

**VOLUNTARY COMPLIANCE AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND CLARK COUNTY, NEVADA.
DJ NO. 204-46-181**

This agreement (the "Agreement") is entered into between the United States of America and Clark County Elections Department (the "County"), Nevada (collectively, the "Parties").

INTRODUCTION

1. The United States conducted an investigation of the County under Title II of the Americans with Disabilities Act of 1990, as amended ("Title II" and "ADA"), 42 U.S.C. §§ 12131-12134, and Title II's implementing regulation, 28 C.F.R. Part 35.

2. In the June 11, 2024, Primary Election, the County maintained 65 polling place locations, including buildings that are privately or publicly owned. The County is responsible for selecting each polling place and ensuring the accessibility of each polling place.

3. On June 11, 2024, the United States surveyed 8 of the County's polling places used during the 2024 Primary Election. The United States observed that all polling places surveyed contained architectural or equipment barriers that rendered the facilities inaccessible to voters with disabilities. These issues included a lack of van accessible parking and signage; gaps on routes from public sidewalks to the accessible entrance, excessively sloped parking access aisles, protruding objects and out of reach range ballot drop boxes.

4. Individuals with mobility impairments have disabilities within the meaning of the ADA where those impairments substantially limit one or more major life activities of such individuals, including walking. Individuals with vision impairments have disabilities within the meaning of the ADA where those impairments substantially limit one or more major life activities of such individuals, including seeing. 42 U.S.C. § 12102(2).

5. The County is a public entity within the meaning of the ADA, 42 U.S.C. § 12131(1), and 28 C.F.R. § 35.104, and is therefore subject to Title II and its implementing regulation.

6. The term "Clark County" or "the County" as used in this Agreement, shall include the Clark County Election's Department and all of its members, officers, employees, contractors, successors, assigns, and administrative personnel, and any other person under the authority or control of Clark County.

7. The County operates services, programs, and activities within the meaning of Title II, including operating a voting program for federal, state, and local elections for which it selects and uses sites as polling places.

8. The Attorney General is responsible for administering and enforcing Title II of the ADA, 42 U.S.C. §§ 12131-12134, and its implementing regulation, 28 C.F.R. Part 35. The Department of Justice is authorized, under 28 C.F.R. Part 35, Subpart F, to investigate the allegations in this matter, to issue findings, and to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action to enforce Title II of the ADA.

9. The Parties agree that it is in their mutual interest, and the United States believes that it is in the public interest, to resolve this investigation on mutually agreeable terms without litigation. In consideration of the mutual promises contained in this Agreement, good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to avoid the costs, expenses, and uncertainty of protracted litigation, the Parties, intending to be legally bound, enter into this Agreement.

TERMS OF AGREEMENT

I. Definitions

10. "Election" or "Election Day" shall include both the period of Early Voting and Election Day for all elections operated by the County, including primary and general elections.

11. "Accessible on Election Day" means that a polling place (including a facility where a voter may drop off a mail-in ballot) is compliant with the 2010 ADA Standards for Accessible Design ("2010 Standards") (28 C.F.R. § 35.104, as set forth in appendices B and D to 36 C.F.R. Part 1191 and the requirements contained in 28 C.F.R. § 35.151) on Election Day, whether such compliance is achieved through ADA-compliant permanent modifications or through the use of temporary measures such as those provided for in Paragraph 22 below.

12. "Election Day Surveyors" or "EDSs" are Clark County personnel who will review compliance at polling place locations where temporary measures are to be implemented on Election Day.

13. "Effective Date" of this Agreement is the date of the last signature below. Unless otherwise specified, all time periods run from the Effective Date.

14. "Expert" is an individual chosen by the Parties with expertise in the accessibility of polling places under the ADA, including expertise with the ADA Standards for Accessible Design, including the 1991 and 2010 Standards. This individual will provide technical assistance to the County as set forth in this Agreement.

II. Obligations of the County

A. Accessible Voting Program

15. The County will take all reasonable and necessary steps to effectuate its obligation to comply with the ADA with respect to its voting program and this Agreement. In particular, the County shall revise all relevant policies, practices, and procedures to meet the following obligations:

- a. The County shall not exclude qualified individuals with disabilities from participation in or deny them the benefits of its voting program, or subject them to discrimination, on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(a), 35.149.
- b. The County shall maintain in operable working condition those features of facilities and equipment that are required by the ADA to be readily accessible to and usable by persons with disabilities. 28 C.F.R. § 35.133.
- c. The County shall administer its voting program in the most integrated setting appropriate to the needs of persons with disabilities. *Id.* § 35.130(d).
- d. The County shall afford voters with disabilities the same amount of privacy and independence provided to voters without disabilities. *Id.* § 35.130(b)(1)(ii).
- e. The County shall take appropriate steps to ensure that communications with voters, applicants, members of the public, and companions with disabilities are as effective as communications with others. *Id.* § 35.160(a)(1).
- f. The County shall furnish appropriate auxiliary aids and services where necessary to afford individuals with disabilities, including voters, applicants, companions, and members of the public, an equal opportunity to participate in, and enjoy the benefits of the voting program. Such auxiliary aids and services must be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability. *Id.* § 35.160(b).
- g. Within ninety (90) days of the Effective Date of this Agreement, the County shall submit its revised policies, practices, and procedures to the United States for review and approval. Within ten (10) days of receiving comments from the United States, the County shall incorporate in its policies, practices, and procedures any additions or modifications proposed by the United States that bring the County's policies, practices, and procedures into compliance with the ADA.

