

SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND
JEFFERSON COUNTY SHERIFF'S OFFICE

BACKGROUND

1. This Settlement Agreement (“Agreement”) is entered into among the United States Department of Justice (“Department” or “United States”) and Jeff Shrader in his official capacity as Sheriff of Jefferson County, Colorado (the “JCSO”) (collectively, the “Parties”). The Parties are committed to ensuring that the JCSO provides qualified individuals with disabilities with appropriate auxiliary aids and services to ensure that they have an equal opportunity to participate in and enjoy the benefits of JCSO’s services, programs, and activities.
2. This Agreement is an informal resolution of the Department’s investigation under Title II of the Americans with Disabilities Act (“ADA”) of two complaints made by deaf individuals alleging that they were not provided with effective communication in JCSO’s services, programs, and activities (“Individual Complainants”). *See* 28 C.F.R. § 35.172(a). The Department is authorized under 42 U.S.C. § 12131 *et seq.* to investigate alleged violations of Title II of the ADA, which applies to public entities, and prohibits discrimination on the basis of a person’s disability. 42 U.S.C. § 12132. The Department is the agency designated to enforce compliance with Title II for the programs, services, and regulatory activities of public entities involved in law enforcement and public safety. 28 C.F.R. § 35.190(b)(6). The United States is authorized, where appropriate, to attempt informal resolution of investigations under Title II, such as through the terms of this Agreement. 28 C.F.R. § 35.172(c).
3. The ADA applies to the JCSO 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.
4. **The Individual Complainants’ Lawsuit.**
 - a. On May 18, 2018, the Individual Complainants filed a lawsuit (“Lawsuit”) pursuant to Title II of the ADA, 42 U.S.C. §§ 12131-12134, alleging, *inter alia*, that JCSO failed to ensure effective communication between Personnel and the Individual Complainants. The Lawsuit was filed in the U.S. District Court for the District of Colorado, Civil Action No. 18-cv-01225-MSK-NYW. The United States is not a party to the Lawsuit.
 - b. One of the complainants, M.K., alleges that she was not provided with effective communication surrounding two arrests and bookings by JCSO in 2017. M.K.’s primary language is American Sign Language (“ASL”). During the first arrest, she alleges that JCSO deputies used her daughter to interpret for her, despite her

request for a third-party sign language interpreter. M.K. alleges that a qualified interpreter was not provided to her when she was booked into the Jefferson County Jail. During her second arrest for allegedly violating a protection order, she alleges that no sign language interpreter was provided despite the arresting officer contacting her by text and through a phone call with an interpreter in advance of their face-to-face encounter. Through these prior contacts, the arresting officer knew that she was deaf. She alleges that during her second stay at the Jefferson County Jail, JCSO Personnel did not know how to use the videophone technology, so she had to stay in jail an extra night because she could not ask someone to come and pick her up.

- c. One of the complainants, R.J., alleges that she was not provided with effective communication after she was arrested on an outstanding warrant from another jurisdiction on May 19, 2016. R.J.'s primary language is ASL. She alleges that despite her request for a sign language interpreter, JCSO did not call an interpreter to finish the booking process. She also alleges that she had to communicate with written notes through another inmate in order to understand the circumstances of her arrest and what would happen to her after she was arrested.
 - d. JCSO expressly denies that it failed to establish or enforce legally sufficient policies and training regarding when and how to obtain qualified interpreters or how to appropriately interact with Persons with Auditory Disabilities, and likewise denies that it or its Personnel at any time violated any person's rights under the ADA.
5. **Prior Lawsuit Involving Effective Communication.** The JCSO acknowledges that it was previously the subject of a lawsuit brought by a Deaf individual who claimed that JCSO did not provide effective communication. *See Orozco, et al. v. Mink*, Civil Action No. 10-cv-01934-DME-BNB (D. Colo. 2010). As part of the resolution of that lawsuit in 2011, JCSO adopted policies and training regarding effective communication for individuals with disabilities. Those policies and training requirements were still in place at the time of the Individual Complainants' interactions with JCSO.
6. **Investigation by the Department.** The United States' investigation revealed that the JCSO interacts with Persons with Auditory Disabilities and has such individuals complete Deaf and/or Hard of Hearing Forms, which were required by JCSO policy when any JCSO personnel interacted with individuals with partial or full hearing loss, including Persons with Auditory Disabilities. These forms were only filled out for individuals who were booked at the Jail, and thus do not include interactions with Persons with Auditory Disabilities in patrol operations. The investigation revealed that JCSO has gaps in implementing its effective communication policies in patrol, during the booking process, and in jail operations. JCSO lacked accountability, clear lines of responsibility, and its ADA training at the time of the investigation did not result in consistent knowledge and application of effective communication policies by JCSO employees.
7. **Consideration.** In consideration of the terms of this Agreement, the Department agrees to refrain from undertaking further investigation or from filing a civil action, except as

