

**AGREEMENT BETWEEN
THE CITY OF RICHMOND, VIRGINIA
AND
THE UNITED STATES DEPARTMENT OF JUSTICE**

BACKGROUND

The Department of Justice is authorized pursuant to 42 U.S.C. § 12133 to enforce Title II of the Americans with Disabilities Act (ADA) 42 U.S.C. § § 12131 - 12134. Pursuant to that authority, on the 8th day of July 1997, the City of Richmond's 911 Emergency Communications Services (RECS) were reviewed. There were found to exist several components of the RECS operations which require improvement in order to bring the RECS into full accord with the ADA regarding access to the RECS' services by persons who utilize telecommunications devices for the deaf (TDDs) in order to access emergency communications services. This agreement between the Department of Justice, by the United States Attorney for the Eastern District of Virginia, and the City of Richmond, Virginia addresses those components. In the interest of securing voluntary compliance, the City of Richmond (Richmond) and the United States Department of Justice (DOJ) agree to the following:

1. By signing this agreement Richmond does not admit that its current services, policies or practices, including those related to its 9-1-1 emergency communications services, present any failure to comply with the ADA or its implementing regulations.
2. The ADA applies to Richmond because it is a public entity as defined in the DOJ's regulations implementing Title II. 28 C.F.R. § 35.104.
3. The subject of this agreement is the provision of direct access to Richmond's 9-1-1 services by individuals who use TDDs and the development and/or continuation of policies and procedures to ensure that the 9-1-1 services provided to individuals who use TDDs are as effective as those provided to all other telephone users of the 9-1-1 services.

ACTIONS TO BE TAKEN BY THE CITY OF RICHMOND

In order to provide direct access by TDD users to the 9-1-1 services that is as effective as that provided to voice users, Richmond agrees as follows:

EQUIPMENT

1. Within 45 days of the last signature dated on this Agreement, Richmond agrees to provide three more TDDs for use in the RECS bringing its number of TDDs to a total of four TDDs, which will be accessible by all call takers. Furthermore, these TDDs will be placed within easy physical access of all call takers eliminating the need for the call takers to move from their call taker position to handle TDD calls.
2. **BACK-UP TDD UNITS**

Richmond agrees to provide two additional TDD units in reserve for the use of the RECS. Richmond further agrees to include TDD equipment in its power failure contingency plans.

3. EQUIPMENT UPGRADES AND/OR EXPANSION PLANS

Richmond plans to move the RECS in the future and upgrade all equipment. Richmond agrees that it will provide that its new equipment will employ TDD capacity at each call taker position. It further agrees to evaluate the feasibility of incorporating technological advancements to provide direct access for users of computer modems.

4. POLICIES, PRACTICES, AND PROCEDURES

Richmond agrees that within thirty (30) days it will draft and review with all call takers standard operating procedures (SOPs) for responding to TDD calls and supply a copy of those procedures to the DOJ. Furthermore, the RECS will incorporate these procedures into its standard operating procedures.

5. TDD TESTING PROCEDURES

Richmond will draft and incorporate into its SOPs a test of all TDD equipment operation so that the operation of the TDD is tested at least daily to determine whether the TDDs are functioning properly. The RECS call takers will document that the equipment was tested and whether it was or was not functioning properly. Non-functioning units will be replaced with a back-up unit immediately upon discovery of the failure.

6. TRAINING

Richmond agrees to provide training for call takers at least twice each year on the use of a TDD and the recognition of calls that indicate the use of a TDD. Richmond will document all training with the trainee's name, title and dates of the training and subject matter of the training. The training shall include the following subjects:

- Recognizing silent calls as potential TDD calls and proper TDD language usage.
- General information about Title II of the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.
- The special communication needs of citizens who are: deaf, hard of hearing, or have speech impairments.
- A general understanding of the nature of American Sign Language.
- How to identify and process TTY/TDD calls.
- Familiarity with appropriate TTY/TDD protocol.

Richmond will establish criteria and test each call taker's competency at the conclusion of this training.

1. CONSULTING WITH MEMBERS OF THE DISABILITIES COMMUNITY

Richmond will consult on an ongoing basis with members of the disabilities community for comments on its self-evaluation process, for the creation of standard operating procedures and for the development of and assistance in training for the RECS services.

2. OUTREACH EFFORTS AND PUBLICITY

Richmond agrees to develop a public awareness program to notify callers using TDDs of the RECS' accessibility and services and to implement it within 120 days to include at least two of the following:

- Conduct in-service training for other types of public employees;
- provide a planned forum for discussion of problems and troubleshooting;
- develop a booth display for consumer education;
- participate in Local Deaf Awareness Day activities;
- develop and present student education presentations;
- take part in Chamber of Commerce sponsored events;
- Arrange to have pictures taken of a class practicing around a TTY/TDD for the local news. Write captions describing the scenes;
- Distribute public relations packages to the local media.

1. TELEPHONE DIRECTORY INSTRUCTIONS

2. Richmond shall arrange with Bell Atlantic to correct the space bar requirement with appropriate language to state that "pressing keys" or "pressing the space bar" on a TDD is not a requirement for receiving assistance from the 9-1-1 emergency communications system. Richmond shall have information such as the following placed in the telephone directory:

TDD USERS, PLEASE NOTE: After your call is answered, pressing a TDD key or the space bar several times may help shorten the time necessary to respond to your call.

2. IMPLEMENTATION AND ENFORCEMENT OF AGREEMENT

This agreement is a public document and a copy of it and any information contained within it may be made available to any person. Richmond will provide a copy of this agreement to any person upon request.

3. DOJ REVIEW

The DOJ may review compliance with this agreement at any time. If the DOJ believes that this agreement or any requirement in it has been violated it may institute a civil action seeking specific performance of the provisions in an appropriate Federal court.

4. EFFECTIVE DATE

This agreement becomes effective on the date of the last signature below.

5. NO REMEDY AGAINST PARTIES

This agreement creates no rights, privileges, or benefits to any other person, party or entity except those specific parties to it. It shall not be used except by the parties to it in any proceeding or action whether administrative, civil or criminal.

6. ENTIRE AGREEMENT

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 which is not contained in this written agreement will be enforceable under its provisions. This agreement is limited to the facts set forth in the first paragraph - "BACKGROUND" - and does not purport to remedy any other potential violations of the ADA or any other federal law. This agreement does not affect Richmond's continuing responsibility to comply with all aspects of Title II of the ADA.

FOR THE CITY OF RICHMOND:

By_____ Dated:_____

By_____ Dated_____

FOR THE UNITED STATES:

_____ Dated_____

[This consent document was crafted by the DOJ and the city of Richmond, Virginia in 1998, one of seven cities that reached settlements with the DOJ that year.]