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9

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SANTA CRUZ**

13 **THE PEOPLE OF THE STATE OF**  
**CALIFORNIA, EX REL. BILL LOCKYER,**  
14 **Attorney General of the State of California,**

15 **Petitioner/Plaintiff,**

16 **v.**

17 **COUNTY OF SANTA CRUZ; GAIL PELLERIN**  
**in her Official Capacity as County Clerk and**  
18 **Registrar of Voters of the County of Santa Cruz,**  
19 **and DOES 1 through 10, inclusive,**

20 **Respondents/Defendants.**

CASE NO. CV 152681

**ENFORCEABLE SETTLEMENT**  
**AGREEMENT AND**  
**STIPULATION; ORDER**

21 **GENERAL PROVISIONS**

22 1. In this action, the People of the State of California, ex rel. Bill Lockyer, Attorney  
23 General of the State of California ("Attorney General") filed a Petition for Writ of Mandate and  
24 Complaint for Injunctive Relief ("Petition") against the County of Santa Cruz and Gail Pellerin,  
25 in her official capacity as County Clerk and Registrar of Voters (hereafter collectively referred to  
26 as "Santa Cruz County" or "County") to compel them to comply with state and federal  
27 architectural accessibility standards that the Attorney General contends apply to polling places  
28 during federal, state and local elections.

**FILED**

APR 16 2007

ALEX CALVO, CLERK  
BY JUDI CLARK  
DEPUTY, SANTA CRUZ COUNTY

1           2.       Although Santa Cruz County denies all allegations in the petition, the parties wish  
2 to resolve their differences expeditiously, and without the burden, expense, and delay of further  
3 litigation. Therefore, they have entered into this Enforceable Settlement Agreement (hereafter  
4 "Agreement").

5           3.       On October 17, 2005, the Attorney General filed this action against the County in  
6 Santa Cruz County Superior Court. The first cause of action is a petition for writ of mandate  
7 pursuant to California Code of Civil Procedure section 1085 to redress the County's alleged  
8 failure to comply with California Elections Code section 12280. The second cause of action  
9 seeks injunctive relief for the County's alleged violation of Title II of the federal Americans with  
10 Disabilities Act ("ADA"), United States Code, title 42, section 12131 et seq., and the regulations  
11 promulgated thereunder. On November 15, 2005, the County removed both causes of action to  
12 the United States District Court for the Northern District of California, Case Number 05 CV  
13 04708 RMW (hereafter "the federal action"). On February 21, 2006, the federal court granted  
14 the Attorney General's motion to remand the first cause of action to Santa Cruz County Superior  
15 Court. This Agreement will resolve both the federal and state actions. Plaintiff will dismiss the  
16 federal action within thirty (30) days of the date that all parties execute this Agreement and the  
17 Court signs the order attached to this Agreement. Santa Cruz County agrees that the Santa Cruz  
18 County Superior Court of the State of California has subject matter jurisdiction for purposes of  
19 enforcing the terms and conditions of this Agreement.

20           4.       Santa Cruz County denies each and every allegation of the Petition that was filed  
21 in this case on October 17, 2005. For purposes of this Agreement, nothing herein will be  
22 construed as an acknowledgment, admission, or evidence of liability by Santa Cruz County of  
23 any violation of law or of any issue of law or fact, including but not limited to the ADA and  
24 California Elections Code section 12280.

25           5.       The Attorney General and Santa Cruz County stipulate and agree that this  
26 Agreement will remain in effect until March 31, 2011, unless such period of time is shortened or  
27 extended to cover subsequent elections by stipulation of the parties or by order of this Court for  
28 good cause shown. Although this is not a stipulated judgment, the parties jointly stipulate and

1 request that the Court retain jurisdiction over this case and over the parties personally until final  
2 performance of the terms and obligations of this Agreement pursuant to California Code of Civil  
3 Procedure section 664.6. For this purpose, the parties jointly stipulate and request that any  
4 applicable statute, rule, or court order affecting timely prosecution of this action, including the  
5 five-year dismissal statute set forth in Code of Civil Procedure section 583.310, will be tolled.

6 6. The Attorney General and Santa Cruz County may jointly agree in writing to  
7 make changes, modifications, and amendments to this Agreement.

8 7. This Agreement will constitute the entire integrated agreement of the parties. No  
9 prior draft or prior or contemporaneous communications, oral or written, will be relevant or  
10 admissible for purposes of determining the meaning of any provisions herein in any litigation or  
11 any other proceeding.

12 8. This Agreement is binding upon the parties hereto and by and through their  
13 officials, agents, employees, and successors. This Agreement is enforceable only by the parties.  
14 No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement  
15 for purposes of any civil, criminal, or administrative action. Accordingly, no person or entity  
16 may assert any claim or rights as a beneficiary or protected class under this Agreement.

17 9. Nothing in this Agreement will be construed to limit the powers vested in the  
18 Attorney General to independently evaluate the County's compliance with the terms of this  
19 Agreement; however, during the term of this Agreement, the Attorney General will not file any  
20 new lawsuit against the County concerning state or federal laws and regulations regarding the  
21 architectural accessibility standards that apply to polling places. Any proceeding or motion  
22 initiated to enforce this Agreement or to extend the period of time that this Agreement is to  
23 remain in effect will not be considered the filing of a new lawsuit for purposes of this paragraph.

#### 24 DEFINITIONS

25 For purposes of this Agreement, the terms set forth herein shall have the meanings therein  
26 described below.

27 10. The terms "polling place(s)" and "polling site(s)" will mean the locations  
28 designated by the County for voting during federal, state, and local elections.

1           11.    The term "Inspector" will mean those persons whom the County has designated to  
2 serve as the persons in charge of overseeing the operations of each polling site and/or precinct.

3           12.    The term "Rover" will mean those persons whom the County has designated to  
4 serve as the persons in charge of oversight of the operations of several polling sites in different  
5 precincts.

6           13.    The term "Consultant" will mean the person whom the parties jointly stipulate and  
7 agree to oversee the performance of the conditions and obligations as set forth in this Agreement.  
8 The Attorney General and the County stipulate and agree that Jonathan Adler of Access  
9 Compliance Services will serve in the capacity of the Consultant. Any and all prior  
10 communications that Mr. Adler had with the Attorney General's Office concerning the  
11 investigation and litigation of this matter will remain confidential. If at any time Mr. Adler can  
12 no longer serve in this capacity, then the parties will jointly select a new Consultant who has  
13 sufficient expertise in the state and federal disabled access laws, regulations, and guidelines that  
14 apply to this Agreement. If the parties cannot agree upon a proposed new Consultant, then each  
15 party will submit to the Court an application for an order appointing a new Consultant. The  
16 application may include the name and qualifications of each party's proposed new Consultant  
17 and any opposition to the other party's nomination. The parties herein agree that only those  
18 persons who have sufficient expertise in the state and federal disabled access laws, regulations,  
19 and guidelines that apply to this Agreement will be nominated as a new Consultant. The Court  
20 may select and appoint as the new Consultant one of the two persons nominated by the parties or  
21 a person of its own choice to fulfill the duties set forth in this Agreement.

22           14.    The term "survey" will mean the inspection of Santa Cruz County's polling places  
23 by the Consultant and the Consultant's employees, agents, and contractors. In conducting the  
24 surveys required by this Agreement, the Consultant will use the Checklist as defined below in  
25 paragraph 15.

26           15.    The term "Checklist" will mean a survey instrument that will be used by the  
27 Consultant to collect data and evaluate whether the County's polling places are accessible. The  
28 Checklist that the Consultant will use for the surveys of the polling sites under this Agreement is

1 the form that is attached hereto as Exhibit A. If the United States Department of Justice (US  
2 DOJ) or the California Secretary of State revise their respective checklists or guidelines  
3 referenced in paragraph 17 for a particular election covered by this Agreement, the Consultant  
4 will make appropriate changes to the Checklist for the Consultant's survey of polling sites during  
5 that election so that the Checklist comports with the US DOJ's and the California Secretary of  
6 State's checklists or guidelines. In addition, the Checklist can be changed upon mutual  
7 agreement by the parties or pursuant to a court order.

8 16. The terms "temporary measure" or "temporary mitigation measure" will mean  
9 temporary modifications to a polling place that are implemented to remove barriers to  
10 accessibility for voters with disabilities. Some examples of temporary measures include, but are  
11 not limited to, portable ramps with edge protection and handrails where necessary, accessible  
12 parking spaces marked off by traffic cones or other means, door threshold ramps, temporary signs  
13 indicating an alternate accessible entrance or path of travel to the poll, propping open a door, and  
14 grate covers. A temporary measure for purposes of this Agreement will not include absentee  
15 ballots or curbside voting.

16 17. The terms "accessible" and "accessibility," when used to describe a polling place  
17 will mean that the polling place meets the standards for accessibility as set forth in the US DOJ  
18 ADA Checklist for Polling Places (February 2004) which incorporates specific provisions of the  
19 ADA Accessibility Guidelines (ADAAG) codified at 28 C.F.R. Pt. 36, App A and the Secretary  
20 of State's Accessibility Guidelines including the California Secretary of State's Polling Place  
21 Accessibility Checklist (Updated 8/11/04, Supplemented 03/17/06) and any revised version of  
22 those checklists or guidelines that may be issued by the US DOJ or the California Secretary of  
23 State. The terms "accessible" and "accessibility" will also include any conditions that are only a  
24 de minimis departure from the standards for accessibility set forth above.

25 18. The terms "substantial compliance" or "substantially compliant" will mean that  
26 each of the County's polling places are accessible as defined in paragraph 17. To the extent that  
27 a polling site is not accessible as that term is defined in paragraph 17, substantial compliance  
28 with respect to that site will be met nonetheless if the County, pursuant to paragraph 20(b) below,

1 has used its best efforts and documented those efforts to select a site that is more accessible  
2 through the use of temporary measures or otherwise and the County has requested that the  
3 California Secretary of State make a determination, based upon substantial evidence provided by  
4 the County, that no more accessible potential polling place is present within that precinct. Prior  
5 to submitting a request to the Secretary of State regarding a determination that no accessible  
6 polling site is available in a polling precinct, the County will follow the procedures set forth in  
7 paragraph 20(b) below.

