

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE DISTRICT OF COLUMBIA
UNDER THE AMERICANS WITH DISABILITIES ACT

DJ # 204-16-96

BACKGROUND AND PARTIES

1. The parties to this Settlement Agreement ("Settlement") are the United States of America and the District of Columbia (the "District"). The "District" shall mean the subordinate agency or employee of the District of Columbia government under the administrative control of the Mayor with authority to undertake the action required, exclusive of District contractors, subcontractors, or agents.
2. The Attorney General initiated this matter as a review of the accessibility of the District of Columbia's homeless shelter program (the "Shelter Program") to individuals with disabilities under title II of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12131-12134, and the Attorney General's implementing regulation, 28 C.F.R. Part 35. The review was initiated after the Attorney General received individual complaints alleging widespread ADA violations in the Shelter Program. The District denies that there are widespread ADA violations in the Shelter Program.
3. The ADA applies to the District because it is a "public entity" as defined by title II of the ADA. 42 U.S.C. § 12131(1).
4. The Attorney General is authorized under 28 C.F.R. Part 35, Subpart F, to determine compliance with title II of the ADA and the Attorney General'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 Attorney General fail to secure voluntary compliance pursuant to Subpart F.
5. In order to avoid the burdens and expenses of possible litigation, the parties enter into this Settlement. Nothing in this Settlement shall constitute an admission of liability by the District or any other party.

6. In consideration of, and consistent with, the terms of this Settlement, the United States agrees to refrain from filing a civil suit in this matter regarding all matters contained within this Settlement, except as provided in the section entitled "Implementation and Enforcement."
7. In consideration of, and consistent with, the terms of this Settlement, the United States hereby releases and discharges the District from any claims, causes of action, costs, attorneys fees, demands and damages of any kind, known or unknown, relating to any allegations brought forth in the following complaints filed in the United States District Court for the District of Columbia: Anita Brown v. The Community Partnership for the Prevention of Homelessness and Families Forward, Inc., Docket # 08-01166 (ESH); Elaine Camp v. The Community Partnership for the Prevention of Homelessness and Families Forward, Inc., Docket # 08-01244 (RJL); and Norris and Dontieia Green v. The Community Partnership for the Prevention of Homelessness, Docket # 08-1243 (RJL).
8. This Settlement addresses the right of individuals with disabilities to equally access the Shelter Program. No provision of this Settlement shall be construed to create an entitlement to Shelter (either direct or implied) on the part of any individual or family.
9. No provision of this Settlement shall be construed to require the District to take any action with respect to its existing facilities where it can demonstrate that the action would result in a fundamental alteration in the nature of the Shelter Program or in undue financial and administrative burdens on the District.
10. The District expressly states that its contractors and subcontractors are not parties to this Settlement.

DEFINITIONS

11. "Auxiliary aids and services" shall have the definition set forth in the implementing regulation for title II of the ADA. *See* 28 C.F.R. § 35.104.
12. "Disability" shall have the definition set forth in the implementing regulation for title II of the ADA. *See* 28 C.F.R. § 35.104.
13. "Family" shall have the definition set forth in the Homeless Services Reform Act of 2005, DC Code § 4-751.01 (2005).
14. "Hypothermia Shelter" shall have the definition set forth in the Homeless Services Reform Act of 2005, DC Code § 4-751.01 (2005).

15. "Shelter" means "severe weather shelter," "low barrier shelter," and "temporary shelter" as those terms are defined in the Homeless Services Reform Act of 2005, DC Code 4-751.01 (2005).
16. "Shelter Program" means the services, programs, and activities for Shelter residents provided by the District directly or through contractual arrangements.
17. "Shelter Staff" means individuals who (a) provide services directly to individuals and families seeking Shelter and/or (b) administer the Shelter Program.

REMEDIAL ACTION

18. ADA Coordinator

- a. The District shall have at least one ADA Coordinator with responsibility for working with District officials and the Shelter Program to achieve ADA compliance in the Shelter Program. The ADA Coordinator(s) shall have prior relevant experience that demonstrates expertise and knowledge about the ADA.
- b. The ADA Coordinator(s), along with designated District officials, will coordinate the District's effort to comply with and carry out its responsibilities under this Settlement. These responsibilities shall include the investigation of any complaint communicated to the ADA Coordinator(s) alleging a failure to satisfy requirements under title II of the ADA in the Shelter Program. The District will make available to any interested individuals the name(s), office address(es), and telephone number(s) of the ADA Coordinator(s).

