VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE CITY OF LOS ANGELES, CALIFORNIA

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I. <u>BACKGROUND</u>

- This is a Voluntary Compliance Agreement ("VCA" or "Agreement") between the City of Los Angeles, California ("City") and the U.S. Department of Housing and Urban Development ("Department" or "HUD") relating to multifamily housing developed, designed, constructed, rehabilitated, altered, or financed, in whole or in part, through a program administered, in whole or in part, by the City. These multifamily housing developments are required by Federal law to be accessible to persons with disabilities. Under this Agreement, among other things, with respect to its programs related to multifamily housing:
 - a. The City shall require the Subrecipients, Owners, and Property Management Agents to take the actions required to achieve compliance with the requirements of Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Fair Housing Act, and shall also take such other steps as may be necessary to provide housing that is accessible to persons with disabilities and operated in accordance with the nondiscrimination requirements of Federal law and the terms of this Agreement.
 - b. The City shall ensure that its own multifamily housing-related programs, services, processes, and activities are accessible to individuals with disabilities in accordance with Federal law.
 - c. The City shall develop and implement a multifamily housing enhanced accessibility program for persons with disabilities, including persons who have mobility disabilities, persons who are deaf or hard of hearing, and persons who are blind or have low vision.
 - d. The City shall provide for the marketing of Accessible Housing Units to persons with disabilities through an accessible website.
- 2. The City is a recipient of Federal financial assistance administered by the Department. The City allocates Federal financial assistance, including Economic Development Initiative (EDI) Grants, Community Development Block Grants (CDBG), Housing Opportunities for Persons with AIDS (HOPWA) Program funds, HOME Program funds, and Section 108 Loans through various cooperation agreements, written agreements, and loan agreements. The City has used these funds to provide housing through arrangements with Subrecipients and Owners. The City also has a variety of housing programs that involve the design, construction, alteration, operation, financing, and administration of multifamily housing and housing-related resources, including multifamily housing that does not receive Federal financial assistance from the Department.
- 3. The City's programs related to multifamily housing are subject to Federal civil rights laws and regulations, including but not limited to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and implementing regulations at 24 C.F.R. Part 8 ("Section 504"); Title II of the Americans with Disabilities Act, 42 U.S.C. §§ 12131 12134, and implementing

regulations at 28 C.F.R. pt. 35 ("ADA"); and the Fair Housing Act of 1968, as amended, 42 U.S.C. §§ 3601-3620, and implementing regulations at 24 C.F.R. Parts 100, 103, 108, 110, and 121 ("Fair Housing Act"). Compliance with these nondiscrimination requirements is a condition of the City's receipt of Federal financial assistance from HUD. 24 C.F.R. § 5.105(a). In accordance with 24 C.F.R. § 85.1 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, the City also must, among other things, monitor and ensure that its Subrecipients are informed about and comply with requirements imposed by Federal statutes and regulations.

- 4. During the weeks of September 19, October 24, and December 5, 2011, in response to a complaint from members of the public, the Department conducted a review of certain aspects of the City's compliance with Section 504, the ADA, and the Fair Housing Act in connection with the development and operation of housing. The Department's review revealed certain deficiencies related to the physical accessibility of certain designated accessible units and public and common use areas of certain developments that were surveyed, as well as certain deficiencies in policies and procedures. On January 12, 2012, the Department issued a Letter of Findings ("LOF") of non-compliance with Section 504 and the ADA. On February 17, 2012, the Department issued a Letter of Determination ("LOD") of non-compliance with Section 504 and the ADA. The Department is also aware of certain violations of the accessibility provisions of the Fair Housing Act by the City. On September 7, 2017, following unsuccessful efforts working with the City to achieve a voluntary resolution of this matter, HUD referred this matter to the Civil Rights Division of the U.S. Department of Justice pursuant to 24 C.F.R. § 8.57 for further enforcement. Following this referral, the City expressed renewed interest in achieving resolution of this matter through a voluntary compliance agreement with HUD. To enable HUD to renew efforts to achieve a voluntary compliance agreement with the City, the Civil Rights Division deferred jurisdiction of this matter to HUD. HUD issued a Supplemental Letter of Findings on April 1, 2019 based on the Department's supplemental review of the City's affordable housing program during the week of June 26-30, 2017. On May 31, 2019, the Department issued an LOD sustaining the findings. At all times, the City has contested and continues to contest the Department's findings in the LOF and LOD. By letter dated June 24, 2014, the City sought an administrative hearing pursuant to 24 C.F.R. § 8.57 to the extent that HUD was proposing termination of Federal financial assistance. HUD informed the City that it was not entitled to an administrative hearing pursuant to 24 C.F.R. § 8.57 because HUD had not proposed an order to terminate Federal financial assistance.
- 5. The Parties have agreed to resolve the foregoing matters through this Agreement in order to avoid further enforcement-related activities. The Parties note that, as of the Effective Date of this Agreement, the City has begun to undertake activities in an effort to achieve the requirements of this Agreement, as well as the terms of a settlement agreement with private parties related to compliance with federal accessibility requirements. The Parties acknowledge the significant need for affordable Accessible housing throughout the City and the need to ensure Accessible Housing Units are appropriately matched with and occupied by individuals with disabilities who need the accessibility features of these units. The City enters into this Agreement for settlement purposes only, and neither the execution of the

Agreement, its terms, nor any action taken under this Agreement shall be construed as an admission by the City of any fault or wrongdoing or of any violation of Federal law. Notwithstanding the foregoing, the City admits that the Department has jurisdiction to enter into and compel the City's performance under the Agreement and hereby waives any right it might have to contest HUD's jurisdiction or right to enforce compliance with this Agreement. HUD reserves the right to pursue relief against the Community Redevelopment Agency of the City of Los Angeles ("CRA/LA") with respect to any of the activities covered by this Agreement, including the contribution of funding that may reduce the City's obligation to pay for retrofitting under this Agreement.

II. <u>DEFINITIONS</u>

- 6. The following terms shall have the meanings set out herein:
 - a. <u>Accessibility Standards</u> means and refers to the following:
 - i. For purposes of Section 504 and the ADA: The Parties wish to achieve the maximum accessibility for persons with disabilities for purposes of this Agreement, and the following standards will therefore apply: (a) For Housing Developments constructed or substantially altered before March 15, 2012, the new construction requirements of 24 C.F.R. part 8, including 24 C.F.R. §§ 8.4(d), 8.22, 8.26, and 8.32, as well as the new construction requirements of UFAS; (b) for Housing Developments constructed or substantially altered on or after March 15, 2012, the <u>Alternative Accessibility Standard</u>; or (c) any future standard and other regulatory requirements related to accessibility applicable to newly constructed facilities in federally-assisted programs that may be adopted in a final rule issued by HUD pursuant to notice and comment rulemaking under Section 504 so long as such standard and regulatory requirements do not provide for less accessibility for persons with disabilities than either (a) or (b);
 - ii. For purposes of the Fair Housing Act, compliance with the standards set forth in 24 C.F.R. § 100.205, including: ANSI A117.1-1986; and the Fair Housing Accessibility Guidelines, March 6, 1991, in conjunction with the Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines, June 28, 1994.
 - b. <u>Accessible</u>, when used with respect to a <u>Housing Unit</u> or a <u>Housing Development</u>, means and refers to full compliance with the requirements of the <u>Accessibility</u> <u>Standards</u> for purposes of Section 504 and the ADA.
 - c. <u>Accessible Housing Development</u> means and refers to a <u>Housing Development</u> that is <u>Accessible</u>, including <u>Accessible</u> public and common use areas as well as the number of <u>Accessible Housing Units</u> that are required by this Agreement to be <u>Accessible</u>.

- d. <u>Accessible Housing Units</u> means and refers collectively to <u>Housing Units with</u> <u>Mobility Features</u> and <u>Housing Units with Hearing/Vision Features</u>. An <u>Adaptable</u> <u>Housing Unit</u> may be counted as an <u>Accessible Housing Unit</u> so long as (1) the adaptable elements are limited to those permitted by the <u>Accessibility Standards</u> for purposes of Section 504 and the ADA, and (2) the <u>City</u>, the <u>Subrecipient</u>, the <u>Owner</u>, and the <u>Property Management Agent</u> of each <u>Housing Development</u> where any <u>Adaptable Housing Unit</u> is located establish, maintain, and implement procedures that ensure: (a) the <u>Adaptable Housing Units</u> are tenanted in accordance with 24 C.F.R. § 8.27, and (b) prompt, effective action is taken to install, add to, raise, lower, or otherwise alter adaptable elements upon request made by or on behalf of a <u>Person</u> <u>With A Disability</u> and that such action is taken without cost to the <u>Person With A</u> <u>Disability</u>. *See* 24 C.F.R. §§ 8.3, 8.32; UFAS §§ 4.34.3 - 4.34.6 and the comparable provisions of the Alternative Accessibility Standard.
- e. <u>Accessible Route</u> means and refers to a continuous, unobstructed <u>UFAS</u>-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32 and <u>UFAS</u> § 4.3. As used for purposes of the ADA, an <u>Accessible Route</u> is as described in Chapter 4 of the 2010 Standards for Accessible Design, 28 C.F.R. § 35.104, as applied to public entities, except that elevator exceptions do not apply.
- f. <u>Adaptable Housing Unit</u> means and refers to a dwelling unit that is on an <u>Accessible Route</u>, is tenanted in accordance with 24 C.F.R. § 8.27, and is otherwise in compliance with the <u>Accessibility Standards</u> for purposes of Section 504 and the ADA, except that certain required dwelling unit accessibility features, such as kitchen counters, sinks, and grab bars, will be installed, added to, raised, lowered, or otherwise altered upon request to accommodate the needs of <u>Persons With</u> <u>Disabilities</u> or to accommodate the needs of persons with different types or degrees of disability promptly and effectively without cost to the <u>Person with A Disability</u>. *See* 24 C.F.R. §§ 8.3, 8.32; <u>UFAS</u> §§ 4.34.3 4.34.6 and comparable provisions of the <u>Alternative Accessibility Standard</u>.
- g. <u>Alternative Accessibility Standard</u> means and refers to the <u>Alternative Accessibility</u> <u>Standard</u> for new construction set out in HUD's notice at 79 Fed. Reg. 29,4671 (May 23, 2014), when used in conjunction with: the new construction requirements of 24 C.F.R. part 8, including 24 C.F.R. § 8.22; and the new construction requirements of 28 C.F.R. part 35, including the 2010 Standards for Accessible Design as defined in 28 C.F.R. § 35.104 and as applied to public entities (excluding any elevator exceptions).
- h. <u>Assistance Animals</u> means and refers to animals that work, provide assistance, or perform tasks for the benefit of a <u>Person With A Disability</u> as well as animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. <u>Assistance Animals</u> are not pets and are not subject to a housing provider's pet policies. Service animals are one type of <u>Assistance Animal</u>.

<u>Assistance Animals</u> include animals that are trained and untrained and include dogs and other animals.

- <u>Auxiliary Aids</u> means and refers to aids, services or devices that enable persons with vision, hearing, manual, or speech impairments to have an equal opportunity to participate in, or enjoy the benefits of, programs, services, or activities, including housing and other programs, services, and activities subject to the requirements of Section 504 and/or the Americans with Disabilities Act. <u>Auxiliary Aids</u> include but are not limited to the aids, services, and devices set out in the definition of auxiliary aids in 24 C.F.R. § 8.3 and the definition of auxiliary aids and services in 28 C.F.R. § 35.104. See also 42 U.S.C. § 12103(1).
- j. <u>Certification of Compliance</u> means and refers to a certification issued by the City following the issuance of a Verification of Compliance by a <u>Neutral Accessibility</u> <u>Consultant</u>, as set out in this Agreement including at Paragraph 24, using the form at Appendix 3 of this Agreement.
- k. City means and refers to the City of Los Angeles, California.
- 1. <u>CRA Housing Developments</u> means and refers to the 22 <u>Housing Developments</u> that received Federal funds from <u>HUD</u> through the City, through the Community Redevelopment Agency of the City of Los Angeles ("CRA/LA"), that were the subject of a voluntary compliance agreement executed between HUD and the CRA/LA. These developments are referenced in Appendix 2 of this Agreement.
- m. *Days* means and refers to calendar days.
- n. <u>Department</u> or <u>HUD</u> means and refers to the U.S. Department of Housing and Urban Development.
- o. <u>Effective Date</u> means and refers to the <u>Effective Date</u> of this Agreement, which is the date of the latest signature on this Agreement by any of the <u>Parties</u>.
- p. Existing Housing Developments means and refers to all of the Housing Developments that appear on the spreadsheet included in Appendices 1 and 2, which the <u>City</u> represents to HUD are (1) all of the <u>Housing Developments</u> with five or more <u>Housing Units</u> that received any Federal financial assistance from or through the <u>City</u> since July 11, 1988, plus (2) all of the <u>Housing Developments</u> with five or more Housing <u>Units</u> that were designed, constructed, altered, operated, administered, or financed, in whole or in part, in connection with a program administered in whole or in part by the <u>City</u> since January 26, 1992. These include the <u>CRA Housing</u> <u>Developments</u>. Existing Housing Developments do not include <u>Housing Developments</u>. Existing Housing Developments are some point following the <u>Effective</u> <u>Date</u>, <u>Housing Developments Subject to Other Alterations</u>.

- q. <u>Future Housing Developments</u> means and refers to <u>Housing Developments</u> for which new construction commences after the <u>Effective Date</u> and (1) that will have five or more <u>Housing Units</u> and that will receive any Federal financial assistance from or through the <u>City</u>; or (2) that are designed, constructed, operated, administered, or financed, in whole or in part, in connection with a program administered, in whole or in part, by the <u>City</u> or its <u>Subrecipient(s)</u>.
- r. <u>*HCID*</u> means and refers to the <u>City</u>'s Housing and Community Investment Department and any successor departments within the <u>City</u>.
- s. <u>Housing Development</u> or <u>Development</u> means and refers to the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that (1) received or will receive any Federal financial assistance from or through the <u>City</u> and/or (2) were, are, or will be designed, constructed, altered, operated, administered, or financed in connection with a program administered by the <u>City</u> or by its <u>Subrecipients</u>.
- t. <u>Housing Developments Covered by this Agreement</u> means and refers collectively to Existing Housing Developments, <u>Housing Developments Currently Under</u> <u>Construction, Future Housing Developments, Housing Developments Subject to</u> <u>Substantial Alterations, and Housing Developments Subject to Other Alterations.</u>
- u. <u>Housing Developments Currently Under Construction</u> means and refers to all <u>Housing Developments</u> that, as of the <u>Effective Date</u>, are unoccupied and (1) are undergoing new construction, have or will have five or more <u>Housing Units</u>, and received or receive any Federal financial assistance from or through the <u>City</u>; (2) are undergoing "substantial alterations" within the meaning of 24 C.F.R. § 8.23(a), have or will have 15 or more <u>Housing Units</u>, and received or receive any Federal financial assistance from or through the <u>City</u>; and/or (3) are undergoing new construction, and were or are designed, constructed, administered, or financed, in whole or in part, in connection with a program administered in whole or in part by the <u>City</u>.
- <u>Housing Developments Subject to Other Alterations</u> means and refers to <u>Housing</u> <u>Developments</u> that are subject to "other alterations" or "alterations" commenced after the <u>Effective Date</u>. For purposes of this definition, "other alterations" are those alterations required to comply with the standard for "other alterations" as provided in 24 C.F.R. § 8.23(b) (Section 504), and "alterations" are those alterations required to comply with the standard for "alternations" as provided in 28 C.F.R. § 35.151(b) (ADA). Remediations to achieve compliance with the <u>Accessibility Standards</u> are not "other alterations" or "alterations."
- w. <u>Housing Developments Subject to Substantial Alterations</u> means and refers to <u>Housing Developments</u> that are subject to substantial alterations commenced after the <u>Effective Date</u>. For purposes of this definition, "substantial alterations" are alterations undertaken to a <u>Housing Development</u> that has 15 or more <u>Housing Units</u> and is required to comply with the standard for "substantial alterations" as provided

in 24 C.F.R. § 8.23(a) (Section 504). Remediations to achieve compliance with the <u>Accessibility Standards</u> are not "substantial alterations."

- x. <u>Housing Unit</u> means and refers to a single <u>Unit</u> of residence that provides spaces for living, bathing, and sleeping, provided such definition shall not be construed to exclude <u>Single Room Occupancy Units</u>. A <u>Housing Unit includes</u> a dwelling unit as that term is used in 24 C.F.R. § 8.22.
- y. <u>Housing Unit with Hearing/Vision Features</u> means and refers to a <u>Housing Unit</u> that complies with 24 C.F.R. § 8.22 and all applicable provisions of <u>UFAS</u> or the comparable provisions of the <u>Alternative Accessibility Standard</u>, including but not limited to § 809.5 of the 2010 Standards for Accessible Design. Hearing/Vision Features include but are not limited to visual alarms (<u>UFAS</u> §§ 4.34.10, 4.28.3), auxiliary alarms (<u>UFAS</u> §§ 4.34.10, 4.28.4), telephone volume controls and hearing aid compatibility (<u>UFAS</u> § 4.31.5), protections against protruding objects (<u>UFAS</u> § 4.4), stairway requirements (<u>UFAS</u> §§ 4.9, 4.26.4), protections against exposed pipes and surfaces (<u>UFAS</u> §§ 4.19.4, 4.24.6, 4.34.6.5(8)), audible alarms (<u>UFAS</u> § 4.28.2), signage (<u>UFAS</u> § 4.30), push button controls for telephones (<u>UFAS</u> § 4.31.6), consumer information (<u>UFAS</u> § 4.34.4), and range, cooktop, and oven controls (<u>UFAS</u> §§ 4.34.6.6, 4.34.6.7).
- z. <u>Housing Unit with Mobility Features</u> means and refers to a <u>Housing Unit</u> that is located on an <u>Accessible Route</u> and complies with the requirements of 24 C.F.R. § 8.22 and all applicable provisions of <u>UFAS</u> or the comparable provisions of the <u>Alternative Accessibility Standard</u>, including but not limited to §§ 809.2 through 809.4 of the 2010 Standards for Accessible Design. A <u>Housing Unit with Mobility Features</u> can be approached, entered, and used by persons with mobility disabilities, including individuals who use wheelchairs.
- aa. <u>*HUD*</u> or the <u>*Department*</u> means and refers to the U.S. Department of Housing and Urban Development.
- bb. <u>Neutral Accessibility Consultant</u> or <u>NAC</u> means and refers to one or more architects who are retained and paid by the <u>City</u> and approved in advance by <u>HUD</u> as having the requisite specialized knowledge, skills, experience, and expertise to successfully perform all of the NAC's responsibilities and functions set out in this Agreement. *See*, *e.g.*, Paragraphs 16 through 19, Paragraph 24, and Appendix 3. As more fully set forth in Paragraph 16.b, HUD retains the authority to disapprove one or more of the NACs that it had previously approved.
- cc. <u>Owner</u> means and refers to an owner of a <u>Housing Development</u> and such owner's successors and assigns who (1) has received, receives, or will receive any Federal financial assistance from or through the City since July 11, 1988, and/or (2) was, is, or will be the owner of a <u>Housing Development</u> designed, constructed, altered, operated, administered, or financed, in whole or in part, in connection with a program

administered in whole or in part by the City since January 26, 1992. An <u>Owner may</u> also be a <u>Subrecipient</u>.

- dd. <u>*Parties*</u> means and refers collectively to the City of Los Angeles and the U.S. Department of Housing and Urban Development.
- ee. <u>Person With A Disability</u> means and refers to a person who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing, or learning; has a record of such impairment; or is regarded as having such an impairment. *See* 24 C.F.R. § 8.3, as modified by the ADA Amendments Act of 2008, Pub. L. 110-325, § 7(2), 122 Stat. 3558 (September 25, 2008), amending 29 U.S.C. §705(20).
- ff. <u>Property Management Agent</u> means and refers to a person or entity that manages one or more of the <u>Housing Developments Covered by this Agreement</u> on behalf of an <u>Owner</u>.
- gg. <u>Reasonable Accommodation</u> means and refers to a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility or dwelling unit that may be necessary to provide a <u>Person With A Disability</u> an equal opportunity to (1) use and enjoy a dwelling, including public and common use areas of a Development, (2) participate in, or benefit from, a program (housing or non-housing), service or activity; or (3) to avoid discrimination against a <u>Person With A Disability</u>. Such an accommodation must be granted unless it would (i) pose an undue financial and administrative burden, or (ii) fundamentally alter the essential nature of the program, service, or activity. For purposes of this Agreement, a reasonable accommodation includes any physical or structural change to a Housing Unit or a public or common use area that would be considered a reasonable modification for purposes of the Fair Housing Act.
- hh. <u>Remediation infeasibility or infeasible remediation</u>, as used in this Agreement in connection with the number of Accessible Housing Units to be provided through the retrofitting of an Existing Housing Development pursuant to Paragraphs 15, 17, and 18 of this Agreement, means and refers to a circumstance where (1) the remediation of the Existing Housing Development's public and common use areas or the minimum number of Accessible Housing Units for compliance with the Accessibility Standards has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame, without exorbitant cost; and/or (2) existing physical or site constraints on which the Existing Housing Units to be in compliance with the Accessibility Standards, without exorbitant cost. If an Existing Housing Development would be an infeasible remediation because the development cannot accommodate the total minimum number of Accessible Housing Units in

compliance with the Accessibility Standards, the Existing Housing Development will contain Accessible Housing Units to the maximum extent feasible. If providing accessibility for individuals with certain disabilities (e.g., those who use wheelchairs) would be an infeasible remediation as defined here, accessibility shall nonetheless be ensured to persons with other types of disabilities, (e.g., those who use crutches or who have vision, hearing, speech, or mental impairments) in accordance with the Accessibility Standards.

- ii. <u>Subrecipient</u> means and refers to any public or private agency, institution, organization, or other entity or person to which Federal financial assistance or financial assistance from or through the City is extended. A <u>Subrecipient</u> also means and refers to a non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program, but does not include an individual who is a beneficiary of such program. A <u>Subrecipient</u> may include a sub-grantee of the City. A <u>Subrecipient</u> may also be a recipient of other Federal awards directly from a Federal awarding agency. 2 C.F.R. § 200.93. A <u>Subrecipient</u> may also be an Owner.
- jj. <u>Target Number of Accessible Housing Units</u> or <u>Target Number of Units</u> means and refers to the target number, consisting of no less than Four Thousand Thirty-One (4,031) <u>Accessible Housing Units</u>, calculated in accordance with the provisions of Paragraphs 15 and 18.e.vii of this Agreement and required for the <u>City</u> to meet its obligation to make <u>Existing Housing Developments</u> <u>Accessible</u> pursuant to this Agreement.
- kk. <u>*Term of the Agreement*</u> means and refers to the term as set out in Paragraph 62 of this Agreement.
- II. <u>Uniform Federal Accessibility Standards</u> or <u>UFAS</u> means and refers to a set of scoping requirements and standards for the design and construction of buildings and facilities to ensure that they are readily accessible to and usable by persons with disabilities. *See* Appendix A to 24 C.F.R. subpart 40 for residential structures, and Appendix A to 41 C.F.R. subpart 101-19.6 for general-type buildings (<u>UFAS</u> is also available on-line at www.access-board.gov). Pursuant to 24 C.F.R. § 8.32(a), effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of <u>UFAS</u> shall be deemed by HUD to comply, *inter alia*, with the requirements of 24 C.F.R. § 8.22.

III. <u>REMEDIAL ACTIONS</u>

A. Compliance with Civil Rights Requirements

7. <u>City's Commitment to Provide Affordable, Accessible Housing</u>. The City shall take the actions set forth in this Agreement and such other actions as may be necessary to provide accessibility for Persons With Disabilities in its multifamily housing-related programs, and shall ensure that the City, Subrecipients, and Owners comply with the obligation to operate their multifamily housing programs and Housing Covered by this Agreement in accordance

with the Accessibility Standards. Among other things, the City shall ensure the production of the Target Number of Units, over the Term of the Agreement, by inspecting Existing Housing Developments to determine compliance with the Accessibility Standards, by providing Accessible Housing Units with Accessible Routes in Housing Developments Covered by this Agreement, and by causing Subrecipients and Owners to carry out construction to remedy non-compliance with the Accessibility Standards and other applicable requirements set out in this Agreement.

- 8. <u>Funding</u>. To accomplish the activities in this Agreement, the City shall carry out a program with a value that averages a minimum of \$20 million per year over the Term of the Agreement, which amount may be adjusted by mutual agreement of the Parties upon completion of the Target Number of Units. Completion of the Target Number of Units or expenditure of the minimum dollar amount shall not relieve the City of the obligation to comply with any other provisions of the Agreement.
 - a. <u>Federal Funds</u>. Any federal funds used to satisfy this Agreement may only be used to carry out eligible activities under HUD program requirements, and the use of such funds must comply with all applicable federal requirements and the terms of this Agreement.
 - b. <u>Nonfederal funds</u>. The remainder of funds required to carry out the obligations of this Agreement may include such municipal funds as the City may allocate and/or such other nonfederal funds from any other source(s) that are made available for program purposes.
- 9. <u>City's Compliance</u>. The City shall comply with the requirements of Section 504, the ADA, and the Fair Housing Act with respect to all aspects of its multifamily housing-related programs, services, and activities, including administration and financing.
- 10. <u>Monitoring Compliance by Subrecipients and Owners</u>. The City shall monitor its Subrecipients and Owners and require them to comply with the applicable requirements of Section 504, the ADA, the Fair Housing Act, and this Agreement in designing, constructing, altering, operating, administering, and financing housing. The City shall take progressive steps to remedy any failure or refusal of the Subrecipient or Owner to comply with the applicable requirements of Section 504, the ADA, the Fair Housing Act, and applicable provisions of this Agreement, and to compel compliance, including by taking the actions as set forth in Paragraph 55.
- 11. <u>Reporting</u>. Pursuant to its reporting obligations set out in Paragraph 53 and elsewhere in this Agreement, the City shall report the actions it takes to ensure its own and its Subrecipients' and Owners' compliance with Section 504, the ADA, the Fair Housing Act, and the terms of this Agreement.

- B. Requirements for Future Housing Developments, Housing Developments Currently Under Construction, Housing Developments Subject to Substantial Alterations, and Housing Developments Subject to Other Alterations
- 12. Accessibility in Future Housing Developments, Housing Developments Currently Under Construction, and Housing Units Subject to Substantial Alterations. The City shall ensure that all Future Housing Developments and Housing Developments Currently Under Construction are designed and constructed in full compliance with the applicable Accessibility Standards. The City shall ensure that all Housing Developments Subject to Substantial Alterations are altered in accordance with the applicable Accessibility Standards. The City shall also ensure that fifteen percent (15%) of the Housing Units in Future Housing Developments, Housing Developments Currently Under Construction, and Housing Developments Subject to Substantial Alterations are Accessible Housing Units consistent with the requirements of Paragraph 18.e.v. With respect to designated Accessible Housing Units in Housing Developments constructed between February 9, 2016 and the Effective Date of this Agreement, all such units that receive a Certificate of Compliance pursuant to Paragraph 24 will count toward the Target Number of Accessible Housing Units.
- 13. <u>Accessibility in Housing Developments Subject to Other Alterations</u>. The City shall ensure that all Housing Developments Subject to Other Alterations are altered in accordance with 24 C.F.R. § 8.23(b) and 28 C.F.R. § 35.151 and the Accessibility Standards, as applicable.