provided in the paragraph entitled “Notification of Noncompliance and Enforcement” below.

DEFINITIONS

8. **“Auxiliary aids and services”** shall have that meaning as set forth in 28 C.F.R. § 35.104 as currently in effect 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 Persons with Auditory Disabilities.
9. **“Companion”** shall mean a family member, friend, or associate of an individual seeking access to a service, program, or activity of JCSO, who, along with such individual, is an appropriate person with whom JCSO should communicate. *See* 28 C.F.R. § 35.160(a)(2).
10. **“Effective Date”** means the date of the last signatory or signatories to this Agreement.
11. **“Emergency Situation”** means an emergency involving an imminent threat to the safety or welfare of an individual or the public. 28 C.F.R. § 35.160(c)(2)(i). The definition of Emergency Situation is not intended to apply to typical and foreseeable emergency situations that are a part of the normal operations of JCSO’s programs, services, and activities. Personnel may rely on an accompanying individual to interpret or facilitate communication under this paragraph only in truly emergent circumstances, *i.e.*, where any delay in providing immediate services to the individual could have life-altering or life-ending consequences. *See* 28 C.F.R. Part 35, App. A.
12. **“In-Service Training”** is on-the-job training provided to Personnel on an ongoing basis.
13. **“Jail”** means the Jefferson County Jail, located at 200 Jefferson County Parkway, Golden, Colorado.
14. **“Non-scheduled Interpreter Requests”** shall mean a request for a Qualified Interpreter made by an inmate, visitor, companion, or other member of the public, who is a Person with an Auditory Disability, with less than two (2) hours advance notice.
15. **“Person with an Auditory Disability”** and **“Persons with Auditory Disabilities”** means persons who are “deaf” or “hard of hearing.” Persons are deaf or hard of hearing if they have a physical impairment that substantially limits their hearing, with or without mitigating measures such as hearing aids or cochlear implants.
16. **“Personnel”** means all full and part-time employees, independent contractors, employees of independent contractors, and volunteers of JCSO.

17. **“Qualified Interpreter”** means an interpreter who, via a 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* 28 C.F.R. § 35.104 and 28 C.F.R. Pt. 35, App. A, Qualified Interpreter.
18. **“Supervisor”** means any JCSO employee who supervises or oversees one or more other JCSO employee.
19. **“Tiburon”** refers to the JCSO’s electronic records management system, including its inmate information database.
20. **“TTYs”** means devices that are used with a telephone to communicate with Persons with Auditory Disabilities by typing and reading communications.
21. **“Videophone”** means a device with a video camera that can perform bi-directional video and audio transmissions between people in real-time.
22. **“Video Remote Interpreting Service” or “VRI”** means 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. *See* 28 C.F.R. § 35.160(d).

