

**SETTLEMENT AGREEMENT BETWEEN**  
**THE UNITED STATES OF AMERICA**  
**AND**  
**THE CITY OF CEDAR RAPIDS, IOWA**  
**UNDER THE AMERICANS WITH DISABILITIES ACT**

**DJ # 204-27-41**

**I. BACKGROUND**

**A. SCOPE OF THE INVESTIGATION**

The United States initiated this matter as a compliance review of the City of Cedar Rapids, Iowa (Cedar Rapids), under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the United States Department of Justice's implementing regulation, 28 C.F.R. Part 35. Because Cedar Rapids receives financial assistance from the Department of Justice, the review was also conducted under the authority of Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and the Department of Justice's implementing regulation, 28 C.F.R. Part 42, Subpart G.

The Disability Rights Section of the Department of Justice's Civil Rights Division conducted this review of Cedar Rapids' compliance with the following title II requirements:

- to conduct a self-evaluation of its services, policies, and practices by July 26, 1992, and make modifications necessary to comply with the Department of Justice's title II regulation, 28 C.F.R. § 35.105;
- to notify applicants, participants, beneficiaries, and other interested people of their rights and Cedar Rapids' obligations under title II and the Department of Justice's regulation, 28 C.F.R. § 35.106;
- to designate a responsible employee to coordinate its efforts to comply with and carry out Cedar Rapids' ADA responsibilities, 28 C.F.R. § 35.107(a);
- to establish a grievance procedure for resolving complaints of violations of title II, 28 C.F.R. § 35.107(b);
- to operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C.F.R. §§ 35.149-.150, by:

- delivering services, programs, or activities in alternate ways, including, for example, redesign of equipment, reassignment of services, assignment of aides, home visits, or other methods of compliance and/or;
- making physical changes to buildings (required to have been made by January 26, 1995), in accordance with the Department of Justice's title II regulation, 28 C.F.R. §§ 35.150-.151, and the 1991 ADA Standards for Accessible Design (1991 ADA Standards), 28 C.F.R. Part 36, App. D (2011) or the Uniform Federal Accessibility Standards (UFAS), 41 C.F.R. § 101-19.6, App. A, and the 2010 ADA Standards for Accessible Design (2010 Standards), 28 C.F.R. § 35.104;<sup>1</sup>
- to ensure that facilities for which construction or alteration was begun after January 26, 1992, are readily accessible to and usable by people with disabilities, in accordance with 1) the Department of Justice's title II regulation and 2) the 1991 ADA Standards or UFAS, or the 2010 ADA Standards, as applicable, 28 C.F.R. § 35.151;
- to ensure that communications with people with disabilities, including applicants, participants, and members of the public, are as effective as communications with others, including furnishing auxiliary aids and services when necessary, 28 C.F.R. § 35.160;
- to provide direct access via TTY (text telephone) or computer-to-telephone emergency services, including 911 services, 28 C.F.R. § 35.162;
- to provide information for interested people with disabilities concerning the existence and location of Cedar Rapids' accessible services, activities, and facilities, 28 C.F.R. § 35.163(a); and
- to provide signage at all inaccessible entrances to any facility, directing users to an accessible entrance or to information about accessible facilities, 28 C.F.R. § 35.163(b).

The United States reviewed compliance with the ADA's new construction and alterations requirements at the following facilities constructed or altered after January 26, 1992: Cherry Hill Park West, Cherry Hill Aquatic Center, Cherry Hill Park East, Bever Pool, Veterans Memorial Stadium, Tuma Memorial Soccer Complex, Cedar Rapids Ice Arena, Jones Golf Course, Jones Park, Fire Station #7, Tait Cummins Park, Noelridge Aquatic Center, Noelridge Park, Cedar Lake Park, and Shaver Park.

