

EXHIBIT A TO SETTLEMENT AGREEMENT

MEMORANDUM OF UNDERSTANDING

Plaintiffs California Foundation for Independent Living Centers and Ruthee Goldkorn (“Plaintiffs”) and Defendant County of Sacramento (“County”) (hereinafter “Parties”) memorialize the following agreements with respect to any Terminal Building or Concourse Building at the Sacramento International Airport (“Airport”).

I. AGREEMENTS REGARDING ARCHITECTURAL MODIFICATIONS AND MAINTENANCE OF ACCESSIBLE FEATURES IN TERMINAL AND CONCOURSE B

Through numerous inspections, both separately and jointly, the Parties have negotiated the following agreements to the satisfaction of both parties with respect to the architectural modifications that will and will not be made to Terminal and/or Concourse B of the Airport, as a means of settling the dispute between them.

The Parties acknowledge that these agreements reflect their desire to resolve the items enumerated below without additional litigation. Neither of the Parties in any way acknowledges any fault or liability to any of the other Parties, and the agreements contained in this Exhibit shall not in any way be construed as an admission of any fault or liability on the part of any of the Parties hereto. Furthermore, the Parties do not intend for any modifications or lack thereof to be an admission or denial of liability or non-compliance with the relevant and applicable accessibility requirements and regulations.

A. Ticketing Counters (Pre-Security)

Defendant agrees to place an International Symbol of Access (“ISA”) at each lowered ticketing counter in each bank of ticketing counters located in the area prior to security screening, in Concourse B.

B. Restrooms

1. Slope and Drain Issue in Restrooms

Defendant agrees to put a metal plate over drain to minimize slope in restrooms TB3305, TB3303 and TB2175 to comply with applicable disability access laws.

2. Door Locking and Self-Closing Mechanisms on Restroom Doors

Defendant agrees to fix the locks in Restroom TB 3313 and the self-closing mechanisms on doors in Restrooms TB3392, TB3305, TB3302, TB2174, TB2194, and TB1192 to comply with applicable disability laws. Defendant will continue its practice of regular inspection and maintenance to comply with applicable disability laws.

3. Toilet Mounts in Restrooms

Defendant agrees to place an accessible toilet mount in Restroom 3305 to comply with applicable disability access laws.

4. Accessible Door in Restroom

Defendant agrees to fix the accessible toilet compartment in Restroom CB2471 such that the required strike side clearance has a depth of 60 inches, to comply with disability access laws.

C. Seating

1. Fixed Seating

Defendant agrees to modify the current accessible seating at applicable gate areas by arranging the accessible seating in a manner that provides the required paths of travel, to comply with applicable disability access laws. The parties have worked together to determine a plan regarding the arrangement of accessible seating at those gates.

2. Non-fixed Tables

Defendant agrees to provide accessible non-fixed tables to comply with applicable disability access laws throughout Terminal and Concourse B, including pre-security, post-security, and dining areas.

D. Loading Zones

Defendant agrees to revise loading zone signage to include the required California Building Code language to comply with applicable disability access laws.

E. Baggage Claim Level

1. Baggage Claim Office Doorways

Defendant agrees to remove the folding door stops in all baggage claim office doorways to comply with applicable disability access laws.

2. Super Shuttle Counter and Airport Taxi Counter

Defendant agrees to provide a lowered section of the counters at the Super Shuttle counter and Airport Taxi counter to comply with applicable disability access laws.

F. Aquafina Vending Machine

Defendant agrees to lower the card reader on the vending machine to comply with applicable disability access laws.

G. Concessioners

1. Sacramento Bee News

Defendant agrees to place accessible tables to ensure compliance with applicable disability access laws at this concessioner.

2. Starbucks

Defendant agrees to place accessible tables to comply with applicable disability access laws at this concessioner.

3. Vino Volo

Defendant agrees to place accessible tables at this concessioner to comply with applicable disability access laws.

4. Esquire Grill

Defendant agrees to place accessible tables at this concessioner to comply with applicable disability access laws.

H. Policies to Maintain Accessible Features

1. Fascia Plates Under Sinks in Restrooms

Plaintiffs alleged that fascia plates under sinks in Restrooms TB3395, TB3313, TB3392, TB3303, and TB3302 were missing during expert inspection. Defendants maintain that fascia plates are removed from the restroom sinks only during maintenance. While Plaintiffs agree that fascia plates may be removed for short-term maintenance, Defendant commits to ensuring that fascia plates are in place at all other times.

