

**SETTLEMENT AGREEMENT BETWEEN**  
**THE UNITED STATES OF AMERICA**  
**AND**  
**THE CITY AND COUNTY OF DENVER, COLORADO**  
**UNDER THE AMERICANS WITH DISABILITIES ACT**  
**DJ # 204-13-298**

**I. BACKGROUND**

**A. SCOPE OF THE INVESTIGATION**

The United States and the City and County of Denver, Colorado (“Denver”) enter into this agreement under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the regulation implementing title II of the ADA, 28 C.F.R. Part 35.

The Disability Rights Section of the Department of Justice’s Civil Rights Division conducted this review of Denver’s compliance with the following ADA requirements:

- to conduct a self-evaluation of its services, policies, and practices by July 26, 1992, and make modifications necessary to comply with the Department of Justice’s ADA regulation, 28 C.F.R. § 35.105;
- to notify applicants, participants, beneficiaries, and other interested people of their rights and Denver’s obligations under the ADA and the Department of Justice’s regulation, 28 C.F.R. § 35.106;
- to designate a responsible employee to coordinate its efforts to comply with and carry out Denver’s ADA responsibilities, 28 C.F.R. § 35.107(a);
- to establish a grievance procedure for resolving complaints of violations of the ADA, 28 C.F.R. § 35.107(b);
- to operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C.F.R. §§ 35.149-150, by:

- delivering its services, programs, or activities in alternate ways, including, for example, redesign of equipment, reassignment of services, assignment of aides, home visits, or other methods that comply with the ADA; and/or
  - making physical changes to its buildings (required to have been made by January 26, 1992), in accordance with the regulation implementing title II of the ADA, 28 C.F.R. §§ 35.150-151, and the 1991 ADA Standards for Accessible Design (1991 ADA Standards), 28 C.F.R. Part 36, App. D (2011) or the Uniform Federal Accessibility Standards (UFAS), 41 C.F.R. § 101-19.6, App. A, and the 2010 ADA Standards for Accessible Design (2010 Standards), 28 C.F.R. § 35.104;<sup>1</sup>
- to ensure that facilities for which construction or alteration was begun after January 26, 1992, are readily accessible to and usable by people with disabilities, in accordance with 1) the Department of Justice’s ADA regulation and 2) the 1991 ADA Standards or UFAS, or the 2010 ADA Standards, as applicable, 28 C.F.R. § 35.151;
  - to ensure that communications with people with disabilities, including applicants, participants, and members of the public, are as effective as communications with others, including furnishing auxiliary aids and services when necessary, 28 C.F.R. § 35.160;
  - to provide direct access via TTY (text telephone) or computer-to-telephone emergency services, including 911 services, 28 C.F.R. § 35.162;
  - to provide information for interested people with disabilities concerning the existence and location of Denver’s accessible services, activities, and facilities, 28 C.F.R. § 35.163(a); and
  - to provide signage at all inaccessible entrances to any facility, directing users to an accessible entrance or to information about accessible facilities, 28 C.F.R. § 35.163(b).

The United States reviewed Denver’s compliance with the ADA’s new construction and alterations requirements at the following facilities constructed or altered after January 26, 1992: Animal Shelter, Blair Caldwell African American Library, Central Library, City of Axum Park, City/County Building, Eastside Human Services Building, Garland Park, Hadley Library, Justice Center (Van Cise-Simonet Detention Facility & Lindsay Flannigan Courthouse), Minoru Yasui Plaza, Montbello Central Park, Montbello Library, Permit Center, Police Department No. 2 - Superstation, Police Department No.3 - Superstation, Richard Castro Building, Rocky Mountain

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1 Section 35.104 defines the 2010 ADA Standards as the requirements set forth in appendices B and D to 36 C.F.R. part 1191 and the requirements contained in subpart D of 28 C.F.R. part 36.

Lake Park, Schlessman Family Library, Sloan's Lake Park, Smiley Library, Thomas Memorial Park, University Hills (Ross) Library, Woodbury Library, and the Wellington Webb Building.

The program access review covered those of Denver's programs, services, and activities that operate in the following facilities that were constructed prior to January 26, 1992: Barnum (Ross) Library, Bible Park, Chaffee Park, Hampden Library, Police District #4, Police District #6, Taylor Municipal Building, Silverman Park, and Veterans Park.

The United States reviewed Denver's emergency management and disaster prevention policies and Denver's sidewalk maintenance policies to evaluate whether people with disabilities have an equal opportunity to utilize these programs.

The United States reviewed Denver's Police Department's policies and procedures regarding providing effective communication to people who are deaf or hard of hearing.

