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18 UNITED STATES DISTRICT COURT
19 FOR THE CENTRAL DISTRICT OF CALIFORNIA

20 UNITED STATES OF AMERICA,

21 Plaintiff,

22 v.

23 LOS ANGELES COUNTY,
24 CALIFORNIA,

25 Defendant.

No. 2:23-cv-05165-FLA(MRWx)

AGREEMENT

26 Honorable Fernando L. Aenlle-Rocha
United States District Judge
27
28

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1 **I. SUMMARY**

2 1. The parties agree that the below agreement regarding an expert consultant
3 contains, in substance, all of the principles and terms to which the parties will agree in
4 settling the above-captioned case. The parties agree that the County’s engagement of a
5 third-party expert who consults with the County in the manner set forth below
6 adequately, and in good faith, resolves their disputes in this case. The parties also agree
7 that the informal dispute resolution process set forth below is sufficient to protect both of
8 the parties’ interests. The parties agree that the below settlement principles satisfies both
9 parties’ goals to improve and ensure accessibility in the County’s voting program.

10 2. The parties agree that after they have agreed to the below terms, they shall
11 not edit or add to the below substantive principles.

12 3. The parties agree that besides this Agreement, there will not be further
13 agreements that the parties will sign to settle this case.

14 **II. DEFINITIONS OF KEY TERMS**

15 4. “Accessible” means that a vote center is compliant with the 2010 ADA
16 Standards for Accessible Design (28 C.F.R. § 35.104, as set forth in appendices B and D
17 to 36 C.F.R. Part 1191 and the requirements contained in 28 C.F.R. §§ 35.150 and
18 35.151) and the State of California Polling Place Accessibility Guidelines (available at
19 [https://www.sos.ca.gov/elections/publications-and-resources/polling-place-accessibility-](https://www.sos.ca.gov/elections/publications-and-resources/polling-place-accessibility-guidelines)
20 [guidelines](https://www.sos.ca.gov/elections/publications-and-resources/polling-place-accessibility-guidelines)) on each day of the Voting Period.

21 5. “Election” or “Voting Period” as used in this Agreement includes any day
22 on which in-person voting occurs.

23 6. “Expert” means the individual retained by the County pursuant to Paragraph
24 10 of the Agreement.

25 7. “Temporary Mitigation Measures” (i.e., temporary remedial measures)
26 refers to any measures that Los Angeles County deploys at Vote Centers to make them
27 accessible or to improve accessibility, including such measures identified and
28 recommended by the Expert.

1 8. “Vote Center” refers to any facility, site, or location, where voters may cast
2 ballots in person for elections administered by Los Angeles County which includes a
3 portion of a building, site, or location where voting equipment is set up, the designated
4 path connecting it to each applicable arrival point including off street accessible parking,
5 public right of way, drop zone, or public transportation stop, and any features or
6 elements along those paths such as doors, elevators, or lifts, that are necessary to access
7 the voting room, cast the ballot, and exit the facility.

8 9. “Informal resolution” means the resolution of a disagreement by Chief
9 Magistrate Judge Stevenson pursuant to Paragraphs 16 and 18 of the Agreement.

10 **III. SELECTON AND DUTIES OF AN INDEPENDENT EXPERT**

11 10. The County will retain an independent accessibility expert (“Expert”) with
12 substantial credentials and experience in accessible design. The Expert shall be a
13 certified disability access consultant (Certified Access Specialist (CASp certification
14 required)), accessibility inspector, and plans examiner, and with qualifications,
15 background, and expertise in the accessibility of government programs under the ADA,
16 including with the 2010 ADA Standards for Accessible Design (28 C.F.R. § 35.104, as
17 set forth in Appendices B and D to 36 C.F.R. Part 1191 and the requirements contained
18 in 28 C.F.R. § 35.151) (2010 Standards), with the ability to apply that understanding to
19 short term events. Preference will be given to candidates who also have substantial
20 credentials and expertise in election operations and accessibility of voting locations, and
21 familiarity with the California Voter’s Choice Act, including verification of experience
22 working with a state office, county, or city to develop, implement, or conduct voting
23 location assessments, preferably in California.

24 11. The Expert shall serve in this role for a period of three years commencing
25 upon the execution of the County’s contract with the Expert.

26 12. The County will pay all fees and costs associated with the Expert as
27 negotiated between the County and the Expert on a per Fiscal Year basis for services
28 specific to and for the duration of this agreement.

1 13. Starting no later than on August 15, 2024, the County will conduct a
2 competitive solicitation process for the identification and selection of the Expert. The
3 County and the United States shall agree on the statement of qualifications and
4 prerequisites for the Expert before soliciting bids for the Expert. In order to ensure that
5 this solicitation process proceeds efficiently, the United States shall take no more than
6 four (4) weeks to agree to that statement of qualification and prerequisites for the Expert.
7 The County shall not be in any breach of this agreement if the County does not receive
8 qualified responses in that process. The County will, however, redo the bidding process
9 in the event that no qualified vendors submit bids during the initial solicitation until a
10 qualified Expert is selected.