TERMS AND CONDITIONS

23. **Nondiscrimination.** The JCSO will not discriminate on the basis of disability, including against individuals who are deaf or hard of hearing, in the JCSO’s services, programs, or activities, including through contractual, licensing, or other arrangements, and will comply with all requirements of Title II of the ADA, 42 U.S.C. §§ 12131–12134, and its implementing regulation, 28 C.F.R. Part 35.
24. **Effective Communication.** The JCSO shall take appropriate steps to ensure that communications with Persons with Auditory Disabilities are as effective as communications with others so that they may participate in or benefit from the services, programs, and activities of the JCSO on an equal basis in accordance with 28 C.F.R. § 35.160.
25. **Provision of Appropriate Auxiliary Aids and Services.** The JCSO will continue to ensure that appropriate auxiliary aids and services, including qualified sign-language interpreters, are made available to Persons with Auditory Disabilities when such aids and services are necessary to ensure effective communication. *Id.*
26. **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

JCSO's programs, services, and activities, such as arrest or detention.

27. **Settlement Agreement with Individual Complainants.** This Agreement acknowledges the terms of the settlement agreement dated September 16, 2019, between JCSO and the Individual Complainants (hereinafter "September 16, 2019 Agreement"). *See Jordan v. Shrader*, Civil Action No. 18-cv-1225-MSK-NYW (D. Colo. 2018).
- a. Any provisions in the September 16, 2019 Agreement and this Agreement that could be interpreted to conflict will be construed in favor of the terms of this Agreement.
 - b. The JCSO will send all reports required by the September 16, 2019 Agreement to the United States as outlined in paragraph 50 of this Agreement at the same time it sends them to counsel for the Individual Complainants.
28. **Primary Consideration.** In determining what type of auxiliary aid or service is necessary to comply with the ADA and this Agreement, the JCSO agrees to give primary consideration to the expressed preference for a particular auxiliary aid or service by a Person with an Auditory Disability. "Primary consideration" means that Personnel will inquire as to the choice of auxiliary aid or service of the Person with an Auditory Disability and will honor the expressed choice unless the JCSO can demonstrate that another equally effective means of communicating is available. In determining whether someone who is or may be a Person with an Auditory Disability wants a qualified sign language interpreter, in all non-emergency situations, Personnel will use the American Sign Language pictogram for "sign language interpreter" substantially in the form attached hereto as Attachment A to inquire as to the individual's preference when the pictogram is readily available. The JCSO will issue such pictograms to all patrol officers and instruct that shall keep them readily available for use during contacts with the public.
29. **Provision of Qualified Interpreters.**
- a. JCSO has established and will maintain contracts and working relationships with one or more qualified interpreter agencies to ensure that qualified interpreting services will be available twenty-four (24) hours per day, seven (7) days per week.
 - b. JCSO shall provide the Department with documentation that such interpreter services as described in paragraph 29(a) are under contract, are available, and have qualified interpreters within thirty (30) days of the Effective Date.
 - c. For interpreter requests made more than forty-eight (48) hours before the services of an interpreter are required, the JCSO shall arrange for a qualified interpreter to be present at the time of the scheduled appointment. If an interpreter fails to arrive for the scheduled appointment, upon notice that the interpreter failed to arrive, the JCSO will immediately call an interpreter service for another qualified interpreter.
 - d. For Non-scheduled Interpreter Requests, the JCSO shall make reasonable efforts

to provide an interpreter no more than (a) three hours from the time of the request for an interpreter if the service is provided through a contract interpreting service or a staff interpreter who is located off-site; or (b) 30 minutes from the request for an interpreter if the service is provided through a Video Remote Interpreting service or a staff interpreter who is located on-site. The JCSO will address deviations from these response times with the interpreting service provider and will review performance goals with the Department as needed. For interactions with Persons with Auditory Disabilities in the field, Personnel will request that dispatch make arrangements for a Qualified Interpreter. If no Qualified Interpreter can be located within the timeframes set forth in this paragraph, Personnel shall take the following additional steps:

- i. Reasonable efforts require no fewer than three (3) telephone inquiries and/or emails and/or text messages to contact any Qualified Interpreters or interpreting agencies already known to the JCSO to request their services, unless there is an Emergency Situation; and
- ii. Personnel shall inform a supervisor (see paragraph 36) of the efforts made to locate an interpreter and solicit assistance in locating an interpreter; and
- iii. Personnel shall inform the inmate, visitor, or the member of the public of the efforts taken to secure a Qualified Interpreter and that the efforts have failed and follow up on reasonable suggestions for alternate sources of interpreters identified by the Person with an Auditory Disability or his/her companions.

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

- a. The JCSO shall not require a Person with an Auditory Disability to bring another person to interpret for him or her.
- b. The JCSO shall not rely on an adult accompanying a Person with an Auditory Disability 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 Qualified Interpreter available, or
 - ii. where the Person with an Auditory Disability specifically requests that the accompanying adult interpret or facilitate communication and the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances.
- c. The JCSO 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 Qualified Interpreter available.
- d. The imminent threat exception in this paragraph and its subparts is not intended to apply to the typical and foreseeable emergency situations that are a part of the normal operations of JCSO's programs, services, and activities. Personnel may

rely on an accompanying individual to interpret or facilitate communication under this paragraph only in truly emergency circumstances, *i.e.*, where any delay in providing immediate services to the individual could have life-altering or life-ending consequences. *See* 28 C.F.R. Part 35, App. A. Once the emergency has lifted, Personnel should revisit the decision of what auxiliary aids and services are appropriate and give primary consideration to those preferences.

31. **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 time the Person with an Auditory Disability is in custody and will consult with the Person with an Auditory Disability on a continuing basis to assess what measures are required to ensure effective communication. For inmates, such reassessment will take place on at least a monthly basis.
32. **Grievance Procedures.**
 - a. For retrospective complaints, within thirty (30) days of the Effective Date, JCSO will implement and publish the attached grievance procedures, Attachment B, or substantially similar procedures approved by the Department, 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 the ADA or this Agreement.
 - b. For complaints or disagreements that arise during a Person with an Auditory Disability's intake, booking, or incarceration with JCSO that request immediate action regarding auxiliary aids and services, the Person with an Auditory Disability will submit a "kite" and an on-duty supervisor will attempt to resolve the issue within 48 hours. The on-duty supervisor will communicate the resolution to the individual, if still in JCSO custody, and document the resolution or inability to resolve the complaint in writing. . Nothing in this provision precludes a Person with an Auditory Disability from submitting an ADA grievance under paragraph 32(a).
33. **Retaliation and Coercion.** The JCSO will not discriminate against an individual because that individual has opposed any act or practice made unlawful by Title II of the ADA or this Agreement, or because the individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under Title II of the ADA or this Agreement. The JCSO will not coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any individual in the exercise or enjoyment of, any right granted or protected by Title II of the ADA or this Agreement. *See* 28 C.F.R. § 35.134.
34. **ADA Coordinator.**
 - a. Within thirty (30) days of the Effective Date, JCSO shall hire or designate one

JCSO employee as the JCSO ADA Coordinator, to serve as the primary point of contact for the JCSO's efforts to comply with and carry out its responsibilities under Title II of the ADA and this Agreement;