### 8 DUTIES AND RESPONSIBILITIES

9 19. The County will ensure that all of its polling sites are in substantial compliance as  
10 that term is defined in paragraph 18 of this Agreement within the following timetable: (a) 55% of  
11 the County's polling sites will be in substantial compliance by the 2008 California Primary  
12 Election; (b) 70% of the County's polling sites will be in substantial compliance by the 2008  
13 California General Election; (c) 90% of the County's polling sites will be in substantial  
14 compliance by the 2010 California Primary Election; and, (d) 100% of the County's polling sites  
15 will be in substantial compliance by the November 2010 California General Election. With  
16 respect to subdivision (a) of this paragraph, if the state and federal 2008 California primaries are  
17 bifurcated, the County will satisfy its obligations under subdivision (a) of this paragraph during  
18 whichever primary election occurs second; however, if the second primary is an all-mail-in ballot  
19 election, then the County will satisfy its obligations in subdivision (a) of this paragraph during  
20 the first primary election. If the County has met its obligations for all of the polling sites under  
21 the terms of this Agreement at any time prior to November 2010 as determined by the Consultant  
22 and the Attorney General, then the County and the Attorney General may jointly agree, in  
23 writing, that all terms and conditions of this Agreement have been met and that the County has  
24 no further obligations under this Agreement.

25 20. In satisfying the duties set forth in paragraph 19 of this Agreement, the County  
26 will do the following:

27 (a) The County will implement all feasible temporary mitigation measures for those  
28 elements of its polling sites that are not accessible, but that can be made accessible through the

1 implementation of suitable temporary mitigation measures. If the County is unable to implement  
2 any particular temporary mitigation measure at a polling site or otherwise persuade the owner of  
3 the building to implement permanent mitigation measures, then the County will document all of  
4 its efforts in attempting to implement the temporary mitigation measure and/or the reasons that a  
5 particular mitigation measure is not possible for that polling site. In so doing, the County will  
6 give priority to implementing permanent and/or temporary mitigation measures at those polling  
7 places identified in Exhibit B hereto.

8 (b) The County will use its best efforts to select new accessible polling places for  
9 those polling places that cannot be made accessible with the implementation of temporary  
10 measures. In so doing, the County will give priority to replacing those polling places identified  
11 in Exhibit B hereto. In selecting new accessible polling sites, the County will implement the  
12 following procedures:

13 i. The County will implement an outreach program that includes the formation of an  
14 Accessible Voting Outreach Committee whose purpose is to involve members of the community  
15 in the selection and location of accessible polling places, to encourage members of the business  
16 community to offer their facilities for use as polling sites, and to encourage them to make  
17 accessibility modifications to their facilities so that they may be used as polling sites.

18 ii. For each precinct in which a polling place is not accessible and cannot be made  
19 accessible with the implementation of temporary measures, the County will first assess the total  
20 number of buildings within that precinct that may be appropriate to use as polling places. In  
21 making this determination, the County need not assess buildings that are excluded by the  
22 provisions of paragraph 20(b)(iii) below, or are otherwise buildings that are prohibited by law to  
23 be used as polling places. Once the County determines the total number of buildings that are  
24 appropriate for use as a polling place within that precinct, the County will further assess which  
25 of those buildings may be available to use as potential polling places. For purposes of this  
26 Agreement, with the exception of those buildings and facilities that are required by law to make  
27 their facilities available to the County as a polling place on election days, a potential polling  
28 place will be deemed unavailable for use as a polling place if the owner, manager, or other

1 authorized agent of the facility or building will not permit the County to use the facility or  
2 building as a polling place.

3       iii. Unless information readily available to the County and the Consultant indicates  
4 otherwise, it shall be presumed that the following buildings are not appropriate to replace an  
5 existing polling place: a) single family residential properties; b) multi-family residential  
6 properties that do not contain a separate community room space; and c) non-residential buildings  
7 constructed or last substantially modified prior to July 1, 1982.

8       iv. Upon identifying potential polling sites as described in paragraph 20(b)(ii) above,  
9 prior to each election covered by this Agreement, the County will survey a reasonable percentage  
10 of those buildings and facilities appropriate and available for use as a polling site in each precinct  
11 according to the requirements of the Checklist to determine if the facilities are accessible until  
12 the County has surveyed all appropriate and available buildings and facilities in that precinct.  
13 When selecting facilities to survey as potential polling places, the County will give priority to  
14 those facilities that are required by California and/or federal law to be made available to the  
15 County for voting during an election.

16       v. The County will document all efforts taken to locate an accessible polling place  
17 within a precinct that has a polling place that is not accessible and has been identified as having  
18 architectural barriers that cannot be mitigated through the implementation of temporary or  
19 permanent accessibility measures. If the County locates a new potential polling site that appears  
20 to meet all or most of the accessibility standards for state and federal polling sites, then the  
21 County will survey that site to confirm whether it is accessible or can be made accessible through  
22 the implementation of temporary accessibility measures. If the County cannot locate a polling  
23 place within a precinct that is more accessible than the existing polling place in that precinct,  
24 then the County will request that the California Secretary of State make a determination, based  
25 upon substantial evidence provided by the County, that no more accessible potential polling place  
26 is present within that precinct. If the County has complied with its obligations under this  
27 Agreement, and is unable, despite its best efforts, to locate a facility that is more accessible for  
28 use as a polling place than the existing polling place in that precinct, then the County may



1 continue to use the existing polling place until such time as the County finds a more accessible  
2 polling place. The County's obligation to locate more accessible polling places is continuing;  
3 however, once the County has complied with the procedures outlined in paragraph 20(a) through  
4 20(b) of this Agreement with respect to a specific polling site, the County's duty to locate a more  
5 accessible polling place for that site will be limited to conducting a reasonable inquiry to  
6 determine whether a more accessible site may be available due to new construction or the  
7 alteration of an existing building or facility since the last election or if an accessible but  
8 previously unavailable polling site has become available for use as a polling site on election day.

9 21. The Attorney General has previously identified approximately forty (40) polling  
10 sites listed in Exhibit C as having slopes in the path of travel from the street or sidewalk to the  
11 polling place that exceed the maximum slope of 8.3% and/or require handrails if the slope  
12 exceeds 5%. Commencing with the first California 2008 Primary Election, for these polling  
13 places listed in Exhibit C and any new polling places that may have slopes in the path of travel  
14 from the street or sidewalk to the polling place that exceed the maximum slope of 8.3% and/or  
15 require handrails if the slope exceeds 5%, the County will implement a procedure for offering  
16 transportation to voters with disabilities from the street or sidewalk to these polling places. This  
17 procedure will constitute a temporary mitigation measure for the slopes in the path of travel from  
18 the street or sidewalk to the polling place that exceed the maximum slope of 8.3% and/or require  
19 handrails if the slope exceeds 5%. Notwithstanding this procedure, the County will use its best  
20 efforts to assess these polling sites pursuant to paragraphs 20(a) through 20(b) above.

21 22. The County will ensure that it has a separate binder of information for each  
22 polling site concerning temporary mitigation measures that will be used at that polling place for  
23 each election. The binder will contain photographs showing the correct location, designation,  
24 and spacing of all temporary mitigation measures, including but not limited to cones and signage  
25 for disabled parking spaces, thresholds, mitigation related to path of travel, etc. The binder will  
26 also contain a document entitled "Standard Operating Procedure" for each polling place listing  
27 the specific accessibility mitigation measures that must be undertaken on election day. The  
28 binder will also contain a form that requires the poll worker to evaluate the temporary mitigation

1 measures in place at the polling site. The County will designate a poll worker at each polling site  
2 to complete the form at three separate times throughout the day (e.g., 9:00 a.m., 1:00 p.m., and  
3 5:00 p.m.). The purpose for having this form is to ensure that the temporary mitigation measures  
4 are maintained throughout Election Day. The County will begin compiling the binders  
5 immediately and will ensure that each of its polling sites has a binder as described herein by the  
6 November 2008 election.

7 23. Within thirty (30) days of executing this Agreement, the County will contract for  
8 the services of the Consultant. The County will pay all associated costs of the Consultant, not to  
9 exceed a total of seventy thousand dollars (\$70,000) per fiscal year that this Agreement is in  
10 effect. This seventy thousand dollar (\$70,000) sum includes the costs associated with the surveys  
11 that the Consultant will conduct during the elections covered by this Agreement. In allocating  
12 these funds for the Consultant's services, the County will take all appropriate steps to ensure that  
13 there are sufficient funds to cover the costs of the Consultant's surveys required under paragraphs  
14 27 and 28 and the preparation of the Consultant's reports required under paragraph 31 of this  
15 Agreement. If any funds are not utilized in any fiscal year covered by this Agreement, then they  
16 will be applied and added to the seventy thousand dollars (\$70,000) that the County will make  
17 available for the following fiscal year. Any funds paid by the County to fulfill its obligations  
18 with regard to the services of the Consultant that are incurred prior to June 30, 2007 will be  
19 included within the seventy thousand dollar (\$70,000) allotted expenditure for fiscal year July 1,  
20 2007 through June 30, 2008.

21 24. Within sixty (60) days of the execution of this Agreement, the County will  
22 ensure that the Consultant conducts a minimum full-day training on state and federal disabled  
23 access laws and regulations for the accessibility of polling places for those Santa Cruz County  
24 Elections Department personnel who are responsible for selecting polling sites and/or ensuring  
25 that the County's polling places are accessible. Thereafter, within 120 days prior to each election  
26 covered by the terms of this Agreement, the County will ensure that the Consultant conducts a  
27 minimum half-day training on state and federal disabled access laws and regulations for the  
28 accessibility of polling places and on any other issues involving accessibility for those Santa

1 Cruz County Elections Department personnel who are responsible for selecting polling sites  
2 and/or ensuring that the County's polling places are accessible. Within thirty (30) days prior to  
3 each election that occurs during the term of this Agreement, the County will ensure that the  
4 Consultant conducts a training on state and federal disabled access laws and regulations for the  
5 accessibility of polling places, including the rationale for those regulations, for all polling place  
6 Inspectors and Rovers and any other personnel or volunteers the County may deem appropriate.  
7 The County may create an electronic visual and audio recording of the training conducted by the  
8 Consultant and use that recording to train all Inspectors and Rovers who are unable to attend any  
9 in-person training with the Consultant. Prior to each election that occurs during the term of this  
10 Agreement, the County will ensure that each Inspector provide training to election day Clerks on  
11 the accessibility issues presented at their particular polling place.

