

Scope of Work taken from the full settlement agreement:

“Independent Licensed Architect

Within three (3) months of the effective date of this Agreement, Lumpkin County will retain an Independent Licensed Architect (ILA), approved by the United States, who is knowledgeable about the architectural accessibility requirements of the ADA and the Rehabilitation Act. The ILA must act independently to certify whether any alterations, additions, or modifications made by the County during the term of this Agreement comply with the applicable standard pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c). Lumpkin County will bear all costs and expenses of retaining and utilizing the ILA, including the costs and expenses of any consultants and staff. Lumpkin County will compensate this ILA without regard to the outcome.

In issuing certifications pursuant to this Agreement, the ILA will impartially prepare reports with photographs identifying that the violation has been remediated and will use the certification form at Attachment O. The ILA will be considered a neutral inspector for purposes of issuing certifications of compliance and will be reasonably available to the United States to discuss findings in the reports, photographs, and certifications. The United States may also, in its discretion, provide technical assistance to the ILA throughout the term of this Agreement. Upon request by the United States, Lumpkin County will provide prior notice to the United States of inspections by the ILA to allow representatives of the United States to be present.

Lumpkin County will submit ILA certifications along with its reporting requirements as set forth in this Agreement.

Within one (1) year of the effective date of this Agreement, the ILA hired by Lumpkin County will survey all polling facilities listed in Attachment E to determine whether the listed barriers have been removed.

Within six (6) months of the effective date of this Agreement, using the survey instrument at Attachment F, the ILA hired by Lumpkin County will survey all polling places not surveyed by the United States to identify barriers to access by people with disabilities in the parking, exterior route to the entrance, entrance, interior route to the voting area, and voting area. For each surveyed polling place, Lumpkin County will then either (1) remove all barriers to access by people with disabilities or have the ILA confirm this to the United States or (2) identify an alternate polling place with no barriers to access by people with disabilities and comply with paragraph 15 in doing so. Lumpkin County will then take immediate steps to change each new inaccessible polling place to an alternative accessible location. Lumpkin County will remove barriers at each polling place the United States did not survey and have the ILA confirm this or substitute an alternative accessible polling place before the next election occurring nine (9) months or later after the effective date of this Agreement.

Within six (6) months of the effective date of this Agreement, the ILA hired by Lumpkin County will survey its voter registration locations for accessibility using the form at Attachment F. The ILA will report the results of this survey to the United States. If Lumpkin County identifies barriers to access, then Lumpkin County will remove the barriers and have the ILA confirm the same to the United States or report to the United States its plan to provide program access that may include allowing people to register to vote through alternative means or at alternative locations verified to be accessible by the ILA. This provision does not modify, alter, or change Lumpkin County's obligations under the National Voter Registration Act of 1993, 42 U.S.C. § 1973gg-5(a).

Within three (3) months of the effective date of this Agreement, Lumpkin County will implement and report to the ILA and the United States its written process for requesting and receiving input from people with disabilities regarding the accessibility of its sidewalks, including requests to add curb cuts at particular locations.

Within three (3) months of the effective date of this Agreement, Lumpkin County will identify and report to the ILA and the United States: (1) a plan for identifying all streets, roads, and highways that have been constructed or altered since January 26, 1992; and (2) a timetable for providing curb ramps or other sloped areas complying with the applicable architectural standards at all intersections of those streets, roads, and highways that have been constructed or altered since January 26, 1992, that have curbs or other barriers from a street level pedestrian walkway. The plan and timetable must be approved by the United States and will specify completion of all required curb ramps or other sloped areas complying with the applicable architectural standards within three (3) years.

Within three (3) years of the effective date of this Agreement, Lumpkin County will provide curb ramps or other sloped areas complying with the applicable architectural standards as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below, at all intersections of the streets, roads, and highways constructed or altered since January 26, 1992, that have curbs or other barriers from a street level pedestrian walkway.

Annually, the ILA will confirm to the United States that Lumpkin County has provided curb ramps or other sloped areas where required that are in compliance with the applicable architectural standards in accordance with the approved plan and timetable.

Immediately upon the effective date of this Agreement, Lumpkin County will provide curb ramps or other sloped areas complying with the 2010 ADA Standards at any intersection having curbs or other barriers to entry from a street level pedestrian walkway, whenever a street, road, or highway is constructed or altered. Annually, the ILA will confirm to the United States that Lumpkin County has provided curb ramps or other sloped areas where required that are in compliance with the 2010 ADA Standards.

Within three (3) months of the effective date of this Agreement, Lumpkin County will identify and report to the ILA and the United States: (1) a plan for identifying all street level pedestrian walkways that have been constructed or altered since January 26, 1992; and (2) a timetable for providing curb ramps or other sloped areas complying with the applicable architectural standards at all places where those street level pedestrian walkways constructed or altered since January 26, 1992, intersect with a street, road, or highway. The plan and timetable must be approved by the United States and will specify completion of all required curb ramps or other sloped areas complying with the applicable architectural standards within three (3) years.

Within three (3) years of the effective date of this Agreement, Lumpkin County will provide curb ramps or other sloped areas complying with the applicable architectural standards as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below, at all places where a street level pedestrian walkway constructed or altered since January 26, 1992, intersects with a street, road, or highway.

Annually, the ILA will confirm to the United States that Lumpkin County has provided curb ramps or other sloped areas where required that are in compliance with the applicable architectural standards in accordance with the approved plan and timetable.

Immediately upon the effective date of this Agreement, Lumpkin County will provide curb ramps or other sloped areas complying with the 2010 ADA Standards at all newly constructed or altered pedestrian walkways where they intersect a street, road, or highway. Annually, the ILA will confirm to the United States that Lumpkin County has provided curb ramps or other sloped areas where required that are in compliance with the 2010 ADA Standards.

In the event that Lumpkin County has already undertaken an alteration, addition, or other modification to any element identified in Attachments or otherwise after January 26, 1992, and prior to the Effective Date of this Agreement, Lumpkin County will submit, within six (6) months, a written report to the ILA and the United States pursuant to paragraph 44 below summarizing the actions taken and providing evidence establishing each individual element's compliance with the applicable architectural standard as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below:

Within three (3) months of the effective date of this Agreement, Lumpkin County will install signs identifying the accessible entrances that comply with 28 C.F.R. § 35.163(b), after having an ILA survey all facilities that are the subject of this Agreement for the purpose of identifying those that have multiple entrances not all of which are accessible.

Facilities and Programs that the United States Did Not Survey: Lumpkin County will review compliance with the requirements of title II of the ADA for those Lumpkin County facilities and programs that the United States did not survey or review. The ILA will survey all Lumpkin County's facilities for compliance with title II of the ADA that the United States did not survey. Within one (1) year of the effective date of this Agreement Lumpkin County will submit to the United States a detailed report from the ILA listing the access issues identified during the ILA's review together with the corrective actions and completion dates proposed to resolve such issues. The proposed completion dates may be no later than six (6) months prior to the termination of this Agreement. The survey conducted by the ILA, the access issues identified, and the corrective actions and completion dates proposed will be consistent with the requirements of title II of the ADA; the review of Lumpkin County facilities and programs conducted by the United States for purposes of this Agreement; and the access issues, corrective actions, and completion dates reflected in Attachments I, J, K, and M.

Except as otherwise specified in this Agreement, six (6) months after the effective date of this Agreement and annually thereafter until it expires, Lumpkin County will submit written reports to the United States summarizing its actions pursuant to this Agreement. Reports will include reports with certifications from the ILA, photographs showing measurements, architectural plans, notices published in the newspaper, and copies of adopted policies, among other things.”