

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA,
RASHAD GORDON, MICHAEL EDWARDS,
AND
THE CITY OF HOUSTON, TEXAS**

re:

**police, city jail and municipal courts providing effective communication
with people who are deaf or hard-of-hearing**

[Settlement Agreement](#) | [Department of Justice Press Releases](#)

SETTLEMENT

This Settlement Agreement (the "Agreement") is entered into by the City of Houston ("the City"), Michael Edwards, Rashad Gordon, and the United States of America, through the United States Department of Justice, Civil Rights Division, Disability Rights Section ("the Department").

BACKGROUND

This matter was initiated by a complaint filed with the Department by Rashad Gordon, an individual with a hearing impairment who is represented by Advocacy, Inc. and the NAD Law Center (Department of Justice Complaint No. 204-74-102). The complaint was filed under title II of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134. The complaint alleges various violations of title II by the City, including allegations that City police officers, jail officials and court officials do not effectively communicate with people with hearing impairments. The City disputes the allegations contained in the complaints. The Department is authorized under 28 C.F.R. Part 35 to investigate this complaint to determine whether the City is in compliance with title II of the ADA. The City is a "public entity" for purposes of 42 U.S.C. § 12132 and the implementing regulations, 28 C.F.R. § 35.104. The Department is authorized to investigate the facts, issue findings, and, where appropriate, negotiate and secure a voluntary compliance agreement. Furthermore, the Department is authorized to bring a civil action enforcing title II of the ADA should it fail to secure a voluntary compliance agreement.

The Department is also monitoring *Edwards v. City of Houston*, No. H-98-1369 (S.D. Tex.). Mr. Edwards claims that when he was questioned by a City of Houston police officer, he was not provided with a sign language interpreter. The officer then arrested him and he was incarcerated at the City jail. Mr. Edwards alleges that he was not provided with effective communication that he needed in order to receive life-sustaining medications, and that he was not allowed to use a telecommunication device for the deaf ("TDD") to call an attorney or his family. During his first court appearance at the City of Houston municipal court, Mr. Edwards alleges that he was not provided with an interpreter. Mr. Edwards also alleges that he was not provided a sign language interpreter when he needed to report a criminal act against him. The City also disputes the allegations in the lawsuit filed by Mr. Edwards.

AGREEMENT

Because the City, Mr. Edwards, Mr. Gordon and the Department desire to settle this matter, the parties agree to the following:

1. In consideration for the City's performance of its obligations under this Agreement, the Department agrees to refrain from undertaking further investigation of the complaints described above or from filing a civil suit based upon the complaints described above.
2. In consideration for the City's performance of its obligations under this Agreement, Mr. Gordon and Mr. Edwards waive, release and covenant not to sue or commence any proceeding against the City with respect to any matters contained within the allegations in Department of Justice Complaint No. 204-74-102 or Edwards v. City of Houston, No. H-98-1369 (S.D. Tex.). Mr. Gordon's signature on this Agreement constitutes a request to withdraw with prejudice Department of Justice Complaint No. 204-74-102.
3. According to terms set forth in separate agreements, the City has made or will make payments to Mr. Gordon, Mr. Edwards and their counsel.
4. The City agrees that its policy is that individuals with hearing impairments are entitled to effective communication -- communication that is equally as effective as that provided for others without hearing impairments. In order to ensure effective communication with people with hearing impairments in the City's programs, activities and services, the City agrees:
 - A. To provide, at the City's expense, appropriate auxiliary aids and services, including qualified interpreters when necessary to provide effective communication.
 - B. To give primary consideration to the requests of individuals with disabilities in determining what type of auxiliary aid or service is necessary. "Primary consideration" means that the City will defer to the individual's request unless the City has an equally effective alternative (or if the City establishes in writing that the chosen auxiliary aid or service would result in a fundamental alteration of its services, programs or activities, or would be an undue financial or administration burden. In those circumstances, the City shall take any other action that would not result in such a burden but would nevertheless ensure that, to the fullest extent possible, individuals with disabilities receive the benefits or services provided by the City. See 28 C.F.R. § 35.150(a)(3)).
 - C. To notify people with hearing impairments about the provision of auxiliary aids and services. The City will distribute this information through pamphlets, posters or other appropriate means.

