

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
HUMBOLDT COUNTY, CALIFORNIA
UNDER THE AMERICANS WITH DISABILITIES ACT
DJ 204-11-275

[Settlement](#) • [Department of Justice Press Release](#)

BACKGROUND

SCOPE OF THE INVESTIGATION

The United States Department of Justice (Department) initiated this matter as a compliance review of Humboldt County, California (County) under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the Department's implementing regulation, 28 C.F.R. Part 35. Because the County receives financial assistance from the Department of Justice, the review was also conducted under the authority of section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Department's implementing regulation, 28 C.F.R. Part 42, Subpart G.

The review was conducted by the Disability Rights Section of the Department's Civil Rights Division and focused on the County's compliance with the following title II requirements:

- to conduct a self-evaluation of its services, policies, and practices by July 26, 1992, and make modifications necessary to comply with the Department's title II regulation, 28 C.F.R. § 35.105;
- to notify applicants, participants, beneficiaries, and other interested persons of their rights and the County's obligations under title II and the Department's regulation, 28 C.F.R. § 35.106;
- to designate a responsible employee to coordinate its efforts to comply with and carry out the County's ADA responsibilities, 28 C.F.R. § 35.107(a);
- to establish a grievance procedure for resolving complaints of violations of title II, 28 C.F.R. § 35.107(b);
- to operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C.F.R. § 35.150, by:
 - delivery of services, programs, or activities in alternate ways, including, for example, redesign of equipment, reassignment of services, assignment of aides, home visits, or other methods of compliance or, if these methods are not effective in making the programs accessible, and

- physical changes to buildings (required to have been made by January 26, 1995), in accordance with the Department's title II regulation, 28 C.F.R. §§ 35.150, 35.151, and the ADA Standards for Accessible Design (Standards), 28 C.F.R. pt. 36, App. A, or the Uniform Federal Accessibility Standards (UFAS), 41 C.F.R. § 101-19.6, App. A.
- to ensure that facilities for which construction or alteration was begun after January 26, 1992, are readily accessible to and usable by people with disabilities, in accordance with 1) the Department's title II regulation and 2) the Standards or UFAS, 28 C.F.R. § 35.151;
- to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others, including furnishing auxiliary aids and services when necessary, 28 C.F.R. § 35.160;
- to provide direct access via TTY (text telephone) or computer-to-telephone emergency services, including 9-1-1 services, for persons who use TTY's and computer modems, 28 C.F.R. § 35.162;
- to provide information for interested persons with disabilities concerning the existence and location of the County's accessible services, activities, and facilities, 28 C.F.R. § 35.163(a); and
- to provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to information about accessible facilities, 28 C.F.R. § 35.163(b).

As part of its compliance review, the Department reviewed the following facilities, which – because construction or alterations commenced after January 26, 1992 – must comply with the ADA's new construction or alterations requirements: Humboldt County Correctional Facility, the Regional Juvenile Facility, Humboldt County Main Library, Child Support Services, the County Fairgrounds, the Sheriff's Substation in McKinleyville, the McKinleyville Library, Clam Beach Park, Humboldt County Animal Shelter, Fields Landing, the County Courthouse, Healthy Moms, Juvenile Hall, Department of Health and Human Services, Redwood Regional Development, and Social Services located in Building C.

The Department's program access review covered those of the County's programs, services, and activities that operate in the following facilities: the Humboldt County Courthouse, Department of Public Health, Public Works, the Clark Complex, the Public Defenders Office, Social Services Building B, Social Services Building A, Social Services Buildings D and G, Juvenile Probation Office, Mental Health - Child Youth and Family Services, Environmental Health - Public Health, Conflict Counsel, Victim Witness Program, the Public Guardian, Social Services - Visitation, the Garberville Library, the Veterans Hall/Municipal Court in Garberville, the County Health Offices in Garberville, the Sheriff's Substation in Garberville, A.W. Way County Park in Petrolia, Humboldt County Fairgrounds, Pace Program, the Probation Department, the Rio Dell Library (exterior only), the Trinidad Library (exterior only), Luffenholtz Park, the SCOP Office in Willow Creek, the Public Health Office in Willow Creek, the Willow Creek Library, the Blue Lake Library, Veterans Hall in Ferndale, the Fortuna Public Library, the Ferndale Public Library, the Public Health (WIC) Office in Fortuna, the Veterans Memorial Building in Fortuna, Freshwater Park, and the Arcata - Eureka Airport.

