

**SETTLEMENT AGREEMENT BETWEEN**  
**THE UNITED STATES OF AMERICA**  
**AND**  
**DESCHUTES COUNTY, OREGON**  
**UNDER THE AMERICANS WITH DISABILITIES ACT**  
**DJ 204-61-158**

***SCOPE OF THE INVESTIGATION***

This matter was initiated by a complaint filed under title II of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12131-12134, with the United States Department of Justice (“Department”) against the County of Deschutes, Oregon. The complaint was received by the Civil Rights Division of the Department of Justice, under the authority of 28 C.F.R. Part 35, Subpart F. The complainant alleges that many County facilities and programs are not accessible to persons with disabilities.

Because the County receives financial assistance from the Department of Justice, the investigation was also conducted under the authority of section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Department’s implementing regulation, 28 C.F.R. Part 42, Subpart G. The Department expanded the scope of the investigation to include the County’s compliance with the following title II requirements:

- to conduct a self-evaluation of its services, policies, and practices by July 26, 1992, and make modifications necessary to comply with the Department’s title II regulation, 28 C.F.R. § 35.105;
- to notify applicants, participants, beneficiaries, and other interested persons of their rights and the County’s obligations under title II and the Department’s regulation, 28 C.F.R. § 35.106;
- to designate a responsible employee to coordinate its efforts to comply with and carry out the County’s ADA responsibilities, 28 C.F.R. § 35.107(a);
- to establish a grievance procedure for resolving complaints of violations of title II, 28 C.F.R. § 35.107(b);

- to operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C.F.R. § 35.150, by:
  - delivery of 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 or, if these methods are not effective in making the programs accessible,
  - physical changes to buildings (required to have been made by January 26, 1995), in accordance with the Department’s title II regulation, 28 C.F.R. § 35.151, and the ADA Standards for Accessible Design (Standards), 28 C.F.R. pt. 36, App. A, or the Uniform Federal Accessibility Standards (UFAS), 41 C.F.R. § 101-19.6, App. A.
- 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’s title II regulation and 2) the Standards or UFAS, 28 C.F.R. § 35.151;
- to ensure that communications with applicants, participants, and members of the public with disabilities 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 9-1-1 services, for persons who use TTY’s and computer modems, 28 C.F.R. § 35.162;
- to provide information for interested persons with disabilities concerning the existence and location of the County’s accessible services, activities, and facilities, 28 C.F.R. § 35.163(a); and
- to provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to information about accessible facilities, 28 C.F.R. § 35.163(b).

As part of its compliance review, the Department reviewed the following facilities, which – because construction or alterations commenced after January 26, 1992 – must comply with the ADA’s new construction or alterations requirements:

- New Administration Building
- CDD Building
- Fairgrounds
- Extension/4-H Office
- Probation/Parole and Transitional Housing Building
- Juvenile Justice Building
- Jail

- Sheriff's Office
- Becky Johnson Community Center
- Health/Mental Health Building
- Solid Waste - Knott Main Office
- Administration Annex

The Department's program access review covered those of the County's programs, services, and activities that operate in the following facilities:

- Old Administration Building
- Deschutes Services Building
- Justice Building
- Old Courthouse
- Main Road Office
- Unger Building
- Sheriff Department's LaPine Office

The Department reviewed the County's policies and procedures regarding voting, emergency management and disaster prevention, and sidewalk maintenance to evaluate whether persons with disabilities have an equal opportunity to utilize these programs.

Finally, the Department reviewed the County Police Department's policies and procedures regarding providing effective communication to persons who are deaf or hard-of-hearing.

### ***JURISDICTION***

1. The Department is authorized under 28 C.F.R. Part 35, Subpart F, to investigate the complaint in this matter to determine the compliance of the County with title II of the ADA and the Department's implementing title II 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. section 12133, to bring a civil action enforcing title II of the ADA should the Department fail to secure voluntary compliance pursuant to Subpart F.
2. The Department is authorized under 28 C.F.R. Part 42, Subpart G, to investigate the complaint in this matter to determine the County's compliance with section 504 of the Rehabilitation Act of 1973, to issue findings, and, where appropriate to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 29 U.S.C. § 794 and 28 C.F.R. sections 42.530, 42.108-110, to suspend or terminate financial assistance to the County provided by the Department of Justice should the Department fail to secure voluntary compliance pursuant to Subpart G or bring a civil suit to enforce the rights of the United States under applicable federal, state, or local law.

