

**SETTLEMENT AGREEMENT AMONG
THE UNITED STATES OF AMERICA,
THE COUNTY OF ARAPAHOE, COLORADO**

AND

ARAPAHOE COUNTY SHERIFF J. GRAYSON ROBINSON, in his official capacity,

AND

PLAINTIFFS IN *LAWRENCE et al., v. CITY OF ENGLEWOOD, et al.*, INCLUDING

THE COLORADO CROSS-DISABILITY COALITION,

THE COLORADO ASSOCIATION OF THE DEAF,

WILLIAM LAWRENCE, AND

TERESA FEKANY

Department of Justice Complaint No. 204-13-310

PURPOSE

1. This Agreement is entered into among the United States Department of Justice (“the United States”); the Colorado Cross-Disability Coalition, the Colorado Association of the Deaf, William Lawrence, and Teresa Fekany (“Private Plaintiffs”); and the County of Arapahoe, Colorado (“County”) and Arapahoe County Sheriff J. Grayson Robinson, in his official capacity (“Sheriff” or “ACSO”); and all collectively referred to as the “Parties”). The Parties share a mutual interest in promoting and maintaining equal access to law enforcement services and programs by persons who are deaf or hard of hearing and deem it to be in both their respective interests and the interests of the public to provide an expeditious and cost-effective resolution to those issues and/or disagreements as have arisen between them. Accordingly, it is the Parties’ intent that this Settlement Agreement shall resolve all issues associated with the provision of effective communication with persons who are deaf and hard of hearing so that they may participate in or benefit from the services, programs, or activities of the Arapahoe County Sheriff’s Office (“ACSO” or “Sheriff”) on an equal basis with other individuals, including but not limited to arrestees, detainees, suspects, victims, witnesses, companions, complainants, and visitors. This Agreement reaffirms and restates the ACSO’s obligations to provide appropriate auxiliary aids and services whenever

necessary to ensure effective communications with qualified individuals who are deaf or hard of hearing.

BACKGROUND

2. The United States initiated an administrative investigation upon receipt of a complaint filed pursuant to Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12134, and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 794(a), alleging, *inter alia*, that the ACSO has failed to consistently ensure that communications between personnel of the ACSO and William Lawrence, Teresa Fekany, and others who are deaf or hard of hearing are as effective as communications with others. The administrative complaint was filed on behalf of the Colorado Cross-Disability Coalition, the Colorado Association of the Deaf, William Lawrence, and Teresa Fekany, who are also plaintiffs in a private lawsuit in U.S. District Court for the District of Colorado, Civil Action No. 12-cv-1423-MSK-BNB. Private Plaintiffs' allegations in the lawsuit are the same as those in their complaint to United States. The United States is not a party to that lawsuit.
3. Private Plaintiffs allege and the ACSO denies that its personnel on August 13, 2011, failed to communicate effectively with William Lawrence, who is deaf, when its personnel received him from the City of Englewood's police department, booked him into the Arapahoe County Sheriff's Office Detention Facility ("Detention Facility"), held him for approximately two and one-half hours, and then transported him to the Jefferson County Jail. It is undisputed the ACSO did not offer Mr. Lawrence a qualified sign language interpreter or ask whether one was necessary to help him to communicate effectively. The ACSO and the Private Plaintiffs disagree regarding whether Mr. Lawrence requested an interpreter and/or whether one was necessary or required. The ACSO and Mr. Lawrence also disagree whether ACSO personnel and Mr. Lawrence were able to effectively communicate with one another absent the presence of an interpreter.
4. Private Plaintiffs also allege and the ACSO denies that its personnel failed to communicate effectively with Teresa Fekany, who is deaf, on various occasions when she or other persons within her household contacted the ACSO for assistance, and/or when she was questioned with respect to another's accusations against her.
5. Private Plaintiffs also allege the ACSO has failed to establish and enforce sufficient policies and training regarding how to obtain qualified interpreters, when to obtain qualified interpreters, and how to interact with people who are deaf or hard of hearing.

