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## I. INTRODUCTION

The City of Los Angeles (the City) is a recipient of Federal financial assistance from the United States Housing and Urban Department (the "Department"). The City allocated to the Community Redevelopment Agency of the City of Los Angeles ("Former Agency") Federal financial assistance, including, Economic Development Initiative (EDI) Grants, Community Development Block Grants (CDBG), HOME Program funds, and Section 108 Loans through various agreements including Cooperation Agreements and Loan Agreements for the projects listed in Attachment A (the "Federally-funded Housing Developments"). The Former Agency entered into Owner Participation Agreements or other agreements with developers for the use of said Federal funds. Records reflect that since 1997 the Former Agency received Federal financial assistance from the City that funded, approximately 2001 units of housing. (See Attachment A for a listing of the housing units by project.)

At all times pertinent, as sub-recipient grantee, the Former Agency was required to comply with Federal statutes and regulations as said statutes and regulations applied to the Federally-funded Housing Developments. *See also* the Department's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53. These Federal statutes and regulations include Section 504 of the Rehabilitation Act of 1973 (Section 504)<sup>1</sup>; Title II of the Americans with Disabilities Act of 1990 (ADA)<sup>2</sup>; the Fair Housing Act of 1968, as amended (Fair Housing Act)<sup>3</sup>; the Architectural Barriers Act of 1968<sup>4</sup>; Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)<sup>5</sup> and the respective implementing regulations for each Act.

During the weeks of September 19, October 24, and December 5, 2011, the Department conducted an on-site compliance review of the Former Agency's compliance with Section 504 and Title II of the ADA. This review focused on developments funded with HOME, HOPWA, and Section 108 Loan funds and included physical site surveys of eleven (11) properties, including the common areas, and thirty-one (31) Section 504 designated accessible units. The Department also examined the policies and procedures in the developments, including but not limited to: tenant selection and assignment; transfer; reasonable accommodations; and maintenance services. The Department surveyed designated Uniform Federal Accessibility Standards (UFAS) dwelling units and related common areas. The Department's review also incorporated a sample inspection of the developments' tenant files, transfer files, grievance files, reasonable accommodation requests, eviction files, and records of application. Additionally, the Department reviewed the Former Agency's current policies and procedures, including its monitoring of Federally-funded developments, for compliance with UFAS standards, and conducted interviews with key employees of the Former Agency and the surveyed developments.

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<sup>1</sup> 29 U.S.C. § 794; 24 C.F.R. Part 8.

<sup>2</sup> 42 U.S.C. §§ 12101 *et seq.*; 28 C.F.R. Part 35.

<sup>3</sup> 42 U.S.C. §§ 3601-20; 24 C.F.R. Parts 100, 103, 108, 110, and 121.

<sup>4</sup> 42 U.S.C. §§ 4151-4157

<sup>5</sup> 42 U.S.C. §§ 5301 *et seq.*; 24 C.F.R. §§ 570.601 and 570.602

The Department's review revealed what it believed to be deficiencies related to the physical accessibility of the common areas and individual housing units, as well as deficiencies in current policies and procedures. On January 12, 2012, the Department issued its Letter of Findings ("LOF") of non-compliance with Section 504 and Title II of the ADA. The CRA/LA disputes and does not admit the findings in the LOF. However, notwithstanding the CRA/LA's position, the CRA/LA intends to work cooperatively with the Department pursuant to the terms of this Agreement to resolve the issues identified in the LOF.

As of February 1, 2012, the Former Agency was dissolved pursuant to California Health & Safety Code Section 34172. In accordance with California Health & Safety Code Section 34173(d)(3), CRA/LA, a Designated Local Authority, ("CRA/LA") was formed to serve as the successor agency of the Former Agency under California Health & Safety Code Section 34173(d)(3). As the successor-in-interest to the Former Agency, CRA/LA is charged with winding down the affairs of the Former Agency, including implementing enforceable obligations of the Former Agency, as defined in California Health & Safety Code Section 34171(d). In accordance with California Health & Safety Code Section 34175(b), all property and assets of the Former Agency were transferred to CRA/LA as were all of the Former Agency's rights, duties, and obligations.

In accordance with California Health & Safety Code Section 34176(a)(1), the City has elected to serve as the successor housing agency by assuming the housing assets and functions of the Former Agency. Following approval of the City of the Housing Asset Transfer Agreement; approval of the Oversight Board of the transfer of Former Agency's housing assets to the City and DOF approval of the list of housing assets, the CRA/LA transferred the Former Agency's housing assets to the City, acting as the successor housing agency, effective as of May 1, 2013. For the limited purposes of facilitating the retrofitting of the Federally Funded Housing Developments listed in Attachment A, the City intends to enter into an agreement with CRA/LA pursuant to which the City will make a limited assignment to CRA/LA of the City's interest in the Federally Funded Housing Developments to allow CRA/LA to directly work with project owners to perform any required retrofitting in the Development.

**This Agreement to Voluntary Compliance Agreement to Retrofit Twenty-Two Federally-funded Housing Developments ("Agreement ") does not constitute an admission or acceptance by the CRA/LA of the findings contained in the Department's LOF.** Rather, CRA/LA has entered into to this Agreement to fulfill its obligations to expeditiously wind down the affairs of the Former Agency. The CRA/LA has concluded that working cooperatively with the Department to resolve issues identified in the LOF that are related to the Former Agency will allow for a quicker resolution to any potential disputes with the Department and will be in the best interest of the affected taxing entities.

## II. DEFINITIONS

Accessible - When used with respect to the design, construction or alteration of housing projects and non-housing components, "accessible" means that the project, program or portion of the project when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A project that is designed, constructed, altered or

adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. §§ 8.3, 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards) for buildings constructed or altered on or after March 15, 2012, Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible.

Accessible Route - A continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32; 28 C.F.R. § 35.151; and UFAS § 4.3. (See also definitions of "Dwelling Unit" and "Non-Housing Components").

Agreement - This Voluntary Compliance Agreement to Retrofit Twenty-Two Federally-Funded Housing Developments entered into by and between CRA/LA, a Designated Local Authority and the U.S Department of Housing and Urban Development.

Alterations - Any change in a facility or its permanent fixtures or equipment, including remodeling, renovation, rehabilitation, reconstruction, changes or rearrangement in structural parts and extraordinary repairs. See 24 C.F.R. § 8.3 and 8.23.

Auxiliary Aids - Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, projects or activities receiving Federal financial assistance. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the length and complexity of the communication involved. See 24 C.F.R. § 8.3.

Days - Wherever referenced in this Agreement, "days" shall mean calendar days.

Department - The United States Department of Housing and Urban Development.

Development - The whole of one or more residential structures and appurtenant structures, equipment, roads, walks and parking lots, each designated as one of the Federally-Funded Housing Developments.

Dwelling Unit/Housing Unit - A single unit of residence that provides a kitchen or food preparation area, in addition to rooms and spaces for living, bathing, and sleeping.

Effective Date - The Effective Date of this Agreement is the later of either the date of the last signature in Section VII or the date this Agreement is recognized as valid under California Health and Safety Code Section 34177(l).

Federally-Funded Housing Developments - The twenty-two housing developments identified on Attachment A, each of which received Federal financial assistance. Singularly, each is referred to as a "Development".

Non-Housing Components - All or any portions of buildings, structures, equipment, vehicles, roads, walks, passageways, parking lots, or other real property where the building or structure is located and which was constructed for the purpose of providing or related to multi-family housing. A Non-Housing Component common area includes, but is not limited to, entrances, hallways, elevators, on-site offices, laundry rooms, restrooms, community rooms, and trash

disposal. To the extent that entrances, elevators and common areas provide accessible routes and connect dwelling units and Non-Housing Components, they fall within the provisions of this Agreement.

Non-Housing Accessibility Plan - See Paragraph IV(D)(l) of the Agreement.

Owner – The owner of one or more Federally-Funded Housing Developments.

Person With a Disability - For purposes of this Agreement, a person with a disability is any 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.

Reasonable Accommodation - A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, facility or unit that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing), service or activity.

Structural Impracticability - Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of fifty percent (50%) or more of the value of the element of the building or facility involved or results in a reduction in housing units in the development or the permanent displacement of households currently occupying the units in question. (*See* UFAS § 3.5.)

