

**AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND THE TRAVIS COUNTY CLERK’S OFFICE
DJ No. 204-76-225**

This agreement (the “Agreement”) is entered into between the United States of America and the Travis County Clerk’s Office (collectively, the “Parties”).

INTRODUCTION

1. The United States conducted an investigation of the Travis County Clerk’s Office (“Travis County”) under Title II of the Americans with Disabilities Act of 1990, as amended (“Title II” and “ADA”), 42 U.S.C. §§ 12131-12134, and Title II’s implementing regulation, 28 C.F.R. Part 35.

2. In the 2020 Primary Election, Travis County maintained over 130 polling place locations, including buildings that are privately- or publicly-owned. Travis County is responsible for selecting each polling place and ensuring the accessibility of each polling place.

3. On February 18-20, 2020 and March 3, 2020, the United States surveyed 56 of Travis County’s polling places used during the 2020 Primary Election. The United States observed that all polling places surveyed contained architectural or equipment barriers that rendered the facilities inaccessible to voters with disabilities, such as a lack of van accessible parking; excessively sloped ramps, some without handrails and edge protection; excessively sloped portions of parking spaces, access aisles, and exterior routes to the entrance; numerous gaps and level changes along exterior routes; and protruding objects. In addition, the United States observed a lack of knee and toe clearance at the accessible voting machines and at other voting stations at some locations, and a lack of the same level of privacy afforded to voters using the accessible machines that was provided to other voters. The United States also observed that Travis County lacked any notice or procedures for voters with disabilities to access the County’s curbside voting system, in a manner consistent with the ADA.

4. Travis County states that it was proactive in attempting to address the issues raised by the United States in connection with the 2020 Primary Election and made progress toward ADA compliance for the November 2020 General Election by implementing some of the United States’ suggestions. Travis County further states that it is committed to ensuring that polling places are accessible for all voters.

5. Individuals with mobility impairments have disabilities within the meaning of the ADA where those impairments substantially limit one or more major life activities of such individuals, including walking. Individuals with vision impairments have disabilities within the meaning of the ADA where those impairments substantially limit one or more major life activities of such individuals, including seeing. 42 U.S.C. § 12102(2).

6. Travis County is a public entity within the meaning of the ADA, 42 U.S.C. § 12131(1), and 28 C.F.R. § 35.104, and is therefore subject to Title II and its implementing regulation.

7. The term “Travis County,” as used in this Agreement, shall include the Travis County Clerk’s Office and all of its members, officers, employees, contractors, successors, assigns, and administrative personnel; and any other person under the authority or control of the Travis County Clerk.

8. Travis County operates services, programs, and activities within the meaning of Title II, including operating a voting program for federal, state, and local elections for which it selects and uses sites as polling places.

9. The Attorney General is responsible for administering and enforcing Title II of the ADA, 42 U.S.C. §§ 12131-12134, and its implementing regulation, 28 C.F.R. Part 35. The Department of Justice is authorized, under 28 C.F.R. Part 35, Subpart F, to “conduct compliance reviews of public entities in order to ascertain whether there has been a failure to comply with the nondiscrimination requirements” of the ADA, to issue findings, and to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action to enforce Title II of the ADA.

10. The Parties agree that it is in their mutual interest, and the United States believes that it is in the public interest, to resolve this investigation on mutually agreeable terms without litigation. In consideration of the mutual promises contained in this Agreement, good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to avoid the costs, expenses, and uncertainty of protracted litigation, the Parties, intending to be legally bound, enter into this Agreement.

11. This Agreement is neither an admission of liability by Travis County nor a concession by the United States that its claims are not well founded.

TERMS OF AGREEMENT

I. Definitions

12. “Election” or “Election Day” shall include both the period of Early Voting and Election Day for all elections operated by Travis County, including primary and general elections.

