

EXHIBIT C

I. DISABLED ACCESS STANDARDS

The parties agree that the following federal and state disabled access construction standards (hereafter referred to as “Disabled Access Standards”) shall be applied to the BRIP and performance of the Work (as defined by Section II(B)(2) of the Consent Decree and Order):

A. Federal and State standards

Section 35.151 of Title 28 of the Code of Federal Regulations as it incorporates the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (“ADAAG”) sets forth the federal standards for the design, construction, or alteration of the items which are the subject of this Consent Decree and Order (“Federal Standards”).

Division II of the 2007 California Building Code (“CBC”) (California Code of Regulations Title 24, Part 2 in Volume 1 of 2) sets forth, primarily in section 11B, the State standards for the design, construction, or alteration of the items which are the subject of this Consent Decree and Order (“State Standards”).

The Town shall perform the Work in strict compliance with the Federal Standards and State Standards except as permitted hereunder.

B. Technical Infeasibility

In the event that compliance with the Disabled Access Standards is technically infeasible, as this term is defined by ADAAG Section 4.1.6(1)(j) or as it may be modified, revised or replaced, the following shall apply:

1) Maximum Extent Feasible

The Town shall comply with the Federal Standards and State Standards to the maximum extent feasible:

2) Technical Infeasibility procedures

a) When Technically Infeasible determination is made within the BRIP, the following shall apply:

If the BRIP states that compliance is technically infeasible, then the Town shall document in the BRIP the reasons why the standard(s) cannot be met and how accessibility will be provided (or is currently being provided) to the maximum extent feasible. In accordance with the terms of Section (II)(B)(3) the Town shall provide Plaintiff’s counsel the opportunity to provide comments to the Town on whether compliance is technically feasible or infeasible and, if infeasible, how accessibility can be provided to the maximum extent feasible, prior to the Town’s final determination of technical feasibility or infeasibility. Town shall provide Plaintiff’s counsel written notice of its proposed determinations for those items on which Plaintiff’s counsel provided comments and the date and time of the Town Council meeting at

which the BRIP will be considered for final approval at least two (2) weeks in advance of the date of the meeting. If Plaintiff does not agree with the Town Council's final approval of item[s] that are determined to be "technically infeasible", Plaintiff may exercise its court enforcement rights under the Consent Decree and Order.

b) When Technically Infeasible determination is not made within the BRIP but is made during the design stage of the Work, the following shall apply:

If the BRIP does not state that compliance is technically infeasible but during the design the Town believes that compliance is technically infeasible, the Town shall document the reasons why the standard(s) cannot be met and how accessibility will be provided (or is currently being provided) to the maximum extent feasible. Notice and documentation under this paragraph shall be provided to the Plaintiff's counsel by personal delivery or United States certified mail, postage prepaid, return receipt requested. The Plaintiff's counsel shall have thirty (30) calendar days from the date notice is effective to provide comments to the Town on whether compliance is technically feasible or infeasible and, if infeasible, how accessibility can be provided to the maximum extent feasible. Notice shall be deemed effective on the date personally served, or, if mailed, three (3) business days from the date such notice is deposited in the United States mail. After the comment period has ended, the Town may make its determination of technical feasibility or technical infeasibility. For each item, the Town shall advise plaintiff's counsel in writing, as to the Town's determination within thirty (30) calendar days of making its determination. If Plaintiff does not agree with the Town's determination, Plaintiff may exercise its court enforcement rights under the Consent Decree and Order.

c) When Technically Infeasible determination is not made within the BRIP or during the design stage but is made during the construction of the Work, the following shall apply:

If neither the BRIP nor the design make the determination that compliance is technically infeasible but the Town believes during the construction phase that compliance is technically infeasible, then the Town shall document the reasons why the standard(s) cannot be met and how accessibility will be provided (or is currently being provided) to the maximum extent feasible. For each item, the Town shall advise Plaintiff's counsel, in writing, as to the Town's determination and provide Plaintiff's counsel the aforesaid documentation, within thirty (30) calendar days of this determination. However, the Town may commence or continue (if already commenced) construction at any time before or after such documentation is provided. If Plaintiff does not agree with the Town's determination, Plaintiff may exercise its court enforcement rights under the Consent Decree and Order.

d) Feasibility Study

If it believes that compliance may be technically infeasible, the Town may perform a feasibility study to select an option that it believes is feasible to the maximum extent, safe, and usable. The Town shall provide Plaintiff's Counsel the feasibility study by personal delivery or United States certified mail, postage prepaid, return receipt requested. Notice shall be deemed effective on the date personally served, or, if mailed, three (3) business days from the date such notice is deposited in the United States mail. Plaintiff's Counsel shall be afforded at least sixty (60) calendar days from the date notice is effective to provide comments on the feasibility study to

the Town on whether compliance is technically feasible or infeasible and, if infeasible, how accessibility can be provided to the maximum extent feasible, prior to the Town's final determination of technical feasibility or infeasibility. Town shall provide Plaintiff's counsel written notice of its proposed determinations for the feasibility study on which Plaintiff provided comments and the date and time of the Town Council meeting at which the feasibility study will be considered for final approval at least two (2) weeks in advance of the meeting at which the feasibility study will be considered for final approval. Thereafter, the feasibility study may be submitted to the Town Council for final approval. If Plaintiff does not agree with the Town Council's final approval, Plaintiff may exercise its court enforcement rights under this Consent Decree and Order.

II. FURTHER STIPULATIONS

The Work set forth by the BRIP shall be subject to the following stipulations of the parties:

A. Change of Disabled Access Standards

The parties stipulate that as of the date of entry of this Consent Decree and Order the Disabled Access Standards are the Federal Standards and State Standards identified above. In the event that the ADAAG or CBC is revised or replaced by successor federal or state construction standards and are made binding upon the Town by the Project Date, the Work shall comply with those standards binding upon the Town as of the Project Date, and nothing in the Consent Decree and Order shall constrain the Town from acting in compliance with such federal or state construction standards that do not exist at the time of this Consent Decree and Order but which are adopted and made binding upon the Town as of the Project Date.

"Project Date" means one of the following, whichever is applicable: 1) the date that the publicly bid project is awarded by the Town; 2) the date of the construction contract if the project is not publicly bid; or 3) the date of commencement of the work if the work is being performed by Town forces.

B. Private Property

Nothing in the BRIP or under this Consent Decree and Order shall require the Town to enter onto, or perform any construction, alterations, or improvements upon, any property owned by a private party or other public entity (with the exception of a subsidiary district to the Town), nor shall this Consent Decree and Order require the Town to commence condemnation proceedings, or acquire through condemnation or by any other means, property owned by a private party or other public entity (with the exception of a subsidiary district to the Town).

The parties agree that only locations (excluding driveways that serve four (4) or fewer residential units per driveway) within the public right-of-way or on Town property (including property owned by a subsidiary district to the Town) shall be included within the modifications, alterations, improvements or new construction included within the BRIP.

C. Conflict of federal and state laws

In the event that there is a conflict between applicable standards under the ADAAG and CBC, the most restrictive standard shall be required and applied, i.e., the standard that provides the greatest degree of accessibility for the particular item.