

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

<p>UNITED SPINAL ASSOCIATION, <i>et al.</i>,</p> <p style="text-align:center">Plaintiffs,</p> <p style="text-align:center">v.</p> <p>DISTRICT OF COLUMBIA, <i>et al.</i>,</p> <p style="text-align:center">Defendants.</p>	<p style="text-align:center">Civil Action No. 14-1528 (CKK)</p>
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SETTLEMENT AGREEMENT

Plaintiffs United Spinal Association, the DC Center for Independent Living, Pamela Carreker, and Amber Keohane (Plaintiffs), sued the District of Columbia and the Mayor in her official capacity (District or Defendants), alleging that the District’s emergency preparedness policies and procedures fail to meet the needs of persons with disabilities in violation of Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131 *et seq.*, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 *et seq.*, and the District of Columbia Human Rights Act, D.C. Code § 2-1402.01 *et seq.* Having engaged in settlement negotiations, Plaintiffs and Defendants (collectively, the Parties) agree to resolve this litigation upon the terms of this Settlement Agreement (Agreement).

I. DEFINITIONS

A. Procedural Terms

1. The “Effective Date” of this Agreement is the first day following the execution of the Agreement by all Parties and the filing of the stipulation of dismissal with prejudice or other document required by paragraph III.C.1., below.
2. The “Implementation Period” of this Agreement is the three-year period commencing on the Effective Date.

B. Substantive Terms

1. “DC311” is a toll-free phone number, managed by the District’s Office of Unified Communications, that allows individuals to request assistance with city services, including emergency services.
2. “DCRA” is the District’s Department of Consumer and Regulatory Affairs.
3. “FEMS” is the District’s Fire and Emergency Medical Services Department.
4. The term “high-rise building,” as used in this agreement, is intended to have the same meaning as provided in the District’s Building Code.
5. “HSEMA” is the District’s Homeland Security and Emergency Management Agency.
6. “ODR” is the District’s Office of Disability Rights.
7. “OUC” is the District’s Office of Unified Communications.

II. PROSPECTIVE RELIEF

A. Outreach and Integration

1. Disability Coordinator
 - i. The District has hired a full-time employee within HSEMA to serve as the Disability Coordinator for the District’s Homeland Security and Emergency Management Program.
 - ii. The Disability Coordinator’s roles and responsibilities are set forth in the Disability Coordinator Position Description (Attachment A), and the Accessibility Officer EOC Position-Specific Guidance, last updated December 2016 (Attachment B). During the Implementation Period of this Agreement, the District will not materially alter the Disability Coordinator’s

roles and responsibilities, as set forth in these documents, without first notifying Plaintiffs of the change and obtaining their consent.

- iii. Subject to appropriated funds, the District will ensure that the Disability Coordinator continues to have the necessary staff, resources, and authority to carry out his or her duties, including the authority to directly coordinate with other District agencies and personnel responsible for emergency planning, response, and recovery.
- iv. The District will update its current emergency protocols, as necessary, to reflect the role of the Disability Coordinator.
- v. The Disability Coordinator, working in conjunction with ODR, will have primary responsibility for the community outreach and integration efforts described in paragraphs II.A.3.i.-iv., below. Whenever the District holds public meetings regarding emergency-related issues, the Disability Coordinator will use best efforts to disseminate notice of such meetings, including in alternative formats, to allow for maximum community participation.
- vi. In the event the Disability Coordinator's employment ends during the Implementation Period of this agreement, HSEMA will solicit recommendations from Plaintiffs' counsel as to possible candidates to fill the position. The Director of HSEMA, in his or her sole discretion, will retain authority over hiring decisions.

2. ADA Coordinators. The District has created ADA Coordinator positions at most District agencies. During the Implementation Period of this agreement, the District will use best efforts to ensure that these ADA Coordinators:
 - i. Receive training, upon appointment and at least once every two years thereafter, regarding their respective agency's role, if any, in emergency response; and
 - ii. Participate, as appropriate, in the review and development of the District's plans for meeting the needs of people with disabilities during emergencies.
3. Disability Community Outreach and Integration. The District acknowledges the importance of working collaboratively with the disability community on issues related to emergency planning. Therefore, during the Implementation Period of this Agreement, the District will use best efforts to:
 - i. Maintain and regularly update a listserv of subscribers consisting of disability community organizations and members of the disability community (disability community listserv);
 - ii. Develop and distribute, via the disability community listserv, a regular newsletter addressing emergency-related information involving disability issues;
 - iii. Seek input from the disability community on proposals related to emergency planning and provide community members sufficient information, via the disability community listserv or the HSEMA website, to evaluate such proposals and provide feedback; and

- iv. Hold public meetings, on at least a quarterly basis, to provide emergency-related information and training relevant to people with disabilities and receive input from the disability community on the District's emergency planning efforts.
- 4. Disability Community Advisory Group. During the Implementation Period of this Agreement, the District's Emergency Preparedness Council will be supported by an advisory group comprised of representatives from the disability community (Disability Community Advisory Group). The Disability Community Advisory Group will meet at least quarterly to review and provide disability-specific recommendations regarding the plans, trainings, and other materials that the District is required to create under this Agreement.