- b. The ADA Coordinator shall maintain records of all forms and information generated as a result of this Agreement and the September 19, 2019 Agreement;
 - c. The ADA Coordinator shall be the point of contact for and resolve complaints made in conjunction with Grievance Procedures set forth in paragraph 32, and preserve and maintain all records relating to each complaint;
 - d. The JCSO shall publicize to all inmates, and make available to visitors, inmate advocates, inmate family members, and representatives upon request, the contact information for the JCSO ADA Coordinator. Such information shall be included in the inmate handbook and on conspicuous posters of suitable size posted in locations where notices to inmates are normally posted. Further, such information shall be available in an accessible manner on the JCSO's website. *See* 28 C.F.R. § 35.107;
 - e. Every six months, the ADA Coordinator will review the JCSO's interactions with Persons with Auditory Disabilities and send out clarifications or reminders regarding policy to address compliance issues.
35. **Supervisors.** The JCSO shall revise its existing effective communication policies to require notification of and communication with a supervisor during *every* encounter with a Person with an Auditory Disability except for brief, simple, and routine encounters in the Jail after booking (e.g. roll call, walkthroughs, medical rounds, basic daily questions such as coming out of a cell, asking for supplies, asking about court times, etc.).
36. **Patrol Division.**
- a. **Assessment of Communication Needs and Notification.** Whenever Personnel have reason to believe an individual is a Person with an Auditory Disability and the Personnel must communicate with that individual as part of their duties, Personnel must assess that person's communication needs in accordance with 28 C.F.R. § 35.160(b)(2), paragraphs 28-31 of this Agreement, and JCSO policy. If no exigency exists, Personnel must also notify a supervisor *prior* to initiating further communication. The supervisor should confirm, and if necessary, reassess the individual's communication needs.
 - b. **Documentation of Choice of Communication.** The procedure set forth in paragraph 36(a) must be documented in the written report regarding the incident, including any auxiliary aid or service requested and whether such auxiliary aid or service was provided. When the JCSO Administrative Investigations is made aware of an allegation that any Personnel failed to ensure effective communication, it will investigate that alleged failure, employing a rebuttable presumption that no inquiry was made if such efforts are not documented in a

written report. As part of any sanction for failing to document efforts to inquire about auxiliary aids and services, Personnel may be required to complete refresher ADA training in accordance with paragraph 39, below. A second failure, which must be based on a finding following an administrative investigation, may result in a higher level of discipline.

- c. **Notification of Dispatch and Jail.** If the JCSO takes a Person with an Auditory Disability into custody, Personnel involved in arresting the individual must ask dispatch to notify booking personnel that a Person with an Auditory Disability will be arriving at the Jail.

37. **Booking and Intake.**

- a. **Deaf and/or Hard of Hearing Form and Notification.** Booking technicians/deputies are responsible for ensuring that the Deaf and/or Hard of Hearing Form is completed. The booking technician/deputy shall enter the auxiliary aid or service requests from the Form into Tiburon. A supervisor on duty will be notified by the booking technician/deputy and will confirm the choices made by the Person with an Auditory Disability on the Form, including verifying how the Form was communicated to the individual, and sign off on the Form.
- b. **Coordination with Other Jail Personnel.** When transferring a Person with an Auditory Disability from booking to the Jail, booking Personnel will notify a supervisor for jail operations, who will notify, in writing, all detentions supervisors, commanders, the Detention Chief, the Undersheriff, and the ADA Coordinator. The notification shall include (1) the auxiliary aids or services requested by the inmate, and (2) that the inmate's request can be found in Tiburon.
- c. **Inmate Handbook.** At the earliest reasonable time, JCSO 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 English is not an effective means of communication. JCSO may choose to meet this obligation by providing a video of a Qualified Interpreter or R.J. 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 Person with an Auditory Disability. At the request of an inmate who is deaf or hard of hearing, JCSO will provide that inmate with the opportunity to meet with a JCSO staff member and a Qualified Interpreter to ask any questions regarding the Inmate Handbook and any other written materials that have been provided to inmates.

38. **Jail Operations.**

- a. **Use of Accessible Telecommunications.** If a Person with an Auditory Disability notifies the unit deputy they are unable to utilize video calling on a module kiosk or requests a different type of accessible telecommunication to make a phone call

during the hours inmates are permitted to make phone calls, the unit deputy shall call a supervisor, who is responsible for ensuring that accessible communication equipment is available and in working order. All provisions of paragraph 16 of the September 16, 2019 Agreement apply.

