

**SETTLEMENT AGREEMENT BETWEEN**  
**THE UNITED STATES OF AMERICA**  
**AND**  
**CHAMPAIGN COUNTY, ILLINOIS**  
**UNDER THE AMERICANS WITH DISABILITIES ACT**  
**DJ 204-24-116**

**I. BACKGROUND**

**A. SCOPE OF THE INVESTIGATION**

The United States initiated this matter as a compliance review of Champaign County, Illinois (Champaign 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 implementing regulation, 28 C.F.R. Part 35. Because Champaign County receives financial assistance from the Department of Justice, the review was also conducted under the authority of section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Department of Justice's implementing regulation, 28 C.F.R. Part 42, Subpart G.

The Disability Rights Section of the Department of Justice's Civil Rights Division conducted this review of Champaign 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 Champaign 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 Champaign 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;<sup>1</sup>
- 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 Champaign 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: Adult Detention Facility, Courthouse and Addition, Juvenile Detention Facility, Champaign County Brookens Administrative Center, Illinois Law Enforcement Alarm System (ILEAS) Training Center, County Emergency Management Office Building, Champaign County Animal Shelter, New Nursing Home, and Highway Fleet Maintenance.

The program access review covered those of Champaign County's programs, services, and activities that operate in the following facilities that were constructed prior to January 26, 1992: Sheriff's Office and Correctional Center.

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<sup>1</sup> 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.

The United States conducted a program access review of the following polling places: Carpenter's Local No. 44, Douglas Center Annex, Edge-Scott Fire Department, Garden Hills Jericho Missionary Baptist Church, Illinois Employment and Training Center, Pennsylvania Avenue Baptist Church, Spalding Recreation Building, Urbana City Building, Ivesdale Fire Station, Sadorus Village Hall, Tolono Town Hall, Tolono West Fire Station, Colfax Town Hall, Urbana-Champaign Friends Quaker Meetinghouse, and Pesotum Community Building. 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 United States conducted a program access review of the following Head Start facilities: Champaign Early Childhood Center, Rantoul Head Start, Savoy Head Start, and Urbana Head Start.

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

The United States reviewed Champaign County Sheriff's 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 Champaign 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 Champaign 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 United States is authorized under 28 C.F.R. Part 42, Subpart G, to determine Champaign County's compliance with section 504 of the Rehabilitation Act of 1973, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 29 U.S.C. § 794 and 28 C.F.R. §§ 42.530 and 42.108-.110, to suspend or terminate financial assistance to Champaign County provided by the Department of Justice should the United States fail to secure voluntary compliance pursuant to Subpart G or should the United States 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 Champaign County, Illinois.
5. Based on its review of Champaign 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 Champaign County's programs, services, or activities or are subjected to discrimination in violation of the ADA or section 504 of the Rehabilitation Act of 1973. The agreed upon remedial actions, below, are intended to remedy those violations.
6. In order to avoid the burdens and expenses of a further investigation and possible litigation, the parties enter into this Agreement.
7. 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 9 through 62, except as provided in the section entitled "Implementation and Enforcement."

## **II. ACTIONS TAKEN BY CHAMPAIGN COUNTY**

8. Champaign County represents that it has taken actions to comply with the ADA and the Rehabilitation Act, including but not limited to the following:
  - a. In 1992, Champaign County conducted an architectural self-evaluation of its facilities.
  - b. Some Champaign County agencies have adopted policies, practices, and procedures that adopt portions of Department of Justice technical assistance materials in an effort to ensure compliance with the ADA and its regulation, including Champaign County Administrative Services, the Champaign County Sheriff's Department, the Champaign County Clerk, the Champaign County Circuit Court, the Champaign County Nursing Home, the Regional Planning Commission, and Emergency Management Agency.
  - c. Champaign County has appointed ADA Coordinators, including specific coordinators for the Courthouse, Sheriff's Office and Jails, and Nursing Home.

### **III. REMEDIAL ACTION**

#### **A. NOTIFICATION**

9. Within two (2) months of the effective date of this Agreement, Champaign County will adopt the attached Notice under the ADA, Attachment A (Notice); distribute it to all its agency heads; publish the Notice in a local newspaper of general circulation serving Champaign County; post the Notice on its Internet Home Page; and post the Notice in conspicuous locations in its public buildings. It will refresh each posted Notice, and update the contact information contained on each Notice, as necessary, during the term of this Agreement. Champaign County will provide the Notice to any person upon request.
10. Within three (3) months of the effective date of this Agreement, and annually thereafter, Champaign County will implement and send the United States its written procedures to inform interested people with disabilities of the existence and location of Champaign County's accessible programs, services, and activities.

