

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
LAFAYETTE COUNTY, FLORIDA
UNDER THE AMERICANS WITH DISABILITIES ACT
DJ 204-17-170**

BACKGROUND

SCOPE OF THE INVESTIGATION

The United States Department of Justice (Department) initiated this matter as a compliance review of Lafayette County, Florida, under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the Department's implementing regulation, 28 C.F.R. Part 35. Because the County receives financial assistance from the Department of Justice, the review was also conducted under the authority of section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Department's implementing regulation, 28 C.F.R. Part 42, Subpart G.

The review was conducted by the Disability Rights Section of the Department's Civil Rights Division and focused on the County's compliance with the following title II requirements:

- to conduct a self-evaluation of its services, policies, and practices by July 26, 1992, and make modifications necessary to comply with the Department's title II regulation, 28 C.F.R. § 35.105;
- to notify applicants, participants, beneficiaries, and other interested persons of their rights and the County's obligations under title II and the Department's regulation, 28 C.F.R. § 35.106;
- to designate a responsible employee to coordinate its efforts to comply with and carry out the County's ADA responsibilities, 28 C.F.R. § 35.107(a);
- to establish a grievance procedure for resolving complaints of violations of title II, 28 C.F.R. § 35.107(b);
- to operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C.F.R. § 35.150, by:
 - delivery of services, programs, or activities in alternate ways, including, for example, redesign of equipment, reassignment of services, assignment of aides, home visits, or other methods of compliance or, if these methods are not effective in making the programs accessible,

- physical changes to buildings (required to have been made by January 26, 1995), in accordance with the Department's title II regulation, 28 C.F.R. § 35.151, and the ADA Standards for Accessible Design (Standards), 28 C.F.R. pt. 36, App. A, or the Uniform Federal Accessibility Standards (UFAS), 41 C.F.R. § 101-19.6, App. A.
- to ensure that facilities for which construction or alteration was begun after January 26, 1992, are readily accessible to and usable by people with disabilities, in accordance with 1) the Department's title II regulation and 2) the Standards or UFAS, 28 C.F.R. § 35.151;
- to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others, including furnishing auxiliary aids and services when necessary, 28 C.F.R. § 35.160;
- to provide direct access via TTY (text telephone) or computer-to-telephone emergency services, including 9-1-1 services, for persons who use TTY's and computer modems, 28 C.F.R. § 35.162;
- to provide information for interested persons with disabilities concerning the existence and location of the County's accessible services, activities, and facilities, 28 C.F.R. § 35.163(a); and
- to provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to information about accessible facilities, 28 C.F.R. § 35.163(b).

As part of its compliance review, the Department reviewed the following facilities, which – because construction or alterations commenced after January 26, 1992 – must comply with the ADA's new construction or alterations requirements: Mayo Recreation Complex, Emergency Management Operations, Lafayette County Courthouse, Lafayette County Detention Center.

The Department's program access review covered those of the County's programs, services, and activities that operate in the following facilities: Day Community Center, 2nd District Community Center, Arline Community Center, 4th District Community Center, Extension Service Office, Blue Springs Park, Lafayette County Library.

The Department conducted a program access review of the following polling places: Day Community Center, 2nd District Community Center, Arline Community Center, 4th District Community Center. This review was limited to the areas of the facilities used by the voting public: parking, the route from the parking area to the area used for voting, and the area used for voting.

The Department reviewed the County's policies and procedures regarding voting, emergency management and disaster prevention, and sidewalk maintenance to evaluate whether persons with disabilities have an equal opportunity to utilize these programs.

Finally, the Department reviewed the County's Sheriff's Department's policies and procedures regarding providing effective communication to persons who are deaf or hard-of-hearing.

JURISDICTION

1. The ADA applies to the County because it is a "public entity" as defined by title II. 42 U.S.C. § 12131(1).
2. The Department is authorized under 28 C.F.R. Part 35, Subpart F, to determine the compliance of the County with title II of the ADA and the Department's title II implementing regulation, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing title II of the ADA should the Department fail to secure voluntary compliance pursuant to Subpart F.
3. The Department is authorized under 28 C.F.R. Part 42, Subpart G, to determine the County's compliance with section 504 of the Rehabilitation Act of 1973, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 29 U.S.C. § 794 and 28 C.F.R. §§ 42.530 and 42.108-110, to suspend or terminate financial assistance to the County provided by the Department of Justice should the Department fail to secure voluntary compliance pursuant to Subpart G or to bring a civil suit to enforce the rights of the United States under applicable federal, state, or local law.
4. The parties to this Agreement are the United States of America and Lafayette County, Florida.
5. In order to avoid the burdens and expenses of an investigation and possible litigation, the parties enter into this Agreement.
6. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter regarding all matters contained within this Agreement, except as provided in the section entitled "Implementation and Enforcement."

ACTIONS TAKEN BY THE COUNTY

7. The County provides persons with disabilities with an opportunity to participate in curbside voting at all polling places.
8. By January 2006, the County will develop and implement a way for persons who are blind or have low vision to vote independently and privately, whether through ballots and instructions in alternate formats (in-person and absentee), Braille templates and audio instructions, the provision of accessible voting machines, or some other method.

REMEDIAL ACTION

NOTIFICATION

9. Within two months of the effective date of this Agreement, the County will adopt the attached Notice (Attachment A); distribute it to all agency heads; publish the Notice in a local newspaper of general circulation serving the County; post the Notice on its Internet Home Page; and post copies in conspicuous locations in its public buildings. It will refresh the posted copies, and update the contact information contained on the Notice, as necessary, for the life of this Agreement. Copies will also be provided to any person upon request.
10. Within three months of the effective date of this Agreement, and on yearly anniversaries of this Agreement until it expires, the County annually thereafter until the Agreement terminates, the County will implement and report to the Department its written procedures for providing information for interested persons with disabilities concerning the existence and location of the County's accessible programs, services, and activities.

GRIEVANCE PROCEDURE

11. Within three months of the effective date of this Agreement, the County will adopt the attached ADA Grievance Procedure (Attachment B), distribute it to all agency heads, and post copies of it in conspicuous locations in each of its public buildings. It will refresh the posted copies, and update the contact information contained on it, as necessary, for the life of the Agreement. Copies will also be provided to any person upon request.

GENERAL EFFECTIVE COMMUNICATION PROVISIONS

12. Within three months of the effective date of this Agreement, the County will identify sources of qualified sign language and oral interpreters, real-time transcription services, and vendors that can put documents in Braille, and will implement and report to the Department its written procedures, with time frames, for fulfilling requests from the public for sign language or oral interpreters, real-time transcription services, and documents in alternate formats (Braille, large print, cassette tapes, etc.).
13. The County will take steps to ensure that all appropriate employees are trained and practiced in using the Florida State Relay Service to make and receive calls.

9-1-1

14. Within three months of the effective date of this Agreement, the County will ensure that each 9-1-1 call station is equipped with a TTY or computer equivalent.
15. Within three months of the effective date of this Agreement, the County will develop procedures for answering 9-1-1 calls that include training all call takers to use a TTY to take

9-1-1 calls, to recognize a “silent” open line as a potential TTY call and respond by TTY, and to ensure that TTY calls are answered as quickly as other calls received.