The program access review covered those of Cedar Rapids' programs, services, and activities that operate in the following facilities that were constructed prior to January 26, 1992: Bever Park, Van Vechten Park, Cedar Valley Park, Edward Hidder Park, Bender Pool, Jones Park, Cedar Rapids' Parking Lot #24, Cedar Rapids' Parking Lot #40, Cedar Rapids' Parking Lot #44, Apache Park, Third Avenue Parkade, Fourth Avenue Parkade, GTC Parkade, Daniels Park,

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<sup>1</sup> Section 35.104 defines the 2010 ADA Standards as the requirements set forth in appendices B and D to 36 C.F.R. part 1191 and the requirements contained in subpart D of 28 C.F.R. part 36.

Cleveland Park, Ellis Pool, Ellis Park, Ushers Ferry Historic Village, and Cedar Rapids' Parking Lot #26.

The United States reviewed Cedar Rapids' Police Department's policies and procedures regarding providing effective communication to people who are deaf or hard of hearing.

## **B. JURISDICTION**

1. The ADA applies to Cedar Rapids because it is a "public entity" as defined by title II. 42 U.S.C. § 12131(1).
2. The United States is authorized under 28 C.F.R. Part 35, Subpart F, to determine the compliance of Cedar Rapids with title II of the ADA and the Department of Justice's title II implementing regulation, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing title II of the ADA.
3. The United States is authorized under 28 C.F.R. Part 42, Subpart G, to determine Cedar Rapids' compliance with Section 504, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 29 U.S.C. § 794 and 28 C.F.R. §§ 42.530 and 42.108-.110, to suspend or terminate financial assistance to Cedar Rapids provided by the Department of Justice should the United States fail to secure voluntary compliance pursuant to Subpart G or should the United States bring a civil suit to enforce the rights of the United States under applicable federal, state, or local law.
4. The parties to this Agreement are the United States of America and the City of Cedar Rapids, Iowa.
5. Based on its review of Cedar Rapids' programs, services, activities, and facilities, the United States has concluded that qualified individuals with disabilities are, by reason of such disabilities, excluded from participation in or are denied the benefits of many of Cedar Rapids' programs, services, or activities or are subjected to discrimination in violation of title II of the ADA or Section 504. Cedar Rapids denies this allegation but agrees to take the actions described herein as a compromise of a disputed claim. The agreed upon remedial actions, below, are intended to remedy those violations. Cedar Rapids has fully cooperated with this compliance review and continues to be committed to compliance with the ADA.
6. In order to avoid the burdens and expenses of further investigation and possible litigation, the parties enter into this Agreement.
7. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter regarding paragraphs 9 through 45, except as provided in the section entitled "Implementation and Enforcement."

## **II. ACTIONS TAKEN BY CEDAR RAPIDS**

8. The City of Cedar Rapids, Iowa represents that it has taken actions to comply with the ADA and Section 504, including but not limited to the following:
  - a. Cedar Rapids has designated an ADA Coordinator and an ADA Advisory Committee comprised of interested citizens. Individuals file grievances with the ADA Coordinator who then assembles the ADA Advisory Committee to resolve the ADA complaint. If the ADA Coordinator or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after the receipt of the response to the Cedar Rapids City Council or its designee.
  - b. The Cedar Rapids City Council established the ADA Advisory Committee in August 2012 to serve the City and Linn County as an advisory resource on all matters as it relates to Title II of the ADA. The Advisory Committee consists of a total of eleven (11) members, six (6) members who are appointed by the Mayor and five (5) members who are appointed by the Linn County Board of Supervisors, for a term of three (3) years serving no more than two (2) consecutive terms.
  - c. Cedar Rapids adopted a Notice under Title II that provides that in accordance with the requirements of Title II that the City of Cedar Rapids will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.
  - d. Cedar Rapids adopted a Grievance Procedure under Title II.
  - e. Cedar Rapids listed information about ADA accessibility and accommodations in many of its brochures, pamphlets, meeting notices, press releases, as well as on the City's website.
  - f. Cedar Rapids adopted and distributed the Cedar Rapids Police Department's Policy Statement on Effective Communication with People Who are Deaf or Hard of Hearing.
  - g. Cedar Rapids created the Department of Joint Communications Agency to operate the City's 9-1-1 Public Safety Communications Center (Center), which handles all emergency and non-emergency 9-1-1 calls. The Center's telephone system is equipped with Automatic Call Distributor functionality so that all 9-1-1 calls, including TTY calls, are answered with the highest priority.
  - h. Cedar Rapids IT Department installed a video phone in the Center to be utilized with the Language Line Video Remote Interpreting (VRI).
  - i. Cedar Rapids Joint Communications Agency standard operating procedures requires that all silent calls be answered with a TTY/TDD to determine if the caller is attempting to report an emergency. Educational materials on video relay and internet protocol