Transition Plan - This Agreement, along with the UFAS-Accessible Unit Plan and the Non-Housing Component Accessibility Plan serves as the Transition Plan for the CRA/LA.

Total Housing Units - The total number of units in developments that received Federal financial assistance from the Former Agency, the universe of which is identified in Attachment A.

Uniform Federal Accessibility Standards (UFAS) - The standards for the design, construction or alteration of buildings to ensure that they are readily accessible to and usable by individuals with disabilities. *See* 24 C.F.R. § 40. Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the UFAS shall be deemed to comply with the requirements of 24 C.F.R.. §§ 8.21, 8.22, 8.23 and 8.25.

UFAS-Accessible Unit - A dwelling unit that is designed, constructed, altered or adapted to comply with UFAS and is located on an Accessible Route, as defined in this Agreement. The unit can be approached, entered and used by persons with disabilities, including individuals who use wheelchairs, and located on an Accessible Route, as defined in this Agreement. The accompanying Non-Housing Components must also be accessible unless the CRA/LA can demonstrate that the structural alterations needed to make the Non-Housing Components accessible are structurally impracticable or would create an undue financial and administrative burden. *See* 24 C.F.R.. § 8.32. A UFAS-Adaptable Unit is also considered a UFAS-Accessible Unit.

UFAS-Accessible Unit Plan - See Paragraph IV(C)(2) of this Agreement.

UFAS-Adaptable Unit - A dwelling unit that is on an Accessible Route, as defined by this Agreement, and is adaptable and otherwise in compliance with the standards set forth in 24 C.F.R. § 8.32 is accessible. Adaptable or adaptability means the ability of certain elements of an otherwise accessible dwelling unit such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability. See 24 C.F.R. §§ 8.3 & 8.32; UFAS §§ 4.34.3-4.34.6.

### **III. GENERAL PROVISIONS**

- A. This Agreement applies to all Federally-funded Housing Developments and related facilities that the Former Agency, owned, controlled, operated, funded or sponsored, the universe of which is identified in Attachment A.
- B. On the Effective Date, this Agreement shall be binding on the CRA/LA and the Department. This Agreement shall remain in effect until the CRA/LA has satisfactorily completed the provisions set forth in this Agreement as determined by the Department, or, five (5) years after the Effective date of this Agreement, whichever is later. The CRA/LA agrees to list the obligations created as a result of this Agreement on each applicable Recognized Obligation Payment Schedule ("ROPS") to be submitted to its Oversight Board and the State Department of Finance. Approval of the Oversight Board and the Department of Finance is a necessary prerequisite to CRA/LA receiving the necessary funding under this Agreement.
- C. This Agreement, including the UFAS-Accessible Unit Plan and the Non-Housing Components Accessibility Plan, will serve as the CRA/LA's Transition Plan with respect to and in compliance with the provisions of programs for persons with disabilities. See 24 C.F.R. §§ 8.21(c)(4), 8.24(d) and 8.25(c).
- D. 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, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- E. This Agreement shall not affect the ability of the CRA/LA to dispute any claim for violation of Section 504, the ADA, the Fair Housing Act, or any other related statute or law relating to fair housing.
- F. This Agreement does not affect the ability of the Department or the CRA/LA to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this Agreement.

- G. Upon the Effective Date, this Agreement becomes a public document. The CRA/LA shall make available a copy of this Agreement to any person for his/her review upon request and in accordance with the law.
- H. The CRA/LA shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with California's Public Records Act, codified at California Government Code Section 6250- 6270. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- I. 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 CRA/LA's obligations, responsibilities, or technical requirements under Section 504, Title II of the ADA, the Architectural Barriers Act, UFAS, and/or the Fair Housing Act conflicts with this Agreement, this Agreement is the controlling document from the Effective Date of this Agreement.
- J. This Agreement does not supersede, or in any manner, change the rights, obligations, and responsibilities of the parties under all court orders, or settlements of other controversies involving compliance with Federal or State civil rights statutes.
- K. This Agreement does not affect any requirements for the CRA/LA to comply with all requirements of Section 504, the ADA and/or the Fair Housing Act not addressed in this Agreement.
- L. The CRA/LA agrees to list funding of personnel to implement this Agreement on its ROPS. The CRA/LA shall hire, appoint, or assign appropriate and sufficient personnel to oversee compliance with the provisions of this Agreement, subject to approval by its Oversight Board and the State Department of Finance.
- M. This Agreement and the requirements herein are controlling in the event that a court orders the CRA/LA to provide a lesser number of UFAS Accessible Units than the requirements stated in this Agreement and the Department is not a party to the litigation.
- N. The CRA/LA will provide all notices, correspondence and/or communications pursuant to this Agreement, in alternate formats, upon request. See 24 C.F.R. § 8.6.
- O. 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; or Director, Region IX, FHEO, or their designee.
- P. This Agreement may be modified by mutual, written agreement of the Department and the CRA/LA, subject, if required, to approval by CRA/LA's Oversight Board and the State Department of Finance. This Paragraph does not limit, however, the Department's authority to enforce Section 504 or any other authority specified in the Agreement.

- Q. If the Department determines that the CRA/LA is not making a good faith effort to fulfill their responsibilities under this Agreement, it may consider there to be a breach of said Agreement and agrees to provide a sixty (60) day written notice to CRA/LA explaining the reasons for the determination and the subsequent action that could be taken by the Department. CRA/LA shall have thirty (30) days to provide a written response to the Department.
- R. For the purpose of this Agreement, if the reporting day falls on a weekend, CRA/LA holiday or non-work day or Federal holiday, the report will be due the first business day after the weekend, non-work day or holiday.

#### **IV. SPECIFIC PROVISIONS**

##### **A. ADMINISTRATOR AND SECTION 504/ADA COORDINATOR**

1. The CRA/LA shall appoint a staff person to act as the Administrator and Section 504/ADA Coordinator during the term of this Agreement.
2. The Administrator/Section 504/ADA Coordinator will be responsible for coordinating all compliance activities under this Agreement, specifically:
  - a. Implementation of the provisions of this Agreement;
  - b. Coordination of the activities of CRA/LA personnel who will assist the Administrator/Section 504/ADA Coordinator in implementing this Agreement;
  - c. Coordinate the CRA/LA's compliance with Section 504, the Department's implementing regulations and with Title II of the ADA and
  - d. Submission of all reports, records, and plans required by this Agreement within the prescribed time frames.
3. The CRA/LA shall commit sufficient resources so that the Administrator/Section 504/ADA Coordinator can successfully accomplish these objectives, subject to Oversight Board and DOF approval.
4. In the event that the Administrator/Section 504/ADA Coordinator resigns or is otherwise terminated prior to the expiration of this Agreement or is assigned other duties, the CRA/LA shall designate another Administrator/Section 504/ADA Coordinator within thirty (30) days of the resignation or termination of the Administrator/Section 504/ADA Coordinator. Upon designation, the CRA/LA CEO shall provide the Department with the name of the individual selected to serve as the Agreement Administrator/Section 504/ADA Coordinator.

##### **B. RESOURCE ALLOCATION**

Subject to the approval of the Oversight Board and the State of California Department of Finance, the CRA/LA will do the following:



1. Set-aside sufficient funding, estimated to be approximately Five Hundred Thousand Dollars (\$500,000) to pay for the HUD-approved consultant(s) who will inspect the properties. These consultants shall specify the physical corrections and complete cost-estimates for each of the properties identified as having deficiencies that must be rectified and corrected to comply pursuant to the Federal statutes and regulations pertaining to handicapped accessibility.
2. Set-aside sufficient funding, estimated not to exceed Twenty Thousand Dollars per unit (or approximately Two Million Eight Hundred Thousand Dollars (\$2,800,000)) to pay for the correction of any deficiencies identified by the consultants, not otherwise paid by the Owner of the Development pursuant to agreements with CRA/LA. CRA/LA will negotiate in good faith with each Owner of a Development to enter into a voluntary agreement under which each Owner will correct any identified deficiency in its respective Development. The agreement with each Owner of a Development will include specific provisions regarding the source of funding for the required work, including any CRA/LA contribution to assist in financing the cost of the work.
3. This Agreement does not release the CRA/LA and oversight boards, from any claims, damages, penalties, issues, assessments, disputes, or demands arising under the Fair Housing Act ("FHA"), 42 U.S.C. §§ 3601-19; the False Claims Act ("FCA"), 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the Housing and Community Development Act ("HCDA"), 42 U.S.C. §§ 5301-5321; or any other statutory, administrative, regulatory, or common law claims, including but not limited to the common law theories of payment by mistake, unjust enrichment, and fraud. Additionally, this Agreement and any payments made in connection with this Agreement cannot be used to offset or reduce any claims, damages, penalties, assessments, or demands arising under the False Claims Act or any other statutory, administrative, regulatory, or common law claims brought on behalf of the United States without the express written consent of the United States.

