



THE COMMON LAW IS THE WILL OF *Mankind* ISSUING FROM THE *Life* OF THE *People*

SEARCH THE SITE

SEARCH

Home » Agencies » Civil Rights Division » Freedom of Information Act » Reading Room

Civil Rights Division  
Home

About the Division

Meet the Assistant  
Attorney General

How to File a Complaint

Press Room

Cases and Matters

Publications

Employment  
Opportunities

Civil Rights FOIA

Contact the Division

## SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF ASHLAND, OREGON

DEPARTMENT OF JUSTICE COMPLAINT NUMBER 204-61-133

### BACKGROUND

#### A. SCOPE OF THE INVESTIGATION

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

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

- to conduct a self-evaluation of its services, policies, and practices by July 26, 1992 and make modifications necessary to comply with the Department's title II regulations (28 C.F.R. Part 35), 28 C.F.R. § 35.105;
- to notify applicants, participants, beneficiaries, and other interested persons of their rights and the City's obligations under title II and the Department's regulations, 28 C.F.R. § 35.106;
- to designate a responsible employee to coordinate its efforts to comply and carry out the City's ADA responsibilities, 28 C.F.R. § 35.107(a);
- to establish a grievance procedure for resolving complaints of violations of title II, 28 C.F.R. § 35.107(b);
- to operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C.F.R. § 35.150, by:
  - delivery of services, programs, or activities in alternate ways, including, for example, redesign of equipment, reassignment of services, assignment of aides, home visits, or other methods of compliance or, if these methods are not effective in making the programs accessible,
  - physical changes to buildings (required to be made by January 26, 1995), in accordance with the Department's title II regulation, 28 C.F.R. § 35.151, and the ADA Standards for Accessible Design ("Standards") or the Uniform Federal Accessibility Standards ("UFAS");
- to ensure that facilities for which construction or alteration was begun after January 26, 1992 are readily accessible to and usable by people with disabilities, in accordance with 1) the Department's title II regulation and 2) the Standards or UFAS, 28 C.F.R. § 35.151;
- to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others, including furnishing auxiliary aids and services when necessary, 28 C.F.R. § 35.160;
- where the City communicates by telephone, to communicate through a telecommunications device for the deaf (TDD), or other equally effective telecommunications system, with individuals who have hearing or speech impairments, 28 C.F.R. § 35.161;
- to provide direct access via TDD or computer to telephone emergency services, including 911 services, for persons who use TDD's and computer modems, 28 C.F.R. § 35.162;

### GENERAL INFORMATION OFFICE OF THE ASSISTANT ATTORNEY GENERAL

#### LEADERSHIP

**Thomas E. Perez**  
Assistant Attorney General

#### CONTACT

**Civil Rights Division**  
(202) 514-4609  
Telephone Device for the Deaf (TTY)  
(202) 514-0716

### PROTECTING THE RIGHTS OF SERVICE MEMBERS

[WWW.SERVICEMEMBERS.GOV](http://WWW.SERVICEMEMBERS.GOV)

VISIT [WWW.ADA.GOV](http://WWW.ADA.GOV)



### DEPARTMENT OF JUSTICE ACTION CENTER

[Report a Violation](#)

[Get a Job](#)

[Contact Us](#)

### STAY CONNECTED

[Sign up for E-Mail Updates](#)

[Subscribe to News Feeds](#)

[Facebook](#)

[MySpace](#)

[Twitter](#)

[YouTube](#)

- to provide information for 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);
- to provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to information about accessible facilities, 28 C.F.R. § 35.163(b).

The Department limited its program access review to those of the City's programs, services, and activities that operate in the following facilities: City Hall, Engineering Office, Garfield Park, Lithia Park, Ashland Community Center, Pioneer Hall, Ice Skating Rink, Civic Center, Service Center, Hunter Park Senior Activity Center, Hunter Park Tennis Courts, Golf Course, Parks and Recreation Building, Airport, Senior Center, Don Kiernan Fields, Daniel Meyer Memorial Swimming Pool, Skateboard Park, Recycling Center, Fire Station #1, Hillah Temple Building, and Band Shell. Of those facilities, the Ice Skating Rink, Skateboard Park, Recycling Center and Parks and Recreation Annex Building constitute new construction commenced after January 26, 1992. The following constitute alterations that commenced after January 26, 1992: City Hall (2<sup>nd</sup> floor elevator and adjacent spaces and routes of travel-including toilet rooms); Parks and Recreation Building (connecting ramp between it and the Annex Building); Airport (office wing with toilet room); Civic Center (office spaces); Senior Center (interior space opposite senior citizen eating area); Hunter Park Senior Activity Center (toilet rooms); Service Center (space created for cable fiber network operation); and the Don Kiernan Fields (toilet rooms).

#### **B. JURISDICTION**

1. The ADA applies to the City because it is a "public entity" as defined by title II. 42 U.S.C. § 12131(1).
2. The Department is authorized to conduct this compliance review under 42 U.S.C. § 12133 in order to determine the City's compliance with title II and the Department's implementing title II regulation, to issue findings and, where appropriate, to negotiate and secure a voluntary compliance agreement. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133 to bring a civil action enforcing title II of the ADA should the Department fail to secure voluntary compliance.
3. The Department is authorized to conduct this compliance review under 28 C.F.R. Part 42, Subpart G, to determine the City's compliance with § 504 of the Rehabilitation Act of 1973, to issue findings, and, where appropriate to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 29 U.S.C. § 794 and 28 C.F.R. §§ 42.530, 42.108-110, to suspend or terminate financial assistance to the City provided by the Department of Justice should the Department fail to secure voluntary compliance pursuant to Subpart G or to bring a civil suit to enforce the rights of the United States under applicable federal, state, or local law.

#### **C. ACTIONS TAKEN BY THE CITY**

4. The City conducted a self-evaluation in November 1993 and developed a transition plan in July 1995. The documents show a review of City facilities, aided by the Oregon Disabilities Commission.
5. The City has an ADA Coordinator, who is the Assistant City Administrator.
6. The City adopted its ADA grievance procedure by resolution of the City Council in January 1992. It provides for a grievance to be lodged with the ADA Coordinator, with an appeal to the City Administrator.
7. The City has focused on physical changes to provide program access. It embarked on a program to install an elevator and renovate restrooms in City Hall; installed an entrance ramp between the Parks and Recreation Building and the Annex; renovated office space at the Civic Center; and renovated restrooms in the Airport, Hunter Park Senior Activity Center, and the Don Kiernan Fields.
8. The City uses the Oregon Telecommunications Relay Service to communicate with persons who have hearing or speech impairments. The Relay Service number is published in the City's monthly newsletter "Ashland City Source."