19. Notification

- a. Within ninety (90) days of the effective date of this Settlement, the District's Office of Disability Rights ("ODR") will revise the District's ADA notice to ensure that it provides sufficient notice of rights under title II of the ADA. ODR shall, at a minimum, ensure that the revised notice includes information on the complaint procedures available to an individual who wishes to allege a violation of title II of the ADA. The revised notices shall be posted in conspicuous locations in Shelters and in places frequented by individuals who are likely to use the Shelter Program, including District offices that provide benefits and services to low-income District residents. Copies shall also be provided to persons hired as Shelter Staff within ten (10) days of the commencement of their employment as Shelter Staff. The District will refresh the posted copies and update the contact information contained on the notice, as necessary, for the term of this Settlement. Copies of the notice shall be made available to any person upon request.

- b. Within one-hundred and twenty (120) days of the effective date of this Settlement, the District will require the Shelter Program to develop written procedures for providing information to Shelter clients concerning their rights and the District's obligations under title II of the ADA, and the District will provide a copy of these procedures to the United States.

20. Physical Accessibility of the Shelter Program

- a. The United States surveyed fifteen Shelters, including ten Shelters that the District identified as accessible to individuals with disabilities. The United States contends that none of the Shelters complied with the ADA Standards for Accessible Design (the "ADA Standards"). See Attachment 1.
- b. Within ninety (90) days of the effective date of this Settlement, the District will draft an interim physical access plan ("Interim Plan") for the Shelter Program. The Interim Plan shall identify those items described in Attachment 1 and in the District's own assessments that the District can address to increase access to the Shelter Program between the effective date of this Settlement and such time as the United States provides written notification to the District that the comprehensive physical access plan, described below, has been fully implemented. The District will provide the United States with a progress report on the Interim Plan no later than one-hundred and eighty (180) days after the effective date of this Settlement.
- c. Within (90) days of the effective date of this Settlement, the District shall draft a comprehensive physical access plan for the Shelter Program ("Comprehensive Plan"). The Comprehensive Plan shall detail the steps the District will take to ensure that the Shelter Program is readily accessible to and usable by individuals with physical disabilities within two (2) years of the District's initial implementation of the Comprehensive Plan, addressed in Paragraph 20(j) below. At a minimum, the Comprehensive Plan shall detail the steps the District will take to ensure that existing Shelters are modified,¹ or that new Shelters are created in

¹ Any Shelter facility that is designated for use by clients with physical disabilities under the Comprehensive Plan shall, at a minimum: (a) satisfy the requirements of Section 9.5.2(2)(a)-(f) of the ADA Standards, regardless of whether the facility has been altered; (b) have at least one of each type of common area at the facility readily accessible to and usable by individuals with physical disabilities; and (c) have at least one of each type of amenity offered to Shelter clients readily accessible to and usable by individuals with physical disabilities.

If satisfying these requirements at a Shelter facility designated for use by clients with physical disabilities under the Comprehensive Plan would be technically infeasible or would result in undue financial and administrative burdens to the District, then the Comprehensive Plan shall (a) provide a detailed written explanation of why that is the case, and (b) provide a detailed description of the alternative method(s) that the Shelter Program will utilize to ensure that all services, programs, and activities available to clients at that facility are readily accessible to and usable by clients with physical disabilities.

compliance with the ADA Standards, so that within two (2) years of the District's initial implementation of the Comprehensive Plan, addressed in Paragraph 20(j) below, individuals with physical disabilities have access to Shelters that are at least equivalent to those available to individuals who do not have physical disabilities. Thus, if the Comprehensive Plan does not require every Shelter to be in compliance with the ADA Standards, it must ensure that:

- i. the locations of the accessible Shelters are at least equivalent to the locations of the inaccessible Shelters with regard to the Shelters' proximity to various forms of public transportation and non-Shelter services that are frequently used by individuals residing at Shelters including, but not limited to, meal programs, employment assistance programs, health clinics, legal clinics, and government offices that administer or distribute benefits to low-income residents of the District;
 - ii. individuals with physical disabilities are not subjected to Shelter rules or requirements more burdensome than those used at inaccessible Shelters;
 - iii. individuals with physical disabilities have access to the Shelter Program in the most integrated setting appropriate to the needs of such individuals; and
 - iv. individuals with physical disabilities otherwise have equivalent access to the services, programs, and activities of the Shelter Program.
- d. Within ninety (90) days of the effective date of this Settlement, the District shall make the Comprehensive Plan available to interested persons including Shelter residents and organizations that represent Shelter applicants and residents. The District will seek comments and suggestions to improve the Comprehensive Plan for a minimum of forty-five (45) days (the "Comment Period").
- e. The District shall provide interested persons, including Shelter residents and organizations that represent Shelter residents, with advance written notice of the Comment Period. Methods of providing notice shall include prominent postings at Shelters and e-mail notification to organizations that represent Shelter residents. During the Comment Period, the District shall accept written comments in any form (including but not limited to e-mails) and maintain copies of all comments.
- f. The District will also hold at least one public hearing on the Comprehensive Plan during the Comment Period. The District will provide interested persons, including Shelter residents and organizations that represent Shelter residents, with

at least two weeks written notice of the hearing(s). Methods of providing such notice shall include prominent postings at Shelters and e-mail notification to organizations that represent Shelter residents. The proceedings of the hearing shall be transcribed.

- g. Within sixty (60) days of the end of the Comment Period the District shall review all public comments and, where appropriate, modify the Comprehensive Plan in response to those comments.
- h. Within sixty (60) days of the end of the Comment Period the District shall have the First Revised Comprehensive Plan sent to the United States by e-mail (or another mutually acceptable electronic format.) Along with the First Revised Comprehensive Plan the District shall forward to the United States by e-mail (or another mutually acceptable electronic format) the version of the Comprehensive Plan that was submitted for public comment, copies of all public comments, and a transcript of the public hearing(s).
- i. The United States will provide the District with a written response to the District's First Revised Comprehensive Plan. The District, within sixty (60) days of its receipt of the United States' response to the First Revised Comprehensive Plan, shall have a Second Revised Comprehensive Plan hand-delivered to the United States and sent to the United States by e-mail (or another mutually acceptable electronic format). The District shall include with the Second Revised Comprehensive Plan a detailed explanation of any disagreement or concern with the United States' response to the First Revised Comprehensive Plan.
- j. The United States will provide the District with a written response to the District's Second Revised Comprehensive Plan. Within sixty (60) days of its receipt of the United States' response, the District shall begin implementing all portions of the Second Revised Comprehensive Plan upon which the parties agree. If the United States and the District have been unable to reach agreement on all aspects of the Second Revised Comprehensive Plan within ninety (90) days of the United States' final response, then the provisions of Paragraph 32 shall apply as if the United States had provided the thirty (30) days notice required by that paragraph.
- k. If any portion of the Comprehensive Plan is affected by application of the historic property provision, *see* 28 C.F.R. § 35.150(a)(2), the District will include in the Comprehensive Plan a detailed written explanation that demonstrates how that provision applies.

1. The United States may, for good cause, provide written extensions of the deadlines set forth in this paragraph. The United States shall not unreasonably deny a request for such an extension.

21. Reasonable Modification of Shelter Policies and Procedures

- a. Within one-hundred and twenty (120) days of the effective date of this Settlement, the District will ensure that Shelter Program policies, practices, and trainings are created or modified to achieve the following:

- i. Notification of Right to Request Reasonable Modification

- (1) Each individual applying for Shelter shall be notified of his or her right to request a reasonable modification to a rule, policy, practice, or procedure because of his or her disability.
- (2) Intake forms provided to applicants shall include notification of the individual's right to request reasonable modification.

- ii. Processing of Reasonable Modification Requests

- (1) Any request for an exception, change, or adjustment to a Shelter Program rule, policy, practice, or procedure - on the basis of an individual's disability - shall be treated as a reasonable modification request. Such a request may be made to Shelter Staff by the individual requesting a reasonable modification, or by a representative authorized to act on the individual's behalf. An individual's request for reasonable modification shall not be denied on grounds that the individual failed to adhere to the District's procedures or forms for making such requests.
- (2) In response to a request for a reasonable modification, Shelter Staff shall only request disability-related information that: (1) is necessary to verify that the individual meets the ADA's definition of disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities), or, (2) describes the needed modification, or (3) shows the relationship between the individual's disability and the need for the requested modification.
- (3) When a requesting individual's disability is known to Shelter Staff, or is readily apparent, information about the disability shall not be requested unless it is necessary to evaluate the disability-related

need for the modification. Depending on the individual's circumstances, information verifying this need can usually be provided by the individual himself or herself. A doctor or other medical professional, a peer support group, a nonmedical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide such verification, consistent with federal privacy laws. In most cases, an individual's medical records or detailed information about the nature of an individual's disability are not necessary for this inquiry.

