomes insolvent or generally fails to pay its debts as they mature. Upon any termination of this Agreement, CLIENT shall remain responsible for all charges for Services rendered under this Agreement.
15. **Supplement, Modification or Waiver:** Other than as specifically authorized by the terms of this Agreement, any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by an authorized representative of both parties. The waiver by either party of any breach of this Agreement shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of either party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of the party's right to exercise the same or different rights in other instances.
16. **Survival of Obligations:** The obligations of the parties under this Agreement, which by their nature would continue beyond the termination or cancellation of this Agreement, shall survive such termination or cancellation.
17. **No Third Party Beneficiaries:** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of FLUENT to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Services are provided. This Agreement does not provide any third party with any right privilege, remedy, claim or cause of action against FLUENT and its affiliates.
18. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement with respect to the matter in question and the remainder of the Agreement shall continue in full force and effect.
19. **Choice of Law:** The Agreement will be governed by the laws of the State of North Carolina without giving effect to any choice or conflict of law principles of any jurisdiction. This paragraph will survive termination of this Agreement.
20. **Venue:** Each party, (a) consents to the exclusive jurisdiction of any state or federal courts located in Charlotte, Mecklenburg County, North Carolina (and any corresponding appellate court) in any proceeding arising out of or relating to

this Agreement and, (b) waives any venue or inconvenient forum defense to any proceeding maintained in such courts. This paragraph will survive termination of this Agreement.

21. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Terms Specific to Translating Services

22. **Translating Estimates:** Charges for translating services ("Translating Services") are quoted on a job by job basis and are estimates of the total charges to be rendered thereby. Translating Services shall commence upon CLIENT acceptance of an estimate, however such acceptance must be communicated within 30 days or the estimate may be withdrawn by FLUENT in its sole discretion. CLIENT hereby acknowledges and agrees that such estimates do not constitute either a maximum or minimum limit on FLUENT's charges for a particular Translating Services job. Final charges will be based on the actual word count of source language documents. If CLIENT requires desktop publishing or other services, estimates for those services will be provided separately and final charges will be based on actual costs incurred. FLUENT shall endeavor to notify CLIENT as soon as possible if it believes final charges will exceed quoted estimates by more than ten percent.
23. **Additional Translating Charges:** Additional charges may apply in the event one or more of the following is required on a particular job: a) investigation, inquiry or research beyond what is normal and customary to a routine translation because of ambiguities in the item(s) to be translated, b) special formatting is required, c) additional services are required because CLIENT changes items to be translated after work has commenced, or d) FLUENT is requested to make changes to the completed translation because of CLIENT's preferences as to style or vocabulary and such changes are not required for accuracy.
24. **Cancellation or Withdrawal of Translation Assignment:** If CLIENT cancels or withdraws any portion of a translation assignment prior to FLUENT's completion of the work, CLIENT shall pay FLUENT the greater of: a) the portion of the fee represented by the percentage of total services(s) actually performed prior to such cancellation, or b) 30% of the original estimate.
25. **Standard of Translating Services:** FLUENT shall provide an accurate, true and correct translation(s) to CLIENT, consistent with

CLIENT's directives. Upon request, and at no additional charge to CLIENT, FLUENT shall provide up to two notarized certifications of each document translated attesting to the accuracy of the translation.

26. **Ownership of Translating Services Work Product:** The work product of FLUENT's Translating Services performed for CLIENT shall remain the property of FLUENT until full payment for all outstanding charges have been received by FLUENT, whereupon the work product shall become the property of CLIENT.

27. **Entire Agreement:** This Agreement, including its Attachment A, sets forth the entire understanding of the parties with respect to the subject matter contained herein and supersedes any and all prior and contemporaneous negotiations, understandings and contracts, whether written or oral, between the parties with respect to such subject matter.

28. **Authority:** By their signature below, the parties acknowledge they are duly authorized to execute this Agreement on behalf of their respective entities.

