

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE**

**GEORGE LANE, BEVERLY JONES, ANN)
MARIE ZAPPOLA, DENNIS CANTREL,)
RALPH E. RAMSEY, Sr., and)
A. RUSSELL LARSON,)**

Plaintiffs,)

v.)

**STATE OF TENNESSEE and its political)
subdivisions, POLK COUNTY, BLEDSOE)
COUNTY, CANNON COUNTY, CHESTER)
COUNTY, CLAIBORNE COUNTY, CLAY)
COUNTY, COCKE COUNTY, DECATUR)
COUNTY, FAYETTE COUNTY, GRAINGER)
COUNTY, HANCOCK COUNTY, HAWKINS)
COUNTY, HICKMAN COUNTY, HOUSTON)
COUNTY, JACKSON COUNTY, JEFFERSON)
COUNTY, JOHNSON COUNTY, LAKE)
COUNTY, LEWIS COUNTY, MEIGS)
COUNTY, MOORE COUNTY, PERRY)
COUNTY, PICKETT COUNTY, TROUSDALE)
COUNTY, and VAN BUREN COUNTY,)**

Defendants.)

**No. 3:98 CV 0731
Judge Campbell
Magistrate Judge Griffin
JURY DEMAND**

SETTLEMENT AGREEMENT – JACKSON COUNTY

This Settlement Agreement (hereinafter “Agreement”) is entered into this 23 day of February, 2005, by and between Plaintiffs George Lane, Beverly Jones, Ann Marie Zappola, Dennis Cantrel, Ralph E. Ramsey, Sr., and A. Russell Larson (hereinafter “Plaintiffs”) and Defendant Jackson County (hereinafter “Defendant County”).

This Agreement resolves all of Plaintiffs’ claims for injunctive relief against Defendant County. It does not resolve Plaintiffs’ claims for damages or attorneys’ fees and costs.

PARTIES TO THIS AGREEMENT

1. Plaintiffs have alleged they are qualified individuals with disabilities as that term is defined by 42 U.S.C. §12131(2).

2. Defendant County is a Public Entity as that term is defined in 42 U.S.C. §12131(1). Defendant County is subject to Title II of the ADA, 42 U.S.C. §12132, and its implementing regulations, 28 C.F.R. Part 35.

ADDITIONAL DESIGNATIONS

3. As used herein, the State of Tennessee shall refer collectively to the defendant designated as the State of Tennessee in this litigation, all Tennessee Courts exercising jurisdiction under Tennessee law in the courthouse and any other owned or operated facility of the Defendant County, and the AOC (“Administrative Office of the Courts”).

DEFINITIONS

4. Unless otherwise specified in these Definitions, the definitions of terms used in this Agreement shall be the same definitions as are contained in 42 U.S.C. §12131 et seq. and 28 C.F.R. Part 35 and 36 and any accompanying explanations as may be contained in the statutes, appendices or regulations associated with those statutes and regulations.

a. “ALTERATION” refers to any modification, improvement, remodeling, renovation or repair to ANY buildings or structures at the SUBJECT FACILITIES.

b. “DEFENDANT COUNTY” as used herein refers to Defendant County and includes any official agency of Defendant County.

c. “EFFECTIVE DATE” means the last date upon which this Agreement was executed by a party.

d. “SUBJECT FACILITIES” refers to any courthouse and/or other buildings owned and/or operated by Defendant County in which judicial programs and services and/or county commission meetings are held.

FACTUAL BACKGROUND

5. Pursuant to the Constitution of the State of Tennessee and state statutes, the State of Tennessee conducts its judicial program in the county courthouses and other facilities of the State. Defendant County is responsible for providing the facilities in which the State’s judicial program is conducted in the Defendant County.

OBLIGATIONS ASSUMED BY THE DEFENDANT COUNTY

6. Defendant County will make the Alterations as enumerated in Appendix A, attached hereto. Defendant County will cooperate with the State of Tennessee to implement the State of Tennessee’s policies and procedures to ensure that the State’s judicial program is in compliance with Title II of the ADA and its implementing regulations.