## **C. HOUSING PROGRAMS**

1. Provision of UFAS-Accessible Units
  - a. Subject to the requirements of the UFAS-Accessible Unit Plan, referenced in Paragraph IV(C)(2), the CRA/LA will notify the Owners of each Development, as identified in Attachment A, that under agreements with the Former Agency, each Owner was required comply with Section 504. CRA/LA shall notify each Owner that it is to construct, convert, or otherwise demonstrate that housing units shall be made UFAS-accessible for persons with mobility impairments and persons with hearing or vision (Sensory) impairments for a total number of UFAS units equaling to at least five percent (5%) of the Project Owner's total housing units in the Development, for persons with Mobility impairments, and an additional two percent (2%) of the Owner's total housing units in the

Development for persons with Sensory impairments. As discussed above, the CRA/LA will negotiate in good faith with the Owners to develop agreements under which the Owner will voluntarily correct any identified deficiency in its respective Development. If the Owner reasonably demonstrates a need for CRA/LA assistance to fund any required repairs or retrofit work, CRA/LA will fund the costs of the work not otherwise paid by the owners of the Development pursuant to agreements with CRA/LA. CRA/LA agrees to request funding on one or more Recognized Obligation Payment Schedule for these agreements. CRA/LA's implementation of this Agreement will be subject to approval of funding pursuant to California Health and Safety Code Section 34177(l).

- b. Pursuant to 24 C.F.R. § 8.26, the UFAS-Accessible Units to be converted or completed pursuant to this Agreement shall be subject to reasonable health and safety requirements and to the maximum extent feasible:
  - i. Distributed throughout the Developments identified in Attachment A; and
  - ii. Available in a sufficient range of sizes and amenities so that a qualified individual with disabilities' choice of living arrangements is, as a whole in each Development, comparable to that of other persons eligible for housing in the same project, including the same proportion of affordable units by bedroom size in the same development.
- c. A unit shall not be considered a UFAS-Accessible Unit until:
  - i. The routes to the unit, laundry room, offices of the facility, exits from the facility and common spaces are accessible;
  - ii. The non-housing component serving that unit are made accessible to individuals with disabilities;
  - iii. The CRA/LA has submitted or caused to be submitted a third-party certification with the Department that the UFAS-Accessible Unit and non-housing components serving that unit comply with the requirements of UFAS, and where applicable, the ADA Accessibility Guidelines for buildings constructed or altered on or after March 15, 2012; and
  - iv. The Department has provided written acknowledgement that the relevant requirements under this paragraph have been met.
- d. UFAS Unit production rate or confirmation of existence shall be as follows:
  - i. CRA/LA's inventory of one-hundred (100) UFAS Mobility Units and an additional forty (40) UFAS Sensory Units, no later than May 15, 2015.
  - ii. The CRA/LA must determine and inform the Department in writing by May 15, 2015 if it cannot construct or convert portions of the existing designated accessible units due to structural impracticability and/or an undue financial

and administrative burden. CRA/LA shall identify such units and inform the Department the basis upon which CRA/LA considered it infeasible to make the identified units accessible.

## **2. UFAS-Accessible Unit Plan**

Within one hundred twenty (120) days after HUD approval of the survey form, CRA/LA will work with Owners to develop and submit for the Department's approval the UFAS-Accessible Unit Plan for the Developments identified on Attachment A. The CRA/LA and the Department shall agree upon the appropriate code requirements applicable to each UFAS Unit. The CRA/LA shall not proceed with any of the activities in the UFAS-Accessible Unit Plan until the Department has given its approval. CRA/LA shall make a good faith effort to complete or caused to be completed the work identified in the UFAS-Accessibility Plan within eighteen (18) months of HUD's approval of the UFAS-Accessibility Plan.

## **3. Third-Party Certification of UFAS-Accessible Units**

- a. Within sixty (60) days after the Effective Date of this Agreement, the CRA/LA will submit the name, qualifications and experience of an independent third-party architectural and/or engineering firm with experience with accessibility with whom the CRA/LA proposes to contract to review and certify that the units constructed or converted pursuant to Paragraph IV(C)(1)(d) meet the requirements of UFAS and, if applicable, the ADA. The selection of the third-party firm is subject to HUD approval.
- b. The independent third-party architectural and/or engineering firm selected to review and certify the modifications made pursuant to this Agreement shall:
  - i. Submit documentation to verify that the firm maintains errors and omissions liability insurance and document that the firm's principal will certify all firm findings made pursuant to this Agreement; and
  - ii. Be independent of any third-party architectural and/or engineering firm/entity that develops the plans/drawings/blueprints for the new construction and/or modifications made pursuant to the CRA/LA's UFAS-Accessible Unit Plan and the Non-Housing Program Accessibility Plan. CRA/LA intends that the Owners will hire the architects and contractors to correct the deficiencies identified by the CRA/LA consultants.
- c. HUD will make a good faith effort to approve or disapprove the selected firm within 30 days following the CRA/LA's submission of the firm.
- d. CRA/LA will make a good faith effort to negotiate and execute a contract for services with the approved firm within 30 days of HUD's approval.

- e. The CRA/LA will submit for the Department's approval the survey instrument to be used by the third-party architectural and/or engineering firm within thirty (30) days after execution of the contract with the third-party; the Department will provide its approval, or comments, within fifteen (15) days after receipt. If the Department does not approve the third-party survey instrument, the CRA/LA will have fifteen (15) days to submit a revised survey instrument for the Department's review. If the Department does not approve the third-party revised survey instrument, the Department will provide a UFAS survey instrument to the third-party.
- f. The CRA/LA will submit the third-party Certification Report (Certification Report) reflecting the third-party's review of the UFAS-Accessible Units and accessibility of related Non-Housing Components, for all modifications made during the previous reporting period.
- g. Within thirty (30) days after receipt of the third-party's Certification Report, the Department will either accept or respond with specific remediation proposals to cure identified deficiencies. If the Department does not accept all or any portion of the third-party's Certification Report, the Department's response shall include reason(s) for such disapproval and provide specific remediation proposals to cure the identified deficiencies.
- h. The Certification Report shall document and include, for each UFAS-Accessible Unit, each accompanying Non-Housing Program at each property:
  - i. A copy of the complete, written survey instrument used. The completed survey instrument will include each compliant and non-compliant measurement;
  - ii. A form, signed by the third-party's principal that certifies compliance with UFAS.
- i. The Department reserves the right to conduct periodic on-site reviews of the completed UFAS-Accessible Units and common areas to ensure compliance, and to accompany the third-party architectural and/or engineering firm/entity during the on-site certification inspections.

#### **D. NON-HOUSING COMPONENTS ACCESSIBILITY PLAN**

- 1. Non-Housing Component Accessibility Plan: Within one hundred twenty (120) days after HUD approval of the final survey, CRA/LA will work with Owners to develop and submit for the Department's approval the Non-Housing Component Accessibility Plan for the Federally-Funded Housing Developments identified on Attachment A that operate a Non-Housing Program. The Non-Housing Component Accessibility Plan will ensure that the Federally-Funded Housing Developments' Non-Housing Components are accessible to persons with disabilities within the meaning of 24 C.F.R. § 8.21.

2. If the CRA/LA determines that accessibility to Non-Housing Components cannot be achieved in a particular circumstance due to structural impracticability and/or an undue financial and administrative burden, the CRA/LA will provide detailed information supporting its determination.

