

ESTADO LIBRE ASOCIADO DE PUERTO RICO  
GOBIERNO AUTONOMO DE GUAYNABO  
LEGISLATURA MUNICIPAL

R E S O L U C I O N

Número 1

Serie 2006-2007

Presentada por: Administración

PARA AUTORIZAR AL MUNICIPIO DE GUAYNABO, REPRESENTADO POR SU ALCALDE, HONORABLE HÉCTOR O'NEILL GARCÍA, O SU REPRESENTANTE AUTORIZADO, PARA QUE A TRAVES DE LOS ABOGADOS DEL MUNICIPIO DE GUAYNABO, FIRME UNA ESTIPULACION TRANSACCIONAL EN EL CASO CIVIL DISABLED AMERICANS, ET AL. V. MUNICIPALITY OF GUYANABO, ET AL., UNITED STATES COURT FOR THE DISTRICT OF PUERTO RICO CIVIL NÚM. DDP 03-2202; Y AL DIRECTOR DE FINANZAS A EFECTUAR LOS ASIENTOS NECESARIOS EN LOS LIBROS DE CONTABILIDAD A SU CARGO Y ASI MISMO AUTORIZARLE A REALIZAR EL DESEMBOLSO CORRESPONDIENTE.

**POR CUANTO:** El señor Eduardo Umpierre y otras personas o entidades radicaron en el 2003 una acción en el Tribunal de los Estados Unidos para el Distrito de Puerto Rico bajo la ley conocida en el idioma inglés como American with Disabilities Act (“ADA”) *Eduardo Umpierre, et al. v. Municipio de Guaynabo, et al.*, U.S.D.C.P.R. Civil No. 03-2202.

**POR CUANTO:** La Ley ADA persigue, entre otras cosas, que las entidades públicas provean acceso y facilidades adecuadas en facilidades públicas a personas con impedimentos, como lo es el demandante Eduardo Umpierre.

**POR CUANTO:** En la demanda y/o inspecciones posteriores llevadas a cabo por los demandantes se identificaron ciertas facilidades públicas del Municipio de Guaynabo que no cumplen cabalmente con reglamentos promulgados bajo ADA para proveer acceso y facilidades adecuadas a personas con impedimentos.

**POR CUANTO:** El Municipio de Guaynabo contrató los servicios de un perito en cumplimiento con la Ley ADA de nombre Gray Smith para inquirir sobre los reclamos de los demandantes.

**POR CUANTO:** El perito contratado por el Municipio de Guaynabo coincidió en gran parte con los hallazgos encontrados por la parte demandante y en cuanto a las correcciones que hay que realizar para estar en cumplimiento con la Ley ADA.

**POR CUANTO:** El Bufete Aldarondo y López Bras, representantes legales del Municipio de Guaynabo preparó un borrador de estipulación (“*Consent Decree*”) cuyas cláusulas en lo relativo a correcciones a las áreas estructurales y programáticas están basadas estrictamente en el asesoramiento provisto por el perito del Municipio de Guaynabo.

**POR CUANTO:** Los términos para realizar las mejoras necesarias fueron discutidas con los funcionarios pertinentes en el Municipio de Guaynabo y los términos sugeridos por éstos son los incluidos en el borrador de estipulación (“*Consent Decree*”).

**POR CUANTO:** La Ley ADA provee para el pago de honorarios de abogados y costas a favor de la parte demandante.

**POR CUANTO:** El Bufete Aldarondo y López Bras, representantes legales del Municipio de Guaynabo negoció, previo autorización por parte de los funcionarios pertinentes, el pago de honorarios de abogados y costas a la parte demandante; a saber (1) \$50,000.00 en honorarios de abogados y \$19,308.70 en costas. Estas sumas son menores a las que la representación legal del Municipio fue autorizada a negociar. Restan \$8,500.00 en costas que están en disputa, cuya procedencia será resuelta por el Tribunal Federal.

**POR CUANTO:** Los honorarios de abogado contemplados en el borrador de estipulación representan una reducción substancial de lo originalmente solicitado por la parte demandante; *ie.*, \$81,245.00, para una rebaja de \$31,245.00. De igual forma las costas negociadas son sustancialmente menores a las originalmente solicitadas por la parte demandante que ascendían a \$37,010.22. Aun si la parte demandante prevaleciera en lo relacionado a las costas en disputa, el pago por este concepto sería menor que el originalmente solicitado.

