

SUN CORRIDOR METROPOLITAN PLANNING ORGANIZATION

2015 TITLE VI

RELATING TO TRANSPORTATION PLANNING
IN THE SUN CORRIDOR METROPOLITAN PLANNING
ORGANIZATION REGION

Approved by Sun Corridor MPO Executive Board

JULY 8, 2014

Prepared by:

SUN CORRIDOR MPO

Reviewed by SCMPO Transportation Advisory Committee
CASA GRANDE, ARIZONA

www.scmpo.org

SCMPO TITLE VI PLAN

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TITLE VI REPORT

I. INTRODUCTION

This report covers the Sun Corridor Metropolitan Planning Organization's (SCMPO) efforts in providing Title VI non-discrimination policies transportation planning activities for Federal Aid Programs administered through SCMPO.

SCMPO assures that no person shall; on the grounds of race, color, national origin, gender, age, disability, or veteran status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any SCMPO sponsored program or activity.

SCMPO also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations within its region.

SCMPO's Transportation Program provides technical assistance and planning activities for the City of Casa Grande, the City of Coolidge, The Town of Eloy, and portions of rural Pinal County.

II. SCMPO ASSURANCES

GENERAL ASSURANCES

Federal-aid Highway Program

The **Sun Corridor Metropolitan Organization (SCMPO)** HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) 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, national origin, disability, gender, age, or veteran status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of 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, a copy of which is attached.

SPECIFIC ASSURANCES

Federal Aid Highway Program Assurance

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 SCMPO agrees that each "program" and each "facility" as defined in 49 CFR 21.23(b) and (e) and the Civil Rights Restoration Act of 1987, will be (with regard to a "program" or activity) conducted, or will be (with regard to a "facility") operated in compliance with all nondiscriminatory requirements imposed by, or pursuant to, the Regulations and this agreement.

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2. That SCMPO shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Program and, in adapted form in all proposals for negotiated agreements:
3. SCMPO, 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, the Civil Rights Restoration Act of 1987 (Public Law 100.259). 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, national origin, age, disability, gender or veteran status in consideration for an award.
4. That SCMPO shall insert the clauses of Appendix A of this assurance in every contract subject to this Act and the Regulations.
5. That SCMPO shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States affecting a transfer of real property, structures, or improvements thereon, or interest therein.
6. That where SCMPO 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.
7. That where SCMPO 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.
8. That SCMPO shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by SCMPO with other parties: (a) for the subsequent transfer of real property acquired or improved under 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 Federal Aid Highway Program.

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9. That this assurance obligates SCMPO 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 SCMPO 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 SCMPO retains ownership or possession of the property.
10. SCMPO 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, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
11. SCMPO 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 SCMPO under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, 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 SCMPO.

By 
Sharon Mitchell, Executive Director
Sun Corridor Metropolitan Planning Organization

Date: May 13, 2014

Federal Transit Administration Assurance

The Sun Corridor Metropolitan Planning Organization (SCMPO) HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under the Federal Transit Act of 1964, as amended, it will ensure that:

1. No person on the basis of race, color, national origin, gender, age, disability, or veteran status will be subjected to discrimination in the level and quality of transportation planning services and transit-related benefits.
2. The Sun Corridor MPO will compile, maintain, and submit in a timely manner Title VI information required by FTA Circular 4702.1, and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.
3. The Sun Corridor MPO will make it known to the public that those person or persons alleging discrimination on the basis of race, color, national origin, gender, age, disability, or veteran status as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