Provisions Applicable to the City of Houston Police Department

5. The City agrees that individuals with disabilities, including but not limited to crime victims, witnesses to crimes, and people under arrest, are entitled to effective communication - communication that is equally as effective as that provided for others without hearing impairments.

6. The City agrees that within thirty days of the effective date of this Agreement, it will designate one or more employees as the City Police Department's ADA Coordinator.

A. The ADA Coordinator(s) will serve as a resource to the officers and employees of the Houston Police Department regarding the ADA.

B. The ADA Coordinator(s) will also serve as a resource for members of the public who have questions regarding the Police Department's procedures for dealing with individuals with disabilities.

C. The ADA Coordinator(s) will know the specific procedures for requesting an interpreter.

D. Within one hundred and twenty days of the effective date of this Agreement, the ADA Coordinator(s) will:

(1) attend a seminar concerning a public entity's obligations under title II of the ADA; or

(2) view an educational videotape concerning a public entity's obligations under title II of the ADA. If the ADA Coordinator(s) elects this option, the educational videotape will be specified by the Department and the Department will give the City instructions on how to obtain a copy of the videotape.

E. The City agrees that the ADA Coordinator(s) will attend a similar educational seminar, or view a similar educational videotape, annually.

7. Grievance procedures. If a person with a disability is dissatisfied with the auxiliary aid or service proposed or used by the department, the individual may file a grievance with the Police Department's ADA Coordinator. The ADA Coordinator will attempt to resolve the grievance within one week.

8. The City agrees to adopt a revised General Order 500-13, as [Exhibit A](#), as the formal policy of its Police Department. The General Order will be included in the manual distributed to all police officers.

9. The City agrees that within fourteen months of the effective date of this Agreement it will complete training for all classified and dispatch supervisory personnel of the Police Department (at the rank of Lieutenant and Sergeant, or the civilian equivalents). The training shall include discussions of:

A. The contents of this Agreement.

B. General Order 500-13.

C. The contents of the document titled, "Commonly Asked Questions About the Americans with Disabilities Act and Law Enforcement," which is attached as [Exhibit B](#).

D. The identity of the Police Department's ADA Coordinator.

10. The City agrees to give notice of General Order 500-13 to every officer and employee of the

Police Department within thirty days of the effective date of this Agreement.

11. The City agrees to incorporate instructions on General Order 500-13 into the standard curriculum of the police academy where its new recruits receive pre-service training.
12. The City Police Department agrees to purchase TDDs so that its services, programs and activities are accessible to people with hearing impairments, as required by 28 C.F.R. § 35. 161. For purposes of this Agreement the Police Department will provide TDDs at the main Police Administration building, at each of the patrol sub-stations, and at the Central and Southeast jails.
13. The City agrees that within ninety days of the effective date of this Agreement it will train at least one supervisor for every shift at all Central and Southeast jail facilities and the Emergency Communications Division in how to operate and maintain TDDs. The City further agrees to provide annual training on the proper operation of TDDs to at least one supervisor for every shift.
14. The City agrees that within thirty days of the effective date of this Agreement it will post a copy of the Notice contained in [Exhibit C](#) in all places where notices to the public, employees and job applicants are normally posted.

Provisions Applicable to City of Houston Detention Facilities

15. The City agrees that individuals with disabilities, including but not limited to detainees, visitors to the detention facilities and individuals who place telephone calls to the detention facilities, are entitled to effective communication - communication that is equally as effective as that provided for others without hearing impairments. The City agrees that effective communication is necessary in all of the detention facilities' services, programs and activities, including, but not limited to: initial intake, classification, medical screenings, and medical treatment.
16. The City agrees that each detainee with a hearing impairment shall be informed of all auxiliary aids and services available and shall be informed of the right to place telephone calls using a TDD. Jail Division Standard Operating Procedure 100/2.25 currently reads, in part, as follows:

If the deaf person has been arrested for a Class B misdemeanor or greater offense, ask the deaf person if he wants a certified interpreter (who is not a police officer), see General Order 500-13 - DEALING WITH HEARING-IMPAIRED INDIVIDUALS.