- b. **Qualified Interpreters for Jail Programs.** Supervisors shall be responsible for ensuring that Qualified Interpreters are contacted for jail programs if indicated by the inmate's Deaf and/or Hard of Hearing Form, including, but not limited to medical care and health programs (e.g., physicals, non-routine medical screenings and treatment, dental, visual, and/or mental health examinations or treatment, drug and alcohol recovery services); educational classes and activities; hearings regarding internal Jail rule violations; criminal investigations conducted by Personnel at the correction facility in which the inmate or detainee is involved; religious services; and non-criminal investigations conducted by Personnel.
- c. **Hearing Aid and Cochlear Processor Batteries.** JCSO 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 Jail at no cost to the inmate. Replacement batteries will be provided to those requesting them as soon as possible, but no later than twenty-four (24) hours after such request, including weekends and holidays. Nothing in this Agreement requires JCSO to purchase a hearing aid or cochlear implant processor for an inmate who does not already own such a device.
- d. **Release.** Jail supervisors are responsible for coordinating auxiliary aids and services for a Person with an Auditory Disability's release, including notifying JCSO Personnel involved with release of the inmate's requested auxiliary aids and services.

39. **Training.**

- a. **Supervisor Training.** Within six (6) months of the Effective Date, and within six (6) months of the expiration of this Agreement, the JCSO will train the ADA Coordinator and all supervisors on: (1) the JCSO's effective communication policies applicable to the supervisor's position; and (2) all provisions of this Agreement pertaining to supervisors' responsibilities. An outline or presentation for the training shall be submitted to the United States for approval as outlined in Paragraph 50 of this Agreement at least thirty (30) days prior to the date of the training.
- b. **Booking Reminder.** Every six (6) months for the duration of the Agreement, all JCSO Personnel involved in booking will be reminded by e-mail or written bulletin of the following: (1) procedures for ensuring that all appropriate JCSO Personnel, including supervisors and relevant Jail Personnel, are notified of information contained on an inmate's Deaf and/or Hard of Hearing Form; and (2) the availability of qualified sign-language interpretation services. Copies of these documents will be sent to the United States.

- c. **In-Service Training.** Within six (6) months of the Effective Date, and within six (6) months of the expiration of this Agreement, the JCSO shall provide In-Service training for all Personnel in patrol, booking, and jail operations who interact with inmates and/or members of the public to include the JCSO's effective communication policies as applicable to each position. The In-Service training for all Personnel who interact with inmates and/or members of the public shall include the procedure for obtaining Qualified Interpreters as set forth in paragraph 29 of this Agreement and in paragraph 12 of the September 16, 2019 Agreement. The substance of the revised trainings shall be sent to the United States for approval as outlined in Paragraph 50 of this Agreement within four (4) months of the Effective Date.

IMPLEMENTATION AND ENFORCEMENT

40. **Notification of Noncompliance and Enforcement.** The United States may review compliance with this Agreement at any time and can enforce this Agreement if the United States believes that it or any requirement thereof has been violated by instituting a civil action in the U.S. District Court for the District of Colorado. If the United States believes that this Agreement or any portion of it has been violated, it will raise its claim(s) in writing to the Jefferson County Attorney's Office and the JCSO, as outlined in Paragraph 50 of this Agreement. Upon the United States' notification of such claim(s), the Parties will attempt to resolve the concern(s) in good faith. The United States will allow the JCSO at least thirty (30) days from the date it notifies JCSO of any breach of this Agreement to cure said breach, prior to instituting any court action to enforce the ADA or the terms of the Agreement.
41. **Lack of Waiver.** A failure by the United States to enforce any provision or deadline of this Agreement will not be construed as a waiver of the United States' right to enforce such provisions or deadlines of the Agreement.
42. **Term of Agreement.** This Agreement will remain in effect for twenty-four (24) months from the Effective Date.
43. **Voluntary Agreement.** Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.
44. **Agents and Representatives.** This Agreement is final and binding on the Parties, including all principals, agents, executors, administrators, representatives, beneficiaries, assigns, and legal representatives thereof.
45. **Signatories Bind Parties.** The person signing for each Party represents that they are authorized to bind their respective Parties to this Agreement.
46. **Public Document.** A copy of this Agreement may be made available to any person upon request, and the United States may disclose this Agreement and information about this Agreement to the public.

