

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 99-D-1193

KEVIN WILLIAMS, CARRIE ANN LUCAS, KYLE STUBBS & ROANNE KUENZLER,

Plaintiffs,

v.

THE CITY AND COUNTY OF DENVER, COLORADO,

Defendant,

v.

STAFF PRO, INC.,

Third Party Defendant.

CONSENT DECREE

1. Introduction

1.1 This Consent Decree is entered into by and between the City and County of Denver (“Denver” or “the City”), on the one hand, and Kevin Williams, Carrie Ann Lucas, Kyle Stubbs and Roanne Kuenzler (“Plaintiffs”), on the other.

1.1 The City owns and operates the Red Rocks Amphitheatre and the parking lots that serve Red Rocks Amphitheatre.

1.1 Plaintiffs are individuals with disabilities, as that term is defined in the Americans with Disabilities Act, and all use wheelchairs for mobility. Plaintiffs have patronized Red Rocks in the past and intend to do so in the future.

1.1 Plaintiffs have filed a lawsuit in the United States District Court for the District of Colorado, Civil Action No. 99-D-1193 (the “Lawsuit”), in which they allege that the City violated the Americans With Disabilities Act, 42 U.S.C. § 12101 *et seq.* and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, in its operation of Red Rocks.

1.1 The Parties now wish to effect a complete resolution and settlement of all claims, disputes and controversies relating to the allegations made by Plaintiffs in the Lawsuit.

1.1 This Decree and all Exhibits are binding on all successors and assigns of the City as to Red Rocks. Counsel for Plaintiffs will be notified in writing of the names, addresses and phone numbers of any such successors and assigns.

1.1 Except as otherwise specifically provided in this Consent Decree, the management, control, and operation of Red Rocks remains entirely within the discretion of the City.

1. **No Admission of Liability**

By agreeing to and voluntarily entering into this Consent Decree, there is no admission or concession by the City, express or implied, that it has in any way violated the Americans with Disabilities Act, the Rehabilitation Act, or any other federal, state, or local law, regulation, order, or rule. The City denies and continues to deny that it has violated any such laws pertaining to access for persons with disabilities to parking at Red Rocks. The City denies and continues to deny any and all liability to Plaintiffs for any such claims and for claims for monetary damages.

1. **Definitions**

In addition to the terms defined elsewhere in the Consent Decree, the following terms shall have the meanings set forth below. Any terms not defined herein shall have the meaning ascribed to them in the Standards for Accessible Design, 28 C.F.R. Part 36, Appendix A. Except where the following definitions are explicitly at variance with such Standards, the following definitions shall be construed consistently and in conjunction therewith.

1.1 “Access Aisle” shall refer to the aisle adjacent to an Accessible Parking Space or Van Accessible Parking Space. Access Aisles adjacent to Non-Convertible Parking Spaces will be striped. Access Aisles shall not be required to be striped if they are adjacent to a Convertible Parking Space.

1.1 “Accessible Parking Space” means a parking space that is at least eight feet wide and that is adjacent on either side to an Access Aisle that is at least five feet wide.

1.1 “Accessible Seat” shall refer to any seat in Red Rocks Amphitheatre that is designated for use or potential use by a person using a wheelchair.

- 1.1 “ADA” shall refer to Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131 et seq. and its implementing regulations.
- 1.1 “Authorized Vehicle” shall refer to a vehicle bearing a currently-valid license plate or hang tag issued by any State to the driver of or a passenger in the vehicle that indicates that the vehicle is authorized to park in parking spaces reserved for parking by persons with disabilities.
- 1.1 “Backstage Area” shall refer to the area between the lower level entrance to the Red Rocks Amphitheatre and the staff parking lot commonly referred to as the “backstage entry” and depicted on Exhibit J.
- 1.1 “Circle Lot” shall refer to the parking lot adjacent to the upper level entrance to the Red Rocks Amphitheatre as depicted in Exhibit K.
- 1.1 “Consent Decree” shall refer to this document and the exhibits attached to this document.
- 1.1 “Convertible Parking Space” shall have the meaning set forth in Paragraph 7.5 below.
- 1.1 “Dispute Resolution” refers to the process described in Paragraph 16 hereof.
- 1.1 “Event” shall refer to a contracted performance or occurrence which is open to the public and scheduled to occur in the Red Rocks Amphitheatre. It shall not include Private Events.
- 1.1 “Event Period” shall refer to that period of time beginning two hours before the Event Start Time or one-half hour before Event Staff begin collecting tickets, whichever is earlier, and ending at the time when all members of the public who use mobility devices have left Red Rocks Amphitheatre.
- 1.1 “Event Staff” shall refer to individuals who work at an Event at Red Rocks and shall include both employees and agents of the City and employees and agents of independent contractors retained by the City who provide Event-related services.
- 1.1 “Event Start Time” shall refer to the time at which an Event is scheduled to begin in the Red Rocks Amphitheatre.
- 1.1 “Mobility Impairment” shall refer to an impairment of an individual’s ability to walk.