## **E. AUDITS AND UNIT UTILIZATION PLAN**

### **1. Inventory Audit**

The CRA/LA will work with Owners to identify the 100 designated UFAS-Mobility accessible units (5%) that it had or should have designated as "UFAS Accessible". The CRA/LA will also identify the 40 designated UFAS-Sensory accessible units (2%) that it had or should have designated as "UFAS Accessible". Subject to funding approval pursuant to California Health and Safety Code Section 34177(l), CRA/LA will utilize the services of an independent third-party architectural and/or engineering firm with experience with accessibility requirements to conduct a random sampling review of its designated accessible units and certify that the units meet the UFAS and transmit the information to HUD, for review and comment within one hundred twenty (120) days after the HUD approval of the third party's survey form pursuant to Section IV.C.3(e) above.

### **2. Occupancy Audit**

Subject to funding approval pursuant to California Health and Safety Code Section 34177(l), concurrently with the submittal of the Inventory Audit, CRA/LA will work with Owners to conduct and submit to the Department an audit of the occupancy of the UFAS-Accessible Units in each of the Developments. The Occupancy Audit shall include the following information:

- a. A list of each UFAS-Accessible Unit, by Development, unit address and bedroom size, occupied by a resident who does not require the accessibility features of the unit;
- b. A list of each vacant UFAS-Accessible Unit; and
- c. For each occupant who does not require the features of a UFAS-Accessible Unit; whether the resident executed a lease addendum requiring relocation upon notice by the Development that there is an applicant or resident who requires the features in the unit; and, if applicable, a description of the reasons for the resident's continued occupancy.

### **3. Transfer Audit**

Subject to funding approval pursuant to California Health and Safety Code Section 34177(l), concurrently with the submittal of the Inventory Audit, CRA/LA will work with Owners to conduct and submit to the Department an audit of the current residents who have requested a transfer to another unit due to their disability. For each resident with mobility disabilities on the Transfer list who requires the features of an UFAS-Accessible Unit, the CRA/LA shall provide to the Department:

- a. The resident's name, address and name of development;
- b. The required bedroom size; and
- c. The date of the transfer request.

#### **4. Waiting List Audit**

Subject to funding approval pursuant to California Health and Safety Code Section 34177(l), concurrently with the submittal of the Inventory Audit, CRA/LA will work with Owners to conduct and submit to the Department an audit of the waiting list for each multi-family development on Attachment A. The Waiting List Audit will analyze, by date of application, applicants with mobility disabilities who requested a UFAS-Accessible Unit. If the application form did not solicit the information needed to make this determination, the development shall contact everyone on the waiting list to determine if that applicant needs the features of a UFAS-Accessible Unit. The Waiting List Audit shall provide a list of all applicants on the waiting list or by follow-up question who needs a UFAS-Accessible Unit 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 of the need for a UFAS-Accessible Unit; any reasonable accommodation offer(s) made to the applicant;
- e. If applicable, the date the resident reached the top of the waiting list and an accessible unit was not available; and
- f. Any reasonable accommodation requested by the applicant.

#### **F. PUBLICATION AND NOTICE**

1. Within sixty (60) days after the Effective Date of this Agreement, the CRA/LA shall distribute a letter or electronic mail to all of the Owners of the Developments listed on Attachment A. This letter will provide a description of CRA/LA's and the Owner's 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 to provide and pay for reasonable accommodation(s) to persons with disabilities.
2. The CRA/LA shall maintain a signed and dated acknowledgement of receipt from the management of each of the Developments verifying the receipt of the above letter.

## **V. RECORDKEEPING REQUIREMENT**

During the term of this Agreement, the CRA/LA shall maintain all records necessary to verify compliance with this Agreement, including records related to UFAS-unit production, UFAS-Accessible Unit utilization, reasonable accommodation requests, transfer requests, lease addenda, and employee training. In the event the CRA/LA winds up its affairs during the term of this Agreement, the CRA/LA shall work with the Department to agree upon a transition plan for any on-going record maintenance.

## **VI. MONITORING AND EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT**

- A. The Department will monitor the CRA/LA's implementation of this Agreement. During the first year after the Effective Date of this Agreement, the Department the CRA/LA will meet at least quarterly to discuss the progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, the Department may, after providing notice to the Administrator and Section 504/ADA Coordinator and/or other appropriate CRA/LA personnel, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. In the event that the CRA/LA fails to comply in a timely fashion with any requirements of this Agreement which is not the result of a failure to obtain funding and approval from the Oversight Board or State Department of Finance pursuant to the California Health and Safety Code, the Department may refer this Agreement to the Attorney General of the U.S. Department of Justice for enforcement.
- C. Failure by the Department to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, the Department's failure to enforce this entire Agreement or any provision thereof shall not be construed as a release of the CRA/LA from any obligation incurred under this Agreement.
- D. 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 CRA/LA with a written statement within thirty (30) days following such finding, specifying the facts of the alleged noncompliance and will provide a reasonable opportunity to cure the finding, demonstrate that the provisions of this agreement that are the subject of the noncompliance findings have been addressed satisfactorily or that the finding of noncompliance is incorrect. If the CRA/LA do not respond in a timely or sufficient manner to the opportunity for cure, 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 CRA/LA may appeal to the Department's Headquarters, Office of Fair Housing and Equal Opportunity, for

resolution of the dispute(s). The Department may take any of the following actions for noncompliance:

1. Any material act(s) or omission(s) that constitute a violation of the terms of this Agreement so serious as to affect the integrity of an agency project, such as (1) a willful failure to perform in accordance with the terms of this Agreement; or (2) a willful violation of a statutory or regulatory provision or requirement applicable to this Agreement, may result in debarment as set forth at 24 C.F.R. § 24.800; suspension, as set forth at 24 C.F.R. § 24.700; or limited denial of participation, as set forth at 24 C.F.R. § 24.1100;
  2. Any act(s) or omission(s) that violates the terms of this Agreement may serve as basis for the Department to direct the CRA/LA to take corrective action, as set forth in 24 C. F.R. §968.335(d)(5).
  3. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
  4. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.
  5. as grounds for the United States to pursue an action in federal court for failure to comply with Section 504, the ADA, or other appropriate statutory or regulatory authority.
- E. The options set forth in this Section VI are not mutually exclusive, and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

## **VII. APPROVAL PROCESS**

Because this Agreement requires payments to be made by CRA/LA to identify and complete necessary modifications to make accessible identified housing units, this Agreement is subject to the confirmation by the CRA/LA's Oversight Board and the State of California Department of Finance ("DOF") that the Agreement constitutes an Enforceable Obligation, as defined by the Section 34171(d)(1) of the California Health and Safety Code. Payments required under this Agreement are required to be included in the CRA/LA's semi-annual Recognized Obligation Payment Schedule ("ROPS"). CRA/LA anticipates placing the costs of any required rehabilitation costs on multiple ROPS covering an eighteen (18) to twenty-four (24) period. Failure of the Oversight Board or DOF to approve the Agreement costs on a ROPS will be deemed by HUD as CRA/LA's declination to enter voluntarily and fully into an agreement to resolve the concerns identified therein and in the Letter of Findings and that enforcement action to compel involuntary compliance will immediately be initiated by HUD pursuant to the provisions of 24 CFR Part 180, et seq.



## VIII. SIGNATURES

For the CRA/LA:

**CRA/LA, A DESIGNATED LOCAL AUTHORITY, a  
public body formed under Health & Safety Code  
Section 34173(d)(3), as successor to The Community  
Redevelopment Agency of the City of Los Angeles**

By: \_\_\_\_\_



**Steve Valenzuela  
Chief Executive Officer**

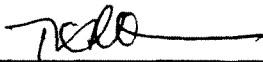
Date: \_\_\_\_\_

**SEP 12 2014**

**APPROVED AS TO FORM:**

**GOLDFARB & LIPMAN LLP**

By: \_\_\_\_\_



**Thomas Webber  
CRA/LA Special Counsel**

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

**By:** \_\_\_\_\_

**Sara K. Pratt**  
**Deputy Assistant Secretary for Enforcement and Programs**  
**Office of Fair Housing and Equal Opportunity**

**Date:** \_\_\_\_\_

**ATTACHMENT A****LIST OF FEDERALLY FUNDED MULTI-FAMILY DEVELOPMENTS (1997-2012)****AS OF 03/27/13**

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

UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

VOLUNTARY COMPLIANCE AGREEMENT  
TO RETROFIT TWENTY-TWO  
FEDERALLY FUNDED HOUSING DEVELOPMENTS  
BETWEEN  
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
AND  
CRA/LA, A DESIGNATED LOCAL AUTHORITY

Case Numbers 09-11-ROOS-4 and 09-11-ROOS-D

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## I. INTRODUCTION

The City of Los Angeles (the City) is a recipient of Federal financial assistance from the United States Housing and Urban Department (the "Department"). The City allocated to the Community Redevelopment Agency of the City of Los Angeles ("Former Agency") Federal financial assistance, including, Economic Development Initiative (EDI) Grants, Community Development Block Grants (CDBG), HOME Program funds, and Section 108 Loans through various agreements including Cooperation Agreements and Loan Agreements for the projects listed in Attachment A (the "Federally-funded Housing Developments"). The Former Agency entered into Owner Participation Agreements or other agreements with developers for the use of said Federal funds. Records reflect that since 1997 the Former Agency received Federal financial assistance from the City that funded, approximately 2001 units of housing. (See Attachment A for a listing of the housing units by project.)

