

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 02-61126-CIV-ZLOCH

ADVOCATING DISABILITY RIGHTS,
INC., a Florida not-for-profit
corporation, and CARLISLE
WILSON, individually,

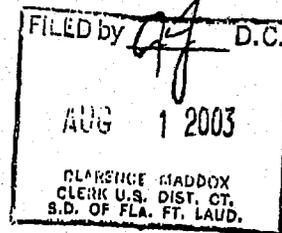
Plaintiffs,

vs.

CONSENT FINAL JUDGMENT

CITY OF FORT LAUDERDALE,
FLORIDA,

Defendant.



THIS MATTER is before the Court upon the Consent Decree, bearing file stamp of the Clerk of this Court dated July 31, 2003 and filed herein by the Plaintiffs, Advocating Disability Rights, Inc. and Carlisle Wilson, and the Defendant, City of Fort Lauderdale, Florida. The Court has carefully reviewed the Complaint, the aforementioned Consent Decree, the entire court file and is otherwise fully advised in the premises.

Accordingly, after due consideration, it is

ORDERED AND ADJUDGED as follows:

1. The Consent Decree, bearing file stamp of the Clerk of this Court dated July 31, 2003, and filed herein by the Plaintiffs, Advocating Disability Rights, Inc. and Carlisle Wilson, and the Defendant, City of Fort Lauderdale, Florida be and the same is hereby approved, adopted and ratified;

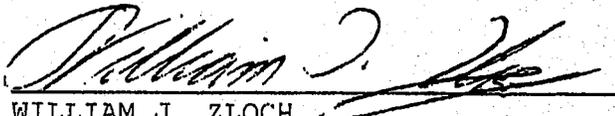
2. The above-styled cause be and the same is hereby

DISMISSED, with prejudice;

3. The Court shall retain jurisdiction over the above-styled cause to enforce the terms of the Consent Decree; and

4. To the extent not otherwise disposed of herein, all pending Motions are hereby **DENIED** as moot.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida, this 1st day of August, 2003.


WILLIAM J. ZLOCH
Chief United States District Judge

Copies furnished:

William D. Tucker, Esq.
Lawrence J. McGuinness, Esq.
For Plaintiffs

Clark Cochran, Esq.
For Defendant

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 0261126-CIV-ZLOCH/SNOW

ADVOCATING DISABILITY RIGHTS, INC.,
A Florida Not-for-Profit Corporation,
and **CARLISLE WILSON**, Individually,

Plaintiffs,

vs.

THE CITY OF FORT LAUDERDALE, FLORIDA,

Defendant.

CONSENT DECREE

INTRODUCTION

I. This matter was initiated by a complaint filed under Title II of the Americans with Disabilities Act ("ADA") and Section 504 of the Rehabilitation Act against the City. Plaintiffs' Complaint alleges that in the provision of its programs, services and activities, the City failed to comply with certain ADA requirements for local governments, which include the following:

1. Failure to develop a transition plan setting forth the necessary steps for the removal of all structural barriers and physical obstacles to persons with disabilities in City facilities and to complete the necessary steps by the deadline established by the ADA, 28 C.F.R. § 35.150;
2. Failure to develop a transition plan for the removal of physical barriers in City streets, roads, intersections, and sidewalks, and providing for the installation of curb ramps and accessible sidewalks, for completion within the deadline established by the ADA, 28 C.F.R. § 35.150;
3. Failure to properly notify applicants, participants, beneficiaries, and other interested persons of their rights under the ADA and the City's obligations under Title II, 28 C.F.R. § 35.106;
4. Failure to provide necessary information to interested persons with disabilities concerning the existence and location of the City's accessible services, activities, and facilities, 28 C.F.R. § 35.163(a);

5. Failure to properly designate a responsible employee to coordinate its efforts to comply and to carry out the City's ADA responsibilities, 28 C.F.R. § 35.107(a);
6. Failure to properly establish and publish a grievance procedure for resolving citizens' complaints regarding the City's non-compliance with the ADA, 28 C.F.R. § 35.107(b);
7. Failure to operate each City 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;
8. Failure 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 all applicable ADA design standards, 28 C.F.R. § 35.151;
9. Failure to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others, including the failure to furnish auxiliary aids and services to persons with disabilities, when necessary, 28 C.F.R. § 35.160;

II. The allegations, taken as a whole, suggest that persons with disabilities are precluded from full participation in, or are denied the benefits of, City services, programs, and activities due to the City's alleged failure to comply with the specific requirements of Title II of the ADA and Section 504 of the Rehabilitation Act.

III. The Plaintiffs and the City desire to settle the action between them without the burden of prolonged litigation. This Consent Decree resolves all allegations raised by the Plaintiffs in their Complaint. The parties waive, for the purposes of this Consent Decree only, a hearing and findings of fact and conclusions of law on all issues raised by the Plaintiffs in their Complaint.

It is therefore ORDERED ADJUDGED AND DECREED as follows:

PROGRAM ACCESSIBILITY AND BARRIER REMOVAL

IV. The parties hereby agree that the City shall perform certain work to increase the accessibility and usability of its facilities, programs and services for persons with disabilities, to be completed within sixty

(60) months unless specific deadlines are designated herein. These projects include physical alterations to existing City facilities and public sidewalks and roadways, the establishment of certain policies and procedures that ensure proper information and materials are made available to persons with disabilities in the provision of City services and activities, and the designation of City staff to oversee and coordinate the City's projects to comply with this Consent Decree and Title II of the ADA.

V. The parties acknowledge and agree that where construction of, or physical alteration to an existing facility, is required, such construction or alteration shall be performed in compliance with the ADA Accessibility Guidelines for construction ("ADAAG" standards), and the Florida Accessibility Code ("FAC" standards), Fla. Stat. §§ 553.501-513, where applicable and specifically identified in this Agreement. 28 C.F.R. § 35.151.

VI. Removal of structural barriers for persons with disabilities, pursuant to 28 C.F.R. § 35.151, shall comply with ADAAG and FAC standards, unless compliance is technically infeasible, in which case the parties have agreed to departures from ADAAG and/or FAC standards and the use of alternative methods to provide equivalent accessibility, as identified in this Consent Decree.

VII. In alterations to facilities to remove structural barriers, if compliance with ADAAG and FAC standards is technically infeasible, the parties agree that such alterations shall still provide accessibility to the greatest extent feasible. "Technically infeasible" means, with respect to an alteration or barrier removal project, that the alteration has little likelihood of being accomplished because existing structural conditions would require relocation or significant alteration of a load-bearing member which is essential to the structural frame; or the relocation of plumbing fixtures that would require the relocation of supply lines or waste lines that are encased in a concrete slab.

VIII. The barrier removal, alterations and modifications required hereby shall be completed in all respects within the time frames specified in this Consent Decree. The time period for completion by the City shall be subject to acts of God, *force majeure*, or events beyond the control of the City such as the inability to obtain permits from county, state, or federal building and/or permitting officials, failure of

building inspectors to complete inspections, contractor defaults or work stoppages. In the event of unforeseen circumstances, to include acts of war, the time period for completion of the barrier removal provided for hereby shall be extended by the number of days reasonably attributable to such delay-causing event as long as the City makes good faith efforts to effect implementation as soon as reasonably possible thereafter in which event Plaintiffs shall be notified.

NON-STRUCTURAL ACTIONS TO BE PERFORMED

IX. Notification to the Public: The parties agree that the City shall take affirmative steps to comply with the notification requirements of the ADA, to increase the amount of information made available to the public about the accessibility of City facilities, services, events and programs for persons with disabilities, the provision of auxiliary aids and services to assist disabled persons, and the name(s) and location(s) of designated City staff who are responsible for addressing the requests and complaints regarding accessibility to City facilities, events, services, and programs. The parties agree that the City shall perform the following specific actions:

- a) **Accessibility of Parks & Recreational Facilities and Services:** The City shall provide information to all interested persons about the accessibility of City facilities in all published materials and website information regarding City parks and recreational facilities. This information shall identify the location of all accessibility features provided by the City at its parks and recreational facilities, such as the location of disabled parking, location of accessible restrooms and amenities, and the location and availability of special features to assist disabled persons. The City shall also inform the public of all parks and recreational facilities that do not provide full access for persons with disabilities with information directing interested persons to alternative locations where full accessibility is provided. **Deadline: Six (6) months from effective date of this agreement.**

- b) **Event Notification:** On all published announcements of City sponsored events the City shall include statements which inform the public of the telephone number and/or e-mail address where persons with disabilities may request reasonable accommodation to fully participate in the event. If the City imposes any time restrictions on such accommodation requests, the City shall clearly inform the public of this in all published statements informing the public on where to direct requests for reasonable accommodation. **Deadline: Ninety (90) days from effective date of this agreement.**
- c) **Event Seating Notification:** On all published announcements for City sponsored events or programs where event seating is made available to the public, the City shall ensure that a telephone number is provided for persons to request, purchase, or reserve wheelchair and/or wheelchair companion seating. **Deadline: Ninety (90) days from effective date of this agreement.**
- d) **Alternative Formats of City Materials:** On all published materials that the City makes available to the public (e.g., newsletters, notices, calendars), the City shall include a statement that such materials can be provided in alternative formats for the blind or visually impaired, upon request. The City shall not impose any charge for the preparation of such materials. **Deadline: Ninety (90) days from effective date of this agreement.**
- e) **Employment Notices:** On all published materials and website information regarding the City's employment application process the City shall provide a statement that persons requiring reasonable accommodation during the job application process may contact a designated City representative for assistance. **Deadline: Ninety (90) days from effective date of this agreement.**