The Department conducted a program access review of the following polling places: South Fork High School, Redwood Empire Lodge, Healy Senior Center, Scotia Fire Hall, Monument Middle School, Azalea Hall and Senior Center, National Guard Armory, Eureka City Hall, Department of Education, Fortuna City Hall, Prasch Hall, This review was limited to the areas of the facilities used by the voting public: parking, the route from the parking area to the area used for voting, and the area used for voting.

The Department also conducted a program access review of the following facilities that are designated as emergency shelters: Humboldt County Fairgrounds. This review was limited to the areas of the facilities used by members of the public during an emergency: parking, the route from the parking area to the area used as a shelter, the area used as a shelter, and toilet facilities serving that area.

The Department reviewed the County's policies and procedures regarding emergency management and disaster prevention, and sidewalk maintenance to evaluate whether persons with disabilities have an equal opportunity to utilize these programs.

Finally, the Department reviewed the County's Sheriff's Department's policies and procedures regarding providing effective communication to persons who are deaf or hard-of-hearing.

JURISDICTION

1. The ADA applies to the County because it is a "public entity" as defined by title II. 42 U.S.C. § 12131(1).
2. The Department is authorized under 28 C.F.R. Part 35, Subpart F, to determine the compliance of the County with title II of the ADA and the Department's title II implementing regulation, to issue findings, and, where appropriate, to 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.
3. The Department is authorized under 28 C.F.R. Part 42, Subpart G, to determine the County's compliance with section 504 of the Rehabilitation Act of 1973, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 29 U.S.C. § 794 and 28 C.F.R. §§ 42.530 and 42.108-110, to suspend or terminate financial assistance to the County provided by the Department of Justice should the Department fail to secure voluntary compliance pursuant to Subpart G or to bring a civil suit to enforce the rights of the United States under applicable federal, state, or local law.
4. The parties to this Agreement are the United States of America and Humboldt County, California.
5. In order to avoid the burdens and expenses of an investigation and possible litigation, the parties enter into this Agreement.
6. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter regarding all matters contained within this Agreement, except as provided in the section entitled "Implementation and Enforcement."

ACTIONS TAKEN BY COUNTY

7. The County has a designated ADA Coordinator.
8. The County performed a Self-Evaluation and developed a Transition Plan.
9. The County has renovated the County Courthouse and the Detention Facility for greater accessibility.
10. The County Fairgrounds have been undergoing renovations to improve accessibility.
11. County Polling places were reviewed by the Attorney General's Office for the State of California.

REMEDIAL ACTION

GENERAL EFFECTIVE COMMUNICATION PROVISIONS

12. Within six months of the effective date of this Agreement, the County will identify sources of qualified sign language and oral interpreters, real-time transcription services, and vendors that can put documents in Braille, and will implement and report to the Department its written procedures, with time frames, for fulfilling requests from the public for sign language or oral interpreters, real-time transcription services, and documents in alternate formats (Braille, large print, cassette tapes, etc.).
13. The County will take steps to ensure that all appropriate employees are trained and practiced in using the California Relay Service to make and receive calls.

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14. Within three months of the effective date of this Agreement, the County will ensure that each 9-1-1 call station is equipped with a TTY or computer equivalent.
15. Within three months of the effective date of this Agreement, the County will develop procedures for answering 9-1-1 calls that include training all call takers to use a TTY to take 9-1-1 calls, to recognize a "silent" open line as a potential TTY call and respond by TTY, and to ensure that TTY calls are answered as quickly as other calls received.
16. The County will monitor its incoming 9-1-1 TTY calls to ensure they are answered as quickly and accurately as other calls received.
17. The County will incorporate correct TTY call-taking procedures into 9-1-1 call takers' performance evaluations and will amend its personnel policies to include written disciplinary procedures for call takers who fail to perform TTY call-taking consistent with the training and procedures. The County will implement and report to the Department its evaluation and procedures within six months of the effective date of this Agreement.