16. The County will monitor its incoming 9-1-1 TTY calls to ensure they are answered as quickly and accurately as other calls received.
17. The County will incorporate correct TTY call-taking procedures into 9-1-1 call takers’ performance evaluations and will amend its personnel policies to include written disciplinary procedures for call takers who fail to perform TTY call-taking consistent with the training and procedures. The County will implement and report to the Department its evaluation and procedures within three months of the effective date of this Agreement.

LAW ENFORCEMENT AND EFFECTIVE COMMUNICATION

18. Within three months of the effective date of this Agreement, the County will adapt for its own use and implement the Lafayette County Sheriff’s Office Policy Statement on Effective Communication with People Who are Deaf or Hard of Hearing [Attachment C] and distribute to all sheriff department officers the *Guide for Law Enforcement Officers When in Contact with People Who are Deaf or Hard of Hearing* [Attachment D].
19. Within three months of the effective date of this Agreement, the County will contract with one or more local qualified oral/sign language interpreter agencies to ensure that the interpreting services will be available on a priority basis, twenty-four hours per day, seven days a week, to its sheriff department or make other appropriate arrangements (such as contracting directly with or hiring qualified interpreters).
20. Within three months of the effective date of this Agreement, the County will ensure that each sheriff station or substation and each jail is equipped with a working TTY to enable persons who are deaf, hard of hearing, or who have speech impairments to make outgoing telephone calls. Where inmate telephone calls are time-limited, the County will adopt policies permitting inmates who use TTY’s a longer period of time to make those calls, due to the slower nature of TTY communications compared with voice communications.

VOTING

21. Some of the County polling places may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, would be subject to the obligation to provide program access or to remove barriers to accessibility under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these polling places by any person or entity, including the Department.
22. Until all polling places in each precinct or voting district have accessible parking, exterior routes, entrances, and interior routes to the voting area, prior to each election, the County will identify and widely publicize to the public and to persons with disabilities and

organizations serving them the most accessible polling place(s) for each precinct or voting district.

23. Within three months of the effective date of this Agreement, the County will provide opportunities for same-day balloting for voters with disabilities whose assigned polling place does not have accessible parking, exterior route, entrance, and interior route to the voting area. The method for providing these opportunities may include allowing the individual to vote at another nearby location that is accessible, vote by an absentee ballot that is accepted if postmarked on the day of the election (or picked up by election officials at the home of the voter on the same day as the election), provide curbside voting at the inaccessible polling place, or any other method that ensures that disabled voters have the same degree of information available to them when casting their ballots as others.
24. Within one year of the effective date of this Agreement, the County will develop and implement a way for persons who are blind or have low vision to vote independently and privately, whether through ballots and instructions in alternate formats (in-person and absentee), Braille templates and audio instructions, the provision of accessible voting machines, or some other method.
25. Within three months of the effective date of this Agreement, the County will survey its voter registration locations for accessibility to persons with disabilities by using the form provided at Attachment F and will report the results of this survey to the Department. If barriers to access are identified, the County will implement and report the Department its plan to provide program access, which may include allowing persons to register to vote through alternative means or at alternative locations.
26. Within three months of the effective date of this Agreement, the County will make all voter registration materials available in alternate formats, including Braille, large print, audio tape, and computer disk.
27. Starting three months from the effective date of this Agreement, when the County purchases or otherwise acquires new voting machines, one such newly-acquired machine per polling location will be the most accessible model for persons with disabilities (including those with mobility and visual impairments) that has been approved for County use by the applicable governing authority (e.g., State Secretary of Elections or other such official).
28. Starting three months from the effective date of this Agreement, when setting up its voting equipment, the County will ensure that the equipment's accessibility to persons with disabilities is maximized, such as setting up table-top equipment on accessible tables and within the reach ranges required by the Standards, as shown in Attachment F.
29. Within the month prior to the next election that utilizes the County's polling places, and at yearly anniversaries of the effective date of this Agreement until it expires, the County will train poll workers on the rights of people with disabilities and the practical aspects of assuring those rights. The training will cover, at minimum, the need to maintain the physical

accessibility of polling locations; how to assist people with disabilities, as necessary; and how to operate any non-standard voting equipment or accessible features of standard equipment (particularly new, accessible equipment).

EMERGENCY MANAGEMENT PROCEDURES AND POLICIES

30. If the County contracts with another entity, such as the American Red Cross or another local government, to provide its emergency preparedness plans and emergency response services, the County will ensure that the other entity complies with the following provisions on its behalf.
31. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that it regularly solicits and incorporates input from persons with a variety of disabilities and those who serve them regarding all phases of its emergency management plan (preparation, notification, response, and clean up).
32. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that its community evacuation plans enable those who have mobility impairments, vision impairments, hearing impairments, cognitive disabilities, mental illness, or other disabilities to safely self-evacuate or be evacuated by others. Some communities are instituting voluntary, confidential registries of persons with disabilities who may need individualized evacuation assistance or notification. If the County adopts or maintains such a registry, its report to the Department will discuss its procedures for ensuring voluntariness, appropriate confidentiality controls, and how the registry will be kept updated, as well as its outreach plan to inform persons with disabilities of its availability. Whether or not a registry is used, the County plan should address accessible transportation needs for persons with disabilities.
33. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that if its emergency warning systems use sirens or other audible alerts, it will also provide ways to inform persons with hearing impairments of an impending disaster. The use of auto-dialed TTY messages to pre-registered individuals who are deaf or hard of hearing, text messaging, e-mails, open-captioning on local TV stations and other innovative uses of technology may be incorporated into such procedures, as well as lower-tech options such as dispatching qualified sign language interpreters to assist with emergency TV broadcasts.
34. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that at least one emergency shelter has a back-up generator and a way to keep medications refrigerated (such as a refrigerator or a cooler with ice). Such shelter(s) will be made available to persons whose disabilities require access to electricity and refrigeration, for example, for using life-sustaining medical devices, providing power to motorized wheelchairs, and preserving certain medications, such

as insulin, that require refrigeration. The written procedures will include a plan for notifying persons of the location of such shelter(s).

35. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written procedures that ensure that persons who use service animals are not separated from their service animals when sheltering during an emergency, even if pets are normally prohibited in shelters. The procedures will not unnecessarily segregate persons who use service animals from others but may take into account the potential presence of persons who, for safety or health reasons, should not be in contact with certain types of animals.
36. Some of the of the County's emergency shelters may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, are subject to the obligation to provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these facilities by any person or entity, including the Department.
37. Within one month of the effective date of this Agreement, the County will request in writing that each of the owners and operators of the shelter facilities listed in Attachment G will remove the noted barriers to access for persons with disabilities. The request will specify that the remediation be completed within one year of the effective date of this Agreement. The County will simultaneously send a courtesy copy of the request to the Department.
38. Within three months of the effective date of this Agreement and until all emergency shelters have accessible parking, exterior routes, entrances, interior routes to the shelter area, and toilet rooms serving the shelter area, the County will identify and widely publicize to the public and to persons with disabilities and the organizations that serve them the most accessible emergency shelters.

