

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
LUMPKIN COUNTY, GEORGIA
UNDER THE AMERICANS WITH DISABILITIES ACT

DJ # 204-19-227

I. BACKGROUND

A. SCOPE OF THE INVESTIGATION

The United States initiated this matter as a compliance review of Lumpkin County, Georgia (“Lumpkin County”), under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the United States Department of Justice’s (“Department’s”) implementing regulation, 28 C.F.R. Part 35.

The Disability Rights Section of the Department of Justice’s Civil Rights Division conducted this review of Lumpkin 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 of Justice’s title II regulation, 28 C.F.R. § 35.105;
- to notify applicants, participants, beneficiaries, and other interested people of their rights and Lumpkin County’s obligations under title II and the Department of Justice’s regulation, 28 C.F.R. § 35.106;
- to designate a responsible employee to coordinate its efforts to comply with and carry out 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. §§ 35.149-.150, by;
- delivering 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 and/or;

- making physical changes to buildings (required to have been made by January 26, 1995), in accordance with the Department of Justice’s title II regulation, 28 C.F.R. §§ 35.150-.151, and the 1991 ADA Standards for Accessible Design (1991 ADA Standards), 28 C.F.R. Part 36, App. D (2011) or the Uniform Federal Accessibility Standards (UFAS), 41 C.F.R. § 101-19.6, App. A, and the 2010 ADA Standards for Accessible Design (2010 Standards), 28 C.F.R. § 35.104;¹
- 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 of Justice’s title II regulation and 2) the 1991 ADA Standards or UFAS, or the 2010 ADA Standards, as applicable, 28 C.F.R. § 35.151;
- to ensure that communications with people with disabilities, including applicants, participants, and members of the public, 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 911 services, 28 C.F.R. § 35.162;
- to provide information for interested people with disabilities concerning the existence and location of County’s accessible services, activities, and facilities, 28 C.F.R. § 35.163(a); and
- to provide signage at all inaccessible entrances to any facility, directing users to an accessible entrance or to information about accessible facilities, 28 C.F.R. § 35.163(b).

The United States reviewed compliance with the ADA’s new construction and alterations requirements at the following facilities constructed or altered after January 26, 1992: Lumpkin County Justice Center, Lumpkin County Health Center, Timken Community Pavilion, Lumpkin County Law Enforcement Center, Lumpkin County Health Department, Animal Shelter and Pool Concession.

The program access review covered those of Lumpkin County’s programs, services, and activities that operate in the following facilities that were constructed prior to January 26, 1992: Lumpkin County Administration Building, Lumpkin County Library, Lumpkin County Administration Building, Annex A, Lumpkin County Administration Building, Annex B, 9th District Office, Senior Center, Lumpkin County Health Department, and Environmental Services.

The Department conducted a program access review of the following polling place: Auraria Community Club. This review was limited to the areas of the facilities used by the voting

¹ Section 35.104 defines the 2010 ADA Standards as the requirements set forth in appendices B and D to 36 C.F.R. part 1191 and the requirements contained in subpart D of 28 C.F.R. part 36.

public: parking, the route from the parking area to the area used for voting, and the area used for voting.

The United States reviewed Lumpkin County's emergency management and disaster prevention policies and Lumpkin County's sidewalk maintenance policies to evaluate whether people with disabilities have an equal opportunity to utilize these programs.

The United States reviewed Lumpkin County's Sheriff Department's policies and procedures regarding providing effective communication to people who are deaf or hard of hearing.

B. JURISDICTION

1. The ADA applies to Lumpkin County because it is a "public entity" as defined by title II, 42 U.S.C. § 12131(1).
2. The United States is authorized under 28 C.F.R. Part 35, Subpart F, to determine the compliance of County with title II of the ADA and the Department of Justice'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.
3. The parties to this Agreement are the United States of America and Lumpkin County, Georgia.
4. Based on its review of Lumpkin County's programs, services, activities, and facilities, the United States has concluded that qualified individuals with disabilities are, by reason of such disabilities, excluded from participation in, or are denied the benefits of many of Lumpkin County's programs, services, or activities, or are subjected to discrimination in violation of the ADA. The agreed upon remedial actions, below, are intended to remedy those violations.
5. In order to avoid the burdens and expenses of a further 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 paragraphs 7 through 47, except as provided in the section entitled "Implementation and Enforcement."