16. The County shall provide accessible polling places in order to have an accessible voting program, including a program that is accessible to persons with mobility or vision disabilities. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130, 35.149. The County shall select facilities to be used as polling places that do not exclude qualified individuals with disabilities from or deny them the benefits of the polling place, or otherwise subject them to discrimination. 42 U.S.C. § 12132; 28 C.F.R. § 35.130 (b) (4).

17. For all elections occurring after the Effective Date of this Agreement, the County will implement measures to remediate the issues identified in Attachment A, to make those polling place locations Accessible on Election Day, or will relocate those locations not remediated to an alternative accessible location pursuant to the process established in Paragraphs 25 and 28 of this Agreement. The County will use the survey instrument as

described in Paragraph 24 to complete the remediation plans. The County will provide its remediation plan to the Expert, as described in Paragraph 25, within ninety (90) days of the Effective Date of this Agreement. If the County asserts, and the United States agrees, that remediation and relocation to an accessible polling place location are infeasible, then the County shall comply with Title II's program accessibility requirements as described in Paragraph 27 of this Agreement. 28 C.F.R. §35.150.

18. Nothing in this Agreement limits the County from making ADA-compliant, permanent modifications to County-owned polling place locations instead of providing temporary remedial measures or relocating a polling place location.

19. For County-owned facilities, the County shall maintain in operable working condition on Election Day the features and equipment (including 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 polling places Accessible on Election Day. 28 C.F.R. § 35.133(a). If circumstances arise such that a County-owned polling place location that was previously accessible is no longer accessible because features or equipment are no longer operable, then the County shall either provide operable equipment or the County will relocate the polling place to an alternative, accessible location pursuant to the process established in Paragraphs 25 and 28 of this Agreement. If the County asserts, and the United States agrees, that remediation and relocation to an accessible polling place location are infeasible, then the County shall comply with Title II's program accessibility requirements as described in Paragraph 27 of this Agreement.

20. For all facilities not owned by the County, the County shall maintain in operable working condition on Election Day the features and equipment owned by the County (including temporary equipment such as portable ramps, traffic cones, signs, wedges, and door stops) that are required to make polling places Accessible on Election Day. 28 C.F.R. § 35.133(a). If circumstances arise such that a polling place location not owned by the County that was previously accessible is no longer accessible because the features or equipment owned by the County are no longer operable, then the County shall either provide operable temporary equipment or the County will relocate the polling place to an alternative, accessible location pursuant to the process established in Paragraphs 25 and 28 of this Agreement. If the County asserts, and the United States agrees, that remediation and relocation to an accessible polling place location are infeasible, then the County shall comply with Title II's program accessibility requirements as described in Paragraph 27 of this Agreement.

21. Intentionally Omitted.

22. The County agrees that the following measures will be implemented where necessary to make an otherwise inaccessible polling place Accessible on Election Day. The list of measures is not exhaustive; the County may propose other reasonable, temporary measures subject to the review and approval of the United States.

- 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 movable barriers.
- f. Door stops.
- g. Propping open doors.
- h. Unlocking doors or gates.
- i. Signage, including parking and accessible entrance directional signage.
- j. Portable buzzers or door bells.
- k. Removing astragals (center door posts on double doors) that are not a permanent part of the structure from doorways.
- l. Temporary gap filler.

B. Survey and Review of Polling Place Locations

23. The County shall revise its policies, practices, and procedures consistent with Paragraph 15 of this Agreement, within ninety (90) days of the Effective Date of this Agreement, the County shall submit its revised policies, practices, and procedures to the United States for review and approval. Within ten (10) days of receiving comments from the United States, the County shall incorporate in its policies, practices, and procedures any additions or modifications proposed by the United States that bring the County's policies, practices, and procedures into compliance with the ADA.

24. The County will adopt a polling place accessibility survey instrument that conforms with the 2010 Standards. The survey instrument will include: (1) measurements of each feature in the survey form (e.g., width of parking space, slope of curb ramp); (2) photographs of each element of the polling place and of each measurement; (3) the identification of all appropriate remedial measures, including the remedial measures in Paragraph 22 of this Agreement; and (4) measurements (including slope measurements) and photographs of each remedial measure as it will be implemented on Election Day. The survey instrument will be submitted to the United States for review and approval within ninety (90) days of the Effective Date of this Agreement. Within ten (10) days of receiving comments from the United States, the County shall incorporate in its survey instrument any reasonable changes, additions, or modifications proposed by the United States.

25. For all polling place locations that were not surveyed by the United States in the June 11, 2024 Primary Election and that the County intends to use in future elections, the County will conduct a survey using the survey instrument referenced in Paragraph 24 of this

Agreement. The County shall provide completed surveys to the Expert on a monthly and rolling basis. The Expert will assess whether the completed surveys reflect an accurate assessment of accessibility on Election Day of the polling place. If the Expert disputes the accuracy of a completed survey or concludes that the County has proposed a remedial action that does not fully address a barrier to accessibility, then the County shall re-survey the portions of the location in question and re-submit the completed survey to the Expert. Nothing in this Agreement should be interpreted to prevent the County from consulting with the Expert during the survey process, before a survey is completed. The Expert shall provide a monthly report to the United States including completed surveys and the Expert's assessments and recommendations.

26. If the United States disputes the accuracy of a completed survey or concludes that the County has proposed a remedial action that does not fully address a barrier to accessibility, then the County shall re-survey the portions of the location in question and re-submit the completed survey to the Expert and the United States. If the United States concludes that the polling place will not be accessible on Election Day, then the County shall implement appropriate remedial measures to make the polling place accessible on Election Day. If the County chooses not to or is unable to implement one or more of the remedial measures identified to make a polling place accessible on Election Day, it shall relocate the inaccessible location to an accessible location selected pursuant to the process established by Paragraphs 24-27 no less than sixty (60) days prior to Election Day. Nothing in this Agreement should be interpreted to prevent the County or the Expert from consulting with the United States during the survey process, before a survey is completed.