LAW ENFORCEMENT AND EFFECTIVE COMMUNICATION

18. Within three months of the effective date of this Agreement, the County will adapt for its own use and implement the Humboldt County Sheriff's Office Policy Statement on *Effective Communication with People Who are Deaf or Hard of Hearing* [[Attachment C](#)] and distribute to all Sheriff's officers the *Guide for Law Enforcement Officers When in Contact with People Who are Deaf or Hard of Hearing* [[Attachment D](#)].
19. Within six months of the effective date of this Agreement, the County will contract with one or more local qualified oral/sign language interpreter agencies to ensure that the interpreting services will be available on a priority basis, twenty-four hours per day, seven days a week, to its Sheriff's Office or make other appropriate arrangements (such as contracting directly with or hiring qualified interpreters).
20. Within six months of the effective date of this Agreement, the County will ensure that each sheriff station or substation and each jail and detention facility is equipped with a working TTY to enable persons who are deaf, hard of hearing, or who have speech impairments to make outgoing telephone calls. Where inmate telephone calls are time-limited, the County will adopt policies permitting inmates who use TTY's a longer period of time to make those calls, due to the slower nature of TTY communications compared with voice communications.

EMPLOYMENT

21. Within six months of the effective date of this Agreement, the County will amend its employment policies, as necessary, to comply with the regulations of the U.S. Equal Employment Opportunity Commission implementing title I of the Americans with Disabilities Act of 1990, codified at 29 C.F.R. Part 1630. At minimum, those policies will provide that the County:
 - will not discriminate on the basis of disability in its hiring or employment practices.
 - will not ask a job applicant about the existence, nature, or severity of a disability. Applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be made, but only after a conditional offer of employment is made and only if required of all applicants for the position.
 - will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request unless the accommodation would cause an undue hardship on the operation of the City's business. If an applicant or an employee requests a reasonable accommodation and the individual's disability and need for the accommodation are not readily apparent or otherwise known, the County may ask the individual for information necessary to determine if the individual has a disability-related need for the accommodation.
 - will maintain any employee's medical records separate from personnel files and keep them confidential.
 - will make an individualized assessment of whether a qualified individual with a disability meets selection criteria for employment decisions. To the extent the

County's selection criteria have the effect of disqualifying an individual because of disability, those criteria will be job-related and consistent with business necessity.

POLLING PLACES

22. Some of the County polling places may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, would be subject to the obligation to provide program access or to remove barriers to accessibility under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these polling places by any person or entity, including the Department.
23. Barriers to access at the polling places not owned by the County that were surveyed by the Department are noted in [Attachment E](#). Within one month of the effective date of this Agreement, the County will request in writing that each of the owners and operators of the polling places listed in [Attachment E](#) remove the noted barriers to access for persons with disabilities within one year of the effective date of this Agreement. The County will provide a copy of the Department's ADA Checklist for Polling Places (www.ada.gov/votingck.htm) with the written request. The County will simultaneously send a courtesy copy of the request to the Department.
24. Before designating any site as a new polling place, the County will survey the site using the survey instrument at [Attachment F](#) to determine whether the site contains barriers to access by people with disabilities in the parking, exterior route to the entrance, entrance, interior route to the voting area, or voting area. The County will not designate any such site as a polling place until all such barriers have been removed.
25. The Department surveyed certain of the County's polling places. Barriers to access at such polling places owned by the County and the dates by which the County will remove barriers are noted in Attachments [I](#), [J](#), and [K](#).
26. Within 18 months of the effective date of this Agreement, using the survey instrument at Attachment F, the County will survey all polling places not surveyed by the Department to identify barriers to access by people with disabilities in the parking, exterior route to the entrance, entrance, interior route to the voting area, and voting area. Within 24 months of the effective date of this Agreement, for each such polling place, the County will then either (1) ensure that all barriers to access by people with disabilities have been removed or (2) identify an alternate polling place with no barriers to access by people with disabilities. That identification of accessible polling places will utilize the survey instrument that appears as Attachment F to this Agreement. The County will then take immediate steps to change each new inaccessible polling place to a new accessible location. Under this provision of the Agreement, the County will ensure that barriers at each polling place the Department did not survey are either removed or a substitute accessible polling place is in operation before the next election occurring more than 24 months after the effective date of this Agreement.
27. Until all polling places in each precinct or voting district have accessible parking, exterior routes, entrances, interior routes to the voting area, and voting area, prior to each election, the County will identify and widely publicize to the public and to persons with disabilities and

organizations serving them the most accessible polling place(s) for each precinct or voting district.