12 25. Within thirty (30) days of the execution of this Agreement, Santa Cruz County  
13 will develop and submit to the Consultant, for the Consultant's review and written  
14 recommendations, a proposed plan and any necessary policies or procedures that the County will  
15 follow to carry out its obligations under this Agreement. The County will finalize the plan within  
16 thirty (30) days from the date that the County submits the plan to the Consultant, and within  
17 thirty (30) days of its finalization, the County will provide a copy of the plan and the  
18 Consultant's recommendations regarding the plan to the Attorney General.

19 26. The County will confer with the Consultant on the accessibility of its polling  
20 places and the methods necessary for the County to utilize in order to select more accessible  
21 sites.

22 27. The County will ensure that the Consultant surveys the sites used by the County as  
23 polling places during each of the four elections referenced in the timetable set forth in paragraph  
24 19 of this Agreement, evaluate the County's compliance with the provisions of the Agreement,  
25 and issue reports regarding the results of his or her surveys and evaluation. In conducting the  
26 surveys of the County's polling places during the elections covered under this Agreement, the  
27 Consultant will use the Checklist defined in paragraph 15.

28 28. The County will ensure that the Consultant's surveys of Santa Cruz County's

1 polling sites will be conducted as follows:

2 (a) With respect to the California Primary Election to be held in 2008, the  
3 Consultant will survey all polling sites designated in Exhibit D and any new polling sites  
4 designated by the County for the 2008 California primary election. If the state and federal 2008  
5 California primaries are bifurcated, the Consultant will conduct a survey during whichever  
6 primary election occurs second; however, if the second primary is an all-mail-in ballot election,  
7 then the Consultant will conduct a survey during the first primary election.

8 (b) If all of the County's polling sites are not substantially compliant by the  
9 2008 California Primary Election, then the Consultant will survey all polling sites designated by  
10 the County for each subsequent election that is referenced in the timetable set forth in paragraph  
11 19 of this Agreement until the County meets all of its obligations under this Agreement. In  
12 conducting the surveys, the Consultant will survey all polling sites that were not fully accessible  
13 or in substantial compliance in the immediately preceding statewide election and any new polling  
14 sites designated by the County. Notwithstanding these provisions, the parties may mutually  
15 agree, in writing, to survey a smaller representative sample of the County's polling places.

16 29. The County will cooperate with the Consultant in his efforts to survey Santa Cruz  
17 County's polling sites under the terms of this Agreement, and will allow the Consultant to:

18 (a) Interview any person who has responsibilities related to ensuring that  
19 polling places used by the County are accessible. The County will provide suitable facilities and  
20 will arrange for such interviews to be conducted under conditions satisfactory to the Consultant.

21 (b) Request and obtain access to the records, files, statistics, reports, and other  
22 documents maintained by the County to the extent that such information is not privileged or  
23 confidential and is directly related to the matters that are set forth in this Agreement. The  
24 Consultant may obtain copies of all such relevant records, files, and papers.

25 (c) Request and obtain the County's cooperation in accessing public and  
26 private property used as polling places to conduct surveys or inspections to determine whether  
27 those properties are accessible.

28 30. In conducting the surveys required by this Agreement, the County will allow the

1 Consultant to use professional surveyors or other persons whom the Consultant deems to have  
2 sufficient knowledge of state and federal accessibility laws to conduct the polling site surveys on  
3 Election Day. All persons conducting the survey under the direction of the Consultant will use  
4 the Checklist to assess the polling sites' accessibility. Those completed Checklists will be  
5 returned to the Consultant who will then provide copies of those Checklists, as well as copies of  
6 the Checklists that the Consultant completes, to the Attorney General and the County within sixty  
7 days of each election.

8 31. The County will take all appropriate steps to ensure that within sixty (60) days of  
9 each survey conducted during the elections that are referenced in the timetable set forth in  
10 paragraph 19 of this Agreement, the Consultant will prepare a report that will be sent to the  
11 Attorney General and the County. The Consultant's report will assess the County's compliance  
12 with the implementation of the County's obligations under this Agreement and the results of the  
13 survey at issue. The report will include, but is not limited to, an analysis of the results of the  
14 survey; a breakdown of the violations per polling place for each category surveyed (i.e., parking,  
15 signage, exterior access, doors and hallways, voting booths, ramps, and restrooms); a description  
16 of the nature of the violation; the percentage of overall compliance county-wide; the need, if any,  
17 for additional improvements; an analysis of the County's search for new polling sites, and any  
18 additional steps that should be taken to ensure that the polling places used for the next election  
19 are accessible.

20 32. Upon submission of the Consultant's report, the Attorney General will review the  
21 report to determine whether the County is complying with the obligations set forth in this  
22 Agreement. If at any time the Attorney General determines that the County is not complying  
23 with its obligations, the Attorney General will so notify the County and the County will be given  
24 a reasonable amount of time not to exceed sixty (60) days to address the issues identified by the  
25 Attorney General. If the Attorney General determines that the County has not remedied the  
26 deficiencies identified by the Attorney General with respect to the County's obligations under  
27 this Agreement, the Attorney General may file a motion to enforce the Agreement with the Court,  
28 using the briefing schedules set forth in Code of Civil Procedure section 1005. The scope of the

1 motion hearing, which may be an evidentiary hearing depending on the circumstances, will be to  
2 determine whether the County has met its obligations as set forth in this Agreement. If the Court  
3 determines that the County has not performed its obligations as set forth in this Agreement, the  
4 Court will issue whatever orders it deems proper to effectuate the terms of this Agreement.  
5 Nothing in this Agreement limits the parties from seeking all available remedies under Code of  
6 Civil Procedure section 664.6.

7 33. Within thirty (30) days of the execution of this Agreement, the County will pay to  
8 the Attorney General costs in the amount of seventy five thousand dollars (\$75,000) for all costs  
9 the Attorney General has incurred to date in this action (Santa Cruz County Superior Court Case  
10 Number 152681) and the federal action (U.S. District Court for the Northern District of  
11 California Case Number 05 CV 04708 RMW). This sum shall be paid by submitting to counsel  
12 for the Attorney General a check made payable to the "California Department of Justice." These  
13 costs will be deposited in the Department of Justice Public Rights Division Law Enforcement  
14 Special Fund that is established under Government Code section 12530. Each party will bear  
15 their own attorneys' fees incurred in this action (Santa Cruz County Superior Court Case Number  
16 152681) and the federal action (U.S. District Court for the Northern District of California Case  
17 Number 05 CV 04708 RMW) and the County will bear its own costs incurred in this action and  
18 the federal action.


19 34. The parties jointly stipulate and agree that this action, *People v. County of Santa*  
20 *Cruz*, Santa Cruz County Case No. CV 152681, will be stayed, except for purposes of enforcing  
21 the Agreement and/or seeking all appropriate orders or a judgment to enforce this Agreement  
22 under Code of Civil Procedure section 664.6, until such time as the County fulfills its obligations  
23 under this Agreement.

24 **IT IS SO STIPULATED.**  
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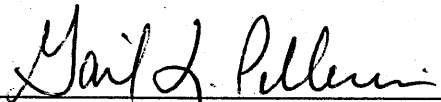
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Dated: 4/3/07

COUNTY OF SANTA CRUZ

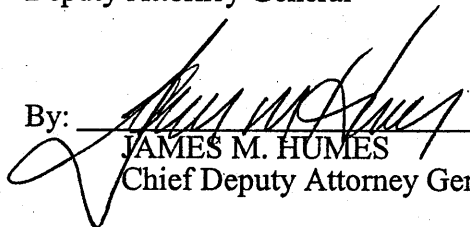
By:   
JANET K. BEAUTZ  
Its: Chair, County of Santa Cruz Board  
of Supervisors

Dated: 4-4-07

By:   
GAIL PELLERIN, In her Official  
Capacity as County Clerk and Registrar  
of Voters of the County of Santa Cruz

Dated: 3/28/07

EDMUND G. BROWN JR.  
Attorney General of the State of California  
JAMES M. HUMES  
Chief Deputy Attorney General  
TOM GREENE  
Chief Assistant Attorney General  
LOUIS VERDUGO, JR.  
Senior Assistant Attorney General  
ANGELA SIERRA  
Supervising Deputy Attorney General  
NANCY A. BENINATI  
Deputy Attorney General

By:   
JAMES M. HUMES  
Chief Deputy Attorney General

APPROVED AS TO FORM AND CONTENT:

Dated: 4/4/07

DANA McRAE, COUNTY COUNSEL

By:   
JASON M. HEATH  
Assistant County Counsel

Attorneys for the County of Santa Cruz and  
GAIL PELLERIN in her Official Capacity as  
County Clerk and Registrar of Voters of the  
County of Santa Cruz

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Dated:

EDMUND G. BROWN JR.  
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Senior Assistant Attorney General  
ANGELA SIERRA  
Supervising Deputy Attorney General

By: *Nancy A. Beninati*  
NANCY A. BENINATI  
Deputy Attorney General

Attorneys for Plaintiff/Petitioner The People of  
the State of California



**ORDER**

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On October 18, 2006, December 8, 2006, and February 20, 2007, the parties conducted a judicially supervised mediation in Department 8 of the Santa Cruz County Superior Court which resulted in the Agreement set forth above. This action will be stayed during the term that this Agreement is in effect, or until such time that the County fulfills its obligations under this Agreement. The stay of this action will not affect the parties' ability to file motions with the Court or to obtain orders or a judgment to enforce this Agreement under Code of Civil Procedure section 664.6 as provided in this Agreement. The Court will retain jurisdiction of this action to enforce the terms and obligations of the Agreement and until final performance by the County. Any and all applicable statutes, rules, or court orders affecting timely prosecution of this action, including the five-year dismissal statute set forth in Code of Civil Procedure section 583.310, will be tolled.