27. If the County asserts that neither remediation nor relocation of a polling place is feasible, the County shall provide a report to the Expert for each such polling place to include the following documented components:

- a. A list of potentially viable alternative facilities in the same general geographic area, whose owners or operators were contacted, to serve as proposed polling places;
- b. Surveys of the potentially viable alternative facilities where the owners or operators of the locations responded "yes" or "maybe" for the facility's use as a polling place;
- c. A list of necessary remediations (including temporary measures) and how they will be placed or implemented for the potentially viable alternative polling place;
- d. A list of barriers to access remaining after all remediations are put in place or implemented for each potentially viable alternative polling place; and
- e. If all the polling places under consideration include physical barriers that cannot be remediated with temporary measures, a comparative analysis regarding the number and type of barriers that cannot be remediated with temporary measures at each polling place.

The Expert shall review the documents and the County's assertion that remediation or relocation is not feasible. Thereafter, the Expert shall provide a report and recommendation to the United States regarding feasibility and location choice. If the United States agrees that remediation or relocation are not feasible, then the County shall comply with Title II's program accessibility requirements (*see* 28 C.F.R. Part 35, Subpart D) at the selected location in a manner approved by the United States, and to include effective curbside voting. The County shall also publish notice regarding the inaccessibility of the polling place in an accessible manner, through its website, information mailed to voters, social media, and other appropriate local media at least sixty (60) days before an election and will update the information if there are changes to the accessibility status and availability.

28. The County shall select polling place locations that are Accessible on Election Day to persons with disabilities. It shall be the County's policy and practice to review each newly proposed polling place location to determine whether it is Accessible on Election Day prior to its use in an election. The County shall use the survey instrument referenced in Paragraph 24 of this Agreement to make all future polling place location selections. If the County ultimately determines that a newly proposed location is inaccessible (as defined by the survey instrument) and cannot be made Accessible on Election Day, then the County will reject the location and continue searching until a location that will be Accessible on Election Day can be found subject to Paragraph 27.

29. If the County finds that it cannot implement a previously approved remedial provision for a specific polling place location, the County will immediately notify and confer with the United States. If the issue cannot be resolved to the United States' satisfaction, the County will relocate the polling place location to an alternative location that is Accessible on Election Day pursuant to the process established by Paragraphs 25 and 28 of this Agreement.

C. Election Officer and Poll Worker Training

30. Prior to each election during the term of this Agreement, as part of its training program for election officers and poll workers, the County will provide training on Title II of the ADA and the requirements of this Agreement as applied to Clark County's voting program, including:

- a. Voting room or area requirements, including requirements related to setting up the accessible voting machine, under the 2010 ADA Standards;
- b. Temporary remedial measures, including: (a) why such measures are necessary; (b) how the measures must be implemented (*e.g.*, how to install ramps, the placement of mats over (and not in front of) thresholds); and (c) a description of the role of Clark County's Election Day Surveyors (EDSs), as set forth in Paragraph 35 of this Agreement, and the need to follow the instructions of the EDSs regarding the implementation of temporary measures on Election Day;
- c. Interacting with individuals with disabilities and making reasonable modifications necessary to ensure that qualified individuals with disabilities are

afforded an equal opportunity to participate in Clark County's voting program;
and

- d. The County's revised policies, practices, and procedures, including the policies, practices, and procedures revised pursuant to Paragraphs 154, 20, 23, and 24.

31. For each session of the training conducted under this Agreement, the County shall maintain attendance logs reflecting the date of the training, names and titles of attendees, and the attendees' signatures.

32. After the first election occurring after the Effective Date of this Agreement, and at each training session for each election thereafter, the County will identify each election officer in attendance whose polling place was identified as non-compliant by an EDS compliance review from the previous election (pursuant to Paragraph 35 of this Agreement). The County will explain to each election officer the nature of the noncompliance and explain what the election officer must do to remedy the identified issue(s) on Election Day.

33. Prior to each election during the term of this Agreement, the County will provide training to all EDSs designated pursuant to Paragraph 35 of this Agreement. The training of the EDSs will address: (a) temporary measures, including why they are needed and how the measures must be implemented (*e.g.*, how to install ramps, the placement of mats over (and not in front of) thresholds); (b) how to resolve errors in the implementation of temporary measures on Election Day; (c) how to document the implementation of temporary measures on Election Day using checklists or compliance review forms referenced in Paragraph 34 of this Agreement; and (d) what the EDSs are required to do to implement the requirements of this Agreement.

D. Election Day Compliance Review

34. The County will develop a checklist of the temporary measures to be implemented on Election Day at each polling place location where such measures are required. The checklist shall be included in the materials provided to each election officer for Election Day and provided to each County employee or vendor involved in installing or implementing temporary measures for Election Day. The checklist shall include clear instructions and diagrams/photos for the remedial measures to be implemented by the polling place election officer. Copies of these checklists, instructions, and diagrams/photos will be provided to the Expert forty-five (45) days before each election, and the Expert will provide a report regarding the forms and any recommendations to the United States thirty (30) days before each election.