- relay services have been provided to staff.
- j. Cedar Rapids Joint Communications Agency trains employees monthly on the operation of how to properly make and respond to TTY calls with other law enforcement agencies.
  - k. Cedar Rapids Engineering Division, Department of Public Works has been installing and repairing accessible ramps located on walkways throughout the City of Cedar Rapids since 1992 and on all Capital improvement projects since July 2010. These are completed as part of routine inspections and through citizen or ADA Committee requests.
  - l. Cedar Rapids adopted a Law Enforcement Policy Statement on Effective Communication with People Who are Deaf or Hard of Hearing. Cedar Rapids distributed the Policy Statement on Effective Communication with People Who are Deaf or Hard of Hearing, Attachment C, to commanders, supervisors and employees. Cedar Rapids distributed the Guide for Law Enforcement Officers When in Contact with People Who are Deaf or Hard of Hearing, Attachment D, to all Cedar Rapids' police officers.
  - m. Cedar Rapids adopted employment policies that comply with the U.S. Equal Employment Opportunity Commission regulations implementing title I of the Americans with Disabilities Act of 1990, codified at 29 C.F.R. Part 1630.

### **III. REMEDIAL ACTION**

#### **A. NOTIFICATION**

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

## **B. ADA COORDINATOR**

11. Cedar Rapids has designated Jeff Pomeranz as its ADA Coordinator. If Cedar Rapids hires or appoints a new ADA Coordinator, it will notify the United States in writing, and update the name and contact information anywhere it appears on its website and in its written materials, within one (1) week of making such a change.

## **C. INDEPENDENT LICENSED ARCHITECT**

12. Within three (3) months of the effective date of this Agreement, Cedar Rapids will retain an Independent Licensed Architect (ILA), approved by the United States, who is knowledgeable about the architectural accessibility requirements of the ADA and Section 504. The ILA must act independently to certify whether any alterations, additions, or modifications made by Cedar Rapids during the term of this Agreement regarding the items referenced within Section III (J) herein below comply with the applicable standard pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c). Cedar Rapids will bear all costs and expenses of retaining and utilizing the ILA, including the costs and expenses of any consultants and staff. Cedar Rapids will compensate this ILA without regard to the outcome.
13. In issuing certifications pursuant to this Agreement, the ILA will impartially prepare reports with photographs identifying that the violation has been remediated and will use the certification form at Attachment O. The ILA will be considered a neutral inspector for purposes of issuing certifications of compliance and will be reasonably available to the United States to discuss findings in the reports, photographs, and certifications. The United States may also, in its discretion, provide technical assistance to the ILA throughout the term of this Agreement. Upon request by the United States, Cedar Rapids will provide prior notice to the United States of inspections by the ILA to allow representatives of the United States to be present.
14. Cedar Rapids will submit ILA certifications along with its reporting requirements as set forth in this Agreement.

## **D. GRIEVANCE PROCEDURE**

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

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

16. Within three (3) months of the effective date of this Agreement, Cedar Rapids will identify sources of qualified sign language and oral interpreters, qualified readers, real-time transcription services, and vendors able to put documents in Braille. Within this time, Cedar Rapids will implement and report to the United States its written procedures, with time frames, for fulfilling requests for sign language or oral interpreters, qualified readers, real-time transcription services, and documents in alternate formats, including Braille, large print, cassette tapes, and accessible electronic format (*e.g.*, HTML).
17. Cedar Rapids will ensure that all appropriate employees who interact with the public are trained and practiced in using the Relay Iowa service provider Relay Service to make and receive calls, and report to the United States the details of the trainings and employees trained.