3. The ADA applies to the County because it is a “public entity” as defined by title II. 42 U.S.C. § 12131(1).
4. The parties to this Agreement are the United States of America and the County of Deschutes, Oregon.
5. In order to avoid the burdens and expenses of an investigation and possible litigation, the parties enter into this Agreement.
6. 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 all matters contained within this Agreement, except as provided in the section entitled “Implementation and Enforcement.”

### **ACTIONS TAKEN BY COUNTY**

*[Please nominate for this section any actions you have already taken, such as appointing an ADA Coordinator, conducting a self-evaluation, implementing a transition plan, solicit input from disability rights groups, etc.]*

### **REMEDIAL ACTION**

#### ***NOTIFICATION***

7. Within two months of the effective date of this Agreement, the County will adopt the attached Notice (Attachment A); distribute it to all agency heads; publish the Notice in a local newspaper of general circulation serving the County; post the Notice on its Internet Home Page; and post copies in conspicuous locations in its public buildings. It will refresh the posted copies, and update the contact information contained on the Notice, as necessary, for the life of this Agreement. Copies will also be provided to any person upon request.
8. Within three months of the effective date of this Agreement, and on yearly anniversaries of this Agreement until it expires, the County will implement and report to the Department its written procedures for providing information for interested persons with disabilities concerning the existence and location of the County’s accessible programs, services, and activities.

## ***GRIEVANCE PROCEDURE***

9. Within three months of the effective date of this Agreement, the County will adopt the attached ADA Grievance Procedure (Attachment B), distribute it to all agency heads, and post copies of it in conspicuous locations in each of its public buildings. It will refresh the posted copies, and update the contact information contained on it, as necessary, for the life of the Agreement. Copies will also be provided to any person upon request.

## ***GENERAL EFFECTIVE COMMUNICATION PROVISIONS***

10. Within three months of the effective date of this Agreement, the County will identify sources of qualified sign language and oral interpreters, real-time transcription services, and vendors that can put documents in Braille, and will implement and report to the Department its written procedures, with time frames, for fulfilling requests from the public for sign language or oral interpreters, real-time transcription services, and documents in alternate formats (Braille, large print, cassette tapes, etc.).
11. The County will take steps to ensure that all appropriate employees are trained and practiced in using the Oregon Relay Service to make and receive calls.

## ***LAW ENFORCEMENT AND EFFECTIVE COMMUNICATION***

12. Within three months of the effective date of this Agreement, the County will adapt for its own use and implement the County of Deschutes' Police Department's Policy Statement on Effective Communication with People Who are Deaf or Hard of Hearing [Attachment C] and distribute to all officers the *Guide for Law Enforcement Officers When in Contact with People Who are Deaf or Hard of Hearing* [Attachment D].
13. Within three months of the effective date of this Agreement, the County will contract with one or more local qualified oral/sign language interpreter agencies to ensure that the interpreting services will be available on a priority basis, twenty-four hours per day, seven days a week, to its officers or make other appropriate arrangements (such as contracting directly with or hiring qualified interpreters).
14. Within three months of the effective date of this Agreement, the County will ensure that each police station or substation and each jail or detention facility is equipped with a working TTY to enable persons who are deaf, hard of hearing, or who have speech impairments to make outgoing telephone calls. Where inmate telephone calls are time-limited, the County will adopt policies permitting inmates who use TTY's a longer period of time to make those calls, due to the slower nature of TTY communications compared with voice communications.

## ***EMPLOYMENT***

15. Within three months of the effective date of this Agreement, the County will amend its employment policies, as necessary, to comply with the regulations of the U.S. Equal Employment Opportunity Commission implementing title I of the Americans with Disabilities Act of 1990, codified at 29 C.F.R. Part 1630. At minimum, those policies will provide that the County:
- will not discriminate on the basis of disability in its hiring or employment practices.
  - will not ask a job applicant about the existence, nature, or severity of a disability. Applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be made, but only after a conditional offer of employment is made and only if required of all applicants for the position.
  - will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request unless the accommodation would cause an undue hardship on the operation of the County's business.
  - If an applicant or employee requests a reasonable accommodation and the individual's disability and need for the accommodation are not readily apparent or otherwise known, the County may ask the individual for information necessary to determine if the individual has a disability-related need for the accommodation.
  - will maintain any employee's medical records separate from personnel files and keep them confidential.
  - will make an individualized assessment of whether a qualified individual with a disability meets selection criteria for employment decisions. To the extent the County's selection criteria have the effect of disqualifying an individual because of disability, those criteria will be job-related and consistent with business necessity.

## ***VOTING***

16. Some of the County polling places may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, would be subject to the obligation to provide program access or to remove barriers to accessibility under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these polling places by any person or entity, including the Department.

