U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity – Region IX
600 Harrison Street, 3rd Floor
San Francisco, California 94107-1300
Voice: (800) 347-3739 (415) 489-6400
TTY: (415) 489-6564 Fax: (415) 489-6560

DEC 2 1 2010

CERTIFIED MAIL – Return Receipt Requested

Mr. Roy Bateman
Community Development Coordinator
Marin County Community Development Agency-Federal Grants Division
3501 Civic Center Drive, Room 308
San Rafael, CA 94903-4157

Dear Mr. Bateman:

SUBJECT: Voluntary Compliance Agreement

Please find enclosed two original copies of the fully executed Voluntary Compliance Agreement (VCA) between this Department and the County of Marin that resolve matters that arose from the recent Civil Rights Compliance Review of the County's administration of its CDBG/HOME Programs. As you know, the VCA contains specific actions that the Housing Authority has agreed to undertake, as well as timeframes and reporting requirements. Please submit the reports to:

U.S. Department of Housing and Urban Development
Attn: Sharon Chan (Correspondence Code 9AEHPP)
Office of Fair Housing and Equal Opportunity
600 Harrison Street, 3rd Floor
San Francisco, CA 94107-1300

I would like to take this opportunity to express my sincere appreciation for the cooperation shown by you, Mr. Reid Thaler, and other county staff such as Ms. Lili Thomas, who provided data and suggestions to us during the conduct of the review, as well as in crafting mutually-agreeable terms of this Voluntary Compliance Agreement. In the event you have any questions or concerns about the agreement or other issues, please feel free to telephone Ms. Sharon Chan at 415/489-6529, or Program Compliance Branch Chief Jeff Jackson at 415/489-6538.

Very sincerely yours,

Original Signed by Charles E. Hauptman

Charles E. Hauptman
Director
Office of Fair Housing and
Equal Opportunity

Enclosure

AGREEMENT FOR

VOLUNTARY COMPLIANCE

WITH

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

AND

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

AND

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

BETWEEN THE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

AND THE

COUNTY OF MARIN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
3501 CIVIC CENTER DRIVE
SAN RAFAEL, CA 94903

CASE NUMBERS: 09-09-R003-9 (Section 109)
09-09-R008-6 (Title VI)
09-09-R009-4 (Section 504)

I. INTRODUCTION

The United States Department of Housing and Urban Development (hereinafter referred to as the Department or HUD) pursuant to its law enforcement responsibilities under Section 109 of the Housing and Community Development Act of 1974, as amended, Title VI of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended, conducted a compliance review of the Community Development Block Grant (CDBG) program administered by the County of Marin (hereinafter referred to as the County or Recipient). The purpose of the review was to determine whether the CDBG program managed by the County is administered in compliance with the nondiscrimination provisions of Section 109, Title VI, and Section 504.

The Department conducted an on-site review of the Recipient during the period June 29-July 2, 2009. The areas reviewed included Citizen Participation; Benefits, Services and Methods of Administration; Section 504 programmatic requirements; and a limited physical accessibility survey.

The review disclosed that the program is administered in general compliance with regulations implementing Section 109 (24 CFR Part 6), Title VI (24 CFR Part 1), and Section 504 (24 CFR Part 8). However, the Department found that the County was in preliminary non-compliance with: 24 CFR §6.6, citizen participation; 24 CFR §§1.6, 6.10, and 8.55, record-keeping; 24 CFR §§1.4, 6.4, and 8.4, meaningful participation; 24 CFR §8.6, communications; 24 CFR §§1.4 and 6.4, affirmatively furthering fair housing; and, 24 CFR §§8.20 and 8.21, program and physical accessibility. The Department identified a number of programmatic concerns regarding the Recipient's administration of the program in areas that were reviewed, as well.

The parties agree that nothing contained in this Agreement shall be construed to be a final finding or determination by the Department that the Recipient or any of its agents or employees intentionally engaged in unlawful practices that may have had the effect of illegally discriminating on the basis of race, color, national origin, gender or disability. The parties agree that nothing contained in this document shall be construed as an admission of liability or an admission of having acted in violation with respect to the Department's preliminary findings by the Recipient or any of its agents or employees.