The parties to this Agreement are the United States of America and the City of Ashland, Oregon. In order to avoid the burdens and expenses of an investigation and possible litigation, the parties hereby agree as follows:

#### **REMEDIAL ACTION**

9. In consideration of the terms of this Agreement as set forth below, the Attorney General agrees to refrain from filing a civil suit in this matter regarding paragraphs 10 through 47 except as provided in paragraphs 50 and 52 below.
10. The Parties agree that the technical requirements and, where appropriate, the scoping requirements of the ADA Standards for Accessible Design ("Standards") are used as a guide for determining whether a program or activity held in an existing facility is "readily accessible to and usable by" persons with disabilities, and for determining what changes are necessary to make this program or activity accessible if it continues to be provided in the existing facility in question. See 28 C.F.R. §§ 35.150(b)(1), 35.151. The Standards appear at 28 C.F.R. Part 36, Appendix A.

#### **D. EMPLOYMENT POLICIES**

11. Within 90 days of the effective date of this Agreement, the City will amend its employment policies to include the employment provisions in the Notice that appears as Attachment A to this Agreement.

#### **E. 9-1-1 SERVICES**

12. The City agrees to continue to ensure that TDD calls are answered as quickly as other calls received, and are monitored for timing and accuracy, if other calls are monitored. The City will also continue to ensure that employees are trained and practiced in using a TDD to make and receive calls.
13. The City will incorporate correct TDD call taking procedures into call takers' performance evaluations, and will amend its personnel policies to include written disciplinary procedures for call takers who fail to perform TDD call taking consistent with the training and procedures. The City will submit a copy of its evaluation and procedures to the Department within 90 days of the effective date of this Agreement.

#### **F. CITY COMMUNICATION**

14. Within 60 days of the effective date of this Agreement, the City will publicize the City's TDD number or the Oregon Telecommunications Relay Service telephone number -- if it elects to use the Relay system for communicating with persons who are speech or hearing impaired -- on the same basis as the City's voice telephone number. Methods shall include publication of the number in its monthly newsletter, on the City's Internet Home Page, letterhead, and business cards, and in the first reprinting of the local telephone book that takes place after the effective date of this Agreement. Such publication will continue for the life of this Agreement.
15. Within 60 days of the effective date of this Agreement, the City will identify sources of qualified sign language interpreters and vendors that Braille documents, and will develop written procedures, with time frames, for fulfilling requests from the public for interpreters and documents in alternate formats (Braille, large print, cassette tapes, etc.)
16. The City will report to the Department within 90 days of the effective date of this Agreement the actions it has taken to comply with these provisions.

#### **G. NOTIFICATION**

17. Within 30 days of the effective date of this Agreement, the City will distribute the attached Notice (Attachment A) to all agency heads; publish the Notice in its monthly newsletter; post a copy on its Internet Home Page; and post copies in conspicuous locations in its public buildings. The City will refresh the posted copies, and update the ADA Coordinator information contained on the Notice, as necessary, for the life of the Agreement. Copies will also be provided to any person upon request.
18. Within 180 days of the effective date of this Agreement, the City will develop a method for providing information for interested persons with disabilities concerning the existence and location of the City's accessible services, activities, and programs and submit its proposal to the Department in writing. The proposal, as approved by the Department, will be implemented no later than one year from the effective date of the Agreement.

#### **H. SIGNAGE ON ACCESSIBLE AND INACCESSIBLE ENTRANCE**

19. Within 180 days of the effective date of this Agreement, the City will survey the facilities that are the subject of this Agreement for the purpose of identifying those that have multiple entrances not all of which are accessible, and shall install signage as necessary in compliance with 28 C.F.R. § 35.163(b).

#### **I. PHYSICAL ALTERATIONS**

In order to ensure that the following facilities, for which new construction commenced or will commence after January 26, 1992, are readily accessible to and usable by persons with mobility impairments, the City will take the following actions.

20. The City will replace the current Library with a new fully accessible facility. Within 30 days of the effective date of this Agreement, submit to the Department the design drawings for the replacement Library on which construction is due to begin in 2000. The Department will review the drawings for conformity to the ADA Standards for Accessible Design, and the City will build the Library in compliance with the Standards.
21. The City will replace the current Fire Station #1 with a new fully accessible facility. Within 30 days of the effective date of this Agreement, submit to the Department the design drawings for the replacement Fire Station #1 on which construction is due to begin in 2000. The Department will review the drawings for conformity to the ADA Standards for Accessible Design, and the City will build the Fire Station in compliance with the Standards.
22. The City will replace the current Pro Shop/Restaurant located at the Golf Course with a new fully accessible facility. Within 30 days of the effective date of this Agreement, submit to the Department the design drawings for the replacement Pro Shop/Restaurant which is due to be constructed in 2000. The Department will review the drawings for conformity to the ADA Standards for Accessible Design, and the City will build the Pro Shop/Restaurant in compliance with the Standards.

The provisions of this paragraph covers physical access to the new Pro Shop/Restaurant only, and does not cover program access issues involving the golf course and its use.

23. Within 30 days of the effective date of this Agreement, submit to the Department the design drawings for the permanent rest rooms on the Calle Gaunajuato which are due to be constructed in 2000. The Department will review the drawings for conformity to the ADA Standards for Accessible Design, and the City will build the rest rooms in compliance with the Standards.
24. The City agrees that after the Department receives the design drawings for the new buildings identified in paragraphs 20 through 23, the Department's architects will review and respond to them. If the architects find no problems with a set of drawings, the Department will advise the City of the architects' conclusions for the particular building the drawings identify. If the architects find any problems with a set of drawings, the City will receive correspondence pointing out the deviations from the Standards found in the drawings and corresponding citations of the correct Standards to be applied. The City agrees that for drawings where building has not commenced it will modify the designs so that they correct deviations from the Standards identified by the architects, and for drawings where building has commenced it will modify the building itself to correct deviations from the Standards identified by the architects.

In order to ensure that the following facilities, for which construction commenced after January 26, 1992, are readily accessible to and usable by individuals with disabilities, the City will take the following actions.

25. The City shall make the following remediations to the Outdoor Ice Skating Rink within one year of the effective date of this Agreement:
  - A. Skate Rental Counter.
 