**POR CUANTO:** Otras cláusulas de tipo legal en el borrador de estipulación han sido recomendadas por la representación legal del Municipio luego de discutidas con los abogados del Municipio.

**POR CUANTO:** La parte demandante ha aceptado el borrador de estipulación propuesto por el Municipio de Guaynabo.

**POR TANTO:** **RESUELVASE POR ESTA LEGISLATURA MUNICIPAL DE GUAYNABO, PUERTO RICO, REUNIDA EN SESION ORDINARIA, HOY DIA 31 DE JULIO DE 2006.**

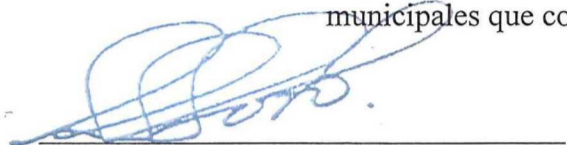
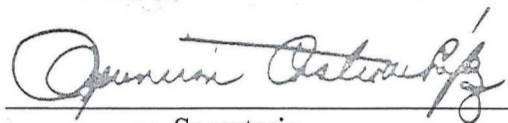
**Sección 1ra:** Autorizar, como por la presente se autoriza, al Municipio de Guaynabo a través de su Alcalde, Honorable Héctor O'Neill García o su representante autorizado y los abogados del Municipio de Guaynabo a transigir el caso de *Eduardo Umpierre, et al. v. Municipio de Guaynabo, et al.*, U.S.D.C.P.R. Civil No. 03-2202, bajo las cláusulas y condiciones contenidas en el borrador de estipulación ("*Consent Decree*") que se acompaña y se hace formar parte integral de esta resolución.

**Sección 2da:** Autorizar, como por la presente se autoriza, a la Directora de Finanzas del Municipio de Guaynabo a efectuar los asientos necesarios en los libros de contabilidad a su cargo y a realizar el desembolso correspondiente.


**Sección 3ra:** El pago de los \$69,308.70 se hará con cargo a la partida 01/D20/001.000.000/9470 del presupuesto del año 2006-2007, y su desembolso se hará en o antes de los sesenta (60) días siguientes a la aprobación de la presente Resolución.

**Sección 4ta:**

Esta resolución entrará en vigor inmediatamente después de su aprobación y copia de la misma le será enviada a los funcionarios estatales, federales y municipales que corresponda a los fines de rigor.

  
\_\_\_\_\_  
Presidente  
\_\_\_\_\_  
Secretaria

Fue aprobada por el Honorable Héctor O'Neill García, Alcalde, el día de 10 de agosto de 2006.

  
\_\_\_\_\_  
Alcalde



Estado Libre Asociado de Puerto Rico  
Municipio Autónomo de Guaynabo  
*Legislatura Municipal*

*Antonio Luis Soto Torres*  
*Presidente*

**C E R T I F I C A C I O N**

*YO, SRA. ASUNCION CASTRO DE LOPEZ, Secretaria de la Legislatura Municipal de Guaynabo, Puerto Rico, por medio de la presente certifico que la que antecede es una copia fiel y exacta de la Resolución Núm. 1, Serie 2006-2007, aprobada por la Legislatura Municipal de Guaynabo, Puerto Rico, reunida en sesión ordinaria del día 31 de julio de 2006.*

*CERTIFICO, ADEMÁS, que la misma fue aprobada por unanimidad de los miembros presentes en dicha sesión, los Hons.*

*Carlos M. Santos Otero  
Guillermo Urbina Machuca  
Sara Nieves Colón  
Juan Berrios Arce  
Luis Carlos Maldonado Padilla  
Aída M. Márquez Ibáñez  
Juanita Lebrón Román*

*Javier Capestany Figueroa  
Juanita Lebrón Román  
Carmen Baéz Pagan  
Miguel A. Negrón Rivera  
Esther Rivera Ortiz  
Ramón Ruiz Sánchez*

*Fue aprobada por el Hon. Héctor O'Neill García, Alcalde, el día 10 de agosto de 2006.*

*EN TESTIMONIO DE TODO LO CUAL, libro la presente certificación bajo mi firma y el sello oficial de esta municipalidad de Guaynabo, Puerto Rico, el día 10 del mes de agosto de 2006.*

  
*Secretaria Legislatura Municipal*

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

DISABLED AMERICANS, ET AL.

