

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 – POLK 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 Polk 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, Jones, 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, Jones, 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 Lane 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:

Hoyt Firestone
Polk County Mayor
P. O. Box 128
Benton, TN 37307-0128

For Plaintiffs:

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

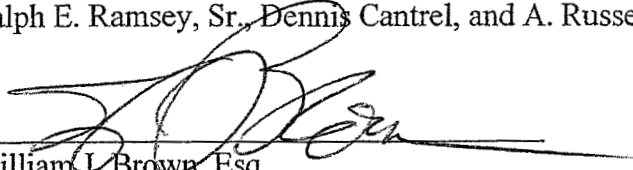
23. This Agreement shall be binding on the parties, and their elected or appointed successors in interest.

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.

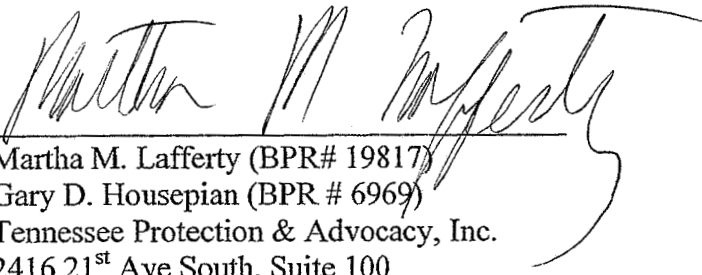
25. This Agreement is contingent on the State of Tennessee executing the Compromise and Settlement Agreement which provides, *inter alia*, that Defendant County will not be responsible for any of Plaintiffs' attorneys' fees, expenses and costs through December 17, 2004, including those relating to Defendant 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

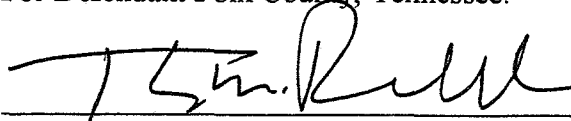


Linda M. Dardarian, admitted Pro Hac Vice
Roberta L. Steele, admitted Pro Hac Vice
GOLDSTEIN, DEMCHAK, BALLER, BORGAN & DARDARIAN
300 Lakeside Drive, Suite 1000
Oakland, CA 94612-3534
(510) 763-9800

Attorneys for Plaintiffs

Date: 2/15/05

For Defendant Polk County, Tennessee:



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

Date: 1-26-05

For Defendant County:

Polk County, Tennessee

By: Hayt T. Firestone

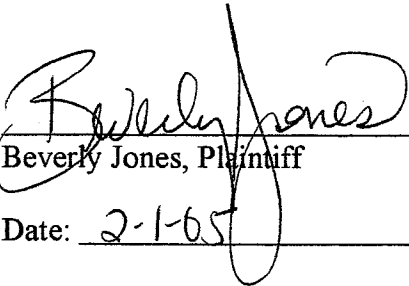
Name: Hayt T. Firestone

Title: County Mayor

Date: 1-23-05

George Lane
George Lane, Plaintiff


Date: 1-1-08



Beverly Jones, Plaintiff
Date: 2-1-65

POLK COUNTY

Plaintiff:



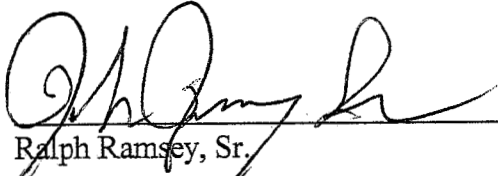
Ann Marie Zappola

2/17/05

Date

POLK COUNTY

Plaintiff:



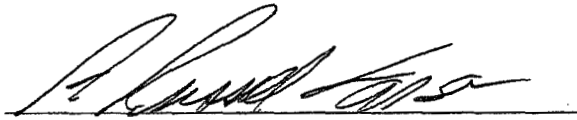
Ralph Ramsey, Sr.

