

**SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND THE NATIONAL MUSEUM OF CRIME AND PUNISHMENT
UNDER TITLE III OF THE AMERICANS WITH DISABILITIES ACT
DJ No. 202-16-189**

A. BACKGROUND

1. The parties to this Settlement Agreement are the United States of America and the National Museum of Crime and Punishment, which is located in Washington, D.C.
2. This Settlement Agreement ("Agreement") resolves an investigation and compliance review conducted by the United States Department of Justice ("Department") of the National Museum of Crime and Punishment ("NMCP") under Title III of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12181-12189 ("ADA"). Based on the Department's investigation and compliance review, the Department found that the NMCP failed to make all of its exhibits, public programs, and other offerings accessible to individuals with disabilities, and failed to furnish appropriate auxiliary aids and services to ensure effective communication with patrons with disabilities.
3. In order to avoid litigation, the parties agree to the terms of this Agreement. These terms are intended to redress the violations of the ADA that have been identified by the Department.

B. JURISDICTION

4. The NMCP is a privately owned museum dedicated to the history of criminology and penology including the history of crime, law enforcement, forensic science, and crime scene investigation (CSI). It is located at 575 Seventh Street, NW, in Washington, DC.
5. In its facilities, the NMCP operates galleries devoted to staged crime scenes, an interactive crime solving exhibit through forensic science techniques, a mock police station, and authentic artifacts such as an electric chair, a gas chamber, prison art, and a jail cell, as well as a museum shop. The NMCP is a place of public accommodation subject to the requirements of Title III of the ADA and its implementing regulation. 42 U.S.C. §§ 12181(7), 12182; 28 C.F.R. Part 36.
6. Public accommodations, such as the NMCP, are required to provide full and equal enjoyment of their goods, services, facilities, privileges, advantages, and accommodations in the most integrated setting appropriate to people with disabilities. 42 U.S.C. §§ 12182(a), (b)(1)(B); 28 C.F.R. §§ 36.201, 36.203(a).

Specifically, public accommodations must:

- a. Ensure that no individual is discriminated against on the basis of disability in the full and equal enjoyment of their goods, services, facilities, privileges, advantages, or accommodations. 42 U.S.C. §§ 12182; 28 C.F.R § 36.201(a);
 - b. Make reasonable modifications in policies, practices, or procedures, when the modifications are necessary to afford goods, services, facilities, privileges, advantages, or accommodations to people with disabilities, unless the public accommodation can demonstrate that making the modifications would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations. 42 U.S.C. §§ 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a);
 - c. Ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the public accommodation can demonstrate that taking those steps would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations being offered or would result in an undue burden. 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303;
 - d. Ensure that all of its newly constructed or altered buildings and facilities, including exhibits, are readily accessible to, and usable by, people with disabilities. 42 U.S.C. § 12183(a); 28 C.F.R. §§ 36.401(a)(1), 36.402 (a)(1).
7. The Attorney General is authorized to conduct periodic compliance reviews of public accommodations under the ADA. 42 U.S.C. § 12188(b)(1)(A)(i); 28 C.F.R. § 36.502(c).
 8. The Attorney General is further authorized to commence a civil action in a United States district court when he has reasonable cause to believe there is a pattern or practice of discrimination or discrimination that raises an issue of general public importance, and may seek injunctive relief, monetary damages, and civil penalties. 42 U.S.C. §§ 12188(b)(1)(B), 12188(b)(2); 28 C.F.R. §§ 36.503, 36.504.

C. APPLICABLE STANDARDS

9. The NMCP is housed in a building altered for use as a museum after January 26, 1992. Any alteration to a place of public accommodation, such as the NMCP, after that date, shall be made so as to ensure that, to the maximum extent feasible, the altered portions of

the facility are readily accessible to and usable by people with disabilities. 42 U.S.C. § 12183(a); 28 C.F.R. § 36.402(a)(1).

10. For purposes of this Agreement, the term "*1991 Standards*" means requirements set forth in the ADA Standards for Accessible Design, originally published on July 26, 1991, and republished as Appendix D to 28 C.F.R. Pt. 36. 28 C.F.R. § 36.104.
11. For purposes of this Agreement, the term "*2010 Standards*" means the 2010 ADA Standards for Accessible Design, which consists of Appendices B and D to 36 C.F.R. Pt. 1191 (2009), and the requirements contained in subpart D of 28 C.F.R. Pt. 36. 28 C.F.R. § 36.104.
12. The Department began this investigation and conducted architectural surveys of the NMCP before the 2010 Standards took effect. The Department's analysis as to whether the NMCP is in compliance with the ADA is based on the 1991 Standards. As 28 C.F.R. § 36.406(a)(5)(ii) makes clear, the 2010 Standards apply to determine the remedial actions the NMCP must take.