## **B. JURISDICTION**

1. The ADA applies to Denver because it is a "public entity" as defined by title II. 42 U.S.C. § 12131(1).
2. The United States is authorized under 28 C.F.R. Part 35, Subpart F, to determine the compliance of Denver with title II of the ADA and the Department of Justice's title II implementing regulation, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing title II of the ADA.
3. Based on its review of Denver's programs, services, activities, and facilities, the United States has concluded that qualified individuals with disabilities may, by reason of such disabilities, be excluded from participation in or denied the benefits of Denver's programs, services, or activities or subjected to discrimination in violation of the ADA. The agreed upon remedial actions, below, are intended to remedy any such violations.
4. On January 20, 2016, Denver and the Civil Rights Education and Enforcement Center reached a separate agreement addressing accessible sidewalks and curb ramps in Denver. *See Order Granting Certification of a Class for Settlement Purposes Only and Preliminary Approval of Settlement Agreement, Denny v. City of Denver*, No. 2016-CV-30247 (Colo. Dist. Ct. Denver Cty. Mar, 9, 2016). Accordingly this Agreement does not address Denver's sidewalks and curb ramps.
5. Denver's agreement to take such remedial actions is not an admission of any violation or liability, and any violation or liability by Denver is hereby expressly denied.

6. In order to avoid the burdens and expenses of a further investigation and possible litigation, the parties enter into this Agreement.
7. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter regarding paragraphs 8 through 65 except as provided in the section entitled "Implementation and Enforcement."

## **II. ACTIONS TAKEN BY DENVER**

8. Denver represents that it has taken actions to comply with the ADA, including the following:
  - a. Denver has adopted the Notice under the ADA provision (See Attachment A), and has begun posting this Notice in its public buildings.
  - b. Denver has (i) maintained a full time ADA Coordinator position since 1990, and; (ii) maintains key personnel in major departments, including an ADA Coordinator in the Human Resources Department. Denver's current ADA Coordinator is a full-time employee for Denver's Human Rights and Community Partnership.
  - c. Denver has had (i) an ADA Grievance Procedure in place since 2003, which is available in the Office of Disability Rights which is located at 201 W. Colfax, Department 1102, Denver, CO 80202. The ADA Grievance Procedure is provided both in written form and on the website, and meets the requirements set forth by the ADA, and (ii) provides citizens access to the grievance procedure either by telephone at (720) 913-8480, by email at [disabilityaccess@denvergov.org](mailto:disabilityaccess@denvergov.org) or by fax at (720) 913-8470.
  - d. For more than 25 years, Denver has employed a full-time sign language interpreter. Under the direction of the Director of the Denver Office of Sign Language Services, Denver provides access to and use of qualified sign language and oral interpreters, qualified readers, amplified listening devices, and real-time transcription services. Denver also uses braille material supplied by the National Federation of the Blind.
  - e. Denver represents that its 911 consoles and call stations (i) receive and respond to TTY communications effectively with an analog TTY or computer equivalent; (ii) 911 receives emergency information via text pager and email; (iii) Denver has written procedures for answering 911 calls that include training all call takers to use a TTY or computer equivalent to take 911 calls, to recognize a "silent" open line as a potential TTY call; (iv) 911 ensures that TTY calls are answered as quickly as other calls received; and (v) Denver has in place TTY call-taking procedures for 911 call takers' performance evaluations.
  - f. Denver represents that all of its polling places and drop off sites have (i) ADA

compliant accessible voting machines; (ii) Denver makes voter registration materials available in alternate formats, including Braille, large print, audio tape and accessible electronic format, and; (iii) Denver has an annual required training program for all polling place workers on the rights of people with disabilities and the practical aspects of assuring those rights, which training covers the need to maintain the physical accessibility of polling locations, how to assist people with disabilities, as necessary, and how to operate any non-standard voting equipment.

- g. Denver has (i) designated an employee as the web accessibility coordinator for Denver who is responsible for coordinating Denver's compliance with ADA requirements, which employee has experience in WCAG 2.0, ADA and general accessibility standards; and (ii) has retained an independent consultant, with the required qualifications, to be responsible for an annual accessibility evaluation.
- h. The Denver Office of Emergency Management Homeland Security (OEMHS) is using the ADA Tool Kit (at <https://www.ada.gov/pcatoolkit/toolkitmain.htm>) during its revision of its Emergency Operations Plan.
- i. The Denver Sheriff's Department and the Denver Police Department represent that they have adopted policies that comply with ADA requirements regarding effective communication with people who are deaf and/or hard of hearing. Denver utilizes Relay Colorado, Video Relay Services and contracts with local qualified sign language interpreters to be available twenty-four hours every day to its sheriff and police departments.
- j. In its domestic violence prevention programs, Denver provides written information in alternate formats, including large print, audio recording and electronic formats; Denver enters into contracts or makes other arrangements with qualified sign language and oral interpreters to ensure their availability when required for effective communication with people who are deaf or hard of hearing; Denver utilizes Relay Colorado for its hotline for telephone calls of an emergency nature.
- k. Denver has implemented text-to-911 service for callers in the Denver Public Safety Answering Point.