SIDEWALKS

39. Within three months of the effective date of this Agreement, the County will implement and report to the Department its written process for soliciting and receiving input from persons with disabilities regarding the accessibility of its sidewalks, including, for example, requests to add curb cuts at particular locations.
40. Within three months of the effective date of this Agreement, the County will identify and report to the Department all streets, roads, and highways that have been constructed or altered since January 26, 1992. Paving, repaving, or resurfacing a street, road, or highway is considered an alteration for the purposes of this Agreement. Filling a pothole is not considered an alteration for the purposes of this Agreement. Within three years of the effective date of this Agreement, the County will provide curb ramps or other sloped areas complying with the Standards or UFAS at all intersections of the streets, roads, and highways identified under this paragraph having curbs or other barriers to entry from a street level pedestrian walkway.

41. Beginning no later than three months after the effective date of this Agreement, the County will provide curb ramps or other sloped areas complying with the Standards or UFAS at any intersection having curbs or other barriers to entry from a street level pedestrian walkway, whenever a new street, road, or highway is constructed or altered.
42. Within three months of the effective date of this Agreement, the County will identify all street level pedestrian walkways that have been constructed or altered since January 26, 1992. Paving, repaving, or resurfacing a walkway is considered an alteration for the purposes of this Agreement. Within three years of the effective date of this Agreement, the County will provide curb ramps or other sloped areas complying with the Standards or UFAS at all places where a street level pedestrian walkway identified under this paragraph intersects with a street, road, or highway.
43. Beginning no later than three months after the effective date of this Agreement, the County will provide curb ramps or other sloped areas complying with the Standards or UFAS at all newly constructed or altered pedestrian walkways where they intersect a street, road, or highway.

WEB-BASED SERVICES AND PROGRAMS

44. Within 1 month of the effective date of this Agreement, and on subsequent anniversaries of the effective date of this Agreement, the County will distribute to all persons - employees and contractors - who design, develop, maintain, or otherwise have responsibility for content and format of its website(s) or third party websites used by the County (Internet Personnel) the technical assistance document, "Accessibility of State and Local Government Websites to People with Disabilities," which is Attachment H to this Agreement (it is also available at www.ada.gov/websites2.htm).
45. Within three months of the effective date of this Agreement, and throughout the life of the Agreement, the County will do the following:
 - a. Establish, implement, and post online a policy that its web pages will be accessible and create a process for implementation;
 - b. Ensure that all new and modified web pages and content are accessible;
 - c. Develop and implement a plan for making existing web content more accessible;
 - d. Provide a way for online visitors to request accessible information or services by posting a telephone number or e-mail address on its home page; and
 - e. Periodically (at least annually) enlist persons with disabilities to test its pages for ease of use.

46. The County will comply with the cited provisions of the Standards when taking the actions required by this Agreement.
47. Within three months of the effective date of this Agreement, the County will install signage as necessary to comply with 28 C.F.R. § 35.163(b), after having surveyed all facilities that are the subject of this Agreement for the purpose of identifying those that have multiple entrances not all of which are accessible.

PHYSICAL CHANGES TO FACILITIES

48. The elements or features of the County's facilities that do not comply with the Standards, including those listed in Attachments I, J and K, prevent persons with disabilities from fully and equally enjoying the County's services, programs, or activities and constitute discrimination on the basis of disability within the meaning of 42 U.S.C. § 12132 and 28 C.F.R. §§ 35.149 and 35.150.
49. The County will comply with the cited provisions of the Standards when taking the actions required by this Agreement.
50. Within three months of the effective date of this Agreement, the County will install signage as necessary to comply with 28 C.F.R. § 35.163(b), after having surveyed all facilities that are the subject of this Agreement for the purpose of identifying those that have multiple entrances not all of which are accessible.
51. Newly Constructed Facilities: In order to ensure that the following spaces and elements in County facilities for which construction was commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the County will take the actions listed in Attachment I.
52. Altered Facilities: In order to ensure that the following spaces and elements in County facilities for which alterations commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the County will take the actions listed in Attachment J.
53. Program Access in County Existing Facilities: In order to ensure that each of the County's programs, services, and activities operating at a facility that is the subject of this Agreement, when viewed in its entirety, is readily accessible to and usable by persons with mobility impairments, the County will take the actions listed in Attachment K.

MISCELLANEOUS PROVISIONS

54. Except as otherwise specified in this Agreement, at yearly anniversaries of the effective date of this Agreement until it expires, the County will submit written reports to the Department summarizing the actions the County has taken pursuant to this Agreement. Reports will include detailed photographs showing measurements, architectural plans, work orders,

notices published in the newspaper, copies of adopted policies, and proof of efforts to secure funding/assistance for structural renovations or equipment.

55. Throughout the life of this Agreement, consistent with 28 C.F.R. § 35.133(a), the County will maintain the accessibility of its programs, activities, services, facilities, and equipment, and will take whatever actions are necessary (such as routine testing of accessibility equipment and routine accessibility audits of its programs and facilities) to do so. This provision does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).
56. Within six months of the effective date of this Agreement, the County will develop or procure a two-hour training program on the requirements of the ADA and appropriate ways of serving persons with disabilities. The County will use the ADA technical assistance materials developed by the Department and will consult with interested persons, including individuals with disabilities, in developing or procuring the ADA training program.
57. Within one year of the effective date of this Agreement, the County will deliver its training program to all County employees who have direct contact with members of the public. At the end of that period, the County will submit a copy of its training curriculum and materials to the Department, along with a list of employees trained and the name, title, and address of the trainer.

IMPLEMENTATION AND ENFORCEMENT

58. If at any time the County desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the Department in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is written Agreement by the Department to the proposed modification, the proposed modification will not take effect. These actions must receive the prior written approval of the Department, which approval will not be unreasonably withheld or delayed.
59. The Department may review compliance with this Agreement at any time. If the Department believes that the County has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the Department for a modification of the relevant terms, the Department will so notify the County in writing and it will attempt to resolve the issue or issues in good faith. If the Department is unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date it provides notice to the County, it may institute a civil action in federal district court to enforce the terms of this Agreement, or it may initiate appropriate steps to enforce title II and section 504 of the Rehabilitation Act.
60. For purposes of the immediately preceding paragraph, it is a violation of this Agreement for the County to fail to comply in a timely manner with any of its requirements without

obtaining sufficient advance written agreement with the Department for an extension of the relevant time frame imposed by the Agreement.

- 61. Failure by the Department to enforce this entire Agreement or any provision thereof with regard to any deadline or any other provision herein will not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.
- 62. This Agreement is a public document. A copy of this document or any information contained in it will be made available to any person by the County or the Department on request.
- 63. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement (including its Attachments, which are hereby incorporated by reference), will be enforceable. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect the County's continuing responsibility to comply with all aspects of the ADA and section 504 of the Rehabilitation Act.
- 64. This Agreement will remain in effect for three years.
- 65. The person signing for the County represents that he or she is authorized to bind the County to this Agreement.
- 66. The effective date of this Agreement is the date of the last signature below.