X. **ADA Grievance Procedures:** The City shall adopt and publish procedures that provide prompt and equitable resolution of complaints made by the public alleging the City's failure to provide accessibility to facilities, programs, or services; the City's alleged failure to provide reasonable

accommodation or auxiliary aids and services; and the City's alleged failure to provide materials in alternative formats or to otherwise provide equally effective communications to persons with disabilities. The City's grievance procedures shall clearly designate an office to investigate and respond to such complaints. On the City's website, the City shall post its grievance procedures and provide a method for interested persons to communicate their complaints to a designated office via the internet. **Deadline: Six (6) months from effective date of this agreement.**

XI. Designation of ADA Coordinator: The City shall designate a knowledgeable and properly trained staff person to serve as "ADA Coordinator" to coordinate its efforts to comply with this Consent Decree and the general requirements of the ADA. The designated ADA Coordinator shall be responsible for the investigation and resolution of any complaints alleging the City's failure to provide accessibility to facilities or programs. The City shall properly publish, and otherwise make readily available, the name, office address, and telephone number of the City ADA Coordinator. The City's Parks & Recreation Department shall designate "Event Coordinators," who have knowledge of all accessibility features of City park facilities and events, and whose responsibilities shall include addressing the needs and requests of persons with disabilities. The City shall provide information regarding the duties of the City ADA Coordinator and Event Coordinators, and the types of assistance provided to the public, on the City's website. The designated ADA Coordinator shall have a published TTY telephone number for communication with the hearing impaired. The City shall notify and train all staff that regularly receive communications from the public to readily direct all requests and/or complaints regarding disability access to the City ADA Coordinator and/or the appropriate Event Coordinator. **Deadline: Within ninety (90) days of the effective date of this agreement.**

XII. Maintenance of Accessible Features: The City shall implement a system to regularly inspect and identify any problems with the operation and safe functioning of all equipment and features of facilities that are used to provide access for persons with disabilities. The City shall promptly repair and

maintain in operable working condition all equipment and features of facilities that provide accessibility for persons with disabilities. **Deadline: Ninety (90) days from effective date of this agreement.**

XIII. Communications: The City shall take appropriate steps to ensure that its communications with applicants, participants, and members of the public with disabilities are as effective as communications with others. The parties agree that the City shall perform the following actions:

- a) **TTY Telephone Service:** The City shall ensure that all TTY numbers for City offices are published in all City phone directories. The City shall ensure that the designated City ADA Coordinator has a published TTY number. **Deadline: Six (6) months from effective date of this agreement.**
- b) **Sign Language Interpretation:** The City shall establish procedures providing for the prompt procurement of qualified interpreting services, upon request, at the City's expense. **Deadline: Ninety (90) days from effective date of this agreement.**
- c) **Auxiliary Aids & Services:** The City shall provide appropriate auxiliary aids and services when necessary to provide effective communication and shall give primary consideration to the requests of persons with disabilities when determining the form of auxiliary aid to be provided. The City may provide an alternative auxiliary aid or service only where the City has an equally effective alternative. **Deadline: Ninety (90) days from effective date of this agreement.**
- d) **Fixed Assistive Listening System in Public Meeting Room:** The City shall provide at least one meeting room within its facilities that has a permanently installed assistive listening system that provides signals which can be received directly by persons with special receivers or their own hearing aids and which eliminates or filters background noise. **Deadline: Eighteen (18) months from effective date of this agreement.**
- e) **Signage & Notice:** In each City facility where auxiliary communication aids or assistive listening systems are permanently or regularly provided, the City shall post appropriate signage

indicating the location where such materials are requested and/or provided. **Deadline: Ninety (90) days from effective date of this agreement.**

- f) **Closed Captioning Television Decoders:** The City shall ensure that at all facilities where public events, training, and/or educational classes are held, that all televisions used during such events are equipped with closed captioning decoders, so that individuals with hearing impairments have the same opportunity for television viewing. **Deadline: Twelve (12) months from effective date of this agreement.**
- g) **Portable Assistive Listening Equipment:** The City shall ensure that at least four (4) portable assistive listening devices are readily available and maintained in operable condition, to be used at any City facility where such a device is requested for participation in a City program, event, or activity. The City shall implement procedures ensuring that such devices are readily available and can be readily dispersed to any location where needed, based upon a timely request and availability of the devices. **Deadline: Six (6) months from effective date of this agreement.**
- h) **Closed Captioning of Televised City Commission Meetings:** Within one (1) year of the effective date of this agreement, the City shall form a committee to investigate the feasibility of providing closed captioning for all televised City Commission meetings. Within two (2) years of the effective date of this agreement, the committee shall prepare a report outlining the costs, necessary equipment, and staffing or contractual needs to provide closed captioning for televised meetings. The City shall make this report available to the Plaintiffs within thirty (30) days of its completion.
- i) **Advanced Ticketing & Seating for City Programs and Activities:** The City shall ensure that persons requiring wheelchair and/or wheelchair companion seating to attend a City program, service, or activity have an equally effective opportunity to request, purchase, and/or reserve such seating as that made available for non-disabled persons. The City shall not impose any time restriction on advance seating requests, purchases, or reservations of wheelchair and companion

seating that is different from any time restrictions imposed on non-disabled seating. For any event where advanced ticketing or reservations for seating is not provided or available, the City shall ensure that the appropriate number of wheelchair and companion seating spaces are held available for general admission. The City shall ensure that all persons responsible for addressing seating requests for City programs are able to readily provide information on the availability and location of wheelchair and wheelchair companion seating. **Deadline: Ninety (90) days from effective date of this agreement.**

XIV. City Website Accessibility and Usability: The parties agree that the City shall modify its website design to increase accessibility and usability by persons with disabilities. The City shall modify its existing website to implement the accessibility guidelines provided by the U.S. Department of Justice for accessible website design. The City shall ensure that where images are included on website pages, including photos, graphics, scanned images, or image maps, the website design includes "alt tags," long descriptions, and captions, as needed. The City shall ensure that all online forms and tables comply with accessible website design guidelines. The City shall ensure that all documents posted on its website are always made available in HTML or a text-based format (even where such documents are also provided in another format, such as Portable Document Format (PDF)). **Deadline: Twelve (12) months from effective date of this agreement.**

BARRIER REMOVAL PROJECTS TO BE PERFORMED

XV. Accessibility of City Sidewalks & Intersections. The parties acknowledge that the City has allocated funding for the improvement of sidewalks, intersections, and the installation and repair of sidewalk curb cuts. Accordingly, the parties agree that the City shall identify, prioritize, seek public comment, and perform necessary improvements and new construction to sidewalk and intersection locations that fail to provide access and use by persons with disabilities by performing the following:

- a) **Public Comment.** The City shall take appropriate actions to seek public comment on the location and priority of sidewalk and intersection locations that require improvements to provide wheelchair accessibility. **Within ninety (90) days of the effective date of this agreement,** the City shall post notices, published in City newsletters to residents and published on its website, that invite interested persons to identify and request necessary improvements to public sidewalks and intersections located within the City's jurisdiction and control. The City shall include such locations within a prioritized list of sidewalk and intersection locations that require accessibility improvements. The City's notices to interested persons shall include the name, office location, and phone number of appropriate staff to receive public comments, and **such notices shall be provided for a minimum of twenty-four (24) months from the date of this agreement.**
- b) **Independent Self-Evaluation.** The City shall perform a self-evaluation of sidewalk and intersections within its jurisdiction and control to identify priority locations for sidewalk and intersection improvements that increase accessibility for persons with disabilities. The City shall use the following factors, as well as any other necessary criteria, to determine priority locations for accessibility improvements to public sidewalks and intersections: locations that serve government buildings and facilities, locations that serve public health and social service agencies, locations that serve mass transportation stops or ticketing offices, locations that serve hospital facilities, and locations that serve public parking facilities. **The City shall complete this self-evaluation within thirty-six (36) months of the date of this agreement.**
- c) **Comments from Mass Transportation Providers.** As part of its self-evaluation to identify priority locations for sidewalk and intersection accessibility improvements, the City shall seek comments and recommendations from local public transportation providers. The City shall specifically seek commentary on the locations of Broward County Transit bus stop locations that require sidewalk improvement, sidewalk installation, or intersection curb cuts to provide and/or increase wheelchair accessibility.

- d) **Barrier Removal & Curb Cut Installation and Repair.** The City shall perform and complete necessary repairs and new construction for all priority locations that do not provide wheelchair accessibility within sixty (60) months of the date of this agreement.

XVI. **Accessibility of City Parking Lots & Parking Structures.** The parties agree that the City shall perform the following actions to identify barriers to public disabled parking facilities and to complete all necessary alterations and/or addition of disabled parking spaces:

- a) **Self-Evaluation of Public Parking Facilities.** Within twenty-four (24) months of the effective date of this agreement, the City shall perform and complete a self-evaluation of all City owned and controlled public parking facilities to identify locations that lack the requisite number of disabled parking spaces, to identify disabled parking spaces that lack the necessary size dimensions and signage, and to identify disabled parking spaces that fail to provide wheelchair access to necessary safe paths of travel.
- b) **Disabled Parking Improvements & Addition of Requisite Spaces.** The parties agree that the City shall complete all necessary improvements to disabled parking spaces, signage, and improvements to provide wheelchair accessible safe paths of travel that serve disabled parking spaces, and shall complete the addition of new disabled parking spaces to meet the requisite allotment and dispersal requirements of the Florida Accessibility Code ("FAC") within sixty (60) months of the effective date of this agreement.