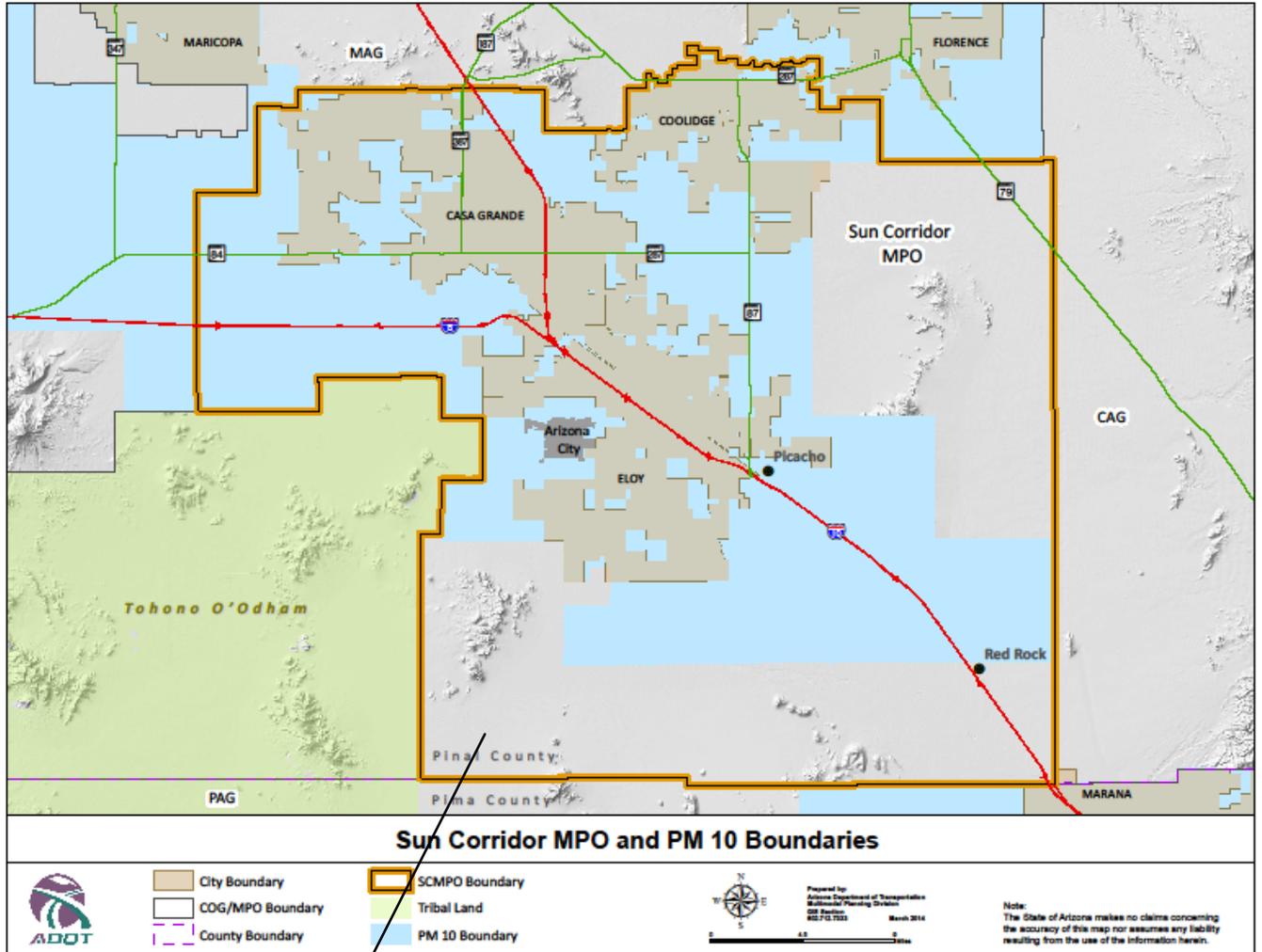
Certification

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 Western Arizona Council of Governments by the Department of Transportation under the Federal-aid Highway Program/Federal Transit Grant Program, and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in the interest and other participants in these same Federal-aid programs. The person whose signature appears below is authorized to sign this assurance on behalf of the Sun Corridor MPO.