For the County:

For the United States:

By: _____
DONNIE HAMLIN,
Chairman of the Commission

ALEXANDER ACOSTA
Assistant Attorney General for Civil Rights

By: _____
RICKY LYONS, Clerk of the Court

By: _____
JOHN L. WODATCH, Chief
JEANINE WORDEN, Deputy Chief
MARY LOU MOBLEY, Senior Counsel
ELIZABETH BACON, Supervisory Attorney
SUSAN GEIPE QUINN, Investigator
MICHELE ANTONIO MALLOZZI, Architect
U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Disability Rights Section - NYA
Washington, DC 20530

Date: _____

Date: _____

LAFAYETTE COUNTY ATTACHMENT A

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990, Lafayette County will not discriminate against qualified individuals with disabilities on the basis of disability in the County's services, programs, or activities.

Employment: The County does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the Americans with Disabilities Act (ADA).

Effective Communication: The County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the County's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all Lafayette County programs, services, and activities. For example, individuals with service animals are welcomed in Lafayette County offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a Lafayette County program, service, or activity, should contact the office of Ricky Lyons, P.O. Box 88, Mayo, FL 32066 as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require Lafayette County to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a Lafayette County program, service, or activity is not accessible to persons with disabilities should be directed to Ricky Lyons, P.O. Box 88, Mayo, FL 32066.

The County will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

LAFAYETTE COUNTY ATTACHMENT B

Grievance Procedure under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by Lafayette County. The Lafayette County Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as the name, address, phone number of the complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Ricky Lyons
P.O. Box 88
Mayo, FL 32066

Within 15 calendar days after receipt of the complaint, Ricky Lyons or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, Ricky Lyons or his designee will respond in writing, and where appropriate, in format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the County and offer options for substantive resolution of the complaint.

If the response by Ricky Lyons or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the *[City Manager/ County Commissioner/ other appropriate high-level official – TBD]* or *[his/her]* designee.

Within 15 calendar days after receipt of the appeal, the *[City Manager/ County Commissioner/ other appropriate high-level official – TBD]* or *[his/her]* designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the *[City Manager/ County Commissioner/ other appropriate high-level official – TBD]* or *[his/her]* designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by Ricky Lyons or his designee, appeals to the *[City Manager/ County Commissioner/ other appropriate high-level official–TBD]* or *[his/her]* designee, and responses from these two offices will be retained by Lafayette County for at least three years.

LAFAYETTE COUNTY ATTACHMENT C

LAFAYETTE COUNTY

POLICY STATEMENT REGARDING

EFFECTIVE COMMUNICATION WITH

PEOPLE WHO ARE DEAF OR HARD OF HEARING

OVERVIEW

It is the policy of this law enforcement agency (Agency) to ensure that a consistently high level of service is provided to all community members, including those who are deaf or hard of hearing. This Agency has specific legal obligations under the Americans with Disabilities Act and the Rehabilitation Act. To carry out these policies and legal obligations, the Agency instructs its officers and employees as follows:

- People who identify themselves as deaf or hard of hearing are entitled to a level of service equivalent to that provided hearing persons.
- The Agency will make every effort to ensure that its officers and employees communicate effectively with people who have identified themselves as deaf or hard of hearing.
- Effective communication with a person who is deaf or hard of hearing involved in an incident -- whether as a victim, witness, suspect, or arrestee -- is essential in ascertaining what actually occurred, the urgency of the matter, and type of situation.
- Various types of communication aids – known as “auxiliary aids and services” – are used to communicate with people who are deaf or hard of hearing. These include use of gestures or visual aids to supplement oral communication; an exchange of written notes; use of a computer or typewriter; use of assistive listening devices (to amplify sound for persons who are hard of hearing); or use of qualified oral or sign language interpreters.
- The type of aid that will be required for effective communication will depend on the individual’s usual method of communication, and the nature, importance, and duration of the communication at issue.
- In many circumstances, oral communication supplemented by gestures and visual aids, an exchange of written notes, use of a computer or typewriter, or use of an assistive listening device may be effective. In other circumstances, qualified sign language or oral interpreters are needed to communicate effectively with persons who are deaf or hard of hearing. The more lengthy, complex, and important the

communication, the more likely it is that a qualified interpreter will be required for effective communication with a person whose primary means of communication is sign language or speech reading. For example:

– If there has been an incident and the officer is conducting witness interviews, a qualified sign language interpreter may be required to communicate effectively with someone whose primary means of communication is sign language.

– If a person is asking an officer for directions to a location, gestures and an exchange of written notes will likely be sufficient to communicate effectively and a sign language interpreter is often not required.

- To serve each individual effectively, primary consideration should be given to the communication aid or service that works best for that person. Officers must ask persons who are deaf or hard of hearing what type of auxiliary aid or service they need. Officers must defer to those expressed choices, unless there is another equally effective way of communicating, given the circumstances, length, complexity, and importance of the communication, as well as the communication skills of the person who is deaf or hard of hearing.
- The Agency is not required to provide a particular auxiliary aid or service if doing so would fundamentally alter the nature of the law enforcement activity in question, or if it would cause an undue administrative or financial burden. Only the Agency head or his or her designee may make this determination. For example:
 - If the Agency has limited financial resources and providing a particular auxiliary aid would cost a large sum of money, the Agency head may determine that it would be an undue financial burden (note: the Agency's budget as a whole must be considered). In this situation, the most effective means of communication that does not involve an undue burden must be used.
- The input of people who are deaf or hard of hearing who are involved in incidents is just as important to the law enforcement process as the input of others. Officers must not draw conclusions about incidents unless they fully understand -- and are understood by -- all those involved, including persons who are deaf or hard of hearing.
- People who are deaf or hard of hearing must never be charged for the cost of an auxiliary aid or service needed for effective communication.

ON-CALL INTERPRETIVE SERVICES

- The Agency will maintain a list of sign language and oral interpreting services that are available (on-call 24 hours per day) and willing to provide qualified interpreters as needed. Each of these services will be chosen after having been screened for the quality and skill of its interpreters, its reliability, and other factors such as cost. The Agency will update this list annually.
- A qualified sign language or oral interpreter is one who is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Accordingly, an interpreter must be able to sign to the deaf individual (or interpret orally to the person who does not use sign language) what is being said by the hearing person and to voice to the hearing person what is being signed or said by the deaf individual. The interpreter must be able to interpret in the language the deaf person uses (e.g., American Sign Language or Signed English) and must be familiar with law enforcement terms and phrases. Because a qualified interpreter must be able to interpret impartially, a family member, child, or friend of the individual who is deaf may not be qualified to render the necessary interpretation because of factors such as professional, emotional, or personal involvement, or considerations of confidentiality. Additionally, although a “qualified” interpreter may be certified, a certified interpreter is not necessarily “qualified,” if he or she is not a good communications match for the deaf person (e.g., where the deaf person uses Signed English and the interpreter uses American Sign Language) or the situation (e.g., where the interpreter is unfamiliar with law enforcement vocabulary). Certification is not required in order for an interpreter to be “qualified.”