## **F. 911**

18. Within three (3) months of the effective date of this Agreement, Cedar Rapids will ensure that each of its 911 consoles or call stations can receive and respond to TTY communications effectively with an analog TTY or computer equivalent.
19. Within three (3) months of the effective date of this Agreement, Cedar Rapids will develop written procedures for answering 911 calls that include training all call takers to use a TTY or computer equivalent to take 911 calls, to recognize a “silent” open line as a potential TTY call and respond by analog TTY or computer equivalent, and to ensure that TTY calls are answered as quickly as other calls received. Cedar Rapids will monitor its incoming 911 TTY calls to ensure it answers them as quickly and accurately as other calls received, and will send the written procedures and details of the monitoring to the United States, or will provide sufficient evidence that its computerized system ensures that TTY calls are answered as quickly as other calls received.
20. Within three (3) months of the effective date of this Agreement, Cedar Rapids will incorporate correct TTY call-taking procedures into 911 call takers’ performance evaluations.

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

21. Within three (3) months of the effective date of this Agreement, Cedar Rapids will hire or contract with local qualified oral and sign language interpreters to be available twenty-four hours/day to its Police Department.
22. Within three (3) months of the effective date of this Agreement, Cedar Rapids will equip its police station with a sufficient number of working TTYs and videophones, but no fewer than one (1) of each, to enable people who are deaf, hard of hearing, or who have speech impairments to make telephone calls of the same frequency and with the same availability as those people who do not use TTYs or videophones. Where telephone calls are time-limited, Cedar Rapids will adopt policies permitting a longer period of time for individuals using a TTY, videophone, or relay service due to the slower nature of TTY

communications as compared to voice communications. If any person who is deaf, hard of hearing, or who has a speech impairment prefers a different method of communication, such as a captioned telephone or computer, Cedar Rapids will make reasonable efforts to provide the communication device requested.

**H. SIDEWALKS**

- 23. Within six (6) months of the effective date of this Agreement, Cedar Rapids will implement and report to the ILA and the United States its written process for requesting and receiving input from people with disabilities regarding the accessibility of its sidewalks, including requests to add curb cuts at particular locations.
- 24. Within fifteen (15) months of the effective date of this Agreement, Cedar Rapids will identify and report to the ILA and the United States: (1) a plan for identifying all streets, roads, and highways that have been constructed or altered since January 26, 1992; and (2) a timetable for providing curb ramps or other sloped areas complying with the applicable architectural standards at all intersections of those streets, roads, and highways that have been constructed or altered since January 26, 1992, that have curbs or other barriers from a street level pedestrian walkway. The plan and timetable must be approved by the United States and will specify completion of all required curb ramps or other sloped areas complying with the applicable architectural standards within four (4) years of the effective date of this Agreement.
- 25. Within four (4) years of the effective date of this Agreement, Cedar Rapids will provide curb ramps or other sloped areas complying with the applicable architectural standards as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below, at all intersections of the streets, roads, and highways constructed or altered since January 26, 1992, that have curbs or other barriers from a street level pedestrian walkway.

<b>Date of Construction or Alteration</b>	<b>Applicable Standards</b>
Before September 15, 2010	1991 ADA Standards or UFAS
On or after September 15, 2010, and before March 15, 2012	1991 ADA Standards, UFAS, or 2010 ADA Standards
On or after March 15, 2012	2010 ADA Standards

Annually, the ILA will confirm to the United States that Cedar Rapids has provided curb ramps or other sloped areas, where required, that are in compliance with the applicable architectural standards in accordance with the approved plan and timetable.

- 26. Immediately upon the effective date of this Agreement, Cedar Rapids will provide curb ramps or other sloped areas complying with the 2010 ADA Standards at any intersection having curbs or other barriers to entry from a street level pedestrian walkway, whenever a street, road, or highway is constructed or altered. Annually, the ILA will confirm to the

United States that Cedar Rapids has provided curb ramps or other sloped areas, where required, that are in compliance with the 2010 ADA Standards.