XVII. **City "One Stop Shop" Facility.**

- a) **Disabled Parking Spaces.** The City shall make necessary alterations to ensure that existing disabled parking spaces fully comply with dimensional, signage, and location requirements, in accordance with applicable design standards. The City shall ensure that disabled parking spaces directly connect with an accessible route to an accessible entrance of the facility. **Deadline: Thirty (30) days from effective date of agreement.**

- b) **Accessible Route from Disabled Parking Spaces to Facility Entrance.** The City shall provide an accessible route from the disabled parking spaces to the facility entrance on the West, and ensure that such route is designated by permanent ground markings and appropriate directional signage. The City shall install proper handrails on the stairs to facility entrance. **Deadline: Thirty (30) days from effective date of agreement.**

- c) **Public Restrooms.** As interim measures until this facility is relocated to another location, the City shall increase restroom accessibility by installing proper toilet stall grab bars, installing sink pipe protectors, and lowering dispenser units to proper reach range locations. **Deadline: Thirty (30) days from effective date of agreement.**

XVIII. **George English Park.** The parties acknowledge that this facility is currently undergoing renovations. The City assures that such renovations shall increase the accessibility and usability of this park for persons with disabilities and upon completion shall provide the following: proper disabled parking, accessible paths of travel connecting the elements of the park, wheelchair accessible restrooms and water fountains, wheelchair accessible ticket counters and interior public spaces, wheelchair accessible entrances to all tennis court facilities – including wheelchair accessible observation areas and/or wheelchair seating areas for tennis courts.

- a) **Roller Hockey Rink.** The City shall construct a wheelchair accessible raised viewing area that provides proper line of sight visibility to the roller hockey rink, with designated wheelchair seating areas on the raised platform. **Deadline: Upon the completion of ongoing renovations to this facility, but not longer than sixty (60) months from the effective date of this agreement.**

- b) **Accessible Routes from Public Sidewalks.** The City shall ensure that the park shall provide wheelchair accessible paths of travel from adjacent public sidewalks into the facility. **Deadline: Upon the completion of ongoing renovations to this facility, but not longer than sixty (60) months from the effective date of this agreement.**

XIX. City Police Station, 1300 Broward Boulevard.

- a) **Curb Cuts & Accessible Exterior Paths of Travel.** The City shall ensure that all disabled parking spaces connect with wheelchair accessible paths of travel that serve accessible facility entrances, and that proper curb cuts are provided along the wheelchair accessible path of travel to serve any elevated areas along the route. **Deadline: Ninety (90) days from the effective date of this agreement.**
- b) **Public Telephone.** The City shall ensure that all public telephone banks provides necessary features for use by persons with hearing impairments and necessary height and clear floor space dimensions for wheelchair users, in accordance with applicable design standards. **Deadline: Twelve (12) months from effective date of this agreement.**
- c) **Public Restrooms.** The City shall make necessary alterations to ensure that public restrooms are accessible to persons with disabilities, which shall include the following: proper signage to identify location of accessible restrooms, wheelchair accessible toilet stalls, sinks, and all dispensers and amenities located within proper wheelchair reach ranges. If the City cannot make alterations that provide wheelchair accessible stalls with a full wheelchair interior turning radius, the City shall construct a unisex wheelchair accessible toilet room. **Deadline: Twelve (12) months from effective date of this agreement.**
- d) **Wheelchair Accessible Prisoner Holding Cell.** The City shall make necessary alterations to ensure that at least one holding cell provides wheelchair accessible toilet and sink facilities, and provides the requisite interior dimensions for a wheelchair turning radius. **Deadline: Twelve (12) months from effective date of this agreement.**
- e) **Wheelchair Accessible Prisoner Exercise Area.** The City shall ensure that an alternative exterior exercise location that provides equivalent facilitation for persons with disabilities is

provided through either structural alteration to existing facilities or by necessary changes to operational procedures. **Deadline: Thirty (30) days from effective date of this agreement.**

XX. Swimming Hall of Fame Aquatic Complex.

- a) **Accessible Path of Travel from City Sidewalk.** The City shall make necessary alterations to ensure that at least one wheelchair accessible path of travel is available from the adjacent public sidewalk to all facilities within the aquatic complex. The City shall ensure that this wheelchair accessible route does not require persons to travel within any roadway area or behind parked vehicles. The City shall post appropriate directional signage to indicate the location of all wheelchair accessible routes within and throughout the aquatic complex. **Deadline: Six (6) months from effective date of this agreement.**

- b) **Disabled Parking.** The City shall ensure that the requisite number of disabled parking spaces are provided, and are properly dispersed to evenly provide access to the multiple entrances and facilities within the aquatic complex. The City shall ensure that all disabled parking spaces directly connect with wheelchair accessible paths of travel that do not require travel through a roadway or behind parked vehicles. If the provision of wheelchair accessible paths of travel that are entirely outside roadway areas, or entirely in front of parked vehicles, is technically infeasible or would otherwise require the total loss of more than 5% of available parking spaces, the City shall provide clear ground markings indicating the safest wheelchair accessible route through the roadway area. **Deadline: Twelve (12) months.**

- c) **Parking Lot Entry/Exit System.** The parties agree that the City shall discontinue the use of the existing token operated entry/exit system **within twenty-four (24) months**, and that any future system for the payment of parking fees and the entry/exit to parking facilities shall provide full accessibility for persons with disabilities. For any interim period until the existing token operated exit system is removed, the City shall post appropriate informational signage in the area of all disabled parking locations, and at all wheelchair accessible entry/exit points of the facility, which

indicate the necessary procedure and location(s) for assistance to use of the token operated system for persons with disabilities. **Deadline to Post Appropriate Signage: Three (3) months.**

Deadline to discontinue use of token operated exit system, twenty-four (24) months.

- d) **Museum/Display Area Public Restrooms (2nd Floor).** The City shall make necessary alterations to provide wheelchair accessible restrooms at this location.
- i) The City shall make necessary alterations to door thresholds, the opening force of entry doors, replacement of door opening mechanisms, to provide requisite maneuvering space at all entry doors, and to relocate dispensers and amenities within wheelchair reach ranges. The City shall make any necessary modification to its operational policy to allow access to these restrooms, without payment of museum entry fees, to persons with disabilities requiring accessible restroom access, and such policy change shall remain in effect until all restroom alterations required pursuant to this Consent Decree are completed. The City shall post appropriate signage on the first floor level indicating the location of wheelchair accessible restrooms on the second floor. **Deadline: Ninety (90) days from effective date of this agreement.**
- ii) The City shall also make necessary alterations to these existing restrooms to provide wheelchair accessible toilet stalls, urinal, and sinks with requisite clear wheelchair maneuvering space. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- e) **Gift Shop Dressing/Fitting Rooms (1st Floor).** The City shall make necessary alterations to ensure that at least one dressing/fitting room provides wheelchair access, in accordance with applicable design standards. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- f) **Training, Competition, & Stadium Facilities:**

- i) **Steps from Parking Level.** The City shall install proper handrails to serve the exterior steps from the parking area to elevated walkway along the stadium facility. The City shall install at least three handrails that are dispersed along the length of the steps and shall provide handrails near/adjacent to any area where disabled parking spaces are provided. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- ii) **Access Ramp from West Parking Area.** The City shall proper handrails with handrail extensions along the full length of the access ramp located on the west end of the stadium elevated walkway. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- iii) **Ticket Booth Counter.** The City shall make necessary alterations to provide a wheelchair accessible counter height at this location. **Deadline: Twenty-four (24) months from effective date of this agreement.**
- iv) **Public Restrooms Near Parking Area.** The City shall make necessary alterations to provide wheelchair accessibility to these restrooms, such alterations shall include: proper signage to indicate wheelchair access; proper maneuvering space at entry doors; wheelchair accessible toilet stalls with interior wheelchair turning radius dimensions; accessible urinal and sinks with proper clear floor maneuvering space; all dispensers and amenities placed within wheelchair accessible reach ranges. All alterations shall be performed in accordance with applicable design standards. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- v) **Locker Room Facilities.** The City shall perform the following alterations to provide wheelchair access to restroom facilities: provide proper grab bars at wheelchair accessible toilets; provide sink pipe protection at wheelchair accessible sinks; provide wheelchair access to at least 4 lockers in each room and remove necessary fixed benches to provide wheelchair maneuvering space in front of wheelchair accessible lockers; provide appropriate

signage to indicate location and priority use of wheelchair accessible lockers; provide proper wheelchair accessible shower facilities in each locker room with accessible shower bench and water fixture hardware, in accordance with applicable design standards. **Deadline: Thirty-six (36) months, with the exception of proper toilet grab bars which shall be completed within three (3) months from effective date of this agreement.**

vi) **Surface Slope to Poolside Entrance Doors.** The City shall perform necessary alterations to provide a properly sloped access ramp, and flat upper landing area, to serve all facility entrances located on the pool level (locker rooms, first aid facility, training rooms, etc.). If the construction of a sloped area and upper landing area in accordance with applicable design standards is technically infeasible within the available space, the City shall provide an accessible sloped area and adequate upper landing space to the maximum extent feasible. **Deadline: Thirty-six (36) months from effective date of this agreement.**

vii) **Access from Locker Room Emergency Exit Doors:** The City shall make necessary alterations to provide wheelchair accessible landing areas and access ramps at the locker room emergency exit doors, and proper handrails if applicable, in accordance with applicable design standards. **Deadline: Thirty-six (36) months from effective date of this agreement.**

g) **Hall of Fame Facility (West End of Complex).**

i) **Accessible Paths of Travel to Facility Entrances & Exterior Signage.** The City shall make necessary alterations to provide accessible ramps to wheelchair accessible entrance(s), provide proper handrails along all access ramps and steps to facility entrances and emergency exits, ensure that any wheelchair accessible entry doors that remain locked can be readily opened when needed, and shall ensure that all wheelchair accessible entrances are indicated by proper directional signage, in accordance with applicable design standards.