TTY AND RELAY SERVICES

- In situations when a nondisabled person would have access to a telephone, officers must provide persons who are deaf or hard of hearing the opportunity to place calls using a text telephone (TTY, also known as a telecommunications device for deaf people, or TDD). Officers must also accept telephone calls placed by persons who are deaf or hard of hearing through the Telecommunications Relay Service.

TECHNIQUES FOR OFFICERS TO COMMUNICATE EFFECTIVELY

- Officers must review and have a working knowledge of *Guide for Law Enforcement Officers When In Contact With People Who Are Deaf or Hard of Hearing*. This document reviews how officers should communicate effectively in the types of situations officers will encounter. These situations include:
 - Issuing a noncriminal or motor vehicle citation.
 - Communicating with a person who initiates contact with an officer.
 - Interviewing a victim or critical witness to an incident.
 - Questioning a person who is a suspect in a crime.
 - Making an arrest or taking a person into custody.
 - Issuing *Miranda Warnings* to a person under arrest or in custody.
 - Interrogating a person under arrest or in custody.

TYPES OF AUXILIARY AIDS AND SERVICES

- Officers must utilize the following auxiliary aids, when available, to communicate effectively:
 - Use of gestures
 - Use of visual aids
 - Exchange of written notes
 - Use of computers or typewriters
 - Use of assistive listening devices
 - Use of teletypewriters (TTY's)
 - Use of qualified oral or sign language interpreters

LAFAYETTE COUNTY ATTACHMENT D

GUIDE FOR LAW ENFORCEMENT OFFICERS

When In Contact With People Who Are Deaf or Hard of Hearing

As a law enforcement officer, you can expect to come into contact with people who are deaf or hard of hearing.

Title II of the Americans with Disabilities Act (ADA) of 1990 prohibits State and local government from discriminating against an individual with a disability. Municipal and State police and county sheriff departments are bound by this Federal law. Your office has adopted a more detailed policy regarding law enforcement officers' communication with people who are deaf or hard of hearing. You should become familiar with this policy.

What does title II require of you when interacting with persons who are deaf or hard of hearing? Among other things, your communication with such an individual must be as effective as your communication with hearing people.

How do you communicate? Provide aids or services as necessary to ensure that the deaf or hard of hearing individual understands what you are saying and that you understand him or her. These can include:

- use of qualified sign language or oral interpreters
- for people who are hard of hearing, speaking loudly and clearly, and use of assistive listening devices (to amplify sound)
- use of gestures or visual aids to supplement oral communication
- an exchange of written notes
- or use of a computer or typewriter.

What method of communication should you use? The law requires you to give primary consideration to the individual's preference. Ask how the person wishes to communicate.

For example, some people who are deaf do not use sign language and may need to use a different aid or rely on lipreading. In one-on-one communication with an individual who lip reads, an officer should face the individual directly, and should ensure that the communication takes place in a well-lighted area.

Honor the individual's choice unless it would significantly interfere with your law enforcement responsibilities or you are confident that other means of communicating, that may be easier to provide, are just as effective. Remember that deaf or hard of hearing persons must be able to understand you as well as those who do not have hearing impairments.

DO NOT ask a family member or friend to interpret for a deaf individual unless it is urgent to communicate immediately and that is the only option. If the deaf person requests that arrangement and the other person agrees, however, you can proceed.

How do you know when you are communicating clearly to an individual who is deaf or hard of hearing? Ask the person to summarize what you are saying. Test his or her understanding.

If the person uses sign language, what kinds of communication require an interpreter?
Consider the length, importance, and complexity of the communication, as well as the context.

- In a simple encounter, such as checking a driver’s license or giving directions, a notepad and pencil or perhaps gestures will normally be sufficient.
- During interrogations and arrests, a sign language interpreter will often be necessary.
- If the legality of a conversation will be questioned in court, such as where *Miranda* warnings are issued, a sign language interpreter may be necessary. You should be careful about misunderstandings in the absence of a qualified interpreter. A nod of the head may be an attempt to appear cooperative in the midst of misunderstanding, rather than consent or a confession of wrongdoing.
- In general, if an individual who does not have a hearing disability would be subject to police action without interrogation, then an interpreter will not be required, unless one is necessary to explain the action being taken.

Example: An officer clocks a car on the highway driving 15 miles above the speed limit. The driver, who is deaf, is pulled over and issued a noncriminal citation. The individual is able to understand the reasons for the citation, because the officer exchanges notes and points to information on the citation. A sign language interpreter is not needed.

Example: An officer responds to an aggravated battery call and upon arriving at the scene observes a bleeding victim and an individual holding a weapon. Eyewitnesses observed the individual strike the victim. The individual with the weapon is deaf, but the officer has probable cause to make a felony arrest without an interrogation. An interpreter is not necessary to carry out the arrest.

Example: An officer responds to the scene of a domestic disturbance. The husband says the wife has been beating their children and he has been trying to restrain her. The wife, who is deaf, requests an interpreter. The officer begins by exchanging notes but the woman’s responses indicate a lack of comprehension and poor grammar. An interpreter is necessary to carry out any arrest. In this situation, it would be inappropriate to use a family member to assist with communication, even if it is offered.

Do you have to take a sign language interpreter to a call about a violent crime in progress or a similar urgent situation involving a person who is deaf? No. An officer's immediate priority is to stabilize the situation. If the person being arrested is deaf, the officer can make an arrest and call for an interpreter to be available later at the booking station.

Contact numbers for your local sign language interpreters:

LAFAYETTE COUNTY ATTACHMENT E: RESERVED

Attachment E does not apply.

LAFAYETTE COUNTY ATTACHMENT F: UNDER SEPARATE COVER

See Under Separate Cover.

LAFAYETTE COUNTY ATTACHMENT G: RESERVED

Attachment G does not apply.

LAFAYETTE COUNTY ATTACHMENT H: UNDER SEPARATE COVER

See Under Separate Cover.

LAFAYETTE COUNTY ATTACHMENT I

MODIFICATIONS TO NEWLY CONSTRUCTED FACILITIES

Newly Constructed Facilities: In order to ensure that the following spaces and elements in County facilities, for which construction was commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the County will take the following actions within two years of the effective date of this Agreement:

MAYO RECREATION COMPLEX

1. PARKING

- a. Although the parking lot has an adequate number of accessible spaces for cars, there is no van accessible space. On the shortest accessible route to the accessible entrance, provide at least 1 van accessible space designated as reserved for people with disabilities. Ensure that van accessible spaces are a minimum of 96 inches wide and served by access aisles at least 96 inches wide. At all spaces designated as reserved for persons with disabilities, provide vertical signs with the International Symbol of Accessibility located such that they cannot be obstructed by parked vehicles. At van accessible spaces, provide an additional "Van-Accessible" sign located below the International Symbol of Accessibility. Ensure that all spaces and access aisles for persons with disabilities are flat and level, with slopes and cross-slopes not exceeding 1:50 in all directions, and that their surfaces are firm, stable, and slip-resistant. Standards §§ 4.1.2(5), 4.6, 4.30.7(1).