### **III. REMEDIAL ACTION**

#### **A. NOTIFICATION**

9. Within two (2) months of the effective date of this Agreement, Denver will distribute the attached Notice under the ADA, Attachment A (Notice) to all its agency heads; publish the Notice in a local newspaper of general circulation serving Denver; post the Notice on its Internet Home Page; and post the Notice in conspicuous locations in its public buildings. It will refresh each posted Notice, and update the contact information contained on each Notice, as necessary, during the term of this Agreement. Denver will provide the Notice to any person upon request.
10. Within three (3) months of the effective date of this Agreement, and annually thereafter, Denver will implement and send the United States its written procedures to inform interested people with disabilities of the existence and location of Denver's accessible programs, services, and activities.

#### **B. ADA COORDINATOR**

11. The Denver ADA Coordinator will coordinate Denver's efforts to comply with and carry out its responsibilities under this Agreement and the ADA, including any investigation of ADA-related complaints with the assistance of various departmental ADA liaisons. Denver will make available to all interested individuals the name, office address, and telephone number of the ADA Coordinator. Denver will maintain an ADA Coordinator for the term of this Agreement. If Denver changes who it appoints as ADA Coordinator, it will notify the United States in writing, and update the name and contact information anywhere it appears, within one (1) day of making such a change. The ADA Coordinator shall be knowledgeable about the terms of this Agreement, including the provisions that relate to the ADA. Denver's Web Accessibility Coordinator shall be knowledgeable about the terms of this agreement that relate to website accessibility.

#### **C. INDEPENDENT LICENSED ARCHITECT**

12. Denver will retain an Independent Licensed Architect (ILA), pre-approved by the United States, which approval shall not be unreasonably withheld, who is knowledgeable about the architectural accessibility requirements of the ADA. The ILA must certify that alterations, additions, or modifications made by Denver during the term of this Agreement comply with the applicable standard pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c).
13. In issuing certifications pursuant to this Agreement, Denver, in consultation with the ILA, will impartially prepare reports with photographs identifying that the violation has been remediated and will use the certification form at Attachment O. The ILA will be considered a neutral inspector for purposes of issuing certifications of compliance and will be reasonably available to the United States to discuss findings in the reports,

photographs, and certifications. The United States may also, in its discretion, provide technical assistance to the ILA throughout the term of this Agreement. Upon request by the United States, Denver will provide prior notice to the United States of inspections by the ILA to allow representatives of the United States to be present.

14. Denver will submit ILA certifications along with its reporting requirements as set forth in this Agreement.

#### **D. GRIEVANCE PROCEDURE**

15. Within three (3) months of the effective date of this Agreement, Denver will distribute its ADA Grievance Procedure to all of its agencies, and post copies of it in conspicuous locations in each of its public buildings. It will refresh each posted copy, and update the contact information contained on it, as necessary, for the term of the Agreement. Denver will provide copies to any person upon request.

#### **E. 911**

16. Denver will ensure that all appropriate employees are trained and experienced in using Relay Colorado to make and receive calls, and are trained to use text-to-911, and report to the United States the details of the trainings and employees trained.
17. Denver will monitor its incoming 911 TTY calls to ensure it answers them as quickly and accurately as other calls received, and will send the written procedures and details of the monitoring to the United States, or will provide sufficient evidence that its computerized system ensures that TTY calls are answered as quickly as other calls received.

#### **F. LAW ENFORCEMENT AND EFFECTIVE COMMUNICATION**

18. Denver will continue to contract with local qualified oral and sign language interpreters to be available twenty-four hours every day to its sheriff and police departments.

#### **G. POLLING PLACES**

19. Some Denver polling places may be owned or operated by other public entities subject to title II of the ADA or by public accommodations subject to title III of the ADA and, as such, would be subject to the obligation to provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit future enforcement action against the owners or operators of these polling places.
20. Before designating any new polling place, Denver will survey the polling place using the survey instrument at Attachment F to determine whether it has barriers to access by people with disabilities in the parking, exterior route to the entrance, entrance, interior

route to the voting area, or voting area. If Denver finds any barriers, Denver will not use the polling place until all barriers have been remedied.