2-23-05
Date



Dennis Cantrel, Plaintiff

Date: 2/5/2005



A. Russell Larson, Plaintiff

Date: 2-15-05

AGREED SETTLEMENT POLK COUNTY

1. SOUTH ACCESSIBLE PARKING

- B. *The (2) existing accessible parking spaces on the South side are non-compliant for a number of reasons including the spaces do not have designated aisles located on the side of the parking space {4.6.6} and have a non-compliant 17'-6" long by 8'-2" wide aisle space on the adjoining ends of the spaces. {4.6.6}*
- C. *The (2) designated parking spaces have non-compliant running and cross slopes up to 4.69%. {4.6.3}*
- D. *The 98" wide access aisle has non-compliant running and cross slopes up to 4.51% {4.6.3}. The maximum allowable slope is a 1" rise in 50" run or 2% maximum in all directions.*
- E. *The curb ramp has non-compliant cross slopes up to 6.7% and has non-compliant flared sides of the curb ramp up to 90.7%. {4.7.5}*
- F. *Neither of the (2) accessible spaces have a required van accessible sign located at a height that is not obscured by a parked van or other vehicle. {4.6.4}*

Agreed Solution: Convert side entrance/pull-in area which is currently used by police on occasion, including curb configuration, to make this the accessible parking space (including van accessible access aisle and path of travel to entrance door) in accordance with {4.6}.

2. ACCESSIBLE ROUTE FROM SOUTH PARKING TO EAST ENTRANCE DOOR

- A. *The path of travel from the sidewalk to the east accessible entrance is on a 42" wide non-compliant sloping sidewalk {4.3.7} that is approximately 94' long with non-compliant running slopes up to 5.2% and non-compliant cross slopes up to 2.9%. {4.3.7} The ramped sidewalk portion shall comply with all provisions of Section 4.8, Ramps.*

Agreed Solution: No action required.

- B. *The double 36" entrance door has a non-compliant clear accessible area outside the door where the concrete slopes up to the threshold at a non-compliant 4.2% running slope. {4.13.6}*

Agreed Solution: Re-pour apron, keeping some slope to avoid icing in inclement weather, and adjust connecting sidewalk to comply with {4.13.6}.

3. FIRST FLOOR EAST ENTRANCE DOOR

- E. *The loose carpet mat at the door is non-compliant. {4.5.3}*

Agreed Solution: No action required.

4. FIRST FLOOR RAMP INSIDE THE EAST ENTRANCE DOOR

- A. *The interior ramp length is 12'-5" with varying non-compliant slopes from 7.8% at the bottom section, 8.4% at the center section, and 9.1% at the top section. {4.8.2}*
- B. *The ramp is non-compliant due to a maximum side drop off of 10 1/4" without the required 2" high edge protection. {4.8.7}*
- C. *The ramp handrail diameter is a non-compliant 1-5/8" {4.26.2} and is located at the non-compliant height of 33-1/4" above the ramp surface. {4.8.5(5)}*
- D. *Each of the two handrails at this ramp is non-compliant. One rail is continuous along the full length of the ramp but is non-compliant due to a number of reasons. One reason is the missing edge protection curb required by the drop off along the open side. {4.8.7} The railing along the opposite (wall side) is non-compliant because it is not continuous, stopping at a point 46" from the bottom of the ramp {4.8.5(4)}. Neither handrail has the required level extension at the bottom of the ramp {4.8.5(2)} or a handrail extension parallel to the floor surface at the top of the ramp {4.8.5(2)}.*
- E. *The width of the ramp measured at the low end between the handrail and the wall is 38-3/4" and reduces to a non-compliant 35-3/4" at the old wood frame mounted on the wall. {4.8.3}, {Page 31, Figure 17} The width between the two rails is a compliant 38".*

Note: Due to the absence of any wall handrail at the end of the ramp and at the wood frame, the ramp widths at those points are non-compliant because the ramp width is less than the required clear width between handrails. {Page 31, Figure 17}

Agreed Solution: Provide handrails (with the exception of the bottom extension) which meet the requirements of {4.8.5}.