The top of the skate rental counter is 44 inches above the finish floor. Provide a counter that is at least 36 inches wide and no more than 36 inches high, or provide an auxiliary counter with a maximum height of 36 inches in compliance with the Standards, § 7.2(2); or provide access to services transacted at this counter through alternative means (e.g., by offering those services at an equivalent accessible location in the same area for individuals who use wheelchairs).
26. The City shall make the following remediations to the Skateboard Park within one year of the effective date of this Agreement:
  - A. Women's Toilet Room.

The flush control on the toilet is located on the side of the toilet facing the closed area. Relocate the flush control so it is located on the side of the toilet facing the open (wide) area. §§ 4.1.3(11), 4.22.4, 4.16.5.

27.

The City shall make the following remediations to the Recycling Center within one year of the effective date of this Agreement:

A. Accessible Entrance.

The inaccessible front entrance has no signage directing individuals to the accessible side entrance. Post a sign directing individuals to the accessible entrance. § 4.1.3(8)(d).

B. Accessible Route to Outdoor Exhibits.

The accessible route to the outdoor exhibits has portions that are less than 36 inches wide because of over-grown shrubbery located on one side of the walkway. Trim the shrubbery back so that the entire distance of the accessible route to the outdoor exhibits is at least 36 inches wide. §§ 4.3.3, 4.4.2.

C. Service Counter .

The top of the service counter is 40 3/4 inches above the finish floor. Provide a counter that is at least 36 inches wide and no more than 36 inches high, or provide an auxiliary counter with a maximum height of 36 inches in compliance with the Standards, § 7.2(2); or provide access to services transacted at this counter through alternative means (e.g., by offering those services at an accessible location for individuals who use wheelchairs).

28.

The City shall make the following remediations to the Parks and Recreation Annex Building within one year of the effective date of this Agreement:

A. Annex Building's Toilet Room # 1.

1.

The flush control is located on the side of the toilet facing the closed side of the toilet area. Relocate the flush control so it is located on the side of the toilet facing the open (wide) side of the toilet area. §§ 4.1.3(11), 4.22.4, 4.16.5.

2.

The mirror in the toilet room is mounted so that the bottom edge of the reflecting surface is 48 1/2 inches above the finish floor. Provide a mirror in the toilet room mounted with the bottom edge of the reflecting surface no higher than 40 inches above the finish floor. §§ 4.1.3(11), 4.19.6, 4.22.6.

3.

The back grab bar in the toilet area is 36 inches long but is not mounted 12 inches from the centerline of the toilet. Provide a back grab bar in the toilet area that is at least 36 inches long with the end closer to the side wall mounted at least 12 inches from the centerline of the toilet, i.e., no more than 6 inches from the side wall. §§ 4.1.3(11), 4.22.4, 4.16.4 & Fig. 29(a).

4.

The side grab bar does not extend at least 54 inches from the back wall. Reposition or replace the grab bar so that the end nearest the back wall begins no more than 12 inches from the wall, is at least 42 inches long, and the end farthest from the back wall is located at least 54 inches from the back wall. §§ 4.1.3(11), 4.22.4, 4.16.4 & Fig. 29(b).

B. Annex Building's Toilet Room # 2.

The mirror in the toilet room is mounted so that the bottom edge of the reflecting surface is 48 5/8 inches above the finish floor. Provide a mirror in the toilet room mounted with the bottom edge of the reflecting surface no higher than 40 inches above the finish floor. §§ 4.1.3(11), 4.19.6, 4.22.6.

In order to ensure that the following spaces in City facilities, for which alterations commenced after January 26, 1992, are readily accessible to and usable by individuals with disabilities, the City will take the following actions.

29. The City shall make the following remediations to City Hall within 1 1/2 years of the effective date of this Agreement:

A. Second Floor Toilet Room.

1. There is a non-permanent cabinet located in the room that is 17 inches from the side of the toilet. Reposition or remove the cabinet to provide at least 56 inches clear floor space depth for the toilet. §§ 4.1.6(1)(b), 4.1.3(11), 4.16.2 & Fig. 28.
2. The door coat hook is located 64½ inches above the finish floor. Reposition the hook so that it is no more than 54 inches above the finish floor for a side reach or 48 inches above the finish floor for a front reach. §§ 4.1.6(1)(b), 4.1.3(12)(a), 4.25.3, 4.2.5, 4.2.6.
3. The back grab bar in the toilet area is 36 inches long but is not mounted 12 inches from the centerline of the toilet. Provide a back grab bar in the toilet area that is at least 36 inches long with the end closer to the side wall mounted at least 12 inches from the centerline of the toilet, i.e., no more than 6 inches from the side wall. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.4, 4.16.4 & Fig. 29(a).
4. The side grab bar does not extend at least 54 inches from the back wall. Reposition or replace the grab bar so that the end nearest the back wall begins no more than 12 inches from the wall, is at least 42 inches long, and the end farthest from the back wall is located at least 54 inches from the back wall. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.4., 4.16.4 & Fig. 29(b).

**B. Community Development Office Service Counter (First Floor).**

The top of the service counter is 41 inches above the finish floor. Provide a counter that is at least 36 inches wide and no more than 36 inches high, or provide an auxiliary counter with a maximum height of 36 inches in compliance with the Standards, § 7.2(2); or provide access to the services transacted at this counter through alternate means (e.g., by offering those services at an accessible location for individuals who use wheelchairs).

30. The City shall make the following remediations to the Civic Center within 1 ½ years of the effective date of this Agreement:

**A. Municipal Court Service Counter.**

The top of the service counter is 41 ¾ inches above the finish floor. Provide a counter that is at least 36 inches wide and no more than 36 inches high, or provide an auxiliary counter with a maximum height of 36 inches in compliance with the Standards, § 7.2(2); or provide access to the services transacted at this counter through alternate means (e.g., by offering those services at an accessible location for individuals who use wheelchairs).