The City agrees to strike the phrase, "If the deaf person has been arrested for a Class B misdemeanor or greater offense" from SOP 100/2.25 and replace the word "certified" with "qualified." An additional sentence will be added to SOP 100/2.25 as follows:

Discuss with the deaf person the nature of the arrest, municipal bonding information, phone privileges, scheduled court appearances, medical procedures, visitation privileges, jail security procedures, and meal times.

17. Where a qualified interpreter is required for effective communication, the City agrees to use its best efforts to contact a qualified interpreter within one hour of a request.
18. The City agrees that each of the detention facilities will maintain a list of qualified interpreters, or of the service the detention facilities contracts with to provide qualified interpreters.
19. The City agrees to notify the appropriate municipal court, or any court the Police Department directly

transports prisoners to, that an interpreter is necessary prior to every court appearance made by a detainee with a hearing impairment.

20. The City agrees to purchase TDDs so that the detention facilities' services, programs and activities are accessible to people with hearing impairments, as required by 28 C.F.R. § 35. 161.

21. The City agrees that detainees with hearing impairments have a right to access to telephone services which is comparable to the access of detainees without hearing impairments. The City further agrees that all detainees with hearing impairments using a TDD shall have complete access to a relay service.

22. The City agrees that the detention facilities shall provide and maintain closed-captioned television decoders, or built-in decoder televisions, in television viewing areas, so that individuals with hearing impairments have the same opportunity for television viewing as other detainees while in television viewing areas.

23. The City agrees to install visual fire alarms in all appropriate areas of the detention facilities. See 28 C.F.R. Part 36, Appendix A, § 4.28.

24. The City agrees that any detainee with a hearing impairment who indicates that he/she has a health problem or need for medication during the intake process will be immediately brought to the jail health clinic. Clinic personnel will ensure that telephone calls are made on behalf of detainees with hearing impairments so that necessary medications that are not available in the clinic are obtained. If effective communication is not possible in the jail clinic, the detainee will be immediately taken to a hospital for treatment and/or medication. Clinic personnel will communicate with the hospital to ensure that it is aware that a detainee is being transported who has a hearing impairment and has communication needs. Clinic personnel will also take steps to ensure that all relevant jail employees are aware that a detainee has a hearing impairment and has communication needs.

25. The City agrees to give notice of General Order 500-13 and the new standard operating procedures resulting from this Agreement to every officer and employee of the detention facilities and jail health clinic personnel within thirty days of the effective date of this Agreement.

26. The City agrees to incorporate General Order 500-13 into the standard training curriculum provided to new officers. The City further agrees to incorporate General Order 500-13 and the new standard operating procedures resulting from this Agreement into the standard training curriculum provided to new Jail Division employees. The City's Department of Health and Human Services shall provide comparable training for all Jail Health Program personnel.

27. The City agrees that within thirty days of the effective date of this Agreement it will post a copy of the Notice contained in [Exhibit D](#) in all places where notices to detainees, family members, visitors and the general public are normally posted, including in the jail's booking area, the jail's medical clinic, the jail's housing units, and in the lobby of jail.

Provisions Applicable to the City of Houston Courts System

28. The City agrees that the policy of the City of Houston courts system is that an otherwise qualified participant, including a party, witness, juror, or spectator, who is deaf or hard of hearing, may not be denied an equal opportunity to participate in, or benefit from, the services, programs, or activities of the City courts because of the participant's disability or because of the need for interpreting services.

29. The City has developed a written policy, attached as [Exhibit E](#), providing that in those proceedings where an interpreter is required in order to ensure effective participation by any individual who is deaf or hard of hearing, the court system will, upon reasonable notice, secure the services of a qualified interpreter(s), provided that, with regard to spectators, such services shall not create an undue financial and administrative burden or result in a fundamental alteration in the nature of the service, program, or activity conducted by the court system. In those circumstances where the court system believes that the services would result in such a burden or alteration, the court system shall take any other action that would not result in such a burden or such an alteration but would nevertheless ensure that, to the fullest extent possible, individuals with disabilities receive the benefits or services provided by the court system. The City court system shall also be prepared to provide auxiliary aids and services other than interpreters, such as assistive listening devices or real-time transcription services, where necessary for individuals with hearing impairments to effectively participate in court proceedings.

