



**SETTLEMENT AGREEMENT  
UNDER THE AMERICANS WITH DISABILITIES ACT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE STATE OF RHODE ISLAND BOARD OF ELECTIONS  
USAO # 2020V00130  
DJ # 204-66-72**

The parties to this Settlement Agreement (Agreement) are the United States of America and the State of Rhode Island Board of Elections (“Board of Elections”). The parties hereby agree as follows:

**INTRODUCTION**

1. The Board of Elections is the public entity responsible for administering various aspects of the elections process within the state of Rhode Island.
2. The United States Attorney’s Office for the District of Rhode Island, a component of the United States Department of Justice (“United States”), opened an investigation regarding the Board of Election’s facility, pursuant to the Americans with Disabilities Act of 1990, as amended, (“ADA”), 42 U.S.C. §§ 12131-12134, and Title II’s implementing regulation, 28 C.F.R. Part 35. The United States initiated the investigation upon receipt of a complaint that alleged that the newly leased and renovated facility at 2000 Plainfield Pike, Cranston, was not accessible to individuals with disabilities.
3. The United States is authorized to investigate alleged violations of Title II of the ADA, conduct compliance reviews of public entities, where appropriate, attempt informal resolution, such as through the terms of this settlement agreement, and if informal resolution is not achieved and a violation found, issue a Letter of Findings to the public entity. 28 C.F.R. § 35.172. If the United States fails to secure voluntary compliance, the Attorney General is authorized under 42 U.S.C. § 12133 to bring a civil action enforcing Title II of the ADA.
4. Title II of the ADA bars discrimination against persons with disabilities by public entities, 42 U.S.C. § 12132, and establishes that “no qualified individual with a disability shall, because a public entity’s facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the

services, programs, or activities of a public entity, or be subjected to discrimination by a public entity.” 28 C.F.R. §§ 35.149, 35.151.

5. In the course of its investigation, the United States reviewed compliance of the Board of Election’s facility with the ADA’s applicable accessibility standards. The facility is an existing facility and alterations have been made to portions of the facility (including primary function areas) in a manner that affects or could affect the usability of the facility or parts thereof. The investigation revealed that the facility (including its altered portions) is not readily accessible to or usable by individuals with disabilities to the maximum extent feasible. Accordingly, the United States has concluded that qualified individuals with disabilities are, by reason of such disabilities, excluded from participation in or are denied the benefits of Board of Election’s programs, services, or activities, and are subjected to discrimination in violation of Title II of the ADA. The agreed upon remedial actions below are intended to remedy those violations.
6. The parties agree that it is in their best interests, and the United States believes it is the public interest, to resolve this matter without engaging in protracted litigation. The parties have therefore voluntarily entered into this Agreement.
7. During the United States’ investigation, the 2010 ADA Standards for Accessible Design (2010 Standards), 28 C.F.R. § 35.104, which consist of the 2004 ADAAG, see appendices B and D to 36 C.F.R. part 1191, and the requirements in 28 C.F.R. § 35.151, were used to ascertain compliance with the ADA’s requirements.

#### **REMEDIAL ACTIONS TO BE TAKEN BY BOARD OF ELECTIONS**

8. The Board of Elections will make its facility, and the altered portions thereof, readily accessible to and usable by individuals with disabilities to the maximum extent feasible, so that individuals with disabilities are not excluded from the programs, services, and activities of the Board of Elections held at the facility.
9. Within one month of the execution of this Agreement, the Board of Elections shall engage the services of a registered design professional to survey the Board of Elections’ facility and create a plan for remediation. Such plan shall ensure that:

##### **A. Parking Facilities**

- a. Designated accessible parking spaces shall be located on the shortest accessible route from parking to an accessible entrance. 2010 Standards §§ 208.3, 502.
- b. All accessible parking spaces shall be identified by a sign including the International Symbol of Accessibility. Signs identifying van parking spaces shall contain the designation “van accessible.” Signs shall be 60 inches minimum

above the ground surface measured to the bottom of the sign. 2010 Standards §§ 216.5, 502.6, 703.7.2.1.

#### **B. Entrance and Accessible Route**

- a. The slope of the ramp shall not have a running slope steeper than 1:12. 2010 Standards §§ 206.2.1, 402.2, 405.2.
- b. The ramp handrails shall be continuous within the full length of the ramp run. 2010 Standards §§ 206.2.1, 402.2, 405.8, 505.3.
- c. Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface. 2010 Standards §§ 206.2.1, 402.2., 405.8, 505.10.1.