2. CONCESSION AREA

- a. The service counter is inaccessible because the counter is 44 inches high. Provide a portion of the main counter on an accessible route such that the counter is 60 inches minimum in length and between 28 and 34 inches in height, or provide service at accessible tables within the same area of the facility. Standards § 5.2.

3. MEN'S TOILET ROOM

- a. The toilet room sign is inaccessible. Provide a toilet room sign with raised and Braille characters. The sign shall be mounted on the wall adjacent to the latch side of the door with the centerline of the sign at 60 inches above the finished floor and situated such that a person can approach within 3 inches of the sign without encountering an obstruction or standing within a door swing. Standards §§ 4.1.2(7)(d), 4.30.1, 4.30.4, 4.30.5, 4.30.6.
- b. The door to the toilet room stall is inaccessible because the door has a twist lock device. Provide a door with hardware usable with one hand and without tight grasping, pinching, or twisting of the wrist. Lever-operated, push-type, and U-shaped handles are acceptable designs. Standards §§ 4.1.3(11), 4.22.2, 4.13.9.
- c. There is no rear grab bar. Provide a rear grab bar that is at least 36 inches in overall length, with the closer end no more than 6 inches from the side wall; mounted 33 to 36 inches above the finished floor; with a diameter between 1¼ and 1½ inches; with 1½ inches between the grab bar and the wall; and at least 1½ inches between the

grab bar and any other object, such as a toilet seat cover dispenser. Standards §§ 4.1.3(11), 4.22.4, 4.17.6, 4.26.2, Fig. 30.

- d. There is no side grab bar. Provide a side grab bar that is at least 40 inches in overall length, with the far end mounted at least 54 inches from the rear wall and the closer end 12 inches or less from the rear wall; mounted 33 to 36 inches above the finished floor; with a diameter between 1¼ and 1½ inches; with 1½ inches between the grab bar and the wall; and at least 1½ inches between the grab bar and any other object, such as the toilet paper dispenser. Standards §§ 4.1.3(11), 4.22.4, 4.17.6, 4.26.2, Fig. 30.
- e. The toilet paper dispenser is inaccessible because it is located 42 inches from the back wall and 22 to 30 inches above the finished floor. Provide a toilet paper dispenser that is mounted with its top at least 1½ inches under the side grab bar and 36 inches or less from the rear wall and is centered at least 19 inches above the finished floor. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, Fig. 30(d).
- f. The urinal is inaccessible because the rim is 22 1/4 inches above the finished floor and the flush control is mounted 49 inches above the finished floor. Provide a urinal with an elongated rim mounted 17 inches or less above the finished floor, a clear floor space of at least 30 inches wide and 48 inches deep centered on the urinal, and a flush control height of 44 inches or less above the finished floor. Standards §§ 4.1.3(11), 4.22.5, 4.18.2, 4.18.3, 4.18.4.
- g. The paper towel dispenser is inaccessible because the controls are mounted 56 inches above the finished floor. Provide a paper towel dispenser with the controls a maximum height above the finished floor of 48 inches for a forward approach or 54 inches for a side approach and that is accompanied by clear floor space of 30 by 48 inches that allows a forward or parallel approach by a person using a wheelchair. Standards §§ 4.1.3(13), 4.27.2, 4.27.3, 4.2.4, 4.2.5, 4.2.6.

4. WOMEN'S TOILET ROOM

- a. The toilet room sign is inaccessible. Provide a toilet room sign with raised and Braille characters. The sign shall be mounted on the wall adjacent to the latch side of the door with the centerline of the sign at 60 inches above the finished floor and situated such that a person can approach within 3 inches of the sign without encountering an obstruction or standing within a door swing. Standards §§ 4.1.2(7)(d), 4.30.1, 4.30.4, 4.30.5, 4.30.6.
- b. The door to the toilet room stall is inaccessible because the door has a twist lock device. Provide a door with hardware usable with one hand and without tight grasping, pinching, or twisting of the wrist. Lever-operated, push-type, and U-shaped handles are acceptable designs. Standards §§ 4.1.3(11), 4.22.2, 4.13.9.
- c. There is no rear grab bar. Provide a rear grab bar that is at least 36 inches in overall length, with the closer end no more than 6 inches from the side wall; mounted 33 to 36 inches above the finished floor; with a diameter between 1¼ and 1½ inches; with 1½ inches between the grab bar and the wall; and at least 1½ inches between the grab bar and any other object, such as a toilet seat cover dispenser. Standards §§ 4.1.3(11), 4.22.4, 4.17.6, 4.26.2, Fig. 30.
- d. There is no side grab bar. Provide a side grab bar that is at least 40 inches in overall length, with the far end mounted at least 54 inches from the rear wall and the closer

end 12 inches or less from the rear wall; mounted 33 to 36 inches above the finished floor; with a diameter between 1¼ and 1½ inches; with 1½ inches between the grab bar and the wall; and at least 1½ inches between the grab bar and any other object, such as the toilet paper dispenser. Standards §§ 4.1.3(11), 4.22.4, 4.17.6, 4.26.2, Fig. 30.

- e. The toilet is inaccessible because its centerline measures 22 inches from the side wall. Provide a toilet with a centerline that measures 18 inches from the near side wall. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, Fig. 30.
- f. The toilet paper dispenser is inaccessible because it is located 42 inches from the back wall and 22 to 30 inches above the finished floor. Provide a toilet paper dispenser that is mounted with its top at least 1½ inches under the side grab bar and 36 inches or less from the rear wall and is centered at least 19 inches above the finished floor. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, Fig. 30(d).

5. DRINKING FOUNTAIN

- a. Although an accessible drinking fountain is provided, there is no drinking fountain provided for people who have difficulty bending or stooping. Provide a drinking fountain that is accessible to people who have difficulty bending or stooping. This can be accommodated by the use of a “hi-lo” fountain; by providing one fountain accessible to those who use wheelchairs and one fountain at a standard height convenient for those who have difficulty bending; by providing a fountain accessible to people who use wheelchairs and a cup dispenser, or by such other means as would achieve the required accessibility for each group of people. Standards § 4.1.3(10)(a).

EMERGENCY MANAGEMENT OPERATIONS

6. EMERGENCY OPERATIONS CENTER

- a. The route from the main area of the room to the presenter area is inaccessible because there is a 7 inch step leading to the presenter area. Provide at least one accessible route within the boundary of the site connecting these elements that, to the maximum extent feasible, coincides with the route for the general public. The accessible route must have a minimum clear width of 36 inches, or a minimum clear width of 42 inches if there is a turn around an obstruction less than 48 inches wide; have a surface that is firm, stable, and slip resistant; have, in the absence of a ramp, or platform lift, no level changes in excess of ½ inch vertically; and have a running slope of less than 1:20 (5%) (or have been constructed as a fully accessible ramp) and a cross slope of less than 1:50 (2%). Standards §§ 4.1.3(1), 4.3, 4.5, Fig. 7.