II. ACTIONS TAKEN BY LUMPKIN COUNTY

- a. Lumpkin County represents that it has taken actions to comply with the ADA and the Rehabilitation Act, including but not limited to the following;
- b. Lumpkin County received a HAVA (“Help America to Vote Act”) grant in 2007 to review its polling places. The grant provided that all polling places and voting machines be surveyed for accessibility. Lumpkin County worked with the Disability Resource Center of Georgia which reviewed all Lumpkin County polling places. The Disability Resource Center made recommendations to Lumpkin County that were adopted and implemented for greater accessibility at its’ polling places. Lumpkin County trains polls workers annually using materials provided by DOJ and Help America Vote, on sensitivity to voters with disabilities;
- c. Lumpkin County amended its employment policy to ensure that reasonable accommodations are provided to employees and applicants with disabilities;
- d. Lumpkin County implemented “*Lumpkin County Sheriff’s Office’s Policy on Effective Communication with People Who are Deaf or Hard of Hearing,*” which ensures effective communication with deaf and hard of hearing citizens. The policy also ensures that the jail and detention facility are equipped with TTY’s and videophones;
- f. Lumpkin County updated its non-discrimination policy and grievance procedures which is updated annually;
- g. Lumpkin County equipped each 9-1-1 call station with a TTY or computer equivalent; developed procedures for answering 9-1-1 calls that includes training all call takers to use a TTY or to take 9-1-1 calls, to recognize a “silent” open line as a potential TTY and respond by TTY; and ensures that TTY calls are answered quickly and accurately as other calls; and
- h. Lumpkin County’s homepage includes a link soliciting feedback from visitors to its websites on how to request accessible information and how to improve its website accessibility.

III. REMEDIAL ACTION

A. NOTIFICATION

7. Lumpkin County provided the Department with its Notice under the ADA, Attachment A (Notice); and continues to: (1) distribute it to all its agency heads; (2) post it on its internet Home Page; and (3) post it in conspicuous locations in its public buildings. Lumpkin County will refresh each posted Notice, and update the contact information contained on each Notice, as necessary, during the term of this Agreement. Lumpkin County will provide the Notice to any person upon request.
8. Within three (3) months of the effective date of this Agreement, and annually thereafter, Lumpkin County will implement and send the United States its written procedures to

inform interested people with disabilities of the existence and location of Lumpkin County's accessible programs, services, and activities.

B. INDEPENDENT LICENSED ARCHITECT

9. Within three (3) months of the effective date of this Agreement, Lumpkin County will retain an Independent Licensed Architect (ILA), approved by the United States, who is knowledgeable about the architectural accessibility requirements of the ADA and the Rehabilitation Act. The ILA must act independently to certify whether any alterations, additions, or modifications made by the County during the term of this Agreement comply with the applicable standard pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c). Lumpkin County will bear all costs and expenses of retaining and utilizing the ILA, including the costs and expenses of any consultants and staff. Lumpkin County will compensate this ILA without regard to the outcome.
10. In issuing certifications pursuant to this Agreement, the ILA will impartially prepare reports with photographs identifying that the violation has been remediated and will use the certification form at Attachment O. The ILA will be considered a neutral inspector for purposes of issuing certifications of compliance and will be reasonably available to the United States to discuss findings in the reports, photographs, and certifications. The United States may also, in its discretion, provide technical assistance to the ILA throughout the term of this Agreement. Upon request by the United States, Lumpkin County will provide prior notice to the United States of inspections by the ILA to allow representatives of the United States to be present.
11. Lumpkin County will submit ILA certifications along with its reporting requirements as set forth in this Agreement.

C. GENERAL EFFECTIVE COMMUNICATION PROVISIONS

12. Within twelve (12) months of the effective date of this Agreement, Lumpkin County will identify sources of qualified sign language and oral interpreters, qualified readers, real-time transcription services, and vendors able to put documents in Braille. Within this time Lumpkin County will implement and report to the United States its written procedures, with time frames, for fulfilling requests for sign language or oral interpreters, qualified readers, real-time transcription services, and documents in alternate formats, including Braille, large print, cassette tapes, and accessible electronic format (*e.g.*, HTML).
13. Lumpkin County will continue to ensure that all appropriate employees are trained and practiced in using the Georgia Relay Service to make and receive calls, and report to the United States the details of the trainings and employees trained.