35. The County will designate County personnel (or contractors) as EDSs to review compliance at the polling place locations where temporary measures are to be implemented on Election Day. The County will provide at least two teams of two members in each countywide election. For each election that is not countywide, the County will field a number of teams that is similarly proportionate to the size of the election. The EDSs shall review compliance at all polling place locations in each election. Any polling place location found by the EDSs to be non-compliant in an election shall be reviewed by EDSs in the subsequent election. The EDSs shall review polling places where temporary measures are to be

implemented on a rotating basis so that they are not reviewing the same polling place locations in a subsequent election, except for those found to be non-compliant.

36. The County and the EDSs will use the checklist developed pursuant to Paragraph 34 of this Agreement to review compliance on Election Day. The EDSs shall document their compliance reviews (both compliant and non-compliant polling place locations) with detailed photographs. After documenting a non-compliant polling place location, the EDSs shall remedy any non-compliant implementation of a temporary remedy when possible. Copies of these compliance reviews will be provided to the Expert within sixty (60) days after the Election Day. The Expert will provide a report regarding the forms and any recommendations, including recommendations consistent with Paragraph 30 of this Agreement, to the United States within sixty (60) after receipt of the forms from the County.

37. If the County does not properly implement the temporary remedial measures necessary at a particular polling place location on Election Day in two (2) consecutive elections, and, if the polling place location is a County-owned polling place location and the County does not make permanent architectural remediation, then the County will no longer use the polling place location and will relocate it to a location that is Accessible on Election Day. If the County asserts, and the United States agrees, that remediation and relocation to an accessible polling place location are infeasible, then the County shall comply with Title II's program accessibility requirements, as described in Paragraph 27 of this Agreement.

E. Staff Training

38. Within one hundred twenty (120) days of the Effective Date of this Agreement, the County will provide training from an outside source to all relevant County employees and any relevant contractors or vendors, including those who conduct surveys or implement temporary measures, on Title II of the ADA and the requirements of this Agreement as applied to the County's voting program, including:

- a. Polling place accessibility requirements under the 2010 ADA Standards;
- b. Temporary remedial measures, including: (a) why such measures are necessary; (b) how the measures must be implemented (*e.g.*, how to install ramps, the placement of mats over (and not in front of) thresholds); and (c) a description of the role of the County's Election Day Surveyors (EDSs), as set forth in Paragraph 35 of this Agreement, and the need to follow the instructions of the EDSs regarding the implementation of temporary measures on Election Day;
- c. Interacting with individuals with disabilities and making reasonable modifications necessary to ensure that qualified individuals with disabilities are afforded an equal opportunity to participate in the County's voting program; and

- d. The County's revised policies, practices, and procedures, including the policies, practices, and procedures revised pursuant to Paragraphs 15, 21, 23, 24, and 27.

39. The County may tape the initial training to use for employees hired after the initial training. The County will provide this training on an annual basis for the duration of this Agreement. The County must obtain the United States' approval of the trainer and the materials to be used in the training.

40. For each session of the training conducted under this Agreement, the County shall maintain attendance logs reflecting the date of the training, names and titles of attendees, and the attendees' signatures.

F. Subject Matter Expert

41. Starting no later than thirty (30) days from the Effective Date, the County will conduct its solicitation process for the identification and selection of the Expert. The County and the United States shall agree on the statement of qualifications and prerequisites for the Expert before soliciting bids for the Expert. In order to ensure that this solicitation process proceeds efficiently, the United States shall take no more than seven (7) days to review the statement of qualification and prerequisites for the Expert. The County will redo the bidding process in the event that no qualified vendors submit bids during the initial solicitation until a qualified Expert is selected. The County's selection of an Expert is subject to approval by the United States, which approval shall not be unreasonably withheld.

42. All of the costs for the services of, and associated with, the Expert (including all reasonable expenses incurred by the Expert in the course of the performance of the duties of the Expert) shall be paid by the County.

43. The Expert will provide training and technical assistance to assist the County in complying with its obligations under this Agreement. The County shall cooperate fully with the Expert. The Expert shall provide reports and other information to the United States as provided for in Paragraphs 25, 26, 27, 34, and 36. The Expert will also analyze and report on data reflecting the County's progress in complying with the physical accessibility section of this Agreement.

44. The Expert and the United States shall have full access to persons, employees, facilities, buildings, programs, services, documents, data, records, materials, and things that are necessary to assess the County's progress and implementation efforts with this Agreement. Upon request of the Expert or the United States, the County will produce data and other information in a report or tabulated format. The United States and/or the Expert will provide reasonable notice of any visit or inspection.

45. The Expert shall review and provide recommendations regarding the County's use of each polling place or ballot drop box location as provided for in Paragraphs 25, 26, 27, 34, and 36 of this Agreement.

46. In addition to reviewing and analyzing surveys and proposed remedial measures, the Expert shall assess the quality and sufficiency of the County's survey process and implementation of remedial measures.

47. The Expert will provide the County with technical assistance relating to any aspect of the physical accessibility of polling places as provided for in this Agreement.

III. Enforcement and Miscellaneous Provisions

48. All notices, demands, or other communications including reporting materials sent to the United States pursuant to this Agreement shall be in writing and delivered by e-mail to ednin.martinez@usdoj.gov and elizabeth.johnson@usdoj.gov (or to any other e-mail address that the United States designates during the term of this Agreement) or by overnight delivery to United States Department of Justice, ATTN: Ednin D. Martinez, AUSA, Civil Rights Coordinator 501 Las Vegas Blvd. S, Suite 1100 Las Vegas, NV 89101.