7. Defendant County has represented that it is not possible to make all the Alterations delineated in Appendix A immediately. Defendant County agrees to make good faith progress toward the completion of the Alterations delineated in Appendix A. Defendant County will complete as soon as practicable the items delineated in Appendix A. All of the Alterations delineated in Appendix A shall be completed within five (5) years of the Effective Date.

8. Notwithstanding any unforeseen future contingencies that might impact the Alterations set forth in Appendix A, Defendant County agrees to refrain from taking any action that will diminish the level of physical accessibility of the judicial program conducted in Defendant County's subject facilities as achieved through the Alterations enumerated in Appendix A. This paragraph shall not be read to prohibit the curtailment of a judicial program, service, or activity at any of Defendant County's subject facilities for reasons unrelated to compliance with the ADA unless such action eliminates the only such accessible program, service, or activity in Defendant County's subject facilities.

9. Defendant County agrees that all disability access features that are provided for in this agreement shall be inspected and maintained by the Defendant County hereafter to insure the accessibility of the judicial program in the subject facilities at all times, except for isolated or temporary interruptions due to necessary maintenance or repairs.

ENFORCEMENT AND MONITORING

10. Upon the Effective Date, the parties agree to execute an agreed order of dismissal with prejudice as to Plaintiffs' claims for injunctive relief against Defendant County. This Agreement shall be made an exhibit to the dismissal order.

11. The United States District Court for the Middle District of Tennessee shall have exclusive jurisdiction and venue to construe and enforce this Agreement, and to resolve any and all disputes arising out of or relating to this Agreement, which shall be governed by and construed in accordance with the laws of the United States and the State of Tennessee.

12. All claims resolved by this Agreement shall be dismissed with prejudice upon the Effective Date of this Agreement.

13. If any party to this Agreement believes that another party is violating its obligations under this Agreement, or believes a dispute has arisen under the Agreement (the "Complaining Party"), then the Complaining Party shall give written detailed notice (the "Notice") to the other party (the "Responding Party"). The Responding Party shall be given thirty (30) days to provide a written response to the Notice. The Complaining and Responding Parties shall attempt within the next thirty (30) days to resolve their differences regarding the issue(s) addressed in the Notice including any issues of attorneys fees, expenses, and costs. No action may be instituted in the United States District Court for the Middle District of Tennessee relating to this Agreement prior to the expiration of the time periods addressed in this Paragraph.

14. Reasonable attorneys fees, costs, and expenses may be sought by the prevailing party in any judicial proceeding relating to this Agreement to the extent allowed by law.

15. Defendant County shall provide to Plaintiffs (at the address for Plaintiffs set forth in Paragraph 22) a bi-monthly report (no less frequently than every sixty (60) days following the Effective Date) that sets forth its progress in making the Alterations set forth in Appendix A until such time as compliance with the obligations specified therein is achieved. Defendant County agrees to make good faith efforts at completing the Alterations delineated in Appendix during each sixty (60) day time period. When the Defendant County has completed making the alterations in Appendix A, said Defendant County shall submit a certified report signed by an appropriate representative of the County stating that the Alterations set forth in Appendix A have been completed.

16. If at any time Defendant County wishes to modify any portion of this Agreement because of changed conditions making performance impossible or impractical, Defendant County's designated representative will promptly notify Plaintiffs in writing (at the address for Plaintiffs set forth in Paragraph 22), setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification, and provide evidence to support their position that such modification is necessary. Until there is written assent or agreement by Plaintiffs to the proposed modification, the proposed modification will not take effect. If the requested modification is not approved within thirty (30) days of the date of written notification of such need, then Defendant County may proceed as a Complaining Party under the provisions of Paragraph 13 of the Agreement.