C. Requirements for Existing Housing Developments

- 14. <u>Representation of Existing Housing Developments by the City</u>. The City hereby represents to the Department that the spreadsheets attached as Appendix 1 to this Agreement, provided to the Department on February 8, 2016, combined with the CRA Housing Developments listed in Appendix 2 are a full and complete listing of (1) all of the Housing Developments that received any Federal financial assistance from or allocated by the City since July 11, 1988, plus (2) all of the Housing Developments that were designed, constructed, altered, operated, administered, or financed, in whole or in part, in connection with a multifamily housing-related program administered in whole or in part by the City since January 26, 1992 as of February 8, 2016. The City further represents that there are no omissions from the listings in the appendices and that the City will promptly advise the Department and supplement the listing if it learns at any time that any Housing Development(s) that should have been on the listing was or were excluded.
- 15. Providing Physical Accessibility Through a Combination of Actions. The City shall do each of the following: (i) The City shall provide Three Thousand One Hundred (3,100) Accessible Housing Units through retrofits to Existing Housing Developments (Two Thousand Two Hundred and Fifteen (2,215) Housing Units with Mobility Features and Eight Hundred and Eighty Five (885) Housing Units with Hearing/Vision Features). Shortfall Units: On or by that date that is ten (10) years after the Effective Date of this Agreement, if the City is unable to meet the 3,100 Accessible Housing Units required through retrofitting,

the number of any shortfall (i.e., the difference between 3,100 Accessible Housing Units minus any Accessible Housing Units achieved through retrofitting) will be added to the Target Number of Accessible Housing Units that the City must provide pursuant to the schedule in Paragraph 18.e.vii matching the type of unit (i.e., mobility-to-mobility and hearing/vision-to-hearing/vision). (ii) Considering the significant need for affordable Accessible Housing Units in the City, the City shall also ensure that, for the Term of this Agreement, fifteen (15%) percent of all Housing Units in Future Housing Developments, Housing Developments Currently Under Construction, and Housing Developments Subject to Substantial Alterations are Accessible Housing Units as specified in Paragraph 12 of this Agreement (11% Housing Units with Mobility Features and 4% Housing Units with Hearing/Vision Features). (iii) The City anticipates producing Ten Thousand (10,000) affordable housing units in the Ten (10) years following the Effective Date of this Agreement, to include One Thousand Five Hundred (1,500) Accessible Housing Units. (iv) The City shall provide the Enhanced Accessibility Program described in Paragraph 15.f. Through these combined actions, the City shall fulfill its obligation to provide a Target Number of Accessible Housing Units that includes no fewer than Four Thousand Thirty-One (4,031) Accessible Housing Units, including no fewer than Two Thousand Seven Hundred Sixteen (2,716) Housing Units with Mobility Features and no fewer than One Thousand Three Hundred Fifteen (1,315) Housing Units with Hearing/Vision Features. The method for establishing the Target Number of Accessible Housing Units is set out in Paragraphs 15.a., 15.b., and 15.c. below and represents the number of Accessible Housing Units necessary for program accessibility in the Existing Housing Developments.

- a. The Target Number of Accessible Housing Units was calculated by taking the sum of the minimum of five percent (5%) of Housing Units at each Existing Housing Development that are required to be Housing Units with Mobility Features pursuant to Section 504 and/or the ADA and adding it to the sum of the minimum of two percent (2%) of Existing Housing Units at each Existing Housing Development that are required to be Housing Units with Hearing/Vision Features pursuant to Section 504 and/or the ADA.
- b. In making this calculation on a Housing Development-by-Housing Development basis, any fractional Housing Units was rounded up as required by Section 504 and the ADA. (For example, in a Housing Development with 21 Housing Units, two (2) Housing Units must be Housing Units with Mobility Features, and one (1) Housing Unit must be a Housing Unit with Hearing/Vision Features. (5% of 21 = 1.05, which is rounded up to 2, and 2% of 21 = .42, which is rounded up to 1.)
- c. To arrive at the Target Number of Accessible Housing Units, this calculation was performed for each Existing Housing Development.
- d. No more than 15% of the Housing Units in any Housing Development may be counted toward the Target Number of Accessible Housing Units that the City must provide (specifically, no more than 11% of the Housing Units in any Development as Housing Units with Mobility Features, and no more than 4% of the Housing Units in

any Development as Housing Units with Hearing/Vision Features) unless the Department provides specific written authorization to do so at a particular Development based on written and other documentary evidence provided by the City that a particular Housing Development affords Persons With Disabilities a housing location that is particularly desirable because of factors such as age/condition and amenities of the Housing Development or the neighborhood where the Housing Development is located.

- e. The City shall provide the Target Number of Accessible Housing Units in accordance with the Accessible Housing Unit Plan, which shall be developed by the City working together with the Independent Living Center of Southern California, the Fair Housing Council of San Fernando Valley, and Communities Actively Living Independent and Free (collectively referred to herein as "Private Plaintiffs"), the Department, and in consultation with the NAC. The Plan shall be reviewed and approved by HUD.
- f. The City shall, for the Term of this Agreement, develop and implement an innovative accessibility program in accordance with Section F of this Agreement. The program will ensure enhanced accessibility for persons with disabilities, including features to accommodate individuals with sensory and mobility disabilities. It will also ensure that Future Housing Developments and Housing Developments Subject to Substantial Alterations contain specified enhanced accessibility features. The Enhanced Accessibility Program shall be utilized in any competitive funding for developers of affordable housing in the City, including HOME and Nine Percent (9%) Low-Income Housing Tax Credit funding, and any future competitively awarded funding through any other programs the City employs during the Term of this Agreement. Developers that submit applications for competitively awarded funding from the City shall receive a minimum of a ten percent (10%) bonus in allocation points awarded on their application for participating in the Enhanced Accessibility Program, the elements of which are detailed in Appendix 5. The NAC shall, in accordance with Paragraph 24, verify compliance with the provisions of this paragraph. Throughout the Term of the Agreement, the City will market the Enhanced Accessibility Program to all housing developers in the City as part of its commitment to promote enhanced housing accessibility for persons with disabilities in all housing being constructed in the City.
- g. A Housing Unit cannot be counted towards meeting the Target Number of Accessible Housing Units until the NAC has verified that the Housing Unit, and the Development in which the Housing Unit is located, comply with the Accessibility Standards, including those required for Fair Housing Act compliance. The Accessible Housing Unit Plan, developed by the City working with the Private Plaintiffs and approved by HUD, will set forth the schedule for bringing the Housing Developments Covered by this Agreement into compliance with the Accessibility Standards. After all accessibility surveys of Existing Housing Developments have been completed, the City may request to count an Accessible Housing Unit towards meeting the Target Number of Accessible Housing Units before the NAC has verified and the City has certified that the Housing Development in which the Accessible

Housing Unit is located complies with all Fair Housing Act Accessibility Standards. Such request shall be assessed through the Accessible Housing Unit Plan or an annual update to the Accessible Housing Unit Plan. In deciding whether to grant such approval, among the factors the Department will consider are the factors identified in Paragraph 18.e.vi and the steps the City has taken in accordance with Paragraph 55 to bring the Development into compliance with the Fair Housing Act.

D. Neutral Accessibility Consultant (NAC)

- 16. Retaining the Neutral Accessibility Consultant(s). The Department acknowledges that the City has retained an architectural firm pursuant to the agreement with the Private Plaintiffs. Within ninety (90) Days after the Effective Date, the City shall retain one or more architects approved in advance by the Department as having the requisite specialized knowledge, skills, experience, and expertise to successfully perform all of the NAC's responsibilities and functions set out in this Agreement to serve as an independent, neutral, consultant under this Agreement. The City shall retain a sufficient number of NACs so that the City can meet its obligations under this Agreement, including the deadlines in this Agreement. Each NAC plays a central role in ensuring that this Agreement results in Housing Units and Housing Developments that are accessible to Persons With Disabilities in compliance with the Accessibility Standards, and, accordingly, must have a high level of experience and expertise in interpreting, applying, and conducting training on all of the Accessibility Standards; developing protocols for, and training designated staff in HCID, the City Department on Disability, and the City Department of Building and Safety to perform functions required by this Agreement; conducting quality assurance oversight for on-site accessibility surveys and survey reports; reviewing proposed accessibility modifications to ensure that they will achieve compliance with the Accessibility Standards; developing an Accessible Housing Unit Plan; providing technical assistance on a wide variety of accessibility issues; and providing testimony in connection with lawsuits to enforce compliance. The City shall compensate each NAC in connection with all activities performed pursuant to this Agreement, without regard to outcome, including travel-related costs and expenses. One NAC, as designated by HUD, shall serve as the Chief NAC, who will provide oversight of any other NACs and quality assurance, as needed, to ensure that NAC functions under this Agreement are performed in a consistent, professional manner.
 - a. Prior to retaining each NAC, the City shall obtain from that individual documentation verifying that: (i) the individual has and will maintain at all times relevant to this Agreement errors and omissions liability insurance; (ii) the individual selected as the NAC will personally review and verify all findings and determinations made pursuant to this Agreement and personally supervise all NAC functions performed pursuant to this Agreement; and (iii) the NAC is and will be independent of any architectural and/or engineering firm/entity with whom the City contracts for the purposes of developing the plans/drawings/blueprints for any new construction, substantial alterations, alterations, and/or modifications subject to this Agreement.

- b. Before the City can rely on the services of any replacement NAC to perform functions required by this Agreement, the replacement NAC must be approved in advance by the Department as having the requisite specialized knowledge, skills, experience, and expertise to successfully perform all of the NAC's responsibilities and functions set out in this Agreement. The City may not terminate the services of a NAC or any replacement NAC without the Department's approval. The City must obtain a replacement NAC if the Department determines that the NAC is not performing in accordance with the terms of the Agreement, including by not requiring full compliance with the Accessibility Standards as set out in this Agreement.
- c. The City shall require the NAC to be available to consult with the City and the Department and report to the City and the Department regarding the City's, Subrecipients', and Owners' compliance with all provisions of this Agreement relating to compliance with the Accessibility Standards, including but not limited to Section III.D and Appendix 3 of this Agreement.
- 17. <u>NAC Functions</u>. The NAC will develop in consultation with the City, for HUD review and approval, survey tools, checklists, and protocols that comply with Section 504, the ADA, the Fair Housing Act, their implementing regulations, and the Accessibility Standards. As of the Effective Date, these materials have not been submitted to or approved by the Department. The City shall require the NAC to perform various functions as set out in this Agreement, including but not limited to the following functions:
 - a. <u>On-site Accessibility Surveys and Survey Reports</u>, pursuant to Paragraphs 18.a, 18.b, 18.c, and 19 of this Agreement.
 - b. <u>Accessible Housing Unit Plan</u>, pursuant to Paragraphs 18.c through g of this Agreement and shall provide the City and the Department information necessary for the development and review of the Plan (e.g., architectural survey data, cost estimates, architectural advice on innovative site-specific solutions, etc.).
 - c. <u>Accessible Housing Distribution Site Map</u>, pursuant to Paragraph 18.g of this Agreement.
 - d. <u>Verifications</u>. Verifications of Compliance for Housing Developments Covered by this Agreement, pursuant to Paragraphs 19 and 24 of this Agreement.
 - e. <u>Enforcement Support</u>. As needed to satisfy the terms of the Agreement, the City shall direct the NAC to provide oral testimony, surveys, written reports, or other evidence or materials in preparation for or in connection with enforcement actions against Subrecipients and/or Owners, or actions to enforce the VCA by HUD or the Department of Justice.
 - f. <u>Oversight and Quality Assurance</u>. The City shall require the Chief NAC to develop and implement a quality assurance and oversight program relating to the City's, Subrecipients', and Owners' performance of functions under this Agreement,

pursuant to Paragraph 19 of this Agreement, which shall include performing, at a minimum, the following functions and activities to ensure compliance with this Agreement:

- i. Developing a quality assurance program that ensures the quality and consistency of work performed by the City pursuant to this Agreement, advising the City of any performance issues identified through the quality assurance program, and addressing such performance issues (*e.g.*, additional training, extra oversight, limiting functions performed);
- ii. Assisting the City in developing protocols, assessment tools, checklists, and standards for ensuring accessibility of the Housing Developments and the City's housing programs;
- iii. Assisting the City to develop internal capacity to monitor and ensure compliance by the City, Subrecipients, and Owners with applicable accessibility requirements, including the Accessibility Standards, by providing training and oversight to designated City staff, including staff in HCID, the City Department on Disability, and the City Department of Building and Safety, regarding the interpretation and application of the applicable standards, conducting and documenting on-site accessibility surveys, review of survey reports, development of plans to remedy accessibility violations identified during an accessibility survey, and documentation of results;
- g. <u>Architects and Developers Training Program</u>. The Training for Architects and Developers shall be conducted annually and shall include: (i) a curriculum that is a minimum of two (2) days in length; (ii) a comprehensive explanation of all applicable accessibility standards including UFAS, the Alternative Accessibility Standard, Fair Housing Act Accessibility Guidelines, and the California Building Code, including differences among the standards and how to resolve conflicts among the standards; (iii) an explanation of the Enhanced Accessibility Program; (iv) an on-site survey of a development where trainees apply the Accessibility Standards; and (v) a written exam that requires application of the Accessibility Standards. The City will submit the training curriculum to the California Department of State Architect in order to qualify for continuing education credits under the American Institute of Architects' Health, Safety and Welfare requirements.
- 18. NAC Planning Functions to Facilitate Compliance for Existing Housing Developments:
 - a. <u>On-Site Accessibility Surveys</u>. The City has informed HUD that the architectural firm retained for purposes of the Private Plaintiffs settlement agreement has surveyed 104 developments as of the Effective Date. As stated in Paragraph 17, HUD has not approved the survey tools, checklists, and protocols. Within one hundred ninety (190) Days after the first NAC is retained, the City shall require the NAC to complete a review of the accessibility reports already prepared pursuant to the agreement with the Private Plaintiffs and shall require the NAC to determine the

extent to which such reports may be used, with or without supplemental surveys as the NAC deems prudent, to identify non-compliance with the Accessibility Standards and other requirements of this Agreement and modifications required to achieve compliance with the Accessibility Standards at the previously surveyed Housing Developments. The NAC's review of survey reports already prepared as of the Effective Date may include on-site reviews to determine the accuracy and sufficiency of the survey reports. If the NAC determines that a survey report already conducted is accurate and provides all of the information required to ensure compliance with the Accessibility Standards and other requirements of this Agreement, the accessibility report may be used for purposes of assessing the relevant Housing Development's compliance with the Accessibility Standards and the other requirements of this Agreement. If the NAC determines that a survey report is not accurate or is otherwise insufficient to provide the information relating to the Housing Development's compliance with the Accessibility Standards and other accessibility requirements of this Agreement, the City shall require the NAC to determine what additional steps must be taken to obtain an accurate on-site accessibility survey and survey report of the Housing Development's compliance with the Accessibility Standards and other requirements of this Agreement, which may include a partial or full re-survey of the Housing Development. The City may permit the NAC to rely on other accessibility surveys of any Housing Developments Covered by this Agreement that the NAC deems to be reliable.

b. The City shall require each Subrecipient and Owner, consistent with tenant notification requirements, to provide to the assigned NAC full and unlimited access to all internal and external areas of Housing Developments Covered by this Agreement, including Housing Units. During the three (3) year period that commences on the Effective Date of this Agreement, and subject to any extension granted by the Department pursuant to Paragraph 73 of this Agreement, the City shall require the NACs to survey all Existing Housing Developments. The purpose of this survey shall be: (1) to identify Developments and Housing Units that are Accessible; (2) to identify at each Development any noncompliance with the Accessibility Standards for Section 504, the ADA and, for Housing Developments designed and constructed for first occupancy after March 13, 1991, any noncompliance with the Accessibility Standards for the Fair Housing Act, (3) to identify the specific accessibility modifications that are required to make each Housing Development Accessible, including the provision of 5% of the total Housing Units in each Housing Development as Housing Units with Mobility Features and the provision of an additional 2% of the total Units in each Housing Development as Housing Units with Hearing/Vision Features, and to identify any noncompliance with the Accessibility Standards for the Fair Housing Act in each Housing Development designed and constructed for first occupancy after March 13, 1991; (4) identify the estimated costs of such accessibility modifications; and (5) identify any factors that make the Housing Development a particularly desirable or undesirable location for the placement of Accessible Housing Units, including any architectural or other conditions or constraints that merit consideration in the formulation and approval of

the Accessible Housing Unit Plan for targeting the location of Accessible Housing Units. During the on-site accessibility survey, the City shall require the NACs to assess compliance using the Accessibility Standards in accordance with forms and protocols established by the Chief NAC.

- c. <u>Survey Reports.</u> Within sixty (60) Days after completion of an on-site accessibility survey, the City shall require the NACs to complete an on-site accessibility survey report for each of the Existing Housing Developments. Specifically, the City shall require the NACs to perform the following functions:
 - i. Within sixty (60) Days after completion of an on-site accessibility survey of an Existing Housing Development, prepare a survey report specifying the Accessibility Standards used, identifying and documenting all of the elements of the Development that do not comply with the Accessibility Standards and all structural modifications required to achieve full compliance, including requirements for dispersal of Housing Units with Hearing/Vision Features and Housing Units with Mobility Features.
 - ii. Each such report shall include: (i) a preliminary scope of work necessary to remedy such non-compliance; (ii) a preliminary estimate of the cost of carrying out the remediation; (iii) a description of any individual architectural and other constraints that, in the NAC's opinion, make the provision of Accessible Housing Units, dispersal of Accessible Housing Units by bedroom size, or remediations to achieve Accessible public and common use areas of the Development particularly challenging; (iv) notation of features of the Development and neighborhood that make the Development a particularly desirable site for Accessible Housing Units; and (v) other factors that may be relevant for consideration in preparing the Accessible Housing Unit Plan.
 - iii. Submit such reports to the City together with survey forms and documentation and any information and documentation requested by the City.
 - iv. Submit the report to the relevant Subrecipient and Owner.
- d. <u>Public Participation in the Accessible Housing Unit Plan</u>. At least sixty (60) Days before the Accessible Housing Unit Plan is required to be submitted to HUD pursuant to Paragraphs 18.e and 18.f, the City shall conduct a hearing for purposes of soliciting input from members of the disability community and organizations that advocate for persons with disabilities regarding the Accessible Housing Unit Plan. The City shall coordinate with the Department in planning and scheduling the hearing and shall ensure that the NACs and representatives of the City attend the hearing. The City shall notify the disability community and organizations that advocate for persons with disabilities about the hearing at least ten (10) Days in advance of the hearing by posting a notice on the City's main website and sending emails to organizations that advocate for persons with disabilities. The City shall consult with the Department to ensure that the list of such organizations is sufficient. In the notice and the emails,

the City shall also solicit written comments from persons with disabilities and disability advocacy organizations and provide procedures for the submission of such comments. The City shall promptly forward any such written comments to the Department and the NACs for consideration in formulating the Accessible Housing Unit Plan. The City shall conduct the hearing at a location that is accessible to persons with disabilities, and the City shall conduct the hearing and provide any materials distributed at the hearing in a manner that ensures effective communication with individuals with disabilities and ensures meaningful access for persons with limited English proficiency. At the hearing, the City shall provide an overview regarding Housing Developments Covered by this Agreement and shall solicit input from members of the disability community and organizations that advocate for persons with disabilities regarding information and factors to be considered in the development of the Accessible Housing Unit Plan. Within ten (10) Days after the hearing is conducted, the City shall provide the Department with a video and audio recording of the hearing as well as a hearing transcript.

- e. Accessible Housing Unit Plan. The Department acknowledges that the City has developed an Accessible Housing Unit Plan (AHUP) pursuant to the agreement with the Private Plaintiffs. The City shall work with the Private Plaintiffs to prepare or revise, in consultation with the Department, relying on the on-site accessibility surveys from Paragraphs 18.a, 18.b, and 18.c and taking into consideration comments from the public hearing held pursuant to Paragraph 18.d, the Accessible Housing Unit Plan. The City shall revise the current plan, as needed, to meet the requirements of this Agreement. The City shall complete and submit the draft Accessible Housing Unit Plan to the Department for review and approval no later than one (1) year after the Effective Date. After it is initially created based on surveys conducted before or in the first year and other factors, the Accessible Housing Unit Plan will be updated annually, as appropriate and subject to HUD approval, to reflect the results of additional surveys and other occurrences, including a HUD-approved change in the accessibility survey schedule. In the Accessible Housing Unit Plan, Housing Developments selected as the site for any Housing Unit to be counted towards the Target Number of Units will be selected so as to maximize the placement of Housing Units with Mobility Features in Housing Developments that comply with all applicable Accessibility Standards. Sites for Housing Units with Hearing/Vision features will be selected so as to maximize integration. The plan shall recommend locations of Accessible Housing Units in accordance with the following objectives:
 - i. Accessible Housing Units shall be geographically distributed throughout the Housing Developments so as to provide Persons With Disabilities with access to Housing Developments to the maximum extent feasible;
 - ii. Accessible Housing Units shall be provided in a range of Housing Unit sizes (*e.g.*, two bedroom) and amenities (*e.g.*, playgrounds and other recreation areas) so that individuals with disabilities have equal access to the different housing options provided in the City's housing programs;

- iii. Accessible Housing Units shall be provided so as to maximize affordability for low-income and moderate income individuals with disabilities, except that some market rate Housing Units with Mobility Features and Housing Units with Hearing/Vision Features shall be provided and geographically distributed in Housing Developments where market rate Housing Units are provided consistent with Section 504, ADA, and Fair Housing Act requirements; and
- iv. Accessible Housing Units shall be provided so as to maximize access to public transportation, proficient schools, employment opportunities, grocery stores, other retail establishments, medical providers, and parks, playgrounds, and other recreational areas and significant community amenities;
- v. No more than fifteen percent (15%) of the Housing Units in any Housing Development may be counted toward the Target Number of Accessible Housing Units that the City must provide (specifically, no more than eleven percent (11%) of the Housing Units in any Housing Development with Mobility Features and no more than 4% Housing Units in any Housing Development with Hearing/Vision Features) unless the Department provides specific written authorization to do so at a particular Development based on written and other documentary evidence provided by the City that a particular Housing Development affords persons with disabilities a housing location that is particularly desirable because of factors such as age/condition and amenities of the Housing Development or the neighborhood where the Housing Development is located.
- vi. While a key objective of this Agreement is to maximize the number of Housing Developments that are Accessible, the City may permit the NAC to determine that some Housing Developments provide much better housing options for persons with disabilities than others due to the current level of accessible features at a Housing Development, the age of the Housing Development, architectural and other constraints, capacity of emergency alarm systems to be readily upgraded to provide the requisite visual alarms, amenities and access issues for Persons With Disabilities in the neighborhood where a Development is located, and other information relating to the objectives subsections i. through v. above. The City, in consultation with the NAC and based on the Accessible Housing Unit Plan, shall balance these objectives and identify locations for the Target Number of Accessible Housing Units that the City shall provide under this Agreement and set out a schedule for the Housing Unit and Housing Development accessibility modifications that shall be required for the City to achieve the Target Number of Accessible Housing Units through retrofits to Existing Housing Developments within ten (10) years after the Effective Date of this Agreement; and

vii. The Accessible Housing Unit Plan shall set out annual schedules for the completion of remediations at Housing Developments and the production of the Target Number of Units that will enable the City to meet its obligations under this Agreement to provide the Target Number of Accessible Housing Units within the ten (10) year period following the Effective Date and enable the Department to determine on an annual basis whether the City is on track in meeting its obligation to provide the Target Number of Accessible Housing Units. The production of Housing Units with Hearing/Vision Features shall be in accordance with Section III.F of this Agreement and the Accessible Housing Unit Plan. On the fourth (4th), seventh (7th), and tenth (10th) years from the Effective Date of this Agreement, the number of Shortfall Units described at Paragraph 15 shall be tallied for their respective unit type (i.e., mobility vs. hearing/vision), reported to the Department pursuant to Paragraph 53, and added to the Target Number of Accessible Housing Units based on the following schedule: 1,100 retrofits at year 4 (786 mobility and 314 hearing/vision); 1,000 retrofits at year 7 (714 mobility and 286 hearing/vision); and 1,000 retrofits at year 10 (714 mobility and 286 hearing/vision). However, if, ten (10) years from the Effective Date of this Agreement, 3,100 Accessible Housing Units achieved through retrofits to Existing Housing Developments pursuant to Paragraph 15 (2,215 Housing Units with Mobility Features and 885 Housing Units with Hearing/Vision Features) have received a Certification of Compliance, the Target Number of Accessible Housing Units will return to 4,031.

For example: If the shortfall of mobility units at year 4 is 50, 50 mobility units will be added to the Target Number of Accessible Housing Units, to total 4,081 (totaling 2,766 mobility units and 1,315 hearing/vision units). If on the 7th year from the Effective Date of this Agreement, there is a shortfall of 50 mobility units and 50 hearing/vision units, 50 units of each type will be added to the Target Number of Accessible Housing Units, to total 4,181 (2,816 mobility units and 1,365 hearing/vision units). If on the 10th year from the Effective Date of this Agreement, there is no shortfall, the Target Number of Accessible Housing Units will return to 4,031. However, if on the 10th year from the Effective Date of this Agreement, there continues to be a shortfall wherein 3,100 Accessible Housing Units through retrofits to Existing Housing Developments are not achieved, the new total Target Number of Accessible Housing Units will continue to be 4,181 (2,816 mobility units and 1,365 hearing/vision units).

f. Department Review and Approval of the Accessible Housing Unit Plan. The Department, after reviewing the draft Accessible Housing Unit Plan, and after consulting with the City, the Private Plaintiffs, and/or the NAC as the Department deems appropriate, will decide whether to approve the Accessible Housing Unit Plan or return the Plan to the City for further action. Once the Department approves the Accessible Housing Unit Plan, the City may still propose changes to the Plan, including changes in Accessible Housing Unit production schedules and a change to the number of Accessible Units to be provided under the Plan based on evidence of changed circumstances. Any such changes to the Plan are subject to HUD approval. For purposes of this Agreement, the refusal of Owners to pay for retrofits shall not be deemed changed circumstances. If changed circumstances relating to retrofitting are sufficient to demonstrate <u>Remediation Infeasibility</u>, then the City may request, and HUD may approve, a determination that a specific <u>Existing Housing Development</u> cannot be remediated through retrofitting based on the changed circumstances demonstrated by the City. After approval by the City and the Department, the Accessible Housing Unit Plan may only be amended by mutual agreement of the Parties, which must be in writing and signed by the Parties.

- Accessible Housing Unit Distribution Site Map. Working jointly with the Chief NAC, g. the City shall prepare an Accessible Housing Unit Distribution Site Map to enable the Chief NAC to prepare and the Department to review the Accessible Housing Unit Plan. Concurrent with the submission of the Accessible Housing Unit Plan, the City shall submit for the Department's review, modification, and approval a City-wide Accessible Housing Unit Distribution Site Map. The purpose of this Site Map is to assist the Department in monitoring the distribution of Accessible Housing Units within the Housing Developments Covered by the Agreement and monitoring the completion of Accessible Housing Units and the accessibility of Housing Developments throughout the Term of this Agreement. The Department may, within thirty (30) Days of submission, require modifications to the City's Accessible Housing Unit Distribution Site Map. The City shall notify the Department on a quarterly basis of any proposed revision or modification to the Site Map, which shall be subject to the Department's review and approval. The Site Map will be provided in an electronic format to be determined in consultation with the Department and will include:
 - i. The name, location, address, and contact information of all existing and anticipated Housing Developments Covered by this Agreement;
 - ii. The proposed percentage of Housing Units with Mobility Features, the proposed percentage of Housing Units with Hearing/Vision Features, and the total number of Housing Units that are to be located at each Existing Housing Development upon completion of the modifications required to make each such Existing Housing Development Accessible pursuant to Paragraphs 15 to 20, and that are to be located at each Future Housing Development and Housing Development Currently Under Construction and Housing Development Subject to Substantial Alterations and Housing Development Subject to Other Alterations upon issuance of the City's Certification of Compliance;

- iii. The distribution of Unit bedroom sizes for all Units at each Development and specifically for Housing Units with Mobility Features and Housing Units with Hearing/Vision Features;
- iv. The street address and Housing Unit number for each Housing Unit with Mobility Features and each Housing Unit with Hearing/Vision Features in each Development;
- v. The date the remediation for the Housing Development was or is expected to be completed, including the dates for any current or anticipated substantial alterations or other alterations; and whether the Development was designed and constructed for first occupancy after March 13, 1991, and, if so, the Fair Housing Act-conforming standard used in the construction of the Development.
- vi. The amenities provided by the Housing Development at the time of the Survey;
- vii. Overlays for existing public transportation services.
- 19. <u>NAC Monitoring and Oversight Functions to Facilitate Compliance for the Covered Housing</u> <u>Developments</u>. The City shall require the NAC to perform the following monitoring and oversight functions to facilitate compliance with this Agreement and the applicable Accessibility Standards for the Housing Developments Covered by this Agreement:
 - a. Review construction plans submitted by Subrecipients and Owners and determine whether such plans comply with the Accessibility Standards;
 - Upon completion of construction of a Development, conduct and document an on-site accessibility survey of the Development to determine the extent of compliance with this Agreement and the applicable Accessibility Standards and requirements for dispersal of Housing Units with Hearing/Vision Features and Housing Units with Mobility Features;
 - c. Upon completion of the scope of construction or remedial work at a Development, resurvey the Development to determine if the Development is in compliance with the applicable Accessibility Standards, and to ensure that the work did not create new accessibility issues;
 - d. Review the survey documentation and produce a report identifying any noncompliant features of the Housing Development, the work required to assure completion consistent with the applicable Accessibility Standards, and such other information or documentation as is appropriate; the report shall specify each of the Accessibility Standards used to assess compliance, and identify and document each of the elements of the Development that do not comply with this Agreement or the applicable Accessibility Standards and each structural modification required to achieve full

compliance, including requirements for dispersal of Housing Units with Hearing/Vision Features and Housing Units with Mobility Features;

- e. Provide the survey report to the City, and the relevant Subrecipient and Owner and Property Management Agent;
- f. If the report identifies any noncompliance, work with the Subrecipient and Owner, including any architect, contractor, or other design and construction professional under agreement with a Subrecipient or Owner to prepare accessibility modification plans to remedy the identified noncompliance (or, if applicable, review accessibility modification plans provided by the Subrecipient or Owner to determine if the plans will remedy the identified noncompliance);
- g. Provide the accessibility modification plans to the City, Subrecipient and Owner;
- h. When all aspects of the Housing Development are in full compliance with this Agreement and the applicable Accessibility Standards, issue a Verification of Compliance for the Housing Development, signed by the NAC.
- 20. <u>Relocation of Tenants</u>. The City shall temporarily relocate, or require Owners to temporarily relocate, existing tenants occupying Housing Units to be retrofitted, at Owner or City expense, as appropriate based on the factors enumerated in this paragraph and as needed to comply with Reasonable Accommodation requirements under Federal law. The City shall comply with all otherwise applicable Federal relocation assistance law in carrying out temporary relocation under this Agreement, which may include the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, or Section 104(d) of the Housing and Community Development Act of 1974, as amended. In evaluating when relocation during retrofit work is appropriate, considerations shall include the scope of the work, the amount of time necessary to complete the work, interference with the usability of the apartment, the disability-related concerns of the occupant relating to the effects of the construction (e.g., noise, dust, or temporarily inaccessible paths of travel), and other relevant factors.