17. Within one month of the effective date of this Agreement, the County will request in writing that each of the owners and operators of its polling identify inaccessible parking, exterior route, entrance, or interior route to the voting area and remove any identified barriers to access for persons with disabilities. The County will distribute to them the Department's ADA Checklist for Polling Places ([www.ada.gov/votingck.htm](http://www.ada.gov/votingck.htm)). The request will specify that the remediation be completed within one year of the effective date of this Agreement. The County will simultaneously send a courtesy copy of the request to the Department.
18. Within 14 months of the effective date of this Agreement, the County will survey all polling places to determine whether all barriers have been identified and removed. If not, for each polling place that still contains inaccessible parking, exterior route, entrance, or interior route to the voting area, the County will identify within 18 months of the effective date of this Agreement an alternate location where these elements are accessible. That identification will utilize the survey instrument that appears as Attachment E to this Agreement. The County will then take immediate steps to change its polling place to the new location.
19. Until all polling places in each precinct or voting district have accessible parking, exterior routes, entrances, and interior routes to the voting area, prior to each election, the County will identify and widely publicize to the public and to persons with disabilities and organizations serving them the most accessible polling place(s) for each precinct or voting district.
20. Within three months of the effective date of this Agreement, the County will provide opportunities for same-day balloting for voters with disabilities whose assigned polling place does not have accessible parking, exterior route, entrance, and interior route to the voting area. The method for providing these opportunities may include allowing the individual to vote at another nearby location that is accessible, vote by an absentee ballot that is accepted if postmarked on the day of the election (or picked up by election officials at the home of the voter on the same day as the election), provide curbside voting at the inaccessible polling place, or any other method that ensures that disabled voters have the same degree of information available to them when casting their ballots as others.
21. Within one year of the effective date of this Agreement, the County will develop and implement a way for persons who are blind or have low vision to vote independently and privately, whether through ballots and instructions in alternate formats (in-person and absentee), Braille templates and audio instructions, the provision of accessible voting machines, or some other method.
22. Within three months of the effective date of this Agreement, the County will survey its voter registration locations for accessibility to persons with disabilities by using the form provided at Attachment E and will report the results of this survey to the Department. If barriers to access are identified, the County will implement and report the Department its

plan to provide program access, which may include allowing persons to register to vote through alternative means or at alternative locations.

23. Within three months of the effective date of this Agreement, the County will make all voter registration materials available in alternate formats, including Braille, large print, audio tape, and computer disk.
24. Starting three months from the effective date of this Agreement, when the County purchases or otherwise acquires new voting machines, one such newly-acquired machine per polling location will be the most accessible model for persons with disabilities (including those with mobility and visual impairments) that has been approved for County use by the applicable governing authority (e.g., State Secretary of Elections or other such official).
25. Starting three months from the effective date of this Agreement, when setting up its voting equipment, the County will ensure that the equipment's accessibility to persons with disabilities is maximized, such as setting up table-top equipment on accessible tables and within the reach ranges required by the Standards, as shown in Attachment E.
26. Within the month prior to the next election that utilizes the County's polling places, and at yearly anniversaries of the effective date of this Agreement until it expires, the County will train poll workers on the rights of people with disabilities and the practical aspects of assuring those rights. The training will cover, at minimum, the need to maintain the physical accessibility of polling locations; how to assist people with disabilities, as necessary; and how to operate any non-standard voting equipment or accessible features of standard equipment (particularly new, accessible equipment).

#### ***EMERGENCY MANAGEMENT PROCEDURES AND POLICIES***

27. If the County contracts with another entity, such as the American Red Cross or another local government, to provide its emergency preparedness plans and emergency response services, the County will ensure that the other entity complies with the following provisions on its behalf.
28. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that it regularly solicits and incorporates input from persons with a variety of disabilities and those who serve them regarding all phases of its emergency management plan (preparation, notification, response, and clean up).
29. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that its community evacuation plans enable those who have mobility impairments, vision impairments,

hearing impairments, cognitive disabilities, mental illness, or other disabilities to safely self-evacuate or be evacuated by others. Some communities are instituting voluntary, confidential registries of persons with disabilities who may need individualized evacuation assistance or notification. If the County adopts or maintains such a registry, its report to the Department will discuss its procedures for ensuring voluntariness, appropriate confidentiality controls, and how the registry will be kept updated, as well as its outreach plan to inform persons with disabilities of its availability. Whether or not a registry is used, the County plan should address accessible transportation needs for persons with disabilities.

30. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that if its emergency warning systems use sirens or other audible alerts, it will also provide ways to inform persons with hearing impairments of an impending disaster. The use of auto-dialed TTY messages to pre-registered individuals who are deaf or hard of hearing, text messaging, e-mails, open-captioning on local TV stations and other innovative uses of technology may be incorporated into such procedures, as well as lower-tech options such as dispatching qualified sign language interpreters to assist with emergency TV broadcasts.
31. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that at least one emergency shelter has a back-up generator and a way to keep medications refrigerated (such as a refrigerator or a cooler with ice). Such shelter(s) will be made available to persons whose disabilities require access to electricity and refrigeration, for example, for using life-sustaining medical devices, providing power to motorized wheelchairs, and preserving certain medications, such as insulin, that require refrigeration. The written procedures will include a plan for notifying persons of the location of such shelter(s).
32. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that persons who use service animals are not separated from their service animals when sheltering during an emergency, even if pets are normally prohibited in shelters. The procedures will not unnecessarily segregate persons who use service animals from others but may take into account the potential presence of persons who, for safety or health reasons, should not be in contact with certain types of animals.
33. Some of the of the County's emergency shelters may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, are subject to the obligation to provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these facilities by any person or entity, including the Department.

34. Within three months of the effective date of this Agreement, the County will survey its shelters to determine which shelters have parking, exterior routes, entrances, interior routes to the shelter area, and toilet rooms serving the shelter areas that comply with the Standards.
35. Within six months of the effective date of this Agreement and until all emergency shelters have accessible parking, exterior routes, entrances, interior routes to the shelter area, and toilet rooms serving the shelter area, the County will identify and widely publicize to the public and to persons with disabilities and the organizations that serve them the most accessible emergency shelters.
36. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that it has identified temporary accessible housing (such as accessible hotel rooms within the community or in nearby communities) that could be used if people with disabilities cannot immediately return home after a disaster if, for instance, necessary accessible features such as ramps or electrical systems have been compromised.

#### ***SIDEWALKS***

37. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written process for soliciting and receiving input from persons with disabilities regarding the accessibility of its sidewalks, including, for example, requests to add curb cuts at particular locations.
38. Within three months of the effective date of this Agreement, the County will identify and report to the Department all streets, roads, and highways that have been constructed or altered since January 26, 1992. Paving, repaving, or resurfacing a street, road, or highway is considered an alteration for the purposes of this Agreement. Filling a pothole is not considered an alteration for the purposes of this Agreement. Within three years of the effective date of this Agreement, the County will provide curb ramps or other sloped areas complying with the Standards or UFAS at all intersections of the streets, roads, and highways identified under this paragraph having curbs or other barriers to entry from a street level pedestrian walkway.
39. Beginning no later than three months after the effective date of this Agreement, the County will provide curb ramps or other sloped areas complying with the Standards or UFAS at any intersection having curbs or other barriers to entry from a street level pedestrian walkway, whenever a new street, road, or highway is constructed or altered.
40. Within three months of the effective date of this Agreement, the County will identify all street level pedestrian walkways that have been constructed or altered since January 26, 1992. Paving, repaving, or resurfacing a walkway is considered an alteration for the purposes of this Agreement. Within three years of the effective date of this Agreement,

the County will provide curb ramps or other sloped areas complying with the Standards or UFAS at all places where a street level pedestrian walkway identified under this paragraph intersects with a street, road, or highway.

41. Beginning no later than three months after the effective date of this Agreement, the County will provide curb ramps or other sloped areas complying with the Standards or UFAS at all newly constructed or altered pedestrian walkways where they intersect a street, road, or highway.

#### ***WEB-BASED SERVICES AND PROGRAMS***

42. Within 1 month of the effective date of this Agreement, and on subsequent anniversaries of the effective date of this Agreement, the County will distribute to all persons – employees and contractors – who design, develop, maintain, or otherwise have responsibility for content and format of its website(s) or third party websites used by the County (Internet Personnel) the technical assistance document, “Accessibility of State and Local Government Websites to People with Disabilities,” which is Attachment F to this Agreement (it is also available at [www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm)).
43. Within three months of the effective date of this Agreement, and throughout the life of the Agreement, the County will do the following:
  - a. Establish, implement, and post online a policy that its web pages will be accessible and create a process for implementation;
  - b. Ensure that all new and modified web pages and content are accessible;
  - c. Develop and implement a plan for making existing web content more accessible;
  - d. Provide a way for online visitors to request accessible information or services by posting a telephone number or e-mail address on its home page; and
  - e. Periodically (at least annually) enlist disability groups to test its pages for ease of use.