Plaintiffs

V.

MUNICIPALITY OF GUAYNABO, ET  
AL.

Defendants

CIVIL NO. 03-2202 (DRD)

PROPOSED CONSENT DECREE

I. INTRODUCTION

This action was brought by plaintiffs against the Municipality of Guaynabo pursuant to Title II of the American with Disabilities Act, 42 U.S.C.A. §12181, *et seq.* (“ADA”), seeking to have the Municipality conform certain municipal facilities to the exigencies of regulations promulgated under ADA. The Plaintiffs and the City have reached an agreement to settle this action without the burden of a prolonged litigation. Wherefore the parties agree as follows:

II. STRUCTURAL MODIFICATIONS TO BE UNDERTAKEN BY THE MUNICIPALITY

The parties agree that the Municipality of Guaynabo shall complete the following modifications to the facilities set forth below within the indicated corresponding time frames.

A. Guaynabo City Hall

1. Ramp to Amphitheater
  - a. Handrails shall be installed on the two sides of the ramp sections in accordance with ADAAG 4.8.5.
    - (1) Time Frame — 7 months
2. Main Entrance Doors

- a. Automatic doors shall be installed in accordance with ADAAG 4.13.12 with both doors in a pair opening simultaneously.

- (1) Time Frame — 7 months

3. Elevator Signs

- a. Braille character floor designations shall be installed in accordance with ADAAG 4.10.5.

- (1) Time Frame — 7 months

4. General Signs

- a. Signs shall be all in braille in accordance with ADAAG 4.30

- (1) Time Frame — 7 months

5. Parking

- a. Van accessible sign shall be placed

- (1) Time Frame — 2 months

B. City Hall Annex

1. Parking

- a. On each of the 4 levels, 2 parking spaces will be designated as accessible with a common access aisle, all fit with upright signs, blue-striped surface symbols, painted lines and side access aisles for a total throughout of 8.

- (1) Time Frame — 6 months

- b. Directional and informational signs shall be provided at the garage entrance and at each floor level, directing drivers to the accessible spaces, whether for employees or visitors.

- (1) Time Frame — 6 months

- c. A van accessible space shall be set aside with a sign to that effect

along the curb in front of the annex plaza.

(1) Time Frame — 6 months

2. Exterior Entrance Ramp

- a. A complete handrail shall be installed on one side of the ramp along the building wall and extended with a guardrail from the building corner to 12 inches beyond the bottom of the ramp. Twelve (12) inches extensions shall be install at each of the four ends of both handrails in accordance with ADAAG 4.8.5

(1) Time Frame — 6 months

3. Interior Door Signs

- a. Signs shall be installed in accordance with ADAAG 4.1 and 4.30. and doors' hardware in accordance with ADAAG 4.13.9, 4.13.10, 4.13.11 and 4.13.12.

(1) Time Frame — 4 months

4. Protruding Time Clock

- a. The clock shall be relocated out of the corridor into a room.

(1) Time Frame — 2 months

5. Toilet Rooms

- a. The two toilet rooms shall be renovated to comply with ADAAG 4.13, 4.16, 4.17, 4.19 and 4.22.

(1) Time Frame — 1 year

6. Emergency Exit Doors

- a. Door hardware to be replaced with a u-pull and a push plate.

(1) Time Frame — 1 year

C. Centro de Bellas Artes

1. Parking Lot

- a. Accessible parking spaces on the side of the facility shall be increased to eight.

(1) Time Frame — 2 years

- b. A van accessible space in the parking lot area shall be provided.

(1) Time Frame — 2 years

- c. The small ramps within the side access aisles shall be demolished and curb ramps in accordance with ADAAG 4.7 shall be cut and installed.

(1) Time Frame — 2 years

- d. The accessible parking space in the employee parking area shall be eliminated, for it is in a steep slope up to the main entrance.

(1) Time Frame — 2 years

- e. Install handrails in accordance with ADAAG 4.8.5 for the sloped adjacent sidewalk up to the entry plaza.

(1) Time Frame — 2 years

- f. Signs shall be provided at the parking lot driveway entrance directing people to accessible parking spaces. In turn, signs shall be provided at the accessible spaces directing people to the main entrance of the building. Likewise, signs shall be provided at the main entrance and rear exit directing people to the accessible parking spaces.