#### **B. ADA COORDINATOR**

11. Within three (3) months of the effective date of this Agreement, Champaign County will appoint or hire one or more ADA Coordinators. The ADA Coordinator(s) will coordinate Champaign County's effort to comply with and carry out its responsibilities under the ADA, including any investigation of ADA-related complaints. Champaign County will make available to all interested individuals the name(s), office address(es), and telephone number(s) of the ADA Coordinator(s). Champaign County will maintain the ADA Coordinator(s) for the term of this Agreement. If Champaign County changes who it appoints as ADA Coordinator(s), it will notify the United States in writing, and update the name and contact information anywhere it appears, within one (1) day of making such a change.

#### **C. INDEPENDENT LICENSED ARCHITECT**

12. Within three (3) months of the effective date of this Agreement, Champaign 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 Champaign 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). Champaign County will bear all costs and expenses of retaining and utilizing the ILA, including the costs and expenses of any consultants and staff. Champaign County will compensate this ILA without regard to the outcome.

13. 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, Champaign County will provide prior notice to the United States of inspections by the ILA to allow representatives of the United States to be present.
14. Champaign County will submit ILA certifications along with its reporting requirements as set forth in this Agreement.

#### **D. GRIEVANCE PROCEDURE**

15. Within three (3) months of the effective date of this Agreement, Champaign County will adopt the attached ADA Grievance Procedure, Attachment B, distribute it to all of its agencies, and post copies of it in conspicuous locations in each of its public buildings. It will refresh each posted copy, and update the contact information contained on it, as necessary, for the term of the Agreement. Champaign County will provide copies to any person upon request.

#### **E. GENERAL EFFECTIVE COMMUNICATION PROVISIONS**

16. Within three (3) months of the effective date of this Agreement, Champaign 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 Champaign 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).
17. Champaign County will ensure that all appropriate employees are trained and practiced in using the Illinois Relay Service to make and receive calls, and report to the United States the details of the trainings and employees trained.

#### **F. LAW ENFORCEMENT AND EFFECTIVE COMMUNICATION**

18. Within three (3) months of the effective date of this Agreement, Champaign County will implement Champaign County Sheriff's Office's Policy Statement on Effective Communication with People Who are Deaf or Hard of Hearing, Attachment C, and distribute to all Champaign County Sheriff's officers the Guide for Law Enforcement Officers When in Contact with People Who are Deaf or Hard of Hearing, Attachment D.

19. Within three (3) months of the effective date of this Agreement, Champaign County will hire or contract with local qualified oral and sign language interpreters to be available twenty-four hours every day to its Champaign County Sheriff's Office.
20. Within three (3) months of the effective date of this Agreement, Champaign County will equip each Champaign County Sheriff's Office station and each Champaign County Correction Center and Satellite Jail with a sufficient number of working TTYs and videophones, but no fewer than one (1) of each, to enable people who are deaf, hard of hearing, or who have speech impairments to make telephone calls of the same frequency and with the same availability as those people who do not use TTYs or videophones. Where telephone calls are time-limited, Champaign County will adopt policies permitting a longer period of time for individuals using a TTY, videophone, or relay service due to the slower nature of these communications as compared to voice communications. If any person who is deaf, hard of hearing, or who has a speech impairment prefers a different method of communication, such as a captioned telephone or computer, Champaign County will make reasonable efforts to provide the communication device requested.

### **G. EMPLOYMENT**

21. Within three (3) months of the effective date of this Agreement, Champaign County will amend its employment policies to comply with the U.S. Equal Employment Opportunity Commission regulations implementing title I of the Americans with Disabilities Act of 1990, codified at 29 C.F.R. Part 1630. The policies will provide at a minimum that Champaign County:
  - a. will not discriminate on the basis of disability in its hiring or employment practices;
  - b. will not ask a job applicant about the existence, nature, or severity of a disability. Champaign County may ask applicants about their ability to perform specific job functions. Champaign County may make medical examinations or inquiries, but only after it makes a conditional offer of employment and only if required of all applicants for the position;
  - c. upon request will make reasonable accommodations for a qualified applicant or employee with a disability unless the accommodation would cause an undue hardship on the operation of Champaign County'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 known, Champaign County may ask for information necessary to determine whether the person has a disability-related need for the accommodation;
  - d. will confidentially maintain employee medical records separate from personnel

files; and

- e. will in making employment decisions individually assess whether a qualified person with a disability meets selection criteria. To the extent Champaign County's selection criteria disqualify an individual because of disability, then those criteria must be job-related and consistent with business necessity.