21. Within one (1) year of the effective date of this Agreement, using the survey instrument at Attachment F, the ILA hired by Denver will survey all polling places not surveyed by the United States to identify barriers to access for people with disabilities in the parking, exterior route to the entrance, entrance, interior route to the voting area, and voting area. Denver will remove the ILA identified barriers at each polling place the United States did not survey and have the ILA confirm this or substitute an alternative accessible polling place before the next election occurring nine (9) months or later after the effective date of this Agreement.
22. Until all polling places in each precinct or voting district have accessible parking, accessible routes to the accessible entrance, accessible entrances, accessible interior routes to the voting area, and an accessible voting area, prior to each election, Denver will identify and widely publicize to the public, people with disabilities, and organizations serving people with disabilities the most accessible polling places in each precinct and voting district.
23. Within three (3) months of the effective date of this Agreement, Denver will provide Election Day ballots for voters with disabilities whose assigned polling place has accessibility barriers. The method for providing these opportunities may include allowing the individual to vote at another nearby accessible polling place, to vote by an absentee ballot that is accepted if postmarked on the day of the election (or picked up by election officials at the home of the voter on the same day as the election), to vote curbside at the inaccessible polling place, or to vote by any other method that affords the same opportunity as is available to others.
24. Within one (1) year of the effective date of this Agreement, the ILA hired by Denver will survey its voter registration locations for accessibility using the form at Attachment F. The ILA will report the results of this survey to the United States. If the ILA identifies barriers to access, then Denver will remove the barriers within 9 months of such identification and have the ILA verify to the United States that the barriers have been removed. In the limited circumstances that barriers cannot be removed, Denver must report to the United States its plan to provide an accessible alternative that may include allowing people to register to vote through alternative means or at alternative locations subject to the review and approval of the United States. This provision does not modify, alter, or change Denver's obligations under the National Voter Registration Act of 1993, 42 U.S.C. § 1973gg-5(a), (b).
25. Within three (3) months of the effective date of this Agreement, Denver will make all voter registration materials available in alternate formats, including Braille, large print, audio tape, and accessible electronic format (e.g., HTML).
26. Within the month prior to the next election and annually thereafter during the term of this Agreement, Denver will train poll workers on the rights of people with disabilities and



the practical aspects of assuring those rights. The training will cover, at a minimum, the need to maintain the physical accessibility of polling locations, how to assist people with disabilities, as necessary, and how to operate any non-standard voting equipment, including accessible voting systems, or accessible features of standard equipment. This provision does not modify, alter, or change Denver's obligations under the Help America Vote Act, 42 U.S.C. § 15301.

## **H. EMERGENCY MANAGEMENT PROCEDURES AND POLICIES**

27. Denver's Emergency Operations Plan (EOP) must comply with the ADA. Denver will use Chapter 7 of the Department of Justice's *ADA Best Practices Tool Kit for State and Local Government (ADA Tool Kit)* to address ADA obligations of emergency management, including planning, preparedness, evacuation, shelters, medical and social services, lodging and housing programs, recovery, and rebuilding.
28. Within 9 months of the effective date of this agreement, Denver will incorporate the provisions of Chapter 7 of the *ADA Tool Kit* into its EOP and provide a copy (including supporting documents) to the United States.
29. Denver's EOP will include the following:
  - a. procedures to solicit, receive, and use input from people with a variety of disabilities on its emergency management plan (preparation, notification, response, and clean-up).
  - b. community evacuation plans to enable people who have mobility disabilities, are blind or have low vision, are deaf or hard of hearing, have cognitive disabilities, mental illness, or other disabilities to safely self-evacuate or be evacuated by others.
  - c. if its emergency warning system uses sirens or other audible alerts, then procedures to effectively inform people who are deaf or hard of hearing of an impending disaster.
  - d. a requirement that emergency shelters have a back-up generator and a way to keep medications refrigerated (such as a refrigerator or a cooler with ice). Access to back-up power and refrigeration at such shelters will be made available to people whose disabilities require access to electricity and refrigeration, for example, for using life-sustaining medical devices, providing power to motorized wheelchairs, and preserving certain medications, such as insulin, that require refrigeration. The written procedures will include a plan for notifying people of the location of such shelters.
  - e. procedures ensuring that people who use service animals are not separated from their service animals when sheltering during an emergency, even if pets are prohibited in a shelter. The procedures will not segregate people who use service animals from others but may take into account the presence of people who, for safety or health reasons, should not be in contact with certain types of animals. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using

service animals in shelters. See, *Revised ADA Requirements: Service Animals* issued July 2010, [https://www.ada.gov/service\\_animals\\_2010.pdf](https://www.ada.gov/service_animals_2010.pdf).

- f. plans for providing equivalent opportunities for accessible post-emergency temporary housing to people with disabilities. Denver will ensure that information it makes available regarding temporary housing includes information on accessible housing (such as accessible hotel rooms within the community or in nearby communities) that could be used if people with disabilities cannot immediately return home after a disaster if, for instance, necessary accessible features such as ramps or electrical systems have been compromised.