(1) Time Frame — 2 years

2. Curb Ramps

- a. Reconstruct curb ramps in accordance with ADAAG 4.7.

(1) Time Frame — 2 years



3. Accessible Exit Way
  - a. Install sign advising that it is an exit only way.
    - (1) Time Frame — 2 years
4. Auditorium Seating
  - a. Provide 13 wheelchairs seating locations in accordance with ADAAG 4.33.
    - (1) Time Frame — 1 year
5. Ticket Window Counter
  - a. Ticket window counter shall be reconfigured to a maximum 36 inches height.
    - (1) Time Frame — 1 year
6. Toilet Rooms
  - a. Signs shall be place adjacent to the latch side of the two toilet rooms' entry doors in accordance with ADAAG 4.30.
    - (1) Time Frame — 1 year
  - b. A lever handle shall be installed on the men's accessible toilet stall door.
    - (1) Time Frame — 1 year
  - c. The flush control handle on the men's accessible toilet shall relocated to the other side or replace with an automatic electronic eye control.
    - (1) Time Frame — 1 year
  - d. One men's urinal shall be relocated and lower in accordance with ADAAG 4.18
    - (1) Time Frame — 1 year

D. Guaynabo Medical Center

1. Closed Caption Television

- a. The Closed Caption Television System shall be turned on and kept that way constantly.

(1) Time Frame — immediately

2. Parking Lot

- a. Reconfiguration of accessible parking spaces so as to have seven parking spaces, 3 of which would be closest to the building entrance, with one 60 inches wide access aisle and one 96 inches access aisle.

(1) Time Frame — 1 year

- b. All built up curb ramps in the parking spaces shall be removed and the concrete walkway shall be enlarged to accommodate internal curb ramps. The extent of the parking spaces shall be enlarges correspondingly

(1) Time Frame — 1 year

- c. Three (3) designating signs shall be install, with 2 noted as "Van Accessible."

(1) Time Frame — 1 year

3. Lobby Toilet Rooms

- a. The two (2) side grab bars shall be replaced with 42 inches long grab bars in accordance with ADAAG 4.17.6.

(1) Time Frame — 2 years

- b. The robe hook shall be relocated to a minimum 54 inches high in accordance with ADAAG 4.2.6.

(1) Time Frame — 2 years

- c. The urinal and flush control lever shall be relocated in accordance

with ADAAG 4.18. One urinal side shield shall be relocated to provide a 30 inches clear width in accordance with ADAAG 4.18.3.

(1) Time Frame — 2 years

- d. The accessible toilet flush control in the women's toilet room shall be relocated to the opposite side of the pipe, or an automatic, electronic eye flush control shall be installed in accordance with ADAAG 4.16.5 and 4.27.4.

(1) Time Frame — 2 years

- e. The lavatory pipes in both toilet rooms shall be insulated in accordance with ADAAG 4.19.4.

(1) Time Frame — 2 years

4. Sign Outlay

- a. A replacement sign system shall be designed and installed in accordance with ADAAG 4.30.

(1) Time Frame — 7 months

5. X-Ray Dressing Rooms

- a. Sufficient space shall be allowed on one of the dressing rooms in order to provide a curtained room with a minimum area of 5ft<sup>2</sup>.

(1) Time Frame — 2 years

E. Paraíso Recreacional Mario Jiménez

1. Public Sidewalk

- a. On the curved fenced area to the left of the vehicular entrance a section of the fence shall be replaced with a fence and gate 36 inches wide minimum, and a walkway to the facility entrance in accordance with ADAAG 4.1.2 (1) and (2) and 4.3.

(1) Time Frame — 1 year

2. Parking Lot

- a. A missing designating sign at one parking space shall be installed and the surface thereof shall be painted with the accessible symbol in accordance with ADAAG 4.6.4.

(1) Time Frame — 1 year

- b. The two side parking spaces shall be repainted and reconfigured to provide for 8 feet wide center access aisle for 2 van-accessible spaces.

(1) Time Frame — 1 year

- c. Two (2) "Van-Accessible" designating signs shall be installed.

(1) Time Frame — 1 year

- d. All faded surface paint at a accessible spaces shall be repainted.

