

**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE VENTURA COUNTY TRANSPORTATION COMMISSION
DJ # 204-12C-493, USAO # 2018V00600**

I. BACKGROUND

1. The parties to this settlement agreement (“Agreement”) are the United States of America and the Ventura County Transportation Commission (“VCTC”).
2. The United States Attorney’s Office (“USAO”) for the Central District of California initiated an investigation of VCTC, which is responsible for the Camarillo intercity rail station (“Station”), for its compliance with Title II of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12131–12165, and its implementing regulations, 28 C.F.R. Part 35; 49 C.F.R. Parts 37 and 38 (Department of Transportation (“DOT”) regulations). Pursuant to this investigation, the USAO reviewed available information about the Station. The USAO investigation revealed that VCTC has failed to make the Station, for which it is responsible, readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.

II. JURISDICTION

3. The United States Department of Justice, of which the USAO is a component, is responsible for administering and enforcing Title II of the ADA, 42 U.S.C. §§ 12131–12165, and its implementing regulation, 28 C.F.R. Part 35 and 49 C.F.R. Parts 37 and 38.
4. The United States is authorized to investigate alleged violations of Title II of the ADA. The United States is also authorized under the ADA to determine VCTC’s compliance with Title II of the ADA and Title II’s implementing regulations, and where appropriate, to resolve the matter by informal resolution, such as through the terms of this Agreement. If informal resolution is not achieved, the United States is authorized to issue findings, and to initiate negotiations to secure voluntary compliance. 28 C.F.R. pt. 35, Subpart F. The Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action to enforce Title II of the ADA. *Id.*
5. Title II of the ADA prohibits public entities from discriminating against any individual on the basis of disability, including by excluding such individual from participation in or denying such individual the benefits of the services, programs, or activities of the public entity. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(a).
6. VCTC is a public entity within the meaning of Title II of the ADA, 42 U.S.C. § 12131(1)(C), 28 C.F.R. § 35.104, and 49 C.F.R. § 37.3. VCTC owns, and is therefore responsible for, the Station (*see* 42 U.S.C. § 12161(5)), an intercity rail station as defined by 42 U.S.C. § 12161(3).

7. The ADA requires VCTC to make all intercity rail station facilities for which VCTC is responsible readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, by July 26, 2010. 42 U.S.C. § 12162(e)(2)(A)(ii)(I); 49 C.F.R. § 37.55. Station facilities include the station structure, the platform, and any parking facility.
8. If a station facility is more than 50 percent owned by a public entity, such as VCTC, then that public entity is the “responsible person” that must make the station facility accessible. 42 U.S.C. §§ 12161(5)(A), 12162(e)(2)(A); 49 C.F.R. §§ 37.49(b), 37.55.
9. A transportation facility is readily accessible to and usable by individuals with disabilities if it meets the requirements set forth in the ADA Standards for Transportation Facilities, set out at Appendices B and D to 36 CFR part 1191, Appendix A to 49 C.F.R. Part 37 (the “DOT Standards”). 49 C.F.R. § 37.9(a). The United States assessed this facility’s compliance with the former Appendix A to 49 C.F.R. Part 37, as codified in the October 1, 2006, edition of the Code of Federal Regulations, which was the 1991 ADA Standards, 28 C.F.R. Part 36. 49 C.F.R. § 37.9(c)(1). But any identified violations shall be remedied to bring the facility into compliance with the current DOT Standards
10. VCTC has fully cooperated with the United States’ investigation. The United States and VCTC agree that it is in the parties’ best interest, and the United States believes that it is in the public interest, to resolve this investigation on mutually agreeable terms without litigation and have therefore agreed to the terms of this Agreement. Accordingly, VCTC has agreed to resolve this matter as set forth below.