7. MEN'S TOILET/SHOWER ROOM

- a. The toilet is inaccessible because its centerline measures 16 ½ inches from the side wall. Provide a toilet with a centerline that measures 18 inches from the near side wall. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, Fig. 30.
- b. The soap dispenser is inaccessible because the controls are mounted at 48 inches above the finished floor and require a 28 inch reach over the sink. Provide a soap dispenser with the controls a maximum height above the finished floor of 48 inches for a forward approach or 54 inches for a side approach and that is accompanied by clear floor space of 30 by 48 inches that allows a forward or parallel approach by a

person using a wheelchair. Standards §§ 4.1.3(13), 4.27.2, 4.27.3, 4.2.4, 4.2.5, 4.2.6, Fig. 4.

- c. The shower is inaccessible because there is no shower seat. Provide an L-shaped shower seat mounted on the wall opposite the controls and extending the full depth of the stall; . Ensure that the shower has grab bars, controls, a shower spray unit, and a seat, curb, and enclosure, if provided, that comply fully with the Standards and with Figs. 35, 36, and 37, as applicable. Standards §§ 4.1.3(11), 4.21, Figs. 35, 36, 37.

8. WOMEN'S TOILET/SHOWER ROOM

- a. The soap dispenser is inaccessible because the controls are mounted at 48 inches above the finished floor and require a 28 inch reach over the lavatory. Provide a soap dispenser with the controls a maximum height above the finished floor of 48 inches for a forward approach or 54 inches for a side approach and that is accompanied by clear floor space of 30 by 48 inches that allows a forward or parallel approach by a person using a wheelchair. Standards §§ 4.1.3(13), 4.27.2, 4.27.3, 4.2.4, 4.2.5, 4.2.6, Fig. 4.
- b. The toilet is inaccessible because the flush control is on the closed side of the stall. Provide a flush control mounted on the “open” side of the toilet’s clear floor space; 44 inches or less above the finished floor; and requiring a maximum of 5 pounds of force to operate; or provide an automatic flush device. Standards §§ 4.1.3(11), 4.22.4, 4.16.5, 4.17.2, 4.27.4.
- c. The shower is inaccessible because the shower stall is 38 inches deep and 35 inches wide and there is no shower seat. Provide a shower in this room that is exactly 36 inches wide and 36 inches deep with a 48 inch long and 36 inch wide clear floor space alongside the shower opening, and an L-shaped shower seat mounted on the wall opposite the controls and extending the full depth of the stall; OR a shower that is at least 30 inches deep and 60 inches wide with no curb or threshold and with a 36 inch deep and 60 inch wide clear floor space at the shower opening. Ensure that the shower has grab bars, controls, a shower spray unit, and a seat, curb, and enclosure, if provided, that comply fully with the Standards and with Figs. 35, 36, and 37, as applicable. Standards §§ 4.1.3(11), 4.21, Figs. 35, 36, 37.

LAFAYETTE COUNTY ATTACHMENT J

MODIFICATIONS TO ALTERED FACILITIES

Altered Facilities: In order to ensure that the following spaces and elements in County facilities, for which alterations commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the County will take the following actions within two years of the effective date of this Agreement:

LAFAYETTE COUNTY COURT HOUSE

1. ENTRANCE

- a. The building is inaccessible because there is no exterior signage indicating the location of the accessible entrance. Provide accessible, directional signage with the International Symbol of Accessibility at inaccessible entrances directing users to the accessible entrance, and provide accessible signage with the International Symbol of Accessibility at all permanent accessible entrances. Standards §§ 4.1.3(8)(d), 4.1.3(16)(b), 4.1.6(1)(b), 4.13, 4.30.

2. HALLWAYS

- a. There is no signage at inaccessible unaltered toilet rooms directing people with disabilities to the accessible toilet rooms. Provide accessible directional signage with the International Symbol of Accessibility at inaccessible toilet rooms indicating the location of the nearest accessible toilet room, and provide accessible signage with the International Symbol of Accessibility at all accessible toilet rooms. Standards §§ 4.1.2(7)(d), 4.1.6(3)(e)(iii), 4.30.1, 4.30.2, 4.30.3, 4.30.5, 4.30.7.

3. MEN'S SECOND FLOOR TOILET ROOM

- a. The toilet paper dispenser is inaccessible because the toilet paper is 16 inches above the finished floor. Provide a toilet paper dispenser that is mounted with its top at least 1½ inches under the side grab bar and 36 inches or less from the rear wall and is centered at least 19 inches above the finished floor. Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22.4, 4.17.3, Fig. 30(d).

4. WOMEN'S SECOND FLOOR TOILET ROOM

- a. The mirror is inaccessible. Provide a mirror with the bottom edge of its reflecting surface no more than 40 inches above the finished floor. Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22.6, 4.19.6.
- b. The toilet is inaccessible because the flush control is on the closed side of the stall. Provide a flush control mounted on the "open" side of the toilet's clear floor space; 44 inches or less above the finished floor; and requiring a maximum of 5 pounds of force to operate; or provide an automatic flush device. Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22.4, 4.16.5, 4.17.2, 4.27.4.

5. TAX COLLECTOR

- a. The door is inaccessible because knob hardware is used. Provide a door with hardware that is easy to grasp with one hand and that does not require tight grasping, pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs. Standards §§ 4.1.3(7)(b), 4.1.6(1)(b), 4.13.9.

6. SUPERVISOR OF ELECTIONS

- a. The door is inaccessible because knob hardware is used. Provide a door with hardware that is easy to grasp with one hand and that does not require tight grasping, pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs. Standards §§ 4.1.3(7)(b), 4.1.6(1)(b), 4.13.9.

7. SHERIFF'S OFFICE

- a. The door is inaccessible because knob hardware is used. Provide a door with hardware that is easy to grasp with one hand and that does not require tight grasping, pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs. Standards §§ 4.1.3(7)(b), 4.1.6(1)(b), 4.13.9.

8. PROPERTY APPRAISER

- a. The door is inaccessible because knob hardware is used. Provide a door with hardware that is easy to grasp with one hand and that does not require tight grasping, pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs. Standards §§ 4.1.3(7)(b), 4.1.6(1)(b), 4.13.9.

9. COUNTY CLERK

- a. There is no room sign. Provide permanent room signage with upper case, sans serif or simple serif type letters and numerals, meeting the requirements of the Standards for character height, raised characters, finish and contrast, accompanied by Grade 2 Braille; mounted on the wall adjacent to the latch side of the door or on the nearest adjacent wall at a height of 60 inches above the finished floor to the centerline of the sign; and located so that a person may approach within 3 inches of the signage without encountering protruding objects or standing within the swing of a door. Standards §§ 4.1.2(7), 4.1.6(1)(b), 4.30.1, 4.30.4, 4.30.5, 4.30.6.