28. By the November 2007 Elections, the County will provide opportunities for same-day balloting for voters with disabilities whose assigned polling place does not have accessible parking, exterior route to entrance, entrance, interior route to the voting area, and voting area. The method for providing these opportunities may include allowing the individual to vote at another nearby location that is accessible, allowing individuals with disabilities to vote by an absentee ballot that is accepted if postmarked on the day of the election (or picked up by election officials at the home of the voter on the same day as the election), providing curbside voting at the inaccessible polling place, or any other method that ensures that voters with disabilities have the same degree of information available to them when casting their ballots as others. If curbside assistance is provided and a polling place official is not stationed outside to provide assistance to people with disabilities in curbside voting, it must include a reliable, effective mechanism by which individuals with disabilities can summon election officials to provide curbside assistance without leaving their vehicles and ensure prompt response and assistance with curbside voting from polling officials.
29. Within three months of the effective date of this Agreement, the County will survey its voter registration locations for accessibility to persons with disabilities by using the form provided at Attachment F and will report the results of this survey to the Department. If barriers to access are identified, the County will implement and report to the Department its plan to provide program access, which may include allowing persons to register to vote through alternative means or at alternative locations.
30. Within three months of the effective date of this Agreement, the County will make all voter registration materials available in alternate formats, including Braille, large print, audio tape, and computer disk.
31. Within the month prior to the next election that utilizes the County's polling places, and at yearly anniversaries of the effective date of this Agreement until it expires, the County will train poll workers on the rights of people with disabilities and the practical aspects of assuring those rights. The training will cover, at minimum, the need to maintain the physical accessibility of polling locations; how to assist people with disabilities, as necessary; and how to operate any non-standard voting equipment or accessible features of standard equipment (particularly new, accessible equipment).

EMERGENCY MANAGEMENT PROCEDURES AND POLICIES

32. If the County contracts with another entity, such as the American Red Cross or another local government, to provide its emergency preparedness plans and emergency response services, the County will ensure that the other entity complies with the following provisions on its behalf.
33. Within six months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that it regularly solicits and incorporates input from persons with a variety of disabilities and those who serve them

regarding all phases of its emergency management plan (preparation, notification, response, and clean up).

34. Within six months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that its community evacuation plans enable those who have mobility impairments, vision impairments, hearing impairments, cognitive disabilities, mental illness, or other disabilities to safely self-evacuate or be evacuated by others. Some communities are instituting voluntary, confidential registries of persons with disabilities who may need individualized evacuation assistance or notification. If the County adopts or maintains such a registry, its report to the Department will discuss its procedures for ensuring voluntariness, appropriate confidentiality controls, and how the registry will be kept updated, as well as its outreach plan to inform persons with disabilities of its availability. Whether or not a registry is used, the County plan should address accessible transportation needs for persons with disabilities.
35. Within 12 months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that if its emergency warning systems use sirens or other audible alerts, it will also provide ways to inform persons with hearing impairments of an impending disaster. The use of auto-dialed TTY messages to pre-registered individuals who are deaf or hard of hearing, text messaging, e-mails, open-captioning on local TV stations and other innovative uses of technology may be incorporated into such procedures, as well as lower-tech options such as dispatching qualified sign language interpreters to assist with emergency TV broadcasts.
36. Within six months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that at least one emergency shelter has a back-up generator and a way to keep medications refrigerated (such as a refrigerator or a cooler with ice). Such shelter(s) will be made available to persons whose disabilities require access to electricity and refrigeration, for example, for using life-sustaining medical devices, providing power to motorized wheelchairs, and preserving certain medications, such as insulin, that require refrigeration. The written procedures will include a plan for notifying persons of the location of such shelter(s).
37. Within six months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that persons who use service animals are not separated from their service animals when sheltering during an emergency, even if pets are normally prohibited in shelters. The procedures will not unnecessarily segregate persons who use service animals from others but may take into account the potential presence of persons who, for safety or health reasons, should not be in contact with certain types of animals.
38. Some of the of the County's emergency shelters may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, are subject to the obligation to provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these facilities by any person or entity, including the Department.