Nothing in this Agreement is intended to confer on any non-signatory third party a right to sue for an alleged breach of this Agreement, and the parties expressly intend to preclude the interference of any alleged third-party beneficiary rights.

The Department and the Recipient hereby agree that this Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 109, Title VI, Section 504, the Fair Housing Act, or any other Federal, State or local civil rights statute or authority with respect to any current, on-going or future actions. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.

The Department and the Recipient, having agreed to settle and resolve voluntarily the Department's preliminary findings without the necessity of formal evidentiary hearings or other judicial processes, hereby agree and consent to the terms of this Agreement.

II. GENERAL PROVISIONS

A. With respect to any housing accommodations, facilities, services, financial aid, or other benefits related to the Recipient's CDBG program, the Recipient, its officers, trustees, directors, agents, employees, successors, and all persons in active concert or participation with any of them, agree to refrain from any acts that have the purpose of subjecting qualified persons to discrimination on the basis of race, color, national origin, gender, or disability, in violation of Section 109, Title VI, Section 504, and their respective implementing regulations at 24 CFR Parts 6, 1, and 8.

B. This Agreement applies to Recipient's programs funded in whole or in any part with CDBG funds, and shall be binding upon the Recipient, its agents, successors, and assigns or beneficiaries who own, control, operate or sponsor said program.

C. The Department may conduct an on-site review of the Recipient's compliance with the provisions of this Agreement, and the Recipient will grant the Department's employees access to its premises, records, and personnel with reasonable notice during normal business hours, during the duration of this Agreement.

III. SPECIFIC PROVISIONS

The Recipient agrees to take the following specific actions within the timeframes stipulated.

ISSUES OF NON-COMPLIANCE

A. Citizen Participation (24 CFR §6.6)

(1) Within 90 days from the effective date of this Agreement, the Recipient shall create an outreach plan to provide for inviting citizens to all public meetings, particularly to those living in local planning areas, held during every phase of the planning process and to encourage the participation of low-income residents, particularly to include those who are disabled, racial and ethnic minorities, and single parent householders living in areas where Federal funds are most likely to be spent. The outreach plan to reach groups least likely to participate shall (a) identify those groups who are disabled, racial and ethnic minorities, and single parent householders that are least likely to participate; (b) state the type of media to be used to advertise public meetings, identify the

names of the newspapers/publications and/or call letters for radio or television stations, and identify the circulation or audience of the media (e.g. White, Black, Hispanic, Asian, persons with disabilities, etc.); and (c) list the organizations to be contacted , such as neighborhood, minority and women's organizations, grass roots faith-based or community based organizations, labor unions, employers, public and private agencies, disability advocates, school and community leaders associated with organizations, that are familiar with the local planning areas and serve groups that are least likely to participate and identify the group (e.g. White, Black, Hispanic, Asian, persons with disabilities, etc.) associated with each organization listed.

(2) Within 120 days from the effective date of this Agreement, the Recipient shall provide a copy of the outreach plan to HUD.

(3) On an annual basis for five years from the effective date of this Agreement, the Recipient shall include a report on attendance at public planning meetings to HUD. The attendance report shall include the time and date of the meeting, where the meeting was held, the number of attendees, the race and ethnicity of attendees, which shall be requested on sign-in attendance sheets at the meeting, and the disability status of attendees. The Recipient's notes from the meeting shall be relied upon to provide the disability status of attendees and when attendees did not self-identify race and/or ethnicity on the sign-in sheets.

B. Collection of Racial, Ethnic, Gender and Disability Data (24 CFR §§6.10, 1.6, and 8.55)

(1) Within 60 days from the effective date of this Agreement, the Recipient shall ensure all future contracts between the Recipient and sub-recipients involving the use of CDBG and HOME monies contain a requirement for sub-recipients to collect and report data on the race, ethnicity/national origin (Hispanic/Latino or Non-Hispanic/Latino), gender and disability characteristics of waiting list applicants and participants or beneficiaries.

(2) Within 90 days from the effective date of this Agreement, the Recipient shall develop and implement a written procedure consistent with "OMB Standards for Federal Data on Race and Ethnicity: HUD Policy Statement and Implementing Guidelines" (dated August 13, 2002) for gathering and maintaining the race and ethnicity of waiting list applicants for and participants or beneficiaries in each of its CDBG and HOME assisted or supported programs and activities, including those administered by sub-recipient agencies and organizations.

