

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND
THE YMCA OF READING & BERKS COUNTY**

This Settlement Agreement ("the Agreement") is entered into between the United States of America, acting through the United States Attorney's Office for the Eastern District of Pennsylvania ("U.S. Attorney's Office"), and the YMCA of Reading & Berks County ("the Reading YMCA").

BACKGROUND

1. The Reading YMCA operates a facility at 631 Washington Street in Reading, Pennsylvania ("the facility").
2. This Agreement resolves a complaint filed with the United States Department of Justice under title III of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12181-89, and its implementing regulation, 28 C.F.R. Part 36 and Appendix A, the Standards for Accessible Design ("ADA Standards").
3. The complaint was investigated under the authority granted by Section 308(b) of the ADA, 42 U.S.C. § 12188 (b).

JURISDICTION

4. The facility is a place of public accommodation, as defined in the ADA, 42 U.S.C. § 12181(7), and its implementing regulation, 28 C.F.R. § 36.104. In addition, the Reading YMCA is a private entity that operates a place of public accommodation, and therefore is a public accommodation subject to the requirements of the ADA. 28 C.F.R. § 36.104.
5. Title III requires places of public accommodation to remove architectural barriers to access where such removal is readily achievable, *i.e.*, easily accomplishable and able to be carried out without much difficulty or expense. 42 U.S.C. § 12182 (b)(2)(A)(iv), and 28 C.F.R. § 36.304.
6. Barrier removal is "an ongoing requirement," *see* ADA Standards, and the implementing regulations provide for an order of priorities when removing barriers, *see* 28 C.F.R. § 36.304(c).
7. Title III requires that additions or alterations made to places of public accommodation after January 26, 1992, be readily accessible to and usable by people with disabilities to the maximum extent feasible in accordance with the ADA Standards. 42 U.S.C. § 12183(a)(2) and 28 C.F.R. §§ 36.402 and 36.406.
8. In order to avoid further investigation and possible litigation, the parties hereby agree as follows:

STATEMENT OF FACTS

9. On or about March 12, 2015, the Disability Rights Section of the Civil Rights Division of the United States Department of Justice received a complaint alleging that the Reading YMCA is not accessible to individuals with disabilities, including individuals who have mobility impairments.
10. The complaint was referred to the U.S. Attorney's Office for investigation.
11. The U.S. Attorney's Office interviewed the complainant, conducted a site visit, and took photographs at the facility.
12. The U.S. Attorney's Office thereafter consulted an architect who specializes in accessible design under the ADA Standards.
13. Based upon information obtained during the site visit, the facility has not been renovated or altered since January 26, 1992, except for the addition of a family-friendly restroom in approximately 2006-2008.
14. Because the Reading YMCA is an existing facility, the ADA requires the Reading YMCA to remove barriers when doing so is readily achievable. In addition, any alterations of the facility that affect usability constitute alterations must be readily accessible to and usable by individuals with disabilities, and thus must comply with the ADA Standards. Accordingly, the addition of the family-friendly restroom in approximately 2006-2008 must comply with the ADA Standards to the maximum extent feasible.
15. The U.S. Attorney's Office identified the following four general areas of the facility that are architectural barriers to access for individuals with disabilities: parking, entrance signage, swimming pool lift, and the family-friendly restroom. The U.S. Attorney's Office discussed these deficiencies in a letter of findings dated May 10, 2016, and incorporated herein by reference.

ACTIONS TO BE TAKEN BY THE READING YMCA

16. The Reading YMCA has agreed to take the following steps to comply with the requirements of title III of the ADA regarding the facility and its obligation to remove architectural barriers:
 - a. The Reading YMCA will provide a van accessible parking space with a 96" wide access aisle located on the shortest accessible route to the facility's entrance ramp, consistent with the ADA Standards Sections 208.2 and 502. The Reading YMCA will provide this parking space on or before December 31, 2016, except that:

- (1) If an architect determines that any portion of the parking lot must be regraded to comply with the ADA Standards, the Reading YMCA will provide the parking space on or before June 30, 2017.
 - (2) If the Reading YMCA undertakes good faith efforts to provide the parking space by December 31, 2016, but an architect or the contractor performing the work determines that inclement winter weather conditions make it infeasible to complete the project by December 31, 2016, the Reading YMCA will provide the parking space within 21 days after the inclement weather conditions abate, and no later than April 30, 2017.
- b. On or before March 30, 2017, the Reading YMCA will install a directional sign identified with the International Symbol of Accessibility indicating the location of the accessible entrance at all inaccessible entrances, consistent with the ADA Standards Sections 216.6, 703.5, and 703.7.2.1.
- c. On or before March 30, 2017, the Reading YMCA will install a vertical sign identifying the accessible parking spaces and mounted 60" above the ground surface to the bottom of the sign, in accordance with the ADA Standards Sections 216.5 and 502.6.
- d. On or before March 30, 2017, the Reading YMCA will install a directional sign indicating the location of the accessible toilet/bathing room at all inaccessible toilet/bathing rooms, consistent with the ADA Standards Sections 216.8, 703.5, and 703.7.2.1.
- e. On or before September 1, 2017, the Reading YMCA will budget for the purchase and installation of a new lift in the swimming pool. In addition, on or before March 1, 2018, the Reading YMCA will install the lift in compliance with the ADA Standards. At a minimum, the lift will be independently operable, contain footrests, and have a clear adjacent desk space of at least 36 x 48, consistent with the ADA Standards Sections 242.2, 1009.2.6, 1009.2.7, and 1009.2.3.
- f. On or before December 31, 2019, the Reading YMCA will modify the family-friendly restroom in a manner that complies with all applicable ADA Standards. In addition, the Reading YMCA will remedy the current deficiencies in the family-friendly restroom by providing, in order of priority, the following:
 - (1) a toilet compartment at least 60" wide, consistent with the ADA Standards Sections 213.3.1 and 604.8.1.1.
 - (2) a toilet for which the centerline is at least 16" to 18" from the side wall, consistent with the ADA Standards Sections 213.3.2 and 604.2.