21. Adaptable Units.

- a. If the City opts to permit an Owner to provide any Adaptable Units in lieu of Accessible Housing Units in Housing Developments subject to the requirements of Section 504 or the ADA, within one hundred eighty (180) Days after the Effective Date, the City shall submit to the Department for review and approval a draft policy and procedure, with prior notice to, and opportunity for comment by the Department, that will ensure that:
 - i. Adaptable Units are subject to the tenanting priorities in 24 C.F.R. § 8.27;
 - ii. All new residents will be informed about accessible and adaptable features prior to leasing the Housing Unit and afforded the right and opportunity to

request that adaptable features be modified or altered to the preference of the new resident;

- iii. Consumer information about adaptable features will be provided within the unit prior to any move-in, in conformance with UFAS § 4.34.4;
- iv. Consumer information about adaptable features will be provided to residents during the annual recertification process;
- v. Requested modifications will be completed as expeditiously as possible, but within sixty (60) Days after such requests are made, except for a request for grab bars, which must be provided within thirty (30) Days; and
- vi. The procedures will identify the City's employees and/or offices responsible for monitoring the processing of and actions taken in response to requests for accessibility modifications so that such requests shall be fulfilled as expeditiously as possible, but within sixty (60) Days after such requests are made, except for a request for grab bars, which must be provided within thirty (30) Days.
- b. The City shall adopt and implement, and require its Subrecipients to adopt and implement, the Adaptable Unit policy as approved by HUD within thirty (30) Days following such approval. Absent HUD approval of an Adaptable Unit policy, the City may not provide Adaptable Units in lieu of Accessible Housing Units.
- 22. <u>Notice of Anticipated Delays in Complying with Production Rates in Accessible Housing</u> <u>Unit Plan.</u> The City shall provide the Department with at least ninety (90) Days of advance notice if the City receives notice or otherwise becomes aware that it cannot meet the production rates for the Target Number of Units set forth in the Accessible Housing Unit Plan approved by Department, including the annual production schedules. The City's notification to the Department shall include a detailed explanation for delays and of the actions the City will take to comply with the production rates.
- 23. Continued Applicability of Section 504, ADA, and Fair Housing Act Requirements. Nothing in this Agreement diminishes the City's obligation to comply with Section 504, the ADA, and the Fair Housing Act. This includes but is not limited to the City's obligation to administer programs and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities, 24 C.F.R. § 8.4(d), and to comply with 24 C.F.R. § 8.4(b)(1)(i), (ii), (iii), (vii), and (viii), which prohibit recipients of Federal financial assistance from providing housing to qualified individuals with disabilities that is not equal to that afforded others; or providing housing to qualified individuals with disabilities that is not effective in affording the individual with an equal opportunity to achieve the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others. This includes the City's obligation to ensure effective communication with, and Reasonable Accommodations for, members of the public seeking information or raising issues with Housing Developments Covered by this Agreement, and the obligation to ensure that all of

its multifamily housing-related programs, services, processes, and activities are accessible to individuals with disabilities. This includes processes involving inquiries, complaints and grievances; effective communication assistance to members of the public regarding multifamily housing-related programs; processes by which input by the disability community is sought concerning policy and compliance issues; internet-based information; inquiry and referral services; and community education, outreach, and affirmative marketing efforts.

- 24. Verification of Compliance by NAC. To verify compliance with the provisions of Paragraph 15 of this Agreement (Target Number of Units), the City shall provide to the Department for each Housing Development Currently Under Construction, each Future Housing Development, each Housing Development Subject to Substantial Alterations, each Housing Developments Subject to Other Alterations, and each Existing Housing Development where one or more of the Target Number of Units is located a Verification of Compliance signed by the NAC and a Certification of Compliance signed by the City. The Verification of Compliance shall be on a form that contains the same content as the form attached hereto as Appendix 3. The City's Certification of Compliance shall be on the same form that contains the NAC's Verification of Compliance, attached hereto as Appendix 3. The City shall not permit any Housing Development Currently Under Construction, any Future Housing Development, any unoccupied Housing Development Subject to Other Alterations, or any unoccupied Housing Development Subject to Other Alterations to be occupied until a Verification of Compliance for the Development has been issued by the NAC.
- 25. <u>Verification by the Department.</u> The Department reserves the right to conduct periodic onsite reviews of Housing Developments Covered by this Agreement, including the Accessible Housing Units, to verify compliance with this Agreement. The Department may accompany the NAC or other person during any City-authorized on-site accessibility surveys of Housing Developments Covered by this Agreement.

E. Additional City Actions to Achieve Owner and Subrecipient Compliance with the Accessibility Standards.

- 26. <u>Owner and Subrecipient Compliance.</u> The City shall provide Accessible Housing Units, Accessible Housing Developments, and Housing Developments that comply with the applicable Accessibility Standards set out in this Agreement. The City shall take all necessary actions to comply with its obligations under this Agreement, including actions to convince or compel Subrecipients and Owners to comply.
 - a. The Parties recognize that some Subrecipients and Owners may lack the financial resources necessary to bring their Housing Developments into compliance with the Accessibility Standards. To assist these Subrecipients and Owners in meeting their obligations to comply with the Accessibility Standards, the City shall establish a program to assist Subrecipients and Owners that demonstrate the lack of financial resources needed to fund the accessibility modifications required for compliance with the Accessibility Standards. The City shall establish this assistance program within twenty-four (24) months after the Effective Date and shall continue this program until

such time as the City has met its obligations to provide the Target Number of Accessible Housing Units.

b. The Parties recognize that some Subrecipients and Owners that have the financial resources to fund the accessibility modifications required for compliance with the Accessibility Standards may resist doing so. To address such situations, the City shall take actions to compel compliance with the provisions of Section III of the Agreement, as set forth in Paragraph 55 of this Agreement.

F. Enhanced Housing Accessibility Program for Individuals with Disabilities

- 27. <u>Development and Implementation of Program</u>. The City shall design and implement a new program that is targeted to meeting the housing-related accessibility needs of individuals with disabilities. The program shall include:
 - a. An outreach and public information component to identify individuals with disabilities who have housing-related accessibility needs and inform them about the benefits of and procedures for applying to the program; and
 - b. The provision of Auxiliary Aids and services and enhanced accessibility features for individuals with sensory disabilities who reside in Housing Developments Covered by this Agreement.
- 28. Auxiliary Aids and Accessibility-Related Features for Individuals with Sensory Disabilities. In its multifamily housing-related programs, to meet the needs of individuals with sensory disabilities, within one hundred eighty (180) Days after the Effective Date, the City shall develop and submit to the Department for review and approval a program for Subrecipients, Owners and Property Management Agents to provide Auxiliary Aids and Accessibility-Related Features to meet the needs of individuals with sensory disabilities who reside in Housing Developments Covered by this Agreement. Prior to establishing the program, the City shall conduct outreach to its disability community to obtain feedback on the Auxiliary Aids and Accessibility-Related Features that persons with sensory disabilities most commonly need in housing, and that feedback shall be considered and incorporated into the procedures developed and implemented by the City for the provision of Auxiliary Aids and Reasonable Accommodations by Subrecipients, Owners, and Property Management Agents as referenced in Paragraphs 35-39. The procedures shall ensure that individuals with sensory disabilities who request Auxiliary Aids and/or Accessibility-Related Features related to their disability promptly receive them. This program shall continue throughout the Term of this Agreement. The City shall take such other steps as may be necessary to ensure that the accessibility needs of residents with sensory disabilities, including Auxiliary Aids and Accessibility-Related Features, are met in the Housing Developments Covered by this Agreement.
 - a. For persons who are blind or have low vision, Auxiliary Aids and Enhanced Accessibility Features provided pursuant to the City's program shall include, but are not limited to, the following: appliances and gym equipment with buttons, knobs,

tactile markings, and audio features rather than touch screens; intercom and other security systems at apartment building main entrances must be accessible to persons with sensory disabilities. Entry system cannot rely on a resident's or guest's ability to see; key fob access to controlled areas rather than touch screens or key cards, must be provided; thermostats and air conditioning controls must have buttons rather than touch screens and must provide audio feedback; apartment mailboxes must have bump dots or raised lettering; vending machines must have braille, large print or audio features that enable use without vision; apartment doors and doors to public and common use areas must have raised letters/numbers, braille and large print signage; elevator buttons with braille and raised/large print; audible elevator floor indicators, accessible electronic copies of leases, Development rules and Development notices that conform to the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for shorter documents and the International Digital Publishing Forum's EPUB3 standard for lengthy or complex documents; enhanced lighting; emergency evacuation information in accessible formats, handrails on stairways, contrast on stair noses; and effective communication training provided to Development personnel upon request. When gym equipment and appliances are provided, including but not limited to exercise equipment, ranges, microwaves, dishwashers, washers and dryers, they must be provided so they are accessible to persons who are blind or have low vision.

- b. For persons who are deaf or hard of hearing, Auxiliary Aids and Accessibility-Related Features provided by Subrecipients, Owners, and Property Management Agents pursuant to the City's program shall include, but are not limited to, the following: emergency systems (e.g., fire alarms, carbon monoxide detectors, smoke alarms) with light alerts or other visual or tactile alerting (e.g., bed shakers); doorbells with light alerts or other visual alerting; intercom and security systems at building entrances that do not rely on a resident's or guest's ability to hear; sign language interpreters available to provide access to meetings and social gatherings; use of audio amplification systems and assistive listening systems at resident meetings; activated closed-captioning on televisions located in public areas; using telephone relay systems or other electronic methods (e.g., text messaging) to communicate with deaf individuals; and effective communication training provided to Development personnel upon request; video phones provided in common use areas with high speed internet; video connections for intercoms; message boards in text format; close captioning turned on at all times on all televisions and projected media in common use areas; assistive listening devices and loops in rooms where there are public presentations; and acoustically designed common areas.
- 29. <u>Housing Units with Hearing/Vision Features and Mobility Features</u>. The City shall provide Housing Units with Hearing/Vision Features in Existing Housing Developments in accordance with the following procedures:
 - a. In Existing Housing Developments where at least two percent (2%) of the Housing Units are Housing Units with Hearing/Vision Features that comply with the

requirements of UFAS or the corresponding provisions of the Alternative Accessibility Standard, within eighteen (18) months after the Effective Date, the City shall take the appropriate steps necessary to ensure that those Housing Units with Hearing/Vision Units are tenanted with individuals with disabilities who require those features;

- b. In Existing Housing Developments where fewer than two percent (2%) of the Housing Units are Housing Units with Hearing/Vision Features and where fewer than five percent (5%) are Housing Units with Mobility Features that comply with the requirements of UFAS or the corresponding provisions of the Alternative Accessibility Standard, the City shall prioritize vacant Housing Units for remediation for use by individuals with disabilities who require the accessibility features provided in Accessible Housing Units with Hearing/Vision Features or Housing Units with Mobility Features. The City shall take the appropriate steps necessary to require tenanting priorities for such Housing Units in the following order: first, to current tenants with disabilities who require the accessibility features and, second, to current tenants with disabilities who occupy Housing Units under common control and who require the accessibility features, and third, to applicants with disabilities who require the accessibility features. If there are no current tenants with disabilities, tenants with disability occupying units under common control, or applicants with disabilities on the waiting list who need the accessibility features of the Accessible Housing Unit, the City shall take steps, up to and including the steps identified in Paragraph 55, to require the Owner of the Housing Development to use the Accessible Housing Website described in Paragraph 40 to advertise any available Accessible Units and obtain referrals of individuals with disabilities who require the accessibility features of such Units. The City shall take the appropriate steps necessary to require the accessibility features required in a Housing Unit with Hearing/Vision Features or Housing Units with Mobility Features to be installed prior to occupancy by an individual with a disability who needs the accessibility features or by the date set out in the Accessible Housing Unit Plan, whichever is earlier. The City shall take the appropriate steps necessary to ensure that the Accessible Housing Units in any Development are tenanted in accordance with 24 C.F.R. § 8.27. The City or a Subrecipient or Owner may provide additional Accessible Housing Units beyond the required minimum in a Housing Development but written approval from HUD is required to apply the tenanting priority to any such additional Housing Units that are in excess of fifteen percent (15%) (i.e., HUD approval for anything above eleven percent (11%) Accessible Housing Units with Mobility Features and/or four percent (4%) Accessible Housing Units with Hearing/Vision Features) of the total Units in a Housing Development.
- c. The City shall take the appropriate steps necessary to require Accessible Housing Units to be provided in Existing Housing Developments so there is dispersal in terms of location within the Development and Housing Unit size (e.g., 2 bedrooms) so as to provide comparable access to larger Housing Units for families with children.

If architectural or other constraints prevent at least two percent (2%) of total Housing Units in an Existing Housing Development from being provided as Housing Units with Hearing/Vision Features, an alternative site for those Housing Units with Hearing/Vision Features shall be identified in the City's Accessible Housing Unit Plan approved by HUD. Written approval from HUD shall be required for tenanting priorities pursuant to 24 C.F.R. § 8.27 for Housing Units with Hearing/Vision Features to apply to more than four percent (4%) of the total Housing Units in a Development.

30. Enhanced Accessibility in Future Housing Developments and in Housing Development Subject to Substantial Alterations for Competitively Awarded Funding Programs. Throughout the Term of this Agreement, as part of its commitment to increase the availability of affordable, accessible housing throughout the City of Los Angeles' multifamily housing-related programs, and consistent with the terms of the Agreement, the City is adopting an Enhanced Accessibility Program for its competitively awarded funding programs. Developers that commit to participating in the Enhanced Accessibility Program receive bonus points in competitively awarded funding programs. However, the City encourages developers for all housing programs to consider incorporating enhanced accessibility features into the design and development of housing developments throughout the City. Certain of these features will result in less cost while ensuring greater accessibility. The Enhanced Accessibility Program is further described at Appendix 5 to this Agreement.

G. VCA Administrator and Section 504/ADA Coordinator

- 31. <u>Voluntary Compliance Agreement Administrator</u>. Within thirty (30) Days of the Effective Date, the City shall appoint an acting VCA Administrator and provide that individual's name and contact information to the Department. Within ninety (90) Days of the Effective Date, the City shall hire or appoint a permanent VCA Administrator and provide that individual's name and contact information to the Department. Thereafter, the City shall have a VCA Administrator throughout the Term of the Agreement. The City shall commit sufficient resources, authority, and independence so that the VCA Administrator can successfully accomplish his or her responsibilities under this Agreement. The City shall require the Acting or Permanent VCA Administrator to perform the following functions:
 - a. The VCA Administrator will report directly to the General Manager of HCID concerning matters relating to this Agreement.
 - b. The VCA Administrator will coordinate all compliance activities under this Agreement, including:
 - i. Implementation of the provisions of this Agreement;
 - ii. Coordination of the activities of City personnel who will implement this Agreement;
 - iii. Serving as administrator in implementing this Agreement;

- iv. Issuing Certificates of Compliance on policy issues pursuant to Paragraph 38 below; and
- v. Preparation, or review and oversight of preparation, and submission of all reports, records, and plans required by this Agreement within the prescribed time frames.
- c. In connection with the reporting described in this Agreement, the VCA Administrator will have the authority and responsibility to perform the following activities:
 - i. Reviewing and contributing to reports submitted as required by this VCA, as well as any underlying documentation;
 - ii. Consulting, as needed or as the VCA Administrator deems appropriate, with appropriate City personnel or representatives to obtain information concerning the City's compliance with the terms of the VCA;
 - iii. Providing training or overseeing training as identified in Section III.K;
 - iv. Overseeing the development and implementation of the Accessible Housing Website and the City's implementation of assistance in financing remediations, as set out in Sections III.I and III.E, respectively;
 - v. Conducting or overseeing field spot checks of Housing Developments to confirm compliance with the policy provisions of this Agreement, including Sections III.H and III.J; and
 - vi. Adopting and carrying out procedures under which the VCA Administrator will accept, review and resolve grievances or complaints arising under this Agreement from the disability community, residents in and applicants for tenancy at the Housing Developments Covered by this Agreement, and other organizations that advocate for persons with disabilities and the City's responses thereto. The City shall adopt grievance procedures within thirty (30) Days of the Effective Date of the VCA, which shall be submitted to HUD for approval. Grievance procedures shall cover complaints about City and Owner actions related to this Agreement, as well as complaints about the Website. The grievance procedures shall comply with the requirements of 28 C.F.R. Sec. 35.107, and shall at a minimum:
 - (a) Describe the procedures and timelines for submitting a complaint and obtaining a response;
 - (b) Provide for accessibility, effective communications, and Reasonable Accommodations in utilizing the procedures;
 - (c) Identify staff responsible for investigating and resolving complaints,

- (d) Provide and describe a progressive set of sanctions that the City may use against Owners for policy noncompliance; and
- (e) Include maintenance of a log of complaints and their resolution or outcome.
- d. At all times during the Term of this Agreement, the City shall ensure the VCA Administrator has:
 - i. The responsibility and authority to receive and respond to inquiries, grievances, and complaints regarding the implementation of the VCA by the City, the Subrecipients, the Owners, and Property Management Agents;
 - ii. The responsibility and authority to recommend, subject to approval by HUD, the adoption or modification of the City's policies and procedures in the VCA;
 - iii. The responsibility and authority to perform oversight of the City, Subrecipients, Owners, and Property Management Agents regarding the policy provisions of this VCA (Sections III.H through III.K) to ensure that they do not waive, ignore, or otherwise fail to identify and address noncompliance with Federal fair housing and civil rights requirements or any requirements of this VCA;
 - iv. The responsibility and authority to ensure the City's adoption of and compliance with written policies and procedures approved by HUD concerning the implementation of the VCA;
 - v. The responsibility and authority to respond to HUD's requests for information and documents relating to any provisions of the VCA.
- e. The VCA Administrator may utilize staff and designees to carry out activities and obligations of the VCA Administrator, but the City shall require the VCA Administrator to retain the responsibility and the authority for performing VCA Administrator functions.
- 32. <u>Ensuring VCA Administrator Continuity</u>. In the event the VCA Administrator resigns, is assigned other duties, or becomes otherwise unable or unavailable to perform the activities set out in this Agreement, the City shall designate an acting VCA Administrator within thirty (30) Days of such occurrence. Upon designation, the City shall provide the Department with the name and contact information of the individual selected to serve as the Acting VCA Administrator. Within one hundred eighty (180) Days after the designation of the Acting VCA Administrator, the City shall select a Permanent VCA Administrator. Upon designation, the City shall provide the Department with the name and contact information of the Department with the name and contact information.

- 33. Annual Reporting to City Council. Commencing no later than the first anniversary of the Effective Date and no less than annually thereafter, the VCA Administrator shall prepare a report containing qualitative and quantitative data detailing the activities carried out under this Agreement for the preceding reporting period. Quantitative data shall include the number of properties inspected, numbers/types of Housing Units under construction, number/types of Accessible Housing Units completed, number of Housing Developments in/out of compliance with policy obligations, number/types of Accessible Housing Units occupied by persons with disabilities who need the accessibility features, number/types of Accessible Housing Units occupied by persons who do not need the accessibility features, number of persons with disabilities on waitlists and transfer lists for Housing Developments, numbers of Developments in compliance with Accessible Housing Website posting requirements, number of persons with disabilities on the web-based registry, number of requests for Reasonable Accommodations granted or denied, number of grievances filed with Owners and their resolution, number of grievances filed with the City and their resolution, and other data that the City deems relevant. The report shall be submitted to the City Council for review together with a written evaluation of the City's performance under the Agreement by the Office of the City Administrator, the City Attorney's Office and the City's Department on Disability.
- 34. Section 504/ADA Coordinator. The City has appointed a Section 504/ADA Coordinator to perform the functions set out in 24 C.F.R. § 8.53(a) and 28 C.F.R. § 35.107. The City shall maintain a Section 504/ADA Coordinator, designating replacement(s) as needed for compliance with the City's obligations under Section 504 and the ADA should the Section 504/ADA Coordinator resign or otherwise become unable to perform the duties and responsibilities of the position. The City shall advise the Department of the name and contact information of any person designated as Section 504/ADA Coordinator within thirty (30) Days after designation.

H. Policies Implementing Section 504, ADA, and Fair Housing Act Requirements

- 35. <u>Policies</u>. The City shall require that all policies of the Housing Developments Covered by this Agreement comply with the requirements of Section 504, the ADA, and the Fair Housing Act. The City must include the following requirements in the standardized policies, which shall be incorporated into the Rental Occupancy Policy and which the City shall require the Owners and Property Management Agents of the Housing Developments Covered by this Agreement to adopt and implement, following HUD approval of the Rental Occupancy Policy:
 - a. <u>Affirmative Marketing Policy/Plan</u>: The City shall ensure that each Development has an Affirmative Marketing Policy/Plan that directs outreach efforts towards individuals with disabilities and disability-related advocacy groups as well as any target population related to the Federal financial assistance received. The Affirmative Marketing Policy/Plan shall include procedures that will enable interested individuals

with disabilities to obtain information concerning the existence and location of accessible services, activities, and facilities.

- b. <u>Admissions Policy</u>: The City shall ensure that Developments revise their Admissions Policy to replace the current lottery system with a system that complies with all of the provisions of this Agreement and takes into *separate* account individuals with disabilities, so as to allow for proper utilization of Accessible Housing Units in accordance with 24 C.F.R. § 8.27 and this Agreement.
- c. Reasonable Accommodation Policy: The City shall require each of the Housing Developments Covered by this Agreement to adopt a Reasonable Accommodation Policy that contains, at a minimum, the following information: (1) a definition of Reasonable Accommodation as set out in this Agreement; (2) the process through which the Development will notify applicants and residents about the Reasonable Accommodation Policy; (3) specific timeframes regarding the processing and disposition of Reasonable Accommodation requests; (4) a commitment that requested disability-related accommodation will be granted unless they fundamentally alter the nature of the Development's program or impose undue financial and administrative burdens, considering all resources available to the Development; (5) a description of the interactive process used if a request poses a fundamental alteration or undue financial and administrative burden; (6) a commitment to seek only the minimum information needed to determine if the accommodation sought would serve an individual's disability-related need; (7) the formal appeal/grievance procedures for the Reasonable Accommodation process; and (8) form letters that will be used to document each Development's responses to the Reasonable Accommodation request(s) they receive, including approval letters, denial letters, request for additional information letters, appeal/grievance forms and implementation letters.
- d. <u>Reasonable Accommodation Logs</u>. The City shall require each Housing Development to log information related to each Reasonable Accommodation request by or on behalf of applicants and residents. The Reasonable Accommodation Log will include, at a minimum, the following information for Reasonable Accommodation requests, including transfer requests and requests to rent an Accessible Housing Unit: (1) name of requestor and current address or unit number, (2) description of the request, (3) size of unit requested, and whether the request is for an accessible unit or a transfer to a different unit, (4) date of request, (5) current status of the request, (6) whether the request was approved or denied in whole or in part, (7) if denied, the reason for denial, (8) anticipated implementation date for fulfillment of the request, (9) the date the accommodation or modification was provided or completed, and (10) pending and final appeals/grievances of denied or delayed Reasonable Accommodation requests, including the date of the appeal/grievance, the date of the final decision, and the final outcome, including implementation information if the request is granted.

- e. <u>Submission of Logs</u>. The City shall require each Housing Development to submit the Reasonable Accommodation Log to the HCID on a quarterly basis throughout the Term of this Agreement. The Reasonable Accommodation Log from each Housing Development must be kept on file for the Department's review. On a yearly basis, starting with the first anniversary date of the Effective Date, the City shall require the Section 504/ADA Coordinator to inform the Department of the status of the submissions, including a list of Housing Developments that failed to comply with this section of the Agreement and the efforts taken by the City to secure compliance, including any sanctions or other penalties imposed.
- f. <u>Assistance Animal Policy</u>: The City shall ensure that the Rental Occupancy Policy incorporates an Assistance Animal Policy addressing the right of applicants/residents with disabilities to have Assistance Animals as a Reasonable Accommodation as set out in HUD's Notice on Service Animals and Assistance Animals for People with Disabilities in Housing and HUD-Funded Programs. This policy shall, at a minimum, incorporate the following provisions: (1) the definition of the term Assistance Animal as set out in this Agreement, (2) equal recognition will be given to service animals and Assistance Animals that are not trained, including emotional support animals; (2) the policy will contain no weight and/or breed restrictions; and (3) no deposit, nor any fee shall be charged in connection with an Assistance Animal.
 - i. The City shall require each Development to include the Assistance Animal Policy as a part of the lease by reference. The City shall require each Development to provide the Assistance Animal Policy to each applicant at the time of application or to each resident during annual recertification.
 - ii. Within ninety (90) Days after adopting the Rental Occupancy Policy, the City shall require each Development to issue refunds to each resident who paid a deposit or any other fee in connection with an Assistance Animal. The City shall require each Development to provide a list to the Section 504/ADA Coordinator identifying each resident, including address and refund amount, who received reimbursement of fees related to an Assistance Animal. The City shall forward this list to the Department with its second quarterly report following the Department's approval of the Rental Occupancy Policy. The City shall refer non-compliant Developments to the Department consistent with Paragraph 55.
- g. Effective Communication Policy: The City shall ensure the Rental Occupancy Policy includes an Effective Communication Policy that sets out the steps the Development will take to ensure effective communication with applicants, residents, employees and members of the public. The City shall ensure the Effective Communication Policy incorporates the provisions of Section III.F of the Agreement and shall otherwise comply with the standards set forth in 24 C.F.R. § 8.6 and 28 C.F.R. §§ 35.160 35.164. The City shall ensure the Effective Communication Policy:

- i. Ensures that interested persons, including persons with hearing, vision, speech, manual, and other communication-related disabilities can obtain information concerning the existence and location of accessible services, activities, and facilities;
- ii. States that that individuals will not be asked or required to provide and/or pay for their own interpreters or other Auxiliary Aids;
- iii. Ensures that the Development furnish appropriate Auxiliary Aids, where necessary, to afford an individual with a disability an equal opportunity to participate in, and benefit from, the Development's programs, services and activities. In determining which Auxiliary Aids to provide, the Effective Communication Policy shall ensure that the Development gives primary consideration to the requests of the individual with a disability unless doing so would result in an undue financial and administrative burden;
- iv. Provides for individuals who are blind, have low vision, or have cognitive disabilities to receive forms, notices, and other information in alternative formats, as requested, including requests to automatically receive in a requested alternate formats all print materials distributed, posted, or made available to applicants and residents;
- v. Provides the phone numbers for accessing the Telecommunication Device for the Deaf (TDD) or the California Relay Service; and
- vi. Within one hundred eighty (180) Days of the Effective Date, the City shall ensure that the Development provides training to all staff that has contact with residents and applicants, including maintenance staff, on the operation of the TDD's and/or the California Relay Service and provide effective communication with persons with hearing, visual, cognitive, or other communication disabilities.
- h. Lease Addendum: The City shall ensure the Rental Occupancy Policy includes provisions that require use of a Lease Addendum to require residents without a disability who occupy an Accessible Housing Unit or a unit with accessible features to relocate to a vacant, non-accessible unit of comparable size, finishes, and amenities, at the same Development and at the Development's expense, within thirty (30) Days of notice by the Owner or Property Management Agent, or the minimum amount of notice required by state law, that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit. Effective immediately upon the Development's adoption of the Rental Occupancy Policy implemented pursuant to this Agreement, the City shall take steps, up to and including the steps at Paragraph 55, to ensure that each Development implements and enforces procedures so that: (1) all new residents sign the Lease Addendum contemporaneously with signing a lease; (2) all current residents with an unexpired lease sign the Lease Addendum by the later of (i) one year from the date of the

adoption of the Rental Occupancy Policy, or (ii) the date when a new lease is signed; (3) residents with month-to-month tenancy are given the period of notice required by state law of changes in the terms of the residents' tenancy consistent with the requirements for the Lease Addendum outlined herein; and (4) the Development thereafter enforces the provisions of the Lease Addendum and the notice to month-to-month tenants. The City will refer any Owner or Property Manager Agent which refuses to implement the requirements of this Paragraph to HUD consistent with the requirements in Paragraph 55. Nothing in this Agreement shall be construed to require that the City mandate the eviction of any resident.

- i. <u>Transfer Policy</u>: The City shall ensure that the Rental Occupancy Policy includes a Transfer Policy that with the following provisions:
 - i. The utilization of Accessible Housing Units shall be accomplished with the following priorities: When an Accessible Housing Unit becomes available, the Development, before offering such unit to a non-disabled applicant, shall offer the unit in the following order of priority to (1) current tenants with disabilities in the same Housing Development, (2) tenants with disabilities in a Housing Development under common control, (3) eligible qualified applicants with disabilities on the Housing Development's wait list who require the accessible features, (4) current tenants of a Housing Development Covered by this Agreement who need the accessible features of the Housing Unit and are registered with the Website provided pursuant to Section III.I of the Agreement, and (5) qualified applicants who need the accessible features of the Housing Unit and are on the City's Website. If there is no eligible current tenant or applicant in need of the accessible features, then the Development shall conduct targeted outreach and marketing to attempt to identify an individual in need of the accessible features. If none of those steps are successful, then the unit may be offered to a non-disabled applicant provided that such applicant signs a Lease Addendum;
 - ii. Each Development shall pay the reasonable moving-related expenses for residents with disabilities who require a transfer to another Housing Unit or Development as a Reasonable Accommodation;
 - iii. Each Development shall pay the reasonable moving-related expenses for residents without disabilities who occupy an Accessible Housing Unit and are required to relocate pursuant to a Lease Addendum;
 - iv. Transfers of residents with disabilities and placement of applicants with disabilities requiring Accessible Housing Units will be centrally coordinated through the development's Management Office;
 - v. Tenants who request a transfer as a Reasonable Accommodation for their disability will be given priority on the transfer list over tenants who request transfers for any reason other than emergencies affecting health or safety; and

vi. Each Development shall keep a list of all relocations that are carried out under the terms of the Lease Addendum. The VCA Administrator shall submit this list to the Department as part of the quarterly/semiannual reporting.

I. Submission, Review, Revision, and Implementation of Policies.

- 36. Pursuant to the terms of a settlement agreement with the Private Plaintiffs, the City has developed a number of accessibility- and access-related policies and procedures for Housing Developments, along with related forms and logs that Owners and Property Management Agents will be required to use in Housing Developments Covered by this Agreement to implement the terms of City's agreement with Private Plaintiffs. As of the Effective Date of this Agreement, the City has provided the Department with some of the policies required under this Agreement, which include the following: Owner Policies Related to Disability; Tenant Handbook Related to Disability and Appendices; Effective Communication Policy; and Grievance Procedures. Within thirty (30) Days after the Effective Date, to ensure consistency with the terms of this Agreement, the Department will provide its approval or comments on such policies. If additional review is necessary, and the Department has any further comments on such documents, it will provide them to the City within fifteen (15) Days after receipt of such documents from the City or, if no additional changes are required, the Department will approve the policies, procedures, forms, and logs. To the extent HUD requires any changes to any policy it will review under this Agreement, HUD will coordinate with Private Plaintiffs and the City in order to reach an agreement on any change to the policy. Immediately upon receiving Departmental approval, the City shall implement the revised policies, procedures, forms, and logs.
 - a. Within fifteen (15) Days after receipt of any comments by the Department, the City shall revise the Rental Occupancy Policy consistent with the Department's comments and provide a copy of the revised Rental Occupancy Policy to the Department.
 - b. Within thirty (30) Days after receiving final approval of the Rental Occupancy Policy by the Department, the City shall require that all Housing Developments Covered by this Agreement adopt and implement the Rental Occupancy Policy by, among other things, distributing a copy of the Rental Occupancy Policy to each resident or resident's designee.
 - c. The City shall require each Owner to submit to the City within one hundred eighty (180) Days of the Effective Date a certification that the Development has complied with the requirements of Paragraphs 35 and 36. by:
 - i. Adopting and implementing the Rental Occupancy Policy, including the required logs and revisions to waiting and transfer lists,
 - ii. Adopting and implementing a revised Affirmative Marketing Policy/Plan that complies with all provisions of the Rental Occupancy Policy and this Agreement,

- iii. Issuing refunds to each resident who paid a deposit or any other fee in connection with an Assistance Animal. Each Development will provide a list to the City identifying each resident, including address and a refund amount, who received reimbursement of a deposit or fees related to an Assistance animal;
- iv. Conducting the activities and providing information as required by Paragraphs 36 through 39 of the VCA;
- v. Providing training to all staff that has contact with residents or applicants, including maintenance staff, on the operation of the TTYs and/or the California Relay Service and providing effective communication with persons with communication disabilities (*e.g.*, hearing, vision, speech, manual, cognitive).
- d. Within one hundred fifty (150) Days after the date on which HUD approves the Rental Occupancy Policy, the City shall submit to HUD a certification that each Development has provided the certification pursuant to Paragraph 35.d of this Agreement. Within eighteen (18) months after the Effective Date, the City shall verify the Owner's certification in connection with the Development's Occupancy Audit described in Paragraph 41.
- 37. Notice about Policies. Within fifteen (15) Days after the implementation of the HUD-approved Rental Occupancy Policy, the City shall require the Owner or Property Management Agent of each Development to distribute a copy of the Rental Occupancy Policy, including the Development's Affirmative Marketing Policy, the Admissions Policy, the Reasonable Accommodation Policy, the Assistance Animal Policy, the Effective Communication Policy, and the Transfer Policy to each resident or resident's designee. The City shall require the Owner or Property Management Agent to post copies of these policies in each management office during the duration of this Agreement. The City shall post the Rental Occupancy Policy and a list of all Housing Developments Covered by this Agreement on its website. The City shall make copies of the Rental Occupancy Policy and the Development's specific policies available to tenants, applicants, and any other party upon request.
- 38. <u>Follow-up Notices about Policies</u>. Throughout the Term of this Agreement, the City shall require the Property Management Agent or Owner of each Development to provide City-approved summaries of the above-mentioned policies to each head of household, or the resident's designee, at the time of annual recertification or lease renewal.
- 39. <u>Certification of Policy Compliance</u>. To verify compliance with the provisions of Paragraphs 35 through 38 of this Agreement and the related training requirements, the City shall require the VCA Administrator to provide to the Department a Certificate of Policy Compliance with respect to each of the Housing Developments Covered by this Agreement, as follows:

- a. For each of the Housing Development Covered by this Agreement that is occupied by residents, within one hundred eighty (180) Days of the Effective Date, the City shall forward to the Department evidence of the Owners' self-certifications of compliance. Once the audits described in Section III.K. of this Agreement have been completed but in no case later than two (2) years after the Effective Date, the City shall require the VCA Administrator to provide to the Department a Certificate of Policy Compliance with respect to each Existing Housing Development.
- b. For each Housing Development Currently Under Construction, each Future Housing Development, and, when not occupied by residents at the time of alterations, each Housing Development Subject to Substantial Alterations and each Housing Development Subject to Other Alterations, the City shall provide the Certification prior to initial leasing.
- c. The City shall take progressive steps to compel compliance against any Subrecipient, Owner, or Property Management Agent with respect to any Housing Development that falls out of compliance with the policy and training requirements of the VCA and may file a complaint with HUD or otherwise refer such Subrecipient, Owner, or Property Management Agent to the Department for technical assistance regarding their obligations to comply with Federal law and further action as set forth in Paragraph 55.

J. Accessible Housing Website

- 40. <u>Accessible Housing Website</u>. As part of the City's Affirmative Marketing efforts, the City shall take the following actions:
 - a. While HUD acknowledges that the City has developed a website for purposes of its implementation of the Private Plaintiff's agreement, the City shall ensure that within One Hundred Eighty (180) Days after the Effective Date that the existing website can be accessed on-line by the general public, that is accessible to persons with disabilities and developed in consultation with organizations that advocate for persons with disabilities, that lists all of the accessible Housing Units in the Housing Developments Covered by this Agreement (including Accessible Housing Units and Housing Units that comply with the accessibility requirements of the Fair Housing Act by Development, bedroom size, accessibility features, rent information (for available Housing Units), and other Unit and Development amenities and features. The purposes of the Website include: (1) ensuring that Accessible Housing Units are occupied by individuals with disabilities who need the accessible features of those Units, (2) enabling individuals with disabilities to get onto the waiting lists for Accessible Housing Units or apply to rent available Accessible Housing Units, (3) providing detailed information to persons with disabilities about Accessible Housing Units that are available to rent, especially since many individuals with disabilities may have difficulties engaging in travel to multiple sites, (4) assisting persons with disabilities in obtaining current information from Owners or Property Management

Agents about Accessible Housing Units, (5) assisting Owners and Property Management Agents in conducting targeted outreach to persons with disabilities about available Accessible Housing Units, and (6) assisting Owners and Property Management Agents in complying with their obligations to lease Accessible Housing Units to households that include persons with disabilities who need the accessible features of those Units.

- b. The City shall meet with the Department at least quarterly in the first year following the Effective Date and at least annually thereafter to review the functionality of the Website and identify and report to the Department any access issues and problems with the Website and needed improvements. The City shall allow the Department to beta test new features and the operation of the Website and provide feedback to the City and HUD. The City, in consultation with the Department, shall ensure the Website has various functions, including:
 - i. Within One Hundred Eighty (180) Days after the Effective Date, provision of accurate, timely, and regularly updated information from all Housing Developments Covered by this Agreement about Accessible Housing Units pursuant to (c) below;
 - ii. Within One Hundred Twenty (120) Days after the Effective Date, having a functional outreach list that enables individuals with disabilities to sign up for timely email notifications about Accessible Housing Units that are available or become available for rent, including the ability to sign up to be notified about available Accessible Housing Units (Mobility Units, Hearing/Vision Units, or both) at particular Developments or at all Developments; and
 - iii. Within One (1) year after the Effective Date, having an on-line rental application and waiting list function that will enable individuals with disabilities to file on-line applications to rent available Accessible Housing Units or be placed on waiting lists for Accessible Housing Units at Housing Developments Covered by this Agreement.
- c. As provided in (b)(i), this Website shall include up-to-date information on Accessible Housing Units that are available for rental, the contact information for each Housing Development, and transportation options. Whichever approach to providing a Website is selected, the City shall ensure that the data submitted pursuant to this Paragraph is updated in a timely manner. The Website must remain operational and accessible to the public, and accessible to persons with disabilities, throughout the Term of this Agreement.
- d. Within one (1) year after the Effective Date, the Website shall also have functions allowing Housing Developments in the City not covered by this Agreement to post the same information on the Website.

- e. As specified in (b)(ii) above, the City shall also use the Website to establish and maintain an on-line system through which individuals with disabilities can sign up to be notified in accessible electronic format about Accessible Housing Units that are or become available for rent. The City shall require Subrecipients, Owners, and Property Management Agents to use the applicant and waiting list information provided through the Website in filling Accessible Housing Units when there are no individuals with disabilities who are eligible to rent the Accessible Housing Unit who have applied for a transfer or on the Development's waiting list.
- In accordance with the timeframes set out in (a) through (e) above, the City shall f. develop a mechanism for providing information and options equivalent to those on the Website to persons with disabilities who do not have internet access or whose disabilities limit their ability to communicate electronically. The information provided via the Website shall also be made available to the public upon request in requested alternative formats including foreign languages, large print, Braille, and accessible electronic formats (e.g., HTML or MS Word), which allow for increasing font size in a word processor or web browser - not PDF; WCAG 2.0 AA; documents conforming to the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT that can be recognized and read by software commonly used by individuals who are blind or have low vision to read digital information. Within One Hundred Twenty (120) Days after the Effective Date, the City shall also post and maintain in an easily locatable place and accessible format (i.e., HTML or MS Word - not PDF) on its main website a list of all Housing Developments Covered by this Agreement, which shall be maintained throughout the Term of the Agreement and updated on a quarterly basis, as needed.
- g. All pages and content on the Website that the City relies on for purposes of complying with this VCA and that are part of the process for obtaining the information in (a) (f) shall comply with the website accessibility requirements of Title II of the Americans with Disabilities Act and version 2.0, level AA of the Web Content Accessibility Guidelines (WCAG) published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C), any subsequent versions that are published by W3C during the Term of this VCA, or any other requirements that may be imposed by the ADA which provide for a higher level of accessibility. The City shall take the requisite steps to ensure that the accessibility features of the Website are accessible to individuals with disabilities, and that the Website provides live staff to respond to questions from persons with disabilities and to assist them in using it.

K. Audits, Unit Utilization Plan, and Notices about this Agreement

41. <u>Occupancy Audit</u>. The City shall take steps to require Subrecipients, Owners, and Property Management Agents to conduct a survey of residents pursuant to City instructions to determine whether existing residents who reside in designated Accessible Housing Units

need the accessible features of those Housing Units and to provide such information to the City. The City shall provide the results of this survey to the Department within one hundred eighty (180) Days of the Effective Date of the VCA. Within eighteen (18) months after the Effective Date, the City, using its own trained staff, shall conduct and submit to the Department an audit of the occupancy of the designated Accessible Housing Units in each of the Housing Developments Covered by this Agreement. The Occupancy Audit shall include the following information:

- a. A list of each designated Accessible Housing Unit by Development name and address, Housing Unit number, bedroom size, and accessibility type (mobility features, hearing/vision features) that is occupied by a resident who does not require the accessibility features of the unit;
- b. A list of each vacant designated Accessible Housing Unit by Development name and address, Housing Unit number, bedroom size, and accessibility type; and
- c. For each occupant who does not require the features of an Accessible Housing Unit, whether the resident executed (or within the timeframes established by this VCA, under Paragraph 34.h. above, is scheduled to execute) a Lease Addendum requiring relocation upon notice by the Development that there is an applicant or resident who requires the features in the Housing Unit and, if applicable, a description of the reasons for the resident's continued occupancy. The City shall require Subrecipients, Owners, and Property Management Agents to take all steps as may be necessary to make Accessible Housing Units available for occupancy by individuals with disabilities who need the accessibility features of the Units except that this Agreement shall not require the eviction of any resident.
- 42. <u>Transfer Audit</u>. The City shall take steps to require Subrecipients, Owners, and Property Management Agents to conduct a survey to determine whether any existing residents desire a transfer to an Accessible Housing Unit whether or not they previously made such a request, and the City shall conduct and submit to the Department an audit of the current residents who have requested a transfer to another Housing Unit due to their disability. Within one hundred eighty (180) Days after the Effective Date, for each such resident who has a mobility disability or a sensory disability and requires the features of an Accessible Housing Unit, the City shall provide to the Department: (a) the resident's name, address, and the name of the Development where the resident lives; (b) the required bedroom size; (c) the date of the transfer request; and (d) a description of the Development's efforts to meet the resident's accessibility needs.
- 43. <u>Waiting List Audit</u>. Within one hundred eighty (180) Days after the Effective Date, the City shall take steps to require Subrecipients, Owners, and Property Management Agents to review their waiting lists, based on City instructions, to determine whether any individuals on their waiting lists requested a Housing Unit with accessibility features. If the application did not solicit the information needed to make this determination, the Owners or Property Management Agents for the Development shall contact everyone on their waiting list to

determine which, if any, applicants need a Housing Unit with accessibility features and the type of accessibility features they need (e.g., mobility features, hearing features, vision features). The City shall take steps to require the Owner or Property Management Agent to submit the information to the City pursuant to City instructions. Within eighteen (18) months after the Effective Date, the City shall conduct and submit to the Department an audit of each Development's waiting list. The Waiting List Audit will examine, by date of application, applicants with mobility disabilities and applicants with hearing or vision disabilities who have requested a Housing Unit with accessibility features. The Waiting List Audit shall also determine if any individual Development's application form did not solicit information about whether an applicant was seeking a Housing Unit with accessibility features and the type of accessibility features sought (i.e., mobility features, vision features, hearing features). The Waiting List Audit shall provide a list of all applicants on the waiting list or by follow-up question who need an accessible Housing Unit and the type of accessibility features needed with the current status of each application for each development as follows: (a) applicant's name; (b) initial application date; (c) required bedroom size; (d) verification, at the time an Accessible Housing Unit becomes available, of the need for an accessible Housing Unit; (e) any Reasonable Accommodation offer(s) made to the applicant; (f) If applicable, the date the resident reached the top of the waiting list and an accessible unit was not available; and (g) any Reasonable Accommodation requested by the applicant.

- 44. <u>Housing Unit Utilization Plan</u>. Based upon the results of the Occupancy Audit, the Transfer Audit, and the Waiting List Audit, the City shall develop a Unit Utilization Plan that applies to all Developments which will: (1) articulate the reasonable nondiscriminatory steps that the Developments will take to maximize the occupancy of the Accessible Housing Units by persons who need the features of the Housing Units; and (2) provide details on the monitoring by the City on the utilization of the Housing Units at each Development. This Plan will be submitted to the Department for approval within two hundred twenty (220) Days after the Effective Date. The Department will approve the Housing Unit Utilization Plan or provide comments within thirty (30) Days after receipt. The City will implement the plan, consistent with any comments received from the Department, within thirty (30) Days after receiving approval or comments from the Department.
- 45. <u>Notice About Agreement</u>. Within thirty (30) Days after the Effective Date, the City shall distribute a letter or electronic mail describing the terms of this Agreement to all of the Housing Developments Covered by this Agreement. This letter will provide: (1) a summary of the general provisions of this Agreement; (2) the policy and operational changes that the City, the Subrecipients, and the Developments must implement in order to comply with this Agreement; and (3) the City's, the Subrecipients', and the Developments' responsibilities to comply with the civil rights laws and regulations set forth in this Agreement, including, but not limited to, Section 504, the ADA, the Fair Housing Act, and the responsibility under such laws and this Agreement to provide and pay for Reasonable Accommodation(s) and Auxiliary Aids for persons with disabilities.
- 46. <u>Notices to New or Rehabilitated Developments</u>. Throughout the Term of this Agreement, within ten (10) Days of the occupancy of any new or rehabilitated Development, the City

shall provide the personnel of these Developments a copy of the letter referenced in Paragraph 45.

47. <u>Acknowledgments</u>. The City shall maintain a signed and dated acknowledgement of receipt from the management of each of the Housing Developments Covered by this Agreement verifying the receipt of the letter referenced in Paragraphs 44 and 45.

L. Education and Training

- 48. <u>Training Plan</u>. Within sixty (60) Days after the Effective Date, the City shall, in consultation with organizations that advocate for persons with disabilities, develop and submit to the Department for review a proposed Training Plan which will delineate how the City will train Subrecipients, Owners, Property Management Agents, and City employees with responsibilities relating to housing program administration or responsibilities under the VCA about the responsibilities and procedures under this Agreement and applicable civil rights statutes and regulations, including an overview of Accessibility Standards. The Department will provide its approval, with or without comments and modifications, to the proposed Training Plan within thirty (30) Days after receipt. The proposed Training Plan will include: (a) a written curriculum and objectives of the required training; (b) a curriculum that is a minimum of three (3) hours in length; (c) proposed schedules for the training; and (d) the name and resume of each of the proposed trainers. The trainers will include but not be limited to the VCA Administrator and the Section 504/ADA Coordinator who will address the procedural and operational changes necessary to comply with this Agreement.
- 49. <u>Implementation of Training Plan</u>. Within one hundred eighty (180) Days after the Department's approval of the Training Plan, the City shall provide the approved training program, consistent with any comments or modifications by the Department, to all employees of HCID, the employees of Subrecipients, Owners, and Property Management Agents of the Developments Covered by this Agreement. If the City's obligations under the Agreement are performed by City employees other than those working for HCID or by contractors, such training shall also be provided to those employees and contractors. The City shall provide reasonable notice of the scheduled trainings to organizations serving the needs of individuals with disabilities and shall invite them to send representatives to attend the trainings.
- 50. <u>Training for New Employees and Property Management Agents</u>. The City shall provide the training described in Paragraphs 48 and 49 to each new employee of HCID and other City employees(s) and contractor(s) who may have responsibilities related to the VCA, each new employee of Subrecipients, and new Property Management Agents within thirty (30) Days of employment or within thirty (30) Days of selection as a Property Management Agent. This may be accomplished by providing a copy of a recording (videotape, YouTube, etc.) of previous training or some other comparable method.
- 51. <u>Refresher Training</u>. Throughout the Term of this Agreement, the City shall provide all employees of HCID who may have responsibilities related to the VCA, Subrecipients, and

Property Management Agents with an annual refresher training course on the duties, responsibilities and procedures under this Agreement.

52. <u>City Council</u>. The City shall notify the members of the City Council of the availability of the initial and all annual training sessions conducted pursuant to this Agreement so that they may attend.

M. Reporting and Record Keeping Requirements

53. Reporting. The City shall require the VCA Administrator to submit to the Department quarterly reports during the first twelve (12) months of this Agreement. Thereafter, if the Department determines that the City has made satisfactory progress in the implementation of this Agreement, City shall require the VCA Administrator to submit semi-annual reports for the duration of this Agreement, unless the Department provides written notice to the City that quarterly reports are required. Each report will provide quantitative and qualitative information on the actions the City has taken to implement this Agreement, including but not limited to surveys of Housing Developments, the production of Accessible Housing Units and Accessible Housing Developments, the Certifications of Compliance received by the City, and the implementation of the Accessible Housing Unit Plan, the Housing Accessibility Program for Individuals with Sensory Disabilities, the City's assistance to Owners in financing remediations, the revised policies, the Website, the audits and the Accessible Housing Unit Utilization Plan, and the administration of employee, Owner, and Property Management Agent training. The reports shall also include: a detailed description of the compliance efforts made since the last report with respect to each of the substantive terms of this Agreement, reports from the NAC, a list of grievances or complaints that were received by the City through the Grievance System (including copies of any written grievances or complaints) since the last report and actions taken in response, and the amount and sources of the amount contributed towards the annual minimum expenditures required by Paragraph 8, and detailed information on any noncompliance with this Agreement, including steps the City plans to take to resolve noncompliance pursuant to Paragraph 55. The reports shall be submitted to:

William F. Lynch
Assistant General Counsel for Fair Housing Compliance
Office of General Counsel
U.S. Department of Housing and Urban Development
451 7th Street, S.W.
Washington, DC 20410
william.f.lynch@hud.gov
Phone: 202-402-6280

and

Lynn M. Grosso Director of Enforcement Office of Fair Housing and Equal Opportunity 451 7th Street, S.W., Suite 5226 Washington, D.C. 20410 <u>lynn.m.grosso@hud.gov</u> Phone: 202-402-5361

54. <u>Record Keeping</u>. Throughout the Term of this Agreement, the City shall maintain all records relating to the City's, Subrecipients' and Owners' compliance with Section 504 (see 24 C.F.R. § 8.55) and the terms of this Agreement and shall require Subrecipients, Owners, and Property Management Agents to maintain all records relating to compliance with this Agreement.

N. Monitoring and Effect of Noncompliance with this Agreement

55. Subrecipients' and Owners' Compliance. The Parties acknowledge that timely implementation of this Agreement may depend, in part, on the cooperation of Subrecipients, Owners, and Property Management Agents and their compliance with the applicable requirements of Section 504, the ADA, and the Fair Housing Act. To facilitate this objective, the Department will assist the City by sending a joint letter that informs Subrecipients, Owners, and Property Management Agents of their obligations to comply with federal law and the City's commitments under this Agreement, including funding retrofits to Existing Housing Developments in order to comply with the Accessibility Standards, and the provisions of this Paragraph. In addition to all other actions required by this Agreement, the City shall use any and all available legal means as may be necessary to obtain the cooperation of or compel the compliance by Subrecipients, Owners, and Property Management Agents with the terms of the Agreement and the requirements of Section 504, the ADA, and the Fair Housing Act. To the extent a Property Management Agent is not cooperative or compliant, the City will take the actions described in this Paragraph to obtain the cooperation of or compel compliance by the Subrecipient or Owner. Consistent with the City's legal authority at the time of this Agreement, such actions shall include, except as described in Paragraph 83, declaring an event of default under active loan agreements, suing for breach of loan or covenant agreements with demand for specific performance and damages, negative evaluations and reduction in rating factor points for future project consideration through existing contractor evaluation and contractor responsibility ordinances, other available sanctions limiting the Owner or Subrecipient from participating in Cityadministered programs, or filing an action in court. In the event such actions by the City prove ineffective, the City may refer Subrecipients and Owners to the Department for the provision of technical assistance or such enforcement actions as the Department deems appropriate, including but not limited to the issuance of a subpoena, the initiation of an investigation, and a referral to the U.S. Department of Justice or another agency for an enforcement action. Prior to the filing of a complaint or referral of any Subrecipient or Owner to HUD for enforcement, the City shall contact the Department to determine the required procedures and format for a complaint or a referral for enforcement, which shall include the following information: (1) the Subrecipient's or Owner's name, address, and contact information, (2) the City's agreement(s) with the Subrecipient or Owner, (3) the

architectural plans for the Housing Development, (4) the on-site accessibility survey report(s) and related documentation, (5) copies of all written communications between the City and the Subrecipient or Owner relating to the City's efforts to convince or compel the Subrecipient or Owner to comply with Federal accessibility requirements, and (6) such other materials as the Department may request. The City shall cooperate in any enforcement action by HUD, the Department of Justice, or another agency in connection with a referral made pursuant to this VCA. The City will not take any action to diminish its legal authority which exists as of the Effective Date of this Agreement to engage in any of the activities outlined in Paragraph 55. This Paragraph does not limit the City's ability to count Accessible Housing Units that the City funds that result from technical assistance or enforcement by HUD or another agency, provided the unit has received a Certificate of Compliance pursuant to Paragraph 24.

- 56. <u>Monitoring</u>. During the first year after the Effective Date, the Department and the City will meet at least quarterly to discuss the City's progress towards meeting the requirements of this Agreement. Thereafter, upon reasonable notice to the City by the Department, the Department and the City will meet to discuss the City's progress towards meeting the requirements of this Agreement, proposed modifications to the Agreement, or conduct other business with respect to this Agreement.
- 57. <u>Department's Right to Terminate Agreement</u>. If the Department determines that the City is not making a good faith effort to fulfill its responsibilities under this Agreement, the Department may terminate the Agreement by providing a sixty (60) day written notice to terminate, and the City shall have thirty (30) Days to provide a written response to the Department.
- 58. <u>Cooperation and Collaboration</u>. The City shall work cooperatively with the Department to achieve the objectives of this Agreement. To facilitate ongoing, open, and cooperative communication, the City shall appoint a team of senior officials comprised of representatives of the Office of the Mayor, the City Administrative Officer, the Office of the City Attorney, and the General Manager of HCID. The City team shall meet with representatives of the Department no less than every six (6) months during the first two (2) years following the Effective Date to review and discuss the City's progress in meeting the requirements of the Agreement in order to collaboratively identify and address operational concerns and potential compliance issues. At any other time during the Term, the Department may convene a meeting with the City team or specific senior City officials, as HUD deems necessary, to address operational concerns and potential compliance issues.
- 59. <u>Disputes</u>. The Parties intend to resolve any dispute with respect to noncompliance with provisions of this Agreement in a timely and efficient manner. Upon a finding of noncompliance, the Department will provide the City with a written statement specifying the facts of the alleged noncompliance and will provide a reasonable opportunity to cure the noncompliance or otherwise demonstrate that the provisions of this Agreement that are the subject of the noncompliance finding have been addressed satisfactorily. If the City does not respond in a timely or sufficient manner to the opportunity to cure through demonstration of

compliance or other negotiated resolution of noncompliance findings, the Department will affirm its findings (with or without modification). In the event that any such dispute(s) cannot be resolved at the Regional Office, the City may appeal to the Department's Headquarters' Office of Fair Housing and Equal Opportunity for resolution of the dispute(s).

- 60. <u>Enforcement</u>: Actions the Department may take to resolve the City's noncompliance with the Agreement include:
 - a. Suspension, termination of, or refusal to grant or continue, Federal financial assistance
 - b. Referral to the Department of Justice for appropriate action
 - c. The initiation of debarment proceedings, and
 - d. Any other actions permitted by law.

IV. MISCELLANEOUS PROVISIONS

- 61. <u>Housing Covered by this Agreement</u>. This Agreement applies to all Housing Developments, housing projects, housing facilities, and related programs or activities that involved, currently involve, or will involve, Federal financial assistance administered by the Department and utilized by the City and/or a Subrecipient of the City as well as all of the Housing Developments that were, are, or will be designed, constructed, altered, operated, administered, or financed, in whole or in part, in connection with a multifamily housing program administered in whole or in part by the City and/or a Subrecipient of the City since January 26, 1992.
- 62. <u>Term of Agreement</u>. This Agreement shall be binding on the City and all of its officials, agents, employees, successors, and assigns until such time as the City and its Subrecipients have satisfactorily completed the actions required by this Agreement as determined by the Department, or ten (10) years and one hundred twenty (120) Days after the Effective Date, whichever is later. Completion of actions required by this Agreement does not affect the City's continuing obligation to comply with all applicable Federal laws, including but not limited to Section 504, the ADA, and the Fair Housing Act.
- 63. <u>Provision of Funding</u>. The City shall provide sufficient funding to perform its obligations under this Agreement in accordance with the timeframes set out herein. Insufficient funds will not excuse the City from any of the requirements of this Agreement.
- 64. <u>Effect of Agreement</u>. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, the Fair Housing Act, and/or state law. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement. This Agreement does not affect the ability of the Department or the City to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this Agreement.

- 65. Claims Resolved Through this Agreement. This Agreement resolves all findings of noncompliance by the City detailed in the Office of Fair Housing and Equal Opportunity's Letter of Findings dated January 11, 2012, as well as the Department of Housing and Urban Development's September 7, 2017 referral of such findings for civil rights enforcement to the Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice and the United States Attorney for the Central District of California, and the Office of Fair Housing and Equal Opportunity's Supplemental Letter of Findings dated April 1, 2019. This Agreement does not, and shall not be construed to, resolve any claims that have been or could be asserted in United States ex rel. Mei Ling, et al. v. City of Los Angeles, et al., No. CV-11-00974-PSG-JC (CDCA filed Feb. 1, 2011), or any other claims that the Department of Housing and Urban Development or the U.S. Department of Justice has or may have under the Fails Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Housing and Community Development Act, 42 U.S.C. §§ 5301-5321; or any other statutory, administrative, regulatory, or common law claims, including but not limited to payment by mistake, negligent misrepresentation, unjust enrichment, and fraud.
- 66. <u>Disclosure of Agreement and Reports</u>. As of the Effective Date, this Agreement becomes a public document. The City shall publish a copy of this Agreement on its website in a location that is easy for persons with disabilities to find and in a format that is accessible to persons with disabilities (i.e., HTML or MS Word, which allow for increasing font size in a word processor or web browser not PDF; WCAG 2.0 AA; WCAG2ICT; EPUB3, etc.), and shall make available a copy of this Agreement to any person for his/her review upon request, including requested accessible formats. The City shall also provide a copy of any data and reports that it, its agents, Subrecipients, or Owners generate to comply with this Agreement, whether maintained electronically or otherwise, including but not limited to records identified in Paragraphs 53 or 54 to any person, upon request, in accordance with California's Public Records Act, codified at California Government Code Section 6250-6270. The City may not assert any privilege with respect to such data or records. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- 67. <u>Prior Conflicting Guidance</u>. To the extent that any prior Department guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding the City's obligations, responsibilities, or technical requirements under Section 504 and UFAS, the ADA, and/or the Fair Housing Act may be construed to conflict with this Agreement, this Agreement is the controlling document as of the Effective Date.
- 68. <u>Court Orders and Settlements</u>. This Agreement does not supersede, or in any manner change the rights, obligations, and responsibilities of the Parties under any pending litigation, court orders, or settlements of other controversies involving compliance with Federal or State civil rights statutes.
- 69. <u>Obligations Under Section 504, ADA, and Fair Housing Act Are Not Reduced</u>. This Agreement incorporates the obligation that all covered multifamily dwellings built for first occupancy after March 13, 1991, shall also be designed and constructed to comply with the

Fair Housing Act. See 42 U.S.C. § 3604(f)(3)(C) and 24 C.F.R. § 100.205. This Agreement shall not be construed to reduce or eliminate any requirements for the City, its Subrecipients, or Owners to comply with all requirements of Section 504, the ADA and/or the Fair Housing Act. The provision of Accessible Housing Units pursuant to this Agreement or the provision of Auxiliary Aids and/or Enhanced Accessibility Features pursuant to this Agreement shall not be construed to decrease the City's or its Subrecipients' or Owners' obligation to provide Auxiliary Aids and Services and Reasonable Accommodations in accordance with the requirements of Section 504, the ADA, or the Fair Housing Act.

- 70. <u>Lawsuits Not Involving the Department</u>. This Agreement and its terms shall remain in full force and effect notwithstanding any court order that may issue during the term of this Agreement in a case in which the Department is not a party.
- 71. <u>Format of City's Communications</u>. The City shall provide all notices, correspondence and/or communications pursuant to this Agreement, in alternate formats, upon request. See 24 C.F.R. § 8.6.
- 72. <u>Review and Approvals by the Department</u>. The following Department officers are authorized to make approvals under this Agreement: Deputy Assistant Secretary for Enforcement and Programs, Office of Fair Housing and Equal Opportunity (FHEO); Director, Office of Enforcement, FHEO; Associate General Counsel, Office of Fair Housing, Office of General Counsel; Assistant General Counsel for Fair Housing Compliance; or their supervisors or designees. Unless otherwise specified in this Agreement, the Department will provide the City with comments following its review of materials provided by the City within thirty (30) Days of receipt from the City. The Department will provide the City with prompt notice within thirty (30) Days of receipt of materials if additional time for review is necessary, will specify the amount of time needed to conduct the review, and provide the City with the reasons additional time is necessary.
- 73. <u>Modifications to Agreement</u>. This Agreement may only be modified by a written agreement signed by all of the Parties. The City may seek modification of the Agreement based on a material change in circumstances (e.g., a major disaster event that materially impairs performance under this Agreement), which shall not include the failure of the City to reserve adequate funds to perform its obligations under this Agreement. The Parties may agree to a modification to this Agreement to allow for additional time from that specified in Paragraph 15 of this Agreement so long as the Department is satisfied that the City has made a reasonably clear effort toward achieving the Target Number of Units.
- 74. <u>Department's Enforcement Authority</u>. This Agreement does not limit the Department's authority to enforce Section 504, the ADA, the Fair Housing Act, or any other legal authority, including HOME and CDBG program requirements, except as expressly stated herein. Specifically, this Agreement does not limit the Department's authority to investigate complaints, conduct compliance reviews, or take any enforcement action it deems appropriate.

- 75. <u>Effect of Non-Enforcement</u>. Failure by the Department to enforce this entire Agreement, or any provision(s) of the Agreement, including but not limited to deadlines, shall not be construed as a waiver of any right to do so. Furthermore, the Department's failure to enforce this entire Agreement or any provision thereof shall not be construed as a release of the City from any obligation incurred under this Agreement or under any statute or regulation.
- 76. <u>Advance Authorization of Legal Expenditures</u>. The City must obtain in advance the Department's written approval to expend any of the Department's funds for legal services concerning compliance activities under this Agreement.
- 77. <u>Weekends and Holidays</u>. If a reporting day or other deadline under this Agreement falls on a weekend or Federal holiday, the report or other required action will be due on the first business day after the weekend or holiday.
- 78. <u>Binding Effect of Agreement</u>. This Agreement is binding upon the Parties, by and through their officials, agents, employees, and successors for the Term of this Agreement. The City shall ensure that all of its components and all employees of the City take all actions necessary for the City to comply with the provisions of this Agreement. If the City contracts with, engages, arranges for, or delegates responsibility to, a third party or outside entity to conduct any activities relating to the provisions of this Agreement, the City shall provide a copy of the Agreement to all such third parties and outside entities, with instructions that they comply with its terms. The City shall remain responsible for any failure of such third parties or entities to comply with the terms of the Agreement.
- 79. <u>No Authority to Waive or Ignore Requirements</u>. Neither the City, HCID, the VCA Administrator, the NACs, nor the 504/ADA Coordinator shall have the authority to waive or ignore requirements of or noncompliance by the City or any official(s) thereof, its Subrecipients, or Owners with this Agreement, including its policy provisions, or with Federal fair housing and civil rights requirements.
- 80. <u>Entire Agreement</u>. This Agreement and any documents incorporated by reference constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding.
- 81. <u>Notices</u>. Notices provided under this Agreement shall be provided by electronic mail or overnight courier to the following or their successors:

For the Department:

Lynn M. Grosso Director of Enforcement Office of Fair Housing and Equal Opportunity U.S. Department of Housing and Urban Development 451 7th Street, SW Washington, DC 20410 Email: <u>lynn.m.grosso@hud.gov</u>

Jeanine Worden Associate General Counsel for Fair Housing Office of the General Counsel U.S. Department of Housing and Urban Development 451 7th Street, SW Washington, DC 20410 Email: jeanine.worden@hud.gov

William F. Lynch
Assistant General Counsel for Fair Housing Compliance
Office of General Counsel
U.S. Department of Housing and Urban Development
451 7th Street, SW
Washington, DC 20410
Email: william.f.lynch@hud.gov

For the City:

Rushmore Cervantes, General Manager City of Los Angeles Housing + Community Investment Department 1200 West 7th Street Los Angeles, CA 90017 Tel.: (213) 808-8808 Email: <u>rushmore.cervantes@lacity.org</u>

With a copy to:

James P. Clark, Chief Deputy City Attorney Office of the Los Angeles City Attorney 200 North Main Street, Room 800 Los Angeles, CA 90012-4131 Tel: (213) 978-8100 Email: james.p.clark@lacity.org

- 82. <u>Required Assurance</u>. On the Effective Date of this Agreement, the City shall execute an assurance that it will take appropriate and immediate action to ensure compliance with Section 504, the ADA, and the Fair Housing Act, as set forth in Appendix 4.
- 83. <u>Eminent Domain.</u> The City shall not be required to utilize eminent domain for purposes of implementing this Agreement.

84. Consistency with Law. This Agreement will be implemented consistent with the requirements of Federal law, California law, and the requirements of this Agreement. To the extent the City believes that it may not be able to implement a provision of the VCA because of a conflict with California law, the City will provide the Department with a memorandum identifying legal authorities and the City's view of why there may be a conflict. The Department will review the submission and any modifications to the Agreement will be resolved pursuant to Paragraph 73.

For the City of Los Angeles:

Richard H. Llewellyn, Jr. City Administrative Officer City of Los Angeles

(Signature)

(Date)

For the U.S. Department of Housing and Urban Development:

Lynn M. Grosso Director of Enforcement Office of Fair Housing and Equal Opportunity

(Signature) August 2, 2019

Appendix 1: List of Existing Housing Developments (including CRA Housing Developments)

Description	Total Properties	Total Units	Mobility	H/V	Total Target Number of Units
City-Assisted with Federal Funds	474	25,340	1,493	750	2,243
City-Assisted, No Federal Funds	126	11,962	658	291	949
CRA-Assisted, Transferred to City	133	10,134	565	274	839
Total	733	47,436	2,716	1,315	4,031

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
1	1990	DUANE HEIGHTS	2271 W DUANE ST CA 90039	14	1	1	2
2	1990	WATSON TERRACE I	6128 S 11th Ave, CA 90043	12	1	1	2
3	1991	CENTRAL COURT APARTMENTS	1316 E 21st St , Los Angeles CA, 90011	7	1	1	2
4	1992	41ST STREET APARTMENTS	1410 E 41st St, CA 90011	12	1	1	2
5	1992	FAME MANOR	3210 W Adams Blve, Los Angeles, CA 90018	56	3	2	5
6	1992	HOPE WEST APTS.	1231-1237 West Blvd, Los Angeles, CA 90019	17	1	1	2
7	1992	LAS BRISAS	200 N Bixel St, Los Angeles, CA 90026	30	2	1	3
8	1992	ONE WILKINS PLACE	1066 E 47th St, Los Angeles, CA 90011	66	4	2	6
9	1992	PARTHENIA COURT	14825-14833 Parthenia St, Van Nuys, CA 91402	25	2	1	3
10	1992	PROJECT INDEPENDENCE	13274 N Dronefield Ave, Sylmar, CA 91342	26	2	1	3
11	1992	RALPH BUNCHE VILLAS	915 E 50th St , Los Angeles CA, 90011	6	1	1	2
12	1992	STRATHERN PARK EAST	11047 W Strathern St, Sun Valley, CA 91352	25	2	1	3
13	1992	TABOR COURTS	345-363 Fourth Ave, Venice 90291	25	2	1	3
14	1992	WITMER CITY LIGHTS	319 S WITMER ST CA 90017	16	1	1	2
15	1993	CRESCENT VILLAGE (aka Crescent Arms Apartments)	1709 W 8th St , Los Angeles CA, 90017	112	6	3	9
16	1993	DEAF COMMUNITY MULT. CENTER	2222 La Verne Ave, Los Angeles CA 90041	14	1	1	2
17	1993	NORBO HOTEL DEVELOPMENT CORP	NO RBO HOTEL 526 E. SIXTH STREET ,LOS ANGELES CA, 90021	58	3	2	5
18	1993	ARGYLE ARMS (WERNER ILLING HOUSE)	1924 N Argyle Ave, Hollywood, CA 90068	21	2	1	3
19	1993	BEVERLY CITY LIGHTS	107 S Carondelet St, Los Angeles, CA 90057	40	2	1	3
20	1993	ENRIQUEZ, ISRAEL/BELEN ARGYLE ARMS	1924 Argyle Ave , Hollywood CA, 90068	21	2	1	3
21	1993	LAS PALOMAS HOTEL	2203 E 1st St, Los Angeles, CA 90033	62	4	2	6
22	1993	MAIN STREET APTS.	7317 S Main St , Los Angeles CA, 90003	30	2	1	3
23	1993	MANILA TERRACE	2328 W Temple St , Los Angeles CA, 90026	30	2	1	3

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
24	1993	MARINA APTS.	722 S Coronado St , Los Angeles CA, 90057	64	4	2	6
25	1993	MERCEDES APTS.	727 S Carondelet St , Los Angeles CA, 90057	47	3	1	4
26	1993	PARKER HOTEL	725 S Witmer St, Los Angeles, CA 90017	32	2	1	3
27	1993	SOMERVILLE I & II	4219 S Central Ave , Los Angeles CA, 90011	41	3	1	4
28	1993	TEMPLE-EDGEWARE APTS	1272 W Temple St , Los Angeles CA, 90026	108	6	3	9
29	1993	VINELAND PLACE - (HCDBG)	7843 N VINELAND AVE CA 91352	18	1	1	2
30	1994	HARBOUR COMMUNITY HOUSING	12157 N San Fernando Rd, CA 91342	38	2	1	3
31	1994	Paradise Arms	5200 S Broadway Los Angeles CA 90003	43	3	1	4
32	1994	43RD STREET APTS.	1211 E 43rd St, Los Angeles, CA 90011	5	1	1	2
33	1994	509 S. UNION DRIVE	509 S Union Dr, CA 90017	26	2	1	3
34	1994	8001 RESEDA BOULEVARD	8001 N Reseda Blvd, CA 91335	56	3	2	5
35	1994	8727 ORION AVE.	8727 N Orion Ave, North Hills, CA 91343	10	1	1	2
36	1994	8735 ORION AVE.	8735 N Orion Ave, North Hills, CA 91343	10	1	1	2
37	1994	ADAMS CONGRESS APTS.	1775-1807 W Adams Blvd, Los Angeles, CA 90018	46	3	1	4
38	1994	APPIAN WAY APTS.	1536 N Serrano Ave, CA 90027	42	3	1	4
39	1994	ASHWOOD COURT	19119/19201 Nordhoff St, Northridge, CA 91324	72	4	2	6
40	1994	BARNSDALL COURT	1626 N NORMANDIE AVE Los Angeles, CA 90027	38	2	1	3
41	1994	CAMBRIA APARTMENTS	738 S Union Ave , Los Angeles CA, 90017	40	2	1	3
42	1994	CONNECTION HOUSE/FOSTER YOUTH CONN	213 SEVERANCE STREET , LOS ANGELES CA, 90007	16	1	1	2
43	1994	CORAL WOOD APTS.	8025 N RESEDA BLVD CA 91335	106	6	3	9
44	1994	CORRIDOR PROJECT	3507 W Stocker St, Los Angeles, CA 90008	44	3	1	4

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
45	1994	DELANO II	14722 W Delano St, CA 91411	9	1	1	2
46	1994	H.O.M.E.	1600 S. Hayworth St. Los Angeles CA 90035	4	1	1	2
47	1994	HAVEN HILLS TRAN HSNG	21101 W Saticoy St, Canoga Park, CA 91305	26	2	1	3
48	1994	LA TOWNHOMES	2557 S Bronson Ave, CA 90018	7	1	1	2
49	1994	LINN HOUSE/WESTSIDE HOSPICE/AIDS HEALTH	1001 N Martel Ave , West Hollywood CA, 90046	25	2	1	3
50	1994	MEMORY PARK APARTMENTS	8750-8810 Memory Park Ave, North Hills, CA 91343	53	3	2	5
51	1994	MIRACLE MILE	402-404 S Cochran Ave, Los Angeles, CA 90036	28	2	1	3
52	1994	NOBLE PINES	21611 W Saticoy St, CA 91304	68	4	2	6
53	1994	NORDHOFF STREET APARTMENTS	15543 W Nordhoff St, CA 91343	38	2	1	3
54	1994	NORMANDIE APTS AKA BARNSDALL COURTS	423 S. Westmoreland AVE CA 90020	54	3	2	5
55	1994	ORANGEWOOD COURT APTS	5050 Sepulveda Blvd., Sherman Oaks	92	5	2	7
56	1994	ORION VILLAS	8852 N Orion Ave, CA 91343	10	1	1	2
57	1994	OROZCO VILLAS	8920 N Orion Ave, North Hills, CA 91343	40	2	1	3
58	1994	OXNARD VILLA	14045 W Oxnard St, CA 91401	40	2	1	3
59	1994	REGENCY 50	14540 Blythe St , Panorama City CA, 91402	50	3	1	4
60	1994	RESEDA VILLAGE	7939 N Reseda Blvd, 91335	42	3	1	4
61	1994	ROSCOE APTS.	20234 W Roscoe Blvd, CA 91306	25	2	1	3
62	1994	SYCAMORE VILLAGE	523 S Rampart Blvd, CA 90057	30	2	1	3
63	1994	THE WORLD CHRISTIAN TRN. CTR	1608 W 38th Pl , Los Angeles CA, 90062	33	2	1	3
64	1994	TOLTON / MONTCLAIR COURT	4208 W 28th St/ 4200 Montclair, Los Angeles, CA 90016	16	1	1	2
65	1994	TOLTON COURT	2806 S West Blvd, CA 90016	10	1	1	2
66	1994	VILLAGE CHOICE I & II	16124 W TUPPER ST CA 91343	14	1	1	2
67	1994	WHITE OAK APTS.	9205 WHITE OAK AVE	80	4	2	6
68	1995	FAME WEST 25TH STREET	1940 W 25th St, CA 90018	12	1	1	2

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
69	1995	ST. ANDREWS BUNGALOW COURT	1514-1544 St Andrews PL, Los Angeles, CA 90028	16	1	1	2
70	1995	2010 CHARITON	2010 Chariton St, Los Angeles, CA 90017	18	1	1	2
71	1995	20258 ROSCOE DEV LLC	20258 W Roscoe Blvd, Ca 91306	34	2	1	3
72	1995	54TH STREET APTS.	2117-2119 W 54th St, Los Angeles, CA 90062	22	2	1	3
73	1995	ALABAMA I-III	7440 Alabama Ave, Canoga Park, CA 91303	42	3	1	4
74	1995	ANGELINA APARTMENTS	1300 Angelina St , Los Angeles CA, 90026	82	5	2	7
75	1995	ARGYLE COURT	1938 N Argyle Ave, Los Angeles, CA 90068	24	2	1	3
76	1995	ARMINTA SQUARE	11050 Arminta St, Sun Valley, CA 91352	46	3	1	4
77	1995	ASIAN PACIFIC TRANS HSNG	DV	8	1	1	2
78	1995	ASTORIA PLACE TOWNHOMES	13230 N Bromont Ave, CA 91342	18	1	1	2
79	1995	BROADWAY VILLAGE	9413 S Spring St , Los Angeles CA, 90003	41	3	1	4
80	1995	CALIFORNIA HOTEL	1134-1146 S Pacific Ave, los Angeles, CA 90731	40	2	1	3
81	1995	CANAAN GARDENS	641 E 27th St, Los Angeles, CA 90011	7	1	1	2
82	1995	CHILDREN'S SHELTER	252 S RAMPART BLVD CA 90057	15	1	1	2
83	1995	EVERGREEN VILLAGE APARTMENTS	420 N Evergreen Ave, Los Angeles, CA 90063	54	3	2	5
84	1995	FIGUEROA COURTS APTS/ACOF	9128-9144 S Figueroa St, Los Angeles, CA 90003	40	2	1	3
85	1995	GOWER STREET APTS.	1140 N GOWER ST CA 90038	55	3	2	5
86	1995	GRAMERCY COURT	3317 W Washington Blvd , Los Angeles CA, 90018	16	1	1	2
87	1995	HARBOR GATEWAY HOMES	1418 W 218TH ST CA 90501	12	1	1	2
88	1995	HAYWARD MANOR APTS.	206 W 6th St, CA 90014	525	27	11	38
89	1995	HYDE PARK PLACE APARTMENTS / CEDC	6309 S 10th Ave, Los Angeles, CA 90043	29	2	1	3
90	1995	MARIPOSA APTS.	1641 N Mariposa Ave, Los Angeles, CA 90027	32	2	1	3

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
91	1995	MISSION PLAZA APARTMENT	2218-2258 N Parkside Ave, Los Angeles, CA 90031	132	7	3	10
92	1995	MT. MORIAH SENIOR VILLA/MORIAH SEN HSNG	4302 S Figueroa St, Los Angeles, CA 90037	20	1	1	2
93	1995	NEW DIRECTIONS REGIONAL CENTER	11301 Wilshire Blvd, Los Angeles, CA 90073	156	8	4	12
94	1995	NEW HOPE - STA. MONICA	1637 Appian Way, Santa Monica, CA 90401	25	2	1	3
95	1995	OAKWOOD APTS.	15454 W Sherman Way, CA 91406	390	20	8	28
96	1995	Olympic Plaza	2605-2627 Olympic Blvd, Los Angeles, CA 90023	88	5	2	7
97	1995	PARKVIEW APTS.	622 S Alvarado St , Los Angeles CA, 90057	198	10	4	14
98	1995	PAZ VILLAS	14643 W Blythe St, Van Nuys, CA 91402	14	1	1	2
99	1995	PENNY LANE - 15256 ACRE STREET	15256-15260 Acre St, North Hills, CA 91343	6	1	1	2
100	1995	PLAZA VERMONT/CEDC	960 W 62nd Pl, CA 90044	79	4	2	6
101	1995	Roberta Stephens Villas I & II	5161 Huntington DR CA 90032	63	4	2	6
102	1995	ROSSMORE HOTEL	905 E 6th St, Los Angeles, CA 90013	60	3	2	5
103	1995	SHARP MANOR	10601 S BROADWAY CA 90003	15	1	1	2
104	1995	TELACU POINTE/TELACU HOUSING - L A INC	3100 N FLETCHER DR CA 90065	84	5	2	7
105	1995	TRANSITION HOUSE	543 S. CROCKER ST	130	7	3	10
106	1995	VALLEY VILLAGE SENIOR APTS	1211 Chandler Blvd, Los Angeles, CA 91607	188	10	4	14
107	1995	VICTORIA MANOR APTS.	6503 S Victoria Ave, CA 90043	10	1	1	2
108	1995	VILLA PALOMA	DOMESTIC VIOLENCE UN-DISCLOSED SITE , SAN PEDRO CA, 90731	12	1	1	2
109	1995	WASHINGTON COURT APTS	1717 E 103rd St , Los Angeles CA, 90002	30	2	1	3
110	1995	WHITSETT AVENUE PROJECT	6446,6448,6450 WHITSETT AVE, NORTH HOLLYWOOD, CA 91606	6	1	1	2
111	1996	RAINBOW HOUSE	DV	14	1	1	2
112	1996	BLYTHE STREET APARTMENTS	14601 Blythe St , Van Nuys CA, 91402	32	2	1	3

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
113	1996	BRYSON FAMILY APTS.	2701 W Wilshire Blvd, Los Angeles, CA 90057	81	5	2	7
114	1996	-	433 W Casanova St, Los Angeles, CA 90012	27	2	1	3
115	1996	CENTURY APTS.	2742 LanFranco ST CA 90033	8	1	1	2
116	1996	DENKER HOUSE	20902 S Denker Ave, San Pedro, CA 90501	6	1	1	2
117	1996	EL CORAZON	7006 ALABAMA & 21429 HART STREET , CANOGA PARK CA, 91303	60	3	2	5
118	1996	FEDORA APTS.	836 FEDORA ST	23	2	1	3
119	1996	FIGUEROA OAKS	10210 S Figueroa St , Los Angeles CA, 90003	32	2	1	3
120	1996	EIGHEROA SENIOR HOUSING	5503 S Figueroa St , Los Angeles CA, 90037	66	4	2	6
121	1996	FLOWER HOUSE	DV	10	1	1	2
122	1996	GARCIA (JR.), DOLORES M.	2912 9th Ave , Los Angeles CA, 90018	11	1	1	2
123	1996	HALIFAX HOTEL	6376 Yucca St , Los Angeles CA, 90028	46	3	1	4
124	1996	HARDEMION, JOHN C	3913 Hillcrest Dr , Los Angeles CA, 90008	29	2	1	3
125	1996		5239 Harmony Ave , North Hollywood CA, 91601	14	1	1	2
126	1996	HART ALABAMA	7006 N Alabama Ave/ 21429 W Hart St, CA 91303	12	1	1	2
127	1996	HHH HOUSING & COMMUNITY CTR.		24	2	1	3
128	1996	HOPE COTTAGE (DV)	DV	3	1	1	2
129	1996	JENESSE CENTER, INCPROJ #2- LAHD	DV	9	1	1	2
130	1996	KENMORE APARTMENTS	1726 N Kenmore Ave, Los Angeles, CA 90027	21	2	1	3
131	1996	NEW HARBOR VISTA	410-450 Wilmington Blvd, CA 90744	132	7	3	10
132	1996	NEW HOPE - SILVER LAKE	2301 W Brier Ace, CA 90039	14	1	1	2
133	1996	NORMANDIE SENIOR APARTMENTS	6301 S Normandie Ave , Los Angeles CA, 90044	75	4	2	6

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
134	1996	PALMS COURT	3819-3821 MOTOR AVE ,LOS ANGELES CA, 90066	20	1	1	2
135	1996	PENNY LANE - 15260 RAYEN	15260 W Rayen St, Sepulveda, CA 91343	6	1	1	2
136	1996	PICO-GRAMERCY FAMILY HOUSING	1303 S Gramercy Pl , Los Angeles CA, 90019	49	3	1	4
137	1996	STEEL PLAZA	287 S UNION AVE CA 90026	66	4	2	6
138	1996	TELACU LAS FLORES	12793 W Mercer St, CA 91331	75	4	2	6
139	1996	TEMPLE/ROBINSON	TEMPLE/ROBINSON , LOS ANGELES CA, 90026	50	3	1	4
140	1996	TRANSITIONAL SHELTER	DV - CONFIDENTIAL SITE , LOS ANGELES CA, 90036	5	1	1	2
141	1996	TRES PALMAS	269 Loma Dr , Los Angeles CA, 90026	19	1	1	2
142	1996	VANOWEN GARDENS	11754 Vanowen St , North Hollywood CA, 91605	15	1	1	2
143	1996	WEST "A" HOMES	4126 S Vermont Ave , Los Angeles CA, 90037	44	3	1	4
144	1996	WESTLAKE APTS.	514 S WESTLAKE AVE CA 90057	14	1	1	2
145	1997	NEW HOPE (Courtyard Apartments) - SAN PEDRO	1124 S Palos Verdes St, San Pedro CA 90732	10	1	1	2
146	1997	AVENIDA TERRACE	6122 11th Ave/ 3939 Ursula Ave, Los Angeles, CA 90049	8	1	1	2
147	1997	BALDWIN/WATSON TERRACE II	3939 Ursula Ave , Los Angeles CA, 90008	83	5	2	7
148	1997	BENTON GREEN APTS.	528 N Benton Way , Los Angeles CA, 90026	38	2	1	3
149	1997	CASTLEWOOD TERRACE	16920 Chatsworth St , Granada Hills CA, 91344	68	4	2	6
150	1997	GEORGE MCDONALD COURT	1802,1806-26 E 92ND ST, LOS ANGELES, CA 90002	61	4	2	6
151	1997	GREATER BETHANY	851 W 81st St , Los Angeles CA, 90044	8	1	1	2
152	1997	GWEN BOLDEN MANOR	1302 E 41st St , Los Angeles CA, 90011	24	2	1	3
153	1997	LOS ALTOS APARTMENTS	4161 Wilshire Blvd.	67	4	2	6
154	1997	SILVERLAKE COURTYRD APTS/PROJ NEW HOPE	2301 Brier Ave , Los Angeles CA, 90039	14	1	1	2

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
155	1997	SYCAMORE PARK APARTMENTS	250 S Avenue 50 , Highland Park CA, 90042	59	3	2	5
156	1997	UNIVERSITY PARK APARTMENTS	1221 W 29th St, Los Angeles, CA 90007	20	1	1	2
157	1997	VISTA NUEVA	124 S La Fayette Park Pl , Los Angeles CA, 90057	30	2	1	3
158	1998	AVALON TERRACE / NICOLET APARTMENTS	451 E 120th St, Los Angeles, CA 90061/4027 Nicolet Ave, Los Angeles, CA 90008	38	2	1	3
159	1998	BANDERA SENIOR HOUSING	1826 E 92nd St , Los Angeles CA, 90002	61	4	2	6
160	1998	COURTYARD APTS.	908 & 912 NEW HAMPSHIRE BLVD	15	1	1	2
161	1998	FOUNDATION FOR QUALITY HOUSING	7970 Woodman Ave , Panorama City CA, 91402	142	8	3	11
162	1998	HILLVIEW VILLAGE	12408 Van Nuys Blvd ,Pacoima CA, 91331	50	3	1	4
163	1998	JENESSE-SITE A (PALMYRA AVE)	DV	20	1	1	2
164	1998	JENESSE-SITE B (NICOLET AVE)	DV	12	1	1	2
165	1998	LA MIRADA APARTMENTS	5653 La Mirada Ave , Los Angeles CA, 90038	30	2	1	3
166	1998	LAKEVIEW MANOR	11681 W Foothill Blvd, CA 91342	49	3	1	4
167	1998	L'CANNON CLUB APTS.	9700 Laurel Canyon Blvd.	80	4	2	6
168	1998	NEW HOPE SENIOR VILLA	5140 S Central Ave , Los Angeles CA, 90011	47	3	1	4
169	1998	STOCKER APARTMENTS	3507 Stocker St , Los Angeles CA, 90008	12	1	1	2
170	1998	WATTS DV CTR - SITE A	DOMESTIC VIOLENCE SITE , LOS ANGELES CA, 90002	20	1	1	2
171	1999	HOOVER SENIOR HOUSING	6212 S Hoover St , Los Angeles CA, 90044	38	2	1	3
172	1999	Hope Village	1031 S Hope Street Los Angeles CA 90015	66	4	2	6
173	1999	ALEGRIA	2737 W Sunset Blvd , Los Angeles CA, 90026	45	3	1	4
174	1999	Amistad Plaza	6050-6130 S. Western Avenue Los Angeles CA 90008	56	3	2	5

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
175	1999	APTAKER, STEVE/LAURIE	729 S Union Ave , Los Angeles CA, 90017	140	7	3	10
176	1999	ART SHARE LOS ANGELES/CHIP HUNTER	801 E 4th Pl , Los Angeles CA, 90013	30	2	1	3
177	1999	CENTRAL CITY APARTMENTS	746 S Lake St , Los Angeles CA, 90057	63	4	2	6
178	1999	DEWEY HOTEL	721 S Main St , Los Angeles CA, 90014	43	3	1	4
179	1999	ECHO PARK SENIOR HOUSING	1727 Morton Ave , Los Angeles CA, 90026	41	3	1	4
180	1999	GUNTHARP, WOODROW Y/ETHEL A	915 S Carondelet St , Los Angeles CA, 90006	48	3	1	4
181	1999	JENESSE-5TH AVENUE SHELTER	DV	6	1	1	2
182	1999	La Estrella	1979 Estrella Avenue Los Angeles CA 90007	11	1	1	2
183	1999	LARKIN, PATRICK F	2117 Vallejo St, Los Angeles, CA 90031		0	0	0
184	1999	MAKARA, JOHN	854-860 S NORMANDIE & 3149-3151 1/2 W 9TH ST. , LOS ANGELES CA, 90005	8	1	1	2
185	1999	MARIPOSA APTS.	511 S Mariposa Ave , Los Angeles CA, 90020	24	2	1	3
186	1999	NOBLE SENIOR HOUSING	15100 Moorpark St , Sherman Oaks CA, 91403	85	5	2	7
187	1999	OLYMPIC/HOPE	1031 S Hope St , Los Angeles CA, 90015	66	4	2	6
188	1999	PARK LANE FAMILY HOUSING	4630 W Martin Luther King Jr Blvd , Los Angeles CA, 90016	117	6	3	9
189	1999	RENOVATION/EXPANSION		15	1	1	2
190	1999	Richard N. Hogan Manor	5500 S Figueroa St , Los Angeles CA, 90037	51	3	2	5
191	1999	S.T.A.R. HOUSE D.V -LAHD	DV - CONFIDENTIAL SITE , LOS ANGELES CA, 90028	7	1	1	2
192	1999	SAFE HOUSE (DV)	DV	16	1	1	2
193	1999	SAMMY DAVIS JR. PROJECT	340 S Reno St , Los Angeles CA, 90057	46	3	1	4
194	1999	SENDEROS APARTMENTS	2141 Estrella Ave , Los Angeles CA, 90007	12	1	1	2
195	1999	SOUTHERN HOTEL	406 E 5th St , Los Angeles CA, 90013	55	3	2	5

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
196	1999	WASHINGTON COURT FAMILY HSNG	1717 E 103rd St , Los Angeles CA, 90002	102	6	3	9
197	1999	WOMENS VILLAGE/HOMELESS NO MORE (PHS II)	1650 Rockwood St , Los Angeles CA, 90026	62	4	2	6
198	2000	CASA RAMPART (CRA)	401 & 512 S. Rampart Boulevard Los Angeles CA 90057	117	6	3	9
199	2000	COLORADO TERRACE	2455 W COLORADO BLVD 1-77 CA 90041	154	8	4	12
200	2000	EUGENE HOTEL	560 Stanford Ave , Los Angeles CA, 90013	44	3	1	4
201	2000	AMISTAD APARTMENTS	1953 Estrella Ave , Los Angeles CA, 90007	23	2	1	3
202	2000	ANGEL STEP INN	DV	8	1	1	2
203	2000	COLONIA CORONA APARTMENTS	13034 Sherman Way , North Hollywood CA, 91605	100	5	2	7
204	2000	CORVALAN, LISA	11411 Collins St , North Hollywood CA, 91601	8	1	1	2
205	2000	DON CARLOS APARTMENTS	105 E l St, CA 90744	30	2	1	3
206	2000	EL CENTRO LORETTO APARTMENTS	1021 Hoover St.	76	4	2	6
207	2000	EUGENE THOMAS MANOR	2226 S Western Ave , Los Angeles CA, 90018	38	2	1	3
208	2000	GLENMARY KINDER CARE APARTMENTS	4733 N Figueroa St , Los Angeles CA, 90042	9	1	1	2
209	2000	HAROLD WAY APARTMENTS	1541 N Western Ave , Hollywood CA, 90027	51	3	2	5
210	2000	HIGHLAND VILLAGE PARTNERS, L.P.	245 S Avenue 50 , Los Angeles CA, 90042	91	5	2	7
211	2000	LEIVA, ARMANDO L. & HILDA Y.	627 Echandia St , Los Angeles CA, 90033	6	1	1	2
212	2000	LIME HOUSE	1800 W Martin Luther King Jr Blvd , Los Angeles CA, 90062	34	2	1	3
213	2000	MEERA TOWNHOMES	740 Valencia St, Los Angeles CA, 90017	21	2	1	3
214	2000	PARTOVI, BRUCE & FARAMARZ	260 S Avenue 50, CA 90042		0	0	0

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
215	2000	PLAZA DE LEON	630 S Alvarado St , Los Angeles CA, 90057	20	1	1	2
216	2000	RIVERS HOTEL	1226 E 7th St , Los Angeles CA, 90021	75	4	2	6
217	2000	ROCK VIEW APARTMENTS	1139 Colorado Blvd , Los Angeles CA, 90041	42	3	1	4
218	2000	SANTA CRUZ TERRACE	201 N Beacon St , San Pedro CA, 90731	48	3	1	4
219	2000	SONYA GARDENS	719 W 70th St , Los Angeles CA, 90044	60	3	2	5
220	2000	TOWNE SQUARE APARTMENTS, L.P.	11620 Towne Ave , Los Angeles CA, 90061	51	3	2	5
221	2000	VICTORY GARDENS	13436 Victory Blvd , Van Nuys CA, 91401	15	1	1	2
222	2000	VINTAGE CROSSING SENIOR APARTMENTS	6830 Jordan Ave , Canoga Park CA, 91303	161	9	4	13
223	2000	WEST ANGELES VILLAS	6030 Crenshaw Blvd , Los Angeles CA, 90043	150	8	3	11
224	2000	WEST VALLEY COMMUNITY DEVELOPMENT CORP. (aka W. Valley Bungalow Ct. for Seniors)	21503 Valerio St , Canoga Park CA, 91303	8	1	1	2
225	2000	WESTMINSTER SENIOR APTS.	3405 Arlington Ave , Los Angeles CA, 90018	56	3	2	5
226	2000	WILLOW TREE VILLAGE	11960 FOOTHILL BLVD., LOS ANGELES, CA 91331	49	3	1	4
227	2001	BROADWAY PLAZA APTS.	901 South Broadway	82	5	2	7
228	2001	TIERRA DEL SOL	7505 Canoga Ave , Canoga Park CA, 91303	119	6	3	9
229	2001	AVALON PLACE	10803 Avalon Blvd , Los Angeles CA, 90061	152	8	4	12
230	2001	BROWNSTONE HOTEL	425 E 5th St , Los Angeles CA, 90013	49	3	1	4
231	2001	Castellar Apartments	625 N Hill St, Los Angeles	101	6	3	9
232	2001	CORNERSTONE APARTMENTS	14128 Calvert St , Van Nuys CA, 91401	36	2	1	3
233	2001	DISCOVERING HORIZONS	8903 N Balboa Blvd, Northridge, CA 91325	14	1	1	2

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234	2001	HELMS MANOR	3704 Military Ave , Los Angeles CA, 90034	5	1	1	2
235	2001	HILLTOP COLONY	323 West 3rd ST CA 90731	113	6	3	9
236	2001	HISTORIC BARBIZON HOTEL	1927 W 6th St , Los Angeles CA, 90057	51	3	2	5
237	2001	INNES HEIGHTS APTS.	1243, 1245, 1247-51 INNES AVE. , LOS ANGELES CA, 90026	19	1	1	2
238	2001	KOSUMOSU TRANSITIONAL HOUSING PROJECT	CONFIDENTIAL, LOS ANGELES CA, 90013	8	1	1	2
239	2001	ML SHEPARD MANOR SENIOR HOUSING	2330 Santa Ana S , Los Angeles CA, 90059	90	5	2	7
240	2001	NORTH HOLLYWOOD ACCESSIBLE APARTMENTS	12145 Burbank Blvd , North Hollywood CA, 91607	13	1	1	2
241	2001	OLIVE MANOR SR. APARTMENTS	13155 Bromont Ave , Sylmar CA, 91342	81	5	2	7
242	2001	REYNA (TRUSTEE), GUADALUPE	1814 Workman St , Los Angeles CA, 90031	8	1	1	2
243	2001	SKYLINE VILLAGE	420 Lucas Ave , Los Angeles CA, 90017	73	4	2	6
244	2001	VENICE SENIOR HOUSING	151 Ocean Front Walk Apt 187 , Venice CA, 90291	64	4	2	6
245	2001	VICTORY INVESTMENT CO., LLC	19134 Victory Blvd, Tarzana CA, 91335	26	2	1	3
246	2002	ASBURY APARTMENTS	2501 W 6th St , Los Angeles CA, 90057	97	5	2	7
247	2002	CASTLEWOOD TERRACE II	16930 Chatsworth St , Granada Hills CA, 91344	182	10	4	14
248	2002	COLUMBUS TRANSITIONAL HOUSING	15257 Acre St , North Hills CA, 91343	8	1	1	2
249	2002	COMMUNITY ENHANCEMENT CORPORATION	2517 Boulder St , Los Angeles CA, 90033	5	1	1	2
250	2002	COURT STREET APTS.	1301 W COURT ST CA 90026	24	2	1	3
251	2002	CURTIS JOHNSON APTS.	897 W.VERNON ST; 866 W. 42ND PL; , LOS ANGELES CA, 90037	48	3	1	4
252	2002	EADS APARTMENTS	421 S Bixel St , Los Angeles CA, 90017	36	2	1	3
253	2002	FAR EAST BUILDING	347 E 1st St , Los Angeles CA, 90012	16	1	1	2
254	2002	FIESTA HOUSE	6639 Darby Ave , Reseda CA, 91335	50	3	1	4

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255	2002	HARVARD YARD/GLENMARY SENIOR APARTMENTS	8711 S Harvard Blvd , Los Angeles CA, 90047	216	11	5	16
256	2002	HISTORIC HOLLYWOOD HILLVIEW LLC	6531 Hollywood Blvd, Los Angeles, CA 90028	54	3	2	5
257	2002	LA BREA	3443 S La Brea Ave , Los Angeles CA, 90016	185	10	4	14
258	2002	LAKEVIEW TERRACE SILVERCREST	11850 Foothill Blvd , Lake View Terrace CA, 91342	73	4	2	6
259	2002	NEW TERMINAL HOTEL	901 E 7th St, CA 90021	44	3	1	4
260	2002	OLIVARES PLEASANT CENTER	1208 Pleasant Ave , Los Angeles CA, 90033	12	1	1	2
261	2002	RESEDA HORIZONS	17831 San Jose St , Granada Hills CA, 91344	6	1	1	2
262	2002	SANTOS PLAZA APTS.	1608 W 36th Pl , Los Angeles CA, 90018	37	2	1	3
263	2002	SLOAN, PATRICE M. HINES	4747-1449 W 35th Pl, Los Angeles, CA 90018	5	1	1	2
264	2002	ST. GEORGE HOTEL	115 E 3rd St , Los Angeles CA, 90013	86	5	2	7
265	2002	TERRE ONE	5270 Avalon Blvd , Los Angeles CA, 90011	15	1	1	2
266	2002	TIDES SENIOR APARTMENTS	623 S Rampart Blvd , Los Angeles CA, 90057	36	2	1	3
267	2002	TRI-CITY APARTMENTS	VARIOUS LOCATIONS , LOS ANGELES CA, 90041	142	8	3	11
268	2002	VICTOR CLOTHING/LIVE WORK LOFT	240 S Broadway, Los Angeles CA, 90012	37	2	1	3
269	2002	WATTS DV CENTER - SITE B (NICOLET)	DV SITE , LOS ANGELES CA, 90002		0	0	0
270	2002	YANKEE HOTEL	501 E 7th St , Los Angeles CA, 90014	80	4	2	6
271	2003	PICO GRAMERCY	3201 W Pico Blvd , Los Angeles CA, 90019	71	4	2	6
272	2003	ALLESANDRO ST. APTS., (ANGELENO COURT)	1934 Allesandro St , Los Angeles CA, 90039	18	1	1	2
273	2003	APPLE TREE VILLAGE	9229 Sepulveda Blvd , North Hills CA, 91343	125	7	3	10

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274	2003	BROADWAY VILLAGE I APARTMENTS	7800 S Broadway , Los Angeles CA, 90003	16	1	1	2
275	2003	CHANCELLOR I	3191 W 7th St , Los Angeles CA, 90005	101	6	3	9
276	2003	GARCIA, ALVARO A. AND RAQUEL	1016 Echo Park Ave , Los Angeles CA, 90026	9	1	1	2
277	2003	HELENKAMP, MARION J.	2649 S Redondo Blvd , Los Angeles CA, 90016	8	1	1	2
278	2003	HFL VAN NUYS APARTMENTS	13457 W Van Owen St, Los Angeles, CA 91405	15	1	1	2
279	2003	IMPERIAL HIGHWAY APARTMENTS	1651 E Imperial Hwy , Los Angeles CA, 90059	14	1	1	2
280	2003	JENESSE CENTER, INC	4045 Nicolet Ave , Los Angeles CA, 90008	12	1	1	2
281	2003	LORENA TERRACE	611 S Lorena St , Los Angeles CA, 90023	49	3	1	4
282	2003	MANSI TOWN HOMES	4520 S Figueroa St, Los Angeles, CA 90037	21	2	1	3
283	2003	VERMONT CITY LIGHTS APARTMENTS	1011 W 42nd Pl , Los Angeles CA, 90037	31	2	1	3
284	2004	AFTON PLACE SENIOR APARTMENTS	6230 Afton Pl , Los Angeles CA, 90028	71	4	2	6
285	2004	ARDMORE CITY LIGHTS	747 S Ardmore Ave , Los Angeles CA, 90005	48	3	1	4
286	2004	ASTORIA VILLAGE	14211 Astoria St , Sylmar CA, 91342	6	1	1	2
287	2004	BALDWIN HOUSING ASSOCIATES LP	4070 Ursula Ave , Los Angeles CA, 90008	59	3	2	5
288	2004	HARBOR CITY LIGHTS	523 W 127th St , Los Angeles CA, 90044	56	3	2	5
289	2004	INGRAM PRESERVATION PROPERTIES	234 N Lake St , Los Angeles CA, 90026	140	7	3	10
290	2004	LAGUNA SENIOR APARTMENTS	4201 W Sunset Blvd , Los Angeles CA, 90029	64	4	2	6
291	2004	LAS BRISAS	8760 S Main St , Los Angeles CA, 90003	66	4	2	6

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292	2004	MAGNOLIA CITY LIGHTS	2885 Leeward Ave , Los Angeles CA, 90005	54	3	2	5
293	2004	MIRAMAR CITY LIGHTS PROJECT	1417 W 3rd St , Los Angeles CA, 90017	49	3	1	4
294	2004	MT. ZION TOWERS SENIOR APARTMENTS	4827 S Central Ave , Los Angeles CA, 90011	118	6	3	9
295	2004	PICO NEW HAMPSHIRE APARTMENTS	1308 S New Hampshire Ave , Los Angeles CA, 90006	30	2	1	3
296	2004	RAINBOW APARTMENTS	635 S San Pedro St , Los Angeles CA, 90014	89	5	2	7
297	2004	SATICOY GARDENS	14649 Saticoy St , Van Nuys CA, 91405	30	2	1	3
298	2004	SHERATON TOWN HOUSE	2961 Wilshire Blvd , Los Angeles CA, 90010	142	8	3	11
299	2004	ST. ANNE'S TRANSITIONAL	155 N Occidental Blvd , Los Angeles CA, 90026	40	2	1	3
300	2005	CENTRAL VILLAGE	2000 S Central Ave , Los Angeles CA, 90011	85	5	2	7
301	2005	COLUMBUS PERMANENT HOUSING	8900 Columbus Ave ,North Hills CA, 91343	6	1	1	2
302	2005	PALM VILLAGE SENIOR APARTMENTS	9034 Laurel Canyon Blvd , Sun Valley CA, 91352	60	3	2	5
303	2005	EMERALD TERRACE APARTMENTS	279 Emerald St , Los Angeles CA, 90026	85	5	2	7
304	2005	FIGUEROA PLACE APARTMENTS	1320 W Sunset Blvd , Los Angeles CA, 90026	32	2	1	3
305	2005	FLORES DEL VALLE	222 N Avenue 23 , Los Angeles CA, 90031	146	8	3	11
306	2005	PARTHENIA STREET SENIOR HOUSING	19455 Parthenia St , Northridge CA, 91324	77	4	2	6
307	2005	PENNY LANE - 15258 GRESHAM ST.	15258 W Gresgam St, CA 91343	6	1	1	2
308	2005	PISGAH VILLAGE	6000 Echo St, Los Angeles CA, 90042	47	3	1	4
309	2005	ROYALS APARTMENTS	717-721 W. EL SEGUNDO BLVD , LOS ANGELES CA, 90061	115	6	3	9

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310	2005	TEMPLE VILLAS	1417 W Temple St , Los Angeles CA, 90026	52	3	2	5
311	2005	TOLIVER, PATRICIA A.	228 W 111th Pl , Los Angeles CA, 90061	6	1	1	2
312	2005	WATERLOO HEIGHTS APARTMENT	1011 Waterloo St , Los Angeles CA, 90026	18	1	1	2
313	2005	WOODLAND TERRACE	1532-1538 W. NORDHOFF STREET , LOS ANGELES CA, 91343	31	2	1	3
314	2006	BRONSON COURTS	1227 N Bronson Ave , Los Angeles CA, 90038	32	2	1	3
315	2006	CARONDELET COURT APARTMENT HOMES	816 S Carondelet St , Los Angeles CA, 90057	33	2	1	3
316	2006	CHARLES COBB APARTMENTS	521 S San Pedro St , Los Angeles CA, 90013	76	4	2	6
317	2006	El Dorado Family Apts.	12129 El Dorado Ave.	60	3	2	5
318	2006	HART VILLAGE	6941 Owensmouth Ave , Canoga Park CA, 91303	47	3	1	4
319	2006	IVY TERRACE FKA THREE COURTYARDS	13751 Sherman Way , Van Nuys CA, 91405	52	3	2	5
320	2006	MORGAN PLACE SENIOR APARTMENTS	7301 Crenshaw Blvd , Los Angeles CA, 90043	55	3	2	5
321	2006	OSBORNE FAMILY APARTMENTS (aka Osborne Gardens (CRA)	12360 Osborne St , Pacoima CA, 91331	51	3	2	5
322	2006	ABBEY APARTMENTS	625 S San Pedro St , Los Angeles CA, 90014	115	6	3	9
323	2006	ALEGRIA APARTMENTS	801 W 23rd St , Los Angeles CA, 90007	15	1	1	2
324	2006	CAMINO AL ORO	330 W Avenue 26 , Los Angeles CA, 90031	102	6	3	9
325	2006	CASA DE ANGELES	4904 S Figueroa St , Los Angeles CA, 90037	49	3	1	4
326	2006	CLINTON FAMILY APARTMENTS	2114 Clinton St , Los Angeles CA, 90026	36	2	1	3
327	2006	CORONITA FAMILY APARTMENTS	204 Lucas Ave , Los Angeles CA, 90026	21	2	1	3

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328	2006	HARVARD HEIGHTS	950 S Harvard Blvd , Los Angeles CA, 90006	47	3	1	4
329	2006	HFL VANOWEN APARTMENTS	14419 Vanowen St , Van Nuys CA, 91405	25	2	1	3
330	2006	JAMES WOOD APARTMENTS	1322 AND 1405 JAMES WOOD BLVD., LOS ANGELES CA, 90015	61	4	2	6
331	2006	LYNDON HOTEL, THE	413 E 7th St , Los Angeles CA, 90014	53	3	2	5
332	2006	MANITOU VISTAS	3414 Manitou Ave , Los Angeles CA, 90031	48	3	1	4
333	2006	MANITOU VISTAS II	3416 E Manitou Ave, Los Angeles, CA 90031	21	2	1	3
334	2006	MARIPOSA PLACE APTS	5030 Santa Monica Blvd , Los Angeles CA, 90029	58	3	2	5
335	2006	MIMMIM TOWNHOMES	5417 S Figueroa St , Los Angeles CA, 90037	21	2	1	3
336	2006	NEW DANA STRAND TOWNHOMES	425 N Wilmington Blvd , Wilmington CA, 90744	116	6	3	9
337	2006	PANORAMA VIEW APARTMENTS	9222 N Van Nuys Blvd, CA 91402	87	5	2	7
338	2006	SECOND AVENUE PRESERVATIONS	1309 2nd Ave , Los Angeles CA, 90019	20	1	1	2
339	2006	SICHEL FAMILY APARTMENTS	1805 Sichel St , Los Angeles CA, 90031	37	2	1	3
340	2006	ST. ANDREWS ARMS APTS	1511 S ST ANDREWS PL 1-43 CA 90019	43	3	1	4
341	2006	STEVENSON MANOR	1230 Cole Ave , Los Angeles CA, 90038	61	4	2	6
342	2006	TESORO DEL VALLE	2301 Humboldt St , Los Angeles CA, 90031	121	7	3	10
343	2006	THE MEDITERRANEAN	1800 W Temple St , Los Angeles CA, 90026	26	2	1	3
344	2006	UNION POINT APARTMENTS	420 Union Dr Apt 426 , Los Angeles CA, 90017	21	2	1	3
345	2006	VILLAS DEL LAGO	456 S Lake St , Los Angeles CA, 90057	74	4	2	6
346	2006	VILLAS LAS AMERICAS	9618 Van Nuys Blvd ,Panorama City CA, 91402	55	3	2	5

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347	2006	WITMER HEIGHTS APARTMENT HOMES	116 Witmer St , Los Angeles CA, 90026	49	3	1	4
348	2007	29th Street Crossings	814 E 29th Street Los Angeles CA 90037	34	2	1	3
349	2007		1011 E Adams Blvd , Los Angeles CA, 90011	80	4	2	6
350	2007	Ardmore Apartments	959 S Ardmore Avenue Los Angeles CA 90004	48	3	1	4
351	2007	ASTURIAS SENIOR APARTMENTS	1640 S Sepulveda Blvd , Los Angeles CA, 90025	69	4	2	6
352	2007	BONNIE BRAE APARTMENT HOMES	501 S Bonnie Brae St , Los Angeles CA, 90057	53	3	2	5
353	2007	CANTABRIA SENIOR APARTMENTS	9640 Van Nuys Blvd ,Panorama City CA, 91402	81	5	2	7
354	2007	MACARTHUR PARK METRO APTS PHASE A	1901 W 7th St , Los Angeles CA, 90057	90	5	2	7
355	2007	ORION GARDENS APARTMENTS	8947 Orion Ave , North Hills CA, 91343	32	2	1	3
356	2007	RITTENHOUSE SQUARE	3300 S Central Ave , Los Angeles CA, 90011	100	5	2	7
357	2007	SEVEN MAPLES SENIOR APARTMENTS	2530 W 7th St , Los Angeles CA, 90057	57	3	2	5
358	2007	The Hobart / aka HOBART HEIGHTS APT. HOMES	924 S Hobart Blvd, Los Angeles, CA 90006	49	3	1	4
359	2007	36TH & BROADWAY APTS	153 E 36th St 4775 S. Broadway , Los Angeles CA, 90011	27	2	1	3
360	2007	BONNIE BRAE VILLAGE APARTMENTS	200 S Bonnie Brae St , Los Angeles CA, 90057	93	5	2	7
361	2007	HARVARD CIRCLE	952 N Harvard Blvd , Los Angeles CA, 90029	40	2	1	3
362	2007	JAMES M. WOOD	506 San Julian St , Los Angeles CA, 90013	53	3	2	5
363	2007	MCCOY PLAZA	9305 Firth Blvd , Los Angeles CA, 90002	128	7	3	10
364	2007	NEW CARVER APARTMENTS	325 W 17th St , Los Angeles CA, 90015	97	5	2	7

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
365	2007	PICO/VETERAN SENIOR HOUSING PROJECT	10961 W Pico Blvd , Los Angeles CA, 90064	46	3	1	4
366	2007	RAYEN APARTMENTS	15320 Rayen St , North Hills CA, 91343	49	3	1	4
367	2007	ROSA PARKS VILLAS	2507 S Bronson Ave , Los Angeles CA, 90018	60	3	2	5
368	2007	ROSEWOOD GARDENS	502 N Berendo St , Los Angeles CA, 90004	54	3	2	5
369	2007	TOBERMAN VILLAGE	201 N. PALOS VERDES STREET , LOS ANGELES CA, 90731	49	3	1	4
370	2007	TRES LOMAS GARDEN APARTMENTS	4343 Toland Way , Los Angeles CA, 90041	46	3	1	4
371	2007	TWO WORLDS APARTMENTS	809 W 23rd St 1306 S. Westlake Avenue , Los Angeles CA, 90007	96	5	2	7
372	2008	ANDALUCIA SENIOR APARTMENTS	8101 Sepulveda Blvd , Panorama City CA, 91402	94	5	2	7
373	2008	DOWNTOWN WOMEN'S CENTER	434 S San Pedro St , Los Angeles CA, 90013	139	7	3	10
374	2008	RENATO APARTMENTS	527 San Julian St , Los Angeles CA, 90013	96	5	2	7
375	2008	Whittier Apartments	3551-3565 E Whittier Blvd Los Angeles CA 90023	59	3	2	5
376	2008	COLUMBUS SQUARE APARTMENTS	8557 Columbus Ave ,North Hills CA, 91343	64	4	2	6
377	2008	MacArthur Park Metro (B)	678 So. Alvarado St.	82	5	2	7
378	2008	MAGNOLIA ON LAKE	201 S Lake St Apt 207,Los Angeles CA, 90057	46	3	1	4
379	2008	MAYA TOWN HOMES	12005 S Broadway , Los Angeles CA, 90061	21	2	1	3
380	2008	MENLO PARK	831 W 70th St , Los Angeles CA, 90044	49	3	1	4
381	2008	MIRAMAR VILLAGE	240 S Westlake Ave , Los Angeles CA, 90057	114	6	3	9
382	2008	MY TOWN HOMES	12015 S Figueroa St , Los Angeles CA, 90061	21	2	1	3

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
383	2008	PROFESSIONAL HOUSING & DEVELOPMENT APTS.	1020 S Kingsley Dr 1401 S. Arlington Avenue 1810 S. Magnolia Avenue, Los Angeles CA, 90006	83	5	2	7
384	2008	SWANSEA PARK SENIOR APARTMENTS	1015 N Kingsley Dr , Los Angeles CA, 90029	82	5	2	7
385	2008	VENDOME PALMS APARTMENTS	975 N Vendome St , Los Angeles CA, 90026	36	2	1	3
386	2009	New Genesis Apartments	452 S. Main Street Los Angeles CA 90013	106	6	3	9
387	2009	STOVALL VILLAS	535 W 41st St , Los Angeles CA, 90037	32	2	1	3
388	2009	CROSSINGS AT NORTH HILLS	9311 N Sepulveda Blvd, CA 91343	38	2	1	3
389	2009	MAPLE TREE/CORONEL VILLAGE	935 S Boyle Ave , Los Angeles CA, 90023	48	3	1	4
390	2010	28th Street YMCA	1006 E. 28th Street Los Angeles CA 90011	49	3	1	4
391	2010	Boyle Hotel Apartments	101 N Boyle Ave , Los Angeles CA, 90033	51	3	2	5
392	2010	Chinatown Metro Apartments	808 N NORTH SPRING ST LOS ANGELES, CA 90012	123	7	3	10
393	2010	CUATRO VIENTOS	5331 Huntington Dr N 5310-5322 Almont , Los Angeles CA, 90032	25	2	1	3
394	2010	Juanita Villas aka LA KRETZ VILLAS	335 N Juanita Ave , Los Angeles CA, 90004	49	3	1	4
395	2010	Las Margaritas	115 N Soto St 319 N. Cummings St. , Los Angeles CA, 90033	42	3	1	4
396	2010	Montecito Terrace	14653 Blythe St 14726-28 Blythe St , Panorama City CA, 91402	98	5	2	7
397	2010	Sherman Village	18900 Sherman Way , Reseda CA, 91335	73	4	2	6
398	2010	The Crossings at North Hills	9311 Sepulveda Blvd , North Hills CA, 91343	38	2	1	3
399	2010	DANA STRAND SENIOR APARTMENTS	410 Hawaiian Ave , Wilmington CA, 90744	100	5	2	7
400	2010	GLASSELL PARK COMMUNITY HOUSING	3000 Verdugo Rd , Los Angeles CA, 90065	50	3	1	4

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
401	2010	GLENOAKS GARDENS	8925 Glenoaks Blvd , Sun Valley CA, 91352	61	4	2	6
402	2010	Linda Vista Nurses Building	610 S ST LOUIS ST CA 90023	23	2	1	3
403	2010	MILAN TOWN HOMES	10006 S Broadway , Los Angeles CA, 90003	16	1	1	2
404	2010	NEW GENESIS	1317 E 7th St , Los Angeles CA, 90021	30	2	1	3
405	2010	Willis Avenue Apartments	8904 Willis Ave , Panorama City CA, 91402	42	3	1	4
406	2011	5555 HOLLYWOOD	5555 Hollywood Blvd , Los Angeles CA, 90028	120	6	3	9
407	2011	Dunbar Village	Multi	83	5	2	7
408	2011	Figueroa Senior Housing	7621 S FIGUEROA ST 1-11 LOS ANGELES, CA 90044	35	2	1	3
409	2011	GATEWAYS APARTMENTS	505 S San Pedro St , Los Angeles CA, 90013	108	6	3	9
410	2011	La Coruna Senior Apartments	15301 Lanark St , Van Nuys CA, 91406	87	5	2	7
411	2011	MENLO FAMILY HOUSING	1230 Menlo Ave , Los Angeles CA, 90006	60	3	2	5
412	2011	Normandie Terrace	540 S Normandie Ave , Los Angeles CA, 90020	66	4	2	6
413	2011	STEP UP ON VINE	1057 N VINE ST LOS ANGELES, CA 90038	34	2	1	3
414	2011	Vermont Avenue Apartments	4925 S Vermont Ave , Los Angeles CA, 90037	49	3	1	4
415	2011	Yale Street Family Housing	715 Yale St , Los Angeles CA, 90012	60	3	2	5
416	2011	Del Rey Square Senior Housing	11904 Culver Blvd , Los Angeles CA, 90066	124	7	3	10
417	2011	NOHO SENIOR VILLAS	5525 Klump Ave , North Hollywood CA, 91601	49	3	1	4
418	2011	Osborne Place Apartments	12230 Osborne Pl , Pacoima CA, 91331	64	4	2	6
419	2011	Star Apartments	640 E 6th St , Los Angeles CA, 90021	102	6	3	9
420	2011	Sunrise Apartments	5111 S Main St , Los Angeles CA, 90037	46	3	1	4
421	2012	Jefferson Boulevard and Fifth Avenue Apartments	2401 W Jefferson Blvd , Los Angeles CA, 90018	40	2	1	3

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
422	2012	JEFFERSON PARK TERRACE aka Mercy Housing Calwest	3011 S Western Ave , Los Angeles CA, 90018	60	3	2	5
423	2012	New Hampshire Family Housing	1037 S NEW HAMPSHIRE AVE CA 90006	52	3	2	5
424	2012	ROSSLYN HOTEL / TMBC-12-118785	112 W 5th St , Los Angeles CA, 90013	264	14	6	20
425	2012	The Gordon	1555 Gordon St , Los Angeles CA, 90028	21	2	1	3
426	2012	TOBIAS TERRACE	9247 Van Nuys Blvd ,Panorama City CA, 91402	56	3	2	5
427	2012	BESWICK SENIOR APARTMENTS	3533 Beswick St , Los Angeles CA, 90023	33	2	1	3
428	2012	Figueroa Apartments	5216 S Figueroa St , Los Angeles CA, 90037	19	1	1	2
429	2012	LA PRO II	10311 S Western Ave , Los Angeles CA, 90047	63	4	2	6
430	2012	NEW PERSHING APARTMENTS	108 E 5th St 502 S. Main Street , Los Angeles CA, 90013	69	4	2	6
431	2012	ONE SANTA FE	100 S Santa Fe Ave , Los Angeles CA, 90012	438	22	9	31
432	2012	Osborne Street Apartments	12041 Osborne St , Sylmar CA, 91342	60	3	2	5
433	2012	PWC Family Housing	153 Glendale Blvd , Los Angeles CA, 90026	45	3	1	4
434	2012	Taylor Yard Apartments	1545 N San Fernando Rd , Los Angeles CA, 90065	68	4	2	6
435	2012	THE SERRANO	595 S Serrano Ave , Los Angeles CA, 90020	44	3	1	4
436	2012	The Whittier	3551 Whittier Blvd , Los Angeles CA, 90023	60	3	2	5
437	2013	BROADWAY VILLAS	9413 S Spring St , Los Angeles CA, 90003	49	3	1	4
438	2013	DAY STREET APARTMENTS / TMBC- 12-118770	7639 Day St 7639-7653 W Day Street , Tujunga CA, 91042	46	3	1	4
439	2013	EAGLE VISTA / TM00-12-118878	4258 Eagle Rock Blvd , Los Angeles CA, 90065	56	3	2	5

#	Plan Year	Project Name	Address	Total Units	Mobility	HV	Total
440	2013	MICHAEL'S VILLAGE	7160 W Sunset Blvd 1442 N Formosa Ave , Los Angeles CA, 90046	24	2	1	3
441	2013	MOONLIGHT VILLAS	12381 Osborne St , Pacoima CA, 91331	27	2	1	3
442	2013	Navy Village	1556 West Palos Verdes Drive North , Los Angeles CA, 90732	74	4	2	6
443	2013	RIO VISTA APARTMENTS / TMBC-12- 118780	1515 N San Fernando Rd , Los Angeles CA, 90065	87	5	2	7
444	2013	ROLLAND CURTIS APARTMENTS	1077 W 38TH ST CA 90037	48	3	1	4
445	2013	Sherman Way Apartments	532 North San Benito ST CA 90033	30	2	1	3
446	2013	Lavlor Vard Mactor Accociation	1311 N SAN FERNANDO ROAD A-C CA 90031	108	6	3	9
447	2013	The Six (Formerly Carondelet Apartments)	811 S CARONDELET ST CA 90057	52	3	2	5
448	2013	Voung Burlington	820 S Burlington Ave , Los Angeles CA, 90057	21	2	1	3
449	2014	Blossom Plaza	900 N Broadway , Los Angeles CA, 90012	54	3	2	5
450	2014		900 Crenshaw Blvd , Los Angeles CA, 90019	67	4	2	6
451	2014	RIVERWALK AT RESEDA	18425 Kittridge St , Reseda CA, 91335	77	4	2	6
452	2014	Arlington Square	MULTI	48	3	1	4
453	2014	Beverly & Lucas	1416 W BEVERLY BLVD CA 90026	125	7	3	10
454	2014	Beverly Terrace	3314 W BEVERLY BLVD CA 90004	40	2	1	3
455	2014	EASTLAKE / ALTURA WALK	2516 Eastlake Ave 3211-3213 1/2 Altura Walk , Los Angeles CA, 90031	5	1	1	2
456	2014	Highland Park Transit Village	MULTI	60	3	2	5
457	2014	King 1101	1107 W MARTIN LUTHER KING JR BLVD CA 90037	26	2	1	3
458	2014	Knob Hill Apartments	2043 E 4th St , Los Angeles CA, 90033	39	2	1	3
459	2014	Linda Vista Apartments (Phase II)	610 S St Louis St , Los Angeles CA, 90023	97	5	2	7
460	2014	Marmion Way Apartments	3500 N MARMION WAY CA 90065	49	3	1	4
461	2014	MIRAGE TOWN HOMES	5221 S WESTERN AVE CA 90062	21	2	1	3
462	2014	Paloma Terrace	5000 S MAIN ST CA 90011	59	3	2	5
463	2014	Panama Apartments	403 E 5TH ST CA 90013	72	4	2	6

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464	2014	PATH Metro Villas	335 N WESTMORELAND AVE CA 90004	72	4	2	6
465	2014	SAGE PARK	1302 W 177th St , Gardena CA, 90248	90	5	2	7
466	2014	Santa Cecilia Apartments	1750 E 1ST ST CA 90033	79	4	2	6
467	2014	South West View Apartments	3023 1/2 S WEST VIEW ST CA 90016	64	4	2	6
468	2014	Taylor Yard Senior Housing	1231 N SAN FERNANDO ROAD CA 90031	108	6	3	9
469	2014	The Campus at L.A. Family Housing	7843 N LANKERSHIM BLVD CA 91605	50	3	1	4
470	2014	THE PASEO AT CALIFORNIAN	1907 W 6th St , Los Angeles CA, 90057	53	3	2	5
471	2014	VERMONT VILLAS	16304 S Vermont Ave , Gardena CA, 90247	79	4	2	6
472	2014	Washington 722 TOD	722 E WASHINGTON BLVD CA 90011	55	3	2	5
473	2014	West Villas	6570 1/2 S WEST BLVD CA 90043	49	3	1	4
474	2014	WINNETKA SENIOR APARTMENTS	20750 Sherman Way , Winnetka CA, 91306	95	5	2	7
		Subtotal- Federal Funds	474	25,340	1,493	750	2,243

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1	2/2/93	Baldwin Villas Plaza (202)	3939 Marlton Ave	202	11	5	16
2	2/2/93	Buckingham Apts (83)	3939 Marlton	83	5	2	7
3	2/2/93	Ethel Arnold Bradley (81) - (Casden Acquired)	7850 Normandie	81	5	2	7
4	2/2/93	Lankershim Arms (56)	7620-28 Lankershim	56	3	2	5
5	10/1/93	Imogene Coop. Housing (16)	716 Imogene	16	1	1	2
6	10/1/93	Beth Am Manor (49)	1073 South La Cienega	49	3	1	4
7	10/1/93	Bonita Ranch (48)	14320 Foothill	48	3	1	4
8	10/1/93	Glenoaks Townhomes (48)	14164 Foothill	48	3	1	4
9	12/1/93	Diane Apts	Scattered Sites	61	4	2	6
10	12/29/93	#1, Seven Palms	12831 San Fernando Rd. <i>,</i> Sylmar	68	4	2	6
11	12/29/93	#10	6925 Haskell Ave., Van Nuys	26	2	1	3
12	12/29/93	#11	15040 Moorpark St., Sherman Oaks	24	2	1	3
13	12/29/93	#12	8808 Darby Ave., Northridge	40	2	1	3
14	12/29/93	#17	6228 Futlon Ave., Van Nuys	30	2	1	3
15	12/29/93	#19, Excalibur Apartments	6645 Woodman Aveneue, Van Nuys	46	3	1	4
16	12/29/93	#21	6650 Whitsett Ave., North	24	2	1	3
17	12/29/93	#22	14255 Tyler St., Sylmar	18	1	1	2
18	12/29/93	#24	12767 San Fernando Rd. <i>,</i> Sylmar	24	2	1	3
19	12/29/93	#25	18356-60 Napa St., Northridge	16	1	1	2
20	12/29/93	#26	14259 Burbank Blvd., Van Nuys	6	1	1	2

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21	12/29/93	#3, Superior Place	17810 Superior St., Northridge	44	3	1	4
22	12/29/93	#30, Panorama Continental	8437 Cedros Ave., Panorama City	60	3	2	5
23	12/29/93	#35	9225 Topanga Canyon, Chatsworth	24	2	1	3
24	12/29/93	#38, The Saticoy Villas	20316 Saticoy St., Canoga Park	45	3	1	4
25	12/29/93	#44	6959 Woodman Ave., Van Nuys	16	1	1	2
26	12/29/93	#6, Sherway Villa	17808 Sherman Way, Reseda	100	5	2	7
27	12/29/93	#8	7915 Vineland Ave., Sun Valley	30	2	1	3
28	12/1/94	Mahal Apartments	744 S. Catalina (6 locations)	242	13	5	18
29	12/1/94	Halstead Landmark Apts.	18402 Halstead St., Northridge	56	3	2	5
30	12/1/94	Owens Royale	7628 Owensmouth Ave., Canoga Park	24	2	1	3
31	12/1/94	Saticoy Terraces	21523 Saticoy St., Canoga Park	20	1	1	2
32	12/1/94	Tarragon Realty Investors Inc.	1170 S Norton Ave., LA	56	3	2	5
33	12/1/94	Vanowen Plaza	20711 Vanowen, Canoga Park	49	3	1	4
34	6/1/95	Canby Court	8757 Canby Ave., Northridge	60	3	2	5
35	6/1/95	Citronia Apartments	18550 Citronia St., Northridge	78	4	2	6
36	6/1/95	Park Merridy	17819 Merridy St., Northridge	131	7	3	10
37	6/1/95	Tarzana Terraces	18601 Hatteras St., Tarzana	193	10	4	14
38	10/1/95	Darby Villas	6727 Darby Ave., Reseda	47	3	1	4

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39	10/1/95	Natick Place	4701 Natick Ave., Sherman Oaks	122	7	3	10
40	10/1/95	Oliveview Garden Apts.	14500 Olive View Dr.	98	5	2	7
41	10/1/95	Saticoy Villas	20358 Saticoy St., Canoga Park	44	3	1	4
42	10/1/95	Sherman Oaks Garden/Villa	5415-5425 Sepulveda, Sherman Oaks	76	4	2	6
43	10/1/95	Sophia Ridge Apts	9601-9261 Reseda Blvd., Northridge	112	6	3	9
44	10/1/95	Woodbridge Park Apts.	11220 Moorpark St	77	4	2	6
45	12/1/95	House LA III/Village Pointe	17171 Roscoe Blvd., Northridge	268	14	6	20
46	10/1/96	14757 Sherman Way	14757 Sherman Way, Van Nuys	84	5	2	7
47	10/1/96	Fountain Terrace	8601-8607 Balboa Blvd	40	2	1	3
48	10/1/96	Kittridge Park Villas	18303 Kittridge St., Reseda	39	2	1	3
49	10/1/96	The New Yorker	13951 Moorpark St., Sherman Oaks	34	2	1	3
50	10/1/96	Villa Vincennes	18411 Vincennes St., Northridge	57	3	2	5
51	1/1/97	Arleta Park	14104 Van Nuys Blvd	24	2	1	3
52	1/1/97	Cunningham Village	2300 S. Victoria	35	2	1	3
53	1/1/97	Wadsworth Park	43rd and Wadsworth Ave.	21	2	1	3
54	5/1/97	Ridgecroft Apts	9555 Reseda, Northridge	158	8	4	12
55	7/31/97	House LA V 523 S. Rampart Blvd.	523 S. Rampart Blvd. (30 units)	30	2	1	3
56	7/31/97	Mission Village Terrace Apts	4001 Mission Rd., El Sereno	84	5	2	7
57	2/24/99	Western/Carlton Apts (REFND 1994 B, 1995 B, 1996 A)	5437 Carlton Way, Los Feliz	61	4	2	6

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58	6/1/99	Alegria Apts	1953 Estrella	12	1	1	2
59	6/2/99	Baldwin Village Apts	3939 Ursula Ave, 4729 Tacana St., 4040 Nicolet Ave., 3919 Nicolet Ave., 6122 11th Ave.	147	8	3	11
60	6/1/99	Fountain Park Apts at Playa Vista, Phases I & II	13141 Fountain Park Drive, Playa Vista	705	36	15	51
61	6/1/99	Preservation I ProjectJPM	1051 W. 42nd Pl., 300 E. 51st St., 2647 Halldale Ave., 1758 W. 49th St., 3012 Halldale Ave.	175	9	4	13
62	6/1/99	Preservation II ProjectJPM	1225 W. 36th St.	109	6	3	9
63	6/1/99	Preservation III ProjectJPM	1122 W. 37th Dr.	48	3	1	4
64	6/1/99	Preservation IV ProjectJPM	1045 W. 18th St.	30	2	1	3
65	6/1/99	Preservation V ProjectJPM	1038 S. Ardmore St.	124	7	3	10
66	6/9/00	Flourishing Meadows	1016 W. 83rd Street	86	5	2	7
67	8/16/00	University Gardens (FNMA's Forward) - 5,684,230 total	1200-1270 Jefferson Blvd.	113	6	3	9
68	9/14/00	Watts/Athens Preservation XVII - RFND 1994 A&B	2010 Chariton St., 623 W. 92nd St., 1371 W. Vernon St., 503 W. 70th St., 538, 602, 717 W. 81st St., 5270 Avalon, 310 W. 102nd, 10207, 10213, 10217 & 10220 S. Broadway	72	4	2	6

#	Issue Date	Project Name	Address	Total Units	Mobility	HV	Total
69	8/2/01	Cesar Chavez Garden (Cathay Bank's Private Placement)	555 Cesar Chavez Blvd.	47	3	1	4
70	8/13/01	Park Plaza W. Sr. Apts ProjeJPM, TE Bonds (FHA)	Corner of Vanowen & Whitsett	184	10	4	14
71	11/29/01	Projects in Curtis Johnson Apts issue	866 W 42nd St., 1213 W 39th St., 897-903 W Vernon St., 727 W 47th St.	37	2	1	3
72	11/29/01	TriCity Housing, (Inc. Refund 1997-C: \$7,165,000)	10803 Avalon Blvd., 511-517 Mariposa St., 1139-1145 Colorado Blvd.	148	8	3	11
73	11/30/01	San Regis Apts (Bellagio), Tax Exempt Bonds	15434-15460 Sherman Way	390	20	8	28
74	12/6/01	Broadway Plaza Apts. Tax Exempt Bonds (2003D Refunding)	901 South Broadway	82	5	2	7
75	12/6/01	San Lucas Apts, Tax Exempt Bonds	1221 West 7th St.	196	10	4	14
76	12/14/01	Verde del Oriente Preservation ProjeJPM, TE Bonds	323-349 W 3rd St.	113	6	3	9
77	4/15/02	Fountain Park Project	13151-75 Fountain Park Dr.	296	15	6	21
78	4/15/02	Project in Fountian Park Issue	5389-99 Playa Vista Dr.	168	9	4	13
79	12/23/02	LA Preservation 78	Scattered Sites	78	4	2	6
80	7/28/04	Project in Witmer Preservation Issue	1501 Miramar St.	90	5	2	7
81	7/28/04	Witmer Preservation	201 to 231 Witmer St.	238	12	5	17
82	3/11/05	Broadway Village II (\$5,573,000) & 2005A Amend. \$1,200,000	5101 S. Broadway	50	3	1	4

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83	4/29/05	Hartford Ave.	440-458 Hartford Ave	66	4	2	6
84	7/27/05	Laguna Sr. Apts.	4201 W. Sunset Blvd	64	4	2	6
85	7/27/05	Project in Laguna Sr Apt Issue	1193 Myra Ave.	18	1	1	2
86	12/28/05	Lexington A & B Apts	3035 Sierra St., 634 N. Kingsley Dr., 1141 N. Westmoreland Ave., 4612 Lexington Ave. 4829 Lexington Ave., 2521 S. Juliet St., 1531 W. Adams Blvd., 7219 S. San Pedro St. 2607 S. Mansfield Ave., 10607 Kalmia St., 1835 W. 25th St., 1317 E. 23rd St. 1145 24th St., 1386 E. 20th St., 1151 E. 20th St.	205	11	5	16
87	12/31/05	Leeward A & B Apts., including Turner towers Apartments	10915 S. Figueroa St., 1134 w. 17th St., 230 w. 88th Pl., 2818 Leeward Ave., 5426 Sierra Vista Ave., 10510 Avalon Blvd., 10634 S. Central Ave., 10648 S. Central Ave., 1144 E. 92nd St., 1206 E. 105th St., 8318 S. Main St., 1130 West Blvd., 1811 & 1815 W. 36th Pl., 2809 West Blvd., 2828 West Blvd., 3918 La Salle Ave., 14722 Lemoli Ave. Gardena	232	12	5	17
88	4/24/06	Projects in Central City Issue	1810 W. 12th St., 1321 W. 9th St.	29	2	1	3

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89	5/3/06	Windward A&B	2131 S. Hoover, 1514 W. 20th, 621 W 81st, 4817 - 25 1/2 Saturn, 2815 West Blvd., 1253 W. 39th, 3881 Denker, 2730 S Normandie, 3922 W 27th, 710 W 30th, 111 W 99th, 120 W 78th, 219 E 87th Pl., 2210 La Salle, 621 W 84th, 636 E 108th, 651 E 108th, 7512-24 S San Pedro	180	9	4	13
90	7/31/06	Concord A&B	1348 Ingraham, 522 S. Union, 743 S. Carondelet, 1801 N. Alexandria, 1350 S Bonnie Brae, 1546 W 11th Pl., 2674 W James Wood, 3030 San Marino	190	10	4	14
91	10/27/06	Abbey Apts.	618 S San Julian, 625-633 S. San Pedro	144	8	3	11
92	12/19/06	Stevenson Manor	1230 N. Cole Ave	61	4	2	6
93	4/6/07	Central Village	2000 S. Central Ave	85	5	2	7
94	4/6/07	Morgan	7301-7315 S. Crenshaw Blvd	55	3	2	5
95	4/28/07	Queen Apts	2620 Orchard Ave., 445-451 S Lucas Ave., 516 S Union Ave., 5217 W Marathon St.	96	5	2	7
96	7/18/07	HDR Preservation Proj	2375 Scarff St., 2714 Orchard Ave., 1063 W. 39th Place, 1040 W. 43rd St., 1733 W. 58th St., 111 S. Ave. 63, 2747 Newell, 811 N. Heliotrope Drive	97	5	2	7
97	12/1/07	Colorado Terrace (see MF 2002H)	2455 Colorado Blvd.	70	4	2	6
98	12/20/07	Harbor Tower	340 South Mesa	180	9	4	13

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99	12/20/07	MacArthur Park Tower	450 Grand View St.	183	10	4	14
100	4/4/08	Burns Manor	8155 Foothill Blvd., Sunland, CA 91040	82	5	2	7
101	4/9/09	Academy Hall	12010 S. Vermont Ave., Los Angeles, CA 90044	46	3	1	4
102	7/9/10	Toberman	142 W Santa Cruz St	49	3	1	4
103	6/23/11	Canby Woods Housing	7238 Canby Ave	98	5	2	7
104	8/24/11	Figueroa Senior Hsg	7621 S Figueroa	35	2	1	3
105	3/23/12	Vineland Senior Hsg	4900 Vineland Avenue	82	5	2	7
106	5/15/12	Vista Angelina	418 N. East Edgeware Road	108	6	3	9
107	9/19/12	Fickett Towers	14801 Sherman Way	198	10	4	14
108	10/23/12	Oakridge Family Homes	15455 Glenoaks Blvd	60	3	2	5
109	12/19/12	Parcel M- Grand Ave	225 S Grand Ave	271	14	6	20
110	12/19/12	Seven Palms	12831 San Fernando Rd	65	4	2	6
111	3/8/13	Hamlin Estate Apts	11735 Hamlin St	30	2	1	3
112	6/7/13	Freeman Villas	12295 Westmoreland	41	3	1	4
113	6/13/13	Banning Villas	1100 N. Banning Blvd	90	5	2	7
114	8/15/13	Harbor Village	981 Harbor Village Drive	400	20	8	28
115	9/25/13	Vistas Seniors	15211 Sherman Way	84	5	2	7
116	9/25/13	West Valley Towers	14650 W. Sherman Way	97	5	2	7
117	9/30/13	Silverlake	3740 Evans St.	88	5	2	7
118	11/21/13	Hollywoodland	1206 &1222 N Gower St., 977 N Wilton Pl., 5155 &5169 W Marathon St., 1438 N Gordon St.	83	5	2	7
119	12/11/13	Wyandotte	14630 Wyandotte St.	88	5	2	7
120	6/18/14	Laurel Village	9700 N Laurel Canyon Blvd	80	4	2	6
121	8/1/14	Juanita Tate	4827 S Central Ave	118	6	3	9
122	8/1/14	Park Plaza	960 W 62nd Pl	79	4	2	6
123	10/23/14	Berendos	226 &235 S Berendo St	72	4	2	6

#	Issue Date	Project Name	Address	Total Units	Mobility	HV	Total
124	10/23/14	Central Ave Village Square	1060 E 53rd St	45	3	1	4
125	12/30/14	Roberta Stephens	1035-1113 E 27th St	40	2	1	3
126		Hazeltine	7250 Hazeltine Ave	35	2	1	3
		Sub-total, City Bonds	126	11,962	658	291	949

#	Construction Start Date	Project Name	Address	Total Units	Mobility	HV	Total
1	1/1/1978	Angeles Plaza I	245-255 S. Hill Street, Los Angeles CA 90012	761	39	16	55
2	1/1/1980	Van Nuys Apartments	210 W. 7th St., Los Angeles CA 90014	299	15	6	21
3	5/5/1981	Angeles Plaza II	200 Olive St., Los Angeles CA 90012	332	17	7	24
4	1/1/1985	Montecito Apartments	6650 Franklin Ave, Los Angeles CA 90028	118	6	3	9
5	5/7/1985	Young Apartments	1621 Grand Ave., Los Angeles, CA 90015	66	4	2	6
6	1/1/1986	Metropolitan (Skyline)	950 S. Flower, Los Angeles CA 90010	270	14	6	20
7	9/24/1987	Russ Hotel	517-523 S. San Julian Street, Los Angeles, CA 90013	16	1	1	2
8	8/31/1990	Pacific Living Alternatives	16020 Gresham Street, Los Angeles, CA 90028	6	1	1	2
9	8/31/1990	Village Acquisition II	20422 Parthenia Street, Los Angeles, CA 91306	12	1	1	2
10	9/7/1990	Village Acquisiton 3 Baird	6542 Baird Avenue, Los Angeles, CA 91335	6	1	1	2
11	9/17/1990	Village Acquistion 3 Archwd	23801 Archwood Street, Los Angeles, CA 91307	6	1	1	2
12	6/28/1991	Casa Loma Apartments	379 Loma Drive, #1, Los Angeles, CA 90017	110	6	3	9
13	8/2/1991	Pershing Hotel/New Pershing Apts.	500 South Main Street, Los Angeles, CA 90013	67	4	2	6
14	8/10/1991	Central Avenue Villa Apts.	4051 South Central Avenue, Los Angeles, CA 90011	20	1	1	2
15	1/1/1992	11th Avenue Apartments	6720 11th Avenue, Los Angeles, CA 90043	22	2	1	3
16	6/1/1992	Tuelyn Terrace	1250 S. Western Avenue Los Angeles CA 90006	90	5	2	7

#	Construction Start Date	Project Name	Address	Total Units	Mobility	HV	Total
17	6/12/1992	Produce Hotel	676 Central Avenue Los Angeles CA 90015	110	6	3	9
18	6/15/1992	Arlington Rodeo Apartments	3804 S. Arlington Avenue Los Angeles CA 90018	29	2	1	3
19	6/30/1992	Florence Avenue Villas	908-916 W Florence Ave., Los Angeles CA 90044	20	1	1	2
20	7/20/1992	Casa Gloria	1440-52 Temple Street Los Angeles CA 90026	46	3	1	4
21	7/27/1992	Valley Village Condos	8624 De Soto Ave. # 124 & 134 Los Angeles CA 91304	6	1	1	2
22	9/15/1992	Florence Crittenton Center	234 East Avenue 33 Los Angeles CA 90031	58	3	2	5
23	9/16/1992	3804 Wisconsin Apartments	3804 Wisconsin Street Los Angeles CA 90037	11	1	1	2
24	10/13/1992	Kraemer Apartments	1232 S Lake St., Los Angeles CA 90006	17	1	1	2
25	10/15/1992	Great Expectations	17026 Rinaldi Avenue Granada Hills CA 91335	12	1	1	2
26	11/20/1992	New Opportunities For Living	9205 Valjean Street Los Angeles CA	6	1	1	2
27	11/20/1992	New Opportunities For Living	16102 Acre Street Los Angeles CA 90028	6	1	1	2
28	11/20/1992	P.A.T.H. Servicenter	2346 Cotner Avenue Los Angeles CA 90064	30	2	1	3
29	2/1/1993	Harmony St. Partnership James Jackson	5316-20 Harmony Ave., North Hollywood CA 91601	18	1	1	2
30	3/30/1993	La Brea/Franklin Apartments	1801 La Brea Avenue Los Angeles CA 90046	40	2	1	3
31	6/1/1993	Central Avenue Village Square	5301-5321 S. Central Avenue Los Angeles CA 90011	45	3	1	4
32	6/1/1993	Courtland Hotel	520 S Wall Street Los Angeles CA 90013	97	5	2	7

#	Construction Start Date	Project Name	Address	Total Units	Mobility	HV	Total
33	6/1/1993	Villa Esperanza	255 E 28th Street Los Angeles CA 90011	82	5	2	7
34	6/23/1993	Crescent Court Apartments	1400-1435 12th Street Los Angeles CA 90015	32	2	1	3
35	6/30/1993	Marion Hotel	642 S. Crocker Street Los Angeles CA 90021	46	3	1	4
36	6/30/1993	Senator Hotel	729 S Main Street Los Angeles CA 90014	99	5	2	7
37	7/15/1993	Ballona Villa	5026 W Slauson Ave., Los Angeles CA 90066	10	1	1	2
38	7/15/1993	Berendo Street Apartments	226 S. Berendo Street Los Angeles CA 90010	48	3	1	4
39	7/15/1993	Carlton Apartments	5425 Carlton Way Hollywood CA 90027	24	2	1	3
40	7/21/1993	Weldon Hotel	507 E. Maple Avenue Los Angeles CA	58	3	2	5
41	7/23/1993	Elmer Investment Group (5519 Elmer Ave)	5519 Elmer Ave., NH, CA 91601	12	1	1	2
42	8/4/1993	Navy Street Apartments	102 Navy Street Venice CA 90291	14	1	1	2
43	8/13/1993	L.A. Gay & Lesbian Center	1625 N. Schrader Blvd. Hollywood CA 90028	24	2	1	3
44	9/1/1993	Carter House Apartments	449 W. 78th Street Los Angeles CA 90003	21	2	1	3
45	9/1/1993	Yorkshire Hotel	710-712-1/2 Broadway, Los Angeles CA 90014	98	5	2	7
46	10/1/1993	Arirang Senior Housing	1725 N. Whitley Avenue Los Angeles CA 90028	74	4	2	6
47	10/11/1993	Fame Gardens	3730 West 27th Street Los Angeles CA 90018	81	5	2	7
48	10/14/1993	Grand Central Square Project	N. 1/2 Blk.: Hill/3rd/b'dway Los Angeles CA 90013	121	7	3	10

#	Construction Start Date	Project Name	Address	Total Units	Mobility	HV	Total
49	11/23/1993	Hollywood El Centro Apartments	6211 Delongpre Avenue Los Angeles CA 90028	88	5	2	7
50	12/27/1993	Colden Oaks Apartments	203 N. Colden Avenue Los Angeles CA 90003	38	2	1	3
51	1/3/1994	Edward Hotel	713 E. 5th Street Los Angeles CA 90013	47	3	1	4
52	6/16/1994	Fumbah Manor	832-838 S. Lake Street Los Angeles CA 90006	16	1	1	2
53	6/21/1994	La Villa Mariposa	345 S Columbia Ave. Los Angeles CA 90017	115	6	3	9
54	6/23/1994	Adams-Western	2635 S Western Avenue Los Angeles CA 90018	52	3	2	5
55	6/27/1994	1732 W. 24th Street Property	1732 W. 24th Street Los Angeles CA 90007	12	1	1	2
56	8/1/1994	Filipino Service Group	135 N Park View St., Los Angeles, CA 90057	20	1	1	2
57	8/1/1994	Telacu Vistas Del Sol	4900 Via Marisol Los Angeles CA 90015	100	5	2	7
58	9/1/1994	Villa Del Pueblo	1441 S. Hope Street Los Angeles CA 90014	81	5	2	7
59	9/26/1994	Hotel Cortez (La Posada)	375 S. Columbia Avenue Los Angeles CA 90017	60	3	2	5
60	9/30/1994	Liberty Village	22439 Marlin Place Los Angeles CA 91307	6	1	1	2
61	10/1/1994	Budlong Avenue Apartments	2727 S Budlong Avenue Los Angeles CA 90007	12	1	1	2
62	11/1/1994	Casa Carondelet	130 S Carondelet Street Los Angeles CA 90057	18	1	1	2
63	12/1/1994	Brynhurst Avenue Apartments	6603 Brynhurst Avenue Los Angeles CA	8	1	1	2
64	12/1/1994	Martha Bryant Manor Apartments	8300 & 8327 S. Hoover St. Los Angeles CA 90044	77	4	2	6

#	Construction Start Date	Project Name	Address	Total Units	Mobility	HV	Total
65	12/5/1994	P & P Home For The Elderly	1030 W 85th Street Los Angeles CA 90044	106	6	3	9
66	4/20/1995	Casa Heiwa	231 E. Third Street Los Angeles CA 90012	100	5	2	7
67	6/1/1995	Gelt Properties	5050 Tujunga Ave., NH, CA 90601	25	2	1	3
68	7/1/1995	1755 W Adams Blvd Property	1755 W Adams Blvd Los Angeles CA 90018	39	2	1	3
69	7/20/1995	Viereck, Victor & Brenda	5640 Bakman Avenue Los Angeles CA 91601	7	1	1	2
70	9/28/1995	Boyd Hotel	224 S. Boyd St. Los Angeles CA 90013	61	4	2	6
71	10/10/1995	Rio Vista Village	1310-1320 S. Rio Vista Avenue Los Angeles CA 90023	75	4	2	6
72	12/1/1995	Viereck, Victor & Brenda	5653 Bakman Avenue Los Angeles CA 91601	5	1	1	2
73	12/8/1995	T M Chambers Manors	2620 & 2645-53 Menlo Avenue Los Angeles CA 90007	19	1	1	2
74	1/10/1996	Los Angeles House Of Ruth	605 N Cummings Street Los Angeles CA 90033	24	2	1	3
75	1/16/1996	Villa Metropolitano	1324-28 S Hope Street Los Angeles CA 90015	53	3	2	5
76	2/16/1996	Wilcox Apartments	1805 N. Wilcox Avenue Los Angeles CA 90028	23	2	1	3
77	6/1/1996	Parkside Apartments	900 S Grand Avenue Los Angeles CA 90015	79	4	2	6
78	6/1/1996	Twin Palms Apartments	3044 Leeward Ave., Los Angles CA 90026	19	1	1	2
79	9/1/1996	Hollywood Silvercrest	5941 Hollywood Boulevard Los Angeles CA 90028	99	5	2	7
80	10/1/1996	Harmony Gardens	5239 Harmony Ave., North Hollywood, CA 91601	14	1	1	2

#	Construction Start Date	Project Name	Address	Total Units	Mobility	HV	Total
81	11/30/1996	Golden Years Senior Apartments	11330 Otsego Street North Hollywood CA 91601	91	5	2	7
82	4/17/1997	Freedom House	845 S. Lake Street Los Angeles CA 90057	32	2	1	3
83	7/30/1997	Palmer House Hotel	538 S. Wall Street Los Angeles CA 90013	67	4	2	6
84	8/1/1997	Villa Flores Apartments	1020 S Flower Street Los Angeles CA 90015	75	4	2	6
85	10/1/1997	HFL Garden Villa Homes	5528-5532 Klump Avenue North Hollywood CA 90601	25	2	1	3
86	11/1/1997	Villa De Esperanza	1401 S Hope Street Los Angeles CA 90011	88	5	2	7
87	12/1/1997	1747 Normandie Avenue Apts.	1747 N. Normandie Avenue Los Angeles CA 90027	16	1	1	2
88	5/21/1998	Edru & Associates	1032 West 18th Street 90015	27	2	1	3
89	9/28/1998	Adams, Eli & Barbara Ann	3027 Brighton Avenue Los Angeles CA 90018	26	2	1	3
90	10/27/1998	Geilim, Gilbert & Violet	1524-1528 1/2 W. 11th Place Los Angeles CA 90015	6	1	1	2
91	7/28/1999	Thropay Rueben & Carol	2110 Bonsallo Ave., Apts #1-#8 Los Angeles, CA 90007	8	1	1	2
92	7/31/2000	Friedman, Morris & Shirley	5519 Bonner Ave., Apts. #1-8 N. Hollywood CA 91601	8	1	1	2
93	11/22/2000	Irolo Senior Housing	3315-29 W. 8th Street Los Angeles CA 90005	47	3	1	4
94	7/19/2001	Wisconsin III Apartments	3790 Wisconsin Street Los Angeles CA 90007	26	2	1	3
95	2/20/2002	Hollyview Apartment	5411 Hollywood Blvd. Hollywood CA 90027	100	5	2	7
96	12/1/2002	Gas Company Lofts	800-820 S Flower St., Los Angeles CA 90017	251	13	6	19

#	Construction Start Date	Project Name	Address	Total Units	Mobility	HV	Total
97	12/30/2002	Metropolitan Lofts	1050 S. Flower St., Los Angeles CA 90015	264	14	6	20
98	2/7/2003	Klump	5120 Klump Ave North Hollywood CA 91607	26	2	1	3
99	11/3/2003	Grand & Venice Apartments	1500 S Grand Avenue Los Angeles CA 90015	62	4	2	6
100	12/1/2003	Views At 270	5445 W. Sunset Blvd. Los Angeles CA 90027	56	3	2	5
101	5/1/2004	Hikari Apartments	375 E. 2nd St., Los Angeles, CA 90012	128	7	3	10
102	7/1/2004	Bellevue Apartments	1809 W 11th St., Los Angeles CA 90006	58	3	2	5
103	10/13/2004	Main Street Vistas	5950 S. Main St., Los Angeles CA 90003	49	3	1	4
104	10/20/2004	Broadway Village II	5101 S. Broadway Los Angeles CA 90037	60	3	2	5
105	1/1/2005	Wilshire Vermont Station Apartments	648 S Vermont Ave., Los Angeles CA 90010	449	23	9	32
106	11/15/2005	Jovenes, Inc.	1320 Pleasant Ave Los Angeles CA 90033	6	1	1	2
107	11/30/2005	Villa Del Sol Apartments	11971 Allegheny Street Sun Valey CA 91352	103	6	3	9
108	1/1/2006	Security Lofts	510 S. Spring Street, Los Angeles, CA 90013	151	8	4	12
109	5/1/2006	Pascual Reyes Apartments	1413 W. Connecticut St. Los Angeles CA 90015	13	1	1	2
110	11/15/2006	Alexandria Hotel	501 S Spring Street Los Angeles CA 90013	463	24	10	34
111	1/1/2007	Downtown Women's Center	434 S. San Pedro St., Los Angeles, CA 90013	74	4	2	6
112	2/1/2007	1600 Vine (Hollywood and Vine)	1600 N. Vine Street Los Angeles CA 90028	375	19	8	27

#	Construction Start Date	Project Name	Address	Total Units	Mobility	HV	Total
113	2/1/2007	1600 Vine	1600 N. Vine Street St., Los Angeles CA 90028	375	19	8	27
114	3/1/2007	Bricker Building Housing	1671 N Western Avenue Los Angeles CA 90028	16	1	1	2
115	11/1/2007	Rosslyn Lofts	451 S Main Street Los Angeles CA 90013	298	15	6	21
116	12/1/2008	Alexandria House	510 S Alexandria Ave Los Angeles CA 90020	16	1	1	2
117	12/15/2008	Hollywood Bungalow Court Apartments	1721 N Kingsley Avenue Hollywood CA 90027	42	3	1	4
118	10/1/2009	Martin Luther King Apartments	991 E Martin Luther King Jr Blvd Los Angeles CA 90011	17	1	1	2
119	1/1/2010	YWCA Job Corp. Urban Campus	1016 S. Olive St., Los Angeles CA 90015	200	10	4	14
120	1/20/2010	Bethany Senior Apartments	8401 S Hoover Los Angeles CA 90044	80	4	2	6
121	1/31/2010	Coronel Apartments	1600 N Serrano Los Angeles CA 90000	54	3	2	5
122	3/1/2010	Mosaic Apartments	1521 W Pico Blvd Los Angeles CA 90015	56	3	2	5
123	5/14/2010	Seventh and Coronado Apartments	2614 W 7th Street Los Angeles CA 90057	68	4	2	6
124	7/1/2010	Whittier Apartments	3551-3565 E Whittier Blvd Los Angeles CA 90023	59	3	2	5
125	11/1/2010	Sunrise Apartments	5111 S Main Street Los Angeles CA 90037	46	3	1	4
126	11/1/2010	T A Y Facility Housing	4775 S Broadway Los Angeles CA 90037	27	2	1	3
127	1/15/2011	NoHo Senior Artists Colony	10747 Magnolia Blvd North Hollywood CA 91601	126	7	3	10

#	Construction Start Date	Project Name	Address	Total Units	Mobility	нν	Total
128	4/1/2011	Gateways Transitional Housing	440 N Hoover Street Los Angeles CA 90026	18	1	1	2
129	6/1/2011	Ecovillage	117 Bimini Place Los Angeles CA 90004	40	2	1	3
130	7/1/2011	Canby Woods	7238 Canby Avenue Reseda CA 91335	98	5	2	7
131	12/1/2011	Caroline Severance Manor	2914 W 8th Street Los Angeles CA 90005	85	5	2	7
132	12/1/2011	Pacific Avenue Arts Colony	339 S. Pacific Ave., San Pedro, CA 90731	49	3	1	4
133	1/1/2012	Argyle Apartments	1560-1600 N Western Ave/5446 W Carlton Way, Los Angeles CA 90027	40	2	1	3
		Sub-total, CRA	133	10,134	565	274	839

Appendix 2: List of 22 CRA/LA Housing Developments

ATTACHMENT A

LIST OF FEDERALLY FUNDED MULTI-FAMILY DEVELOPMENTS (1997-2012)

AS OF 03/27/13

Project	Address	Construction Start Date	Total Units
Heavenly Vision Seniors	9400 S. Broadway	7/12/1998	46
Casa Verde	1552 Schrader Blvd.	8/15/1998	30
Hope Manor	1332 S. Hope Street	12/20/1998	75
Don Hotel Apartments	105 E. "I" St.	2/3/1999	58
Western Carlton Apts. (aka Western- Carlton Phase I)	5443 Carlton Way	4/15/1999	• 61
La Estrella Apartments	1979 Estrella Ave.	8/25/1999	11
Eastside Village (Lillian Mobley)	2250 East 111st	8/3/2000	78
Grandview 9	916-920 S. Park View St.	11/3/2000	62
Amistad Plaza	6050-6130 South Western Avenue	6/1/2001	56
Paseo del Sol	417 North Soto St	9/20/2001	7
Metro Hollywood Apts. (aka Hollywood Western Apts./Western-Carlton Phase II)	5450 Hollywood Blvd.	4/1/2002	60
Buckingham Place Senior Housing	4020-70 Buckingham Road	2/19/2003	70
Gallery at NoHo Commons (Phase I)	5416 Fair Avenue	6/1/2003	438
Palomar Apartments	5473 Santa Monica Blvd.	6/27/2003	26
Encore Hall (aka: Triangle Square)	1623 Vine Street	8/15/2005	104
Lofts at NoHo Commons (aka NoHo Commons-Phase II)	11136 Chandler Blvd	9/1/2005	292
Vermont Seniors	3901-3925 S. Vermont Ave / 1015 W. 39th Place	10/1/2005	140
Vista Monterey Senior Housing	4647 Huntington Dr. North	10/21/2005	48
Yale Terrace Apartments	716-734 S. Yale St	2/15/2006	55
Imani Fe (East & West)	10345 & 10408-10424 S. Central Ave.	6/1/2007	92
Villas at Gower	1726 North Gower Street	4/28/2010	70
Ford Apartments (aka Ford Hotel)	1000 E. 7th St.	5/28/2010	122
······		TOTAL	2001

Appendix 3: Neutral Accessibility Consultant Verification and City Certification of Compliance with Accessibility Standards

I. <u>[insert name]</u>, in my capacity as Neutral Accessibility Consultant (NAC)

retained pursuant to Section III.D. of that certain Voluntary Compliance Agreement (VCA) executed by the City of Los Angeles, California, and the U.S. Department of Housing and Urban Development, hereby VERIFY, based on an on-site accessibility survey, to the best of my professional knowledge, information, and belief that the Housing Development identified below, including the Housing Units and public and common use areas, is in compliance with the requirements of Section 504 of the Rehabilitation Act (Section 504), 29 U.SC. § 794 and Section 504 implementing regulations, including 24 C.F.R. § 8.21(a), 8.22, and 8.26; Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12131 – 12134 and ADA implementing regulations, including 28 C.F.R. § 35.151; and the Accessibility Standards identified below.

Name, Street Address, and Description of Housing Development Surveyed:

Description of Features and Amenities (e.g., community room, playground equipment, computer lab, fitness center, transportation services, swimming pool, on-site laundry, library):

Under the VCA, this Development is:

_____ Housing Development Currently Under Construction (when VCA was signed)

_____ Housing Development Subject to Substantial Alterations

_____ Housing Development Subject to Other Alterations

_____ Future Housing Development

_____ Existing Housing Development

_____ Compliant with Enhanced Accessibility Program (Future Housing Developments and

Housing Developments Subject to Substantial Alterations only)

Name and Professional Qualifications of Surveyor(s):

Date(s) of Survey:

Accessibility Standards Used to Verify Compliance: Select One: ___ UFAS ___ Alternative Accessibility Standard __Other Section 504 Accessibility Standard Adopted by HUD through rule making

Fair Housing Act Compliance (select one):

This Development is not covered by the Fair Housing Act design and construction requirements. It was designed and constructed for first occupancy on or before March 13, 1991, or is a building consisting of fewer than four dwelling units, or is otherwise not covered by the Fair Housing Act design and construction requirements (e.g., a building consisting entirely of multistory townhouses and no elevator).

_____ This Development is covered by the Fair Housing Act design and construction requirements and meets the following design standard:

_____ ANSI A117.1-1986 and the Fair Housing Accessibility Guidelines, March 6, 1991, in conjunction with the Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines, June 28, 1994

_____ Other Fair Housing Act Safe Harbor (in addition to ANSI A.117-1986) (specify)

Description of Required Accessible Housing Units

_____Total Housing Units in Development (including Accessible and inaccessible Units)

_____Total Accessible Housing Units in Development (not more than 15%)

Total Required Housing Units with Mobility Features (at least 5%)

Total Required Housing Units with Hearing/Vision Features (at least 2%)

Description of Additional Accessible Housing Units Provided at this Development:

Number of Additional Units with Mobility Features above 5% minimum:

Number of Additional Units with Hearing/Vision Features above 2%:

Description of Enhanced Accessibility Features (if any):

Verification of Compliance:

Signature of

Neutral Accessibility Consultant: _____ Date signed: _____

Address, telephone number, and email address of NAC:

Comments (if any):

City Certification of Compliance:

Signature of		
Responsible City Official: _	Date signed:	

Appendix 4: Recipient Assurance and Certification under Section 504 of the Rehabilitation Act of 1973, the, Americans with Disabilities Act of 1990, and the Fair Housing Act

As the duly authorized representative of the City of Los Angeles, I certify that the City of Los Angeles:

- Will take appropriate and immediate action to ensure compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and its implementing regulations at 24 C.F.R. Part 8, and Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12165), as amended, and its implementing regulations at 28 C.F.R. Part 35.
- 2. Will administer all Federal funds from the Department of Housing and Urban Development in compliance with Section 504 and other applicable Federal civil rights requirements. The Department's Section 504 regulations provide that no person in the United States shall, on the grounds of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance, except if the grant program authorizes or limits participation to designated populations, then the recipient will comply with the nondiscrimination requirements within the designated population. *See* 24 C.F.R. § 8.4
- 3. Will comply with the Fair Housing Act (42 U.S.C. §§ 3601-19), as amended, and its implementing regulations at 24 C.F.R. Part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin; except if the grant program authorizes or limits participation to designated populations, then the recipient will comply with the nondiscrimination requirements within the designated population.
- 4. Will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213, and its implementing regulations at 28 C.F.R. Part 35, which provide that no qualified person, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

These certifications and assurances are material representations, upon which the Department relies on, in agreeing to the terms of this Voluntary Compliance Agreement. If it is later determined that I, the authorized representative of the recipient, knowingly or recklessly made an erroneous certification or assurance, I may be subject to civil prosecution. The Department and/or the Department of Justice may also terminate the Federal financial assistance and pursue any and all other available remedies, subject to applicable law.

Name:

Title/Organization:

Signature:

Date:

Appendix 5: City of Los Angeles Enhanced Accessibility Program

As part of its commitment to increase the availability of affordable, accessible housing throughout the City of Los Angeles' housing programs, and consistent with the terms of the Agreement, the City is adopting an Enhanced Accessibility Program for its competitively awarded funding programs. Developers that commit to participating in the Enhanced Accessibility Program receive bonus points in competitively awarded funding programs. However, the City encourages developers for all housing programs to consider incorporating enhanced accessibility features into the design and development of housing developments throughout the City. Certain of these features will result in less cost while ensuring greater accessibility.

Below is a description of the enhanced accessibility features that will be part of the City's Enhanced Accessibility Program, followed by two charts indicating how the features are incorporated into the Enhanced Accessibility Program. Each of the features described below provide accessibility beyond the minimum technical and scoping requirements under federal accessibility standards and are intended to provide individuals with a variety of disabilities with enhanced access to developments.

1. Baseline, Required Enhanced Accessibility Features

These accessibility features must be incorporated into a site or development as part of an entity's participation in the City's Enhanced Accessibility Program. Features are divided into 3 categories: (a) features required for Future Housing Developments and Developments Subject to Substantial Alterations, (b) features that are required only for Future Housing Developments, and (c) features that are required for Developments Subject to Substantial Alterations only.

2. List of Additional Enhanced Accessibility Features

These are the additional accessibility features which an entity must select from in order to meet the minimum number of optional features requirement under the Enhanced Accessibility Program. An entity must select a minimum of 5 features from this list. Features that are required only for Future Housing Developments may also be selected in Developments Subject to Substantial Alterations and counted as optional features to be counted toward the minimum number of optional features required to receive the bonus.

NOTE: These enhanced accessibility features exceed the minimum requirements of the federal accessibility standards or provide alternative features to increase accessibility. The manner in which these enhanced accessibility features are incorporated into a particular development must be designed and constructed in a manner that ensures the development complies with all applicable federal accessibility requirements.

NOTE: Some of the enhanced accessibility features described below are used to overcome a lack of accessibility at a particular existing facility, such as to meet program accessibility obligations or as reasonable accommodations. In such cases, the feature would not be considered an enhanced accessibility feature.

Required Enhanced Accessibility Features for Both Future Housing Developments &Developments Subject to Substantial Alterations

- 1. Residential grade power operated manual door for designated mobility units, with an automatic push plate button or keyless proximity-based entry and exit, while ensuring security measures are in place for the unit.
- 2. All entrances to and exits from the building that residents may utilize, *e.g.*, front entrance, entrance from garage, side or back entrances, will either have power operated manual doors or proximity-based entry/exit while still ensuring security measures are in place for the development.
- 3. In designated mobility units, if patios or balconies are provided, enhanced accessibility will be achieved through one of three options: (1) provide a minimum depth of 60" that will provide a clear turning circle if the door is manually operated; (2) swing type and operable with a power operated opener; or (3) sliding doors with recessed threshold level with finished floor.
- 4. In designated mobility units, all doors that are not pocket or sliding doors will be 36" doors. For substantial alterations where between 32" and 36" is not achievable, all doors in designated mobility units with swing-type doors requiring ingress and egress will have off-set hinges to exceed a 32" clear opening width.
- 5. In designated accessible units, provide either (1) motion activated light switches with "touch pad" or "rocker-pad" override options, except in unit bathrooms, or (2) "rocker-pad" switches.
- 6. Provide hard surface floor materials (e.g., vinyl, laminate, hardwood, ceramic tile, etc.) as the unit standards. The hard surface floor materials used in designated mobility units will be comparable in aesthetic and quality to the other units in the building.
- 7. In all designated accessible units, in kitchens and bathrooms, provide full extension pull-out drawer, shelves, and racks in all base cabinets, instead of swing-open doors.
- 8. In all designated accessible units provide pantry storage with pull-out, adjustable height shelves.

9. In designated accessible units, provide adjustable height closet rods and shelves in all closets. Rods and shelves will be adjusted to meet the needs of the resident.

- 10. Provide accessible trash disposal options at all trash disposal sites throughout the development by providing power or (in the case of fire doors) manually operated door openers and closers that allow for five (5) pounds maximum force.
- 11. The design of designated mobility units will ensure that ceilings are properly reinforced such that a track and harness system could be installed as a reasonable accommodation. Following sound building practices, generally nothing additional is required to ensure the potential for installation.

Required Accessibility Features for Future Housing Developments Only

- 1. In designated mobility units, provide open concept floor plans that maximize space utilization for or overlap of kitchen, dining, and living room spaces. Such spaces may have features to close them off for privacy, e.g., pocket or sliding doors with accessible hardware. Bedrooms and bathrooms will always have doors.
- 2. For 50% of designated mobility units in a building that are studios/efficiencies or 1-bedrooms, provide roll-in showers. For designated mobility units that have more than 1 full bathroom, provide at least one roll-in shower in the unit.

Required Enhanced Accessibility Features for Developments Subject to Substantial <u>Alterations Only</u>

- 1. For units not designed as open-concept, eliminate swinging interior doors within the unit and where possible provide additional clear maneuvering space beyond the minimum standard, while still allowing spaces to be closed off for privacy, *e.g.*, pocket or sliding doors for doorways to kitchens, hallways, bedrooms, and bathrooms.
- 2. Ensure visible alarms are installed along with the audible fire alarm system throughout the development, including in all units, consistent with 2010 ADA Standards 215 and 702.

Optional Enhanced Accessibility Features – At least 5 Features Must be Selected

- 1. Provide power operated doors to all public and common use areas, *e.g.*, leasing and/or management office, community rooms, laundry, trash rooms, common kitchens, etc.
- 2. Add kick-plates to all accessible unit and common and public use doors throughout a building on the push for doors with closers or both sides for doors without closers.
- 3. Provide motion activated light switches in specific public and common-use areas, *i.e.*, utility spaces, trash rooms, mail rooms, and laundry rooms.

- 4. Where carpet is used, specify pile thickness of 3/8 inch or less measuring to the backing cushion or pad that is firm.
- 5. When carpet is the standard in rooms within units in a development, ensure that a hard finished floor is installed beneath the carpet in such rooms in mobility units.
- 6. In designated mobility units, provide single-lever faucets with touch or motion sense water controls at all sinks and lavatories.
- 7. Provide an automatic, sliding door at main entrance to the building, while still ensuring security measures are in place for the development.
- 8. Provide a passenger drop-off area at the main entrance to the development.

9. Install accessible in-home controls (e.g., thermostat, lighting, etc.).

10. For multi-bedroom mobility units with open concept floor plans, the design of the unit must provide for access from main living areas to sleeping/bathing spaces without the use of corridors.