47. **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 JCSO's continuing responsibility to comply with all aspects of the ADA.
48. **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.
49. **Entire Agreement and Prior Negotiations.** The provisions of this Agreement set forth the entire agreement between the Parties. Any other promises, written or oral, are replaced by the provisions of this document and are no longer effective. No provision of this Agreement shall be modified or amended except pursuant to a writing signed by each of the Parties executing this Agreement. The Parties agree that prior drafts of this Agreement, along with prior contemporaneous communications between them leading or pertaining to the crafting and finalization of the Agreement, whether oral, written, or electronic, are and shall remain subject to Federal Rule of Evidence 408. Where such documents may be subject to a Freedom of Information Act request to the Department, the Department will assert all appropriate exemptions.
50. **Communications to the Parties.** Any notifications or communications required or permitted to be given to any Party under this Agreement shall be given by e-mail as follows:


To the U.S. Attorney's Office at zeyen.wu@usdoj.gov

To the JCSO at CAOSettlements@jeffco.us and JCSOADA@jeffco.us

MATTHEW T. KIRSCH
Acting United States Attorney

APPROVED AS TO FORM BY:
JEFFERSON COUNTY ATTORNEY'S OFFICE

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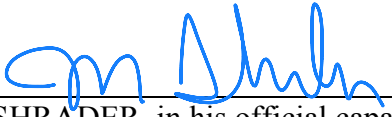


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September 23, 2021

Date

Date



JEFF SHRADER, in his official capacity as
the Sheriff of Jefferson County, Colorado

September 21, 2021

Date

Attachment A



Sign Language Interpreter?

yes



no





NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), the **[name of public entity]** will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: **[name of public entity]** does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

Effective Communication: **[Name of public entity]** will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in **[name of public entity's]** programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: **[Name of public entity]** will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in **[name of public entity]** offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of **[name of public entity]**, should contact the office of ***[name and contact information for ADA Coordinator]*** as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the **[name of public entity]** to take any action that would fundamentally alter the nature of its programs or services, or impose an undue

Attachment B

financial or administrative burden.

Complaints that a program, service, or activity of **[name of public entity]** is not accessible to persons with disabilities should be directed to ***[name and contact information for ADA Coordinator]***.

[Name of public entity] will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

[Name of public entity] Grievance Procedure under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the **[name of public entity]**. The **[e.g., State, City, County, Town]**'s Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

**[Insert ADA Coordinator's name]
ADA Coordinator [and other title if appropriate]**

Attachment B

[Insert ADA Coordinator's mailing address]

Within 15 calendar days after receipt of the complaint, **[ADA Coordinator's name]** or **[his/her]** designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, **[ADA Coordinator's name]** or **[his/her]** designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the **[name of public entity]** and offer options for substantive resolution of the complaint.

If the response by **[ADA Coordinator's name]** or **[his/her]** designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the **[City Manager/County Commissioner/ other appropriate high-level official]** or **[his/her]** designee.

Within 15 calendar days after receipt of the appeal, the **[City Manager/County Commissioner/ other appropriate high-level official]** or **[his/her]** designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the **[City Manager/County Commissioner/ other appropriate high-level official]** or **[his/her]** designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by **[name of ADA Coordinator]** or **[his/her]** designee, appeals to the **[City Manager/County Commissioner/ other appropriate high-level official]** or **[his/her]** designee, and responses from these two offices will be retained by the **[public entity]** for at least three years.