30. The City agrees that within ninety days of the effective date of this Agreement, it will designate one or more employees as the City court system's ADA Coordinator.

A. The ADA Coordinator(s) will serve as a resource to other employees of the court system regarding the ADA.

B. The ADA Coordinator(s) will also serve as a resource for members of the public who have questions regarding the court system's programs and services for individuals with disabilities.

C. The ADA Coordinator(s) will know the specific procedures for requesting an interpreter.

D. Within ninety days of the effective date of this Agreement, the ADA Coordinator(s) will:

(1) attend a seminar concerning a public entity's obligations under title II of the ADA; or

(2) view an educational videotape concerning a public entity's obligations under title II of the ADA. If the ADA Coordinator(s) elects this option, the educational videotape will be specified by the Department and the Department will give the City instructions on how to obtain a copy of the videotape.

E. The City agrees that the ADA Coordinator(s) will attend a similar educational seminar, or view a similar educational videotape, annually.

31. The City agrees that within ninety days of the effective date of this Agreement, each court will post a copy of the Notice contained in [Exhibit F](#) in conspicuous locations, including but not limited to in each court clerk's office, advising individuals with disabilities of the procedures to make a request for an auxiliary aid or service, and listing the name, address and telephone number of the court system's ADA Coordinator.

32. The City agrees that official notices of court dates, including but not limited to tickets, summonses, and other similar notices, will provide notice that if a person with a hearing impairment needs an auxiliary aid or service, he or she should call a TDD phone line. The City agrees that the message on the TDD phone line will also include the phone number of the ADA Coordinator.

33. The City court system agrees to purchase TDDs so that its services, programs and activities are accessible to people with hearing impairments, as required by 28 C.F.R. § 35. 161.

34. The City agrees to install visual fire alarms in all appropriate areas of the City court system's facilities. See 28 C.F.R. Part 36, Appendix A, § 4.28.

35. The City agrees that within ninety days of the effective date of this Agreement, the City will publish the following notice, or an equivalent notice, on two separate occasions in a legal periodical with City-wide circulation:

In accordance with the requirements of Title II of the Americans with Disabilities Act, the City of Houston courts system will ensure that any party, witness, juror, or spectator who is deaf or hard of hearing will be afforded an equal opportunity to participate in, or benefit from, the services, programs, or activities of the City courts. In those proceedings where an interpreter is required to ensure effective participation by any individual who is deaf or hard of hearing, the court system will, upon reasonable notice, secure the services of a qualified interpreter(s), provided that, with regard to spectators, such services shall not create an undue financial and administrative burden or result in a fundamental alteration in the nature of the service, program, or activity conducted by the court system. In those circumstances where the court system believes that the services would result in such a burden or alteration, the court system shall take any other action that would not result in such a burden or such an alteration but would nevertheless ensure that, to the fullest extent possible, individuals with disabilities receive the benefits or services provided by the court system. The City court system shall also be prepared to provide auxiliary aids and services other than interpreters, such as assistive listening devices or real-time transcription services, where necessary for individuals with hearing impairments to effectively participate in court proceedings. If you have questions, please contact [name of individual], the City court system's ADA Coordinator, at [list telephone number].

36. The City agrees that within ninety days of the effective date of this Agreement, it will distribute a copy of this Agreement and the policy attached as Exhibit E to every judge and court administrator within the court system.

37. The City agrees that within ninety days of the effective date of this Agreement, the City will conduct training for judges and court administrators on the application of this Agreement in jury trials and other court proceedings. The City agrees that it will conduct a similar training on an annual basis.

38. The City agrees that it will include the policy attached at Exhibit E in the manual(s) that govern the administrative procedures of the court system.

General Provisions

39. In the event that the City fails to comply in a timely manner with any provision of this Agreement, the Department may:

- A. File a civil suit based upon the complaints described above; and/or,
- B. File a civil action seeking to have the terms of this Agreement enforced in the appropriate federal court.