- 1.1 “Non-Event Period” shall refer to all times other than Event Periods.
- 1.1 “Non-Convertible Parking Space” shall have the meaning set forth in Paragraph 7.4 below.
- 1.1 “Private Event” shall refer to any event occurring in the Red Rocks Amphitheatre that is not open to the public. For the purposes of this Consent Decree, graduations will be considered Private Events.
- 1.1 “Red Rocks Advertising” shall refer to any promotion in any medium of Events at Red Rocks Amphitheatre, when such advertising is placed and controlled by the City.
- 1.1 “Red Rocks Amphitheatre” shall refer to the amphitheater at Red Rocks, the restrooms that are adjacent to the amphitheater, and the Backstage Area. It does not include the Trading Post lot, any buildings adjacent thereto or any other parking lots.
- 1.1 “Restricted Status” shall refer, with respect to a Convertible Parking Space, to the status of being restricted to use by Authorized Vehicles.
- 1.1 “Trading Post Lot” shall refer to the parking lot adjacent to the Trading Post as depicted in Exhibit J.
- 1.1 “Unauthorized Vehicle” shall refer to any vehicle other than an Authorized Vehicle, including but not limited to vehicles lacking appropriate license plates or hang-tags and vehicles with expired license plates or hang-tags purporting to designate the vehicle as an Authorized Vehicle.
- 1.1 “Unrestricted Status” shall refer, with respect to a Convertible Parking Space, to the status of being available for use by Authorized Vehicles or Unauthorized Vehicles.
- 1.1 “Van Accessible Parking Space” means a parking space that is at least eight feet wide and that is adjacent on either side to an Access Aisle that is at least eight feet wide.

1. **Conditions Precedent**

This Consent Decree shall be conditioned upon and shall be effective only upon signature and approval by a United States District Judge. Such event shall be referred to herein as “Approval.”

1. **Term of Consent Decree**

Except as otherwise set forth in this Consent Decree, the term of this Consent Decree shall be until December 31, 2004.

1. Shuttle System

1.1 The City agrees that, beginning no more than fifteen (15) days following Approval of this Consent Decree, there will be a system of wheelchair-accessible shuttle buses at Red Rocks that will travel exclusively between the Backstage Area and the Trading Post Lot. The wheelchair-accessible shuttles will transport passengers who use mobility devices and, once all such passengers waiting to be transported have boarded, any passengers not using mobility devices up to the capacity of the vehicle.

1.1 During the period beginning at the start of the Event Period until one-half hour after the Event Start Time and during the period beginning at the end of the Event until the last patron who uses a mobility device has departed the Red Rocks Amphitheatre, the City will provide shuttle buses in sufficient number and capacity so that there is at least one (1) space for wheelchairs on the shuttle buses for every two and a half (2.5) Accessible Seats sold for the front row for Event in question.

1.1 At all times during an Event, the City will ensure that there are at least two (2) shuttle buses in operation. Between the time one-half hour after the Event Start Time and completion of the performance and when not in transit, one shuttle bus will remain in the Backstage Area and the other at the Trading Post Lot.

1.1 The City agrees that Event Staff will assist in directing and stopping traffic on the road between the Backstage Area and the Trading Post Lot as necessary to ensure passage of the shuttle buses without unreasonable delay.

1. Accessible and Van Accessible Parking Spaces

1.1 The City agrees that, within fifteen (15) days of Approval of this Consent Decree, it will provide, in the Trading Post Lot, twenty (20) Accessible Parking Spaces and ten (10) Van Accessible Parking Spaces, as depicted in Exhibit J.

1.1 The City agrees that, within fifteen (15) days of Approval of this Consent Decree, it will provide, in the Circle Lot, fifteen (15) Accessible Parking Spaces and eight (8) Van Accessible Parking Spaces, as depicted in Exhibit K.