(3) Within 90 days from the effective date of this Agreement, the Recipient shall revise its CDBG Demographic Report form to include collecting and maintaining the disability characteristics of waiting list applicants for and participants or beneficiaries in each of its CDBG and HOME assisted or

supported programs and activities, including those administered by sub-recipient agencies and organizations.

(4) Within 90 days from the effective date of this Agreement, the Recipient shall revise the CDBG Demographic Report form, used to report race and ethnicity characteristics of waiting list applicants for and participants or beneficiaries in its CDBG and HOME assisted or supported programs and activities, by removing the "Others" and "Balance/Other" columns.

(5) Within 120 days from the effective date of this Agreement, the Recipient shall arrange training for County staff who are involved in the administration of its CDBG-funded activities, and for sub-recipients providing programs and activities with CDBG funds, to ensure their understanding of the data collection and reporting requirements and familiarity with the Recipient's CDBG Demographic Report form.

(6) Within 150 days from the effective date of this Agreement, the Recipient shall provide to HUD in accordance with paragraph IV, below, a copy of the instructions to the CDBG Demographic Report form and a copy of its CDBG Demographic Report form.

(7) Within 150 days from the effective date of this Agreement, the Recipient shall provide HUD certification that training for staff and sub-recipients was completed with respect to collection of racial, ethnic, gender, and disability characteristics of waiting list applicants for and participants in its CDBG and HOME assisted or supported programs and activities.

C. Analysis of Participation in Funded Programs and Activities (24 CFR §§1.4, 6.4, and 8.4)

(1) Within 60 days from the effective date of this Agreement, the Recipient shall revise its instructions to the CDBG Demographic Report to include requiring its sub-recipients to analyze participation based on race, ethnicity, gender and disability and require, if under-representation is identified, the development of affirmative marketing and outreach strategies targeting under-represented groups. "Under-representation" is defined for purposes of compliance with this Agreement as a participation rate in any funded activity wherein the participation rate by a particular minority group is less than that minority's representation among the general population of the County.

(2) Within 90 days from the effective date of this Agreement, the Recipient shall develop a written policy to conduct an analysis, at least on an annual basis, of the rates of participation by minority racial and ethnic groups, persons with disabilities, and female-headed householders in CDBG funded housing activities and public service programs. The analysis shall include identifying potential causes of any under-participation and devising remedies to overcome

any under-participation, including affirmative outreach to those groups least likely to apply to funded programs and activities.

(3) Within 180 days from the effective date of this Agreement, and consistent with Department's "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" dated January 22, 2007 (attachment 1), the Recipient shall conduct a survey of the special needs of persons with Limited English Proficiency, particularly among its Asian and Hispanic populations, and develop a Language Assistance Plan to ensure viable and effective outreach and communication to these two groups, as a means of increasing their participation in affordable housing programs and public service activities.

(4) Within 180 days from the effective date of this Agreement, the Recipient shall provide to HUD in accordance with paragraph IV, below, a copy of its revised instructions to the CDBG Demographic Report; a copy of its written policy; and a copy of its survey of persons with Limited English Proficiency and Language Assistance Plan.

(5) On an annual basis for five years from the effective date of this Agreement, the Recipient shall provide to HUD in accordance with paragraph IV, below, a copy of the affirmative marketing plans for any newly developed, constructed and/or assisted housing developments receiving CDBG and HOME funding.

D. Communications Policy (24 CFR §8.6)

(1) Within 90 days from the effective date of this Agreement, the Recipient shall develop a written policy for internal use and applicable to all CDBG supported or assisted programs and activities to assure that all written materials related to its administration of CDBG-funded activities and programs contain contact information to include either a Telecommunication Device for the Deaf (TDD) number or the number for the California Relay System. The policy shall provide for a monitoring mechanism to assure that all sub-recipients comply with it.

(2) Within 120 days from the effective date of this Agreement, the Recipient shall provide a copy of its policy to HUD in accordance with paragraph IV, below.