D. POLLING PLACES

14. Some Lumpkin 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 therefore they must provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit future enforcement action against the owners or operators of these polling places.
15. Before designating any new polling place, Lumpkin County will survey the polling place using the survey instrument at Attachment F to determine whether it has 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. If Lumpkin County finds any barriers, Lumpkin County will not use the polling place until all barriers have been remedied.
16. The United States surveyed some of Lumpkin County's polling places. Barriers to access at polling places owned by Lumpkin County and the dates by which Lumpkin County will remove barriers are listed in Attachments E.
17. Within one (1) year of the effective date of this Agreement, the ILA hired by Lumpkin County will survey all polling facilities listed in Attachment E to determine whether the listed barriers have been removed. If each listed barrier has not been removed, then, for that polling place, Lumpkin County will identify within eighteen (18) months of the effective date of this Agreement an alternate fully accessible polling place; and comply with paragraph 15 in doing so. Lumpkin County will immediately change its polling place to the alternative location. Lumpkin County will remove barriers at each polling place identified in Attachment E or substitute an alternative accessible polling place before the next election occurring eighteen (18) months or later after the effective date of this Agreement.
18. Within six (6) months of the effective date of this Agreement, using the survey instrument at Attachment F, the ILA hired by Lumpkin County will survey all polling places not surveyed by the United States 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. For each surveyed polling place, Lumpkin County will then either (1) remove all barriers to access by people with disabilities or have the ILA confirm this to the United States or (2) identify an alternate polling place with no barriers to access by people with disabilities and comply with paragraph 15 in doing so. Lumpkin County will then take immediate steps to change each new inaccessible polling place to an alternative accessible location. Lumpkin County will remove barriers at each polling place the United States did not survey and have the ILA confirm this or substitute an alternative accessible polling place before the next election occurring nine (9) months or later after the effective date of this Agreement.
19. Until all polling places in each precinct or voting district have accessible parking, accessible routes to the accessible entrance, accessible entrances, accessible interior routes to the voting area, and an accessible voting area, prior to each election, Lumpkin County will identify and widely publicize to the public, people with disabilities, and organizations

serving people with disabilities the most accessible polling place(s) in each precinct and voting district.

20. Within three (3) months of the effective date of this Agreement, Lumpkin County will provide Election Day balloting for voters with disabilities whose assigned polling place has accessibility barriers. The method for providing these opportunities may include implementing temporary remedies to make the polling place accessible on election day, allowing the individual to vote at another nearby accessible polling place, 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), to vote curbside at the inaccessible polling place, or to vote by any other method that affords the same degree of information as is available to others.
21. Within six (6) months of the effective date of this Agreement, the ILA hired by Lumpkin County will survey its voter registration locations for accessibility using the form at Attachment F. The ILA will report the results of this survey to the United States. If Lumpkin County identifies barriers to access, then Lumpkin County will remove the barriers and have the ILA confirm the same to the United States or report to the United States its plan to provide program access that may include allowing people to register to vote through alternative means or at alternative locations verified to be accessible by the ILA. This provision does not modify, alter, or change Lumpkin County's obligations under the National Voter Registration Act of 1993, 42 U.S.C. § 1973gg-5(a).

E. EMERGENCY MANAGEMENT PROCEDURES AND POLICIES

22. Lumpkin County's Emergency Operations Plan (EOP) must comply with the ADA. Lumpkin County will use Chapter 7 of the Department of Justice's *ADA Best Practices Tool Kit for State and Local Government (ADA Tool Kit)* to address ADA obligations of emergency management, including planning, preparedness, evacuation, shelters, medical and social services, lodging and housing programs, recovery, and rebuilding.
23. Within sixty (60) days of the effective date of this Agreement, Lumpkin County will incorporate the provisions of Chapter 7 of the *ADA Tool Kit* into its EOP and provide a copy (including supporting documents) to the United States.
24. Lumpkin County's EOP will include the following:
 - a. procedures to solicit, receive, and use input from people with a variety of disabilities on its emergency management plan (preparation, notification, response, and clean-up);
 - b. community evacuation plans to enable people who have mobility disabilities, are blind or have low vision, are deaf or hard of hearing, have cognitive disabilities, mental illness, or other disabilities to safely self-evacuate or be evacuated by others;
 - c. if it's emergency warning system uses sirens or other audible alerts, then procedures to effectively inform people who are deaf or hard of hearing of an impending disaster;

- d. a requirement that emergency shelters have a back-up generator and a way to keep medications refrigerated (such as a refrigerator or a cooler with ice). Access to back-up power and refrigeration at such shelters will be made available to people 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 people of the location of such shelters;
- e. procedures ensuring that people 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 segregate people who use service animals from others but may take into account the potential presence of people who, for safety or health reasons, should not be in contact with certain types of animals; and
- f. plans for providing equivalent opportunities for accessible post-emergency temporary housing to people with disabilities. Lumpkin 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.