13. “Accessible on Election Day” means that a polling place (including a facility where a voter may drop off an absentee or mail-in ballot) is compliant with the 2010 ADA Standards for Accessible Design (“2010 Standards”) (28 C.F.R. § 35.104, as set forth in appendices B and D to 36 C.F.R. Part 1191 and the requirements contained in 28 C.F.R. § 35.151) on Election Day, whether such compliance is achieved through ADA-compliant permanent modifications or through the use of temporary measures such as those provided for in Paragraph 24 below.

14. “Election Day Surveyors” or “EDSs” are Travis County personnel who will review compliance at polling place locations where temporary measures are to be implemented on Election Day.

15. “Effective Date” of this Agreement is the date of the last signature below. Unless

otherwise specified, all time periods run from the Effective Date.

II. Obligations of Travis County

A. Accessible Voting Program

16. Travis County will take all reasonable and necessary steps to effectuate its obligation to comply with the ADA with respect to its voting program and this Agreement. In particular, Travis County agrees to revise all relevant policies, practices, and procedures to meet the following obligations:

- a. Travis County agrees not to exclude qualified individuals with disabilities from participation in or deny them the benefits of its voting program, or subject them to discrimination, on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(a), 35.149.
- b. Travis County agrees to maintain in operable working condition those features of facilities and equipment that are required by the ADA to be readily accessible to and usable by persons with disabilities. 28 C.F.R. § 35.133.
- c. Travis County agrees to administer its voting program in the most integrated setting appropriate to the needs of persons with disabilities. *Id.* § 35.130(d).
- d. Travis County agrees to afford voters with disabilities the same amount of privacy and independence provided to voters without disabilities. *Id.* § 35.130(b)(1)(ii).
- e. Travis County agrees to take appropriate steps to ensure that communications with voters, applicants, members of the public, and companions with disabilities are as effective as communications with others. *Id.* § 35.160(a)(1).
- f. Travis County agrees to furnish appropriate auxiliary aids and services where necessary to afford individuals with disabilities, including voters, applicants, companions, and members of the public, an equal opportunity to participate in, and enjoy the benefits of the voting program. Such auxiliary aids and services will 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. *Id.* § 35.160(b).
- g. Within ninety (90) days of the Effective Date of this Agreement, Travis County agrees to submit its revised policies, practices, and procedures to the United States for review and approval. Within thirty (30) days of receiving comments from the United States, Travis County agrees to incorporate in its policies, practices, and procedures any additions or modifications proposed by the United States that bring Travis County's policies, practices, and procedures into compliance with the ADA, or notify the United States that an addition or modification that has been proposed cannot be implemented and suggest an alternative addition or modification to continue to achieve the goal of bringing all policies, practices, and procedures into compliance with the ADA.

17. Travis County agrees to provide accessible polling places in order to have an accessible voting program, including a program that is accessible to persons with mobility or vision disabilities. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130, 35.149. Travis County agrees to select facilities to be used as polling places that do not exclude qualified individuals with disabilities from or deny them the benefits of the polling place, or otherwise subject them to discrimination. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(4).

18. For all elections occurring after the Effective Date of this Agreement, Travis County will implement measures to remediate the issues identified in Attachment A, to make those polling place locations Accessible on Election Day, or will relocate those locations not remediated to an alternative accessible location pursuant to the process established in Paragraphs 26 and 28 of this Agreement. Travis County will provide its remediation plan to the United States within one hundred twenty (120) days of the Effective Date of this Agreement. If Travis County asserts, and the United States agrees, that remediation and relocation to an accessible polling place location are infeasible, then Travis County agrees to comply with Title II's program accessibility requirements as described in Paragraph 21 of this Agreement. 28 C.F.R. § 35.150.

19. Nothing in this Agreement limits Travis County from making ADA-compliant, permanent modifications to County-owned polling place locations instead of providing temporary remedial measures or relocating a polling place location.

