

**SETTLEMENT AGREEMENT BETWEEN**  
**THE UNITED STATES OF AMERICA**  
**AND**  
**NEWARK, NEW JERSEY**  
**UNDER THE AMERICANS WITH DISABILITIES ACT**  
**DJ 204-48-254**

**BACKGROUND**

***SCOPE OF THE INVESTIGATION***

The United States Department of Justice (Department) initiated this matter as a compliance review of the City of Newark, New Jersey (City) 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 City 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 City'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 City'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 City'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,
  - 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. § 35.151, 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 City'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:

- Fire Department - Training Center & Engine 12
- James & Gibson Recreation & **Aquatic Center**
- Traffic & Signals Department

- City Clerk Storage
- Fire Station - Engine 29
- John F. Kennedy Aquatic Center
- North End Branch Library
- Public Health Services
- Vailsbur Branch Library
- Van Buren Branch Library

The Department's program access review covered those of the City's programs, services, and activities that operate in the following facilities:

- Branch Brook Branch Library
- City Hall
- City Museum
- Neighborhood & Recreation Services
- Neighborhood Services - Division of Inspections & Code Enforcement
- East District Police Station
- Fire Department Headquarters
- Fire Station - Engine 5
- Fire Station - Engine 6 & 11
- Fire Station - Engine 7
- Fire Station - Engine 9
- Fire Station - Engine 13
- Fire Station - Engine 14

- Fire Station - Engine 15
- Fire Station - Engine 16
- Fire Station - Engine 17
- Fire Station - Engine 18
- Fire Station - Engine 19
- Fire Station - Engine 21 & 26
- Fire Station - Engine 27
- Fire Station - Engine 28
- First Avenue Branch Library
- Hayes Park West - Recreational Facility
- Health & Human Services
- James & Gibson **Recreation & Aquatic Center**
- John F. Kennedy Recreation Center
- Mother Nellie Grier Senior Citizens Center
- Municipal Court - Annex Building
- North District Police Station
- North District Police Sub-Station
- Police Emergency Bureau
- Police Headquarters
- Public Library Main Branch
- Roseville Branch Library
- Rotunda Recreation Center

- South District Police Station
- South District Police Sub-Station
- St. Peter's Recreation Center
- Symphony Hall
- Water & Sewer
- Weequahic Branch Library
- Welfare Building
- West District Police Station
- West District Police Sub-Station

The Department conducted a program access review of the following polling places:

- Fire Department Headquarters
- Fire Station - Engine 5
- Fire Station - Engine 6 & 11
- Fire Station - Engine 14
- Fire Station - Engine 15
- Fire Station - Engine 16
- Fire Station - Engine 17
- Fire Station - Engine 18
- Fire Station - Engine 19
- Fire Station - Engine 21 & 26
- Fire Station - Engine 27
- Fire Station - Engine 28

- Fire Station - Engine 29

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:

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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 policies and procedures regarding voting, 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 City's Police Department policies and procedures regarding providing effective communication to persons who are deaf or hard-of-hearing.

### ***JURISDICTION***

1. The ADA applies to the City 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 City 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 City'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 City 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 the City of Newark, New Jersey.
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 CITY**

7. **Reserved.**

#### **REMEDIAL ACTION**

##### ***NOTIFICATION***

8. Within eight months of the effective date of this Agreement, the City will adopt the attached Notice (Attachment A); distribute it to all agency heads; publish the Notice in a local newspaper of general circulation serving the City; post the Notice on its Internet Home Page; and post copies in conspicuous locations in its public buildings. It will refresh the posted copies, and update the contact information contained on the Notice, as necessary, for the life of this Agreement. Copies will also be provided to any person upon request.
9. Within one year of the effective date of this Agreement, and on yearly anniversaries of this Agreement until it expires, the City will implement and report to the Department its written procedures for providing information for interested persons with disabilities concerning the existence and location of the City's accessible programs, services, and activities.

##### ***ADA COORDINATOR***

10. Within six months of the effective date of this Agreement, the City will appoint or hire one or more ADA Coordinator(s). The ADA Coordinator(s) will coordinate the City's effort to comply with and carry out its responsibilities under the ADA, including any investigation of complaint communicated to it alleging its noncompliance with title II or alleging any actions that would be prohibited under title II. The City/County will make available to all interested individuals the name(s), office address(es), and telephone number(s) of the ADA Coordinator(s).