- (4) Once Shelter Staff have established that an individual meets the ADA's definition of disability, the request for documentation should seek only the information that is necessary to evaluate if the reasonable modification is needed because of a disability. Consistent with federal privacy laws, such information must be kept confidential and must not be shared with other persons unless they need the information to make or assess a decision to grant or deny a reasonable modification request or unless disclosure is required by law.
- (5) The District will create a mechanism so that it is notified of all Shelter Program decisions on reasonable modification requests within twenty four (24) hours.

iii. Timing of the Shelter Program's Response to a Reasonable Modification Request

- (1) The Shelter Program issues decisions on reasonable modification requests promptly.
- (2) Reasonable modification requests shall be granted immediately where the denial of the request is reasonably likely to cause serious harm to an individual with a disability.

iv. Recordkeeping for Reasonable Modification Requests

- (1) All documents related to reasonable modification requests filed after the effective date of this Settlement are retained for the term of this Settlement.

v. Miscellaneous

- (1) When Shelter Staff believe that an individual seeking Shelter or residing at a Shelter poses a direct threat to the health or safety of others due to a mental or physical disability, reasonable modifications which could eliminate that threat should be offered prior to denying Shelter to that individual.
- (2) Shelter Staff shall not require an individual with a disability to accept an accommodation, aid, service, opportunity, or benefit provided under title II of the ADA which that individual chooses not to accept.

b. Examples of reasonable modifications may include, but are not limited to:

- i. modifying a Shelter's rules concerning food storage or kitchen access for an individual who has special dietary needs due to a disability, if the individual requests such a modification;
- ii. modifying a Shelter's rules so that an individual with a disability can be in close proximity to an individual who provides him or her with medical assistance, if the individual with a disability requests such a modification;
- iii. modifying the placement of an individual's bed due to that individual's disability-related needs, if the individual requests such a modification; and
- iv. providing non-communal Shelter to a family who cannot reside in a communal Shelter due to a family member's disability, if the family requests such a modification.

c. Nothing in this Settlement shall be construed as requiring the District to ensure that the Shelter Program grants a reasonable modification request where the District or the Shelter Program can demonstrate that doing so will result in a fundamental alteration to the nature of the Shelter Program, an undue financial or administrative burden on the District, or in a direct threat to the health or safety of others.

22. Effective Communication

- a. Within ninety (90) days of the effective date of this Settlement the District will ensure that the Shelter Program takes the following actions to facilitate effective communication with Shelter applicants and clients who have disabilities related to speech, vision or hearing:

- i. obtain the necessary equipment, establish the written procedures, and provide the training necessary to ensure that the Shelter Program furnishes appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, and enjoy the benefits of, the Shelter Program;
 - ii. enter into contracts or make other arrangements with qualified sign language and oral interpreters to ensure their availability when required for effective communication with individuals who are deaf or hard of hearing; and
 - iii. require that whatever written information is provided to Shelter applicants or clients will also be provided in alternate formats - including large print or audio recording - upon request.
- b. In providing effective communication neither the District nor the Shelter Program is required to take any action that the District or the Shelter Program can demonstrate would result in a fundamental alteration in the nature of the Shelter Program or in undue financial and administrative burdens on the District. *See* 28 C.F.R. § 35.164.
- c. In determining what type of auxiliary aid and service is necessary, the District shall ensure that the Shelter Program gives primary consideration to the requests of the individual with disabilities. The Shelter Program shall honor the choice unless it can demonstrate that another effective means of communication exists or that use of the means chosen would not be required under 28 C.F.R. § 35.164.
- d. The District shall ensure that the Shelter Program documents all oral and written requests for auxiliary aids and services by Shelter applicants and clients, as well as any action taken by the Shelter Program in response to such requests.

