

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

SUSAN GOODLAXSON, JANICE JACKSON,
KEYONNA MAYO, and THE IMAGE
CENTER, on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

MAYOR AND CITY COUNCIL OF
BALTIMORE,

Defendants.

Civil Action No.: 1:21-cv-01454-JKB

CLASS ACTION

PARTIAL CONSENT DECREE

This Partial Consent Decree and Release of Claims (the “Partial Consent Decree”) is made and entered into by and between Plaintiffs Susan Goodlaxson, Janice Jackson, Keyonna Mayo, and the IMAGE Center, on behalf of themselves and a proposed Settlement Class (“Plaintiffs”) on the one hand, and the Mayor & City Council of Baltimore (the “City”) on the other hand. The City and Plaintiffs shall be referred to in this Partial Consent Decree individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Named Plaintiff Susan Goodlaxson lives in Baltimore, has a mobility disability that substantially limits her ability to walk, and uses a wheelchair for mobility due to her disability. Plaintiff Goodlaxson is a “qualified person with a disability” and a person with a “disability” within the meaning of all applicable statutes and regulations, including 42 U.S.C. § 12131(2), 28 C.F.R. § 35.108, and 29 U.S.C. § 705(20)(B).

WHEREAS, Named Plaintiff Janice Jackson lives in Baltimore, has a mobility disability that substantially limits her ability to walk, and uses a wheelchair for mobility due to her disability. Plaintiff Jackson is a “qualified person with a disability” and a person with a “disability” within the meaning of all applicable statutes and regulations, including 42 U.S.C. § 12131(2), 28 C.F.R. § 35.108, and 29 U.S.C. § 705(20)(B).

WHEREAS, Named Plaintiff Keyonna Mayo lives in Baltimore, has a mobility disability that substantially limits her ability to walk, and uses a wheelchair for mobility due to her disability. Plaintiff Mayo is a “qualified person with a disability” and a person with a “disability” within the meaning of all applicable statutes and regulations, including 42 U.S.C. § 12131(2), 28 C.F.R. § 35.108, and 29 U.S.C. § 705(20)(B).

WHEREAS, Named Plaintiff The IMAGE Center of Maryland is an independent living center located in Baltimore County that advocates and promotes independent living for all persons with disabilities living in Central Maryland. The IMAGE Center is a non-profit, consumer-controlled organization.

WHEREAS, on October 15, 2020, Plaintiffs sent the City a letter asserting that Plaintiffs and similarly situated people with mobility disabilities have been denied access to the City's pedestrian right of way because of a lack of accessible Pedestrian Walkways and curb ramps throughout the City (the "Dispute").

WHEREAS, on June 10, 2021, Plaintiffs filed their class action complaint in the United States District Court, District of Maryland, Case No. 1:21-cv-01454-JKB, alleging violations of the Americans with Disabilities Act ("ADA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504"). The City filed its Answer to Plaintiffs' Complaint on August 11, 2021.

WHEREAS, since the filing of Plaintiffs' Complaint, the Parties have engaged in extensive good faith settlement discussions, including with the assistance of Magistrate Judge Susan Gauvey, and shared relevant information regarding the Dispute. The Parties have conducted a thorough examination and investigation of the facts and law relating to the matters set forth in this Partial Consent Decree and have engaged in vigorous arms-length negotiations.

WHEREAS, the City denies that it has violated or failed to comply with the ADA or Section 504 relating to accessibility for persons with Mobility Disabilities to the City's pedestrian right of way. Neither this Partial Consent Decree nor any of its terms or provisions, nor any of the negotiation connected with it, shall be construed as an admission or concession by the City of any such violation or failure to comply with any applicable law. This Partial Consent Decree and its terms and provisions shall not be offered or received as evidence for any purpose whatsoever against the City in any action or proceeding, other than a proceeding to enforce the terms of this Partial Consent Decree.

WHEREAS, based on the extensive analysis of facts and the applicable law and taking into account the risks and uncertainties associated with litigation and the delays that may result from trial and appeals, as well as the fair, cost-effective and assured method of resolving the potential claims of the Settlement Class represented by this Partial Consent Decree, Class Counsel has concluded that this Partial Consent Decree provides substantial benefits to the Settlement Class and is fair, reasonable, and adequate and is in the best interests of Plaintiffs and the Settlement Class.

WHEREAS, the City has similarly concluded that this Partial Consent Decree is desirable to avoid the time, risk, and expense of defending protracted litigation, to fulfill its long-standing commitment to promoting and enhancing the rights of those with disabilities, to ensure compliance with laws protecting the rights of individuals with Mobility Disabilities, and to resolve potential claims of Plaintiffs and the Settlement Class.

WHEREAS, the Parties recognize, and the Court by entering this Partial Consent Decree finds, that this Partial Consent Decree has been negotiated by the Parties in good faith and will

avoid costly litigation between the Parties on the claims addressed in the Partial Consent Decree, and that this Partial Consent Decree is fair, adequate, and reasonable and in the public interest.

WHEREAS, this Partial Consent Decree will be submitted to the United States District Court for the District of Maryland for preliminary and final approval under Rule 23 of the Federal Rules of Civil Procedure, as described in Section XIII., below.

AGREEMENT

NOW, THEREFORE, before taking testimony and without adjudication or admission of any issue of fact or law and with the consent of the Parties, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, IT IS HEREBY ADJUDGED, ORDERED and DECREED as follows:

I. JURISDICTION

A. This Court has jurisdiction over the subject matter of the claims of Plaintiffs and putative class in this action pursuant to 42 U.S.C. Sections 1331 and 1343. The Court has personal jurisdiction over the Parties to this Partial Consent Decree.

B. The Court shall retain jurisdiction over this Partial Consent Decree throughout its Term for the purposes of resolving disputes arising under this Decree, entering orders modifying this Decree, or effectuating or enforcing compliance with the terms of this Decree. Nothing in this Section shall bar either Party from moving for an extension of the Term to enforce any obligations herein.

II. DEFINITIONS

For purposes of this Partial Consent Decree, the following terms have the following definitions:

A. “Accessible” with respect to the installation or modification of Curb Ramps and remediation of Pedestrian Walkways required by this Partial Consent Decree, means compliant with the applicable provisions of Title II of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, codified at 28 C.F.R. § 35.151 and 36 C.F.R. part 1191, and Appendices B and D (hereafter “2010 ADA Standards”), or any ADA standards adopted by the U.S. Department of Justice and U.S. Department of Transportation for application in the pedestrian right-of-way.

B. “Alter,” “Altered,” or “Alteration”:

1. When used in reference to work performed as part of street, roadway, or highway resurfacing, the terms Alter, Altered or Alteration refer to a facility that has undergone an alteration treatment as described in the 2013 Department of Justice/Department of Transportation Joint Technical Assistance on the Title II of the Americans with Disabilities Act Requirements to Provide Curb Ramps when Streets, Roads, or Highways are Altered through Resurfacing, found at <https://www.ada.gov/doj-fhwa-ta.htm>; <https://www.ada.gov/doj-fhwa-ta-supplement-2015.html>; and <https://www.ada.gov/doj-fhwa-ta-glossary.htm>, a true and correct copy of which is attached hereto as Exhibit A.

2. When used in reference to work performed on a Pedestrian Walkway or Existing Curb Ramp, the terms Alter, Altered or Alteration refer to any change to an Existing Pedestrian Facility that affects or could affect its usability.

C. “Best Efforts” means taking in good faith all reasonable steps to achieve an objective, and carrying the process to its logical conclusion, in light of the goal of ensuring access to Baltimore residents and visitors who have Mobility Disabilities.

D. “Capital Costs” means the direct costs that are expended on construction, design, inspection, and direct supervision of specific physical improvements to the City’s Pedestrian Walkways and Curb Ramps, and does not include operational costs that support the day-to-day activities of City departments, services or activities.

E. “Class Counsel” or “Plaintiffs’ Counsel” means collectively Disability Rights Advocates (DRA), Disability Rights Maryland (DRM), and the law firms Goldstein, Borgen, Dardarian & Ho and Fox & Robertson.

F. “Compliant” in reference to a Curb Ramp or Pedestrian Walkway designed, built or altered between March 15, 2012 and the Effective Date, means built in compliance with the 2010 ADA Standards. For a Curb Ramp or Pedestrian Walkway built or altered prior to March 15, 2012, “Compliant” means a Curb Ramp or Pedestrian Walkway that is compliant with either the 2010 ADA Standards or the 1991 Americans with Disabilities Act Standards for Accessible Design (“ADAAG”), codified at 28 C.F.R., Part 36, including Appendix A.

G. “Curb Ramp” shall have the same meaning found in 36 C.F.R. part 1191, Appendix A, § 106.5, *i.e.*, “a short ramp cutting through a curb or built up to it.”

H. “Effective Date” means the date upon which the Partial Consent Decree becomes a final judgment of the District Court presiding over this Action. In the event that any non-frivolous objection to the Settlement is filed, the Partial Consent Decree becomes effective when the time to appeal the final approval order expires without the filing of an appeal; or, if an appeal is filed, when the appeal is finally adjudicated or resolved in favor of affirming the approval of the Partial Consent Decree.