- (1) **Proper Handrails along Access Ramp and Entrance Steps. Deadline: Three (3) months from effective date of this agreement.**
 - (2) **Proper Directional Signage to Accessible Entrances. Deadline: Three (3) months from effective date of this agreement.**
 - (3) **Repair of Wheelchair Accessible Entry System: Deadline: Three (3) months from effective date of this agreement.**
- ii) **Public Restrooms (2nd Floor).** The City shall provide proper directional signage to indicate the location and accessible route to second floor restrooms, and shall post such signage at all inaccessible restrooms and elevator locations. The City shall make all necessary alterations to provide full wheelchair access to the second floor restrooms, including installation of proper toilet stall grab bars, and ensuring full accessibility of restroom entrances and door hardware. **Deadline: Three (3) months from effective date of this agreement.**
- iii) **Water Fountain Access.** The City shall provide equivalent facilitation to the usability of existing water fountains for wheelchair users by installing a cup dispenser at a wheelchair accessible location adjacent to fountains located on the first floor. **Deadline: Three (3) months from effective date of this agreement.**
- iv) **Celebrity Room Access.** The City shall make necessary alterations to ensure exterior wheelchair access to the entrance door of this facility, and shall ensure that a proper flat upper landing area is provided in front of the entrance door and the ramp provides a compliant slope, in accordance with applicable design standards. **Deadline: Thirty-six (36) months.**

XXI. War Memorial Auditorium.

- a) **Wheelchair Accessible Path of Travel from Federal Highway Entrance (West Entrance).**

The City shall construct a wheelchair accessible path of travel from the West roadway entrance into the park facilities, and that such wheelchair accessible path of travel shall serve the War

Memorial Auditorium and Holiday Park Social Center facilities. **Deadline: Sixty (60) months from effective date of agreement.**

b) **Disabled Parking & Accessible Path of Travel to Auditorium.** The parties agree that the City shall perform the following:

- i) **Additional Disabled Parking Spaces:** The City shall add a minimum of ten (10) properly designed disabled parking spaces to address the additional parking needs for special events. Such additional disabled parking spaces shall be located on flat parking surfaces and shall directly connect with wheelchair accessible routes that do not require travel in roadways or behind parked vehicles. **Deadline: Twenty-four (24) months from effective date of this agreement.**
- ii) **Wheelchair Accessible Paths of Travel.** The City shall construct wheelchair accessible paths of travel to serve the existing disabled parking spaces located adjacent to the War Memorial Auditorium, and such wheelchair accessible routes shall directly connect with the disabled parking access lanes of existing disabled parking spaces. Where the wheelchair accessible routes to/from disabled parking spaces must cross any roadway, the City shall provide permanent ground markings to indicate a safe area for crossing and ensure that proper curb cuts are provided to serve any elevation along the route. **Deadline: Twenty-four (24) months.**
- iii) **Alteration of Existing Disabled Parking Spaces.** The City shall make necessary alterations to ensure that all existing disabled parking spaces provide the requisite dimensional widths and signage, in accordance with applicable design standards. **Deadline: Twelve (12) months from effective date of this agreement.**
- iv) **Exterior Paths of Travel to Facility.** The City shall perform necessary repairs to the existing paths of travel that serve War Memorial Auditorium to ensure that all sidewalks,

- curb cuts, curb ramps, and transition areas at elevations provide flat, stable surfaces and accessible sloped areas and transitions between elevations. If all paths of travel to/from the facility, or all facility entrances, do not provide full wheelchair access, the City shall post appropriate directional signage indicating wheelchair accessible routes to accessible facility entrances. **Deadline: Twenty-four (24) months from effective date of this agreement.**
- c) **Exterior Access Ramp to Auditorium Entrance.** The City shall provide proper handrails along the full length of the existing access ramp and shall repair the transition area at base of ramp to provide a smooth transition onto the ramp. **Deadline: Twenty-four (24) months.**
- d) **Exterior Steps to Facility Entrance.** The City shall provide at least two handrails to serve the entrance steps with proper handrail extensions. **Deadline: Twenty-four (24) months from effective date of this agreement.**
- e) **Lobby Ticket Counter.** The City shall make necessary alterations to provide a wheelchair accessible counter and ticketing area, in accordance with applicable design standards. If all counter and/or ticketing areas do not provide wheelchair accessible counter heights, maneuvering space, or knee clearance, the City shall post prominent directional signage indicating location of wheelchair accessible counters. **Deadline: Twenty-four (24) months from effective date of this agreement.**
- f) **Signage Indicating Location of Auxiliary Communication Aids.** The City shall post appropriate signage at all ticketing areas that indicate the location for requesting auxiliary communication aids and services for facility events. At the location where such auxiliary communication aids are provided, the City shall clearly post any applicable policy for the receipt and/or use of such aids. **Deadline: Twenty-four (24) months from effective date of this agreement.**

- g) **Access Ramp from Lobby to Auditorium Level.** The City shall provide proper continuous handrails along the full length of this access ramp, and shall always ensure that the requisite landing area remains clear and free of any obstacles (event seating, vendors' booths, etc.).

Deadline: Twenty-four (24) months from effective date of this agreement.

- h) **Public Restrooms.** The City shall make necessary alterations to ensure that separate men's and women's wheelchair accessible restroom facilities are provided, in accordance with applicable design standards for auditoriums. Such restroom facilities shall provide full interior wheelchair turning radius dimensions and interior wheelchair accessible sinks. If wheelchair accessible restrooms are located outside existing restrooms, or any public restrooms do not provide wheelchair accessible toilet stalls, the City shall post proper directional signage indicating the location of accessible restrooms. **Deadline: Twenty-four (24) months from effective date of this agreement.**

- i) **Wheelchair Lift to Auditorium Stage Level.** The City shall ensure that any wheelchair lift device to the stage level is maintained in proper working condition for all events. The City shall post appropriate signage indicating the location to request assistance for the operation of the wheelchair lift. **Deadline: Three (3) months from effective date of this agreement.**

- j) **Stage Level Wheelchair Access Ramp.** The City shall ensure that future alterations to this facility shall include a wheelchair accessible path of travel from the auditorium level to the stage level, and that such accessible route be located nearest to any designated wheelchair accessible seating area, in accordance with applicable design standards for auditoriums. **Deadline: Twenty-four (24) months from effective date of this agreement.**

- k) **Auditorium Level Exit Doors.** The City shall make necessary alterations to ensure that all entrance doors and emergency exits on the auditorium level provide full wheelchair access, with proper upper and lower flat landing areas and proper ramp slopes, and handrails where necessary. **Deadline: Twenty-four (24) months from effective date of this agreement.**

XXII. Holiday Park Social Center.

- a) **Disabled Parking and Accessible Path of Travel to Entrance.** The City shall make necessary alterations to relocate existing disabled parking spaces to the nearest, safely accessible location to the facility entrance. The City shall ensure that disabled parking spaces fully comply with applicable dimensional requirements and that such spaces are located on a wheelchair accessible route to the facility entrance that does not require travel behind parked vehicles or travel in any roadway area. **Deadline: Twenty-four (24) months from effective date of this agreement.**
- b) **Public Restrooms.** The City shall make necessary alterations to provide wheelchair accessible restrooms and such alterations shall include: proper room signage, toilet stalls that provide a full interior wheelchair turning radius and proper grab bars; and clear line of sight from toilet stalls to visual emergency alarms. All facility restrooms that do not provide full wheelchair accessible shall have signage posted that indicates location of nearest accessible restrooms. **Deadline: Six (6) months from effective date of this agreement.**

XXIII. Holiday Park Recreational Fields & Concession Areas.

- a) **Accessible Route to Baseball Field Dug-Out Area.** The City shall provide at least one wheelchair accessible path of travel to serve a team "dug out" location at one baseball field. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- b) **Access to Batting Cage.** The City shall construct a wheelchair accessible route with proper upper and lower flat landing areas, and provide an accessible entrance, to serve the batting cage. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- c) **Baseball Concession Facility Restroom Access.** The City shall make necessary alterations to increase the accessibility of restroom facilities that shall include: replacement of accessible toilet stall door hardware to accessible opening/locking mechanisms; alteration to an existing stall

within women's restroom to provide an "ambulatory accessible stall" with proper grab bars.

Deadline: Thirty-six (36) months from effective date of this agreement.