## **I. PHYSICAL CHANGES TO EMERGENCY SHELTERS**

30. Some Denver emergency shelters may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, would be subject to the obligation to provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit future enforcement action against the owners or operators of these emergency shelters.
31. Within six (6) months of the effective date of this Agreement, Denver will request in writing that each of the owners and operators of the shelter facilities that have barriers to accessibility under the ADA will remove the barriers to access for people with disabilities. The request will specify that the remediation be completed within one (1) year of the effective date of this Agreement. Denver will simultaneously send a courtesy copy of the request to the United States.
32. Within one (1) year of the effective date of this Agreement, the ILA will survey the shelters used by Denver to determine whether the noted barriers have been removed. If not all barriers have been removed, Denver will identify within eighteen (18) months of the effective date of this Agreement an appropriate number of alternate accessible shelters as confirmed by the ILA using the survey instrument entitled ADA Checklist for Emergency Shelters, Attachment N.
33. Within three (3) months of the effective date of this Agreement and until all emergency shelters are accessible as confirmed by the ILA, Denver will identify and widely publicize to the public and to people with disabilities the most accessible emergency shelters.

## **J. WEB-BASED SERVICES AND PROGRAMS**

34. Within three (3) months of the effective date of this Agreement, Denver will:
- a. Maintain an employee as the web accessibility coordinator for Denver who will be responsible for coordinating Denver's compliance with the requirements of Section M of this Agreement. The web accessibility coordinator shall have experience with the requirements of title II of the ADA, the Web Content Accessibility Guidelines (WCAG) 2.0, and website accessibility generally; and
  - b. Retain an independent consultant, approved by the United States, who is knowledgeable about accessible website development, title II of the ADA, and WCAG 2.0 to evaluate Denver's website and any proposed online services for compliance with the ADA and, at minimum, WCAG 2.0 Level A and Level AA Success Criteria and other Conformance Requirements (WCAG 2.0 AA), and who shall be responsible for the annual website accessibility evaluation. Denver will bear all costs and expenses of retaining and utilizing this independent consultant, including the costs and expenses of any staff. Denver will compensate this independent consultant without regard to the outcome.
35. Within three (3) months of the effective date of this Agreement, and annually thereafter, Denver will:
- a. Adopt, implement, and post online a policy that its web pages will comply with WCAG 2.0 AA, published by the World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), available at [www.w3.org/TR/WCAG](http://www.w3.org/TR/WCAG);
  - b. Distribute the policy to all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;
  - c. Provide training to website content personnel on how to conform all web content and services with, at minimum, WCAG 2.0 AA, title II of the ADA, and the terms of this Agreement;
  - d. Incorporate provisions ensuring that all of Denver's webpages comply with WCAG 2.0 AA into the performance evaluations of the web accessibility coordinator and all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;
  - e. Assess all existing web content and online services for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests of its website and all online services, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, individuals

who are deaf, and individuals who have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers;

- f. Provide a notice, prominently and directly linked from its homepage, instructing visitors to its websites on how to request accessible information. The link shall provide several methods to request accessible information, including an accessible form to submit feedback, an email address, how to text to 9-1-1, and a toll-free phone number (with TTY), to contact personnel knowledgeable about the accessibility of the website; and
  - g. Provide a notice, prominently and directly linked from its homepage, soliciting feedback from visitors to its websites on how to improve website accessibility. The link shall provide several methods to provide feedback, including an accessible form to submit feedback, an email address, how to text to 9-1-1, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website.
36. Within six (6) months of the effective date of this Agreement, Denver will:
- a. Ensure that its websites and all online services, including those websites or online services provided by third parties upon which Denver relies to provide services or content, comply with, at minimum, WCAG 2.0 AA; and
  - b. Assess all proposed online services before they are made available to the public for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, individuals who are deaf, and individuals who have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers.

#### **K. NEW CONSTRUCTION, ALTERATIONS, AND PHYSICAL CHANGES TO FACILITIES**

- 37. Any construction or alterations to Denver buildings and facilities by it or on its behalf will fully comply with the requirements of 28 C.F.R. § 35.151, including applicable architectural accessibility standards.
- 38. The parts of a Denver facility that do not comply with the 2010 ADA Standards (or the 1991 ADA Standards, or UFAS, as applicable), as listed in Attachments I, J, and K, may prevent people with disabilities from fully and equally enjoying Denver's services, programs, or activities and may constitute discrimination on the basis of disability within the meaning of 42 U.S.C. § 12132 and 28 C.F.R. §§ 35.149-35.151.
- 39. All architectural changes by Denver or on its behalf made on or after March 15, 2012, must comply with the 2010 ADA Standards.