B. Accessible Emergency Communications

- 1. Auxiliary Aids and Services at Post Disaster Sites
 - i. Updating Procedures for Requesting Auxiliary Aids and Services. The District's emergency operations plans currently require all District agencies to offer auxiliary aids and other services at all post disaster sites where services are provided directly to the public. To effectively implement this requirement, within 24 months, the District will:
 - a. Update the procedures for requesting and creating alternative formats of District-generated written materials to ensure such materials can be prepared in advance as well as within a reasonable time during emergencies; and

- b. Update the procedures for requesting and guidelines for providing ASL interpreters and assistive devices (*e.g.*, communication access real-time translation devices) to ensure such services can be made available within a reasonable time during emergencies and to memorialize a policy of using video remote interpreting only as a stop gap until live interpreter services are available.
- ii. Posting of Signage at Post Disaster Sites. The District also will update its emergency operations plans to require the posting of signage at post disaster sites where services are provided directly to the public explaining the availability of reasonable accommodations, including auxiliary aids and services, and the procedures for people with disabilities to request them.
- iii. Training Regarding Auxiliary Aids and Other Services. The District will ensure that training provided to employees serving at post disaster sites where services are provided directly to the public includes information regarding the procedures and requirements referenced in paragraphs II.B.1.i.a. and b., above.
- iv. Review by Plaintiffs. Prior to finalization of the revised plans described in paragraph II.B.1.ii., above, as well as any training materials created or revised as a result of paragraph II.B.1.iii., above, the District will provide drafts to Plaintiffs for review and comment within fourteen days of receipt, make a good faith effort to incorporate such comments, and provide Plaintiffs a written explanation for any comments it rejects.

2. Accessible Public Communications During Emergencies. The District has adopted a Crisis Communications Guide, which establishes guidelines to ensure that emergency-related public communications are broadcast in formats that are accessible to people with disabilities. To more effectively implement these guidelines, the District will:
 - i. Within four months, update the HSEMA mobile app and website as necessary to ensure compliance with the standards established by Section 508 of the Rehabilitation Act of 1973;
 - ii. Once the requirements of the preceding paragraph are satisfied, during the Implementation Period of this Agreement, use the HSEMA mobile app and website as the primary media for public communications regarding emergencies and emergency-related services; and
 - iii. During the Implementation Period of this Agreement, provide regular notice to members of the disability community, using the methods described in paragraphs II.A.3.iii., and iv., regarding the availability of the resources described in the preceding paragraph.

C. Emergency Sheltering

1. Surveying and Selecting Potential Emergency Shelters
 - i. The District has surveyed 211 District-owned buildings using a survey tool that incorporates the U.S. Department of Justice ADA Checklist for Emergency Shelters, compiled the results into a database (shelter database), and ranked each facility based on overall suitability using a tiered matrix, which accounts for features such as accessibility, location, and capacity.

The shelter database has also been used to create a global information system mapping tool, which the District will use to determine the shelter facilities to be opened in the event of an emergency.

- ii. Reporting Required. During the Implementation Period of this Agreement, the District will maintain and regularly update the information in the shelter database and report annually to Plaintiffs regarding its efforts.
- iii. Physical Accessibility and Geographic Distribution. The level of physical accessibility of an emergency shelter and the equitable geographic distribution of accessible shelter resources will be priority factors the District considers when opening emergency shelters.

2. Emergency Shelter Needs Analysis

- i. Conducting the Needs Analysis. Within eight months, the District will conduct a shelter needs analysis to determine the capacity and geographic distribution sufficient to meet the anticipated need for meaningful access to shelters for people with disabilities during emergencies.
- ii. Review by Plaintiffs. Prior to finalization of the shelter needs analysis, the District will provide a draft to Plaintiffs for review and comment within fourteen days of receipt, make a good faith effort to incorporate such comments, and provide Plaintiffs a written explanation for any comments it rejects.

3. Removal of Architectural Barriers in Emergency Shelters

- i. It is District policy to make emergency shelters physically accessible to people with disabilities. Consistent with this policy, whenever a District-

owned building is open to the public as an accessible emergency shelter, the District will make best efforts to ensure that:

- a. The facility has a fully accessible entrance that is clearly identified with signage indicating where the entrance is located; and
 - b. All areas of the facility that are open to the public for emergency sheltering purposes that are not already accessible to people with disabilities are made accessible by temporary modification, which may include, but is not limited to, the use of temporary ramps, accessible washing stations, and portable toilets.
- ii. Capital Projects Involving Emergency Shelter Sites. In the interest of making more emergency shelters physically accessible to people with disabilities without the need for temporary modifications, the District will also ensure that:
- a. Capital projects involving the renovation of existing District-owned buildings that serve as potential emergency shelter sites are designed according to the 2010 Standards for Accessible Design (2010 Standards);
 - b. Capital projects involving the construction of new District-owned buildings that may serve as potential emergency shelter sites are designed according to the 2010 Standards; and
 - c. District-owned buildings surveyed as potential emergency shelter sites after the execution of this Agreement will not be added to the District's

shelter database unless they are physically accessible, according to the 2010 Standards, without modification.

iii. Reporting Required. During the Implementation Period of this Agreement, the District will provide Plaintiffs with an annual summary report (shelter report) of the capital projects involving District-owned buildings that serve or may serve as potential emergency shelters. The shelter report will include an explanation of whether and how each project complied with the requirements of paragraphs II.C.3.ii.a., and b., above.