By 
Sharon Mitchell, Executive Director
Sun Corridor Metropolitan Planning Organization

Date: May 13, 2014

III. Sun Corridor Regional Boundaries



IV. SCMPO's ORGANIZATION AND PLANNING ADMINISTRATION

SCMPO's transportation planning area covers 1,155 square miles within Pinal County. Within the MPO region, there are three incorporated communities, unincorporated rural Pinal County areas, and two Native American Tribes (not members of the SCMPO).

SCMPO is charged with providing technical assistance to all the entities within the region, for transportation planning, project management, transit programs and activities, and other related programs.

a. General Organization

The Sun Corridor MPO was developed in 2013, and is dedicated to serving its local jurisdictions, within Casa Grande, Coolidge, Eloy and rural Pinal County.

b. Sun Corridor MPO Title VI Coordination and Administration

The chairperson of the Board for the Sun Corridor MPO is responsible for ensuring the implementation of the SCMPO Title VI program. The Executive Director of SCMPO, on behalf of the Executive Board, is responsible for the overall management of the Title VI program, and serves as the Title VI Chief Officer.

Compliance for the SCMPO transportation planning program is ongoing and falls under duties of the SCMPO Executive Director; which includes, but is not limited to, activities such as; project reporting, data collection, technical assistance and training. Disadvantaged populations, to include individuals with Limited English Proficiency, are provided equal opportunity to participate in transportation planning through the SCMPO Transportation Advisory Committee (TAC) member in their community. The day to day administration of the transportation programs lies with the SCMPO Executive Director, located in Casa Grande Arizona.

c. SCMPO Title VI Coordinator Contact Information

Sharon Mitchell, Director
Sun Corridor MPO
211 N Florence St.
Casa Grande, AZ 85122
520-366-6038
smitchell@scmpo.org
www.scmpo.org

V. SCMPO Membership

a. List of Member Communities

The member agencies of SCMPO are represented on the Executive Board by elected officials, and the resident ADOT Transportation Board Member. It is the function of the Executive Board to act as a policy body, coordinating transportation planning and related implementation activities within the SCMPO transportation region. The Board must approve all agreements and contracts, and the Chairman must sign all appropriate documents related to contracts and agreements. The Executive Board consists of elected officials from the below communities.

Community	Executive Board Representative
City of Casa Grande	Mayor Bob Jackson
City of Coolidge	Mayor Tom Shope
Town of Eloy	Mayor Joe Nagy
Pinal County District 3	Supervisor Stephen Miller, District 3
ADOT Board Member	Kelley Anderson, District 4

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b. Technical Advisory Committee

The Sun Corridor MPO Transportation Advisory Committee (TAC) is the technical advisory committee to the Executive Board. The voting member TAC is comprised of an appointed representative from each public works department of each member entity, and an ADOT representative. The committee has the authority, and primary responsibility to conduct technical reviews regarding all work activities of the Unified Planning Work Program; to recommend project awards; and to advise the Executive Board on appropriate actions to be taken for the overall planning direction of the region.

Community	TAC Representative
Casa Grande	Duane Eitel, Traffic Engineer
Coolidge	Susanna Struble, PW Director
Eloy	Harvey Krauss, Town Manager
Pinal County	Doug Hansen, Development Services
ADOT	Charla Glendening, ADOT Planner

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c. Statistical Data of Communities

The information below was provided through the ACS Demographic Estimates located at: www.factfinder.census.gov

Geographic Area	Total Pop	White	Black	American Indian	Asian	Hispanic
Casa Grande	51,333	32,600	2,249	2,232	875	18,932
Coolidge	12,120	7,418	928	670	115	4,962
Eloy	17,021	6,056	1,685	571	755	9,648
Pinal County (Inside MPO)	28,388					

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d. Race and Gender Statistical for SCMPO Committees:

Committees	RACE			GENDER	
	White	Hispanic	Am. Indian	Male	Female
Executive Board	4	1		5	
Transportation Advisory	5			3	2

VI. COMPLAINT PROCESS

Any person who believes that he or she, either individually, as a member of any specific class of persons, or in connection with any minority contractor, has been subjected to discrimination prohibited by Title VI of Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 may file a complaint. The complaint must be (a) unequal treatment because of race, color, national origin, gender, age, disability, veteran status, or (b) noncompliance with Title VI rules or guidelines adopted thereunder.