27. Within fifteen (15) months of the effective date of this Agreement, Cedar Rapids will identify and report to the ILA and the United States: (1) a plan for identifying all street level pedestrian walkways that have been constructed or altered since January 26, 1992; and (2) a timetable for providing curb ramps or other sloped areas complying with the applicable architectural standards at all places where those street level pedestrian walkways constructed or altered since January 26, 1992, intersect with a street, road, or highway. The plan and timetable must be approved by the United States and will specify completion of all required curb ramps or other sloped areas complying with the applicable architectural standards within four (4) years of the effective date of this Agreement.
28. Within four (4) years of the effective date of this Agreement, Cedar Rapids will provide curb ramps or other sloped areas complying with the applicable architectural standards as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below, at all places where a street level pedestrian walkway constructed or altered since January 26, 1992, intersects with a street, road, or highway.

Date of Construction or Alteration	Applicable Standards
Before September 15, 2010	1991 ADA Standards or UFAS
On or after September 15, 2010, and before March 15, 2012	1991 ADA Standards, UFAS, or 2010 ADA Standards
On or after March 15, 2012	2010 ADA Standards

Annually, the ILA will confirm to the United States that Cedar Rapids has provided curb ramps or other sloped areas where required that are in compliance with the applicable architectural standards in accordance with the approved plan and timetable.

29. Immediately upon the effective date of this Agreement, Cedar Rapids will provide curb ramps or other sloped areas complying with the 2010 ADA Standards at all newly constructed or altered pedestrian walkways where they intersect a street, road, or highway. Annually, the ILA will confirm to the United States that Cedar Rapids has provided curb ramps or other sloped areas where required that are in compliance with the 2010 ADA Standards.

## I. WEB-BASED SERVICES AND PROGRAMS

30. Within six (6) months of the effective date of this Agreement, Cedar Rapids will:
- a. Designate an employee as the web accessibility coordinator for Cedar Rapids who will be responsible for coordinating Cedar Rapids' compliance with the requirements of Section I of this Agreement. The web accessibility coordinator shall have experience with the requirements of Title II of the ADA, the Web Content Accessibility Guidelines (WCAG) version 2.0, and website accessibility generally; and
  - b. For the duration of the Agreement, Cedar Rapids will retain an independent consultant, approved by the United States, who is knowledgeable about accessible website development, Title II of the ADA, and WCAG 2.0 to evaluate Cedar Rapids' website and any proposed online services for compliance with the ADA and, at minimum, WCAG 2.0 Level A and Level AA Success Criteria and other Conformance Requirements (WCAG 2.0 AA), and who shall be responsible for the annual website accessibility evaluation. Cedar Rapids will bear all costs and expenses of retaining and utilizing this independent consultant, including the costs and expenses of any staff. Cedar Rapids will compensate this independent consultant without regard to the outcome.
31. Within twelve (12) months of the effective date of this Agreement, and annually thereafter, Cedar Rapids will:
- a. Adopt, implement, and post online a policy that its web pages will comply with WCAG 2.0 AA, published by the World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), available at [www.w3.org/TR/WCAG](http://www.w3.org/TR/WCAG);
  - b. Distribute the policy to all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;
  - c. Provide training to website content personnel on how to conform all web content and services with, at minimum, WCAG 2.0 AA, Title II of the ADA, and the terms of this Agreement;
  - d. Assess all existing web content and online services for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests of its website and all online services, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers;
  - e. Provide a notice, prominently and directly linked from its homepage, instructing visitors to its websites on how to request accessible information. The link shall provide several methods to request accessible information, including an accessible

form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website; and

- f. Provide a notice, prominently and directly linked from its homepage, soliciting feedback from visitors to its websites on how to improve website accessibility. The link shall provide several methods to provide feedback, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website.