**B. Men's and Women's Toilet Rooms.**

1. The signage on the doors to the toilet rooms designating them as men's or women's rooms and designating them accessible does not comply with the Standards. Install signage that complies with the Standards and identifies these permanent toilet rooms. §§ 4.1.2(7)(d), 4.1.3(16)(a), 4.30.1, 4.30.4, 4.30.5, 4.30.6, 4.30.7.
2. The floor space in front of the urinal is 25 inches wide. Provide a clear floor space that is 30 inches wide and 48 inches deep. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.5, 4.18.3.
3. The urinal flush control in the men's room is 48 inches above the finish floor. Reposition the control so that is mounted not more than 44 inches from the finish floor. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.5, 4.18.4.
4. The accessible stall in the men's and women's toilet rooms is less than 60 inches wide, the toilet seat cover dispenser is not accessible and the sanitary napkin disposal interferes with the use of the grab bar. Provide a "standard" accessible toilet stall at least 60 inches wide and 56-59 inches deep in the men's and women's toilet rooms such that all of the stall's elements, including stall door, stall door hardware, water closet, size and arrangement, toe clearances, grab bars, controls and dispensers comply with the Standards. §§ 4.1.6(1)(b), 4.1.3(11), 4.13, 4.16, 4.17 & Fig. 30(a), 4.22.4, 4.22.7, 4.26, 4.27.

5. The lavatory in the women's toilet room has push-type faucets that require force greater than 5 pounds to activate. Replace them with controls that are operable with one hand and do not require tight grasping, pinching, or twisting of the wrist, or a force greater than 5 pounds to operate. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.6, 4.19.5, 4.27.4.
6. The height of the lavatory in the men's room provides a clearance of 26 3/4 inches between the bottom of the lavatory apron and the finish floor. Reposition the lavatory to provide a clearance of at least 29 inches between the bottom of the lavatory and the finish floor. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.6, 4.19.2 & Fig. 31.
7. The coat hook is located 66 1/2 inches above the finish floor. Reposition the hook so that it is no more than 54 inches above the finish floor for a side reach or 48 inches above the finish floor for a front reach. §§ 4.1.6(1)(b), 4.1.3(12)(a), 4.25.3, 4.2.5, 4.2.6.

C. Council Chamber/Municipal Court Room.

1. The coat rack outside the council chamber/municipal court room is 56 5/8 inches above the finish floor. Provide a coat rack that is not more than 54 inches above the finish floor for a side approach. §§ 4.1.6(1)(b), 4.1.3(12)(a), 4.25.3, 4.2.6.
2. The council chamber/municipal court room has no assistive listening system available. Install an adequate number of electrical outlets or other supplementary wiring in the chamber/court room necessary to support a portable assistive listening system, with a minimum number of receivers provided equal to 4% of the total number of seats but no less than two receivers, and signage. §§ 4.1.6(1)(b), 4.1.3(19)(b), 4.30, 4.33.

D. Police Department.

1. The public telephone on the exterior of the Police Department does not comply with § 4.1.3(17). Provide a public telephone that has hearing aid compatibility, a volume control, signage, and that has the highest operable part within the reach ranges specified in the Standards. §§ 4.1.6(1)(e), 4.1.3(17), 4.31.2 through 4.31.8, 4.2.5, 4.2.6.
  2. The top of the service counter is 41 7/8 inches above the finish floor. Provide a counter that is at least 36 inches wide and no more than 36 inches high, or provide an auxiliary counter with a maximum height of 36 inches in compliance with the Standards, § 7.2(2); or provide access to the services transacted at this counter through alternate means (e.g., by offering those services at an accessible location for individuals who use wheelchairs).
  3. The hot water and drain pipes beneath the lavatory in the jail cell are not insulated or configured to protect against contact. Insulate the hot water and drain pipes consistent with the Standards. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.6, 4.19.4.
  4. The centerline of the water closet (toilet) in the jail cell is located 15 inches from the side wall and its height is 16 1/2 inches from the finish floor to the top of the seat. Re-mount or replace the toilet so that the centerline is exactly 18 inches from the side wall and the height to the top of the seat is between 17 and 19 inches from the finish floor. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.4, 4.16.2, 4.16.3 & Fig. 28, Fig. 29(b).
  5. The stationary bench-type bed in the jail cell has a metal rail along the upper edge that prevents a person from transferring to the bed from a wheelchair. Remove the rail, replace the stationary rail with a rail that folds down, or replace the bed with a bed without a rail that is mounted no higher than 19 inches above the finish floor. See Standards § 4.35.4.
31. The City shall make the following remediations to Garfield Park within 1 1/2 years of the effective date of this Agreement:

## A. Men's and Women's Toilet Rooms.

1. The accessible stall in the men's and women's toilet rooms is 42 inches wide. Provide a "standard" accessible toilet stall at least 60 inches wide and 56-59 inches deep in each room such that all of the stall's elements, including stall door, stall door hardware, water closet, size and arrangement, toe clearances, grab bars, controls and dispensers that comply with the Standards. §§ 4.1.6(1)(b), 4.1.3(11), 4.1.6, 4.1.7 & Fig. 30(a), 4.22.4, 4.26, 4.27.
  2. The hot water and drain pipes beneath the lavatory in the men's room are not insulated or configured to protect against contact. Install insulation on them. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.6, 4.19.4.
  3. The rim of the urinal in the men's room is 24 7/8 inches above the finish floor and the flush control is mounted 52 3/8 inches above the finish floor. Provide a urinal with an elongated rim no higher than 17 inches above the finish floor and a flush control no higher than 44 inches above the finish floor. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.5, 4.18.2, 4.18.4.
32. The City shall make the following remediations to the Airport within 1 1/2 years of the effective date of this Agreement:

## A. Men's and Women's Toilet Rooms.

1. The toilet paper dispenser in the men's and women's rooms interferes with the use of the side grab bar. Re-mount the toilet paper dispenser in each room so that it is beneath the side grab bar, does not interfere with its use, and complies with the Standards. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.4, 4.16.6 & Fig. 29(b).
  2. The back grab bar in the men's and women's rooms is 24 1/4 inches long. Provide a back grab bar in each room that is at least 36 inches long with the end closer to the side wall mounted at least 12 inches from the centerline of the toilet, i.e., no more than 6 inches from the side wall. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.4, 4.16.4 & Fig. 29(a).
  3. The side grab bar in the men's and women's rooms does not extend at least 54 inches from the back wall. Reposition or replace the side grab bar in each room so that the end nearest the back wall begins no more than 12 inches from the wall, it is at least 42 inches long, and the end farthest from the back wall is located at least 54 inches from the back wall. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.4, 4.16.2 & Fig. 29(b).
  4. The toilet seat cover dispenser in the men's and women's rooms is mounted so that the bottom edge of the opening in the dispenser is located 58 1/2 inches above the finish floor. Relocate the toilet seat cover dispenser in each room so that it is on an accessible route and the highest operable part is no higher than 48 inches for a front reach or 54 inches for a side reach above the finish floor. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.7, 4.27.3, 4.2.5, 4.2.6.
33. The City shall make the following remediations to the Hunter Park Senior Activity Center within 1 1/2 years of the effective date of this Agreement:

## A. Women's Toilet Room.

The flush control of the women's room toilet is located on the closed side of the toilet area. Relocate the flush control on the toilet so it is located on the side of the toilet facing the open (wide) side of the toilet area. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.4, 4.16.5.