The Arizona Department of Transportation (ADOT) has the principal responsibility for processing, investigating, and resolving complaints arising as a result of operations related to federal highway aid projects of its sub-recipients such as SCMPO. SCMPO will be responsible for processing, investigating and resolving complaints of discrimination by its member agencies. SCMPO contact information is as follows:

**Sharon Mitchell, Executive Director
Sun Corridor Metropolitan Planning Organization
211 N Florence St.
Casa Grande, AZ 85221**

The complaint process will follow the ADOT procedures. Complaints must be filed in writing to:

**ADOT Civil Rights Office
1135 N. 22nd Avenue, 2nd Floor Mail Drop154A
Phoenix, AZ 85009**

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The ADOT telephone number is 602-712-7761. Complaints received by SCMPO will be forwarded to the ADOT Civil Rights Office.

A formal complaint must be filed within 180 calendar days of the alleged act of discrimination or the date when the alleged discrimination became known to the complainant(s), or where there has been a continuing course of conduct, the date on which the conduct was discontinued or the latest instance of the conduct. This timeframe is prescribed by 49 CFR 21.11(b).

The complaint must meet the following requirements:

- a. Complaint shall be in writing and signed by the complainant(s) and must include complainant(s) name, address, and phone number. The Title VI Program Manager or a liaison will assist the complainant with documenting the issues if necessary.
- b. Present date of the alleged act of discrimination; date when the complainant(s) became aware of the alleged discrimination; or the date on which that conduct was discontinued or the latest instance of the conduct.
- c. Present a detailed description of the issues including names and job titles of those individuals perceived as parties in the complained-of-incident.
- d. Allegations received by fax or e-mail will be acknowledged and processed, once the identity (ies) of the complainant(s) and the intent to proceed with the complaint have been established. For this, the complainant is required to mail a signed, original copy of the fax or e-mail transmittal for the Civil Rights Office (CRO) to be able to process it.
- e. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. A complaint form will be forwarded to the complainant for him/her to complete, sign, and return to the CRO for processing.
- f. Within 45 calendar days of the acceptance of the complaint, the ADOT investigator will prepare a draft investigative report for the review of the ADOT CRO Administrator or designee. The report shall include a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition.
- g. ADOT's final investigative report with the preliminary findings and a copy of the complaint will be forwarded by certified mail to either FHWA (Arizona Division office Civil Rights Specialist), FTA or FAA or NHTSA, within 60 calendar days of the acceptance of the complaint, per 23 CFR 200.9(b) (3).

A complainant dissatisfied with USDOT's final agency decision may file action with the appropriate US District Court.

VII. PROGRAM AREAS

a. Transportation Planning

The purpose of Sun Corridor's Transportation Planning Program is to assure that transportation, air quality planning, related multi-modal programs, and the implementation of projects, are effectively identified and coordinated by local, state, federal agencies, and the general public.

Management of the planning process is under direction from the Sun Corridor's Executive Board thru the Executive Director. It is the function of the Executive Board to act as a policy body coordinating transportation planning, and related implementation activities within the overall regional planning process.

The Sun Corridor's Transportation Advisory Committee (TAC) provides review and input, as appropriate, and works directly with SCMPO's staff, providing guidance for development of all work elements.