I. “Existing Curb Ramp,” or “Existing Pedestrian Walkway” for purposes of this Partial Consent Decree, means any Curb Ramp or Pedestrian Walkway constructed prior to the Effective Date.

J. “High Priority Curb Ramp Barriers” means any one or more of the following Curb Ramp conditions: (1) missing Curb Ramps; (2) Curb Ramps with less than 32 inches of clear width; (3) Curb Ramps with running slopes exceeding 10%; (4) Curb Ramps with cross slopes exceeding 4%; (5) Curb Ramps with non-flush transitions; (6) Curb Ramps with counter slopes exceeding 10%; (7) Curb Ramps with side flare slopes exceeding 12.5% where top landings are provided; (8) Curb Ramps with side flare slopes exceeding 10% where top landings are not provided; (9) Curb Ramps with gaps or vertical edges greater than 1 inch; (10) parallel Curb Ramps with bottom landings that have slopes exceeding 4%; (11) parallel Curb Ramps with top landings that have slopes exceeding 4%; (12) parallel Curb Ramps with top landings

that have running slopes exceeding 10%; or (13) Curb Ramps that project into vehicular traffic lanes Any Curb Ramp with a combination of conditions is a highest priority barrier for removal.

K. “High Priority Pedestrian Walkway Barriers” means any one or more of the following conditions: (1) cross-slopes exceeding 4%; (2) broken and/or uneven pavement in the Pedestrian Walkway resulting in gaps deeper and/or wider than 1 inch; (3) vertical or horizontal displacement or upheaval of the sidewalk or crosswalk surface resulting in changes in level greater than 1 inch (including sidewalk flags, curbs, and utility covers); (4) protruding and overhanging objects and/or obstructions that narrow the Pedestrian Walkway to less than 4 feet of accessible width exclusive of the width of the curb; and (5) sections of the Pedestrian Walkway that are narrower than 4 feet of accessible width exclusive of the width of the curb. Any Pedestrian Walkway segment with a combination of these conditions is the highest priority for removal.

L. “Install” or “Installation” means the construction of a new Accessible Curb Ramp or sidewalk within City’s pedestrian right-of-way at a location where there was no Curb Ramp or sidewalk.

M. “Mobility Disability” means any impairment or medical condition, as defined by the ADA, that limits a person’s ability to walk, ambulate, maneuver around objects, or ascend or descend steps or slopes. A person with a Mobility Disability may or may not use a wheelchair, scooter, electric personal assisted mobility device, crutches, walker, cane, brace, orthopedic device, or similar equipment or device to assist their navigation along a Pedestrian Walkway or may be semi-ambulatory.

N. “New Construction and Alterations” means all work required to be performed pursuant to 28 C.F.R. § 35.151 in conjunction with newly constructed or Altered intersections, streets roads, highways, and Pedestrian Facilities in the City during the Term of this Partial Consent Decree.

O. “Obstructions” means any fixed or moveable object or vegetation that narrows a Pedestrian Walkway to less than four feet of passable width.

P. “Pedestrian Facility” or “Pedestrian Facilities” means any portion of an intersection or street that is provided for pedestrian travel, and any Pedestrian Walkway, crosswalk, curb, Curb Ramp, walkway, pedestrian right of way, pedestrian undercrossing, pedestrian overcrossing, or other pedestrian pathway or walk of any kind, that is, in whole or in part, owned, controlled, or maintained by or otherwise within the responsibility of the City of Baltimore.

Q. “Pedestrian Walkway” means any portion of a sidewalk or other prepared exterior surface provided for pedestrian travel in the public right of way that is, in whole or in part, owned, controlled, or maintained by or otherwise within the responsibility of the City of Baltimore.

R. “Program Access Improvements” means all work performed by or on behalf of the City to bring the City’s Existing Pedestrian Facilities into compliance with the Program Access requirements of the ADA and Section 504.

S. “Remediate” or “Remediation” means the correction of an Existing non-Compliant Curb Ramp or associated Curb Ramp landings to create an Accessible Curb Ramp, or the correction of an Existing non-Complaint Pedestrian Walkway to create an Accessible Pedestrian Walkway, as applicable.

T. “Settlement Class” means the class of individuals ultimately defined and certified by a Court in this matter, which shall consist of all persons (including residents of and/or visitors to the City of Baltimore) with any Mobility Disability, who, at any time prior to court judgment granting final approval to this Partial Consent Decree have been denied full and equal access to the City’s pedestrian right of way due to the lack of a Curb Ramp or a Pedestrian Walkway or Curb Ramp that was damaged, in need of repair, or otherwise in a condition not suitable or sufficient for use.

U. “Structural Impracticability” or “Structurally Impracticable” has the same definition as under 28 C.F.R. § 35.151, *i.e.*, when the unique characteristics of terrain prevent incorporation of Accessible Curb Ramps or Accessible Pedestrian Walkways into New Construction of Pedestrian Facilities.

V. “Technical Infeasibility” or “Technically Infeasible” means instances when an Accessible Curb Ramp or Accessible Pedestrian Walkway cannot be constructed during Alterations to Existing Curb Ramps or Existing Pedestrian Walkways because of physical or site constraints.

W. “Transition Plan” means a transition plan that complies with 28 C.F.R. § 35.150(d), 45 C.F.R. § 84.22(e), and 28 C.F.R. § 41.57(c).

X. “WCAG 2.1 Level AA” means version 2.1 Level AA of the Web Content Accessibility Guidelines published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C), available at www.w3c.org/TR/WCAG21/.

III. TERM OF THE PARTIAL CONSENT DECREE AND FUTURE NEGOTIATIONS

A. The Partial Consent Decree will be in effect as of its Effective Date and shall remain in effect for 4 years from that date, unless otherwise extended by a further written agreement of the Parties.

B. If Class Counsel dispute that the City has fulfilled all of its obligations under this Partial Consent Decree, the Partial Consent Decree shall remain in effect pending the conclusion of any dispute resolution proceedings or action to enforce the Partial Consent Decree.

C. On a date 12 months before the expiration of the Term of the Partial Consent Decree, the Parties shall commence meeting and conferring to develop a plan to further Install and/or Remediate Curb Ramps and Pedestrian Walkways throughout the City’s pedestrian right of way so that all Curb Ramps and Pedestrian Walkways that are owned or controlled by the City in whole or in part will be Accessible (“Future Negotiations”).

1. As part of this meet and confer process, the City will provide Plaintiffs with all information reasonably requested regarding the implementation of any of the City's obligations under this Partial Consent Decree.

2. If the Parties have not reached agreement on this issue within 120 days of commencing the meet and confer, or if there are any disputes about the exchange of information needed for this meet and confer process, the Parties shall notify the Court and request that the Court institute further proceedings, including either litigation, negotiations with the assistance of a magistrate judge, or both.

3. Any agreement that results from these Future Negotiations shall be set forth in a further proposed Consent Decree, shall comply with any applicable requirements under Federal Rule of Civil Procedure 23(b)(2), and shall be submitted to the United States District Court for the District of Maryland for approval.

IV. ADA COORDINATOR FOR PEDESTRIAN RIGHT OF WAY

A. Throughout the Term of the Agreement, the City will appoint an ADA Coordinator for the Department of Transportation to oversee ADA Compliance within the City's right-of-way and implementation of the Partial Consent Decree. In addition, throughout the Term of the Agreement, the City will appoint an ADA Coordinator for the Pedestrian Right of Way and maintain at least two engineers who have a background in civil engineering, accessible facilities, and knowledge of up-to-date ADA accessibility standards. The City shall have final authority in hiring the ADA Coordinators and engineers.

B. Any ADA Coordinator for the Department of Transportation should have the following minimum qualifications:

1. Experience in evaluating or assisting public entities in evaluating the accessibility of facilities under Title II of the ADA and Section 504;
2. Knowledge of current federal and state disability access standards; and
3. A minimum of two years of experience related to ADA-accessible facilities.

C. The ADA Coordinator for the Pedestrian Right of Way should have the following preferred qualifications:

1. A background in civil engineering, urban planning, or architecture;
2. Knowledge of current federal and state disability access standards; and
3. Experience in evaluating or assisting public entities in evaluating the accessibility of facilities under Title II of the ADA and Section 504.

V. PEDESTRIAN WALKWAY REMEDIATION AND CURB RAMP INSTALLATION AND REMEDIATION

A. Annual Commitment for Program Access Improvements to Existing Pedestrian Walkways and Crossings

1. The City agrees to spend the following amounts of money per fiscal year throughout the Term of this Partial Consent Decree (“Annual Commitment”) on the Capital Costs to Install Accessible Curb Ramps at Existing corners of the City’s pedestrian right of way and Remediate Non-Compliant Existing Curb Ramps and Pedestrian Walkways (hereinafter collectively referred to as “Install and Remediate Existing Curb Ramps and Pedestrian Walkways”). This Annual Commitment is in addition to any amounts that may be spent to fulfill the City’s New Construction and Alterations obligations set forth in Section V.E., below.