34. The City shall make the following remediations to the Don Kiernan Fields within 1 1/2 years of the effective date of this Agreement:

## A. Men's and Women's Toilet Rooms.

1. The flush control is facing the closed side of the accessible stall in the women's toilet room. Relocate the flush control on the toilet so it is facing the open (wide) side of the stall. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.4, 4.17.2, 4.16.5.



2. The rim of the urinal in the men's room is 19 7/8 inches above the finish floor and the flush control is mounted 48 inches above the finish floor. Provide a urinal with an elongated rim no higher than 17 inches above the finish floor and a flush control no higher than 44 inches above the finish floor. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.5, 4.18.2, 4.18.4.
  3. The rear grab bar in the accessible stall in the men's and women's rooms is 24 inches long. Provide a rear grab bar in each room that is at least 36 inches long with the end closer to the side wall mounted at least 12 inches from the centerline of the toilet, i.e., no more than 6 inches from the side wall. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.4, 4.17.6 & Fig. 30(a).
  4. The toilet paper dispensers in the accessible stall in the men's and women's rooms are not within reach. Re-mount the toilet paper dispensers in each room, on the wall closet to the toilet, so that they are within the reach range required by the Standards. §§ 4.1.6(1)(b), 4.1.3(11), 4.22.4, 4.17.3 & Fig. 30(d).
35. The City shall make the following remediations to the Parks and Recreation Building within 1 1/2 years of the effective date of this Agreement:

A. Ramp Between Upper and Lower Building.

The gripping surface of the ramp's handrails is 44 3/8 inches above the ramp surface, do not provide a gripping surface of 1 1/4 to 1 1/2 inches or have a shape providing an equivalent surface, and is not continuous. Provide handrails that are positioned so that the gripping surface is between 34 and 38 inches above the ramp surface and comply with the Standards. §§ 4.1.6(1)(b), 4.1.3(1), 4.3.7, 4.8.5, 4.26.2.

**In order to ensure that each of the City's programs, services, and activities operating at a facility that is the subject of this Agreement, when viewed in its entirety, is readily accessible to and usable by persons with mobility impairments, the City will take the following actions.**

36. The City shall make the following remediations to City Hall within 2 years of the effective date of this Agreement:
- A. Accessible Entrance.
 

The inaccessible front entrance has no signage directing individuals to the accessible side entrance. Post a sign directing individuals to the accessible entrance. § 4.1.3(8)(d).
  - B. Side Entrance.
 

There is a set of two doors in a series at the side entrance (Department of Community Development). The space between the doors is less than 48 inches plus the width of the door swinging into the space. Alter the doors so that the minimum space between the two doors in the series is 48 inches, plus the width of any door swinging into the space, e.g. by having the outside door swing out rather than in. § 4.13.7 & Fig. 26.
  - C. Accessible Route to Rear Entrance (Elevator).
 

The accessible route to the rear entrance (elevator) is not clearly marked. Move the existing sign so that it is not obscured by trees and provide additional signage that clearly marks the route. § 4.1.3(8)(d).
  - D. Rear Elevator Call Box.
 

The elevator call box control is mounted 54 1/2 inches above the finish floor. Reposition the call box control so that it is mounted no more than 48 inches above the finish floor for a forward reach. §§ 4.27.3, 4.2.5.
  - E. Men's and Women's First Floor Toilet Rooms.
    1. The signage on the doors to the toilet rooms designating them as men's or women's and accessible does not comply with the Standards. Install signage that complies with the Standards and identifies these permanent toilet rooms. §§ 4.1.2(7)(d), 4.1.3(16)(a), 4.30.1, 4.30.4, 4.30.5, 4.30.6, 4.30.7.

2. The mirror in the toilet rooms is mounted so that the bottom edge of the reflecting surface is 53 inches (men's room) and 50 inches (women's room) above the finish floor. Provide a mirror in each room mounted with the bottom edge of the reflecting surface no higher than 40 inches above the finish floor. § 4.19.6.
3. The side grab bar in the men's and women's rooms does not extend at least 54 inches from the back wall. Reposition or replace the side grab bar in each room so that the end nearest the back wall begins no more than 12 inches from the wall, it is at least 42 inches long, and the end farthest from the back wall is located at least 54 inches from the wall. §§ 4.22.4., 4.16.2 & Fig. 29(b).
4. The toilet seat cover dispenser in the accessible stall in the women's room is located 66½ inches above the finish floor. Provide a toilet seat cover dispenser that is not more than 54 inches above the finish floor for a side reach or 48 inches above the finish floor for a front reach, and has an adjacent clear floor space of 30 inches by 48 inches. §§ 4.27.2, 4.27.3, 4.2.5, 4.2.6.
5. There is a trash can located in the men's room that blocks access to the paper towel dispenser. Remove or re-position this trash can to provide access to the paper towel dispenser. §§ 4.2.4, 4.27.2.

F. First Floor Rear Entrance Door.

The inaccessible rear entrance door has no signage directing individuals to the accessible side entrance. Post a sign directing individuals to the accessible entrance. § 4.1.3(8)(d).

G. Mayor's Office Door (Second Floor)

The mayor's office door has a clear opening width of 27 ½ inches. Alter the door to provide a minimum clear opening width of at least 32 inches measured from the face of the door to the opposite door stop with the door open 90 degrees to comply with the Standards, § 4.13.5; or provide access to meetings with the mayor through alternate means (e.g., by scheduling meetings in an accessible location within the building upon request).

H. Meeting Room (Second Floor).

Provide a writing surface in the meeting room that is usable by persons who use a wheelchair. *See* Standards, §§ 4.32.3, 4.32.4.