### ***GRIEVANCE PROCEDURE***

11. Within nine months of the effective date of this Agreement, the City will adopt the attached ADA Grievance Procedure (Attachment B), distribute it to all agency heads, and post copies of it in conspicuous locations in each of its public buildings. It will refresh the posted copies, and update the contact information contained on it, as necessary, for the life of the Agreement. Copies will also be provided to any person upon request.

### ***GENERAL EFFECTIVE COMMUNICATION PROVISIONS***

12. Within nine months of the effective date of this Agreement, the City 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 City will take steps to ensure that all appropriate employees are trained and practiced in using the New Jersey Relay Service to make and receive calls.

### ***9-1-1***

14. Within nine months of the effective date of this Agreement, the City will ensure that each 9-1-1 call station is equipped with a TTY or computer equivalent.
15. Within nine months of the effective date of this Agreement, the City 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 City will monitor its incoming 9-1-1 TTY calls to ensure they are answered as quickly and accurately as other calls received.
17. The City 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 City will implement and report to the Department its evaluation and procedures within nine months of the effective date of this Agreement.

### ***LAW ENFORCEMENT AND EFFECTIVE COMMUNICATION***

18. Within nine months of the effective date of this Agreement, the City will adapt for its own use and implement the City of Newark Police Department's Policy Statement on Effective Communication with People Who are Deaf or Hard of Hearing [Attachment C] and distribute to all police officers the *Guide for Law Enforcement Officers When in Contact with People Who are Deaf or Hard of Hearing* [Attachment D].
19. Within nine months of the effective date of this Agreement, the City 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 Police Department or make other appropriate arrangements (such as contracting directly with or hiring qualified interpreters).
20. Within nine months of the effective date of this Agreement, the City will ensure that each police station or substation and each jail 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 City 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 nine months of the effective date of this Agreement, the City 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 City:
  - 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 City 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 City's selection criteria have the effect of disqualifying an individual because of disability, those criteria will be job-related and consistent with business necessity.

### *VOTING*

22. Until all polling places in each precinct or voting district have accessible parking, exterior routes, entrances, and interior routes to the voting area, prior to each election, the City 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.
23. Within nine months of the effective date of this Agreement, the City will provide opportunities for same-day balloting for voters with disabilities whose assigned polling place does not have accessible parking, exterior route, entrance, and interior route to the voting area. The method for providing these opportunities may include allowing the individual to vote at another nearby location that is accessible, 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), provide curbside voting at the inaccessible polling place, or any other method that ensures that disabled voters have the same degree of information available to them when casting their ballots as others.
24. Within 18 months of the effective date of this Agreement, the City will develop and implement a way for persons who are blind or have low vision to vote independently and privately, whether through ballots and instructions in alternate formats (in-person and absentee), Braille templates and audio instructions, the provision of accessible voting machines, or some other method.
25. Within nine months of the effective date of this Agreement, the City 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 City will implement and report the Department its plan to provide program access, which may include allowing persons to register to vote through alternative means or at alternative locations.

26. Within nine months of the effective date of this Agreement, the City will make all voter registration materials available in alternate formats, including Braille, large print, audio tape, and computer disk.
27. Starting nine months from the effective date of this Agreement, when the City purchases or otherwise acquires new voting machines, one such newly-acquired machine per polling location will be the most accessible model for persons with disabilities (including those with mobility and visual impairments) that has been approved for City use by the applicable governing authority (e.g., State Secretary of Elections or other such official).
28. Starting nine months from the effective date of this Agreement, when setting up its voting equipment, the City will ensure that the equipment's accessibility to persons with disabilities is maximized, such as setting up table-top equipment on accessible tables and within the reach ranges required by the Standards, as shown in Attachment E.
29. Within the month prior to the next election that utilizes the City's polling places, and at yearly anniversaries of the effective date of this Agreement until it expires, the City 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***

30. If the City 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 City will ensure that the other entity complies with the following provisions on its behalf.
31. Within nine months of the effective date of this Agreement, the City 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).
32. Within nine months of the effective date of this Agreement, the City 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 City 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 City plan should address accessible transportation needs for persons with disabilities.

33. Within nine months of the effective date of this Agreement, the City 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.
34. Within nine months of the effective date of this Agreement, the City 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).
35. Within nine months of the effective date of this Agreement, the City 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.
36. Some of the of the City'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.
37. Within seven month of the effective date of this Agreement, the City will request in writing that each of the owners and operators of the shelter facilities listed in Attachment F will remove the noted barriers to access for persons with disabilities. The request will specify that the remediation be completed within one year of the effective date of this

Agreement. The City will simultaneously send a courtesy copy of the request to the Department.