20. For County-owned facilities, Travis County agrees to maintain in operable working condition on Election Day the features and equipment (including permanent equipment such as lifts and elevators and temporary equipment such as portable ramps, traffic cones, signs, wedges, and door stops) that are required to make polling places Accessible on Election Day. 28 C.F.R. § 35.133(a). If circumstances arise such that a County-owned polling place location that was previously accessible is no longer accessible because features or equipment are no longer operable, then Travis County agrees to either provide operable equipment or Travis County will relocate the polling place to an alternative, accessible location pursuant to the process established in Paragraphs 26 and 28 of this Agreement. If Travis County asserts, and the United States agrees, that remediation and relocation to an accessible polling place location are infeasible, then Travis County agrees to comply with Title II's program accessibility requirements as described in Paragraph 21 of this Agreement.

21. For all facilities not owned by Travis County, Travis County agrees to maintain in operable working condition on Election Day the features and equipment owned by Travis County (including temporary equipment such as portable ramps, traffic cones, signs, wedges, and door stops) that are required to make polling places Accessible on Election Day. 28 C.F.R. § 35.133(a). If circumstances arise such that a polling place location not owned by Travis County that was previously accessible is no longer accessible because the features or equipment owned by Travis County are no longer operable, then Travis County agrees to either provide operable temporary equipment or Travis County will relocate the polling place to an alternative, accessible location pursuant to the process established in Paragraphs 27 and 29 of this Agreement. If Travis County asserts, and the United States agrees, that remediation and relocation to an accessible polling place location are infeasible, then Travis County agrees to comply with Title II's program accessibility requirements as described in Paragraph 22 of this

Agreement.

22. If Travis County asserts, and the United States agrees, that remediation and relocation to an accessible polling place location are infeasible, then Travis County agrees to comply with Title II's program accessibility requirements, see 28 C.F.R. Part 35, Subpart D.

23. Travis County agrees to provide effective curbside voting, including: (1) signage outside of the location informing voters of the availability of curbside voting, the location of the curbside voting, and how voters can notify the official that they are waiting curbside; (2) a curbside voting location that allows the curbside voter to obtain information from candidates and others campaigning outside the polling place, subject to the limitations of Tex. Elec. Code § 61.003; (3) a method for the voter with a disability to announce her arrival at the curbside voting location without requiring the voter to bring a companion or get assistance from another voter or use a telephone system; (4) a prompt response from election officials to acknowledge their awareness of the voter; (5) timely delivery of the same information that is provided to voters inside the polling place; and (6) a portable voting system that is accessible and allows the voter to cast her ballot privately and independently.

24. Travis County agrees that the following measures will be implemented where necessary to make an otherwise inaccessible polling place Accessible on Election Day. The list of measures is not exhaustive; Travis County may propose other reasonable, temporary measures subject to the review and approval of the United States.

- a. Portable ramps (including curb ramps) up to and including ramps six feet long, with side edge protection.
- b. Portable wedges or wedge ramps.
- c. Floor mats.
- d. Traffic cones.
- e. Relocating furniture or other movable barriers.
- f. Door stops.
- g. Propping open doors.
- h. Unlocking doors.
- i. Signage, including parking and accessible entrance directional signage.
- j. Portable buzzers or door bells.
- k. Removing astragals (center door posts on double doors) that are not a permanent part of the structure from doorways.

B. Survey and Review of Polling Place Locations

25. Travis County agrees to review and, if applicable, revise its policies, practices, and procedures to select facilities to be used as polling places that do not exclude qualified individuals with disabilities from or deny them the benefits of the polling place, or otherwise subject them to discrimination on the basis of their disabilities. Consistent with Paragraph 16 of this Agreement, within ninety (90) days of the Effective Date of this Agreement, Travis County agrees to submit its revised policies, practices, and procedures to the United States for review and approval. Within thirty (30) days of receiving comments from the United States, Travis County agrees to incorporate in its policies, practices, and procedures any additions or modifications proposed by the United States that bring Travis County's policies, practices, and procedures into compliance with the ADA or notify the United States that an addition or modification that has been proposed cannot be implemented and suggest an alternative addition or modification to achieve the goal of bringing all policies, practices, and procedures into compliance with the ADA.