MISCELLANEOUS PROVISIONS

17. By entering into this Agreement, no party shall be deemed to have waived any claim or defense not otherwise specifically released in writing, until such time as the Court no longer has jurisdiction over the matters raised in this action.

18. By entering into this Agreement, Defendant County does not waive its defense based on Plaintiffs Zappola, Lane, Cantrel, Ramsey and Larson's alleged lack of standing to seek injunctive relief against Defendant County since none of these Plaintiffs has ever attempted to access judicial proceedings that are offered in Defendant County.

19. This Agreement will be null and void as to Plaintiffs Zappola, Lane, Cantrel, Ramsey and Larson if any court of competent jurisdiction reverses Judge Campbell's Order (Docket Entry No. 319), entered on December 7, 2004, relating to a Plaintiff's standing to seek injunctive relief against Defendant County although that Plaintiff allegedly has never attempted to access judicial proceedings that are offered in Defendant County. Defendant County does not dispute that Plaintiff Jones has standing to enforce this Agreement.

20. The representatives signing this Agreement on behalf of Defendant County represent that they are authorized to bind Defendant County to the provisions agreed upon herein. Each signatory to this Agreement affirms that he or she has consulted with and been

advised by counsel in connection with the execution of this Agreement and that he or she agrees that its terms are fair and reasonable.

21. This Agreement sets forth the entire agreement between Plaintiffs and Defendant County with respect to the subject matters herein, and supersedes all prior oral and written agreements and discussions. No other statement, promise, or agreement concerning the subject matters herein, either written or oral, made by any party or the agents of any party that is not contained in this written Agreement shall be effective. Plaintiffs and Defendant County represent that in entering into this Agreement, none of them has relied upon any statement of any other party to this Agreement except those statements set forth herein.

22. All notices and other correspondence sent by Plaintiffs and Defendant County to one another relating to this Agreement shall be sent to the following addresses or at such other address as the parties may designate in writing in the future:

For Defendant County:

Charlie Hix
Jackson County Mayor
Jackson County Courthouse
P. O. Box 617
Gainesboro, TN 38562-0617

For Plaintiffs:

William J. Brown & Associates
23 North Ocoee Street
P.O. Box 1001
Cleveland, TN 37364-1001

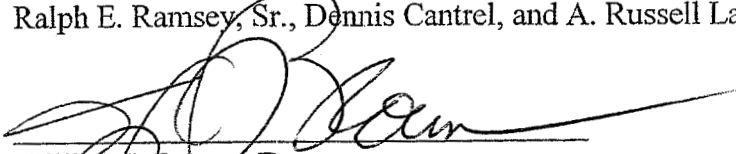
23. This Agreement shall be binding on the parties, and their elected or appointed successors in interest.

24. This Agreement shall become effective once signed by all parties and the effective date will be the date of the last signature affixed hereto.

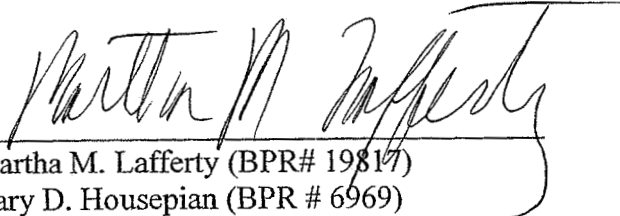
25. This Agreement is contingent on the State of Tennessee executing the Compromise and Settlement Agreement which provides, *inter alia*, that Defendant County will not be responsible for any of Plaintiffs' attorneys' fees, expenses and costs through December 17, 2004, including those relating to Defendant County, with the exception of the amount of Two Thousand Six Hundred Eighty Dollars (\$2,680.00) which reflects Defendant County's pro rata share of the amount of Plaintiffs' expenses and costs accrued through December 17, 2004 and not paid by the State, and the State approving the payments to be made by the State as set out therein.

IN WITNESS WHEREOF, Plaintiffs and Defendant County in the above-captioned action have caused this Agreement to be executed as of the dates subscribed below.