E. Affirmatively Furthering Fair Housing (AFFH) (24 CFR §§1.4 and 6.4)

(1) Within 150 days of the effective date of this Agreement, the Recipient shall complete an Analysis of Impediments to Fair Housing Choice (AI) using HUD's Fair Housing Planning Guide as a reference, submit a copy of its draft AI to HUD in accordance with paragraph IV, below, and provide HUD a

minimum of 30 days to review the draft AI before issuing the AI in final form.

(2) The AI shall:

(a) include participation and input of racial and ethnic minority citizens and person with disabilities throughout the public planning process;
(b) be used in the 2010-2014 Consolidated Plan to address AFFH;
(c) commit to collecting data and undertaking actions necessary to facilitate the implementation of this Agreement; and
(d) identify and analyze,
1. the impediments to fair housing within its jurisdiction, including those based on race and ethnicity and municipal resistance to the development of affordable housing and those impediments identified by the Department during the course of its compliance review, which form attachment 2;
2. the causes of lower racial and ethnic minority residency in the County relative to adjacent counties; and,
3. the actions the Recipient will take to address those impediments.

(3) As part of its obligations to AFFH, the Recipient shall:

(a) directly or by contracting with a non-profit agency solicit input from community leaders, public interest groups, and others during the CDBG planning cycle;
(b) directly or by contracting with a non-profit agency advertise to community members their rights to fair housing and to redress allegations of housing discrimination, including that complaints may be filed with HUD, a state government agency or any local fair housing agency;
(c) directly or by contracting with a non-profit agency refer housing discrimination complaints and any inquiries about possible violations of fair housing laws to HUD, a state government agency or any local fair housing agency;
(d) implement actions to address impediments to the development of affordable housing as identified in the AI;
(e) directly or by contracting with a non-profit agency educate realtors, condominium and cooperative boards, and landlords with respect to fair housing requirements;
(f) as a supplement to the AI, assess whether a pattern in the past ten years or more exists in the development of CDBG and HOME affordable housing that perpetuates segregation of racial and/or ethnic minority groups and if such a pattern exists,
1. take actions as necessary to promote, overcome barriers to, and cause the development of new units of affordable rental and homeownership housing outside of areas of minority concentration in the County, and to report specific actions and accomplishments in its Annual Plan and

CAPER reports (for purposes of this Agreement, "areas of minority concentration" (also known as racially/ethnically-impacted areas) is any neighborhood in which: (i) the percentage of households in a particular racial or ethnic minority group is at least 20 percentage points higher than the percentage of that minority group for the County of Marin; (ii) the neighborhood's total percentage of minority persons is at least 20 percentage points higher than the total percentage of all minorities for the County as a whole, or (iii) the neighborhood's total percentage of minority persons exceeds 50% of its population);

(g) make reasonable efforts to collect and maintain race, ethnicity, gender, and disability data of residents of any affordable housing (defined as those housing units subject to local government restrictions on household income), including single-family housing units, developed and constructed after the adoption of the Agreement with or without federal financial assistance; analyze the data to determine if there are any under-representations of any racial and ethnic groups and/or persons with disabilities; and if, overall, any under-representations exist,

1. take specific forms of affirmative action to promote interest in residency in the County by under-represented racial and ethnic groups or persons with disabilities, especially those living in adjacent counties and those who commute into the County for work, educational, social or recreational opportunities. Specific actions may include:
   a. encouraging the inclusion of provisions within all funding contracts or funding agreements between the County and housing developers, whether or not any forms of federal funding will be directed to these new affordable housing developments, that the developers undertake affirmative marketing to promote greater interest in such housing by members of any under-represented racial and ethnic groups, and persons with disabilities;
   b. undertaking actions that would lead to the County's Board of Supervisors declaring that it is the policy of the County to encourage private developers of affordable housing units to undertake analysis of expected participation rates, and to affirmatively market to those protected classes including racial or ethnic minorities, persons with disabilities, and female-headed households who have been identified through such analysis as least likely to apply;
   c. promoting a collaborative relationship between county officials and agencies involved in the development of affordable housing, and private developers of affordable housing, with the goal of ensuring that both CDBG/HOME-funded and non-funded affordable housing in the County will be affirmatively marketed to protected classes least likely to apply; and
   d. giving priority to future funding of CDBG or HOME funds to those activities, affordable housing development or preservation, and

community services projects and activities, that will address impediments identified in the County's AI;

(h) directly or by contracting with a non-profit agency provide comprehensive information that is readily available to the public, including through community-based organizations and the County's website, on rental and homeownership housing programs and affordable housing projects funded by CDBG and HOME as well as those developed by the Housing Authority of the County of Marin and privately through other incentive programs of the County. The information shall include, but not be limited to:
1. identification of affordable housing developments and those under construction in the County, and their locations, and
2. identification of homebuyer counseling and down payment assistance programs.