6. FIRST FLOOR DRINKING FOUNTAIN

- A. *The location of the accessible drinking fountain on the Third Floor of the building has not been identified by compliant directional signage. {4.1.3(16)(b)}*
- B. *The non-compliant type drinking fountain has a non-compliant waterspout height of 39-3/4". {4.15.2}*
- C. *The non-compliant push button control is on the top. {4.15.4}*

Agreed Solution: Add accessibility signage at first floor fountain directing to third floor fountain in accordance with {4.13(16)(b)}.

8. FIRST FLOOR NON-DESIGNATED ACCESSIBLE MEN'S TOILET ROOM DOOR

- A. *The entrance door is a single door with a compliant 36" door leaf.*
- B. *The entrance door is recessed in a complaint passageway that is 51-1/4" long and 37-1/2" wide.*
- C. *The non-compliant interior pull side clearance is 2-1/2". The compliant threshold height is smooth. {Page 38, Figure 25(a)}*
- D. *The door is equipped with compliant push/pull hardware and no closer.*
- E. *The signage on the wall is non-compliant without a wheelchair symbol {4.30.7} and is mounted at a non-compliant location and non-compliant height of 61-1/4" to the center of the sign {4.30.6}. The compliant height of the letter is 5/8", the compliant figure is 4-1/2" and compliant Braille is provided.*

Agreed Solution: No action required.

9. FIRST FLOOR NON-DESIGNATED ACCESSIBLE MEN'S TOILET ROOM

- A. *The interior floor space has a compliant 60" diameter circle.*
- B. *The sink has compliant drain piping location but is non-compliant due to the lack of pipe insulation {4.19.4}. The sink is located at the non-compliant height of 34-5/8" above the floor {4.19.2} with a compliant single handle faucet.*
- C. *The soap dispenser is located at the compliant height of 47-3/8" above the floor.*
- D. *The mirror is located at a non-compliant height of 47-3/8" to the bottom edge of the reflective surface. {4.19.6}*
- ~~E. *The paper-towel-dispenser is located at the non-compliant height of 56-1/2". {4.27.3}*~~
- F. *The paper towel dispenser unit protrudes a non-compliant 10" from the face of the wall into the path of travel of. {4.4.1}*
- G. *The urinals are located at the compliant height on the floor, with a compliant elongated bowl length of 14-1/2" on the surface of the floor, compliant flush valve height of 43-5/8", and a non-compliant flush valve control operation force of 8.5 lbs. {4.27.4}.*
- H. *The path of travel alcove width to the urinal is a non-compliant 40-1/4" wide {4.19.3}.*
- I. *The toilet in the accessible stall is located at the compliant dimension of 18" from the sidewall.*
- J. *The toilet paper dispenser is located at the compliant height of 23-5/8" and the front edge is located at the non-compliant position of 37 3/4" from the rear wall. {Page 43, Fig. 30}*
- K. *The flush valve is located on the compliant side of the toilet. The flush valve activation force of 6 pounds is non-compliant. {4.27.4}*
- L. *The height of the toilet seat is located at the compliant height of 19".*

- M. *The sidewall grab bar is 43" long, located at the compliant height of 36" and is positioned at the non-compliant dimension of 4-1/2" from the back wall {Page 43, Figure 30(d)}*
- N. *The rear wall grab bar is 37" long, located at the compliant height of 36" and is positioned at the compliant dimension of 4-5/8" from the back wall.*
- O. *The accessible stall is 60" by 61-5/8". The coat hook is at the non-compliant height of 72" {4.2.6}. The clear opening at the stall door is a complaint 34-5/8". The stall door is equipped with non-compliant hardware that requires pinching and grasping {4.13.9}.*
- P. *The path of travel to the accessible stall is a compliant 42-1/2" wide.*

Agreed Solution: No action required.