11 14. Upon retaining the Expert, the County will provide the Expert with (1)
12 reasonable access to County information related to the accessibility of its voting program
13 and (2) designate a County employee as a point of contact to facilitate the Expert's
14 access to and engagement with such information.

15 a. The County information provided to the Expert will include the
16 training materials, policies, and procedures that relate to the
17 accessibility of the County's Vote Centers, as well as Surveys,
18 Mitigation Plans, Signage Plans, Maps, and photographs for
19 identified facilities, buildings, sites, or locations that it reasonably
20 maintains as viable for consideration as Vote Centers for future
21 Elections. If any of these materials are updated after the County
22 provides them to the Expert, the County shall provide such updated
23 information to the Expert as soon as reasonably possible.

24 b. The County will also provide a list of one hundred (100) facilities,
25 buildings, sites, or locations maintained as viable for consideration as
26 Vote Centers that the Expert will evaluate for the Expert's first draft
27 Report.

28 15. For purposes of this agreement, the duties of the Expert will include the

1 following:

- 2 a. Consulting with the County on site selection policies and procedures
3 to ensure that the County selects properties/facilities, buildings, sites,
4 or locations to serve as Vote Centers that are accessible or can be
5 made more accessible during the voting period by employing
6 Temporary Mitigation Measures, with the Expert recognizing that the
7 County must also consider the requirements of federal and state
8 election laws pertaining to site selection (including, in particular, the
9 California Voter’s Choice Act). The Expert will also consult with the
10 County on its identification and use of Temporary Mitigation
11 Measures for accessibility;
- 12 b. Evaluating the County’s policies and procedures that relate to the
13 accessibility of the County’s Vote Centers;
- 14 c. On December 15, 2024, and every six (6) months thereafter,
15 providing a draft report for at least one hundred (100) facilities,
16 buildings, sites, or locations maintained as viable for consideration as
17 Vote Centers selected by the County and for which the County
18 provided Surveys, Mitigation Plans, Signage plans, maps, and
19 photographs. The County may respond with reasonable alternative
20 Temporary Mitigation Measures to any specific Temporary
21 Mitigation Measure with which the Expert disagrees or permanent
22 modifications to a reviewed facility maintained as viable for
23 consideration as a Vote Center, with the understanding that any such
24 changes both temporary and permanent are subject to, among other
25 factors, available funding, feasible timing and the willingness of
26 property owners and site managers to cooperate with the County. For
27 each facility, building, site, or location maintained as viable for
28 consideration as a Vote Center constructed after January 26, 1992

1 (where the County is reasonably able to determine the date on which
2 the building was constructed), by, on behalf of, or for the use of the
3 County, the Expert's proposed modifications to the County's
4 Mitigation Plans and Signage Plans may include both reasonable
5 alternative Temporary Mitigation Measures to any specific
6 Temporary Mitigation Measure which the Expert recommends and
7 permanent modifications when required to meet the County's Title II
8 obligations (subject to the same understanding above by the Expert).

9 d. Including in one of the Expert's biannual reports under section 15(c),
10 where the Expert deems necessary, a recommendation that the
11 County reject or discontinue maintaining as viable a facility, building,
12 site, or location as a Vote Center because it is not sufficiently
13 accessible or cannot be made accessible during a voting period.

14 e. Any duties agreed upon with the Expert beyond the scope of this
15 agreement may only be added and approved at the discretion of the
16 County.

17 16. With respect to the Expert reports described in Paragraph 15(c) and (d)
18 above:

19 a. When the Expert completes a draft report, the Expert shall first
20 submit that draft to the County. The County shall have thirty (30)
21 days to meet-and-confer with the Expert if the County has comments,
22 suggestions, edits, or disagreements with respect to the draft report.
23 The County may, at its discretion, submit a written response to the
24 draft report that, among other things, explains why the County cannot
25 implement a recommendation or suggestion of the Expert, or
26 alternative sites or approaches or facilities, buildings, sites, or
27 locations that the County believes are more feasible than the Expert's
28 recommendation. The Expert may amend the draft report following

1 this meet-and-confer period with the County.