(4) On an annual basis for five years from the effective date of this Agreement, the Recipient shall provide to HUD a report on actions taken to promote, overcome barriers to, and cause the development of affordable rental and homeownership housing into non-racially/ethnically-impacted areas of the County.

(5) The Recipient certifies by signing this Agreement that future updates to its AI occur in conjunction with 5-Year Consolidated Planning Cycle, commencing with the 2015-2019 plan.

F. Program Accessibility and Site Accessibility (24 CFR §§8.20 and 8.21)

Within 180 days from the effective date of this Agreement, the Recipient shall certify that all facilities, associated with the administration of CDBG funds during the citizen participation process and the review of CDBG-related documents prior to public meetings, to the maximum extent feasible, are fully accessible to people with disabilities and in compliance with the California Building Standards Code, ADA Accessibility Guidelines or the Uniform Federal Accessibility Standards.

CONCERNS

G. Citizen Participation (24 CFR §§1.4, 6.4 and 8.4)

(1) Within 120 days from the effective date of this Agreement, the Recipient shall:

(a) take steps to ensure future notices of public hearings, particularly handouts or flyers, will display information necessary for persons to obtain or view records, e.g. Consolidated Plan, CAPERs, and Annual Action Plans, pertinent to the use of CDBG funds; will inform persons

with vision impairments of the availability of those records in alternate formats, upon request; and will include, for persons with hearing impairments, a telephone contact number of the person responsible for receiving requests for the provision of reasonable accommodations during the CDBG citizen participation process;

(b) revise its Citizens Participation Plan to specify how reasonable notice and opportunity for public comment will be provided with respect to the reprogramming of CDBG funds and that the noticing of public hearings and the comment period shall not be a period less than 30 days of the hearing; and

(c) submit to HUD in accordance with paragraph IV, below, a copy of its revised Citizens Participation Plan.

H. Citizen Participation and Persons with Limited English Proficiency (LEP) (24 CFR §§1.4 and 6.4)

(1) Within 210 days from the effective date of this Agreement, the Recipient will:

(a) undertake and complete a four factor analysis of LEP needs, pursuant to the Department's "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" dated January 22, 2007, to determine if a need for expanded services to LEP populations in its jurisdiction is warranted;

(b) develop a written Language Assistance Plan and modify its outreach plan in part A of this Agreement to notify persons with LEP of pubic hearings and of the review and comment periods for the administration of the CDBG program, if the four-factor analysis identifies a need for additional efforts; and

(c) submit to HUD in accordance with paragraph IV below, a summary of the results of its four-factor analysis and a copy of its Language Assistance Plan, if required pursuant to its four-factor analysis.

I. Methods of Administration (24 CFR§§1.4, 6.4 and 8.4)

Within 150 days from the effective date of this Agreement, the Recipient shall develop and implement a procedure for evaluating sub-recipient applications for funding. The procedure shall include, but will not be limited to, evaluating the nexus between the proposed activity or program and the priority housing, community and service needs as identified in pertinent planning area documents, reports and studies, e.g. the Analysis of Impediments to Fair Housing Choice. The Recipient shall not be required to use a point ranking system as part of the procedure. The Recipient will provide to HUD in accordance with paragraph IV, below, a copy of its procedure.