4. Supplies in Emergency Shelters

i. The District recognizes the importance of providing certain supplies and equipment in emergency shelters that are necessary to accommodate people with disabilities. Therefore, whenever a District-owned building is open to the public as an accessible emergency shelter, the District will make best efforts to ensure that:

a. The facility can provide backup power and charging stations, which shall be available for use by people with disabilities who require power as an accommodation;

b. The facility has the capacity to store medication requiring refrigeration; and

c. Shelter staff members at the facility have access to sufficient quantities of reserve supplies for basic hygiene, mobility, and personal maintenance purposes, such that people with disabilities can maintain

their well-being and independence while accessing emergency shelter services.

ii. Agreement(s) to Ensure Sufficient Quantities. To meet the requirements of this section, the District will:

a. Enter into a detailed MOU, contract, or other agreement, with the American Red Cross and/or any other entity playing a part in preparing or staffing the District's emergency shelters that sets forth the entity's responsibilities regarding the provision of shelter supplies; and

b. Regularly assess, and update as necessary, its existing agreements related to the provision of shelter supplies to ensure that the District can quickly request sufficient supplies during an emergency to meet the needs of people with disabilities.

iii. Review by Plaintiffs. Prior to finalization of any updated agreement referenced in this section and executed during the Implementation Period of this Agreement, the District will provide a draft to Plaintiffs for review and comment within fourteen days of receipt, make a good faith effort to incorporate such comments, and provide Plaintiffs a written explanation for any comments it rejects.

5. Program Access in Emergency Shelters

i. Shelter Program Leads. At each emergency shelter providing services directly to the public, a District employee will serve as a program lead and will, among other responsibilities, oversee accessibility-related concerns at

the facility. These individuals will have received the training described in paragraph II.C.6.i., below.

- ii. Universal Intake Form. The District has developed a universal shelter intake form that is used by shelter staff to, among other things, assess the type of assistance and accommodations a person with a disability may require. If the District materially alters this form during the Implementation Period of this Agreement, it will first provide a draft to Plaintiffs for review and comment within fourteen days of receipt, make a good faith effort to incorporate such comments, and provide Plaintiffs a written explanation for any comments it rejects.
- iii. Wayfinding Kits and Signage. To assist people with disabilities in utilizing accessible emergency shelters, each facility will be provided with a way finding kit and corresponding, readily noticeable signage depicting the layout of the facility and the location of amenities such as drop-off locations, restrooms, food, entrances, exits, and sleeping areas. The District will create a template for this way finding kit within eight months. Prior to finalization of the template, the District will first provide a draft to Plaintiffs for review and comment within fourteen days of receipt, make a good faith effort to incorporate such comments, and provide Plaintiffs a written explanation for any comments it rejects.
- iv. Assistive Devices for Accessible Emergency Shelters. Every accessible emergency shelter will have assistive devices (*e.g.*, communication access

real-time translation devices or communication boards) as well as the capacity to request ASL interpreter services within a reasonable time.

- v. Accessible Transportation to Alternate Shelter Sites. In the event that people with disabilities arrive at emergency shelters that are full or unable to support their needs, the District will make best efforts to provide accessible transportation to an alternate shelter site that is the least restrictive, integrated site able to accommodate them.
- vi. Public Communications Regarding Emergency Shelters. During incidents requiring emergency shelter services, the District will make best efforts to disseminate information to the public regarding the locations of all accessible emergency shelters using accessible means, in compliance with paragraph II.B.2.ii., above, and the Crisis Communications Guide.
- vii. Emergency Shelter Checklist(s). The District will use a checklist at each emergency shelter that provides standard set-up and operating procedures for shelter staff and volunteers to assist people with disabilities with utilizing the facilities. In the event the District creates or materially alters checklist(s) for this purpose during the Implementation Period of this Agreement, it will first provide a draft to Plaintiffs for review and comment within fourteen days of receipt, make a good faith effort to incorporate such comments, and provide Plaintiffs a written explanation for any comments it rejects.

6. Training Emergency Shelter Staff and Volunteers.

- i. Annual Training Requirement. On an annual basis, the District will offer training to all registered shelter staff and volunteers on current best practices and procedures for providing meaningful access and support to people with disabilities and encourage non-District entities playing a part in staffing the District's emergency shelters to provide such training to their employees and volunteers.
- ii. Review by Plaintiffs. In the event the District creates or materially alters training materials pursuant to this section during the implementation period of this Agreement, it will first provide a draft to Plaintiffs for review and comment within fourteen days of receipt, make a good faith effort to incorporate such comments, and provide Plaintiffs a written explanation for any comments it rejects.