6. The ACSO expressly denies that it has failed to establish or enforce legally sufficient policies and training regarding when and how to obtain qualified interpreters or how to appropriately interact with people who are deaf or hard of hearing, and likewise denies that it or its personnel at any time violated rights belonging to Private Plaintiffs under the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, or any other law or regulation.
7. The ADA applies to the ACSO because it is a "public entity" pursuant to Title II of the ADA, 42 U.S.C. § 12131. Title II of the ADA prohibits discrimination against qualified individuals with disabilities on the basis of disability in the "services, programs, or activities of a public entity." 42 U.S.C. § 12132.
8. Section 504 of the Rehabilitation Act applies to the ACSO because it receives funding and assistance from the U.S. Department of Justice. Section 504 prohibits discrimination against qualified individuals with disabilities by recipients of federal funds.
9. The Attorney General is authorized under 28 C.F.R. Part 35, Subpart F to investigate the allegations of the complaint in this matter and to determine the ACSO's compliance with Title II of the ADA and the Title II implementing regulations at 28 C.F.R. pt. 35. The United States is also authorized 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 civil actions enforcing Title II of the ADA should it fail to secure voluntary compliance pursuant to Subpart F.
10. The Attorney General is authorized under 28 C.F.R. Part 42, Subpart G, to determine the ACSO'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, should the Department fail to secure voluntary compliance pursuant to Subpart G, 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 ACSO provided by the Department of Justice, or to bring a civil suit to enforce the rights of the United States under applicable federal, state, or local law.
11. In consideration of the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter and/or from initiating a fund suspension or termination proceeding, except as provided in paragraph entitled "Notification of Noncompliance and Enforcement" below.
12. The Parties have determined and agreed that the United States' investigation and the private litigation can be resolved without further investigation, enforcement action, or litigation. In order to avoid additional time and expense, and to continue its efforts to

maintain full compliance with the Americans with Disabilities Act and the Rehabilitation Act, the County and Sheriff agree to enter into this Agreement.

DEFINITIONS

13. **“Auxiliary aids and services”** shall have that meaning as set forth in 28 C.F.R. § 35.104 and, accordingly, include qualified interpreters on-site or through video remote interpreting (VRI) services; notetakers; computer-aided real-time transcription services (CART); written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.
14. **“Disability”** will be defined as it is in the ADA, 42 U.S.C. § 12102(2). See also 28 C.F.R. sec. 35.104. Specifically, people are “deaf” or “hard of hearing” for the purposes of this Agreement if they have a physical impairment that substantially limits their hearing, with or without mitigating measures such as hearing aids or cochlear implants. To the extent Colorado state law is implicated by this Agreement, a “person who is deaf or hard of hearing” will also be defined as provided in COLO. REV. STAT. § 13-90-202(6).
15. **“Effective communication”** means communication with persons who are deaf or hard of hearing that is as effective as communication with others. Effective communication is achieved by furnishing appropriate auxiliary aids and services where necessary to afford qualified individuals with disabilities an equal opportunity to participate in or benefit from the services, programs, or activities of a public entity.
16. **“Members of the public”** shall mean persons who are not ACSO personnel and include, but are not limited to, crime victims, witnesses, suspects, arrestees, detainees, and those who seek access to law enforcement and related programs, services, and activities from the ACSO, as well as deaf or hard of hearing companions of non-disabled crime victims, witnesses, suspects, arrestees, detainees, and others, so long as the deaf or hard of hearing companion is the type of person (such as spouse, child, etc.) with whom the ACSO would normally communicate under the circumstances.
17. **“Qualified interpreter”** means an interpreter who, via a video remote interpreting (VRI) service or an on-site appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized

vocabulary, given the deaf or hard of hearing individual's language, skills, and education. Qualified interpreters include, for example, sign language interpreters, oral transliterators, and cued-language transliterators. See also 28 C.F.R. § 35.104 and 28 C.F.R. Pt. 35, App. A. "Qualified Interpreter."

18. **"Personnel"** means all ACSO employees and volunteers.
19. **"TTYs"** means devices that are used with a telephone to communicate with persons who are deaf or hard of hearing by typing and reading communications.
20. **"Video Remote Interpreting service"** or **"VRI"** will mean an interpreting service that uses video conference technology over dedicated lines or wireless technology offering high-speed, wide-bandwidth video connection that delivers high-quality video images as provided in 28 C.F.R. § 35.160(d).

