

RESOLUTION AGREEMENT
Phoebe Apperson Hearst Library – Lead, South Dakota
OCR docket No. 07174015

The City of Lead, South Dakota (City) enters into this Resolution Agreement (Agreement) with the U. S. Department of Education, Office for Civil Rights, (OCR), to resolve the allegations in OCR Case No. 07174015 to ensure the Phoebe Apperson Hearst Library’s compliance with Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. Sections 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35. The City voluntarily agreed to resolve this complaint prior to the conclusion of OCR's investigation. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the City.

To resolve the issues of this investigation, the City agrees to take the following actions.

I. ACCESSIBILITY PLAN

- A. By ___8-28-20_____, 2020, the City will, with the assistance of a qualified person or entity (consultant), evaluate its current services, policies, and practices, and the effects thereof, and determine which services, policies, and practices do not or may not meet the requirements of Title II and its implementing regulation at 28 C.F.R. Part 35.
- B. By ___9-30-20_____, 2020, the City will utilize the evaluation required by Section I(A) of this Agreement, and develop a plan (Plan) to make the necessary modifications to bring the Phoebe Apperson Hearst Library facility (Library) into conformity with Title II and its implementing regulation at 28 C.F.R. Part 35. The Plan shall be designed to ensure that the Library is operated so that each service, program and activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Any alterations to the facility shall meet the accessibility requirements of the 2010 ADA Standards for Accessible Design pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c) (hereinafter, 2010 ADA Standards for Accessible Design)¹
- C. By ___10-26-20_____, 2020, the City will begin implementing the Plan to make the necessary modifications to bring the Phoebe Apperson Hearst Library facility (Library) into conformity with Title II and its implementing regulation at 28 C.F.R. Part 35.
- D. Upon completion of the Plan, the City’s consultant that was used for the evaluation required by Section I(A) of this Agreement, will examine the Library’s revised or modified services, policies, and practices, and the effects thereof, and determine whether they meet the requirements of Title II and its implementing regulation at 28 C.F.R. Part 35.

Reporting Requirement 1: By ___8-28-20_____, 2020, the City will identify for OCR, the name and credentials of the individual or entity who was retained or consulted by the City to assist with the development and drafting of the Plan required by Section I of this Agreement.

¹ Located at: https://www.ada.gov/regs2010/titleII_2010/titleII_2010_regulations.htm

Reporting Requirement 2: By _____8-28-20_____, 2020, the City will provide OCR a copy of the evaluation and a copy of the Plan developed in accordance with Section I of this Agreement.

Reporting Requirement 3: By _____9-30-20_____, 2020, the City will provide OCR notice of whether or not the City has started implementation of Plan developed in accordance with Section I of this Agreement.

a) If implementation has not started, the City will provide an explanation of why it has not started, and the City will provide OCR an expected start date and a timeline or schedule of deliverables under the Plan including an expected completion date. OR

b) If implementation has started, the City will provide OCR a timeline or schedule of deliverables under the Plan including an expected completion date.

Reporting Requirement 4: By _____8-15-2023_____, 2020, the City will provide OCR a written report of the results of the consultant’s findings of the examination performed in accordance with Section I(D) of this Agreement. The report shall document what the City has done to ensure that the Library is accessible to and usable by persons with disabilities. The report must state whether there were any alterations to the Library facility, and if so, that the alterations meet the accessibility requirements of the 2010 ADA Standards for Accessible Design.

II. INTERIM INDIVIDUALIZED ASSISTANCE

A. Until the Plan identified in Section I of this Agreement is complete, the Library will provide individualized assistance, as needed, to the Complainant and individuals with mobility disabilities so that they may readily access the Library’s programs and activities, which may include relocating to an accessible location, any service, program or activity in the Library that is not accessible to individuals with a mobility disability.

B. The Library will publicize notice to the public located in prominent locations of the Library, that the Library will provide individualized assistance, as needed, to individuals with mobility disabilities so that they may readily access the Library’s programs and activities. The notice shall include a telephone number and email address of a Library representative responsible for providing such assistance.

Reporting Requirement 5: By __9-30-20_____, 2020, the City will provide OCR evidence of the published notice required by Section II of this Agreement. Photographs of signs in and around the Library will be sufficient to satisfy this reporting requirement.

III. OTHER PROVISIONS

The City understands that by signing this agreement it agrees to provide OCR data and other information in a timely manner. Further, the City understands that, during the monitoring of this agreement, OCR may visit the Library, interview staff and patrons, and request such additional reports or data related to the complaint as are necessary for OCR to determine whether the City has fulfilled the terms of this agreement and is in compliance with Title II and the implementing regulations at 28 C.F.R. Part 35 that were at issue in this case.

The City understands that OCR will not close the monitoring of this agreement until such time OCR determines that the City has fulfilled the terms of this agreement and is in compliance with Title II and their implementing regulations at 28 C.F.R. Part 35.

The City understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings, including proceedings to enforce the specific terms and obligations of this agreement. Before initiating administrative enforcement (34 C.F.R. 100.9, 100.10), or judicial proceedings, including to enforce this agreement, OCR shall give the City written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of a City representative who is authorized to execute this Agreement.

Signed:

XXXX XXXXX
XXXXXXXXXXXXXXXXXX
Lead, South Dakota

8-19-20_____
Date