D. Post-Emergency Canvassing

1. Creating a Post-Emergency Canvassing Operation Plan
 - i. Within 15 months, the District will create a Post-Emergency Canvassing Operation (PECO) plan that provides a scalable model for emergency management personnel and volunteers to rapidly survey populations after a disaster, determine critical needs, refer those needs to appropriate partners for resolution, and facilitate evacuation. The PECO plan will include disability-specific content to ensure meaningful inclusion of people with disabilities.
 - ii. Cross Functional Planning Team. To develop the PECO plan, the District will, within two months, establish a cross-functional planning team with

representatives from relevant District agencies and community organizations.

iii. Content of the PECO Plan. The PECO plan will include the following elements:

- a. An organizational structure and concept of operations for post-emergency canvassing that integrate into the District's existing framework for emergency response;
- b. The mobilization and demobilization parameters for PECO and related efforts, including efforts to locate people with disabilities who may require assistance;
- c. Approaches for distributing canvassing teams that account for geography, building types, and population densities and characteristics, including known concentrations of people with disabilities, among other considerations;
- d. The necessary protocols and tools to be used during PECO efforts, including a field information collection tool to track requests for services, such as food, water, power, medical care, durable medical equipment, relocation to a cooled or heated environment, transportation to critical care or sheltering facilities, and the assistance of a social worker;
- e. The requirements for, and a list of, potential canvassing coordination facilities, which will serve as sites for PECO personnel and volunteers to gather, receive training and assignments, and relay service requests;

- f. A list of pre-written agreements with non-District entities for surge support (*e.g.*, staffing or resources) during PECO efforts; and
 - g. Post-canvassing processes for collecting and integrating data, including relevant disability-related information and service requests, in order to inform future PECO efforts and resource management.
 - iv. Review by Plaintiffs. Prior to finalization of the PECO plan and all subordinate planning documents, including the field information collection tools described in paragraph II.D.1.iii.d., above, and any training materials created pursuant to paragraph II.D.3.ii., below, the District will provide a draft to Plaintiffs for review and comment within fourteen days of receipt, make a good faith effort to incorporate such comments, and provide Plaintiffs a written explanation for any comments it rejects.
- 2. Accessible Outreach Regarding Canvassing Operations
 - i. Outreach During Steady State. On a quarterly basis during the Implementation Period of this Agreement, the District will use the methods described in paragraphs II.A.3.ii., and iv., above, to disseminate information to the disability community regarding post-emergency canvassing services that may be available to the public after a disaster.
 - ii. Targeted Outreach During Emergencies. During activation of the PECO plan described above, the District will make best efforts to broadcast information regarding post-emergency canvassing services available to the public using accessible formats and accessible media as described in the

Crisis Communications Guide and the procedures in paragraph II.B.2.ii., above.

3. Training for PECO Personnel and Volunteers

- i. Annual Training Requirement. On an annual basis, the District will offer training to all registered PECO personnel and volunteers on current best practices and procedures for providing meaningful access and support to people with disabilities.
- ii. Just-in-Time Training. The District will develop just-in-time training for individuals and groups who spontaneously offer to partner with registered PECO personnel in canvassing efforts. This training will include disability-specific content, such as disability literacy, methods for identifying the needs of people with disabilities, and the accommodations available to them during emergencies.
- iii. Use of Untrained Volunteers. During canvassing operations, the District will make best efforts to pair untrained volunteers with registered PECO personnel who have received the training described above.

E. Accessible Transportation During Emergencies

1. Inventory of Accessible Vehicles

- i. Developing the Inventory. The District will develop and maintain an inventory of vehicles with accessible features that may be available for use during emergencies. Information in the inventory will include the total number of vehicles, the approximate number of persons in wheelchairs that each vehicle can transport, whether the vehicles are owned by the District

or are available through existing contracts, and the number of appropriately licensed drivers. This inventory will be completed and shared with Plaintiffs within 12 months.

- ii. Updating the Inventory. During the Implementation Period of this Agreement, the District will update this inventory annually to ensure the accuracy of the information.

2. Transportation Needs Analysis

- i. Conducting the Needs Analysis. Within 14 months, the District will conduct a transportation needs analysis to determine the potential demand for accessible transportation during emergencies. As part of this analysis, the District will collect and consider information relevant to the number and geographic distribution of people with disabilities who may require accessible transportation services, including paratransit ridership data, which the District will make best efforts to obtain.
- ii. Retaining a Vendor. If the District retains a vendor to conduct the transportation needs analysis, the District will notify Plaintiffs of the vendor it selects.
- iii. Review by Plaintiffs. Prior to finalization of the transportation needs analysis, the District will provide a draft to Plaintiffs for review and comment within fourteen days of receipt, make a good faith effort to incorporate such comments, and provide Plaintiffs a written explanation for any comments it rejects.

- iv. Ensuring Sufficient Quantities. Based on the results of the transportation needs analysis, the District will assess its inventory of existing transportation resources and make best efforts to ensure it is sufficient to meet the potential demand for accessible transportation services during emergencies.
3. Training of District Personnel Transporting People with Disabilities
- i. Training Requirement. Within 30 months, the District will offer to District personnel involved in providing accessible transportation services during emergencies training on current best practices and procedures, specific to their role in emergency response, for providing meaningful access and support to people with disabilities. This effort will include training for DC311 operators that is designed to help them identify and respond appropriately to requests for accessible emergency transportation.
 - ii. Review by Plaintiffs. In the event training materials are created for this purpose, the District will provide drafts of these materials to Plaintiffs for review and comment within fourteen days of receipt, make a good faith effort to incorporate such comments, and provide Plaintiffs a written explanation for any comments it rejects.
4. Alerts, Warnings, and Notifications Regarding Accessible Transportation. In the interest of ensuring that important public communications regarding accessible transportation are received by the disability community during emergencies, the District will make best efforts to:

- i. Broadcast information related to accessible transportation options using accessible formats and accessible media as described in the Crisis Communications Guide and the procedures in paragraph II.B.2.ii., above;
 - ii. Work with providers of accessible transportation services to improve their messaging related to the shutdown and resumption of services as well as the prioritization of accessible seats for people with disabilities;
 - iii. Ensure that DC311 contains clear and accurate information regarding accessible transportation options, consistent with the sample messaging provided by Plaintiffs during the implementation period of this Agreement; and
 - iv. Evaluate DC311 operators on their use of call-handling procedures related to requests for accessible emergency transportation.
5. Updating and Expanding Emergency Operations Plans Related to Transportation. The District has in place emergency operations plans that define the objectives, strategies, and key courses of action for providing transportation services during emergencies. Following completion of the inventory of accessible vehicles and the transportation needs analysis described above, and not later than 26 months from the execution of this Agreement, the District will update and expand its existing plans, coordinating as necessary with government and non-government stakeholders, to clarify the procedures for delivering available emergency transportation services to people with disabilities during notice and no-notice events.

- i. Planning Considerations. In updating and expanding the emergency operations plans, the District will consider the following:
 - a. The relevant concept of operations, roles, and responsibilities;
 - b. Standardized triggers for deploying accessible transportation resources during emergencies;
 - c. Protocol for transporting people with caregivers, service animals, and durable medical equipment, and reuniting people with their assistive devices in the event they are separated; and
 - d. Criteria for selecting transfer points, which should prioritize accessibility concerns, including the capacity to make these areas accessible by temporary modification.
- ii. Review by Plaintiffs. Prior to finalization of the planning materials created under this section, the District will provide drafts to Plaintiffs for review and comment within fourteen days of receipt, make a good faith effort to incorporate such comments, and provide Plaintiffs a written explanation for any comments it rejects.

F. Power Outages

1. Access to Power at Post-Disaster Sites.
 - i. The District recognizes the importance of ensuring that people with disabilities who require power as an accommodation have meaningful access to emergency-related services. Therefore, within 24 months, the District will update its emergency operations plans to require that:

- a. All post disaster sites providing services directly to the public will be equipped with power strips or mobile charging devices; and
 - b. People with disabilities who need to charge medical or mobility equipment will be given priority access to these resources.
 - ii. Review by Plaintiffs. Prior to finalization of the planning materials described above, the District will provide drafts to Plaintiffs for review and comment within fourteen days of receipt, make a good faith effort to incorporate such comments, and provide Plaintiffs a written explanation for any comments it rejects.
 - iii. Ensuring Sufficient Quantities. To meet the requirements of this section, the District will regularly assess its inventory of power strips available for use at post disaster sites; should circumstances require the provision of additional power strips, the District will request them through the standard procurement process.
2. Communication and Outreach Related to Power Outages
- i. Steady State Outreach Regarding EMEN Program. Using the methods described in paragraphs II.A.3.ii., and iv., above, the District will disseminate information at least quarterly to the disability community regarding PEPCO's Emergency Medical Equipment Notification Program (EMEN Program).
 - ii. Relaying Public Messaging Regarding Outages. Using the procedures in paragraph II.B.2.ii., above, the District will make best efforts to promptly relay public messaging from utility companies involving planned or

potential large-scale electricity outages, including, if available, information concerning power-outage related precautions to be taken in advance.

- iii. Communication During Emergencies. In the event of an emergency causing wide-spread power outages, the District will make best efforts to:
 - a. Provide PEPCO and (upon request) other power companies with available information regarding concentrations of individuals with disabilities for the purpose of informing the prioritization of power restoration;
 - b. Attempt to work with PEPCO to maintain situational awareness regarding the EMEN Program, facilitate PEPCO messaging regarding power usage, and assess power-related needs of critical facilities; and
 - c. Ensure that District messaging regarding power usage complies with the procedures in paragraph II.B.2.ii., above, and the Crisis Communications Guide.

G. High-Rise Building Evacuation

1. The High-Rise Evacuation Task Force. Within 45 days, the District will assemble a High-Rise Building Evacuation Task Force (Task Force) responsible for creating a work plan to improve the District's current approach to evacuating people with disabilities from high-rise buildings.
 - i. Task Force Membership. The Task Force will consist of the following members.
 - a. Lead District Agency. HSEMA will serve as the lead agency within the Task Force and designate two representatives to attend each Task Force

meeting, including the DAFN Coordinator, who will be responsible for organizing the efforts of the Task Force as described below.

- b. Primary Support District Agencies. FEMS, DCRA, OUC, and ODR will serve as the primary support agencies within the Task Force. These agencies will each designate one representative to attend each Task Force meeting unless otherwise directed by a representative of HSEMA.
- c. Subject Matter Expert Designated by Plaintiffs. Plaintiffs will designate one subject matter expert (SME) to attend each Task Force meeting. Subject to the execution of the non-disclosure agreement attached as Attachment C, the SME may provide Plaintiffs' counsel with documents created by the Task Force.
- d. Other Participants. Other District agencies and community stakeholders, including members of the disability community, occasionally may be invited to participate in Task Force activities. HSEMA will be responsible for identifying these participants and requesting their involvement. To this end, the District will: Within three months, enter into an MOU with the implementing agencies to establish the roles and responsibilities of each agency; and use, as necessary, the methods described in paragraphs II.A.3.ii., and iv., above, to provide timely and effective notice to community stakeholders that their participation in Task Force activities is required.