F. SIDEWALKS

- 25. Within three (3) months of the effective date of this Agreement, Lumpkin County will implement and report to the ILA and the United States its written process for requesting and receiving input from people with disabilities regarding the accessibility of its sidewalks, including requests to add curb cuts at particular locations.
- 26. Within three (3) months of the effective date of this Agreement, Lumpkin County will identify and report to the ILA and the United States: (1) a plan for identifying all streets, roads, and highways that have been constructed or altered since January 26, 1992; and (2) a timetable for providing curb ramps or other sloped areas complying with the applicable architectural standards at all intersections of those streets, roads, and highways that have been constructed or altered since January 26, 1992, that have curbs or other barriers from a street level pedestrian walkway. The plan and timetable must be approved by the United States and will specify completion of all required curb ramps or other sloped areas complying with the applicable architectural standards within three (3) years.
- 27. Within three (3) years of the effective date of this Agreement, Lumpkin County will provide curb ramps or other sloped areas complying with the applicable architectural standards as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below, at all intersections of the streets, roads, and highways constructed or altered since January 26, 1992, that have curbs or other barriers from a street level pedestrian walkway.

Date of Construction or Alteration	Applicable Standards
Before September 15, 2010	1991 ADA Standards or UFAS
On or after September 15, 2010, and before March 15, 2012	1991 ADA Standards, UFAS, or 2010 ADA Standards
On or after March 15, 2012	2010 ADA Standards

Annually, the ILA will confirm to the United States that Lumpkin County has provided curb ramps or other sloped areas where required that are in compliance with the applicable architectural standards in accordance with the approved plan and timetable.

28. Immediately upon the effective date of this Agreement, Lumpkin County will provide curb ramps or other sloped areas complying with the 2010 ADA Standards at any intersection having curbs or other barriers to entry from a street level pedestrian walkway, whenever a street, road, or highway is constructed or altered. Annually, the ILA will confirm to the United States that Lumpkin County has provided curb ramps or other sloped areas where required that are in compliance with the 2010 ADA Standards.
29. Within three (3) months of the effective date of this Agreement, Lumpkin County will identify and report to the ILA and the United States: (1) a plan for identifying all street level pedestrian walkways that have been constructed or altered since January 26, 1992; and (2) a timetable for providing curb ramps or other sloped areas complying with the applicable architectural standards at all places where those street level pedestrian walkways constructed or altered since January 26, 1992, intersect with a street, road, or highway. The plan and timetable must be approved by the United States and will specify completion of all required curb ramps or other sloped areas complying with the applicable architectural standards within three (3) years.
30. Within three (3) years of the effective date of this Agreement, Lumpkin County will provide curb ramps or other sloped areas complying with the applicable architectural standards as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below, at all places where a street level pedestrian walkway constructed or altered since January 26, 1992, intersects with a street, road, or highway.

Date of Construction or Alteration	Applicable Standards
Before September 15, 2010	1991 ADA Standards or UFAS
On or after September 15, 2010, and before March 15, 2012	1991 ADA Standards, UFAS, or 2010 ADA Standards
On or after March 15, 2012	2010 ADA Standards

Annually, the ILA will confirm to the United States that Lumpkin County has provided curb ramps or other sloped areas where required that are in compliance with the applicable architectural standards in accordance with the approved plan and timetable.

31. Immediately upon the effective date of this Agreement, Lumpkin County will provide curb ramps or other sloped areas complying with the 2010 ADA Standards at all newly constructed or altered pedestrian walkways where they intersect a street, road, or highway. Annually, the ILA will confirm to the United States that Lumpkin County has provided curb ramps or other sloped areas where required that are in compliance with the 2010 ADA Standards.