For Plaintiffs George Lane, Beverly Jones, Ann Marie Zappola,
Ralph E. Ramsey, Sr., Dennis Cantrel, and A. Russell Larson:



William J. Brown, Esq.
William J. Brown & Associates
23 North Ocoee Street
P.O. Box 1001
Cleveland, TN 37364-1001



Martha M. Lafferty (BPR# 19817)
Gary D. Housepian (BPR # 6969)
Tennessee Protection & Advocacy, Inc.
2416 21st Ave South, Suite 100
Nashville, TN 37212
(615) 298-1080




Linda M. Dardarian, admitted Pro Hac Vice
Roberta L. Steele, admitted Pro Hac Vice
GOLDSTEIN, DEMCHAK, BALLER, BORGAN & DARDARIAN
300 Lakeside Drive, Suite 1000
Oakland, CA 94612-3534
(510) 763-9800

Attorneys for Plaintiffs

Date:

2/15/85

For Defendant Jackson County, Tennessee:



Thomas M. Donnell, Jr.
Stewart, Estes & Donnell
424 Church Street, Suite 1401
Nashville, Tennessee 37219

Date: 1-26-05

For Defendant County:

Jackson County, Tennessee

By: Charlie Hix

Name: Charlie Hix

Title: Co. Executive

Date: 1-24-2005


George Lane
George Lane, Plaintiff

Date: 1-1-05

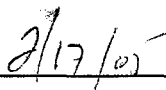
Beverly Jones
Beverly Jones, Plaintiff
Date: 2-1-05

JACKSON COUNTY

Plaintiff:



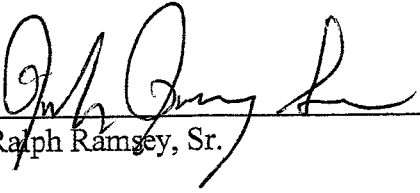
Ann Marie Zappala



Date

JACKSON COUNTY

Plaintiff:




Ralph Ramsey, Sr.

2-23-05
Date



Dennis Cantrel, Plaintiff

Date: 2/5/2005



A. Russell Larson, Plaintiff

Date: 2-15-05

AGREED SETTLEMENT JACKSON COUNTY

1. SOUTH PARKING AREA

- A. *The parking for this courthouse is adjacent to the street around the building. Out of (37) marked parking spaces there were (4) designated spaces. The ADA requires (2) compliant accessible spaces. {4.1.2(5)(a)}*
- B. *The (2) handicap parking space near the South entrance to the courthouse have non-compliant signage at a non-compliant height of 16" above the surface. {4.6.4}*

Agreed Solution: Provide compliant signage at south parking area (two spaces) to meet requirements of {4.6.4}.

- C. *These parking spaces were not marked, painted or designated on the pavement. {Page 26, Fig. 9}*

Agreed Solution: Provide accessibility markings on pavement to comply with {Fig. 9, Page 26}.

- D. *Portions of these parking spaces had non-compliant running slopes as high as 13% and cross slopes as high as 3.8% (see drawings). {4.6.3}*

Agreed Solution: No action required.

- E. *The sidewalk from these parking spaces to the South courthouse door is non-compliant because it has drop-offs of as much as 8" without the required edge protection. {4.8.7}*

Agreed Solution: Re-grade and re-seed areas adjacent to sidewalk to comply with {4.8.7}.

2. SOUTH ENTRANCE DOOR TO THE COURTHOUSE

- A. *The threshold has a non-compliant edge of 7/8" on the outside and 3/4" on the inside {4.5.2 & 4.13.8} with a compliant sloping threshold of 41.6% and 50.5%.*

Agreed Solution: Modify existing threshold or replace threshold to meet requirements of {4.5.2 & 4.13.8}.

- E. *The inside area to this door is encumbered by a non-compliant loose carpet. {4.5.3}*

Agreed Solution: No action required.

