

**SETTLEMENT AGREEMENT**  
**UNDER THE AMERICANS WITH DISABILITIES ACT**  
**BETWEEN THE UNITED STATES OF AMERICA**  
**AND THE UNIVERSITY OF MONTANA**

**D.J. No. 204-44-62**

**INTRODUCTION**

1. The parties to this Settlement Agreement (“Agreement”) are the United States of America (“United States”) and the University of Montana (“UofM”). This Agreement pertains to UofM’s facility, the Adams Center, located at 32 Campus Drive, Missoula, Montana 59812.
2. The United States Department of Justice (the “Department”) is responsible for enforcing Title II of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12131-12134, and the relevant regulations implementing Title II, 28 C.F.R. Part 35.
3. The Adams Center is a sports and entertainment venue located on the UofM campus.
4. This Agreement resolves an investigation of the Adams Center conducted by the Department under Title II.
5. Title II of the ADA prohibits discrimination in “the services, programs, or activities of a public entity” on the basis of a disability. 42 U.S.C. § 12132; 28 C.F.R. § 35.101. Title II also requires that no qualified individual with a disability shall, because a public entity’s facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity. 28 C.F.R. § 35.149.
6. The UofM is a “public entity” within the meaning of the ADA, 42 U.S.C. § 12131 and 28 C.F.R. § 35.104, and is therefore subject to Title II of the ADA, and its implementing

regulations. UofM owns the Adams Center and conducts UofM's "services, programs, or activities" at the Adams Center.

7. Title II of the ADA specifies that any alteration to a facility or part of a facility used by a public entity shall be made so as to ensure that, after January 26, 1992, the altered portions of the facility are readily accessible to and useable by individuals with disabilities, including individuals who use wheelchairs, to the maximum extent feasible. 28 C.F.R. § 35.151(b).
8. Under Title II, assembly areas shall ensure that in stadiums, arenas, and grandstands, wheelchair spaces and companion seats are dispersed to all levels that include seating served by an accessible route. 28 C.F.R. § 35.151(g)(1). Further, assembly areas that are required to horizontally disperse wheelchair spaces and companion seats by section 221.2.3.1 of the 2010 Standards and have seating encircling, in whole or in part, a field of play or performance area shall disperse wheelchair spaces and companion seats around that field of play or performance area. 28 C.F.R. § 35.151(g)(2).

### **BACKGROUND AND INVESTIGATION**

9. The Adams Center originally opened in 1953. The Adams Center currently includes Dahlberg Arena, which hosts UofM athletic events, such as men's and women's basketball games, as well as concerts and graduation ceremonies. The Adams Center also hosts various other events such as live theatre, conferences, and meetings.
10. The first major renovation to the Adams Center occurred in 1969. The second renovation occurred in 1998, after the ADA went into effect. The renovation in 1998 included making improvements to the arena and adding the auxiliary facility that now holds the East and West Auxiliary Gyms and the Grizzly Hall of Champions.

11. The United States commenced its investigation of the Adams Center after it received a complaint alleging there were not adequate accessible seating locations in the Adams Center during a graduation ceremony in June 2019.
12. UofM has cooperated with the United States throughout the course of the investigation.
13. The United States has reviewed the materials provided by UofM, including architectural plans, policies, and photographs.
14. In the course of its investigation, the United States identified elements of the Adams Center's accessible seating plan that did not comply with the ADA's accessibility requirements, including the 1991 Standards and 2010 Standards, as defined in 28 C.F.R. § 35.104 of the Title II regulations. The United States thus determined that UofM failed to provide program accessibility for its services, programs, and activities at the Adams Center.

#### **TERMS OF AGREEMENT**

15. The parties have voluntarily agreed to the terms of the Agreement. These terms are intended to redress the violations of the ADA that have been identified by the United States.
16. The Adams Center will remedy each of the following violations to comply with the 2010 Standards in the assembly area (Dahlberg Arena):
  - a. The wheelchair spaces in the basketball configuration are not dispersed horizontally around the field of play/performance area. The arena is required to have, in total, at least 38 wheelchair spaces. There are currently 29 wheelchair spaces in the 200 level sections and 20 wheelchair spaces in the 100 level sections. However, the wheelchair spaces in the 100 level sections are not

horizontally dispersed around the field of play. To remedy this violation, at least 10 wheelchair spaces shall be provided next to the 100 level sections (which are retractable bleacher seats) and dispersed as follows: Sections 105 through 107 – 3 spaces; Sections 109 through 110 – 4 spaces; and Sections 112 through 114 – 3 spaces. 28 C.F.R. § 35.151(g)(2). See Attachment A.

b. In the end stage concert configuration, the maximum capacity for seating in the Dahlberg Arena varies depending on the floor configuration and the patron seating plan. To remedy this violation, the UofM will disperse wheelchair spaces as follows:

i. When the floor is a “standing only” configuration (no bleacher seating, Sections 102 & 110 closed), the maximum capacity for patrons in the Dahlberg Arena is 1,660 seats. When the concert follows this maximum capacity, 14 wheelchair spaces are required. Main Floor Chairs – 7 spaces on accessible platforms on the west side of the floor; and 7 spaces on accessible platforms on the east side of the floor. If less than 1,660 seats are sold, the University will follow the requirements of 2010 Standards Section 221.2.3 and disperse the number of wheelchair seats in a manner similar to the maximum capacity seating. See Attachment B.

ii. When the floor is in a “seating only” configuration (chaired floor, no bleachers) the University will ensure compliance with Section 802.2, wheelchair spaces on the floor shall be located so that lines of sight over

seated and standing spectators are provided. 2010 Standards Section 221.2.3 and 28 CFR § 35.151(g)(1). See Attachment C.

- iii. When the floor is in a “combination” configuration: All end stage configurations will ensure with Section 802.2, wheelchair spaces on the floor shall be located so that lines of sight over seated and standing spectators are provided. 2010 Standards Section 221.2.3 and 28 CFR § 35.151(g)(1). See Attachment D.

### **IMPLEMENTATION AND ENFORCEMENT**

17. The UofM will comply with the 2010 Standards and this Agreement for any ticketed events requiring the “basketball configuration” in the Adam Center’s Dahlberg Arena pursuant to Paragraph 16(a) beginning with the sale of the 2024/25 season ticketed seats. Prior to the sale of any 2024/25 ticketed event requiring this configuration, the UofM will use best efforts to provide a current 2023/24 ticketed seat holder an accessible accommodation, if requested, in accordance with the 2010 Standards Section 221.2.3 and 28 CFR § 35.151(g)(1). Sale of tickets shall comply with 28 CFR § 35.138. UofM shall provide notice of the additional ADA seating to its Office of Disability Equity and at its points of sale.

18. Within 60 days of making the changes required in this Agreement as to events requiring the “basketball configuration,” the UofM shall provide the United States with final written documentation regarding the sale of any 2024/25 ticketed event. This documentation may include evidence of seating configurations, narrative, color photos, purchase orders, permits, and/or architectural drawings, if necessary. Additionally, within 60 days of the last ticketed event requiring the “basketball configuration” of the current

2023/24 season, UofM shall provide the United States with final written documentation of any request for an accessible accommodation made by a current 2023/24 ticketed seat holder if such request was made after the execution date of this Agreement, including any evidence as to the resolution of that request.

19. The UofM will comply with the 2010 Standards and this Agreement for any events requiring the “end stage concert configuration” in the Adams Center’s Dahlberg Arena pursuant to Paragraph 16(b) upon the execution date of this Agreement.

20. During the term of this Agreement, if requested by the United States, within 60 days of the request, the UofM shall provide the United States with written documentation demonstrating compliance with this Agreement for any event(s) held requiring either configuration in the Adams Center’s Dahlberg Arena. This documentation may include evidence of seating configurations, narrative, color photos, purchase orders, permits, and/or architectural drawings, if necessary. The United States may review compliance with this Agreement at any time. If the United States believes that this Agreement or any portion of it has been violated it will raise its concern(s) with UofM and the parties will attempt to resolve the concern(s) in good faith. If, during the implementation of this Agreement, UofM determines that, due to reasons beyond its control (e.g., substantial and unexpected circumstances), that UofM cannot complete work by the dates set forth in the Agreement, UofM may request from the United States a reasonable extension of time to complete the work. If the parties are unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date the United States provides notice to UofM, the United States may institute a civil action in federal district court to enforce the ADA or the terms of this Agreement.

21. Failure by the United States to enforce any provision or deadline of this Agreement shall not be construed as a waiver of its right to enforce other provisions or deadlines of this Agreement.

22. This agreement constitutes the entire agreement between the parties in relation to Department of Justice No. 204-44-62 and no other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written Agreement, including its attachments, shall be enforceable.

23. All notices, demands, reports, or other communication to be provided pursuant to this Agreement shall be in writing and delivered by electronic mail or overnight mail to the following persons and addresses (or such other persons and addresses as any party may designate in writing from time to time):

For the United States:

Paul D. Vestal  
Assistant United States Attorney  
United States Attorney's Office  
2601 Second Ave North  
Suite 3200  
Billings, MT 59101  
paul.vestal@usdoj.gov

For the University of Montana:

Kate Duran  
Associate Legal Counsel  
University of Montana  
University Hall 133  
32 Campus Drive  
Missoula, MT 59812  
kate.duran@mso.umt.edu

24. 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 United States and the UofM shall engage in good faith negotiations in order to adopt such mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed-upon rights and obligations.

25. This Agreement is limited to the matters described herein and does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect UofM's continuing responsibility to comply with all aspects of the ADA not covered by this Agreement.
26. The effective date of this Agreement is the date of the last signature below.
27. The term of this Agreement shall be three years from the effective date.

FOR THE UNIVERSITY OF MONTANA

By: 

Seth Bodnar

President

University of Montana

University Hall 109

32 Campus Drive

Missoula, MT 59812

Dated: 3/26/2024

FOR THE UNITED STATES

JESSE LASLOVICH

United States Attorney

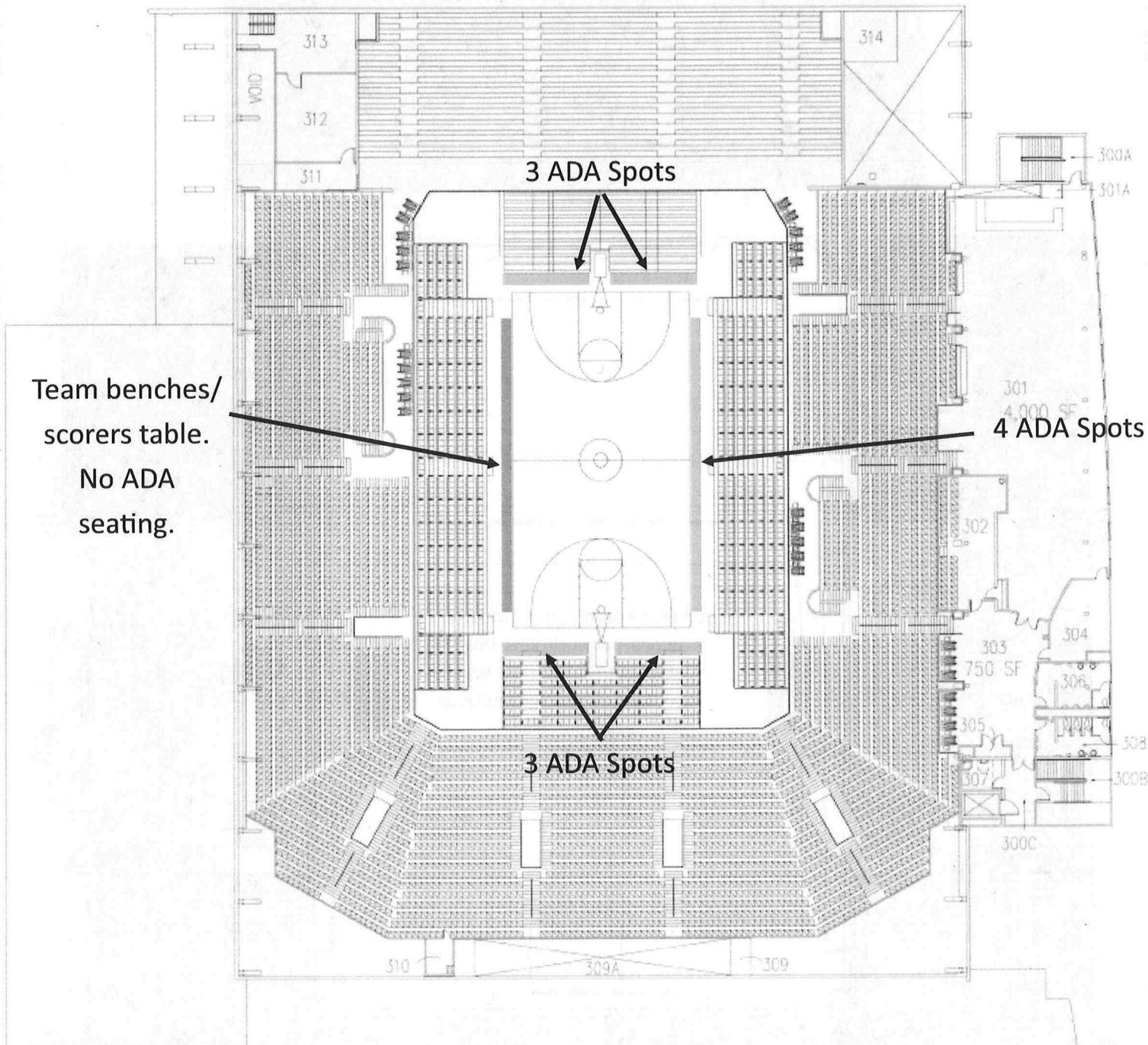
By: 

PAUL D. VESTAL

Assistant United States Attorney

Dated: 3/12/2024

# Attachment A

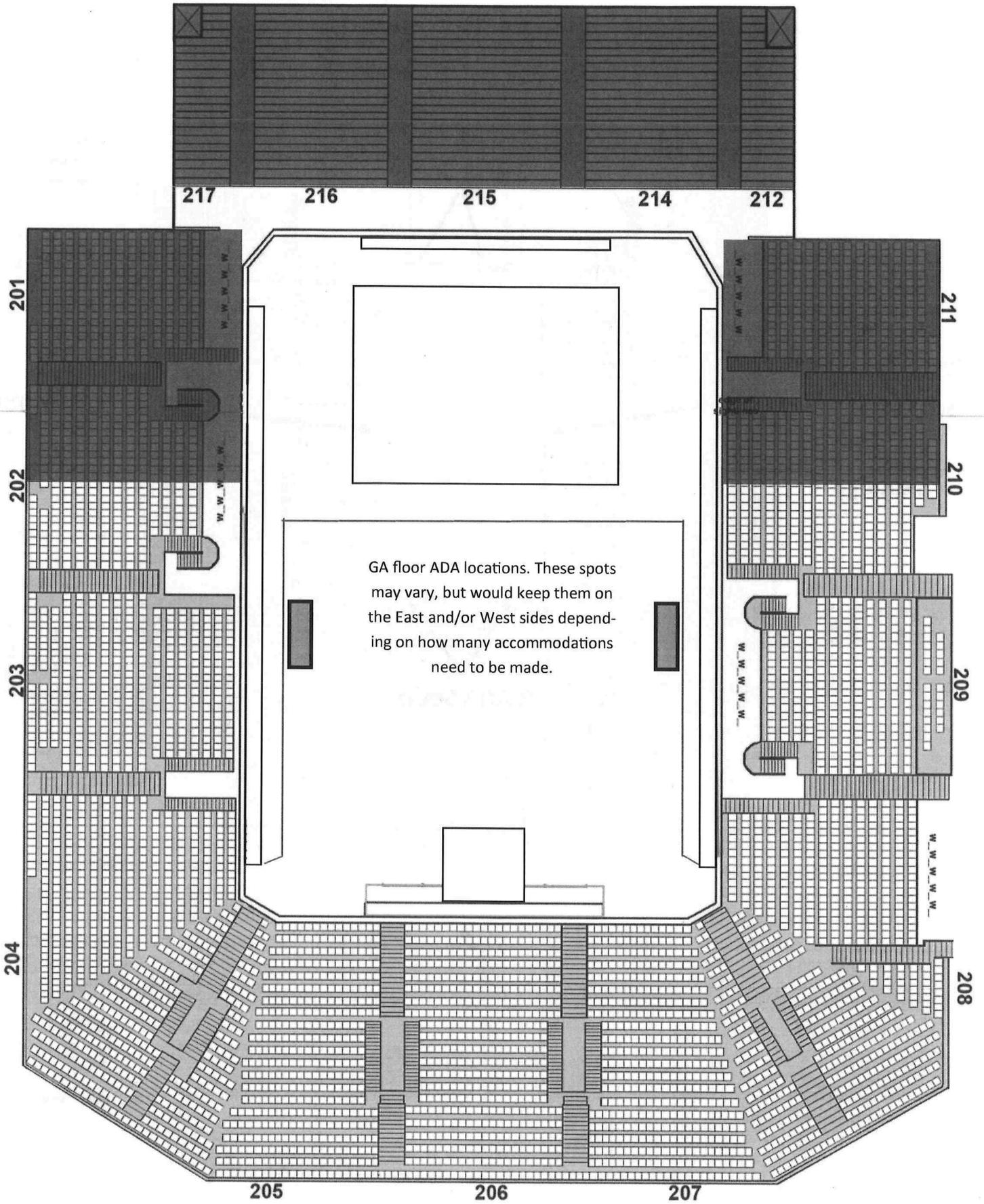


SCALE

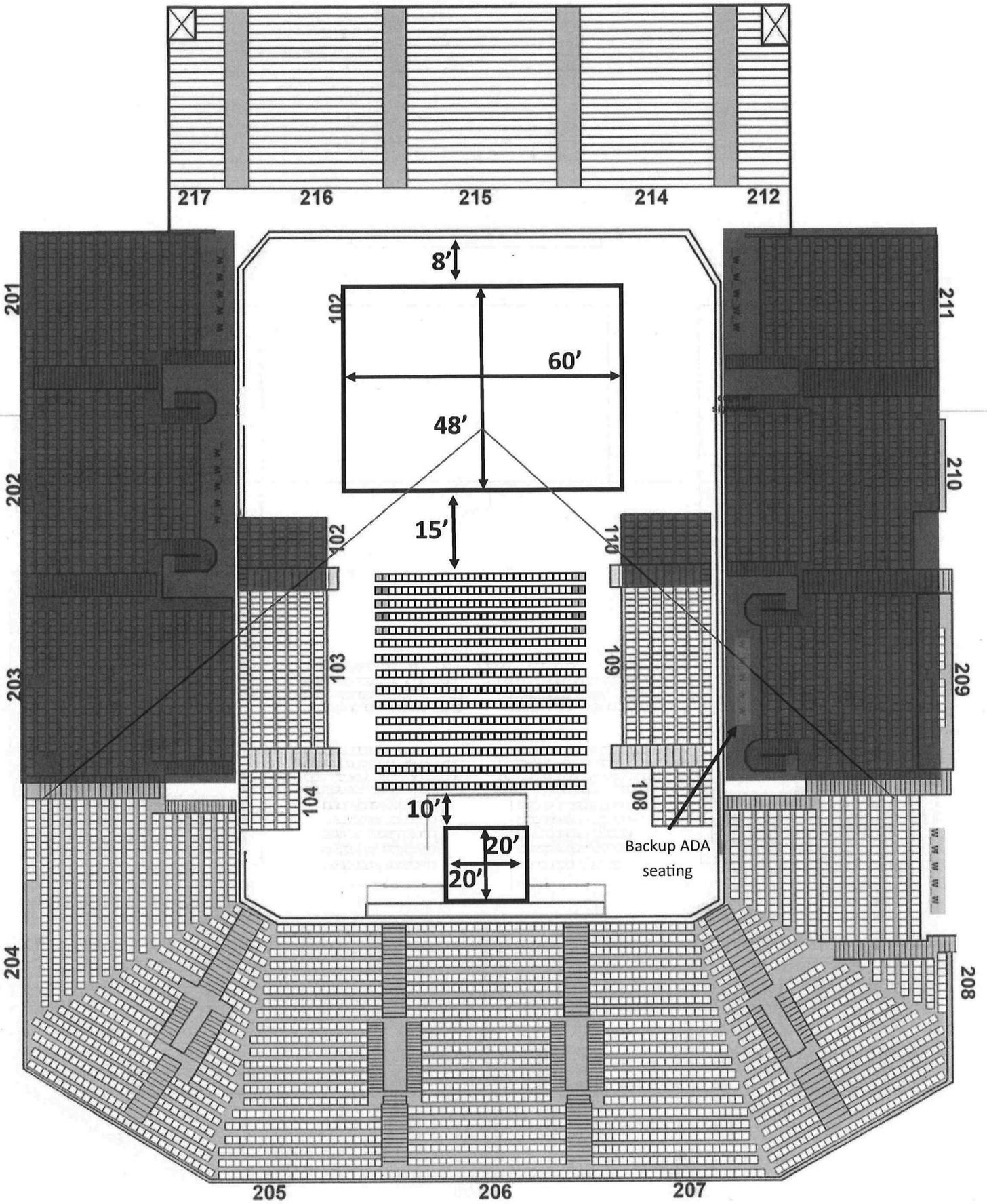
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Adams Center		
DATE ACQUIRED	THE UNIVERSITY OF MONTANA FACILITIES SERVICES DEPT PLANNING & CONSTRUCTION DIV. MISSOULA, MONTANA	BUILDING NUMBER
1999,1953		019

Attachment B



Attachment C



Attachment D