## H. POLLING PLACES

- 22. Champaign County has an obligation to provide an accessible voting program under the ADA, including a program that is accessible to persons who use wheelchairs and persons who are blind or have other vision disabilities. 42 U.S.C. § 12132. Champaign County is required by the ADA to select facilities in which to provide its voting programs, services, or activities in a manner that does not have the effect of excluding individuals with disabilities from, denying them the benefits of, or otherwise subjecting them to discrimination. 28 C.F.R. § 35.130(b)(4).
- 23. Champaign County will maintain in operable working condition on Election Day those features of facilities and equipment (including both permanent equipment such as lifts and elevators and temporary equipment such as portable ramps, traffic cones, signs, wedges, and door stops) that are required to make each polling place accessible to and usable by persons with disabilities. 28 C.F.R. § 35.133(a). If a polling place location that was previously accessible is no longer accessible because a feature of the facility or equipment is no longer operable, then Champaign County must relocate the polling place to an alternative, accessible location pursuant to the process established in Paragraph 29 of this Agreement.
- 24. The United States surveyed some of Champaign County's polling places during its investigation. For all locations used by Champaign County as a polling place, Champaign County will ensure that the polling place is accessible on Election Day, through the use of temporary or other measures.
- 25. Barriers to access that can be remedied temporarily on Election Day at surveyed polling places not owned by Champaign County are listed in Attachment E. For those polling places listed in Attachment E, Champaign County will be able to continue to use the polling place only if Champaign County implements temporary remedies to make the polling place accessible on Election Day.
- 26. Champaign County agrees that the following temporary measures are reasonable and will be implemented where necessary to make an otherwise inaccessible polling place temporarily accessible on Election Day. The list of measures is not exhaustive; the Parties may agree to implement other, reasonable temporary measures.
  - a. Portable ramps (including curb ramps) up to and including ramps six feet long,



- with side edge protection.
- b. Portable wedges or wedge ramps.
  - c. Floor mats.
  - d. Traffic Cones.
  - e. Relocating furniture or other moveable barriers.
  - f. Door stops.
  - g. Propping open doors.
  - h. Unlocking doors.
  - i. Signage, including parking signage.
  - j. Portable buzzers or door bells.
  - k. Removing astragals that are not a permanent part of the structure from doorways.
27. Barriers to access that cannot be remedied temporarily on Election Day at surveyed polling places not owned by Champaign County are listed in Attachment E. For those polling places listed in Attachment E, Champaign County will need to relocate the polling place to an alternate location in accordance with Paragraph 29 of this Agreement.
28. Within six (6) months of the effective date of this Agreement, using the survey instrument at Attachment F, the ILA hired by Champaign 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 that the ILA determines is not accessible, Champaign County will (1) remove all barriers to access by people with disabilities in Champaign County owned or operated polling places, and have the ILA confirm this work has been completed to the United States, (2) provide temporary remedies at polling places not owned or operated by Champaign County such that the polling place is temporarily accessible on Election Day, or (3) designate an alternate polling place that is accessible or can be made temporarily accessible on Election Day using the procedure in Paragraph 29 of this Agreement.

29. After the Effective Date of this Agreement, Champaign County must select accessible locations for polling places. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(4). Before Champaign County's selection of a location as a polling place, Champaign County will review each newly proposed polling place location to determine whether it is accessible to persons with disabilities or could be made temporarily accessible on Election Day through the use of the remedial measures provided for in Paragraph 26 of this Agreement. Champaign County will use the survey instrument at Attachment F of this Agreement to make all future polling place location selections. If Champaign County ultimately determines that a newly proposed location is not accessible (as defined by the survey instrument) or cannot be made temporarily accessible on Election Day, then Champaign County will reject the location and find an accessible location or one that can be made temporarily accessible on Election Day.
30. In the rare circumstances that Champaign County is unable to select an accessible facility (or one that can be made temporarily accessible) to be used as a polling place in a particular voting precinct, then Champaign County may apply the Program Accessibility provisions of the Title II regulation to Champaign County's voting program. *See* 28 C.F.R. Part 35, Subpart D. Champaign County must notify the United States when these circumstances arise. Champaign County must provide alternative methods to in-person voting that are effective in making voting accessible to persons with disabilities, while giving priority to those methods that offer services, programs, and activities in the most integrated setting appropriate.
31. Within three (3) months of the effective date of this Agreement, the ILA hired by Champaign County will survey County 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 barriers to access are identified, Champaign County will remove the barriers and have the ILA confirm the same to the United States or allow people to register to vote at alternative locations verified to be accessible by the ILA. Champaign County will publish these alternative locations using media and Champaign County's website. This provision does not change Champaign County's obligations under the National Voter Registration Act of 1993, 42 U.S.C. § 1973gg-5(a), (b).
32. Within three (3) months of the effective date of this Agreement, Champaign County will make all voter registration materials available in alternate formats, including Braille, large print, oral or audio format, and accessible electronic format, as required by 28 C.F.R. § 35.160-.164.