49. The United States may review compliance with this Agreement at any time. The County will cooperate fully with the Experts and the United States' efforts to monitor compliance with this Agreement, including but not limited to, providing the Expert and the United States with timely access to polling places (including during the entire election period), maps, surveys, employees, contractors, training sessions, relevant documents, and other reasonably requested information. If the United States believes that the County has failed to comply in a timely manner with any requirement of this Agreement or that any requirement has been violated, the United States will notify the County in writing and the Parties will attempt to resolve the issue in good faith. If the United States is unable to reach a satisfactory resolution of the issue within sixty (60) days of the date it notifies the County, the United States may take other action including filing an action to enforce this Agreement or may seek any other appropriate relief.

50. Term: This Agreement shall terminate in four years.

51. Entire Agreement: This Agreement, including Attachment A, constitutes the entire agreement between the United States and the County on the matters raised herein and no other statement or promise, written or oral, made by any party or agents of any party, that is not contained in this written Agreement, including Attachment A, shall be enforceable.

52. Severability: If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect.

53. Non-Waiver: Failure by the United States to enforce any provisions or deadlines in this Agreement shall not be construed as a waiver of the right of the United States to enforce any deadlines or provisions of this Agreement.

54. Limitation: This Agreement is limited to resolving claims under Title II of the ADA related to the facts specifically set forth in Paragraphs 1-3, above, concerning physical accessibility of polling places. Nothing in this Agreement relates to other provisions of the

ADA or affects the County's obligations to comply with any other federal, state, or local statutory, administrative, regulatory, or common law obligation, including those relating to nondiscrimination against individuals with disabilities. .

55. Modifications: Any modifications of this Agreement, such as extensions of the time limits for performance imposed by the Agreement, may be made only by the mutual written consent of the Parties.

56. Binding Nature of Agreement: This Agreement shall be applicable to and binding upon the County, its officers, agents, employees, and assigns.

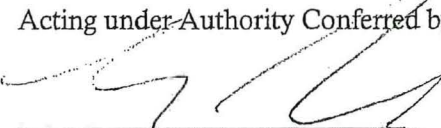
57. Preservation of Documents: Throughout the term of this Agreement, the County shall preserve documents, electronically stored information, or other information related to this Agreement and necessary to determining the County's compliance with this Agreement.

58. Counterparts: This Agreement may be executed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

59. Publicly Available: A copy of this document will be made available to any person by the County on request.

FOR THE UNITED STATES OF AMERICA:

SUE P. FAHAMI
First Assistant United States Attorney
Acting under Authority Conferred by 28 U.S.C. § 515



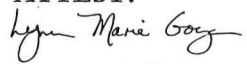
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Suite 1100 Las Vegas, NV 89101.
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FOR CLARK COUNTY:


Tick Segerblom (Dec 22, 2024 16:03 PST)
TICK SEGERBLOM, Chair of the Clark County
Board of County Commissioners

Date: December 17, 2024

ATTEST:

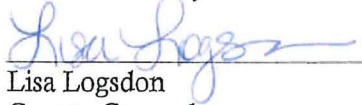


LYNN MARIE GOYA
County Clerk

APPROVED AS TO FOR:

STEVEN B. WOLFSON

District Attorney



Lisa Logsdon

County Counsel

Clark County District Attorney's Office

500 S Grand Central Pkwy 5th Floor

Las Vegas, Nevada 89155-1111

Email: lisa.logsdon@clarkcountydav.gov

12/5/24

Date:

Name of Polling Place	Element Name	Noncompliant Item	§§ 1991 ADA Standards	§§ 2010 ADA Standards	2010 ADA Requirement
Blue Diamond Crossing	Parking	Temporary signage obstructs accessible route/access aisle	4.6.3	502.2 502.3	502.2 Vehicle Spaces. Car parking spaces shall be 96 inches (2440 mm) wide minimum and van parking spaces shall be 132 inches (3350 mm) wide minimum, shall be marked to define the width, and shall have an adjacent access aisle complying with 502.3. EXCEPTION: Van parking spaces shall be permitted to be 96 inches (2440 mm) wide minimum where the access aisle is 96 inches (2440 mm) wide minimum. 502.3 Access Aisle. Access aisles serving parking spaces shall comply with 502.3. Access aisles shall adjoin an accessible route. Two parking spaces shall be permitted to share a common access aisle.
Blue Diamond Crossing	Exterior Route from Public Sidewalk to Polling Place Entrance	The route from the public sidewalk to the accessible entrance includes surface openings greater than ½" wide	4.5.4	302.3	302.3 Openings. Openings in floor or ground surfaces shall not allow passage of a sphere more than ½ inch (13 mm) diameter except as allowed in 407.4.3, 409.4.3, 410.4, 810.5.3 and 810.10. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.
Blue Diamond Crossing	Exterior Route from Public Sidewalk to Polling Place Entrance	The route from the public sidewalk to the accessible entrance includes objects that hang over the circulation path at less than 80" AFG	4.4.2	307.4	307.4 Vertical Clearance. Vertical clearance shall be 80 inches (2030 mm) high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches (2030 mm) high. The leading edge of such guardrail or barrier shall be located 27 inches (685 mm) maximum above the finish floor or ground. EXCEPTION: Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.
Blue Diamond Crossing	Exterior Route from Public Sidewalk to Polling Place Entrance	The route from the public sidewalk to the accessible entrance has cross slope that exceeds 2.08%	4.3.9	405.3	403.3 Slope. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48.
Blue Diamond Crossing	Voting Area	The voting area includes objects that hang over the circulation path at less than 80" AFF	4.4.2	307.4	307.4 Vertical Clearance. Vertical clearance shall be 80 inches (2030 mm) high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches (2030 mm) high. The leading edge of such guardrail or barrier shall be located 27 inches (685 mm) maximum above the finish floor or ground. EXCEPTION: Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.
Coleman Senior Center	Parking	Parking/access aisle slope exceeds 2.08%	4.6.3	502.4	502.4 Floor or Ground Surfaces. Parking spaces and access aisles serving them shall comply with 302. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted. EXCEPTION: Slopes not steeper than 1:48 shall be permitted.
Coleman Senior Center	Exterior Route from Public Sidewalk to Polling Place Entrance	The route from the public sidewalk to the accessible entrance includes objects that hang over the circulation path at less than 80" AFG	4.4.2	307.4	307.4 Vertical Clearance. Vertical clearance shall be 80 inches (2030 mm) high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches (2030 mm) high. The leading edge of such guardrail or barrier shall be located 27 inches (685 mm) maximum above the finish floor or ground. EXCEPTION: Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.
Coleman Senior Center	Voting Area	The voting area includes objects that hang over the circulation path at less than 80" AFF	4.4.2	307.4	307.4 Vertical Clearance. Vertical clearance shall be 80 inches (2030 mm) high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches (2030 mm) high. The leading edge of such guardrail or barrier shall be located 27 inches (685 mm) maximum above the finish floor or ground. EXCEPTION: Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.
East Las Vegas Library	Exterior Route from Public Sidewalk to Polling Place Entrance	The route from the public sidewalk to the accessible entrance has cross slope that exceeds 2.08%	4.3.9	405.3	403.3 Slope. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48.
East Las Vegas Library	Voting Area	The voting area includes objects that hang over the circulation path at less than 80" AFF	4.4.2	307.4	307.4 Vertical Clearance. Vertical clearance shall be 80 inches (2030 mm) high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches (2030 mm) high. The leading edge of such guardrail or barrier shall be located 27 inches (685 mm) maximum above the finish floor or ground. EXCEPTION: Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.
East Las Vegas Library	Ballot Drop Box	The slot on the ballot drop box is out of reach range	4.2.6	308.3	308.3 Side Reach 308.3.1 Unobstructed. Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches (1220 mm) maximum and the low side reach shall be 15 inches (380 mm) minimum above the finish floor or ground. [S.H. 4.2.6] EXCEPTIONS: 1. An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches (255 mm) maximum. 308.3.2 Obstructed High Reach. Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches (865 mm) maximum and the depth of the obstruction shall be 24 inches (610 mm) maximum. The high side reach shall be 48 inches (1220 mm) maximum for a reach depth of 10 inches (255 mm) maximum. Where the reach depth exceeds 10 inches (255 mm), the high side reach shall be 46 inches (1170 mm) maximum for a reach depth of 24
Henderson City Clerk City Hall	Exterior Route from Parking to Polling Place Entrance	The route from accessible parking to the accessible entrance has slope that exceeds 5%	4.3.8	402.2	402.2 Components. Accessible routes shall consist of one or more of the following components: walking surfaces with a running slope not steeper than 1:20, doorways, ramps, curb ramps excluding the flared sides, elevators, and platform lifts. All components of an accessible route shall comply with the applicable requirements of Chapter 4.