11. FIRST FLOOR NON-DESIGNATED ACCESSIBLE WOMEN'S TOILET ROOM DOOR

- A. *The entrance door is a single door with a compliant 36" door leaf.*
- B. *The entrance door, with a side approach, is recessed in a compliant exterior alcove that is 56" deep and 58-1/2" wide. The compliant interior alcove is 72" deep and 71" wide. It is formed by the metal partition and door. A coat hook is mounted on the door at the non-compliant height of 67-1/2". {4.2.6}*
- C. *The compliant interior pull side clearance is 25". The compliant threshold height is smooth.*
- D. *The door is equipped with compliant push/pull hardware and no closer. There is a non-compliant slide bolt that requires pinching and grasping on the interior side. {4.13.9}*
- E. *The signage on the wall is non-compliant without a wheel chair symbol {4.30.7} and is mounted at the compliant location and height of 60" to the center of the sign. The compliant height of the letter is 5/8", the compliant figure is 4-1/2" and Braille is provided.*

Agreed Solution: Convert this location into one unisex accessible toilet to meet the requirements of {4.22}. Provide new room identification signage in accordance with {4.1.3.16(a)}.

12. FIRST FLOOR NON-DESIGNATED ACCESSIBLE WOMEN'S TOILET ROOM

- A. *The interior floor space has a compliant 60" diameter circle.*
- B. *The sink is non-compliant due to drain piping location {4.19.2} and lack of piping insulation {4.19.4}. The sink is located at the non-compliant height of 36-1/2" {4.19.2} with non-compliant knob handle faucets {4.19.5}. The non-compliant water heater projects 9-3/4" from the rear wall under the sink encumbering the clear area below the sink. {4.19.3}*
- C. *There was no mirror.*
- D. *The soap dispenser is located at the compliant height of 44" above the floor.*
- E. *The paper towel dispenser is located at the non-compliant height of 54-1/2". {4.27.3}*

- F. *The paper towel unit protrudes a non-compliant 10" from the face of the wall into the path of travel to the sink. {4.4.1}*
- G. *The toilet is located at the non-compliant dimension of 17-3/4" from the sidewall. {Page 42, Figure 28}*
- H. *The toilet paper dispenser is located the compliant height of 22-1/2" and the front edge is located at the compliant position of 33-5/8" from the rear wall.*
- I. *The flush valve is located on the compliant side of the toilet with a non-compliant flush valve activation force of 6 pounds. {4.16.5}*
- J. *The height of the toilet seat is located at the non-compliant height of 16-3/8". {4.16.3}*
- K. *The sidewall grab bar is a non-compliant 37" long. {Page 43, Fig. 30} located at the compliant height of 36" and positioned at the non-compliant dimension of 4-1/2" from the back wall. {Page 42, Figure 29(a)}*
- L. *The rear wall grab bar is a non-compliant 25" long {4.16.4}, located at the compliant height of 36" and is positioned at the compliant dimension of 6-1/4" from the back wall.*

Agreed Solution: Convert this location into one unisex accessible toilet to meet the requirements of {4.22}. Provide new room identification signage in accordance with {4.1.3.16(a)}.

14. ELEVATOR

- B. *The non-compliant height for the hall call button on the First Floor is 42-7/8" above the floor {4.10.3} and 41-1/2" above the floor on the Second Floor. {4.10.3}*

Agreed Solution: No action required.

- C. *The compliant signage has been located at the non-compliant height of 59-1/2" to the centerline {4.10.5} on the exterior elevator door frame on the First Floor in lieu of the 60" required dimension.*

Agreed Solution: Relocate signage to meet requirements of {4.10.5}.

- D. *The compliant signage has been located at the non-compliant height of 59-3/4" to the centerline {4.10.5} on the exterior elevator door frame on the Third Floor in lieu of the 60" required dimension.*

Agreed Solution: No action required.

- E. *The in-car lantern does not operate when the elevator is operated from the cab controls. However the in-car lantern does operate when the car is called from the hall call button. This is a maintenance issue which should be corrected.*

Agreed Solution: The in-car lantern will be fixed.