39. Within three months of the effective date of this Agreement and until all emergency shelters have accessible parking, exterior routes, entrances, interior routes to the shelter area, and toilet rooms serving the shelter area, the County will identify and widely publicize to the public and to persons with disabilities and the organizations that serve them the most accessible emergency shelters.
40. To the extent that the County provides opportunities for post-emergency temporary housing to its residents, within six months of the effective date of this Agreement, it will develop, implement, and report to the Department its plans for providing equivalent opportunities for accessible post-emergency temporary housing to persons with disabilities. Within 18 months of the effective date of this Agreement, the County will ensure that information it makes available regarding temporary housing includes information on accessible housing (such as accessible hotel rooms within the community or in nearby communities) that could be used if people with disabilities cannot immediately return home after a disaster if, for instance, necessary accessible features such as ramps or electrical systems have been compromised.

SIDEWALKS

41. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written process for soliciting and receiving input from persons with disabilities regarding the accessibility of its sidewalks, including, for example, requests to add curb cuts at particular locations.
42. Within three months of the effective date of this Agreement, the County will identify and report to the Department all streets, roads, and highways that have been constructed or altered since January 26, 1992. Paving, repaving, or resurfacing a street, road, or highway is considered an alteration for the purposes of this Agreement. Filling a pothole is not considered an alteration for the purposes of this Agreement. Within three years of the effective date of this Agreement, the County will provide curb ramps or other sloped areas complying with the Standards or UFAS at all intersections of the streets, roads, and highways identified under this paragraph having curbs or other barriers to entry from a street level pedestrian walkway.
43. Beginning no later than three months after the effective date of this Agreement, the County will provide curb ramps or other sloped areas complying with the Standards or UFAS at any intersection having curbs or other barriers to entry from a street level pedestrian walkway, whenever a new street, road, or highway is constructed or altered.
44. Within three months of the effective date of this Agreement, the County will identify all street level pedestrian walkways that have been constructed or altered since January 26, 1992. Paving, repaving, or resurfacing a walkway is considered an alteration for the purposes of this Agreement. Within three years of the effective date of this Agreement, the County will provide curb ramps or other sloped areas complying with the Standards or UFAS at all places where a street level pedestrian walkway identified under this paragraph intersects with a street, road, or highway.

45. Beginning no later than three months after the effective date of this Agreement, the County will provide curb ramps or other sloped areas complying with the Standards or UFAS at all newly constructed or altered pedestrian walkways where they intersect a street, road, or highway.

WEB-BASED SERVICES AND PROGRAMS

46. Within 1 month of the effective date of this Agreement, and on subsequent anniversaries of the effective date of this Agreement, the County will distribute to all persons – employees and contractors – who design, develop, maintain, or otherwise have responsibility for content and format of its website(s) or third party websites used by the County (Internet Personnel) the technical assistance document, "Accessibility of State and Local Government Websites to People with Disabilities," which is Attachment F to this Agreement (it is also available at www.ada.gov/websites2.htm).
47. Within three months of the effective date of this Agreement, and throughout the life of the Agreement, the County will do the following:
- A. Establish, implement, and post online a policy that its web pages will be accessible and create a process for implementation;
 - B. Ensure that all new and modified web pages and content are accessible;
 - C. Develop and implement a plan for making existing web content more accessible;
 - D. Provide a way for online visitors to request accessible information or services by posting a telephone number or e-mail address on its home page; and
 - E. Periodically (at least annually) enlist people with disabilities to test its pages for ease of use.

PHYSICAL CHANGES TO FACILITIES

48. The elements or features of the County's facilities that do not comply with the Standards, including those listed in Attachments [I](#), [J](#), [K](#), and [L](#), prevent persons with disabilities from fully and equally enjoying the County's services, programs, or activities and constitute discrimination on the basis of disability within the meaning of 42 U.S.C. § 12132 and 28 C.F.R. §§ 35.149 and 35.150.
49. The County will comply with the cited provisions of the Standards when taking the actions required by this Agreement.
50. Within six months of the effective date of this Agreement, the County will install signage as necessary to comply with 28 C.F.R. § 35.163(b), after having surveyed all facilities that are the subject of this Agreement for the purpose of identifying those that have multiple entrances not all of which are accessible.
51. Newly Constructed Facilities: In order to ensure that the spaces and elements in County facilities that are subjects of this Agreement, for which construction was commenced after

January 26, 1992, are readily accessible to and usable by persons with disabilities, the County will take the actions listed in [Attachment I](#).