**IT IS SO ORDERED.**

Dated: 4-12-07

**PAUL P. BURDICK**  
**JUDGE OF THE SUPERIOR COURT**

**Polling Place Accessibility Checklist**  
(CA AG Polling Site Survey Instrument for 11-07-08 Election)

County \_\_\_\_\_ City \_\_\_\_\_

Polling place name &/or precinct number: \_\_\_\_\_

Polling place address/location: \_\_\_\_\_

Type of Facility:

- |  |  |
|--|--|
| <input type="checkbox"/> Apartment                                 | <input type="checkbox"/> Library                               |
| <input type="checkbox"/> Business                                  | <input type="checkbox"/> Mobile Home Park Facility             |
| <input type="checkbox"/> Church                                    | <input type="checkbox"/> Private Residence                     |
| <input type="checkbox"/> Club/Lodge/Association                    | <input type="checkbox"/> School                                |
| <input type="checkbox"/> Fire Station                              | <input type="checkbox"/> Senior Citizen Facility               |
| <input type="checkbox"/> Garage                                    | <input type="checkbox"/> Historical Building                   |
| <input type="checkbox"/> Other Non-Public Building (Specify) _____ | <input type="checkbox"/> Other Public Building (Specify) _____ |

DESCRIBE THE GENERAL TERRAIN AROUND THE POLLING SITE AREA  
(flat, hilly, desert, etc.) \_\_\_\_\_

**INSTRUCTIONS**

Purpose: This form is being used to evaluate California polling places for access by voters with disabilities. It has been adapted for one-day use of polling places. The accessibility standards used in this survey comply with Title 24 of the California Code of Regulations (CCR) as well as the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

How to use this form: Inspect each polling place by going from the parking area to the voting area. Answer every question on the form by marking either "YES", "NO" or "NA" (not applicable), as appropriate.

There may be multiple reasons that a polling place is judged inaccessible. Please respond to every item on the survey. Accessibility concerns not addressed in a question should be noted in the comments sections.

Survey Completed By: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

Survey Evaluation System

**Section 1: Parking - If off-street**

**parking is provided** *If off street parking is N/A, skip to # 8*

1 Is there one or more off-street parking space(s) either permanently or temporarily designated for people with disabilities?

2 Is there at least one parking space that is van accessible? (Van accessible space = 9 feet wide, aisle on the passenger side = 8 feet wide.)

2a The following minimum number of accessible parking spaces must be provided based on designated parking spaces. (Ref: Title 24 1129B.1 Table 11B-9 and 1129B.4 and ADAAG 4.1.2 and 4.8.3)

Total Spaces for Voter Use	Required Minimum Number of Accessible Spaces
1-25	1 space- 9 feet wide van accessible space with min. 8-foot wide access aisle on the passenger side
26-50	2 spaces- 1 space w/ min. 5-foot wide access aisle + 1 van accessible space (as above)
51-75	3 spaces- 2 spaces w/ min. shared 5-foot wide access aisle (two spaces may share the access aisle but sharing is not required so long as each space has an aisle) + 1 van accessible space (as above)
76-100	4 spaces- 3 spaces w/ min. 5-foot wide access aisles (spaces may share the access aisles but sharing is not required so long as each space has an aisle) + 1 van accessible space (as above)

2b Accessible parking spaces must be 18 feet long. (Ref: Title 24 1129B.4.1 and 1129B.4.2)

Yes	No	N/A	Description of Violation

Survey Evaluation System

	YES	NO	N/A	Description of Violation
<b>Parking Clear Height</b>				
<b>2c</b>				
<b>Parking Slope</b>				
<b>3</b>				
<b>Parking Surfaces</b>				
<b>4</b>				
<b>Parking Location</b>				
<b>5</b>				
<b>Parking Signage</b>				
<b>6</b>				

**SECTION 1: PARKING**

If parking is provided in a covered area, there must be vertical clearance of at least 8 feet, 2 inches (98 inches) for the vehicle route to the van-accessible space, the parking space, the access aisle, and along the vehicle route to the exit. (Ref. Title 24 1130B and ADAAG 4.5.5)

3. Are parking spaces on level ground? (Slope no greater than 1/4 inch per foot in any direction?)

3. All accessible parking spaces, including the access aisles, must have a slope of no more than 2% in all directions. (Ref. Title 24 1129B.4(f) and ADAAG 4.8.3)

4. Is the parking area surface stable, firm and slip-resistant (concrete, asphalt, no gravel)?

4. The surface of each accessible parking space and access aisle must be stable, firm, and slip-resistant. (Ref. Title 24 1124B.1)

5. Is the disabled parking space in the closest location to the accessible entrance to the polling place?

5. The accessible spaces must be on the shortest accessible route to the accessible entrance. (Ref. Title 24 1129B.1 and ADAAG 4.6.2)

6. Is there signage at the front of the parking stall that identifies the space as reserved, by displaying the international symbol of accessibility so that it is readily visible to passing traffic even if the space is occupied?

6. All accessible spaces must be marked with an identification sign with the symbol of accessibility visible to traffic when a vehicle is parked in the space. (Ref. Title 24 1129B.5 and ADAAG 4.6.4)

Survey Evaluation System

From Access  
Aisle to POT

Note: Curb ramp  
slope is at  
Section 3  
Grates

SECTION 1: PARKING		YES	NO	N/A	Description of Violation
7	<ul style="list-style-type: none"> <li>Is there an accessible route at least 48 inches wide from the parking area to an accessible path of travel (continuous common surface)?</li> <li>Each access aisle must connect to an accessible route from the parking area to the accessible building entrance. (Ref. Title 24 1114B.1.2 and 1133B.7.1)</li> </ul>				
8	<ul style="list-style-type: none"> <li>Grates - If the walking space has a grating, does the grating have spaces no greater than 1/2 inch?</li> <li>Gratings along the accessible route must have spaces no greater than 1/2 inch in the direction of travel. (Ref Title 24 1133B.7.2 and ADAAG 4.5.4)</li> </ul>				

Possible Solutions - Parking

Set up the required number of temporary accessible spaces on Election Day.	Remove or raise objects to clear the accessible route.
Relocate each van-accessible parking space to another space.	Set up temporary level spaces on Election Day that are on the shortest accessible route.
Place temporary signs so they are unobstructed by vehicles.	Temporarily relocate accessible spaces closer to the entrance.
Configure an alternate accessible route on Election Day.	
Place a mat over the grating on Election Day.	

Comments:

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**Parking To Building**

**MAXIMUM SLOPE HANDRAILS**

**CURB RAMP MAXIMUM SLOPE**

**Street To Building**

**MAXIMUM SLOPE HANDRAILS**

Section 2: Path of Travel to the Voting Area		Yes	No	N/A	Description of Violation
1	<p>Is an accessible route provided from accessible parking spaces to the accessible entrance to the building?</p> <ul style="list-style-type: none"> <li>An accessible route, at least 48 inches wide, must be provided from accessible designated parking spaces to the accessible entrance of the building. (Ref. Title 24 1133B.7.1 and 1114B.1.2)</li> <li>Where the slope of the accessible route is greater than 5%, it must also comply with Section 3: RAMPS &amp; LIFTS. (Ref. Title 24 1133B.7.3 and ADAAG 4.8.1)</li> </ul> <p><i>When slope is &gt;5% it must comply with 1133B.5, which consists of ramp requirements</i></p> <p><i>When any part of an accessible route is &gt;5% it must comply with 4.8.6, all ramp requirements</i></p>				<p>Address only the second bullet (max. slope).</p> <ul style="list-style-type: none"> <li>Note the slope only if it is greater than 1:12</li> <li>Note whether required handrails are not provided</li> </ul> <p>(Note: The 48-in. width and other items implied at the first bullet are covered elsewhere)</p>
2	<p>Is an accessible route provided from public sidewalks and public transportation stops on the polling site (if provided) to the accessible entrance of the building?</p> <ul style="list-style-type: none"> <li>An accessible route, at least 48 inches wide, must be provided from public sidewalks and public transportation stops to the accessible entrance of the building. (Ref. Title 24 1133B.7.1 and 1114B.1.2)</li> <li>Where the slope of the accessible route is greater than 5%, it must also comply with Section 3: RAMPS &amp; LIFTS. (Ref. Title 24 1133B.7.3 and ADAAG 4.8.1)</li> </ul>				<p>Curb ramp slope responses that are not covered by Section 3 - Item 2b</p> <p>Address only the second bullet (max. slope)</p> <ul style="list-style-type: none"> <li>Note the slope only if it is greater than 1:12</li> <li>Note whether required handrails are not provided</li> </ul> <p>(Note: The 48-in. width and other items implied at the first bullet are covered elsewhere)</p>

Survey Evaluation System

GROUND SURFACE

Width of Route

Abrupt Change of Level

RAMP LANDINGS

GRABTINGS

SECTION 2: Paths of Travel		Y	N	N/A	Description of Parking to Building	Y	N	N/A	Description of Street to Building
3.	Is the surface of the path of travel stable, firm and slip-resistant? The surface of the route must be stable, firm and slip-resistant. (Ref: Title 24 1124B.1)				<b>3P</b> Skip this item - It is addressed at #5				<b>3S</b> Skip this item - it is addressed at #5
4.	Is the path of travel to the building at least 48 inches wide?				<b>5P</b>				<b>5S</b>
5.	Is there at least one walkway or sidewalk in the path of travel that is a minimum of 48 inches wide?				<b>6aP</b>				<b>6aS</b>
6.	Is there a continuous common surface not interrupted by un-ramped steps or by abrupt changes in level exceeding 1/4 inch for the path of travel to the entrance? • The accessible route must be free from abrupt changes in level greater than 1/4 inch. (i.e. uneven pavement, cracks or cement lifted by tree roots) (Ref: Title 24 1133B.7.1 and ADAAG 4.5.2)				<b>6bP</b> Other ramp elements are covered on other lines				<b>6bS</b> Other ramp elements are covered on other lines
	• Abrupt changes in level along the accessible route between 1/4 inch to 1/2 inch must be beveled. (Ref: Title 24 1124B.2 and ADAAG 4.5.2)				<b>6cP</b>				<b>6cS</b>
	• Where the slope of the accessible route is greater than 5%, it must also comply with Section 3: RAMPS & LIFTS, (Ref: Title 24 1133B.7.3 and ADAAG 4.8.1)								
	• Gratings along the accessible route must have spaces no greater than 1/2 inch in the direction of travel. (Ref Title 24 1133B.7.2 and ADAAG 4.5.4)								