33. As part of the County's poll worker training conducted prior to each election, Champaign County will train poll workers on the rights of people with disabilities and the practical aspects of assuring those rights. The training will cover, at a minimum, the need to maintain the physical accessibility of polling place locations, how to assist people with disabilities, as necessary, and how to operate any non-standard voting equipment including accessible voting systems, or accessible features of standard equipment. This provision does not change Champaign County's obligations under the Help America Vote Act, 42 U.S.C. § 15301.

#### **I. EMERGENCY MANAGEMENT PROCEDURES AND POLICIES**

34. Champaign County's Emergency Operations Plan (EOP) must comply with the ADA. Champaign 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.
35. Within sixty (60) days of the effective date of this Agreement, Champaign 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.
36. Champaign 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 its 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.
- f. plans for providing equivalent opportunities for accessible post-emergency temporary housing to people with disabilities. Champaign 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.

## **J. SIDEWALKS**

- 37. Within three (3) months of the effective date of this Agreement, Champaign 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.
- 38. Within three (3) months of the effective date of this Agreement, Champaign 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 by Champaign County 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.
- 39. Within three (3) years of the effective date of this Agreement, Champaign 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 by Champaign County 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                              |

40. Annually, the ILA will confirm to the United States that Champaign 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.
41. Immediately upon the effective date of this Agreement, Champaign 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 Champaign County has provided curb ramps or other sloped areas where required that are in compliance with the 2010 ADA Standards.
42. Within three (3) months of the effective date of this Agreement, Champaign 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 by Champaign County 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.
43. Within three (3) years of the effective date of this Agreement, Champaign 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 by Champaign County 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                              |

44. Annually, the ILA will confirm to the United States that Champaign 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.
45. Immediately upon the effective date of this Agreement, Champaign 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 Champaign County has provided curb ramps or other sloped areas where required that are in compliance with the 2010 ADA Standards.

**K. WEB-BASED SERVICES AND PROGRAMS**

46. Within one (1) month of the effective date of this Agreement, Champaign County will:
  - a. Designate an employee as the web accessibility coordinator for Champaign County who will be responsible for coordinating Champaign County's compliance with the requirements of Section K of this Agreement. The web accessibility coordinator will 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 Champaign 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 will be responsible for the annual website accessibility evaluation. Champaign County will bear all costs and expenses of retaining and utilizing this independent consultant, including the costs and expenses of any staff. Champaign County will compensate this independent consultant without regard to the outcome.

47. Within two (2) months of the effective date of this Agreement, and annually thereafter, Champaign 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](http://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. Assess all existing web content and online services covered by this Agreement 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;
  - e. Provide a notice, prominently and directly linked from its homepage, instructing visitors to its websites on how to request accessible information. The link will provide several methods to request accessible information, including an accessible form to submit feedback, an email address, and a phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website; and
  - f. 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 will provide several methods to provide feedback, including an accessible form to submit feedback, an email address, and a phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website.
48. Within nine (9) months of the effective date of this Agreement, Champaign County will:
- a. Ensure that its websites and all online services, including those websites or online services provided by third parties upon which Champaign County relies to allow members of the public to participate in or benefit from Champaign County's services, programs, or activities, comply with, at minimum, WCAG 2.0 AA, with

the exception of the following categories of content:

- i. Archived web content, *i.e.*, content maintained exclusively for reference, research, or recordkeeping, which is not altered or updated after the date of archiving, and which is organized and stored in a dedicated area or areas clearly identified as being archived;
  - ii. Conventional electronic documents (*i.e.*, portable document file (PDF), word processor, presentation, spreadsheet, and database file formats) available on Champaign County's websites as of the Effective Date of this Agreement, unless such documents are to be used by members of the public to apply for, gain access to, or participate in Champaign County's services, programs, or activities; and
  - iii. Conventional electronic documents (*i.e.*, PDF, word processor, presentation, spreadsheet, and database file formats) or any other submissions by a third party in connection with an administrative, judicial, or legal proceeding that are available on Champaign County's websites; 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.