26. Travis County will use and revise as per requirements a polling place accessibility survey instrument that conforms with the 2010 Standards. The survey instrument will include: (1) measurements of each feature in the survey form (e.g., width of parking space, slope of curb ramp); (2) photographs of each element of the polling place and of each measurement; (3) the identification of all appropriate remedial measures, including the remedial measures in Paragraph 24 of this Agreement; and (4) measurements (including slope measurements) and photographs of each remedial measure as it will be implemented on Election Day. The survey instrument will be submitted to the United States for review and approval within ninety (90) days of the Effective Date of this Agreement. Within thirty (30) days of receiving comments from the United States, Travis County agrees to incorporate in its survey instrument any reasonable changes, additions, or modifications proposed by the United States after the opportunity to discuss options or alternatives.

27. For all polling place locations that were not surveyed by the United States in the March 3, 2020 Primary Election, Travis County will conduct a survey using the survey instrument referenced in Paragraph 26 of this Agreement. Travis County need not conduct a survey of any polling place location that Travis County no longer intends to use. Travis County will provide all surveys to the United States on a rolling basis, with all surveys to be completed no later than one (1) year after the Effective Date of this Agreement. If the United States disputes the accuracy of a survey, then Travis County will re-survey the portions of the polling place in question. If the United States concludes that Travis County has proposed a remedial provision that does not fully address a barrier to accessibility, then Travis County will propose and implement, subject to the review and approval of the United States, a remedial measure consistent with Paragraph 24 of this Agreement or relocate a polling place to a location that can be made Accessible on Election Day.

28. Following the United States' review and approval of a polling place survey, Travis County will implement appropriate remedial provisions to make the polling place location Accessible on Election Day. If Travis County chooses not to or is unable to implement one or more of the remedial provisions or an acceptable alternative remedial provision to make a polling place location Accessible on Election Day, it will relocate the inaccessible polling place location

to a location that is Accessible on Election Day, selected pursuant to the process established by Paragraphs 27 and 29 of this Agreement. If Travis County asserts, and the United States agrees, that remediation and relocation to an accessible polling place location are infeasible, then Travis County agrees to comply with Title II's program accessibility requirements as described in Paragraph 22 of this Agreement.

29. Travis County agrees to select polling place locations that are Accessible on Election Day to persons with disabilities. It shall be Travis County's policy and practice to review each newly proposed polling place location to determine whether it is Accessible on Election Day prior to its use in an election. Travis County agrees to use the survey instrument referenced in Paragraph 26 of this Agreement to make all future polling place location selections. If Travis County ultimately determines that a newly proposed location is inaccessible (as defined by the survey instrument) and cannot be made Accessible on Election Day, then Travis County will reject the location and continue to search until a location that will be Accessible on Election Day can be found, subject to Paragraph 22.

30. When Travis County identifies a new prospective polling place location, Travis County will provide the United States notice within twenty-one (21) days of the selection of the proposed new location, along with copies of all surveys (including photographs) of the polling place. The new polling place location will be selected pursuant to the process established by Paragraphs 27 and 29 of this Agreement. The United States' approval must be obtained before Travis County uses the location in an election. The United States agrees to review such requests for approval in a timely manner.

31. If Travis County finds that it cannot implement a previously-approved remedial provision for a specific polling place location, Travis County will immediately notify and confer with the United States. If the issue cannot be resolved to the United States' satisfaction, Travis County will relocate the polling place location to an alternative location that is Accessible on Election Day pursuant to the process established by Paragraphs 27 and 29 of this Agreement.

C. Election Officer and Poll Worker Training

32. Prior to each election during the term of this Agreement, as part of its training program for election officers and poll workers, including precinct clerks and judges, Travis County will provide training on Title II of the ADA and the requirements of this Agreement as applied to Travis County's voting program, including:

- a. Voting room or area requirements, including requirements related to setting up the accessible voting machine, under the 2010 ADA Standards;
- b. Temporary remedial measures, including: (a) why such measures are necessary; (b) how the measures must be implemented (*e.g.*, how to install ramps, the placement of mats over (and not in front of) thresholds); and (c) a description of the role of Travis County's Election Day Surveyors (EDSs), as set forth in Paragraph 37 of this Agreement, and the need to follow the instructions of the EDSs regarding the implementation of temporary measures on Election Day;
- c. Interacting with individuals with disabilities and making reasonable modifications necessary to ensure that qualified individuals with disabilities are afforded an equal opportunity to participate in Travis County's voting program; and
- d. Travis County's revised policies, practices, and procedures, including the policies, practices, and procedures revised pursuant to Paragraphs 16, 22, 23, 25, and 26 and Section F.