Name of Polling Place	Element Name	Noncompliant Item	§§ 1991 ADA Standards	§§ 2010 ADA Standards	2010 ADA Requirement
Henderson City Clerk City Hall	Route from Entrance to Voting Area	The route from the entrance to the voting area includes surface openings greater than ½" wide	4.5.4	302.3	302.3 Openings. Openings in floor or ground surfaces shall not allow passage of a sphere more than ½ inch (13 mm) diameter except as allowed in 407.4.3, 409.4.3, 410.4, 810.5.3 and 810.10. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.
Henderson City Clerk City Hall	Voting Area	The voting area includes objects that hang over the circulation path at less than 80" AFF	4.4.2	307.4	307.4 Vertical Clearance. Vertical clearance shall be 80 inches (2030 mm) high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches (2030 mm) high. The leading edge of such guardrail or barrier shall be located 27 inches (685 mm) maximum above the finish floor or ground. EXCEPTION: Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.
Henderson City Clerk City Hall	Exterior Route from Parking to Polling Place Entrance	The ramp rises more than 6" and handrails are not provided on each side of the ramp	4.8.5	405.8	405.8 Handrails. Ramp runs with a rise greater than 6 inches (150 mm) shall have handrails complying with 505.
King Martha Elementary	Parking	Van accessible parking is not provided	4.1.2(5)(b)	208.2 208.2.4	208.2 Minimum Number. Parking spaces complying with 502 shall be provided in accordance with Table 208.2 except as required by 208.2.1, 208.2.2, and 208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility. 208.2.4 Van Parking Spaces. For every six or fraction of six parking spaces required by 208.2 to comply with 502, at least one shall be a van parking space complying with 502.
King Martha Elementary	Parking	"Van Accessible" signage is not provided	4.6.4	502.6	502.6 Identification. Parking space identification signs shall include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation "van accessible." Signs shall be 60 inches (1525 mm) minimum above the finish floor or ground surface measured to the bottom of the sign.
King Martha Elementary	Parking	Designated accessible parking space is not wide enough	4.6.3	502.2	502.2 Vehicle Spaces. Car parking spaces shall be 96 inches (2440 mm) wide minimum and van parking spaces shall be 132 inches (3350 mm) wide minimum, shall be marked to define the width, and shall have an adjacent access aisle complying with 502.3. EXCEPTION: Van parking spaces shall be permitted to be 96 inches (2440 mm) wide minimum where the access aisle is 96 inches (2440 mm) wide minimum.
King Martha Elementary	Parking	Vertical clearance at the designated van accessible parking space and access aisle is less than 98"	4.6.6	503.5	502.5 Vertical Clearance. Parking spaces for vans and access aisles and vehicular routes serving them shall provide a vertical clearance of 98 inches (2490 mm) minimum.
King Martha Elementary	Parking	Parking/access aisle slope exceeds 2.08%	4.6.3	502.4	502.4 Floor or Ground Surfaces. Parking spaces and access aisles serving them shall comply with 302. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted. EXCEPTION: Slopes not steeper than 1:48 shall be permitted.
King Martha Elementary	Exterior Route from Parking to Polling Place Entrance	The route from accessible parking to the accessible entrance includes abrupt changes in level greater than ½"	4.5.2	303.2 303.3	303.2 Vertical. Changes in level of ¼ inch (6.4 mm) high maximum shall be permitted to be vertical. 303.3 Beveled. Changes in level between ¼ inch (6.4 mm) high minimum and ½ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.
King Martha Elementary	Exterior Route from Public Sidewalk to Polling Place Entrance	The route from the public sidewalk to the accessible entrance includes surface openings greater than ½" wide	4.5.4	302.3	302.3 Openings. Openings in floor or ground surfaces shall not allow passage of a sphere more than ½ inch (13 mm) diameter except as allowed in 407.4.3, 409.4.3, 410.4, 810.5.3 and 810.10. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.
King Martha Elementary	Exterior Route from Parking to Polling Place Entrance	The curb ramp slope exceeds 8.33% from accessible parking to the accessible entrance	4.8.2	405.2	405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12. EXCEPTION: In existing sites, buildings, and facilities, ramps shall be permitted to have running slopes steeper than 1:12 complying with Table 405.2 where such slopes are necessary due to space limitations.
King Martha Elementary	Exterior Route from Parking to Polling Place Entrance	The route from parking to the accessible entrance has cross slope that exceeds 2.08%	4.3.9	405.3	403.3 Slope. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48.
King Martha Elementary	Exterior Route from Public Sidewalk to Polling Place Entrance	The route from the public sidewalk to the accessible entrance has cross slope that exceeds 2.08%	4.3.9	405.3	403.3 Slope. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48.
King Martha Elementary	Voting Area	The voting area includes objects that hang over the circulation path at less than 80" AFF	4.4.2	307.4	307.4 Vertical Clearance. Vertical clearance shall be 80 inches (2030 mm) high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches (2030 mm) high. The leading edge of such guardrail or barrier shall be located 27 inches (685 mm) maximum above the finish floor or ground. EXCEPTION: Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.
Manch J E Elementary	Parking	Designated accessible parking space is not wide enough	4.6.3	502.2	502.2 Vehicle Spaces. Car parking spaces shall be 96 inches (2440 mm) wide minimum and van parking spaces shall be 132 inches (3350 mm) wide minimum, shall be marked to define the width, and shall have an adjacent access aisle complying with 502.3. EXCEPTION: Van parking spaces shall be permitted to be 96 inches (2440 mm) wide minimum where the access aisle is 96 inches (2440 mm) wide minimum.