Survey Evaluation System

Width of Route  
 Do not address the 1st bullet (protruding objects) as it is covered at #8

Protruding Objects

SECTION 2: Paths of Travel	Y	N	N/A	Description of Parking to Building	Y	N	N/A	Description of Street to Building
<p>7. Is the path of travel to the building entrance free of obstruction (fire hydrants, tree trunks etc.)?</p> <ul style="list-style-type: none"> <li>• Objects shall not protrude more than 4 inches into the path of travel if they are mounted between 27 inches and 80 inches above the floor. (i.e. wall-mounted boxes, signs, tree branches, etc) (Ref: Title 24 1133B.8.6.1 and ADAAG 4.4.1)</li> <li>• The minimum clear width for single wheelchair passage shall be 32 inches at a point and 36 inches continuously. (Ref: Title 24 1119B.1)</li> </ul>				7P				7S
<p>8. Is the path of travel to the voting area free of any objects (e.g., wall-mounted boxes, signs, tree branches, etc.) with bottom edges that are higher than 27 inches but less than 80 inches above the walkway and that extend more than 4 inches into the path of travel?</p> <p>If no, can the object be lowered, removed or modified?</p> <ul style="list-style-type: none"> <li>• Objects shall not protrude more than 4 inches into the path of travel if they are mounted between 27 inches and 80 inches above the floor. (i.e. signs, tree branches, etc) Extender stairs must be built with cane-detectable barriers so that people who are blind or visually impaired cannot hit their heads on the underside. (Ref: Title 24 1133B.8.6.1, ADAAG 4.4.1, 4.4.2)</li> </ul>				8P				8S



Survey Evaluation System

Signage for  
Alternate  
Route

Signage at  
Alternate  
Entry

SECTION 2: Paths of Travel	Y	N	N/A	Description of Parking to Building	Y	N	N/A	Description of Street to Building
9. If there is an alternative path of travel for accessibility, is there a sign to identify the accessible route?				9P				9S
If there is an alternative route for accessibility, there must be a sign or signs to identify the accessible route and the entrance. (Ref. Title 24 1117B.5.8.1.2)								
10. Alternate Accessible Entrance Signage: If the main entrance is inaccessible, is the accessible alternate entrance clearly marked?  If there is an alternative route for accessibility, there must be a sign or signs to identify the accessible route and the entrance. (Ref. Title 24 1117B.5.8.1.2)						10		

Possible Solutions - Path of Travel to the Voting Area

Configure an alternate accessible route on Election Day.	Place a cane-detectable barrier under hazards.
Militate surfaces using temporary accessible mats on Election Day.	Relocate the accessible route away from stairs.
Configure a temporary accessible ramp on Election Day that meets the requirements of a ramp.	Clearly mark the accessible route and entrance with signage.
Lower, raise, remove or modify objects.	Change the route to avoid objects.

Comments:

Survey Evaluation System

**Section 3: Ramps & Lifts**

**Use Section 3 for a Ramp at the Building Entrance & curb ramps.**

**Note: Section 2 covers ramped sections along the routes to the building, from either the parking lot or from the street.**

*If a ramp is necessary, is one provided?*

1. If there are stairs at the main entrance, is there also a ramp or lift, or is there an alternative accessible entrance?

- Where the slope of the accessible route is greater than 5%, this part of the accessible route must meet the requirements of a ramp. (Ref. Title 24 1133B.7.3 and ADAAG 4.8.1)

- If there is a lift:

- The change in level from the floor to the lift surface must be no greater than 1/2 inch. Note: Changes in level of 1/4 inch may be abrupt and an additional 1/4 inch, if present, must be beveled. Changes in level greater than 1/2 inch must be ramped. (Ref. Title 24 1124B.2 and ADAAG 4.11)

- There must be at least a 30-inch by 48-inch clear floor space on the wheelchair lift. (Ref. Title 24 1116B.2.4.1 and ADAAG 4.2.4.1 and 4.11)

- The lift must allow a wheelchair user unassisted entry, operation, and exit. Controls and mechanisms must be usable with one hand without tight grasping, pinching, or twisting and mounted no more than 54 inches above the floor for a side reach or 48 inches for a forward reach. (Ref. ADAAG 4.2.5 and 4.11)

Yes	No	N/A	Description of Violation
			<i>Answer NO here, only if stairs are the only option. Note: Ramp slope, handrails, etc are covered below.</i>

Wheelchair Lift

Survey Evaluation System

Section 3: Ramps & Lifts		Yes	No	N/A	Description of Violation
Entry Ramp Max. Slope	2. Do all ramps have a slope no greater than 1 inch rise in 12 inches of horizontal run?				
Curb Ramp Max. Slope	2a. The ramp slope must be no greater than 1:12 (8.33%). Note: 1:12 is one inch of vertical height for 12 inches of horizontal distance. (Ref. Title 24 1133B.5.1 and 1133B.5.3)				
Entry Ramp Width	2b. The curb ramp slope must be no greater than 1:12 (8.33%). Note: 1:12 is one inch of vertical height for 12 inches of horizontal distance. (Ref. Title 24 1133B.5.3)				
Entry Ramp Width	3. Is the ramp at least 48 inches wide?				
Entry Ramp Edge Protection	3a. The ramp surface, measured between the edge protection, must be at least 48 inches. (Ref. Title 24 1133B.5.2.1)				
Entry Ramp Edge Protection	3b. Handrails may project into the required width a distance of 3.6 inches from each side. (Ref. Title 24 1133B.5.2 and 1003.3.3.2)				
Entry Ramp Edge Protection	3c. The curb ramp must be at least 48 inches wide excluding flared sides. (Ref. Title 24 1127B.5(2))				
Entry Ramp Edge Protection	4. Does the ramp have edge protection in the form of walls on each side, or wheel guides, or raised curbs?				
Entry Ramp Edge Protection	4a. If the ramp or landing has a vertical drop-off on either side of the ramp, wheel guides or edge protection (at least 2 inches high) must be provided. (Ref. Title 24 1133B.5.5 and ADAAG 4.8.7)				
Entry Ramp Edge Protection	4b. The curb ramp must have edge protection in the form of flared sides. (Ref. ADAAG 4.7.5 and 4.8.7)				

Survey Evaluation System

Section 3: Ramps & Lifts		Yes	No	N/A	Description of Violation
<p><b>Entry Ramp Surface</b></p> <p><b>5a</b></p> <p>5. Do ramps have a slip-resistant surface?</p> <ul style="list-style-type: none"> <li>The ramp must have a stable, firm and slip-resistant surface. (Ref. Title 24 1124B.1)</li> </ul>					
	<p><b>Curb Ramp Surface</b></p> <p><b>5b</b></p> <ul style="list-style-type: none"> <li>The curb ramp must have a stable, firm and slip-resistant surface. (Ref. Title 24 1127B.5(6))</li> </ul>				
<p><b>Entry Ramp Handrails</b></p> <p><b>6</b></p> <p>6. If a ramp at an exterior door landing rises more than 6 inches, or if it is longer than 72 inches, does it have handrails on both sides? (34 to 38 inches above the ramp surface.)</p> <ul style="list-style-type: none"> <li>Exception for smaller ramps leading up to exterior doors: At exterior door landings, handrails are not required on ramps less than 6 inches rise or 72 inches in length. (Ref. Title 24 11133B.5.5.1)</li> <li>Handrails are not required on curb ramps or adjacent to seating in assembly areas. (Ref. Title 24 1133B.5.5.1 and ADAAG 4.8.5)</li> <li>Handrails must have 12-inch extensions over the level landing on each end of the ramp that extend beyond the sloped surface of the ramp and must be rounded or returned smoothly to the ground, wall, or post. Handrails must be mounted between 34 and 38 inches above the ramp surface. (Ref. Title 24 1133B.6.5.1 and ADAAG 4.8.5)</li> </ul> <p>(Height, extensions, diameter, etc.)</p>					