- ii. Meetings of the Task Force. The following guidelines will govern regular activities of the Task Force.
 - a. Project Management Plan. As soon as practicable, the Task Force will develop a project management plan that sets forth a schedule of meetings, milestones, and deliverables.
 - b. Regular Meetings. Unless otherwise specified in the project management plan or later decided by agreement of HSEMA and the SME, the Task Force will meet monthly.
 - c. Meeting Minutes. Following each Task Force meeting, an HSEMA representative will prepare a summary report using the template attached as Attachment D.
 - d. Copies to Plaintiffs. Copies of the project management plan and the reports described above will be provided to Plaintiffs' counsel the same day they are made available to Task Force members.
 - e. Public Materials Available in Alternative Formats. In the event the Task Force distributes materials to the public in connection with this Agreement, the District will ensure that they are available in alternative formats, upon request.
- 2. Task Force Deliverables
 - i. High-Rise Building Evacuation Gap Analysis and Report. Within 15 months, the Task Force will analyze and report on gaps in the District's current approach to evacuating people with disabilities from high-rise

buildings. This gap analysis and report will take into account the following considerations:

- a. Local statutes and regulations, including Building Code provisions, related to high-rise building evacuation, any required statutory or regulatory changes, and the process for affecting them;
- b. The District's policies, plans, and procedures related to high-rise building evacuation, including those addressing the movement of durable medical equipment and service animals, and the use of elevators during emergency evacuations;
- c. Training for FEMS first responders related to the evacuation of people with disabilities from high-rise buildings;
- d. The District's capacity to provide effective emergency communications related to high-rise building evacuations using available resources, including DC311;
- e. The District's public awareness efforts regarding high-rise building evacuation, including education and guidance for the disability community and high-rise building owners and occupants related to evacuation plans, chairs and devices;
- f. Evacuation-related training and exercises for high-rise building owners and occupants;
- g. Other jurisdictions' practices and recent research that might inform the District's approach to high-rise building evacuations;

- h. The feasibility of using specialized evacuation assistance teams equipped and trained to evacuate people with disabilities from high-rise buildings;
 - i. The feasibility of using a standardized, low-cost signaling device as a means for people with disabilities to notify first responders of a need for evacuation assistance during emergencies;
 - j. Available information regarding high-rise building occupancy in the District, and the extent to which this data can inform District policy related to high-rise building evacuation;
 - k. The District's existing inventory of, and potential demand for, evacuation devices for use by first responders during emergencies to evacuate people with disabilities from high-rise buildings; and
 - l. The feasibility of requiring or encouraging high-rise building owners to develop individualized evacuation plans for building occupants who may require assistance during an evacuation.
- ii. Recommendations for Addressing Existing Gaps. Within seven months following completion of the gap analysis and report described immediately above, the Task Force will develop recommendations to address existing gaps in the District's approach to evacuating people with disabilities from high-rise buildings. The recommendations should separately address each of the considerations in paragraphs II.G.2.ii.a.-l., above.
 - iii. Work Plan for Implementing Task Force Recommendations. Within seven months following the completion of the recommendations described

immediately above, the Task Force will create a proposed work plan for the District to implement. For each recommendation, the work plan should include the following elements:

- a. A description of the actions to be taken, including any required revisions to District laws, regulations, or planning documents;
- b. An explanation of roles and responsibilities for relevant District and non-District stakeholders;
- c. As necessary, a schedule for related training, exercises, and public outreach;
- d. Proposed timelines for completion of all related deliverables; and
- e. A statement of resources required.

3. Miscellaneous Provisions

- i. Review by Plaintiffs. Prior to finalization of the report, recommendations, and work plan described above in paragraphs II.G.2.i., ii., and iii., respectively, the District will provide a draft to Plaintiffs for review and comment within fourteen days of receipt, make a good faith effort to incorporate such comments, and provide Plaintiffs a written explanation for any comments it rejects.
- ii. District's Acceptance of Task Force Work Plan. Subject to appropriated funds, and legislative action, as necessary, the District will accept, and make best efforts to implement, the proposed work plan described above in paragraph II.G.2.iii.

iii. Evacuation Chairs in High-Rise Buildings. In addition to the actions specified in the work plan described above in paragraph II.G.2.iii., within 32 months, the District will install evacuation chairs in all occupied high-rise buildings it owns and operates and conduct outreach to owners of private high-rise buildings encouraging the purchase and installation of evacuation chairs.

III. SETTLEMENT AND RELEASE

A. Release

1. Plaintiffs, for consideration of, and strictly subject to, the prospective relief set forth in section II., above, and receipt of \$480,000.00 for attorney's fees and costs, subject to appropriation and cash available, lawful money of the United States, for themselves, their owners, operators, officials, officers, agents, heirs, executors, administrators, employees, and assigns, release and forever discharge the District, its officers, officials, employees, attorneys, agents, and servants, of and from all actions, damages, claims and demands, including attorney's fees and costs, which they, or any person or persons claiming by, through, or under them, now have, could have had, or may have against the District, its officers, officials, employees, attorneys, agents, and servants by reason of or arising out of the events relating to the claims brought by plaintiffs in *United Spinal Association, et al. v. District of Columbia, et al.*, Civil Action No. 14-1528 (CKK) (the Action); provided, however, that Plaintiffs do not release any claim to enforce the terms of this Agreement pursuant to section III.E., below.

