

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. BACKGROUND

1. 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. DEFINITIONS

6. The following terms shall have the meanings set out herein:
 - a. Accessibility Standards 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 Alternative Accessibility Standard; 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. Accessible, when used with respect to a Housing Unit or a Housing Development, means and refers to full compliance with the requirements of the Accessibility Standards for purposes of Section 504 and the ADA.
 - c. Accessible Housing Development means and refers to a Housing Development that is Accessible, including Accessible public and common use areas as well as the number of Accessible Housing Units that are required by this Agreement to be Accessible.

- d. Accessible Housing Units means and refers collectively to Housing Units with Mobility Features and Housing Units with Hearing/Vision Features. An Adaptable Housing Unit may be counted as an Accessible Housing Unit so long as (1) the adaptable elements are limited to those permitted by the Accessibility Standards for purposes of Section 504 and the ADA, and (2) the City, the Subrecipient, the Owner, and the Property Management Agent of each Housing Development where any Adaptable Housing Unit is located establish, maintain, and implement procedures that ensure: (a) the Adaptable Housing Units 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 Person With A Disability and that such action is taken without cost to the Person With A Disability. 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. Accessible Route means and refers to a continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32 and UFAS § 4.3. As used for purposes of the ADA, an Accessible Route 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. Adaptable Housing Unit means and refers to a dwelling unit that is on an Accessible Route, is tenanted in accordance with 24 C.F.R. § 8.27, and is otherwise in compliance with the Accessibility Standards 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 Persons With Disabilities or to accommodate the needs of persons with different types or degrees of disability promptly and effectively without cost to the Person with A Disability. See 24 C.F.R. §§ 8.3, 8.32; UFAS §§ 4.34.3 - 4.34.6 and comparable provisions of the Alternative Accessibility Standard.
- g. Alternative Accessibility Standard means and refers to the Alternative Accessibility Standard 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. Assistance Animals means and refers to animals that work, provide assistance, or perform tasks for the benefit of a Person With A Disability as well as animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance Animals are not pets and are not subject to a housing provider's pet policies. Service animals are one type of Assistance Animal.

Assistance Animals include animals that are trained and untrained and include dogs and other animals.

- i. Auxiliary Aids 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. Auxiliary Aids 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. Certification of Compliance means and refers to a certification issued by the City following the issuance of a Verification of Compliance by a Neutral Accessibility Consultant, 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.
- l. CRA Housing Developments means and refers to the 22 Housing Developments that received Federal funds from HUD 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. Department or HUD means and refers to the U.S. Department of Housing and Urban Development.
- o. Effective Date means and refers to the Effective Date of this Agreement, which is the date of the latest signature on this Agreement by any of the Parties.
- 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 City represents to HUD are (1) all of the Housing Developments with five or more Housing Units that received any Federal financial assistance from or through the City since July 11, 1988, plus (2) all of the Housing Developments with five or more Housing Units 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 City since January 26, 1992. These include the CRA Housing Developments. Existing Housing Developments do not include Housing Developments Currently Under Construction or Future Housing Developments. Existing Housing Developments may become, at some point following the Effective Date, Housing Developments Subject to Substantial Alterations or Housing Developments Subject to Other Alterations.