] **III. INVESTIGATION**

11. The Station is located at 30 Lewis Road, Camarillo, California 93010, and serves passengers using both Amtrak's Pacific Surfliner from San Luis Obispo to San Diego and Metrolink's Ventura County Line from Los Angeles Union Station to east Ventura.
12. The Station comprises the following elements:
 - a. Station platforms located at 30 South Lewis Road in Camarillo; and
 - b. One parking lot located adjacent to the Station.
13. When the USAO reviewed available information about the Station, it identified the following: inaccessible routes from the public right-of-way, from public transit, from accessible parking, and from the passenger loading zone due to gaps and gratings, abrupt elevation changes, excessive slopes, lack of detectable warnings at pedestrian/vehicular transition areas, and/or an unmarked access aisle in the passenger loading zone; lack of detectable warnings for curb ramps; inadequate landing size for the East side platform ramp from accessible parking; lack of accessible tactile Station identification signage; and lack of accessible visual signage where lists of stations, routes, or destinations served

by the Station are provided and where other informational or directional signs are provided, among other accessibility concerns.

14. Based on its review of the Station, the United States has concluded that VCTC was not in compliance with Title II of the ADA by failing to operate the Station so that the services at the Station, when viewed in their entirety, were readily accessible to and usable by individuals with disabilities.

IV. REMEDIAL ACTIONS TO BE TAKEN BY VCTC

15. To resolve this matter, VCTC agrees to take the following steps to make the Station readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.
16. Within 180 days after the effective date of this Agreement, an Independent Licensed Architect (“ILA”) hired by VCTC as set forth in Section V shall conduct a survey of the Station. The ILA shall identify all components of the Station that are inaccessible to or unusable by individuals with disabilities in violation of Title II of the ADA, its implementing regulations, the Department of Transportation standards (“DOT Standards”).
17. Within 60 days after the ILA conducts the survey as set forth in paragraph 16 above, and in no event later than 240 days after this Agreement’s effective date, VCTC shall send the United States a list of all violations identified by the ILA. This list shall include, for each violation identified, a description of the violation, the DOT Standards at issue, and VCTC’s proposed remedial action. VCTC shall include with this list a copy of the ILA’s survey.
18. Within three years after this Agreement’s effective date, VCTC shall remedy all violations identified by the ILA in the survey conducted as set forth in paragraph 16 above. Notwithstanding the foregoing, VCTC shall remedy all issues related to directional signage no later than 1 year after this Agreement’s effective date.
19. Any future alterations or renovations undertaken at Station shall comply with Title II of the ADA and its implementing regulation, including the DOT Standards.
20. For the duration of this Agreement, the ILA will conduct annual inspections of the Station in order to ensure compliance with this Agreement. Within 30 days after each annual inspection, the ILA will complete a written report with photographs showing the remediation status of each violation identified in the survey, and will use the certification form attached to this Agreement at Attachment A to certify any violations that have been remediated (“certification of compliance”). VCTC will send copies of each completed ILA report, with supporting documentation including photographs and certifications of compliance completed in accordance with this paragraph, to the United States upon completion.

V. INDEPENDENT LICENSED ARCHITECT

21. The parties agree that VCTC shall retain an agreed upon ILA to provide technical

assistance as a subject matter expert. In the event the ILA cannot fulfill all of the duties required under this Settlement Agreement, VCTC and the United States will meet and confer within fourteen days to decide on a suitable replacement.

22. Within 30 days after the effective date of this Agreement, VCTC shall submit to the United States the name, contact information, and professional certification(s) of at least one proposed ILA.
23. Within 30 days after receiving the name(s) of the proposed ILA(s) from VCTC, the United States shall inform VCTC whether it approves or disapproves of VCTC's proposed choices. VCTC may only hire an ILA that the United States has approved through this process.
24. The ILA will be considered a subject matter expert for purposes of identifying potential violations and issuing certifications of compliance as set forth in paragraph 20. The ILA's survey as set forth in paragraph 16, and the ILA's annual reports set forth in paragraph 20 must be impartial, and their findings must be made independently of VCTC.
25. The United States may, in its discretion, provide technical assistance to the ILA or VCTC in carrying out the remedial actions set forth in paragraphs 16–20 of this Agreement.