33. For each session of the training conducted under this Agreement, Travis County agrees to maintain attendance logs reflecting the date of the training, names and titles of attendees, and the attendees' signatures.

34. After the first election occurring after the Effective Date of this Agreement, and at each training session for each election thereafter, Travis County will identify each election officer in attendance whose polling place was identified as non-compliant by an EDS compliance review from the previous election (pursuant to Paragraph 37 of this Agreement). Travis County will explain to each such election officer the nature of the noncompliance and explain what the election officer must do to remedy the identified issue(s) on Election Day.

35. Prior to each election during the term of this Agreement, Travis County will provide training to all EDSs designated pursuant to Paragraph 37 of this Agreement. The training of the EDSs will address: (a) temporary measures, including why they are needed and how the measures must be implemented (*e.g.*, how to install ramps, the placement of mats over (and not in front of) thresholds); (b) how to resolve errors in the implementation of temporary measures on Election Day; (c) how to document the implementation of temporary measures on Election Day using checklists or compliance review forms referenced in Paragraph 36 of this Agreement; and (d) what the EDSs are required to do to implement the requirements of this Agreement.

D. Election Day Compliance Review

36. Travis County will develop a checklist of the temporary measures to be implemented on Election Day at each polling place location where such measures are required. Travis County will include the checklist in the materials provided to each election officer for Election Day and provided to each Travis County employee or vendor involved in installing or implementing temporary measures for Election Day. The checklist will include clear instructions and diagrams/photos for the remedial measures to be implemented by the polling place election officer. Copies of these checklists, instructions, and diagrams/photos will be provided to the United States no later than fifty (50) days before each election.

37. Travis County will designate County personnel (or contractors) as EDSs to review compliance at the polling place locations where temporary measures are to be implemented on Election Day. Travis County will provide at least three teams of two members in each countywide election. For each election that is not countywide, Travis County will field a number of teams that is similarly proportionate to the size of the election. The EDSs will review compliance with as many polling place locations in each election as is reasonable, with a minimum of twenty (20) polling places reviewed in each election for each team. Any polling place location found by the EDSs to be non-compliant in an election will be reviewed by EDSs in the subsequent election. The EDSs will review polling places where temporary measures are to be implemented on a rotating basis so that they are not reviewing the same polling place locations in a subsequent election, except for those found to be non-compliant.

38. Travis County and the EDSs will use the checklist developed pursuant to Paragraph 35 of this Agreement to review compliance on Election Day. The EDSs will document their compliance reviews (both compliant and non-compliant polling place locations) with detailed photographs. After documenting a non-compliant polling place location, the EDSs will remedy any non-compliant implementation of a temporary remedy when possible. Copies of these compliance reviews will be provided to the United States within ninety (90) days after each election.

39. If Travis County does not properly implement the temporary remedial measures necessary at a particular polling place location on Election Day in two (2) consecutive elections, and, if the polling place location is a County-owned polling place location and the County does not make permanent architectural remediation, then Travis County will no longer use the polling place location and will relocate it to a location that is Accessible on Election Day. If Travis County asserts, and the United States agrees, that remediation and relocation to an accessible polling place location are infeasible, then Travis County will comply with Title II's program accessibility requirements, as described in Paragraph 22 of this Agreement.