D. FINDINGS BY THE UNITED STATES

13. Beginning in May 2011, the Department, with the cooperation of the NMCP, conducted a compliance review, under Title III and the Department's implementing regulation, 28 C.F.R. Pt. 36, to assess the accessibility of the NMCP to patrons with disabilities.
14. Based on that compliance review, the Department found that the NMCP failed to alter its facilities in a manner that is readily accessible to and usable by people with disabilities. Barriers include, but are not limited to:
 - Protruding objects throughout the facility;
 - Inaccessible routes to certain exhibits;
 - Toilet rooms with inaccessible features such as high thresholds at entry doors and insufficient toe clearance at the designated wheelchair accessible stall.
15. The Department further determined that the NMCP failed to make all of its exhibits, public programs, and other offerings accessible, and failed to furnish appropriate auxiliary aids and services to ensure effective communication with patrons with disabilities in several ways, including but not limited, to the following:
 - Auxiliary aids and services are not provided for patrons who are blind or have low vision in all public programs, media, and exhibits;

- Auxiliary aids and services are not provided for patrons who are deaf or hard of hearing in all public programs, media, and exhibits;
 - The NMCP website lacks features that allow individuals with disabilities who require assistive technologies to access information, links, ticket purchases, and online shopping. Controls on interactive multimedia exhibits and technologies are not all within the reach range of patrons who use wheelchairs or are of short stature.
16. Based on its investigation and compliance review, the Department made a series of findings regarding the NMCP's lack of accessibility to people with disabilities. These findings are listed in Appendix 1.

E. TERMS OF AGREEMENT

17. The NMCP shall ensure that no individual is discriminated against on the basis of disability in the full and equal enjoyment of its goods, services, facilities, privileges, advantages, or accommodations. 42 U.S.C. §§ 12182 --12183; 28 C.F.R. § 36.201(a).
18. The NMCP shall provide full and equal enjoyment of its goods, services, facilities, privileges, advantages, and accommodations in the most integrated setting appropriate to people with disabilities. 42 U.S.C. § 12182(b)(1)(B); 28 C.F.R. § 36.203.
19. The NMCP shall make reasonable modifications in policies, practices, or procedures, when the modifications are necessary to afford goods, services, facilities, privileges, advantages, or accommodations to people with disabilities, unless the NMCP can demonstrate that making the modifications would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations.
42 U.S.C. §12182(b)(2)(A)(ii); 28 C.F.R. § 36.302.
20. The NMCP shall furnish appropriate auxiliary aids and services where necessary to ensure effective communication with people with disabilities, unless NMCP can demonstrate that taking those steps would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations being offered or would result in an undue burden. 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303.
21. Within 120 days of the effective date of this agreement, the NMCP shall ensure that its website conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines ("WCAG") 2.0 (Dec. 11, 2008), published by the World Wide Web Consortium ("W3C"), Web Accessibility Initiative ("WAI"), available at www.w3.org/TR/WCAG.

22. The NMCP shall ensure that all of its alterations, additions, and exhibits are readily accessible to, and usable by, people with disabilities and also ensure that it designs, constructs and installs all exhibits in compliance with 42 U.S.C. § 12183(a) and 28 C.F.R. §§ 36.401-406.
23. The NMCP shall maintain in operable working condition those features of its facilities, including exhibits and equipment, required to be accessible by this Agreement or under the ADA. 28 C.F.R. § 36.211.

Remedial Measures

24. Within 12 months of the effective date of this Agreement, the NMCP shall complete the remedial measures identified in Appendix 1.
25. Within thirty (30) days of the effective date of this Agreement, the NMCP shall retain a consultant to certify that any alterations or additions to the facilities, including exhibits, comply with the requirements of the ADA and this Agreement. The consultant shall have experience in evaluating compliance with requirements of Title III of the ADA and its implementing regulation, including 42 U.S.C. §§ 12182 –12183, 28 C.F.R. Pt. 36. NMCP shall not retain the consultant without having received the prior written approval of the Department.
26. Within thirty (30) days of the effective date of this Agreement, the NMCP shall designate or hire an ADA Compliance Officer and identify this individual to the Department. NMCP shall not designate or hire an ADA Compliance Officer without having received the prior written approval of the Department. No later than sixty (60) days after the selection, the NMCP shall ensure that the ADA Compliance Officer undergoes training on the NMCP's obligations under the ADA and this Agreement, at the expense of the NMCP. The ADA Compliance Officer shall be responsible for handling disability-related complaints from the patrons of the NMCP and for ensuring the NMCP's compliance with the ADA and this Agreement.
27. Within thirty (30) days of the effective date of this Agreement, the NMCP shall develop an ADA Complaint Resolution Policy to address ADA-related complaints and shall provide a written copy of the policy to the Department for review and approval. This policy shall identify the ADA Compliance Officer, the procedure for filing complaints and the process by which complaints will be investigated and resolved. The NMCP shall implement the policy within thirty (30) days of approval by the Department.