At all times pertinent, as sub-recipient grantee, the Former Agency was required to comply with Federal statutes and regulations as said statutes and regulations applied to the Federally-funded Housing Developments. *See also* the Department's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53. These Federal statutes and regulations include Section 504 of the Rehabilitation Act of 1973 (Section 504)<sup>1</sup>; Title II of the Americans with Disabilities Act of 1990 (ADA)<sup>2</sup>; the Fair Housing Act of 1968, as amended (Fair Housing Act)<sup>3</sup>; the Architectural Barriers Act of 1968<sup>4</sup>; Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)<sup>5</sup> and the respective implementing regulations for each Act.

During the weeks of September 19, October 24, and December 5, 2011, the Department conducted an on-site compliance review of the Former Agency's compliance with Section 504 and Title II of the ADA. This review focused on developments funded with HOME, HOPWA, and Section 108 Loan funds and included physical site surveys of eleven (11) properties, including the common areas, and thirty-one (31) Section 504 designated accessible units. The Department also examined the policies and procedures in the developments, including but not limited to: tenant selection and assignment; transfer; reasonable accommodations; and maintenance services. The Department surveyed designated Uniform Federal Accessibility Standards (UFAS) dwelling units and related common areas. The Department's review also incorporated a sample inspection of the developments' tenant files, transfer files, grievance files, reasonable accommodation requests, eviction files, and records of application. Additionally, the Department reviewed the Former Agency's current policies and procedures, including its monitoring of Federally-funded developments, for compliance with UFAS standards, and conducted interviews with key employees of the Former Agency and the surveyed developments.

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<sup>1</sup> 29 U.S.C. § 794; 24 C.F.R. Part 8.

<sup>2</sup> 42 U.S.C. §§ 12101 *et seq.*; 28 C.F.R. Part 35.

<sup>3</sup> 42 U.S.C. §§ 3601-20; 24 C.F.R. Parts 100, 103, 108, 110, and 121.

<sup>4</sup> 42 U.S.C. §§ 4151-4157

<sup>5</sup> 42 U.S.C. § 5301 *et seq.*; 24 C.F.R. §§ 570.601 and 570.602

The Department's review revealed what it believed to be deficiencies related to the physical accessibility of the common areas and individual housing units, as well as deficiencies in current policies and procedures. On January 12, 2012, the Department issued its Letter of Findings ("LOF") of non-compliance with Section 504 and Title II of the ADA. The CRA/LA disputes and does not admit the findings in the LOF. However, notwithstanding the CRA/LA's position, the CRA/LA intends to work cooperatively with the Department pursuant to the terms of this Agreement to resolve the issues identified in the LOF.

As of February 1, 2012, the Former Agency was dissolved pursuant to California Health & Safety Code Section 34172. In accordance with California Health & Safety Code Section 34173(d)(3), CRA/LA, a Designated Local Authority, ("CRA/LA") was formed to serve as the successor agency of the Former Agency under California Health & Safety Code Section 34173(d)(3). As the successor-in-interest to the Former Agency, CRA/LA is charged with winding down the affairs of the Former Agency, including implementing enforceable obligations of the Former Agency, as defined in California Health & Safety Code Section 34171(d). In accordance with California Health & Safety Code Section 34175(b), all property and assets of the Former Agency were transferred to CRA/LA as were all of the Former Agency's rights, duties, and obligations.

In accordance with California Health & Safety Code Section 34176(a)(1), the City has elected to serve as the successor housing agency by assuming the housing assets and functions of the Former Agency. Following approval of the City of the Housing Asset Transfer Agreement; approval of the Oversight Board of the transfer of Former Agency's housing assets to the City and DOF approval of the list of housing assets, the CRA/LA transferred the Former Agency's housing assets to the City, acting as the successor housing agency, effective as of May 1, 2013. For the limited purposes of facilitating the retrofitting of the Federally Funded Housing Developments listed in Attachment A, the City intends to enter into an agreement with CRA/LA pursuant to which the City will make a limited assignment to CRA/LA of the City's interest in the Federally Funded Housing Developments to allow CRA/LA to directly work with project owners to perform any required retrofitting in the Development.

**This Agreement to Voluntary Compliance Agreement to Retrofit Twenty-Two Federally-funded Housing Developments ("Agreement ") does not constitute an admission or acceptance by the CRA/LA of the findings contained in the Department's LOF.** Rather, CRA/LA has entered into to this Agreement to fulfill its obligations to expeditiously wind down the affairs of the Former Agency. The CRA/LA has concluded that working cooperatively with the Department to resolve issues identified in the LOF that are related to the Former Agency will allow for a quicker resolution to any potential disputes with the Department and will be in the best interest of the affected taxing entities.

## II. DEFINITIONS

Accessible - When used with respect to the design, construction or alteration of housing projects and non-housing components, "accessible" means that the project, program or portion of the project when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A project that is designed, constructed, altered or

adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. §§ 8.3, 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards) for buildings constructed or altered on or after March 15, 2012, Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible.

Accessible Route - A continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32; 28 C.F.R. § 35.151; and UFAS § 4.3. (See also definitions of "Dwelling Unit" and "Non-Housing Components").

Agreement - This Voluntary Compliance Agreement to Retrofit Twenty-Two Federally-Funded Housing Developments entered into by and between CRA/LA, a Designated Local Authority and the U.S Department of Housing and Urban Development.

Alterations - Any change in a facility or its permanent fixtures or equipment, including remodeling, renovation, rehabilitation, reconstruction, changes or rearrangement in structural parts and extraordinary repairs. See 24 C.F.R. § 8.3 and 8.23.

Auxiliary Aids - Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, projects or activities receiving Federal financial assistance. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the length and complexity of the communication involved. See 24 C.F.R. § 8.3.

Days - Wherever referenced in this Agreement, "days" shall mean calendar days.

Department - The United States Department of Housing and Urban Development.

Development - The whole of one or more residential structures and appurtenant structures, equipment, roads, walks and parking lots, each designated as one of the Federally-Funded Housing Developments.

Dwelling Unit/Housing Unit - A single unit of residence that provides a kitchen or food preparation area, in addition to rooms and spaces for living, bathing, and sleeping.

Effective Date - The Effective Date of this Agreement is the later of either the date of the last signature in Section VII or the date this Agreement is recognized as valid under California Health and Safety Code Section 34177(l).

Federally-Funded Housing Developments - The twenty-two housing developments identified on Attachment A, each of which received Federal financial assistance. Singularly, each is referred to as a "Development".

Non-Housing Components - All or any portions of buildings, structures, equipment, vehicles, roads, walks, passageways, parking lots, or other real property where the building or structure is located and which was constructed for the purpose of providing or related to multi-family housing. A Non-Housing Component common area includes, but is not limited to, entrances, hallways, elevators, on-site offices, laundry rooms, restrooms, community rooms, and trash



disposal. To the extent that entrances, elevators and common areas provide accessible routes and connect dwelling units and Non-Housing Components, they fall within the provisions of this Agreement.

Non-Housing Accessibility Plan - See Paragraph IV(D)(I) of the Agreement.

Owner – The owner of one or more Federally-Funded Housing Developments.

Person With a Disability - For purposes of this Agreement, a person with a disability is any 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.