I. Door and Ramp Connecting Two Buildings.

1. The door at the ramp connecting the two buildings that were combined to create a larger City Hall has a clear opening width of 30 inches. Alter the door to provide a minimum clear opening width of at least 32 inches measured from the face of the door to the opposite door stop with the door open 90 degrees, or mount a sign meeting the requirements of the Standards that gives directions to an accessible entrance. §§ 4.13.5, 4.1.3(8)(d).
  2. The ramp connecting the two buildings has no edge protection on the open side. Install edge protection, e.g. a railing, along the open side that complies with the Standards. §§ 4.8.7 & Fig. 17.
37. The City shall make the following remediations to the Ashland Community Center within 2 years of the effective date of this Agreement:
- A. First Floor Entrance Ramp.
    1. The gripping surface of the entrance ramp's handrails is 31½ inches above the ramp surface. Provide handrails with the gripping surface between 34 and 38 inches above the ramp surface. § 4.8.5(5).
    2. The handrails at the bottom of the entrance ramp have no extensions. Alter the handrails to extend at least 12 inches beyond the bottom of the ramp. § 4.8.5(2).
  - B. Stage.

There is no accessible route to the stage which rises several inches above the finish floor. Provide a ramp from the floor to the stage that conforms with the Standards. §§ 4.33.5, 4.8.

C. Men's and Women's Toilet Rooms.

1. The entrance doors have a clear opening width of 30 1/4 inches (men's) and 29 7/8 inches (women's). Alter the doors to provide a minimum clear opening width of at least 32 inches measured from the face of the door to the opposite door stop with the door open 90 degrees. § 4.13.5.
2. The hot water and drain pipes beneath the lavatories are not insulated or configured to protect against contact. Install insulation on them. § 4.19.4.
3. The lavatories have twist-type faucets. Replace them with controls that are operable with one hand and do not require tight grasping, pinching, or twisting of the wrist. §§ 4.19.5, 4.27.4.
4. The mirror in the men's room is mounted so that the bottom edge of the reflecting surface is 52 3/8 inches above the finish floor. Provide a mirror in the room mounted so that the bottom edge of the reflecting surface is no higher than 40 inches above the finish floor. § 4.19.6.
5. The lavatory in the men's room is mounted on two metal legs that intrude into the clear floor space. Remove or re-position the legs to provide clear floor space of at least 30 inches between them. §§ 4.2.4, 4.19.3 & Fig. 32.

38. The City shall make the following remediations to Pioneer Hall within 3 years of the effective date of this Agreement:

A. Side Entrance.

There is an abrupt change in level at the side entrance door. Provide a ramp with a slope no greater than 1:10 and a level maneuvering clearance for the door. §§ 4.1.6(3)(a)(i), 4.13.8, 4.5.2.

B. Meeting Room Coat Rack.

The coat rack in the meeting room is not accessible. Provide a portion of the coat rack that is not more than 54 inches above the finish floor for a side approach or 48 inches above the finish floor for a front approach, and has a clear floor space of 30 inches by 48 inches. §§ 4.2.5, 4.2.6, 4.25.3.

C. Men's and Women's Toilet Rooms.

The elements of the men's and women's toilet rooms do not comply with the Standards. Provide a unisex accessible toilet room such that the spaces and elements in the room, including the door, water closet, grab bars, lavatory, mirror, controls and dispensers, and signage comply with the Standards. §§ 4.13, 4.16 & Figs. 28 & 29, 4.19 & Figs. 31 & 32, 4.22, 4.26, 4.27, 4.30.

39. The City shall make the following remediations to Lithia Park within 2 years of the effective date of this Agreement:

A. Playground Equipment.

The playground equipment cannot be accessed because of the lack of an accessible route from the sidewalk to the playground equipment. Establish an accessible route from the sidewalk to the playground equipment and benches. §§ 4.1.2(1), 4.3.6, 4.5.1.

B. Men's and Women's Toilet Rooms.

1. The entrance door to each room has a clear opening width of 29 inches. Alter the doorway to provide a minimum clear opening of at least 32 inches measured from the face of the door to opposite door stop with the door open 90 degrees. § 4.13.5.
2. The door to the accessible stall in each room has no hardware. Provide hardware that is easy to grasp with one hand and does not require tight grasping, pinching, or twisting of the wrist to operate. § 4.13.9.

3. The height of the toilet in each room is 15 3/8 inches from the finish floor to the top of the seat. Replace the toilet or install a riser to increase the height of the top of the seat to between 17 and 19 inches above the finish floor. § 4.16.3 & Fig. 29(b).
  4. The flush control of the women's room toilet is located on the closed side of the toilet area. Relocate the flush control so it is located on the open (wide) side of the toilet area. §§ 4.22.4, 4.16.5.
  5. The accessible stall in each room has no grab bars. Provide side and rear grab bars in each room that comply with the Standards. §§ 4.22.4, 4.16. & Fig. 29(a), 4.17. & Fig. 30(a)(c) (d).
40. The City shall make the following remediations to the Service Center within 2 years of the effective date of this Agreement:
- A. Men's and Women's Toilet Rooms.
    1. The accessible stall in the men's and women's toilet rooms is less than 60 inches wide . Provide a "standard" accessible toilet stall at least 60 inches wide and 56-59 inches deep in the men's and women's toilet rooms such that all of the stall's elements, including entry door, water closet, size and arrangement , toe clearances, grab bars, stall door hardware, controls and dispensers comply with the Standards. §§ 4.16, 4.17 & Fig. 30(a), 4.22.4, 4.26, 4.27.
    2. The mirror in the men's room is mounted so that the bottom edge of the reflecting surface is 43 3/8 inches above the finish floor. Provide a mirror in the room mounted so that the bottom edge of the reflecting surface is no higher than 40 inches above the finish floor. § 4.19.6.
    3. The paper towel dispenser in the men's and women's rooms is mounted so that the control is located 51 1/8 inches (men's) and 50 inches (women's) above the finish floor. Remount the paper towel dispenser in each room so that the highest operable part is no higher than 48 inches above the finish floor for a front reach. §§ 4.22.7, 4.27.3, 4.2.5, 4.2.6.
  - B. Street Division Toilet Room.
    1. The back grab bar in the men's room is 29 3/4 inches long. Provide a back grab bar that is at least 36 inches long with the end closer to the side wall mounted at least 12 inches from the centerline of the toilet, i.e., no more than 6 inches from the side wall. §§ 4.22.4, 4.16.4 & Fig. 29(a).
    2. The end of the side grab bar in the men's room does not extend at least 54 inches from the back wall. Reposition or replace the grab bar so that it begins no more than 12 inches from the back wall, it is at least 42 inches long, and the end extends at least 54 inches from the back wall. §§ 4.22.4, 4.16.4 & Fig. 29(b).
41. The City shall make the following remediations to Garfield Park within 2 years of the effective date of this Agreement:
- A. Accessible Parking Space.
    1. The accessible parking space located in the parking area has an access aisle which is not striped to identify it as an access aisle and the space is not identified as a van-accessible parking space. Alter the space so that it is a van-accessible parking space served by an access aisle at least 96 inches wide and identified by an additional van-accessible sign mounted below the symbol of accessibility in a location that cannot be obscured by a vehicle parked in the space. §§ 4.1.2 (5)(a), 4.1.2(5)(b), 4.6.4, 4.6.3 & Fig. 9.
    2. There is a 7/8 inch abrupt change in level at the end of the curb ramp leading to the access aisle. Alter this area so that the transition is flush and free of abrupt changes. § 4.7.2.