- F. *The emergency call system is non-compliant and does not operate correctly. There are no compliant instructions to operate the phone. There is no light that glows red or blinks*

when the emergency call is answered. When the emergency phone operator was dialed, guessing maybe to dial 911, the phone would not work. Our findings indicate the phone is a local extension line and the person in the elevator must have knowledge to dial a three digit extension, since no signage was present. We asked the County Executive Secretary how the phone worked and who does it contact, she said you must dial a local extension, #527, to get the County Executive's office during working hours and a second local extension number, #540, to dial the Sheriff's Department at any time. When the call was tried again, per the verbal instructions from the County Executive Secretary, we were able to contact the Executive's Office and the Sheriff's Department. This entire operation was not noted in any of the elevator in-cab instructions. {4.10.14}

Agreed Solution: The emergency call system will be fixed to comply with ADAAG 4.10.14.

15. THIRD FLOOR WEST CHANCERY COURTROOM DOOR

B. *The door is equipped with a non-compliant cylindrical knob and no closer. {4.13.9}*

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

E. *The non-compliant vertical marble edge threshold is 3/8" on the inside and 1/2" outside. {4.13.8}*

Agreed Solution: Bevel or replace threshold to meet requirements of {4.13.8}.

16. THIRD FLOOR WEST CHANCERY COURTROOM

A. *The courtroom will seat approximately (40) people in wooden pew and an additional (11) in the movable chairs around the courtroom. The approximate size of the courtroom is 35'-7" x 18'-6" or approximately 658 square feet. The ADA requires (2) compliant wheel chair locations to be provided. {4.1.3(19)(a)}*

B. *The side aisles are non-compliant at 32-3/8". {4.3.3}*

Agreed Solution: County will add appropriate signage directing traffic to accessible side door. The first pew located behind counsel tables will be removed and replaced with removable chairs. The removable chairs will be relocated when a wheelchair space is needed. Wheelchairs will not be placed in the path of travel.

18. THIRD FLOOR CIRCUIT COURTROOM (EAST) DOOR

A. *The non-compliant side entrance door is a double 30" door with the right leaf in a locked position. {4.13.4} It is equipped with a non-compliant cylindrical knob and closers. {4.13.9 and 10}*

B. *The non-compliant pull/push force to operate the left door is 6.5 lbs. {4.13.11(2)(b)} The left door has a compliant sweep period of 19.0 seconds. The non-compliant pull/push*

force to operate the right door is 7 lbs. {4.13.11(2)(b)}. The right door has a compliant sweep period of 6.5 seconds.

- D. The non-compliant vertical marble threshold is 3/16" on the inside and 3/8" outside. {4.13.8}

Agreed Solution: County will adjust push/pull force and marble threshold and will unlock second entry door. When court is in session, there is always a security officer at the entrance doors to provide assistance.

19. THIRD FLOOR CIRCUIT COURTROOM (EAST)

- A. The courtroom will seat approximately (182) people in the fixed wooden pews and an additional (14) in the movable chairs. There is no bar in this courtroom. There are no wheelchair locations provided within the fixed seating area. The ADA requires (4) wheelchair locations scattered throughout the (182) seats of the fixed wooden pew area. {4.1.3(19)(a)}

Agreed Solution: No action required.

20. THIRD FLOOR ACCESSIBLE PATH OF TRAVEL IN THE COURTROOM (EAST) TO THE WITNESS STAND

- B. The witness stand entrance has a clear width of 42-1/2" at the non-compliant steps. {4.5.2}

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

21. THIRD FLOOR WITNESS STAND COURTROOM (EAST)

- A. The witness stand is non-compliant due to the presence of (3) three steps of 6-3/4", 6" and 6-3/4" to access the raised platform. {4.5.2}
- B. The witness stand is non-compliant due to an interior clearance area of 43-1/2" wide by 76" deep which is insufficient space to maneuver a wheelchair within {4.2.3}. There is a movable chair within this area.