23. Accessible Transportation To and Between Shelters

- a. Within ninety (90) days of the effective date of this Settlement, the District will ensure that the Shelter Program creates and implements a written plan to ensure that individuals with disabilities are not denied the services, programs and activities of the Shelter Program due to a lack of fully operational wheelchair accessible transportation vehicles, including the vehicles used to transport individuals to and between Hypothermia Shelters.

24. District Oversight of Contractors and Subcontractors that Provide Services for the Shelter Program

- a. Within one-hundred and twenty (120) days of the effective date of this Settlement, the District will create and implement procedures for ensuring that any contractor or subcontractor of the District providing services in the Shelter Program is providing those services in compliance with this Settlement and title II of the ADA. Such oversight procedures shall include, but not necessarily be limited to:
 - i. review of contractors or subcontractors written rules and procedures;
 - ii. scheduled and unscheduled visits to intake sites and Shelters. Such visits shall include inspection of clients' files and interviews with Shelter clients and applicants;
 - iii. review of Shelter denials;
 - iv. strict time limits for corrective action for any deficiencies discovered during monitoring; and
 - v. sanctions for contractors or subcontractors.
- b. The District shall promptly document all of its oversight activities.
- c. Documents the District creates or reviews under the requirements of this paragraph shall be subject to the requirements of Paragraphs 27 and 28 below.

25. Miscellaneous Accessibility Issues

- a. Within one-hundred and twenty (120) days of the effective date of this Settlement, the District will ensure that the Shelter Program creates and implements written procedures to achieve the following:
 - i. that individuals and families are not excluded from the Shelter Program or subjected to differential treatment in the provision of Shelter services based on an individual's disability, e.g., mental impairment, HIV disease, AIDS, or history of drug abuse (if the individual is not using drugs currently); and

- ii. that individuals are not denied meaningful access to medication necessitated by their disability. Shelters should provide a safe and secure location where medications can be stored, refrigerated (if necessary), and accessed by Shelter clients.

MISCELLANEOUS PROVISIONS

26. This Settlement shall not be construed to require the District to divulge confidential information relating to the current or future location of any confidential domestic violence shelters, beyond what is otherwise required by applicable law or what is necessary for the United States to effectively enforce this Settlement.
27. The District shall retain all records relating to the District's implementation of this Settlement and shall provide copies of such documents to the United States upon reasonable notice to the District. If the United States requests copies of records which the District seeks to withhold on the basis of confidentiality, attorney-client privilege, or work product privilege, the District shall provide the United States with a description of such records that complies with Rule 26(a)(5)(A) of the Federal Rules of Civil Procedure. In the event a third party requests records relating to the District's implementation of this Settlement from the United States, the United States will assert all applicable exemptions from disclosure permitted by law.
28. Except as otherwise specified in this Settlement, six (6) months after the effective date of this Settlement the District will submit written reports to the United States summarizing the actions the District has taken pursuant to this Settlement. The District will submit a second report one year after the effective date of this Settlement, and then annually thereafter for the term of this Settlement. The reports will include detailed photographs showing measurements, architectural plans, work orders, notices posted, and copies of adopted policies. The reports will also include current copies of the specific documents the District is required to maintain under this Settlement.
29. Throughout the term of this Settlement, consistent with 28 C.F.R. § 35.133(a), the District will maintain all accessible features of the Shelter Program required by law 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).
30. Training
 - a. Within one-hundred and twenty (120) days of the effective date of this Settlement, the District's Office of Disability Rights shall either create or approve a training program for Shelter Staff with a written curriculum, objectives, and

training schedule (the "Training"). The purpose of the Training will be to teach Shelter Staff about the District's duties, responsibilities, the Shelter Program's District-approved reasonable modification policy, and the Shelter Program's procedures under this Settlement, the ADA, and the ADA's implementing regulations.