3. WEST PARKING AREA

- A. *The (2) handicap parking spaces near the west entrance to the courthouse have non-compliant signage at a non-compliant height of 30-1/2" above the surface. {4.6.4}*

Agreed Solution: Remove all signage, accessible pavement markings and relocate two required accessible parking spaces south parking area.

- B. *These parking spaces had non-compliant running slopes as high as 9.7% and cross slopes as high as 6.7% (see drawings). {4.6.3}*

Agreed Solution: No action required if accessible parking provided at south parking area.

- C. *The curb ramp from these parking spaces to the courthouse door is non-compliant because it has vertical drop-offs of as much as 9-1/2" without curbs or handrails. {4.8.7}*

Agreed Solution: No action required if accessible parking provided at south parking area.

- D. *The curb ramp has non-compliant running slopes up to 16.1% and non-compliant cross slopes up to 4.9%. The flared sides have non-compliant slopes up to 30%. {4.7.5}*

Agreed Solution: No action required if accessible parking provided at south parking area.

- E. *The path of travel to the West Entrance door is along a 7'-8" sidewalk with a compliant cross slope of 2%. The complaint sidewalk terminates at the base of a sloping built up concrete ramp that connects to the West entrance door with a non-compliant slope of 11.4%. {4.8.2} The ramp is non-compliant also since it is not equipped with complaint handrails/extensions {4.8.5} and compliant edge protection where there are 4-1/2" vertical drops on each side. {4.8.7}*

Agreed Solution: No action required if accessible parking provided at south parking area.

4. WEST ENTRANCE DOOR TO THE COURTHOUSE

- B. *There is a non-compliant loose mat encumbering the inside area of this entrance. {4.5.3}*

Agreed Solution: No action required.

5. FIRST FLOOR CLERK AND MASTER

- A. *The room identification signage is completely non-compliant based on {4.1.3, 16, (a)}*

Agreed Solution: Provide new room identification signage in accordance with {4.1.3.16(a)}.

- E. *The door to this office has non-compliant cylindrical hardware. {4.13.9} with no closer.*

Agreed Solution: Replace operating device with compliant hardware in accordance with {4.13.9} or install ADA lever kit.

6. FIRST FLOOR FIRE EXTINGUISHER

- A. *The fire extinguisher near the door of the Clerk and Master is at a non-compliant height of 60-1/2" from the floor. {Page 18, Fig. 5(a)} & {Page 19, Fig. 6(b)}*

Agreed Solution: Adjust fire extinguisher height to meet requirements of {Fig. 5(a), Page 18 and Fig. 6(b), Page 19}.

7. FIRST FLOOR DRINKING FOUNTAIN NEAR THE CLERK AND MASTER

- A. *The water fountain near the office of the Clerk and Master is at a non-compliant height of 38" from the floor to the water spout. {4.15.2 & Page 41, Fig. 27(a)} and the bottom most projection from the wall is a non-compliant 6-7/8". {Page 41, Fig. 27(a)}*
- B. *Note: It appears that this fountain might be compliant except for its height bottom clearance off of the wall.*

Agreed Solution: No action required.

8. PATH OF TRAVEL TO DESIGNATED UNISEX TOILET ROOM

- B. *The push/pull opening pressure of this door was a non-compliant 10 lbs. {4.13.11(2)(b)}*

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.2(b)}.

9. DESIGNATED UNISEX TOILET ROOM DOOR

- A. *The signage for this toilet is non-compliant in design {4.30.4}, at a non-compliant location on the door {4.30.6}, and at a non-compliant height of 65". {4.30.6}*

Agreed Solution: Provide new room identification signage.

- C. *The pull pressure on this door is a non-compliant 6.5 lbs. {4.13.11}*

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.2(b)}.

- D. *The closing sweep period for this door was a non-compliant 2.29 seconds. {4.13.10}*

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.10}.

- E. *The threshold for this door slopes out at a non-compliant slope of 11.3%. {4.5.2 & 4.8.2}*

Agreed Solution: County will re-tile restroom floor and ramp-up the corridor outside the restroom door.