Reasonable Accommodation - A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, facility or unit that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing), service or activity.

Structural Impracticability - Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of fifty percent (50%) or more of the value of the element of the building or facility involved or results in a reduction in housing units in the development or the permanent displacement of households currently occupying the units in question. (See UFAS § 3.5.)

Transition Plan - This Agreement, along with the UFAS-Accessible Unit Plan and the Non-Housing Component Accessibility Plan serves as the Transition Plan for the CRA/LA.

Total Housing Units - The total number of units in developments that received Federal financial assistance from the Former Agency, the universe of which is identified in Attachment A.

Uniform Federal Accessibility Standards (UFAS) - The standards for the design, construction or alteration of buildings to ensure that they are readily accessible to and usable by individuals with disabilities. See 24 C.F.R. § 40. Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the UFAS shall be deemed to comply with the requirements of 24 C.F.R.. §§ 8.21, 8.22, 8.23 and 8.25.

UFAS-Accessible Unit - A dwelling unit that is designed, constructed, altered or adapted to comply with UFAS and is located on an Accessible Route, as defined in this Agreement. The unit can be approached, entered and used by persons with disabilities, including individuals who use wheelchairs, and located on an Accessible Route, as defined in this Agreement. The accompanying Non-Housing Components must also be accessible unless the CRA/LA can demonstrate that the structural alterations needed to make the Non-Housing Components accessible are structurally impracticable or would create an undue financial and administrative burden. See 24 C.F.R.. § 8.32. A UFAS-Adaptable Unit is also considered a UFAS-Accessible Unit.

UFAS-Accessible Unit Plan - See Paragraph IV(C)(2) of this Agreement.

UFAS-Adaptable Unit - A dwelling unit that is on an Accessible Route, as defined by this Agreement, and is adaptable and otherwise in compliance with the standards set forth in 24 C.F.R. § 8.32 is accessible. Adaptable or adaptability means the ability of certain elements of an otherwise accessible dwelling unit such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability. See 24 C.F.R. §§ 8.3 & 8.32; UFAS §§ 4.34.3-4.34.6.

### **III. GENERAL PROVISIONS**

- A. This Agreement applies to all Federally-funded Housing Developments and related facilities that the Former Agency, owned, controlled, operated, funded or sponsored, the universe of which is identified in Attachment A.
- B. On the Effective Date, this Agreement shall be binding on the CRA/LA and the Department. This Agreement shall remain in effect until the CRA/LA has satisfactorily completed the provisions set forth in this Agreement as determined by the Department, or, five (5) years after the Effective date of this Agreement, whichever is later. The CRA/LA agrees to list the obligations created as a result of this Agreement on each applicable Recognized Obligation Payment Schedule ("ROPS") to be submitted to its Oversight Board and the State Department of Finance. Approval of the Oversight Board and the Department of Finance is a necessary prerequisite to CRA/LA receiving the necessary funding under this Agreement.
- C. This Agreement, including the UFAS-Accessible Unit Plan and the Non-Housing Components Accessibility Plan, will serve as the CRA/LA's Transition Plan with respect to and in compliance with the provisions of programs for persons with disabilities. See 24 C.F.R. §§ 8.21(c)(4), 8.24(d) and 8.25(c).
- D. 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, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- E. This Agreement shall not affect the ability of the CRA/LA to dispute any claim for violation of Section 504, the ADA, the Fair Housing Act, or any other related statute or law relating to fair housing.
- F. This Agreement does not affect the ability of the Department or the CRA/LA to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this Agreement.

- G. Upon the Effective Date, this Agreement becomes a public document. The CRA/LA shall make available a copy of this Agreement to any person for his/her review upon request and in accordance with the law.
- H. The CRA/LA shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with California's Public Records Act, codified at California Government Code Section 6250- 6270. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- I. 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 CRA/LA's obligations, responsibilities, or technical requirements under Section 504, Title II of the ADA, the Architectural Barriers Act, UFAS, and/or the Fair Housing Act conflicts with this Agreement, this Agreement is the controlling document from the Effective Date of this Agreement.
- J. This Agreement does not supersede, or in any manner, change the rights, obligations, and responsibilities of the parties under all court orders, or settlements of other controversies involving compliance with Federal or State civil rights statutes.
- K. This Agreement does not affect any requirements for the CRA/LA to comply with all requirements of Section 504, the ADA and/or the Fair Housing Act not addressed in this Agreement.
- L. The CRA/LA agrees to list funding of personnel to implement this Agreement on its ROPS. The CRA/LA shall hire, appoint, or assign appropriate and sufficient personnel to oversee compliance with the provisions of this Agreement, subject to approval by its Oversight Board and the State Department of Finance.
- M. This Agreement and the requirements herein are controlling in the event that a court orders the CRA/LA to provide a lesser number of UFAS Accessible Units than the requirements stated in this Agreement and the Department is not a party to the litigation.
- N. The CRA/LA will provide all notices, correspondence and/or communications pursuant to this Agreement, in alternate formats, upon request. See 24 C.F.R. § 8.6.
- O. 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; or Director, Region IX, FHEO, or their designee.
- P. This Agreement may be modified by mutual, written agreement of the Department and the CRA/LA, subject, if required, to approval by CRA/LA's Oversight Board and the State Department of Finance. This Paragraph does not limit, however, the Department's authority to enforce Section 504 or any other authority specified in the Agreement.

- Q. If the Department determines that the CRA/LA is not making a good faith effort to fulfill their responsibilities under this Agreement, it may consider there to be a breach of said Agreement and agrees to provide a sixty (60) day written notice to CRA/LA explaining the reasons for the determination and the subsequent action that could be taken by the Department. CRA/LA shall have thirty (30) days to provide a written response to the Department.
- R. For the purpose of this Agreement, if the reporting day falls on a weekend, CRA/LA holiday or non-work day or Federal holiday, the report will be due the first business day after the weekend, non-work day or holiday.

#### **IV. SPECIFIC PROVISIONS**

##### **A. ADMINISTRATOR AND SECTION 504/ADA COORDINATOR**

1. The CRA/LA shall appoint a staff person to act as the Administrator and Section 504/ADA Coordinator during the term of this Agreement.
2. The Administrator/Section 504/ADA Coordinator will be responsible for coordinating all compliance activities under this Agreement, specifically:
  - a. Implementation of the provisions of this Agreement;
  - b. Coordination of the activities of CRA/LA personnel who will assist the Administrator/Section 504/ADA Coordinator in implementing this Agreement;
  - c. Coordinate the CRA/LA's compliance with Section 504, the Department's implementing regulations and with Title II of the ADA and
  - d. Submission of all reports, records, and plans required by this Agreement within the prescribed time frames.
3. The CRA/LA shall commit sufficient resources so that the Administrator/Section 504/ADA Coordinator can successfully accomplish these objectives, subject to Oversight Board and DOF approval.
4. In the event that the Administrator/Section 504/ADA Coordinator resigns or is otherwise terminated prior to the expiration of this Agreement or is assigned other duties, the CRA/LA shall designate another Administrator/Section 504/ADA Coordinator within thirty (30) days of the resignation or termination of the Administrator/Section 504/ADA Coordinator. Upon designation, the CRA/LA CEO shall provide the Department with the name of the individual selected to serve as the Agreement Administrator/Section 504/ADA Coordinator.

##### **B. RESOURCE ALLOCATION**

Subject to the approval of the Oversight Board and the State of California Department of Finance, the CRA/LA will do the following:

1. Set-aside sufficient funding, estimated to be approximately Five Hundred Thousand Dollars (\$500,000) to pay for the HUD-approved consultant(s) who will inspect the properties. These consultants shall specify the physical corrections and complete cost-estimates for each of the properties identified as having deficiencies that must be rectified and corrected to comply pursuant to the Federal statutes and regulations pertaining to handicapped accessibility.
2. Set-aside sufficient funding, estimated not to exceed Twenty Thousand Dollars per unit (or approximately Two Million Eight Hundred Thousand Dollars (\$2,800,000)) to pay for the correction of any deficiencies identified by the consultants, not otherwise paid by the Owner of the Development pursuant to agreements with CRA/LA. CRA/LA will negotiate in good faith with each Owner of a Development to enter into a voluntary agreement under which each Owner will correct any identified deficiency in its respective Development. The agreement with each Owner of a Development will include specific provisions regarding the source of funding for the required work, including any CRA/LA contribution to assist in financing the cost of the work.
3. This Agreement does not release the CRA/LA and oversight boards, from any claims, damages, penalties, issues, assessments, disputes, or demands arising under the Fair Housing Act ("FHA"), 42 U.S.C. §§ 3601-19; the False Claims Act ("FCA"), 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the Housing and Community Development Act ("HCDA"), 42 U.S.C. §§ 5301-5321; or any other statutory, administrative, regulatory, or common law claims, including but not limited to the common law theories of payment by mistake, unjust enrichment, and fraud. Additionally, this Agreement and any payments made in connection with this Agreement cannot be used to offset or reduce any claims, damages, penalties, assessments, or demands arising under the False Claims Act or any other statutory, administrative, regulatory, or common law claims brought on behalf of the United States without the express written consent of the United States.