- 1.1 The parking spaces referred to in Paragraphs 7.1 and 7.2 above will be designated with permanent paint on the pavement of the Trading Post Lot and Circle Lot in the dimensions set forth in Paragraph 3.2 and 3.25 of this Consent Decree.
- 1.1 Five (5) of the Van Accessible Parking Spaces referred to in Paragraph 7.1 above and three (3) of the Van Accessible Parking Spaces referred to in Paragraph 7.2 above will be indicated at all times by a sign in substantially the form of Exhibit A hereto. The parking spaces covered by this Paragraph 7.4 will be referred to as “Non-Convertible Parking Spaces.”
- 1.1 The remainder of the Accessible Parking Spaces and Van Accessible Parking Spaces referred to in Paragraphs 7.1 and 7.2 other than those covered by Paragraph 7.4 will be indicated by a signage system that permits a sign in substantially the form of Exhibit A hereto (in the case of Van Accessible Parking Spaces) or Exhibit B (in the case of Accessible Parking Spaces) to alternate with a sign in substantially the form of Exhibit C hereto. The parking spaces covered by this Paragraph 7.5 will be referred to as “Convertible Parking Spaces.”
- 1.1 All Access Aisles adjacent to Accessible Parking Spaces and Van Accessible Parking Spaces will be indicated by a sign in substantially the form of Exhibit L hereto. At those Access Aisles bounded on both sides by Convertible Parking Spaces, the sign required by this Paragraph 7.6 may alternate with a blank sign.
- 1.1 During Non-Event Periods, the City may convert the Convertible Parking Spaces in the Trading Post Lot and the Circle Lot to Unrestricted Status. During such times, the Convertible Parking Spaces may be indicated by that part of the sign that is substantially in the form of Exhibit C and at those Access Aisles bounded on both sides by Convertible Parking Spaces, the sign required by this Paragraph 7.6 may be covered by a blank sign.
- 1.1 By the beginning of each Event Period, all Convertible Parking Spaces will be in Restricted Status and will be indicated by that part of the sign that is substantially in the form of Exhibit A or B, in the case of Van Accessible Parking Spaces and Accessible Parking Spaces, respectively. Those Access Aisles bounded on both sides by Convertible Parking Spaces will be indicated by the sign that is substantially in the form of Exhibit L.
- 1.1 By the beginning of each Event Period, Event Staff shall place a traffic cone at the entrance to each Access Aisle that is adjacent to a Van Accessible Parking Space.

- 1.1 At the Event Start Time for any Event, unoccupied Convertible Parking Spaces may be converted to Unrestricted Status provided that at least five (5) unoccupied Van Accessible Parking Spaces in the Trading Post Lot and five (5) unoccupied Van Accessible Parking Spaces in the Circle Lot remain in Restricted Status and continue to be indicated by a sign that is substantially in the form of Exhibit A or B, in the case of Van Accessible Parking Spaces and Accessible Parking Spaces, respectively. Any Access Aisle that is bounded on either side by an Accessible Parking Space or Van Accessible Parking Space that remains in Restricted Status will continue to be indicated by a sign in substantially the form of Exhibit L hereto.
- 1.1 For any Event at which over thirty (30) Accessible Seats were sold in the front row area of the Amphitheater, by the beginning of the Event Period, the City will designate – through the use of temporary signage in substantially the form of Exhibit B hereto – an additional Accessible Parking Space in the Trading Post Lot for every Accessible Seat over thirty (30) sold in the front row area for that Event.
- 1.1 For any Event at which over twenty (20) Accessible Seats were sold in the back row area of the Amphitheater, by the beginning of the Event Period, the City will designate – through the use of temporary signage in substantially the form of Exhibit B hereto – an additional Accessible Parking Space in the Circle Lot for every Accessible Seat over twenty (20) sold in the back row area for that Event.
- 1.1 During Events that extend over a period of more than five hours (performance time), Event Staff will monitor usage of the Accessible Parking Spaces and Van Accessible Parking Spaces in the Trading Post Lot and the Circle Lot and will ensure that the number of Accessible Parking Spaces and Van Accessible Parking Spaces that are (1) occupied by Authorized Vehicles; and (2) are unoccupied and in Restricted Status does not fall below the total number of Accessible Seats sold for the Event in question. If the number of Accessible Parking Spaces and Van Accessible Parking Spaces that are occupied by Authorized Vehicles and unoccupied and in Restricted Status falls below the total number of Accessible Seats sold for the Event in question, unoccupied spaces that had been converted to Unrestricted Status pursuant to Paragraph 7.8 shall be re-converted to Restricted Status until the number required by this Paragraph 7.13 is attained.
- 1.1 At each of the Trading Post Lot and the Circle Lot, one member of the Event Staff will be assigned the task of monitoring the use of Accessible Parking Spaces and Van Accessible Parking Spaces during Event Periods at Red Rocks. This Event Staff member will be responsible for the following tasks:

- 1.1.1 Observing the usage of the Accessible Parking Spaces and Van Accessible Parking Spaces and the license plates and hang tags of vehicles attempting to park in such spaces;
- 1.1.1 Informing any driver who parks or attempts to park an unauthorized vehicle in an Accessible Parking Space or Van Accessible Parking Space that he or she is not permitted to park in that space and that he or she must immediately move the vehicle to a parking space that is neither an Accessible Parking Space nor a Van Accessible Parking Space; and
- 1.1.1 Informing any driver who parks or attempts to park any vehicle in an Access Aisle that he or she is not permitted to park in the Access Aisle and that he or she must immediately move the vehicle to an appropriate parking space.
- 1.1 Under the following circumstances, an Event Staff member will promptly contact a parking control officer for ticketing of the vehicle in question:
 - 1.1.1 An Unauthorized Vehicle is parked in an Accessible Parking Space or a Van Accessible Parking Space indicated by the sign substantially in the form of Exhibit A or B; or
 - 1.1.1 Any vehicle is parked in the Access Aisle of an Accessible Parking Space or a Van Accessible Parking Space.
- 1.1 The City agrees to maintain the Accessible Parking Spaces, Van Accessible Parking Spaces and signage as required by this Paragraph, subject to any adjustments made pursuant to the Review described in Paragraph 14 below.

1. **Drop-off System**

Non-staff vehicles shall continue to be permitted to drive into the Backstage Area for the purpose of dropping off or picking up a person with a Mobility Impairment.

1. **Policies, Procedures and Training**

1.1 The City will develop policies and procedures designed to implement this Consent Decree and provide an enjoyable experience for Red Rocks patrons who use wheelchairs.

1.1 The City and/or its contractors will train Event Staff and other personnel with duties related to Events at Red Rocks in the policies and

procedures necessary to implement this Consent Decree and provide an enjoyable experience for Red Rocks patrons who use wheelchairs.

- 1.1 The policies, procedures and training developed pursuant to this Paragraph will include but not necessarily be limited to the following subjects:
 - 1.1.1 Treating people with disabilities with courtesy and respect;
 - 1.1.1 How to explain and administer the parking and shuttle system required by this Consent Decree, including but not limited to Accessible Parking Spaces and Van Accessible Parking Spaces, the shuttle system and the drop-off system;
 - 1.1.1 The steps to be taken to ensure quick passage of the shuttle buses referred to in Paragraph 6 hereof;
 - 1.1.1 The procedure for arranging for a shuttle bus to pick up a person using a wheelchair during an Event;
 - 1.1.1 The procedure for converting Convertible Parking Spaces between Restricted and Unrestricted Status as provided in Paragraphs 7.7 through 7.13 hereof.
 - 1.1.1 The procedure for monitoring use of the Accessible Parking Spaces and Van Accessible Parking Spaces pursuant to Paragraphs 7.12 and 7.13 hereof, including the procedure for ticketing vehicles pursuant to that Paragraph; and
 - 1.1.1 How to fill out the forms required by Paragraph 13.4 hereof.

1. **Information and Advertising**

- 1.1 The City agrees that, when it communicates information, orally or in writing, to private parties concerning the use of Red Rocks Amphitheatre for Private Events, it will inform such private parties of the availability of all of the Accessible Parking Spaces and Van Accessible Parking Spaces required by Paragraphs 7.1 and 7.2 hereof.
- 1.1 The City agrees to prepare a brochure explaining the parking and shuttle system required by this Consent Decree, noting the improvement in accessible parking and encouraging persons with disabilities to patronize Red Rocks. The brochure will indicate that patrons are welcome to submit any comments or complaints to the phone number and e-mail address referred to in

Paragraph 13.2 below. The brochure will be substantially in the form of Exhibit M hereto.

1.1 During the pendency of this Consent Decree, the City will be responsible for distributing the brochure as follows:

1.1.1 The City will mail or hand deliver, at its own expense, ten copies of this brochure to each of the entities in Exhibit D hereto.

1.1.1 At each Event during the term of this Consent Decree, Event Staff will hand a copy of the brochure to each individual who inquires concerning parking or other access for persons with disabilities.

1.1.1 At each Event during the term of this Consent Decree, the Event Staff member referred to in Paragraph 7.14 will, to the best of his or her ability, hand copies of the brochure to all patrons who use mobility devices who park in the Trading Post lot.

1.1.1 At each Event during the term of this Consent Decree, all drivers of the shuttle buses referred to in Paragraph 6.1 will, to the best of their ability, hand copies of the brochure to all patrons who ride on such shuttle buses.

1.1.1 Copies of the brochure will be made available at concession stands at the Red Rocks Amphitheatre and – if the proposed upper level construction is carried out – in any retail area below the upper level entrance.

1.1.1 Copies of the brochure will be available wherever the City makes other literature or brochures about Red Rocks Amphitheatre available to the public.

1.1.1 Copies of the brochure will be available at the office of the Mayor’s Commission for Persons with Disabilities.

1.1.1 The City will request that a copy of the brochure be provided to each individual who purchases a ticket for an Accessible Seat, including but not limited to those who receive their tickets from Ticketmaster, Tickets.com or any other entity that sells tickets to Red Rocks, whether the ticket is provided in person or by mail. The City will send to any ticket service that sells tickets for Events at Red Rocks a sufficient number of copies of the brochure to permit such service to carry out the intent of this Paragraph.