40. In the event that Denver has already undertaken an alteration, addition, or other modification to any element identified in Attachments or otherwise after January 26, 1992, and prior to the Effective Date of this Agreement, Denver will submit, within one (1) year a written report to the ILA and the United States pursuant to paragraph 43 below summarizing the actions taken and providing evidence establishing each individual element’s compliance with the applicable architectural standard as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below:

Date of Construction or Alteration	Applicable Standards
Before September 15, 2010	1991 ADA Standards or UFAS
On or after September 15, 2010, and before March 15, 2012	1991 ADA Standards, UFAS, or 2010 ADA Standards
On or after March 15, 2012	2010 ADA Standards

41. Within six (6) months of the effective date of this Agreement, Denver will have the ILA survey all facilities that are the subject of this Agreement for the purpose of identifying those facilities that have multiple entrances not all of which are accessible. Also within six (6) months of the effective date of this Agreement, Denver will install directional signage at all inaccessible entrances to each of its facilities and will place the international symbol for accessibility at each accessible entrance to a facility, in accordance with 28 C.F.R. § 35.163(b).
42. Newly Constructed Facilities: Within 36 months of the effective date of this Agreement, Denver will take the remedial actions listed in Attachment I, with “Completion Dates” of 36 months or less, as indicated in Attachment M, to make the newly constructed parts of such Denver facilities for which construction was commenced after January 26, 1992, readily accessible to and usable by people with disabilities. Within one (1) year of the effective date of this Agreement, Denver will submit to the United States a proposed plan for completion of the remedial actions listed in Attachment I with “Completion Dates” of greater than 36 months.
43. Altered Facilities: Within 36 months of the effective date of this Agreement, Denver will take the remedial actions listed in Attachment J, with “Completion Dates” of 36 months or less, as indicated in Attachment M, to make the altered parts of such Denver facilities for which alterations commenced after January 26, 1992, readily accessible to and usable by people with disabilities. Within two (2) years of the effective date of this Agreement, Denver will submit to the United States a proposed plan for completion of the remedial actions listed in Attachment J with “Completion Dates” of greater than 36 months.
44. Program Access in Existing Facilities: Within 36 months of the effective date of this Agreement, Denver will take the remedial actions listed in Attachment K, with

“Completion Dates” of 36 months or less, as indicated in Attachment M, to make each of Denver’s programs, services, and activities operating at a listed facility that is the subject of this Agreement, when viewed in its entirety, readily accessible to and usable by people with disabilities. Within one (1) year of the effective date of this Agreement, Denver will submit to the United States a proposed plan for completion of the remedial actions listed in Attachment K with “Completion Dates” of greater than 36 months.

45. Facilities and Programs that the United States Did Not Survey: Denver submitted a budget request and made an appropriation for FY 2018 sufficient to fund the completion of the ILA report. Within twelve (12) months of the effective date of this Agreement, Denver will have the ILA survey and review its newly constructed, altered and existing facilities housing Denver programs as of January 1, 2018 that have not been surveyed by the United States and submit to the United States a detailed report from the ILA listing the access issues identified during the ILA’s review completed at the time of the report, together with the corrective actions and completion dates proposed to resolve such issues. The survey conducted, the access issues identified, and the corrective actions and completion dates proposed will be consistent with: the requirements of title II of the ADA; the review of Denver facilities and programs conducted by the United States for purposes of this Agreement; and the access issues, corrective actions, and completion dates reflected in Attachments I, J, K, and M. Within 30 months of the effective date of this Agreement, Denver agrees to enter into a supplemental Settlement Agreement with the United States to correct the ADA violations identified by the ILA in the ILA report.
46. By May 15, 2018, Denver will request \$2.5 million for FY 2019 earmarked for remediation of issues identified in the ILA report as described in paragraph 45.

**L. PROGRAMS FOR VICTIMS OF  
DOMESTIC VIOLENCE AND ABUSE**

47. If Denver owns or operates any programs that provide shelter, counseling, or other assistance or supportive services to victims of domestic violence or abuse and their families (hereafter referred to as Domestic Violence Programs), within twelve (12) months of the effective date of this Agreement, it will do the following:
  - a. Ensure that whatever written information is provided regarding its Domestic Violence Programs will also be provided in alternate formats, including Braille, large print, audio recording, and electronic formats (*e.g.*, HTML), upon request.
  - b. Enter into contracts or make other arrangements with qualified sign language and oral interpreters to ensure their availability when required for effective communication with people who are deaf or hard of hearing. The type of aid that will be required for effective communication will depend on the individual’s usual method of communication, and the nature, importance, and duration of the communication at issue. In many circumstances, oral communication supplemented by gestures and visual aids, an exchange of written notes, use of a computer, or use of an assistive