TERMS AND CONDITIONS

21. **Nondiscrimination.** The ACSO agrees not to engage in any act or practice, directly or through contracting, licensing, or other arrangements, that has the purpose or effect of unlawfully discriminating against any person with a disability in violation of Title II of the ADA or Section 504 of the Rehabilitation Act. Unless otherwise indicated, within thirty (30) days after the effective date of this Agreement the ACSO agrees to implement fully the practices and policies set forth below.
22. **Coverage of Involuntary Participation.** Throughout this Agreement, terms such as "enjoyment," "benefit," or "seek" that in other contexts might imply the voluntary and willing participation of a member of the public in a public entity's programs, services, or activities, shall also refer to a member of the public's involuntary participation in the ACSO's programs, services, and activities, such as arrest or detention.
23. **ADA Coordinator.** Within ten (10) days of the effective date of this Agreement, the ACSO will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title II, Section 504, and this Agreement ("ADA Coordinator"). The duties of the ADA Coordinator will include the investigation of any complaint communicated to the ACSO alleging its noncompliance with, or conduct prohibited by, Title II, Section 504, or this Agreement; except that complaints submitted by persons incarcerated in the Detention Facility shall be processed and investigated pursuant to established inmate grievance procedures. The ACSO will make available to

all interested members of the public the name, office address, and telephone number of ADA Coordinator.

24. **Grievance Procedures.** Within sixty (60) days of the effective date of this Agreement, and to the extent it has not already done so, the ACSO will adopt and publish grievance procedures providing for prompt and equitable resolution of complaints related to law enforcement and related programs, services, and activities alleging acts or omissions that would be prohibited by Title II, Section 504, or this Agreement; except that all complaints and/or grievances submitted by persons incarcerated within the Detention Facility shall be processed and determined under established inmate grievance procedures.
25. **Duties.** The ACSO is not required to take any action under this Agreement that it can demonstrate would result in a fundamental alteration in the nature of a law enforcement or related service, program, or activity, or in undue financial and administrative burdens. In those circumstances where Personnel believe a proposed action would fundamentally alter a service, program, or activity, or would result in undue financial and administrative burdens, the ACSO will have the burden of proving that compliance with Title II, Section 504, or this Agreement would result in such alteration or burden. The decision that compliance would result in such alteration or burdens must be made by the Sheriff or his designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action required to comply with Title II, Section 504, or this Agreement would result in such an alteration or burden, the ACSO will take any other appropriate action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, members of the public who are deaf or hard of hearing receive the benefits or services provided by the ACSO.
26. **Provision of Auxiliary Aids and Services.** The ACSO will ensure that appropriate auxiliary aids and services, including qualified interpreters, are made available to persons who are deaf or hard of hearing when such aids and services are necessary to ensure effective communication, so that they may participate in or benefit from the ACSO's services, programs, or activities on an equal basis with others.
27. **Primary Consideration.** In determining what type of auxiliary aid or service is necessary to comply with the ADA, the ACSO agrees to give primary consideration to the expressed preference for a particular auxiliary aid or service by an individual who is

deaf or hard of hearing. “Primary consideration” means that Personnel will inquire as to the choice of auxiliary aid or service of the individual and will honor the expressed choice unless the ACSO can demonstrate that another equally effective means of communication is available. In determining whether someone who is or may be deaf or hard of hearing wants a qualified sign language interpreter, Personnel will use the American Sign Language pictogram for “sign language interpreter” substantially in the form attached hereto as Exhibit 1 to inquire as to the person’s preference when the pictogram is readily available in a non-exigent circumstance. ACSO will issue such pictograms to all patrol officers and instruct that officers shall keep them readily available for use during contacts with the public.

28. Use of Interpreting Service Agencies.

a. The ASCO will maintain working relationships with one or more qualified interpreter agencies to ensure that qualified interpreting services will be available on a priority basis, twenty-four hours per day, and seven days a week. Alternatively, the ACSO may make other appropriate arrangements such as contracting directly with or hiring qualified interpreters on a fee for service basis.

b. The ACSO will promptly provide documentation to the United States upon reasonable notice demonstrating that such qualified interpreter services are being made available.

c. The ASCO shall document all oral/written requests it receives for qualified interpreters and the action taken in response to such requests, including denials of services. The documentation shall be promptly provided to the United States for review of compliance with this Agreement upon reasonable notice and request by the United States, and in the annual compliance reports required in the paragraph below entitled “Annual Reports-- Compliance Review.”

29. Time for Interpreter Response. Whenever a qualified interpreter is to be provided by an interpreting service, it will be done so at the earliest reasonable time taking into consideration, without limitation, the time of day, day of the week, distance to be traveled, and the circumstances and location at which the service is to be provided. “Earliest reasonable time” shall be subject to “force majeure,” e.g., events outside the reasonable control of the ACSO and the interpreting service, or the interpreter called to respond, such as weather and other acts of God, unanticipated illness or injury of the interpreter while en route, and unanticipated transportation problems (including, without limitation, mechanical failures and automobile accidents and roadway obstructions, other than routine traffic or congestion).