- d) **Football Concession Facility Restroom Access.** The City shall make necessary alterations to increase the accessibility of restroom facilities that shall include: replacement of accessible toilet stall door hardware to accessible opening/locking mechanisms. **Deadline: Thirty-six (36) months from effective date of this agreement.**

XXIV. Holiday Park Tennis Facility.

- a) **Wheelchair Access Route to Facility Entrance.** The City shall construct a wheelchair accessible path of travel to serve the tennis facility entrance from the existing walkway. This path of travel shall be located outside roadway areas and shall not require travel behind parked vehicles and shall provide compliant curb cuts/ramp at any changes in elevation along the route. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- b) **Path of Travel from Disabled Parking to Facility Entrance.** The City shall provide permanent ground markings to indicate a safe path of travel from existing disabled parking spaces (located near the tennis facility entrance) across the roadway area to the entrance. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- c) **Service Counter Access.** The shall make necessary alterations to the existing service counter/window to provide a wheelchair accessible counter, flat wheelchair maneuvering surface, and proper wheelchair knee clearance under any counter surface. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- d) **Locker Room Access.** The City shall make necessary alterations to ensure that each locker room provides a wheelchair accessible entrance, provides wheelchair maneuvering clearance and clear floor space within the changing and locker area, and provide a wheelchair accessible shower area

with proper transfer bench and shower spray fixtures, in accordance with applicable design standards. **Deadline: Thirty-six (36) months from effective date of this agreement.**

XXV. Morton Center Facility & Floyd Hull Stadium.

- a) **Notice to Facility Lessee:** Within ninety (90) days of the effective date of this agreement, the City shall provide appropriate notice to any lessee(s) of these facilities which clearly outlines the full extent of structural barriers for persons with disabilities, outlines the necessary barrier removal projects to be performed, indicates the responsibilities of all parties to complete necessary barrier removal projects, and outlines the required deadlines for compliance.
- b) **Morton Activity Center:** The City shall ensure that necessary alterations are completed to provide accessibility for persons with disabilities to this facility, as outlined in Plaintiffs' inspection report. At a minimum, the City shall ensure that barrier removal at this facility includes the following: wheelchair accessible to the stage level (by ramp or wheelchair lift device); wheelchair accessible restroom facilities, which may be provided by a unisex wheelchair accessible toilet room; wheelchair accessible water fountain; wheelchair accessible path of travel from disabled parking to an accessible facility entrance; proper access ramp and flat landing areas. **Deadline: Sixty (60) months from effective date of this agreement.**
- c) **Disabled Parking.** The City shall ensure that necessary alterations are made to provide the requisite number of disabled parking spaces, that disabled parking provides the requisite dimensional widths and access lanes, and that disabled parking directly connects to a wheelchair accessible route leading to the restroom facilities and pathways to baseball fields. **Deadline: Sixty (60) months from effective date of this agreement.**
- d) **Signage Indicating Location of Accessible Children's Playground Facility.** The parties agree that the City shall post appropriate signage adjacent to the parking area that indicates the location

of the nearest public park providing accessible playground facilities. **Deadline: Six (6) months from effective date of this agreement.**

- e) **Accessible Path of Travel Connecting Baseball Fields and Restroom Facility.** The City shall construct a wheelchair accessible path of travel connecting the disabled parking spaces, wheelchair accessible restrooms, and baseball facilities. **Deadline: Sixty (60) months from effective date of this agreement.**
- f) **Restroom Directional Signage.** The City shall post appropriate directional signage at the baseball facilities indicating the location of wheelchair accessible restrooms. **Deadline: Six (6) months from effective date of this agreement.**
- g) **Stairway Handrails for Stadium Seating.** The City shall provide proper handrails at stairways to baseball stadium seating. **Deadline: Sixty (60) months from effective date of this agreement.**

XXVI. Snyder Park. The parties agree that the City shall perform the following necessary alterations and new construction:

- a) **Park Office Facility.** The City shall construct an access ramp and upper level landing area to serve the entrance to this facility, in accordance with applicable design standards. **Deadline: Sixty (60) months from effective date of this agreement.**
- b) **Park Office Restrooms.** The City shall make necessary alterations to provide wheelchair accessible restrooms at this location, in accordance with applicable design standards. **Deadline: Sixty (60) months from effective date of this agreement.**
- c) **Directional Signage Indicating Accessible Features and Facilities.** The City shall post appropriate informational and directional signage showing the location and availability of accessible features and facilities within the park. Such signage shall be posted promptly after the completion of projects to provide such accessible features and locations. At all pavilions,

concession areas and facilities where restrooms are not fully wheelchair accessible, the City shall post appropriate directional signage indicating location of nearest wheelchair accessible restrooms.

d) **Picnic Pavilion No. 16.** The City shall implement an appropriate policy that this pavilion is for priority use by disabled persons, subject to advanced request or reservation limitations equivalent to those for non-disabled persons, and the City shall dedicate and permanently identify this pavilion as the "Carlisle Wilson Pavilion." **All necessary alterations to provide full wheelchair access at Pavilion #16, as noted below, shall be completed within thirty-six (36) months of the effective date of this agreement.**

i) **Disabled Parking:** The City shall ensure that at least two (2) disabled parking spaces are located at this pavilion location, and that such parking spaces connect to an accessible route to the picnic pavilion and restroom facility.

ii) **Accessible Picnic Pavilion:** The City shall ensure that the picnic pavilion provides a wheelchair accessible route onto the platform area, with handrails and edge protection if necessary, in accordance with applicable design standards. The City shall ensure that a wheelchair accessible route is provided around the fixed picnic tables and structural elements. The City shall ensure that all amenities provided at the picnic pavilion (picnic tables, outdoor cooking amenities, garbage, water fountains or spigots, electrical outlets) provide adequate wheelchair maneuvering floor space, location within wheelchair accessible reach ranges, and adequate wheelchair knee clearance.

e) **Restroom Facilities at Picnic Pavilion No. 16.** The City shall make necessary alterations to provide full wheelchair accessibility to restrooms at this location, which shall include: wheelchair accessible path of travel to/from the picnic pavilion and disabled parking location, accessible entrance doors, accessible toilet stalls, sinks, urinals, and dispensers/amenities.

Deadline: Thirty-six (36) months from effective date of this agreement.

- f) **Accessible Routes to/from Nature Trail.** One nature trail at this facility has been designated as “wheelchair accessible.” The City shall construct wheelchair accessible paths of travel leading to/from each entry point for this nature trail. The City shall ensure that there is an accessible path of travel from disabled parking spaces located near Pavilion #16 to the nearest entry point for the accessible nature trail. The City shall post prominent signage indicating that this nature trail is designated for wheelchair access, and shall post appropriate signage at/near the entry points of the other nature trails indicating the location of the wheelchair accessible nature trail. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- g) **Caldwell Pavilion.** The City shall construct at least two (2) disabled parking spaces at the nearest parking location to serve this facility, and such parking spaces shall connect to an accessible path of travel to the facility entrance. The City shall ensure that at least 5% of the picnic table seating provides wheelchair access and sufficient knee clearance and is located on an accessible route within the pavilion. The City shall make necessary alterations to provide wheelchair accessible restrooms at this pavilion, in accordance with applicable design standards. **Deadline: Forty-eight (48) months from effective date of this agreement.**
- h) **Wheelchair Accessible Private Picnic Pavilion & Disabled Parking.** The City shall newly construct or alter at least one private picnic facility to provide full wheelchair access. The Pavilion shall provide adequate wheelchair maneuvering space within the covered area and provide non-disabled seating. The Pavilion shall provide all equivalent amenities as are made available in non-accessible private picnic pavilions. The City shall select a location for this picnic pavilion that is near/adjacent to existing wheelchair accessible restroom facilities and disabled parking, and shall ensure that an accessible path of travel is provided from disabled parking to the pavilion. The City shall designate this pavilion for priority use by persons with disabilities. **Deadline: Sixty (60) months from effective date of this agreement.**
- i) **Beach Facility.**

- i) **Accessible Public Restrooms.** The City shall alter or newly construct fully wheelchair accessible restrooms at the beach concession area, in accordance with applicable design standards, that are located on an accessible path of travel with disabled parking spaces and the beach access ramp. **Deadline: Sixty (60) months from effective date of this agreement.**

- ii) **Access Route to Beach.** The City shall repair, maintain, and make necessary alterations to ensure that the sloped route to provide beach access has a flat smooth surface and smooth transition areas at each end. The City shall ensure that the access route to/from the beach directly connects with accessible restrooms and outdoor shower facility (upon completion). **Deadline: Eighteen (18) months from effective date of this agreement.**

- iii) **Exterior Stair Handrails.** The City shall install proper handrails along the stairs leading to the beach area. **Deadline: Eighteen (18) months from effective date of this agreement.**

- iv) **Wheelchair Accessible Exterior Beach Shower.** The City shall provide at least one wheelchair accessible beach shower with proper ground surface and wheelchair maneuvering space, located on an accessible path of travel from the beach area and disabled parking location(s). **Deadline: Thirty-six (36) months from effective date of this agreement.**

- j) **Path of Travel from Disabled Parking to "Bark Park" Facility.** The City shall provide an accessible path of travel from disabled parking spaces to the bark park facilities and shall provide wheelchair accessible seating platform areas at/adjacent to public benches that are reached by an accessible path of travel. **Deadline: Thirty-six (36) months from effective date of this agreement.**

- i) **Accessible Dispensers & Amenities.** The City shall ensure that all dispensers are located in accessible locations and are readily usable by persons with disabilities, in accordance with

applicable design standards, or that such materials are otherwise made available to persons with disabilities at accessible locations that are properly indicated with signage.