38. Within 20 months of the effective date of this Agreement, the City will survey the shelters listed in Attachment F to determine whether the noted barriers have been removed. If not all barriers have been removed, the City will identify within two years of the effective date of this Agreement an appropriate number of alternate shelters where the parking, exterior routes, entrances, interior routes to the shelter area, and toilet rooms to the shelter area comply with the Standards.
39. Within nine 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 City 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 City provides opportunities for post-emergency temporary housing to its residents, within nine 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 one year of the effective date of this Agreement, the City 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 nine months of the effective date of this Agreement, the City 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 nine months of the effective date of this Agreement, the City 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 City 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 nine months after the effective date of this Agreement, the City 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 nine months of the effective date of this Agreement, the City 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 City 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 nine months after the effective date of this Agreement, the City 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 seven months of the effective date of this Agreement, and on subsequent anniversaries of the effective date of this Agreement, the City 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 City (Internet Personnel) the technical assistance document, “Accessibility of State and Local Government Websites to People with Disabilities,” which is Attachment G to this Agreement (it is also available at [www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm)).
47. Within nine months of the effective date of this Agreement, and throughout the life of the Agreement, the City 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 City'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 City 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 City will comply with the cited provisions of the Standards when taking the actions required by this Agreement.
50. Within nine months of the effective date of this Agreement, the City 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 following spaces and elements in City facilities, for which construction was commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the City will take the actions listed in Attachment I.
52. Altered Facilities: In order to ensure that the following spaces and elements in City facilities, for which alterations commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the City will take the actions listed in Attachment J.
53. Program Access in [City/County] Existing Facilities: In order to ensure that each of the City'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 City will take the actions listed in Attachment K.

### ***PROGRAM MODIFICATIONS***

54. Access to City Programs Housed in Others' Facilities: In order to ensure that the City's programs, services, and activities that are the subject of this Agreement and that are operated by the City 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 City will take the actions listed in Attachment L.

### ***PROGRAMS FOR VICTIMS OF DOMESTIC ABUSE***

55. **Reserved**

## ***DOMESTIC VIOLENCE SHELTERS***

56. **Reserved.**

## ***MISCELLANEOUS PROVISIONS***

57. Except as otherwise specified in this Agreement, at yearly anniversaries of the effective date of this Agreement until it expires, the City will submit written reports to the Department summarizing the actions the City 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.
58. Throughout the life of this Agreement, consistent with 28 C.F.R. § 35.133(a), the City 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).
59. Within one year of the effective date of this Agreement, the City will develop or procure a two-hour training program on the requirements of the ADA and appropriate ways of serving persons with disabilities. The City 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.
60. Within 18 months of the effective date of this Agreement, the City will deliver its training program to all City employees who have direct contact with members of the public. At the end of that period, the City 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**

61. If at any time the City 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.

62. The Department may review compliance with this Agreement at any time. If the Department believes that the City 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 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 City, 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
63. For purposes of the immediately preceding paragraph, it is a violation of this Agreement for the City 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.
64. 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.
65. 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 City or the Department on request.
66. 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 City's continuing responsibility to comply with all aspects of the ADA and section 504 of the Rehabilitation Act.
67. This Agreement will remain in effect for three and a half years.

- 68. The person signing for the City represents that he or she is authorized to bind the City to this Agreement.
- 69. The effective date of this Agreement is the date of the last signature below.

For the City of Newark, New Jersey:

By: \_\_\_\_\_  
 SHARPE JAMES,  
 Mayor

CERTIFIED AS TO FORM & LEGALITY

\_\_\_\_\_  
 Jo-ANNE Y. WATSON, Corporation  
 Counsel

\_\_\_\_\_  
 JAMES D. ADAMS, Director  
 Department of Engineering

ATTEST:

\_\_\_\_\_  
 ROBERT P. MARASCO, City Clerk  
 (Corporate Seal)

Date: \_\_\_\_\_

For the United States:

Wan J. Kim,  
 Assistant Attorney General for Civil Rights

By: \_\_\_\_\_

JOHN L. WODATCH, Chief  
 JEANINE WORDEN, Deputy Chief  
 MARY LOU MOBLEY, Senior Counsel  
 NAOMI MILTON, Supervisory Attorney  
 CHARLES HARVEY, Investigator  
 MARK J. MAZZ, Architect  
 MICHELE ANTONIO MALLOZZI, Architect  
 U.S. Department of Justice  
 Civil Rights Division  
 950 Pennsylvania Avenue, N.W.  
 Disability Rights Section - NYA  
 Washington, DC 20530

Date: \_\_\_\_\_