40. Within one hundred and eighty days of the effective date of this Agreement, the City agrees to submit a report to the Department describing the actions it has taken to comply with the provisions of this Agreement.

41. The parties agree that this Agreement is neither an admission by the City of any violation of the ADA, nor an admission by the Department, Advocacy, Inc., or the NAD Law Center of the merits of any of the City's potential defenses.

42. The City agrees that the Department may review compliance with this Agreement at any time.
43. The City agrees that it will not discriminate or retaliate against any person because of his/her participation in this matter.
44. This Agreement is a public document. A copy of this Agreement shall be made available to any person on request.
45. The effective date of this Agreement is the date of the last signature on the Agreement.
46. The term of this Agreement is five years from the effective date.
47. This Agreement does not purport to remedy any other potential violations of the ADA or any other law. This Agreement does not affect the City's continuing responsibility to comply with all aspects of the ADA.
48. The individuals signing this Agreement represent that they are authorized to bind the parties to this Agreement.
49. Failure by the Department to enforce the entire Agreement with regard to any deadline or any other provision of the Agreement, shall not be construed as a waiver of its right to enforce other deadlines or provisions of the Agreement.
50. This Agreement constitutes the entire agreement between the parties relating to the Complaints, 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 Agreement, shall be enforceable.

FOR THE UNITED STATES:

John L. Wodatch, Chief
L. Irene Bowen, Deputy Chief
Daniel W. Sutherland, Attorney
Disability Rights Section, Civil Rights Division
U.S. Department of Justice
P.O. Box 66118
Washington, D.C. 20035-6118

Date _____

FOR ADVOCACY, INC.

William Jonson
Senior Regional Attorney, Advocacy, Inc.
7457 Harwin Drive, Suite 100
Houston, Texas 77036
Attorney for Rashad Gordon and Michael Edwards

Date _____

FOR NAD LAW CENTER

Marc Charmatz
NAD Law Center
814 Thayer Avenue
Silver Spring, Maryland 20910
Attorney for Rashad Gordon and Michael Edwards

Date: _____

Rashad Gordon

Date: _____

Michael Edwards

Date: _____

FOR THE CITY:

Tanya Wilder
Assistant City Attorney

Office of the City Attorney
City of Houston
P.O. Box 1562
Houston, Texas 77251

Date: _____

E X H I B I T A

[General Order 500-13]

GENERAL ORDER **Houston Police Department**

Issue Date: [Month], 2000

No.: 500-13

Reference: Supersedes General Order 500-13, dated March 31, 1998

POLICY

This General Order establishes procedures for all employees when they encounter persons who are deaf or hard of hearing.

DEFINITIONS

Auxiliary Aids and Services. Includes qualified interpreters, written materials, notepads and other effective methods of making aurally delivered materials available to individuals with hearing impairments.

ADA Coordinator. Departmental representative designated by the Chief of Police who will resolve grievances concerning the availability and/or use of auxiliary aids and services. The name of the current ADA Coordinator may be obtained via Dispatch.

Qualified Interpreter. An interpreter (usually someone approved by the Texas Commission for the Deaf or equivalent organization) who is able to interpret effectively, accurately, and impartially both receptively and expressively using any specialized vocabulary.

Certified Interpreter. A person who holds at least a Level III certification from the Texas Commission for the Deaf.

Primary Consideration. The choice of auxiliary aids and services made by the individual that will be

honored unless there is confidence that there are equally effective means of communication.

TDD/TTY. "Telecommunication Device for the Deaf"/"Teletype". Allows user to send and receive typed messages on an attached screen. May also be used as part of a "relay service" where a system operator transfers the communication.

1. AVAILABILITY OF INTERPRETERS

Interpreters are always available. Instructions for obtaining their services are in the Emergency Communications Division, Command Center, Central Jail booking office, and at all Police Stations.