10. BUILDING DEPARTMENT

- a. The service counter is inaccessible because the counter is 44 inches high. Provide a counter on an accessible route such that a portion of the counter is at least 36 inches wide and no more than 36 inches above the finished floor, or provide an auxiliary counter with a maximum height of 36 inches in close proximity to the main counter, or provide equivalent facilitation. Equivalent facilitation may be provided in the form of a folding shelf attached to the main counter, an auxiliary table nearby, a clip board made available to the public, or other means. Standards §§ 4.1.1(2), 4.1.6(1)(b), 7.2(2), 4.1.3(1), 4.3.

11. STAFF LOUNGE - UNISEX TOILET ROOM

- a. The door is inaccessible because it has a clear opening width of 29 ½ inches. Provide a door with a clear opening at least 32 inches wide when measured from the face of the door to the opposite stop when the door is opened 90 degrees and with hardware usable with one hand and without tight grasping, pinching, or twisting of the wrist. Lever-operated, push-type, and U-shaped handles are acceptable designs. Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22.2, 4.13.5, 4.13.9.
- b. There is no rear grab bar. Provide a rear grab bar that is at least 36 inches in overall length, with the closer end no more than 6 inches from the side wall; mounted 33 to 36 inches above the finished floor; with a diameter between 1¼ and 1½ inches; with 1½ inches between the grab bar and the wall; and at least 1½ inches between the grab bar and any other object, such as a toilet seat cover dispenser. Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22.4, 4.17.6, 4.26.2, Fig. 30.
- c. There is no side grab bar. Provide a side grab bar that is at least 40 inches in overall length, with the far end mounted at least 54 inches from the rear wall and the closer end 12 inches or less from the rear wall; mounted 33 to 36 inches above the finished floor; with a diameter between 1¼ and 1½ inches; with 1½ inches between the grab bar and the wall; and at least 1½ inches between the grab bar and any other object, such as the toilet paper dispenser. Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22.4, 4.17.6, 4.26.2, Fig. 30.
- d. The toilet is inaccessible because the top of the seat is 16 inches above the finished floor. Provide a toilet with a seat that measures 17 to 19 inches above the finished floor. Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22.4, 4.16.3, Fig. 29(b).
- e. No accessible mirror has been provided. Provide a mirror with the bottom edge of its reflecting surface no more than 40 inches above the finished floor. Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22.6, 4.19.6.
- f. The lavatory is inaccessible because the hot water pipes are not insulated or otherwise configured to protect against contact. Provide hot water and drain pipes that are insulated or otherwise configured to protect against contact. Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22.6, 4.19.4.

12. COURTROOM

- a. The route to the jury area is inaccessible because there is a step into the jury box. Provide at least one accessible route to the jury box that, to the maximum extent feasible, coincides with the route for the nondisabled general public. The accessible route must have a minimum clear width of 36 inches, or a minimum clear width of 42 inches if there is a turn around an obstruction less than 48 inches wide; have, in the absence of a ramp, or platform lift, no level changes in excess of ½ inch vertically; and have a running slope of less than 1:20 (5%) (or have been constructed as a fully accessible ramp) and a cross slope of less than 1:50 (2%). If the placement of a ramp would pose a hazard by restricting an egress route would by projecting into such a route, provide a wheelchair seating area for jurors with disabilities outside of the raised jury box. Standards §§ 4.1.3(1), 4.1.6(1)(b), 4.3, 4.5, Fig. 7.

LAFAYETTE COUNTY DETENTION CENTER

13. PARKING

- a. Although the parking lot has an adequate number of accessible spaces for cars, there is no van accessible space. On the shortest accessible route to the accessible entrance, provide at least 1 van accessible space designated as reserved for people with disabilities. Ensure that van accessible spaces are a minimum of 96 inches wide and served by access aisles at least 96 inches wide. At all spaces designated as reserved for persons with disabilities, provide vertical signs with the International Symbol of Accessibility located such that they cannot be obstructed by parked vehicles. At van accessible spaces, provide an additional "Van-Accessible" sign located below the International Symbol of Accessibility. Ensure that all spaces and access aisles for persons with disabilities are flat and level, with slopes and cross-slopes not exceeding 1:50 in all directions, and that their surfaces are firm, stable, and slip-resistant. Standards §§ 4.1.2(5), 4.1.6(1)(b), 4.6, 4.30.7(1).

14. UNISEX TOILET ROOM AT FRONT ENTRANCE

- a. The toilet room contains a number of inaccessible elements and is not accessible to people with disabilities. Provide an accessible toilet room such that all of the room's elements, including signage, door, door hardware, clear floor space, water closet, urinal (if provided), grab bars, lavatory, mirror, controls, and dispensers, comply with the Standards. Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22, 4.13, 4.16, 4.18, 4.19, 4.26, 4.27, 4.30, Figs. 28, 29.
- b. Although an audible alarm is provided in this facility, there is no visual alarm appliance in the toilet room. Provide a visual alarm appliance in the toilet room. Standards §§ 4.1.3(14), 4.1.6(1)(b), 4.28.1, 4.28.3.

15. ACCESSIBLE DORMITORY

- a. The toilet is inaccessible because it is in an area measuring 44 inches wide by 80 inches deep and there is insufficient clear floor space. Provide clear floor space at the toilet that complies with Fig. 28. Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22.4, 4.16.2, Fig. 28.
- b. The toilet is inaccessible because the flush control is on the closed side. Provide a flush control mounted on the "open" side of the toilet's clear floor space; 44 inches or less above the finished floor; and requiring a maximum of 5 pounds of force to operate; or provide an automatic flush device. Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22.4, 4.16.5, 4.17.2, 4.27.4.
- c. The lavatory is inaccessible because it has twist-type faucets. Provide a lavatory with a faucet that can be operated with 5 pounds of force or less and can be used with one hand and without tight grasping, pinching, or twisting of the wrist (lever-operated, push-type, and electronically controlled mechanisms are examples of acceptable designs). Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22.6, 4.19.5, 4.27.4.
- d. The lavatory is inaccessible because the hot water pipes are not insulated or otherwise configured to protect against contact. Provide hot water and drain pipes that are insulated or otherwise configured to protect against contact. Standards §§ 4.1.3(11), 4.1.6(1)(b), 4.22.6, 4.19.4.

- e. The route from the shower area into the shower is inaccessible because there is a 10 inch step. Provide at least one accessible route within the boundary of the site connecting these elements that, to the maximum extent feasible, coincides with the route for the general public. The accessible route must have a minimum clear width of 36 inches, or a minimum clear width of 42 inches if there is a turn around an obstruction less than 48 inches wide; have passing spaces at least 60 inches by 60 inches at least every 200 feet; have a minimum clear headroom of 80 inches; have a surface that is firm, stable, and slip resistant; have, in the absence of a curb ramp, ramp, elevator, or platform lift, no level changes in excess of ½ inch vertically; and have a running slope of less than 1:20 (5%) (or have been constructed as a fully accessible ramp) and a cross slope of less than 1:50 (2%). Standards §§ 4.1.3(1), 4.1.6(1)(b), 4.3, 4.5, Fig. 7.