2. Toilet Paper Mounting in Restrooms through Terminal B

The Parties agree that only one of the toilet paper rolls in the dispenser is located at the height required to comply with applicable disability access laws. Defendant asserts that it maintains a policy for the restrooms to be checked for restocking of toilet paper every hour. In lieu of modifying all toilet paper dispensers throughout Terminal B, the Parties agree that Defendant shall maintain or continue to maintain a policy for re-stocking of toilet paper to ensure that the accessible dispenser will be restocked when necessary.

3. Door Force for Restroom Doors

Defendant asserts that it maintains a policy for all fire-rated restroom doors to be adjusted quarterly to the lowest possible tolerance for fire-rated doors. The Parties agree that Defendant shall maintain or continue to maintain a policy of quarterly inspections and adjustments to ensure that the door force remains at the lowest possible tolerance for fire-rated doors.

II. REMAINING ALLEGATIONS OF ARCHITECTURAL BARRIERS

In addition to the modifications noted above, Plaintiffs made additional allegations regarding architectural accessibility in Concourse and Terminal B. The Parties agree that for the purposes of settlement, Plaintiffs will not pursue, Plaintiffs will dismiss with prejudice, and Defendant will not modify, the following issues. Defendant maintains that it is in compliance with all applicable disability access laws regarding these issues. Plaintiffs maintain that Defendant is not in compliance with all applicable disability access laws regarding these issues. However, for purposes of settlement, these issues are not being pursued in this Litigation.

- A. Mirror in Restroom in CB2473**
- B. Payphone/Courtesy Phones Throughout Concourse and Terminal B**
- C. Baby-Changing Tables Throughout Concourse and Terminal B**
- D. Eating Counters at Vino Volo and Esquire Grill**
- E. Baggage Claim Counters**
- F. Erwin Pearl Counters**
- G. Automated People Mover (both clearances within the APM and platform alignment of the APM).**
- H. Height of Paper Towel Dispensers in Restrooms Throughout Concourse and Terminal B**
- I. Number of Accessible Parking Spots**
- J. Striping for Van-Accessible Parking**

Additionally, Plaintiffs have reached settlement with both SSP America, Inc. and Paradies regarding allegations pertaining to the following locations: (SSP) Dos Coyotes, Peet's Coffee, Cafeteria 15L, Jack's Urban Eats, Gateway Bar, and Camden Old Soul, as well as (Paradies) CNBC News, Brighton Collectibles, Healthy Living and CW31 Good Day Sacramento. As a result of these agreements, Plaintiffs agree that any allegations relating to those locations have been resolved to their satisfaction and Plaintiffs release Defendant from any claims related to SSP and Paradies locations.

III. MATTERS DECIDED THROUGH MOTIONS FOR SUMMARY JUDGMENT AND SUBSEQUENT NEGOTIATIONS.

The Parties represent and further agree that the following issues were judicially decided through Court order on cross- motions for summary judgment. After the Court's ruling on the cross-motions, the Parties negotiated the following remedial measures:

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A. Installation of Accessible Gate Counters Throughout Terminal B

Defendant agrees to install accessible counters on the side of each Gate Counter in Terminal B, measuring 18” x 36” x 28”. Defendant further agrees to place ISA signage on the surface of each accessible counter. Plaintiffs and their expert have reviewed and approved the accessible Gate Counter design, which is included as **Attachment 1** to this Exhibit.

B. Changes to Emergency Planning Throughout the Terminal and Concourse Buildings

1. Emergency Evacuation Plan Revisions

Defendant agrees to revise its Emergency Evacuation Plan for the Terminal and Concourse Buildings in accord with the Parties’ settlement negotiations. This will include agreed-upon revisions to the following documents and their attachments:

- Terminal/Automated People Mover Evacuation Plan
- Automated People Mover System Operations Rule Book
- Department Operations Center Manual
- Airport Operating Procedures - Customer Care and Comfort

Defendant has provided Plaintiffs’ Counsel with final revised versions of its Emergency Evacuation Plan documents, reflecting all agreed-upon changes. The Parties agree that though Defendant’s Emergency Evacuation Plan documents may be subject to additional revision in the future (to keep them consistent with best-practices, to incorporate lessons learned during exercises and actual emergencies, or for other reasons), Defendant will consider the evacuation-related needs of people with disabilities in all such revisions. Defendant will not, in any event, revert to versions of its Emergency Evacuation Plan documents that do not reflect the Parties’ agreed-upon revisions.

