

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CITY OF KILLEEN, TEXAS
UNDER THE AMERICANS WITH DISABILITIES ACT
DJ 204-76-220

I. BACKGROUND

1. The parties to this Agreement are the United States of America and the City of Killeen, Texas (“City”).
2. The United States reviewed the City of Killeen’s compliance with Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134 (“Title II”), and its implementing regulation, 28 C.F.R. Part 35.
3. The City of Killeen is in Bell County, Texas. It is the principal city of the Killeen-Temple-Fort Hood Metropolitan Statistical Area and is adjacent to Fort Hood military base.
4. The Department of Justice evaluated the City’s compliance with the following Title II requirements:
 - 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.
 - Ensuring 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;
 - Making physical changes to buildings, 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;¹ and/or
 - 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.

- To ensure that communications with people with disabilities, including City program 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 to the City's 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 the City's accessible services, activities, and facilities, 28 C.F.R. § 35.163(a);
 - 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);
 - To notify applicants, participants, beneficiaries, and other interested people, including veterans with disabilities, of their rights and the City's 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 the City's ADA responsibilities, 28 C.F.R. § 35.107(a); and
 - To establish a grievance procedure for resolving complaints of Title II violations, 28 C.F.R. § 35.107(b).
5. The United States reviewed compliance with the ADA's program access, new construction and alterations requirements at the following facilities:

Animal Services
City Hall
Copper Mountain Branch Public Library
Farmers Market Park
Fire Station 9
Killeen Arts and Activities Center
Killeen Civic and Conference Center

¹ 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.

Killeen Community Center, including:
 Amphitheater
 Killeen Rotary Children's Park, including:
 Patsy Derr Rotary Pavilion
 Killeen-Fort Hood Airport
 Lions Club Park, including
 Family Recreation Center
 Athletic Complex
 Senior Center
 Aquatics and Water Park
 Long Branch Park, including:
 Basketball Courts
 Mickey's Skate Park
 Picnic Areas
 Playground – North
 Playground – South
 Swimming Pool
 Tennis Courts
 Toilet Rooms and Picnic Pavilion – East
 Toilet Rooms and Picnic Pavilion – West
 Maxdale Park
 Municipal Court
 Police Department Headquarters
 Police Department Training Facility
 Police Station – North
 Rodeo Arena
 Athletic Complex
 Special Events Center
 Stone Tree Public Golf Course
 Timber Ridge Park
 Utilities Collection and Administration

6. The United States also reviewed the City's emergency management and disaster prevention policies and the City's curb ramp installation program and sidewalk maintenance policies to evaluate compliance with Title II of the ADA.
7. The ADA applies to the City because it is a "public entity" as defined by Title II. 42 U.S.C. § 12131(1).
8. The United States is authorized under 28 C.F.R. Part 35, Subpart F, to determine the City's compliance 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.
9. The United States' investigation identified failures by the City to comply with Title II's nondiscrimination requirements.

10. The Parties agree that it is in their best interest, and the United States believes it is in the public interest, to resolve this matter without further litigation. Accordingly, the Parties have agreed to resolve this matter as set forth below.
11. 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 12 through 40, during the term of this agreement, except as provided in the section entitled "Implementation and Enforcement."

II. REMEDIAL ACTION

A. NOTIFICATION

12. Within two (2) months of the effective date of this Agreement, the City will adopt the attached *Notice Under The ADA*, Attachment A (Notice); distribute it to all its agency heads; publish the Notice in a local newspaper of general circulation serving the City; 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. The City will provide the Notice to any person upon request.
13. Within four (4) months of the effective date of this Agreement, and annually thereafter, the City will implement and send the United States its written procedures to inform interested people with disabilities of the existence and location of the City's accessible programs, services, and activities.