30. Use of Other Members of the Public to Facilitate Communication.

a. The ACSO shall not require an individual who is deaf or hard of hearing to bring another member of the public to interpret for him or her.

- b. The ACSO will not rely on an adult accompanying an individual who is deaf or hard of hearing to interpret or facilitate communication except:
 - (i) In an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available; or
 - (ii) Where the individual who is deaf or hard of hearing specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance and reliance on that adult for such assistance is appropriate under the circumstances.
 - c. The ACSO shall not rely on a minor child to interpret or facilitate communication, except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available.
 - d. Notwithstanding the provisions contained in subparagraphs b and c above, once an imminent threat to the safety or welfare to the individual or public has passed, Personnel should revisit the decision of what auxiliary aids and services are appropriate, inquire as to the person's preferences under non-emergency circumstances, and give primary consideration to those preferences.
31. **Use of Employees, Volunteers, or Inmates as Sign Language Interpreters or Oral Transliterators.** The ACSO will not use its Personnel as sign language interpreters or oral transliterators if the employee or volunteer's presence poses a conflict of interest or raises confidentiality and privacy concerns. On occasion, an inmate may possess the skill level necessary to provide interpreting services; however, the impartiality concerns remain, and in most situations inmate interpreters or transliterators should not be used due to confidentiality, privacy, and security reasons.
32. **Ongoing Need for Communication Assessments and Consultation.** In addition to the initial communication assessment done at the time the need for auxiliary aids and services is first identified, Personnel will reassess communication effectiveness regularly throughout the communication and will consult with the individual who is deaf or hard of hearing on a continuing basis to assess what measures are required to ensure effective communication. For inmates, such reassessment will take place on monthly or more frequent basis.
33. **Qualified Interpreters for Detention Facility Programs.** The following non-exclusive list provides examples of activities, services, programs or circumstances wherein it may be necessary to provide qualified interpreters to ensure effective communication with inmates or detainees who are deaf or hard of hearing in the Detention Facility. Whether a

qualified interpreter is required shall depend on the method of communication normally used by the inmate or detainee, the nature, length, context, complexity and importance of the communication to take place, and with primary consideration to be given to the expressed choice of the individual. In the event a qualified interpreter is necessary to provide effective communication, then the activity, service or program may be delayed until the interpreter is made available, or the inmate/detainee who is deaf or hard of hearing may elect to delay his or her participation in the program, activity or service until the interpreter is available, excepting in situations or circumstances involving a medical emergency as described elsewhere in this Agreement or in the policies and procedures implemented in accordance herewith:

- a. Initial intake, booking, and classification processing;
 - b. Medical care and health programs such as physicals and medical screenings and treatment, dental, visual, and/or mental health examinations or treatment, and drug and alcohol recovery services;
 - c. Educational classes and activities;
 - d. Hearings at the Detention Facility in which the inmate or detainee is a participant and a qualified interpreter is not provided by the agency conducting the hearing;
 - e. Criminal investigations conducted at the Detention Facility in which the inmate or detainee is involved and a qualified interpreter is not provided by the agency conducting the investigation;
 - f. Classification review interviews;
 - g. Grievance interviews or processes;
 - h. Religious services;
 - i. Non-criminal investigations conducted by ACSO Personnel.
34. **Reasonable Modification of Handcuffing Policies.** When necessary to handcuff a person who is deaf or hard of hearing, Personnel will, safety permitting, handcuff such persons in front to enable the person to communicate using sign language or writing.
35. **Qualified Interpreters at Booking and Intake.**
- a. As soon as Personnel learn that a person who is deaf or hard of hearing will arrive at the Detention Facility, they will inquire through all available means as to whether the person would like to use a qualified interpreter and whether use of an interpreter is necessary for effective communication under the circumstances, i.e., the nature, length, context, complexity and importance of the anticipated communication, and the person's

usual method of communication. If so, a qualified interpreter will be provided to facilitate and complete the booking process.