2. PATROL/FIELD RESPONSE

Whether at the scene of a call for service or on-viewed incident or simply interacting with a member of the public, upon becoming aware that a member of the public is deaf or hard of hearing, department employees will focus on establishing effective communication. Primary consideration should be given to the deaf or hard of hearing person's preferred choice of communication. While this may require calling an interpreter to the scene if requested by the deaf or hard of hearing person, effective communication may in some situations be achieved through a series of notes, gestures, and lip reading.

Officers are encouraged to arrange interviews through a qualified interpreter to facilitate communication. HPD employees or family members or friends of the person are not usually considered qualified interpreters; however, they may be used in an emergency, in an innocuous situation such as exchanging greetings, or with the approval of the deaf or hard of hearing person.

An officer issuing a common traffic citation generally may be able to effectively communicate using notes and information obtained via documents produced by the driver. This would include routine traffic accident investigation, but an interview with a qualified interpreter should be arranged for a later mutually agreeable date and time to obtain a statement from a deaf or hard of hearing person if it is a situation where a person without a hearing disability would be interviewed to complete the investigation.

If an interview is necessary to establish probable cause for an arrest, a qualified interpreter will be utilized. Likewise a qualified interpreter will be necessary if the facts surrounding the investigation are complex and the deaf or hard of hearing person has not approved the use of other forms of communication. When an interpreter is requested in cases where no immediate police action is required, an interview will be scheduled for a later mutually agreeable date and time.

3. INVESTIGATION RESPONSE

Investigations may require the use of qualified interpreters in order to properly protect the rights of the suspect and/or to ensure the accuracy of the information related to the investigation that is being provided by a deaf or hard of hearing victim or witness.

Appropriate auxiliary aids and services, including a qualified interpreter will always be offered when interviewing a deaf or hard of hearing complainant or witness. While the deaf or hard of hearing person may approve the use of a family member or friend who is eighteen (18) years of age or older to facilitate communication when filing a report, police personnel will arrange an interview with a qualified interpreter if

necessary to protect the integrity of the report.

The following situations will always require the use of a certified interpreter by scheduling an interview at a mutually agreeable date and time:

The hearing-impaired person is:

- a. Involved in a major accident involving serious injuries.
- b. Suspected of a felony offense.
- c. Under arrest for any Class B misdemeanor or greater or for driving while intoxicated (DWI) and is being given the statutory or DWI warning.
- d. Suspected of committing a serious offense and is being interrogated under conditions requiring Miranda warnings.
- e. Being given an Intoxilyzer, blood or urine test.
- f. Giving an oral or sign-language statement.

A certified interpreter will also be used whenever a sworn statement is being obtained from a deaf or hard of hearing person who is a complainant or witness.

4. JAIL SUPERVISOR'S RESPONSIBILITIES

All deaf or hard of hearing suspects being arrested shall only be booked into either the Central or Southeast Jail facilities.

If the arresting and/or the transporting officer is aware that the suspect is deaf or hard of hearing, he or she shall be responsible for advising the suspect of the reason for the arrest in the most effective means of communication reasonably available. Likewise, if the arresting and/or transporting officer is aware that the suspect is deaf or hard of hearing, he or she shall note on the arrest blotter and shall verbally advise Jail personnel that the suspect is deaf or hard of hearing when placing the suspect in custody of the Jail personnel.

Upon becoming aware that a person is deaf or hard of hearing, a supervisor will then be immediately called so that the most appropriate form of communication for the booking process can be determined. After giving primary consideration to the expressed wishes of the deaf or hard of hearing person, a qualified interpreter will be immediately called in, if necessary, to provide general information as to the nature of the arrest and the booking, housing, bonding and court processes.

When a deaf or hard of hearing person is being booked at a city jail, a Jail Division supervisor will:

- a. Immediately direct the person to the Medical Screening station.
- b. Advise the person of all charges and make the person aware of the various alternatives available and make a TDD immediately available to the prisoner.
- c. Direct the deaf or hard of hearing person's attention to notices outlining that person's rights including the name of the ADA Coordinator with whom a grievance may be filed.
- d. Try to contact the person's friends or relatives or a specific person if requested.

e. Note on the person's Criminal History Record:

1. The prisoner is deaf or hard of hearing.
2. Whether or not the person requested an interpreter.
3. The name of any interpreter used and the date and time the interpreter was contacted.

