

JURY SERVICE FOR DEAF

SETTLEMENT AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND

HARRISON COUNTY, MISSISSIPPI

DEPARTMENT OF JUSTICE COMPLAINT NUMBER

204-41-2

This matter was initiated by a complaint filed by Charles Carver under title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12134, with the United States Department of Justice (the Department) against the Harrison County Circuit Court, Mississippi. The complaint was filed with the Civil Rights Division of the Department of Justice, under the authority of 28 C.F.R. Part 35, Subpart F. The complainant alleges that he was disqualified or otherwise excused from serving as a juror for the Harrison County Circuit Court because he is deaf.

The Department of Justice is authorized under 28 C.F.R. Part 35, Subpart F, to investigate the allegations of the complainant in this matter, to determine the compliance of the Harrison County Circuit Court with title II of the ADA and the Department's implementing regulation, issue findings, and, where appropriate, negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized under 42 U.S.C. § 12133 to bring a civil action enforcing title II of the ADA should the Department fail to secure voluntary compliance pursuant to subpart F.

The parties to this Agreement are the United States of America and Harrison County. In consideration of the terms of this Agreement as set forth below, the Attorney General agrees to refrain from undertaking further investigation or from filing a civil suit in this matter.

Pursuant to the provision of the ADA entitled "Alternative Means of Dispute Resolution," 42 U.S.C. § 12212, the parties have entered into this Agreement. In order to secure compliance by voluntary means, the parties hereby agree as follows:

1. The County does not admit by the signing of this Agreement that its current policies and practices are in violation in any respect with the ADA or its implementing regulation.
2. The ADA applies to the County because it is a public entity as defined in 42 U.S.C. § 12131 and the Department of Justice's regulation implementing title II, 28 C.F.R. § 35.104.
3. The purpose of the Settlement Agreement is to ensure that persons who are deaf or hard of hearing

have an equal opportunity to benefit from the programs and services of the Circuit Court, including, but not limited to participating as jurors, parties, witnesses, and spectators.

4. The County has established, and will continue to maintain, a written policy (attached), which requires that the Court ensure that persons who are deaf or hard of hearing have an equal opportunity to benefit from the programs and services of the Courts, including, but not limited to, participating as jurors, parties, witnesses, and spectators. The policy provides that, when a court has received notice that interpreting services are necessary, the Court will provide, at its expense, the services of a qualified interpreter(s).

5. Beginning on the effective date of this Agreement, the County will instruct all appropriate court officials responsible for conducting proceedings to comply with the provisions of this Agreement.

6. The County has reimbursed the complainant for the interpreting expenses that the complainant incurred when he appeared as a potential juror on May 6, 1992.

7. The Department of Justice may review compliance with this Agreement at any time. If it determines that this Agreement or any requirement thereof has been violated, it may institute a civil action seeking specific performance of the provisions of this Agreement in an appropriate Federal court.

8. Failure by the Department of Justice to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein will not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.

9. This Agreement is a public document. A copy of this document or any information contained in it may be made available to any person. The County Court will provide a copy of this Agreement to any person upon request.

10. In the event that the County fails to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the Department as a temporary modification of the relevant terms of this Agreement, all terms of this Agreement will become enforceable in an appropriate Federal court.

11. The effective date of this Agreement is the date of the last signature below.

12. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement, will be enforceable. This Agreement is limited to the facts set forth in the first paragraph, and it does not purport to remedy any other potential violations of the ADA or any other Federal law. This Agreement does not affect the continuing responsibility of the County, to comply with all aspects of the ADA.

For Harrison County:

Date _____

For the United States:

JOHN L. WODATCH, Chief

JOAN MAGAGNA, Deputy Chief

ROBERT J. MATHER, Attorney

Disability Rights Section

Civil Rights Division

U.S. Department of Justice

P.O. Box 66738

Washington, D.C. 20035-6738

Date _____

Attachment

HARRISON COUNTY

POLICY ON THE PROVISION OF INTERPRETING SERVICES

IT SHALL BE THE POLICY OF HARRISON COUNTY TO PROVIDE PERSONS WHO ARE DEAF

<http://www.usdoj.gov/crt/ada/harriss.htm>

9/11/2007

OR HARD OF HEARING WITH EFFECTIVE COMMUNICATION IN ALL PROGRAMS AND SERVICES OF THE COURTS, INCLUDING, BUT NOT LIMITED TO, PARTICIPATING AS JURORS, PARTIES, WITNESSES, AND SPECTATORS. WHEN A COURT HAS RECEIVED NOTICE THAT THE PROVISION OF INTERPRETING SERVICES IS REQUIRED TO ENSURE EFFECTIVE PARTICIPATION BY AN INDIVIDUAL WHO IS DEAF OR HARD OF HEARING, THE COURT WILL SECURE, AT ITS EXPENSE, THE SERVICES OF A QUALIFIED INTERPRETER(S).

BY ORDER OF _____ THIS _____ DAY OF _____, 1996.

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