## **C. HOUSING PROGRAMS**

1. Provision of UFAS-Accessible Units
  - a. Subject to the requirements of the UFAS-Accessible Unit Plan, referenced in Paragraph IV(C)(2), the CRA/LA will notify the Owners of each Development, as identified in Attachment A, that under agreements with the Former Agency, each Owner was required comply with Section 504. CRA/LA shall notify each Owner that it is to construct, convert, or otherwise demonstrate that housing units shall be made UFAS-accessible for persons with mobility impairments and persons with hearing or vision (Sensory) impairments for a total number of UFAS units equaling to at least five percent (5%) of the Project Owner's total housing units in the Development, for persons with Mobility impairments, and an additional two percent (2%) of the Owner's total housing units in the

Development for persons with Sensory impairments. As discussed above, the CRA/LA will negotiate in good faith with the Owners to develop agreements under which the Owner will voluntarily correct any identified deficiency in its respective Development. If the Owner reasonably demonstrates a need for CRA/LA assistance to fund any required repairs or retrofit work, CRA/LA will fund the costs of the work not otherwise paid by the owners of the Development pursuant to agreements with CRA/LA. CRA/LA agrees to request funding on one or more Recognized Obligation Payment Schedule for these agreements. CRA/LA's implementation of this Agreement will be subject to approval of funding pursuant to California Health and Safety Code Section 34177(l).

- b. Pursuant to 24 C.F.R. § 8.26, the UFAS-Accessible Units to be converted or completed pursuant to this Agreement shall be subject to reasonable health and safety requirements and to the maximum extent feasible:
  - i. Distributed throughout the Developments identified in Attachment A; and
  - ii. Available in a sufficient range of sizes and amenities so that a qualified individual with disabilities' choice of living arrangements is, as a whole in each Development, comparable to that of other persons eligible for housing in the same project, including the same proportion of affordable units by bedroom size in the same development.
- c. A unit shall not be considered a UFAS-Accessible Unit until:
  - i. The routes to the unit, laundry room, offices of the facility, exits from the facility and common spaces are accessible;
  - ii. The non-housing component serving that unit are made accessible to individuals with disabilities;
  - iii. The CRA/LA has submitted or caused to be submitted a third-party certification with the Department that the UFAS-Accessible Unit and non-housing components serving that unit comply with the requirements of UFAS, and where applicable, the ADA Accessibility Guidelines for buildings constructed or altered on or after March 15, 2012; and
  - iv. The Department has provided written acknowledgement that the relevant requirements under this paragraph have been met.
- d. UFAS Unit production rate or confirmation of existence shall be as follows:
  - i. CRA/LA's inventory of one-hundred (100) UFAS Mobility Units and an additional forty (40) UFAS Sensory Units, no later than May 15, 2015.
  - ii. The CRA/LA must determine and inform the Department in writing by May 15, 2015 if it cannot construct or convert portions of the existing designated accessible units due to structural impracticability and/or an undue financial

and administrative burden. CRA/LA shall identify such units and inform the Department the basis upon which CRA/LA considered it infeasible to make the identified units accessible.

## **2. UFAS-Accessible Unit Plan**

Within one hundred twenty (120) days after HUD approval of the survey form, CRA/LA will work with Owners to develop and submit for the Department's approval the UFAS-Accessible Unit Plan for the Developments identified on Attachment A. The CRA/LA and the Department shall agree upon the appropriate code requirements applicable to each UFAS Unit. The CRA/LA shall not proceed with any of the activities in the UFAS-Accessible Unit Plan until the Department has given its approval. CRA/LA shall make a good faith effort to complete or caused to be completed the work identified in the UFAS-Accessibility Plan within eighteen (18) months of HUD's approval of the UFAS-Accessibility Plan.

## **3. Third-Party Certification of UFAS-Accessible Units**

- a. Within sixty (60) days after the Effective Date of this Agreement, the CRA/LA will submit the name, qualifications and experience of an independent third-party architectural and/or engineering firm with experience with accessibility with whom the CRA/LA proposes to contract to review and certify that the units constructed or converted pursuant to Paragraph IV(C)(1)(d) meet the requirements of UFAS and, if applicable, the ADA. The selection of the third-party firm is subject to HUD approval.
- b. The independent third-party architectural and/or engineering firm selected to review and certify the modifications made pursuant to this Agreement shall:
  - i. Submit documentation to verify that the firm maintains errors and omissions liability insurance and document that the firm's principal will certify all firm findings made pursuant to this Agreement; and
  - ii. Be independent of any third-party architectural and/or engineering firm/entity that develops the plans/drawings/blueprints for the new construction and/or modifications made pursuant to the CRA/LA's UFAS-Accessible Unit Plan and the Non-Housing Program Accessibility Plan. CRA/LA intends that the Owners will hire the architects and contractors to correct the deficiencies identified by the CRA/LA consultants.
- c. HUD will make a good faith effort to approve or disapprove the selected firm within 30 days following the CRA/LA's submission of the firm.
- d. CRA/LA will make a good faith effort to negotiate and execute a contract for services with the approved firm within 30 days of HUD's approval.

- e. The CRA/LA will submit for the Department's approval the survey instrument to be used by the third-party architectural and/or engineering firm within thirty (30) days after execution of the contract with the third-party; the Department will provide its approval, or comments, within fifteen (15) days after receipt. If the Department does not approve the third-party survey instrument, the CRA/LA will have fifteen (15) days to submit a revised survey instrument for the Department's review. If the Department does not approve the third-party revised survey instrument, the Department will provide a UFAS survey instrument to the third-party.
- f. The CRA/LA will submit the third- party Certification Report (Certification Report) reflecting the third-party's review of the UFAS-Accessible Units and accessibility of related Non-Housing Components, for all modifications made during the previous reporting period.
- g. Within thirty (30) days after receipt of the third-party's Certification Report, the Department will either accept or respond with specific remediation proposals to cure identified deficiencies. If the Department does not accept all or any portion of the third-party's Certification Report, the Department's response shall include reason(s) for such disapproval and provide specific remediation proposals to cure the identified deficiencies.
- h. The Certification Report shall document and include, for each UFAS-Accessible Unit, each accompanying Non-Housing Program at each property:
  - i. A copy of the complete, written survey instrument used. The completed survey instrument will include each compliant and non-compliant measurement;
  - ii. A form, signed by the third-party's principal that certifies compliance with UFAS.
- i. The Department reserves the right to conduct periodic on-site reviews of the completed UFAS-Accessible Units and common areas to ensure compliance, and to accompany the third-party architectural and/or engineering firm/entity during the on-site certification inspections.

#### **D. NON-HOUSING COMPONENTS ACCESSIBILITY PLAN**

- 1. Non-Housing Component Accessibility Plan: Within one hundred twenty (120) days after HUD approval of the final survey, CRA/LA will work with Owners to develop and submit for the Department's approval the Non-Housing Component Accessibility Plan for the Federally-Funded Housing Developments identified on Attachment A that operate a Non-Housing Program. The Non-Housing Component Accessibility Plan will ensure that the Federally-Funded Housing Developments' Non-Housing Components are accessible to persons with disabilities within the meaning of 24 C.F.R. § 8.21.



2. If the CRA/LA determines that accessibility to Non-Housing Components cannot be achieved in a particular circumstance due to structural impracticability and/or an undue financial and administrative burden, the CRA/LA will provide detailed information supporting its determination.