2. This release includes all injuries and damages resulting from the facts alleged by plaintiffs, whether now manifest or not, with all direct and indirect consequences now known or that may become known, the intention being to release the District, its officers, officials, employees, attorneys, agents, and servants finally, and absolutely from all liabilities, including all attorney's fees and costs, arising wholly or partially from events relating to the claims brought by plaintiffs in the Action.

B. Attorney's Fees and Costs

1. Within 90 calendar days after execution of this Agreement, dismissal of the Action, and the District's receipt of an original Form W-9 from plaintiffs' counsel, including a tax ID number, the District will pay to plaintiffs' counsel \$480,000.00. The District will pay this amount by check made payable to Disability Rights Advocates, for distribution, as appropriate, to all counsel for plaintiffs, and sent by U.S. Mail to 2001 Center Street, 4th Floor, Berkeley, CA 94704.
2. This amount shall fully satisfy all claims for attorney's fees and costs which plaintiffs or any person claiming through plaintiffs may have for legal services provided in the Action, as specified in paragraph III.A.1., above.

C. Dismissal and Jurisdiction

1. Within ten calendar days of execution of this Agreement by all Parties, Plaintiffs will file a stipulation of dismissal, with prejudice, or any other document or motion necessary to effectuate the same result.

2. The Parties acknowledge that the Court's jurisdiction over this case will end upon execution of this Agreement and the filing of the stipulation of dismissal with prejudice or other document described immediately above. Thereafter, this Agreement will be governed by, and construed and enforced under, the laws of the District of Columbia.

D. Term of Agreement

1. Unless an extension is authorized in writing, duly executed by both parties, or established by judicial order resulting from an enforcement action brought under paragraphs III.E.2.i.-iv., below, the Parties' rights and obligations under this Agreement shall expire at 11:59pm on the last day of the Implementation Period.
2. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect pending resolution of any enforcement proceedings commenced pursuant to the following subsection, provided that the notice required by paragraph III.E.1., is sent by the Enforcing Party at least 90 days before the expiration of the period established by this Section.

E. Enforcement

1. Alternative Dispute Resolution
 - i. If either Party seeks to enforce the terms of this Agreement, counsel for the enforcing Party will first provide written notice to opposing counsel, pursuant to paragraph III.G., describing the alleged violation, the basis for the allegation, and the relief sought.

- ii. Within 30 days after receipt of the notice described in the preceding paragraph, counsel for the Parties shall meet and confer in a good faith effort to resolve the dispute.
- iii. If the parties are not able to resolve their dispute through the meet and confer negotiations described in the preceding paragraph, the Parties agree to mediate the dispute before a mediator selected by agreement of the Parties. The parties will split the costs of the mediator and bear their own attorney's fees resulting from the mediation.
- iv. A party seeking to enforce the terms of this Agreement must exhaust the non-judicial remedies described in this section prior to filing the enforcement action described immediately below.

2. Enforcement Action

- i. If the Parties are unable to resolve their dispute through mediation, an alleged violation of this Agreement shall be exclusively enforceable as a breach of contract claim in District of Columbia Superior Court.
- ii. The Parties agree to proceed in Superior Court under a Track 1 Scheduling Order or comparable schedule that ensures the action moves forward expeditiously.
- iii. In any action filed in Superior Court to enforce the terms of this Agreement within three years of the Effective Date, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in bringing the action, in an amount to be determined by the court. The amount of any such award shall not include attorney's fees or costs related to dispute resolution

activities that preceded the filing of the complaint in Superior Court, including those outlined in paragraphs III.E.1.i.-iv., above.

- iv. Notwithstanding the foregoing, no provision of this Agreement shall be enforced in a manner that would require a fundamental alteration of, or create an undue hardship on, any District program, activity, or service.

F. Reporting

1. Bi-Annual Reports

- i. Twice yearly during the Implementation Period of this Agreement, the District will provide plaintiffs a written report containing:
 - a. A description of the material steps taken during the preceding six-month period to implement the Prospective Relief set forth in section II., above;
 - b. A list of all aspects of the Prospective Relief that have been completed as of the report date; and
 - c. An explanation of any actual or anticipated barriers to implementing the Prospective Relief, including delays in meeting any of the specified deadlines, and Defendants' proposal for remedying the problem.
- ii. The District shall produce the reports described immediately above on the last day of the month, beginning the sixth full month following execution of this Agreement.

2. Plaintiffs' Right to Request Information

- i. Within 30 days of receiving a report under this Agreement, plaintiffs may submit to the District reasonable comments and requests for additional information regarding matters contained in the report.
- ii. The District agrees to make a good faith effort to respond to any comments and requests for additional information received from plaintiffs pursuant to the preceding paragraph within 30 days of receipt.