- F. *The threshold for this door has a non-compliant edge of 5/8" on the entrance side. {4.5.2}*

Agreed Solution: County will re-tile restroom floor and ramp-up the corridor outside the restroom door.

- G. *The bathroom floor is a non-compliant 1-1/4" above the outside corridor floor level. {4.3.8 & 4.5.2}*

Agreed Solution: County will re-tile restroom floor and ramp-up the corridor outside the restroom door.

- H. *The door push pressure for this restroom is a non-compliant 8 lbs. {4.13.11(2)(b)}*

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.2(b)}.

- I. *The closing period for this restroom door is a non-compliant 2.22 seconds. {4.13.10}*

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- J. *There is a non-compliant lock requiring pinching/grasping on the interior of this restroom door. {4.13.9}*

Agreed Solution: Replace lock mechanism to meet requirements of {4.13.9}.

10. DESIGNATED UNISEX TOILET ROOM

- B. *The sink piping is non-compliant because of the lack of insulation. {4.19.4}*

Agreed Solution: Add appropriate pipe insulation to meet requirements of {4.19.4}.

- E. *The soap dispenser is a non-compliant 49" from the floor for forward reach access. {Page 18, Fig. 5}*

Agreed Solution: Adjust soap dispenser height to meet requirements of {Fig. 5, Page 18}.

- F. *The flush valve is located on the non-compliant narrow-side of the toilet. {4.16.5}*

Agreed Solution: No action required.

- G. *The toilet fixture is a non-compliant distance of 19-1/2" from the side wall. {Page 42, Fig. 28}*

Agreed Solution: No action required.

- I. *The grab bars are non-compliant. {4.17.6; 4.26; Page 42, Fig. 28 & Fig. 29} There is no back grab bar. The side grab bar is too short and located a non-compliant height of 33-1/8" from the floor. {4.17.6; 4.26; Page 42, Fig. 28 & Fig. 29}*

Agreed Solution: Adjust existing grab bars to meet the height requirements of {4.17.6, 4.26, Fig. 28 and 29, Page 42}.

- J. *The toilet paper dispenser was mounted at the compliant height of 28-1/2" off of the finish floor {Page 42, Figure 29(b)}. The front edge was located a non-compliant 33" off of the back wall {Page 43, Figure 30(d)}.*

Agreed Solution: Relocate toilet paper dispenser to meet requirements of {Fig. 30(d), Page 43}.

- K. *Adjacent to this unisex toilet was an existing toilet room for men and another for women. The directional signage on the men's restroom was non-compliant. {4.1.3(16)(a)}*

Agreed Solution: Provide compliant directional signage to meet requirements of {4.1.3(16)(a)}.

- L. *The directional signage for the women's toilet was non-compliant. {4.1.3(16)(a)}*

Agreed Solution: No action required.

11. PLATFORM LIFT TO THE SECOND FLOOR

- B. *The pull side clearance for the entrance door of the lift on the first floor was non-compliant due to its close proximity to a staircase. {Page 38, Fig. 25(a)}*

Agreed Solution: No action required.

- D. *The phone in this platform lift is non-compliant because it has no Braille, no instructions, and requires voice communication. {4.10.14}*

Agreed Solution: County will install instructions concerning use of the emergency telephone.

- G. *Both the First and Second Floor doors have non-compliant closing periods (less than one second), and close very fast and with a strong force. {4.13.10} This is also a safety issue.*

Agreed Solution: Add closers and/or adjust existing closers to meet requirements of {4.13.10}.

- I. *The entrance ramp to the lift floor on the Second Floor had a non-compliant slope of 10.9%. {4.8.2}*

Agreed Solution: No action required.

- J. *On the First and Second Floor there was a non-compliant difference between the lift platform and the entrance ramp of 7/16". {4.11 & 4.5.2} (Note: For lifts 1/4" is the maximum)*

Agreed Solution: No action required.