Survey Evaluation System

Section 3: Ramps & Lifts	Yes	No	N/A	Description of Violation										
<p>7. Is there a landing at both the top and bottom of the ramp?</p> <ul style="list-style-type: none"> <li>For ramps, a level top landing must be provided that is 60 inches by 60 inches (with a maximum slope of 2%). (Ref. Title 24 1133B.5.4.1 and 1133B.5.4.2)</li> </ul>				<p><b>7a</b> Entry Ramp Top Landing</p>										
<ul style="list-style-type: none"> <li>For curb ramps, a level landing with a maximum slope of 2%, at least 48 inches deep by the full width of the ramp, must be provided at the top of the ramp. (Ref. Title 24 1127B.5(4) and ADAAG 4.7.2)</li> </ul>				<p><b>7b</b> Curb Ramp Top Landing</p>										
<ul style="list-style-type: none"> <li>Stairlift ramps:                             <ul style="list-style-type: none"> <li>There must be an intermediate level (max. slope of 2%) landing 60 inches long provided at the following intervals. (Ref. Title 24 1133B.5.4.1)</li> </ul> </li> </ul> <p>Examples of ramp dimensions are as follows:</p> <table border="1" data-bbox="820 506 950 1171"> <thead> <tr> <th>Ramp slope</th> <th>Landing provided at</th> </tr> </thead> <tbody> <tr> <td>1:20 for maximum of 30ft.</td> <td>Every 60.0 feet</td> </tr> <tr> <td>1:18 for maximum of 30ft.</td> <td>Every 40.0 feet</td> </tr> <tr> <td>1:15 for maximum of 30ft.</td> <td>Every 37.5 feet</td> </tr> <tr> <td>1:12 for maximum of 30ft.</td> <td>Every 30.0 feet</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>The bottom level (with a maximum slope of 2%) landing must be 72 inches long in the direction of travel. (Ref. Title 24 1133B.5.4.5, 1133B.5.4.6 Figs. 11B-38 &amp; 39)</li> <li>Ramps that change direction:                             <ul style="list-style-type: none"> <li>There must be an intermediate level (max slope of 2%) landing of 60 inches wide by 72 inches long wherever the ramp changes direction. (Ref. Title 24 1133B.5.4.7 and 1133B.5.4.8)</li> </ul> </li> <li>The bottom level (with a maximum slope of 2%) landing must be 72 inches long and 60 inches wide. (Ref. Title 24 1133B.5.4.5, 1133B.5.4.6 Figs. 11B-38 &amp; 39)</li> </ul>	Ramp slope	Landing provided at	1:20 for maximum of 30ft.	Every 60.0 feet	1:18 for maximum of 30ft.	Every 40.0 feet	1:15 for maximum of 30ft.	Every 37.5 feet	1:12 for maximum of 30ft.	Every 30.0 feet				<p><b>7c</b> Entry Ramp Intermediate Landing</p> <p><b>7d</b> Entry Ramp Bottom Landing</p>
Ramp slope	Landing provided at													
1:20 for maximum of 30ft.	Every 60.0 feet													
1:18 for maximum of 30ft.	Every 40.0 feet													
1:15 for maximum of 30ft.	Every 37.5 feet													
1:12 for maximum of 30ft.	Every 30.0 feet													

Entry Ramp Intermediate and Bottom Landings

Curb Ramp Top Landing

Entry Ramp Top Landing



Survey Evaluation System

Section 4: Elevators		Yes	No	N/A	Description of Violation
Elevator Door Width	1. If an elevator is required to reach the voting area, is the elevator doorway wide enough for a wheelchair user (i.e. at least 36-inch clearance)?				
	2. The doorway of the elevator must be at least 36 inches wide. (Ref. Title 24 3003.4.4)				
Car Size	2. Is the elevator cab at least 68 inches wide by 51 inches deep so that a wheelchair can turn around once inside?				
	• A side opening elevator cab must be at least 68 inches wide by 51 inches deep from wall to return panel so that a person in a wheelchair can turn around. Note: A front opening elevator cab must be at least 80 inches wide by 51 inches deep from wall to return panel. (Ref. Title 24 3003.4.7 and 119B.1.8 and ADAAG 4.10.9 Fig 22)				*Side opening* cab means that the door is located at one end of the wall. *Front opening* cab means that the door(s) is centered in the wall.
Door at side - 51" D - 68" W	2				
	Door Centered - 51" D - 80" W				
Elevator Signage	3. Are elevator controls clearly marked with raised lettering for visually impaired persons?				
	• Raised letters and Braille characters must be used to identify each floor button and each control in the elevator cab. (Ref. ADAAG 4.10.12(2))				
Elevator Audible Indicators	3				
	• Signs must be mounted on both sides of the elevator door opening that designate the floor with 2-inch minimum-height raised letters and Braille characters centered at 60 inches above the floor. (Title 24 119B.1.15 and ADAAG 4.10.5)				
	• The elevator must be equipped with audible tones and bells or verbal announcements that announce each floor as it is passed. (Ref. Title 24 3003.4.9 and ADAAG 4.10.13)				

Survey Evaluation System

Elevator Controls

Section 4: Elevators	Yes	No	N/A	Description of Violation
<p>4. Are the elevator controls low enough for a person in a wheelchair to reach them (no higher than 54 inches from the elevator floor)?</p> <p>4</p> <ul style="list-style-type: none"> <li>The highest floor control buttons in the elevator cab must be mounted no more than 54 inches above the floor for a side reach. Note: For a forward reach, the highest floor control buttons in the elevator cab must be mounted no more than 48 inches above the floor (Ref: Title 24 11BB, 1.8 and 3603.4.8).</li> <li>The outside elevator call buttons must be mounted in an accessible location with the centerlines at 42 inches above the floor. (Ref: Title 24 11BB, 1.10 and ADAAG 4.10.3)</li> </ul>				

Comments:

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Survey Evaluation System

Section 5: Other Building Features		Yes	No	N/A	Description of Violation
Door Width	1. Door Widths: Are doorways in the path of travel sufficiently wide to accommodate a wheelchair? (The law requires a minimum clearance of 32 inches with the door open at 90 degrees.)				Explain door location (e.g. entry door, hallway, etc)
	<p>1</p> <ul style="list-style-type: none"> <li>The door or one side of a double door on the accessible route must have at least 32 inches clear passage when the door is open 90 degrees. (Ref. Title 24 1133B.1.1.1 and ADAAG 4.13.5)</li> </ul>				
Landing Depth	2. Is there adequate space (five-foot diameter circle) for a person in a wheelchair to turn around at the entrance?				To answer this question address only the criteria of the first bullet: (60" pull-side / 48" push-side)
	<p>2a</p> <ul style="list-style-type: none"> <li>There must be 60 inches of clear maneuvering space perpendicular to the door on the pull side and 48 inches perpendicular to the door on the push side of each door. (Ref. Title 24 1133B.2.4.2)</li> </ul>				
Strike-Edge Clearance	<p>2b</p> <ul style="list-style-type: none"> <li>On the pull side of the door, there must be 24 inches of latch-side clearance for exterior doors or 18 inches of latch-side clearance for interior doors. There must be at least 12 inches of latch-side clearance on the push side of the interior door if the door has both a latch and a closer. Note: no latch-side clearance is needed if the openers are automatic or power-operated. (Ref. Title 24 1133B.2.4.3 Fig 1 1B-26B and 1 1B-26A and ADAAG 4.13.6 Figure 2b)</li> </ul>				Explain door location (e.g. entry door, hallway, etc)
	3. Are doorway thresholds no more than 1/2-inch in height? (1/4-inch vertical, 1/4-inch slant)				Explain door location (e.g. entry door, hallway, etc)
Threshold	<p>3</p> <ul style="list-style-type: none"> <li>If there is a raised threshold, it must be no higher than 1/2 inch at the door and beveled on both sides where necessary. Note: Changes in level of 1/4 inch may be abrupt and an additional 1/4 inch, if present, must be beveled. (Ref. Title 24 1133B.2.4.1)</li> </ul>				

Survey Evaluation System

Section 5: Other Building Features

Door Hardware

	Yes	No	N/A	Description of Violations
<p>4. Are all doors equipped with either arch or lever-type handles, push plates or automatic openers that can be used with a closed fist and are all handles mounted between 30 and 44 inches?</p> <p>If no, will the doors remain open during polling place hours?</p> <p>4a</p> <ul style="list-style-type: none"> <li>The door hardware (arch, lever, push plates, or automatic opener) must be usable with one hand without tight grasping, pinching, or twisting of the wrist. (Ref. Title 24 11338.2.5.2 and ADAAG 4.13.9)</li> <li>Door hardware must be mounted between 30 and 44 inches. (Ref. Title 24 11338.2.5.2)</li> </ul>				<p>Explain door location (e.g. entry door, hallway, etc)</p>
<p>4b</p> <ul style="list-style-type: none"> <li>The door must require no more than 5 pounds force to push or pull it open. (Ref. Title 24 11338.2.5 and ADAAG 4.13.11)</li> </ul>				<p>Explain door location (e.g. entry door, hallway, etc, &amp; note interior or exterior)</p>
<p>5</p> <p>5. Are hallways and corridors in the path of travel at least 44 inches wide? (This may be reduced to 36-inch width if it serves an occupant load of less than 10 people)</p> <ul style="list-style-type: none"> <li>An accessible route, at least 44 inches wide must connect with the accessible entrance to the voting area. (Ref. Title 24 11338.3.1)</li> </ul>				

Door Pressure

Hallways & Corridors

Survey Evaluation System

Landing Depth

Section 5: Other Building Features

6. Is there an adequate maneuvering clearance for a wheelchair on each side of the doorway? (60 inches on the pull side of the door and 48 inches on the opposite side of the door.)

Strike-Edge Clearance

6

- There must be 60 inches of clear maneuvering space perpendicular to the door on the pull side and 48 inches perpendicular to the door on the push side of each door. (Ref. Title 24 1133B.2.4.2)
- On the pull side of the door, there must be 24 inches of latch-side clearance for exterior doors or 18 inches of latch-side clearance for interior doors. There must be at least 12 inches of latch-side clearance on the push side of the interior door if the door has both a latch and a closer.
- Note: no latch-side clearance is needed if the operator is automatic or power-operated. (Ref. Title 24 1133B.2.4.3 Fig 11B-26B and 11B-26A and ADAAG 4.13.6 Figure 25)

Yes	No	N/A	Description of Violation
			Skip this question. Landing depth and strike-edge clearance are already covered at Section 5 - Question #2

Possible Solutions - Other Building Features

Use another accessible route that has an accessible door.	Prop open double doors to create an accessible entrance on Election Day.
Use temporary accessible door hardware on Election Day.	Mitigate thresholds using temporary accessible threshold ramps and prop doors open on Election Day.