b. If a detainee or inmate who is deaf or hard of hearing expresses or demonstrates a medical condition or need that cannot wait for the assistance of a qualified interpreter to facilitate communication, or Personnel suspect there is medical need or condition requiring immediate treatment or other immediate response, Personnel shall not delay in providing whatever medical care, treatment, evaluation, or service would be provided to a non-deaf or hard of hearing person under similar circumstance. In such event, Personnel shall use the most effective means of communicating with the detainee or inmate readily available until such time as a qualified interpreter is present.

c. **Inmate Handbook.** At the earliest reasonable time, Personnel will effectively communicate the contents of the Inmate Handbook and similar publications to all inmates who are deaf or hard of hearing, including those for whom written language is not an effective means of communication. Personnel may choose to meet this obligation by providing a video of a qualified interpreter signing the contents of the Inmate Handbook, along with appropriate technology for viewing, or by providing a qualified interpreter who will read and interpret the contents of the Inmate Handbook to the inmate who is deaf or hard of hearing. The ACSO will include in all future printings of its Inmate Handbook and all similar publications a statement to the following effect:

To ensure effective communication with inmates and their visitors who are deaf or hard of hearing, the Sheriff's Office will provide appropriate auxiliary aids and services free of charge, such as: qualified sign language interpreters and oral transliterators, TTY's, notetakers, computer-assisted real time transcription services, written materials, telephone handset amplifiers, assistive listening devices and systems, telephones compatible with hearing aids, closed caption decoders or TVs with built-in captioning, and open and closed captioning of Sheriff's Department programs.

Please ask a deputy for assistance.

d. **Housing Assignments.** Personnel will ensure that inmates or detainees who are deaf or hard of hearing are housed in the most integrated setting appropriate to the needs of the individuals. For example, unless it is appropriate to make an exception, Personnel will not place inmates or detainees who are deaf or hard of hearing in designated medical areas unless they are receiving medical care or treatment, or in facilities or parts of facilities that do not offer the same programs as the facilities or parts of facilities they would otherwise be housed.

36. **Signs.** Within ninety (90) days of the effective date of this Agreement, all facilities operated or occupied by the ACSO and in which Personnel are reasonably anticipated to engage with members of the public shall have conspicuously posted in public areas (including booking and intake areas) signs advising persons who are deaf or hard of

hearing of the availability of appropriate auxiliary aids and services, including qualified interpreters. The signs shall provide as follows:

To ensure effective communication with individuals who are deaf or hard of hearing, the Sheriff's Office will provide free of charge auxiliary aids such as qualified sign language oral interpreters, TTYs, and volume controlled telephones,

Please ask for assistance by contacting a deputy or the Sheriff's Office ADA Coordinator, [name and full contact information].

The posted signs will include the International Symbol for Hearing Loss, the International Symbol for TTYs, and a symbol to indicate the availability of sign language interpreters:



37. **TTYs, Hearing-Aid Compatible Telephones, and Volume Control Telephones.**

Within ninety (90) days of the effective date of this Agreement, the ACSO agrees to provide, if it has not already done so, at least one TTY, one hearing aid compatible telephone, and one volume control telephone for use by Personnel, and one for members of the public at every facility which the ACSO operates and to which the public has access.

a. Where telephones are available to members of the public, TTYs, hearing aid compatible telephones, and volume control telephones will be made available upon request. Signage will be displayed at all public telephone areas indicating the availability of the TTY, the hearing aid compatible telephone, and the volume control telephone, and the procedure for obtaining them.

b. Where telephone calls are time-limited, the ACSO will provide arrestees or detainees who are deaf or hard of hearing who use TTYs not less than three times the normal length of time to make those calls due to the slower nature of TTY communications compared with voice communications.

c. If a TTY, hearing aid compatible telephone, or volume control telephone is not available in the same location as telephones used by arrestees or detainees who are not deaf or hard of hearing, arrestees or detainees who need to use a TTY, hearing aid compatible telephone, or volume control telephone will be allocated reasonable additional time to get to and from the location of the equipment.