32. Within twelve (12) months of the effective date of this Agreement, Cedar Rapids will:

- a. Ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Rapids relies to provide services or content, comply with, at minimum, WCAG 2.0 AA; and
- b. Assess all proposed online services before they are made available to the public for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including, at a minimum, individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers.

#### **J. NEW CONSTRUCTION, ALTERATIONS, AND PHYSICAL CHANGES TO FACILITIES**

33. Upon the effective date of this Agreement, any new construction or alterations to Cedar Rapids' buildings and facilities by it or on its behalf will fully comply with the requirements of 28 C.F.R. § 35.151, including applicable architectural standards.

34. The United States has concluded that the parts of a Cedar Rapids' facility that do not comply with the 2010 ADA Standards (or the 1991 ADA Standards, as applicable), as listed in Attachments I, J, and K, prevent people with disabilities from fully and equally enjoying Cedar Rapids' services, programs, or activities and constitute discrimination on the basis of disability within the meaning of 42 U.S.C. § 12132 and 28 C.F.R. §§ 35.149-35.151. Cedar Rapids denies this allegation but agrees to take the actions described within said Attachments as a compromise settlement of a disputed claim.

35. All architectural changes by Cedar Rapids or on its behalf made on or after March 15, 2012, must comply with the 2010 ADA Standards.

36. In the event that Cedar Rapids has already undertaken an alteration, addition, or other modification to any element identified in the Attachments or otherwise after January 26, 1992, and prior to the Effective Date of this Agreement, Cedar Rapids will submit, within six (6) months of the effective date of this Agreement, a written report to the ILA and the United States pursuant to paragraph 54 below, summarizing the actions taken and providing evidence establishing each individual element's compliance with the applicable

architectural standard as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below:

Date of Construction or Alteration	Applicable Standards
Before September 15, 2010	1991 ADA Standards or UFAS
On or after September 15, 2010, and before March 15, 2012	1991 ADA Standards, UFAS, or 2010 ADA Standards
On or after March 15, 2012	2010 ADA Standards

37. Within six (6) months after retaining the ILA described in Section III(C) hereinabove, Cedar Rapids will have the ILA survey all facilities that are the subject of this Agreement for the purpose of identifying those that have multiple entrances not all of which are accessible. Also within twelve (12) months of the effective date of this Agreement, Cedar Rapids will install directional signage at all inaccessible entrances to each of its facilities and will place the international symbol for accessibility at each accessible entrance to a facility, in accordance with 28 C.F.R. § 35.163(b).
38. Newly Constructed Facilities: Cedar Rapids will take the actions listed in Attachments I and M to make the newly constructed parts of Cedar Rapids' facilities for which construction was commenced after January 26, 1992, readily accessible to and usable by people with disabilities.
39. Altered Facilities: Cedar Rapids will take the actions listed in Attachments J and M to make the altered parts of Cedar Rapids' facilities for which alterations commenced after January 26, 1992, readily accessible to and usable by people with disabilities.
40. Program Access in Existing Facilities: Cedar Rapids will take the actions listed in Attachments K and M to make each of Cedar Rapids' programs, services, and activities operating at a facility that is the subject of this Agreement, when viewed in its entirety, readily accessible to and usable by people with disabilities.
41. Facilities and Programs that the United States Did Not Survey: Cedar Rapids will review compliance with the requirements of Title II of the ADA for those Cedar Rapids' facilities and programs that the United States did not survey or review. The ILA will survey all Cedar Rapids' facilities for compliance with Title II of the ADA that the United States did not survey. Within one (1) year after Cedar Rapids retains the ILA, Cedar Rapids will submit to the United States for its review a detailed report from the ILA listing the access issues identified during the ILA's review together with the corrective actions and completion dates proposed to resolve such issues. The proposed completion dates may be no later than six (6) months prior to the termination of this Agreement. The survey conducted by the ILA, the access issues identified, and the corrective actions and completion dates proposed will be consistent with the requirements of Title II of the ADA;

the review of Cedar Rapids' facilities and programs conducted by the United States for purposes of this Agreement; and the access issues, corrective actions, and completion dates reflected in Attachments I, J, K, and M.