#### **L. NEW CONSTRUCTION, ALTERATIONS,**

#### **AND PHYSICAL CHANGES TO FACILITIES**

49. Any construction or alterations to Champaign 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.
50. The parts of a Champaign County facility that do not comply with the 2010 ADA Standards (or the 1991 ADA Standards, as applicable), as listed in Attachments I, J, K, and L, prevents people with disabilities from fully and equally enjoying Champaign 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. §§ 35.149-35.151.
51. All architectural changes by Champaign County or on its behalf made on or after March 15, 2012, must comply with the 2010 ADA Standards.



52. In the event that Champaign 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, Champaign County will submit, within six (6) months, a written report to the ILA and the United States pursuant to paragraph 59 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                              |

53. Within six (6) months of the effective date of this Agreement, Champaign County will have the 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. Also within six (6) months of the effective date of this Agreement, Champaign County will install directional signage at all inaccessible entrances to each of its facilities and will place the international symbol for accessibility at each accessible entrance to a facility, in accordance with 28 C.F.R. § 35.163(b).
54. Newly Constructed Facilities: Champaign County will take the actions listed in Attachments I and M to make the newly constructed parts of Champaign County facilities for which construction was commenced after January 26, 1992, readily accessible to and usable by people with disabilities.
55. Altered Facilities: Champaign County will take the actions listed in Attachments J and M to make the altered parts of Champaign County facilities for which alterations commenced after January 26, 1992, readily accessible to and usable by people with disabilities.
56. Program Access in Existing Facilities: Champaign County will take the actions listed in Attachments K and M to make each of Champaign 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.

57. Facilities and Programs that the United States Did Not Survey: Champaign County will review compliance with the requirements of title II of the ADA for those Champaign County facilities and programs that the United States did not survey or review. The ILA will survey all Champaign 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, Champaign 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 Champaign 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.

#### **M. PROGRAM MODIFICATIONS**

58. Access to Programs Housed in Others' Facilities: In order to ensure that Champaign County's programs, services, and activities that are the subject of this Agreement and that are operated by Champaign County at facilities owned or controlled by other entities, when viewed in their entirety, are readily accessible to and usable by people with mobility impairments, Champaign County will take the actions listed in Attachments L and M.

#### **IV. MISCELLANEOUS PROVISIONS**

59. Except as otherwise specified in this Agreement, six (6) months after the effective date of this Agreement and annually thereafter until it expires, Champaign 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.
60. Throughout the term of this Agreement, consistent with 28 C.F.R. § 35.133(a), Champaign 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).

61. Within six (6) months of the effective date of this Agreement, Champaign 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.
62. 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 Champaign 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 Champaign County will submit to the United States the list of employees trained.

**V. IMPLEMENTATION AND ENFORCEMENT**

63. Champaign 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.
64. The United States may review compliance with this Agreement at any time. Champaign County will cooperate with the United States. If the United States believes that Champaign County has failed to comply with this Agreement, then the United States will notify Champaign County in writing. If, after 30 days of providing Champaign County with written notice of non-compliance, the United States determines that Champaign 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 and section 504 of the Rehabilitation Act.
65. It is a violation of this Agreement for Champaign County to fail to comply in a timely manner with any of the requirements of this Agreement.
66. 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.
67. This Agreement is a public document. Champaign County will provide a copy of this Agreement to any person, upon request.
68. 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 Champaign County of its continuing obligation to comply with all aspects of the ADA and section 504 of the Rehabilitation Act.

69. This Agreement will remain in effect for three (3) years.
70. The person signing for Champaign County represents that he or she is authorized to bind Champaign County to this Agreement.
71. The effective date of this Agreement is the date of the last signature below.

For Champaign County:

For the United States:

VANITA GUPTA  
Principal Deputy Assistant Attorney General for Civil Rights  
EVE L. HILL  
Deputy Assistant Attorney General  
Civil Rights Division

JAMES A. LEWIS  
United States Attorney  
Central District of Illinois

REBECCA B. BOND, Chief  
KEVIN J. KLEWSKI, Deputy Chief

By: *Pattsi Petrie*  
PATTSI PETRIE, Chair  
Champaign County Board

By: *William F. Lynch*  
WILLIAM F. LYNCH, Trial Attorney  
Disability Rights Section - NYA  
Civil Rights Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W.  
Washington, DC 20530  
(202) 305-2008  
(202) 305-4486 (fax)

Date: *22 June 15*

ATTEST: *Gordy Hulten*  
GORDY HULTEN, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

Date: *6/22/15*

Date: *As of 7/20/15*