- (3) a 42" long wall mounted side grab bar and 36" long rear grab bar, consistent with the ADA Standards Sections 213.3.1, 604.8.1.5, 604.5.1, 604.5.2, and 609.
 - (4) lavatory faucet knob hardware that does not require tight grasping and twisting of the wrist, consistent with the ADA Standards Sections 213.3.4 and 606.4.
 - (5) a seat in the transfer shower, consistent with the ADA Standards Sections 213.3.6 and 608.4.
 - (6) grab bars in the transfer shower, consistent with the ADA Standards Sections 213.3.6 and 608.3.
 - (7) a shower hose in the transfer shower, consistent with the ADA Standards Sections 213.3.6 and 608.6.
17. The Attorney General is authorized, pursuant to 42 U.S.C. § 12188(b)(1)(B), to bring a civil action to enforce title III of the ADA in any situation where the Attorney General finds a pattern or practice of discrimination or an issue of general public importance.
18. In consideration of the terms of this Agreement as set forth above, the U.S. Attorney's Office agrees to refrain from undertaking further investigation or from filing a civil suit under title III in this matter arising out of the investigation described in paragraphs 9-15, except as provided in paragraphs 19-20.

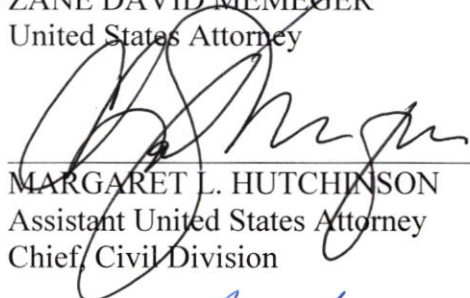
IMPLEMENTATION AND ENFORCEMENT OF THE AGREEMENT

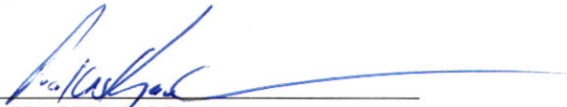
19. The United States may review compliance with this Agreement at any time and can enforce this Agreement if the United States believes that it or any requirement thereof has been violated by instituting a civil action in U.S. District Court. If the United States believes that this Agreement or any portion of it has been violated, it will raise its claim(s) in writing with the Reading YMCA, and the parties will attempt to resolve the concern(s) in good faith. The United States will allow the Reading YMCA thirty days from the date it notifies the Reading YMCA of any breach of this Agreement to cure the breach prior to instituting any court action to enforce the ADA or the terms of the Agreement.
20. Nothing contained in this Agreement is intended or shall be construed as a waiver by the United States of any right to institute proceedings against the Reading YMCA for violations of any statutes, regulations, or rules administered by the United States or to prevent or limit the right of the United States to obtain relief under the ADA.
21. A failure by the United States to enforce any term of this Agreement shall not be construed as a waiver of its right to enforce any other portion of this Agreement.


22. This Agreement is a public document. Copies of this Agreement, and any information contained in the Agreement may be made available to any person at any time. The United States may provide copies of these documents to any person upon request.
23. The Effective Date of this Agreement is the date of the last signature below.
24. This Agreement shall be binding on the Reading YMCA, and its successors and assigns. The Reading YMCA shall have a duty to notify all such successors and assigns. The term of this Agreement shall be four years from the Effective Date of this Agreement.
25. This document constitutes the entire Agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or the agents of either party that is not contained in this written Agreement, shall be enforceable. This Agreement is limited to the matters raised in the complaint and does not address any other issues of ADA compliance by the Reading YMCA. This Agreement does not affect the continuing responsibility of the Reading YMCA to comply with all aspects of the ADA.
26. The signers of this document affirm that they are authorized to bind the parties to this Agreement that each represents.
27. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.
28. Facsimiles or scanned PDFs of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

For the United States of America:



ZANE DAVID MEMEGER
United States Attorney

MARGARET L. HUTCHINSON
Assistant United States Attorney
Chief, Civil Division

PAUL W. KAUFMAN
Assistant United States Attorney

MICHAEL S. MACKO
Assistant United States Attorney

DATED: 10/17/16

For the YMCA of Reading & Berks County:



KIM JOHNSON
President and CEO
YMCA of Reading & Berks County



JOHN E. MUIR, ESQ.
Vice Chairman, Board of the YMCA of Reading & Berks County
Counsel for the YMCA of Reading & Berks County

DATED: October 4, 2016