#### **K. MISCELLANEOUS PROVISIONS**

42. Except as otherwise specified in this Agreement, within six (6) months after the effective date of this Agreement and annually thereafter until it expires, Cedar Rapids will submit written reports to the United States summarizing its actions pursuant to this Agreement. Reports will include reports with written certifications from the ILA, photographs showing measurements, architectural plans, notices published in the newspaper, and copies of adopted policies, among other things.
43. Throughout the term of this Agreement, consistent with 28 C.F.R. § 35.133(a), Cedar Rapids will maintain the accessibility of its programs, activities, services, facilities, and equipment, including routinely testing the accessibility of the equipment and routinely auditing the accessibility of its programs and facilities. This provision, however, does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).
44. Within six (6) months of the effective date of this Agreement, Cedar Rapids will submit for pre-approval by the United States, a proposed training program, lasting at least half a day, on the requirements of the ADA and appropriate ways of serving people with disabilities. The submission will include a description of the training, the agenda, any handouts, and the name, title, and resume/c.v. of the proposed trainer.
45. Within one (1) year of the effective date of this Agreement and annually thereafter, after approval of the training program by the United States, all Cedar Rapids' employees who have direct contact with members of the public will be trained for at least half a day, on the requirements of the ADA and appropriate ways of serving people with disabilities. Within thirty (30) days after each training, Cedar Rapids will submit to the United States the list of employees trained, including dated sign-in sheets with the employee's name and job titles.

#### **L. IMPLEMENTATION AND ENFORCEMENT**

46. Cedar Rapids may seek to modify this Agreement because of changed conditions that make Cedar Rapids unable to perform under this Agreement. Cedar Rapids must submit written notification to the United States, setting forth the modification and the facts to support it. Until the United States agrees to the modification in writing, no modification will take effect. The United States' agreement will not be unreasonably withheld.
47. The United States may review compliance with this Agreement at any time. If the United States believes that Cedar Rapids has failed to comply with this Agreement, then the United States will notify Cedar Rapids in writing. If, after providing Cedar Rapids with thirty (30) days of written notice of material non-compliance, the United States determines that Cedar Rapids has failed to come into compliance, the United States may institute a civil action in federal district court to enforce the terms of this Agreement and may take

appropriate steps to enforce Title II and Section 504. If a matter of material non-compliance cannot reasonably be cured within thirty (30) days, Cedar Rapids will be given a reasonable opportunity to cure the non-compliance.

48. It is a violation of this Agreement for Cedar Rapids to fail to materially comply in a timely manner with any of the requirements of this Agreement after having received written notice thereof from the United States and not cured said material non-compliance within a reasonable time.
49. Failure by the United States to enforce any provision of this Agreement is not a waiver of the United States' right to enforce any provisions of this Agreement.
50. This Agreement is a public document. Cedar Rapids will provide a copy of this Agreement to any person, upon request.
51. This Agreement (including its Attachments) is the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party will be enforceable. This Agreement does not remedy any other potential violations of the ADA or other federal law. This Agreement does not relieve Cedar Rapids of its continuing obligation to comply with all aspects of the ADA and Section 504.
52. This Agreement will remain in effect for four (4) years from the effective date of this Agreement.
53. The person signing for Cedar Rapids represents that he is authorized to bind Cedar Rapids to this Agreement.
54. The effective date of this Agreement is the date of the last signature below.

For Cedar Rapids, Iowa:

For the United States:

VANITA GUPTA  
Principal Deputy Assistant Attorney General  
EVE L. HILL  
Deputy Assistant Attorney General

REBECCA B. BOND, Chief  
SHEILA M. FORAN, Special Legal Counsel  
JANA L. ERICKSON, Deputy Chief

By: \_\_\_\_\_  
JEFF POMERANZ, City Manager

By: \_\_\_\_\_  
FELICIA L. SADLER, Trial Attorney  
Disability Rights Section - NYA  
Civil Rights Division  
U.S. Department Of Justice  
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