B. ADA COORDINATOR

14. Within four (4) months of the effective date of this Agreement, the City will appoint or hire one or more ADA Coordinators. The ADA Coordinator(s) will coordinate the City's efforts to comply with and carry out its responsibilities under the ADA, including any investigation of ADA-related complaints. The City will make available to all interested individuals, by posting to its websites and in announcements, the name(s), office address(es), and telephone number(s) of the ADA Coordinator(s). If the City changes who it appoints as ADA Coordinator(s), it will notify the United States in writing, and update the name and contact information anywhere it appears, within one (1) day of making such a change.

C. INDEPENDENT LICENSED ARCHITECT

15. Within three (3) months of the effective date of this Agreement, the City will retain an Independent Licensed Architect (ILA), approved by the United States, who is knowledgeable about the architectural accessibility requirements of the ADA. The ILA must act independently to certify whether any alterations, additions, or modifications identified in the attachments to this

Agreement, made by the City during the term of this Agreement 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). The City will bear all costs and expenses of retaining and utilizing the ILA, including the costs and expenses of any consultants and staff. The City will compensate this ILA without regard to the outcome.

16. In issuing certifications pursuant to this Agreement, the ILA will impartially prepare reports with photographs identifying that the specific architectural violation has been remediated and will use the certification form at Attachment F. 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 and/or the City throughout the term of this Agreement. Upon request by the United States, the City will provide prior notice to the United States of inspections by the ILA to allow representatives of the United States to be present.
17. The City will submit ILA certifications to the United States along with its reporting requirements as set forth in this Agreement.

D. GRIEVANCE PROCEDURE

18. Within four (4) months of the effective date of this Agreement, the City will adopt the attached *ADA Grievance Procedure*, Attachment B, distribute it to all 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. The City will provide copies to any person upon request.

E. GENERAL EFFECTIVE COMMUNICATION PROVISIONS

19. The City shall take appropriate steps to ensure that communication with applicants, participants, and members of the public, and companions with disabilities are as effective as communications with others.
20. Within four (4) months of the effective date of this Agreement, the City 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, the City will develop, and submit 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) to the United States for review and approval. Within ten (10) days of receiving comments from the United States, the City shall incorporate in its written procedures any additions or modifications proposed by the United States that bring the procedures into compliance with the ADA. The City will implement the procedures and timeframes as approved by the United States.

21. The City will ensure that all appropriate employees are trained and practiced in using the Texas Relay Service and TTY to make and receive calls, and report to the United States the details of the trainings and employees trained.

F. EMERGENCY MANAGEMENT PROCEDURES AND POLICIES

22. Within ninety (90) days of the effective date of this Agreement, the City will ensure that the City's Emergency Operations Plan (EOP) complies with the ADA, and will provide a copy (including supporting documents) to the United States for review and approval. Within ten (10) days of receiving comments from the United States, the City shall incorporate in its EOP any additions or modifications proposed by the United States that bring the EOP into compliance with the ADA. The City's EOP will include the following:
 - a. A statement that the City of Killeen requires that emergency services should be provided in the most integrated setting appropriate to the needs of individuals with disabilities, and specific procedures to ensure integration.
 - b. Procedures to solicit, receive, and use input from people with a variety of disabilities on its emergency management plan (preparation, notification, response, and clean-up).
 - c. Community evacuation plans to enable people who have mobility disabilities, are blind or have low vision, are deaf or hard of hearing, have cognitive disabilities, mental illness, or other disabilities to safely self-evacuate or be evacuated by others.
 - d. If the City's emergency warning system uses sirens or other audible alerts, then procedures to effectively inform people who are deaf or hard of hearing of an impending disaster.
 - e. A requirement that when the City provides announcements, updates, and related communications regarding emergencies, consistent with the City's obligations to provide effective communication, those announcements, updates, and related communications, must be provided in accessible formats, which may include sign language interpreters for people who are deaf or hard of hearing, and aural communication for people who are blind or have low vision.
 - f. A requirement that emergency shelters have a back-up generator and a way to keep medications refrigerated, as well as a process for notifying people of the location of such shelters. Access to back-up power and refrigeration at such shelters will be made available to people 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.
 - g. Procedures ensuring that people 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 segregate people who use service

animals from others but may consider the potential presence of people who, for safety or health reasons, should not be in contact with certain types of animals.