G. Party Contacts and Correspondence

1. The Director of HSEMA will serve as the District's primary point of contact for matters related to the implementation of this Agreement. Unless otherwise notified in writing, plaintiffs should send all correspondence concerning the Agreement, in electronic format, to Director Chris Rodriguez at chris.rodriquez@dc.gov, with copies to Assistant Attorney General Matthew Blecher at matthew.blecher@dc.gov, and Senior Assistant Attorney General Andrew Saindon at andy.saindon@dc.gov.
2. Unless otherwise notified in writing, the District should send all correspondence concerning this Agreement, in electronic format, to the following recipients: Rebecca Rodgers, at rrodgers@dralegal.org; Brianna Silverstein, at brianna.silverstein@dbr.com; and Hannah Lieberman, at Hannah_Lieberman@washlaw.org.

H. Miscellaneous Provisions

1. Neither this Agreement nor the payment hereunder shall be subject to assignment. The Parties stipulate, agree, and acknowledge that this Agreement is not intended to create any third-party beneficiaries.

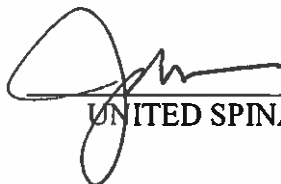
2. Nothing in this Agreement is an admission of liability, duty, or wrongdoing by any Party or an admission that any policy, practice, or procedure of the District, its officers, officials, employees, attorneys, agents, and servants, at any time or in any way violated federal or District of Columbia law. The District denies all liability and all factual claims asserted by plaintiffs. This Agreement shall have *res judicata* and collateral estoppel effect as to the Parties.
3. This Agreement may not be altered, amended, modified, or otherwise changed except by a writing duly executed by the Parties.
4. The Parties agree that this Agreement constitutes the entire agreement between the Parties and supersedes any oral or written communications regarding this Agreement.
5. This Agreement shall be construed without regard to any presumption or other rule of law requiring construction against the Party who caused it to have been drafted.
6. District of Columbia Superior Court Rule of Procedure 6(a) shall govern the computation of any period of time prescribed or allowed under this Agreement.
7. The Parties have read this Agreement, have had a full opportunity to consult, and have consulted, with legal counsel regarding it, and have signed this Agreement voluntarily and freely and with the full understanding of its terms. The Parties further understand and agree that each has relied wholly upon its own judgment, belief, and knowledge of the nature, extent, effect, and duration of the Action, and enter this Agreement without reliance upon any statements or representations by any other Party or its representatives except those set forth in

this Agreement. Each Party waives and assumes the risk of all claims that exist as of the date of this Agreement or in the future, which that Party does not know of or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, regarding either facts or law, and which, if known, would materially affect its decision to enter this Agreement.

8. The undersigned representatives of the Parties certify that they are fully authorized to enter into and to execute the terms and conditions of this Agreement and to make such Agreement fully and legally binding upon and enforceable against every Party on whose behalf they have executed this Agreement. The individual signing for the District is its official acting within the scope of his or her authority. The Parties stipulate, agree, and warrant that they will not challenge or contest in any way the capacity or the authority of any Party to make the agreements, covenants, and stipulations.
9. Provided that all Parties execute a copy of this Agreement, the Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument. Executed copies of this Agreement may be delivered by electronic mail or other comparable means. This Agreement shall be deemed fully executed on the date of execution by the last signatory.

[SIGNATURE PAGES TO FOLLOW]

ACCEPTED BY PLAINTIFFS:


UNITED SPINAL ASSOCIATION on 3/29/19, 2019

DC CENTER FOR INDEPENDENT LIVING on _____, 2019

PAMELA CARREKER on _____, 2019

AMBER KEOHANE on _____, 2019

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ACCEPTED BY PLAINTIFFS:

_____ on _____, 2019
UNITED SPINAL ASSOCIATION

_____ on March 25, 2019
DC CENTER FOR INDEPENDENT LIVING

_____ on _____, 2019
PAMELA CARREKER

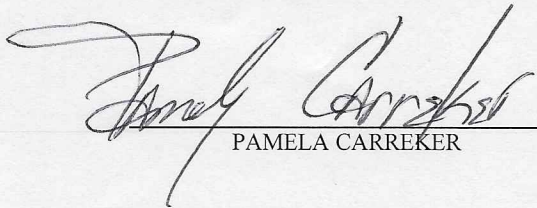
_____ on _____, 2019
AMBER KEOHANE

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ACCEPTED BY PLAINTIFFS:

UNITED SPINAL ASSOCIATION on _____, 2019

DC CENTER FOR INDEPENDENT LIVING on _____, 2019


PAMELA CARREKER on 3-25-19, 2019

AMBER KEOHANE on _____, 2019


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ACCEPTED BY PLAINTIFFS:

_____ on _____, 2019
UNITED SPINAL ASSOCIATION

_____ on _____, 2019
DC CENTER FOR INDEPENDENT LIVING

_____ on _____, 2019
PAMELA CARREKER

 _____ on March 27th, 2019
AMBER KEOHANE

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ACCEPTED FOR DEFENDANT BY:

Karl A. Racine / by NAK on 5/02/19, 2019
KARL A. RACINE
Attorney General for the District of Columbia

Rashad M. Young on 5/1/2019, 2019
RASHAD M. YOUNG
City Administrator for the District of Columbia