42. The City shall make the following remediations to the Golf Course within 60 days of the effective date of this Agreement:
- A. Accessible Parking Space.
 

The accessible parking space provided is incorrectly configured. Establish a van-accessible parking space that is in compliance with the Standards including signage. §§ 4.1.2(5)(a), 4.1.2(5)(b), 4.6.4, 4.6.3 & Fig. 9.
  - B. Accessible Routes.
 

Within 6 months of the effective date of this Agreement, the City will review and report to the Department on whether the accessible routes to practice putting greens and the Pro Shop/Restaurant at the Golf Course, and the facilities, elements, spaces, and directional signage located along those accessible routes comply fully with the Standards. §§ 4.1.2 (1)(2)(3)(4)(6)(7), 4.15. The City will correct any areas identified by the Department to be in non-compliance with the Standards, within a time frame agreed upon by the City and the Department.
43. The City shall make the following remediations to the Airport within 2 years of the effective date of this Agreement:
- A. Accessible Parking Spaces.
    1. There are no accessible parking spaces provided. Establish accessible parking spaces, including at least one van-accessible space, that are in compliance with the Standards and are located on the shortest accessible route to the accessible entrance of the building. §§ 4.1.2(5)(a), 4.1.2(5)(b), 4.6.
44. The City shall make the following remediations to the Hunter Park Senior Activity Center within 3 years of the effective date of this Agreement:
- A. Exterior Public Telephone.
 

The public telephone on the exterior of the Center does not comply with § 4.1.3(17). Provide a public telephone that has hearing aid compatibility, a volume control, signage, and that has its highest operable part within the reach ranges specified by the Standards. §§ 4.31.2 through 4.31.8, 4.2.5, 4.2.6.
  - B. Daniel Meyer Memorial Pool.
    1. There is an abrupt change in level at the end of the curb ramp leading from the pool to the parking area. Alter this area so that the transition is flush and free of abrupt changes. § 4.7.2.
    2. The elements of the men's and women's toilet rooms and showers do not comply with the Standards. Provide a unisex accessible toilet room, with a transfer shower, such that the spaces and elements in the room and shower, including the door, water closet, grab bars, shower stall, lavatory, mirror, controls and dispensers, and signage comply with the Standards. §§ 4.13, 4.16 & Figs. 28 & 29, 4.19 & Figs. 31 & 32, 4.21 & Figs. 35, 36 & 37, 4.22, 4.26, 4.27, 4.30.
    3. None of the pool facilities outside of the proposed unisex toilet room and shower, including men's and women's locker rooms and locker room changing areas comply with the Standards. Provide accessible men's and women's pool facilities, outside of the unisex toilet room and shower, such that all of the elements of the various areas of the facilities, including doors and accessible routes, lockers, coat hooks, benches, and other features comply with the Standards. §§ 4.3, 4.13, 4.25, 4.35.
45. The City shall make the following remediations to the Senior Center within 2 years of the effective date of this Agreement:
- A. Men's and Women's Toilet Rooms.
    1. The accessible stalls are 40 inches wide. In each room, provide a "standard" accessible toilet stall at least 60 inches wide and 56-59 inches deep such that all of the stall's elements, including stall door, stall door hardware, water closet, size and arrangement, toe clearances, grab bars, controls and dispensers comply with the Standards. §§ 4.16, 4.17 & Fig. 30(a), 4.22.4, 4.26, 4.27.

2. The hot water and drain pipes beneath the lavatories are exposed and not recessed. Install insulation on them. § 4.19.4
  3. The lavatories have twist-type hardware. Replace them with controls that are operable with one hand and do not require tight grasping, pinching, or twisting of the wrist. §§ 4.19.5, 4.27.4.
  4. There is a trash can located in the men's room that is placed under the lavatory. Reposition or remove the trash can to provide a clear floor space of 30 inches by 48 inches in front of and under the lavatory. § 4.19.3.
  5. The mirror in the toilet rooms is mounted so that the bottom edge of the reflecting surface is 56 3/4 inches (men's room) and 53 1/4 inches (women's room) above the finish floor. Provide a mirror in each room mounted with the bottom edge of the reflecting surface no higher than 40 inches above the finish floor. § 4.19.6.
- B. Ramp to Rear Entrance Door.
- The ramp has a fence along both sides that is 44 1/4 inches high on the right side and 43 7/8 inches high on the left side above the ramp surface. Install handrails on both sides of the ramp that comply with the Standards. §§ 4.8.5, 4.26.
46. The City shall make the following remediations to the Hunter Park Tennis Courts within 2 years of the effective date of this Agreement:
- A. Tennis Court Access.
 

There is no accessible route from the sidewalk to the tennis courts. Establish an accessible route from the sidewalk to the tennis courts. §§ 4.3, 4.5.
  - B. Doors Between Sets of Tennis Courts.
    1. The entrance doors have knob hardware. Replace the handles with hardware that is easy to grasp with one hand and does not require tight grasping, pinching, or twisting of the wrist to operate. § 4.13.9.
    2. There are two sets of two doors in a series; the space between the doors in each series is 45 1/2 inches. Alter the area so that the minimum space between the two doors in a series is 48 inches, plus the width of any door swinging into the space. § 4.13.7.
47. The City shall make the following remediations to the Parks and Recreation Building within 2 years of the effective date of this Agreement:
- A. Parking.
 

There is no accessible parking space provided. Establish a van-accessible parking space in compliance with the Standards. §§ 4.1.2 (5)(b), 4.6, 4.30.7.
  - B. Service Counter.
 