Comments

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Survey Evaluation System

Verifying  
Startian

Section 6: Features Inside the voting area		Yes	No	N/A	Description of Violation
1	<p>1. Is there a provision for voters to privately vote in a sealed position at a table or at a voting booth that is accessible to a wheelchair user? (The law requires that the table be no higher than 34 inches, with knee space at least 27 inches high, 30 inches wide and 19 inches deep.)</p> <ul style="list-style-type: none"> <li>Table height must be between 28 and 34 inches. (Ref. Title 24 1122B.4 and ADAAG 4.32.4)</li> <li>Knee spaces must be at least 27 inches high, 30 inches wide, and 19 inches deep. <i>Note: Width and depth measurements must be taken at 27" from the floor surface.</i> (Ref. Title 24 1122B.3 and ADAAG 4.32.3)</li> <li>Clear space to approach an object must be at least 48 inches by 30 inches. <i>Note: the clear floor space may extend under a table for a maximum depth of 19 inches.</i> (Ref. Title 24 1122B.2, 1118B.4(1) and ADAAG 4.2.4.1)</li> <li>HAVA requires voters with disabilities to have the same independence and privacy when casting votes as do all voters.</li> </ul>			N/A	
2	<p>If voting in a seated position, is adequate privacy guaranteed?</p>				
3	<p>Are magnifying devices available for those who request them?</p>				

Privacy  
Magnifying  
Glass

Survey Evaluation System

Section 6: Features Inside the Voting Area		Yes	No	N/A	Description of Violation
Lighting	4				
Seats for Resting	5				
Protruding Objects	6				

Is seating available for voters waiting their turn to vote who cannot stand for long periods of time? (This is not required, but should be considered)

Is the voting area free of any objects (e.g., wall-mounted boxes, signs, etc.) with bottom edges that are higher than 27 inches but less than 80 inches above the path of travel and that extend more than 4 inches into the path of travel so that a person with a visual impairment or disabled person would not bump into them? If no, can the item(s) be removed?

Objects shall not protrude more than 4 inches into the path of travel if they are mounted between 27 inches and 80 inches above the floor. Interior stairs along pedestrian routes or in the voting area must be built with cane-detectable barriers so that people who are blind or visually impaired cannot hit their heads on the underside. (Ref. ADAAG 4.4.1 and 4.4.2)

Possible Solutions - Features Inside the Voting Area	Change the route to avoid objects.
Lower, raise, remove or modify objects.	Relocate the accessible route away from stairs.
Place a cane-detectable barrier under hazards.	

Comments:

Survey Evaluation System

	Section 7: Restrooms (Restrooms are not required to be available to the voters, but if they are available to the public, they must be wheelchair accessible)	Yes	No	N/A	Description of Violation
Entry Door Width	Width (ADAAG 4.13.5) Net 32-inch clear				3A
Entry Door Landing	Landing Depth (ADAAG 4.13.6) 60" deep on pull-side forward approach 48" deep on push-side forward approach Hinge and latch approach per ADAAG Figure 25				b5
Entry Door Strike-Edge	Strike-edge clearance (ADAAG 4.13.6) 18" wide on pull-side 12" wide on push-side if door has closer + latch				cC
60" Diameter Turning Space	1. Is there sufficient clearance area on the floor in the direction of the door swing for a wheelchair user to maneuver?  2. There must be a clear floor space at least 60 inches in diameter inside the restroom. Note: The door may encroach a maximum of 12 inches into this space. The space must extend from the floor up to a minimum of 27 inches. (Ref. Title 24 1115B.7.1(1) and 1115B.7.1(2) and ADAAG 4.23.3 and 4.2.3)				In answering this question address only the criteria described in the bullet concerning 60" turning space
Toilet Stall Size	2. Is there a wheelchair accessible toilet area, with sufficient clearance, accessible toilet tissue dispensers, and appropriately positioned grab bars? If the restroom has an accessible stall, it must be a minimum of 60 inches wide and 56 inches deep. (Ref. Title 24 1115B.7.1(9) and ADAAG 4.17.3)				

Survey Evaluation System

ITEM	Yes	No	N/A	Description of Violation
<p><b>Stall Door:</b> (Ref. Title 24 1115B.7.1(4))</p> <ul style="list-style-type: none"> <li>o 32 inches wide end of the stall, 34 inches side of the stall</li> <li>o Closes automatically</li> <li>o U shaped or lever handle on inside and outside, mounted below latching hardware, does not require grasping or twisting</li> <li>o Clear floor space 44 inches wide and 48 inches deep</li> </ul>				
<p><b>Toilet</b></p> <ul style="list-style-type: none"> <li>o <b>Toilet:</b> (Ref. Plumbing Code 1502, Title 24 1115B.7.2, 1115B.2.1, 1115B.2 and 1115B.8.1 and ADAAG 4.16.3 and 4.16.5)             <ul style="list-style-type: none"> <li>o Seat height 17 to 19 inches from floor</li> <li>o 18 inches from center of toilet to nearest wall</li> <li>o Minimum 28 inches from edge of toilet to adjacent fixture or minimum 32 inches from edge of toilet to wall</li> <li>o Minimum 48-inch space in front of toilet</li> <li>o Flush handle is on open (wide) side</li> <li>o Flush control maximum 5 lbf</li> </ul> </li> </ul>				
<p><b>Toilet Paper Dispenser</b></p> <ul style="list-style-type: none"> <li>o <b>Tissue Dispenser:</b> (Ref. Title 24 1115B.9.3 and ADAAG 4.18.6)             <ul style="list-style-type: none"> <li>o Does not control flow of paper</li> <li>o Mounted minimum 19 inches above floor</li> <li>o On the wall, no more than 12 inches in front of the Toilet</li> </ul> </li> </ul>				

Survey Evaluation System

ITEM	Yes	No	N/A	Description of Violation
<p>Rear Grab Bar (Ref Title 24 1115B.8.1 and 1115B.8.2 and ADAAG 4.26 and 4.18.4)</p> <ul style="list-style-type: none"> <li>Minimum 36 inches long</li> <li>1-1/4 to 1-1/2 inch diameter</li> <li>Mounted at 33 inches high (36 inches high for tank style toilet)</li> <li>Space between grab bar and wall is 1-1/2 inches</li> </ul> <p>Side Grab Bar (Ref. Title 24 1115B.8.1 and 1115B.8.2 and ADAAG 4.26 and 4.18.4)</p> <ul style="list-style-type: none"> <li>Minimum 42 inches long</li> <li>1-1/4 to 1-1/2 inch diameter</li> <li>Mounted at 33 inches high</li> <li>Space between grab bar and wall is 1-1/2 inches</li> </ul>				
<p>Unwind</p> <p>3</p> <p>Where urinals are provided, is there sufficient clear floor space in front of the urinal for a wheelchair user to approach (i.e. 30 inches by 48 inches)? (Ref Title 24 1115B.9.4 and ADAAG 4.18.3)</p>				
<p>Lavatory</p> <p>4</p> <p>Is there a clear floor space in front of and underneath the sink area to accommodate a wheelchair user (i.e. 30 inches by 48 inches)? (Ref. PC 1504.2.1 and Title 24 1115B.9.1(1), 1115B.2.1.1.2, 1115B.2.1.2 and 1115B.1 and ADAAG 4.19)</p> <ul style="list-style-type: none"> <li>Centerline of sink to adjacent wall is 18 inches minimum</li> <li>Clear space a minimum 30 inches wide by 48 inches deep in front of sink (that may extend 19 inches beneath the sink)</li> <li>Sink height a minimum 34 inches at the top rim</li> <li>Sink knee space a minimum 29 inches high at the face to a minimum 27 inches high when measured 8 inches back from face</li> <li>Faucet controls do not require tight grasping, pinching or twisting of the wrist</li> <li>Faucet controls require maximum 5 lbf</li> <li>Pipes are insulated</li> </ul>				
<p>Dispensers</p> <p>5</p> <p>Are the towel, mirror, sanitary napkins and waste receptacles within reach of a person in a wheelchair (i.e. within 40 inches from the floor)?</p> <ul style="list-style-type: none"> <li>Accessible dispenser/items must be at 40 inches maximum from the floor to the highest operable part. (Ref. Title 24 1115B.9(2) and 1115B.9.1(2) and ADAAG 4.19.8)</li> <li>Paper towels</li> <li>Blow dryer for hands</li> <li>Soap Dispenser</li> <li>Mirror bottom @ 40 inches</li> </ul>				

Possible Solutions - Restrooms  
 Close the restroom on Election Day.

Comments:

End of Checklist



**EXHIBIT B TO ENFORCEABLE SETTLEMENT AGREEMENT AND  
STIPULATION; ORDER**

1. Aptos Public Library, 7695 Soquel Dr. (2024)
2. Christ Lutheran Church, 10707 Soquel Dr. (2010)
3. Community Methodist Church, 221 Thunderbird Dr. (2033/2052)
4. Rio Del Mar Fire House, 300 Bonita Dr. (2032)
5. Sesnon House – Cabrillo College, 6500 Soquel Dr. (2048)
6. St. Andrews Presbyterian Church, 9850 Monroe Ave. (2054)
7. Valencia Hall, 2555 Valencia Rd. (2055/2068)
8. Boulder Creek Country Club, 16901 Big Basin Hwy. (5018)
9. Boulder Creek Fire House, 13230 Hwy. 9 (5019)
10. Boulder Creek Public Library, 13390 West Park Ave. (5016)
11. Davenport Fire & Rescue, 75 Marine View Ave. (3002)
12. Christ Child Church, 23230 Summit Rd. (1037)
13. Mountain Bible Church, 23946 Summit Rd. (5051)
14. College X – Namaste Lounge, 600 McLaughlin Dr. (3169)
15. Santa Cruz County Personnel, 1430 Freedom Blvd. (4364/4365)
16. Crown College-Merrill Comm. Rm., 400 McLaughlin Dr. (3163)
17. Garfield Park Christian Church, 111 Errett Circle (3114/3129)
18. Garfield Park Village – Scott Hall, 721 Bay St. (3115)
19. Harvey West Club & Scout House, 326 Evergreen St. (5052/5101)
20. Loudon Nelson Center – (Rm. 6 & 7), 301 Center St. (3121/3122)

21. Porter College Apartments - I Lounge, 301 Heller Dr. (3165 /3166)
22. Santa Cruz Community Church, 411 Roxas St. (3171)
23. Santa Cruz County Health Center, 1080 Emeline Ave. (1016/1048/1113/5108)
24. Santa Cruz Gardens Elementary, 8005 Winkle Ave. (1035)
25. Seventh Day Adventist Church, Sundean Hall, 1032 Cayuga St. (3146)
26. Stevenson College – Silverman Conf., 101 McLaughlin Dr. (5162)
27. Veterans of Foreign Wars Post 7263, 2259 7th Ave. (1011)
28. City of Scotts Valley Comm. Ctr., 360 Kings Village Rd. (5405/5407/5408)
29. Heavenly Café, 1210 Mt. Hermon Rd. (5045)
30. New Hope Church, 4001 Granite Creek Rd. (5413)
31. Scotts Valley City Hall, Council Chambers, 1 Civic Center Dr. (5403)
32. Scotts Valley Fire Station 3, 251 Glenwood Dr. (5406)
33. Scotts Valley High School, 555 Glenwood Dr. (5033)
34. Congregational Church of Soquel, 4951 Soquel Dr. (1041/1060)
35. Soquel High School, 401 Old San Jose Rd. (1045)
36. Amesti Elementary School, 25 Amesti Rd. (4016)