2. The Annual Commitment is the minimum amount the City will spend each year of the Partial Consent Decree to Install and Remediate Existing Curb Ramps and Pedestrian Walkways. Nothing herein limits the City from committing more than these amounts in any of these years if it secures further additional funding to apply to Installing and Remediating Existing Curb Ramps and Pedestrian Walkways.

3. The Annual Commitment is as follows:

FISCAL YEAR	ANNUAL COMMITMENT
July 1, 2024 to June 30, 2025	\$ 8 million
July 1, 2025 to June 30, 2026	\$12 million
July 1, 2026 to June 30, 2027	\$12 million
July 1, 2027 to June 30, 2028	\$12 million

4. In addition, if in any of the Fiscal Years listed below the City receives more from the state of Maryland in Highway User Revenue funding than the City anticipated when creating its Preliminary Budget for that Fiscal Year, the City will commit the first amount of that excess, unanticipated funding to the Installation and Remediation of Existing Curb Ramps and Pedestrian Walkways as follows: In Fiscal Year 2024-25, the first \$2 million, to bring the total Annual Commitment expenditure up to \$10 million; in Fiscal Year 2025-26, the first \$500,000, to bring the total Annual Commitment expenditure up to \$12.5 million; in Fiscal Year 2026-27, the first \$500,000, to bring the total Annual Commitment expenditure up to \$12.5 million; and in Fiscal Year 2027-28, the first \$3 million of that excess, unanticipated funding, to bring the total Annual Commitment expenditure up to \$15 million. These additional contingent amounts are set forth below.

FISCAL YEAR	ANNUAL COMMITMENT	ADDITIONAL CONTINGENT AMOUNT	TOTAL POTENTIAL ANNUAL COMMITMENT
July 1, 2024 to June 30, 2025	\$ 8 million	\$2 million	\$10 million
July 1, 2025 to June 30, 2026	\$12 million	\$500,000	\$12.5 million
July 1, 2026 to June 30, 2027	\$12 million	\$500,000	\$12.5 million
July 1, 2027 to June 30, 2028	\$12 million	\$3 million	\$15 million

5. If the City does not receive enough excess Highway User Funding in any of the Fiscal Years set forth above to satisfy the entire annual contingent amount, the City will remain in compliance with this provision of the Partial Consent Decree as long as the City spends whatever amount of excess Highway User Revenue funding it actually receives that Fiscal Year, up to the amounts stated above, on Installation and Remediation of Existing Curb Ramps and Pedestrian Walkways.

6. If in any fiscal year during the Term of this Partial Consent Decree the City is unable to appropriate the funds to meet the Annual Commitment due to a recession or elimination of a significant funding source for Installation and Remediation of Curb Ramps and Pedestrian Walkways, the City shall provide Class Counsel with notice of such deficiency, and the Parties shall meet and confer about an alternative Annual Commitment for the period that will be affected by the decrease in funding, as set forth in the Dispute Resolution provision of Section XII.A, below. If the Parties cannot resolve the matter through the meet and confer process, they shall submit the matter to the Court as set forth in Section XII.B. The City shall remain compliant with the Partial Consent Decree despite its inability to meet the Annual Commitment for that fiscal year if the City agrees to an additional appropriation over the next two fiscal years that makes up for the deficiency.

B. Expenditure of Annual Commitment

1. Allocation of Annual Commitment

From July 1, 2024 to June 30, 2025, the City shall spend seventy percent (70%) of the Annual Commitment on Installing Accessible Curb Ramps at Existing corners of the pedestrian right of way and Remediating Non-Compliant Existing Curb Ramps. The City shall spend the remaining thirty percent of the Annual Commitment (30%) on Remediating Non-Compliant Existing Pedestrian Walkways. Throughout the remaining Term of this Decree, the City shall use sixty-five percent (65%) of the Annual Commitment each Fiscal Year on Installing and Remediating Existing Non-Compliant Curb Ramps and thirty-five percent (35%) on Remediating Existing Non-Compliant Pedestrian Walkways.

2. Annual Allocation for Curb Ramps

Consistent with the Allocation set forth in Section V.B.1, above, the City will spend the following amounts on Installing and Remediating Existing Curb Ramps:

FISCAL YEAR	ANNUAL COMMITMENT FOR CURB RAMPS
July 1, 2024 to June 30, 2025	\$5.6 million OR \$7 million
July 1, 2025 to June 30, 2026	\$7.8 million OR \$8.125 million
July 1, 2026 to June 30, 2027	\$7.8 million OR \$8.125 million
July 1, 2027 to June 30, 2028	\$7.8 million OR \$9.75 million

3. Annual Allocation for Pedestrian Walkways

a. As of the Effective Date of this Partial Consent Decree, the average cost to the City of Remediating Pedestrian Walkways is \$31.50 per square foot, and the average cost of Remediating curbs is \$94.50 per linear foot. The Parties agree that the cost of Remediating curbs that run adjacent to Remediated Pedestrian Walkways will be paid from the Annual Commitment, but that not all curbs adjacent to Remediated Pedestrian Walkways will need to be Remediated themselves. Accordingly, the Parties agree that the City's allocation for the Annual Commitment for Remediating Existing Pedestrian Walkways per Fiscal Year throughout the Term of this Partial Consent Decree shall be as follows:

FISCAL YEAR	ANNUAL COMMITMENT FOR PEDESTRIAN WALKWAYS
July 1, 2024 to June 30, 2025	\$2.4 million OR \$3 million
July 1, 2025 to June 30, 2026	\$4.2 million OR \$4.325 million
July 1, 2026 to June 30, 2027	\$4.2 million OR \$4.325 million
July 1, 2027 to June 30, 2028	\$4.2 million OR \$5.25 million

b. Throughout the Term of this Partial Consent Decree, the City will provide Plaintiffs with construction contracts and remediation projections for the upcoming fiscal year to apprise Plaintiffs of how the Pedestrian Walkway portion of the Annual Commitment will be spent. In addition, the City will provide Plaintiffs with post-inspection documentation of the actual costs of all Pedestrian Walkways remediated as a result of Annual Commitment expenditures.

C. Goals for Installation and Remediation of Curb Ramps

1. As of the Effective Date of this Partial Consent Decree, the average cost to the City of Installing and Remediating Curb Ramps is \$10,500 per ramp. Accordingly, the City will have a goal throughout the Term of this Decree of Installing or Remediating the following number of Accessible Curb Ramps per fiscal year ("Goal" or "Annual Curb Ramp Goal"). The

Goal may be met through a combination of work paid through the Annual Commitment, as well as New Construction and Alterations performed by the City or its contractors:

FISCAL YEAR	ANNUAL GOAL INCLUDING RAMPS INSTALLED OR REMEDIATED THROUGH ANNUAL COMMITMENT	ANNUAL GOAL INCLUDING RAMPS INSTALLED OR REMEDIATED THROUGH ANNUAL COMMITMENT WITH ANNUAL CONTINGENT AMOUNT
July 1, 2024 to June 30, 2025	533 curb ramps	667 curb ramps
July 1, 2025 to June 30, 2026	742 curb ramps	773 curb ramps
July 1, 2026 to June 30, 2027	742 curb ramps	773 curb ramps
July 1, 2027 to June 30, 2028	742 curb ramps	928 curb ramps

2. Because the benchmarks set forth above are goals and future material and labor costs cannot be predicted, the City will remain in compliance with the Partial Consent Decree if it expends the entire Curb Ramp portion of the Annual Commitment in an applicable Fiscal Year on Installing or Remediating Non-Compliant Existing Curb Ramps but misses the Goal by a maximum of six percent (6%) of the Curb Ramp Goal in that Fiscal Year. In any year that the City believes that it may not reach the Goal because of cost increases, it will provide Plaintiffs with backup data and contracts to explain such material deviations. The Parties will meet and confer about an alternative Goal. If the Parties cannot reach agreement on an alternative Goal, they will submit the matter to dispute resolution pursuant to Section XII of this Partial Consent Decree.

D. Additional Programs to Remediate Non-Compliant Existing Pedestrian Walkways

In addition to the Remediation of Existing Pedestrian Walkways that will be accomplished through the Annual Commitment, the City shall implement the following measures to achieve additional Remediation of Pedestrian Walkways:

1. Within 4 months of the Effective Date of this Decree, the City will implement a program to inspect and document the Accessibility of each of the City's Pedestrian Walkways on a 10-year cycle.

2. Within 3 months of the Effective Date of this Decree, the City will commence meetings with each of its partners (*i.e.*, utilities, other City agencies that have a role in constructing or maintaining portions of the City's thoroughfare, and private property owners) who have been responsible in whole or in part for placement or maintaining of fixed Obstructions in Pedestrian Walkways that narrow the Pedestrian Walkway to less than four feet of accessible width. Within 6 months of the Effective Date of this Decree, the City will produce

to the Plaintiffs a list with the number and locations of Obstructions in its Pedestrian Walkways, and to the extent possible the identification whether the Obstructions are owned by the City or another entity.

3. Within 12 months of producing the list of Obstructions to the Plaintiffs, the City will provide the Plaintiffs with a written plan to address removing, relocating, or creating passing zones around the street signs that are Obstructions in the pedestrian right of way.