XXVII. Fort Lauderdale Beach Facilities.

- a) **Informational Signage Indicating Location of Accessible Features & Facilities.** The City shall post appropriate and dispersed signage indicating the location of the nearest wheelchair accessible features and facilities within the beach's public areas. Signage shall include directional informational to such amenities as: wheelchair accessible restrooms, accessible showers, disabled parking, wheelchair accessible entry points to the beach; the location of "beach chairs" for persons with disabilities; wheelchair accessible picnic facilities. **Deadline: Twelve (12) months, with additional signage provided upon the completion or addition of accessible beach features and facilities.**
- b) **Information Signage Posting City's Service Animal Policy.** The City shall promptly amend any posted policy regarding the presence of animals in public beach areas to allow the presence of properly trained service animals for persons with disabilities. All beach personnel shall be immediately notified that service animals which assist the needs of persons with disabilities cannot be excluded from any public beach area or facility. **Deadline: Signage shall be posted within Ninety (90) days from effective date of this agreement.**
- c) **Wheelchair Accessible Beach Showers.** The City shall make necessary alterations to provide at least three (3) wheelchair accessible beach showers dispersed among public beach facilities, with appropriate signage indicating the location of such showers. Wheelchair accessible beach showers shall provide flat, level surfaces and proper wheelchair maneuvering space, accessible shower controls and shower hoses, and shall be located along wheelchair accessible paths of travel. **Deadline: Thirty-six (36) months from effective date of this agreement.**

- d) **Wheelchair Accessible Public Telephones.** The City shall ensure that all public telephones located on public areas of the beach facilities provide proper wheelchair maneuvering clearance and flat level surfaces, and are located along wheelchair accessible paths of travel. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- e) **South Beach Facilities:**
- i) **Wheelchair Accessible Path of Travel.** The City shall make necessary alterations to provide a wheelchair accessible path of travel within the South Beach facility between disabled parking spaces and wheelchair accessible restrooms, accessible picnic table areas and garbage receptacles, and a wheelchair accessible route connecting the park's beachside walkway with the public sidewalk on the North and South ends of the parking lot. The City shall ensure that at least two (2) wheelchair accessible paths of travel are provided from the parking lot's walkways across the adjacent roadway (A1A) to the sidewalk on the West side of A1A. The City shall post appropriate directional signage indicating the location of wheelchair accessible routes to cross A1A. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- ii) **Accessible Sidewalk & Directional Signage.** The parties acknowledge that the roadway adjacent to South Beach Park (A1A) does not provide a public sidewalk on the East side of A1A. Accordingly, the parties agree that the City shall post appropriate directional signage at the North and South ends of South Beach Park, where the sidewalk on the East side of A1A ends at each location, and such signage will indicate the nearest wheelchair accessible route across A1A which provides curb cuts to the elevated sidewalk level. **Deadline: Six (6) months from effective date of this agreement.**
- iii) **Accessible Location for Public Transportation Stop.** Within three months of the effective date of this agreement, an appropriate representative of the City shall provide notice to Broward County Transit that the mass transit stop located adjacent to South Beach Park is

located on an inaccessible island within the roadway that does not provide any wheelchair access route to/from the bus stop to public sidewalks. The City shall request that Broward County relocate this bus stop to a wheelchair accessible location along the sidewalk and within a reasonable distance to South Beach Park. **Deadline: Three (3) months from effective date of this agreement.**

- iv) **Disabled Parking.** The City shall make necessary alterations that disabled parking located within South Beach park provides the requisite dimensions and signage and are properly marked with permanent ground signage. The City shall ensure that the location of disabled parking directly connects to a wheelchair accessible path of travel to accessible restrooms, accessible picnic facilities, and to public walkways serving the beach areas. **Deadline: Six (6) months from effective date of this agreement.**
- v) **Signage Indicating Location of Beach Chairs for Disabled Use.** The City shall post appropriate signage at/near the location of disabled parking indicating the location to request beach chair amenities for persons with disabilities. If beach chairs must be requested by telephone, the City shall ensure that wheelchair accessible public telephones are provided within a reasonable distance of disabled parking spaces. **Deadline: Six (6) months from effective date of this agreement.**
- vi) **Public Restrooms.** The City shall ensure that the beach's only wheelchair accessible public restrooms are maintained in proper working condition, cleanliness, and remain open during all hours that South Beach parking remains open to the public. The City shall make necessary alterations, or relocation of the amenity, to ensure that a wheelchair accessible shower is available adjacent to this restroom facility, and that the wheelchair accessible shower provides proper clear maneuvering space, in accordance with applicable design standards. **Deadline: Six (6) months from effective date of this agreement.**

- vii) **Accessible Picnic Tables.** The City shall complete necessary construction to ensure that at least 5% of the public picnic tables and amenities (barbeque grills, trash receptacles, water spigots) are located along wheelchair accessible routes, and provide full wheelchair access. Wheelchair accessible picnic table areas shall be provided on flat, level surfaces, providing wheelchair access around the tables and to all amenities available for each picnic area. All wheelchair accessible picnic areas shall be indicated by prominent signage indicating wheelchair accessibility and priority use by persons with disabilities. **Deadline Thirty-six (36) months from effective date of this agreement.**
- f) **Las Olas Parking Lot.** The City shall complete necessary alterations to ensure that this parking facility provides the requisite number of disabled parking spaces, that all disabled parked spaces provide the requisite dimensional widths and access lanes and are properly marked by permanent signage, and that all disabled parking spaces directly connect with an accessible path of travel to public sidewalks and do not require travel in roadways or behind parked vehicles. **Deadline: Six (6) months from effective date of this agreement.**
- g) **Intracoastal Parking Lot.** The City shall complete necessary alterations to ensure that this parking facility provides the requisite number of disabled parking spaces, that all disabled parked spaces provide the requisite dimensional widths and access lanes and are properly marked by permanent signage, and that all disabled parking spaces directly connect with an accessible path of travel to public sidewalks and do not require travel in roadways or behind parked vehicles. **Deadline: Six (6) months from effective date of this agreement.**
- h) **Sebastian Street Disabled Parking Lot.** The City shall complete necessary alterations to ensure that all disabled parked spaces provide the requisite dimensional widths and access lanes and are properly marked by permanent signage, and that all disabled parking spaces directly connect with an accessible path of travel to public sidewalks and do not require travel in roadways or behind

parked vehicles. The City shall install proper handrails along the access ramp serving this disabled parking area. **Deadline: Six (6) months from effective date of this agreement.**

XXVIII. Fort Lauderdale Baseball Stadium. The parties acknowledge that this facility is scheduled for renovation improvements and agree that such renovations shall include the following barrier removal projects, with the deadlines delineated below:

- a) **Disabled Parking and Path of Travel to Ticketing Area.** The City shall provide at least eight (8) disabled parking spaces with adjacent access lanes that directly connect to an accessible to the ticketing area and entrance. The accessible route shall be located so that users do not travel behind parked vehicles and where such route must cross a roadway, the City shall provide painted ground markings to indicate the designated route. **Deadline: Twenty-four (24) months from effective date of agreement.**
- b) **Accessible Ticketing Booth.** The City shall designate at least one ticketing booth to provide a wheelchair accessible counter height/window, and shall identify this ticket booth by appropriate signage. This ticket booth shall be located closest to the accessible route from the disabled parking area. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- c) **Directional Signage to Accessible Features of Facility.** The City shall post appropriate signage to indicate the location and accessible route to accessible features and elements of the facility. This shall include the location of: wheelchair accessible ramps, wheelchair seating areas, wheelchair accessible restrooms and water fountains, wheelchair accessible ticket booth(s), wheelchair accessible food concession areas. At all restrooms that do not provide full wheelchair access, the City shall post appropriate signage indicating location of nearest accessible restrooms. **Deadline: Thirty-six (36) months from effective date of this agreement.**
- d) **Public Restrooms (West Side).** At the restroom and concession area located nearest to the existing wheelchair accessible seating area (West side), the City shall alter existing restrooms, or

- construct new restroom facilities, that provide full wheelchair accessible restrooms, in accordance with applicable design standards. In the interim, and until such accessible restrooms are completed, the City shall post appropriate signage indicating location and route to nearest wheelchair accessible restrooms. **Deadline for Completion of Restrooms: Thirty-six (36) months from effective date of this agreement.**
- e) **Public Restrooms (South Side).** The City shall make necessary alterations to ensure that these existing restrooms provide full wheelchair access, as part of its planned renovation to such facilities and in accordance with applicable design standards. This shall include: proper room signage, wheelchair accessible toilet stalls and alternate ambulatory accessible stall where necessary, accessible sinks, urinal, and dispensers and amenities. **Deadline: Eighteen (18) months from effective date of this agreement.**
- f) **Wheelchair Seating and Wheelchair Companion Seating areas (West Side).** The City shall provide appropriate painted ground markings indicating the necessary width and location of designated wheelchair seating locations. The City shall maintain a supply of wheelchair companion portable seating that is readily available to spectators. **Deadline: Eighteen (18) months from effective date of this agreement.**
- g) **Access Ramps to Stadium Seating Level.** The City shall install proper handrails for both ramps that run continuously along the entire length of the ramp. At the base of each access ramp, the City shall post appropriate signage indicating the location and route to wheelchair accessible seating location. **Deadline: Eighteen (18) months from effective date of this agreement.**
- h) **Wheelchair Access to Stadium Seating Level.** The parties acknowledge that there is currently no wheelchair accessible route to the stadium seating level. The City shall provide accessible vertical access to the stadium seating level via newly constructed accessible ramp or elevator. **Deadline: Within sixty-months of effective date of agreement from effective date of this agreement.**