- h. Plans for providing equivalent opportunities for accessible post-emergency temporary housing to people with disabilities. The City will ensure that information it makes available regarding temporary housing includes information on 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. The City will ensure that any post-emergency housing it provides to people with disabilities is provided in the most integrated setting appropriate to their needs and does not require receipt of housing in institutional settings, such as nursing facilities.

G. SIDEWALKS

- 23. Within three (3) months of the effective date of this Agreement, the City 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. The United States will review and approve the written process.
- 24. Within three (3) months of the effective date of this Agreement, the City will identify and report to the ILA and the United States: (1) a plan for identifying all streets, roads, highways, and 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 intersections of those streets, roads, highways, and street level pedestrian walkways 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 thirty-three (33) months of the effective date of this Agreement. The plan and timetable are incorporated by reference herein, and are enforceable pursuant to paragraph 44 of this Agreement.
- 25. Within thirty-three (33) months of the effective date of this Agreement, the City 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.

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
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26. From the effective date of this Agreement and continuing thereafter, the City 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. Every three-months following the effective date of this Agreement, the ILA will confirm to the United States that the City has provided curb ramps or other sloped areas where required by this paragraph that are in compliance with the 2010 ADA Standards.

H. WEB-BASED SERVICES AND PROGRAMS

27. Within two (2) months of the effective date of this Agreement, the City will:
- a. Designate an employee as the web accessibility coordinator for the City who will be responsible for coordinating the City’s 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 coordinator shall also have experience with the Web Content Accessibility Guidelines (WCAG), and other voluntary guidelines regarding website accessibility generally; and
 - b. Retain an independent consultant, approved by the United States, who is knowledgeable about accessible website development, Title II of the ADA, and WCAG to evaluate the City’s website and any proposed online services for compliance with the ADA, and who shall be responsible for the annual website accessibility evaluation. The City will bear all costs and expenses of retaining and utilizing this independent consultant, including the costs and expenses of any staff. The City will compensate this independent consultant without regard to the outcome.
28. Within three (3) months of the effective date of this Agreement, and annually thereafter, the City will:
- a. Adopt, implement, and post online a policy that its web pages will comply with the ADA;
 - 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 ensure all web content and services comply with Title II of the ADA and the terms of this Agreement;
 - d. Incorporate provisions ensuring that all the City’s webpages comply with the ADA, into the performance evaluations of the web accessibility coordinator and all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or

customer service;

- e. Assess all existing web content and online services for compliance with the ADA, 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;
 - f. 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
 - g. 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.
29. Within three (3) months of the effective date of this Agreement, the City will:
- a. Ensure that its websites and all online services, including those websites or online services provided by third parties upon which the City relies to provide services or content, comply with, the ADA; and
 - b. Assess all proposed online services before they are made available to the public for conformance with the ADA, 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.

I. NEW CONSTRUCTION, ALTERATIONS, AND PHYSICAL CHANGES TO FACILITIES

- 30. Any construction or alterations to City buildings and facilities by the City or on its behalf will fully comply with the requirements of 28 C.F.R. § 35.151, including applicable architectural standards.
- 31. Within six (6) months of the effective date of this Agreement, the City will survey all facilities that are the subject of this Agreement to identify those that have multiple entrances not all of which are accessible. For those facilities with one or more entrances that are not accessible, the City 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). This work will be reviewed and certified by the ILA and contained in the reports prepared as set forth in paragraphs 16 and 17 above.