4. Within 12 months of the Effective Date of this Decree, the City will launch a program to clear vegetation and overgrowth that create Obstructions or protrude into Pedestrian Walkways. This will include but not be limited to tree and shrub trimming and edging to keep grass and weeds from growing over the Walkways. The City will continue to implement this program throughout the Term of the Decree.

5. Within 6 months of the Effective Date of this Decree, the City's service crews in the Department of Transportation's Footways group and Maintenance Division will be trained to remove moveable Obstructions (including but not limited to trash and recycling bins, scooters and bicycles) from Pedestrian Walkways during their routine work efforts. This training will take place upon initial hire, and refresher training will be provided to all service crew members on an annual basis. The City will continue to implement this program throughout the Term of the Partial Consent Decree.

6. Within 14 months of the Effective Date of this Partial Consent Decree, the City will implement a plan to assess the need to prune or remove street trees that are Obstructions to the Pedestrian Right of Way or are causing greater than 1 inch of upheaval or displacement of the Walkway surface that cannot be remedied by horizontal grinding and assess the impact of tree removal where necessary.

7. Within 6 months of the Effective Date of this Partial Consent Decree, the City will present a proposed ordinance to the City Council for adoption to require that when real property within the City is sold or permitted for remodeling or upgrades, the property owner will Remediate the adjacent Pedestrian Walkway, if necessary, to ensure that it is Accessible. Any Remediation performed under this ordinance will be subject to the City's inspection and certification that it is Compliant.

8. Within 6 months of the Effective Date of this Partial Consent Decree, the City will commence distributing public service announcements to notify all commercial and residential real property owners in Baltimore City about their obligation to Remediate the Pedestrian Walkways adjacent to their properties. The announcements will also provide information about all grant or financial assistance programs that are available to help property owners defray the Remediation costs. This message shall be delivered through press releases, press conferences, on social media, in directed mailings, in newsletters, radio and television, on City websites, and all other methods that the Mayor's Office uses to convey information that is critical to residents' health and safety. The content of the announcements will be developed in cooperation between the Parties.

E. New Construction and Alteration Obligations

1. Obligation When Newly Constructing or Altering Roadways

Throughout the Term of the Partial Consent Decree, whenever the City, the City's contractors, or another party permitted by the City, Newly Constructs or performs an Alteration to a street, road, or highway within City right-of-way as defined in Section II.B.1, the City will Install or Remediate, or require the Installation or Remediation of, Accessible Curb Ramps where a Pedestrian Walkway adjacent to the constructed or altered street, road or highway crosses a curb and no Accessible Curb Ramp currently exists. The City's Installation or Remediation of Accessible Curb Ramps pursuant to New Construction or Alteration of streets, roads, or highways shall not count towards the City's Annual Commitment but will count toward the Annual Curb Ramp Goal.

2. Obligation When Newly Constructing or Altering Pedestrian Walkways

Throughout the Term of the Partial Consent Decree, whenever the City, the City's contractors, or another party permitted by the City constructs a new Pedestrian Walkway, or Alters a Pedestrian Walkway as defined in Section II.B.2, the City will ensure that the new or Altered Walkway is Accessible. In addition, the City will Install or Remediate, or ensure the Installation or Remediation of, Accessible Curb Ramps if and where the Altered or Newly Constructed portion of the Pedestrian Walkway crosses a curb or is adjacent to a corner where pedestrians are permitted to cross the street. The City's Installation or Remediation of Accessible Curb Ramps pursuant to New Construction or Alteration of Pedestrian Walkways shall not count towards the City's Annual Commitment but will count toward the Annual Curb Ramp Goal.

3. Obligation When Newly Constructing or Altering Curb Ramps

Throughout the Term of this Partial Consent Decree, whenever the City, the City's contractors, or another party permitted by the City Alters an Existing Curb Ramp or Installs a new Curb Ramp, the City will ensure that the Installed or Remediated Curb Ramp is Accessible. The Installation or Remediation of Accessible Curb Ramps by the City or its contractors shall not count towards the City's Annual Commitment but will count toward the Annual Curb Ramp Goal.

4. Exceptions to New Construction and Alteration Obligations

The City's obligation to Install or Remediate an Accessible Curb Ramp or Pedestrian Walkway segment shall be subject to the following exceptions:

a. Technical Infeasibility: Where the Partial Consent Decree would otherwise require the City to Install or Remediate a Curb Ramp or Pedestrian Walkway segment in connection with an Alteration, but existing physical or site constraints prohibit such Installation or Remediation, then the City shall complete any accessibility improvements within the scope of the Alteration project to the maximum extent feasible. *See* 2010 ADA Standards for Accessible Design, DOJ Technical Assistance Manual for Title II of the ADA, II-6.3100(4) (9-

12-06). Such accessibility improvements shall be performed at the same time that the Alteration project is being performed or reasonably thereafter. The City will document findings of Technical Infeasibility and make this documentation available to Class Counsel.

b. Structural Impracticability: In the rare circumstances when the unique characteristics of terrain prevent the Installation of an Accessible Curb Ramp or Pedestrian Walkway segment during New Construction, the City shall comply to the extent that is not structurally impracticable, as further described in 28 C.F.R. § 35.151(a)(2)(i). The City will document findings of Structural Impracticability and make this documentation available to Class Counsel.

c. Force Majeure: The obligations of the City with respect to Installing or Remediating Accessible Curb Ramps or Remediating Pedestrian Walkway segments at a particular location may also be postponed if the postponement is caused by or attributable to a force majeure—that is, due to acts of God, pandemic, war, government regulations (other than regulations by the City), terrorism, disaster (including power outages), strikes, civil disorder, government declared fiscal emergency, or an emergency beyond the City’s control, that make it illegal or impossible for the City to perform construction, Alteration, or repair work. Under this provision, the City’s obligations may be tolled for the period of the force majeure’s effect.

F. Program Access Obligations

In addition to the New Construction and Alteration obligations set forth above, throughout the Term of the Partial Consent Decree, the City will perform Program Access Improvements to bring its existing Pedestrian Facilities into compliance with the Program Access requirements of the ADA and Section 504. The City’s Installation or Remediation of Accessible Curb Ramps pursuant to this Program Access obligation shall count towards the City’s Annual Commitment.

The selection, timing, and location of projects for Program Access Improvements shall be determined by the City in its discretion, subject to the following priorities:

1. Program Access Improvements

Consistent with 28 C.F.R. § 35.150, all Program Access Improvements shall be prioritized in a manner that gives preference to Pedestrian Walkways and Curb Ramps that serve the following facilities in the order below:

a. City government offices and facilities that are open to the public (including the pedestrian rights of way adjacent to facilities owned and operated by the City, and the paths of travel leading from such adjacent pedestrian rights of way to the primary entrances to such facilities), including but not limited to parks, libraries, and schools;

b. Transportation corridors;

c. Hospitals, medical facilities, assisted living facilities, and other similar facilities;

d. Places of public accommodation such as commercial and business zones;

e. Facilities containing employers; and

f. Residential neighborhoods.

2. **Equity Considerations**

Within each of the prioritization criteria set forth in Section V.E.1., above, the City will further prioritize Program Access Improvements consistent with the following equity considerations, based upon land use and demographic factors throughout the City, in order to ensure that the benefits of this Partial Consent Decree are spread fairly to the City’s residents and visitors with Mobility Disabilities.

a. **Equity Priority Areas**

The City will give highest priority to Program Access Improvements in the “equity priority areas” established using Baltimore City’s Equity Composite Score and Healthy Food Priority Areas.

b. **Pedestrian Hazards**

Within the equity priority areas, the City will give priority to Program Access Improvements within the City’s “hazard density heat map,” which identifies area that are the most hazardous to pedestrians based upon the City’s crash data.

3. **Prioritization of Curb Ramp Barriers**

In addition, to the extent practicable, the City shall prioritize the Remediation of Curb Ramps that contain High Priority Curb Ramp Barriers over those Curb Ramps that do not contain High Priority Curb Ramp Barriers. Within those Curb Ramp locations that have High Priority Curb Ramp Barriers, the City shall give highest priority to Remediating missing Curb Ramps, and then any Existing Curb Ramps that have multiple High Priority Barriers.

4. **Prioritization of Pedestrian Walkway Barriers**

Also to the extent practicable, the City shall prioritize the Remediation of Pedestrian Walkways that contain High Priority Pedestrian Walkway Barriers over those that do not contain High Priority Pedestrian Walkway Barriers. Pedestrian Walkway segments that have multiple High Priority Pedestrian Walkway Barriers will be given higher priority over those that do not.