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

- x. Housing Unit means and refers to a single Unit of residence that provides spaces for living, bathing, and sleeping, provided such definition shall not be construed to exclude Single Room Occupancy Units. A Housing Unit includes a dwelling unit as that term is used in 24 C.F.R. § 8.22.
- y. Housing Unit with Hearing/Vision Features means and refers to a Housing Unit that complies with 24 C.F.R. § 8.22 and all applicable provisions of UFAS or the comparable provisions of the Alternative Accessibility Standard, 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 (UFAS §§ 4.34.10, 4.28.3), auxiliary alarms (UFAS §§ 4.34.10, 4.28.4), telephone volume controls and hearing aid compatibility (UFAS § 4.31.5), protections against protruding objects (UFAS § 4.4), stairway requirements (UFAS §§ 4.9, 4.26.4), protections against exposed pipes and surfaces (UFAS §§ 4.19.4, 4.24.6, 4.34.6.5(8)), audible alarms (UFAS § 4.28.2), signage (UFAS § 4.30), push button controls for telephones (UFAS § 4.31.6), consumer information (UFAS § 4.34.4), and range, cooktop, and oven controls (UFAS §§ 4.34.6.6, 4.34.6.7).
- z. Housing Unit with Mobility Features means and refers to a Housing Unit that is located on an Accessible Route and complies with the requirements of 24 C.F.R. § 8.22 and all applicable provisions of UFAS or the comparable provisions of the Alternative Accessibility Standard, including but not limited to §§ 809.2 through 809.4 of the 2010 Standards for Accessible Design. A Housing Unit with Mobility Features can be approached, entered, and used by persons with mobility disabilities, including individuals who use wheelchairs.
- aa. HUD or the Department means and refers to the U.S. Department of Housing and Urban Development.
- bb. Neutral Accessibility Consultant or NAC means and refers to one or more architects who are retained and paid by the City and approved in advance by HUD 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. Owner means and refers to an owner of a Housing Development 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 Housing Development 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 Owner may also be a Subrecipient.

- dd. Parties means and refers collectively to the City of Los Angeles and the U.S. Department of Housing and Urban Development.
- ee. Person With A Disability 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. Property Management Agent means and refers to a person or entity that manages one or more of the Housing Developments Covered by this Agreement on behalf of an Owner.
- gg. Reasonable Accommodation 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 Person With A Disability 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 Person With A Disability. 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. Remediation infeasibility or infeasible remediation, 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 Development is located prohibit modification or addition of elements, spaces, or features in the public and common use areas or the minimum number of Accessible 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. Subrecipient 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 Subrecipient 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 Subrecipient may include a sub-grantee of the City. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. 2 C.F.R. § 200.93. A Subrecipient may also be an Owner.
- jj. Target Number of Accessible Housing Units or Target Number of Units means and refers to the target number, consisting of no less than Four Thousand Thirty-One (4,031) Accessible Housing Units, calculated in accordance with the provisions of Paragraphs 15 and 18.e.vii of this Agreement and required for the City to meet its obligation to make Existing Housing Developments Accessible pursuant to this Agreement.
- kk. Term of the Agreement means and refers to the term as set out in Paragraph 62 of this Agreement.
- ll. Uniform Federal Accessibility Standards or UFAS 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 (UFAS 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 UFAS shall be deemed by HUD to comply, *inter alia*, with the requirements of 24 C.F.R. § 8.22.

III. REMEDIAL ACTIONS

A. Compliance with Civil Rights Requirements

- 7. City's Commitment to Provide Affordable, Accessible Housing. 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. Funding. 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. Federal Funds. 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. Nonfederal funds. 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. City's Compliance. 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. Monitoring Compliance by Subrecipients and Owners. 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. Reporting. 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. Accessibility in Housing Developments Subject to Other Alterations. 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. Representation of Existing Housing Developments by the City. 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. ($5\% \text{ of } 21 = 1.05$, which is rounded up to 2, and $2\% \text{ of } 21 = .42$, 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. NAC Functions. 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. On-site Accessibility Surveys and Survey Reports, pursuant to Paragraphs 18.a, 18.b, 18.c, and 19 of this Agreement.
- b. Accessible Housing Unit Plan, 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. Accessible Housing Distribution Site Map, pursuant to Paragraph 18.g of this Agreement.
- d. Verifications. Verifications of Compliance for Housing Developments Covered by this Agreement, pursuant to Paragraphs 19 and 24 of this Agreement.
- e. Enforcement Support. 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. Oversight and Quality Assurance. 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. Architects and Developers Training Program. 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. On-Site Accessibility Surveys. 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. Survey Reports. Within thirty (30) 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 thirty (30) 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. Public Participation in the Accessible Housing Unit Plan. 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 Remediation Infeasibility, then the City may request, and HUD may approve, a determination that a specific Existing Housing Development 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.