(1) Time Frame — 1 year

3. Rear Exterior Ramp

- a. A handrail on one side of the ramp shall be installed in accordance with ADAAG 4.8.5. Also a 12 inch handrail extensions shall be added to the existing handrail in accordance with ADAAG 4.8.5.

(1) Time Frame — 2 years

4. Front Exterior Ramp

- a. Pipe handrails on brackets shall be added on both sides of the ramp runs at 34 to 38 inches high above the ramp surface and the ends shall be extended 12 inches in accordance with ADAAG 4.8.5.

(1) Time Frame — 2 years

5. Interior Ramp

- a. Handrails shall be added to the walls on both side of the ramp in accordance with ADAAG 4.8.5.

(1) Time Frame — 2 years

6. Toilet Rooms

a. An alternate stall design shall be installed in accordance with ADAAG 4.17.3.

(1) Time Frame — 2 years

b. The stall partitions shall be replaced with partitions so that the stall will measure 39½ inches wide by 60 inches deep.

(1) Time Frame — 2 years

c. One urinal shall be lowered so that the rim height be at a maximum of 17 inches. The flush control must be at a maximum 44 inches height or an automatic flush shall be installed.

(1) Time Frame — 2 years

d. The grab bars at the women's toilet stall shall be replaced with grab bars 36 inches long on the rear wall and 42 inches long on the partition side.

(1) Time Frame — 2 years

F. Coliseo Mario Quijote Morales

1. Toilet Rooms

a. Wall signs adjacent to the toilet rooms shall be installed in accordance with ADAAG 4.13.12. Doors shall open into the rooms.

(1) Time Frame — 2 years

b. The grab bars in the 2 newly accessible toilet stalls shall be replaced with a 36 inches long bar in the rear and a 42 inches long bar on the side in accordance with ADAAG 4.17.6 and 4.26.

(1) Time Frame — 2 years

c. Toilet stall doors marked with accessibility symbols shall be

installed, together with lever hardware.

(1) Time Frame — 2 years

d. Lever handles shall be installed on the faucets in accessible lavatories in both toilet rooms.

(1) Time Frame — 2 years

G. Yolanda Guerrero Activity Center

1. Route from Public Sidewalk

a. A section of the fence between the vehicular gates to the parking levels shall be replaced with a gate opening and fence to access the lower parking level. The walkway leading to the bottom of the large exterior ramp connecting the 2 parking levels shall be modified with curb ramps where necessary in accordance with ADAAG 4.1.2 (1) and (2), 4.3.2 and 4.5.

(1) Time Frame — 2 years

2. Parking Spaces

a. The accessible parking spaces on the steep sloped upper level shall be eliminated, reconfiguring in the same breadth the parking spaces in the area closest to the bottom of the large ramp so as to provide 6 accessible parking spaces, including one van-accessible space in accordance with ADAAG 4.1.2 (5) and 4.6.

(1) Time Frame — 2 years

b. Curb ramps shall be included in accordance with ADAAG 4.7 and modifications to the walkway on the adjacent landscaped island shall be carried out accordingly.

(1) Time Frame — 2 years

c. The edge of the upper level parking lot at the top of the large exterior ramp system shall be modified in order to extend the ramp and handrails (another ramp run) to the paved plaza in front of the main building in accordance with ADAAG 4.8.

3. Curb Ramps
  - a. All on-site curb ramps shall be reconstructed and modified in accordance with ADAAG 4.7.
    - (1) Time Frame — 2 years
4. Handrail Extensions
  - a. Twelve-inch handrail extensions at the tops and bottoms of all ramp handrails shall be installed where missing in accordance with ADAAG 4.8.5.
    - (1) Time Frame — 2 years
5. Stage Ramp
  - a. A two-way ramp 18 feet long, with intermediate landing shall be constructed at the left end of the stage near the passage to the toilet rooms in accordance with ADAAG 4.8.
    - (1) Time Frame — 2 years
6. Toilet Rooms
  - a. New directional signs shall be installed on the banquet room wall. Toilet room signs shall be installed adjacent to the toilet room doors in accordance with ADAAG 4.30.
    - (1) Time Frame — 2 years
  - b. The side partitions at the women's toilet room shall be replaced with partitions 66 inches deep and the doors shall be reinstalled.
    - (1) Time Frame — 2 years
  - c. The side grab bars at both accessible stalls shall be replaced with 42 inch long bars and 36 inch long bars shall be installed on the rear walls. The tissue dispensers shall be lowered in accordance with ADAAG 4.17.
    - (1) Time Frame — 2 years

III. PROGRAMMATIC ACTIONS TO BE UNDERTAKEN BY THE MUNICIPALITY OF GUAYNABO

A. 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:

1. Accessibility of Parks & Recreational Facilities and Services:

- a. 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.