G. **Curb Ramp and Pedestrian Walkway Inspections**

Throughout the term of the Partial Consent Decree, all Curb Ramps and Pedestrian Walkways Installed or Remediated by the City, its contractors, or any other third parties acting within the City’s authority, or on its behalf, or pursuant to a permit issued by the City, shall be

Accessible Curb Ramps and Accessible Pedestrian Walkways. The City shall ensure compliance as follows:

1. The City shall require that the design and construction of all Curb Ramps and Pedestrian Walkways to be Installed or Remediated during the Term of this Partial Consent Decree be subject to the City's review and approval.
2. Within thirty (30) days of the City's Department of Transportation receiving notice of the completion of a Curb Ramp or Pedestrian Walkway, the City shall perform an initial inspection to determine whether the recently Installed or Remediated Curb Ramp or Pedestrian Walkway is Accessible ("Access Inspection"). For purposes of these Access Inspections, the City shall use a two-foot-long electronic (digital) level to measure slopes, and slopes shall be measured at their steepest point.
3. The City shall conduct a second Access Inspection of each Installed or Remediated Curb Ramp or Pedestrian Walkway prior to the expiration of the one-year warranty period applicable to that work to verify whether remains Accessible. For purposes of these Access Inspections, the City shall use a two-foot-long electronic (digital) level to measure slopes, and slopes shall be measured at their steepest point. The City shall only give approval to verified Accessible Curb Ramps and Accessible Pedestrian Walkways.
4. In the event that the City determines that any of the Curb Ramps or Pedestrian Walkways evaluated as part of the Access Inspection and approval process are not Accessible, it shall notify the entity that constructed or Remediated the Curb Ramp or Pedestrian Walkway and require its replacement within thirty (30) days of the notification.
5. Any applicable Curb Ramp or Pedestrian Walkway Installed or Remediated pursuant to this Partial Consent Decree shall count toward fulfillment of the City's Annual Commitment only after it has passed the Access Inspection and approval process.

VI. TRANSITION PLAN

- A. During the Term of this Partial Consent Decree, the City shall present an ADA Title II Transition Plan to the City for adoption. During the period before the adoption of the Transition Plan, the City must continue to fund and perform Accessible Curb Ramp and Pedestrian Walkway Installation and Remediation consistent with the obligations set forth in Section V.
- B. The Transition Plan will include a schedule for Accessible Curb Ramp and Pedestrian Walkway Installation and Remediation that is consistent with this Partial Consent Decree, including the prioritization criteria set forth in Section V.F., above. The Transition Plan shall take into account locations of planned New Construction or Alterations that trigger the obligation to construct Accessible Curb Ramps and Pedestrian Walkways.
- C. The City shall provide a draft of the Transition Plan to Class Counsel for their review and comment at least thirty (30) calendar days prior to the presentation of the Transition Plan to the City Council for adoption. The City will meet and confer with Class Counsel about comments on the Transition Plan and will give good faith consideration to such comments.

D. The City shall solicit public comment on the Transition Plan from community members who have Mobility Disabilities.

VII. PEDESTRIAN WALKWAY AND CURB RAMP ACCESS REQUEST SYSTEM

A. Throughout the Term of the Partial Consent Decree, the City shall continue to maintain a program through which requests for the Installation or maintenance of Accessible Curb Ramps and the Remediation of non-Compliant Curb Ramps and Pedestrian Walkways (“Access Request System”) may be submitted by or on behalf of people with Mobility Disabilities. Access Requests may be submitted through an easily locatable form on the City’s 3-1-1 website, 3-1-1 telephone number, or other electronic format. The 3-1-1 website shall comply with WCAG 2.1 Level AA. The request (whether online or as a list of questions on the 3-1-1 telephone) form or script will require the following information: (i) the requestor’s name, address and other contact information; (ii) a statement that the requestor is a person with a Mobility Disability or is making the request on behalf of a person with a Mobility Disability; (iii) the location of the requested Pedestrian Walkway segment or Curb Ramp; and (iv) the method preferred by the requestor to receive the City’s response to the Access Request (*e.g.*, by telephone, text message, electronic mail, or standard mail).

B. The City shall continue to document receipt of each Access Request, assign each request a specific identification number (or other identifying information), and log the request into a software program or other electronic database that records the requestor’s name and contact information, the date of the request, and the location of the requested Curb Ramp Installation, or Curb Ramp or Pedestrian Walkway Remediation or maintenance. The City’s program shall continue to immediately notify the requestor that their request has been received and provide the requestor with the identification number or other identifying information assigned to the request and notify the requestor that the request will be investigated within sixty (60) days of receipt. The notice shall also provide the requestor with the name and contact information for the City representative that they may contact for further information.

C. The City will investigate each request within sixty (60) days of its submission. Within ten (10) days of completing the investigation, the City will provide the requestor with information about when the City estimates that the requested Installation, Remediation, or maintenance will be completed. The City shall use Best Efforts to Install each requested Curb Ramp or Remediate each identified non-Compliant Pedestrian Walkway segment or Curb Ramp within nine months of the submission of the request.

D. In any such circumstance where the Installation of an Accessible Curb Ramp would be Structurally Impracticable, or Remediation of a requested Pedestrian Walkway segment or Curb Ramp pursuant to the City’s Access Request System would be Technically Infeasible, the subject Pedestrian Walkway segment or Curb Ramp shall be made Accessible to the maximum extent feasible, and physical or site constraints shall be addressed by alternative designs that meet applicable federal and state Access standards. If the City determines that Installation of a requested Curb Ramp or Remediation of a Curb Ramp or Pedestrian Walkway segment is Technically Infeasible or Structurally Impracticable, the City shall notify the requestor that the facility shall be made Accessible to the maximum extent feasible. The City

will document findings of Technical Infeasibility and Structural Impracticability and make that finding and the basis for it available to Class Counsel.

E. Through the Term of this Partial Consent Decree, the City shall maintain a website, or an equivalent manner of electronic communication to the general public, which describes the methods for making Access Requests and the process and timeline for fulfilling those Requests. The webpage(s) describing the Access Request System shall, at a minimum, be available from an easily findable location on the Baltimore City website homepage. All pages and content that are part of the Access Request System shall comply with WCAG 2.1 Level AA.

F. The City's Remediation of Existing Curb Ramps or Installation of Accessible Curb Ramps pursuant to the Access Request System shall count towards the City's Annual Commitment.

VIII. TEMPORARY ACCESSIBLE ROUTES

Throughout the Term of the Partial Consent Decree, whenever the City, the City's contractors, or any other party acting within the City's authority, on its behalf, or pursuant to a permit issued by the City newly constructs or Alters Pedestrian Facilities, or conducts Program Access Improvements or adjacent construction projects that obstruct the pedestrian right of way, the City shall ensure that Accessible temporary routes are provided through and around such projects with appropriate signage directing persons with Mobility Disabilities to such Accessible temporary routes.

IX. MAINTENANCE

A. Throughout the Term of the Partial Consent Decree, the City shall maintain all Accessible Curb Ramps and Pedestrian Walkways over which it has responsibility, ownership, and control so that those facilities are readily accessible to and usable by persons with Mobility Disabilities, except for isolated or temporary interruptions in access due to maintenance or repairs. Prior to the Effective Date, the City will develop and provide to Class Counsel a draft policy and procedure for maintaining Accessible Curb Ramps and Pedestrian Walkways for Class Counsel's review and comment. The policy and procedure will specifically instruct City personnel on the types of work on Pedestrian Facilities that constitute Alterations versus maintenance activities. Class Counsel will provide the City with any written comments on the draft policy and procedure within forty-five (45) days of receipt. The City will meet and confer with Class Counsel about their comments on the policy and procedure and will give good faith consideration to such comments. The final policy and procedure will be attached as an Exhibit to this Partial Consent Decree.

B. In circumstances where Accessible Curb Ramps or Pedestrian Walkways are not available due to construction, maintenance, or repairs, the City shall provide an alternative temporary Accessible route.

C. Throughout the Term of the Partial Consent Decree, the City will engage in an annual public initiative to educate the public regarding the necessity for timely removal of snow and other debris from Curb Ramps and from Pedestrian Walkways that provide access to bus

stops and other public transportation stations. The City will also use Best Efforts to ensure timely removal of such snow and debris.

D. Throughout the Term of the Partial Consent Decree, the City will promptly respond to and investigate complaints made through the City's 3-1-1 system that concern puddles of water forming on Curb Ramp landings. Within thirty days of receiving the complaint, the City will confirm whether the Curb Ramp is non-Compliant. Any such complaint regarding a Curb Ramp that the City determines is non-Compliant will be treated as an Access Request subject to the terms of Section VII above and prioritized in accordance therewith.

X. PEDESTRIAN FACILITIES ASSET MANAGEMENT DATABASE

A. The City shall maintain a database of Pedestrian Facilities within the City that identifies and tracks the conditions of aspects of the Pedestrian Facilities, including Curb Ramps and Pedestrian Walkways. Throughout the Term of the Partial Consent Decree, the City shall provide Class Counsel with requested information from the City's asset management database(s) or equivalent databases upon Plaintiffs' reasonable request, which may include a sample or samples of the database(s) of information that is maintained by the City. The information should be provided in .csv format or in such other searchable/sortable electronic format as the Parties mutually agree upon.