38. **Privacy of Communications.** The ACSO will take reasonable measures to ensure that the privacy of telephone calls by arrestees or detainees using a TTY, hearing aid compatible telephone, or volume control telephone is equal to that of other arrestees' or detainees' telephone calls.
39. **Telephone Emergency Services.** The ACSO will continue to ensure its telephone emergency services, including 9-1-1 services, provide direct access to individuals who use TDDs and computer modems.
40. **Television Programming.** Inmates and detainees who are deaf or hard of hearing will have equivalent access to captioned television programming as non-disabled inmates and detainees in the same classification level.
41. **Hearing Aid and Cochlear Processor Batteries.** The ACSO shall supply appropriate types of hearing aid and cochlear processor replacement batteries for distribution to deaf and hard of hearing inmates utilizing such hearing devices in the Detention Facility at no cost to the inmate. Replacement batteries will be provided to those requesting them as soon as possible, but no later than 48 hours after such request, including weekends and holidays. Nothing in this Agreement requires the ACSO to purchase or replace a hearing aid or cochlear implant processor for an inmate who does not already own such a device.
42. **Repair of Hearing Aids and Other Such Personal Devices.** The ACSO will send inmate and detainee hearing aids, cochlear processors, and other such devices to appropriate repair companies as soon as possible, but no later than 24 hours (excluding weekends and holidays) following a request for the repair of such device. The ACSO shall inform the inmate or detainee when the device was sent for repair and when it is expected to be returned by the repair company. The inmate or detainee will be provided with written documentation of all such repairs, including detailed information regarding the vendor used, the date of the repair, and the specific repairs performed. The cost of all repairs, including shipping costs, if any, shall be borne by the detainee/inmate, unless the repairs are required due to Personnel's negligence or another inmate's actions.
43. **Identification.** The ACSO will take appropriate steps to ensure that all Personnel having contact with an inmate or detainee who is deaf or hard of hearing are made aware of the person's disability and his or her preferred auxiliary aids and services so that effective communication with the person will be achieved. A person's identity as someone needing appropriate auxiliary aids and services for effective communication will not be treated as confidential medical information.
44. **Monetary Relief.** Within ten (10) days of the effective date of this Agreement, Arapahoe County will send to the United States a check in the amount of \$35,000, made payable to the Colorado Cross-Disability Coalition. Within the same timeframe, Private Plaintiffs' counsel will send to the United States the release (Exhibit 2) signed by each of the Private Plaintiffs. Counsel for the United States shall not forward the check to Private

Plaintiffs' counsel until the United States has received the fully original executed release and has provided the same to legal counsel for the County and Sheriff.

45. **Training.**

a. Within twelve (12) months, and at least once annually throughout the term of this Agreement, the ACSO will train all Personnel who have contact with members of the public as to effective communication with persons who are deaf or hard of hearing. The training will be sufficiently detailed to enable Personnel to effectively implement all provisions of this Agreement, including the proper use of Exhibit 1, and all additional policies and procedures developed pursuant to this Agreement, and shall specifically address:

(i) Prohibitions against discrimination, coercion, intimidation, retaliation, or threatening behavior toward persons who have complained or opposed any practice made unlawful by Title II, Section 504, or this Agreement, or who have made or participated in any complaint or investigation under Title II, Section 504, or this Agreement, or who may have requested, sought, or obtained the enforcement of any right, benefit, aid or service under or required by Title II, Section 504, or this Agreement.

(ii) "Imminent threat" exceptions as referenced in this Agreement, and particularly with regard to those situations in which an individual or minor child accompanying a person who is deaf or hard of hearing may be available to interpret or facilitate effective communication, i.e., the "imminent threat" exception is intended to apply only in truly exigent circumstances—circumstances where a delay in providing immediate services to a deaf or hard of hearing individual could have life-altering or life-ending consequences to that individual or some other person.

b. The ACSO will ensure that all new Personnel who will have contact with members of the public will receive the training as a component of pre-service training and orientation.

IMPLEMENTATION AND ENFORCEMENT

46. **Annual Reports--Compliance Review.** During the term of the Agreement the ACSO will report annually, by January 30th of each year, to the United States as to its compliance with this Agreement. Furthermore, the United States may review compliance with this Agreement at any time upon reasonable written notice. The annual report shall be forwarded by regular or electronic mail to the United States' employee handling this matter.