## **E. AUDITS AND UNIT UTILIZATION PLAN**

### **1. Inventory Audit**

The CRA/LA will work with Owners to identify the 100 designated UFAS-Mobility accessible units (5%) that it had or should have designated as "UFAS Accessible". The CRA/LA will also identify the 40 designated UFAS-Sensory accessible units (2%) that it had or should have designated as "UFAS Accessible". Subject to funding approval pursuant to California Health and Safety Code Section 34177(l), CRA/LA will utilize the services of an independent third-party architectural and/or engineering firm with experience with accessibility requirements to conduct a random sampling review of its designated accessible units and certify that the units meet the UFAS and transmit the information to HUD, for review and comment within one hundred twenty (120) days after the HUD approval of the third party's survey form pursuant to Section IV.C.3(e) above.

### **2. Occupancy Audit**

Subject to funding approval pursuant to California Health and Safety Code Section 34177(l), concurrently with the submittal of the Inventory Audit, CRA/LA will work with Owners to conduct and submit to the Department an audit of the occupancy of the UFAS-Accessible Units in each of the Developments. The Occupancy Audit shall include the following information:

- a. A list of each UFAS-Accessible Unit, by Development, unit address and bedroom size, occupied by a resident who does not require the accessibility features of the unit;
- b. A list of each vacant UFAS-Accessible Unit; and
- c. For each occupant who does not require the features of a UFAS-Accessible Unit; whether the resident executed a lease addendum requiring relocation upon notice by the Development that there is an applicant or resident who requires the features in the unit; and, if applicable, a description of the reasons for the resident's continued occupancy.

### **3. Transfer Audit**

Subject to funding approval pursuant to California Health and Safety Code Section 34177(l), concurrently with the submittal of the Inventory Audit, CRA/LA will work with Owners to conduct and submit to the Department an audit of the current residents who have requested a transfer to another unit due to their disability. For each resident with mobility disabilities on the Transfer list who requires the features of an UFAS-Accessible Unit, the CRA/LA shall provide to the Department:

- a. The resident's name, address and name of development;
- b. The required bedroom size; and
- c. The date of the transfer request.

#### **4. Waiting List Audit**

Subject to funding approval pursuant to California Health and Safety Code Section 34177(l), concurrently with the submittal of the Inventory Audit, CRA/LA will work with Owners to conduct and submit to the Department an audit of the waiting list for each multi-family development on Attachment A. The Waiting List Audit will analyze, by date of application, applicants with mobility disabilities who requested a UFAS-Accessible Unit. If the application form did not solicit the information needed to make this determination, the development shall contact everyone on the waiting list to determine if that applicant needs the features of a UFAS-Accessible Unit. The Waiting List Audit shall provide a list of all applicants on the waiting list or by follow-up question who needs a UFAS-Accessible Unit 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 of the need for a UFAS-Accessible Unit; any reasonable accommodation offer(s) made to the applicant;
- e. If applicable, the date the resident reached the top of the waiting list and an accessible unit was not available; and
- f. Any reasonable accommodation requested by the applicant.

#### **F. PUBLICATION AND NOTICE**

- 1. Within sixty (60) days after the Effective Date of this Agreement, the CRA/LA shall distribute a letter or electronic mail to all of the Owners of the Developments listed on Attachment A. This letter will provide a description of CRA/LA's and the Owner's 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 to provide and pay for reasonable accommodation(s) to persons with disabilities.
- 2. The CRA/LA shall maintain a signed and dated acknowledgement of receipt from the management of each of the Developments verifying the receipt of the above letter.

## **V. RECORDKEEPING REQUIREMENT**

During the term of this Agreement, the CRA/LA shall maintain all records necessary to verify compliance with this Agreement, including records related to UFAS-unit production, UFAS-Accessible Unit utilization, reasonable accommodation requests, transfer requests, lease addenda, and employee training. In the event the CRA/LA winds up its affairs during the term of this Agreement, the CRA/LA shall work with the Department to agree upon a transition plan for any on-going record maintenance.

## **VI. MONITORING AND EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT**

- A. The Department will monitor the CRA/LA's implementation of this Agreement. During the first year after the Effective Date of this Agreement, the Department the CRA/LA will meet at least quarterly to discuss the progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, the Department may, after providing notice to the Administrator and Section 504/ADA Coordinator and/or other appropriate CRA/LA personnel, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. In the event that the CRA/LA fails to comply in a timely fashion with any requirements of this Agreement which is not the result of a failure to obtain funding and approval from the Oversight Board or State Department of Finance pursuant to the California Health and Safety Code, the Department may refer this Agreement to the Attorney General of the U.S. Department of Justice for enforcement.
- C. Failure by the Department to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, the Department's failure to enforce this entire Agreement or any provision thereof shall not be construed as a release of the CRA/LA from any obligation incurred under this Agreement.
- D. 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 CRA/LA with a written statement within thirty (30) days following such finding, specifying the facts of the alleged noncompliance and will provide a reasonable opportunity to cure the finding, demonstrate that the provisions of this agreement that are the subject of the noncompliance findings have been addressed satisfactorily or that the finding of noncompliance is incorrect. If the CRA/LA do not respond in a timely or sufficient manner to the opportunity for cure, 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 CRA/LA may appeal to the Department's Headquarters, Office of Fair Housing and Equal Opportunity, for

resolution of the dispute(s). The Department may take any of the following actions for noncompliance:

1. Any material act(s) or omission(s) that constitute a violation of the terms of this Agreement so serious as to affect the integrity of an agency project, such as (1) a willful failure to perform in accordance with the terms of this Agreement; or (2) a willful violation of a statutory or regulatory provision or requirement applicable to this Agreement, may result in debarment as set forth at 24 C.F.R. § 24.800; suspension, as set forth at 24 C.F.R. § 24.700; or limited denial of participation, as set forth at 24 C.F.R. § 24.1100;
  2. Any act(s) or omission(s) that violates the terms of this Agreement may serve as basis for the Department to direct the CRA/LA to take corrective action, as set forth in 24 C. F.R. §968.335(d)(5).
  3. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
  4. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.
  5. as grounds for the United States to pursue an action in federal court for failure to comply with Section 504, the ADA, or other appropriate statutory or regulatory authority.
- E. The options set forth in this Section VI are not mutually exclusive, and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

## **VII. APPROVAL PROCESS**

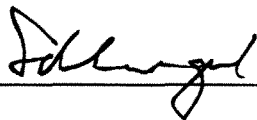
Because this Agreement requires payments to be made by CRA/LA to identify and complete necessary modifications to make accessible identified housing units, this Agreement is subject to the confirmation by the CRA/LA's Oversight Board and the State of California Department of Finance ("DOF") that the Agreement constitutes an Enforceable Obligation, as defined by the Section 34171(d)(1) of the California Health and Safety Code. Payments required under this Agreement are required to be included in the CRA/LA's semi-annual Recognized Obligation Payment Schedule ("ROPS"). CRA/LA anticipates placing the costs of any required rehabilitation costs on multiple ROPS covering an eighteen (18) to twenty-four (24) period. Failure of the Oversight Board or DOF to approve the Agreement costs on a ROPS will be deemed by HUD as CRA/LA's declination to enter voluntarily and fully into an agreement to resolve the concerns identified therein and in the Letter of Findings and that enforcement action to compel involuntary compliance will immediately be initiated by HUD pursuant to the provisions of 24 CFR Part 180, et seq.

## VIII. SIGNATURES

For the CRA/LA:

**CRA/LA, A DESIGNATED LOCAL AUTHORITY, a  
public body formed under Health & Safety Code  
Section 34173(d)(3), as successor to The Community  
Redevelopment Agency of the City of Los Angeles**

By: \_\_\_\_\_



**Steve Valenzuela  
Chief Executive Officer**


Date: \_\_\_\_\_

**SEP 12 2014**

**APPROVED AS TO FORM:**


**GOLDFARB & LIPMAN LLP**

By: \_\_\_\_\_



**Thomas Webber  
CRA/LA Special Counsel**

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

By: 

**Sara K. Pratt**

**Deputy Assistant Secretary for Enforcement and Programs  
Office of Fair Housing and Equal Opportunity**

Date: 9/19/14