G. WEB-BASED SERVICES AND PROGRAMS

32. Within one (1) month of the effective date of this Agreement, Lumpkin County will:
 - a. Designate an employee as the web accessibility coordinator for Lumpkin County who will be responsible for coordinating Lumpkin County's compliance with the requirements of Section G of this Agreement. The web accessibility coordinator shall have experience with the requirements of title II of the ADA, the Web Content Accessibility Guidelines (WCAG) version 2.0, and website accessibility generally; and
 - b. Retain an independent consultant, approved by the United States, who is knowledgeable about accessible website development, title II of the ADA, and WCAG 2.0 to evaluate Lumpkin County's website and any proposed online services for compliance with the ADA and, at minimum, WCAG 2.0 Level A and Level AA Success Criteria and other Conformance Requirements (WCAG 2.0 AA), and who shall be responsible for the annual website accessibility evaluation. Lumpkin County will bear all costs and expenses of retaining and utilizing this independent consultant, including the costs and expenses of any staff. Lumpkin County will compensate this independent consultant without regard to the outcome.
33. Within two (2) months of the effective date of this Agreement, and annually thereafter, Lumpkin County will:
 - a. Adopt, implement, and post online a policy that its web pages will comply with WCAG 2.0 AA, published by the World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), available at www.w3.org/TR/WCAG;
 - b. Distribute the policy to all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;
 - c. Provide training to website content personnel on how to conform all web content and services with, at minimum, WCAG 2.0 AA, title II of the ADA, and the terms of this Agreement;
 - d. Incorporate provisions ensuring that all of Lumpkin County's webpage's comply with WCAG 2.0 AA into the performance evaluations of the web accessibility coordinator and

all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;

- e. Assess all existing web content and online services for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests of its website and all online services, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers;
 - f. Provide a notice, prominently and directly linked from its homepage, instructing visitors to its websites on how to request accessible information. The link shall provide several methods to request accessible information, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website; and
 - g. Continue to provide a notice, prominently and directly linked from its homepage, soliciting feedback from visitors to its websites on how to improve website accessibility. The link shall provide several methods to provide feedback, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website.
34. Within three (3) months of the effective date of this Agreement, Lumpkin County will:
- a. Ensure that its websites and all online services, including those websites or online services provided by third parties upon which Lumpkin County relies to provide services or content, comply with, at minimum, WCAG 2.0 AA; and
 - b. Assess all proposed online services before they are made available to the public for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers.

H. NEW CONSTRUCTION, ALTERATIONS, AND PHYSICAL CHANGES TO FACILITIES

- 35. Any construction or alterations to Lumpkin County buildings and facilities by it or on its behalf will fully comply with the requirements of 28 C.F.R. § 35.151, including applicable architectural standards.
- 36. The parts of a County facility that do not comply with the 2010 ADA Standards (or the 1991 ADA Standards, as applicable), as listed Attachments E, I, J and K prevents people with disabilities from fully and equally enjoying 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.

- 37. All architectural changes by Lumpkin County or on its behalf made on or after March 15, 2012, must comply with the 2010 ADA Standards.
- 38. In the event that Lumpkin County has already undertaken an alteration, addition, or other modification to any element identified in Attachments or otherwise after January 26, 1992, and prior to the Effective Date of this Agreement, Lumpkin County will submit, within six (6) months, a written report to the ILA and the United States pursuant to paragraph 44 below summarizing the actions taken and providing evidence establishing each individual element’s compliance with the applicable architectural standard as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below:

Date of Construction or Alteration	Applicable Standards
Before September 15, 2010	1991 ADA Standards or UFAS
On or after September 15, 2010, and before March 15, 2012	1991 ADA Standards, UFAS, or 2010 ADA Standards
On or after March 15, 2012	2010 ADA Standards