52. Altered Facilities: In order to ensure that the spaces and elements in County facilities that are subjects of this Agreement, for which alterations commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the County will take the actions listed in [Attachment J](#).
53. Program Access in County Existing Facilities: In order to ensure that each of the County's programs, services, and activities operating at a facility that is the subject of this Agreement, when viewed in its entirety, is readily accessible to and usable by persons with mobility impairments, the County will take the actions listed in [Attachment K](#).

PROGRAM MODIFICATIONS

54. Access to County Programs Housed in Others' Facilities: In order to ensure that the County's programs, services, and activities that are the subject of this Agreement and that are operated by the County at facilities owned or controlled by other entities, when viewed in its entirety, are readily accessible to and usable by persons with mobility impairments, the County will take the actions listed in [Attachment L](#).

PROGRAMS FOR VICTIMS OF DOMESTIC VIOLENCE AND ABUSE

55. If the County owns or operates any programs that provide shelter, counseling, or other assistance or supportive services to victims of domestic violence or abuse and their families (hereafter referred to as "Domestic Violence Programs"), within three months of the effective date of this Agreement, it will do the following:
- A. Whatever written information is provided regarding its Domestic Violence Programs will also be provided in alternate formats, including Braille, large print, audio recording, and electronic formats, upon request.
 - B. Enter into contracts or make other arrangements with qualified sign language and oral interpreters to ensure their availability when required for effective communication with persons who are deaf or hard of hearing. The type of aid that will be required for effective communication will depend on the individual's usual method of communication, and the nature, importance, and duration of the communication at issue. In many circumstances, oral communication supplemented by gestures and visual aids, an exchange of written notes, use of a computer or typewriter, or use of an assistive listening device may be effective. In other circumstances, qualified sign language or oral interpreters are needed to communicate effectively with persons who are deaf or hard of hearing. The more lengthy, complex, and important the communication, the more likely it is that a qualified interpreter will be required for effective communication with a person whose primary means of communication is sign language or speech reading.
 - C. If the County's Domestic Violence Programs operate a hotline to take telephone calls of an emergency nature, the County shall ensure that it provides equivalent

service for persons who use TTY's, including providing direct-connection service for TTY users with hotline operators, without requiring TTY users to call through a third party operator, such as through the state or local Telecommunication Relay Services. The County will obtain the necessary equipment, establish the written procedures, and provide the training necessary to ensure effective communication by Hotline staff with direct-connection callers using TTY's, as well as the training necessary to respond to callers who use the Telecommunication Relay Services.

- D. Survey facilities used as shelters or designated as potential shelters – or for counseling, job training, education, clothing or household provisioning, or other aspects of Domestic Violence Programs – to ensure that adequate arrangements are available for potential clients and family members with disabilities, including adults and children who have mobility impairments, who are blind or have low vision, and who are deaf or hard of hearing. Within one year of the effective date of this Agreement, modify each such facility to remove the barriers or, alternatively, procure another, fully accessible facility to ensure that potential clients and family members with disabilities have integrated options when participating in a sheltering or other Domestic Violence program. Nothing in this Agreement requires any modifications that would compromise the confidentiality of a shelter or counseling center. Until there is a sufficient stock of accessible housing and other facilities within the sheltering program, the County will implement written procedures ensuring that it has identified temporary accessible housing (such as accessible hotel rooms within the community or in nearby communities) and other facilities that could be used if people with disabilities need sheltering or inservice access to a Domestic Violence Program. The cost to potential clients of being housed or otherwise served in alternate accessible facilities shall not exceed any costs normally attributed to clients of the County's Domestic Violence Programs.
- E. Implement written procedures and modify, as appropriate, eligibility criteria, to ensure that no person with a disability is turned away from a shelter or otherwise denied the opportunity to benefit from the services of the County's Domestic Violence Programs on the basis of disability.
- F. Implement written procedures to ensure that persons with disabilities who use service animals are not denied or discouraged from participating in Domestic Violence Programs, are able to be housed and served in an integrated environment, and are not separated from their service animals while participating in the County's Domestic Violence Programs even if pets are normally not permitted in the facilities where such programs are conducted. The procedures will not unnecessarily segregate persons who use service animals from others but may take into account the potential presence of persons who, for safety or health reasons, should not be in contact with certain types of animals. If the County's Domestic Violence Programs require clients to make any payments for shelter or other services they provide, clients shall not be required to make additional payments because they or their family members use service animals.
- G. Implement written procedures to ensure that reasonable modifications are made to the County's Domestic Violence Programs when necessary for a client or family

member with a disability to participate in such Programs, unless doing so would fundamentally alter the nature of the program.