47. **Notification of Noncompliance and Enforcement.**

a. If the United States believes that this Agreement or any portion of it has been violated, it will simultaneously notify the Arapahoe County Sheriff, the Sheriff's Office ADA

Coordinator, and the Arapahoe County Attorney's Office in writing and attempt to resolve the issue. Depending on the nature of the possible violation, the United States may also notify counsel for Private Plaintiffs.

b. The United States will give the ACSO thirty (30) days from the date it provides notice of any breach of this Agreement, or such greater time as specified in the notice, to make good faith efforts to cure that breach. After thirty days, or such greater time as may have been specified, and prior to instituting any court action, the Parties (including in appropriate circumstances counsel for Private Plaintiffs) shall meet and confer in good faith on the breach, the progress being made toward curing the breach, and the timeliness of such progress.

c. If the Parties reach an impasse and are unable to reach a satisfactory resolution of the issue(s) after meeting and conferring in good faith, the United States and/or Private Plaintiffs may institute a civil action in the U. S. District Court for the District of Colorado to enforce the terms of this Agreement or Title II, and may, in such action, seek any relief available under the law. Alternatively, the United States and/or Private Plaintiffs may seek relief under Section 504 of the Rehabilitation Act in any appropriate venue.

48. **Lack of Waiver.** A failure by any signatory party to enforce any provision or deadline of this Agreement will not be construed as a waiver of their right to enforce other provisions or deadlines of the Agreement.
49. **Term of Agreement.** The effective date of this Agreement is the date of the last signature below. This Agreement will remain in effect for three (3) years from the effective date.
50. **Headings.** The paragraph headings in this Agreement are for convenience only and will not be deemed to affect in any way the language of the provisions to which they refer.
51. **Signatories Bind Parties.** The person signing for the Parties represent that they are authorized to bind their respective Parties to this Agreement.
52. **Entire Agreement.** This Settlement Agreement, inclusive of the attached exhibits, constitutes the entire agreement between the Parties relating to settlement of Department of Justice Complaint No. 204-13-310 and *Lawrence, et al., v. City of Englewood, et al.*, Civil Action No. 12-cv-1423-MSK-BNB (D. Colo.).¹ No other statement, promise, or agreement, either written or oral, made by any party or agents of any party that is not contained in this written Settlement Agreement, including its attachments, will be enforceable.
53. **Public Document.** A copy of this document may be made available to any person upon request.

¹ This Agreement does not address or resolve matters with respect to the City of Englewood under the same lawsuit or Department of Justice Complaint No. 204-13-311.

54. **Parameters of Agreement.** This Agreement does not purport to remedy any other potential violations of the ADA or any other Federal law not specifically referenced herein. This Agreement does not affect the ACSO's continuing responsibility to comply with all aspects of the ADA and the Rehabilitation Act.

55. **Severability.** If any term of this Agreement is determined by any court of competent jurisdiction to be unenforceable, the other terms shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the Parties, they shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the Parties' rights and obligations as closely as possible to those initially agreed upon.

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56. **Prior Drafts and Communications.** The Parties agree that prior drafts of this Agreement, along with prior contemporaneous communications between them leading or pertaining to the crafting and finalization to the Agreement, whether oral, written, or electronic, are and shall remain subject to Settlement Privilege. Where such documents may be subject to a Freedom of Information Act request to the United States, the United States will assert all appropriate exemptions.

For the United States:

THOMAS E. PEREZ
Assistant Attorney General
EVE L. HILL
Senior Counselor to the
Assistant Attorney General

By: Marylou Mobley

Date: March 21, 2013

MARY LOU MOBLEY, Trial Attorney
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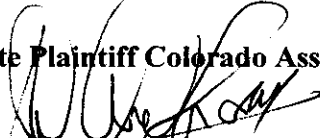
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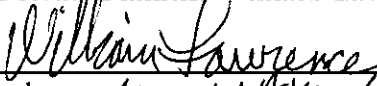
For Private Plaintiff Colorado Cross-Disability Coalition:

By: 
Printed name: JULIE REISTMAN
Title: Executive Director
Date: 3/8/13


For Private Plaintiff Colorado Association of the Deaf:

By: 
Printed name: DAVID A. ANTHONY
Title: VICE PRESIDENT
Date: 15 March 2013

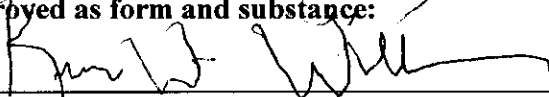
For Private Plaintiff William Lawrence:


Printed name: WILLIAM LAWRENCE
Date: 3/19/2013

For Private Plaintiff Teresa Fekany:


Printed name: Teresa Fekany
Date: 3/19/13


Approved as form and substance:



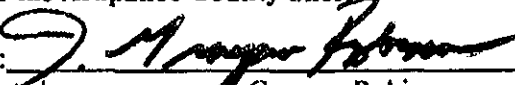
Kevin W. Williams
Legal Program Director
Colorado Cross-Disability Coalition
655 Broadway, Suite 775
Denver, CO 80203
k.williams@ccdconline.org
303-839-1775