One of the primary functions of the Transportation Planning Process is to develop and maintain a fiscally constrained 5 to 10 year Transportation Improvement Program (TIP).

b. Other Activities Provided by Sun Corridor's Transportation Staff

- Public Involvement – Provide outreach activities to stakeholders
- Highway Performance Management System – Traffic Counts & Road Classification
- Air Quality Standards
- Regional Planning Coordination – Technical Assistance for project management, grant writing, funding research
- Transit – Planning and management activities to all rural transit programs throughout the region

VIII. DATA COLLECTION

a. Lawsuits Alleging Discrimination

No lawsuits or complaints relating to discrimination have been filed against Sun Corridor MPO.

b. Pending or Ongoing Federal Assistance

SCMPO receives federal reimbursable funding from ADOT:

- Statewide Planning and Research Funds
- Planning Funds
- 5303 Transit funds

c. Compliance Reviews/Compliance Statement

No compliance reviews have been performed during the preceding two years. Compliance is ongoing.

- d. As a regional planning agency, SCMPO planning activities benefit all populations equally, including Title VI protected populations. SCMPO will attempt to identify opportunities to gather data reflecting the extent to which members of Title VI protected populations benefit from SCMPO's planning activities.

IX. APPENDIX

- A. Performance of Contract
- B. Granting Clause
- C. Inclusive Clauses
- D. Title VI Complaint Form
- E. Limited English Proficiency - Policy
- F. Disadvantage Business Enterprise - Policy



APPENDIX A

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

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs 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, color, national origin, gender, age or disability, 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 the grounds of race, color, national origin, gender, age or disability.
- (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 *Arizona Department of Transportation* or the *Federal Highway Administration and Federal Transit Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the

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exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Arizona Department of Transportation*, or the *Federal Highway Administration and Federal Transit 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 *Arizona Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration and Federal Transit Administration* may determine to be appropriate, including, but not limited to:

- a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including 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 *Arizona Department of Transportation* or the *Federal Highway Administration and Federal Transit* 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 *Arizona Department of Transportation* to enter into such litigation to protect the interests of the *Arizona 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.



APPENDIX B

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

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the *Arizona 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 Transit* and the policies and procedures prescribed by *Federal Highway and Transit Administrations* of the Department of Transportation and Federal Transit Administration, 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), and the Civil Rights Restoration Act of 1987 (Public Law 100.259) does hereby remise, release, quitclaim and convey unto the *Arizona Department of Transportation* 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 *Arizona Department of Transportation* 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 *Arizona Department of Transportation*, its successors and assigns.

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The *Arizona Department of Transportation*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, or sex 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 Arizona Department of Transportation 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 the Civil Rights Restoration Act of 1987 (Public Law 100.259) 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.*

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



APPENDIX C

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

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as 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 Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended.

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

That in the event of breach of any of the above nondiscrimination covenants, *Arizona Department of Transportation* 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, *Arizona Department of Transportation* 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 *Arizona Department of Transportation* and its assigns.

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

The (grantee, licensee, lessee, permittee, etc. as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, national origin, gender, age, disability, or veteran status shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin 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 the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended.

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

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

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, *Arizona Department of Transportation* 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 *Arizona Department of Transportation* and its assigns.

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

APPENDIX E – TITLE VI COMPLAINT FORM



Title VI Complaint Form

Note: The following information is needed to assist in processing your complaint.

Complainant's Information:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone Number: _____ Work Phone Number: _____

Person Discriminated Against (someone other than complainant)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone Number: _____ Work Phone Number: _____

Which of the following best describes the reason you believe the discrimination took place?

Race/Color (Specify) _____

National Origin (Specify) _____

Sex (Specify) _____

Age (Specify) _____

Disability (Specify) _____

On what date(s) did the alleged discrimination take place? _____

Describe the alleged discrimination. Explain what happened and who you believe was responsible (if additional space is needed, add a sheet of paper).

List names and contact information of persons who may have knowledge of the alleged discrimination.

Have you filed this complaint with any other federal, state, or local agency, or with any federal or state court? Check all that apply.

Federal Agency

Federal Court

State Agency

State Court

Local Agency

Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone Number: _____ Work Phone Number: _____

Please sign below. You may attach any written materials or other information you think is relevant to your complaint.