CLIENT: City of Jacksonville, NC
By: Ron Massey
Title: Interim City Manager
Date: 5/3/10
Address for Notice: PO Box 128
Jacksonville, NC 28541
910-938-5200
Attention: Ron Massey

FLUENT LANGUAGE SOLUTIONS, INC.
By: Tom Blund
Title: Customer Service Coordinator
Date: 5/24/10
Address for Notice: Fluent Language Solutions, Inc.
P.O. Box 563308
Charlotte, NC 28256-3308
Attention: President

Attachment A – Rates and Charges

On-Site Interpreting Rates:

	Spanish	ASL	CAT 1	CAT 2
Standard Hourly Rate	\$60.00	\$65.00	\$65.00	\$85.00
Non-Standard Hourly Rate	\$90.00	\$97.50	\$97.50	\$127.50
Emergency/Holiday Rate	\$120.00	\$130.00	\$130.00	\$170.00

Standard Hourly Rate: 8:00 a.m. – 5:00 p.m. Monday through Friday with more than one full business days notice.

Non-Standard Hourly Rate: Before 8:00 a.m. or after 5:00 p.m. Monday through Friday, Saturday/Sunday or assignments with less than one full business days notice.

Emergency/Holiday Rate: Assignments with less than one hours notice or assignments on federally recognized holidays.

Cancellation: Assignments canceled with less than one full business day's notice will be charged at the applicable rate for the greater of the Minimum Appointment Time or reserved time for the assignment.

ASL – American Sign Language. CAT 1 – Category 1 Languages. CAT 2 – Category 2 Languages. CAT 1 and CAT 2 Languages are subject to change without notice.

Minimum Appointment Time: **Two Hours** Time beyond Minimum Appointment Time will be billed in 15 minute increments.

Mileage Reimbursement: Mileage reimbursement charged at prevailing IRS rate, currently **\$0.50** per mile.

Telephone Interpreting Rates:

\$1.95 per minute. Minimum monthly fee: **Not Applicable**. Service is available 24/7, on demand, no appointment necessary, and no minimum call length.

Video Interpreting Rates:

Scheduled appointments during normal business hours – Same rates and conditions as On-Site Interpreting Rates (Standard, Non-Standard, Emergency/Holiday) except there are no mileage reimbursement charges.

On demand, no appointment necessary, available 24/7/365 – Currently available for American Sign Language only. CLIENT IS NOT REQUIRED TO ELECT THIS SERVICE to be able to take advantage of Scheduled Appointment Video Interpreting for any language, including American Sign Language. If CLIENT elects on demand American Sign Language Video Interpreting Service, the following rates apply:

Monthly Subscriber Fee - **\$300.00**

Per Minute Usage Fee - **\$4.00**

INDICATE CLIENT ELECTION TO SUBSCRIBE TO ON DEMAND VIDEO INTERPRETING SERVICE BY INITIALING HERE: CLIENT: _____ FLUENT: _____

Translating Rates:

Translation charges are determined on a document by document basis. Contact Translations@FluentLS.com or call (704) 532-7446 for a free price quotation.

CERTIFICATE OF CITY'S ATTORNEY

I, the undersigned, John T. Carter Jr., the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached Contract for Interpretation Services between the City of Jacksonville and Fluent Language Solutions, Inc. and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Signature

JTC
5/3/10

Date

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature

Date

Adah M. Roberts
April 30, 2010

Title VI Data Collection Process – Jacksonville MPO

The Jacksonville Metropolitan Planning Organization will collect and maintain data pertaining to race, color, sex, age, national origin and/or disability to ensure that no particular group is excluded from participation in, denied the benefits of and/or inordinately impacted by the metropolitan transportation planning processes. Only regularly updated reputable sources of demographic data will be used to evaluate Title VI compliance. Collection, evaluation and display of demographic data will occur following the process outlined below:

1. Base year demographic data will come from the U.S. Decennial Census, collected by Jacksonville MPO staff in ArcGIS and/or Microsoft Excel format.
2. Thematic base maps will be prepared showing the geographic distributions of race, age, sex, national origin and disability trends within the metropolitan area. Data represented on the base maps will also be available in tabular format to facilitate detailed analysis as needed.
3. Base maps will be updated biannually using American Community Survey data from the U.S. Census Bureau, supplemented by data from the North Carolina State Office of Budget and Management as needed.
4. Printed copies of each base map will displayed in Jacksonville City Hall and available on the Jacksonville MPO web page for download.
5. More detailed base mapping and data collection may be needed to support specific transportation planning initiatives. The need for supplemental base mapping and data collection will be determined by the Jacksonville MPO Administrator in consultation with the NCDOT Office of Civil Rights.