**EXHIBIT C TO ENFORCEABLE SETTLEMENT AGREEMENT AND  
STIPULATION; ORDER**

1. Aptos Public Library, 7695 Soquel Dr. (2024)
2. Christ Lutheran Church, 10707 Soquel Dr. (2010)
3. Community Methodist Church, 221 Thunderbird Dr. (2033/2052)
4. First Baptist Church-Fellowship, 7565 Sunset Way (2023)
5. Rio Del Mar Fire House, 300 Bonita Dr. (2032)
6. Sesnon House – Cabrillo College, 6500 Soquel Dr. (2048)
7. St. Andrews Presbyterian Church, 9850 Monroe Ave. (2054)
8. Valencia Hall, 2555 Valencia Rd. (2055/2068)
9. Boulder Creek Community Church, 12465 Hwy. 9 (5011)
10. Boulder Creek Fire House, 13230 Hwy. 9 (5019)
11. Boulder Creek Public Library, 13390 West Park Ave. (5016)
12. Redwood Elementary School, 16900 Hwy. 9 (5020/5021)
13. Christian Science Society, 187 Laurel Dr. (5004)
14. Zayante Fire Protection District, 7700 E Zayante Rd. (5014/5015)
15. Christ Child Church, 23230 Summit Rd. (1037)
16. Skyland Community Church, 25100 Skyland Rd. (1038)
17. Holy Cross Hall, 170 High St. (3140/3143)
18. College X – Namaste Lounge, 600 McLaughlin Dr. (3169)
19. Santa Cruz County Personnel, 1430 Freedom Blvd. (4364/4365)
20. Crown College-Merrill Comm. Rm., 400 McLaughlin Dr. (3163)

21. Harvey West Club & Scout House, 326 Evergreen St. (5052/5101)
22. Pleasure Point Community Church, 761 26th Ave. (1017/1019)
23. Porter College Apartments - I Lounge, 301 Heller Dr. (3165 /3166)
24. Quaker Meeting House, 225 Rooney St. (1101/1103)
25. Santa Cruz Community Church, 411 Roxas St. (3171)
26. Santa Cruz County Health Center, 1080 Emeline Ave. (1016/1048/1113/5108)
27. Santa Cruz Gardens Elementary, 8005 Winkle Ave. (1035)
28. Seventh Day Adventist Church, Sundean Hall, 1032 Cayuga St. (3146)
29. Stevenson College – Silverman Conf., 101 McLaughlin Dr. (5162)
30. United Methodist Church, 2091 17th Ave. (1009/1010)
31. City Of Scotts Valley Comm. Ctr., 360 Kings Village Rd. (5405/5407/5408)
32. Heavenly Café, 1210 Mt. Hermon Rd. (5045)
33. New Hope Church, 4001 Granite Creek Rd. (5413)
34. Oak Tree Villa, 100 Lockwood Lane (5038/5402))
35. Scotts Valley City Hall, Council Chambers, 1 Civic Center Dr. (5403)
36. Scotts Valley Fire Station 3, 251 Glenwood Dr. (5406)
37. Scotts Valley High School, 555 Glenwood Dr. (5033)
38. Congregational Church of Soquel, 4951 Soquel Dr. (1041/1060)
39. Soquel High School, 401 Old San Jose Rd. (1045)
40. Sweets In The Nude, 3131 Soquel Dr. (1027)

**EXHIBIT D TO ENFORCEABLE SETTLEMENT AGREEMENT AND  
STIPULATION; ORDER**

1. Aptos Public Library, 7695 Soquel Dr. (2024)
2. Christ Lutheran Church, 10707 Soquel Dr. (2010)
3. Community Methodist Church, 221 Thunderbird Dr. (2033/2052)
4. First Baptist Church-Fellowship, 7565 Sunset Way (2023)
5. Resurrection Church, 7600 Soquel Dr. (2025/2030/2031)
6. Rio Del Mar Fire House, 300 Bonita Dr. (2032)
7. Sesnon House – Cabrillo College, 6500 Soquel Dr. (2048)
8. St. Andrews Presbyterian Church, 9850 Monroe Ave. (2054)
9. Valencia Hall, 2555 Valencia Rd. (2055/2068)
10. Ben Lomond Fire House-Meeting, 9430 Hwy. 9 (5023)
11. Boulder Creek Community Church, 12465 Hwy. 9 (5011)
12. Boulder Creek Country Club, 16901 Big Basin Hwy. (5018)
13. Boulder Creek Fire House, 13230 Hwy. 9 (5019)
14. Boulder Creek Public Library, 13390 West Park Ave. (5016)
15. Redwood Elementary School, 16900 Hwy. 9 (5020/5021)
16. Best Western Capitola Inn, 1435 41st Ave. (1022/1201)
17. Davenport Fire & Rescue, 75 Marine View Ave. (3002)
18. Christian Science Society, 187 Laurel Dr. (5004)
19. Zayante Fire Protection District, 7700 E. Zayante Rd. (5014/5015)
20. Christ Child Church, 23230 Summit Rd. (1037)

21. Las Cumbres Fire Station, 18269 Las Cumbres Rd. (5022)
22. Mountain Bible Church, 23946 Summit Rd. (5051)
23. Skyland Community Church, 25100 Skyland Rd. (1038)
24. Bonny Doon Union Elementary, Multi-Use Room, 1492 Pine Flat Rd. (3003)
25. County Office of Education, 809-H Bay Ave. (1204/2208)
26. Holy Cross Hall, 170 High St. (3140/3143)
27. College X – Namaste Lounge, 600 McLaughlin Dr. (3169)
28. Santa Cruz County Personnel, 1430 Freedom Blvd. (4364/4365)
29. Cowell College Apartments, 301 McLaughlin Dr. (3161)
30. Crown College-Merrill Comm. Rm., 400 McLaughlin Dr. (3163)
31. Depot Plaza, 119 Center St. (3123)
32. Garfield Park Christian Church, 111 Errett Circle (3114/3129)
33. Garfield Park Village – Scott Hall, 721 Bay St. (3115)
34. Harvey West Club & Scout House, 326 Evergreen St. (5052/5101)
35. Louden Nelson Center – (Rm. 6 & 7), 301 Center St. (3121/3122)
36. Museum Of Art & History, 705 Front St. (3119)
37. Oakes College – Learning Center, 150 Heller Dr. (3160)
38. Odd Fellows Lodge, In Oakwood Memorial Park, 40 Brookwood Dr. (1013/1030)
39. Pleasure Point Community Church, 761 26th Ave. (1017/1019)
40. Porter College Apartments - I Lounge, 301 Heller Dr. (3165 /3166)
41. Quaker Meeting House, 225 Rooney St. (1101/1103)
42. Roundtree Recreation Room, 201 Nobel Dr. (3103)

43. Santa Cruz Bible Church, 440 Frederick St. (3145/3148)
44. Santa Cruz Community Church, 411 Roxas St. (3171)
45. Santa Cruz County Health Center, 1080 Emeline Ave. (1016/1048/1113/5108)
46. Santa Cruz Gardens Elementary, 8005 Winkle Ave. (1035)
47. Ann Soldo Elementary School Library, 1140 Menasco Dr. (4372)
48. Seventh Day Adventist Church, Sundean Hall, 1032 Cayuga St. (3146)
49. Shrine of Joseph Guardian Redeemer, 544 W. Cliff Dr. (3130)
50. Simpkins Family Swim Center, 979 17th Ave. (1002/1004/1005/1006)
51. Stevenson College – Silverman.Conf., 101 McLaughlin Dr. (5162)
52. United Methodist Church, 2091 17th Ave. (1009/1010)
53. Veterans of Foreign Wars Post 7263, 2259 7th Ave. (1011)
54. City of Scotts Valley Comm. Ctr., 360 Kings Village Rd. (5405/5407/5408)
55. Heavenly Café, 1210 Mt. Hermon Rd. (5045)
56. New Hope Church, 4001 Granite Creek Rd. (5413)
57. Oak Tree Villa, 100 Lockewood Lane (5038/5402))
58. Scotts Valley City Hall, Council Chambers, 1 Civic Center Dr. (5403)
59. Scotts Valley Fire Station 3, 251 Glenwood Dr. (5406)
60. Scotts Valley High School, 555 Glenwood Dr. (5033)
61. Congregational Church of Soquel, 4951 Soquel Dr. (1041/1060)
62. First Church of Christ Scientist Soquel, 3200 Center St. (1029)
63. Soquel High School, 401 Old San Jose Rd. (1045)
64. Sweets In The Nude, 3131 Soquel Dr. (1027)

65. Alianza Charter School, 115 Casserly Rd. (4026)
66. Amesti Elementary School, 25 Amesti Rd. (4016)
67. Corralitos Community Center, 35 Browns Valley Rd. (2004)
68. Green Valley Christian Center, 376 S. Green Valley Rd. (4331/4341)
69. Lakeview Middle School Gym, 2350 E. Lake Ave. (4007)
70. Landmark Elementary School, 235 Ohlone Parkway (4344)
71. Pajaro Valley Comm Health Trust, 85 Nielson St. (2331/4333)
72. Pajaro Village Recreation Room, 739 Bronte Ave. (4373/4374)
73. Pinto Lake Mobile Estates, 789 Green Valley Rd. (2008)
74. Rolling Hills Middle School – Library, 130 Herman Ave. (4345)
75. Valley Heights – Sr. Rental, 925 Freedom Blvd. (4354)
76. VFW Post 1716 (Main Hall), 1960 Freedom Blvd. (2013)