- listening device may be effective. In other circumstances, qualified sign language or oral interpreters are needed to communicate effectively with people who are deaf or hard of hearing. The more lengthy, complex, and important the communication, the more likely it is that a qualified interpreter will be required for effective communication with a person whose primary means of communication is sign language or lip reading.
- c. Ensure that if Denver's Domestic Violence Programs operate a hotline to take telephone calls of an emergency nature, Denver shall provide equivalent service for people who use TTYs, including providing direct-connection service for TTY users with hotline operators. Denver will obtain the necessary equipment, establish the written procedures, and provide the training necessary to ensure effective communication by hotline staff with callers who use the Colorado Relay Services.
  - d. Ensure that the ILA survey all facilities used as shelters or designated as potential shelters or for counseling, job training, education, clothing or household provisioning, or other aspects of Domestic Violence Programs to ensure that adequate arrangements are available for potential clients and family members with disabilities, including adults and children who have mobility impairments, who are blind or have low vision, and who are deaf or hard of hearing. With respect to any such facility, Denver shall remove the barriers or, alternatively, procure another, fully accessible facility to ensure that potential clients and family members with disabilities have integrated options when participating in a sheltering or other Domestic Violence Program. Nothing in this Agreement requires any modifications that would compromise the confidentiality of a shelter or counseling center. Until there is a sufficient stock of accessible housing and other facilities within the sheltering program, Denver will implement written procedures ensuring that it has identified temporary accessible housing (such as accessible hotel rooms within the community or in nearby communities) and other facilities that could be used if people with disabilities need sheltering or in service access to a Domestic Violence Program. The cost to potential clients of being housed or otherwise served in alternate accessible facilities shall not exceed any costs normally attributed to clients of Denver's Domestic Violence Programs.
  - e. Implement written procedures and modify, as appropriate, eligibility criteria, to ensure that no person with a disability is turned away from a shelter or otherwise denied the opportunity to benefit from the services of Denver's Domestic Violence Programs on the basis of disability.
  - f. Implement written procedures to ensure that people with disabilities who use service animals are not denied or discouraged from participating in Domestic Violence Programs, are able to be housed and served in an integrated environment, and are not separated from their service animals while participating in Denver's Domestic Violence Programs even if pets are not permitted in a facility where such a program is conducted. The procedures will not unnecessarily segregate people who use service animals from others but may take into account the potential presence of people who,

- for safety or health reasons, should not be in contact with certain types of animals. If Denver's Domestic Violence Programs require clients to make any payments for shelter or other services they provide, clients shall not be required to make additional payments because they or their family members use service animals.
- g. Implement written procedures to ensure that reasonable modifications are made to Denver's Domestic Violence Programs when necessary for a client or family member with a disability to participate in such programs, unless doing so would fundamentally alter the nature of the program.
  - h. Implement written policies to ensure that despite any "drug-free" policy of Denver's Domestic Violence Programs, people with disabilities who use medication prescribed for their use are able to continue using such medication while participating in such programs or being housed in a shelter.
48. If Denver contracts with another entity to provide Domestic Violence Programs, it will ensure that the other entity complies with the provisions in paragraph 47 (a)-(h) on its behalf. If that entity will not comply with the provisions, Denver will nonetheless take all necessary steps to ensure that its program is accessible to people with disabilities.
49. Some of Denver's shelters may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, would be subject to the obligation to provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these facilities by any person or entity, including the Department.
50. This Agreement shall not be construed to require Denver to divulge confidential information relating to the location or existence of any Domestic Violence Programs, beyond what is otherwise required by applicable law or what is necessary for the Department to effectively enforce this Agreement.

#### **IV. MISCELLANEOUS PROVISIONS**

51. Except as otherwise specified in this Agreement, six (6) months after the effective date of this Agreement and annually thereafter until it expires, Denver will submit written reports to the United States summarizing its actions pursuant to this Agreement. Reports will also include certifications and findings from the ILA retained by Denver, including photographs showing measurements, architectural plans, notices published in the newspaper, and copies of adopted policies.



52. Throughout the term of this Agreement, consistent with 28 C.F.R. § 35.133(a), Denver will maintain the accessibility of its programs, activities, services, facilities, and equipment, including routinely testing accessibility equipment and routinely auditing the accessibility of its programs and facilities. This provision, however, does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).
53. This Agreement may be executed in counterparts, each copy, email or pdf of which will be considered an original and taken together constitute one agreement.
54. Notifications or communications required or permitted to be given to any Party under this Agreement shall be given in writing by sending hard copies by overnight courier delivery, addressed as follows, or by e-mail:

For Denver:

Denver Office of Disability Rights  
201 W Colfax, Dept 1102  
Denver, CO 80202  
Fax: 720-913-8470  
E-mail: [disabilityaccess@denvergov.org](mailto:disabilityaccess@denvergov.org)

With a copy to:  
Denver City Attorney  
1437 Bannock Street, Room 353  
Denver, CO 80202

For the United States:

Felicia L. Sadler  
[Felicia.Sadler@usdoj.gov](mailto:Felicia.Sadler@usdoj.gov)  
Ame Eduardo  
[Ame.Eduardo@usdoj.gov](mailto:Ame.Eduardo@usdoj.gov)  
U.S. Department of Justice  
Civil Rights Division  
Disability Rights Section  
DJ# 204-13-298  
1425 New York Avenue, N.W.  
Fourth Floor  
Washington, DC 20005

55. Within twelve (12) months of the effective date of this Agreement, Denver will submit for pre-approval by the United States a proposed training program for all current Denver employees who have direct contact with members of the public. This training program will last at least three (3) hours and be on the requirements of the ADA and appropriate ways of serving people with disabilities. The submission will include a description of the training, the agenda, any handouts, and the name, title, and address of the trainer.
56. Within one (1) year of the effective date of this Agreement and annually thereafter following approval of the training program by the United States, all new Denver employees who have direct contact with members of the public will be trained for at least 3 hours on the requirements of the ADA and appropriate ways of serving people with disabilities. Within thirty (30) days after each training Denver will submit to the United States the list of employees trained.