- 2 b. After the 30-day period in 16(a), the Expert shall share the draft
3 report with the United States, as well as notify the United States if
4 there is still an impasse between the Expert and the County under
5 16(a). The Expert will provide the United States with Surveys,
6 Mitigation Plans, Signage Plans, Maps, and photographs, as well as
7 updated County information, for facilities, buildings, sites, or
8 locations maintained as viable for consideration as Vote Centers
9 evaluated by the Expert during the reporting period upon sending the
10 Expert's draft report. Over a further 30-day period, the Expert, the
11 County, and the United States may meet-and-confer regarding
12 disagreements the parties have regarding that draft report.
- 13 c. Following the two meet-and-confer periods in subsection (a) and (b)
14 above, if there is no further disagreement between the parties, the
15 Expert shall complete a final report.
- 16 d. If, however, following the two meet-and-confer periods in
17 subsections (a) and (b) above, there remains a disagreement between
18 the parties regarding the Expert's draft report, either party may raise
19 the issue with Chief U.S. Magistrate Judge Stevenson for an informal
20 resolution. Each of the County, the Expert, and the United States may
21 submit written reports to Judge Stevenson in that informal dispute
22 resolution.

23 17. The Expert's duties are limited to the matters described in Paragraph 15
24 above. The Expert shall not participate in, be instructed to evaluate, or receive materials
25 related to the County's placement of Vote Centers (although the Expert may evaluate
26 policies and procedures related to the County's process for selecting Vote Center sites),
27 unless requested by the County.

28 18. The County shall not be in breach of this agreement if it disagrees with, or

1 declines to follow the recommendations of the Expert and the County follows the
2 informal resolution procedure set forth above. Once the County has selected and engaged
3 an Expert under Paragraphs 10 and 13 above, either Party may allege a violation of this
4 agreement only through the informal dispute resolution set forth above in Paragraph
5 16(d). That is, before a party seeks a resolution by Judge Stevenson for a violation of this
6 agreement, it must (1) submit the issue to the other party, and allow that party to consult
7 with the Expert for a period of 30 days and (2) following that 30- day period, the parties
8 must meet-and-confer with one another for another 30 days. After satisfying that
9 process, if a dispute still exists, the party may raise the issue with Judge Stevenson for an
10 informal resolution, with each of parties and the Expert permitted to submit written
11 reports to Judge Stevenson as part of that resolution process.

12 19. The County will widely publicize the availability of its curbside voting
13 program. The County's curbside voting program at each Vote Center will comply with
14 Title II of the Americans with Disabilities Act and its implementing regulation, 28
15 C.F.R. §§ 35.130(b), 35.150.

16 20. The Court will retain jurisdiction of this matter for the term of this
17 agreement for the sole purpose of facilitating the parties' cooperation and resolving
18 disputes, if any occur, under the informal dispute resolution process set forth above. This
19 agreement will terminate at the end of the Expert's contract with the County as provided
20 for in Paragraph 11.

21 21. No more than five (5) business days after the County has selected an Expert
22 under Paragraphs 10 and 13 above, the United States shall dismiss its complaint with
23 prejudice pursuant to Federal Rule of Civil Procedure 41, in *United States v. Los Angeles*
24 *County*, No. 2:23-CV-05165-FLA (MRWx) (C.D. Cal.). The parties hereby agree,
25 however, for the Court to retain jurisdiction to enforce this agreement. The parties
26 further agree that the United States will request that the Court's order of dismissal
27 incorporate the terms of this agreement and indicate the parties' agreement that the Court
28 retain ancillary jurisdiction to enforce this settlement. That is, the parties agree to satisfy

1 any procedural requirements to allow the Court to retain post-dismissal jurisdiction to
2 enforce the terms of this agreement, per *K.C. ex rel. Erica C. v. Torlakson*, 762 F.3d 962,
3 967-68 (9th Cir. 2014) and related cases. Notwithstanding the agreements in this
4 paragraph, however, the parties understand and agree that all disputes related to this
5 agreement, including any allegation that a party has breached the agreement, must
6 proceed through the informal dispute resolution process set forth above, with a final
7 decision by Chief Magistrate Judge Karen Stevenson providing the final determination
8 on any such dispute (that is, without the parties having any ability to appeal a decision by
9 Chief Magistrate Judge Stevenson). In the event Chief Magistrate Judge Stevenson is no
10 longer serving as a Magistrate Judge, the parties agree that another Magistrate Judge will
11 be selected to preside over this dispute resolution process in consultation with the Chief
12 Magistrate Judge who is presiding at that time.

13 Dated: August 1, 2024


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26 Dated: July 14, 2024

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COUNTY OF LOS ANGELES

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Los Angeles County Registrar-
Recorder/County Clerk

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2 enforce the terms of this agreement, per *K.C. ex rel. Erica C. v. Torlakson*, 762 F.3d 962,
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9 Chief Magistrate Judge Stevenson). In the event Chief Magistrate Judge Stevenson is no
10 longer serving as a Magistrate Judge, the parties agree that another Magistrate Judge will
11 be selected to preside over this dispute resolution process in consultation with the Chief
12 Magistrate Judge who is presiding at that time.

13 Dated: July XX, 2024

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23 Dated: July 14, 2024

COUNTY OF LOS ANGELES

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