

**SETTLEMENT AGREEMENT BETWEEN THE UNITED  
STATES OF AMERICA AND KNOX COUNTY  
UNDER THE AMERICANS WITH DISABILITIES ACT  
USAO # 2023V00109  
DJ # 204-73-236**

**BACKGROUND**

1. The parties to this Settlement Agreement are the United States of America and Knox County, Texas (“County”). This agreement and the terms of this agreement are not applicable to employees of other governmental entities which may do business and perform tasks within the Knox County courthouse or other Knox County buildings. These groups include employees of the 50th Judicial District, game wardens and department of public safety employees employed by the State of Texas, employees of the Texas A&M Agrilife Extension Service, and other similar government employees who are not paid by or employed by Knox County.
2. This matter is based upon a complaint filed with the United States Department of Justice, in which a Complainant alleged that the County discriminated against him because of disability in violation of Title II of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12131–12134. Specifically, the Complainant, who is deaf, alleges that the County would not provide a sign language interpreter for a wedding ceremony that he requested be performed in the County and, instead, the County instructed the Complainant to find and fund his own interpreter. The County denies the allegations.
3. The parties have reached an agreement to resolve this dispute that they believe is in the parties’ best interests, and the United States believes is in the public interest. The parties have voluntarily entered into this Agreement, as follows:

**TITLE II COVERAGE AND DETERMINATIONS**

4. The Attorney General is responsible for administering and enforcing Title II of the ADA, 42 U.S.C. §§ 12131–12134, and the relevant regulation implementing Title II, 28 C.F.R. Part 35. The Attorney General has the authority to, where appropriate, negotiate and secure voluntary compliance agreements, resolve investigations through informal resolution such as settlement agreements, and bring civil actions enforcing Title II of the ADA should the Attorney General fail to secure voluntary compliance. *See* 28 C.F.R. § 35.172(c).
5. The Complainant is deaf and, as such, is an individual with a disability within the meaning of the ADA. *See* 42 U.S.C. § 12102; 28 C.F.R. § 35.104. The Complainant primarily communicates using American Sign Language.
6. The ADA applies to the County because it is a “public entity” pursuant to Title II of the ADA, 42 U.S.C. § 12131. Title II of the ADA prohibits discrimination against qualified individuals with disabilities on the basis of disability in “the services, programs, or

activities of a public entity.” 42 U.S.C. § 12132. Title II also states that public entities “may not . . . [a]fford a qualified individual with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others.” 28 C.F.R. § 35.130(b)(1)(ii).

7. With respect to communications, “[a] public entity shall furnish appropriate auxiliary aids and services where necessary to afford individuals with disabilities, including applicants, participants, companions, and members of the public, an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity of a public entity.” 28 C.F.R. § 35.160(b)(1). Furthermore, “[i]n order to be effective, auxiliary aids and services must be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability.” 28 C.F.R. § 35.160(b)(2).
8. As a result of its investigation, the United States alleges that:
  - a. In February 2020, the Complainant contacted the County, by email, about arranging a marriage ceremony at the County courthouse. The Complainant explained that both he and his then-fiancée (now spouse) are deaf and that the County would need to contact an interpreting service.
  - b. The County’s Justice of the Peace (here performing an administrative rather than a judicial role) responded to the Complainant, also by email, stating that “[t]he arrangement for an interpreter will need to be made by you and funded by you.”
9. The United States alleges that the County discriminated against the Complainant on the basis of disability by denying him the opportunity to equally participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of the County, in violation of 42 U.S.C. § 12132 and 28 C.F.R. § 35.130(b)(1)(ii). The County denies this allegation.

### **ACTIONS TO BE TAKEN BY THE COUNTY**

10. Within two (2) months of the effective date of this Agreement, the County will adopt the attached *Notice Under the Americans with Disabilities Act*, Attachment A (“Notice”); distribute the Notice to all its 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 the Notice in conspicuous locations in each of its public buildings. During the term of this Agreement, the County will refresh each posted Notice and update the contact information contained on each Notice, as necessary. The County will provide the Notice to any person upon request.
11. Within four (4) months of the effective date of this Agreement, the County will identify sources of qualified sign language and oral interpreters, qualified readers, real-time transcription services, and vendors able to put documents in alternate formats, including Braille, large print, cassette tapes, and accessible electronic format (*e.g.*, HTML). Within this time, the County will develop and submit to counsel for the United States for review

and approval 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. Within thirty (30) days of receiving comments from the United States, the County 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 County will implement the procedures and timeframes as approved by the United States.