- g. Accessible Housing Unit Distribution Site Map. Working jointly with the Chief NAC, 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. NAC Monitoring and Oversight Functions to Facilitate Compliance for the Covered Housing Developments. 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;
- b. 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. Relocation of Tenants. 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 within 30 Days after a request for accessibility modifications is made; 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 within thirty (30) Days after such requests are made.
- 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. Notice of Anticipated Delays in Complying with Production Rates in Accessible Housing Unit Plan. 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 Substantial 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. Verification by the Department. The Department reserves the right to conduct periodic on-site 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. Owner and Subrecipient Compliance. 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. Development and Implementation of Program. 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

28. 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. 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. Housing Units with Hearing/Vision Features and Mobility Features. 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. Voluntary Compliance Agreement Administrator. 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. Ensuring VCA Administrator Continuity. 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 Permanent VCA Administrator.

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. Policies. 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. Affirmative Marketing Policy/Plan: 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. Admissions Policy: 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. Reasonable Accommodation Logs. 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. Submission of Logs. 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. Assistance Animal Policy: 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. Transfer Policy: 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. Follow-up Notices about Policies. 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. Certification of Policy Compliance. 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. Accessible Housing Website. 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.

- f. In accordance with the timeframes set out in (a) through (e) above, the City shall 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 maintained throughout the Term of the Agreement, that all postings to 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. Occupancy Audit. 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. Transfer Audit. 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. Waiting List Audit. 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. Housing Unit Utilization Plan. 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. Notice About Agreement. 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. Notices to New or Rehabilitated Developments. 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. Acknowledgments. 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. Training Plan. 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. Implementation of Training Plan. 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. Training for New Employees and Property Management Agents. 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. Refresher Training. 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. City Council. 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
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

Lynn.m.grosso@hud.gov
Phone: 202-402-5361

54. Record Keeping. 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 City-administered 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. Monitoring. 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. Department's Right to Terminate Agreement. 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. Cooperation and Collaboration. 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. Disputes. 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. Enforcement: 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. Housing Covered by this Agreement. 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. Term of Agreement. 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. Provision of Funding. 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. Effect of Agreement. 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. Disclosure of Agreement and Reports. 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. Prior Conflicting Guidance. 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. Court Orders and Settlements. 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. Obligations Under Section 504, ADA, and Fair Housing Act Are Not Reduced. 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. Lawsuits Not Involving the Department. 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. Format of City's Communications. 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. Review and Approvals by the Department. 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. Modifications to Agreement. 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. Department's Enforcement Authority. 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. Effect of Non-Enforcement. 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. Advance Authorization of Legal Expenditures. 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. Weekends and Holidays. 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. Binding Effect of Agreement. 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. No Authority to Waive or Ignore Requirements. 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. Entire Agreement. 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. Notices. 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
lynn.m.grosso@hud.gov

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
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
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: rushmore.cervantes@lacity.org

With a copy to:

Orlando J. Cabrera
Arnall Golden Gregory, LLP
1775 Pennsylvania Avenue, N.W.
Suite 1000
Washington, D.C. 20006
Tel. (202) 677-4924
Email: orlando.cabrera@agg.com

82. Required Assurance. 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. Eminent Domain. 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 Administrator
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)

(Date)

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

Appendix 2: List of 22 CRA/LA Housing Developments

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

I. [insert name], 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.S.C. § 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:

1. 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.

<u>Required Enhanced Accessibility Features for Both Future Housing Developments & Developments Subject to Substantial Alterations</u>
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, <i>e.g.</i> , 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 (<i>e.g.</i> , 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.

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| 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

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| 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 Alterations Only

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| 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

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| 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>i.e.</i> , 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.