- 1.1.1 The City agrees that if, in the future, it sells tickets to Events at Red Rocks, it will provide a copy of the brochure to each individual who purchases a ticket for an Accessible Seat, whether the ticket is provided in person or by mail.
- 1.1.1 The City agrees that it will distribute a copy of the brochure to each patron who picks up a ticket for an Accessible Seat at the “will-call” location on the grounds of Red Rocks.
- 1.1 The City agrees to post the information in the brochure referred to in Paragraph 10.1 hereof on any Internet site maintained by the City that includes information relating to Red Rocks. The City further agrees to provide a hypertext link to such information on the first and/or most prominent page in the RedRocksOnline.com Internet site or any other Internet site that is devoted to Red Rocks, the content of which is controlled by the City.
- 1.1 The City agrees to include, in any Red Rocks Advertising in print or on the Internet in which the City participates or to which it contributes either funding or information and on any Internet site maintained by the City, wording specifically encouraging people who use wheelchairs to patronize Red Rocks in light of improved access to parking and providing a contact phone number for additional information on this subject.
- 1.1 The City agrees to include, in any Red Rocks Advertising on the radio that occurs during the month of May, 2001, a single sentence encouraging persons with disabilities to patronize Red Rocks in light of its improved access.
- 1.1 The City agrees to post signage on all roads by which the public accesses Red Rocks in substantially the form of and at the locations depicted in Exhibit E hereto, subject to any applicable sign codes or other legal restrictions.

1. **Confidentiality and publicity**

- 1.1 No part of this Consent Decree or its Exhibits shall be confidential.
- 1.1 Within one week following Approval of this Consent Decree, Plaintiffs and the City will jointly issue a press release in substantially the form of Exhibit F hereto.
- 1.1 The parties agree to convene a press conference at or about the time the press release referred to in Paragraph 11.2 is issued. The purpose of the press conference will be to promote the increased accessibility of Red Rocks and to encourage persons with disabilities to patronize that venue.

1. **Verification and monitoring**

1.1 The City agrees to retain the Colorado Cross Disability Coalition (“CCDC”) to verify and monitor the City’s compliance with this Consent Decree.

1.1 Within thirty (30) days of Approval of this Consent Decree, the City will enter into a contract with CCDC in substantially the form of Exhibit G hereto under which CCDC will verify and monitor compliance with this Consent Decree and be reimbursed for the time spent by its staff members at the rate of \$50 per hour.

1.1 Pursuant to this Consent Decree and its contract with the City, CCDC will undertake and be paid to perform the following activities:

1.1.1 Review the usability, safety and securement systems of any shuttles selected to be used by the City to satisfy its obligation under Paragraph 6 above.

1.1.1 Verify that the shuttle system operates in compliance with Paragraph 6 hereof.

1.1.1 Verify that the Accessible Parking Spaces and Van Accessible Parking Spaces have been and remain painted as required by Paragraph 7 and that usage of these spaces is monitored as required by Paragraphs 7.14 and 7.15 .

1.1.1 Verify that the drop-off system described in Paragraph 8 is usable without unreasonable difficulty or delay.

1.1.1 Review all policies and procedures, training, and information developed pursuant to Paragraphs 9 and 10 above.

1.1.1 Verify that the signage in the Trading Post Lot and Circle Lot complies with Paragraph 7.

1.1.1 Verify that the signage required by Paragraph 10.7 has been erected and complies with this Consent Decree.

1.1.1 Conduct unannounced visits to Red Rocks during Events to monitor the implementation of the Consent Decree as a whole. CCDC staff will make two such visits each month during the 2000 and 2001 concert seasons and one such visit per month during the 2002 season.

- 1.1.1 Report to Plaintiffs and the City once each month during the 2000, 2001 and 2002 concert seasons concerning the City's compliance with this Consent Decree.
- 1.1.1 Work with Frank Nelson or any other City designee as requested by Mr. Nelson or such designee on the City's monitoring of its compliance with this Consent Decree and review information provided pursuant to Paragraph 14.3 below.
- 1.1.1 If Plaintiffs and the City agree, work with Plaintiffs and the City to resolve any alleged failures of compliance.
- 1.1.1 Reinspect and monitor any elements corrected pursuant to Dispute Resolution, as necessary.
- 1.1.1 Perform reasonable preparatory and other administrative work necessary to carry out the duties described in this Paragraph 12.3.
- 1.1 In order to facilitate CCDC's duties under Paragraph 12.3, the City will provide CCDC with a pass granting access to the parking and shuttle areas of Red Rocks.
- 1.1 The City agrees to monitor its own compliance with this Consent Decree. Any information gathered by the City in monitoring its own compliance will be provided to Plaintiffs and CCDC by the fifteenth (15th) day of the month following the month in which the information was gathered.
- 1.1 In the event that a CCDC staff person believes he or she has encountered a violation of this Consent Decree, CCDC may report the violation to Plaintiffs who may submit the matter to dispute resolution pursuant to Paragraph 16 below.

1. **Data Gathering**

- 1.1 During the years 2000, 2001 and 2002, the City will gather and retain the following information:
 - 1.1.1 Samples of all advertising done and information provided by the City pursuant to Paragraph 10 above;
 - 1.1.1 The number of Accessible Seats that were sold for each Event;

- 1.1.1 The number and capacity of all shuttle buses that were in use for each Event;
- 1.1.1 The number of Convertible Parking Spaces that were converted for use by Unauthorized Vehicles at the Event Start Time of each Event;
- 1.1.1 The number of persons with Mobility Impairments who had difficulty finding Accessible Parking Spaces or Van Accessible Parking Spaces at each Event; and
- 1.1.1 Any and all written communications from any source, including but not limited to persons who use wheelchairs, relating to parking for such persons or to the shuttle buses at Red Rocks. Oral communications relating to parking for persons who use mobility devices or to the shuttle buses at Red Rocks will be noted, retained and reported whenever practical.
- 1.1 During the pendency of this Consent Decree, the City will designate a phone number and an e-mail address for the receipt of comments and complaints related to the subject matters of this Consent Decree.
 - 1.1.1 The phone receiving calls on this phone number will be answered during regular business hours and will have a voice-mail recording available during other times and during times when the number is already in use.
 - 1.1.1 All calls and messages received on this phone number that relate to access for persons who use mobility devices at Red Rocks as well as the City's response thereto will be logged using the form in Exhibit H hereto.
 - 1.1.1 The e-mail address designated by the City will be monitored at least once each business day.
- 1.1 The City will retain copies of all correspondence, whether by e-mail, facsimile or ordinary mail, that relates to the subject matter of this Consent Decree as well as the City's response thereto.
- 1.1 In order to gather the information referred to in Paragraph 13.1.4 above, the City will require a designated member of the Event Staff at each of the Trading Post Lot and the Circle Lot for each Event during the years 2000, 2001 and 2002 to fill out a form substantially in the form of Exhibit I hereto.

1. **Review**

1.1 The parties agree to review the provisions of Paragraphs 6 and 7 of this Consent Decree at the end of the 2002 concert season in order to ascertain whether there is a need to adjust the requirements of those provisions to better or more efficiently serve the actual number of persons who use wheelchairs who patronize Red Rocks. This process will be referred to herein as the "Review."

1.1 The parties agree that, following the Review, the following will still apply:

1.1.1 A minimum of five (5) unoccupied Accessible Parking Spaces and/or Van Accessible Parking Spaces will remain in Restricted Status after Event Start Times pursuant to Paragraph 7.8;

1.1.1 There will be a minimum of twenty (20) Accessible Parking Spaces and Van Accessible Parking Spaces in the Trading Post lot;

1.1.1 There will be a minimum of fifteen (15) Accessible Parking Spaces and Van Accessible Parking Spaces in the Circle lot;

1.1.1 The ratio of spaces for wheelchairs on the shuttle buses to Accessible Seats sold for the Event in question, as provided in Paragraph 6.2 above, will not fall below one to three and a half (1:3.5); and

1.1.1 There will be no fewer than two (2) accessible shuttle buses in use at each Event.

1.1 The City will provide the information required by Paragraph 13 above to Plaintiffs for each month by the 15th day of the following month from the date of Approval of this Consent Decree through the month of September 2002. The information to be provided pursuant to this Paragraph shall include at least:

1.1.1 Samples of all advertising done and information provided by the City pursuant to Paragraph 10 above and a list of the media in which it was published and the entities and locations to which it was distributed;

1.1.1 Copies of all information developed or received by the City relating to the number and capacity of all shuttle buses that were in use for each Event;

- 1.1.1 Copies of all information developed or received by the City relating to the number of Accessible Seats sold for each Event;
- 1.1.1 Copies of all information developed or received by the City relating to the number of Convertible Parking Spaces that were converted for use by Unauthorized Vehicles at the Event Start Time of each Event;
- 1.1.1 Copies of the forms referred to in Paragraphs 13.4 above;
- 1.1.1 Copies of all communications and logs referred to in Paragraph 13 above.
- 1.1.1 Any compilations prepared by the City of the information for any prior period that were prepared during the previous month.
- 1.1 On or before November 1, 2002, each party will provide the other with a description of any adjustments it proposes in the requirements of Paragraph 6 or 7 of this Consent Decree. This description will include an explanation for the basis for the proposed adjustments.
- 1.1 In the document in which the City makes the transmittal referred to in Paragraph 14.4 hereof, it will represent to Plaintiffs whether any attorney acting as counsel for the City was involved in the preparation of, rendered advice in connection with or reviewed the proposed adjustments. If the City represents that an attorney has been so involved, Plaintiffs will be entitled to reimbursement for any attorneys' fees he incurs in connection with the preparation of his proposal pursuant to this Paragraph and in connection with his evaluation of the proposed adjustments. Any attorneys' fees for such consultation will be payable by the City in accordance with Paragraph 18 below.
- 1.1 If either party disagrees with the other party's proposal, it may submit the matter to Dispute Resolution pursuant to Paragraph 16 below.

1. **Liquidated Damages**

- 1.1 Starting on January 1, 2003, the City will pay to CCDC the sum of \$500 for each violation of this Consent Decree that occurs after that date. The City will pay such liquidated damages within thirty (30) days of notice to the City of such violation by sending a check in the amount of \$500 to CCDC at 655 Broadway, Suite 775, Denver, CO 80203.

1.1 If the City disagrees with any notice it receives pursuant to this Paragraph, it may submit the matter to Dispute Resolution pursuant to Paragraph 16.

1. **Dispute Resolution**

1.1 Any dispute that arises between Plaintiffs and the City shall be handled pursuant to this Paragraph.

1.1 Informal dispute resolution

1.1.1 If at any time either party (“Complainant”) believes that the other party (“Respondent”) has not complied with any provision of this Consent Decree or disagrees with a position taken by the other party with respect to the interpretation of this Consent Decree such that an actual controversy exists regarding an action taken or expected to be taken or a failure to act by the other party, the Complainant will notify the Respondent describing the alleged non-compliance or disagreement. The Respondent shall respond in writing to such notice within fifteen (15) business days of receipt of the notice.

1.1.1 Within fifteen (15) business days of receipt by the Complainant of the Respondent’s response to any notice provided pursuant to Paragraph 16.2.1, Complainant and Respondent will meet and confer by telephone or in person and attempt to resolve the issue informally.

1.1.1 If, after compliance with Paragraphs 16.2.1 and 16.2.2, either party believes that a dispute still exists, that party shall have the right to submit the matter to the United States District Judge assigned to the case for resolution pursuant to Paragraph 16.3 below.

1.1.1 If any attorney acting as counsel for the City renders advice in connection with or communicates on behalf of the City in connection with any informal dispute resolution under this Paragraph 16.2, Plaintiffs will be entitled to consult an attorney in connection with such informal dispute resolution and the attorneys’ fees for such consultation will be payable by the City in accordance with Paragraph 18 below.

1.1.1 Copies of any communications provided pursuant to this Paragraph shall be sent to all parties and their attorneys.

1.1 Submission to the Court

1.1.1 If dispute resolution pursuant to Paragraph 16.2 above does not result in a resolution of the dispute within fifteen (15) days of any meet and confer, either party may make a motion for resolution of the dispute by the United States District Judge assigned to the case.

1.1.1 In the event either party finds that it is necessary to seek resolution of the dispute by the Court, the Court shall award reasonable attorneys' fees and costs incurred in pursuing dispute resolution as set forth in this Paragraph 16.3 of the Consent Decree in accordance with the prevailing party standards under the ADA.

1. **Attorneys' Fees Through Approval of this Consent Decree**

Within sixty (60) days of Approval of this Consent Decree, the City agrees to pay to Plaintiffs' reasonable attorneys' fees in the amount of \$50,000 by sending a check in that amount made out to Fox & Robertson, P.C. to the address in Paragraph 22 hereof. This amount represents payment of Plaintiffs' attorneys' fees and costs through the date of Approval of this Consent Decree. It does not include any amounts due pursuant to Paragraphs 14 or 16 hereof.

1. **Attorneys' Fees and Costs after Final Approval**

1.1 The City shall pay Plaintiffs' reasonable attorneys' fees and costs incurred in connection with the Review as provided in Paragraph 14 above and in connection with Dispute Resolution as provided in Paragraph 16 above.

1.1 Semi-annually during the term of this Decree, beginning six months after Approval, counsel for Plaintiffs shall submit to the City a statement of reasonable attorneys' fees and costs incurred during the previous six months pursuant to this Paragraph. This submission shall include a statement of the work performed, the persons performing the work, the hourly rate of each such person and a description of the particular costs and expenses.

1.1 If the City disagrees with any of the amounts set forth in the statement called for by Paragraph 18.2 above, it may submit the matter to Dispute Resolution pursuant to Paragraph 16 above.

1.1 The City shall pay counsel for Plaintiffs all reasonable attorneys' fees and costs claimed pursuant to Paragraph 18 within sixty (60) days of the City's receipt of counsel's submission or, if disputed pursuant to Paragraph 18.3, within sixty (60) days of resolution of any such dispute.

1. Releases

1.1 Effective on the date of Approval of this Consent Decree, Plaintiffs, on behalf of themselves and their executors, successors, heirs, assigns, agents and representatives, in consideration of the relief set forth herein, the sufficiency of which is expressly acknowledged, unconditionally and forever do fully and finally release, acquit and discharge the City, its employees and agents from any and all past or present claims, rights, demands, charges, complaints, actions, causes of action, and liabilities of any kind, including any and all such past or present claims for injunctive relief, declaratory relief, fees or damages that are based upon the ADA and Section 504 of the Rehabilitation Act that relate in any way to the accessibility of Red Rocks for persons with Mobility Impairments.

1.1 Effective on the date of Approval of this Consent Decree, the City, on behalf of itself and its successors, assigns, agents and representatives, in consideration of the relief set forth herein, the sufficiency of which is expressly acknowledged, unconditionally and forever does fully and finally release, acquit and discharge Plaintiffs from any and all past or present claims, rights, demands, charges, complaints, actions, causes of action, and liabilities of any kind, including any and all such past or present claims for injunctive relief, declaratory relief, fees or damages that are based upon the ADA and Section 504 of the Rehabilitation Act that relate in any way to the accessibility of Red Rocks for persons with Mobility Impairments.

1.1 Nothing in this Paragraph 18 shall release claims relating to breach of or non-compliance with this Consent Decree;

1.1 Nothing in this Paragraph 18 shall release claims for any violations occurring after the time of Approval of this Consent Decree.

1. Terms of Exhibits Incorporated into Decree

The terms of all exhibits attached hereto are fully incorporated into this Consent Decree and are an integral part thereof. The terms of this Consent Decree, where applicable, are fully incorporated into all Exhibits and are, where applicable, an integral part thereof.

1. Entire Agreement

This Consent Decree contains all the agreements, conditions, promises and covenants between the City and Plaintiffs regarding matters set forth in it and supersedes all prior or contemporaneous agreements, drafts, representations or understandings, either written or oral, with respect to the subject matter of the present Consent Decree.

1. Communications to Plaintiffs and The City

All notices or communications required by this Consent Decree shall be in writing by facsimile and U.S. Mail or overnight delivery service addressed as follows (data, reports, and information required to be provided pursuant to Paragraphs 12, 13, and 14 may be transmitted by U.S. Mail or hand delivered):

1.1 To Plaintiffs:

Timothy P. Fox, Esq.
Fox & Robertson, P.C.
910 - 16th Street
Suite 610
Denver, CO 80202

1.1 To The City

Steven J. Coon, Esq.
Assistant City Attorney
353 City and County Building
1437 Bannock Street
Denver, CO 80202

1. Modification

No modification of this Consent Decree shall be effective unless it is pursuant to Court Order.

1. Severability

If any such provision or any part of this Consent Decree thereof shall at any time be held unlawful, or inconsistent with applicable law, in whole or in part, under any federal, state, county, municipal or other law, ruling or regulation, then the remaining provisions of this Consent Decree shall remain effective and enforceable.

1. Execution in Counterparts

This Consent Decree may be signed in counterpart and shall be binding and effective immediately upon the execution by all Parties of one or more counterparts. Each Party and his/its counsel shall sign three copies of this document and each such copy shall be considered an original.

1. Duty to Support and Defend Decree

The Parties each agree to abide by all of the terms of this Consent Decree in good faith and to support it fully, and shall defend this Consent Decree from any legal challenge, whether by appeal or collateral attack.

Respectfully submitted,

Kevin W. Williams

Date:

Carrie Ann Lucas

Date:

Kyle Stubbs

Date:

Roanne Kuenzler

Date:

APPROVED AS TO FORM:

FOX & ROBERTSON, P.C.

By: _____
Timothy P. Fox
910 - 16th Street
Suite 610
Denver, CO 80202

Counsel for Plaintiffs Kevin W. Williams,
Carrie Ann Lucas, Kyle Stubbs and Roanne
Kuenzler

The City and County of Denver

By: _____

Its _____
Date:

APPROVED AS TO FORM:

J. WALLACE WORTHAM, JR.
City Attorney

NORMAN R. BANGEMAN
Assistant City Attorney

STEVEN J. COON
Assistant City Attorney

By: _____
Steven J. Coon, Esq.
Assistant City Attorney
1437 Bannock Street, Room 353
Denver, CO 80202

Counsel for Defendant the City and County
of Denver

IT IS SO ORDERED

BY THE COURT:

Dated: _____, 2000

Wiley Y. Daniel
United States District Judge