## **V. IMPLEMENTATION AND ENFORCEMENT**

57. Denver may seek to modify this Agreement because of changed conditions making performance impossible by notifying the United States in writing, setting forth the modification and the facts to support it. Until the United States agrees to the modification in writing, no modification will take effect. The United States' agreement will not be unreasonably withheld.
58. The United States may review compliance with this Agreement at any time. Denver will cooperate with the United States.
59. If the United States believes that Denver has failed to comply with this Agreement, then the United States will notify Denver in writing. If, after 30 days of providing Denver with written notice of non-compliance, the United States determines that Denver has failed to come into compliance, the United States may institute a civil action in federal district court to enforce the terms of this Agreement or the ADA, and may take any other appropriate steps to enforce the ADA.
60. It is a violation of this Agreement for Denver to fail to comply in a timely manner with any of the requirements of this Agreement.
61. Failure by the United States to enforce any provision of this Agreement is not a waiver of the United States' right to enforce any provisions of this Agreement.

62. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the Parties, the Parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the Parties as closely as possible to the initially agreed upon relative rights and obligations.
63. This Agreement is a public document. Denver will provide a copy of this Agreement to any person, upon request.
64. This Agreement (including its Attachments) is the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party will be enforceable except for a separate tolling agreement extension agreed upon by the parties and attached as Attachment P. This Agreement does not remedy any other potential violations of the ADA or other federal law. This Agreement does not relieve Denver of its continuing obligation to comply with all aspects of the ADA.
65. This Agreement will remain in effect for three (3) years from the effective date.
66. The persons signing for Denver represent that they are authorized to bind Denver to this Agreement.
67. The effective date of this Agreement is the date of the last signature below.

For Denver:

/s/ Derek Okubo  
DEREK OKUBO  
Executive Director  
Agency for  
Human Rights and  
Community Partnerships  
City and County of Denver, CO

Date: 12/20/17

/s/ Mitch Behr  
MITCH BEHR  
Assistant City Attorney  
City Attorney's Office  
City and County of Denver, CO

Date: 12/20/17

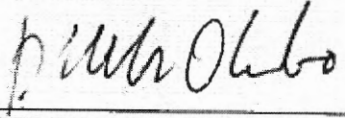
For the United States:

JOHN M. GORE  
Acting Assistant Attorney General  
Civil Rights Division  
REBECCA B. BOND  
Acting Deputy Assistant Attorney General  
Civil Rights Division  
ANNE S. RAISH  
Acting Chief  
KATHLEEN WOLFE  
Special Legal Counsel  
KEVIN J. KJEWSKI  
Deputy Chief  
Disability Rights Section  
Civil Rights Division

/s/ Felicia L. Sadler  
FELICIA L. SADLER, Attorney  
Disability Rights Section - NYA  
Civil Rights Division  
U.S. Department of Justice  
Washington, DC 20035-6738  
(202) 353-2289

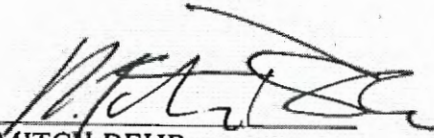
Date: 1/8/18

For Denver:



**DEREK OKUBO**  
Executive Director  
Agency for  
Human Rights and  
Community Partnerships  
City and County of Denver, CO

Date: 12/20/17



**MITCH BEHR**  
Assistant City Attorney  
City Attorney's Office  
City and County of Denver, CO

Date: 12/20/17

For the United States:

**JOHN M. GORE**  
Acting Assistant Attorney General  
Civil Rights Division  
**REBECCA B. BOND**  
Acting Deputy Assistant Attorney General  
Civil Rights Division  
**ANNE S. RAISH**  
Acting Chief  
**KATHLEEN WOLFE**  
Special Legal Counsel  
**KEVIN J. KIJEWski**  
Deputy Chief  
Disability Rights Section  
Civil Rights Division



**FELICIA L. SADLER, Attorney**  
Disability Rights Section - NYA  
Civil Rights Division  
U.S. Department of Justice  
Washington, DC 20035-6738  
(202) 353-2289

Date: 1-8-18