#### **C. Toilet Rooms**

- a. Where toilet rooms are provided, each toilet room shall be accessible. 2010 Standards §§ 213.2, 213.3, 603, 604, 605, 606.

#### **D. Office Doors**

- a. Operable parts of the office doors shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. 2010 Standards §§ 206.5.2, 404.2.7, 309.4.

#### **E. Hearing Room**

- a. In the hearing room, the dais is raised one step, and an accessible route is not provided. At least one accessible route shall connect accessible building entrances with all accessible spaces and elements. 2010 Standards §§ 206.2.4, 402.2.

#### **F. Water Fountains**

- a. Where drinking fountains are provided, no fewer than two drinking fountains shall be provided. One drinking fountain shall be accessible for individuals using wheelchairs and one drinking fountain shall be for standing persons. 2010 Standards §§ 211.1, 211.2, 602.1 through 602.7.

## **G. Egress Door**

- a. Means of egress shall comply with section 1003.2.13 of the International Building Code (2000 edition and 2001 Supplement) or section 1007 of the International Building Code (2003 edition) (incorporated by reference). 2010 Standards § 207.1.
10. Within two months of the execution of this Agreement, the Board of Elections shall submit the design plan to the United States for approval. The United States shall approve or deny the plans within 30 days of submission. If the United States denies the plans, the Board of Elections shall have 15 days to submit corrected plans to the United States for approval. Upon approval by the United States, the Board of Elections shall promptly select a contractor and begin work.
11. Within six months of the execution of this Agreement, the Board of Elections shall complete remediation of its facility in accordance with the approved plan. In the event the Board of Elections is unable to complete remediation within six months of the execution of this Agreement, despite the Board of Election's good faith efforts, the Board of Elections shall not be deemed to be in breach and shall be entitled to request the consent of the United States to a sixty-day extension to complete the remediation. The United States shall consider any such request reasonably and in good faith, and any such modification that is agreed to shall be deemed an amendment to this Agreement.
12. Any future alteration, as defined in 28 C.F.R. § 35.151, made to the Board of Elections' facility shall comply in all respects with the ADA, its implementing regulation, and the 2010 Standards, as such statute, regulations, and Standards are in effect as of the date that alterations begin.

## **IMPLEMENTATION AND ENFORCEMENT**

13. As consideration for the Agreement set forth above, the United States will not institute any civil action under the ADA based on the allegations raised in DJ # 204-66-72 except as provided in Paragraph 14 below.
14. The United States shall have the right to verify compliance with this Agreement at any time. If the United States believes that this Agreement or any portion of it has been violated, it will raise its concerns with the Board of Elections and the parties will attempt to resolve the concerns in good faith. If the parties are unable to reach a satisfactory resolution of the issue(s) raised within 30 days of the date that the United States provides notice to the Board of Elections, the United States may institute a civil action in the United States District Court to enforce this Agreement or Title II of the ADA against the Board of Elections.

15. Failure by the United States to enforce any provision of this Agreement shall not be construed as a waiver of its right to do so with regard to any provision of this Agreement.
16. This Agreement memorializes the commitments made by the Board of Elections to avoid discrimination on the basis of disability at its facility and the terms under which the United States has agreed to conclude this particular investigation of the Board of Elections without further review or enforcement action. 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 for discrimination on the basis of disability. Nothing in this Agreement is intended to change the Board of Elections' obligation to otherwise comply with the requirements of the ADA.
17. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement, shall be enforceable. This Agreement is limited to the facts set forth herein and it does not propose to remedy any other potential violations of the ADA, including violations of the alterations or new construction provisions of the ADA, or any other Federal law. This Agreement does not affect the continuing responsibility of Board of Elections to comply with all aspects of the ADA.
18. If any provision 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 Board of Elections shall engage in good faith negotiations in order to adopt such mutually agreeable amendment to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed-upon relative rights and obligations.
19. This Agreement is a public document. A copy of this document or any information contained in it may be made available to any person.
20. The effective date of this Agreement is the date of the last signature below.
21. The term of this Agreement will be two years from the effective date.
22. All notifications under this Agreement shall be sent to the United States Attorney's Office, District of Rhode Island, 50 Kennedy Plaza, 8th Floor, Providence, RI 02903, Attn: AUSA Amy Romero, Amy.Romero@usdoj.gov.

AGREED AND CONSENTED TO:

**FOR THE UNITED STATES:**

AARON L. WEISMAN  
United States Attorney  
District of Rhode Island



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Dated: September 28, 2020

**FOR THE BOARD OF ELECTIONS:**



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Rhode Island State Board of Elections  
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Dated: September 28, 2020