- K. *LIFE SAFETY ISSUE: . The corridor on the Second Floor is 57" wide. On the Second Floor, when the Platform Lift door is open to the 90 degree position, a non-compliant 21" of free space remains as clearance. [See SBC 1012.1.5.] This lift door when open blocks more than one-half of the egress path for the occupants of the Small and Large Courtroom. The platform lift door also opens into the flow of traffic of persons in the stair landing creating a life safety condition in the event of an emergency. The double doors from the Large Courtroom are double swinging and could totally block the egress path for the Large Courtroom from the exit stairway since the platform lift door can only open just over 90 degrees.*

Agreed Solution: No action required.

12. SECOND FLOOR LARGE COURTROOM DOOR

- B. *Note: The door to this courtroom is a double door with non-compliant 29" leaves.*

Agreed Solution: County will provide directional signage to accessible side door.

- C. *The accessible clearance through the door is a non-compliant 27-1/4". {4.13.5}*

Agreed Solution: County will provide directional signage to accessible side door.

- D. *These are double acting spring loaded doors. The closing swing time on the door is a non-compliant 1.28 seconds. {4.13.10} with a compliant 2 lbs. opening push pressure.*

Agreed Solution: County will provide directional signage to accessible side door.

13. SECOND FLOOR LARGE COURTROOM

- A. *The visitor seating capacity for this courtroom is (124). The ADA requires that there be (4) designated handicap spaces and there were none. {4.1.3(19)(a)}*

Agreed Solution: Provide appropriate number of accessible spaces to meet requirements of {4.1.3(19)(a)}.

14. SECOND FLOOR LARGE COURTROOM WITNESS STAND

- A. *As an individual approaches the witness stand and jury box areas, there is a narrow non-compliant passageway that is 30-1/2" wide. {4.2.1}.*

- B. *Off of this passageway there is a non-compliant 6-1/2" step up to the witness stand. {4.5.2}*
- C. *The entrance to the witness stand is through a non-compliant opening of 23-7/8". {4.3.3}*
- D. *The floor area of the witness stand is a non-compliant 31-1/2" by 51-3/4". {4.2.3}*

Agreed Solution: Plaintiffs agree that the witness stand and the location of witnesses is part of the state's judicial program and will be addressed by the state.

15. **SECOND FLOOR LARGE COURTROOM JURY BOX**

- A. *The jury box is accessed off of the same narrow passageway as the witness stand. The entrance access from the jury box is through a non-compliant 24-1/4" opening. {4.3.3}*
- B. *The non-compliant entrance to the jury box is accessed by way of a 6-3/4" step to the first level {4.5.2} and 7" high steps to the second and third levels. {4.5.2}*
- C. *The jury box is non-compliant because there is no maneuvering space within the jury box for a wheelchair {4.2.3}.*

Agreed Solution: Plaintiffs agree that the jury box and the location of the jury is part of the state's judicial program and will be addressed by the state.

16. **PATH OF TRAVEL FROM SECOND FLOOR LARGE COURTROOM TO JURY ROOM**

- C. *The door has non-compliant cylindrical hardware. {4.13.9}*

Agreed Solution: Replace operating device with compliant hardware in accordance with {4.13.9} or install ADA lever kit.

- D. *Beyond this door, the jurors must pass through a non-compliant corridor that is 30-3/8" wide and 38-1/2" long. {4.3.3} (Passage is through a narrow metal detector.)*

Agreed Solution: When necessary, jurors will pass from the courtroom to the jury room through the double doors located outside the court clerk's office and jury room. A court officer will assist jurors in entering and exiting through the double doors.

- E. *At the end of the non-compliant corridor is a compliant door opening that is 35-1/4" clear between the stops, with a non-compliant 14.1% slope (1-3/8" in 11") from the corridor floor and the alcove floor. {4.5.2}*

Agreed Solution: No action required.