Name of Polling Place	Element Name	Noncompliant Item	§§ 1991 ADA Standards	§§ 2010 ADA Standards	2010 ADA Requirement
Manch J E Elementary	Exterior Route from Parking to Polling Place Entrance	The route from parking to the accessible entrance includes objects that hang over the circulation path at less than 80" AFG	4.4.2	307.4	307.4 Vertical Clearance. Vertical clearance shall be 80 inches (2030 mm) high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches (2030 mm) high. The leading edge of such guardrail or barrier shall be located 27 inches (685 mm) maximum above the finish floor or ground. EXCEPTION: Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.
Manch J E Elementary	Voting Area	The voting area includes objects that hang over the circulation path at less than 80" AFF	4.4.2	307.4	307.4 Vertical Clearance. Vertical clearance shall be 80 inches (2030 mm) high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches (2030 mm) high. The leading edge of such guardrail or barrier shall be located 27 inches (685 mm) maximum above the finish floor or ground. EXCEPTION: Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.
Manch J E Elementary	Ballot Drop Box	The slot on the ballot drop box is out of reach range	4.2.6	308.3	308.3 Side Reach 308.3.1 Unobstructed. Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches (1220 mm) maximum and the low side reach shall be 15 inches (380 mm) minimum above the finish floor or ground. [S.H. 4.2.6] EXCEPTIONS: 1. An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches (255 mm) maximum. 308.3.2 Obstructed High Reach. Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches (865 mm) maximum and the depth of the obstruction shall be 24 inches (610 mm) maximum. The high side reach shall be 48 inches (1220 mm) maximum for a reach depth of 10 inches (255 mm) maximum. Where the reach depth exceeds 10 inches (255 mm), the high side reach shall be 46 inches (1170 mm) maximum for a reach depth of 24
Moapa Tribal Administration Building	Parking	Van accessible parking is not provided	4.1.2(5)(b)	208.2 208.2.4	208.2 Minimum Number. Parking spaces complying with 502 shall be provided in accordance with Table 208.2 except as required by 208.2.1, 208.2.2, and 208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility. 208.2.4 Van Parking Spaces. For every six or fraction of six parking spaces required by 208.2 to comply with 502, at least one shall be a van parking space complying with 502.
Moapa Tribal Administration Building	Parking	"Van Accessible" signage is not provided	4.6.4	502.6	502.6 Identification. Parking space identification signs shall include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation "van accessible." Signs shall be 60 inches (1525 mm) minimum above the finish floor or ground surface measured to the bottom of the sign.
Moapa Tribal Administration Building	Parking	International Symbol of Accessibility signage is not provided	4.6.4	502.6	502.6 Identification. Parking space identification signs shall include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation "van accessible." Signs shall be 60 inches (1525 mm) minimum above the finish floor or ground surface measured to the bottom of the sign.
Moapa Tribal Administration Building	Parking	Designated accessible parking space is not wide enough; Access aisle is not wide enough at designated accessible parking space	4.6.3	502.2 502.3	502.2 Vehicle Spaces. Car parking spaces shall be 96 inches (2440 mm) wide minimum and van parking spaces shall be 132 inches (3350 mm) wide minimum, shall be marked to define the width, and shall have an adjacent access aisle complying with 502.3. EXCEPTION: Van parking spaces shall be permitted to be 96 inches (2440 mm) wide minimum where the access aisle is 96 inches (2440 mm) wide minimum. 502.3 Access Aisle. Access aisles serving parking spaces shall comply with 502.3. Access aisles shall adjoin an accessible route. Two parking spaces shall be permitted to share a common access aisle.
Moapa Tribal Administration Building	Parking	Parking/access aisle slope exceeds 2.08%	4.6.3	502.4	502.4 Floor or Ground Surfaces. Parking spaces and access aisles serving them shall comply with 302. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted. EXCEPTION: Slopes not steeper than 1:48 shall be permitted.
Moapa Tribal Administration Building	Exterior Route from Parking to Polling Place Entrance	The route from parking to the accessible entrance includes surface openings greater than ½" wide	4.5.4	302.3	302.3 Openings. Openings in floor or ground surfaces shall not allow passage of a sphere more than ½ inch (13 mm) diameter except as allowed in 407.4.3, 409.4.3, 410.4, 810.5.3 and 810.10. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.
Moapa Tribal Administration Building	Exterior Route from Parking to Polling Place Entrance	The route from parking to the accessible entrance has cross slope that exceeds 2.08%	4.3.9	405.3	403.3 Slope. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48.
Moapa Tribal Administration Building	Polling Place Entrance	The entrance door threshold is higher than ½" tall	4.13.8	404.2.5	404.2.5 Thresholds. Thresholds, if provided at doorways, shall be ½ inch (13 mm) high maximum. Raised thresholds and changes in level at doorways shall comply with 302 and 303. EXCEPTION: Existing or altered thresholds ¾ inch (19 mm) high maximum that have a beveled edge on each side with a slope not steeper than 1:2 shall not be required to comply with
Moapa Tribal Administration Building	Voting Area	The voting area includes objects that hang over the circulation path at less than 80" AFF	4.4.2	307.4	307.4 Vertical Clearance. Vertical clearance shall be 80 inches (2030 mm) high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches (2030 mm) high. The leading edge of such guardrail or barrier shall be located 27 inches (685 mm) maximum above the finish floor or ground. EXCEPTION: Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.

Name of Polling Place	Element Name	Noncompliant Item	§§ 1991 ADA Standards	§§ 2010 ADA Standards	2010 ADA Requirement
Sun City Anthem Center	Parking	Van accessible parking is not provided	4.1.2(5)(b)	208.2 208.2.4	208.2 Minimum Number. Parking spaces complying with 502 shall be provided in accordance with Table 208.2 except as required by 208.2.1, 208.2.2, and 208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility. 208.2.4 Van Parking Spaces. For every six or fraction of six parking spaces required by 208.2 to comply with 502, at least one shall be a van parking space complying with 502.
Sun City Anthem Center	Parking	"Van Accessible" signage is not provided	4.6.4	502.6	502.6 Identification. Parking space identification signs shall include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation "van accessible." Signs shall be 60 inches (1525 mm) minimum above the finish floor or ground surface measured to the bottom of the sign.
Sun City Anthem Center	Exterior Route from Public Sidewalk to Polling Place Entrance	The route from the public sidewalk to the accessible entrance includes surface openings greater than ½" wide	4.5.4	302.3	302.3 Openings. Openings in floor or ground surfaces shall not allow passage of a sphere more than ½ inch (13 mm) diameter except as allowed in 407.4.3, 409.4.3, 410.4, 810.5.3 and 810.10. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.
Sun City Anthem Center	Exterior Route from Public Sidewalk to Polling Place Entrance	The route from the public sidewalk to the accessible entrance includes objects that hang over the circulation path at less than 80" AFG	4.4.2	307.4	307.4 Vertical Clearance. Vertical clearance shall be 80 inches (2030 mm) high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches (2030 mm) high. The leading edge of such guardrail or barrier shall be located 27 inches (685 mm) maximum above the finish floor or ground. EXCEPTION: Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.
Sun City Anthem Center	Exterior Route from Public Sidewalk to Polling Place Entrance	The route from the public sidewalk to the accessible entrance has slope that exceeds 5%	4.3.8	402.2	402.2 Components. Accessible routes shall consist of one or more of the following components: walking surfaces with a running slope not steeper than 1:20, doorways, ramps, curb ramps excluding the flared sides, elevators, and platform lifts. All components of an accessible route shall comply with the applicable requirements of Chapter 4.
Sun City Anthem Center	Voting Area	The voting area includes objects that hang over the circulation path at less than 80" AFF	4.4.2	307.4	307.4 Vertical Clearance. Vertical clearance shall be 80 inches (2030 mm) high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches (2030 mm) high. The leading edge of such guardrail or barrier shall be located 27 inches (685 mm) maximum above the finish floor or ground. EXCEPTION: Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.