VI. IMPLEMENTATION AND ENFORCEMENT

26. In consideration of the terms of this Agreement, the United States agrees to refrain from filing a civil suit in this matter, except as provided in paragraph 27 of this Agreement.
27. The United States may review compliance with this Agreement at any time. If the United States believes that this Agreement or any portion of it has been violated, the United States will raise its concern with VCTC and will attempt to resolve its concern with VCTC in good faith. If the United States is unable to reach a satisfactory resolution of the issue or issues within 30 days of the date it provides notice to VCTC, the United States may institute a civil action in federal district court.
28. For the purposes of the immediately preceding paragraph, it is a violation of this Agreement for VCTC to fail to comply in a timely manner with any of the requirements in this Agreement without obtaining sufficient advance written agreement with the United States for an extension of the relevant timeframe imposed by the Agreement.
29. Failure by the United States to enforce any provision of this Agreement will not be construed as a waiver of the United States' right to enforce that provision or any other provision of this Agreement.
30. This Agreement is applicable to and binding on VCTC, including its officers, agents, employees, transferees, successors, and assigns. In the event that VCTC seeks to transfer or assign ownership or responsibility for the operation of the Station, or any part of it, VCTC shall obtain the written accession of the successor or assignee to any obligations remaining under this Agreement for the remaining term of this Agreement.

31. This Agreement constitutes the entire agreement between the parties. This Agreement shall not be considered an admission of wrongdoing or liability by VCTC but is entered into to resolve a disputed claim. No other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written Agreement shall be enforceable.
32. This Agreement is not intended to remedy any other potential violations of the ADA or any other law that is not specifically addressed in this Agreement. Nothing in this Agreement changes VCTC's obligation to comply with the requirements of the ADA.
33. All notices, demands, or other communications, including reporting materials, to be provided under this Agreement shall be in writing and delivered by email or overnight delivery to the following persons and addresses (or such other persons and addresses as any party may designate in writing from time to time):

For the United States:

Katherine M. Hikida
Assistant United States Attorney
Civil Rights Section, Civil Division
United States Attorney's Office for the Central District of California
300 North Los Angeles Street, Suite 7516
Los Angeles, CA 90012
katherine.hikida@usdoj.gov

For VCTC:

Steven T. Mattas
Meyers Nave Riback Silver & Wilson
1999 Harrison Street, 9th Floor
Oakland, CA 94612
smattas@meyersnave.com

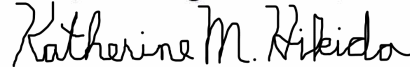
34. This is a public document and may be made available to the public by either party.
35. The effective date of this Agreement is the date of the last signature below.
36. This Agreement shall remain in effect for three years from its effective date.
37. Notwithstanding the previous paragraph, this Agreement will terminate earlier than three years if the USAO determines that VCTC has demonstrated durable compliance with the obligation to make the Station accessible to and useable by individuals with disabilities, including individuals who use wheelchairs.

[Signatures on the next page]

For the United States of America:

DATED: March 15, 2021

TRACY L. WILKISON
Acting United States Attorney
Central District of California
DAVID M. HARRIS
Assistant United States Attorney
Chief, Civil Division
KAREN P. RUCKERT
Assistant United States Attorney
Chief, Civil Rights Section, Civil Division



KATHERINE M. HIKIDA
Assistant United States Attorney
Civil Rights Section, Civil Division
United States Attorney's Office
Central District of California
300 N. Los Angeles Street, Suite 7516
Los Angeles, CA 90012
Email: katherine.hikida@usdoj.gov
Telephone: (213) 894-2285

For the Ventura County Transportation Commission:

DATED: 03-15-2021

By:



DARREN M. KETTLE
Executive Director
Ventura County Transportation Commission
950 County Square Drive, Ste. 207
Ventura, CA 93003

By:



STEVEN T. MATTAS
Meyers Nave Riback Silver & Wilson
1999 Harrison Street, 9th Floor
Oakland, CA 94612
Email: smattas@meyersnave.com
Telephone: (510) 808-2000

ATTACHMENT A

Certification of ADA Compliance

I, [insert name], in my capacity as an Independent Licensed Architect, retained by VCTC and approved by the United States, pursuant to the Settlement Agreement executed by the parties on _____ (USAO No. 2018V00600, DJ No. 204-12C-493), hereby certify to the best of my knowledge, information, and belief that the following element identified below is in compliance with the physical accessibility requirements of the Settlement Agreement and the Department of Transportation Standards as of the date shown below.

Element As Identified in List Provided to United States Pursuant to paragraph 17 of the

Settlement Agreement: _____

Description of Element: _____

Location of Element: _____

Date

Signature of Independent Licensed Architect