Complainant Signature

Date

Number of attachments: _____

Submit form and any additional information to:

ADOT Civil Rights Office
Title VI Program Manager
1135 N 22nd Ave. 2nd Floor
Phoenix, AZ 85009

Phone: 602-712-7761 • Fax: 602-712-8429

Sun Corridor Metropolitan Planning Organization (SCMPO)

Policy and Procedure for Providing Meaningful Communication with Persons with Limited English Proficiency

POLICY AND PROCEDURES FOR COMMUNICATION WITH PERSONS WITH LIMITED ENGLISH PROFICIENCY

POLICY:

The Sun Corridor Metropolitan Planning Organization (SCMPO) will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. The policy of Sun Corridor MPO is to ensure meaningful communication with LEP patients/clients and their authorized representatives involving their medical conditions and treatment. All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and patients/clients and their families will be informed of the availability of such assistance free of charge.

Language assistance will be provided through use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Sun Corridor MPO will conduct a regular review of the language access needs of our population, as well as update and monitor the implementation of this policy and these procedures, as necessary.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The Sun Corridor MPO will promptly identify the language and communication needs of the LEP person. If necessary, staff will use a language identification card (or "I speak cards," available online at www.lep.gov) or posters to determine the language. In addition, when records are kept of past interactions with patients (clients/residents) or

family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED INTERPRETER

Sharon Mitchell, Director for the Sun Corridor MPO is responsible for:

(a) Maintaining an accurate and current list showing the name, language, phone number and hours of availability of bilingual staff (***the City of Casa Grande's list will be utilized for this purpose***);

(b) Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;

(c) Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

The City of Casa Grande has agreed to provide qualified interpreter service lists. The contact for providing services is; Dawn Jett, Administration Services Director, 520-421-8600, and the hours of availability are 8 to 5, Monday through Friday, or upon 24 hours' notice.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the SCMPO. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other clients/patients/residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

3. PROVIDING WRITTEN TRANSLATIONS

(a) When translation of vital documents is required the Sun Corridor MPO will submit documents for translation into frequently-encountered languages to either the City of Casa Grande, or a professional translator.

(b) The Sun Corridor MPO will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

(c) **The Sun Corridor MPO** will set benchmarks for translation of vital documents into additional languages over time.

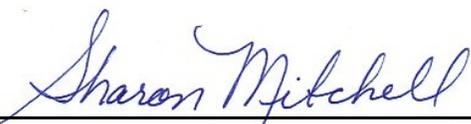
4. PROVIDING NOTICE TO LEP PERSONS

The Sun Corridor MPO will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand.

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, **the Sun Corridor MPO** will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, **The Sun Corridor MPO** will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, equipment used for the delivery of language assistance, complaints filed by LEP persons, feedback from member entities and community organizations, etc.

The LEP Policy has been reviewed and approved by the following:



Sharon Mitchell, Sun Corridor MPO Director

May 13, 2014
Date

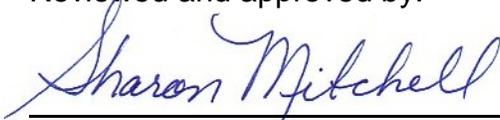
Sun Corridor Metropolitan Planning Organization

DISADVANTAGED BUSINESS ENTERPRISES POLICY

The Sun Corridor MPO staff shall adopt the Arizona Department of Transportation's DBE Plan when the Sun Corridor MPO receives any FHWA and/or FTA funding, exclusive of capital (vehicle) purchases, or when any such plan is otherwise required.

Any such DBE Plan will be approved by the ADOT Civil Rights Office. Until that threshold is reached, the Sun Corridor MPO shall make sure that disadvantaged business enterprises in this area have an equal opportunity for all contracts awarded by the Sun Corridor MPO in connection with the delivery of these services.

Reviewed and approved by:



Sharon Mitchell, Sun Corridor MPO Director

May13,2014

Date: