

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

**VOLUNTARY COMPLIANCE AGREEMENT**

**BETWEEN**

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**AND**

**PUERTO RICO PUBLIC HOUSING ADMINISTRATION**

**SECTION 504 COMPLIANCE REVIEW NO.: 04-03-R001-4**  
**ADA COMPLIANCE REVIEW NO.: 04-03-R001-D**  
**SECTION 109 COMPLIANCE REVIEW NO.: 04-03-R009**

# **PUERTO RICO PUBLIC HOUSING ADMINISTRATION** **VOLUNTARY COMPLIANCE AGREEMENT**

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**I. INTRODUCTION**

The Puerto Rico Public Housing Administration (“PRPHA”) owns, operates or controls a public housing program consisting of housing and non-housing programs that includes, but is not limited to, common entrances, management offices, laundry rooms, common areas, corridors, hallways, elevators, community programs and day care facilities. PRPHA receives various Federal funds to operate, maintain, and make capital improvements to these projects. The U.S. Department of Housing and Urban Development (“HUD” or “the Department”) has funded PRPHA’s projects and developments through the provision of operating subsidies and capital funding including the Comprehensive Grant Program (“CGP”), the Comprehensive Improvement Assistance Program (“CIAP”), Capital Fund Program, Public Housing Drug Elimination Program (“PHDEP”), the HOPE VI revitalization grants, mixed finance new construction through Low Income Housing Tax Credits (“LIHTC”) and bonds issuance, and American Recovery and Reinvestment Act funding (“ARRA”). *Included herein as Appendix A is PRPHA’s List of Projects.*

PRPHA is subject to Federal civil rights laws and regulations. *See* 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>; Title VIII of the Civil Rights Act of 1968, as amended in 1988 by the Fair Housing Act (“FHA”)<sup>3</sup>; the Architectural Barriers Act of 1968 (“ABA”)<sup>4</sup>, Section 109 of the Housing and Community Development Act of 1974 (“Section 109”)<sup>5</sup> and the respective regulations for each Act. *See* also HUD’s implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as the relevant contractual provisions of PRPHA’s Annual Contributions Contract (“ACC”) with HUD.

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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 *et seq.*; 24 C.F.R. Part 100.

<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.

Over the past twelve years, the Department and PRPHA have been working cooperatively towards addressing numerous systemic and longstanding accessibility issues in PRPHA's administration of public housing. During the week of January 13-17, 2003, the Department conducted a review of PRPHA's compliance with Section 504 and the ADA, which included an examination of PRPHA's programs, services and activities. HUD's review included fifty-five (55) designated accessible housing units dispersed throughout fourteen (14) developments as well as the common areas of PRPHA's housing and non-housing programs. In addition, the Department conducted an accessibility review of PRPHA's Central Office in Rio Piedras and Regional Office in Mayaguez and an accessibility survey of the offices of five (5) of PRPHA's private management companies. The Department further examined the tenant waiting lists, applications, policies and procedures, including the Reasonable Accommodation and Transfer and Occupancy Policies. Finally, the Department interviewed forty-three (43) PRPHA residents, eleven (11) key PRPHA staff and other representatives of the PRPHA's private management staff. HUD's review revealed accessibility deficiencies in PRPHA's housing and non-housing programs, services, policies and procedures as well as structural inaccessibilities in the common areas and individual housing units. On February 21, 2003, the Department issued its preliminary Letter of Finding of Non-Compliance ("LOF") which enclosed a Section 504 - ADA Accessibility Report. *Included herein as Appendix B is the Department's LOF and Accessibility Report.*

On September 24, 2003, the Department and PRPHA entered into a seven-year Voluntary Compliance Agreement ("2003 VCA") in order to address the issues raised in the Department's preliminary LOF and comply with Section 504, Section 109, the ADA, the FHAct and the ABA. At the time, PRPHA made no admissions of liability with respect to the issues raised in the Department's LOF or with any of the above-referenced statutes. *Included herein as Appendix C is the 2003 VCA.*

While developing the conditions and timeframes agreed in the 2003 VCA, HUD and PRPHA took into account the particularities of the Commonwealth of Puerto Rico and the unique challenges faced by PRPHA. These considerations included that PRPHA is the second largest public housing in the nation (at the time it had the housing inventory of 56,064 units located in fifty-two (52) towns spread throughout Puerto Rico). PRPHA and the Department also considered PRPHA's staff recruiting challenges given its geographical isolation, language requirements and low salary structure as well as its lack of in-house expertise regarding the accessibility standards under Section 504, the ADA and the FHAct.

The 2003 VCA expired on August 31, 2010 without PRPHA having been able to show compliance with any of its requirements. On December 27, 2011, HUD executed an Extended Voluntary Compliance Agreement ("2011 Extended VCA") which granted a four-year extension, so PRPHA could make the changes required to satisfy its civil rights obligations. While negotiating the 2011 Extended VCA, HUD and PRPHA considered PRPHA's large housing stock (55,729 units), its lack of institutional continuity and stability, and its shortage of technically proficient career personnel. These negotiations also considered the unforeseeable interruptions that PRPHA faced while trying to develop compliance initiatives to meet the 2003 VCA. Against this backdrop, the 2011 Extended VCA sought to strengthen PRPHA's in-house



capacity for effectively implementing and monitoring its 504 and ADA activities. *Included herein as Appendix D is the 2011 Extended VCA.*

Since the execution of the 2003 VCA, the Department has been periodically monitoring PRPHA's compliance efforts. During the past twelve years of VCA, PRPHA's island-wide interventions have not delivered intended results because it is mired with systemic governance issues, instability and fluctuations that affect PRPHA's capacity to accomplish intended goals. PRPHA's VCA operations have also been wanting of institutional accountability, inter-office integration, self-sustainable processes and implementation continuity. These challenges are further compounded by PRPHA's continuous changes in key leadership and public policies. As a result, only recently PRPHA was able to commence to show progress towards satisfying the VCA's agreed conditions. The specific deliverables that PRPHA has managed to produce to date are outlined further below.

The Department is executing this third and final VCA as a goodwill last opportunity to bring PRPHA into full compliance with its statutory obligations under Section 504, Section 109, the ADA, the FHAct and the ABA. This new Agreement grants an additional, non-extensible five-year period for PRPHA to provide satisfactory proof of full compliance with each of the conditions contained hereunder. Failure to meet any obligation under this Agreement shall put PRPHA's federal subsidies in immediate peril, and trigger the initiation of all enforcement actions that correspond under HUD's statutory authorities and regulations.

## **II. DEFINITIONS**

Accessible – When used with respect to the design, construction or alteration of housing and non-housing programs, “accessible” means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (“UFAS”), 24 C.F.R. §§ 8.3 and 8.32, Appendix A to 24 C.F.R. § 4. Where applicable, housing and non-housing programs must further meet the minimum standards for compliance and be accessible under the Americans with Disabilities Act Standards for Accessible Design (“ADA Standards”), Appendix A to 28 C.F.R. Part 36. Housing structures and non-housing programs may further be regarded as accessible if these satisfy the ADA's 2010 Standards for Accessible Design (“ADA 2010 Standards”), except for specific elements which must still meet the scoping requirements of UFAS, as defined in HUD's May 23, 2014 notice “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities,” Docket No. FR-5784-N-01. This Notice shall be controlling and will apply until HUD formally revises it and adopts an alternate accessibility standard. *Included herein as Appendix E is HUD's notice No. FR-5784-N-01.* The accessibility requirements described herein shall be applied in a way which fosters and furthers at all times the health and safety standards of HUD's housing programs, including but not limited to the Housing Quality Standards (HQS) and the Real Estate Assessment Center (REAC) physical inspections.

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 Programs”.*)

Adaptable – 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.

Administrative Offices – The PRPHA’s Central Administrative Offices located in Rio Piedras, each of the Regional Offices of the PRPHA and the offices of each of PRPHA’s Private Management Companies and Municipal Management Agents.

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.

Assistance Animal – An animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a pet and thus, is not subject to PRPHA’s Pet Policies. Assistance animals are animals that work, provide assistance or perform tasks for the benefit of a person with a disability or animals that provide emotional support that alleviate one or more identified symptoms or effects of a person’s disability.

Auxiliary Aids – Services that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs 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.

Certification – A licensed professional third-party architectural and/or engineering firm who provides certification by issuing a written professional analysis in order to provide HUD adequate assurances of compliance with the terms of this Agreement and full satisfaction of the applicable accessibility standards (UFAS, the Fair Housing Act’s Design Manual, the ABA, and whenever applicable the ADA’s Accessibility Standards along with HUD’s notice No. FR–5784–N–01).

Dwelling Unit/Housing Unit/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 date of the last signature in Section IX.

Management Agents – All or any management agent, whether private or municipal, contracted by PRPHA to manage its housing project inventory during the duration of this VCA. As of the date of execution of this VCA, PRPHA’s private and municipal management agents are as follows: SP Management, Corp., Management Administration Services, Corp., Martinal Property, Corp., A&M Contract, Inc., Mora Housing Management, Inc., MJ Consulting & Development, Inc., Individual Management & Consultant, Inc., FPC Crespo Group, Inc., American Management Administration, Inn Capital Housing Division, Inc., Cost Control Company, Inc., Villalba, Guaynabo, Manati, Maunabo, San German, Coamo, Sabana Grande,

Camuy, Comerio, Hormigueros and Cayey. Any additional private and/or municipal management agent not expressly mentioned herein but who contract with the PRPHA will be duty-bound to meet the requirements of this VCA if the agent's assumption of management occurs before this Agreement expires on December 31, 2021.

Non-Housing Programs – All or any PRPHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, other real or personal property including the site where the building, property, or structure is located. A Non-Housing Program includes, but is not limited to, common areas (including common areas throughout HOPE VI developments), entrances, elevators, the PRPHA offices (excluding the PRPHA's Administrative Offices located in Rio Piedras, the PRPHA's Regional Offices and the offices of the Private and Municipal Management Agents which are defined separately as "Administrative Offices"), community center including restrooms, day care facilities including restrooms, corridors, hallways, meeting rooms, recreation rooms, senior citizen center including restrooms, social services offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by the PRPHA, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in the PRPHA's housing programs. To the extent that entrances, elevators, and common area provide accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

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.

PRPHA – The Administrator, Board of Directors, officers, directors, agents including contractors, municipal and private management agents, office directors, employees and successors or assigns of the Puerto Rico Public Housing Administration, as a state agency organized under the laws of the Commonwealth of Puerto Rico.

Programs – Any aid, benefit or service provided by PRPHA, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in any of PRPHA's housing programs.

Project/Development – The whole of one or more PRPHA-owned residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single contract for Federal financial assistance or application for assistance or are treated as a whole for processing purposes, whether or not located on a common site. Includes mixed income, mixed finance communities that are owned by public/private partnerships formed with PRPHA, such as Low Income Housing Tax Credits, including public housing units that receive Federal assistance from the Department and other housing units that do not receive a public housing subsidy from HUD.

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.

Substantial Completion – PRPHA may be regarded as in substantial completion if it certifies at least ninety percent (90%) of a mid-year unit quota. In such instances, PRPHA shall have an opportunity to cure up to ten percent (10%) of the mid-year certification rate before the subsequent semester ends on December 31st.

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. *See* UFAS § 3.5.

Total Housing Units – 53,779, which is the total number of PRPHA’s public housing units receiving HUD subsidy.

UFAS – Effective July 11, 1988, the design, construction, or alteration of buildings to ensure that they are in conformance with the Uniform Federal Accessibility Standards (“UFAS”), usable by individuals with disabilities and compliant with the requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25. *See* 24 C.F.R. § 40.

UFAS-Accessible Unit – A dwelling unit that is designed, constructed, altered or adapted to comply with UFAS and is located on a route that complies with the definitions of an Accessible Route, as defined in this Agreement and UFAS. The unit can be approached, entered and used by individuals with disabilities, including individuals who use wheelchairs. In conformity with the UFAS requirement at § 4.34(15)(c), at least two bedrooms in dwelling units with two or more bedrooms must be made accessible and located on an accessible route. *See* Notice PIH 2010-26 (HA), issued on July 26, 2010. Furthermore, additional bathrooms in dwellings covered by the accessibility requirements of the FHAct must be made usable pursuant to the requirements of Chapter 7, Part B of the FHAct’s Design Manual. The accompanying Non-Housing Programs must also be accessible unless the PRPHA can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable, and would create an undue financial and administrative burden. A UFAS-Accessible Unit further means a dwelling unit that is designed, constructed, altered or adapted to comply with the ADA 2010 Standards, except for specific elements which must still meet the technical requirements of UFAS, as established in HUD’s May 23, 2014 notice No. FR-5784-N-01. This Notice shall control and apply until HUD formally revises it and adopts an alternate accessibility standard.

### **III. GENERAL PROVISIONS**

A. This Voluntary Compliance Agreement applies to all Federally-funded projects, related facilities and programs or activities that PRPHA, its agents, successors, and assigns own, control, operate or sponsor. This Agreement also applies to PRPHA’s public housing units in HOPE VI

revitalization projects, mixed finance projects (including LIHTC and bonds financing) as well as all of the activities of the Private and Municipal Management Agents.

B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of PRPHA and HUD. This Agreement shall remain in effect until PRPHA has satisfactorily completed the provisions set forth in this Agreement or for a minimum of five (5) years after the effective date of this Agreement, whichever is later.

C. The Department will monitor the PRPHA's implementation of this Agreement and may amend the Agreement, in consultation with PRPHA, if the Department determines that PRPHA's Needs Assessment, referenced in Section IV. Part E of this Agreement, supports an increased need above the total number of UFAS-accessible units referenced in Section IV. Part 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, the ABA, Section 109 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. Notwithstanding the terms of this Agreement, HUD and PRPHA retain their ability to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.

F. Upon the effective date of this Agreement, this VCA is a public document. A copy of this Agreement shall be made available to any person for review, in accordance with federal law. PRPHA shall provide a copy of this Agreement to any person upon request. PRPHA shall also provide a copy of this Agreement to the Puerto Rico Governor, each Manager, Private and Municipal Management Agent, and each duly elected Resident's Council or resident organization.

G. PRPHA shall provide a copy of reporting data it generates to comply with this Agreement to any person upon request in accordance with the Freedom of Information Act and Privacy Act procedures, and/or any applicable local laws, regulations or administrative orders. In no event shall public disclosure include personally identifiable information regarding applicants or residents.

H. Notwithstanding any notice or consultation requirements of this Agreement, PRPHA shall comply with the notice and consultation requirements of HUD's Public Housing Agency Plan ("PHA Plan") regulation available at 24 C.F.R. Part 903.

I. To the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding PRPHA's obligations, responsibilities, or technical requirements under Section 504, the ADA, the ABA, UFAS, 2010 ADA Standards, and/or the FHAct conflicts with this Agreement, this VCA is the controlling document from its effective date.

J. This Agreement does not supersede or in any manner change, the rights, obligations, and responsibilities of the parties under any and 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 PRPHA to comply with all requirements of Section 504, the ADA, the ABA and/or the FHAct not addressed in this Agreement.

L. PRPHA shall hire or appoint all the necessary and appropriate personnel to oversee compliance with the provisions of this Agreement.

M. This Agreement and the requirements herein are controlling in the event that a court orders PRPHA to provide a lesser number of units accessible to individuals with disabilities than the requirements stated in this Agreement and HUD is not a party to the litigation.

N. PRPHA will provide in alternate formats, upon request, all notices, correspondence and/or communications that this Agreement requires to be disseminated. *See* 24 C.F.R. § 8.6.

O. PRPHA agrees to enter into this Agreement in order to comply with its obligations under Section 504, Title II of the ADA, the FHAct, the ABA and their respective regulations and to satisfy the issues raised pursuant to the Department's numerous compliance and monitoring reviews of PRPHA's programs, service and activities conducted since 2003. By entering into this Agreement with the Department, PRPHA does not admit any liability, wrongdoing or violation of any statute, regulation or Department policy.

P. PRPHA commits to ensure that the work begun under previous Agreements and this VCA shall continue with no disruptions, even if changes in its administration occur. There is a clear and full understanding that the civil rights commitments made to the federal government by the signatory execution of this and previous Agreements are binding irrespective of who may be Puerto Rico's Governor, Secretary of Housing and/or PRPHA Administrator.

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

##### **A. VOLUNTARY COMPLIANCE AGREEMENT (VCA) ADMINISTRATOR**

1. In conformity with the requirements of the 2003 and 2011 VCA, on September 30, 2014 PRPHA appointed its current VCA Administrator. For the duration of this Agreement, PRPHA shall hold this position as a permanent career appointment.
2. The VCA Administrator shall report directly to the Administrator of the PRPHA, or to anyone else having the delegated authority of PRPHA's Governing Board, concerning matters related to this Agreement. The Administrator of the PRPHA shall provide his unwavering support and prioritize all compliance activities undertaken by the VCA Administrator pursuant to this Agreement.

3. In the event that the VCA Administrator resigns, separates or is otherwise terminated prior to the expiration of this Agreement, PRPHA shall designate an Acting VCA Administrator no later than twenty (20) calendar days, and appoint a permanent career new VCA Administrator within one hundred and eighty (180) days of the occurrence of such event. This term could be extended by HUD for due cause not attributable to and/or foreseeable by PRPHA. Under no circumstance shall HUD consider as an acceptable defense for not having met this or any other obligation under the VCA, aspects or events that are within PRPHA's control, such as funding, institutional hurdles, public policy and procedural constraints, personnel changes or any other issue which may have been overcome through due diligence and/or the utilization of reasonable effort, skill or care. The individual selected as VCA Administrator must be an engineer or architect with prior demonstrated knowledge and experience with Section 504, the ADA, the FHAct, and the ABA, including implementing regulations and applicable accessibility standards. Upon the designation of either an Acting or a permanent career VCA Administrator, PRPHA shall provide HUD with the selected individual's name, contact information and résumé or curriculum vitae verifying the requisite expertise no later than two (2) days after the designation.
4. The PRPHA Administrator, or anyone else having the delegated authority of PRPHA's Governing Board, agrees to grant full autonomy and independence to its VCA Administrator by vesting it with all necessary administrative powers, such as the authority to oversee the VCA-related operations to assure PRPHA's implementation of the provisions of this Agreement, coordinate PRPHA's civil rights compliance efforts, monitor VCA activities with personnel, and submit all reports, records and plans required by this Agreement or HUD pursuant to its VCA monitoring activities. No later than sixty (60) days of the effective date of this Agreement, PRPHA's Administrator or the Governing Board's Delegee shall issue and distribute among its public housing personnel, including management agents and division offices, a delegation of administrative authority vesting the Office of the VCA Administrator with all the powers necessary to meet the terms and conditions of this Agreement.

#### **B. SECTION 504/ADA COORDINATORS**

1. In conformity with the requirements of previous Agreements, on September 30, 2014 PRPHA appointed its current Section 504/ADA Coordinator. PRPHA shall hold this position as a permanent career appointment during and after the duration of this VCA.
2. The Section 504/ADA Coordinator shall continue to report to the VCA Administrator concerning the performance of the following functions: ensuring PRPHA's compliance with Section 504, the ADA and HUD's implementing regulations, managing and overseeing PRPHA's responsibility to provide reasonable accommodations to prospective applicants, public housing tenants and members of the public, promptly and equitably resolving fair housing complaints alleging disability discrimination and any other duty covered in this Agreement.

3. In the event that the Section 504/ADA Coordinator resigns, separates or is otherwise terminated, PRPHA shall designate an Acting Section 504/ADA Coordinator no later than twenty (20) calendar days, and appoint a permanent career Section 504/ADA Coordinator within one hundred and eighty (180) days of such event. This term could be extended by HUD for due cause not attributable to and/or foreseeable by PRPHA. The individual selected as Section 504/ADA Coordinator must have prior experience with Section 504, the ADA, the FHAct, and the ABA, including the regulations implementing each statute and corresponding accessibility standard. Upon the designation of an Acting or a permanent career Section 504/ADA Coordinator, PRPHA shall provide HUD with the selected individual's name, contact information and résumé or curriculum vitae verifying the requisite expertise no later than two (2) days after the designation.
4. Pursuant to the regulatory requirements of 24 C.F.R. § 8.53(a) and 28 C.F.R. § 35.107(a), PRPHA shall require that each of its contracted management agents, both municipal and private, who employs fifteen or more individuals designate a Section 504/ADA Coordinator no later than December 31, 2016. PRPHA shall ensure that the appointee is solely charged with the performance of 504/ADA-related responsibilities, including providing prompt and equitable resolution of disability discrimination complaints and handling VCA-related obligations.

## **C. HOUSING PROGRAMS**

### **(1) Provision of Accessible Units**

- (a) Consistent with the 2003 and 2011 VCA, this Agreement extends PRPHA's obligation to convert a total of 1,024 dwelling units to UFAS-accessible for the hearing and visually impaired. As of July 2016, PRPHA had certified and delivered to HUD seven hundred and fifty-one (751) units for being sensory accessible. Therefore, under this VCA PRPHA is being required to produce a minimum of 273 sensory accessible units by December 31, 2017, with credit given solely to units certified as UFAS-sensory compliant by either a management agent or a third party certifier.
- (b) Consistent with previously executed Agreements, this VCA extends PRPHA's obligation to convert a total of 2,560 dwelling units to UFAS-accessible for the mobility-impaired. As of July 2016, PRPHA had managed to certify seventy-four (74) units for being mobility accessible. No later than December 31, 2021 PRPHA agrees to have certified 2,560 of its housing stock as mobility accessible. PRPHA projects to meet this 2,560 certification quota through a combination of any of the below-prescribed strategies which are projected to eventually yield a total production of 3,806 units:
  - (i) 1,489 units will be constructed or converted to accessible under UFAS and/or HUD's notice No. FR-5784-N-01 in 148 of PRPHA's housing projects which were built, modernized and/or rehabilitated after July 11, 1988, and



- (ii) 1,209 units will be constructed or converted in 184 of PRPHA's housing projects which were built, modernized and/or rehabilitated before July 11, 1988. PRPHA will convert these 1,209 units to mobility accessible to the maximum extent feasible, and will certify them as being partially accessible upon meeting the requirements established in Paragraph IV. C.(3)(a) below.
  - (iii) 1,108 units in 25 project sites will be constructed or converted through project modernizations underway or projected for commencement between 2016 and 2020.
- (c) Once the 2,560 unit production requirement is met, PRPHA will continue working towards delivering the remaining 1,246 mobility-accessible units described in the Paragraph IV.C.(1)(b) above. The VCA's December 31, 2021 expiration date may be extended only in this regard, and solely for purposes of allowing PRPHA to deliver the additional 1,246 units required in this provision.
- (d) To ensure that the 2,560 unit production quota of Paragraph IV.C.(1)(b) above is met, during the term of this Agreement PRPHA will biannually construct or convert and certify a minimum of 256 mobility accessible units. Specifically, PRPHA will deliver to HUD 256 unit certifications on June 30<sup>th</sup> and December 31<sup>st</sup> of each covered year, starting in 2017 and ending in 2021, for a total annual production rate of 512. By December 31<sup>st</sup>, 2021, PRPHA must prove having produced and certified a cumulative of 2,560 mobility accessible dwellings.
- (e) If unable to meet the mid-year unit certification quota for any given year, PRPHA may be regarded as in substantial completion if at least ninety percent (90%) of the semester's applicable production quota, or 230 units, are certified. In such instances, PRPHA shall have an opportunity to cure up to ten percent (10%) of the mid-year certification rate before the subsequent semester ends on December 31<sup>st</sup>. Failing to meet the 512 annual production rate by December 31<sup>st</sup> of any VCA-covered year will trigger an automatic, non-discretionary referral to the U.S. Department of Justice ("DOJ") to institute a civil action in federal district court for breach of the VCA and violations to civil rights.
- (f) The units that will count towards PRPHA's satisfaction of its obligation to produce units accessible to the sensory and mobility impaired, as described in Paragraphs IV. C.(1)(a)-(c) above, are those that are biannually reported to HUD as having met the following elements:
  - (i) Consistent with 24 C.F.R. § 8.26 and to the maximum extent practicable, units which are made available in a range of sizes and amenities, scattered through PRPHA's housing projects (*See Appendix A*) and dispersed throughout its jurisdiction, unless an acceptable exception under Section 504 and the ADA is found to apply, such as structural impracticability and/or technical infeasibility. Under no circumstance shall a single housing development have mobility

and/or sensory accessible units in excess of twenty-five percent (25%) of its unit inventory,

- (ii) Each certified unit must have available a handicapped-accessible parking space,
- (iii) Housing units are built within the following timeframes and certified based on the following criteria: (a) public housing which was built prior to July 11, 1988 are made UFAS-accessible to the maximum extent feasible and certified by a qualified third party as being partially accessible pursuant to Paragraph IV. C.(3)(a) below, and (b) housing units which were designed, constructed, altered or adapted after July 11, 1988 are certified as being mobility accessible under UFAS and/or HUD's notice No. FR-5784-N-01. The accessibility requirements described herein shall be applied in a way which fosters and furthers at all times the health and safety standards of HUD's housing programs, including but not limited to HQS and the REAC physical inspections,
- (iv) The project's common areas and other Non-Housing Programs, as referenced in Paragraph IV. D. below, which serve the sensory or mobility dwellings are certified by a third party for being accessible under UFAS and/or HUD's notice No. FR-5784-N-01. These accessibility requirements shall be applied in a way which fosters and furthers at all times the health and safety standards of HUD's housing programs, including but not limited to HQS and the REAC physical inspections,
- (v) All procurement and contracting for design works awarded in connection to any project, unit and housing or non-housing program shall require a professional liability insurance covering negligent acts, accessibility errors and/or omissions in an amount not less than 10% of the estimated construction cost. Both the design bid and awarded contract must explicitly warn that failing to comply with this insurance condition, to satisfy the conditions of this VCA or to meet the scoping requirements of the FHAct, UFAS and/or the ADA shall be sufficient cause for immediate contract termination and corresponding legal action,
- (vi) All procurement and contracting for construction works awarded in connection to any project construction, unit and housing or non-housing program requires a performance or surety bond no less than 50% value of the construction contract. Both the construction bid and awarded contract must explicitly warn that failing to comply with this bond condition, to satisfy the conditions of this VCA, or construct according to the specifications laid out in UFAS, the FHAct and/or the ADA will be sufficient cause for immediate contract termination and corresponding legal action. Bids and contracts will further condition payment upon receipt of a third party certification verifying the project's accessibility, including housing and non-housing programs.

Finally, these shall expressly require contractors to work jointly with PRPHA's Admissions and Occupancy Office ("ACOP Office") to ensure that appropriate due process and accessibility measures are taken when performing building activities in resident-occupied housing.

- (vii) Prior to the commencement of the activities described above in Paragraph IV. C.(1)(f)(v)(vi), all procured designers and builders shall attend a kick-off meeting with PRPHA's VCA Administrator and other relevant staff. During this meeting, procured parties will be provided with detailed written notices explaining the terms of this Agreement, including but not limited to the special working conditions required by the VCA and the dire consequences that potential changes and delays would entail for PRPHA and its federal funding.
- (g) Any modernization, demolition/ disposition, rehabilitation and/or construction activity initiated or performed by PRPHA after the execution of this VCA must meet each of the conditions described in Paragraphs IV. C.(1)(a)-(f) above.
- (h) For the duration of this Agreement, PRPHA's ACOP Office shall biannually report to HUD all actions taken to ensure that due process, including ample notification, and adequate housing conditions are afforded to individuals residing at housing units requiring modification or construction works. These biannual reports shall further identify the special housing accommodations that PRPHA's ACOP Office is providing to disabled tenants being in any way impacted by construction activities.
- (i) Failure to accurately or timely meet any of the requirements specified above in Paragraphs IV.C.(1)(a)-(h) will trigger an automatic referral to the Attorney General of the United States to seek in federal court the specific performance of any or all of the provisions of this Agreement, the redress of violations to the FHAct, UFAS, the ADA and the ABA, the reimbursement from local nonfederal funding sources of HUD funding, the establishment of a fund for the monetary compensation of disabled tenant victims and all other applicable relief.
- (j) Nothing in this Agreement diminishes PRPHA's obligation to comply, with 24 C.F.R. § 8.4 (b)(1)(i) and (ii), which prohibits providing housing to qualified individuals with disabilities that is not equal to the housing afforded to others, or providing housing to qualified individuals with disabilities that is not as effective in affording an equal opportunity to achieve the same result, to gain the same benefit or to reach the same level of achievement as that provided to others. In conformity with the UFAS requirement at § 4.34(15)(c), at least two bedrooms in dwelling units with two or more bedrooms must be made accessible and located on an accessible route. *See* Notice PIH 2010-26 (HA), issued on July 26, 2010. Furthermore, additional bathrooms in dwellings covered by the accessibility requirements of the FHAct must be made usable pursuant to the requirements specified in Chapter 7, Part B of the FHAct's Design Manual. Finally, PRPHA understands that, since March 13, 1991, it has had a legal duty to provide fair housing accessible dwellings at all levels of

elevator residential buildings and at ground level units in non-elevator residential buildings.

- (k) PRPHA understands it is prohibited from restricting or creating conditions which restrict housing choices in a manner that perpetuates segregation or tends to aid or perpetuate segregated housing patterns based on disability. This includes assigning disabled persons to live in a particular project or to reside in specific project areas, floors or buildings as well as creating structural conditions which lead to segregated housing patterns, such as clustering unusually high numbers of accessible units in certain project areas or building floors, unless previously approved by HUD. *See* 24 C.F.R. §§ 8.4(d) and 8.6; 28 C.F.R. § 35.130(d); 24 C.F.R. § 100.70(c)(4); *Olmstead v. LC*, 527 U.S. 581 (1999) and HUD's "Statement of the Department of Housing and Urban Development on the Role of Housing in Accomplishing the Goals of *Olmstead*" available at <http://portal.hud.gov/hudportal/documents/huddoc?id=OlmsteadGuidnc060413.pdf>.
- (l) HUD has clarified eleven (11) design standards that PRPHA may employ when certifying existing housing which construction was finalized prior to the signatory execution of this VCA. *Included herein as Appendix G is a List of HUD's clarifications.*

## **(2) Accessible Unit Plan**

- (a) PRPHA's VCA Administrator, in collaboration with the Project Development and Construction Office ("Construction Office") shall submit to HUD on or before December 31, 2016 and on a biannual basis thereafter, an updated list of all units it plans to build or convert in the manner described in Paragraph IV. C.(1)(a)-(f) above, during the life of this Agreement. The plan's data will be broken down by project and shall provide: (1) project name, number, address, elderly or family designation, (2) original construction date and of any modernization or rehabilitation activity performed thereafter, (3) total housing units in each development, (4) total number of sensory and mobility accessible units to be converted, constructed, modernized or newly built, (5) address, bedroom size and site distribution of 504-designated units, (6) type and source of funding being used to pay for retrofitting works, (7) scheduled date of unit completion, (8) projected date of unit certification, (9) actions undertaken by the ACOP office to ensure the livability and accessibility of temporary housing arrangements offered to affected tenants, particularly disabled ones, (10) projected date for certifying the common areas and Non-Housing Programs at each development, (11) total unit and project conversion cost, and (12) interim timeframes and benchmarks being employed by PRPHA to ensure that the biannual production rates set in Paragraph IV.C.(1) above are fully and timely met.
- (b) The Accessible Unit Plan herein required must also identify the following information: (1) the projects and units which PRPHA evaluated or assessed under UFAS, the ADA, and/or the FHAct between 2003 and 2016, the name(s) of all parties

involved in such assessments, the accessibility issues identified in each evaluation report, and the retrofitting works which had to be performed to attain final third-party certification, (2) name(s) of all parties in any way involved in the design and/or construction of the 148 projects that PRPHA has identified as having been constructed, modernized and/or rehabilitated after July 11, 1988, (3) the projects which assessment, design and/or construction contracts contained clauses requiring compliance with UFAS, Section 504, the ADA, the ABA and/or the FHAct. For those contracts that included such a clause, no later than December 31, 2016 and on a biannual basis thereafter PRPHA's Legal Counsel will report to HUD the enforcement and/or legal actions undertaken or projected to be initiated against contracted parties to remedy the inadequate assessment, design and/or construction, as well as the breach of contract.

- (c) Each Accessible Unit Plan which PRPHA biannually submits to HUD during the duration of this Agreement shall include a signed affirmation of compliance with 24 C.F.R. § 8.26, and Paragraph IV. C.(1)(e) of this VCA. The affirmation may be signed by the Secretary of Housing, PRPHA's Administrator or the Governing Board's Designee.
- (d) Each 504-designated unit inventoried in PRPHA's Accessible Unit Plan shall be identified as such in PRPHA's asset/property management software system and in any other database or tracking system being employed by HUD or PRPHA at the time. PRPHA's ACOP Office will further biannually report to HUD all 504-designated units which have been identified in PRPHA's asset/property management system, while specifying the designated unit's address, bedroom size, type of occupant (regular or disabled tenant, and type of disability) and the execution date of the Lease Addendum mandated under Paragraph IV.I. below.

### **(3) Partially-Accessible Unit Plan**

- (a) PRPHA's VCA Administrator and Construction Office shall develop and submit to HUD by December 31, 2016 and on a biannual basis thereafter a partial accessibility unit plan covering the 1,209 units at 184 public housing developments that were built, modernized or rehabilitated before July 11, 1988. Units will be accredited as partially accessible upon receipt of a third party certification verifying that, as a minimum, these provide the following UFAS-compliant features: (1) an accessible project route leading up to the partially-accessible unit; (2) an accessible route within the dwelling unit; (3) clear nominal door widths of 32" and beveled ¾" thresholds; (4) kitchens, bathrooms and bedrooms with a clear floor maneuvering space of 30" x 48"; (5) bathrooms with mounted grab bars in the shower and toilet area, accessible showers (transfer 36" x 36" or roll-in 30" x 60"), installed shower seats and shower operators and hose systems; and (6) hardware in unit doors and windows which does not require tight grasping, pinching or twisting.
- (b) PRPHA's Partially-Accessible Unit Plan will be broken down by project and shall include: (1) project name, number, address, elderly or family designation, exact

construction date and, if applicable, date of modernization or rehabilitation; (2) total units in each development; (3) address, bedroom size and site distribution of partially accessible units; (4) total number of units to be converted, constructed, modernized or newly built as partially accessible; (5) scheduled date of unit completion; (6) projected date of unit certification; (7) projected date for certifying the common areas and Non-Housing Programs at each development; (8) total unit and project conversion cost; and (9) interim timeframes and benchmarks being employed by PRPHA to ensure that the annual production rates set in Paragraph IV.C.(1) are met.

- (c) Each Partially-Accessible Unit Plan which PRPHA biannually submits to HUD during the duration of this Agreement shall include a signed affirmation of compliance with 24 C.F.R. § 8.26 and Paragraph IV. C.(1) above of this VCA. The affirmation may be signed by the Secretary of Housing, PRPHA's Administrator or their designee.

#### **(4) Transition Plan**

- (a) This Agreement will serve as PRPHA's Transition Plan with respect to compliance with the provisions of accessible programs to persons with disabilities. *See* 24 C.F.R. § 8.25 (c).
- (b) In acknowledgement that non-compliance with any of the terms and/or timeframes herein included entails, among other things, the imminent risk of a substantial loss in federal funding, an automatic referral to DOJ to institute civil action in federal district court and other enforcement actions, such as the establishment of a victims compensation fund, PRPHA agrees to commit all the necessary human, institutional and economic resources required to successfully implement and accomplish each of the objectives set throughout this Agreement. This commitment includes but is not limited to implementing the following activities:
  - (i) Within the boundaries of applicable federal laws and regulations, PRPHA shall compile and adopt special system-wide administrative procedures aimed at speedily advancing and timely executing all responsibilities under this VCA. PRPHA's Legal Counsel shall submit to HUD organizational flow charts and written policies to institutionalize expedited administrative procedures, which shall span areas such as procurement, contracting and other 504-ADA construction activities, third-party certification services, acquisition of accessible equipment, relocation of disabled residents, unit switches between regular and 504 dwellings, and all other matters in any way connected to the terms of this VCA. Cognizant of this VCA's time-sensitive conditions, PRPHA's Legal Counsel shall have finished creating these special administrative procedures which shall be ready for implementation no later than December 31, 2016.
  - (ii) To ensure the continuous coverage of duties critical to the fulfillment of this Agreement, PRPHA agrees that no later than sixty (60) days of the signatory

execution of this Agreement it will have developed and submitted a contingency or emergency plan to HUD. The plan shall identify foreseeable risks, interruptions and/or threat scenarios which could potentially disrupt VCA compliance activities, such as unplanned and/or extended absence of PRPHA's key decision-makers or political appointees; natural and man-made disasters (hurricanes, flooding, power outages, criminal activities, etc.), soil conditions and other terrain variables; scheduling and construction delays; and other potential circumstances and events, including worst-case scenarios. This plan shall seek to ensure PRPHA's timely recovery after the occurrence of a disruption, such as establishing a temporary leadership structure with clear governance functions and priority VCA responsibilities to be activated upon the temporary, long-term or permanent leave of the Secretary of Housing, PRPHA's Administrator or any of its Board members. Copies of this plan shall be maintained by the Secretary of Housing, PRPHA's Administrator, Board of Directors, Legal Counsel and VCA Administrator.

- (iii) PRPHA's Governing Board will take ownership of all compliance activities covered by this Agreement. PRPHA's Governing Board shall, either directly or through a delegation of powers, assess, prioritize and manage PRPHA's planning and performance activities under the VCA. Among other things the Board or its designee shall: (1) hold meetings every two months with key staff from each of PRPHA's office divisions, including Admissions and Occupancy, VCA Administrator, Legal Counsel, Finance and Administration, Project Development and Construction, Asset Management, and Regulations and Compliance, to track PRPHA's progress towards meeting the VCA's requirements; (2) participate in biannual civil rights trainings to better understand the risks and consequences of PRPHA not complying with the VCA; (3) hold biannual meetings with HUD's FHEO and PIH Office; (4) evaluate personnel to ensure knowledgeable individuals have been assigned to oversee and perform VCA compliance activities; (5) assess funding stream under the VCA to ensure that PRPHA has made a sufficient and adequate allocation of financial resources; (6) track on a continuous basis PRPHA's planning, activities and progress under the VCA; and (7) issue all Resolutions which may be required to adequately execute the terms and conditions established hereunder. PRPHA's biannual reports to HUD shall provide documentary evidence demonstrating the fulfillment of these conditions, including copies of Board-issued Resolutions.
- (iv) To ensure the horizontal and vertical integration of PRPHA's offices and resources, within thirty (30) days of the signatory execution of this Agreement, PRPHA shall create a VCA compliance team which will support all activities under this Agreement. This compliance team will be comprised of career personnel designated from each of PRPHA's office divisions, including Admissions and Occupancy, Legal Counsel, Finance and Administration, VCA Administrator, Project Development and Construction, Asset Management, and Regulations and Compliance. These career

employees shall act as VCA liaisons for their respective offices, and will be assigned clearly defined roles and responsibilities with measurable benchmarks and outcomes. No later than thirty (30) days of the signatory execution of this Agreement, PRPHA will notify HUD in writing each designee's name and contact information with specification of the VCA tasks assigned to each one.

- (v) The VCA Compliance Team required in the above provision, along with the VCA Administrator required in Provision IV.A. of this Agreement, shall both report directly to the Administrator of the PRPHA or to anyone else having the delegated authority of PRPHA's Governing Board, concerning matters related to this Agreement. The PRPHA Administrator or Governing Board's Delegee shall further provide their unwavering support and prioritize all compliance activities undertaken pursuant to this Agreement. Both agree to grant full autonomy and independence to the VCA Administrator and VCA Compliance Team by vesting them with all necessary administrative powers, such as the authority to oversee and assure PRPHA's implementation of the provisions of this Agreement, coordinate PRPHA's civil rights compliance efforts, monitor VCA activities with personnel, and submit all reports, records and plans required by this Agreement or HUD pursuant to its VCA monitoring activities. No later than sixty (60) days of the effective date of this Agreement, PRPHA's Administrator or the Governing Board's Delegee shall issue and distribute among its public housing personnel, including management agents and division offices, a delegation of administrative authority vesting the Office of the VCA Administrator and VCA Compliance Team with all the powers necessary to meet the terms and conditions of this Agreement.
- (vi) For purposes of addressing and completing the agreed upon terms of this Agreement, PRPHA has allocated \$47,000,000.00 in excess operating reserves on a proposed Operating Fund Financing Program ("OFFP") currently under evaluation by the Department. Within thirty (30) days of the OFFP approval by the Department, PRPHA shall provide a timetable to the Department detailing the manner in which it shall expend in VCA-related activities approved under the OFFP, including its commitment to retrofit 1,489 units at 148 project sites between 2016 and 2019 and a final delivery of 2,597 units by 2020. It is further understood, that PRPHA shall earmark the \$47,000,000.00 dollars for the exclusive use of complying with the requirements of this VCA. It is further agreed that HUD's incremental approval of OFFP drawdown requests will be conditioned to PRPHA's submission of third-party certifications, which meet the terms of Paragraph IV.C.(1) above. It is further agreed that excess funds resulting from these OFFP activities will be invested in meeting this VCA. Reprogramming of any excess funds for purposes other than VCA-related activities, shall be coordinated and subject to approval with the pertinent federal officials within HUD's Caribbean Office of Public Housing ("PIH Office").



- (vii) PRPHA further agrees to annually set aside \$3,600,000.00 in its Five (5) Year Plan to cover VCA-related activities throughout the duration of this Agreement. PRPHA, however, retains the discretion to decide how to perform this allocation, which may be achieved through an annual lump sum set aside, numerous set asides till reaching the \$3,600,000.00 annual mark or through any other means which leads to the effective allocation of the overall amount required herein.
- (viii) PRPHA shall set aside any additional federal and/or state funding to the previously required allocations which may be necessary to comply with the timeframes and conditions set throughout this Agreement.
- (ix) Within thirty (30) days of the signatory execution of this Agreement, PRPHA will have established dedicated bank accounts to track all VCA expenditures according to the activities specified in this Agreement. This information shall further be provided to HUD's Caribbean Office of Public Housing ("PIH Office").
- (x) Within thirty (30) days of the signatory execution of this Agreement and no later than January 31<sup>st</sup> of each covered year thereafter, PRPHA's Finance and Administration Office shall submit to HUD's PIH Office a commitments, obligations and expenditures plan for VCA-required activities. The plan shall itemize the funding balances of the set aside amounts from PRPHA's public housing budget, detailed line-items and provide monthly breakdowns of funding expended and percentage of work accomplished under this Agreement. PRPHA understands that, upon HUD's approval, it must add the VCA-covered commitments, obligations and expenditures to its Five (5) Year plan. PRPHA further understands that it shall be barred from modifying or deviating in any way from the plan or the conditions HUD may have established, unless HUD makes a finding that exigent circumstances have risen which justify the granting of a modification or waiver. PRPHA further agrees that any VCA-related funding that it may deobligate can only be reobligated for the performance of covered VCA activities. An immediate referral to DOJ shall be triggered should PRPHA deviate from the commitments, obligations and/or expenditures approved by HUD's PIH Office or should it deobligate HUD-monies for non-VCA activities.
- (xi) PRPHA agrees to manage, use and spend its VCA-related allocations in conformity with federal laws and regulations. PRPHA shall establish adequate controls to ensure that funded activities are completed and result in the actual execution and delivery of the duties established in this Agreement. Half-finished, federally-funded activities which do not achieve a specifically established VCA objective shall be regarded as a financial mismanagement thereby triggering an immediate referral to HUD's Office of Inspector General with a recommendation to, among other things, seek reimbursement of funds from nonfederal funding sources.

- (c) PRPHA understands it is obliged to devise all ways and means necessary to successfully and timely accomplish each provision of this Agreement. PRPHA's Administrator agrees to commit any additional human, institutional and economic resources not specified herein, but required for the timely and full completion of set goals. Under no circumstance shall HUD consider as an acceptable defense for not having met a specified VCA obligation, aspects or events that are within PRPHA's control, such as funding, institutional hurdles, public policy and procedural constraints, personnel changes or any other issue which may have been overcome through due diligence and/or the utilization of reasonable effort, skill or care.

**(5) Certification of Accessible Units**

- (a) Prior to beginning the certification process and no later than ninety (90) days of the signatory execution of this Agreement, PRPHA shall submit for HUD's approval documentation verifying the qualifications of the third-party architectural and/or engineering firm(s) selected to certify units and project sites, including proof of the professional liability insurance covering negligent acts, accessibility errors and/or omissions maintained by the third-party and verification of its prior demonstrated knowledge and experience with Section 504, the ADA, the FHAct, and the ABA, including applicable accessibility standards.
- (b) PRPHA will provide biannual reports containing signed certifications from a qualified, independent third-party architectural and/or engineering firm approved by HUD which verifies that: (1) the accessible-designated units, including the project's common areas and Non-Housing Programs, which were designed, constructed, altered or adapted on or after July 11, 1988 comply either with UFAS or with HUD's notice No. FR-5784-N-01, and (2) the accessible-designated units, including the common areas and Non-Housing Programs, which were constructed, altered or adapted before July 11, 1988 comply with UFAS to the maximum extent feasible while meeting the conditions of Paragraph IV. C.(3) above.
- (c) HUD has clarified eleven (11) design standards that PRPHA may employ when certifying existing housing which construction was finalized prior to the signatory execution of this VCA. *Included herein as Appendix G is a List of HUD's clarifications.*
- (d) HUD reserves the right to conduct periodic on-site reviews of projects, units and other Housing Programs to ensure compliance with this VCA.
- (e) Five (5) days upon receipt of each unit's certification, PRPHA's ACOP Office shall input data identifying such dwelling as 504-certified in PRPHA's asset/property management software system, HUD's Public and Indian Housing Information Center ("PIC") and in any other HUD database or tracking system being employed by PRPHA at the time. The ACOP Office will further biannually report to HUD those 504-certified units, with specification of their address and bedroom size, that have

been identified as 504-accessible in PRPHA's asset/property management software and HUD's PIC system.

- (f) Nothing in this Agreement diminishes PRPHA's obligation to provide housing programs that, when viewed in their entirety, are accessible to individuals with disabilities.

#### **(6) Status Reports of Housing Programs**

- (a) PRPHA will provide biannual reports to HUD on the status of the Housing Program requirements contained in Paragraphs IV.C.(1)-(5). PRPHA shall submit these biannual reports in printed and electronic format, as required in Section V. below. The first report will be due on December 31, 2016, unless a different submission date has been required in any of the provisions contained in Paragraphs IV.C.(1)-(5) above. Unless otherwise required, subsequent reports shall be due at six-month intervals (June 30<sup>th</sup> and December 31<sup>st</sup>) until the expiration of this Agreement.

### **D. NON-HOUSING PROGRAMS**

#### **(1) Non-Housing Programs' Accessibility Plan**

- (a) In conformity with 24 C.F.R. § 8.21, PRPHA will ensure that its Non-Housing Programs are accessible to persons with disabilities. Non-Housing Programs include, but are not limited to all common areas (including common areas in HOPE VI developments), accessible routes, PRPHA's central, regional and management agent offices, leasing offices, public restrooms and laundry rooms, mail delivery, trash disposal, meeting rooms, recreation rooms, community centers and day care facilities including restrooms. PRPHA will biannually report to HUD the total number of Non-Housing program areas which have been certified as accessible under UFAS and the ADA during the prior six months. These program areas will be identified by type of program, location and, if applicable, housing project while giving a cumulative count of the total number of facilities whose non-housing programs have been certified.
- (b) If a portion of PRPHA's Non-Housing Programs are located in project sites that were built, modernized or rehabilitated before July 11, 1988, then PRPHA will retrofit and certify such Non-Housing elements as being UFAS-accessible to the maximum extent feasible.
- (c) No later than December 31, 2021 PRPHA shall submit to HUD signed certifications from a qualified third-party verifying the accessibility of its Non-Housing Programs, as described in Paragraph IV. D.(1)(a)-(b) above. The VCA's 2021 expiration date, however, may be extended in this regard, if PRPHA is able to prove having performed retrofitting activities to at least make UFAS-accessible the leasing offices, public restrooms, and common area routes leading to leasing offices and 504-designated or certified units.

## **(2) Certification of Administrative Offices**

- (a) No later than sixty (60) days of the signatory execution of this Agreement, PRPHA shall require in writing that private and municipal management agents provide fully accessible offices which meet the scoping requirements of both UFAS and the ADA. PRPHA shall further warn private and municipal management agents that failure to comply with this or any other VCA requirement shall be deemed as cause for immediate contract termination.
- (b) No later than December 31, 2017 PRPHA shall submit to HUD signed certifications from a HUD-approved third-party which verifies that PRPHA's central, regional, and management agent offices meet the scoping requirements of UFAS and the ADA. *Included herein as Appendix H is a List of PRPHA's Management Agents, Central and Regional Offices.*

## **(3) On-site Inspections**

- (a) HUD reserves the right to conduct periodic on-site inspections of all of the foregoing Non-Housing facilities to ensure compliance with both UFAS and the ADA. In addition, HUD reserves the right to verify and require that Non-Housing programs, services and activities, when viewed in their entirety, are made accessible to individuals with disabilities.

## **E. NEEDS ASSESSMENT**

- (1) No later than December 31, 2016 and subsequently thereafter on a biannual basis, PRPHA will update its Section 504-ADA Needs Assessment to ensure that all disabled public housing tenants have been properly identified either at the point of admission or annual recertification (reexamination). The Needs Assessments will describe PRPHA's special efforts in identifying and assessing disabled residents' needs and shall include the following information: (a) 504 unit data specifying whether the unit has been third-party certified as fully or partially accessible, (b) revised counts of non-disabled and disabled tenants living in 504-designated units, (c) residents' identification by name, address, project and, if applicable, type of disability (wheelchair user, mobility, visually or hearing impaired, etc.), and (d) identification of disabled residents in need of mobility accessible units, sensory accessible units or regular first-floor units.
- (2) The VCA Administrator and ACOP Office shall ensure that PRPHA's submitted Needs Assessments include problem-solving analyses remediating the identified needs of each disabled tenant. The Needs Assessments shall provide interim solutions to help alleviate disabled tenants' needs as well as conclusive, long-term remedies.
- (3) Within sixty (60) days of the signatory execution of this Agreement and subsequently thereafter on a biannual basis, PRPHA's Asset Management shall audit 504-ADA Needs Assessment reports to secure the completeness and accuracy of the data being reported to

HUD. It shall further ensure that PRPHA has taken all possible measures to resolve the residents' identified needs, prior to deciding to leave the disabled tenant in waiting.

- (4) Within sixty (60) days of the signatory execution of this Agreement and on a biannual basis thereafter, PRPHA's ACOP Office will update its asset/property management software as well as HUD's PIC system (or any other HUD database being used at the time) to ensure that the tenant data reported in these systems corresponds with the information being collected through the Needs Assessment reports and vice versa. PRPHA's ACOP Office further agrees to biannually report to HUD the data updates made to its asset/property management software and HUD's PIC system to adequately reflect PRPHA's disabled population.
- (5) No later than June 30, 2017, PRPHA will create a computerized, Internet-based unit relocation system which prioritizes disabled residents' transfer requests over regular residents' relocation petitions and new admissions. This computerized system shall be used by PRPHA's VCA Administrator, ACOP Office and management agents when resolving transfer requests. It will provide users with the following information in an easy-to-use format: (a) detection of first-floor regular units, broken down by project and bedroom size, that require mandatory transfers due to occupancy issues (under-housed or over-housed), (b) identification of 504-designated units, broken down by project and bedroom size, being occupied by families without disabilities or with disabling conditions that bear no nexus or relationship to the accessibility features provided by such unit, and (c) identification of disabled residents' and regular tenants' transfer requests, broken down by project, bedroom size, petition date, and other relevant information.

#### **F. REASONABLE ACCOMMODATIONS**

- (1) PRPHA's VCA Administrator will maintain documentation of each reasonable accommodation request which shall include: (a) date and time of the request or inquiry, (b) nature of the request or inquiry, (c) action taken on the accommodation request(s) or inquiry, (d) if the request was rejected or changes made in the requested accommodation(s), and (e) documentation reflecting the final disposition of the requests.
- (2) If any of the requests are sent directly to the private or municipal management agents, then these shall also keep a date and time log that contains the above information.
- (3) No later than five (5) days after a management agent has denied a request for reasonable accommodation(s), the private or municipal management agent's Section 504/ADA Coordinator shall forward the determination(s) to PRPHA's VCA Administrator for review.
- (4) No later than December 31, 2016 and subsequently thereafter on a biannual basis, PRPHA's VCA Administrator, ACOP Office and management agents shall submit reports which provide a narrative describing each reasonable accommodation request and/or inquiry. The biannual Reasonable Accommodation Reports will include: (a) a list of each applicant's and/or resident's accommodation request or inquiry, (b) the date of

each applicant or resident request or inquiry, and (c) the final disposition of the request or inquiry, including information regarding modification or rejection of the reasonable accommodation request(s). The narrative will also reflect any preference(s) indicated by a resident to remain in the current unit during modification(s) or transfer to an alternate, accessible unit.

- (5) PRPHA's Asset Management shall annually audit all Reasonable Accommodation Reports to secure these are complete and accurate prior to being submitted to HUD. It shall ensure that reports include problem-solving analyses aimed at remediating disabled tenants' accommodation needs in a temporary and conclusive manner, prior to leaving the request outstanding and the disabled tenant in waiting.
- (6) No later than June 30, 2017, PRPHA will create a computerized, Internet-based system that will provide first priority to disabled residents' reasonable accommodations and/or modification requests over regular residents' petitions. It will show the date in which each accommodation request was made and will provide a tickler system that will be activated every two months to warn of unresolved petitions requiring immediate attention from PRPHA's VCA Administrator, ACOP Office and management agents.

#### **G. EFFECTIVE COMMUNICATIONS**

- (1) As part of PRPHA's commitment to ensure effective communications in public housing, in 2015 it acquired auxiliary aids and other assistive technology equipment. On June 4, 2015, PRPHA's VCA Administrator further established a protocol for the usage of assistive equipment and sign language interpreters.
- (2) PRPHA reaffirms its commitment to continue to furnish appropriate assistive technology, auxiliary aids and services, where necessary to afford an individual with disabilities affecting vision, hearing, color perception, speech, dexterity, strength or reach an equal opportunity to participate in its programs, services and activities. In determining what assistive technology or auxiliary aids are necessary, PRPHA shall give primary consideration to the needs and requests of the individual with disabilities unless doing so would result in a fundamental alteration of the PRPHA's programs or activities, or an undue financial and administrative burden. *See* 24 C.F.R. § 8.6.
- (3) PRPHA shall ensure that persons with disabilities affecting vision, hearing, color perception, speech, dexterity, strength or reach may effectively apply to and participate in its public housing programs. In providing direct program access, PRPHA shall ensure that disabled applicants and participants have access to and can use information in a manner that is comparable to the access and use by non-disabled counterparts.
- (4) PRPHA will promote equal information-sharing by ensuring that its webpage is fully accessible to individuals whose disabilities affect vision, hearing or color perception. PRPHA's web content and uploaded data will be made available in accessible formats that, among other things, are readable by screen readers. Under no circumstance shall PRPHA

publish documents or any other information in its webpage that are in an unreadable format, such as image-like PDF, GIF, JPEG or TIF.

- (5) No later than December 31, 2016, PRPHA shall submit proof to HUD verifying its effective communications system as well as the accessibility of its public housing program and webpage. PRPHA shall employ the Section 508 Standards of the U.S. Access Board as a guideline for gauging the level of accessibility afforded to applicants and participants whose disabilities affect vision, hearing, color perception, speech, dexterity, strength or reach.
- (6) Throughout the duration of this Agreement, PRPHA will provide all notices, correspondence and/or communications disseminated pursuant to Section IV. in alternate format, upon request. *See* 24 C.F.R. § 8.6.

## **H. EMPLOYEE EDUCATION**

### **(1) Existing Employees:**

- (a) No later than sixty (60) days of the signatory execution of this Agreement, PRPHA shall have developed an educational program for all appropriate administrative and contracted employees, including staff person employed by its municipal and private management agents. The appropriate PRPHA employees, agents, contractors and management agent employees include principal and administrative staff, housing managers, housing assistants, application/occupancy specialists and other admissions personnel, maintenance supervisors and hearing officers, and other employees or contractors who have contact with applicants, residents or members of the public. The training will inform existing employees of PRPHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the FHAct, the ABA, and their respective regulations.
- (b) Within sixty (60) days of the signatory execution of this Agreement, PRPHA shall have developed a structural accessibility training for all persons employed by its Asset Management and Construction Office. The training will instruct employees on the requirements of this VCA. It will further instruct personnel on the scoping requirements of UFAS, the ADA, the ABA and the FHAct and will cover subjects such as design reviews, accessibility assessments of existing developments, retrofitting of existing housing and monitoring of construction projects to ensure code observance. No later than December 31, 2016, PRPHA's Asset Management and Construction Office will have received its first structural accessibility training.
- (c) No later than sixty (60) days of the signatory execution of this Agreement, PRPHA shall have developed an in-depth civil rights training for all hearing, regulatory and compliance staff, including hearing officers, administrative law judges and PRPHA's Office of Regulations and Compliance. The training will instruct hearing, regulatory and compliance staff on the non-discrimination obligations under Section 504, the ADA, the ABA and the FHAct, and will cover subjects such as reasonable

accommodations, reasonable modifications, program accessibility, barrier-free housing and the automatic pre-emption of local laws, policies and/or practices that run afoul or in any way conflict with federal civil rights.

- (d) PRPHA shall meet the above training requirements by employing a variety of training delivery mediums, including on-site and remote instructional methods, to educate employees in a cost and time-effective manner (*i.e.*, Web-based instruction, telephone training, periodic distribution of civil rights newsletter, computer-led instruction, and hands-on experience). PRPHA shall further evidence having trained all of the above-listed PRPHA employees no later than December 31, 2016. PRPHA will also biannually provide follow-up civil rights trainings to all personnel covered by Paragraph IV. H.(1)(a)-(c) above for the duration of this Agreement.

(2) New Employees:

- (a) Within sixty (60) days of the signatory execution of this Agreement, PRPHA shall have developed and commenced implementing an educational program for all appropriate new PRPHA employees and contractors, including employees of the municipal and private management agents. The appropriate new PRPHA employees, agents, contractors staff and management agent employees include principal and administrative staff, housing managers, private housing managers, housing assistants, application/occupancy specialists, other admissions personnel, maintenance supervisors and hearing officers, and other employees or contractors who have contact with applicants, residents or members of the public.
- (b) The New Employee Training will be provided to new employees within a hundred and eighty (180) days of their entry date of service. The training will inform the new employees of PRPHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the FHAct, the ABA, and their implementing regulations. PRPHA shall meet its new employees' training requirements by utilizing a variety of training delivery mediums, including on-site and remote instructional methods, to educate employees in a cost and time-effective manner (*i.e.*, Web-based instruction, telephone training, periodic distribution of civil rights newsletter, computer-led instruction, and hands-on experience).

(3) Employee Educational Plan:

- (a) Within ninety (90) days of the signatory execution of this Agreement and biannually thereafter, PRPHA shall submit its proposed educational plans for existing and new employees. Its plan shall specify training curricula, objectives and projected training schedules. PRPHA's proposed educational schedule must provide sessions of a minimum of six (6) training hours.
- (b) PRPHA's Human Resources Office shall maintain attendance logs for each training session conducted for the duration of this Agreement; the logs will document training attendance for both existing and new employees.



## **I. NOTICE TO RESIDENTS AND LEASE ADDENDUM**

- (1) For the period of this Agreement, PRPHA's ACOP Office shall provide a written dual language (Spanish/English) notice to each head of household at the time of admission and/or annual recertification (reexamination). This notification will explain that tenants with disabilities or with disabled family members have a federal right to request reasonable accommodations and/or modifications at any point during their residency.
- (2) During lease-up of any 504-designated or certified unit, PRPHA's ACOP Office shall execute a dual language (Spanish/English) Lease Addendum requiring families without a disability-related need for the accessibility features of such unit to relocate to a regular unit within thirty (30) days of notice by PRPHA that there is an eligible applicant or resident with a disability who requires the features of their 504 unit. Within thirty (30) days of the signatory execution of this Agreement PRPHA shall submit for FHEO's approval its proposed language for the Lease Addendum.
- (3) Within ninety (90) days of the signatory execution of this Agreement and by June 30th of each covered year under this Agreement PRPHA's ACOP Office shall submit a Lease Addendum Report to HUD that shall contain the following information: (a) unit identification data, including project name, unit number and address, bedroom size and type of 504 unit (sensory or mobility accessible), (b) date of certification of the 504-designated unit, if applicable, (c) name of unit's tenant and type of occupant (non-disabled, wheelchair user, mobility, sensory or mentally-impaired, etc.), (d) lease addendum's date of execution, (e) names and household composition of disabled residents who need within-project relocations to mobility accessible, sensory accessible or regular first-floor units and the relocation request date, (f) names and household composition of disabled residents who need mobility accessible, sensory accessible or regular first-floor units in other projects and transfer request date, and (g) proposed corrective actions.
- (4) For the duration of this Agreement, PRPHA's ACOP Office will monthly monitor the occupancy of 504-designated units to ensure that these are not housing non-disabled tenants at the expense of families with disabled residents. PRPHA's ACOP Office shall provide HUD with biannual reports documenting such monitoring activities.

## **J. POLICIES AND PROCEDURES**

- (1) By December 31, 2016, PRPHA shall have reviewed and submitted for HUD's approval all of the English and Spanish versions of the policies and procedures referenced in this Agreement to ensure their full compliance with housing civil rights laws, especially disability rights. PRPHA shall specifically revise and submit:
  - (a) Admissions, Occupancy and Transfer Policies;
  - (b) Reasonable Accommodations Policy;

- (c) Effective Communications Policy;
  - (d) Pet Policy;
  - (e) Lease/Lease Addendum;
  - (f) Grievance Procedures;
  - (g) Discrimination Complaints Policy; and
  - (h) Hearings Procedures.
- (2) Within sixty (60) days of HUD's approval, PRPHA will fully adopt and implement the above-listed policies. PRPHA shall further register the English and Spanish versions of the HUD-amended policies with the Puerto Rico Department of State and upload an accessible version to its webpage, which complies with the conditions prescribed in Paragraph IV. G. above.

#### **K. PUBLICATION AND NOTICE**

- (1) Second Extended VCA: Within sixty (60) days of the signatory execution of this Agreement PRPHA's Board of Directors, Executive Staff, Division Officers, VCA Administrator, Section 504/ADA Coordinator, Legal Counsel, project site managers, management agents' representatives and key officers, and duly elected residents' council or organization shall be provided with a copy of this Agreement.
- (2) Notice of Second Extended VCA:
- (a) No later than sixty (60) days of the signatory execution of this Agreement, the VCA Administrator, jointly with PRPHA's Legal Counsel, shall distribute a Spanish and English notice describing the terms of this Agreement to all current PRPHA employees, including contract staff and management agent employees who have any sort of contact with applicants, residents or members of the public. The notice will provide: (1) a summary of each of the VCA's requirements; (2) the policy and operational changes that PRPHA will be undertaking to implement this VCA; and (3) PRPHA's legal obligation to comply with the conditions set forth in this Agreement and disability civil rights (Section 504, the ADA, Section 109, the FHAct, the ABA, and HUD's regulations).
  - (b) By August 1, 2016 and within thirty (30) days of the entry date of each new PRPHA employee thereafter, including contract staff and management agent employees, shall be provided with the notice referenced in the above paragraph.
  - (c) PRPHA shall maintain a signed and dated receipt from each current and new PRPHA employee, including contract staff and management agent employees, that verifies

receipt of the notice referenced in Paragraph IV.(K)(2)(a) above. PRPHA shall retain the signed and dated receipts in the individual's personnel file for the duration of this Agreement.

- (d) By December 31, 2016 and on an annual basis thereafter PRPHA shall provide HUD with a list of staff persons, identified by name and position, who have received a copy of the notice referenced in Paragraph IV. (K)(2)(a) above.

(3) VCA Meetings:

- (a) The Administrator of the PRPHA, the VCA Administrator and Legal Counsel shall meet at least quarterly with PRPHA's Governing Board to discuss the progress made in complying with this VCA, the status of PRPHA's implementation efforts, achieved outcomes and any additional resources and/or compliance activities required for the successful completion of any condition established in this Agreement.
- (b) PRPHA's VCA compliance team, created pursuant to Paragraph IV. C.(4)(b)(iii) above, will hold biweekly meetings with the VCA Administrator to discuss PRPHA's activities and required institutional changes to achieve the civil rights goals established hereunder. This team will further issue monthly reports to the Secretary of Housing, the Administrator of the PRPHA and Legal Counsel, which will be focused on problems analysis (early problem identification, and solutions recommendations), benchmarks data, and VCA outcomes and deliverables.
- (c) In the event that the Puerto Rico Secretary of Housing, PRPHA's Administrator, Legal Counsel, VCA Administrator or any PRPHA Board member resigns, separates or is otherwise terminated prior to the expiration of this Agreement, the incoming appointee(s) will be required to meet with HUD's FHEO and PIH Caribbean Offices no later than twenty (20) calendar days of their temporary designation or permanent appointment.

(4) VCA Audits:

- (a) PRPHA's compliance activities and processes under the VCA shall be independently reviewed on an annual basis by PRPHA's internal auditor. These auditing reviews should contain examination recommendations, validate those aspects of PRPHA's planning and management processes which have managed to yield positive results, and collect institutional lessons learned. These auditing reviews will further serve as the basis for generating significant institutional changes, including policy and processes revisions, geared at improving PRPHA's VCA operations.
- (b) Copies of PRPHA's biannual audits shall be furnished to HUD, and distributed among PRPHA's key officers, such as the Secretary of Housing, PRPHA's Administrator, Legal Counsel, VCA Administrator and Board of Directors.

## **V. REPORTING REQUIREMENTS**

- (1) For the purpose of this Agreement, if the reporting day falls on a weekend or a Federal holiday, the report will be due the first business day after such weekend or holiday.
- (2) Complete reporting materials, including VCA-mandated supporting evidence, must be printed, signed by the Secretary of Housing, PRPHA's Administrator, Legal Counsel and VCA Administrator, and directed to: U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, 235 Federico Costa St. Suite 200 San Juan, Puerto Rico 00918. In addition, VCA-mandated reports without the supporting evidence shall be provided in electronic format to the following: (1) Ms. Wanda S. Nieves, Director, FHEO Newark Program Center, Wanda.S.Nieves@hud.gov; (2) Ms. Tzeitel Andino-Caballero, Equal Opportunity Specialist, FHEO Caribbean Office, TZEITEL.ANDINO-CABALLERO@hud.gov and (3) Mr. Antonio Cordova, Director, PIH Caribbean Office, Antonio.Cordova@hud.gov. HUD reserves the right to update or modify the contact persons identified in this reporting provision.
- (3) Unless otherwise specified, beginning December 31, 2016 and extending throughout the duration of this Agreement PRPHA shall submit biannual reports to HUD tracking the progress and/or completion of each of the conditions contained in Paragraphs IV. A.-K. of this Agreement.
- (4) PRPHA shall review each VCA-mandated report prior to its submission to HUD to ensure that reports are complete and accurate. PRPHA understands that making false, fictitious or fraudulent statements in any matter within HUD's jurisdiction is a breach of this Agreement.
- (5) No later than the expiration date of this Agreement on December 31, 2021, PRPHA shall submit a final report to the Department reflecting the fulfillment of each of the requirements contained in Paragraphs IV. A.-K. of this VCA.

## **VI. RECORD KEEPING REQUIREMENTS**

- (1) During the term of this Agreement, PRPHA shall maintain all resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations and modifications, and notices of termination, along with any and all material relating to PRPHA's implementation of the conditions of this Agreement.
- (2) During the term of this Agreement, PRPHA shall maintain files containing documentation of its efforts to meet the obligations of PRPHA in meeting each of the conditions contained in Sections IV.-V. of this VCA.
- (3) PRPHA shall maintain copies of all claims, investigative records and requests for reasonable accommodations and modifications, and its review materials and documents related to those requests and grievance process materials for the duration of this

Agreement. Beginning one (1) year after the effective date of this Agreement, PRPHA shall provide an annual report on the disposition of the above claims, requests and grievances. Upon request, PRPHA also will make these records available for inspection to appropriate Department employees.

## **VII. IMPLEMENTATION, MONITORING AND ENFORCEMENT**

- (1) HUD will monitor PRPHA's implementation of this Second Extended Agreement in the following manner:
  - (a) During the first year after the effective date of this Agreement, HUD's FHEO and PIH offices and PRPHA's Administrator, Secretary of Housing, Legal Counsel and VCA Administrator will meet at least twice a year to discuss PRPHA's progress towards meeting agreed conditions. Moreover, at its discretion, FHEO and/or PIH may convene additional meetings, with notice to PRPHA's Administrator, to discuss progress with implementing the terms of this Agreement and conduct other business with respect to this Agreement.
  - (b) Throughout the duration of this Agreement, PIH and PRPHA's key officers or its Governing Board's Designee will meet at least once a month to discuss PRPHA's progress towards meeting each of the goals established in this Agreement. Moreover, at its discretion, PIH may convene additional meetings, with notice to PRPHA's key officers, to discuss progress in implementing the terms of this Agreement or conduct other business with respect to this Agreement.
- (2) In the event that PRPHA fails to comply with any condition or timeframe under this Agreement, the Department shall enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD, including referring the matter to DOJ for the initiation of civil action in federal court.

## **VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT**

- (1) The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner. Upon a finding of non-compliance, HUD will provide PRPHA with a written statement specifying the facts of the alleged non-compliance and a reasonable opportunity to resolve or cure the alleged non-compliance or in the alternative, an opportunity to negotiate in good faith HUD's findings of non-compliance. However, if the Department determines that PRPHA has not satisfactorily resolved the findings of non-compliance, the Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement:
  - (a) Any act(s) or omission(s) by a PRPHA employee who violates the terms of this Agreement may serve as grounds for HUD's imposing debarment, as set forth in 24 C.F.R. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400 or limited denial of participation as set forth in 24 C.F.R. § 24.705.

- (b) Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's declaring a breach of the annual contributions contract (ACC) with respect to some or all of PRPHA's functions.
  - (c) Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's withholding some or all of PRPHA's Capital Fund Program funding as specified in 24 C.F.R. § 968.335.
  - (d) Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to deny PRPHA high performer status under 24 C.F.R. § 901.115(e).
  - (e) Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for declaring PRPHA ineligible to receive funding under any Notice of Funding Availability (NOFA) for competitive grants.
  - (f) Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek in federal court specific performance, the redress of violations of any or all of the provisions of this Agreement.
  - (g) Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.
  - (h) Any act(s) or omission(s) that violates the terms of this Agreement may serve as ground for the Department to conduct a compliance review under Section 504, the ADA, the FHAct or other appropriate statutory or regulatory authority.
  - (i) Any act(s) or omission(s) that violates the terms of this Agreement may result in the application of other sanctions specified in the annual contributions contract, civil rights statutes, case law or federal regulations not expressly enumerated herein but which govern PRPHA's housing programs due to HUD's provision of financial assistance.
- (2) The acts set forth in this Section are not mutually exclusive, and the Department has the right to pursue any or all of these remedies as well as any other remedies available under relevant laws.

## IX. SIGNATURES

By affixing their signature, PRPHA certifies having reviewed, approved and accepted the terms and conditions of this Agreement.

**On behalf of the Puerto Rico Public Housing Administration:**



Alberto Lastra-Power  
Chairperson, Board of Directors

September 29, 2016

Date

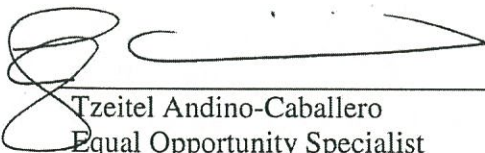
**On behalf of the U.S. Department of Housing and Urban Development:**



Jay Golden, Region II Director  
Office of Fair Housing and Equal  
Opportunity



Wanda S. Nieves, Director  
Office of FHEO, Newark Center and  
Caribbean Field Office



Tzeitel Andino-Caballero  
Equal Opportunity Specialist  
Office of FHEO, Caribbean Field Office



Antonio Cordova, Director  
Office of Public and Indian Housing  
Caribbean Field Office

September 29, 2016

Date

## **APPENDIX A: PRPHA’S LIST OF PROJECTS**



Project Name	RQ#	AMP#	Total Building Structure Count	Total Unit Count	Municipality
San Antonio	RQ002002	RQ005010002	5	132	San Juan
Puerta de Tierra	RQ002003	RQ005010003	8	284	San Juan
San Agustín*	RQ002004	RQ005010004	10	84	San Juan
Parque San Agustín	RQ005246	RQ005010004		80	San Juan
Luis Llorens Torres (Providencia 1-842)	RQ002009	RQ005010007	41	826	San Juan
Luis Llorens Torres (El Medio 843-1722)	RQ002009	RQ005010008	48	857	San Juan
Luis Llorens Torres (Youth Center 1723-2610)	RQ002009	RQ005010009	51	887	San Juan
Las Margaritas I	RQ002014	RQ005010016	38	344	San Juan
Las Margaritas II (no ofic.)	RQ002015	RQ005010017	29	325	San Juan
Las Gladiolas I (Demolición)	RQ005015	RQ005010025		0	San Juan
Los Lirios	RQ005026	RQ005010029	9	150	San Juan
Las Margaritas III (no ofic.)	RQ005038	RQ005010034	22	231	San Juan
Res. Emiliano Pol	RQ005097	RQ005010044	1	208	San Juan
Las Gladiolas II (Demolición)	RQ005140	RQ005010047		0	San Juan
Puerta de Tierra II		RQ005010060	5	85	San Juan
Fray Bartolomé de Las Casas	RQ002001	RQ005010001	35	420	San Juan
Ernesto Ramos Antonini (1-420)	RQ002011	RQ005010013	42	420	San Juan
Ernesto Ramos Antonini (421-864)	RQ002011	RQ005010014	42	444	San Juan
Manuel A. Pérez	RQ003016	RQ005010018	73	850	San Juan
Ext. Manuel A. Pérez	RQ003081	RQ005010019	103	900	San Juan
2da Ext. Manuel A. Pérez	RQ003105	RQ005010020	33	312	San Juan
Jardines de Selles I	RQ005007	RQ005010022	27	300	San Juan
El Trébol	RQ005033	RQ005010031	4	152	San Juan
Jardines de Selles II (no ofic.)	RQ005040	RQ005010037	10	100	San Juan
El Prado	RQ005099	RQ005010045	45	220	San Juan
Los Peñas	RQ005159	RQ005010049	8	200	San Juan
Torre de Francia	RQ005195	RQ005010055	1	100	San Juan
Las Camelias	RQ005304	RQ005010058	2	166	San Juan
Juan C. Cordero Dávila *	RQ005001	RQ0050010021	45	508	San Juan
Jardines de Quintana (no ofic.)	RQ005030	RQ0050010021		2	San Juan
Rosendo Matienzo Cintrón	RQ003015	RQ005003017	15	160	Cataño
Juana Matos I	RQ003102	RQ005003018	40	400	Cataño

Juana Matos II	RQ005002	RQ005003019	20	200	Cataño
Juana Matos III	RQ005008	RQ005003020	20	200	Cataño
Las Palmas	RQ005025	RQ005003021	42	400	Cataño
Jardines de Cataño	RQ005037	RQ005003022	23	180	Cataño
El Coquí	RQ005210	RQ005003023	16	120	Cataño
Zenón Díaz Valcárcel	RQ003026	RQ005003024	27	200	Guaynabo
La Rosaleda	RQ005085	RQ005003027	11	136	Guaynabo
Rafael Martínez Nadal	RQ005232	RQ005003028	9	92	Guaynabo
Nemesio R. Canales I (1-582)	RQ002007	RQ005010005	31	582	San Juan
Nemesio R. Canales II (583-1150)	RQ002007	RQ005010006	34	544	San Juan
Alejandro	RQ005016	RQ005010026	40	294	San Juan
El Manantial	RQ005161	RQ005010050	18	200	San Juan
Los Cedros	RQ005106	RQ005005028	2	324	Trujillo Alto
Covadonga	RQ005114	RQ005005029	34	504	Trujillo Alto
Vista Hermosa I (1-310)	RQ002010	RQ005010010	44	310	San Juan
Vista Hermosa II (311-594)	RQ002010	RQ005010011	50	284	San Juan
Vista Hermosa III (595-894)	RQ002010	RQ005010012	62	300	San Juan
Alturas de Cupey	RQ005034	RQ005010032	48	250	San Juan
Villa Esperanza	RQ005035	RQ005010033	23	300	San Juan
Jardines de Monte Hatillo (1-328)	RQ005039	RQ005010035	20	328	San Juan
Jardines de Monte Hatillo (329-698)	RQ005039	RQ005010036	26	370	San Juan
Los Laureles	RQ005069	RQ005010039	20	194	San Juan
Leopoldo Figueroa	RQ005070	RQ005010040	1	240	San Juan
Beatriz Lasalle	RQ005071	RQ005010041	1	100	San Juan
Monte Park	RQ005143	RQ005010048	19	304	San Juan
Brisas de Cupey	RQ005166	RQ005010051	24	184	San Juan
Santa Elena	RQ005167	RQ005010052	6	168	San Juan
Antigua Vía*	RQ005192	RQ005010053	54	15	San Juan
Park Court	RQ005244	RQ005010053		80	San Juan
Los Lirios	RQ005194	RQ005010054	30	130	San Juan
Villa Andalucía I	RQ005238	RQ005010056	7	80	San Juan
Villa Andalucía II * (no ofic.)	RQ005242	RQ005010056		82	San Juan
Jesús T. Piñero	RQ003053	RQ005005001	23	124	Canóvanas
Sabana Abajo	RQ005009	RQ005005003	66	500	Carolina
El Flamboyán	RQ005081	RQ005005007	18	136	Carolina
Alturas de Contry Club	RQ005082	RQ005005008	9	72	Carolina

Torres de Sabana	RQ005103	RQ005005011	6	452	Carolina
Carolina Walk Up (El Faro)	RQ005169	RQ005005012	9	100	Carolina
Roberto Clemente	RQ005212	RQ005005013	17	126	Carolina
Santa Catalina	RQ005216	RQ005005014	14	92	Carolina
Carolina Housing	RQ005217	RQ005005015	8	92	Carolina
Loma Alta	RQ005253	RQ005005016	2	50	Carolina
Jardines De Ceiba	RQ005044	RQ005005017	8	50	Ceiba
La Ceiba	RQ005180	RQ005005018	11	70	Ceiba
Puerto Real *	RQ005021	RQ005005020	88	100	Fajardo
Valle de Puerto Real	RQ005204	RQ005005020		75	Fajardo
Santiago Vele Calzada	RQ005176	RQ005005021	19	100	Fajardo
San Patricio	RQ003054	RQ005005022	14	50	Loiza
Yuquiyu I*	RQ005132	RQ005005022		100	Loiza
Diego Zalduondo	RQ003055	RQ005005023	13	110	Luquillo
El Cemi*	RQ005156	RQ005005024	13	100	Luquillo
El Cemi II	RQ005302	RQ005005024		50	Luquillo
Galateo Apartments	RQ005206	RQ005005026	16	63	Río Grande
José H. Ramírez *	RQ003066	RQ005005026		80	Río Grande
Jardines De Vieques	RQ003104	RQ005005030	14	50	Vieques
Cesar "Coca" Gonzalez		RQ005005031	83	83	Vieques
Padre Rivera	RQ003094	RQ005007002	35	260	Humacao
Pedro J. Palou	RQ005020	RQ005007003	21	150	Humacao
Ignacio Morales	RQ003029	RQ005007006	20	148	Naguabo
Naguabo Valley*	RQ005231	RQ005007008	6	37	Naguabo
Torres del Río	RQ005196	RQ005007008		36	Naguabo
Dr. Víctor Berríos	RQ003028	RQ005007010	19	144	Yabucoa
Santa Elena *	RQ005109	RQ005007011	45	56	Yabucoa
Reparto Horizonte	RQ005235	RQ005007011		37	Yabucoa
Los Valles (New Development)		RQ005007012	24	24	Naguabo
Jardines del Paraíso	RQ005011	RQ005010023	78	298	San Juan
Jardines De Country Club	RQ005013	RQ005010024	15	113	San Juan
San Martín	RQ005017	RQ005010027	26	300	San Juan
Juan Jiménez García	RQ003019	RQ005004003	41	256	Caguas
Raúl Castellón	RQ005004	RQ005004005	26	200	Caguas
Brisas del Turabo I	RQ005010	RQ005004006	26	178	Caguas
Brisas del Turabo II	RQ005019	RQ005004007	16	122	Caguas

Caguax	RQ005051	RQ005004008	10	5	Caguas
Bonneville Heights	RQ005113	RQ005004010	6	100	Caguas
Villa del Rey	RQ005138	RQ005004011	11	100	Caguas
Jardines de San Carlos	RQ005170	RQ005004012	6	86	Caguas
Mirador Apartments *	RQ005239	RQ005004013	53	46	Caguas
Ext. La Granja	RQ005256	RQ005004013		25	Caguas
Luis C. Echevarria	RQ003098	RQ005004014	13	100	Gurabo
Narciso Varona	RQ003093	RQ005004015	28	260	Juncos
Colinas de Magnolia	RQ005064	RQ005004016	16	148	Juncos
Antulio López Flecha	RQ005165	RQ005004017	11	109	Juncos
La Ribera	RQ003052	RQ005004018	16	100	Las Piedras
Ext. Jardines de Judely*	RQ005185	RQ005004019	10	70	Las Piedras
Jardines de Yudely (no ofic.)	RQ005090	RQ005004019		32	Las Piedras
Liborio Ortiz	RQ003020	RQ005006001	23	160	Aibonito
Villa Universitaria	RQ003037	RQ005006002	11	100	Barranquitas
Reparto San Antonio	RQ005197	RQ005006003	4	60	Barranquitas
Alturas de Montellano *	RQ005201	RQ005006006	17	80	Cayey
Jardines de Buena Vista (no ofic.)	RQ005058	RQ005006006		1	Cayey
Los Laureles (5-H no ofic.)	RQ005029	RQ005006006		1	Cayey
Jardines de Cidra	RQ005181	RQ005006009	6	70	Cidra
Cidra Housing	RQ005249	RQ005006010	3	6	Cidra
Fernando Calimano	RQ003014	RQ005006016	17	146	Guayama
Luis Palés Matos	RQ003085	RQ005006017	44	298	Guayama
Jardines de Guamaní	RQ005184	RQ005006019	23	100	Guayama
Valle de Guayama	RQ005266	RQ005006020	3	50	Guayama
Villa Del Parque	RQ003089	RQ005006021	17	100	Juana Díaz
Leonardo Santiago	RQ005148	RQ005006022	7	100	Juana Díaz
San Martín	RQ005220	RQ005006023	37	44	Juana Díaz
José V. Fortiz	RQ003061	RQ005006026	9	70	Orocovis
Villas de Orocovis	RQ005205	RQ005006027	2	50	Orocovis
Bella Vista (Salinas)	RQ003090	RQ005006028	14	100	Salinas
Brisas del Mar	RQ005045	RQ005006029	9	92	Salinas
Pedro M. Descartes	RQ003067	RQ005006030	16	110	Santa Isabel
Rincón Taíno	RQ005144	RQ005006031	9	100	Santa Isabel
El Taíno	RQ005202	RQ005006032	16	95	Santa Isabel
Estancias Santa Isabel	RQ005255	RQ005006033	9	9	Santa Isabel

Villas Beatriz (New Development)		RQ005006036	14	54	Cayey
Isidro Cora	RQ003021	RQ005007001	26	150	Arroyo
Villa Real *	RQ005187	RQ005007009	29	70	Patillas
Villa del Caribe	RQ003062	RQ005007009		70	Patillas
Villa Valle Verde	RQ003030	RQ005009001	17	150	Adjuntas
Alturas de Adjuntas	RQ005227	RQ005009002	4	55	Adjuntas
La Montaña	RQ003048	RQ005009006	12	100	Jayuya
Mattei I	RQ005233	RQ005009007		46	Jayuya
Mattei III (no ofic.)	RQ005247	RQ005009007		30	Jayuya
Hayuya II*	RQ005270	RQ005009007	16	50	Jayuya
Los Flamboyanes	RQ003063	RQ005009009	10	70	Peñuelas
Santiago Iglesias	RQ001002	RQ005009011	34	280	Ponce
Caribe	RQ001003	RQ005009012	30	116	Ponce
Portugués	RQ001004	RQ005009013	17	152	Ponce
Dr. Ramón de la Pila	RQ001008	RQ005009014	36	586	Ponce
Pedro J. Rosaly	RQ001009	RQ005009015	19	238	Ponce
José N. Gandara	RQ001010	RQ005009016	15	270	Ponce
1ra Ext. Dr. Pila	RQ001015	RQ005009018	9	120	Ponce
E. Ramos Antonini	RQ001017	RQ005009020	35	350	Ponce
Los Rosales	RQ005006	RQ005009021	22	180	Ponce
Lirios del Sur	RQ005088	RQ005009023	29	400	Ponce
Perla Del Caribe	RQ005089	RQ005009024	3	272	Ponce
2da Ext. Dr. Pila	RQ005108	RQ005009025	3	200	Ponce
Canas Housing*	RQ005248	RQ005009026	66	59	Ponce
Las Delicias	RQ005160	RQ005009026		7	Ponce
José Tormos Diego	RQ005163	RQ005009027	11	168	Ponce
Ponce Housing	RQ005171	RQ005009028	9	131	Ponce
Villa Elena	RQ005188	RQ005009029	7	100	Ponce
Golden View	RQ005258	RQ005009030	6	50	Ponce
Silver Valley*	RQ005260	RQ005009030		50	Ponce
Cooper View	RQ005259	RQ005009030		50	Ponce
Perla del Bucaná	RQ005261	RQ005009031	5	50	Ponce
Francisco Figueroa	RQ003024	RQ005008001	30	160	Añasco
Santa Rita de Casia	RQ003027	RQ005008003	21	156	Cabo Rojo
Jardines De Las Marías	RQ005226	RQ005008005	3	55	Las Marías
Juan Ferrer*	RQ003056	RQ005008006	7	30	Maricao

Colinas de Maricao	RQ005300	RQ005008006		24	Maricao
Colombus Landing	RQ004001	RQ005008007	44	476	Mayagüez
Franklin D. Roosevelt I (1-300)	RQ004003	RQ005008008	11	300	Mayagüez
Franklin D. Roosevelt II (301-600)	RQ004003	RQ005008009	22	300	Mayagüez
Sábalos Gardens	RQ004004	RQ005008010	30	140	Mayagüez
Cuesta Las Piedras	RQ004006	RQ005008012	23	142	Mayagüez
Yaguez	RQ004008	RQ005008013	20	200	Mayagüez
Manuel Hernández Rosa (Candelaria)	RQ004009	RQ005008014	36	268	Mayagüez
El Carmen	RQ004010	RQ005008015	27	252	Mayagüez
Rafael Hernández (Kennedy)	RQ004011	RQ005008016	30	274	Mayagüez
Mar y Sol	RQ005005	RQ005008017	16	124	Mayagüez
Ramírez de Arellano (Turnkey)	RQ005053	RQ005008019	6	80	Mayagüez
Monte Isleño	RQ005054	RQ005008020	16	185	Mayagüez
Jardines de Concordia	RQ005111	RQ005008021	17	200	Mayagüez
Flamboyán Gardens *	RQ005241	RQ005008022	44	74	Mayagüez
Mayagüez Gardens	RQ005174	RQ005008022		71	Mayagüez
Parque Sultana	RQ005245	RQ005008023	7	74	Mayagüez
Mayagüez Housing I*	RQ005250	RQ005008024	15	48	Mayagüez
Mayagüez Housing II (La Arboleda)	RQ005254	RQ005008024		50	Mayagüez
Veredas del Mar (New Development)		RQ005008027	24	24	Cabo Rojo
Jardines de Guanica	RQ005183	RQ005009004	5	70	Guanica
Padre Nazario *	RQ003044	RQ005009005	17	120	Guayanilla
Bahía	RQ005173	RQ005009005		50	Guayanilla
Las Américas	RQ003049	RQ005009008	8	80	Lajas
Santa Catalina*	RQ005028	RQ005009035	35	200	Yauco
Ext. Santa Catalina (no ofic.)	RQ005067	RQ005009035		24	Yauco
Villas del Cafetal (Yauco Housing)	RQ005191	RQ005009036	10	79	Yauco
Aguada (Egipciano)	RQ003034	RQ005001001	17	100	Aguada
Jardines de Aguada	RQ005178	RQ005001002	4	70	Aguada
Los Robles	RQ005178	RQ005001003	62	62	Aguada
José Agustín Aponte	RQ003086	RQ005001004	31	300	Aguadilla
Agustín Stahl	RQ003100	RQ005001005	70	400	Aguadilla
Juan García Ducos	RQ005014	RQ005001006	28	200	Aguadilla
Bernardino Villanueva	RQ005024	RQ005001007	25	252	Aguadilla
Cuesta Vieja	RQ005149	RQ005001008	12	200	Aguadilla
Villamar Apartments	RQ005155	RQ005001009	3	84	Aguadilla

La Montaña	RQ005158	RQ005001010	25	220	Aguadilla
Las Muñecas	RQ005162	RQ005001011	14	200	Aguadilla
Puesta del Sol	RQ005179	RQ005001012	7	100	Aguadilla
Alturas de Isabela	RQ005100	RQ005001013	19	104	Isabela
Jardines del Noroeste	RQ005125	RQ005001014	77	98	Isabela
José N. Gandara	RQ003058	RQ005001015	11	74	Moca
La Cruz	RQ003058	RQ005001016	5	68	Moca
Santa Rosa	RQ003065	RQ005001017	9	74	Rincón
Hacienda San Andrés	RQ005153	RQ005001019	6	150	San Sebastián
Vistas de Isabel		RQ005001020	33	33	Isabela
Vistas de Isabel II		RQ005001021	95	95	Isabela
Ext. Manuel Zeno Gandía	RQ003018	RQ005002001	52	444	Arecibo
Ramón Marín Sola*	RQ003082	RQ005002002	23	200	Arecibo
Colinas del Expreso	RQ005312	RQ005002002		20	Lares
Antonio Márquez Arbona	RQ003099	RQ005002004	19	180	Arecibo
Bella Vista	RQ003101	RQ005002005	18	150	Arecibo
Villa de los Santos I	RQ005199	RQ005002007		9	Arecibo
Villa Los Santos II*	RQ005175	RQ005002007	22	13	Arecibo
Agustín Ruiz Miranda	RQ003046	RQ005002015	15	80	Hatillo
Oscar Colón Delgado	RQ005098	RQ005002016	4	60	Hatillo
Revdo. Francisco Vigo Salas	RQ003064	RQ005002022	12	100	Quebradillas
Guarionex	RQ005129	RQ005002023	15	100	Quebradillas
Plazuela Catalina*	RQ005136	RQ005002008	27	100	Barceloneta
Antonio Dávila Freyte	RQ003036	RQ005002008		74	Barceloneta
Quintas de Barceloneta*	RQ005223	RQ005002009	9	46	Barceloneta
Florida Housing	RQ005251	RQ005002009		30	Bar/Florida
Fernando Sierra Berdecia	RQ003040	RQ005002011	13	100	Ciales
Dos Ríos	RQ005119	RQ005002012	9	60	Ciales
Alturas De Ciales	RQ005200	RQ005002013	54	50	Ciales
Villa Evangelina IV * (5-H)	RQ005147	RQ005002019	11	58	Manatí
Villa Evangelina II (no ofic.)	RQ005121	RQ005002019		1	Manatí
Villa Evangelina III	RQ005146	RQ005002019		2	Manatí
Vistas de Atenas	RQ005243	RQ005002021	9	76	Manatí
Ramón Pérez Rodríguez	RQ003068	RQ005002024	14	80	Toa Alta
Jardines de San Fernando	RQ005198	RQ005002025	39	70	Toa Alta
El Toa	RQ003069	RQ005002026	13	80	Toa Baja

Villas de Sabana	RQ005219	RQ005002027	10	83	Toa Baja
Francisco Vega Sánchez	RQ003071	RQ005002028	16	100	Vega Alta
El Batey	RQ005208	RQ005002030	9	91	Vega Alta
Enrique Catoni	RQ003022	RQ005002031	20	148	Vega Baja
Alturas de Vega Baja	RQ005190	RQ005002032	4	14	Vega Baja
Vivamery Apartments	RQ005306	RQ005002034	9	144	Manatí
Virgilio Dávila	RQ003017	RQ005003001	50	480	Bayamón
José Celso Barbosa *	RQ003096	RQ005003002	26	230	Bayamón
Santa Catalina (5-H)	RQ005115	RQ005003002		1	Bayamón
Rafael Torrech	RQ005003	RQ005003003	29	200	Bayamón
Magnolia Gardens	RQ005052	RQ005003004	5	104	Bayamón
Alegría Apartments *	RQ005202	RQ005003005	6	120	Bayamón
Miraflores II (5-H)	RQ005123	RQ005003005		0	Bayamón
Las Gardenias	RQ005094	RQ005003007	8	164	Bayamón
La Alhambra	RQ005096	RQ005003008	8	96	Bayamón
Jardines de Caparra	RQ005150	RQ005003010	13	288	Bayamón
Sierra Linda	RQ005151	RQ005003011	9	200	Bayamón
Los Laureles	RQ005168	RQ005003012	6	100	Bayamón
Los Dominicos	RQ005213	RQ005003013	9	100	Bayamón
Bella Vista Heights	RQ005214	RQ005003014	10	100	Bayamón
Cortijo (5-H)	RQ005215	RQ005003015	3	1	Bayamón
Valencia (5-H)	RQ005215A	RQ005003015		3	Bayamón
Campo Verde (5-H)	RQ005240	RQ005003016	15	11	Bayamón
Enrique Landron *	RQ003042	RQ005006015	37	100	Corozal
Alturas de Cibuco	RQ005182	RQ005006015		19	Corozal
Tomás Sorolla	RQ003059	RQ005006024	8	74	Morovis
Candelario Torres	RQ003060	RQ005006025	9	80	Naranjito
Fernando Luis García	RQ003023	RQ005009033	28	200	Utuado
Jesús M. Lago (5-H)	RQ005107	RQ005009034	21	2	Utuado
Jardines de Utuado *	RQ005189	RQ005009034		100	Utuado
Andrés M. Liceaga *(TC PARTE)	RQ003087	RQ005001018	26	150	San Sebastián
San Sebastian Court		RQ005001018		60	San Sebastián
Trina Padilla de Sanz -TC	RQ003097	RQ005002003	29	240	Arecibo
La Meseta - TC	RQ005127	RQ005002006	10	300	Arecibo
El Dorado - TC	RQ003043	RQ005002014	13	78	Dorado
Las Violetas - TC	RQ005105	RQ005002029	10	88	Vega Alta



Brisas de Bayamón- TC	RQ005093	RQ005003006	28	300	Bayamón
Vista Alegre - TC	RQ003035	RQ005004001	8	74	Aguas Buenas
Turabo Heights - TC	RQ005056	RQ005004009	32	254	Caguas
La Lorenzana*- TC	RQ005092	RQ005004020	13	100	San Lorenzo
Villas de San Lorenzo (Área 6)	RQ005237	RQ005004020		12	San Lorenzo
Los Mirtos (TC PARTE)	RQ005009	RQ005005004	18	240	Carolina
Lagos de Blasina (TC PARTE)	RQ005075	RQ005005005	18	240	Carolina
Catañito Gardens - TC FULL	RQ005076	RQ005005006	7	124	Carolina
La Esmeralda (TC PARTE)	RQ005101	RQ005005009	4	84	Carolina
El Coral - TC FULL	RQ005102	RQ005005010	7	100	Carolina
Pedro Rosario Nieves (TC PARTE)	RQ003095	RQ005005019	29	210	Fajardo
Yuquiyu II - TC FULL	RQ005186	RQ005005025	8	70	Luquillo
Jardines de Montellano - TC	RQ005027	RQ005006005	11	250	Cayey
Brisas de Cayey - TC	RQ005157	RQ005006007	19	210	Cayey
Práxedes Santiago - TC	RQ003041	RQ005006008	20	124	Cidra
Carioca- TC	RQ005048	RQ005006018	34	200	Guayama
Jardines de Oriente - TC	RQ005131	RQ005007004	18	200	Humacao
Villa Del Río - TC	RQ005133	RQ005007007	9	100	Naguabo
Ext. Sábalo Gardens (Sábalo Nuevos) TC	RQ005012	RQ005008018	31	300	Mayagüez
Luis Muñoz Rivera (TC PARTE)	RQ003084	RQ005009003	21	200	Guanica
Ponce de León (Ponce) - TC	RQ001001	RQ005009010	30	300	Ponce
Arístides Chavier - TC	RQ001014	RQ005009017	50	480	Ponce
Rafael López Nussa - TC	RQ001016	RQ005009019	42	404	Ponce
La Ceiba - TC	RQ005022	RQ005009022	36	300	Ponce
Villa España - TC	RQ002012	RQ005010015	47	500	San Juan
San Fernando- TC	RQ005023	RQ005010028	42	334	San Juan
Jardines de Campo Rico- TC	RQ005031	RQ005010030	12	196	San Juan
Jardines de Cupey- TC	RQ005080	RQ005010043	55	308	San Juan
Las Dalias- TC	RQ005135	RQ005010046	31	240	San Juan
Manuel Román Adames	RQ003038	RQ005002010	27	64	Camuy
Enrique Zorrilla	RQ003092	RQ005002017	30	280	Manatí
Los Murales	RQ005104	RQ005002018	21	214	Manatí
Brisas de Campo Alegre	RQ005177	RQ005002020	10	149	Manatí
Villa de Mabó *	RQ005211	RQ005003025	37	124	Guaynabo
Jardines de Guaynabo	RQ003045	RQ005003025		80	Guaynabo
Los Rosales *	RQ005193	RQ005005027	14	74	Trujillo Alto

Pedro Regalado Díaz	RQ003070	RQ005005027		50	Trujillo Alto
Luis Muñoz Morales	RQ003083	RQ005006004	27	280	Cayey
Las Palmas	RQ003088	RQ005006011	12	120	Coamo
Jardines del Edén	RQ005042	RQ005006012	20	150	Coamo
Coamo Housing	RQ005172	RQ005006013	8	88	Coamo
Manuel Martorell	RQ003103	RQ005006014	13	150	Comerio
Enudio Negrón*	RQ005203	RQ005006034	12	74	Villalba
Efraín Suárez	RQ003073	RQ005006034		60	Villalba
Maximino Miranda	RQ005164	RQ005006035	9	100	Villalba
Carmen H. Vda. Martorell	RQ003057	RQ005007005	96	50	Maunabo
Jardines del Almendro	RQ005236	RQ005007005		37	Maunabo
Villa Navarro * (no ofic.)	RQ005126	RQ005007005	59	59	Maunabo
Gabriel Soler Cátala	RQ003047	RQ005008004	8	64	Hormigueros
El Recreo	RQ003091	RQ005008025	45	300	San Germán
Manuel F. Rossy	RQ005145	RQ005008026	16	101	San Germán
José Castillo Mercado	RQ003032	RQ005009032	28	148	Sabana Grande
La Rosa	RQ005077	RQ005010042	8	52	San Juan
Jard. De la Nueva Puerta SJ *	RQ005294	RQ005010057	6	40	San Juan
Jard. De la Nueva Puerta SJ	RQ005295	RQ005010057		40	San Juan
<b>Los Alamos (Demolición - Vacante)</b>	RQ005056	RQ005003026	27	0	Guaynabo
Villa Monserrate (Demolición - Vacante)	RQ005154	RQ005004002	7	104	Aguas Buenas
José Gautier Benítez	RQ003033	RQ005004004	65	236	Caguas
Felipe Sánchez Osorio	RQ003025	RQ005005002	5	2	Carolina
Las Amapolas (Demolición - Vacante)	RQ005068	RQ005010038	0	0	San Juan

## **APPENDIX B: HUD'S LOF AND ACCESSIBILITY REPORT**

**Section 504 Accessibility Report**  
**Puerto Rico Public Housing Authority**  
**Week of January 13-17, 2003**

During the week of January 13-17, 2003, the United States Department of Housing and Urban Development conducted a review of the Puerto Rico Public Housing Authority's (PRPHA) compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504). The review team consisted of Headquarters, Buffalo, Miami, Kansas City, and Puerto Rico staff from the Offices of Fair Housing and Equal Opportunity, General Counsel, and Public and Indian Housing. During the review, the team conducted accessibility surveys of the main office building, 5 management offices, and 15 developments.

The PRPHA reported that of the approximately 57,000 units, 5 percent are accessible to individuals with mobility impairments, and 2 percent are accessible to persons with hearing and vision impairments. The team conducted on-site reviews of 52 units, located throughout the 15 developments surveyed.

The review of dwelling units revealed that there were no units that complied fully with the Uniform Federal Accessibility Standards (UFAS), which is the accessibility standard referenced by Section 504. The summary of our findings for unit and common area accessibility by project is set forth below.

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**Accessibility Review of American Management**

**TO: FILE**

**RE: Section 504 Compliance Review**

**DATE: January 14, 2003**

**REVIEW CONDUCTED BY: Juan Walker Alvarez, FHEO  
Lorena Alvarado, OGC**

On this date, the reviewers made an on-site visit to the main office of American Management and Administration Corp. located at Calle Ponce de Leon 1541, Rio Piedras, PR. The building is an office building and the management company's offices are situated in the ground and second floor. The second floor has two flights of stair in order to reach; there is no elevator. The first floor is where the offices of the top managers are located.

The entrance to the building begins in the parking lot. The driveway is a steep incline of 12% and 16% at various sections of measurements. The first space near the entry door is a parking space for mobility impairment. The space is clearly marked in blue with signage at the height of 62". The disembark aisle is 45" wide and over 200" long. The space itself is 101" wide. The aisle ramp is 48" wide and 101" long; the slope is at 7% and cross slope is 1.3%.

The exterior door is 31 ½" wide and has a lever hardware at 41" height. The entry hallway has a door that requires 15 lbs. of pressure to open; this door is 32" and door hardware is located at a 41" height. The hallway is at least 40". A second door at the end of the hall is more than 32" wide and requires 15 lbs. of pressure to open. The reception area is cramped and crowded which restricts movement for a wheelchair user.

The hall to the conference room is 41" wide with no turn space to enter the conference room. The door to enter the conference room is 34" wide. Evaluation of the bathroom was deferred.

END REVIEW

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#### Accessibility Review of SP Management

**TO: FILE**

**RE: Section 504 Compliance Review**

**DATE: January 14, 2003**

**REVIEW CONDUCTED BY: Juan Walker Alvarez, FHEO  
Lorena Alvarado, OGC**

On this date, the reviewers made an on-site visit to the main office of SP Management located Calle Detroit Esquina Alda, Rio Piedras, PR. The building is a split level former residence. The entry way has three low steps and a long landing. There is a second step to another landing that then goes into a double entry door. There is no sign indicating where the accessible entry is located. The service counter is 42" height.

The first floor bathroom entryway is 29" wide and does not have sufficient floor space in which a wheelchair user can maneuver. The toilet is well over 18" from the wall and do not have grab bars. The sink is oversized and obstructs the route to the toilet.

The accessible entry is in the back of the building from the parking lot. The surface of the parking lot has cracks and uneven areas. The space has no signage and

there are no markings indicating the space is and accessible spot. The entry door has three inches of rise to enter. The door with is 29" and has round doorknobs. The hall to an accessible basement conference room is 31" wide and interior door to the room is 27" wide. The basement bathroom door is 29" and has very little maneuvering space to pass the sink to the toilet. The toilet is 15" from the wall and there are no grab bars.

To access the offices there are stairs that have open risers. There is on equal access to these office for mobility and visually impaired persons. The hardware to the doors vary between levels and doorknobs and are 39" height. Doorway width average approximately 29" wide.

#### END REVIEW

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### **Jardines de Cupey** **Puerto Rico Public Housing Authority** **Section 504 Accessibility Report**

On January 13, 2003, Aaron Levine, Civil Rights Analyst, and Carmen Munoz, FHEO Specialist, conducted an on-site review of accessible units at Jardines de Cupey, a 308 unit apartment complex located at Abe. Monte Brito Cupey Bajo., Rio Piedras, Puerto Rico 00926. The team was escorted at the complex by manager Milagros Flores. The complex has 28 handicap-accessible units, including 4 one-bedroom, 14 two-bedroom, 9 three-bedroom, 0 four-bedroom, and 1 five bedroom units. The office, handicap-accessible parking at the complex, and four handicap-accessible units were surveyed. The findings of this survey are set forth below.

#### **I. Office Accessibility**

The interior door to the office of Jardines de Cupey had a door opening force of 9 pounds, in excess of the UFAS maximum of 5 pounds.

(Although the counter in the office area was 40 ½ inches high, there was a desk available for use by persons with mobility impairments.)

The office had a men's and women's restroom. Neither restroom had grab bars in the toilet stall, as required by UFAS. The pipes under the sinks in each restroom were not wrapped or otherwise insulated. Additionally, both restrooms had knobs on their entrances that required tight grasping and twisting of the wrist.

#### **II. Parking**

The office had one handicap-accessible parking space, which had down slope measurements of 4.4% and 5.0%, in excess of the 1:50 maximum specified by UFAS. The down slope measurements of the access aisle for this space were 6.1% and 4.0%, in excess of the 1:50 maximum specified by UFAS. The parking space

did have proper signage, but the universal symbol of disability was painted over. The parking space was painted solid blue, while the access aisle was painted solid white.

The complex had a total of 5 additional handicap-accessible parking spaces.

The parking space near buildings 17, 18, 20, and 21 had a ramp width of 35", below the 36" minimum required by UFAS. This parking space had a 96" width, but the access aisle was only 42", below the 60 inch minimum requirement of UFAS. This space had down slope measurements of 11.8% and 8.2%, and had cross slope measurements of 4.7% and 2.2%, all above the 1:50 maximum specified by UFAS.

One of the parking spaces near buildings 21 and 22 had no sign, a UFAS requirement. This space had down slope measurements of 3.1% and 6.1%, and cross slope measurements of 5.1% and 7.5%, all in excess of the UFAS limit of 1:50.

The parking spaces near building 20 and 21 had down slope measurements of 6.8% and 3.9%, and cross slope measurements of 10.2% and 7.1%, all in excess of the UFAS limit of 1:50.

The parking space in front of building 5 had a ramp with cross slope measurements of 5.5% and 2.9%, both in excess of the UFAS limit of 1:50. The parking space access aisle had a down slope measurement of 4.3%, above the UFAS limit of 1:50. The curb ramp connecting the access aisle of this parking space to the accessible route had a slope of 19.9%, in excess of the UFAS maximum of 1:12, and had a cross slope of 2.4% in excess of the 1:50 UFAS limit.

### **III. Accessible Route**

There was an accessible ramp connecting the parking lot in front of the office to other buildings in the complex. This ramp had a width of 35", below the 36" minimum of UFAS. The 60" x 36" landing at the top of the ramp had a 3 ½" drop at the edge of the landing, and there were no handrails.

### **IV. Unit Accessibility**

Jardines de Cupey reported that 20 of the 28 accessible units are accessible for persons with mobility impairments, 4 units are accessible for persons with visual impairments, and 4 units are accessible for persons with hearing impairments.

#### **Apartment 37**

This unit is a 3 bedroom handicap-accessible unit. The kitchen sink had pipes that were not insulated, although UFAS requires that they be covered. (The stove had controls mounted on the rear of the stove, recessed 21 ½". These controls

were 43" from the floor.) The distance between the refrigerator and the opposite counter was 32", below the 40 inch minimum required by UFAS.

The bathroom sink pipes were not covered, although UFAS requires that they be covered. The toilet had grab bars, but the grab bar on the side of the toilet was mounted 6" from the back wall, while UFAS specifies 12". This grab bar was only 13" long, while UFAS sets the minimum length of the side grab bar at 42 inches. The grab bar on the rear wall of the roll-in shower extended 28" from the control wall, while UFAS requires that this grab bar extend virtually the entire length of the rear wall.

The clothes rod height in the first bedroom was 62", in a second, 63", and in the third, 50". While UFAS specifies a maximum height of 54", non-disabled tenants may prefer that the unit offer the higher rods as well.

#### Apartment 281

This unit is a 2 bedroom handicap-accessible unit. The distance from the refrigerator to the opposite countertop was 36 ½" inches, above the UFAS minimum of 40 inches. The pipes under the kitchen sink were not wrapped, although UFAS requires that they be covered.

The living room outlet height was 14", below the 15" minimum specified by UFAS.

The bathroom had a knob door handle that required grasping and twisting of the wrist. The bathroom sink pipes were not wrapped. The toilet had grab bars, but the grab bar on the side of the toilet was mounted 9" from the back wall, while UFAS specifies 12". This grab bar was only 13" long, while UFAS sets the minimum length of the side grab bar at 42". The grab bar on the rear wall of the roll-in shower extended 28" from the control wall, while UFAS requires that this grab bar extend virtually the entire length of the rear wall. The toilet centerline was 16 inches from the side wall, while UFAS specifies 18".

The clothes rod height in the first bedroom was 63", and the clothes rod height in the second bedroom was 49 inches. While UFAS specifies a maximum height of 54", non-disabled tenants may prefer that the unit offer the higher rod as well. One bedroom had an outlet that was 14" from the floor, below the 15" minimum specified by UFAS.

#### Apartment 298

This unit is a 1 bedroom handicap-accessible unit. The distance from the refrigerator to the opposite counter was 30" on one side of the refrigerator, and 32" on another side of the refrigerator, both well below the 40" minimum set by UFAS.



The pipes below the kitchen sink were not covered, although UFAS requires that they be covered.

The bathroom sink pipes were not wrapped. The toilet had grab bars, but the grab bar on the side of the toilet was mounted 10 ½" from the back wall, while UFAS specifies 12". This grab bar was only 13" long, while UFAS sets the minimum length of the side grab bar at 42". The grab bar on the rear wall of the roll-in shower extended 28" from the control wall, while UFAS requires that this grab bar extend virtually the entire length of the rear wall.

#### Apartment 267

This unit is a 5 bedroom handicap-accessible unit. The pipes below the kitchen sink were not wrapped, although UFAS requires that they be covered.

The downstairs bathroom sink pipes were not wrapped. The toilet had grab bars, but the grab bar on the side of the toilet was mounted 7 ½" from the back wall, while UFAS specifies 12". This grab bar was only 13" long, while UFAS sets the minimum length of the side grab bar at 42". The grab bar on the rear wall of the roll-in shower extended 28" from the control wall, while UFAS requires that this grab bar extend virtually the entire length of the rear wall. Neither shower spray unit was adjustable (the shower had two spray units), while UFAS requires that the shower have a spray unit with a hose at least 60" that can be used as a fixed shower head at various heights or as a hand-held shower.

Four of the five bedrooms, and a bathroom were located upstairs. All doors upstairs had knob door handles that required tight grasping and twisting of the wrist. One upstairs bedroom closet clothes rod measured 64" high, while two other upstairs bedrooms had 63" closet clothes rods. The upstairs bathroom sink had a knob faucet that required grasping and twisting of the wrist. The upstairs bathroom sink pipes were not covered, although this is required by UFAS.

The downstairs bedroom had a closet clothes rod height of 63", above the 54" maximum height required by UFAS.

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#### San Fernando Puerto Rico Public Housing Authority Section 504 Accessibility Report

On January 14, 2003, Aaron Levine, Civil Rights Analyst, and Carmen Munoz, FHEO Specialist, conducted an on-site review of accessible units at San Fernando, a 334 unit apartment complex located at Ave. de Diego Final Rente Garaje AMA, San Juan, Puerto Rico 00926. The team was escorted at the complex by manager Maribel Padilla (787-792-0899) and Edwin Millan, operational manager, Perigrine Management Company, Inc. (787-281-6400). The complex

reported that it has 25 handicap-accessible units, including 8 one-bedroom units, 11 two-bedroom units, 5 three-bedroom units, and 1 six-bedroom unit. The complex reported that it had 17 units that were accessible to persons with mobility impairments, 4 units accessible to persons who are blind, and 4 units accessible to persons who are deaf. The complex identified all of these 25 units as being partially accessible. The office, handicap-accessible parking at the complex, and four handicap-accessible units were surveyed. The findings of this survey are set forth below.

## **I. Office Accessibility**

The women's restroom, located in a hallway off the main lobby, had an entrance that was 21 ½" wide, below the 32" minimum clear width specified by UFAS at 4.13.5. The door had a knob handle that required grasping and twisting of the wrist, while UFAS at 4.13.9 requires that the hardware be easy to grasp and not require tight grasping, tight pinching, or twisting of the wrist to operate. There were two sinks in this restroom, which both had knobs that required pinching and grasping, contrary to UFAS at 4.24.7 and 4.27.4. Additionally, the sink pipes were not covered, while UFAS at 4.24.6 requires that hot water and drain pipes exposed under sinks be insulated or otherwise covered.

The women's restroom had two stalls, but neither stall was equipped with grab bars, required by UFAS at 4.17.6. Additionally, the dimensions of the stalls were 52" x 38 ½" and 52 ½" x 38 ½", which differed from the dimensions specified by UFAS at 4.17.3, and as illustrated by Figure 30(b). The stalls had 22 ½" doors, below the 32" specified by UFAS at 4.17.5 and 4.13.5. The mirrors in the women's restroom were mounted with the bottom edge of the reflecting surface at 48", above the 40" maximum height specified by UFAS at 4.19.6.

The men's restroom, located in the same hallway as the women's restroom, had an entrance that was 21 ½" wide, below the 32" minimum clear width specified by UFAS at 4.13.5. The door had a knob handle that required grasping and twisting of the wrist, while UFAS at 4.13.9 requires that the hardware be easy to grasp and not require tight grasping, tight pinching, or twisting of the wrist to operate. There was one sink in this restroom, which had knobs that required pinching and grasping, contrary to UFAS at 4.24.7 and 4.27.4. Additionally, the sink pipes were not covered, while UFAS at 4.24.6 requires that hot water and drain pipes exposed under sinks be insulated or otherwise covered.

The men's restroom had two stalls, but neither stall was equipped with grab bars, required by UFAS at 4.17.6. Additionally, the dimensions of the stalls were 53" x 38" and 52" x 38", which differed from the dimensions specified by UFAS at 4.17.3, and as illustrated by Figure 30(b). The first stall had a 21 ½" door, and the second stall had a 23" door, below the 32" minimum clear width specified by UFAS

at 4.13.5. The mirror in the men's restroom was mounted with the bottom edge of the reflecting surface at 55", above the 40" maximum height specified by UFAS at 4.19.6.

## **II. Parking**

The complex had a total of 4 handicap-accessible spaces. The first space, located in front of building 5, had a curb cut with a down slope of 10.8%, in excess of the 8.33% maximum slope specified in UFAS at 4.8.2.

The second space, located outside of the office, had a ramp with a 1" bump that was not beveled, while UFAS at 4.7.4 and 4.5.2 requires that changes in level greater than ½" be accomplished with a ramp that complies with 4.7 or 4.8.

The third space, located by the library, had signage and a ramp.

The fourth space, located on the first road of the complex (the road before the office road), had no curb ramp, while UFAS at 4.6.2 requires that parking spaces be on accessible routes.

## **III. Accessible Route**

The route connecting the accessible parking space to the office is over 200' long, with non-beveled changes in level of 2" or more. Therefore, the space is not connected to the office by an accessible route, while UFAS at 4.6.2 requires that parking spaces be on accessible routes.

The handicap-accessible ramp outside of the office had down slope measurements of 16.9% and 16.6%, in excess of the 8.33% maximum slope specified in UFAS at 4.8.2. Additionally, this ramp was 8' long, but had handrails only along 30", while UFAS at 4.8.5 requires that handrails be provided along both sides of ramp segments.

## **IV. Unit Accessibility**

### **Apartment 145, in Building 6**

This unit is a 3-bedroom partially handicap-accessible unit. The entry had a 1 ½" exterior threshold, while UFAS at 4.34.2 and 4.13 states that thresholds at doorways shall not exceed ½" (or ¾" for exterior sliding doors.) The door had a knob handle that required grasping and twisting of the wrist, while UFAS at 4.13.9 requires that the hardware be easy to grasp and not require tight grasping, tight pinching, or twisting of the wrist to operate. The door to the patio had a 1" exterior threshold, above the ¾" maximum referenced earlier for exterior sliding doors.

The hallway to the bedrooms was 31 ½" wide, below the 36" required by UFAS at 4.34.2 and 4.2.1, as illustrated by Figure 1.

The bathroom toilet (water closet) had grab bars that were not installed as required by 4.34.5.2(3) and 4.26, as illustrated by Figure 29. Specifically, the grab bar on the side of the toilet was mounted at an angle (i.e. not parallel to the floor), and was 25 inches long, while Figure 29 in UFAS shows a 42" minimum grab bar length. The center line of the toilet was 14" from the side wall, below the 18" illustrated in UFAS at Figure 47(a).

The roll-in shower did not have an adjustable shower spray unit, while UFAS at 4.34.5.5(5) requires that a shower spray unit with a hose at least 60" long that can be used as a fixed shower head at various heights or as a hand-held shower be provided. Additionally, the grab bar did not extend around the shower unit, as required by UFAS at 4.34.5.5(3) and 4.26, and illustrated in Figure 37.

Bedrooms 1 and 3 had 27 ½" wide doorways, below the 32" required by UFAS at 4.34.2(6) and 4.13.5. The closet rod was 75" high, above the 54" maximum height specified by UFAS at 4.25.3. Bedroom 2 had a 74" high closet rod, and bedroom 3 had a 70" high closet rod, both above the 54" maximum height. Bedrooms 2 and 3 had knob handles that required grasping and twisting of the wrist, while UFAS at 4.13.9 requires that the hardware be easy to grasp and not require tight grasping, tight pinching, or twisting of the wrist to operate.

The accessible route to this unit had a 32' long ramp, with a rise of 31", while UFAS at 4.8.2 sets the maximum rise for any run at 30". The down slope measurements of 9.7%, 8.7%, and 9.3% exceeded the 8.33% maximum specified by UFAS at 4.8.2.

#### Apartment 203, Building 14

This unit is a 1-bedroom partially handicap-accessible unit. The entrance had a 1" exterior threshold, while UFAS at 4.34.2 and 4.13 states that thresholds at doorways shall not exceed ½" (or ¾" for exterior sliding doors.)

The distance between the refrigerator and the kitchen counter was 18 ½", below the 40" minimum set by UFAS at 4.34.6.2. As a result, no forward or side approach was possible at the sink, while UFAS at 4.34.6.2 requires a 30" x 48" clear floor space at all appliances in the kitchen.

The bathroom had a knob handle that required grasping and twisting of the wrist, while UFAS at 4.13.9 requires that the hardware be easy to grasp and not require tight grasping, tight pinching, or twisting of the wrist to operate.

The bathroom toilet had grab bars that were not installed as required by 4.34.5.2(3) and 4.26, as illustrated by Figure 29. Specifically, the grab bar on the

side of the toilet was mounted at an angle (i.e. not parallel to the floor), and was 30" long, while Figure 29 in UFAS shows a 42" minimum grab bar length. The center line of the toilet was 15" from the side wall, below the 18" illustrated in UFAS at Figure 47(a).

The roll-in shower had knob controls for the shower that required tight grasping, while UFAS at 4.34.5.5(4) and 4.27.4 requires that controls and operating mechanism shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The shower did have an adjustable shower spray unit. However, there was no track for adjusting the spray unit height. UFAS at 4.34.5.5(5) requires that a shower spray unit with a hose at least 60" long that can be used as a fixed shower head at various heights or as a hand-held shower be provided. Additionally, the grab bar did not extend around the shower unit, as required by UFAS at 4.34.5.5(3) and 4.26, and illustrated in Figure 37.

In the bedroom, the closet rod was 70" high, above the 54" maximum height specified by UFAS at 4.25.3. However, the tenant, who was disabled, stated that this height was acceptable to him.

#### Apartment 177, Building 9

This is a 6-bedroom partially handicap-accessible unit. The entry to this unit had a 1" exterior threshold, while UFAS at 4.34.2 and 4.13 states that thresholds at doorways shall not exceed 1/2" (or 3/4" for exterior sliding doors.)

The closet rod in the downstairs bedroom 1 was 65", and in downstairs bedroom 2, the closet rod was 66", both above the 54" maximum height specified by UFAS at 4.25.3. The tenant in bedroom 2, who uses a wheelchair, stated that the 66" height was acceptable to him.

The downstairs bathroom toilet had grab bars that were not installed as required by 4.34.5.2(3) and 4.26, as illustrated by Figure 29. Specifically, the grab bar on the side of the toilet was mounted at an angle (i.e. not parallel to the floor), and was 30" long, while Figure 29 in UFAS shows a 42" minimum grab bar length. The center line of the toilet was 15" from the side wall, below the 18" illustrated in UFAS at Figure 47(a).

The roll-in shower was missing the lever control, and the stub that remained as the control for the shower required tight grasping, while UFAS at 4.34.5.5(4) and 4.27.4 requires that controls and operating mechanism shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist.

The door from the kitchen to the patio had a 1" threshold, while UFAS at 4.34.2 and 4.13 states that thresholds at doorways shall not exceed 1/2" (or 3/4" for exterior sliding doors.)

The upstairs bathroom and four upstairs bedrooms were not handicap-accessible.

**Apartment 17, Building 1**

This is a 2-bedroom partially handicap-accessible unit. There was a 1" exterior threshold at the front entrance, while UFAS at 4.34.2 and 4.13 states that thresholds at doorways shall not exceed ½" (or ¾" for exterior sliding doors.)

The bathroom toilet had grab bars that were not installed as required by 4.34.5.2(3) and 4.26, as illustrated by Figure 29. Specifically, the grab bar on the side of the toilet was mounted at an angle (i.e. not parallel to the floor), and was approximately 25" long, while Figure 29 in UFAS shows a 42" minimum grab bar length. The center line of the toilet was 16" from the side wall, below the 18" illustrated in UFAS at Figure 47(a).

The grab bar did not extend around the shower unit, as required by UFAS at 4.34.5.5(3) and 4.26, and illustrated in Figure 37.

Bedroom 1 had a 28" wide entry, below the 32" required by UFAS at 4.34.2(6) and 4.13.5. Bedroom 2 had a 1" exterior patio threshold, while UFAS at 4.34.2 and 4.13 states that thresholds at doorways shall not exceed ½" (or ¾" for exterior sliding doors.)

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**Villa Esperanza**  
**Puerto Rico Public Housing Authority**  
**Section 504 Accessibility Report**

On January 15, 2003, Aaron Levine, Civil Rights Analyst, and Carmen Munoz, FHEO Specialist, conducted an on-site review of accessible units at Villa Esperanza, a 300 unit apartment complex located at Ave. Emiliano Poll Esq. Law Cumbres, San Juan, Puerto Rico 00926. The team was escorted at the complex by manager Carmen Miranda (787-720-6908) and Edwin Millan, operational manager, Perigrine Management Company, Inc. (787-281-6400). The complex reported that it has 21 handicap-accessible units, including no one-bedroom units, 10 two-bedroom units, 6 three-bedroom units, 2 four-bedroom units, and 3 five-bedroom units. The complex reported that it had 15 units that were accessible to persons with mobility impairments, 1 unit accessible to persons who are blind, and 5 units accessible to persons who are deaf. Mr. Millan stated the complex is undergoing a renovation, and that only 11 of the 21 handicap-accessible units are occupied. Per Mr. Millan and Ms. Miranda, the complex was built in 1973. The office, handicap-accessible parking at the complex, and four handicap-accessible units were surveyed. The findings of this survey are set forth below.

## **I. Office Accessibility**

The men's restroom, located in the main lobby outside the office, had an entrance that was 21 ½" wide, below the 32" minimum clear width specified by UFAS at 4.13.5. The door had a knob handle that required grasping and twisting of the wrist, while UFAS at 4.13.9 requires that the hardware be easy to grasp and not require tight grasping, tight pinching, or twisting of the wrist to operate. There was one sink, with sink pipes that were not covered, while UFAS at 4.24.6 requires that hot water and drain pipes exposed under sinks be insulated or otherwise covered. The mirror was mounted with the bottom edge of the reflecting surface at 45", above the 40" maximum height specified by UFAS at 4.19.6. There were 2 urinals that had rim heights of 24", above the 17" maximum required by UFAS at 4.18.2. There was one toilet (water closet), which had a door that was 24", below the 32" specified by UFAS at 4.17.5 and 4.13.5. The stall was not equipped with grab bars, required by UFAS at 4.17.6. Additionally, the dimensions of the stall was 57" x 31", which differed from the dimensions specified by UFAS at 4.17.3, and as illustrated by Figure 30(b).

The women's restroom, located in the main lobby outside the office, had an entrance that was 21 ½" wide, below the 32" minimum clear width specified by UFAS at 4.13.5. The door had a knob handle that required grasping and twisting of the wrist, while UFAS at 4.13.9 requires that the hardware be easy to grasp and not require tight grasping, tight pinching, or twisting of the wrist to operate. There were two sinks, with sink pipes that were not covered, while UFAS at 4.24.6 requires that hot water and drain pipes exposed under sinks be insulated or otherwise covered. The mirror was mounted with the bottom edge of the reflecting surface at 45", above the 40" maximum height specified by UFAS at 4.19.6. There were two toilets (water closets), which had 21 ½" wide doors, below the 32" specified by UFAS at 4.17.5 and 4.13.5. The stalls were not equipped with grab bars, required by UFAS at 4.17.6. Additionally, one stall was 30 ½" wide, and the other stall was 31 ½" wide, which was below the 36" specified by UFAS at 4.17.3, and as illustrated by Figure 30(b).

## **II. Parking**

The complex had a total of 10 handicap-accessible spaces.

There were four spaces located near the office on a handicap-accessible route.

There was one handicap-accessible space in front of building 2, which had an access aisle that was not painted. There was a car parked in the access aisle that blocked the accessible route. UFAS at 4.6.3 states that parking spaces for disabled

people shall be at least 96" wide and shall have an adjacent access aisle that is at least 60", and provides an illustration of accessible spaces and a shared access aisle at Figure 9.

There was one handicap-accessible space in front of building 21, that had no access aisle, and no curb cut. UFAS at 4.6.3 states that parking spaces for disabled people shall be at least 96" wide and shall have an adjacent access aisle that is at least 60", and provides an illustration of accessible spaces and a shared access aisle at Figure 9. UFAS at 4.6.3 requires that parking access aisles be part of an accessible route to the building or facility entrance.

There were two handicap-accessible spaces in front of building 18. These spaces had no access aisle, while UFAS at 4.6.3 states that parking spaces for disabled people shall be at least 96" wide and shall have an adjacent access aisle that is at least 60", and provides an illustration of accessible spaces and a shared access aisle at Figure 9. Additionally, one space had a curb cut at the top of the space, not at the top of the access aisle. (One remedy would be to repaint the spaces, with one space on either side of a shared 60" access aisle connected to the curb cut.)

There was one handicap-accessible space in front of building 17, and one in front of building 10, neither of which had an access aisle. UFAS at 4.6.3 states that parking spaces for disabled people shall be at least 96" wide and shall have an adjacent access aisle that is at least 60", and provides an illustration of accessible spaces and a shared access aisle at Figure 9.

### **III. Unit Accessibility**

#### **Apartment 22, Building 3**

This unit is a 2-bedroom handicap-accessible unit.

In the kitchen, the distance from the refrigerator to the counter was 33 ½", while the distance from the counter to the stove was 37". While these distances are both below the 40" minimum set by UFAS at 4.34.6.2, both appliances were purchased by the tenant. The sink had knob faucets that required grasping and twisting of the wrist, while UFAS at 4.34.6.5(4) and 4.27.4 requires that controls and operating mechanisms shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. There were cabinets under the sink were not removable, while UFAS at 4.34.6.5(5) requires that base cabinets, if provided, be removable under the full 30" minimum frontage of the sink and surrounding counter.

Bedroom 1 had a 27" wide doorway, below the 32" required by UFAS at 4.34.2(6) and 4.13.5. No deficiencies were noted for bedroom 2.



The bathroom sink had pipes below the sink that were not covered, while UFAS at 4.34.5.3, 4.22.6, and 4.19.4 require that hot water and drain pipes under lavatories be insulated or otherwise covered.

The bathroom toilet (water closet) had grab bars that were not installed as required by 4.34.5.2(3) and 4.26, as illustrated by Figure 29. Specifically, the grab bar on the side of the toilet was mounted at an angle (i.e. not parallel to the floor), and was 24 inches long, while Figure 29 in UFAS shows a 42" minimum grab bar length.

There was a 9-inch barrier separating the "roll-in" shower from the bathroom, making it completely inaccessible. The roll-in shower did not have an adjustable shower spray unit, while UFAS at 4.34.5.5(5) requires that a shower spray unit with a hose at least 60" long that can be used as a fixed shower head at various heights or as a hand-held shower be provided. Additionally, the grab bar did not extend around the shower unit, as required by UFAS at 4.34.5.5(3) and 4.26, and illustrated in Figure 37.

#### Apartment 21, Building 3

This is a vacant, 2-bedroom handicap-accessible unit.

The distance between opposing kitchen counters was 38", below the 40" minimum set by UFAS at 4.34.6.2. The cabinet below the kitchen sink was not removable, while UFAS at 4.34.6.5(5) requires that base cabinets, if provided, be removable under the full 30" minimum frontage of the sink and surrounding counter.

The patio door had a 2" exterior threshold, while UFAS at 4.34.2 and 4.13 states that thresholds at doorways shall not exceed ½" (or ¾" for exterior sliding doors.)

The bathroom toilet (water closet) had grab bars that were not installed as required by 4.34.5.2(3) and 4.26, as illustrated by Figure 29. Specifically, the grab bar on the side of the toilet was mounted at an angle (i.e. not parallel to the floor), and was 24 inches long, while Figure 29 in UFAS shows a 42" minimum grab bar length.

The pipes below the sink were not wrapped, while UFAS at 4.34.5.3, 4.22.6, and 4.19.4 require that hot water and drain pipes under lavatories be insulated or otherwise covered.

The roll-in shower did not have an adjustable shower spray unit, while UFAS at 4.34.5.5(5) requires that a shower spray unit with a hose at least 60" long that can be used as a fixed shower head at various heights or as a hand-held shower be

provided. Additionally, the grab bar did not extend around the shower unit, as required by UFAS at 4.34.5.5(3) and 4.26, and illustrated in Figure 37.

Bedroom 1 had a closet rod that was 57" high, and bedroom 2 had a closet rod that was 73" high, both above the 54" maximum height specified by UFAS at 4.25.3. The door to bedroom 2 was 27" wide, below the 32" required by UFAS at 4.34.2(6) and 4.13.5.

### Apartment 34, Building 3

This is a two-bedroom handicap-accessible unit.

The security gate outside of the front door had a 29" wide opening, below the 32" required by UFAS at 4.34.2(6) and 4.13.5.

The distance between opposing kitchen counters was 39", below the 40" minimum set by UFAS at 4.34.6.2. The cabinet below the kitchen sink was not removable, while UFAS at 4.34.6.5(5) requires that base cabinets, if provided, be removable under the full 30" minimum frontage of the sink and surrounding counter.

The patio door had a 6" exterior drop, while UFAS at 4.34.2 and 4.13 states that thresholds at doorways shall not exceed  $\frac{1}{2}$ " (or  $\frac{3}{4}$ " for exterior sliding doors.)

The bathroom toilet (water closet) had grab bars that were not installed as required by 4.34.5.2(3) and 4.26, as illustrated by Figure 29. Specifically, the grab bar on the side of the toilet was mounted at an angle (i.e. not parallel to the floor), and was 24 inches long, while Figure 29 in UFAS shows a 42" minimum grab bar length.

The pipes below the bathroom sink were not wrapped, while UFAS at 4.34.5.3, 4.22.6, and 4.19.4 require that hot water and drain pipes under lavatories be insulated or otherwise covered.

The roll-in shower did not have an adjustable shower spray unit, while UFAS at 4.34.5.5(5) requires that a shower spray unit with a hose at least 60" long that can be used as a fixed shower head at various heights or as a hand-held shower be provided. The grab bar did not extend around the shower unit, as required by UFAS at 4.34.5.5(3) and 4.26, and illustrated in Figure 37. The shower had a knob that required tight grasping and twisting of the wrist, while UFAS at 4.34.5.5(4) and 4.27.4 requires that controls and operating mechanism shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist.

Bedroom 1 had a clothes rod that was 58" high, and bedroom 2 had a closet rod that was 75" high, both above the 54" maximum height specified by UFAS at

4.25.3. The door to bedroom 2 was 27" wide, below the 32" required by UFAS at 4.34.2(6) and 4.13.5.

**Apartment 84, Building 8**

This is a three-bedroom unit that is handicap-accessible.

The kitchen sink had knob faucets that required grasping and twisting of the wrist, while UFAS at 4.34.6.5 at 4.27.4 require that controls and operating mechanisms be operable with one hand and not require tight grasping, pinching, or twisting of the wrist. The cabinet below the kitchen sink was not removable, while UFAS at 4.34.6.5(5) requires that base cabinets, if provided, be removable under the full 30" minimum frontage of the sink and surrounding counter.

The bathroom toilet (water closet) had grab bars that were not installed as required by 4.34.5.2(3) and 4.26, as illustrated by Figure 29. Specifically, the grab bar on the side of the toilet was mounted at an angle (i.e. not parallel to the floor), and was 30" long, while Figure 29 in UFAS shows a 42" minimum grab bar length.

The roll-in shower did not have an adjustable shower spray unit, while UFAS at 4.34.5.5(5) requires that a shower spray unit with a hose at least 60" long that can be used as a fixed shower head at various heights or as a hand-held shower be provided. The grab bar did not extend around the shower unit, as required by UFAS at 4.34.5.5(3) and 4.26, and illustrated in Figure 37.

Bedrooms 1 and 2 had clothes rods that were 74" high, both above the 54" maximum height specified by UFAS at 4.25.3. The door to bedroom 1 was 27" wide, and the door to bedroom 2 was 27 1/2" wide, both below the 32" required by UFAS at 4.34.2(6) and 4.13.5. The doors to bedrooms 1 and 2 had knob handles, that required grasping and twisting of the wrist, while UFAS at 4.13.9 requires that the hardware be easy to grasp and not require tight grasping, tight pinching, or twisting of the wrist to operate. The light switch in bedroom 2 was 55" high, above the 54" maximum height specified by UFAS at 4.34.2(9), 4.27.3, and 4.2.6. No deficiencies were noted for bedroom 3.

**Apartment 253 (Note: Full review of this unit was not conducted.)**

The investigators encountered a tenant using a wheelchair in the parking lot near his apartment (apartment 253) and conducted an interview with him (reported separately in the tenant interview section of the Section 504 Review.) Following the interview, the investigators reviewed the accessible route to his unit. A 10" drop at the edge of the landing outside the entrance to apartments 253 and 254 was observed. The lack of a handrail is a safety issue, particularly for persons who use wheelchairs.

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**Vista Hermosa**  
**Puerto Rico Public Housing Authority**  
**Section 504 Accessibility Report**

On January 16, 2003, Aaron Levine, Civil Rights Analyst, and Carmen Munoz, FHEO Specialist, conducted an on-site review of accessible units at Villa Hermosa, an 894-unit apartment complex located at Ave. San Patricio, San Juan, Puerto Rico 00921. The team was escorted at the complex by project manager Vilma Guzman and Edwin Millan, operational manager, Perigrine Management Company, Inc. (787-281-6400). The complex reported that it has 63 handicap-accessible units, including 28 one-bedroom units, 24 two-bedroom units, 3 three-bedroom units, 6 four-bedroom units, and 2 five-bedroom units. The complex reported that it had 45 units that were accessible to persons with mobility impairments, and 18 units that were accessible to persons who are blind or deaf. The complex was built in 1951. The office, handicap-accessible parking at the complex, and four handicap-accessible units were surveyed. The findings of this survey are set forth below.

**I. Office Accessibility**

The men's restroom, located in the gymnasium adjacent to the lobby outside the office, had an accessible entrance, one accessible sink, an accessible urinal, and an accessible toilet stall. The accessible toilet stall was 38" wide, slightly wider than the 36" width dimension specified by UFAS at 4.17.3, and as illustrated by Figure 30(b). The mirror was mounted with the bottom edge of the reflecting surface at 43", above the 40" maximum height specified by UFAS at 4.19.6.

The women's restroom, adjacent to the men's restroom, had four sinks, one of which was accessible. One of four toilet stalls was handicap-accessible. The accessible toilet stall was 38" wide, slightly wider than the 36" width dimension specified by UFAS at 4.17.3, and as illustrated by Figure 30(b). The door to this stall had a 30" opening, below the 32" specified by UFAS at 4.17.5 and 4.13.5.

Accessible water fountains were located in the hallway outside of the restrooms.

There was a ramp connecting the accessible parking spaces to the office. This ramp was 18' 6" long and had level landings at the top and bottom. However, the ramp had down slope measurements of 11.4%, 13.3%, and 13.0%, in excess of the 1:12 (8.33%) maximum slope specified by UFAS at 4.8.2. One of the cross slope measurements was 2.3%, in excess of the 1:50 (2%) cross slope limit specified by UFAS at 4.8.6.

## **II. Parking**

The complex had a total of 3 handicap-accessible spaces, all located in front of the office. No other accessible spaces were observed by the investigators. Per UFAS at 4.34.2(4) and 4.1.1(5)(d), 2 percent of the spaces are required to be accessible for complexes with 501 to 1000 units. This complex has 894 units. Therefore, the complex is required to have a total of at least 18 handicap-accessible parking spaces.

The two spaces located closest to the entrance had proper signage. However, the painted access aisle for one space was 44" wide, and the access aisle for the second space was 42" wide, while UFAS at 4.6.3 states that parking spaces for disabled people shall be at least 96" wide and shall have an adjacent access aisle that is at least 60", and provides an illustration of accessible spaces and a shared access aisle at Figure 9. One of these spaces' access aisle had down slope measurements of 5.8% and 6.0%, and the second space had down slope measurements of 5.4% and 5.3%, while UFAS at 4.6.3 states that parking spaces and access aisles shall be level with surface slopes not exceeding 1:50 in all directions.

There was one additional space, located further away from the office. It had no access aisle, while UFAS at 4.6.3 states that parking spaces for disabled people shall be at least 96" wide and shall have an adjacent access aisle that is at least 60", and provides an illustration of accessible spaces and a shared access aisle at Figure 9. The down slope measurements for this space were 5.8%, 8.9%, and 4.8%, and the cross slope measurements were 5.4%, 2.4%, and 11.6%, while UFAS at 4.6.3 states that parking spaces and access aisles shall be level with surface slopes not exceeding 1:50 in all directions.

## **III. Unit Accessibility**

### **Apartment 813, Building 71**

This unit is a 1-bedroom handicap-accessible unit.

There was a 1 1/4" exterior threshold at the patio door, while UFAS at 4.34.2 and 4.13 states that thresholds at doorways shall not exceed 1/2" (or 3/4" for exterior sliding doors.)

The kitchen sink was 36" high, above the 34" maximum specified by UFAS at 4.34.6.5. The thickness of the counter and supporting structure at the sink was 8 1/2", in excess of the 2" maximum over the clear space below the sink, specified by UFAS at 4.34.6.5.

The bedroom had 2 clothes rods that were each 65" high, above the 54" maximum height specified by UFAS at 4.25.3.

The bathroom had a toilet that did not have a grab bar behind the toilet, as required by 4.34.5.2(3) and 4.26, as illustrated by Figure 29. The grab bar did not extend around the roll-in shower unit, as required by UFAS at 4.34.5.5(3) and 4.26, and illustrated in Figure 37.

#### Apartment 795, Building 70

This unit is a 2-bedroom handicap-accessible unit.

The kitchen sink was 36" high, above the 34" maximum specified by UFAS at 4.34.6.5. The thickness of the counter and supporting structure at the sink was 7 ½", in excess of the 2" maximum over the clear space below the sink specified by UFAS at 4.34.6.5.

The clothes rod in bedroom 1 was 67", above the 54" maximum height specified by UFAS at 4.25.3. No deficiencies were noted in the second bedroom.

The bathroom had two accessible doors, one from the hallway, and one from a bedroom. The grab bar did not extend around the roll-in shower unit, as required by UFAS at 4.34.5.5(3) and 4.26, and illustrated in Figure 37.

#### Apartment 318, Building 23

This is a 3-bedroom handicap-accessible unit.

The kitchen sink was 36 ½" high, above the 34" maximum specified by UFAS at 4.34.6.5. The thickness of the counter and supporting structure at the sink was 6 ½", in excess of the 2" maximum over the clear space below the sink specified by UFAS at 4.34.6.5. The kitchen counters were 36 ½" high, above the 34" maximum height specified by UFAS at 4.34.6.4.

Bedroom 1 had a 64" high clothes rod, and bedroom 3 had a 70" high clothes rod, both of which are above the 54" maximum height specified by UFAS at 4.25.3. However, bedroom 2 had a 53" high clothes rod (acceptable), and the tenants were satisfied with the current clothes rod heights in all three bedrooms.

The bathroom toilet (water closet) had grab bars that were not installed as required by 4.34.5.2(3) and 4.26, as illustrated by Figure 29. Specifically, the grab bar on the side of the toilet was 30" long and was mounted 2" from the back wall, while Figure 29 in UFAS shows a 42" minimum grab bar length, and specifies that this grab bar should be mounted 12" from the back wall.

The patio door had a ½" exterior threshold, while UFAS at 4.34.2 and 4.13.8 require that raised thresholds and floor level changes at accessible doorways shall be beveled with a slope no greater than 1:2.

**Apartment 206, Building 15**

**This apartment is a 4-bedroom handicap-accessible unit.**

**There was a ½" exterior threshold at the entry door, while UFAS at 4.34.2 and 4.13.8 require that raised thresholds and floor level changes at accessible doorways shall be beveled with a slope no greater than 1:2.**

**In the bathroom, the grab bar did not extend around the roll-in shower unit, as required by UFAS at 4.34.5.5(3) and 4.26, and illustrated in Figure 37. The shower did not have an adjustable shower spray unit, while UFAS at 4.34.5.5(5) requires that a shower spray unit with a hose at least 60" long that can be used as a fixed shower head at various heights or as a hand-held shower be provided. (The second bathroom was not handicap-accessible.)**

**Bedrooms 1, 2, 3, and 4 had knob handles that required grasping and twisting of the wrist, while UFAS at 4.13.9 requires that the hardware be easy to grasp and not require tight grasping, tight pinching, or twisting of the wrist to operate. Bedrooms 2, 3, and 4 were locked, and the tenants who had the keys to these bedrooms were not available. Bedroom 1 had a closet rod that was 65" high, above the 54" maximum height specified by UFAS at 4.25.3.**

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Lisa Levine  
1/13/03

**Puerto Rico Public Housing Authority**  
**Compliance Review, Week of January 13, 2002**  
**Accessibility Report**

Site Reviewed: Virgilio Davila, Bayamon, PR  
The inspection of Virgilio Davila included four apartments and the common areas.

**Apartment 409**

**Curb ramp:** The curb ramp at the designated accessible parking exceeds the maximum slope of 1:12, as required by UFAS; the slope is 10.6%. In addition, the curb ramp does not have flared sides. *See* UFAS § 4.7.

**Ramp:** The handrails do not extend at least 12" beyond the top and bottom of the ramp, as required by UFAS. *See* UFAS § 4.8.5.

Patio: The patio is not located on an accessible route, as it has an abrupt change in level; there is a 1" change in level. *See* UFAS §§ 4.7.3, 4.8, 4.34.2.

Kitchen pipes: The pipes under the sink are not insulated or otherwise covered, as required by UFAS. *See* UFAS § 4.34.6.5.

Refrigerator controls: The refrigerator controls are higher than 54" AFF; the height of the controls is 61 ½" AFF. *See* UFAS §§ 4.27, 4.34.6.3.

Water closet grab bars: There is no grab bar mounted to the rear of the water closet. *See* UFAS § 4.34.5.2, Fig. 29.

Lavatory clear floor space: There is insufficient clear floor space at the lavatory, as the shower threshold causes an obstruction. *See* UFAS §§ 4.19.3, 4.22.6, 4.34.5.3.

Shower: There is a steep threshold to enter and exit the shower, which exceeds the slope, as required by UFAS. *See* UFAS §§ 4.34.2, 4.34.5.5.

Lavatory pipes: The pipes under the lavatory are not insulated, as required by UFAS. *See* UFAS § 4.19.4.

### **Apartment 138**

Parking: The designated accessible parking spaces are not the closest spaces to the apartment, as required by UFAS. *See* UFAS § 4.6.2.

Curb ramp: The curb ramp at the designated accessible parking exceeds the maximum slope of 1:12, as required by UFAS; the slope is 9.0%. In addition, the curb ramp does not have flared sides. *See* UFAS § 4.7.

Ramp: The handrails do not extend at least 12" beyond the top and bottom of the ramp, as required by UFAS. *See* UFAS § 4.8.5.

Door hardware: The door hardware to the entrance requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.9.

Kitchen pipes: The pipes under the sink are not insulated or otherwise covered, as required by UFAS. *See* UFAS § 4.34.6.5.

Lavatory pipes: The pipes under the lavatory are not insulated, as required by UFAS. *See* UFAS § 4.19.4.

Flush controls: The flush controls are not mounted on the wide [exterior] side of the toilet; the flush control is located on the interior side of the toilet. *See* UFAS § 4.16.5.



Water closet grab bars: The grab bars do not comply with Figure 29; the side grab bar is 36" long, and the rear grab bar is 24" long. *See* UFAS § 4.34.5.2, Fig. 29.

Shower: There is a steep threshold to enter and exit the shower, which exceeds the slope, as required by UFAS. *See* UFAS §§ 4.34.2, 4.34.5.5.

#### **Apartment 257**

Entrance: The dwelling unit is not located on an accessible route; there are three steps located at the front entrance to the apartment, as well as a 2 ½" abrupt change in level. *See* UFAS § 4.34.2.

Door hardware: The door hardware to the entrance requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.9.

Patio: The patio is not located on an accessible route, as it has an abrupt change in level; there is a 1 ½" change in level. *See* UFAS §§ 4.7.3, 4.8, 4.34.2.

Bathroom door: The door is not a minimum of 32" wide; the door is 23" wide. Additionally, the door hardware to the entrance requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.

Lavatory pipes: The pipes under the lavatory are not insulated, as required by UFAS. *See* UFAS § 4.19.4.

Mirror and medicine cabinet: The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" AFF, and the medicine cabinet is not located with a usable shelf no higher than 44" AFF; the mirror and the medicine cabinet are mounted at 47" AFF. *See* UFAS §§ 4.19.6, 4.22.6, 4.34.5.3.

Water closet grab bars: Grab bars are not provided, as required by UFAS. *See* UFAS § 4.34.5.2, Fig. 29.

Shower: The shower stall size does not comply with UFAS, grab bars are not provided, and there is a 6" step at the entrance to the shower stall; shower stall dimensions are 41" deep by 37" wide. *See* UFAS § 4.34.5.5.

Bedroom doors: The three bedroom door entrances are not a minimum of 32" wide; the doors are 28 ½" wide. Additionally, the door hardware to the three bedroom entrances requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.

## **Apartment 374**

**Parking:** The designated accessible parking spaces are not the closest spaces to the apartment, as required by UFAS. *See* UFAS § 4.6.2.

**Curb ramp:** The curb ramp at the designated accessible parking exceeds the maximum slope of 1:12, as required by UFAS; the slope is 9.0%. In addition, the curb ramp does not have flared sides. *See* UFAS § 4.7.

**Ramp:** The slope of the ramp to the entrance of the apartment exceeds the maximum slope of 1:12, as required by UFAS; it ranges from 8.4% to 9.0%. Additionally, there is a 8.2% slope at the entrance to the apartment. *See* UFAS § 4.8.

**Ramp:** The handrails do not extend at least 12" beyond the top and bottom of the ramp, as required by UFAS. *See* UFAS § 4.8.5.

**Door hardware:** The door hardware to the entrance requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.9.

**Kitchen pipes:** The pipes under the sink are not insulated or otherwise covered, as required by UFAS. *See* UFAS § 4.34.6.5.

**Back terrace:** The back terrace, where the washing machine is situated, is not located on an accessible route; the entrance to the terrace has a slope of 11.2%. *See* UFAS §§ 4.8, 4.34.7.1.

**Bedroom doors:** The door hardware to two of the three bedroom entrances requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.

**Lavatory pipes:** The pipes under the lavatory are not insulated, as required by UFAS. *See* UFAS § 4.19.4.

**Lavatory clear floor space:** There is insufficient clear floor space at the lavatory, as the shower threshold causes an obstruction. *See* UFAS §§ 4.19.3, 4.22.6, 4.34.5.3.

**Flush controls:** The flush controls are not mounted on the wide [exterior] side of the toilet; the flush control is located on the interior side of the toilet. *See* UFAS § 4.16.5.

**Shower:** There is a steep threshold to enter and exit the shower, which exceeds the slope, as required by UFAS. *See* UFAS §§ 4.34.2, 4.34.5.5.

## **Common areas**

**Playgrounds:** Playgrounds are not located on accessible routes throughout the complex. *See* UFAS § 4.34.2.

Office parking: There are no designated accessible parking spaces close to the office.  
*See* UFAS § 4.6.2.

Bathroom located near community room:

Lavatory pipes: The pipes under the lavatory are not insulated, as required by UFAS.  
*See* UFAS § 4.19.4.

Mirror: The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" AFF; the mirror is mounted at 53" AFF. *See* UFAS § 4.19.6.

Urinal: The rim is not a maximum of 17" AFF; the rim is located 25" AFF. Additionally, the flush control is mounted more than 44" AFF; the flush control is located at 45 ½" AFF. *See* UFAS § 4.18.

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Lisa Levine  
1/14/03

**Puerto Rico Public Housing Authority**  
**Compliance Review, Week of January 13, 2002**  
**Accessibility Report**

Site Reviewed: Los Alamos, Guaynabo, PR

The inspection of Los Alamos included two apartments and the common areas.

*(Note: Because of planned modernization, Los Alamos has not accepted new residents for two years. No units are occupied by people who have disabilities, according to Dolores Berdeguez, the director. The majority of units claimed to be accessible are vacant and boarded up to avoid vandalism.)*

**Apartment 17**

Parking: The parking space does not have an adjacent access aisle or signage showing the symbol of accessibility appropriately placed. *See* UFAS § 4.6.

Entrance: The dwelling unit is not located on an accessible route; it is not stable, firm, or slip-resistant, as there are cracks in the sidewalk. Additionally, there is a steep drainage gutter impeding access. *See* UFAS §§ 4.3, 4.5, 4.34.2.

Door hardware: The door hardware to the entrance requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.9.

Patio: The front and back patios are not located on accessible routes, as each has an abrupt change in level; there is a 1" change in level at the back and front patios. See UFAS §§ 4.7.3, 4.8, 4.34.2.

Kitchen sink: There is no knee clearance under the kitchen sink, and the cabinets are not removable. See UFAS § 4.34.6.5.

Bedroom doors: The doors to each of the bedrooms are not a minimum of 32" wide; the bedroom door entrances are 28" and 27 ½" wide. Additionally, the door hardware to the bedroom doors requires tight pinching, tight grasping, or twisting of the wrist to operate. See UFAS § 4.13.

Bathroom door: The door to the bathroom is not a minimum of 32" wide; the bathroom door entrance is 21 ¾" wide. Additionally, the door hardware to the bathroom door requires tight pinching, tight grasping, or twisting of the wrist to operate. See UFAS § 4.13.

Bathroom: There are many inaccessible features in the bathroom. The bathroom is 57" wide and 56" deep. There are no grab bars. The lavatory controls require tight pinching, tight grasping, or twisting, and the pipes are not wrapped. The shower stall is only 26" wide and 59 ½" deep, and there is an 8 ½" step to enter the shower stall. There is no shower spray unit with a hose at least 60" long. There are no grab bars located at the water closet or in the shower stall. The mirror is mounted with the bottom edge of the reflecting surface at 48" inches AFF, and the medicine cabinet is located at 50" AFF. See UFAS § 4.34.5.

#### **Apartments 217, 218, 225, and 226**

Entrance: These dwelling unit are not located on accessible routes; there are steps located at the front entrance to these apartments. See UFAS §§ 4.3, 4.34.2.

*(Note: These apartments, all listed as accessible, were either vacant and boarded up, or the occupants were not home.)*

#### **Apartment 250**

Parking: The parking space does not have an adjacent access aisle or signage showing the symbol of accessibility appropriately placed. Additionally, the parking space exceeds the maximum cross slope, as required by UFAS; it has a cross slope of 11%. See UFAS § 4.6.

Curb ramp: The curb ramp at the designated accessible parking exceeds the maximum slope of 1:12, as required by UFAS; the slope is 16.7%. See UFAS § 4.7.

Ramp: The handrails do not extend at least 12" beyond the top and bottom of the ramp, as required by UFAS. *See* UFAS § 4.8.5.

Entrance: The dwelling unit is not located on an accessible route; it is not stable, firm, or slip-resistant, as there are cracks in the sidewalk. *See* UFAS §§ 4.3, 4.5, 4.34.2.

Door hardware: The door hardware to the entrance requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.9.

Kitchen sink: The kitchen faucet requires tight pinching, tight grasping, or twisting to operate. Moreover, the pipes under the sink are not insulated or otherwise covered, as required by UFAS. *See* UFAS § 4.34.6.5.

Patio: The back patio is not located on an accessible route, as it has an abrupt change in level; there is a 1" change in level at the back patio. *See* UFAS §§ 4.7.3, 4.8, 4.34.2.

Patio door hardware: The door hardware to the patio requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.9.

Kitchen clearance: Clearance between appliances, counter tops, walls and cabinets is less than the required 60" for U-shaped kitchens. *See* UFAS § 4.34.6.1.

Kitchen work surface: There is no 30" section of counter provided; the counter is 13" wide. *See* UFAS § 4.34.6.4.

Bathroom: There are many inaccessible features in the bathroom. There is no side grab bar. The rear grab bar is 24" long and is located 1 ¾" from the wall. The lavatory pipes are not wrapped. There is no shower spray unit with a hose at least 60" long. The mirror is mounted with the bottom edge of the reflecting surface at 42" inches AFF, and the medicine cabinet is located at 49" AFF and is behind the water closet. The bathroom is 57" deep. *See* UFAS § 4.34.5.

### **Common areas**

Accessible route: The complex lacks an accessible route to the office, to telephones, to trash dumpsters, and to community gathering areas; the route is not stable, firm, or slip-resistant, as there are cracks in the sidewalk throughout the complex. Additionally, there is a steep drainage gutter impeding access to many areas. *See* UFAS §§ 4.3, 4.5, 4.34.2.

Curb ramp: The curb ramp at the designated accessible parking at the entrance to the office exceeds the maximum slope of 1:12, as required by UFAS; the slope is 5.2%. In addition, the curb ramp protrudes into the accessible parking spot and has a ¾" lip. *See* UFAS § 4.7.

Community center:

Ramps: The ramps to enter the community center exceed the maximum slope of 1:12; the slope ranges from 8.3% to 13.4% to 23.4%. The cross slope ranges from .9% to 4.9%. Additionally, there is a 1 ¾" threshold, and the sidewalk is cracked and broken. Moreover, no handrails are provided, and a section of ramp exceeds the 72" requirement for handrails; that part of the ramp is 94" long. *See* UFAS § 4.8.

Bathroom door signage: The signage for the men's and women's bathrooms is not mounted on the latch side of the door between 54 and 66" AFF; it is door-mounted. Additionally, it lacks raised, Brailled and contrasting letters, as well as the symbol of accessibility. *See* UFAS § 4.30.

Bathroom door force: The opening force to the men's and women's bathrooms exceeds 5 lbf; the force required to open the men's bathroom is 15 and the women's, 14 lbf. *See* UFAS § 4.13.11(2)(b).

Lavatory pipes: The pipes under the lavatory in the men's and women's bathrooms are not insulated, as required by UFAS. *See* UFAS § 4.19.4.

Toilet stall doors: The toilet stall doors in the men's and women's bathrooms do not have a clear opening of 32"; the men's bathroom stall door is 22" and the women's, 22 ½". *See* UFAS §§ 4.13.5, 4.17.5.

Toilet stalls: The toilet stalls in the men's and women's bathrooms do not comply with Figure 30(a); the men's stall is 32" wide and 59" deep, and the women's stall is 31" wide and 60 ½" deep. *See* UFAS § 4.17.3, Fig. 30(a).

Grab bars: Grab bars in the men's and women's bathroom are not provided as required by UFAS; there is no rear grab bar provided, and the side grab bar measures 24" long. *See* UFAS § 4.17.6 and Fig. 30(a).

Urinal: The rim is not a maximum of 17" AFF; the rim is located 23 ½" AFF. *See* UFAS § 4.18.2.

Lavatory: The men's and women's bathrooms lack the clear floor space required by UFAS of 30" by 48". *See* UFAS § 4.19.

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Lisa Levine  
1/15/03

**Puerto Rico Public Housing Authority**  
**Compliance Review, Week of January 13, 2002**  
**Accessibility Report**

Site Reviewed: Jardines de Caparra, Guaynabo, PR  
The inspection of Jardines de Caparra included three apartments and the common areas.

**Apartment 227**

**Parking space:** The parking space for this apartment is not the closest space to the apartment, as required by UFAS. *See* UFAS § 4.6.2.

**Parking access aisle and sign:** The parking space does not have an adjacent access aisle or signage showing the symbol of accessibility appropriately placed. *See* UFAS § 4.6.

**Entrance:** The dwelling unit is not located on an accessible route; to reach the unit, there are three steps impeding access. *See* UFAS §§ 4.3, 4.5, 4.34.2.

**Ramp:** The ramp from the parking area to the dwelling unit exceeds the maximum slope of 1:12; the slope ranges from 10.1% to 10.8%. The cross slope ranges from 1.0% to 1.4%. Additionally, no handrails are provided, and the ramp exceeds the 72" requirement for handrails. *See* UFAS § 4.8.

**Kitchen clearance:** Clearance between appliances, counter tops, walls and cabinets is less than the required 60" for U-shaped kitchens; the space from the counter on the left to the stove on the right is 32". *See* UFAS § 4.34.6.1.

**Kitchen sink:** The kitchen faucet requires tight pinching, tight grasping, or twisting to operate. Additionally, there is no knee clearance under the kitchen sink, and the cabinets are not removable. *See* UFAS § 4.34.6.5.

**Lavatory pipes:** The pipes under the lavatory are not insulated, as required by UFAS. *See* UFAS § 4.19.4.

**Mirror and medicine cabinet:** The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" AFF, and the medicine cabinet is not located with a usable shelf no higher than 44" AFF; the mirror and the medicine cabinet are mounted at 44" and 46" AFF, respectively. *See* UFAS §§ 4.19.6, 4.22.6, 4.34.5.3.

**Flush controls:** The flush controls are not mounted on the wide [exterior] side of the toilet; the flush control is located on the interior side of the toilet. *See* UFAS § 4.16.5.

Shower: There is no shower spray unit with a hose at least 60" long. *See* UFAS § 4.34.5.5(5).

### **Apartment 226**

Parking space: The parking space for this apartment is not the closest space to the apartment, as required by UFAS. *See* UFAS § 4.6.2.

Parking access aisle and sign: The parking space does not have an adjacent access aisle or signage showing the symbol of accessibility appropriately placed. *See* UFAS § 4.6.

Entrance: The dwelling unit is not located on an accessible route; to reach the unit, there are three steps impeding access. *See* UFAS §§ 4.3, 4.5, 4.34.2.

Ramp: The ramp from the parking area to the dwelling unit exceeds the maximum slope of 1:12; the slope ranges from 10.1% to 10.8%. The cross slope ranges from 1.0% to 1.4%. Additionally, no handrails are provided, and the ramp exceeds the 72" requirement for handrails. *See* UFAS § 4.8.

Kitchen sink: The kitchen faucet requires tight pinching, tight grasping, or twisting to operate. Additionally, there is no knee clearance under the kitchen sink, and the cabinets are not removable. *See* UFAS § 4.34.6.5.

Kitchen clearance: Clearance between appliances, counter tops, walls and cabinets is less than the required 60" for U-shaped kitchens; the space from the stove on the left to the counter on the right is 29 ½". *See* UFAS § 4.34.6.1.

Lavatory pipes: The pipes under the lavatory are not insulated, as required by UFAS. *See* UFAS § 4.19.4.

Mirror and medicine cabinet: The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" AFF, and the medicine cabinet is not located with a usable shelf no higher than 44" AFF; the mirror and the medicine cabinet are mounted at 44" and 46" AFF, respectively. *See* UFAS §§ 4.19.6, 4.22.6, 4.34.5.3.

Shower: There is no shower spray unit with a hose at least 60" long. Additionally, no shower seat or grab bars are provided. *See* UFAS § 4.34.5.

### **Apartment 178**

Door hardware: On the inside of the door, the door hardware requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.9.



Kitchen clearance: Clearance between appliances, counter tops, walls and cabinets is less than the required 60" for U-shaped kitchens; the space from the sink on the left to the wall on the right is 36". See UFAS § 4.34.6.1.

Kitchen sink: There is no knee clearance under the kitchen sink, and the cabinets are not removable. See UFAS § 4.34.6.5.

Patio: The patio is not located on an accessible route, as it has an abrupt change in level; there is a 1 ½" change in level at the patio entrance. See UFAS §§ 4.7.3, 4.8, 4.34.2.

Lavatory pipes: The pipes under the lavatory are not insulated, as required by UFAS. See UFAS § 4.19.4.

Mirror and medicine cabinet: The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" AFF, and the medicine cabinet is not located with a usable shelf no higher than 44" AFF; the mirror and the medicine cabinet are mounted at 44 ¾" and 45 ½" AFF, respectively. See UFAS §§ 4.19.6, 4.22.6, 4.34.5.3.

### **Common areas**

Ramp to the Activities Plaza: The handrails do not extend at least 12" beyond the top and bottom of the ramp, as required by UFAS. Additionally, there is a 1 ½" threshold at the bottom of the ramp. See UFAS § 4.8.

#### Main office, mailboxes, and community room:

Ramp: The ramp to the entrance exceeds the maximum slope of 1:12; the slope ranges from 9.4% to 8.8%. The cross slope ranges from 1.8% to 1.0%. Additionally, the handrails do not extend at least 12" beyond the top and bottom of the ramp, as required by UFAS. Moreover, the landing is not 60" by 60", where the ramp changes direction, as required by UFAS; the landing is 56" by 112". See UFAS § 4.8.

Bathroom door signage: The signage for the men's and women's bathrooms is not mounted on the latch side of the door between 54 and 66" AFF; it is door-mounted. Additionally, it lacks raised, Brailled and contrasting letter, as well as the symbol of accessibility. See UFAS § 4.30.

Lavatory pipes: The pipes under the lavatory in the men's and women's bathrooms are not insulated, as required by UFAS. See UFAS § 4.19.4.

Toilet stalls: The toilet stalls in the men's and women's bathrooms do not comply with Figure 30(a); both the men's and the women's stall is 41" wide and 64" deep. See UFAS § 4.17.3, Fig. 30(a).

Mirror: The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" AFF; the mirror is mounted at 45 ½" AFF. See UFAS § 4.19.6.

Telephone: The highest operable part of the telephone is higher than the 54" AFF specified in UFAS; the coin slot is 58" AFF. See UFAS §§ 4.2.6, 4.31.3.

Trash disposal: Throughout the complex, trash dumpsters are not located on accessible routes; trash dumpsters are reached by navigating five steps. See UFAS §§ 4.3, 4.34.2

Protruding objects: Throughout the complex, at the stairs to upper level apartments, vertical clearance is reduced to less than 80" as in Figure 8 (c); barriers to warn blind or visually-impaired persons need to be provided. See UFAS § 4.4.2, Fig. 8 (c).

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Lisa Levine  
1/16/03

**Puerto Rico Public Housing Authority**  
**Compliance Review, Week of January 13, 2002**  
**Accessibility Report**

Site Reviewed: Brisas de Bayamon, Bayamon, PR

The inspection of Brisas de Bayamon included four apartments and some common areas. *(Note: Many common areas were unavailable, as they are presently under construction and undergoing modernization.)*

**Apartment 49**

*(Note: This apartment is scheduled for modernization in a month, and the residents will move out temporarily.)*

Parking space: The parking space for this apartment is not the closest space to the apartment and is not located on an accessible route, as required by UFAS; there are rocks in the parking areas, and the sidewalk is cracked. See UFAS § 4.6.2.

Parking access aisle: The parking space does not have an adjacent access aisle. See UFAS § 4.6.

Curb ramp: The curb ramp at the designated accessible parking spot exceeds the maximum slope of 1:12, as required by UFAS; the slope is 11.5%. In addition, the curb ramp does not have flared sides and has a 1" threshold. See UFAS § 4.7.

Door hardware: On the inside of the door, the door hardware and locking mechanism require tight pinching, tight grasping, or twisting of the wrist to operate. See UFAS § 4.13.9.

Patios: The patios are not located on an accessible route, as they have abrupt changes in level; there is a  $\frac{3}{4}$ " change in level at the front patio entrance, and a 2" change in level at the back patio entrance. *See* UFAS §§ 4.7.3, 4.8, 4.34.2.

Kitchen sink: There is no knee clearance under the kitchen sink, and the cabinets are not removable. *See* UFAS § 4.34.6.5.

Bedroom doors: The doors to two of the three bedrooms are not a minimum of 32" wide; the bedroom door entrances are 33  $\frac{1}{2}$ ", 28" and 27" wide; an additional bedroom door must be at least 32" wide. Additionally, the door hardware to the bedroom doors requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS §§ 4.13, 4.34.2(15)(c).

Bathroom door: The door to the bathroom is not a minimum of 32" wide; the bathroom door entrance is 21  $\frac{1}{2}$ " wide. Additionally, the door hardware to the bathroom door requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.

Lavatory pipes: The pipes under the lavatory are not insulated, as required by UFAS. *See* UFAS § 4.19.4.

Mirror and medicine cabinet: The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" AFF, and the medicine cabinet is not located with a usable shelf no higher than 44" AFF; the mirror and the medicine cabinet are mounted at 50  $\frac{1}{2}$ " and 52" AFF, respectively. *See* UFAS §§ 4.19.6, 4.22.6, 4.34.5.3.

Water closet grab bars: There are no side or rear grab bars mounted at the water closet, as required by UFAS. *See* UFAS § 4.34.5.2, Fig. 29.

Shower: The shower is not located on an accessible route; there is an 8  $\frac{1}{2}$ " step to enter the shower. There is no shower spray unit with a hose at least 60" long. Additionally, no grab bars are provided. Moreover, shower controls require tight pinching, tight, grasping, or twisting of the wrist to operate. The stall is 25  $\frac{1}{2}$ " wide and 53  $\frac{1}{2}$ " deep. *See* UFAS § 4.34.5.5.

## **Apartment 57**

Parking space: The parking space for this apartment is not the closest space to the apartment and is not located on an accessible route, as required by UFAS; there are rocks in the parking areas, and the sidewalk is cracked. *See* UFAS § 4.6.2.

Parking access aisle: The parking space does not have an adjacent access aisle. *See* UFAS § 4.6.

Curb ramp: The curb ramp at the designated accessible parking spot exceeds the maximum slope of 1:12, as required by UFAS; the slope is 11.5%. In addition, the curb ramp does not have flared sides and has a 1" threshold. *See* UFAS § 4.7.

Door hardware: On the inside of the door, the door hardware and locking mechanism require tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.9.

Lavatory pipes: The pipes under the lavatory are not insulated, as required by UFAS. *See* UFAS § 4.19.4.

Bathroom door: The door to the bathroom is not a minimum of 32" wide; the bathroom door entrance is 21 ½" wide. Additionally, the door hardware to the bathroom door requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.

Water closet grab bars: There are no side or rear grab bars mounted at the water closet, as required by UFAS. *See* UFAS § 4.34.5.2, Fig. 29.

Lavatory pipes: The pipes under the lavatory are not insulated, as required by UFAS. *See* UFAS § 4.19.4.

Shower: The shower is not located on an accessible route; there is an 8 ½" step to enter the shower. There is no shower spray unit with a hose at least 60" long. Additionally, no grab bars are provided. Moreover, shower controls require tight pinching, tight grasping, or twisting of the wrist to operate. The stall is 26" wide and 53" deep. *See* UFAS § 4.34.5.5.

Mirror and medicine cabinet: The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" AFF, and the medicine cabinet is not located with a usable shelf no higher than 44" AFF; the mirror and the medicine cabinet are mounted at 51" and 54" AFF, respectively. *See* UFAS §§ 4.19.6, 4.22.6, 4.34.5.3.

Bedroom doors: The doors to two of the three bedrooms are not a minimum of 32" wide; the bedroom door entrances are 28" wide; two of the three bedrooms must be at least 32" wide. Additionally, the door hardware to the bedroom doors requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS §§ 4.13, 4.34.2(15)(c).

### **Apartment 23**

Parking space: The parking space for this apartment is not the closest space to the apartment and is not located on an accessible route, as required by UFAS; there are rocks in the parking areas, and the sidewalk is cracked. *See* UFAS § 4.6.2.

Parking access aisle: The parking space does not have an adjacent access aisle. *See* UFAS § 4.6.

Curb ramp: The curb ramp at the designated accessible parking exceeds the maximum slope of 1:12, as required by UFAS; the slope is 11.5%. In addition, the curb ramp does not have flared sides and has a 1" threshold. *See* UFAS § 4.7.

Door hardware: On the inside of the door, the door hardware and locking mechanism require tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.9.

Entrance: The entrance to the unit has a slope that exceeds the maximum slope required by UFAS; the slope is 11.0%. *See* UFAS §§ 4.8, 4.34.2.

Patio door hardware: The patio door hardware and locking mechanism require tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS § 4.13.9.

Bedroom doors: The doors to two of the three bedrooms are not a minimum of 32" wide; the bedroom door entrances are 34", 29" and 28" wide; an additional bedroom must be at least 32" wide. Additionally, the door hardware to the bedroom doors requires tight pinching, tight grasping, or twisting of the wrist to operate. *See* UFAS §§ 4.13, 4.34.2(15)(c).

Water closet grab bars: There is no rear grab bar mounted at the water closet, and the side grab bar height and length do not meet UFAS requirements. *See* UFAS § 4.34.5.2, Fig. 29.

Shower: The shower is not located on an accessible route; there is a steep threshold to enter the shower. There is no shower spray unit with a hose at least 60" long. Additionally, the grab bars are mounted 30 ½" AFF. The stall is 24" wide and 52" deep. *See* UFAS § 4.34.5.5.

Kitchen sink: The pipes under the sink are not insulated or otherwise covered, as required by UFAS. *See* UFAS § 4.34.6.5.

Patios: The back patio is not located on an accessible route, as it has an abrupt change in level; there is a 1" change in level at the back patio entrance. *See* UFAS §§ 4.7.3, 4.8, 4.34.2.

#### **Apartment 287**

*(Note: This apartment is presently vacant and in the process of being rebuilt. There is no accessible route or parking presently, as the whole area is under construction.)*

Entrance: The entrance to the unit has a slope that exceeds the maximum slope required by UFAS; the slope is 10.6%. *See* UFAS §§ 4.8, 4.34.2.

Kitchen sink: The pipes under the sink are not insulated or otherwise covered, as required by UFAS. See UFAS § 4.34.6.5.

Patios: The back patio is not located on an accessible route, as it has an abrupt change in level; there is a ¾" change in level at the back patio entrance. See UFAS §§ 4.7.3, 4.8, 4.34.2.

Lavatory pipes: The pipes under the lavatory are not insulated, as required by UFAS. See UFAS § 4.19.4.

Shower: There is no shower spray unit with a hose at least 60" long. Additionally, only a side grab bar is provided. See UFAS § 4.34.5.5.

### **Common areas**

*(Note: Construction work presently underway is impeding access to many areas.)*

Accessible route: The complex lacks an accessible route to trash dumpsters and to community gathering areas; the route is not stable, firm, or slip-resistant, as there are cracks and holes in the sidewalk and rocks throughout the complex. Additionally, there is a steep drainage gutter impeding access to many areas. See UFAS §§ 4.3, 4.5, 4.34.2.

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**Puerto Rico Public Housing Authority**  
**Section 504 Compliance Review**  
**Week of January 13, 2003**  
**Accessibility Report**

**Interview Team: Dee Durbin and Rafael Diaz**

**Date: Monday, January 13, 2003**

**Site: Manuel Martorell Perez**

During the week of January 13, 2003, the Department conducted a review of the Puerto Rico Public Housing Authority (PRPHA). The review team consisted of Headquarters, San Juan, PR; Jacksonville, FL; Buffalo, NY; and Kansas City, MO. staff from the Offices of Fair Housing and Equal Opportunity, General Counsel, and Public and Indian Housing. During the review, the team conducted an accessibility survey of the Manuel Martorell Perez development located at Barriada Pasarell Carr. 156, Comerio, PR 00782.:

### **I. Unit Accessibility**

PRPHA reported that it has 850 units at this site. PRPHA reported that 59 of its units are accessible to individuals with disabilities as follows: 23 units are equipped for

persons with visual disabilities, and 36 units are equipped for persons with mobility disabilities. Of those 59 accessible units, 16 units are occupied by persons with disabilities.

- **Manuel Martorell Perez Development:** The inspection of Manuel Martorell Perez Development included three accessible units and the ramp leading to one accessible unit where the resident was not home.

During the course of measuring for accessibility in the first unit, in response to a question about the stove top, PRPHA management stated that the PRPHA does not provide major electrical appliances to residents (stove, refrigerator, etc). The residents are responsible for purchasing their own refrigerator and stove. Therefore the review team did not measure the kitchens for clear floor space because the residents are responsible for the size and location of those appliances.

Units:

**Unit #54, Building B4** (senior citizen male who had heart surgery). The ramp is not accessible; the ramp starting at the parking lot starts at 15.0% where the concrete is broken and unstable. UFAS requirement is 8.33%. The width of the ramp measures 57" and the handrail is 35 ½" AFF. *See* UFAS Sec. 4.8.2.

Lavatory Pipes: The pipes under the lavatory are not insulated or wrapped. *See* UFAS Sec. 4.24.6.

Lavatory Controls: The lavatory controls cannot be operated with one hand and require tight grasping, pinching, or twisting of the wrist to operate. *See* UFAS Sec. 4.27.4.

Toilet Paper Dispenser: The toilet paper dispenser is not mounted between 19"-36" AFF. *See* UFAS Sec. 4.16.6, Fig. 29(b).

Shower Spray: If a shower is provided, it shall have a shower spray unit with a hose at least 60" long that can be used as a fixed shower head at various heights or as a hand-held shower. *See* UFAS Sec. 4.34.5.5(5).

Mirror: The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" from the floor. *See* UFAS Sec. 4.19.6.

**Unit #193, Building B-17** (elderly senior citizen female).

Toilet Seat: The height of the water closet shall be at least 15", and no more than 19", measured to the top of the toilet seat. *See* UFAS Sec. 4.34.5.2(2).

Lavatory Pipes: The pipes under the lavatory are not insulated or wrapped. *See* UFAS Sec. 4.24.6.

Kitchen:

Kitchen Sink Pipes: The pipes under the sink are not insulated or wrapped. *See* UFAS Sec. 4.24.6.

Clear knee space must measure a minimum of 30" wide and 19" deep. The depth of the double sink was 7 ½" and 10 ½" respectively. Sink depth must be no greater than 6 ½". *See* UFAS Sec. 4.34.6.5(7).

**Unit #199, Building B17 (non elderly family)**

Bathroom:

Mirror: The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" from the floor. *See* UFAS Sec. 4.19.6.

Toilet Seat: The height of the water closet shall be at least 15", and no more than 19", measured to the top of the toilet seat. *See* UFAS Sec.4.34.5.2(2).

**Unit #45, Building 511.** According to the PRPHA staff, the resident at Unit #45 is not disabled but resides in this accessible unit. The resident was not at home when the review team visited, but the review team decided to measure the ramp for accessibility. Accessible parking for this unit is located across the parking lot and is identified by the parking space painted blue with the accessible wheelchair parking symbol. The ramp to Unit #45 is not on an accessible route in that the ramp slope starts at 14.3" at the street level. The ramp surface is not firm or stable because the concrete is broken. *See* UFAS Sec. 4.8.2.

**Common Areas:**

**Mailroom.** The mailboxes for all residents are located in a mailroom located to the right of the main administrative office at Barriada Pasarell Carr. 156. There are two accessible parking spaces in front of the administrative office/mailroom building. **Safety issue:** (There is not a handrail leading from the mailroom to the office door where residents request maintenance repairs and someone in a wheelchair or who is mobility impaired might have a problem walking the distance without the use of a handrail.) If a ramp run has a rise greater than 6" or a horizontal projection greater than 72", then it shall have handrails on both sides. *See* UFAS Sec. 4.8.5

**Administrative Office.** This Office is divided into two separate offices with separate functions and two separate entrances.

1. Administrative Office:

Paying rent, recertifications:

Slope of ramp should be no greater than 8.33%. *See* UFAS Sec. 4.8.2.



The PRPHA staff stated that they had a TDD in the office and were able to operate it when needed.

## **2. Maintenance Office:**

**Assembly Room:** Once inside the hallway to the maintenance office, there was an assembly room. The maximum force for pushing or pulling open a door shall be 5 pounds. Door pressure for this door is 10 pounds. *See* UFAS Sec. 4.13.11.

### **Common Area Accessible Women's Room**

**Signage:** The door signage is not mounted to the latch side of the door between 54"-66"; the signage is door mounted. *See* UFAS Sec. 4.30.

**Door Pressure:** The maximum force for pushing or pulling open a door shall be 5 pounds. Door pressure for this door is 14 pounds. *See* UFAS Sec. 4.13.11.

**Lavatory Pipes:** The pipes under the lavatory are not wrapped or insulated. *See* UFAS Sec. 4.24.6.

**Mirror:** The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" from the floor. *See* UFAS Sec. 4.19.6.

### **Accessible stall bathroom:**

**Flush Control:** The flush control is not mounted at the exterior side of the toilet. *See* UFAS Sec. 4.16.5.

**Door Handle:** Mount no hardware required for accessible door passage higher than 48" AFF. *See* UFAS Sec. 4.13.9.

### **Common Area Accessible Men's Room**

**Door Pressure:** The maximum force for pushing or pulling open a door shall be 5 pounds. Door pressure for this door is 8 pounds. *See* UFAS Sec. 4.13.11.

**Mirror:** The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" from the floor. *See* UFAS Sec. 4.19.6.

**Door Handle:** Mount no hardware required for accessible door passage higher than 48" AFF. *See* UFAS Sec. 4.13.9.

**Urinals:** Urinals shall be stall-type or wall-hung with an elongated rim at a maximum of 17" above the floor (urinal was 19"). *See* UFAS Sec. 4.18.2. Flush controls shall be hand operated or automatic, and shall be mounted no more than 44" above the floor (control was 48 ½"). *See* UFAS Sec. 4.18.4.

**Community Trash Dumpster**  
45" high

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**Puerto Rico Public Housing Authority**  
**Section 504 Compliance Review**  
**Week of January 13, 2003**  
**Accessibility Report**

**Interview Team: Dee Durbin and Rafael Diaz**  
**Date: Tuesday, January 14, 2003**  
**Site: Nemesio Canales**

Upon arrival at the Nemesio Canales Development, Ms. Rosalina Martinez, Property Manager, informed the Interview Team that there had been several shootings at the development over the weekend and, in fact, shots had also been fired this morning. Ms. Martinez was very concerned about the safety of the review team and recommended that they be careful during their on-site review. Ms. Martinez also said that it would not be safe for the review team to go to units to interview residents and measure for accessibility. Ms. Martinez said that, at best, if the review team did conduct the resident interviews, they should not use a camera to take pictures. See January 14, 2003 letter from Rafael A. Acevedo-Feliciano, President, GAR Housing Corporation.

**Background:**

During the January 2003 on-site review, HUD reviewed the accessibility of PRPHA's project office located at Nemesio Canales, Calle Francia Final, Entrado Por el Cuartel, General de la Policia, Hato Rey, Puerto Rico, telephone number (787-781-1952). The summaries of our findings at the site are noted in detail below:

General Information: The PRPHA's administrative offices are located at the address noted above. This address contains the following administrative services, including, but not limited to: rent recertification, rent payment, and maintenance requests. There is also a theatre and computer room for the use of the residents. In addition, a police station occupies the second floor of the PRPHA management office. Parking in front of the building is very congested with police cars and personal vehicles belonging to police officers. A majority of the vehicles are double-parked and it is difficult to find parking spaces to visit the PRPHA office.

## **I. Unit Accessibility**

At Unit #8, Building #1, there is no accessible route from the parking lot to the unit. The parking space and ramp are located at the rear of the unit. The accessible parking space is painted bright blue and is identified with the International Symbol of Accessibility, which is painted in white. There is also an accessible sign mounted high enough above the ground and located at the front of the parking space, however leaves of the tree obstruct the sign. *See* UFAS Section 4.6.4. The width of the parking space is accessible, measuring 137", however, the width of the parking space is obstructed by the ramp and guardrail that extends 37" into the middle of the front of the parking space. In addition, there is no adjacent access aisle. *See* UFAS Sec. 4.6.3. The right guardrail causes a hazard to a person with a mobility impairment because it is bent and mangled and impedes the clear ramp space. The ramp is not UFAS accessible, with a slope of 14.5%. *See* UFAS Sec. 4.8.4.

## **II. Common Area Accessibility**

Ms. Rosalina Martinez, Project Manager, stated that there are 1,125 units at the development, with 82 units identified as accessible units (56 for mobility and 26 for persons who are deaf or blind). She also stated that there are only five residents who are mobility impaired.

The review team located a poster on the bulletin board in the waiting room identifying the name and telephone number of the Section 504 Coordinator. The details of the inspection are set forth below:

### **Main Entrance:**

**Accessible Parking and Accessible Route:** A person in a wheelchair using the accessible parking space would need to exit their car and travel into the street, then travel around an island to get to the curb ramp. The ramp is too steep, measuring 12.50%. The parking space is not accessible because it is not located closest to the nearest accessible entrance on an accessible route. *See* UFAS Sec. 4.6.2. This route puts the person in danger of vehicle traffic.

**Ramp to Entrance of Administrative Office:** There is a ramp to the building that is not accessible according to UFAS, with a measurement of 10.1%. *See* UFAS Sec. 4.8.2. In addition, the handrail, located only on one side of the ramp (*See* UFAS Sec. 4.8.5.), measures 37" AFF. *See* UFAS Sec. 4.8.5.(5).

### **Mailroom:**

There is no accessible route to the mailroom from the street. Once the resident has traveled up the ramp to go to the administrative office, the resident needs to enter through an iron gate that measures 31 ½". Once through this gate, you can enter the administrative office or you can go to the mailboxes. For residents wishing to pick up

their mail, they would then have to enter through two more gates. The second gate measures 27 ½" and the third gate measures 31 ½". All three gates do not meet the UFAS requirement of 32" for width of doors. See UFAS Sec. 4.13.5.

**Designated Accessible Women's Restroom:**

**Signage:** The door signage is not mounted to the latch side of the door between 54" – 66" AFF; the signage is door-mounted at 72" AFF. See UFAS Sec. 4.30.6.

**Door Hardware:** The door hardware is not operable with one hand and requires tight pinching, tight grasping, or twisting of the wrist to operate. See UFAS Sec. 4.13.9.

**Lavatory Pipes:** The pipes under lavatory are not covered or insulated. See UFAS Sec. 4.24.6.

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**Puerto Rico Public Housing Authority**  
**Section 504 Compliance Review**  
**Week of January 13, 2003**  
**Accessibility Report**

**Interview Team: Dee Durbin and Rafael Diaz**

**Date: Wednesday, January 15, 2003**

**Site: Beatriz Lasalle (Elderly High-rise)**

During the week of January 13, 2003, the Department conducted a review of the Puerto Rico Public Housing Authority (PRPHA). The review team consisted of Headquarters, San Juan, PR; Jacksonville, FL; Buffalo, NY; and Kansas City, MO. staff from the Offices of Fair Housing and Equal Opportunity, General Counsel, and Public and Indian Housing. During the review, the team conducted an accessibility survey of the Beatriz Lasalle Senior Citizen Development located at Calle Domingo Marrero, Rio Piedras, PR.

**I. Unit Accessibility**

PRPHA reported that it has 100 units at this site. Seven (7) of the 100 units are accessible to individuals with disabilities.

- **Beatriz Lasalle Senior Citizen Development:** The inspection of Beatriz Lasalle Senior Citizen Development included three accessible units.

Units:

**Unit #7-G** (senior citizen female who uses a wheelchair).

Lavatory Pipes: The pipes under the lavatory are not insulated or wrapped. *See* UFAS Sec. 4.24.6.

Mirror: The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" from the floor. *See* UFAS Sec. 4.19.6.

Kitchen Sink: Clear knee space must measure a minimum of 30" wide and 19" deep. *See* UFAS Sec. 4.34.6.5(7).

**Unit #6-C** (elderly senior citizen female who uses a wheelchair).

Lavatory Pipes: The pipes under the lavatory are not insulated or wrapped. *See* UFAS Sec. 4.24.6.

Kitchen Sink Pipes: The pipes under the sink are not insulated or wrapped. *See* UFAS Sec. 4.24.6.

Kitchen Sink: Clear knee space must measure a minimum of 30" wide and 19" deep. *See* UFAS Sec. 4.34.6.5(7).

**Unit #3-G** (elderly female senior citizen with walker and wheelchair)

Lavatory Pipes: The pipes under the lavatory are not insulated or wrapped. *See* UFAS Sec. 4.24.6.

Mirror: The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" from the floor. *See* UFAS Sec. 4.19.6.

Kitchen Sink: Clear knee space must measure a minimum of 30" wide and 19" deep. *See* UFAS Sec. 4.34.6.5(7).

**II. Common Area Accessibility**

**Common Areas:**

**Accessible Parking Space:** Management provides one accessible parking space that meets the width specification but there is a cross slope of 7.0 which makes the parking space unstable and dangerous. *See* UFAS Sec. 4.6.3. A large trash dumpster is located to the immediate right of the access aisle. In addition, the access aisle does not meet UFAS. *See* UFAS Sec. 4.6.3.

**Curb Cut:** There is a 3" dip from the sidewalk to the street at the curb cut that makes it very difficult for a person in a wheelchair. *See UFAS Sec. 4.5.2.* The concrete is not stable, firm and slip-resistant. *See UFAS Sec. 4.5.1.*

**Drinking Fountain:** The water spout of the drinking fountain shall be no higher than 36" from the floor or ground surface to the spout outlet. *See UFAS Sec. 4.15.2.* The built-in unit should either have a clear space under it or have a clear floor space at least 30" by 48" that allows a person in a wheelchair to make a parallel approach to the unit. *See UFAS Sec. 4.15.5(2)*

**Administrative Office Door:** Doorways shall have a minimum clear opening of 32". *See UFAS Sec. 4.13.5.*

**Craft Room:** Doorways shall have a minimum clear opening of 32". *See UFAS Sec. 4.13.5.*

**Community Room:** Doorways shall have a minimum clear opening of 32". *See UFAS Sec. 4.13.5.*

**Laundry Rooms:** Management provides a laundry room on each floor. There is one washing machine and one dryer. Washing machines and clothes dryers in common use laundry rooms shall be front loading. *See UFAS Sec. 4.34.7.2*

**Ramp to Interior (Outdoor) Patio:** Curb ramps and ramps to be constructed on existing sites or in existing buildings or facilities may have slopes identified in UFAS. *See UFAS Sec. 4.1.6(4)(a).*

**Women's Room:** Management stated that the women's room on the main floor is locked all the time and is only available for employees and visitors. It is not an accessible bathroom. There are two stalls in the bathroom and one is locked with a padlock. The other bathroom is not accessible.

Signage: The door signage is not mounted to the latch side of the door between 54"-66"; the signage is door mounted. *See UFAS Sec. 4.30.*

Door pressure was 7 pounds. *See UFAS Sec. 4.13.11(2)(b).*

Lavatory Pipes: The pipes under the lavatory are not wrapped or insulated. *See UFAS Sec. 4.24.6.*

Mirror: The mirror is not mounted with the bottom edge of the reflecting surface no higher than 40" from the floor. *See UFAS Sec. 4.19.6.*

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**Puerto Rico Public Housing Authority**  
**Compliance Review, Week of January 13, 2003**  
**Accessibility Report**

During the week of January 13, 2003, the Department conducted a review of the Puerto Rico Public Housing Authority (PRPHA). During the review, the team conducted an accessibility survey of the Luis Llorens Torres Housing Development located at Loiza St. and Baldorioty de Castro Ave., including four accessible units and eight common areas.

**I. Unit Accessibility- Luis Llorens Torres**

PRPHA reported that 58 units are wheelchair accessible in the project. The on-site team reviewed 4 of these units. In addition, they reported that 26 of its units are accessible to individuals with hearing and vision impairments; and 12 units had been modified pursuant to requests for reasonable accommodations, but were not fully compliant with the Uniform Federal Accessibility Standards (UFAS). The 4 units inspected were in compliance with UFAS.

- **Building # 71:**

Unit # 1345 does have an accessible route that connects all parts of dwelling unit. Accessibility is good to outdoor spaces (patio, balcony and storage space).

Unit #1348, located in the same floor, is also fully accessible for a wheelchair.

**Building # 50**

Unit #994, located on the first floor of building # 50, like the other two units reviewed, is also fully accessible. However, an individual that is both a wheelchair user and hearing impaired occupies this unit.

Unit # 991 is located across the hall from unit #994 and is also fully accessible.

All entrances to the units are located on an accessible route.

**II. Common Area Accessibility:**

During the January 13, 2003 on site visit, the team reviewed the accessibility of the Luis Llorens Torres offices located at building Ernesto Vigoreaux in the main entrance to the housing development. The management of the development is providing a series of social programs for the tenants of this particular housing project, which contains 2,570 units. The summaries of our findings are noted in detail below.

**Site Reviewed:**  
***Ernesto Vigoreaux Building***  
**Loiza Street**  
**San Juan, P.R. 00913**

**Designated Accessible Entrance:** The front door at the center for services exceeded the required pressure of 5lbs. The Management Office does not have an automatic door opener or Help button at the main entrance

**Training Center:** The cabinets and the counters in the training room are not mounted at a maximum height of 34" AFF, as required by UFAS.

**Designated Accessible Entrances:** The front double door and the stage door in the community center are a minimum of 32" wide. However the front double door, the coordinator's office and the men's restroom, and the women's restroom doors exceeded the required pressure of 5 lbs. The door hardware does not have a lever handle or push/pull type that does not require tight grasping, twisting, or pinching of the wrist to operate. One side of the front double door was locked, leaving no accessible space for a wheelchair.

**Designated Accessible Route:** The 504 Coordinator's Office at Ernesto Vigoreaux building is located in an accessible route. However the entrance is not slip-resistant and there are noticeable cracks on the accessible route that would create a tripping hazard for a wheelchair.

**Restrooms:** The hand operated faucet controls are mounted greater than 44" above the floor (AFF) in the Training and Community Organization center which is mounted higher than the maximum height of 44" AFF. The toilet paper dispenser extended too far for a wheelchair approach.

**Ramp:** The handrail at the Community Organization Center has a diameter of less than 1¼"-1½" from the brick, leaving insufficient gripping space.

**Designated Accessible Parking:** The designated accessible parking does not have a minimum of 96' in width with a 60" wide access aisle; there is no signage designating the parking as accessible. The spaces have been improperly measured and/or marked. The designated accessible parking spaces are not located on the nearest accessible routes to the accessible units.

**Mailboxes:** Residents must open mailboxes with a key, which requires tight grasping, pinching, and/or twisting of the wrist to operate.

**Playgrounds:** The playground is on an accessible route and the surface of the playground is firm and stable. Good accessibility to the sports complex and related areas.



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**Puerto Rico Public Housing Authority**  
**Compliance Review, Week of January 13, 2003**  
**Accessibility Report**

During the week of January 13, 2003, the Department conducted a review of the Puerto Rico Public Housing Authority (PRPHA). During the review, the team conducted an accessibility survey of the Las Margaritas I Housing Development (344 units) located at Ave. Eduardo Conde Final, including four accessible units and common areas.

**I. Unit Accessibility- Las Margaritas I**

A & M Contractors, the Management Agent, reported that 17 units are wheelchair accessible and 9 units are accessible for persons with hearing or visual disabilities in the project. The on-site team reviewed 4 of these units. In addition, they reported that 4 units had been modified pursuant to requests for reasonable accommodations, but were not fully compliant with the Uniform Federal Accessibility Standards (UFAS). The interviewer explained to the Section 504 Coordinator that modification of the unit is deemed to have commenced when a specific unit has been identified and design activity for alteration of that unit is underway. 100% of the 4 units inspected in this particular housing project were in compliance with UFAS.

- **Building # 9**

Unit # 95 does have an accessible route that connects all parts of dwelling unit. Accessibility is good in the front entrance (a clear opening of 36" with the door open 90 degrees measured between the face of the door and the opposite stop) and there is sufficient turning radius to outdoor spaces (patio, balcony and storage space).

**Building # 11**

Unit #105, located on the first floor of building # 11, is also fully accessible. However, an individual that is hearing impaired occupies this unit. The living and dining areas are accessible, on an accessible route, and meet the requirements of UFAS Sec .4.34.2(15).

All entrances to the units are located on an accessible route.

**Building # 18**

Unit # 174, located on the first floor on Eduardo Conde Ave, does have a fully accessible bathroom. Grab bars are secured so that they do not rotate within their

fittings and are 1-1/2 inch away from the wall. A non-handicapped resident occupied this particular unit.

Unit #179 is located in the same building across the way, like the other unit is also fully accessible. A cabinet was provided under the lavatory for this unit and is removable to provide the clearance required from the floor to the bottom of the apron. The requirement is for least 29 inches clearance to comply with the requirements of UFAS Sec. 4.34.5. A resident with a mobility impediment occupies this unit.

## **II. Common Area Accessibility:**

During the January 14, 2003 on site visit; the team reviewed the accessibility of the Las Margaritas housing project offices located at Avenue Eduardo Conde Final in the main entrance to the housing development. The management agent of the development A&M Contractors explained the Housing Authority is providing a series of social programs for the tenants of this particular housing project, which contains 344 units. The summaries of our findings are noted in detail below.

### **Site Reviewed:**

***Management Office***

**Ave. Eduardo Conde**

**Santurce, P.R. 00915**

**Designated Accessible Entrance:** The front door at the Office of Administration for the project exceeded the required force allowable for pushing open the door. The maximum force for the front door was more than 8.5 pounds of force. The Management Office does not have an automatic door opener or Help button at the main entrance and do not comply with 4.13.11 of UFAS. The doorway is not at least 36" in width. Management does not offer alternate arrangements for persons with disabilities.

**Community Meeting Room:** The accessible men's restroom door hardware is not operable with one hand and requires tight pinching and twisting of the wrist to operate. Also the hand operated faucet controls are mounted greater than 44" above the floor.

**Designated Accessible Entrances:** The front door and the stage door in the community library are a minimum of 32" wide. However, the interior door in the library exceeded the required pressure of 5 lbs force allowable. The door hardware does not have a lever handle or push/pull type that does not require tight grasping, twisting, or pinching of the wrist to operate. No drinking fountains or public phones are provided on site.

**Designated Accessible Route:** The Certification Specialist Office at the main office building is not located in an accessible route. No sufficient turning radius is available for a wheelchair and the doorway is not at least 36".

Designated Accessible Parking: The designated accessible parking does have a minimum of 96' in width with a 60" wide access aisle; there is signage designating the parking as accessible. However some of the spaces have been improperly measured and/or marked. The designated accessible parking spaces are not located on the nearest accessible routes to the accessible units.

Mailboxes: Residents must open mailboxes with a key, which requires tight grasping, pinching, and/or twisting of the wrist to operate. The slope of ramp to the mailboxes is greater than 1:12, or 8.33%.

Playgrounds: The playground is on an accessible route and the surface of the playground is firm and stable. However there is not accessibility to the sports complex that houses the baseball fields and related areas.

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**Puerto Rico Public Housing Authority**  
**Compliance Review, Week of January 13, 2003**  
**Accessibility Report**

During the week of January 13, 2003, the Department conducted a review of the Puerto Rico Public Housing Authority (PRPHA). During the review, the team conducted an accessibility survey of the Fray Bartolome de las Casas Housing Development (420 units) located at Ave. Borinquen Final in Bo. Obrero, Santurce. The team observed and measured a sample of units that the Management Agent A & M asserts are accessible at various building in the development, including four accessible units and common areas.

**I. Unit Accessibility- Fray Bartolome de las Casas**

A & M Contractors, the Management Agent, reported that 28 units are wheelchair accessible and 8 units are accessible for persons with hearing or visual disabilities in the project. The on-site team reviewed 4 of these units. In addition, they reported that 3 units had been modified pursuant to requests for reasonable accommodations, but were not fully compliant with the Uniform Federal Accessibility Standards (UFAS). The interviewer explained to the Section 504 Coordinator that modification of a unit is deemed to have commenced when a specific unit has been identified and design activity for alteration of that unit is underway. All of the 4 units inspected in this particular housing project were in compliance with UFAS.

- **Building #32**

Unit # 374 does have an accessible route that connects all parts of dwelling unit. Accessibility is good in the front entrance (a clear opening of 36" with the door open 90 degrees measured between the face of the door and the opposite stop) and there is sufficient turning radius to outdoor spaces in the front of the housing unit.

However, this particular development only has one exit for each unit, which is the front door entrance in the unit.

### **Building # 32**

Unit #378, located on the first floor of building # 32, is also fully accessible. An individual that is both visually- impaired and a wheelchair user occupies this unit. The living and dining areas are accessible, on an accessible route, and meet the requirements of UFAS Sec .4.34.2(15). A roll-in shower and a folding seat are provided in the unit. The entrance to the unit is located on an accessible route and complies with Sec.4.34.2.of UFAS.

### **Building # 26**

Unit # 304, located on the first floor facing the parking area in front of the unit. This unit does have a fully accessible bathroom. Grab bars are secured so that they do not rotate within their fittings and are 1-1/2 inch away from the wall. A mobility-impaired resident occupied this particular unit.

### **Building # 1**

Unit #3 is located on the first floor and is also fully accessible. A wheelchair user occupies this unit. The water closet is 18 inches high measured from the top of the toilet seat to the finished floor in compliance with the requirements of UFAS Sec. 4.34.5.2(1) The resident with the mobility impediment that occupies this unit plays basketball for the local wheelchair basketball team in Santurce.

## **II. Common Area Accessibility:**

During the January 15, 2003 on site visit; the team reviewed the accessibility of the Las Casas housing project offices located at Fray Bartolome Ave in the main entrance to the housing development. The management agent of the development, A&M Contractors, explained the Housing Authority is providing some services and social programs for the tenants of this particular housing project, which contains 420 units. The summaries of our findings are noted in detail below.

**Site Reviewed:**  
***Management Office***  
**Fray Bartolome Ave**  
**Santurce, P.R. 00915**

**Designated Accessible Entrance:** The front door at the Office of Administration for the development leading to the management office is not a minimum of 32" wide. The door exceeded the required force allowable for pushing open the door. The maximum force for

the front door was more than 8.5 pounds of force. The Management Office does not have an automatic door opener or Help button at the main entrance and do not comply with 4.13.11 of UFAS. The door hardware does not have a latch that is operable with one hand, and requires tight pinching, tight grasping or twisting of the wrist to operate and do not comply with UFAS Sec.4.16.5. Management does offer alternate arrangements for persons with disabilities, however, the designated accessible route is partially obstructed by file cabinets.

Community Meeting Room: The accessible men's restroom door hardware is not operable with one hand and requires tight pinching and twisting of the wrist to operate. The pipes under the lavatory are not insulated. Also the mirrors are mounted with the leading edge of the reflecting surface higher than the maximum height of 40" above the finished floor. The Community Meeting room threshold steps exceed the maximum height of ½"; the thresholds are 5" high.

There is no signage at the main entrance to the Community Meeting Room (which is not accessible due to the presence of steps) that directs residents/individuals to the adjacent, designated accessible entrance by the Office of Administration.

Designated Accessible Entrances: The front door in the resident's organization room is a minimum of 32" wide. However, the interior door in the room exceeded the required pressure of 5 lbs force allowable. The door hardware does not have a lever handle or push/pull type that does not require tight grasping, twisting, or pinching of the wrist to operate. No drinking fountains or public phones are provided on site.

Designated Accessible Parking: The designated accessible parking does have a minimum of 96' in width with a 60" wide access aisle; there is signage designating the parking as accessible. However, some of the spaces have been improperly measured and/or marked. The designated accessible parking spaces are not located on the nearest accessible routes to the accessible units.

There is no accessible route from accessible parking to an accessible entrance. Often, when there is an inaccessible walkway provided for others, wheelchair users must use a roadway or vehicular route, which can be dangerous.

Mailboxes: Residents must open mailboxes with a key, which requires tight grasping, pinching, and/or twisting of the wrist to operate. The slope of ramp to the mailboxes is greater than 1:12, or 8.33%. Working counters in the mailroom are mounted at 40 inches above the floor.

Playgrounds: The playground is on an accessible route and the surface of the playground is firm and stable. There is also accessible route to the basketball courts and complex that houses the baseball fields and related areas. The baseball Diamonds are presently under renovation.

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**Puerto Rico Public Housing Authority**  
**Compliance Review, Week of January 13, 2003**  
**Accessibility Report**

During the week of January 13, 2003, the Department conducted a review of the Puerto Rico Public Housing Authority (PRPHA). During the review, the team conducted an accessibility survey of the Jardines de Selles I Housing Development (300 units) located at Calle Juan Pena Reyes, Rio Piedras. The team observed and measured a sample of units that the Management Agent, A&M, asserts are accessible at various building in the development, including four accessible units and common areas.

**I. Unit Accessibility-Jardines de Selles I**

A & M Contractors, the Management Agent, reported that 20 units are wheelchair accessible and 7 units are accessible for persons with hearing or visual disabilities in the project. The on-site team reviewed 4 of these units. In addition, they reported that 9 units had been modified pursuant to requests for reasonable accommodations, but were not fully compliant with the Uniform Federal Accessibility Standards (UFAS). The interviewer explained to the regional Section 504 Coordinator and Project Administrator that modification of a unit is deemed to have commenced when a specific unit has been identified and design activity for alteration of that unit is underway. All of the 4 units inspected in this particular housing project were in some compliance with the UFAS requirements.

- **Building #15**

Unit # 1503 does have an accessible route that connects all the interior parts of the dwelling unit. Accessibility is good in the front entrance (a clear opening of 36" with the door open 90 degrees measured between the face of the door and the opposite stop) and there is sufficient turning radius to outdoor spaces in the front of the housing unit. However, there is no accessible route from accessible parking to an accessible entrance. The requirement 4.6.3 – parking access aisles shall be part of an accessible route to the building or facility entrance and shall comply with Section 4.3.

**Building #6**

Unit #604 is a 5-bedroom unit located on the first and second floor of building # 6. An individual that is a wheelchair user occupies this unit. The unit was inspected and was determined that is partially UFAS-compliant. Specifically, the bathroom door is not a minimum of 32" wide; the door is only 29 1/2", and the door hardware requires tight pinching, twisting or grasping of the wrist to operate. There is an insufficient turning radius in the bathroom; the turning radius is 27'x57"; the minimum is 60" if turning is required to exit. There is one bedroom down stairs and 4 upstairs. The bedroom door in the first floor is a minimum of

32" wide. The living and dining areas are accessible, on an accessible route, and meet the requirements of UFAS Sec. 4.34.2(15). The entrance to the unit is located on an accessible route and complies with Sec. 4.34.2. of UFAS.

#### **Building #5**

Unit # 501, located on the first floor facing the parking area in front of the building. This unit does have a fully accessible bathroom. Grab bars are secured so that they do not rotate within their fittings and are 1-1/2 inch away from the wall. The bathroom mirror is mounted 40" from the floor. The pipes under the kitchen sink and bathroom lavatory are not insulated. The door hardware does not have a shape that is easy to open with one hand; it requires tight grasping, twisting, or pinching of the wrist to operate in accordance with UFAS Sec. 4.13.9. A mobility-impaired resident occupied this particular unit.

#### **Building # 5**

Unit #502 is located on the first floor and is also not fully accessible. A wheelchair user occupies this unit. The water closet is 19 inches high measured from the top of the toilet seat to the finished floor in compliance with the requirements of UFAS Sec. 4.34.5.2(1). The screen doors do not have accessible hardware; the current hardware requires tight grasping, twisting, or pinching of the wrist to operate.

## **II. Common Area Accessibility:**

During the January 16, 2003 on site visit; the team reviewed the accessibility of the Jardines de Selles I housing project offices located at Calle Juan Pena Reyes in the main entrance to the housing development. The management agent of the development, A&M Contractors, explained that the housing project is under rehabilitation and that many areas of inaccessibility were created because of construction work in progress.

In general, the most significant areas of concerns under 504 were discussed with the 504 Coordinator for the Jardines de Selles housing development. These included that an accessible route must connect all accessible spaces in the facility from the walks and paths and parking outside, through the entrance to the accessible hallways, doors, toilet rooms, drinking fountains, and special use facilities inside the development

## **APPENDIX C: 2003 VCA**





U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-2000

OFFICE OF FAIR HOUSING  
AND EQUAL OPPORTUNITY

OCT 3 2003

**Via Federal Express**

Mr. Carlos G. Laboy  
Administrator  
Puerto Rico Public Housing Administration  
606 Barbosa Avenue  
Juan C. Cordero Building  
Rio Piedras, Puerto Rico 00927

SUBJECT: Voluntary Compliance Agreement  
Puerto Rico Public Housing Administration

Dear Mr. Laboy:

We are pleased to enclose the original, fully executed Voluntary Compliance Agreement (Agreement) between the U.S. Department of Housing and Urban Development and the Puerto Rico Public Housing Administration (PRPHA). We have also enclosed the executed "Certification" form, as required by the Commonwealth of Puerto Rico.

We will also forward, under separate cover, the accompanying matrix for the Agreement that will reflect the timelines required by the terms of the Agreement.

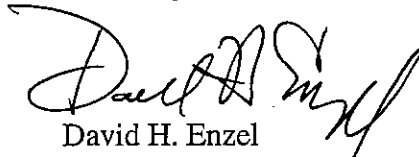
The enclosed Agreement resolves outstanding findings of non-compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 that were cited in the Department's preliminary Letter of Findings issued to the PRPHA on January 21, 2003.

The Department's January 2003 compliance review and negotiations were conducted under the authorities of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulation at 24 C.F.R. Part 8 (Section 504), and the Americans with Disabilities Act of 1990, 42 U.S.C. §§12131 et seq., and its implementing regulation at 28 C.F.R. Part 35 (ADA).

In conclusion, the Department would again like to thank you and your staff for your professionalism, cooperation and assistance extended to the Department's staff from the January 2003 compliance review and throughout the negotiations between our offices. The Department now looks forward to the implementation phase of the Agreement and we look forward to an ongoing, mutually satisfactory relationship between our offices.

As always, please feel free to contact Ms. Jana Erickson, Office of General Counsel, at 202-708-0614, extension 5067, if you have any questions or comments regarding the foregoing.

Sincerely,

A handwritten signature in black ink, appearing to read "David H. Enzel", written over the printed name.

David H. Enzel  
Deputy Assistant Secretary  
for Enforcement and Programs

Attachment

cc: Yasmín M. Santiago-Zayas, Esq.  
Carlos R. Fournier-González, PE  
Douglas Mishkin, Esq.  
Candace Tapscott  
Michael Colón  
Diana Ortiz  
José Bosque-Perez

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

**VOLUNTARY COMPLIANCE AGREEMENT**

**BETWEEN**

**THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**AND**

**THE PUERTO RICO PUBLIC HOUSING ADMINISTRATION**

*RMH*  
*DJE*  
*WHL*

# PUERTO RICO PUBLIC HOUSING ADMINISTRATION

## VOLUNTARY COMPLIANCE AGREEMENT

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<b><u>Appendix</u></b>	<b><u>Description</u></b>
A	PRPHA List of Properties
B	Notice PIH 2002-01 (HA)
C	Draft Reasonable Accommodation Policy
D	Draft Grievance Procedures
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G	Uniform Federal Accessibility Standards (UFAS) and ADA Standards for Accessible Design (ADA Standards)

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

VOLUNTARY COMPLIANCE AGREEMENT


BETWEEN

THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE PUERTO RICO PUBLIC HOUSING ADMINISTRATION

I. INTRODUCTION

The Puerto Rico Public Housing Administration (PRPHA) owns, operates, or controls a public housing program consisting of housing and non-housing programs that includes, but is not limited to, common entrances, management offices, laundry rooms, common areas, corridors, hallways, elevators, community programs and day care facilities. See the PRPHA's List of Properties, attached as Appendix A. PRPHA receives various Federal funds to operate, maintain, and make capital improvements to these projects. The U.S. Department of Housing and Urban Development (HUD or the Department) has funded the PRPHA's projects, in part, through the provision of operating subsidies, capital funding (including the Comprehensive Grant Program (CGP), the Comprehensive Improvement Assistance Program (CIAP), Capital Fund Program, Public Housing Drug Elimination Program (PHDEP), and the HOPE VI revitalization grants).

The PRPHA is subject to Federal civil rights laws and regulations. *See* Section 504 of the Rehabilitation Act of 1973 (Section 504)<sup>1</sup>; Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)<sup>2</sup>; Title II of the Americans with Disabilities Act of 1990 (ADA)<sup>3</sup>; the Fair Housing Act of 1968, as amended (Fair Housing Act)<sup>4</sup>; the Architectural Barriers Act of 1968<sup>5</sup>, and the respective implementing regulations for each Act. *See* also HUD's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as the relevant contractual provisions of the PRPHA's Annual Contributions Contract (ACC) with HUD.

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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. §§ 5301 *et seq.*; 24 C.F.R. §§ 570.601 and 570.602.

<sup>3</sup> 42 U.S.C. §§ 12101 *et seq.*

<sup>4</sup> 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100.

<sup>5</sup> 42 U.S.C. §§ 4151-4157.

During the week of January 13-17, 2003, the Department conducted a review under the authorities of Section 504 and the ADA. The Department reviewed the PRPHA's programs, services and activities. The Department's review included a review of the designated accessible housing units, including common areas, housing programs, and non-housing programs and activities. In addition, the Department conducted an accessibility review of the PRPHA's Central Office in Rio Piedras and the Regional Office in Mayaguez. The Department also reviewed the offices of a sampling of the PRPHA's private management companies. The Department's review included the examination of tenant waiting lists, tenant applications, and policies and procedures, including the Reasonable Accommodation and Transfer and Occupancy Policies. Finally, the Department conducted interviews with PRPHA residents, key staff, and representatives of the PRPHA's private management staff. HUD's review revealed deficiencies related to the physical accessibility of the common areas and individual housing units as well as deficiencies in the policies and procedures. On February 21, 2003, the Department issued its preliminary Letter of Findings of Non-Compliance (LOF) with Section 504 and the ADA.

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The PRPHA agrees to enter into this Voluntary Compliance Agreement ("Agreement" or "VCA") in order to address the issues raised in the Department's preliminary LOF; and, in order to comply with its responsibilities under Section 504, Section 109, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations. However, the PRPHA makes no admission of liability with respect to the issues raised in the February 21, 2003 LOF; nor with respect to any of the statutes or regulations referenced above.

The parties further agree that PRPHA faces unique challenges, which the parties have considered in developing the timeframes contained within this Agreement. Specifically, the PRPHA is the second largest public housing authority in the country, with a total housing inventory of 56,064 Total Housing Units, as referenced in Appendix A. The PRPHA administers its public housing inventory in fifty-two (52) towns throughout the Commonwealth of Puerto Rico.

The PRPHA currently lacks specialized in-house expertise regarding the requirements of Section 504, the ADA, the Fair Housing Act, and their respective accessibility standards. In addition, the PRPHA faces difficult and unique challenges in recruiting staff with the requisite expertise and experience given its geographical isolation; the requirement of Spanish-speaking personnel; and, Puerto Rico's salary structure that is significantly lower than on the U.S. mainland.

The parties believe that PRPHA will greatly benefit from contracting with an outside consultant with specialized expertise and experience in Section 504, the ADA, the Fair Housing Act, and their respective accessibility standards, in order to assist the PRPHA in the development of its Needs Assessment, Self-Evaluation and Transition Plan. In recognition of the Commonwealth of Puerto Rico's procurement procedures, it is anticipated that the PRPHA will require six (6) months from the effective date of this Agreement to secure the services of an appropriate consultant. Accordingly, the parties have considered the unique features of the PRPHA and the Commonwealth of Puerto Rico in negotiating the timelines throughout this Agreement.

## II. DEFINITIONS

Accessible – When used with respect to the design, construction, or alteration of housing and non-housing programs, “accessible” means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), *See* 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), Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible. *See* Appendix G for the UFAS and ADA Standards.

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 definition of “Dwelling Unit” and “Non-Housing Programs”.)

Adaptable – 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.

Administrative Offices – The PRPHA’s Central Administrative Offices located in Rio Piedras; the Regional Offices of the PRPHA; and, the offices of the Private Management Companies.

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.

Assistance Animal – An animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a pet and thus, is not subject to the PRPHA’s Pet Policy. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person’s disability.

Auxiliary Aids – Services that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs 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.

Development – The whole of one or more PRPHA-owned residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single contract for Federal financial assistance or application for assistance; or are treated as a whole for processing purposes, whether or not located on a common site.



Dwelling 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 date of the last signature in Section IX.

Non-Housing Programs - All or any PRPHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. A Non-Housing Program includes, but is not limited to, common areas (including common areas throughout HOPE VI developments), entrances, elevators, the PRPHA offices (excluding the PRPHA's Administrative Offices located in Rio Piedras; the PRPHA's Regional Offices; and, the offices of the Private Management Companies, which are defined separately as "Administrative Offices"), community centers (including restrooms), day care facilities (including restrooms), corridors, hallways, meeting rooms, recreation rooms, senior citizen centers (including restrooms), social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by the PRPHA, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in the PRPHA's housing programs. To the extent that entrances, elevators, and common areas provide accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

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.

PRPHA – The officers, directors, agents (including contractors), private management agents/companies, employees and successors or assigns of the Puerto Rico Public Housing Administration.

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. See UFAS § 3.5.

Total Housing Units – The total number of public housing units published in HUD's Public and Indian Housing Information Center (PIC) as of January 1, 2003. Total Housing Units include public housing units in HOPE VI.

UFAS – Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards (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 individuals with disabilities, including individuals who use wheelchairs, on a route that complies with the definition of an Accessible Route. In addition to the UFAS requirement at § 4.34(15)(c), all sleeping areas must be on an accessible route; and, when more than one bathroom is provided in a housing unit, additional bathrooms must be accessible, unless structural alterations are impractical or would create an undue administrative and financial burden beyond the control of the PRPHA. [See Notice PIH 2002-01 (HA), issued January 22, 2002, attached as Appendix B.] The accompanying Non-Housing Programs must also be accessible unless the PRPHA can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable; or, would create an undue financial and administrative burden.

### III. GENERAL PROVISIONS

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- A. This Voluntary Compliance Agreement applies to all Federally funded projects, related facilities, and programs or activities that the PRPHA, its agents, successors, and assigns or beneficiaries own, control, operate or sponsor. This Agreement also applies to the Public Housing units in HOPE VI revitalization projects as well as all of the activities of the Private Management Companies.
  - B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of the PRPHA and HUD. This Agreement shall remain in effect until the PRPHA has satisfactorily completed the provisions set forth in this Agreement; or, for a minimum of seven (7) years after the effective date of this Agreement, whichever is later.
  - C. The Department will monitor the PRPHA's implementation of this Agreement and may amend the Agreement, in consultation with PRPHA, if the Department determines that PRPHA's Needs Assessment, referenced in Section IV, Part E of this Agreement, supports an increased need above the total number of UFAS-Accessible Units referenced in Section IV C (1)(a).
  - D. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, Section 109, 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 does not affect the ability of HUD or the PRPHA to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.

- F. Upon the effective date of this Agreement, this VCA is a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the law. The PRPHA shall provide a copy of this Agreement to any person upon request. The PRPHA shall also provide a copy of this Agreement to each Manager, the Private Management Companies, and each duly elected Resident's Council or resident organization.
- G. The PRPHA shall provide a copy of reporting data it generates to comply with this Agreement to any person upon request in accordance with the PRPHA's Freedom of Information Act and Privacy Act procedures. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- H. Notwithstanding any notice or consultation requirements of this Agreement, the PRPHA shall comply with the notice and consultation requirements of HUD's Public Housing Agency Plan ("PHA Plan") regulation at 24 C.F.R. part 903.
- I. Except as set forth in Section VIII of this Agreement, to the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding the PRPHA's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, UFAS, the Fair Housing Act, and/or Section 109 conflicts with this Agreement, this VCA 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 any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.
- K. This Agreement does not affect any requirements for the PRPHA to comply with all requirements of Section 504, the ADA and the Fair Housing Act not addressed in this Agreement.
- L. The PRPHA shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.
- M. This Agreement and the requirements herein are controlling in the event that a court orders the PRPHA to provide a lesser number of units accessible to individuals with disabilities than the requirements stated in this Agreement, and HUD is not a party to the litigation.

#### IV. SPECIFIC PROVISIONS

##### A. VOLUNTARY COMPLIANCE AGREEMENT ADMINISTRATOR

1. Within one hundred eighty (180) days of the execution of this Agreement, the PRPHA shall hire or appoint a Voluntary Compliance Agreement Administrator ("the VCA Administrator"). In the interim, within thirty (30) days of the effective date of this Agreement, the PRPHA will appoint an Acting VCA Administrator. The VCA Administrator will report directly to the Administrator of the PRPHA. The VCA Administrator will be responsible for coordinating all compliance activities under this Agreement and shall serve for the duration of the VCA.
2. The VCA Administrator will be responsible for: (1) implementation of the provisions of this Agreement; (2) submission of all reports, plans and records as required by this Agreement; and, (3) coordination of the activities of the PRPHA personnel who will assist the VCA Administrator in implementing this Agreement. The PRPHA shall assign sufficient staff to report to the VCA Administrator so that s/he can successfully accomplish these objectives.
3. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, the PRPHA shall immediately designate an Acting VCA Administrator and select a new VCA Administrator within one hundred eighty (180) days of the resignation or termination of the VCA Administrator. The PRPHA shall immediately notify the Department in writing as to any change of the VCA Administrator.
4. Within fourteen (14) days of a vacancy, the PRPHA shall provide HUD with the name of the individual selected to serve as the Acting VCA Administrator.

##### B. SECTION 504/ADA COORDINATOR

1. Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA shall hire a qualified Section 504/ADA Coordinator. The Section 504/ADA Coordinator must have prior relevant experience to demonstrate expertise and knowledge of Section 504, the Fair Housing Act, the ADA, the Architectural Barriers Act, their respective implementing regulations and the relevant accessibility standards.
2. Within ninety (90) days of the effective date of this Agreement, the PRPHA shall provide HUD with the position description for its review.
3. Within thirty (30) days of the effective date of this Agreement, the PRPHA shall designate an employee to serve as the Acting Section 504/ADA Coordinator.
4. In the event that the Section 504/ADA Coordinator resigns or is otherwise terminated prior to the expiration of this Agreement, the PRPHA shall immediately designate an Acting Section 504/ADA Coordinator and select a new,

qualified Section 504/ADA Coordinator within one hundred eighty (180) days of the termination or resignation of the Section 504/ADA Coordinator. The PRPHA shall notify the Department in writing within thirty (30) days of any change of the Section 504/ADA Coordinator.

5. Within fourteen (14) days of a vacancy, the PRPHA shall provide HUD with the name of the individual selected to serve as the Acting Section 504/ADA Coordinator.

### **C. HOUSING PROGRAMS**

#### **1. Provision of UFAS-Accessible Units**

- a. The PRPHA shall construct or convert a minimum of five percent (5%) or 2,803 of its Total Housing Units, as delineated at Appendix A, UFAS-accessible subject to the requirements of the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. C (2). The production of the UFAS-Accessible Units will occur at the rate of three-hundred three (303) units for the first two (2) years of this Agreement; and, at the rate of five-hundred (500) units per year for the third through seventh years of this Agreement.
- b. The procurement process for the construction or conversion of these units shall commence no later than thirty (30) days following HUD's approval of the **UFAS-Accessible Unit Plan**, described in Paragraph IV. C (2).
  - (i) Nothing in this Agreement diminishes PRPHA's obligation to comply with 24 C.F.R. §§ 8.4(b)(1)(i) and (ii), which prohibits recipients from providing housing to qualified individuals with disabilities that is not equal to that afforded others; or providing housing to qualified individuals with disabilities that is not as effective in affording the individual with an equal opportunity to achieve the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others. Therefore, in addition to the UFAS requirement at § 4.34(15)(c), all sleeping areas must be on an accessible route; and, when more than one bathroom is provided in a housing unit, additional bathrooms must be accessible, unless structural alterations are impractical or would create an undue administrative and financial burden beyond the control of the PRPHA. See Notice PIH 2002-01 (HA), issued January 22, 2002, attached as Appendix B.
- c. The PRPHA must demonstrate the completion of the construction or conversion of 2,803 Total Housing Units, as described in Paragraph IV. C (1), above, within seven (7) years of the effective date of this Agreement, or no later than August 31, 2010. Unless otherwise agreed by HUD pursuant to HUD's approval of the PRPHA's **UFAS-Accessible Unit Plan**, described in Paragraph IV. C (2), below, the PRPHA will demonstrate the completion of at least three hundred three (303) units described in Paragraph IV. (C)(1) by August 31, 2005; and, five-hundred (500) additional units by August 31,

2006; five-hundred (500) additional units by August 31, 2007; five-hundred (500) additional units by August 31, 2008; five-hundred (500) additional units by August 31, 2009; and, five-hundred (500) additional units by August 31, 2010.

- d. If PRPHA does not meet its annual production rate of UFAS-Accessible Units as set forth in Paragraph IV. (C)(1)(c) for a given year, PRPHA may have an opportunity to cure up to fifteen percent (15%) of the annual production rate in the following year.
- e. HUD may grant PRPHA a single, one (1) year extension, until August 31, 2011, in order to complete the construction or conversion of 2,803 Total Housing Units, as delineated in Paragraph IV. C (1)(a), above. However, HUD will only grant PRPHA this one (1) year extension for good cause shown. In order to establish good cause, PRPHA must demonstrate to HUD its good faith efforts to complete the completion of the 2,803 Total Housing Units, as noted in its UFAS-Accessible Unit Plan, no later than August 31, 2010.

**2. UFAS-Accessible Unit Plan**

- a. Within three-hundred sixty five (365) days of the effective date of this Agreement, the PRPHA will submit, for HUD's review and approval, its **UFAS-Accessible Unit Plan** for all developments identified in Appendix A. HUD will provide the PRPHA with its approval, or comments, within forty-five (45) days of receipt of both the PRPHA's proposed **UFAS-Accessible Unit Plan** and **Non-Housing Program Accessibility Plan**, referenced in Paragraph IV. (D)(1).
- b. Upon execution of this Agreement and prior to its submission of the **UFAS-Accessible Unit Plan**, PRPHA will commence conversion or construction of a minimum of three-hundred three (303) UFAS-Accessible Units of the PRPHA's inventory undergoing major modernization for the first two (2) years of this Agreement.
  - (i) The **UFAS-Accessible Unit Plan** will be in a format that includes: (1) Total number of UFAS-Accessible Units per year; (2) development name and location; (3) bedroom size distribution within each development; (4) demographic data – including household type (based on Form HUD-50058) and type of disability – within development; and, (5) accessibility of all Non-Housing Programs at each development, including accessible routes and elevators.
  - (ii) The number of UFAS-Accessible Units in any particular development may not exceed twenty-five percent (25%). The **UFAS-Accessible Unit Plan** will include interim timeframes and benchmarks for meeting annual rates; vacancy rates at each development; and, crime rates in and around

each development. The Plan will address all developments covered under this Agreement, as referenced in Appendix A.

(iii) If the **UFAS-Accessible Unit Plan** does not include provisions to provide accessible units in a given development, or if implementation of the Plan would not result in at least five percent (5%) of the units being UFAS-accessible in a given development, then the PRPHA will provide a detailed explanation, for HUD's review and approval, which includes information regarding structural infeasibility and/or undue financial and administrative burden.

### 3. Transition Plan

This Agreement will serve as the PRPHA's Transition Plan with respect to and in compliance with the provisions of programs to persons with disabilities. See 24 C.F.R. § 8.25 (c).

### 4. Certification of UFAS-Accessible Units

- [Handwritten: Done, OK, WOK]*
- a. Within ninety (90) days of PRPHA's completion of each of the UFAS Accessible Units referenced above, the PRPHA will provide written certification through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that the UFAS-Accessible Units, including accessibility to the Non-Housing Programs, comply with the requirements of UFAS, PIH Notice 2002-01(HA), and, where applicable, the ADA Standards. PRPHA will submit this documentation to HUD as part of its Quarterly Report. HUD reserves the right to conduct periodic on-site reviews of the completed accessible units to ensure compliance.

### 5. Status Reports for UFAS-Accessible Units

- a. The PRPHA will provide Quarterly Reports to HUD on the number of UFAS-Accessible Units for which funds have been reserved, physical work has been undertaken, physical work has been completed, and independent verification of UFAS compliance by development and bedroom size. The Quarterly Report will include unit counts for the given reporting period and cumulatively from the effective date of this Agreement. The PRPHA will also provide a narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the HUD-approved UFAS-Accessible Unit Plan, referenced in Paragraph IV. (C)(2).
- b. HUD, in consultation with PRPHA, may increase the number of accessible units required under PRPHA's HUD-approved **UFAS-Accessible Unit Plan** based on changes in need, pursuant to the PRPHA's completion of the Needs Assessment identified in Paragraph IV. (E), below.
- c. The PRPHA shall submit quarterly UFAS-Accessible Unit Plan Reports in a format compatible with "Microsoft Word 2000." The first quarterly UFAS-

Accessible Unit Plan Report will be due on July 31, 2005. Subsequent reports are due at quarterly intervals for the duration of this Agreement [i.e., October 31, 2005, January 31, 2006, April 30, 2006, July 31, 2006, etc.]

#### **D. NON-HOUSING PROGRAMS**

##### **1. Non-Housing Program Accessibility Plan:**

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- a. Within three hundred sixty five (365) days of the effective date of this Agreement, the PRPHA will submit, for HUD's review and approval, its **Non-Housing Program Accessibility Plan**. HUD will provide its approval, or comments, within forty-five (45) days of receipt of both the **Non-Housing Program Accessibility Plan** and the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. (C)(2), above.
  - b. The PRPHA's **Non-Housing Program Accessibility Plan** will ensure that PRPHA's Non-Housing Programs are accessible to persons with disabilities. See 24 C.F.R. § 8.21. Non-Housing Programs include, but are not limited to, all common areas (including common areas throughout HOPE VI developments), accessible routes, management and regional offices (including restrooms), laundry rooms, mail delivery, trash disposal, meeting rooms, recreation rooms, community centers (including restrooms); and, day care facilities (including restrooms). See 24 C.F.R. § 8.21. This Plan must include accessible transportation if transportation is or must be provided to take individuals with disabilities (including their accompanying family members and friends without disabilities), to accessible facilities or activities.
  - c. The **Non-Housing Program Accessibility Plan** must include: (1) specific elements to be made accessible at each development; (2) interim timeframes and benchmarks for meeting annual rates; (3) an annual timetable that coincides with the UFAS-Accessible Unit Plan not to exceed seven (7) years for completing the work; and, (4) identification of the source of the funding to accomplish each task. If accessibility to Non-Housing Programs cannot be achieved in a particular development due to structural infeasibility and/or an undue financial and administrative burden, the PRPHA will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or an undue financial and administrative burden.

##### **2. Existing Administrative Offices Accessibility Plan:**

- a. Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA will submit, for HUD's review and approval, its **Administrative Offices Accessibility Plan** to make the PRPHA's Central Office located in Rio Piedras and the PRPHA's Regional Offices accessible to individuals with disabilities. No later than March 1, 2004, PRPHA will submit, for HUD's review and approval, the **Administrative Offices Accessibility Plan for the Private Management Companies** to make the private management companies' offices accessible to individuals with disabilities. HUD will



provide its approval, or comments, within forty-five (45) days of receipt of each of the **Administrative Offices Accessibility Plans**.

- b. The PRPHA's **Administrative Offices Accessibility Plans** will ensure that these offices are fully accessible to individuals with disabilities and comply with the relevant UFAS and ADA Standards.
- c. The Plans will include accessible routes into and throughout the PRPHA's programs, services and/or activities located at these Administrative Offices, designated accessible parking and transportation stops, including accessible signage.
- d. The Plans must include accessible transportation if transportation is or must be provided to take individuals with disabilities (including their accompanying family members and friends without disabilities) to accessible facilities or activities.
- (i) The **Administrative Offices Accessibility Plans** must include: (1) specific elements to be made accessible at each office; (2) a timetable not to exceed twelve (12) months for completing the work; (3) interim timeframes and benchmarks for meeting the twelve-month deadline; and, (4) identification of the source of funding to accomplish each task. If accessibility cannot be achieved at a particular Administrative Office due to structural infeasibility and/or an undue financial and administrative burden, the PRPHA will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or undue financial and administrative burden.
- e. Within sixty (60) days of all completed modifications at a PRPHA Regional Office, Private Management Company office, or the PRPHA's Central Office, the PRPHA will provide certification, through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that each of its Regional Offices, Private Management Company offices, and the PRPHA's Central Offices complies with the accessibility requirements of the UFAS and, where applicable, ADA Standards.
- f. HUD reserves the right to conduct periodic on-site inspections of these Administrative Offices to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Standards. In addition, HUD reserves the right to ensure that the PRPHA's programs, services and activities located in these Administrative Offices are accessible to individuals with disabilities in compliance with Section 504 and, where applicable, the ADA.

3. **Future Administrative Offices Accessibility Plan:**

- a. For the duration of this Agreement, PRPHA will submit, for HUD's review and approval, a **Future Administrative Offices Accessibility Plan** to make any and all future Administrative Offices accessible to individuals with

disabilities. This Plan will include both new construction and alterations to existing structures. HUD will provide its approval, or comments, within forty-five (45) days of receipt of the **Future Administrative Offices Accessibility Plan**.

- b. The PRPHA's **Future Administrative Offices Accessibility Plan** will ensure that these offices are fully accessible to individuals with disabilities and comply with the relevant UFAS and ADA Standards.
- c. The Plan will include accessible routes into and throughout the PRPHA's programs, services and/or activities located at these Administrative Offices, designated accessible parking and transportation stops, including accessible signage.
- d. This Plan must include accessible transportation if transportation is or must be provided to take individuals with disabilities (including their accompanying family members and friends without disabilities) to accessible facilities or activities.

(i) The **Future Administrative Offices Accessibility Plan** must include: (1) specific elements to be made accessible at each office; (2) a timetable not to exceed twelve (12) months for completing the work; (3) interim timeframes and benchmarks for meeting the twelve-month deadline; and, (4) identification of the source of funding to accomplish each task. If accessibility cannot be achieved at a particular Administrative Office due to structural infeasibility and/or an undue financial and administrative burden, the PRPHA will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or undue financial and administrative burden.

- e. For the duration of this Agreement, within sixty (60) days of the completion of new construction or alterations of an Administrative Office of the PRPHA, the PRPHA will provide certification, through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that each newly-constructed or altered Administrative Office complies with the accessibility requirements of the UFAS and, where applicable, ADA Standards.
- f. HUD reserves the right to conduct periodic on-site inspections of these Administrative Offices to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Standards. In addition, HUD reserves the right to ensure that the PRPHA's programs, services and activities located in these Administrative Offices are accessible to individuals with disabilities.

#### **E. NEEDS ASSESSMENT**

- 1. Within two-hundred seventy (270) days of the execution of this Agreement, the PRPHA will submit a **Section 504 Needs Assessment** (Needs Assessment) to HUD for its review and approval. HUD will provide its approval, or comments,

to the Needs Assessment within forty-five (45) days of receipt. See 24 C.F.R. § 8.25 (c).

2. Beginning one-hundred twenty (120) days of the effective date of this Agreement, PRPHA will submit Quarterly Status Reports describing the PRPHA's efforts in conducting and completing its Section 504 Needs Assessment.
3. The **Needs Assessment** must include:
  - a. The percentage and number of total housing units that are required to meet the needs of its current residents with disabilities and the needs of individuals with disabilities on the PRPHA's waiting lists;
  - b. The total number and percentage of each type of disability (including, but not limited to, wheelchair users; mobility aid users; visual and hearing disabilities, etc.);
  - c. The needs of eligible, qualified individuals in the area, including a reference to the 2000 census data;
  - d. A Transition Plan setting forth the PRPHA's Plan to achieve program accessibility to ensure that the needs of eligible individuals with disabilities may be accommodated proportionately to the needs of eligible individuals without disabilities; and,
  - e. Information that identifies the persons or groups representing individuals with disabilities in the community who were consulted in the preparation of the Needs Assessment.
4. Within forty-five (45) days of HUD's approval of PRPHA's Needs Assessment, HUD shall determine whether it will amend upward the percentage of units (five percent (5%)) as identified in Paragraphs IV. (C)(1) and (2), that PRPHA must make UFAS-Accessible. HUD will utilize the Needs Assessment and any other relevant published data to make this determination as to whether more UFAS-Accessible Units are required to meet the needs of income eligible individuals with disabilities in the Commonwealth of Puerto Rico.
5. If HUD, in consultation with PRPHA, determines that this upward adjustment is required, HUD shall notify PRPHA of a timeframe and process for PRPHA to modify its UFAS-Accessible Unit Plan to reflect the increased need for additional UFAS-Accessible Units.

#### **F. REASONABLE ACCOMMODATION POLICY**

1. Within one-hundred eighty (180) days of the effective date of this Agreement, the PRPHA will adopt and implement the **Reasonable Accommodation Policy**, attached as Appendix C. The Reasonable Accommodation Policy will centralize the provisions of reasonable accommodations at the PRPHA and will be centrally administered by the PRPHA's Section 504/ADA coordinator.

2. The PRPHA will maintain documentation of each reasonable accommodation request. The PRPHA's documentation will include: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and, (v) documentation reflecting the disposition of the requests.
- a. If any of the requests are sent to the private management companies, the private management companies must also keep a date and time log that contains the above information as well as the date it was received from the individual requesting the accommodation(s).
  - b. No later than seven (7) days after a private management company has received a request for reasonable accommodation(s), the private management company shall forward the reasonable accommodation request(s) to the PRPHA's Section 504/ADA Coordinator for review, processing and disposition.
3. Within thirty (30) days of the implementation of the Reasonable Accommodation Policy, the PRPHA will provide HUD, for its review and approval, a draft reasonable accommodation letter to be distributed to all its residents. HUD will approve or modify the letter within ten (10) days of receipt. PRPHA will send the approved letter by U.S. mail, first class postage pre-paid, to all heads of households. The reasonable accommodation letter shall:
- a. Advise residents of their right to request reasonable accommodations, including accessible features, at the PRPHA's expense consistent with the PRPHA's Reasonable Accommodation Policy, and request information on their need for accessible features or fully accessible units. The letter will also include a list of different types of reasonable accommodations. [For example, reasonable accommodation(s) may include, but are not limited to, an accessible unit for individuals who use wheelchairs; grab bars in the bathroom; accessible door hardware; a roll-in shower; lowered counters in the kitchen; a ramp to the unit; accessible parking space; documentation from the PRPHA in an alternate format such as Braille, large print and/or audiocassette; effective communication for individuals with hearing disabilities such as a qualified sign language interpreter for public meetings, etc.] The PRPHA shall offer these tenants the option of remaining in their current unit while the PRPHA makes accessibility modifications; or, waiting to transfer, upon availability, to another unit that is accessible and meets the unit size requirement of the respective tenant.
  - b. Advise residents that if they previously made reasonable accommodations, including accessible features, at their personal expense, that they are entitled to the reimbursement of the funds expended, and that lease provisions prohibiting modifications to their unit do not apply to previously made reasonable accommodations. In addition, the reasonable accommodation letter will request information, including supporting documentation, regarding accessibility features that the resident made with their personal funds.

- c. Provide a mechanism for answering resident questions relating to the reasonable accommodation letter and the PRPHA's Reasonable Accommodation Policy.
- d. Provide residents with the name, address and telephone number of the PRPHA's Section 504/ADA Coordinator. The letter will also request that residents call a dedicated, toll-free number for the Section 504/ADA Coordinator's Office to discuss their reasonable accommodation requests/inquiries.
4. The PRPHA shall submit Quarterly Reports to HUD, including Quarterly Reports from its private management companies, which provide a narrative description of each reasonable accommodation request and/or inquiry. The Quarterly Report will include: (i) a list of each applicant or resident accommodation request or inquiry; (ii) the date of each applicant or resident request or inquiry; and, (iii) the final disposition of the request or inquiry, including information regarding modification or rejection of the reasonable accommodation request(s). The narrative will also reflect any preference(s) indicated by a resident for remaining in the current unit during modification(s); or, transfer to an alternate, accessible unit.

**G. POLICIES AND PROCEDURES**

**1. Waiting List and Tenant List**

Within one-hundred eighty (180) days of the effective date of this Agreement, the PRPHA will provide HUD with a Plan to computerize the **Waiting List and Tenant List** for HUD's review and approval. HUD will provide its approval, and/or comments, to the proposed Plan, within thirty (30) days of receipt. The PRPHA will complete implementation of the computerized waiting lists no later than October 31, 2004. HUD will approve a one-time extension, until December 31, 2004, in the event that PRPHA experiences technical difficulties with the implementation of the computerized waiting lists.

- a. **The Waiting List and Tenant List Plan** shall include the following: (1) the PRPHA's timetable to complete the computerization of its waiting list(s) and tenant information; (2) a complete list of the PRPHA's UFAS-Accessible Units by development; (3) a complete list of the PRPHA's units with accessible or adaptable features by development; (4) a description of the computerized fields that will incorporate all of the information needed for existing residents and applicants and include the following information: (i) date and time of application; (ii) current address and bedroom size currently occupied by applicant or resident; (iii) whether the current resident's unit is UFAS-Accessible or has accessible features; (iv) whether a current resident with disabilities resides in a UFAS-Accessible Unit, or in a unit with accessible features; (v) bedroom size required; (vi) nature of disability, if any; (vii) need for accessible unit and/or accessible features; and, (viii) applicant's choice of

localities. The PRPHA's Waiting List will designate applicants who require an accessible unit; or, a unit with accessible features.

- b. The PRPHA will post its Waiting List on a website so that applicants can track their status on the PRPHA's Waiting List. The PRPHA will provide a dedicated computer at each of its Regional Offices to enable applicants to track their status on the Waiting List.

## **2. Five Year Plan for Fiscal Years 2000-2004**

Within one-hundred eighty (180) days of the effective date of this Agreement, the PRPHA will amend its Five Year Plan for Fiscal Years 2000-2004 and prepare its Annual Plans for succeeding years to include and reflect all requirements of this Agreement.

## **3. Admissions and Continued Occupancy Policy (ACOP)**

- a. Within one-hundred eighty (180) days of the effective date of this Agreement, the PRPHA will amend its ACOP, including amendments necessary for compliance with 24 C.F.R. § 8.27, Occupancy of Accessible Units, which includes the PRPHA's Transfer Policy, Grievance Procedure and Reasonable Accommodation Policy. HUD will provide its approval, or comments, to the ACOP within forty-five (45) days of receipt.
- b. Within one-hundred eighty (180) days of HUD's approval, PRPHA will fully implement the amended ACOP provided, however, that PRPHA shall assess any public comments made in accordance with the ninety (90) day public comment period.

## **4. Transfer Policy**

Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA will submit to HUD, for its review and approval, an amended Transfer Policy. HUD will provide its approval, or comments, to the proposed Transfer Policy within thirty (30) days of receipt.

- a. The **Transfer Policy** will include the following provisions: (1) transfers will be exclusively coordinated through the PRPHA's Central Office; (2) when an accessible unit becomes available, the unit will first be offered to a current occupant with disabilities in the same development or region who requires the accessibility features of the vacant, accessible unit and occupying a unit not having those features; (3) if there is no current occupant in the same development or region who requires the accessibility features of the vacant, accessible unit, then it will be offered to an eligible, qualified applicant on the waiting list with disabilities that requires the accessibility features of the vacant, accessible unit and wishes to reside in the region where this development is located; (4) if there is not an eligible, qualified resident or applicant with disabilities who wishes to reside in the available, accessible

unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. The PRPHA must provide the non-accessible unit for residents. However, the PRPHA will require the applicant to execute a lease addendum that requires the resident to relocate to a non-accessible unit within thirty (30) days of notice by the PRPHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit; and, (5) during annual re-certifications, current residents who reside in accessible units, or units with accessible features, who do not require the accessible features of that unit will be required to relocate to an alternate, non-accessible unit. *See* 24 C.F.R. § 8.27.

- b. The PRPHA, including its private management agents, will distribute the revised Transfer Policy to each applicant at the time of lease signing; or, to each resident during the annual re-certification.
- c. Pursuant to the PRPHA's implementation of the revised Transfer Policy, the PRPHA will provide HUD with quarterly reports that reflect the private management companies' implementation of the lease addendum provisions cited in Paragraph IV. (G)(5), below.

#### 5. Lease Addendum

Upon the leasing or lease renewal of every UFAS-Accessible Unit, PRPHA shall execute a lease addendum that requires a family without a resident with a disability to relocate to a non-accessible unit within thirty (30) days of notice by the PRPHA that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit. During annual re-certifications, residents who reside in accessible units, or units with accessible features, who do not require the accessible features of that unit will be required to relocate to an alternate, non-accessible unit.

#### 6. Grievance Procedures

Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA shall adopt and implement the **Grievance Procedures**, attached as Appendix D. The Grievance Procedures are not intended to supersede an individual's right to initiate a claim or seek relief under Section 504, Section 109, Title II of the ADA, the Fair Housing Act, or any other Federal, State, or local civil rights statute(s).

#### 7. Pet Policy

- a. Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA shall amend its **Pet Policy** to include a reference to "Assistance Animals". An "Assistance Animal" is an animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a pet and thus, is not subject to PRPHA's Pet Policy.

- b. Upon implementation, the PRPHA will include the Pet Policy as an Addendum to the lease. The PRPHA will provide the lease Addendum to each applicant at the time of lease signing; or, to each resident during the annual re-certification. In addition, the PRPHA will post the Pet Policy at all developments, private management companies, and the PRPHA's Central and Regional Offices.

#### 8. Emergency Procedures

Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA shall adopt and implement the **Emergency Procedures**, attached as Appendix E. The Emergency Procedures will include provisions to address the needs of individuals with disabilities.

#### 9. PRPHA's Website

- a. Within ninety (90) days of the Department's approval of the PRPHA's 2003 Annual Plan and *each* Policy referenced below, PRPHA shall publish *each of the following* on its website:

- (i) 2003 Annual Plan;  
(ii) Waiting List and Tenant List;  
(iii) Admissions and Continued Occupancy Policy;  
(iv) Transfer Policy;  
(v) Grievance Procedures;  
(vi) Pet Policy;  
(vii) Emergency Procedures;  
(viii) Effective Communication Policy; and,  
(ix) Reasonable Accommodation Policy.

- b. If PRPHA does not currently have a website, PRPHA will create and fully implement a website for publication of the PRPHA's Annual Plan and Policies referenced in Paragraph IV (G), above. PRPHA shall maintain this website for the duration of this Agreement. In addition, the PRPHA shall update the Waiting List on its website every thirty (30) days for the duration of this Agreement.

#### H. EFFECTIVE COMMUNICATION

1. Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA shall adopt and implement the **Effective Communication Policy**, attached as Appendix F. The **Effective Communication Policy** will set forth the steps that the PRPHA will take to ensure effective communication with applicants, residents, employees and members of the public. *See* 24 C.F.R. § 8.6. The **Effective Communication Policy** will ensure that interested persons, including persons with hearing or visual disabilities, can obtain information concerning the existence and location of accessible services, activities, and facilities. *See* 24 C.F.R. § 8.6.



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## 2. New Employees:

- a. Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA shall develop an educational program to be provided to all appropriate new PRPHA employees and contractors, including new employees of the private management companies. The appropriate new PRPHA employees, agents, contractors and private management company employees include principal and administrative staff, housing managers, private housing managers, housing assistants, application/occupancy specialists, other admissions personnel, maintenance supervisors and staff, hearing officers, and other employees or contractors who have contact with applicants, residents or members of the public. Within thirty (30) days of receipt, HUD will provide its approval, or comments, to the PRPHA's proposed educational plan for new employees.
- b. The New Employee Training will be provided to new employees within sixty (60) days of their entry date of service. The training will inform the new employees of the PRPHA's duties, responsibilities, and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations.
3. PRPHA shall develop the educational programs, written curriculum, and training materials and conduct training sessions with the assistance of, or in consultation with, persons with expertise in training and addressing the needs of individuals with disabilities. The PRPHA shall provide HUD with copies of the proposed curricula and training materials for technical assistance and concurrence.
4. The PRPHA's Board of Commissioners will participate in the training and PRPHA will offer the Residents' Council an overview of the training.
5. The VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement.
6. The PRPHA shall complete all training for current PRPHA employees, contractors involved in resident services, and employees of the private management companies, within one hundred eighty (180) days of receipt of HUD's approval or comments.
7. The PRPHA shall submit Quarterly Reports to HUD that include a summary of progress toward developing the training programs and the dates the training sessions were conducted. For each date, the PRPHA will indicate the number of persons trained and the general subject matter of the training.

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## **K. PUBLICATION AND NOTICE**

1. Within one hundred eighty (180) days following the completion of the PRPHA staff training referenced in Section IV. (J), above, the PRPHA shall disseminate to each head of household during the annual re-certification process, a notice that provides a description of this Agreement, a brief explanation of the Reasonable Accommodation Policy and the reasonable accommodation letter they will be receiving pursuant to Section IV. (F), above.
2. For the period of this Agreement, the PRPHA shall provide a refresher notice to each head of household at the time of annual re-certification. The PRPHA will provide each applicant with a copy of the most current notice. If a resident or applicant requires the notice in an alternate format, it must be provided in a format appropriate for the communication skills of the person. *See* 24 C.F.R. § 8.6.

## **V. REPORTING REQUIREMENTS**

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- A. For the purpose of this Agreement, if the reporting day falls on a weekend or a Federal holiday, the report will be due the first business day after the weekend or holiday.
  - B. For the purpose of this Agreement, the reporting materials must be directed to the following: (1) Ms. Candace Tapscott, Fair Housing Program Center Director, U.S. Department of Housing and Urban Development, Florida State Office, 909 S.E. First Avenue, Miami, Florida 33131; and, (2) Ms. Olga Saez, Acting Director, Public and Indian Housing, U.S. Department of Housing and Urban Development, Caribbean Area Field Office, 171 Carlos Chardon Avenue, Hato Ray, San Juan, Puerto Rico, 00918-0903.
  - C. **Within thirty (30) days of the effective date of this Agreement, PRPHA shall:**
    - provide HUD with the names of the individuals it has designated or hired to serve as the acting VCA Administrator and the acting Section 504/ADA Coordinator, as referenced in Paragraphs IV. (A)(1) and (B)(3).
  - D. **Within sixty (60) days of the effective date of this Agreement, PRPHA shall:**
    - submit a draft letter that will be distributed to all current PRPHA employees, including contractors and private management agents, as referenced in Paragraph IV. (I)(1). HUD will provide its approval, or comments, **within thirty (30) days of receipt.**
  - E. **Within ninety (90) days of the effective date of this Agreement, the PRPHA shall:**
    - provide HUD with the position description for the Section 504/ADA Coordinator for HUD's review and approval, as referenced in Paragraph IV. (B)(2).

F. **Within one-hundred eighty (180) days of the effective date of this Agreement,** PRPHA shall:

- hire or appoint a Voluntary Compliance Agreement Administrator, as referenced in Paragraph IV. (A)(1).
- hire a qualified Section 504/ADA Coordinator, as referenced in Paragraph IV. (B)(1).
- develop and submit the Existing Administrative Offices Accessibility Plan, as referenced in Paragraph IV. (D)(2). HUD will provide its approval, or comments, **within forty-five (45) days of receipt.**
- adopt and implement the Reasonable Accommodation Policy, attached as Appendix C, and referenced in Paragraph IV. (F)(1).
- submit its plan to computerize the Waiting List and Tenant List as referenced in Paragraph IV. (G)(1). HUD will provide its approval, or comments, **within thirty (30) days of receipt.**
- amend its Five-Year Plan for Fiscal Years 2000-2004 to include and reflect all requirements of this Agreement, as referenced in Paragraph IV. (G)(2).
- amend its ACOP, as referenced in Paragraph IV. (G)(3). HUD will provide its approval, or comments, **within forty-five (45) days of receipt.**
- submit to HUD its amended Transfer Policy, as referenced in Paragraph IV. (G)(4). HUD will provide its approval, or comments, **within thirty (30) days of receipt.**
- adopt and implement the Grievance Procedures, as referenced in Paragraph IV. (G)(6).
- adopt and implement the Pet Policy, as referenced in Paragraph IV. (G)(7).
- adopt and implement the Emergency Procedures, as referenced in Paragraph IV. (G)(8).
- adopt and implement the Effective Communication Policy, as referenced in Paragraph IV. (H)(1).
- develop an Educational Program for Current and New Employees, as referenced in Paragraphs IV. (J)(1) and (2). HUD shall provide its approval, or comments, **within thirty (30) days of receipt.** PRPHA will provide its New Employee Training to each new employee within **thirty (30) days** of the employee's entry date, as referenced in Paragraph IV. (J)(2)(b).

G. **Within two-hundred seventy (270) days of the effective date of this Agreement,** PRPHA shall:

- submit its Section 504 Needs Assessment, as referenced in Paragraph IV. (E). HUD will provide its approval, or comments, **within forty-five (45) days of receipt.**

H. **Within three-hundred sixty five (365) days of the effective date of this Agreement,** PRPHA shall:

- develop and submit its **UFAS-Accessible Unit Plan**, as referenced in Paragraph IV. (C)(2). HUD will provide its approval, or comments, **within forty-five (45) days of receipt** of *both* the UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (D)(1).

- develop and submit its **Non-Housing Program Accessibility Plan**, as referenced in Paragraph IV. (D)(1). HUD will provide its approval, or comments, **within forty-five (45) days of receipt** of *both* the Non-Housing Program Accessibility Plan and UFAS-Accessible Unit Plan, referenced in Paragraph IV. (C)(2).

**I. Within thirty (30) days following HUD's approval of the UFAS-Accessible Unit Plan**, referenced in IV. (C)(2), above, PRPHA shall:

- commence the procurement process for the construction or conversion of the UFAS-Accessible Units, as referenced in Paragraph IV. (C)(1)(b).
- commence the construction or conversion of five percent (5%) of its Total Housing Units, as delineated in Appendix A, UFAS-Accessible subject to the provisions of Paragraph IV. (C). The production of the UFAS-Accessible Units will occur at the rate of three-hundred three (303) units for the first two (2) years of this Agreement; and, at the rate of five-hundred (500) units per year for the third through seventh years of this Agreement.

**J. Within thirty (30) days of the implementation of the Reasonable Accommodation Policy**, referenced in Paragraph IV. (F)(1), PRPHA shall:

- submit its draft reasonable accommodation letter to be distributed to all PRPHA residents, as referenced in Paragraph IV. (F)(3). HUD will approve or modify the draft reasonable accommodation letter **within ten (10) days of receipt**.

**K. Within forty-five (45) days of HUD's approval of PRPHA's Needs Assessment**, referenced in Paragraph IV. (E), HUD shall:

- determine whether it will amend upward the percentage of units (five percent (5%)) as identified in Paragraphs IV. (C)(1) and (2), that the PRPHA must make UFAS-accessible. *See* Paragraph IV. (E)(4).

**L. Within forty-five (45) days of HUD's approval or comments on the proposed Employee Training**, the PRPHA shall:

- complete all training for current PRPHA employees, contractors involved in resident services, and employees of the private management companies, as referenced in Paragraph IV. (J)(6).

**M. Within sixty (60) days following PRPHA's completion of the new construction or alteration of an Administrative Office of the PRPHA**, as referenced in Paragraph IV. (D)(3), above, PRPHA shall:

- provide written certification through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that the Administrative Office(s) comply with the requirements of UFAS, and, where applicable, the ADA Standards. *See* Paragraph IV. (D)(3)(e).

**N. Within sixty (60) days following completion of the modifications at the PRPHA's Regional Office, the Private Management Company Office, or the PRPHA's Central Office**, PRPHA shall:

- provide written certification through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that each of its Regional Offices, Private Management Companies' offices, and the PRPHA's Central

Office comply with the requirements of UFAS, and, where applicable, the ADA Standards. See Paragraph IV. (D)(2)(e), above.

**O. Within sixty (60) days following HUD's approval of the letter to PRPHA employees, referenced in IV. (I)(1), PRPHA shall:**

- distribute the letter to all PRPHA employees, contractors and private management agents. Each new PRPHA employee, including contractors and private management agents, will receive a copy of this letter **within ten (10) days** of their entry date, as referenced in Paragraph IV. (I)(2).

**P. Within ninety (90) days following PRPHA's completion of the UFAS-Accessible Units, as referenced in Paragraph IV. (C) (1) and (2), above, PRPHA shall:**

- provide written certification through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that the UFAS-Accessible Units, including accessibility to Non-Housing Programs, comply with the requirements of UFAS, PIH Notice 2002-01 (HA), and, where applicable, the ADA Standards. See Paragraph IV. (C) (4).

**Q. Within ninety (90) days of the Department's approval of each of the following items, as referenced in Paragraph IV. (C)(9), PRPHA shall publish *each* of the following on its website:**

- 2003 Annual Plan, referenced in Paragraph IV. (G)(2);
- Waiting List and Tenant List, referenced in Paragraph IV. (G)(1);
- Admissions and Continued Occupancy Policy, referenced in Paragraph IV. (G)(3);
- Transfer Policy, referenced in Paragraph IV. (G)(4);
- Grievance Procedures, referenced in Paragraph IV. (G)(6);
- Pet Policy, referenced in Paragraph IV. (G)(7);
- Emergency Procedures, referenced in Paragraph IV. (G)(8);
- Effective Communication Policy, referenced in Paragraph IV. (H);
- Reasonable Accommodation Policy, referenced in Paragraph IV. (F);

**R. Within one-hundred eighty (180) days of HUD's approval of the Amended ACOP, as referenced in Paragraph IV. (G)(3)(a), PRPHA shall:**

- fully implement the amended ACOP, as referenced in Paragraph IV. (G)(3)(b).

**S. Within one hundred eighty (180) days following HUD's approval of the PRPHA's Needs Assessment, as referenced in IV. (E), above, HUD shall:**

- determine whether it will amend upward the percentage of units (five percent (5%)), as identified in Paragraphs IV. (C)(1) and (2), that PRPHA must make UFAS-Accessible. Paragraph IV. (E)(4).

**T. Within one-hundred eighty (180) days of the completion of the staff training, as referenced in Paragraph IV. (J), the PRPHA shall:**

- disseminate a notice to each head of household as referenced in Paragraph IV. (K)(1).

U. **Within one-hundred eighty (180) days of receipt of HUD's approval or comments to the employee education program referenced in Paragraph IV. (J), the PRPHA shall:**

- Complete all training for current PRPHA employees, including contractors involved in resident services, and employees of the private management companies. See Paragraph IV. (J)(6).

V. **By March 1, 2004, the PRPHA shall:**

- submit the Administrative Offices Accessibility Plan for the Private Management Companies' offices, as referenced in Paragraph IV (D)(2). HUD will provide its approval, or comments, **within forty-five (45) days of receipt.**

W. **By October 31, 2004, the PRPHA shall:**

- complete implementation of the computerized Waiting Lists and Tenant Lists, as referenced in Paragraph IV. (G)(1).

X. **Beginning one (1) year after the effective date of this Agreement and for the duration of this Agreement, PRPHA shall maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests, and grievance process materials, as referenced in Paragraph IV. (D). Upon request, PRPHA also will make these records available for inspection to appropriate Department employees.**

Y. **Within seven (7) years of the effective date of this Agreement, or no later than August 31, 2010; the PRPHA shall demonstrate the completion of the construction or conversion of 2,803 Total Housing Units, as described in Paragraph IV. C (1), above. The annual production of UFAS-Accessible Units will occur at the following rate:**

- at least three-hundred three (303) units by **August 31, 2005;**
- five-hundred (500) additional units by **August 31, 2006;**
- five-hundred (500) additional units by **August 31, 2007;**
- five-hundred (500) additional units by **August 31, 2008;**
- five-hundred (500) additional units by **August 31, 2009; and,**
- five-hundred (500) additional units by **August 31, 2010.**

Z. **At time of lease-up or re-certification of every UFAS-Accessible unit, PRPHA shall:**

- execute a Lease Addendum that requires a family without a resident with a disability to relocate to a non-accessible unit within thirty (30) days of a notice by PRPHA that there is an eligible applicant or existing resident with a disability who requires the features of that unit, as referenced in Paragraph IV. (G)(5).

AA. **For the duration of the Agreement, PRPHA shall:**

- submit its **Future Administrative Offices Accessibility Plan**, referenced in Paragraph IV. (D)(3), above, for HUD's review and approval. HUD will provide its approval, or comments, **within forty-five (45) days of receipt**.
- update its Waiting List, as referenced in Paragraph IV. (G)(1), on its website every thirty (30) days. *See* Paragraph IV. (G)(9).
- maintain attendance logs for each training session conducted for current and new PRPHA employees, as referenced in Paragraph IV. (J)(5).
- provide a refresher notice, as referenced in Paragraph IV. (K)(1), to each head of household at the time of annual re-certification that describes this Agreement and a brief explanation of the Reasonable Accommodation Policy. *See* Paragraph IV. (K)(2).

BB. **Quarterly Reports:**

- (1) **Beginning July 31, 2005, and at quarterly intervals for the duration of the Agreement (i.e., October 31, 2005; January 31, 2006; April 30, 2006, July 31, 2006 etc.),** PRPHA shall provide HUD with its quarterly UFAS-Accessible Unit report, as referenced in Paragraph IV. (C)(4) and (C)(5).
- (2) **Beginning one hundred twenty (120) days of the effective date of this Agreement and until PRPHA submits its completed Needs Assessment, as referenced in Paragraph IV. (E),** PRPHA shall provide HUD with a Quarterly Status Report describing the efforts in conducting and completing its Section 504 Needs Assessment.
- (3) **Beginning July 31, 2005, and at quarterly intervals for the duration of the Agreement (i.e., October 31, 2005; January 31, 2006; April 30, 2006, July 31, 2006 etc.),** PRPHA shall provide HUD with quarterly reports that document the reasonable accommodation requests or inquiries from residents, as referenced in Paragraph IV. (F)(4).
- (4) **Beginning July 31, 2005, and at quarterly intervals for the duration of the Agreement (i.e., October 31, 2005; January 31, 2006; April 30, 2006, July 31, 2006 etc.),** PRPHA shall provide HUD with its quarterly reports that reflect the private management companies' implementation of the lease addendum provisions referenced in Paragraph IV. (G) (4)(c) and (5).
- (5) **Beginning July 31, 2005, and at quarterly intervals for the duration of the Agreement (i.e., October 31, 2005; January 31, 2006; April 30, 2006, July 31, 2006 etc.),** PRPHA shall provide HUD with its quarterly reports that summarize the progress toward developing the educational program and the dates the trainings were conducted, as referenced in Paragraph IV. (J).



- (6) During the first year after the effective date of this Agreement, HUD shall conduct quarterly meetings with PRPHA to review PRPHA's progress in complying with the requirements of the VCA. Thereafter, HUD and PRPHA shall conduct annual meetings to review the progress of the VCA.

## VI. RECORDKEEPING REQUIREMENTS

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- A. During the term of this Agreement, PRPHA shall maintain records, including those required under HUD program regulations, which disclose all individuals who apply for public housing assistance and the manner in which each application is resolved.
  - B. During the term of this Agreement, PRPHA shall maintain all PRPHA resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination, along with any and all material relating to PRPHA's implementation of the Section 504 and ADA requirements of this Agreement.
  - C. During the term of this Agreement, PRPHA shall maintain files containing documentation of its efforts to meet the obligations of PRPHA's: (1) UFAS-Accessible Unit Rate Plan; (2) Non-Housing Program Accessibility Plan; (3) Administrative Offices Accessibility Plan(s); and, (4) Needs Assessment.
  - D. PRPHA shall maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests, and grievance process materials during the duration of this Agreement. Beginning one (1) year after the effective date of this Agreement, PRPHA shall provide an annual report on the disposition of the above claims, requests and grievances. Upon request, PRPHA also will make these records available for inspection to appropriate Department employees.

## VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

- A. HUD will monitor PRPHA's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and PRPHA will meet quarterly to discuss the PRPHA's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with PRPHA's Administrator, Voluntary Compliance Agreement Administrator, Section 504/ADA Coordinator, and/or other appropriate PRPHA personnel, with notice to the Administrator, 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 PRPHA fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD.

- C. Failure by HUD 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, HUD's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of PRPHA under this Agreement.

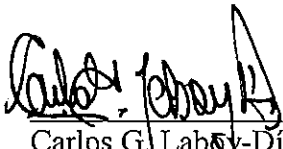
## VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

- A. The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner. Upon a finding of non-compliance, HUD will provide PRPHA with a written statement specifying the facts of the alleged non-compliance and a reasonable opportunity to resolve or cure the alleged non-compliance; or, in the alternative, an opportunity to negotiate in good faith HUD's findings of non-compliance. However, if the Department determines that PRPHA has not satisfactorily resolved the findings of non-compliance, the Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement.
1. Any act(s) or omission(s) by an PRPHA employee who violates the terms of this Agreement may serve as grounds for HUD's imposing debarment, as set forth in 24 C.F.R. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400; or limited denial of participation, as set forth in 24 C.F.R. § 24.705 for that employee.
  2. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's declaring a breach of the annual contributions contract (ACC) with respect to some or all of PRPHA's functions.
  3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's withholding some or all of PRPHA's Capital Fund Program funding. 24 C.F.R. § 968.335.
  4. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to deny PRPHA high performer status. 24 C.F.R. § 901.115(e).
  5. Any 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.
  6. Any 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.
  7. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.

- B. The acts set forth in this Section VIII 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.

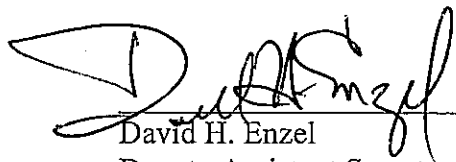
**IX. SIGNATURES**

**For the Puerto Rico Public Housing Administration:**


  
\_\_\_\_\_  
Carlos G. Laboy-Díaz  
Administrator

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
David H. Enzel  
Deputy Assistant Secretary for  
Enforcement and Programs  
Office of Fair Housing and  
Equal Opportunity

September 8, 2003  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
William Russell  
Deputy Assistant Secretary for  
Office of Public Housing and  
Voucher Programs

9/24/03  
\_\_\_\_\_  
Date

## **APPENDIX D: 2011 EXTENDED VCA**

**UNITED STATES OF AMERICA**

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY**

**VOLUNTARY COMPLIANCE AGREEMENT**

**BETWEEN**

**THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**AND**

**THE PUERTO RICO PUBLIC HOUSING ADMINISTRATION**

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# PUERTO RICO HOUSING ADMINISTRATION

## VOLUNTARY COMPLIANCE AGREEMENT

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

**VOLUNTARY COMPLIANCE AGREEMENT**

**BETWEEN**



**THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**AND**

**THE PUERTO RICO PUBLIC HOUSING ADMINISTRATION**

**1. INTRODUCTION**

The Puerto Rico Public Housing Administration (PRPHA) owns, operates, or controls a public housing program consisting of housing and non-housing programs that includes, but is not limited to, common entrances, management offices, laundry rooms, common areas, corridors, hallways, elevators, community programs and daycare facilities. PRPHA receives various Federal funds to operate, maintain, and make capital improvements to these projects. The U.S. Department of Housing and Urban Development (HUD or the Department) has funded the PRPHA's projects, in part, through the provision of operating subsidies, capital funding (including the Comprehensive Grant Program (CGP), the Comprehensive Improvement Assistance Program (CIAP), Capital Fund Program, Public Housing Drug Elimination Program (PHDEP), and the HOPE VI revitalization grants).

  
The PRPHA is subject to Federal civil rights laws and regulations. *See* Section 504 of the Rehabilitation Act of 1973 (Section 504)<sup>1</sup>; Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)<sup>2</sup>; Title ii of the American with Disabilities Act of 1990 (ADA)<sup>3</sup>; the Fair Housing Act of 1968, as amended (Fair Housing Act)<sup>4</sup>; the Architectural Barriers Act of 1968<sup>5</sup>, and the respective implementing regulations for each Act. *See* also HUD's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as the relevant contractual provisions of the PRPHA's Annual Contributions Contract (ACC) with HUD.

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

<sup>2</sup> 42 U.S.C. §§ 5301 et seq.; 24 C.F.R. §§ 570.601 and 570.602.

<sup>3</sup> 42 U.S.C. §§ 12101 et seq.

<sup>4</sup> 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100.

<sup>5</sup> 42 U.S.C. §§ 4151-4157.

During the week of January 13-17, 2003, the Department conducted a review under the authorities of Section 504 and the ADA. The Department reviewed the PRPHA's programs, services and activities. The Department's review included a review of the designated accessible housing units, including common areas, housing programs, and non-housing programs and activities. In addition, the Department conducted an accessibility review of the PRPHA's Central Office in Rio Piedras and the Regional Office in Mayaguez. The Department also reviewed the offices of a sampling of the PRPHA's private management companies. The Department's review included the examination of the tenant waiting lists, tenant applications, and policies and procedures, including the Reasonable Accommodation and Transfer and Occupancy Policies. Finally, the Department conducted interviews with PRPHA residents, key staff, and representative of the PRPHA's private management staff. HUD's review revealed deficiencies related to the physical accessibility of the common areas and individual housing units as well as deficiencies in the policies and procedures. On February 21, 2003, the Department issued its preliminary Letter of Finding of Non-Compliance (LOF) with Section 504 and the ADA.

On September 24, 2003, the Department and The PRPHA entered into a Voluntary Compliance Agreement ("Agreement" or "VCA") in order to address the issues raised in the Department's preliminary LOF; and, in order to comply with its responsibilities under Section 504, Section 109, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations. At the time, the PRPHA made no admissions of liability with respect to the issues raised in the February 21, 2003 LOF; nor with respect to any of the statutes or regulations referenced above.

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The parties agree that PRPHA needs additional time in order to fully meet the statutory and regulatory obligations enumerated above and consequently agree to enter into an Extended Voluntary Compliance Agreement ("Extended Agreement" or "Extended VCA"). PRPHA faces unique challenges, which the parties have considered in developing the timeframes contained within this Extended Agreement. Specifically, the PRPHA is the second largest public housing authority in the country, with a total housing inventory of 55,729 residential units. Furthermore, the PRPHA administers its public housing inventory in fifty-two (52) towns throughout the Commonwealth of Puerto Rico.

JK  
The PRPHA's initiatives to develop the resources to administer its programs have been subject to various unforeseeable interruptions. This has impeded its ability to fully comply with the VCA timeframes originally anticipated. The Extended VCA is intended to not solely extend the timeframes for the completion of certain activities, but to strengthen the PRPHA's in-house capacity for implementing its 504 and ADA activities as well as strengthening the Department's ability to effectively monitor these activities. The Extended VCA requires that both the PRPHA VCA Administrator and the 504 coordinator be permanent career appointments in order to guarantee institutional continuity and stability in carrying out VCA administration and 504 activities. The parties agree that the PRPHA faces difficult and unique challenges in recruiting and retaining staff with the requisite expertise and experience given its geographical isolation, the requirement of Spanish-speaking personnel, and Puerto Rico's salary structure that is significantly lower than on the U.S. mainland. The fact that the PRPHA is a state agency with many key positions being held by impermanent employees make it all the more necessary to ensure that the Extended VCA be administered without interruptions by technically proficient career personnel.



Further, the Extended VCA will require that an independent third party certify that all blueprints for uncompleted PRPHA modernization products comply with 504 accessibility requirements. This will be in addition to the continuing requirement that all completed 504 units be certified by an independent third party for compliance with UFAS accessibility standards. This new requirement is intended to ensure that accessibility requirements are correctly identified at the beginning of the modernization or new construction of a housing project, and not just at the tail end. In addition, the Extended VCA will require that all PRPHA modernization contracts include a provision stating that failure to modernize a project in conformity with 504 accessibility standards will constitute a material breach of that contract. Any exception to this contractual provision will have to be approved by HUD.

In addition, the Extended VCA will streamline reporting procedures so that both PRPHA and the Department can concentrate on outcomes, and not on processes. The parties agree that the many quarterly reporting requirements in the VCA proved to be cumbersome and meant that valuable time which should have been spent on 504 activities was spent on excessive reporting requirements. The Extended Agreement will require biannual reports in a simpler format and will give greater emphasis to third party certifications than to self reporting.

## II. DEFINITIONS

Accessible – When used with respect to the design, construction, or alterations of housing and non-housing programs, “accessible” means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS). *See* 24 C.F.R §§ 8.3, 8.32, Appendix A to 24 C.F.R. § 49, and, where applicable, the American with Disabilities Act Standards for Accessible Design (ADA Standards), Appendix A, to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible. *See* Appendix G for the UFAS, and ADA Standards.

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 destination of “Dwelling Unit” and “Non-Housing Programs”.)

Adaptable – 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.

Administrative Offices – The PRPHA’s Central Administrative Offices located in Rio Piedras, the Regional Offices of the PRPHA; and, the offices of the Private Management Companies.

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

Assistance Animal – An animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a pet and thus, is not subject to the PRPHA's Pet Policy. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animal that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability.

Auxiliary Aids – Services that enable persons with impaired sensory, manual or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal 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.

Development – The whole of one or more PRPHA-owned residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single contract for Federal financial assistance or application for assistance; or are treated as a whole for processing purposes, whether or not located on a common site.

Dwelling 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 date of the last signature in Section IX.

Non-Housing Program – All or any PRPHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, other real or personal property including the site where the building, property, or structure is located. A Non-Housing Program includes, but is not limited to, common areas (including common areas throughout HOPE VI developments), entrances, elevators, the PRPHA offices (excluding the PRPHA's Administrative Offices located in Rio Piedras; the PRPHA's Regional Offices; and the offices of the Private Management Companies, which are defined separately as "Administrative Offices"), community center (including restrooms), day care facilities (including restrooms), corridors, hallways, meeting rooms, recreation rooms, senior citizen center (including restrooms), social services offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by the PRPHA, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in the PRPHA's housing programs. To the extent that entrances, elevators, and common area provide accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

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 or such impairment; or, is regarded as having such an impairment. *See* 24 C.F.R. §§ 8.3.


PRPHA – The officers, directors, agents (including contractors), private management agents/ companies, employees and successors or assigns of the Puerto Rico Public Housing Administration.

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 or the building or facility involved. *See* UFAS § 3.5.

Total Housing Units – The total number of public housing units published in HUD's Public and Indian Housing Information Center (PIC) as of December 12, 2011. Total Housing Units include public housing units in HOPE VI.51.208

UFAS – Effective July 11, 1988, the design, construction, or alteration of building in conformance with §§ 3.8 of the Uniform Federal Accessibility Standards (UFAS) shall be deemed to comply with the requirements of 24 C.F.R §§ 8.21, 8.22, 8.23 and 8.25.

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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 individuals with disabilities, including individuals who use wheelchairs, on a route that complies with the definitions of an Accessible Route. In addition, to the UFAS requirement at § 4.34 (15) (c ), all sleeping areas must be on an accessible route; and, when more than one bathroom is provided in a housing unit, additional bathrooms must be accessible, unless structural alterations are impractical or would create an undue administrative and financial burden beyond the control of the PRPHA. *See* Notice PIH 2010-26 (HA), issued July 26, 2010, attached as Appendix B. The accompanying Non-Housing Programs must also be accessible unless the PRPHA can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable; or, would create an undue financial and administrative burden.

### **III. GENERAL PROVISIONS**

- A. This Voluntary Compliance Agreement applies to all federally funded projects, related facilities, and programs or activities that the PRPHA, its agents, successors, and assigns or beneficiaries own, control, operate or sponsor. This Agreement also applies to the Public Housing unit HOPE VI revitalization projects as well as all of the activities of the Private Management Companies.
- B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of the PRPHA and HUD. This Agreement shall remain in effect until

the PRPHA has satisfactorily completed the provisions set forth in this Agreement; or, for a minimum of four years after the effective date of this Agreement, whichever is earlier.

- C. The Department will monitor the PRPHA's implementation of this Agreement and may amend the Agreement, in consultation with PRPHA, if the Department determines that PRPHA's Needs Assessment, referenced in Section IV, Part E of this Agreement, supports an increased need above the total number of UFAS-Accessible Units referenced in Section IV C (l) (a).
- D. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, Section 109, 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 does not affect the ability of HUD or the PRPHA to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- F. Upon the effective date of this Agreement, this VCA is a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the law. The PRPHA shall provide a copy of this Agreement to any person upon request. The PRPHA shall also provide a copy of this Agreement to each Manager, the Private Management Companies, and each duly elected Resident's Council or resident organization.
- G. The PRPHA shall provide a copy of reporting data it generates to comply with this Agreement to any person upon request in accordance with the PRPHA's Freedom of Information Act and Privacy Act procedures, and/or any applicable local laws, regulations or administrative orders. In no event shall public disclosure include personally identifiable information regarding applicants or residents.
- H. Notwithstanding any notice or consultation requirements of this Agreement, the PRPHA shall comply with the notice and consultation requirements of HUD's Public Housing Agency Plan ("PHA Plan") regulation at 24 C.F.R. part 903.
- I. Except as set forth in Section VIII of this Agreement, to the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding the PRPHA's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, UFAS, the Fair Housing Act, and/or Section 109 conflicts with this Agreement, this VCA 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 any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.

- K. This Agreement does not affect any requirements for the PRPHA to comply with all requirements of Section 504, the ADA and the Fair Housing Act not addressed in this Agreement.
- L. The PRPHA shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.

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

##### **A. VOLUNTARY COMPLIANCE AGREEMENT ADMINISTRATOR**

1. Within two hundred ten (210) days of the execution of this Extended Agreement, the PRPHA shall hire a Voluntary Compliance Agreement Administrator ("the VCA Administrator"). The VCA Administrator will be an engineer or architect and will be a permanent career appointment. The VCA Administrator will report directly to the Administrator of the PRPHA. The VCA Administrator will be responsible for coordinating all compliance activities under this Agreement and shall serve for the duration of the VCA.
2. The VCA Administrator will be responsible for: (1) implementation of the provisions of this Agreement; (2) submission of all reports, plans and records as required by this Agreement; and, (3) coordination of the activities of the PRPHA personnel who will assist the VCA Administrator in implementing this Agreement. The PRPHA shall assign sufficient staff to report to the VCA Administrator so that s/he can successfully accomplish these objectives.
3. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, the PRPHA shall immediately designate an Acting VCA Administrator and select a new VCA Administrator within one hundred eighty (180) days of the resignation or termination of the VCA Administrator. The PRPHA shall immediately notify the Department in writing as to any change of the VCA Administrator.

##### **B. SECTION 504/ADA COORDINATOR**

1. Within two hundred ten (210) days of the effective date of this Extended Agreement, the PRPHA shall hire a qualified Section 504/ADA Coordinator. The Section 504 Coordinator position must be a permanent career position. The Section 504/ADA Coordinator must have prior relevant experience to demonstrate expertise and knowledge of Section 504, the Fair Housing Act, the ADA, the Architectural Barriers Act, their respective implementing regulations and the relevant accessibility standards.
2. In the event that the Section 504/ADA Coordinator resigns or is otherwise terminated prior to the expiration of this Agreement, the PRPHA shall immediately designate an Acting Section 504/ADA Coordinator and select a new, qualified Section 504/ADA

Coordinator within one and twenty (120) days of the termination or resignation of the Section 504/ADA Coordinator. The PRPHA shall notify the Department in writing within ten (10) days of any change of the Section 504/ADA Coordinator.

3. Within fourteen (14) days of a vacancy, the PRPHA shall provide HUD with the name of the individual selected to serve as the Acting Section 504/ADA Coordinator.

## **C. HOUSING PROGRAMS**

### **1. Provision of UFAS-Accessible Units**

- a. The PRPHA shall construct or convert a minimum of five percent (5%) or 2,560 of its Total Housing Units to UFAS Accessible. The production of the UFAS-Accessible Units will be prorated annually for the four years of this Extended Agreement, with credit given for any units heretofore certified by an independent third party.
- b. The PRPHA shall convert a minimum of two percent (2%) or 1,024 of its Total Housing Units to units which are accessible to the hearing and visually impaired. The conversion of these units will be completed within a year of the effective date of this Extended Agreement, with credit for any units heretofore certified by an independent third party.
- c. Nothing in this Agreement diminishes PRPHA's obligation to comply, with 24 C.F.R. § 8.4 (b)(1)(i) and (ii), which prohibits recipients from providing housing to qualified individuals with disabilities that is not equal to that afforded others; or providing housing to qualified individuals with disabilities that is not as effective in affording the individual with an equal opportunity to achieve the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others. Therefore, in addition to the UFAS requirement at § 4.34(15)(c), all sleeping areas must be on an accessible route; and, when more than one bathroom is provided in a housing unit, additional bathrooms must be accessible, unless structural alterations are impractical or would create an undue administrative and financial burden beyond the control of the PRPHA. *See* PIH 2010-26 (HA), issued July 26, 2010.
- d. The PRPHA must demonstrate the completion of the construction or conversion of 2,560 of the Total Housing Units, as described in Paragraph IV, C (1), above within four (4) years, of the effective date of this Extended Agreement.
- e. If PRPHA does not meet its annual production rate of UFAS-Accessible Units as set forth in Paragraph IV (C ) (1)(c) for a given year, PRPHA may have an opportunity to cure up to twenty five percent (25%) of the annual production rate in the following year.

- f. During the lifetime of this Agreement the PRPHA agrees to provide to the Department a certification by an independent third party, previously approved by HUD, stating all new construction project and new modernization project blueprints comply with the accessibility requirements of the FHA Accessibility Guidelines, (applicable only to projects newly constructed after March 13, 1991), UFAs, and whenever applicable, ADAAG. Once the projects are completed, the Department shall submit to HUD a certification signed by the third party certifying that the project was constructed or modernized according to the accessibility features included in the blueprints and complies with all the applicable accessibility requirements. The third party will also indicate whether any change orders were approved which adversely affected constructing or modernizing the project in accordance with the applicable accessibility requirements.
- g. All PRPHA construction contracts for new construction or modernization projects will include a clause requiring compliance with UFAS and where applicable, with ADA standards. In addition, all PRPHA contracts for new construction projects will include a clause requiring compliance with the FHA Accessibility Standards.

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

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- (a) PRPHA will provide HUD within three-hundred sixty five (365) days of the effective date of this Agreement, an updated list of all units PRPHA plans to convert to UFAS accessible units within the life of this Extended Agreement. The list will be in a format that includes: (1) total number of UFAS-Accessible Units to be converted or constructed; (2) development name and location; (3) unit address within the development, if available; and (4) bedroom size distribution within each development.
- (b) If the **UFAS-Accessible Unit list** does not include plans to provide accessible units in a given development, or would not result in at least five percent (5%) of the units being UFAS-accessible in a given development, then the PRPHA will provide a detailed explanation, which includes information regarding structural unfeasibility and/or undue financial and administrative burden.

## **3. Transition Plan**

This Agreement will serve as the PRPHA's Transition Plan with respect to and in compliance with the provisions of programs to persons with disabilities. *See* 24 C.F.R. § 8.25 (c).

## **4. Certification of Accessible Units**

The PRPHA will provide written certification through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that: a) the UFAS-Accessible Units, including accessibility to the Non-Housing Programs, comply with the requirements of UFAS, PIH 2010-26 (HA), issued July 26, 2010, and, where applicable, the ADA Standards; and b) the units for the hearing and visually impaired have been made accessible. PRPHA will submit this documentation to HUD in its Biannual Report. HUD reserves the right to conduct periodic on-site reviews of the completed accessible units to ensure compliance.

## **5. Status Reports for UFAS-Accessible Units**

**Accessible Units** The PRPHA will biannually provide reports to HUD on the number of accessible units which have been certified by an independent third party as completed and in UFAS compliance during the prior six months. The report will identify the units by housing project, specific address, and by bedroom size. The biannual report will also give a cumulative account of the total number of certified units in PRPHA's possession.

## **D. Non- Housing Programs**

### **1. Non-Housing Program Accessibility**

The PRPHA will ensure that PRPHA's Non-Housing Programs are accessible to persons with disabilities. *See* 24 C.F.R. § 8.21. Non-Housing Programs include, but are not limited to, all common areas (including common areas throughout HOPE VI developments), accessible routes, management and regional offices (including restrooms), laundry rooms, mail delivery, trash disposal, meeting rooms, recreation rooms, community centers (including restrooms), and, day care facilities (including restrooms). *See* 24 C.F.R. § 8.21.

The PRPHA will include in its biannual report the number of non-housing programs which have been certified as UFAS accessible in the prior six months. The non-housing programs will be identified by housing project and types of program. The biannual report will also give a cumulative count of the total number of housing projects whose non-housing programs have been certified.

If accessibility to Non-Housing Programs cannot be achieved in a particular development due to structural unfeasibility and/or an undue financial and administrative burden, the PRPHA will provide detailed information regarding structural unfeasibility and/or an undue financial and administrative burden.

### **2. Certification of Existing Administrative Offices :**

- a. No later than one (1) year after the effective date of the Extended Agreement the PRPHA will submit a certification of a third party previously approved by the Department certifying that all private management offices are in compliance with



the UFAS accessibility requirements and are fully accessible to individuals with disabilities.

b. The PRPHA agrees to include a contractual clause in any contract between the PRPHA and any private management company requiring the company to fully comply with UFAS accessibility requirements in its offices as a prerequisite to doing business with the PRPHA.

c. If a specific administrative office, other than the private management offices, cannot be made fully accessible, the PRPHA will provide, for HUD's review and approval, detailed information regarding structural unfeasibility and/or undue financial and administrative burden.

d. Within sixty (60) days of all completed modifications at a PRPHA Regional Office, Private Management Company office, or the PRPHA's Central Office, the PRPHA will provide certification, through a qualified, independent third-party architectural and or engineering firm, approved by HUD, that each of its Regional Offices, Private Management Company offices, and the PRPHA's Central Offices complies with the accessibility requirements of the UFAS and, where applicable, ADA Standards.

e. HUD reserves the right to conduct periodic on-site inspections of these Administrative Offices to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Standards. In addition, HUD reserves the right to ensure that the PRPHA's programs, services and activities located in these Administrative Offices are accessible to individuals with disabilities in compliance with Section 504 and, where applicable the ADA.



#### **E. NEEDS ASSESSMENT**

Within six months of the execution of this Agreement, the PRPHA will update and submit to HUD its Section 504 Needs Assessment to ensure that all current disabled residents are contained therein. The updated needs assessment will include a count of all disabled residents currently residing in 504 accessible units and will specify which disabled residents, by name, address, and project, are in need of a 504 accessible apartment.

#### **F. REASONABLE ACCOMMODATION**

1. The PRPHA will maintain documentation of each reasonable accommodation request. The PRPHA's documentation will include: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and, (v) documentation reflecting the disposition of the requests.

a. If any of the requests are sent to the private management companies, the private management companies must also keep a date and time log that contains the above

information as well as the date it was received from the individual requesting the accommodation(s).

b. No later than fourteen (14) days after a private management company has received a request for reasonable accommodation(s), the private management company shall forward the reasonable accommodation request(s) to the PRPHA's Section 504/ADA Coordinator for review, processing and disposition.

2. The PRPHA shall submit Biannual Reports to HUD, including Biannual Reports from its private management companies, which provide a narrative description of each reasonable accommodation request and/or inquiry. The Biannual report will include: (i) a list of each applicant or resident accommodation request or inquiry; (ii) the date of each applicant or resident request or inquiry; and, (iii) the final disposition of the request or inquiry, including information regarding modification or rejection of the reasonable accommodation request(s). The narrative will also reflect any preference(s) indicated by a resident for remaining in the current unit during modification(s); or, transfer to an alternate, accessible unit. The PRPHA will ensure that all management reports on reasonable accommodations follow a standardized format and are complete prior to submitting the Biannual Report to HUD.

#### **G. EFFECTIVE COMMUNICATION**

PRPHA will furnish appropriate auxiliary aids and services, where necessary, to afford an individual with disabilities an equal opportunity to participate in the PRPHA's programs, services and activities. In determining what auxiliary aids are necessary, the PRPHA shall give primary consideration to the requests of the individual with disabilities unless doing so would result in a fundamental alteration of the PRPHA's programs or activities, or an undue financial and administrative burden. *See* 24 C.F.R. § 8.6.

#### **H. EMPLOYEE EDUCATION**

##### **1. New Employees:**

a. PRPHA shall maintain an educational program to be provided to all appropriate new PRPHA employees and contractors, including new employees of the private management companies. The appropriate new PRPHA employees, agents, contractors and private management company employees include principal and administrative staff, housing managers, private housing managers, housing assistants, application/occupancy specialists, other admissions personnel, maintenance supervisors and staff, hearing officers, and other employees or contractors who have contact with applicants, residents or members of the public.

b. The New Employee Training will be provided to new employees within a hundred and eighty (180) days of their entry date of service. The training will inform the new employees of the PRPHA's duties, responsibilities, and procedures under

this Agreement, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations.

## **I. NOTICE TO RESIDENTS AND LEASE ADDENDUM**

1. For the period of this Agreement, the PRPHA shall provide a written reminder to each head of household at the time of annual re-certification of their rights to request a reasonable accommodation.
2. At time of lease-up or re-certification of every UFAS-Accessible unit, PRPHA shall: Execute a Lease Addendum that requires a family without a resident with a disability to relocate to a non-accessible unit within thirty (30) days of a notice by PRPHA that there is an eligible applicant or existing resident with a disability who requires the features of that unit, as referenced in Paragraph IV. (G) (5).

## **V. REPORTING REQUIREMENTS**

1. For the purpose of this Agreement, the reporting materials must be directed to the following: (1) Ms. Diana Ortiz, Fair Housing Program Director, U.S. Department of Housing and Urban Development, Caribbean Field Office, 235 Federico Costa, Suite 200, San Juan, Puerto Rico 00918; and, (2) Ms. Olga Saez, Director, Public and Indian Housing, U.S. Department of Housing and Urban Development, Caribbean Area Field Office, 235 Federico Costa St., San Juan, Puerto Rico 00918.

2. Within two hundred ten (210) days of the effective date of this Extended Agreement, PRPHA shall:

- hire or appoint a Voluntary Compliance Agreement Administrator, as referenced in Paragraph IV (A) (I).
- hire a qualified Section 504/ADA Coordinator, as referenced in Paragraph IV. (B) (I).

3. a. Within four (4) years of the effective date of this Agreement, or no later than December 30, 2015, the PRPHA shall demonstrate the completion of the construction or conversion of 2,560 of the Total Housing Units, as described in paragraph IV. Annual production of UFAS Accessible Units will occur at a prorated rate.

b. At time of lease-up or re-certification of every UFAS-Accessible unit, PRPHA shall:

Execute a Lease Addendum that requires a family without a resident with a disability to relocate to a non-accessible unit within thirty (30) days of a notice by PRPHA that there is an eligible applicant or existing resident with a disability who requires the features of that unit, as referenced in Paragraph IV. (G) (5).

4. Biannual reports:

a. Beginning June 30, 2012 and at biannual intervals for the duration of the Extended Agreement (i.e., December 31, 2012, June 30, 2013, etc.), PRPHA shall provide HUD with its biannual, Certified UFAS Accessible Unit report, as referenced in Paragraph IV, (CX4) and (C)(5).

b. Beginning April 30, 2012, and biannually for the duration of the Extended Agreement (i.e., October 31, 2012, April 30, 2013, etc.), PRPHA shall provide HUD with biannual reports that document the reasonable accommodation requests or inquiries from residents, as referenced in Paragraph IV (F) (4).

## **VI. RECORD KEEPING REQUIREMENTS**

1. During the term of this Agreement, PRPHA shall maintain all PRPHA resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination, along with any and all material relating to PRPHA's implementation of the Section 504 and ADA requirements of this Agreement.
2. During the term of this Agreement, PRPHA shall maintain files containing documentation of its efforts to meet the obligations of PRPHA's: (1) UFAS-Accessible Unit Rate Plan; (2) Non-Housing Program Accessibility Plan; (3) Administrative Offices Accessibility Plan(s); and, (4) Needs Assessment.
3. PRPHA shall maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests and grievance process materials during the duration of this Agreement. Beginning one (1) year after the effective date of this Agreement, PRPHA shall provide an annual report on the disposition of the above claims, requests and grievances. Upon request, PRPHA also will make these records available for inspection to appropriate Department employees.

## **VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT**

1. HUD reserves the right to monitor the implementation of this Extended Agreement. HUD and the PRPHA will meet twice a year to discuss PRPHA progress towards meeting the goals of the Agreement. Moreover, at its discretion, HUD may convene additional meetings with PRPHA's Administrator, Voluntary Compliance Agreement Administrator, Section 504/ADA Coordinator, and/or other appropriate PRPHA personnel, with notice to the Administrator, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
2. In the event that PRPHA fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written consent from HUD, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD.

## VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

1. The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner. Upon a finding of non-compliance, HUD will provide PRPHA with a written statement specifying the facts of the alleged non-compliance and a reasonable opportunity to resolve or cure the alleged non-compliance; or in the alternative, an opportunity to negotiate in good faith HUD's findings of non-compliance. However, if the Department determines that PRPHA has not satisfactorily resolved the findings of non-compliance, the Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement.
  - a. Any act(s) or omission(s) by an PRPHA employee who violates the terms of this Agreement may serve as grounds for HUD's imposing debarment, as set forth in 24 C.F.R. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400; or limited denial of participation, as set forth in 24 C.F.R. § 24.705 for that employee.
  - b. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's declaring a breach of the annual contributions contract (ACC) with respect to some or all of PRPHA's functions.
  - c. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's withholding some or all of PRPHA's Capital Fund Program funding. 24 C.F.R. § 968.335.
  - d. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to deny PRPHA high performer status. 24 C.F.R. §§ 901.115(e).
  - e. Any 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.
  - f. Any act(s) or omission(s) that violates the terms of this Agreement may serve as ground for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.
  - g. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.
2. The acts set forth in this Section VIII 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.

## IX. SIGNATURES

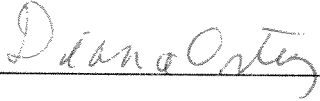
**For the Puerto Rico Public Housing Administration:**



Miguel B. Hernández Vivoni, Esq.  
Acting Administrator  
Puerto Rico Housing Administration  
606 Barbosa Avenue  
Juan C. Cordero Building  
San Juan, Puerto Rico 00927

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

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



Diana Ortiz  
Director, Office of Fair Housing  
Caribbean Office  
U.S. Department of Housing and Urban Development  
235 Federico Costa St.  
San Juan, Puerto Rico 00918



\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX E: HUD'S NOTICE NO. FR-5784-N-01**

**Department of Housing and Urban Development**

**24 CFR Part 8**

**[Docket No. FR-5784-N-01]**

**Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities**

**AGENCY:** Office of the Assistant Secretary for Fair Housing and Equal Opportunity, HUD.

**ACTION:** Notice.

**SUMMARY:** HUD is issuing this Notice to permit recipients of Federal financial assistance from HUD (HUD recipients) to use an alternative accessibility standard for purposes of complying with Section 504 of the Rehabilitation Act of 1973 (Section 504) and HUD's implementing regulation at 24 CFR part 8 (Section 504 regulation) until HUD formally revises its Section 504 regulation to adopt an updated accessibility standard. In March 2011, the Department of Justice (DOJ), pursuant to its coordination authority under Section 504, advised Federal agencies that they may permit covered entities to use the 2010 ADA Standards for Accessible Design (2010 Standards) as an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS) until such time as they update their agency's regulation implementing the Federally assisted provisions of Section 504. Consistent with DOJ's advice, this Notice provides HUD recipients the option of using the 2010 Standards under title II of the ADA, except for certain specific provisions identified in this Notice, as an alternative accessibility standard to UFAS for purposes of complying with Section 504 and HUD's Section 504 regulation for new construction and alterations commenced on or after **[INSERT DATE OF PUBLICATION IN THE FEDERAL REGISTER]**. This Notice is in effect until HUD formally revises its Section 504 regulation to adopt an updated accessibility standard.



**DATE:** *Effective Date:* **[INSERT DATE OF PUBLICATION IN THE FEDERAL REGISTER]**.

**FOR FURTHER INFORMATION CONTACT:** Cheryl Kent, Special Advisor for Disability Policy, Office of Program Compliance and Disability Rights, Department of Housing and Urban Development, 451 Seventh Street, SW, Washington, DC 20410, telephone 202-402-7058 (this is not a toll-free number). Individuals who are deaf, are hard of hearing, or have speech impairments may access this number via TTY by calling the toll-free Federal Information Relay Service at 800-877-8339.

**SUPPLEMENTARY INFORMATION:**

**I. Overview**

HUD's Section 504 regulation requires that programs or activities receiving Federal financial assistance be readily accessible to and usable by persons with disabilities. HUD's Section 504 regulation provides that the design, construction, or alteration of buildings and facilities in conformance with UFAS is deemed to be in compliance with the accessibility requirements of Section 504 (24 CFR § 8.32). Many of the programs or activities that are subject to HUD's Section 504 regulation, however, are also subject to title II of the ADA, which applies to public entities, or title III of the ADA, which covers certain private entities, including public accommodations, and are therefore required to comply with the 2010 Standards. When more than one law and accessibility standard applies, it is currently necessary for the recipient to determine on a section-by-section basis which standard affords greater accessibility.

In March 2011, DOJ advised Federal agencies that they may provide covered entities the option of using the 2010 Standards as an acceptable alternative to UFAS ([www.ada.gov/504\\_memo\\_standards.htm](http://www.ada.gov/504_memo_standards.htm)) until such time as they update their agency's

regulation implementing the Federally assisted provisions of Section 504. Because many recipients of Federal financial assistance are also subject to the Americans with Disabilities Act (ADA), Federal agencies requested this authority to minimize the number of accessibility standards with which recipients of Federal financial assistance must comply.

HUD has identified certain provisions in the 2010 Standards that provide less accessibility than is currently required by UFAS and/or HUD's Section 504 regulation. As a result, HUD is not deeming use of those specific provisions of the 2010 Standards as a means of providing accessibility under Section 504 because HUD cannot decrease the level of accessibility currently required by its Section 504 regulation without engaging in notice and comment rulemaking. Those provisions are summarized in the Appendix of this Notice.

The option to utilize the 2010 Standards under title II of the ADA, except for certain provisions identified in this Notice, is available to all HUD recipients for purposes of complying with HUD's Section 504 regulation whether they are private or public entities, including HUD recipients covered by Section 504 but not title II or III of the ADA. For purposes of complying with Section 504, a HUD recipient must designate the accessibility standard it is using: the 2010 Standards with identified exceptions outlined in this Notice or UFAS. Recipients that prefer to use UFAS as the accessibility standard under Section 504 may continue to do so. If a recipient subject to both Section 504 and the ADA decides to continue to use UFAS to comply with HUD's Section 504 requirements, it must determine, section-by-section, which standard (2010 Standards or UFAS) affords greater accessibility and comply with that provision. If choosing the 2010 Standards for purposes of compliance with Section 504, the recipient need only comply with the 2010 Standards except that it must not apply those provisions not deemed as compliant in this Notice and must continue to apply those provisions of UFAS or the HUD regulation that

are specifically identified in this Notice. HUD also reminds recipients that the design and construction requirements of the Fair Housing Act (FHAct) continue to apply to new construction of covered multifamily dwellings. These requirements are not affected by this Notice. However, some of these requirements impose greater accessibility requirements than the 2010 Standards.

## **II. Definitions of Standards and Guidelines Referenced in this Notice**

**1991 Standards** means the requirements in the ADA Standards for Accessible Design published as Appendix A to 28 CFR part 36 on July 26, 1991, and republished as Appendix D to 28 CFR part 36 on September 15, 2010. For purposes of compliance with title II of the ADA, covered entities were not permitted to use the elevator exemption contained at §4.1.3(5) and §4.1.6(1)(j) of the 1991 Standards.

**2004 ADA and ABA Accessibility Guidelines** means the minimum accessibility guidelines published by the United States Access Board in 2004 for both the ADA and the Architectural Barriers Act (ABA).<sup>1</sup>

**2004 ADAAG** means the requirements set forth in Appendices B and D to 36 CFR 1191 which are the ADA scoping chapters and the common technical requirements in the ADA and ABA Accessibility Guidelines.

**2004 ABAAG** means the requirements set forth in Appendices C and D to 36 CFR 1191 which are the ABA scoping chapters and the common technical requirements in the ADA and ABA Accessibility Guidelines.

**UFAS** means the Uniform Federal Accessibility Standards. HUD's Section 504

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<sup>1</sup> 36 CFR 1191. The full text of the 2004 ADA and ABA Accessibility Guidelines is available at the U.S. Access Board's website, <http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/background/ada-aba-accessibility-guidelines-2004>.

regulation references sections 3 through 8 of UFAS for purposes of compliance with Section 504.<sup>2</sup>

**2010 Standards** means the 2010 ADA Standards for Accessible Design as defined in the regulation implementing title II of the ADA and consists of the 2004 ADAAG as applied to entities covered by title II of the ADA (*i.e.*, public entities) and the requirements contained in 28 CFR § 35.151.

### **III. Background**

#### **A. Section 504**

Section 504 and HUD's Section 504 regulation prohibit discrimination on the basis of disability in any program or activity that receives Federal financial assistance from the Department.<sup>3</sup> HUD's Section 504 regulation specifically prohibits the denial of benefits of, exclusion from participation in, or other discrimination against qualified individuals with disabilities in Federally assisted programs or activities because a recipient's facilities are inaccessible to or unusable by individuals with disabilities.<sup>4</sup> Among other things, the regulation requires that the design, construction, and alteration of projects meet physical accessibility requirements.<sup>5</sup>

Currently, pursuant to HUD's Section 504 regulation, the design, construction, or alteration of buildings in conformance with UFAS is deemed to be in compliance with the accessibility requirements of Section 504.<sup>6</sup> UFAS is based on the minimum accessibility guidelines developed by the United States Access Board (Access Board) that were adopted as enforceable standards by the General Services Administration, the Department of Defense, the

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<sup>2</sup> 24 CFR § 8.32.

<sup>3</sup> 29 U.S.C. § 794.

<sup>4</sup> 24 CFR § 8.20.

<sup>5</sup> 24 CFR §§ 8.21; 8.22; 8.23; 8.24; 8.25.

<sup>6</sup> 24 CFR § 8.32.

Department of Housing and Urban Development, and the United States Postal Service for purposes of compliance with the ABA. Subsequently, UFAS was also adopted as the referenced accessibility standard in HUD's Section 504 regulation. HUD's Section 504 regulation provides that departures from particular technical and scoping requirements of UFAS by the use of other methods are permitted where substantially equivalent or greater access to and usability of the building is provided (24 CFR § 8.32).

#### **B. 2004 ADA and ABA Accessibility Guidelines**

On July 23, 2004, the Access Board published updated minimum accessibility guidelines for both the ADA and the ABA known as the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines (2004 ADA and ABA Accessibility Guidelines). The 2004 ADA and ABA Accessibility Guidelines updated the accessibility provisions contained in UFAS and the 1991 ADA Accessibility Guidelines. The 2004 ADA and ABA Accessibility Guidelines contain three parts: application and scoping requirements for facilities covered by the ADA (ADA Chapters 1 and 2); application and scoping requirements for facilities covered by the ABA (ABA Chapters 1 and 2); and a common set of technical provisions (Chapters 3 through 10). The 2004 ABAAG refers to ABA scoping Chapters 1 and 2 and technical provisions in Chapters 3 through 10, and the 2004 ADAAG refers to ADA scoping Chapters 1 and 2 and technical provisions in Chapters 3 through 10.

HUD will engage in the rulemaking process in order to replace UFAS with a new accessibility standard based on the updated guidelines for purposes of both Section 504 and ABA compliance. Until HUD adopts a new accessibility standard, HUD recipients who undertake alterations or new construction of a project may continue to utilize UFAS and HUD's Section 504 or ABA regulations.

### C. Title II of the ADA

Title II of the ADA prohibits discrimination on the basis of disability by state and local government entities, including by requiring facilities designed, constructed, or altered by or on behalf of a public entity, or as part of a public entity's program, to be readily accessible to and usable by individuals with disabilities.<sup>7</sup> Except for transportation facilities, DOJ is the Federal agency responsible for adopting accessibility standards under title II of the ADA.<sup>8</sup> The Department of Transportation establishes accessibility standards for transportation facilities subject to title II of the ADA. In 1991, DOJ issued a regulation establishing the 1991 Standards or UFAS as legally enforceable accessibility standards under title II.

On September 15, 2010, DOJ published a final rule revising its title II regulation at 28 CFR part 35. Among other requirements, the revised regulation adopted a new accessibility standard referred to as the 2010 ADA Standards for Accessible Design (2010 Standards).<sup>9</sup> For new construction and alterations that commence on or after March 15, 2012, entities covered by title II must comply with the 2010 Standards.<sup>10</sup> The 2010 Standards can be found at [http://www.ada.gov/2010ADASTandards\\_index.htm](http://www.ada.gov/2010ADASTandards_index.htm).

For title II entities, the 2010 Standards consist of the 2004 ADAAG and requirements contained in 28 CFR § 35.151. Section 35.151 sets forth requirements that have the effect of modifying provisions in 2004 ADAAG and include scoping and technical requirements for social service center establishments, housing at places of education, assembly areas, medical care facilities, residential dwelling units for sale to individuals, and detention and correctional

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<sup>7</sup> 42 U.S.C. § 12131 *et. seq.*

<sup>8</sup> The Department of Justice (DOJ) is also the Federal agency responsible for adopting accessibility standards under title III of the ADA, which prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with established accessibility standards. The DOJ implementing regulation is at 28 CFR part 36.

<sup>9</sup> DOJ's September 15, 2010 final rule also revised its title III regulation. For title III entities, the 2010 Standards consist of the 2004 ADAAG and requirements under 28 CFR Part 36 – Subpart D.

<sup>10</sup> See 28 CFR § 35.151(c) for accessibility standards and compliance dates prior to March 15, 2012.

facilities. For example, social service center establishments, which include group homes, halfway houses, shelters, and similar facilities providing temporary sleeping accommodations, must comply with the 2010 Standards applicable to residential facilities including certain requirements specified at 28 CFR § 35.151(e). Most housing at a place of education (defined in the title II and title III regulations) must comply with the 2010 Standards applicable to transient lodging including certain requirements specified at 28 CFR § 35.151(f).

#### **IV. Deeming 2010 Standards as an Alternative Accessibility Standard for Section 504**

##### **Compliance**

In March 2011, pursuant to its coordination authority under Section 504, DOJ advised Federal agencies that until such time as they update their agency's regulation implementing the Federally assisted provisions of Section 504, they may notify covered entities that they may use the 2010 Standards as an acceptable alternative to UFAS. Consistent with this guidance, HUD will permit, but not require HUD recipients to use the 2010 Standards under title II of the ADA, except for those provisions identified in this Notice, as an alternative accessibility standard to UFAS until HUD revises its Section 504 regulation to formally adopt an updated accessibility standard.<sup>11</sup> HUD is not permitting use of certain identified provisions in the 2010 Standards because those provisions provide a lower level of accessibility than is currently required under UFAS and/or HUD's Section 504 regulation and HUD cannot reduce the level of accessibility provided under its Section 504 regulation without engaging in notice and comment rulemaking.