XXIX. Lockhart Stadium. The parties agree that alterations are necessary to increase accessibility to this facility and agree that alterations to provide **disabled parking and wheelchair accessible restrooms shall be completed within twelve (12) months of this agreement, and all other alterations shall be completed within sixty (60) months.**

- a) **Disabled Parking and Paths of Travel to Facility Entrance.** The parties agree that the City shall provide the appropriate number of disabled parking spaces pursuant to applicable access standards and shall either: (1) provide disabled parking at dispersed locations that provide wheelchair accessible paths of travel into the facility; or (2) provide one designated disabled parking area, that is readily identified by appropriate directional signage at all roadway entrances to the facility, and such disabled parking area shall provide a wheelchair accessible path of travel to the facility. (Deadline: 12 months).
- b) **Directional Signage to Accessible Features and Wheelchair Seating.** The City shall post appropriate informational and directional signage indicating the location of accessible features within the facility, to include wheelchair accessible ticketing counter, wheelchair accessible stadium seating area(s), and wheelchair accessible restrooms.
- c) **Wheelchair Seating Area.** The City shall install proper handrails along full length of access ramp to wheelchair seating area.
- d) **Accessible Restrooms.** The City shall make alterations to at least one set of existing restrooms, located on the shortest accessible route from the wheelchair seating area, that provide full wheelchair accessibility in accordance with applicable design standards. The location and route to wheelchair accessible restrooms shall be clearly marked by appropriate signage throughout facility and such signage shall be posted at all restrooms that do not provide full wheelchair access.

- e) **Accessible Water Fountains:** The City shall install and/or replace existing water fountains located at/near the wheelchair seating area location, with water fountains that provide full wheelchair accessibility in accordance with applicable design standards.
- f) **Ticket Sales Counters:** At all ticket sales counters that do not provide wheelchair access, appropriate directional signage shall be posted showing location and route to nearest wheelchair accessible ticket counter(s).
- g) **Access Ramp Handrails to Ticketing Area.** The City shall install proper handrails along the full length of any access ramps serving elevated ticketing areas.

XXX. NE 15th Street Boat Basin. The parties acknowledge that this facility is scheduled for renovations and agree that the following barrier removal projects shall be included in any renovation to this facility. The parties agree that all barrier removal projects required under this Consent Decree shall be completed within sixty (60) months of the effective date of this agreement, with the exception of restroom alterations which shall be completed within thirty-six (36) months from effective date of this agreement.

- a) **Disabled Parking.** The City shall relocate the existing disabled parking space to an area that provides a flat, level surface and provide at least one (1) disabled parking space with proper size dimensions and signage. This disabled parking space shall have a length adequate for use with a vehicle and boat trailer.
- b) **Accessible Exterior Path of Travel to Elements of Facility.** The City shall ensure that renovations to this facility shall remove existing barriers along the exterior routes of this facility that block disabled access at elevations to raised walkways.
- c) **Public Telephones:** The City shall relocate or otherwise ensure that the public telephones are located on an accessible route and provide sufficient clear ground space for wheelchair maneuvering.

- d) **Access Ramp to Restrooms.** The City shall provide proper handrails along full length of ramp.
- e) **Restroom Access.** The City shall make alterations to existing restrooms to provide full accessibility in accordance with applicable design standards, that shall include: accessible entrances, necessary signage, wheelchair accessible toilet stalls, sinks, and urinal, and accessible dispensers and amenities. **Deadline: Thirty-six (36) months from effective date of agreement**

XXXI. Mills Pond Park, 2201 NW 9th Avenue. The parties acknowledge that this facility has undergone renovations which have increased its accessibility to persons with disabilities and agree that the following further alterations shall be performed within sixty (60) months of the effective date of this agreement:

- a) **Disabled Parking Spaces at Recreational Office.** The City shall make necessary alterations to ensure that at least six (6) disabled parking spaces provide correct dimensions. The City shall post directional signage along the roadway into the park facility indicating the location of this disabled parking area.
- b) **Access Ramp to Recreational Office.** The City shall provide proper handrails along full length of ramp.
- c) **Recreational Office Restrooms.** The City shall make necessary alterations to public restrooms that include: proper signage, wheelchair accessible toilet stalls and sinks, and proper heights of dispensers and mirrors.
- d) **Softball Office (Trailer) Access.** The City shall post appropriate signage at the inaccessible entrance to this facility that indicates that service is available at the alternative location of the Recreational Office.
- e) **All Disabled Parking Serving Park Facilities.** The City shall make necessary alterations to all existing disabled parking spaces to ensure that such spaces have proper dimensions and signage. Where feasible, the City shall ensure that all access lanes serving disabled parking spaces directly

connect to a path of travel located in front of parked vehicles. Where the path of travel to/from disabled parking spaces must cross roadways, the City shall ensure that a designated wheelchair route across the roadway is provided by painted ground markings.

- f) **Softball Field Food Concession Area:** The City shall provide proper handrails along full length of the access ramp to the raised concession area level. The City shall provide proper handrails for the steps serving the concession area.
- g) **Softball Field Food Concession Counter and Dining Area:** The City shall alter the existing food service counter to provide a wheelchair accessible counter in accordance with applicable design standards. The wheelchair accessible counter shall be no higher than 36" from floor surface and provide at least 36" of width. The City shall ensure that at least 5% of the tables in the dining area provide wheelchair access and shall provide appropriate signage indicating the location and priority disabled use of such table(s).

XXXII. Parks & Recreation Department Facility, 1350 W. Broward Blvd. The parties acknowledge that this facility requires alterations to provide accessibility, as delineated below, and agree that such alterations shall be completed within sixty (60) months of the effective date of this agreement, with the exception of alterations to the rear entry door which shall be completed within twelve (12) months.

- a) **Disabled Parking.** The City shall provide the appropriate number of disabled parking spaces to serve this facility, with proper dimensions, access lanes, and signage, that directly connect with an accessible route to an accessible entrance. Until the city provides a fully accessible entrance in the front of the facility, at least one disabled parking space shall be located on the shortest safely accessible route to the rear entrance. The City shall ensure that the rear disabled parking space directly connects to an accessible route to the rear entrance, and shall repair any existing curb ramps or construct an accessible curb cut to serve the rear entrance path of travel.

- b) **Accessible Rear Entrance (Interim Solution).** The City shall provide appropriate signage indicating the route to accessible entrance in rear of facility, and shall prominently display signage at the front entrance indicating a non-accessible entrance. At the rear entrance, the City shall replace or repair the entry buzzer system to ensure its operable condition and post appropriate signage indicating any necessary procedure for entry. The City shall replace the rear door opening hardware and ensure that the door provides accessible entry in accordance with applicable access standards. (Deadline: twelve months).
- c) **Front Entrance to Facility.** Within five (5) years from this agreement, the City shall construct a wheelchair accessible ramp to serve the front entrance. The City shall also install proper handrails to serve the steps to the front entrance.
- d) **Interior Customer Service Counter.** The City shall alter the existing counter to provide wheelchair access in accordance with applicable design standards and shall ensure that the counter area provides necessary clear floor space for wheelchair maneuvering clearance.
- e) **Public Restrooms:** The City shall perform necessary alterations to provide full wheelchair access to public restrooms, including: wheelchair accessible doors and entry routes, accessible toilet stalls, sinks, and urinal.

ENFORCEMENT PROVISIONS

XXXIII. **Retention of Jurisdiction.** This Consent Decree shall remain in effect for five (5) years from its effective date, or until full compliance with the terms of this Consent Decree have been achieved by the City. The parties agree that the Court shall retain jurisdiction over this Consent Decree for purposes of enforcement, the resolution of any dispute that may arise under this Consent Decree, and for the entry of any further orders as may be appropriate.

XXXIV. Informal Resolution of Disputes. Plaintiffs may review compliance with any portion of this Consent Decree at any time upon reasonable notice to the City. If the Plaintiffs believe that this Consent Decree, or any requirement thereof, has not been complied with, Plaintiffs shall notify the City in writing and shall first attempt to resolve the issue(s) in good faith. If the Plaintiffs are unable to reach a satisfactory resolution of the issue(s) raised within thirty (30) days of the date Plaintiffs provide notice to the City, Plaintiffs may elect to seek enforcement and/or injunctive relief by judicial intervention.

XXXV. Injunctive Relief. In the event the barrier removal, alterations and modifications required hereby are not timely completed in all respects, Plaintiffs shall be entitled to obtain injunctive relief as requested in the Complaint filed in this action. Additionally, in any action to enforce this Consent Decree, the prevailing party shall be entitled to their reasonable attorney's fees, expert's fees, costs and litigation expenses.

XXXVI. Waiver. Failure by the Plaintiffs to enforce any individual provision, requirement or deadline delineated within this Consent Decree shall not be construed as a waiver of Plaintiffs' right to enforce any other provision, requirement or deadline of this Consent Decree.