f. Arrange visits between the deaf or hard of hearing prisoner and any authorized person.

g. When applicable, ensure that the municipal courts are notified in writing that the prisoner is deaf or hard of hearing and the prisoner's preferred auxiliary aid or service.

h. Ensure that the Jailer(s) assigned to monitor the cell block where a deaf or hard of hearing prisoner is housed makes full eye contact with the prisoner at each cell check to determine whether the prisoner wishes to have access to a TDD/TTY or some other auxiliary aid or service.

i. Ensure that all interactions with the deaf or hard of hearing person are properly documented as required by Jail Division Operating Procedures.

5. DIVISION MANAGER'S RESPONSIBILITIES

Only division managers or their designees can authorize the use of certified interpreters. When a certified interpreter is used, the interpreter will forward an invoice to the requesting division's manager. Upon receipt of the payment invoice, the division manager will authorize payment and immediately forward the invoice to the Office of Budget and Finance Division.

C.O. Bradford
Chief of Police

E X H I B I T B

["[Commonly Asked Questions About the Americans with Disabilities Act and Law Enforcement](#)"]

EXHIBIT C

THE AMERICANS WITH DISABILITIES ACT

WHAT YOU SHOULD KNOW

Under the Americans with Disabilities Act of 1990, the City of Houston Police Department does not discriminate on the basis of disability in the operations of its programs, services, or activities. Moreover, the City Police Department does not discriminate on the basis of disability in its hiring or employment practices.

Here are some specific ways the City Police Department is implementing the ADA:

- * The Police Department will operate its programs so that they are readily accessible to and usable by individuals with disabilities.
- * When a person with a hearing or vision impairment needs an auxiliary aid to make communications effective, the Police Department will give primary consideration to the person's choice of auxiliary aid.
- * The Police Department will maintain a "telecommunication device for the deaf" (TDD) at police stations.
- * The Police Department will maintain a list of qualified interpreters who are available on short notice to assist in the Department to communicate with people with hearing impairments.

Questions, concerns, or requests for additional information regarding the ADA may be forwarded to the City Police Department's ADA Compliance Coordinator. You can reach the Department's ADA Compliance Coordinator by calling (713) 222-3131 (voice) or (713) 224-0675 (TDD) and asking for the ADA Coordinator.

Individuals who need auxiliary aids for effective communication in programs and services are invited to make their needs and preferences known to the ADA Compliance Coordinator.

For further information, call the Department of Justice's ADA Information Line at 1-800-514-0301 (voice) or 1-800-514-0383 (TDD).

EXHIBIT D

THE AMERICANS WITH DISABILITIES ACT

WHAT YOU SHOULD KNOW

Under the Americans with Disabilities Act of 1990, the City of Houston's detention facilities do not discriminate on the basis of disability in the operations of its programs, services, or activities. Moreover, the City's detention facilities do not discriminate on the basis of disability in their hiring or employment practices.

Here are some specific ways the City's detention facilities are implementing the ADA:

- * When a detainee with a hearing or vision impairment needs an auxiliary aid to make communications effective, the detention facility will give primary consideration to the person's choice of auxiliary aid.
- * The detention facilities will maintain "telecommunication devices for the deaf" (TDD), and will ensure that detainees with hearing impairments have a right to access to telephone services that is comparable to the access offered to detainees without hearing impairments.
- * The detention facilities will maintain a list of qualified interpreters who are available on short notice to assist the officers and staff in communicating with people with hearing impairments.

Questions, concerns, or requests for additional information regarding the ADA may be forwarded to the City Police Department's ADA Compliance Coordinator. You can reach the Department's ADA Compliance Coordinator by calling (713) 222-3131 (voice) or (713) 224-0675 (TDD) and asking for the ADA Coordinator.

Individuals who need auxiliary aids for effective communication in programs and services are invited to make their needs and preferences known to the ADA Compliance Coordinator.