J. Monitoring Sub-recipients (24 CFR §§1.4, 6.4 and 8.4)

(1) Within 180 days from the effective date of this Agreement, the Recipient shall:

(a) take steps to ensure compliance with its own policy of conducting risk assessments for sub-recipients and performing on-site monitoring of sub-recipients deemed to be high risk;

(b) revise its sub-recipient Monitoring Report form to include the gathering of information to assist in assessing compliance with civil rights laws. The Recipient shall establish monitoring procedures for the routine review of civil rights related records, including the collection and maintenance of accurate race, ethnicity, gender and disability characteristics of applicants and participants or beneficiaries; records pertaining to the analysis conducted to determine if particular groups were under-represented as beneficiaries; and records of affirmative marketing and outreach conducted to address the identified under-representations; and

(c) provide to HUD in accordance with paragraph IV, below, a copy of its revised sub-recipient Monitoring Report form and monitoring procedures.

K. Program and Physical Accessibility of Funded Programs and Activities (24 CFR §§8.21 and 8.32)

Within 90 days from the effective date of this Agreement, the Recipient shall certify that the curb cuts completed for the city of San Rafael project in program year 2008 and the accessible routes at Pickleweed Park are in compliance with the California Building Standards Code, ADA Accessibility Guidelines (ADAAG) or the Uniform Federal Accessibility Standards (UFAS).

L. Development or Modernization of Accessible Housing Units (24 CFR §8.20)

(1) Within 120 days from the effective date of this Agreement, the Recipient shall:

(a) establish a written procedure to collect and maintain the number of UFAS or (ADAAG) compliant accessible units created or modified as a result of receiving CDBG or HOME funding for affordable housing programs or activities;

(b) gather and maintain data, for each program year of the 2005-2009 Consolidated Plan, on the number of UFAS or ADAAG compliant accessible units created or modified as a result of receiving CDBG or HOME funds;

(c) submit to HUD in accordance with paragraph IV, below, a copy of its written procedure and the data on the number of accessible units created or modified in program years 2005-2009; and

(d) provide to HUD a report on the number of accessible units created or modified during the program year.

IV. SUBMISSION OF REPORTS AND DOCUMENTATION

A. All reports, certifications and other documents identified for submission to HUD in the preceding sections are to be submitted to the following address:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity, Region IX
Attn: Chuck Hauptman, Regional Director
600 Harrison St., 3rd Floor
San Francisco, CA 94107

B. Pursuant to the provisions set forth in paragraph III above, Recipient agrees to make reports to HUD-FHEO, in accordance with the timeframes established, above.

C. For monitoring reports the Recipient obligates itself to make to the Department pursuant to the provisions of paragraph III of this Agreement, the Department will grant to the Recipient, for good cause, extensions of up to 30 days upon telephonic request of the Recipient. If for good cause the Recipient believes that it will be unable to complete activities or submit monitoring reports even with a 30-day extension, then the Recipient shall submit to the Department a written justification for such delays, setting forth the activities that it has taken to comply, identifying the reasons that the Recipient will not be able to comply pursuant to the timeframes established in the Agreement, and proposing a revised deadline for completion or submission. The Department has sole discretion to make determinations as to whether the Recipient has shown good faith in complying with the terms of this Agreement, and determining whether requests for extension are justified.

V. EFFECTIVE DATE AND DURATION

A. The effective date of this Agreement is the date of the last signature on the signature page. This Agreement shall remain in effect for a five year period following the date of execution, unless the Department determines that the Agreement must be revised or extended based on its review of the County's performance under the Agreement and notifies the County to this effect prior to the expiration date.

B. Failure to carry out the terms of this Agreement may result in suspension or termination of or refusal to grant or to continue Federal financial assistance, or other actions authorized by law.

C. This Agreement may be modified or amended only by written agreement, executed by all parties. Waiver of any one provision of this agreement shall not be deemed to be a waiver of any other provision.

SIGNATURE PAGE
HUD SECTION 109, TITLE VI, AND SECTION 504
COMPLIANCE REVIEW

This agreement for voluntary compliance with Section 109, Title VI, and Section 504, consisting of twelve (12) pages, is entered into by the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, and the County of Marin, California.

Judy Arnold

Judy Arnold, President, Board of Supervisors
County of Marin

11/30/10
Date

Charles E. Hauptman

Charles E. Hauptman, Director, Office of Fair
Housing and Equal Opportunity, San Francisco HUB

12/22/2010
Date

Attachments:
(1) "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", dated January 22, 2007.
(2) List of prospective impediments identified by the Department during the course of this compliance review.

APPROVED AS TO FORM:

Marin County Counsel

Date: 11/19/10