RIGHT OF INSPECTION

XXXVII. Interim Status Reports from the City. Upon the completion of the accessibility requirements and barrier removal requirements set forth in this Consent Decree, and at a minimum of ninety (90) and one hundred eighty (180) days from effective date of this agreement, and thereafter at the yearly anniversary dates from the effective date of this agreement, the City shall notify Plaintiffs in writing of such completion and shall afford the Plaintiffs' representatives reasonable access to City facilities to verify completion of the work required hereby, or to inspect the work's progress and/or compliance with this Consent Decree and applicable accessibility standards. The City's reports shall include any necessary photographs, design drawings, published notices, and copies of policies implemented by the City.

XXXVIII. Designation of Compliance Coordinator. The City shall designate an employee to monitor and coordinate the City's efforts to comply with the projects required by this Consent Decree and shall provide the name and contact information for this designated employee to Plaintiffs' counsel **within thirty (30) days of the effective date of this Consent Decree.** This designated employee shall be responsible for submitting timely interim status reports to Plaintiffs' counsel, for coordinating any inspections performed by Plaintiffs' representatives, and notifying Plaintiffs' counsel of any anticipated or actual delays in complying with the deadlines set forth in this Consent Decree.

XXXIX. Plaintiffs' Inspections. Plaintiffs may elect to have a qualified expert on ADA accessibility standards inspect the work required hereby and to provide a written report of any noted deviations from this Consent Decree and/or accessibility standards and any corrections that Plaintiffs believe are required.

- a) Plaintiffs shall be entitled to reasonable fees for the expert's billable hours in performing the inspection and drafting of any written reports, subject to the following conditions:
 - i) Plaintiff shall not charge an hourly billable rate for expert fees that exceeds one hundred fifty dollars per hour (\$150.00/hr) or that exceeds \$7,500.00 in total over the entire term of the Consent Decree, except for any amount that may be awarded pursuant to paragraph XXXV of this Consent Decree;
 - ii) All invoices for professional fees shall be supported by reasonable documentation and shall not be submitted to the City prior to the necessary submission of any written report(s) outlining the results of a facility inspection;
 - iii) Plaintiff shall take all reasonable efforts to coordinate and combine its facility inspections in order to reduce unnecessary billable hours;
 - iv) All expert reports outlining the results of facility inspections, items which Plaintiffs believe are not in compliance with this Consent Decree and/or accessibility standards, and/or the

request for corrections shall be promptly submitted to the City no later than one week after the date of the inspection to ensure that the City can promptly rectify any disputed items.

XL. Final Compliance Report: The City shall provide a final compliance report to Plaintiffs forty-five (45) days prior to the expiration date of the Consent Decree, detailing the status of all projects that remain to be completed under this Consent Decree.

XLI. Retention of Records. The City shall retain during the life of this Consent Decree records required by this Consent Decree, and any other records necessary to document the implementation of and continued compliance with this Consent Decree. The City shall allow counsel for the Plaintiffs to review and copy such records upon reasonable notice.

ATTORNEY'S FEES, EXPERT FEES, LITIGATION EXPENSES AND COSTS

XLII. For purposes of this Consent Decree, the City shall pay to Plaintiffs' attorney's fees, experts' fees, and litigation costs pursuant to the separate agreement of the parties. The City shall also pay Plaintiffs' reasonable attorneys' fees for all matters relating to the monitoring of the City's compliance with this Consent Decree, not to exceed an annual total amount of \$750.00, at the billable rate of no more than \$250.00 per hour, for each year over the entire term of this Consent Decree, except for any amount that may be awarded pursuant to paragraph XXXV of this Consent Decree.

RELEASE OF CLAIMS

XLIII. Plaintiffs hereby release Defendant from claims pursuant to Title II of the ADA and Section 504 of the Rehabilitation Act regarding city programs, facilities, services and activities for the claims that were asserted in the above-captioned action, *provided that*, this release shall in no way limit Plaintiffs' ability to monitor and enforce Defendant's compliance with the terms of this Consent Decree. Upon fulfillment of the terms and conditions of this Consent Decree, it is hereby agreed that the facilities, programs and services addressed herein, when viewed in their entirety, are accessible and usable by

individuals with disabilities, with the sole exception of any such programs or services the City may offer in the future in addition to those provided at this time.

XLIV. Nothing in this Consent Decree shall preclude the Plaintiffs from filing a separate action under the ADA and/or the Rehabilitation Act for any future alleged violation occurring after the date of entry of this Consent Decree.

XLV. Plaintiffs shall not hereafter assert or claim that Defendant is required to make additional or different modifications to the facilities, programs, services and activities that are delineated in this Consent Decree, or that Defendant is required to follow different standards for future construction other than that which is set forth herein, nor attempt to enforce standards regarding physical access, participation, or equal enjoyment to City programs, facilities, programs and activities which conflict with that which is agreed herein.

NON-RETALIATION

XLVI. The City agrees that it will not discriminate or retaliate against any person because of his/her participation in this matter.

MODIFICATION

XLVII. This Consent Decree may not be modified except by order of this Court. If at any time the City desires to modify any portion of this Consent Decree because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the Plaintiff in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. The Parties shall use their best efforts to reach an agreement and submit to the court a stipulation for modification of Consent Decree. If the parties are unable to agree, the City may file a motion for modification, giving notice to Plaintiffs pursuant to the Federal Rules of Civil Procedure.

INFORMAL RESOLUTION OF DISPUTES

XLVIII. The parties shall attempt to resolve informally any dispute that may occur under this Consent Decree. If the parties are unable to reach to resolve a dispute within thirty (30) days after the issue has been raised, the dispute may be submitted to the Court for resolution.

ENTIRE UNDERSTANDING

XLIX. This Consent Decree constitutes the entire understanding and agreement of the parties and supersedes all prior or contemporaneous negotiations or agreements (written or oral) and cannot be modified, amended or revoked except by the express written consent of all parties. This Consent Decree does not purport to remedy any other potential violations of the ADA or any other federal law. This Consent Decree does not affect the City's continuing responsibility to comply with all applicable requirements of the ADA.

SEVERABILITY

L. If any provision of this Consent Decree or any part of any provision of this Consent Decree is found to be invalid by a court of competent jurisdiction, such shall not affect the validity of any other provision/s or part/s of this Consent Decree.

CONSTRUCTION/ AMBIGUITIES

LI. The parties acknowledge that each party has reviewed and revised this Consent Decree and that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in its interpretation.

COMPUTATION OF TIME

LII. In computing any period of time proscribed or allowed herein, such computation shall be made consistent with the Federal Rules of Civil Procedure, unless otherwise expressly stated.

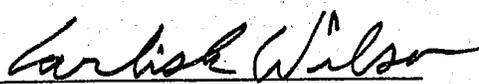
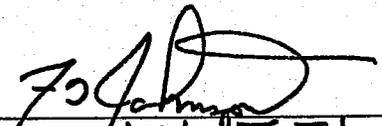
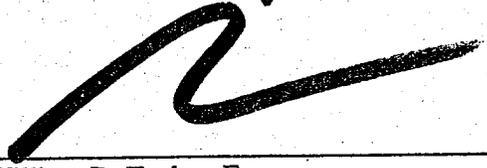
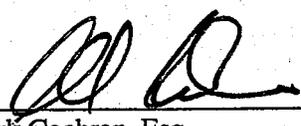
EXECUTION

LIII. The parties have read and understood the preceding Consent Decree, have had the opportunity to discuss same with legal counsel, and have voluntarily agreed to sign the Consent Decree and to be bound by its terms.

LIV. Each person executing this Consent Decree on each party's behalf represents that they are duly authorized to sign on behalf of the respective party and to bind each to the terms of the Consent Decree.

IN WITNESS WHEREOF, the parties hereto execute this Consent Decree regarding the removal of program access barriers to government programs, facilities, services and activities, ADA Title II compliance, Rehabilitation Act Section 504 compliance, and the release of all claims against and between the respective parties, to be effective upon which the last signatories execute this Consent Decree and it is properly entered by the Court.

Respectfully submitted,

<p>Dated: <u>7-22-03</u></p> <p></p> <p>Carlisle Wilson, individually and on behalf of ADVOCATING DISABILITY RIGHTS, INC.</p>	<p>Dated: <u>7-24-03</u></p> <p>CITY OF FORT LAUDERDALE</p> <p>By: </p> <p>Printed Name: <u>Floyd T. Johnson</u> <u>7/24/03</u></p> <p>Title: <u>City Manager</u></p>
<p>Dated: <u>7/22/2003</u></p> <p></p> <p>William D. Tucker, Esq. Fla. Bar No. 865753 Lawrence J. McGuinness, Esq. Fla Bar No. 814611 Attorneys for Plaintiffs 718 Northeast Second Avenue Fort Lauderdale, FL 33304 Tel.: 954.453.4500 Fax: 954.453.4507</p>	<p>Dated: <u>7/23/03</u></p> <p></p> <p>Clark Cochran, Esq. Fla. Bar No. Billing, Cochran, Heath, Lyles, & Mauro, P.A., Attorneys for Defendant Suite 301 888 S.E. 3rd Avenue Fort Lauderdale, FL 33316 Tel 954.764.7150 Fax. 954.764.7279</p>

It is so ORDERED, this _____.

William J. Zloch, United States District Judge