32. Newly Constructed Facilities: The City will take the actions listed in Attachment C to make the newly constructed City facilities for which construction was commenced after January 26, 1992, readily accessible to and usable by people with disabilities.
33. Altered Facilities: The City will take the actions listed in Attachment D to make the altered parts of City facilities for which alterations commenced after January 26, 1992, readily accessible to and usable by people with disabilities.
34. In the event that the City has already undertaken an alteration, addition, or other modification to any element identified in Attachments or otherwise after January 26, 1992, and prior to the Effective Date of this Agreement, the City will submit, within six (6) months, a written report to the ILA and the United States pursuant to paragraph 37 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

35. Facilities and Programs that the United States Did Not Survey: The ILA will survey all the City's newly constructed (i.e., constructed after January 26, 1992) facilities that the United States did not survey for compliance with the applicable architectural standards as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied above. Within one (1) year of the effective date of this Agreement, the City will submit to the United States 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 corrective actions identified in the report must be completed no later than six (6) months prior to the termination of this Agreement. Within sixty (60) days of receipt of the report, the United States will review and approve the proposed corrective actions and the timeframes for completion. The City will be responsible for the corrective actions approved by the United States.
36. Program Access in Existing Facilities: The City will take the actions listed in Attachment E to make each of the City's 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.

III. MISCELLANEOUS PROVISIONS

37. Except as otherwise specified in this Agreement, six (6) months after the effective date of this Agreement and annually thereafter until it expires, the City will submit written reports to the United States summarizing its actions pursuant to this Agreement. Reports will include certifications from the ILA, photographs showing measurements, architectural plans, notices published in the newspaper, confirmation that the City has provided curb ramps and other sloped areas required by Paragraphs 25 and 26, and copies of adopted policies, among other things.
38. Throughout the term of this Agreement, consistent with 28 C.F.R. § 35.133(a), the City will maintain the accessibility of its programs, activities, services, facilities, and equipment, including routinely testing accessibility 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).
39. Within six (6) months of the effective date of this Agreement, the City will submit for pre-approval by the United States a proposed training program on the requirements of the ADA, this Agreement, 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 address of the trainer.
40. 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 City employees who have direct contact with members of the public will be trained on the requirements of the ADA, this Agreement, and appropriate ways of serving people with disabilities. Within thirty (30) days after each training, the City will submit to the United States the list of employees trained.

IV. IMPLEMENTATION AND ENFORCEMENT

41. The United States may review compliance with this Agreement at any time. The City will cooperate with the United States. It is a violation of this Agreement for the City to fail to comply in a timely manner with any of the requirements of this Agreement. If the United States finds that the City has failed to comply with this Agreement, based on reports provided by the City or the ILA pursuant to this Agreement or other information, the United States agrees to notify the City in writing of the alleged noncompliance and attempt to seek a resolution of the matter with the City. If the parties are unable to reach a resolution within sixty (60) days of the date of the United States' written notification, the United States may seek enforcement of the terms of this Agreement in federal district court or seek to enforce compliance with the ADA and its implementing regulation.
42. Failure by the United States to enforce any provision of this Agreement is not a waiver of the United States' right to enforce any provision of this Agreement.

- 43. This Agreement is a public document. The City will provide a copy of this Agreement to any person, upon request.
- 44. 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, unless modified, in writing by mutual agreement of the Parties. This Agreement does not remedy any other potential violations of the ADA or other federal law. This Agreement does not relieve the City of its continuing obligation to comply with all aspects of Title II of the ADA.
- 45. This Agreement will remain in effect for three (3) years.
- 46. The person signing for the City represents that they are authorized to bind the City to this Agreement.
- 47. The effective date of this Agreement is the date of the last signature below.

For the City:

KENT CAGLE, City Manager
 101 North College Street
 Killeen, Texas 76541
 (254) 501-7700

By: /s/ Kent Cagle

Date: June 29, 2021

For the United States:

REBECCA B. BOND, Chief
 ANNE S. RAISH, Principal Deputy Chief
 KATHLEEN P. WOLFE,
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By: /s/ Beth A. Esposito

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Date: June 29, 2021