Counsel for Private Plaintiffs

For the County of Arapahoe:

By: 
Printed name: Rod Bockenfeld
Title: Chairperson for the Board of County Commissioners
Date: March 19, 2013

For the Arapahoe County Sheriff:

By: 
Printed name: J. Grayson Robinson
Title: Arapahoe County Sheriff
Date: 3/19/2013

Approved as to form and substance:



Edward M. Caswall
Assistant County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136
ecaswall@arapahoegov.com
303-795-4639

Exhibit 1



Sign Language Interpreter?

yes



no



Exhibit 2

RELEASE

In consideration of the payment of \$35,000 (Thirty-Five Thousand Dollars) to the Colorado Cross-Disability Coalition and their counsel, the adequacy of which is fully acknowledged and agreed to, and in further consideration of the terms of the Settlement Agreement entered among the United States, the County of Arapahoe, Colorado and Arapahoe County Sheriff J. Grayson Robinson (the “Respondents”), and the Colorado Cross-Disability Coalition, Colorado Association of the Deaf, William Lawrence and Teresa Fekany (the latter four parties hereinafter referred to as “Claimants”), Claimants hereby fully and forever release all claims for relief, causes of action, liabilities, costs, or damages of any kind whatsoever, including attorney fees, either known or unknown, based upon or under the Americans with Disabilities act, the Rehabilitation Act of 1973, or any other law or regulation or theory of liability that may arise or could have been brought under the facts and circumstances alleged, including claims pertaining to the provision of auxiliary aids and services by the Sheriff to individuals who are deaf, in Department of Justice File No. 204-13-311 and in that civil action titled *Lawrence, et al., v. City of Englewood, et al.*, Civil Action No. 12-cv-1423-MSK-BNB (D. Colo.) (the “Civil Action”).

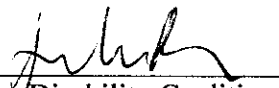
In further consideration of the payment provided for above, Claimants shall together, either personally or through counsel, promptly execute for filing with the court in the Civil Action a stipulated motion to dismiss Sheriff Robinson, in his official capacity, from said action with prejudice.

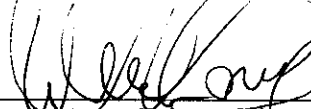
Claimants acknowledge that the payment provided for hereinabove results from a compromise of disputed claims made by the Claimants against the Sheriff, and that the County of Arapahoe and Sheriff Robinson represent the payment is being made as an economic convenience for the County of Arapahoe and Sheriff Robinson. Claimants acknowledge that the payment does not represent or constitute, and is not to be construed or represented by Claimants or their counsel, as an admission or recognition of fault or liability by the County or Sheriff regarding the claims asserted by Claimants in the Civil Action, or in the allegations contained in the complaint brought by the United States in DOJ File No. 204-13-311.


Claimants also acknowledge and represent that they accept and assume the risk of any mistake of fact or law in entering into the Settlement Agreement described above, or in entering into this Release; and that they further acknowledge and represent that they have not assigned, sold, subrogated, or otherwise conveyed to any third party any actual or potential claim or right to relief or compensation they have, had, or could have had against the County or Sheriff Robinson or their officers, employees, or agents arising from the facts and/or circumstances described in the Civil Action.

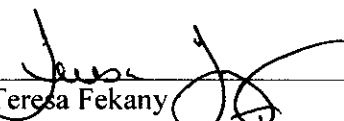
This Release may be signed in counterparts, each counterpart to constitute a duplicate original.

[signatures follow on the next page]


BY: 
Colorado Cross-Disability Coalition
Printed name: Julie Reiskin
Title: Executive Director
Date: 3/20/13

BY: 
Colorado Association of the Deaf
Printed name: DAVID A. ARLT
Title: Vice President
Date: 20 March 2013

BY: 
William Lawrence
Printed name: WILLIAM LAWRENCE
Date: 3-20-2013

BY: 
Teresa Fekany
Printed name: Teresa Fekany
Date: 3-20-13

Approved as to substance and form:


Kevin W. Williams
Legal Program Director
Colorado Cross-Disability Coalition
655 Broadway, Suite 775
Denver, CO 80203
kwilliams@ccdeonline.org
303-839-1775

Counsel for Claimants