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

44. The elements or features of the County’s facilities that do not comply with the Standards, including those listed in Attachments G, H, I, and J, prevent persons with disabilities from fully and equally enjoying the County’s services, programs, or activities and constitute discrimination on the basis of disability within the meaning of 42 U.S.C. § 12132 and 28 C.F.R. §§ 35.149 and 35.150.

45. The County will comply with the cited provisions of the Standards when taking the actions required by this Agreement.
46. Within three months of the effective date of this Agreement, the County will install signage as necessary to comply with 28 C.F.R. § 35.163(b), after having surveyed 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.
47. Regardless of other time frames set forth in Attachments G, H, and I, the County will carry out the required modifications to toilet rooms within three years of the effective date of this Agreement, with approximately 33% of the total toilet room renovations to be completed during each 12 month period.
48. Newly Constructed Facilities: In order to ensure that the following spaces and elements in County facilities, for which construction was commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the County will take the actions listed in Attachment G.
49. Altered Facilities: In order to ensure that the following spaces and elements in County facilities, for which alterations commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the County will take the actions listed in Attachment H.
50. Program Access in County Existing Facilities: In order to ensure that each of the County's programs, services, and activities operating at a facility that is the subject of this Agreement, when viewed in its entirety, is readily accessible to and usable by persons with mobility impairments, the County will take the actions listed in Attachment I.

#### ***PROGRAM MODIFICATIONS***

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

#### ***MISCELLANEOUS PROVISIONS***

52. Except as otherwise specified in this Agreement, at yearly anniversaries of the effective date of this Agreement until it expires, the County will submit written reports to the Department summarizing the actions the County has taken pursuant to this Agreement. Reports will include detailed photographs showing measurements, architectural plans, work orders, notices published in the newspaper, copies of adopted policies, and proof of efforts to secure funding/assistance for structural renovations or equipment.

53. Throughout the life of this Agreement, consistent with 28 C.F.R. § 35.133(a), the County will maintain the accessibility of its programs, activities, services, facilities, and equipment, and will take whatever actions are necessary (such as routine testing of accessibility equipment and routine accessibility audits of its programs and facilities) to do so. This provision does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).
54. Within six months of the effective date of this Agreement, the County will develop or procure a two-hour training program on the requirements of the ADA and appropriate ways of serving persons with disabilities. The County will use the ADA technical assistance materials developed by the Department and will consult with interested persons, including individuals with disabilities, in developing or procuring the ADA training program.
55. Within one year of the effective date of this Agreement, the County will deliver its training program to all County employees who have direct contact with members of the public. At the end of that period, the County will submit a copy of its training curriculum and materials to the Department, along with a list of employees trained and the name, title, and address of the trainer.

#### **IMPLEMENTATION AND ENFORCEMENT**

56. If at any time the County desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the Department in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is written Agreement by the Department to the proposed modification, the proposed modification will not take effect. These actions must receive the prior written approval of the Department, which approval will not be unreasonably withheld or delayed.
57. The Department may review compliance with this Agreement at any time. If the Department believes that the County has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the Department for a modification of the relevant terms, the Department will so notify the County in writing and it will attempt to resolve the issue or issues in good faith. If the Department is unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date it provides notice to the County, it may institute a civil action in federal district court to enforce the terms of this Agreement, or it may initiate appropriate steps to enforce title II and section 504 of the Rehabilitation Act.
58. For purposes of the immediately preceding paragraph, it is a violation of this Agreement for the County to fail to comply in a timely manner with any of its requirements without

obtaining sufficient advance written agreement with the Department for an extension of the relevant time frame imposed by the Agreement.

59. Failure by the Department to enforce this entire Agreement or any provision thereof with regard to any deadline or any other provision herein will not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.
60. This Agreement is a public document. A copy of this document or any information contained in it will be made available to any person by the County or the Department on request.
61. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement (including its Attachments, which are hereby incorporated by reference), will be enforceable. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect the County's continuing responsibility to comply with all aspects of the ADA and section 504 of the Rehabilitation Act.

- 62. This Agreement will remain in effect for five years.
- 63. The person signing for the County represents that he or she is authorized to bind the County to this Agreement.
- 64. The effective date of this Agreement is the date of the last signature below.

For the County of Deschutes:

For the United States:

R. ALEXANDER ACOSTA,  
Assistant Attorney General for Civil Rights

By: \_\_\_\_\_

By: \_\_\_\_\_

JOHN L. WODATCH, Chief  
JEANINE WORDEN, Deputy Chief  
MARY LOU MOBLEY, Senior Counsel  
MELLIE NELSON, Supervisory Attorney  
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Disability Rights Section - NYA  
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Date: \_\_\_\_\_

Date: \_\_\_\_\_