12. Within four (4) months of the effective date of this Agreement, the County 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 counsel for the United States the details of the trainings and employees trained.
13. Within six (6) months of the effective date of this Agreement, the County will submit for pre-approval by counsel for 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.
14. Except as otherwise specified in this Agreement, six (6) months after the effective date of this Agreement and annually thereafter until the Agreement expires, the County will submit written reports to counsel for the United States summarizing the County's actions pursuant to this Agreement. Reports will include notices published in the newspaper and copies of adopted policies, among other items.
15. Within one (1) year of the effective date of this Agreement and annually thereafter, after approval of the County's training program by the United States, all County 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 County will submit to counsel for the United States the list of employees trained.
16. For the duration of this Agreement and within 21 days of receipt of any written or oral complaint made to the County alleging discrimination based on disability, the County shall send written notification to counsel for the United States with a copy of any such written complaint (or, if an oral complaint was made, a description of the oral complaint) and a complete copy of the County's response.
17. If any issues arise that affect the anticipated completion dates set forth in paragraphs 10–16, the County will immediately notify counsel for the United States of the issue(s), and the parties will attempt to resolve those issues in good faith.

#### **OTHER PROVISIONS**

18. In consideration for the Agreement set forth above, the United States will close its investigation and will not pursue a civil action alleging discrimination based on the

allegations and matters set forth in paragraph 8. However, the United States may review the County's compliance with this Agreement at any time. If the United States believes that this Agreement or any portion of it has been violated, it may institute a civil action in the appropriate U.S. District Court to enforce this Agreement and/or any claims the United States may assert under Title II of the ADA.

19. Failure by the United States to enforce any provision of this Agreement is not a waiver of its right to enforce any provision of this Agreement.
20. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the United States and the County shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
21. The signatory for the County represents that they are authorized to bind the County to this Agreement.
22. This Agreement constitutes the entire agreement between the United States and the County on the matters raised herein, and no prior or contemporaneous statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written agreement, including any attachments, is enforceable. This Agreement can only be modified by mutual written agreement of the parties.
23. This Agreement pertains only to this matter and does not constitute a finding by the United States that the County is in full compliance with the ADA. This Agreement is not intended to remedy any other potential violations of the ADA or any other law that is not specifically addressed in this Agreement, including any other claims by others for discrimination on the basis of disability. Nothing in this Agreement relieves the County of its obligation to fully comply with the requirements of the ADA, if applicable, or other applicable laws.
24. This Agreement shall be a public document. A copy of this Agreement may be made available to the public by either party.
25. The section headings in this Agreement are for convenience only and will not be deemed to affect in any way the language or meaning of the provisions to which they refer.
26. The County shall not discriminate or retaliate against any person because of their participation in this matter.

#### **EFFECTIVE DATE/TERMINATION DATE**

27. The effective date of this Agreement is the date of the last signature below.

28. The duration of this Agreement will be three years from the effective date.

AGREED AND CONSENTED TO:

FOR THE UNITED STATES OF AMERICA

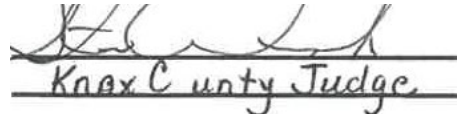
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August 15, 2024  
Date

FOR THE COUNTY



\_\_\_\_\_  
Knox County Judge  
\_\_\_\_\_  
\_\_\_\_\_  
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8/22/2024  
Date



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Matt D. Matzner  
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8/27/2024  
Date

## Attachment A

### NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (“ADA”), the County of Knox, Texas will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

*Effective Communication:* The County provides appropriate aids and services leading to effective communication for qualified persons with disabilities so that they can participate equally in County services, programs, and activities, including such aids and services as qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

*Modifications to Policies and Procedures:* The County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all County services, programs, and activities. For example, individuals with service animals are welcome in County offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a County service, program, or activity, should contact the office of the Knox County Judge at (940) 459-2191 or [cojudge@knoxcountytexas.org](mailto:cojudge@knoxcountytexas.org) as soon as possible but no later than 48 hours before the scheduled event.

The County will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

The ADA does not require the County to take any action that would fundamentally alter the nature of its services or programs or impose an undue financial or administrative burden.

Complaints that a County service, program, or activity is not accessible to persons with disabilities should be directed to the Knox County Judge at (940) 459-2191 or [cojudge@knoxcountytexas.org](mailto:cojudge@knoxcountytexas.org).