H. Implement written policies to ensure that despite any "drug-free" policy of the County's Domestic Violence Programs, persons with disabilities who use medication prescribed for their use are able to continue using such medication while participating in such Programs or being housed in a shelter.

56. If the County contracts with another entity to provide or operate Domestic Violence Programs, it will ensure that the other entity complies with the preceding provisions on its behalf. If that entity will not comply with the following provisions, the County will nonetheless take all necessary steps to ensure that its program is accessible to persons with disabilities.
57. Some of the County's shelters may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, are subject to the obligation to provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these facilities by any person or entity, including the Department.
58. This Agreement shall not be construed to require the County to divulge confidential information relating to the location or existence of any Domestic Violence Programs, beyond what is otherwise required by applicable law or what is necessary for the Department to effectively enforce this Agreement.

MISCELLANEOUS PROVISIONS

59. Except as otherwise specified in this Agreement, at yearly anniversaries of the effective date of this Agreement until it expires, the County will submit written reports to the Department summarizing the actions the County has taken pursuant to this Agreement. Reports will include detailed photographs showing measurements, architectural plans, work orders, notices published in the newspaper, copies of adopted policies, and proof of efforts to secure funding/assistance for structural renovations or equipment.
60. Throughout the life of this Agreement, consistent with 28 C.F.R. § 35.133(a), the County will maintain the accessibility of its programs, activities, services, facilities, and equipment, and will take whatever actions are necessary (such as routine testing of accessibility equipment and routine accessibility audits of its programs and facilities) to do so. This provision does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).
61. Within six months of the effective date of this Agreement, the County will develop or procure a two-hour training program on the requirements of the ADA and appropriate ways of serving persons with disabilities. The County will use the ADA technical assistance materials developed by the Department and will consult with interested persons, including individuals with disabilities, in developing or procuring the ADA training program.

62. Within 18 months of the effective date of this Agreement, the County will deliver its training program to all County employees who have direct contact with members of the public. At the end of that period, the County will submit a copy of its training curriculum and materials to the Department, along with a list of employees trained and the name, title, and address of the trainer.

IMPLEMENTATION AND ENFORCEMENT

63. If at any time the County desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the Department in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is written Agreement by the Department to the proposed modification, the proposed modification will not take effect. These actions must receive the prior written approval of the Department, which approval will not be unreasonably withheld or delayed.
64. The Department may review compliance with this Agreement at any time. If the Department believes that the County has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the Department for a modification of the relevant terms, the Department will so notify the County in writing and it will attempt to resolve the issue or issues in good faith. If the Department is unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date it provides notice to the County, it may institute a civil action in federal district court to enforce the terms of this Agreement, or it may initiate appropriate steps to enforce title II and section 504 of the Rehabilitation Act
65. For purposes of the immediately preceding paragraph, it is a violation of this Agreement for the County to fail to comply in a timely manner with any of its requirements without obtaining sufficient advance written agreement with the Department for an extension of the relevant time frame imposed by the Agreement.
66. Failure by the Department to enforce this entire Agreement or any provision thereof with regard 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.
67. This Agreement is a public document. A copy of this document or any information contained in it will be made available to any person by the County or the Department on request.
68. 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 (including its Attachments, which are hereby incorporated by reference), will be enforceable. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect the County's continuing responsibility to comply with all aspects of the ADA and section 504 of the Rehabilitation Act.
69. This Agreement will remain in effect for three years.

70. The person signing for the County represents that he or she is authorized to bind the County to this Agreement.

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

For Humboldt County:

For the United States:

GRACE CHUNG BECKER,
Acting Assistant Attorney General for
Civil Rights

By: _____
JILL GEIST, Chair
Humboldt County Board of
Supervisors

By: _____
JOHN L. WODATCH, Chief
JEANINE WORDEN, Deputy Chief
NAOMI H. MILTON Supervisory
Attorney
AMELIA M. EDUARDO, Investigator
MICHELE ANTONIO MALLOZZI,
Architect
U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Disability Rights Section - NYA
Washington, DC 20530
(202) 307-0663

Date: _____

Date: 7/23/2008

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