Defendant will provide Plaintiffs’ counsel with a report on the disability-related aspects of at least one evacuation training exercise conducted during the Oversight Period, including feedback from involved members of the local disability community, if any. Plaintiffs will provide feedback, if any, within two weeks of receiving this report. Defendant will work in good faith to incorporate any such feedback into future exercises and updated Emergency Evacuation Plan documents, where Defendant determines is appropriate and feasible.

2. Purchase and Installation of Additional Evacuation Chairs

Defendant agrees to purchase six (6) additional Stryker Stair Chairs for emergency evacuation: one (1) chair to be placed in Terminal B and five (5) chairs to be placed in the Concourse. Defendant agrees to purchase and install these additional Stryker Stair Chairs by no later than 180 days after execution of the Settlement Agreement and General Release.

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3. Trainings in ADA Evacuation Assistance

Defendant agrees that training in ADA evacuation assistance will be provided to all Airport Operations Staff, as well as contractor staff (e.g., AirServ) in the Airport who volunteer to participate in such training. The County will allow staff or contractors to participate in such trainings as a part of their normal paid job duties. Such training will be conducted every six months by qualified personnel, and shall consist of the following:

- a. Training in how to identify persons with disabilities and access or functional needs who may need evacuation assistance.
- b. Training in how to communicate with persons with disabilities and access or functional needs.
- c. A presentation regarding evacuation route alternatives and evacuation techniques, which shall include familiarization with alternative building egress routes and hands-on training on using an evacuation stair chair;
- d. Participation in training exercises at the Airport, when they occur.

Defendant agrees that the first such training will occur no later than 210 days following the Effective Date of this Settlement Agreement. Additionally, within 30 days of completion of the above referenced training for Airport Operations Staff and Contractor staff, Defendant agrees to provide certification of completion of the training to Plaintiffs' counsel. Additionally, within 30 days after any training conducted during the Oversight Period, Defendant will inform Plaintiffs' counsel of the number of Airport Operations Staff and Contractor staff members who attended the training.

Defendant agrees to provide Plaintiffs' counsel with drafts of any materials to be used in the above-described trainings (including any outreach materials informing staff or contractors of the availability of these trainings, and their ability to attend as part of their normal compensated job duties) by no later than 180 days following the Effective Date of this Settlement Agreement. Defendant will work in good faith to incorporate any feedback from Plaintiffs' counsel into the training materials, where Defendant determines is appropriate and feasible.

4. Installation of Emergency-Related Signage and Changes to Emergency-Related Announcements

Defendant agrees to revise its scripted emergency announcements as detailed in the Parties' July 12, 2016 and August 22, 2016 correspondence (incorporated herein by reference). These revised announcements will be included as an attachment to the Airport's Terminal/Automated People Mover Evacuation Plan.

Defendant agrees to install signage in Terminal B indicating the location of all emergency evacuation chairs. In addition, Defendant will update Terminal maps to indicate the

location of all evacuation stair chairs in Terminal B. Such signage and maps will be installed no later than 180 days after execution of the Settlement Agreement and General Release.

IV. IMPLEMENTATION DEADLINE AND COMPLIANCE REVIEW

Defendant agrees to have make all agreed-upon architectural modifications described in this Exhibit within 270 days of the Effective Date of Parties' Settlement Agreement ("Implementation Deadlines").

Plaintiffs will monitor compliance with this Exhibit as described in Section V of the Parties' Settlement Agreement, and any Disputes regarding implementation shall be resolved as set forth in Section VI of that Agreement.

FOR PLAINTIFFS:

CALIFORNIA FOUNDATION FOR
INDEPENDENT LIVING CENTERS

Dated: Feb. 14, 2019


Executive Director

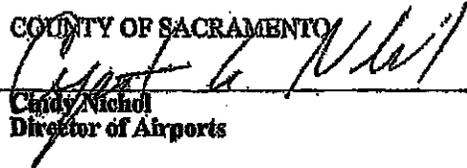
Dated: Jan 28, 2019


Ruthes Goldkorn

FOR DEFENDANT:

COUNTY OF SACRAMENTO

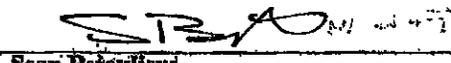
Dated: Jan 24, 2019


Cindy Nichol
Director of Airports

APPROVED AS TO FORM

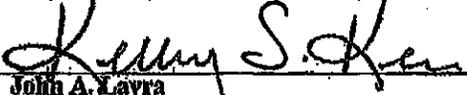
DISABILITY RIGHTS ADVOCATES

Dated: Feb 14, 2019


Sean Betouliere
Attorneys for Plaintiffs

LONGHEAR, O'DEA & LAVRA, LLP

Dated: Jan. 28, 2019


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