B. The Pedestrian Facilities Asset Management Database shall include, at minimum, the following information:

1. For Curb Ramps:
 - a. Whether the Curb Ramp is a parallel ramp, a perpendicular ramp, a diagonal ramp, or a combination ramp;
 - b. The Curb Ramp position (*e.g.*, diagonal or unidirectional, and if unidirectional, which direction);
 - c. The maximum running slope and cross slope of each run within the Curb Ramp;
 - d. The width of each run within the Curb Ramp;
 - e. The maximum slope in any direction of the Curb Ramp's top landing;
 - f. Whether the length and width of the clear space within the four-foot square area at the Curb Ramp's top landing are compliant based on the 2010 ADA Standards for Accessible Design, as well as the surface condition of that four-foot square area;
 - g. Whether the Curb Ramp has side-flares, and if so, the slope of each;
 - h. The existence and condition of any detectible warnings;

- i. The gutter slope at the bottom transition of the Curb Ramp;
 - j. The counter-slope of the four-foot square area extending into the street from the bottom transition of the Curb Ramp;
 - k. The existence of any lip (*i.e.*, abrupt change of elevation) at the bottom landing of the Curb Ramp;
 - l. Whether the four-foot lower landing of the Curb Ramp (*i.e.*, the four-foot square extending into the street from the bottom transition of the ramp) is entirely within any striped crosswalk; and
 - m. The existence of any objects or barriers within the path of travel at the top landing, within the Curb Ramp, or at the bottom landing, including utility or signal poles, hydrants, storm drains, trees, electrical boxes, benches, trash receptacles, etc.
 - n. Raised Traffic Islands, the existence of raised traffic islands without a level cut-through or without Curb Ramps.
2. For Pedestrian Walkways:
- a. The maximum cross-slope;
 - b. The minimum accessible width;
 - c. Broken and/or uneven pavement deeper and/or wider than 1 inch;
 - d. Vertical or horizontal displacement or upheaval of the Pedestrian Walkway or crosswalk surface greater than 1 inch (including Pedestrian Walkway flags, curbs, and utility covers); and
 - e. The existence of any protruding or overhanging objects, or obstructions that narrow the Pedestrian Walkway to less than four feet of accessible width.

XI. ANNUAL REPORTING AND MONITORING

A. Data from Pedestrian Right of Way Survey: Within 10 days execution of the Partial Consent Decree, the City will provide Class Counsel with the results of the Cyclomedia survey of the City's pedestrian right of way that was conducted in 2023, along with the cross-checks or changes in the survey data's measurements the City made as a result of its verification of the Cyclomedia data. During the Term of the Partial Consent Decree, the City will provide Class Counsel with the results of each subsequent stage of Cyclomedia's survey of the pedestrian right of way and the City's verification of or changes to the results within 30 days of the City's verification of those results.

B. Annual Reporting: On an annual basis, the City will provide a written Annual Report to Class Counsel regarding the status of the City's compliance with the terms of the Partial Consent Decree by each of the City's fiscal years. The Annual Report shall be due to

Class Counsel six months after the close of the applicable fiscal year. The Annual Report shall include the following detailed information:

1. The number of Accessible Curb Ramps Installed and/or Remediated and square footage of Pedestrian Walkways Remediated during the reporting year; the locations of those Curb Ramps and Pedestrian Walkways; and the number and locations of Accessible Curb Ramps Installed and/or Remediated and the location and square footage of Pedestrian Walkways Remediated via the Access Request System.

2. Detailed information demonstrating the total and average unit cost of each Installed Curb Ramp, Remediated Curb Ramp, and square foot of Remediated Pedestrian Walkways performed by the City, its contractors, or third parties, the source of funding for that Installation/Remediation (*i.e.*, Annual Commitment, private party, non-City public entity or agency, or other third party, other New Construction or Alterations), and, if from the Annual Commitment, the total and average per unit amount of Annual Commitment funding spent on each Accessible Curb Ramp and square foot of Pedestrian Walkway Installed or Remediated during the reporting year. The average cost information shall include a breakdown of the net construction costs, construction contingency, design, construction management and inspection, and administration costs for each Curb Ramp and each square foot of Pedestrian Walkway and curb (if applicable). Links to view the design data, measurements taken as part of the second Access Inspection after completion of Installation or Remediation of the Curb Ramps and Pedestrian Walkways as set forth in Section V.G, and photographs, and sign-offs for each Curb Ramp and Pedestrian Walkway.

3. Documentation, including photographs, demonstrating for a sampling of Curb Ramps and Pedestrian Walkways how measurements were taken in order to evaluate compliance with applicable standards.

4. Documentation demonstrating locations where Curb Ramps and Pedestrian Walkways have been Installed or Remediated to the maximum extent feasible, or were not Installed due to Technical Infeasibility or Structural Impracticability.

5. Documentation showing the number of Curb Ramps or Pedestrian Walkways subject to a request under the Pedestrian Walkway and Curb Ramp Access Request System and respective response timelines from notification of receipt through the time of Installation or Remediation.

6. Documentation of all inspections of Pedestrian Walkways and Curb Ramps Installed or Remediated as part of the City's Annual Commitment during the reporting year, including whether any Pedestrian Walkways or Curb Ramps were deemed not to be Accessible and if so, whether such Pedestrian Walkways or Curb Ramps were corrected; and including measurements of each of the features listed in Section XI.B.1 & 3, above.

7. Documentation of all requests for funding that the City submits to other governmental agencies for financial assistance for work on City streets, roadways, Pedestrian Walkways, and/or Curb Ramps, and the agencies' responses thereto.

8. Documentation of all financial assistance that the City receives from any other governmental agency for performing work on City streets, roadways, Pedestrian Walkways, and/or Curb Ramps.

9. Documentation of all City budgetary requests and appropriations for performing work on City streets, roadways, Pedestrian Walkways, and/or Curb Ramps.

C. Within forty-five (45) calendar days of the City's issuance of the Annual Report to Class Counsel, if so needed, Class Counsel may request to meet with the City via telephone or videoconference, or if reasonable, in person, to discuss the City's efforts to implement the Partial Consent Decree and attempt to resolve any disputes. Class Counsel may request additional documentation to support the Annual Report, such as photographs demonstrating how particular measurements were taken at particular Curb Ramps or Pedestrian Walkways identified in the Annual Report.

D. **Monitoring:** Throughout the term of the Partial Consent Decree, the City shall notify Class Counsel of any changes to the City's drawings and/or designs regarding Accessible Curb Ramps or Pedestrian Walkways. Plaintiffs and Class Counsel may also inspect work being done in the City's Pedestrian Facilities in order to monitor compliance with the Partial Consent Decree. Additionally, as set forth above, the City will provide requested information from its relevant asset management database(s) to Class Counsel for their review upon reasonable request.

XII. DISPUTE RESOLUTION

A. If any Party believes that a dispute exists relating to any violation of or failure to perform any of the provisions of this Partial Consent Decree, it shall notify the other Party in writing and describe the alleged violation or failure to perform with particularity. The Party alleged to have committed the violation or failure to perform shall provide a written response within ten (10) business days of receipt of such notice, and shall have a period of thirty (30) days to cure the alleged violation or failure to perform. In the event the alleged violation cannot reasonably be cured within thirty (30) days, the Parties shall meet and confer to attempt to agree on an appropriate period of time required to cure the alleged violation or failure to perform. If the Party alleging a violation or failure to perform maintains that the violation or failure to perform has not been cured, the Parties shall meet and confer, in person or by telephone, and attempt to resolve the dispute on an informal basis for a period of at least thirty (30) days.

B. If the Parties are unable to resolve a dispute regarding either Party's performance under the Partial Consent Decree through the process described in the prior sub-section, either Party may provide the other with written notice of its intent to enforce the Partial Consent Decree. Thereafter, either Party may file a motion with the District Court to enforce the Partial Consent Decree.

C. The terms of this Partial Consent Decree shall be construed pursuant to the laws of the State of Maryland with respect to principles of common law contract interpretation, and in accordance with the substantive law of Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as applicable.

XIII. SETTLEMENT APPROVAL PROCESS

A. This Partial Consent Decree will be subject to approval by the District Court. However, nothing in this Partial Consent Decree will be deemed to authorize the District Court to change or modify any of its terms. Any change, modification or rejection of any of the provisions of this Partial Consent Decree by the District Court or any other court will constitute a material modification of this Partial Consent Decree, will prevent the Judgment from becoming final, and will give any Party the right to terminate this Partial Consent Decree in its entirety.

B. Within ten (10) days of circulating the fully executed Partial Consent Decree, the Parties will jointly move the court for preliminary approval of this Partial Consent Decree, certification of the Settlement Class as defined in Section II.T of this Partial Consent Decree under Federal Rule of Civil Procedure 23(b)(2) and (e), appointment of Class Counsel and Plaintiffs to represent the Settlement Class, and approval of the form and content of notice (substantially in the form attached to this Partial Consent Decree as Exhibit B), a plan for distribution of notice to the Settlement Class, and a stay of proceedings. Along with their joint motion for preliminary approval, the Parties will submit the proposed Preliminary Approval Order attached to this Partial Consent Decree as Exhibit C (the "Preliminary Approval Order."). Alternatively, Plaintiffs may file the motion for preliminary approval, which the City agrees not to oppose.

C. Within ten (10) days of the filing of the motion for preliminary approval of this Partial Consent Decree, the City will cause Notice of the Settlement and other required documentation to be provided to the Attorneys General of the United States and Appropriate State Officials, U.S. Department of Justice and attorneys general of relevant states as required by Section 1715 of the Class Action Fairness Act of 2005 (28 U.S.C. § 1715). The City will pay the costs of that notice.