E. Staff Training

40. Within one hundred twenty (120) days of the Effective Date of this Agreement, Travis County will provide training from an outside source to all County Clerk employees and any relevant contractors or vendors, including those who conduct surveys or implement temporary measures, on Title II of the ADA and the requirements of this Agreement as applied to Travis County's voting program, including:

- a. Polling place accessibility requirements under the 2010 ADA Standards;
- b. Temporary remedial measures, including: (a) why such measures are necessary; (b) how the measures must be implemented (*e.g.*, how to install ramps, the placement of mats over (and not in front of) thresholds); and (c) a description of the role of Travis County's Election Day Surveyors (EDSs), as set forth in Paragraph 37 of this Agreement, and the need to follow the instructions of the EDSs regarding the implementation of temporary measures on Election Day;
- c. Interacting with individuals with disabilities and making reasonable modifications necessary to ensure that qualified individuals with disabilities are afforded an equal opportunity to participate in Travis County's voting program; and
- d. Travis County's revised policies, practices, and procedures, including the policies, practices, and procedures revised pursuant to Paragraphs 16, 22, 23, 25, and 26 and Section F.

41. Travis County may tape the initial training to use for employees hired after the initial training. Travis County will provide this training on an annual basis for the duration of this Agreement. Travis County must obtain the United States' approval of the trainer and the materials to be used in the training.

42. For each session of the training conducted under this Agreement, Travis County agrees to maintain attendance logs reflecting the date of the training, names and titles of attendees, and the attendees' signatures.

F. Complaint Collection and Review Process

43. Within ninety (90) days of the Effective Date of this Agreement, Travis County will submit for approval by the United States procedures providing for the receipt of and prompt and equitable resolution of complaints alleging that Travis County's voting program discriminates against persons with disabilities. 28 C.F.R. § 35.107(b). Within thirty (30) days of receiving comments from the United States, Travis County agrees to incorporate in its policies, practices, and procedures any additions or modifications proposed by the United States that bring Travis County's policies, practices, and procedures into compliance with the ADA or notify the United States that an addition or modification that has been proposed cannot be implemented and suggest an alternative addition or modification to achieve the goal of bringing all policies, practices, and procedures into compliance with the ADA.

44. The complaint procedures will include procedures for election officers and poll workers to gather and document appropriate information from a complainant on site at a polling place during an election, and for Travis County to accept and document phone calls and emails received prior to, during, and after an election. Travis County will publish the complaint procedures on Travis County's website and provide notices at each polling place during each election. These procedures will be in place for all elections after the Effective Date of this Agreement.

45. Within thirty (30) days of the Effective Date of this Agreement and for the term

of this Agreement, Travis County will designate an employee to serve as an ADA Coordinator for Travis County. The ADA Coordinator will be trained in and knowledgeable about the ADA and the terms of this Agreement, and will investigate any complaint that Travis County, election judges, or any other person under the authority or control of Travis County receives alleging that Travis County's voting program discriminates against persons with disabilities. The ADA Coordinator will also implement the complaint procedures described in Paragraph 43. 28 C.F.R. § 35.107(a).

46. Travis County will publish a Notice to Voters with Disabilities on its website and at all polling places for all elections within one hundred twenty (120) days of the Effective Date of this Agreement, and for the term of this Agreement, that notifies voters of the name of, and contact information for, Travis County's ADA Coordinator.

47. Travis County will promptly provide to the United States a copy of the written complaint procedures described in Paragraph 43. Every one hundred twenty (120) days, from the Effective Date of this Agreement, Travis County will provide a written report to the United States including summaries of any written complaints, complaints received as voice messages or other audio files, or written descriptions of verbal complaints, that Travis County, the election officers or poll workers, or any other person under the authority or control of the Travis County Clerk receives alleging that Travis County's voting program discriminates against persons with disabilities; and any written responses provided by Travis County and a written description of actions taken in response to such complaints. Travis County will provide the United States with copies of any written complaints, complaints received as voice messages or other audio files, or written descriptions of verbal complaints, upon request.