(1) Time Frame — 6 months

2. Event Notification:

- a. 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.

(1) Time Frame — 2 months

3. Event Seating Notification:

- a. 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.

(1) Time Frame — 2 months

4. Alternative Formats of City Materials:

- a. 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.

(1) Time Frame — 2 months

5. Employment Notices:

- a. 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.

(1) Time Frame — In progress

6. Grievance Procedures:

- a. 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.

(1) Time Frame — 4 months

7. Designation of ADA Coordinator:

- a. 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 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.

(1) Time Frame — done

B. Maintenance of Accessible Features:

1. 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.

a. Time Frame — In progress

C. 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:

1. TTY Telephone Service:
  - a. 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.
    - (1) Time Frame — 1 month
2. Sign Language Interpretation:
  - a. The City shall establish procedures providing for the prompt procurement of qualified interpreting services, upon request, at the City's expense.
    - (1) Time Frame — In progress
3. Auxiliary Aids & Services:
  - a. 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.
    - (1) Time Frame — 3 months
4. Fixed Assistive Listening System in Public Meeting Room:
  - a. 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.

(1) Time Frame — 3 months

5. Signs & Notices:

- a. 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.

(1) Time Frame — 3 months

6. Closed Captioning Television Decoders:

- a. 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.

(1) Time Frame — 3 months

7. Portable Assistive Listening Equipment:

- a. 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.

(1) Time Frame — 6 months

8. Closed Captioning of Televised City Commission Meetings:

- a. 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 committee effective constitution, it 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.

(1) Time Frame — In progress

9. Advanced Ticketing & Seating for City Sponsored Events:

- a. 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.

(1) Time Frame — In progress

IV. ENFORCEMENT PROVISIONS

A. Retention of Jurisdiction.

1. This Consent Decree shall remain in effect for two (2) 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. The plaintiffs shall have thirty (30) days for revision of the work performed by the Municipality since the latter informing the former of its completion. If no exception is taken to the work within that time frame, it should be deemed fully satisfactory and in compliance with the consent decree.

B. Injunctive Relief.

1. 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.

C. Waiver.

1. 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.

V. RIGHT OF INSPECTION:

A. Plaintiffs' Inspections

1. Plaintiffs may elect at their own expense to have a qualified expert on ADA accessibility standards inspect the work required hereby at the end of the period agreed hereby for each task 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.

B. Retention of Records:

1. 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.

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

A. Attorneys Fees

1. Plaintiffs shall be paid an amount of **FIFTY THOUSAND DOLLARS** (\$50,000) on account of attorneys fees sixty (60) days upon the approval thereof by the Guaynabo Municipal Assembly. Said approval shall be sought not later than the end of July 2006.

B. Expert Fees

1. Defendants agree to pay to the plaintiffs on account of expert fees, on the same terms payment that the attorneys fees shall be made, the sum of **NINETEEN THOUSAND THREE HUNDRED EIGHT DOLLARS AND SEVENTY CENTS** (\$19,308.70).

2. An additional amount claimed by Plaintiffs on account of expert fees totalling **EIGHT THOUSANDS FIVE HUNDRED DOLLARS** (\$8,500) is being disputed by the defendants on different grounds. In this respect, the parties have agreed that Plaintiffs shall have thirty (30) days from the execution thereof to brief and substantiate to the Court their entitlement to such additional expert fees. If they do not do it in that term the entitlement to such fees shall be deemed waived. Otherwise, the Defendants shall have thirty (30) days to respond to Plaintiffs' brief and the matter shall be considered submitted to the Court for resolution.

#### VII. RELEASE OF CLAIMS

- A. Plaintiffs hereby release defendant from claims pursuant to Title 11 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.
- B. 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.
- C. 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.

#### VIII. NON-RETALIATION

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

#### IX. MODIFICATION

- A. 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