EXHIBIT E

POLICY FOR INTERPRETING SERVICES IN JUDICIAL PROCEEDINGS INVOLVING INDIVIDUALS WHO ARE DEAF OR HARD OF HEARING

It is the policy of the City of Houston courts system that in those judicial proceedings where an interpreter is necessary to ensure effective participation by any party, witness, juror, or spectator who is deaf or hard of hearing, the courts system shall, upon reasonable notice, secure the services of a qualified interpreter. A "qualified interpreter" is one who interprets effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary. The courts system includes a justice, judge, or designated individual. This policy applies to those situations where other auxiliary aids and services, such as real-time transcription, are not equally effective means of communication or are unavailable. This policy does not apply to those situations where providing interpreters to spectators creates an undue financial and administrative burden or in a fundamental alteration in the nature of the service, program, or activity conducted by the courts.

Before determining the type of interpreting services to be secured, a court should confer with the individual with a disability regarding the individual's preferred mode of communication (e.g., American Sign Language, Signed English, or oral interpreting). In determining what type of auxiliary aid and service is necessary, the court should give *primary consideration*, 28 C.F.R. § 35.160(b)(2), to the requests of the individual with a disability. The court should then determine the type of the services and the date, time, and place those services are required. The court should, at its own expense, secure an interpreter(s) to provide those services.

Upon the date, place, and time noted, and prior to continuing with any proceeding, the court should ask the individual, through the interpreter, whether the individual is confident that the interpreter's skills ensure an adequate and accurate interpretation of the communication of the proceeding, and whether the individual is confident of the interpreter's impartiality. If either of those questions are answered in the negative, further efforts shall be made by the court to acquire the services of a qualified interpreter. If those two questions are answered in the affirmative, the court should ask the interpreter whether he or she is able to interpret the proceedings. The proceedings shall continue unless the interpreter becomes unable or unwilling to satisfy the criteria for a qualified interpreter, at which time a qualified interpreter shall be obtained. The determination of whether an interpreter is qualified rests with the court.

The courts will also comply with Article 38.31 of the Texas Code of Criminal Procedure, "Interpreters for Deaf Persons."

To effectively communicate over the telephone, the court will maintain one or more "telecommunication devices for the deaf" ("TDD"), and will train administrative staff on the proper use of TDDs. Court employees may also communicate with people with hearing impairments through the state's "relay service." Through the relay service, a court employee can speak to a system operator, who then transfers those communications to the person with a hearing impairment through a TDD.

There is a Municipal Court ADA Coordinator who is available to help members of the public as well as Court judicial officers and employees who need assistance in interpreting the requirements of the ADA and this policy statement. Notice of how to contact the ADA Coordinator will be provided through pamphlets, posters, or other appropriate means.

If a person with a disability is dissatisfied with a court's proposed auxiliary aid or service, the individual may file a grievance with the ADA Coordinator. The ADA Coordinator will attempt to resolve the grievance within one week.

The City courts system shall notify individuals who are deaf or hard of hearing about the availability of auxiliary aids and services to ensure effective participation, and the procedures for securing them. The courts system shall distribute this information, for example, at the information desk, through pamphlets, posters or other appropriate means.

E X H I B I T F

THE AMERICANS WITH DISABILITIES ACT WHAT YOU SHOULD KNOW

Under the Americans with Disabilities Act of 1990, the City of Houston Municipal Courts system does not discriminate on the basis of disability in the operations of its programs, services, or activities. Moreover, the City's Municipal Courts do not discriminate on the basis of disability in its hiring or employment practices.

Here are some specific ways the Municipal Courts are implementing the ADA:

- * An ADA Coordinator has been appointed, with the responsibility of working with people with disabilities to ensure that the proper accommodations are provided.
- * Ensuring that a qualified sign language interpreter is present in court whenever necessary to ensure effective participation.
- * The courts will confer with an individual with a disability regarding the individual's preferred mode of communication (e.g., American Sign Language, Signed English or oral interpreting). The courts will give primary consideration to the requests of the individual with a disability.

Questions, concerns, or requests for additional information regarding the ADA may be forwarded to the Municipal Courts' ADA Coordinator:

[insert the person's name, title, office address, phone number, both voice and TDD, and days/hours available].

Individuals with disabilities are invited to make their needs and concerns known to the ADA Coordinator.

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December 4, 2003