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

23. THIRD FLOOR COURTROOM (EAST) JURY BOX

- A. The compliant jury box entrance width is 36-3/8" with two non-compliant steps, one 8-3/4" step and one 7" step. {4.5.2}

- B. *The non-compliant lower landing is 41 ¾" clear with (6) movable chairs and 38 ¾" clear on the upper level with (6) movable chairs.*
- C. *The jury box is non-compliant due to space being inadequate to maneuver a wheelchair within. {4.2.3}*

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

24. THIRD FLOOR ACCESSIBLE PATH OF TRAVEL FROM COURTROOM (EAST) TO THE JURY ROOM DOOR

- A. *Path of travel is along the compliant 59-1/2" center aisle and along the non-compliant 26-1/2" rear aisle. {4.3.3}*
- B. *The rear courtroom door to access the jury room alcove is a compliant 36" door, equipped with a non-compliant cylindrical knob and a closer with a compliant 5 lbs. closing force and a non-compliant sweep period of 2.9 seconds. {4.13.9}{4.13.10}*
- C. *The compliant Jury Room alcove hallway size is a 53" x 111" leading to the jury room.*

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

25. THIRD FLOOR JURY ROOM COURTROOM (EAST)

- B. *The entrance door is equipped with a non-compliant cylindrical knob, without a closer. {4.13.9}*

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

26. THIRD FLOOR JURY TOILET IN THE JURY ROOM

- A. *The entrance door is a single non-compliant 28" wide door. {4.13.5}*
- B. *The non-compliant interior push side clearance is 2-1/2". {Page 38, Figure 25} The non-compliant threshold is a 5 ½" step up into this room. {4.13.8}*
- C. *The door is equipped with a non-compliant cylindrical knob and no closer. {4.13.9}*
- D. *There was no signage. {4.30.7}*
- E. *The interior floor space is non-compliant since it does not provide a clear 60" diameter circle. {4.16.2}*
- F. *The corner sink is non-compliant due to the drain piping location, lack of piping insulation {4.19.4}, height above the floor {4.19.2}, single handle twisting faucet {4.19.5} and the side clearance {4.19.3}.*

- G. *There was no soap dispenser, mirror, toilet paper dispenser, and grab bars.*
- H. *The toilet and paper dispenser were not measured.*

Agreed Solution: Handicapped jurors needing to use the restroom will be accompanied to the first floor unisex restroom by a security officer or other court personnel.

27. THIRD FLOOR JURY TOILET OFF THE JURY ROOM ALCOVE HALLWAY

- A. *The entrance door is a single door with a compliant 36" door leaf.*
- B. *The compliant threshold height is smooth.*
- C. *The door is equipped with a non-compliant cylindrical knob and no closer. {4.13.9}*
- D. *The interior floor space is non-compliant since it does not provide a clear 60" diameter circle. {4.16.2}*
- E. *There was no sink, soap dispenser, mirror, paper towel dispenser, toilet paper dispenser and grab bars.*
- F. *The toilet was not measured. It was on a small, 6" high raised platform and enclosed with a non-compliant partition. {4.5.2}, {4.16.2}, {Page 43, Fig. 30}*

Agreed Solution: Handicapped jurors needing to use the restroom will be accompanied to the first floor unisex restroom by a security officer or other court personnel.

29. THIRD FLOOR CLERK & MASTER OFFICE DOOR

- D. *The door is equipped with a non-compliant cylindrical knob and has no closer. {4.13.9}*

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

- F. *The non-compliant vertical marble threshold is flush on the inside and 7/16" on the outside. {4.13.8}*

Agreed Solution: Modify existing threshold or replace threshold to meet requirements of {4.3.8}.

31. THIRD FLOOR CIRCUIT CLERK DOOR

- C. *The interior floor space is a non-compliant 53 ½" clear. {4.13.6(b)}*
- D. *The door is equipped with a non-compliant cylindrical knob and has no closer. {4.13.9}*
- F. *The non-compliant vertical marble threshold is 5/16" on the inside and outside. {4.13.8}*

Agreed Solution: Modify existing threshold or replace threshold to meet requirements of {4.3.8}.

35. 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 directional signage at all non-accessible entrances in accordance with {4.1.2(7)(c)}.

36. 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}.