The top of the service counter is 42 5/8 inches above the finish floor. Provide a counter that is at least 36 inches wide and no more than 36 inches high, or provide an auxiliary counter with a maximum height of 36 inches in compliance with the Standards, § 7.2(2); or provide access to the services transacted at this counter through alternate means (e.g., by offering those services at an accessible location for individuals who use wheelchairs).
48. The City shall complete the following remediations to the Band Shell in Lithia Park within 3 years of the effective date of this Agreement:
- A. Stage Area Access.
    1. There is no accessible route from accessible street parking to the Band Shell and the spectator seating. Establish a route that complies with the Standards. §§ 4.3, 4.5.1.
    2. There are no wheelchair locations in the spectator seating. Establish wheelchair locations in the spectator seating area

that adjoin an accessible route and that have lines of sight comparable to those for the general public in compliance with the Standards. §§ 4.1.3(19)(a), 4.3.3, 4.5.

3. The Band Shell has steps at the front leading to the stage which makes it inaccessible to persons using a wheel chair. Establish a procedure for providing access to the stage or install a ramp or platform lift in compliance with the Standards. §§ 4.3.3-5, 4.3.8, 4.8, 4.11. Any procedure shall not require lifting or carrying persons with mobility impairments or require them to traverse unnecessary or extreme distances.
4. The area at the rear of the stage that is used as a dressing room is not accessible to persons with mobility impairments. Provide an accessible temporary dressing room, when needed for persons with mobility impairments, that provides privacy and other features comparable to those found in the area at the rear of the stage that is currently used as a dressing room, and that is on an accessible route. §§ 4.1.1(4), 4.1.3(1), 4.3, 4.35.

#### **IMPLEMENTATION AND ENFORCEMENT**

49. Except as otherwise specified in this Agreement, at 90 and 180 days after the effective date of this Agreement, and thereafter at yearly anniversaries of the effective date, the City will submit written reports to the Department summarizing the actions the City has taken pursuant to this Agreement. Reports will include photographs, architectural plans, copies of adopted policies, and proof of efforts to secure funding/assistance for structural renovations.
50. If at any time the City desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the Department in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is written Agreement by the Department to the proposed modification, the proposed modification will not take effect. These actions must receive the prior written approval of the Department, which approval shall not be unreasonably withheld or delayed.
51. The Department may review compliance with this Agreement at any time. If the Department believes that this Agreement or any portion of it has been violated, it will so notify the City in writing and it will attempt to resolve the issue or issues in good faith. If the Department is unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date it provides notice to the City, it may institute a civil action in federal district court directly to enforce title II or to enforce the terms of this Agreement, or it may initiate appropriate steps to enforce section 504 of the Rehabilitation Act.
52. Failure by the Department to enforce this entire Agreement or any provision thereof with regard to any deadline or any other provision herein shall not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.
53. In the event that the City fails to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the Department as a temporary modification of the relevant terms of this Agreement, the Department may file suit in an appropriate federal court to enforce the terms of the Agreement, may declare the Agreement null and void and file suit to enforce title II of the ADA, or it may initiate appropriate steps to enforce section 504 of the Rehabilitation Act.
54. Nothing in this agreement shall require the City to take any action that would result in a fundamental alteration of the nature of any program, service, or activity, or which would cause an undue financial or administrative burden.
55. This Agreement is a public document. A copy of this document or any information contained in it may be made available to any person by the City or the Department on request.
56. The effective date of this Agreement is the date of the last signature below.
- 57.

This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement, shall be enforceable. This Agreement does not purport to remedy any other potential violations of the ADA or any other Federal law. This Agreement does not affect the City's continuing responsibility to comply with all aspects of the ADA.

58. This Agreement will remain in effect for three years from the effective date of this Agreement, or until the parties agree that full compliance with this Agreement by the City has been achieved.
59. The person signing for the City of Ashland represents that she is authorized to bind the City to this Agreement.

For the City:

\_\_\_\_\_ Date \_\_\_\_\_  
 MAYOR Catherine M. Shaw  
 Acting Assistant Attorney General  
 City of Ashland for Civil Rights  
 20 E. Main Street  
 Ashland, Oregon 97520

For the United States:

BILL LANN LEE,  
 Acting Assistant Attorney General  
 for Civil Rights

\_\_\_\_\_ Date \_\_\_\_\_  
 JOHN L. WODATCH, Chief  
 RENEE M. WOHLLENHAUS, Deputy Chief  
 JOSEPH C. RUSSO, Supervisory Attorney  
 CHARLES HARVEY, Investigator  
 Disability Rights Section  
 Civil Rights Division  
 U.S. Department of Justice  
 P.O. Box 66738  
 Washington, DC 20035-6738

#### ATTACHMENT A

##### NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

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

The City does not discriminate on the basis of disability in its hiring or employment practices. The City will not ask a job applicant about the existence, nature, or severity of a disability. Applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be made, but only after a conditional offer of employment is made and only if required of all applicants for the position. The City will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request unless the accommodation would cause an undue hardship on the operation of the City's business. To the extent its selection criteria for employment decisions have the effect of disqualifying an individual because of disability, those criteria will be job-related and consistent with business necessity.

The City will provide appropriate auxiliary aids and services, including qualified sign language interpreters and assistive listening devices, whenever necessary to ensure effective communication with members of the public who have hearing, sight, or speech impairments, unless to do so would result in a fundamental alteration of its programs or an undue administrative or financial burden. A person who requires an accommodation or an auxiliary aid or service to participate in a City program, service, or activity, should contact the office of Greg Scoles, the City's Assistant City Administrator and ADA Coordinator, at 541-488-6002 as far in advance as possible but no later than 24 hours before the scheduled event.

The City can be reached through the Oregon Relay Service at 1-800-735-2900.

Complaints that a City program, service, or activity is not accessible to persons with disabilities and complaints of disability-based discrimination against applicants for City employment or City employees should be directed to Greg Scoles.

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



October 2000

**U.S. DEPARTMENT of JUSTICE** | 950 Pennsylvania Avenue, NW, Washington, DC 20530-0001

**JUSTICE.GOV**

**ABOUT**

The Attorney General  
Budget & Performance  
Strategic Plans

**AGENCIES**

**BUSINESS & GRANTS**

Business Opportunities  
Small & Disadvantaged  
Business  
Grants

**RESOURCES**

Forms  
Publications  
Case Highlights  
Legislative Histories

**NEWS**

Justice News  
The Justice Blog  
Videos  
Photo Gallery

**CAREERS**

Legal Careers  
Student Opportunities  
Diversity Policy  
Internships

**CONTACT**

Site Map  
A to Z Index  
Archive  
Accessibility  
FOIA  
No FEAR Act  
Information Quality  
Privacy Policy  
Legal Policies &  
Disclaimers

For Employees  
Office of the Inspector  
General  
Government  
Resources  
USA.gov