D. The Parties agree that the Settlement Class will be certified in accordance with the standards applicable under Rule 23(b)(2) of the Federal Rules of Civil Procedure and that, accordingly, no Settlement Class member may opt out of any of the provisions of this Partial Consent Decree.

E. Following the District Court's issuance of the Preliminary Approval Order, the Parties will circulate the Notice of Settlement, advising the members of the Settlement Class of the terms of the proposed Partial Consent Decree and their right to object to the proposed Partial Consent Decree. This Notice will be published as follows:

1. Within thirty (30) days after the District Court has issued the Preliminary Approval Order, the City will cause Notice of the Settlement to be published once each week for four (4) consecutive weeks in The Baltimore Sun, The Baltimore Banner and The Daily Record. The City will also cause Notice of the Settlement to be published in additional publications as the District Court may order.

2. The Notice will include the terms required by the District Court, which are anticipated to be as follows: (i) a brief statement of the *Goodlaxson* Action, the settlement embodied in this Partial Consent Decree, and the claims of Settlement Class members that are

being stayed; (ii) the date and time of the fairness hearing and/or final approval hearing of the proposed Partial Consent Decree; (iii) the deadline for submitting objections to the proposed Partial Consent Decree; and (iv) the web page, address, and telephone and fax numbers that may be used to obtain a copy of the Partial Consent Decree. The City will pay the costs for the publication of the Notice.

3. Within twenty (20) days after the District Court has issued the Preliminary Approval Order, the City will cause a copy of the Notice of Settlement to be posted and remain posted on the City's official website (www.baltimorecity.gov) for four (4) consecutive weeks. The website will also make a copy of the Notice of Settlement available in English, Spanish, and Korean, and in an accessible electronic format that can be recognized and read by software commonly used by individuals with visual impairments to read web pages. All pages or content on these websites that are part of the process for accessing the information in the Notice of Settlement will comply with WCAG 2.1 Level AA. The City will pay the costs for the publication of the Notice.

4. Within ten (10) days after the District Court has issued the Preliminary Approval Order, Class Counsel will cause a copy of the Notice of Settlement to be provided (via email or U.S. Mail) to the organizations listed on Exhibit D to this Partial Consent Decree.

5. Within twenty (20) days after the District Court has issued the Preliminary Approval Order, each firm making up Class Counsel will post on its website a copy of the Notice of Settlement in English, Spanish, and Korean, and in an accessible electronic format that can be recognized and read by software commonly used by individuals with visual impairments to read web pages. In addition, the websites will provide information about how Settlement Class Members may obtain a copy of the Partial Consent Decree. All pages or content on the websites that are part of the process for accessing the information in the notice will comply with WCAG 2.1 Level AA.

F. Prior to the fairness hearing, and as directed by the District Court, Plaintiffs will file a motion for an award of attorneys' fees, costs, and expenses, and service awards to Plaintiffs consistent with the terms of this Partial Consent Decree. Plaintiffs' motion will seek service awards to Plaintiffs of no more than \$10,000 each (as set forth in Section XIV, below). The Parties will also file a joint motion requesting that the District Court schedule and conduct a fairness hearing to decide whether the Court will grant final approval of the Partial Consent Decree and stay proceedings, as set forth below.

G. Prior to the fairness hearing, the Parties will jointly move for a Final Approval Order (substantially in the form as attached to this Partial Consent Decree as Exhibit E) providing for: (i) final approval of this Partial Consent Decree as fair, adequate, and reasonable; (ii) final certification of the Settlement Class for settlement purposes only; (iii) final approval of the form and method of notice of the Partial Consent Decree to the Settlement Class; (iv) final approval of the appointment of Class Counsel for the Settlement Class; (v) final approval of the appointment of Plaintiffs as representatives of the Settlement Class; (vi) a stay of proceedings pending the completion of the Partial Consent Decree's Term; (vii) final approval of an order that the Plaintiffs and Settlement Class members will be enjoined and barred from asserting any of the Stayed Claims (as defined in Section XVI.A, below) against the City following entry of

the Final Approval Order and up to and including the completion of the Term; (viii) the Parties and all members of the Settlement Class to be bound by the Partial Consent Decree; and (ix) the District Court's retention of jurisdiction over the Parties to enforce the terms of the Partial Consent Decree throughout its Term.

H. Members of the Settlement Class will have an opportunity to object to the proposed Partial Consent Decree but may not opt-out. The Parties will request that the District Court order the following procedures for assertion of objections, if any, to the Partial Consent Decree:

1. Any Settlement Class member may object to this Partial Consent Decree by filing, within sixty (60) calendar days of the commencement of the issuance of the Notice to the Settlement Class, written objections with the District Court, with a copy of such objections served concurrently on Class Counsel by messenger delivery, FedEx or other overnight carrier delivery, or First Class U.S. Mail delivery; and/or by appearing at the Court's fairness hearing and speaking to the Court.

2. With respect to any and all objections to this Partial Consent Decree received by Class Counsel, Class Counsel will provide a copy of each objection to counsel of record for the City, by messenger delivery or electronic-mail delivery, within two (2) court days after receipt of such objection.

3. Responses by Class Counsel and/or the City to any timely-filed objections may be filed with the District Court no less than five (5) days before the fairness hearing, or as otherwise ordered by the Court.

I. The Parties will take all procedural steps regarding the fairness hearing that may be requested by the District Court and will otherwise use their respective Best Efforts to consummate the settlement embodied in this Partial Consent Decree, and to obtain final approval of this Partial Consent Decree.

J. The Parties agree that, upon final approval, the District Court shall have continuing jurisdiction to resolve any Dispute regarding compliance with this Partial Consent Decree that cannot be resolved through the Dispute Resolution Process set forth in Section XII herein, and to rule on Plaintiffs' motion for reasonable attorneys' fees, costs, and expenses, and application for service awards. Also upon final approval, the District Court will administratively close the case, which may be reopened upon a motion or request by either party as set forth in Section XVI.A.2, below.

K. The City will not assert that the District Court lacks jurisdiction to enforce the terms of this Partial Consent Decree or raise any jurisdictional defense to any enforcement proceedings permitted under the terms of this Partial Consent Decree.

L. Should this Partial Consent Decree not receive final approval by the District Court for any reason, or should this Partial Consent Decree not become final for any reason in accordance with its terms: (i) this Partial Consent Decree will be null and void and of no force and effect; (ii) nothing in this Partial Consent Decree will be deemed to prejudice the position of any of the Parties with respect to any matter; and (iii) neither the existence of this Partial Consent

Decree, nor its contents, will be admissible in evidence, referred to for any purpose in any litigation or proceeding, or be deemed an admission by the City of any fault, wrongdoing, or liability.

M. This Partial Consent Decree, upon final approval, will be binding upon the City, Plaintiffs, and all Settlement Class members and, to the extent specifically set forth in this Partial Consent Decree, upon Class Counsel and will constitute the final and complete resolution of all issues addressed herein.

XIV. NAMED CLAIMANT PAYMENTS

In exchange for the Release of Claims set forth in Section XVI, below, and for all services rendered to the Settlement Class, and conditioned upon the District Court granting final approval of the Partial Consent Decree as well as Plaintiffs' application for service awards to Plaintiffs Goodlaxson, Jackson, Mayo and Image Center in the amounts set forth in this Section, within thirty (30) days of the Effective Date, the City will pay each of the Named Plaintiffs \$10,000.00. This payment shall be in full and final settlement of Plaintiffs' claims that are being released in Section XVI, below.

XV. REASONABLE ATTORNEYS' FEES, EXPENSES AND COSTS

A. Attorneys' Fees, Costs, and Expenses Up to the Effective Date

The City agrees that for the purpose of awarding attorneys' fees, costs, and expenses, Plaintiffs are to be considered the prevailing parties in the entry of this Partial Consent Decree. Plaintiffs' Counsel are entitled to an award of reasonable attorneys' fees, costs, and expenses incurred for work performed through the Effective Date, the amount of which will be determined by the District Court. Within thirty (30) days of the Effective Date, and conditioned upon the District Court's granting final approval of this Partial Consent Decree and issuance of an order on Plaintiffs' application(s) for an award of attorneys' fees, costs, and expenses, the City shall deliver payment to Plaintiffs' Counsel for the full amount of their reasonable attorneys' fees, costs, and expenses awarded by the District Court in connection with this matter incurred up to the Effective Date. No additional amounts shall be owed to Plaintiffs or their Counsel in attorney's fees, expenses, or costs for time or expenses incurred up to the Effective Date.

B. Attorneys' Fees, Costs, and Expenses for Implementing the Partial Consent Decree

Subject to the following terms, the City shall pay Plaintiffs' Counsel their reasonable attorneys' fees, costs, and expenses incurred between the Effective Date and the expiration of the Term of Partial Consent Decree for performing all work reasonably necessary to monitor, implement, and administer the Partial Consent Decree, and perform other tasks described below.