17. SECOND FLOOR LARGE COURTROOM JURY ROOM

- A. *The room identification signage is completely non-compliant based on {4.1.3, 16, (a)}*

Agreed Solution: The court officer that accompanies the jury will direct the jury to the appropriate room.

- B. *The door to the jury room has non-compliant cylindrical hardware. {4.13.9}*

Agreed Solution: Replace operating device with compliant hardware in accordance with {4.13.9} or install ADA lever kit.

- E. *The team was informed that if there were a handicapped person in a wheelchair they would not be required to pass through the narrow corridor but could exit through a narrow double door into the stair that leads to the Court Clerk and the Jury Room. This is a restricted use door for court officials. It has a non-compliant access width of 27". {4.13.5} The closing period for this door was a non-compliant 1.07 seconds. {4.13.10}*

Agreed Solution: No action required.

18. SECOND FLOOR COURT CLERK OFFICE

- C. *The room identification signage is completely non-compliant based on {4.1.3, 16, (a)}*

Agreed Solution: Provide new room identification signage in accordance with {4.1.3.16(a)}.

19. MAIN DOOR TO SECOND FLOOR SMALL COURTROOM

- D. *This door has a non-compliant push pressure of 7 lbs. {{4.13.11(2)(b)}*

- G. *The Small Courtroom door's interior floor space is sloped with non-compliant slopes up to 15.7%. {4.5.2}*

Agreed Solution: This courtroom will not be used if a person with a mobility disability is participating in proceedings. The county will establish a protocol to move the proceedings to the large courtroom when a person with a mobility disability participates in the proceedings.

20. SECOND / REAR DOOR TO SECOND FLOOR SMALL COURTROOM

- B. *The 36" door at this Small Courtroom had non-compliant cylindrical hardware {4.13.9} and no closer.*

- C. *The entrance door threshold has a non-compliant edge height of 1-3/8" on the outside and 7/16" on the courtroom side. {4.5.2}*

Agreed Solution: This courtroom will not be used if a person with a mobility disability is participating in proceedings. The county will establish a protocol to move the proceedings to the large courtroom when a person with a mobility disability participates in the proceedings.

21. SECOND FLOOR SMALL COURTROOM

- A. *This courtroom seats (67) visitors. The ADA requires that there be (4) designated accessible spaces, and there were none. {4.1.3(19)(a)}*
- B. *This small courtroom was originally the rear section of the main courtroom. It has non-compliant slopes of approximately 6.1%, front to back over the entire room and non-compliant cross slopes of as much as 4.6%. {4.8.6} There were no level areas for a wheelchair to park anywhere in this room. {4.8.1 & 4.3.8}*

Agreed Solution: This courtroom will not be used if a person with a mobility disability is participating in proceedings. The county will establish a protocol to move the proceedings to the large courtroom when a person with a mobility disability participates in the proceedings.

22. SECOND FLOOR SMALL COURTROOM WITNESS STAND

- A. *The witness stand is non-compliant with (2) raisers that are 6" and 6-1/2". {4.5.2}*
- B. *The floor area of the witness stand was a non-compliant 25" by 25-1/2" {4.2.3}*

Agreed Solution: This courtroom will not be used if a person with a mobility disability is participating in proceedings. The county will establish a protocol to move the proceedings to the large courtroom when a person with a mobility disability participates in the proceedings.

23. PUBLIC PHONE

- A. *There is no public phone in this building. If installed at a later date, it must meet all applicable codes and regulations.*

Agreed Solution: No action required.

24. DIRECTIONAL SIGNAGE

- A. *Non-compliant exterior directional signage. {4.1.2,(7),(c)} If all entrances are not accessible then directional signage is required to indicate the route to the nearest accessible entrance.*

Agreed Solution: Provide exterior directional signage in accordance with {4.1.3.16}.

25. AREA OF RESCUE ASSISTANCE

- A. *The building is non-compliant since it does not provide an area of rescue assistance for all levels above grade. See attachment "C" for details.*

Agreed Solution: Provide an area of rescue assistance in accordance with {4.3.11}.