- b. Training topics shall include, but not be limited to:
- i. an overview of title II of the ADA as it pertains to the Shelter Program;
 - ii. definition of the terms "disability" and "individuals with disabilities;"
 - iii. a discussion of mental and physical disabilities that are frequently encountered by Shelter Staff;
 - iv. the District's complaint procedure for the Shelter Program;
 - v. the provision of alternative facilities under the District's Interim Plan (while the Interim Plan is in effect);
 - vi. definition of the term "reasonable modification," and the District's obligation to ensure that reasonable modifications are made;
 - vii. the Shelter Program's District-approved reasonable modification policy, and the Shelter Program's procedures for requesting reasonable modifications and responding to such requests;
 - viii. the Shelter Program's District-approved effective communication policy and procedures, including procedures for providing auxiliary aids and services, including qualified interpreters;
 - ix. the Shelter Program's District-approved service animal policy and implementing procedures;
 - x. the Shelter Program's District-approved policy and procedures for accessible transportation to and between Shelters; and
 - xi. the District's obligations under this Settlement.
- c. The Training shall include group discussion of various scenarios that address the reasonable modification issues addressed above in Paragraph 21, including but not limited to the reasonable modification examples in Paragraph 21(b).

- d. The Shelter Program will provide the Training to newly hired staff, or have the newly hired staff review a video of a past Training, within 60 days of their entry date of service.
- e. The District shall ensure that the Shelter Program maintains a list of Shelter Staff and the date they received the Training.

31. All references to "days" shall mean calendar days, unless otherwise specified.

IMPLEMENTATION AND ENFORCEMENT

32. The United States may review compliance with this Settlement at any time. If the United States believes that the District has failed to comply in a timely manner with any requirement of this Settlement without obtaining sufficient advance written agreement with the United States for a modification of the relevant terms and/or that the District has violated title II of the ADA, the United States will so notify the District in writing and it will attempt to resolve the issue or issues in good faith. If the United States is unable to reach a satisfactory agreement with the District to resolve the issue or issues raised within thirty (30) days of the date it provides notice to the District, it may institute a civil action in federal district court to enforce the terms of this Settlement, or it may initiate appropriate steps to enforce title II of the ADA. Nothing in this paragraph shall be interpreted as limiting the United States' ability to take appropriate steps to enforce title II of the ADA where the United States can demonstrate that the District's actions are reasonably likely to cause immediate and serious harm to an individual with a disability and the United States has made a reasonable attempt to reach a satisfactory agreement with the District.
33. For purposes of the immediately preceding paragraph, it is a violation of this Settlement for the District to fail to comply in a timely manner with any of its requirements without obtaining sufficient advance written agreement with the United States for an extension of the relevant time frame imposed by this Settlement.
34. The United States shall be permitted to review the accessibility of any Shelter upon reasonable notice to the District's counsel.
35. Failure by the United States to enforce this entire Settlement or any provision thereof with regard to any deadline or any other provision herein will not be construed as a waiver of the United States' right to enforce other deadlines and provisions of this Settlement.
36. A copy of this document will be made available by the District or the United States on request by any interested person.

37. This Settlement 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 Settlement (including its Attachments, which are hereby incorporated by reference), will be enforceable. This Settlement is enforceable only by the parties, no person or entity is intended to be a third party beneficiary of the provisions of this Settlement for purposes of any civil, criminal, or administrative action, and, accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Settlement in any civil, criminal, or administrative action. This Settlement does not purport to remedy any other potential violations of the ADA or any other federal law. This Settlement does not affect the District's continuing responsibility to comply with all aspects of the ADA.
38. This Settlement does not affect or limit the United States' ability to enforce title III of the ADA against private entities which are affiliated with the District's Shelter Program.
39. This Settlement will remain in effect for three (3) years, except that Paragraph 20 and each paragraph related to the enforcement of Paragraph 20 shall remain in effect for five (5) years as to any Shelter facility where work required under the Comprehensive Plan has not been completed within three (3) years of the effective date of this Settlement.
40. The deadlines set forth in this Settlement shall be tolled for any Force Majeure Event. "Force Majeure Event" means any of the following that directly cause obligations under the Settlement not to be performed in a timely manner: An act of God, fire, earthquake, flood, explosion, war, invasion, acts of terrorism, insurrection, riot, mob violence, sabotage, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure or unavailability of transportation, strike, lockout, actions of labor unions, a taking by eminent domain, requisition, laws or orders of government or of civil, military or naval authorities, or any other federal or local governmental acts or omissions, or any other cause that is not within the reasonable control of the District or caused by the fault or negligence of the District.
41. The person signing for the District represents that he or she is authorized to bind the District to this Settlement.
42. The effective date of this Settlement is the date of the last signature below.

For the District of Columbia:

PETER J. NICKLES
Attorney General for the
District of Columbia

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Date: 12/10/08

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