1. No later than thirty (30) days after the first anniversary of the Effective Date, and annually thereafter during the Term of the Partial Consent Decree, Plaintiffs' Counsel shall submit to the City a statement of reasonable attorneys' fees, costs, and expenses incurred during the prior 12-month period for performing all work reasonably necessary to monitor, implement, and administer the Partial Consent Decree, subject to a maximum amount of

\$100,000 per year for the first through third years of this Partial Consent Decree (“Annual Monitoring Fees Cap”). Plaintiffs’ Counsel shall not seek more than \$25,000 per year in attorneys’ fees for the limited tasks of reviewing the Annual Report and having one or more telephonic conferences totaling fewer than four hours. The rates charged by Plaintiffs’ Counsel shall be the rates approved by the District Court in connection with an award of fees and costs pursuant to Section XV.A above, adjusted annually based on the Consumer Price Index in the Baltimore-Columbia-Towson area starting from 2024 dollars. This cap does not include fees and costs incurred for enforcing the Partial Consent Decree, which are subject to the provision of Section XV.C., below.

2. Plaintiffs’ Counsel shall move the Court for the attorneys’ fees, costs, and expenses that Plaintiffs’ Counsel incur in the fourth year of this Partial Consent Decree for monitoring, implementing, and administering the Partial Consent Decree, engaging in Future Negotiations, and preparing and submitting for Court approval any further agreement of the Parties. The City agrees that for purposes of that motion as well, Plaintiffs are to be considered the prevailing parties and that Plaintiffs’ Counsel are entitled to an award of reasonable attorneys’ fees, costs, and expenses incurred for that work.

C. Attorneys’ Fees, Costs, and Expenses for Dispute Resolution

In the event either Party finds that it is necessary to seek resolution of a dispute through a motion for enforcement before the District Court, the prevailing party shall be entitled to reasonable attorneys’ fees, costs, and expenses in accordance with the standards of the Americans with Disabilities Act and *Christiansburg Garment Co. v. EEOC*, 434 U.S. 412, 421-22 (1978) for all time, costs, and expenses reasonably incurred pursuing their position in the dispute under Section XII.

D. Attorneys’ Fees, Costs, and Expenses to Defend Against Frivolous Objections

In the event that a Settlement Class member files an objection to the Partial Consent Decree that the District Court overrules and finds frivolous, the Settlement Class member then takes an appeal from that ruling, and Plaintiffs’ Counsel assist the City with defending the Decree on appeal, the City shall not contest Plaintiffs’ Counsel’s entitlement to seek payment of their reasonable attorneys’ fees, expenses and costs incurred in assisting the City with that defense, although the City may contest the amount of attorneys’ fees, expenses and costs that Plaintiffs request.

XVI. STAY/RELEASE OF CLAIMS

A. Stay of Class Claims

1. On the Effective Date, and in consideration for the City’s commitments set forth in the Partial Consent Decree, the Parties shall request that the District Court stay the claims of all Plaintiffs and Settlement Class Members for injunctive, declaratory, or other non-monetary relief, however described, that were brought or could have been brought relating to or arising from any of the City’s alleged actions, omissions, incidents, or conduct related to the Accessibility of Curb Ramps and Pedestrian Walkways in the City’s pedestrian right of way at any time prior to the Effective Date and through the end of the Term of this Partial Consent

Decree (the “Stayed Claims”). The Stayed Claims shall not include any claims to enforce the terms of the Partial Consent Decree, any claims for relief arising from the City’s violation of any term of the Partial Consent Decree, or any claims related to monetary damages, personal injuries, or property damage.

2. This Stay will be in effect during the pendency of this Partial Consent Decree, and the case will remain on the Court’s inactive docket (or administratively closed) until reactivated by either party by way of any of the following: a) a motion to enforce the Partial Consent Decree, as set forth in Section XII.B., above, b) a motion to approve any further settlement that the Parties may enter into as a result of the Future Negotiations set forth in Section III, above, or c) a request by either party to re-open litigation if, at the end of the 120 day negotiation period that will take place during the 12 months prior to the expiration of the Term of this Partial Consent Decree as set forth in Section III, the Parties have failed to reach a further agreement for Installation and Remediation of Curb Ramps and Pedestrian Walkways throughout the City’s pedestrian right of way.

B. Named Plaintiff Release of Claims

The Named Plaintiffs will, upon the Effective Date, fully and finally release, acquit, and discharge the City from any and all claims, allegations, demands, charges, complaints, actions, arising at any time prior to the Effective Date for monetary relief relating to or arising from any of the City’s alleged actions, omissions, incidents, or conduct related to the Accessibility of Curb Ramps and Pedestrian Walkways in the City’s pedestrian right of way.

XVII. MEDIA COMMUNICATIONS REGARDING

The Parties shall negotiate a joint press release to announce the Partial Consent Decree at the time that it is submitted for preliminary approval to the District Court.

XVIII. MISCELLANEOUS PROVISIONS

A. Drafting of this Consent Decree

The Parties acknowledge and agree that this Partial Consent Decree shall for all purposes be deemed jointly drafted and fully-negotiated, and as a result, shall not in any manner be interpreted in favor of, or against, any particular Party by reason of being the drafting Party. Any rule of law that would require interpretation of any ambiguities or uncertainties in this Partial Consent Decree against one of the Parties, shall have no application and is hereby expressly waived.

B. Voluntary Agreement

Each of the Parties represents, warrants, and agrees that they have read this Partial Consent Decree carefully and know and understand its contents, that this Partial Consent Decree has been voluntarily entered into, that they have received independent legal advice from their attorneys with respect to the advisability of executing this Partial Consent Decree, and that any and all investigation and analysis of the facts deemed necessary or desirable have been conducted prior to the execution of this Partial Consent Decree.

C. Authority

Each of the Parties represents, warrants, and agrees that they have the full right and authority to enter into this Partial Consent Decree, and that the person executing this Partial Consent Decree has the full right and authority to commit and bind such Party.

D. Paragraph Headings

The headings, or lack thereof, preceding each of the paragraphs in this Partial Consent Decree are for convenience only, and shall not be considered in the Partial Consent Decree's construction or interpretation.

E. Counterparts

This Partial Consent Decree may be executed by the Parties in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same Partial Consent Decree.

F. Notices

For Plaintiffs:

Linda M. Dardarian
Ginger L. Grimes
GOLDSTEIN, BORGES, DARDARIAN & HO
155 Grand Avenue, Suite 900
Oakland, CA 94612
510-763-9800

Timothy Fox
FOX & ROBERTSON
1 Broadway Suite B205
Denver, CO 80203
303-951-4164

Gabriel Rubenstein
DISABILITY RIGHTS MARYLAND
1500 Union Avenue, Suite 2000
Baltimore, MD 21211
410-727-6352

Jinny Kim
Madeleine Reichmann
DISABILITY RIGHTS ADVOCATES
655 3rd Avenue, 14th Floor
New York, NY 10017
212-644-8644

For the Mayor and City Council of Baltimore:

Stephen Salisbury
BALTIMORE CITY LAW DEPARTMENT
100 N. Holliday Street, Suite 101
Baltimore, MD 21202

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Partial Consent Decree on the dates set forth opposite their respective signatures.

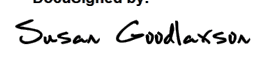
EXECUTED by the Parties as follows:

Dated: 11/04/2024

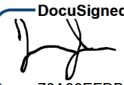
THE MAYOR AND CITY COUNCIL OF
BALTIMORE

By: 
Ebony Thompson
Acting City Solicitor

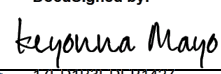
Dated: 10/15/2024

DocuSigned by:
Susan Goodlaxson
By: 
CE129C2A46A5458...
Susan Goodlaxson

Dated: 10/16/2024

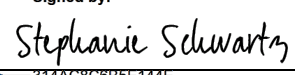
DocuSigned by:
By: 
70A00EFDB2AD476...
Janice Jackson

Dated: 10/16/2024

DocuSigned by:
By: 
17ED1B3EDED1427...
Keyonna Mayo

Dated: 10/16/2024

THE IMAGE CENTER

Signed by:
By: 
314AC8C8B5E144E...
Stephanie Schwartz

APPROVED AS TO FORM:

Dated: 10/15/2024

GOLDSTEIN BORGEN DARDARIAN & HO

Signed by:
By: 
F873B1302C514BD...
Linda M. Dardarian
Ginger L. Grimes
Attorneys for Plaintiffs

Dated: 10/15/2024

FOX & ROBERTSON

Signed by:
By: 
2360394735BC472...
Timothy Fox
Attorneys for Plaintiffs

Dated: 10/16/2024

DISABILITY RIGHTS MARYLAND

Signed by:
By: 
5BE3231CB9F54A3...
Gabriel Rubenstein
Attorneys for Plaintiffs

Dated: 10/15/2024

DISABILITY RIGHTS ADVOCATES

Signed by:
By: 
104D099F4AE1436...
Jinny Kim
Madeleine Reichmann
Attorneys for Plaintiffs

Dated:

NELSON MULLINS

By: 
Thurman Zollicoffer
Attorneys for the City of Baltimore