28. Within sixty (60) days of the effective date of this Agreement, the NMCP shall train all supervisors and managers on the NMCP's obligations under the ADA and this Agreement. The NMCP shall ensure that all newly hired supervisors and managers receive this training within thirty (30) days of hire or promotion.
29. The NMCP shall provide a written report annually to the Department on its progress regarding the completion of its obligations under this Agreement, including under Section E. The report shall identify and document (e.g., with copies of construction contracts, photographs and/or design drawings) the revisions that have been made and any training of employees that has occurred (by date and the content of the training), and include copies of any ADA-related policies that the NMCP has adopted. The report shall be provided to the Department annually on the anniversary of the effective date of this Agreement, except that the last report shall be provided three months prior to the expiration of this Agreement.

F. IMPLEMENTATION AND ENFORCEMENT


30. The Department shall have the right, during the course of this Agreement and with seven (7) days notice to the NMCP, to conduct inspections of the NMCP and to request documents or photographs in order to evaluate compliance with this Agreement. The Department shall make every effort to conduct its inspections at times that are agreeable to NMCP so as to cause minimal disruption to its operations.
31. If the Department believes that the NMCP is not in compliance with this Agreement or any requirements contained herein, the Department will notify the NMCP in writing of the alleged noncompliance and attempt to seek a resolution of the matter with the NMCP. If the parties are unable to reach a resolution within thirty (30) days of the date of the Department's written notification, the Department may seek enforcement of the terms of this Agreement and/or the ADA in court. In the event a court determines that the NMCP has failed to comply with any term of this Agreement, such failure to comply shall be treated as a second violation of Title III of the ADA, and the Department may seek, and the court may assess, civil penalties as provided in 42 U.S.C. § 12188(b)(2)(C).
32. In consideration for the Agreement set forth above, the Department will not institute any civil action alleging discrimination based on the allegations raised in Paragraphs 14 -16, except as provided in Paragraph 31 above.
33. The Department's failure to enforce any provision of this Agreement shall not be construed as a waiver by the Department of any right to enforce any provisions.

34. This Agreement shall be binding upon the NMCP, and its agents and employees. In the event the NMCP seeks to transfer or assign all or part of its interests in any exhibition or facility covered by this Agreement, and the successor or assignee intends to carry on the same or similar use of the facility, as a condition of sale, the NMCP shall obtain the written accession of the successor or assignee to any obligations remaining under this Agreement for the remaining term of this Agreement.
35. All notices, demands, or other communications to be provided under this Agreement shall be in writing and delivered by email or overnight delivery to the following persons and addresses (or such other persons and addresses as any party may designate in writing from time to time):
1. For the National Museum of Crime and Punishment:
Janine Vaccarello
Chief Operating Officer
575 7th St. NW
Washington, DC 20004
(202) 393-1099

 2. For the United States:
Rebecca B. Bond, Chief
Disability Rights Section
U.S. Department of Justice
1425 New York Avenue, N.W.
Washington, DC 20005
Rebecca.Bond@usdoj.gov
36. This Agreement constitutes the entire Agreement between the parties relating to Department of Justice Case No. 202-16-189, and no other statement, promise or agreement, either written or oral, made by either party or agents of any party, that is not contained in this written Agreement, including Appendix 1, shall be enforceable.
37. If any provision 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 Department and the NMCP 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 agreed upon relative rights and obligations.

38. This Agreement does not affect the NMCP's continuing responsibility to comply with all aspects of the ADA not covered by this Agreement.
39. A signatory to this document in a representative capacity for the NMCP represents that he or she is authorized to bind NMCP to this Agreement.
40. The effective date of this Agreement is the date of the last signature below. The Agreement shall remain in effect for three years from the effective date, unless extended by written agreement of the parties.

FOR THE NMCP:

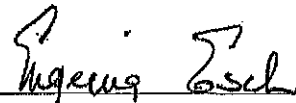


JANINE VACCARELLO
Chief Operating Officer
National Museum of Crime and Punishment

Date 1/12/15

FOR THE UNITED STATES:

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Acting Assistant Attorney General
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Date 1/13/15