III. Enforcement and Miscellaneous Provisions

48. Delivery of Materials: All notices, demands, or other communications including reporting materials sent to the United States pursuant to this Agreement shall be in writing and delivered by e-mail to liane.noble@usdoj.gov and elizabeth.johnson@usdoj.gov (or to any other e-mail address that the United States designates during the term of this Agreement) or by overnight delivery to U.S. Department of Justice, Civil Rights Division, ATTN: Disability Rights Section, 950 Pennsylvania Avenue N.W., Washington, DC 20530. The cover letter shall include a subject line referencing Travis County and DJ No. 204-76-225.

49. Reviewing Compliance: The United States may review compliance with this Agreement at any time. Travis County will cooperate fully with the United States' efforts to monitor compliance with this Agreement, including by providing the United States with timely access to polling places (including on Election Day), maps, surveys, employees, contractors, training sessions, relevant documents, and other reasonably requested information. At least biannually, the parties will confer to assess Travis County's compliance with this Agreement. If the United States believes that Travis County has failed to comply in a timely manner with any requirement of this Agreement, or that any requirement has been violated, the United States will so notify Travis County in writing and will attempt to resolve the issue in good faith. If the United States is unable to reach a satisfactory resolution of the issue within thirty (30) days of the date it notifies Travis County, the United States may file a civil action in federal district court to enforce the terms of this Agreement, or take any other action to enforce Title II of the ADA.

50. Term: This Agreement shall terminate in two years.

51. Early or Partial Termination: This Agreement or a distinct, severable part of the Agreement will terminate earlier than two years if the United States determines that Travis County has demonstrated durable compliance with Title II of the ADA and this Agreement, or with that distinct, severable part, as applicable. In determining whether Travis County has demonstrated durable compliance with a part of the Agreement, the Department may assess collectively all the requirements of the Agreement to determine whether the intended outcome of the part has been achieved.

52. Entire Agreement: This Agreement, including Attachment A, constitutes the entire agreement between the United States and Travis County on the matters raised herein and no other statement or promise, written or oral, made by any party or agents of any party, that is not contained in this written Agreement, including Attachment A, shall be enforceable.

53. Severability: 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.

54. Non-Waiver: Failure by the United States to enforce any provisions or deadlines in this Agreement shall not be construed as a waiver of the right of the United States to enforce any deadlines or provisions of this Agreement.

55. Limitation: This Agreement is limited to resolving claims under Title II of the ADA related to the facts specifically set forth in Paragraphs 1 through 3, above, concerning physical accessibility of polling places. Nothing in this Agreement relates to other provisions of the ADA or affects Travis County's obligations to comply with any other federal, state, or local statutory, administrative, regulatory, or common law obligation, including those relating to nondiscrimination against individuals with disabilities.

56. Modifications: Any modifications of this Agreement, such as extensions of the time limits for performance imposed by the Agreement, may be made only by the mutual written consent of the Parties.

57. Tolling of Deadlines Due to COVID-19 Delays: Neither party shall be deemed to have breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by the COVID-19 pandemic; provided, however, that the party whose performance is delayed or hindered shall (a) use reasonable efforts to avoid, overcome, or remove such causes of non-performance, (b) provide written notice before the deadline expires of any delay or failure to perform that occurs by reason of the COVID-19 pandemic, and (c) perform the required action as soon as reasonably possible thereafter.

58. Binding Nature of Agreement: This Agreement shall be applicable to and binding upon Travis County, its officers, agents, employees, and assigns.

59. Preservation of Documents: Throughout the term of this Agreement, Travis County shall preserve documents, electronically stored information, or other information related

to this Agreement and necessary to determining Travis County's compliance with this Agreement.

60. Counterparts: This Agreement may be executed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

61. Publicly Available: A copy of this document will be made available to any person by Travis County on request.

FOR THE UNITED STATES OF AMERICA:

ASHLEY C. HOFF

United States Attorney

/s/

LIANE NOBLE

Assistant United States Attorney

Texas Bar No. 24079059

THOMAS A. PARNHAM, JR.

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Date: 3/2/2022 _____

FOR THE TRAVIS COUNTY CLERK'S OFFICE:

/s/ _____

REBECCA GUERRERO

Travis County Clerk

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rebecca.guerrero@traviscountytexas.gov

Date: 3/2/2022 _____