- 39. Within three (3) months of the effective date of this Agreement, Lumpkin County will install signs identifying the accessible entrances that comply with 28 C.F.R. § 35.163(b), after having an ILA survey 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.
- 40. Newly Constructed Facilities: Lumpkin County will take the actions listed in Attachments I and M to make the newly constructed parts of Lumpkin County facilities for which construction was commenced after January 26, 1992, readily accessible to and usable by people with disabilities.
- 41. Altered Facilities: Lumpkin County will take the actions listed in Attachments J and M to make the altered parts of Lumpkin County facilities for which alterations commenced after January 26, 1992, readily accessible to and usable by people with disabilities.
- 42. Program Access in Existing Facilities: Lumpkin County will take the actions listed in Attachments K and M to make each of Lumpkin County’s programs, services, and activities operating at a facility that is the subject of this Agreement, when viewed in its entirety, readily accessible to and usable by people with disabilities.
- 43. Facilities and Programs that the United States Did Not Survey: Lumpkin County will review compliance with the requirements of title II of the ADA for those Lumpkin County facilities and programs that the United States did not survey or review. The ILA will survey all Lumpkin County’s facilities for compliance with title II of the ADA that the United States did not survey. Within one (1) year of the effective date of this Agreement,

Lumpkin County will submit to the United States a detailed report from the ILA listing the access issues identified during the ILA's review together with the corrective actions and completion dates proposed to resolve such issues. The proposed completion dates may be no later than six (6) months prior to the termination of this Agreement. The survey conducted by the ILA, the access issues identified, and the corrective actions and completion dates proposed will be consistent with the requirements of title II of the ADA; the review of Lumpkin County facilities and programs conducted by the United States for purposes of this Agreement; and the access issues, corrective actions, and completion dates reflected in Attachments I, J, K, and M.

IV. MISCELLANEOUS PROVISIONS

44. Except as otherwise specified in this Agreement, six (6) months after the effective date of this Agreement and annually thereafter until it expires, Lumpkin County will submit written reports to the United States summarizing its actions pursuant to this Agreement. Reports will include reports with certifications from the ILA, photographs showing measurements, architectural plans, notices published in the newspaper, and copies of adopted policies, among other things.
45. Throughout the term of this Agreement, consistent with 28 C.F.R. § 35.133(a), Lumpkin County will maintain the accessibility of its programs, activities, services, facilities, and equipment, including routinely testing accessibility equipment and routinely auditing the accessibility of its programs and facilities. This provision, however, does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).
46. Within six (6) months of the effective date of this Agreement, Lumpkin County will submit for pre-approval by the United States a proposed training program, lasting at least half a day, on the requirements of the ADA and appropriate ways of serving people with disabilities. The submission will include a description of the training, the agenda, any handouts, and the name, title, and address of the trainer.
47. Within one (1) year of the effective date of this Agreement and annually thereafter, after approval of the training program by the United States, all Lumpkin County employees who have direct contact with members of the public will be trained for at least a half day on the requirements of the ADA and appropriate ways of serving people with disabilities. Within thirty (30) days after each training Lumpkin County will submit to the United States the list of employees trained.

V. IMPLEMENTATION AND ENFORCEMENT

48. Lumpkin County may seek to modify this Agreement because of changed conditions making performance impossible by notifying the United States in writing, setting forth the modification and the facts to support it. Until the United States agrees to the modification in writing, no modification will take effect. The United States' agreement will not be unreasonably withheld.

49. The United States may review compliance with this Agreement at any time. Lumpkin County will cooperate with the United States. If the United States believes that Lumpkin County has failed to comply with this Agreement, then the United States will notify Lumpkin County in writing. If, after 30 days of providing Lumpkin County with written notice of non-compliance, the United States determines that Lumpkin County has failed to come into compliance, the United States may institute a civil action in federal district court to enforce the terms of this Agreement and may take appropriate steps to enforce title II.
50. It is a violation of this Agreement for Lumpkin County to fail to comply in a timely manner with any of the requirements of this Agreement.
51. Failure by the United States to enforce any provision of this Agreement is not a waiver of the United States' right to enforce any provisions of this Agreement.
52. This Agreement is a public document. Lumpkin County will provide a copy of this Agreement to any person, upon request.
53. This Agreement (including its Attachments) is 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 will be enforceable. This Agreement does not remedy any other potential violations of the ADA or other federal law. This Agreement does not relieve Lumpkin County of its continuing obligation to comply with all aspects of the ADA.
54. This Agreement will remain in effect for three (3) years.
55. The person signing for Lumpkin County represents that he is authorized to bind Lumpkin County to this Agreement.
56. The effective date of this Agreement is the date of the last signature below.

For Lumpkin County:

CHRISTOPHER DOCKERY
Chairman
99 Courthouse Hill, Suite H
Dahlonega, GA 30533

By: /s/ Christopher Dockery

Date: 21 July 2015

For the United States:

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