It is important to emphasize that HUD recipients electing to use the 2010 Standards must use the 2010 Standards applicable to public entities under title II of the ADA, with the

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<sup>11</sup> Memorandum dated March 29, 2011, from Thomas E. Perez, Assistant Attorney General, Division of Civil Rights, U.S. Department of Justice, to Federal Agency Civil Rights Directors and General Counsels, "Permitting Entities Covered by the Federally Assisted Provisions of Section 504 of the Rehabilitation Act to Use the 2010 ADA Standards for Accessible Design as an Alternative Accessibility Standard for New Construction and Alterations," [http://www.ada.gov/504\\_memo\\_standards.htm](http://www.ada.gov/504_memo_standards.htm).

exceptions noted below, to the entire project; they may not rely on some requirements contained in the 2010 Standards and some requirements contained in UFAS. For purposes of Section 504 compliance, this does not mean that existing buildings that are part of a project and which are not being altered must be brought up to the 2010 Standards. Rather, it means that when a HUD recipient undertakes new construction or alterations and chooses to use the 2010 Standards with the exceptions outlined in this Notice, the recipient must apply the 2010 Standards to all of the new construction or alterations. It should be noted that the 2010 Standards include a safe harbor for portions of a path of travel complying with UFAS or the 1991 Standards (28 CFR § 35.151(b)(4)(ii)(C)). This safe harbor does not apply to existing elements that are altered. The 2010 Standards are available at [http://www.ada.gov/2010ADASTandards\\_index.htm](http://www.ada.gov/2010ADASTandards_index.htm).

This option applies to all HUD recipients for purposes of compliance with HUD's Section 504 regulation, including private and public entities, and entities covered by Section 504 but not title II or III of the ADA. Most recipients covered by Section 504 based on the receipt of Federal financial assistance from HUD are state or local government entities or private entities covered by the ADA, and are therefore required to comply with ADA accessibility requirements.<sup>12</sup> By issuing this Notice, HUD is offering covered entities the option of reducing the burden of complying with different accessibility standards under Section 504 and the ADA until HUD issues a rule adopting a new accessibility standard under Section 504. HUD recipients may utilize the 2010 Standards, with the exceptions outlined in this Notice, for compliance with both statutes.

This Notice makes no changes for entities that choose to use UFAS for purposes of Section 504 compliance along with HUD's Section 504 regulation when undertaking alterations

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<sup>12</sup> State or local governments are "public entities" covered by title II of the ADA, 42 U.S.C. §§ 12131 – 12134. "Public accommodations" include private for-profit or not-for-profit entities that are subject to the requirements of title III of the ADA, 42 U.S.C. §§ 12181 – 12189.



or new construction. HUD recipients may continue to use HUD's Section 504 regulation and UFAS for Section 504 compliance until HUD formally adopts an updated accessibility standard through rulemaking. However, because UFAS is no longer an option for ensuring compliance with title II of the ADA, HUD recipients subject to both Section 504 and title II of the ADA must take an additional step in order to ensure compliance with the ADA if they use UFAS for purposes of Section 504. Specifically, in addition to complying with each scoping and technical provision of UFAS, they must also comply with each scoping and technical provision of the 2010 Standards that affords greater accessibility than UFAS.<sup>13</sup>

## **V. Utilizing the 2010 Standards**

As stated above, the 2010 Standards under title II consist of the 2004 ADAAG and requirements in 28 CFR § 35.151. HUD is permitting use of the 2010 Standards as an alternative accessibility standard with the following exceptions. These exceptions are necessary to ensure that HUD recipients construct or alter buildings and facilities with at least the same degree of accessibility as is currently required under HUD's Section 504 regulation and UFAS. The Department lacks the authority to allow the use of an alternative standard that would reduce accessibility or usability for individuals with disabilities in housing settings below the level required by its Section 504 regulation without engaging in notice and comment rulemaking. As discussed below, these exceptions will also maintain consistency with certain requirements of the FHAct.

### ***Definitions***

The 2010 Standards define some terms that are also defined in HUD's Section 504 regulation. In such cases, the definition in HUD's Section 504 regulation shall control.

### ***Scoping for Residential Dwelling Units***

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<sup>13</sup> HUD's scoping continues to apply regarding the required number of accessible residential dwelling units.

The 2010 Standards generally defer to HUD on scoping of *residential dwelling units* provided by entities subject to HUD's Section 504 regulation.<sup>14</sup> Specifically, entities receiving Federal financial assistance from the Department must provide residential dwelling units containing mobility features and residential dwelling units containing communication features complying with the 2010 Standards *in a quantity* identified in HUD's Section 504 regulation. For purposes of this Notice, HUD is not changing its scoping requirements for residential dwelling units under its part 8 regulation.<sup>15</sup> HUD recipients designing, constructing, altering, or operating residential facilities must utilize HUD's scoping to determine the number of required accessible units and utilize the 2010 Standards, with the identified exceptions noted below, for other scoping requirements as well as for the technical standards. If HUD's Section 504 rule does not provide scoping, a HUD recipient using the 2010 Standards for Section 504 compliance must use the scoping provided in the 2010 Standards. This does not preclude HUD from considering scoping or other changes when it undertakes rulemaking to adopt a new accessibility standard.

***Structural Impracticability – 28 CFR § 35.151***

Under § 35.151(a)(2) full compliance with the requirements of the 2010 Standards is not required in new construction where a public entity can demonstrate that it is structurally impracticable to do so. Full compliance is considered structurally impracticable “only in those rare circumstances when the unique characteristics of terrain prevent the incorporation of accessibility features.”<sup>16</sup> HUD's Section 504 regulation does not contain a comparable exception from compliance with the applicable accessibility requirements when HUD recipients undertake *new construction* of facilities. HUD's regulation also precludes a HUD recipient from selecting

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<sup>14</sup> Section 233.2 Residential Dwelling Units Provided by Entities Subject to HUD Section 504 Regulations.

<sup>15</sup> 24 CFR part 8, subpart C.

<sup>16</sup> 28 CFR § 35.151(a)(2)(i).

a site or location of a facility which would have the purpose or effect of excluding qualified individuals with disabilities from, denying benefits of, or otherwise subjecting them to discrimination under, any program or activity that receives Federal financial assistance.<sup>17</sup> Under HUD's Section 504 regulation, if a site cannot be made accessible to individuals with disabilities, it must not be selected. As emphasized above, HUD cannot allow the use of an alternative standard which conflicts with HUD's regulatory requirements and may reduce accessibility in housing settings without the opportunity for public input through notice and comment rulemaking. Accordingly, recipients may not apply the structural impracticability exception contained in § 35.151(a)(2) of the 2010 Standards through this Notice.

***Alterations – 28 CFR § 35.151***

The 2010 Standards at 28 CFR § 35.151(b) and section 202 contain criteria detailing when alterations of facilities must be made accessible. In certain situations, application of the 2010 Standards may result in fewer units containing accessibility features. Because HUD cannot use a Notice to permit the use of a lesser requirement than that required by its Section 504 regulation, HUD is not permitting use of Section 35.151(b). Therefore, multifamily housing projects must continue to utilize the terms “substantial alterations” and “other alterations” as defined in HUD's Section 504 regulation to determine accessibility requirements.<sup>18</sup> This does not preclude HUD from considering changes to its alterations criteria for residential dwelling units when it revises its regulation to adopt a new accessibility standard.

***Additions – Section 202.2 of the 2010 Standards***

Section 202.2 of the 2010 Standards contains scoping requirements which may, in certain situations, afford less accessibility for individuals with disabilities than is currently provided by

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<sup>17</sup> 24 CFR § 8.4(b)(5).

<sup>18</sup> 24 CFR part 8, subpart C.

HUD's rules at 24 CFR part 8 and UFAS. Because the Department is precluded from permitting the use of an alternative standard that might reduce accessibility for individuals with disabilities in housing settings without notice and comment rulemaking, HUD is not permitting use of the scoping requirements for additions at section 202.2 of the 2010 Standards.

***Alterations Affecting Primary Function Areas – Exception to Section 202.4 of the 2010 Standards***

Section 202.4 of the 2010 Standards includes a path of travel obligation when areas containing a primary function are altered. Under the Exception to Section 202.4, residential dwelling units are exempted from this requirement. Under HUD's Section 504 regulation, when accessible dwelling units are newly constructed or where alterations include the provision of accessible dwelling units, the dwelling units must be on an accessible route. HUD is not permitting use of the Exception to Section 202.4 because this may conflict with HUD's Section 504 regulation.

***Common Use Areas in Residential Facilities – Section 203.8 of the 2010 Standards***

Section 203.8 of the 2010 Standards provides that, in residential facilities, common use areas that do not serve residential dwelling units required to provide mobility features are not required to be accessible or on an accessible route. By contrast, common use areas in residential facilities subject to the new construction requirements of the FHAct must comply with FHAct accessibility requirements, including the requirement to be on an accessible route, regardless of whether or not the common use areas serve units required to have mobility features pursuant to the ADA or Section 504. The only exception would be common use areas provided on upper stories of a non-elevator building provided the same common use areas are provided on the ground floor. In addition, this general exception for common use areas may result in less

accessibility than is currently required under HUD’s Section 504 regulation and UFAS.

Accordingly, HUD is not permitting use of Section 203.8 under this Notice.

***Employee Work Areas – Section 203.9 of the 2010 Standards, and Similar Sections***

The 2010 Standards require a more limited level of access within employee work areas in ADA-covered facilities than UFAS, which requires employee work areas to be fully accessible. As stated above, the Department has no authority to allow the use of an alternative standard that may reduce accessibility for individuals with disabilities without notice and comment rulemaking. Section 203.9, as well as Section 206.2.8, the Exception to Section 403.5, and the Exception to Section 405.8, all require less accessibility in employee work areas than UFAS. For this reason, HUD is not permitting use of the aforementioned sections of the 2010 Standards for employee work areas.

***Vehicular Route Exceptions – Sections 206.2.1 and 206.2.2 of the 2010 Standards***

The 2010 Standards contain an exception for accessibility at site arrival points which provides that an “*accessible route shall not be required between site arrival points and the building or facility entrance if the only means of access between them is a vehicular way not providing pedestrian access*” (Section 206.2.1 Site Arrival Points, Exception 2). The 2010 Standards also contain an exception for accessibility within a site which provides that an “*accessible route shall not be required between accessible buildings, accessible facilities, accessible elements, and accessible spaces if the only means of access between them is a vehicular way not providing pedestrian access*” (Section 206.2.2 Within a Site, Exception). Neither exception is in UFAS,<sup>19</sup> which requires pedestrian access routes, and both conflict with

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<sup>19</sup> See, e.g., UFAS, Section 4.1.1(1): At least one accessible route complying with 4.3 shall be provided *within the boundary of the site* from public transportation stops, accessible parking spaces, passenger loading zones if provided, and public streets or sidewalks to an accessible building entrance. UFAS, Section 4.1.1(2): At least one

HUD's Section 504 regulation, which requires that all programs and activities receiving Federal funds be readily accessible to and usable by persons with disabilities, as well as the requirements of the FHAct and HUD's Fair Housing Accessibility Guidelines. Accordingly, HUD is not permitting the use of Exception 2 to Section 206.2.1 Site Arrival Points, and the Exception to Section 206.2.2 Within a Site.

***Elevator Exception 1 – Section 206.2.3 of the 2010 Standards***

The 2010 Standards contain specific exceptions to the general provision requiring at least one accessible route to connect each story and mezzanine in multi-story buildings or facilities (Section 206.2.3). Exception 1 to Section 206.2.3 of the 2010 Standards contains an elevator exception for private buildings or facilities that are less than three stories or that have less than 3,000 square feet per story (unless the type of building is omitted in the standard from the exception, *e.g.*, a shopping center, a shopping mall, the professional office of a health care provider, *etc.*). HUD's Section 504 regulation does not impose different requirements on recipients that are public entities as compared to recipients that are private entities. In order to ensure that all HUD recipients are subject to the same accessibility requirements, regardless of whether they are public or private entities, HUD is not permitting use of Exception 1 to Section 206.2.3 by private entities subject to its Section 504 regulation.

***Washing Machines; Clothes Dryers –Sections 214.2 and 214.3 of the 2010 Standards***

UFAS requires front loading washing machines and clothes dryers in common use laundry rooms in facilities serving accessible residential dwelling units.<sup>20</sup> UFAS' requirements for front-loading machines reflect the fact that not all persons with disabilities will be able to use

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accessible route complying with 4.3 shall connect accessible buildings, facilities, elements, and spaces that are on the same site. *See also*, UFAS, Section 4.3 Accessible Route.

<sup>20</sup> UFAS, Section 4.34.7.2.

top loading machines. The 2010 Standards, however, permit either top loading or front loading machines in such facilities (Section 214.2 Washing Machines; Section 214.3 Clothes Dryers). Consequently, HUD is not permitting application of the scoping requirements for washing and drying machines found at sections 214.2 and 214.3 of the 2010 Standards. Recipients must continue to comply with section 4.34.7 of UFAS. These requirements apply to each laundry room except that HUD's Section 504 regulation and UFAS would not require a laundry room on an upper story of a non-elevator building to be accessible provided that there is an accessible laundry room serving that same building on the ground floor. HUD recipients should also be aware that, when washing machines and clothes dryers are provided in individual dwelling units, front loading accessible washing machines and clothes dryers may be required in accessible dwelling units as a reasonable accommodation for individuals with disabilities.

***Visible Alarms – Exception to Section 215.1 of the 2010 Standards***

Section 215.1 includes a new exception for visible alarms in the alteration of existing facilities, providing that visible alarms must be installed only when an existing fire alarm system is upgraded or replaced, or a new fire alarm system is installed. Under this exception, visible alarms would not be required as part of alterations unless the alarm system is upgraded, replaced, or newly installed. HUD is not permitting use of this exception because its application may result in less accessibility than is currently required under HUD's Section 504 regulation. Instead, recipients engaged in alterations must refer to HUD's regulation at 24 CFR §§ 8.22, 8.23, 8.24, and 8.25 to determine whether visible alarms must be installed. For recipients engaged in substantial alterations, the new construction requirements apply (with the exception that building alterations are not required that have little likelihood of being accomplished without removing or altering a load-bearing structural member) and visible alarms would be included in

the alterations. For recipients engaged in other alterations not rising to the level of substantial alterations, any alterations (including alterations to dwelling units, common areas, or parts of facilities that affect accessibility of existing housing facilities) must, to the maximum extent feasible, be made to be readily accessible to and usable by individuals with disabilities. “To the maximum extent feasible” means recipients are not required to make alterations if doing so would impose undue financial and administrative burdens on the operation of the multifamily housing project, but must provide for accessibility up to the point of undue financial and administrative burdens. This is a high threshold to meet. Therefore, HUD recipients must continue to comply with the provisions in HUD’s Section 504 regulation, and not utilize the exception in the 2010 Standards. If visible alarms are not provided, there must be an effective means of alerting individuals who are deaf or hard of hearing to fires and other emergencies in order to afford them an equal opportunity to evacuate to safety.

For the convenience of the reader, the Appendix to this Notice provides a table that lists in column one the exceptions contained in the Notice and in the second column, the UFAS and/or HUD Section 504 regulation provisions that would need to be complied with because the entity could not use that section of the ADA 2010 Standards. The table is provided so that it can be used by HUD recipients as a stand-alone chart that lists, in a single table, not only what the exceptions are, but what actions recipients must undertake in lieu of using the exceptions.

## **VI. Relationship to Other Laws**

Recipients of HUD funding must be aware of and comply with the accessibility requirements of all applicable laws, including Section 504, the ABA, the ADA, and the FHAct. Compliance with one of these statutes does not ensure compliance with other Federal disability nondiscrimination laws. For example, compliance with Section 504, the ABA, or the ADA does



not ensure compliance with the FHAct; similarly, compliance with FHAct accessibility requirements does not ensure compliance with the accessibility requirements of Section 504, the ABA, or the ADA. The FHAct prohibits discrimination in housing because of race, color, religion, sex, national origin, familial status, and disability.<sup>21</sup> One type of disability discrimination prohibited by the FHAct is the failure to design and construct covered multifamily dwellings with certain features of accessible design.<sup>22</sup>

The FHAct design and construction requirements apply to “covered multifamily dwellings” designed and constructed for first occupancy after March 13, 1991. “Covered multifamily dwellings” means all buildings consisting of four or more dwelling units: in buildings without an elevator, all of the ground floor dwelling units are covered; in buildings with one or more elevators, all of the dwelling units are covered. HUD encourages entities to refer to HUD’s FHAct regulation and technical guidance issued by HUD to ensure compliance with FHAct accessibility requirements.<sup>23</sup>

Date: May 16, 2014

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David R. Ziaya, Deputy Assistant Secretary for  
Operations and Programs

**[FR-5784-N-01]**

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<sup>21</sup> The Act uses the term “handicap” instead of “disability.” Both terms have the same legal meaning.

<sup>22</sup> 42 U.S.C. § 3604(f).

<sup>23</sup> See HUD regulation implementing the design and construction provisions at 24 CFR § 100.200 *et seq.*; *Final Fair Housing Accessibility Guidelines* (“Guidelines”), 56 Fed. Reg. 9472 (Mar. 6, 1991); *Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers about the Guidelines* (“Questions and Answers”), 59 Fed. Reg. 33,362-68 (June 28, 1994); *Fair Housing Act Design Manual* (“Design Manual”) (August 1996, Revised April 1998). For additional technical assistance, see the Fair Housing Act Accessibility FIRST website, [www.fairhousingfirst.org](http://www.fairhousingfirst.org).

**APPENDIX to [Insert date of Federal Register publication] Notice**

**Exceptions to the 2010 Standards**

This table is provided for HUD recipients that elect to use the 2010 Standards under title II of the Americans with Disabilities Act (ADA) as an alternative accessibility standard to UFAS for purposes of complying with Section 504 until HUD formally revises its Section 504 regulation. Please note that, for purposes of Section 504 compliance, the 2010 Standards may be used with the following exceptions.

<b><u>Provisions in 2010 Standards Not Deemed as Equivalent Alternatives to UFAS</u></b>	<b><u>Provisions HUD Recipients Must Comply with for Purposes of Section 504 Compliance</u></b>
1. Section 35.151(a)(2) Exception for structural impracticability	2010 Standards at Section 35.151 without Section 35.151(a)(2) and (b) (see below) and HUD's Section 504 regulation at 24 CFR § 8.4(b)(5)
2. Section 35.151(b) Alterations	HUD's Section 504 regulation at 24 CFR §§ 8.20, 8.21, 8.22, 8.23, 8.24, 8.25, 8.26 and UFAS 4.1.6
3. Section 202.2 Additions	HUD's Section 504 regulation at 24 CFR §§ 8.20, 8.21, 8.22, 8.23, 8.24, 8.25, 8.26 and UFAS 4.1.5
4. Exception to Section 202.4 Alterations Affecting Primary Function Areas	2010 Standards at Section 202.4 without the Exception and HUD's Section 504 regulation at 24 CFR §§ 8.20, 8.21, 8.22, 8.23, 8.24, 8.25, and 8.26
5. Section 203.8 General Exceptions – Residential Facilities	2010 Standards without Section 203.8 and HUD's Section 504 regulation at 24 CFR §§ 8.20, 8.21, 8.22, 8.23, 8.24, 8.25, and 8.26
6. Employee Work Areas: Sections 203.9 (General exception for employee work areas), 206.2.8 (Circulation paths in employee work areas), and the Exceptions to 403.5 (Clearances within employee work areas) and 405.8 (Handrails within employee work areas)	2010 Standards without these provisions; Note that HUD is permitting use of Section 215.3 (Fire Alarm Systems in Employee Work Areas)
7. Exception 2 to Section 206.2.1 Site Arrival Points	2010 Standards at Section 206.2.1 without Exception 2

8. Exception to Section 206.2.2 Within a Site	2010 Standards at Section 206.2.2 without the Exception
9. Exception 1 to Section 206.2.3 Multi-Story Buildings and Facilities	2010 Standards at Section 206.2.3 without Exception 1
10. Section 214 – Scoping of Washing Machines and Clothes Dryers	HUD’s Section 504 regulation and UFAS 4.34.7 Laundry Facilities. HUD recipients should also be aware that, when washing machines and clothes dryers are provided in individual dwelling units, front loading accessible washing machines and clothes dryers may be required in accessible dwelling units as a reasonable accommodation for individuals with disabilities.
11. Exception to Section 215.1 Visible Alarms	2010 Standards at Section 215 without the Exception to Section 215.1 and HUD’s Section 504 regulation at 24 CFR §§ 8.20, 8.21, 8.22, 8.23, 8.24, 8.25, and 8.26

The option to use the 2010 Standards under title II of the ADA, with identified exceptions, is available to all HUD recipients for purposes of complying with Section 504. HUD recipients must designate the accessibility standard they are using: the 2010 Standards with the identified exceptions outlined in this **[Insert date of Federal Register publication]** Notice, or UFAS. If HUD recipients choose to use the 2010 Standards, they must apply the 2010 Standards, with the identified exceptions, to the entire project. This option applies until HUD revises its Section 504 regulation to adopt an updated accessibility standard. This table provides a summary. Additional explanatory information is provided in other parts of the **[Insert date of Federal Register publication]** Notice.

## **APPENDIX F: PRPHA ACCESIBILITY IMPEMENTATION PLAN**



# **ACCESSIBILITY IMPROVEMENT PLAN PROPOSAL**

## I. Introduction

The Puerto Rico Public Housing Administration (PRPHA) entered into an Extended Voluntary Compliance Agreement (Extended VCA) with the U.S. Department of Housing and Urban Development (HUD) on December 27, 2011 requiring PRPHA to become fully compliant with the requirements of Section 504 and the American with Disabilities Act (ADA) by December 31, 2015. Among other requirements, the Extended VCA requires PRPHA to complete construction or conversion of:

- 2,560 accessible dwelling units
- 1024 hearing and visual dwelling units
- 332 project sites and non-housing programs
- 11 administrative offices

PRPHA did not complete the required construction or conversions by the current deadline. PRPHA is committed to complying with all of the requirements of Section 504 and ADA and has prepared this Accessible Improvement Plan (AIP) to ensure timely completion of all required construction or conversions. PRPHA requests approval to complete the implementation of this AIP by March 31, 2021.

The scope for the AIP includes the certification of all dwelling units (housing programs) modernized after 1988. This threshold was determined due to the fact that any project constructed or altered after 1988 is what is covered under new construction in the Uniform Federal Accessibility Standards (UFAS). In addition, the expanded plan shall address the non-housing programs in each of these projects which includes, but is not limited to, the administrative offices, public spaces, community centers and parking spaces, as well as the accessible route between these and the accessible dwelling units. It will also address the compliance of PRPHA's offices (central and regional). For detail on the projects and units that are part of the AIP see Attachments I and II.

## II. Accomplishments to Date

As of October 31, 2015, PRPHA has completed and certified the conversion of 65 accessible dwelling units and 513 hearing/visual dwelling units. PRPHA also has 72 units under construction for accessibility compliance, while 260 are in the design stages. In addition, 190 units are currently under construction to complete hearing/visual requirements.

PRPHA has put a 504 Team of career staff. The tasks and responsibilities for these staff members have been reassigned to ensure that compliance with the VCA is their priority. Members of this team are being assigned to monitor individual Management Agents responsibilities in all stages of the plan.

### A. Section 504 Compliance Office

- *Kiomy Lamb-Mercado, PE (VCA Administrator)*: Responsible for the Management of all aspects of the VCA and Section 504 compliance as Director of the 504 Compliance Office.
- *Architect Jose A. Ramos (504/VCA Coordinator)*: Responsible to oversee and manage the implementation of the provisions of VCA and section 504 responsibilities. Mr. Ramos is

responsible for the oversight of the audiovisual improvements projects with the support of Engineer Ruben Cotto from PRPHA's Construction Department.

- Joshuel Marrero Navarro – Accessibility and Management Contractor providing technical assistance and support. Shall be responsible for providing assistance in the oversight of the mobility improvements, which shall be managed at project level by PRPHA's Construction Department.

#### **B. Planning and Construction Department**

- Arturo Garcia de la Noceda, PE (Planning and Construction Deputy Administrator) – Provide technical and guidance for the construction works of the VCA, which includes the following engineering staff:
  - German Acevedo Marin, PE (Construction Director): Responsible for management of the construction staff in charge of monitoring the improvement works.
  - Luz Acevedo, PE: Responsible for supervising the following construction staff in charge of monitoring the improvement works for each Management Agent:
    - Frank Nieves, PE – Monitor American Management Projects
    - Jose Gonzalez, PE – Monitors SP Management Projects
    - Pedro Vega, PE – Monitors Martinal Property Projects
    - Rubén Cotto, PE – Monitors FPC Crespo, MJ Consulting, Cost Control, Individual Management
    - Jose Negron, PE – Monitors Mora Housing Projects
    - Luis Rodriguez, PE – Monitors Inn Capital and A&M Projects
- Third Party Certifiers – under contract to perform unit assessments, render pre-design plans and finally certify the units when work is completed.
- A/E Designers – under contract to design units and non-housing work to be done.

#### **C. Asset Management Department**

PRPHA Internal Compliance Auditors- responsible for compliance assessment & reporting for each Management Agent Area as stipulated by the VCA & AIP. Asset Management staff shall report the status of the work in progress as stipulated by the VCA & AIP. They shall be responsible for presenting an independent monthly compliance report to ED & Governing Board.

#### **D. Selection and Occupancy Department**

Staff is being assigned per region to work in coordination with Management Agents specifically to monitor relocation of residents in units that will be under construction. In addition, same staff will monitor compliance with occupancy of said remodeled units (and all compliant units) with eligible residents.

#### **E. Executive Office**

The Executive Director will submit monthly reports to the HUD Field Office on accomplishments to date on compliance of the VCA. These reports will include status of units under assessment,

design, and construction certifying monthly compliance activities. In addition, the ED will submit to the Governing Board detailed reports of progress made under this AIP.

#### **F. Governing Board**

PRPHA's Governing Board will request at least once a month a full report of VCA progress that will include all aspects covered under the AIP. Upon review, the Governing Board may request additional information from the Executive Director as to ensure full compliance. The Governing Board will make it a priority to assign the necessary resources.

PRPHA shall provide the organizational structure with duties and responsibilities before execution of the VCA in a timely fashion.

### **III. PROJECT ORGANIZATION**

The proposed AIP scope is designed to address 154 housing projects in two stages.

Stage I of the AIP (currently in process) shall address only the housing programs in 72 projects modernized after 2004, which represent a total of 969 units and is divided in three types of projects:

- Stage I Type A Non- Design (404 units): These are units that require minor structural improvements and may be improved without a design firm. PRPHA shall provide timelines for review before execution of the VCA in a timely fashion.
- Stage I Type B Design (260 units): These are units that require minor and major structural improvements and need to be improved with a design firm. PRPHA shall provide timelines for review before execution of the VCA in a timely fashion.
- Stage I Type C Modernization (305 units): These are units that are part of the projects currently in the process of modernization. PRPHA shall provide timelines for review before execution of the VCA in a timely fashion.

This stage is generally divided into four phases: assessment, design, construction and certification depending on the Type.

Each Management Agent is responsible for the contracting the Third Parties for all Types of projects as well as the Contractors for Types A and B. PRPHA provided the designers for Type B projects.

Stage I shall finalize by December 31, 2018, where Type A is scheduled to complete by Summer 2017, Type B by June 2018 and Type C by December 2018.

Stage II of the AIP shall address an additional 79 projects, which shall include improvements to both housing and non-housing programs. In addition to this, Stage II will include the non-housing programs for Stage I projects, as well as PRPHA's regional offices. These projects are categorized by the type of works required to bring into compliance which are:

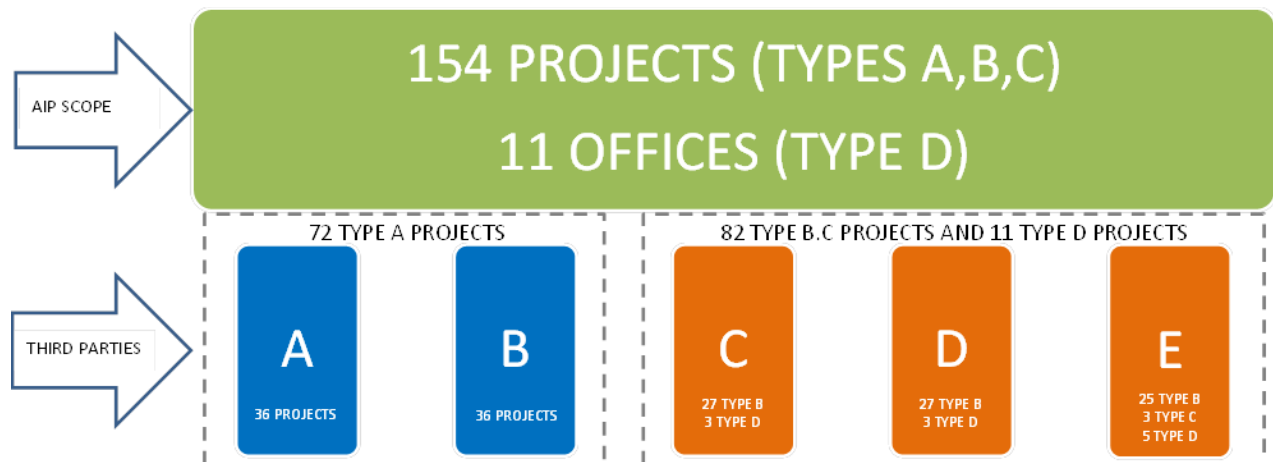


- **Type A** (72 housing projects): Projects modernized after 2004 (Stage I) that will require improvements to non-housing programs to reach compliance.
- **Type B** (79 housing projects): Projects modernized after 1988 that will require improvements to housing and non-housing programs to reach compliance. PRPHA shall provide timelines for review before execution of the VCA in a timely fashion.
- **Type C** (3 housing projects): Projects that are scheduled to begin comprehensive modernization. PRPHA shall provide timelines for review before execution of the VCA in a timely fashion.
- **Type D** (11 Service Offices): Central and regional PRPHA offices that are required to be in full compliance. PRPHA shall provide timelines for review before execution of the VCA in a timely fashion.

Stage II of the AIP is to be divided into three main phases: assessment, construction and certification; where the construction phase is to be developed as a Design-Build approach with PRPHA Team composed of MA's staff (as per contractual terms and conditions for budget & procurement functions) Third Party Certifier & Agency staff.

Each project is being distributed among several firms based on the type of Project for the assessment phase (see figure 2).

Figure 2: AIP Stage II Project Organization



At the construction phase, work shall be distributed per Management Agent, where the procurement and budgeting for the works shall be administered by the Management Agents. Each Management Agent will perform a single procurement process for all the projects in the AIP that are under their contract, but will, in concurrence with PRPHA, be able to assign all projects to a single contractor or select multiple contractors depending on the quantity of projects, complexity of the projects and the resources of the contractors.

All works for Stage II of the AIP should be completed by December 31, 2020.

#### IV. Accessible Unit Implementation Approach

**Assessment and Scope of Work:** This phase requires that each project's non-housing and/or housing programs be assessed by a Third Party Certifier to determine the accessibility issues and develop a detailed scope of work for the required improvements.

For Stage II this will include a pre-design of the required works to be performed and a detailed As-Built of the project in order to allow for a subsequent Design-build process. The Third Party Certifier will also be responsible for evaluating the construction plans developed by the A/E Firms. These works are expected to begin by April 2016 and take upwards of 18 months and be finalized by September 30<sup>th</sup> 2017.

The project certification process will be managed by the PRPHA Section 504 Team with assistance from each Management Agent.

**Construction:** For Stage I, construction has been finished or is underway for 359 of the 969 units proposed in this stage. The Management Agents will procure the contractors necessary to complete the remaining 513 Type A and B units and PRPHA will begin the modernization projects for the remaining 97 Type C units. As stated earlier, construction works for this stage shall be finalized by December 31, 2018.

For Stage II of the AIP, construction will be undertaken as a design-build project with the information provided by the assessments and as-built plans of the Third Parties. This phase will require the contractor to finalize the design details as part of their contract, and will allow for a more expedited development by working on design and construction as concurrent tasks.

These contracts will be managed by each of the Management Agents and will be monitored by the PRPHA Section 504 Team together with compliance reporting for each Management Agent Area of the Asset Management Department staff as previously stated. Before any units are accepted and paid as complete, approvals must be received from the 3<sup>rd</sup> Party Certifier, the PRPHA Section 504 Team and the Management Agent. Construction works for Stage II are expected to extend to December 31, 2020.

**Accessible Unit Completion Schedule:** Based on the approach outlined above, PRPHA expects to complete the construction of all required accessible units in the amounts per year by Management Agent as outlined below.

Table : Accessibility Improvement Plan Stage I & II

YEAR	UNITS	CUMMULATIVE UNITS	DESIGN COST	THIRD PARTY COST	CONSTRUCTION ESTIMATE	TOTAL DEVELOPMENT COST
2014	2	2	\$ -	\$ 1,324.28	\$ -	\$ 1,324.28
2015	82	84	\$ -	\$ 59,791.48	\$ 150,070.93	\$ 209,862.41
2016	389	473	\$ 307,396.22	\$ 9,280,576.34	\$ 1,630,113.70	\$ 11,218,086.26
2017	376	849	\$ 4,351,055.61	\$ 241,609.77	\$ 1,406,000.00	\$ 5,998,665.38
2018	275	1124	\$ 142,424.10	\$ 115,354.81	\$ 7,448,000.00	\$ 7,705,778.91
2019	398	1522	\$ -	\$ -	\$ 13,185,000.00	\$ 13,185,000.00
2020	281	1803	\$ -	\$ -	\$ 16,605,000.00	\$ 16,605,000.00
<b>TOTALS</b>	<b>1803</b>		<b>\$ 4,800,875.93</b>	<b>\$ 9,698,656.68</b>	<b>\$ 40,424,184.63</b>	<b>\$ 54,923,717.24</b>

Table: Mobility Units per Management Agent

MANAGEMENT AGENT	UNIT TO BE CERTIFIED UNITS PER YEAR					
	2015	2016	2017	2018	2019	2020
Cost Control Company, Inc.	0	168	137	48	0	0
FPC Crespo	19	13	0	0	20	35
A&M Contract	14	29	0	35	0	73
Mora Housing	12	15	13	16	30	28
SP Management, Corp.	13	0	0	8	76	10
MJ Consulting & Development, Inc.	15	30	21	24	57	23
American Management	9	11	0	18	25	16
Individual Management & Consulting, Inc.	0	52	5	63	5	14
Management Administration Services, Corp.	0	15	17	63	86	15
Martinal Property Corporation	0	51	10	0	17	28
Inn Capital	0	5	15	0	74	31
Municipio de Villalba	0	0	5	0	0	0
Municipio de Carolina	0	0	153	0	0	0
Municipio de Guaynabo	0	0	0	0	5	0
Municipio de Hormigueros	0	0	0	0	3	0
Municipio de Coamo	0	0	0	0	0	8
<b>TOTALS</b>	<b>82</b>	<b>389</b>	<b>376</b>	<b>275</b>	<b>398</b>	<b>281</b>

## V. Hearing/Visual Unit Implementation Approach

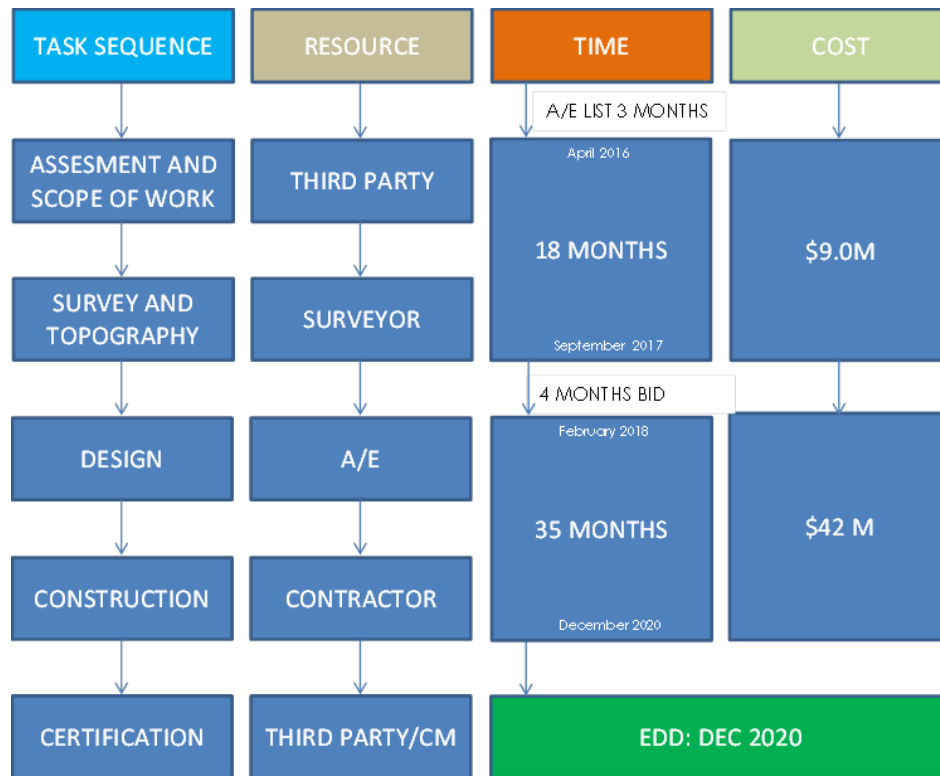
In addition to the mobility units we are including the remaining 511 audiovisual units as part of Stage I of the AIP. PRPHA has certified 513 A/V units. The remaining will reach full compliance by summer of 2016.

## VI. Hearing/Visual Unit Completion Schedule:

Managemen Agent	No. of Certified Units	Pending Units	%Completion	Units to Certify per Month					
				January	February	March	April	May	June
Cost Control Company, Inc.	86	77	53%	13	13	13	13	13	12
American Management & Administration, Corp.	20	70	22%	12	12	12	12	12	10
Individual Management & Consulting, Inc.	93	7	93%	4	3	0	0	0	0
MJ Consulting & Development, Inc.	13	87	13%	15	15	15	15	15	12
Martinal Property Corporation	40	39	51%	7	7	7	7	7	4
Mora Housing	97	12	89%	6	6	0	0	0	0
Inn Capital	50	32	61%	5	5	7	5	5	5
Management Administration Services, Corp.	17	57	23%	10	10	10	10	10	7
A&M Contract	39	46	46%	8	8	8	8	8	6
FPC Crespo	41	57	42%	10	10	10	10	10	7
SP Management	11	57	16%	10	10	10	10	10	7
Municipality	6	2	75%	0	0	0	0	0	0
<b>TOTAL</b>	<b>513</b>	<b>543</b>	<b>50.10%</b>	<b>100</b>	<b>99</b>	<b>92</b>	<b>90</b>	<b>90</b>	<b>70</b>

## VII. TIME AND BUDGET REQUIREMENTS

The proposed Project Outline will require five steps prior to the certification of the housing and non-housing programs:



1. Assessment and Scope of Work: The stage requires that each project's non-housing and/or housing programs be assessed by a Third Party Certifier to determine the accessibility issues and develop a detailed scope of work for the required improvements. The Third Party Certifier will also be responsible for evaluating the construction plans developed by the A/E Firms.
2. Survey and Topography: Based on the availability of detailed plans, surveys may be, and most likely will be required to prepare detailed elevation and as-built plans for each project. These plans are necessary in order to properly address the non-housing programs, in particular site accessibility and accessible routes.
3. Design: With the information provided by the assessments and as-built plans an A/E Firm may begin the process of developing the construction and improvements plans for each project.
4. Construction: With construction plans completed, contractors may be hired to perform the improvements required to bring these units into compliance.
5. Certification: As projects are improved Third Party Certifiers shall inspect and certify compliance of non-housing and/or housing projects.

Where each step will require time for contracting the professionals involved and development for that given task prior to proceeding with the next step.

In order to significantly reduce this timeframe we propose using the current RFQ for A/E Firms for the Third Party Certifier (which shall also be responsible for the surveys). Additionally, as stated earlier, construction shall be undertaken as a Design-Build process which will limit the amount of procurement processes required, allowing for project termination by Fall 2020.

With regards to budget requirement we expect Stage II to require approximately \$50.

For detailed analysis on the development of the Project Outline see attachment III

## VIII. Budget and Funding Sources

In total PRPHA has allocated over \$7.4 million for Stage I of the AIP and \$50M for Stage II.

PRPHA has prepared the following budget to implement the remaining work based on the recent experiences of implementing the current work. The sources that PRPHA will be utilized include a combination of CFP and OFFP funds.

Item	Units	Unit Cost	Total Cost
Third Party	1803	\$5,379	\$9.7M
Designs	1803	\$2,662	\$4.8M
Construction	1803	\$22,844	\$41M
<b>Total Budget</b>			<b>\$55M</b>

For 2016 the expected monthly certifications and fund disbursements are as follows:

Month	Certified Units	Cummulative Units	Third Party Cost	Design Cost	Construction Cost	Total Disbursement	Cummulative Disbursement
January	5	5	\$ 3,606.35	\$ 47,975.00	\$ 20,950.00	\$ 72,531.35	\$ 72,531.35
February	18	23	\$ 12,982.86	\$ 47,975.00	\$ 75,420.00	\$ 136,377.86	\$ 208,909.21
March	18	41	\$ 12,982.86	\$ 47,975.00	\$ 75,420.00	\$ 136,377.86	\$ 345,287.07
April	18	59	\$ 12,982.86	\$ 47,975.00	\$ 75,420.00	\$ 136,377.86	\$ 481,664.93
May	25	84	\$ 18,031.75	\$ 47,975.00	\$ 104,750.00	\$ 170,756.75	\$ 652,421.68
June	35	119	\$ 25,244.45	\$ 47,975.00	\$ 146,650.00	\$ 219,869.45	\$ 872,291.13
July	47	166	\$ 33,899.69	\$ 47,975.00	\$ 196,930.00	\$ 278,804.69	\$ 1,151,095.82
August	47	213	\$ 33,899.69	\$ 47,975.00	\$ 196,930.00	\$ 278,804.69	\$ 1,429,900.51
September	47	260	\$ 33,899.69	\$ 47,975.00	\$ 196,930.00	\$ 278,804.69	\$ 1,708,705.20
October	47	307	\$ 33,899.69	\$ 47,975.00	\$ 196,930.00	\$ 278,804.69	\$ 1,987,509.89
November	47	354	\$ 33,899.69	\$ 47,975.00	\$ 196,930.00	\$ 278,804.69	\$ 2,266,314.58
December	35	389	\$ 25,244.45	\$ 47,975.00	\$ 146,650.00	\$ 219,869.45	\$ 2,486,184.03
<b>TOTALS</b>	<b>389</b>		<b>\$ 280,574.03</b>	<b>\$ 575,700.00</b>	<b>\$ 1,629,910.00</b>	<b>\$ 2,486,184.03</b>	

The AIP Annual disbursement from 2016 and beyond is expected to be as follows:

Year	Certified Units	Cummulative Units	Third Party Cost	Design Cost	Construction Cost	Total Disbursement
2016	389	389	\$ 2,092,501.02	\$ 1,035,798.08	\$ 8,886,631.09	\$ 12,014,930.19
2017	376	765	\$ 2,022,571.68	\$ 1,001,182.72	\$ 8,589,648.56	\$ 11,613,402.96
2018	275	1040	\$ 1,479,274.50	\$ 732,248.00	\$ 6,282,322.75	\$ 8,493,845.25
2019	398	1438	\$ 2,140,913.64	\$ 1,059,762.56	\$ 9,092,234.38	\$ 12,292,910.58
2020	281	1719	\$ 1,511,549.58	\$ 748,224.32	\$ 6,419,391.61	\$ 8,679,165.51
<b>TOTALS</b>	<b>1719</b>		<b>\$9,246,810.42</b>	<b>\$4,577,215.68</b>	<b>\$ 39,270,228.39</b>	<b>\$ 53,094,254.49</b>

**Exhibits:**

- I. AIP Summary Table
- II. AIP Stage I Project Schedule and Status
- III. AIP Stage II Projects Schedule
- IV. AIP Development Details

# ACCESSIBILITY IMPROVEMENT PLAN

## Summary

Table 1: UFAS Accessible Unit Plan Stage I

YEAR	UNITS	CUMMULITIVE UNITS	DESIGN COST	THIRD PARTY COST	CONSTRUCTION ESTIMATE	TOTAL DEVELOPMENT COST	FUND ALLOCATION PER YEAR	ACTUAL CERTIFIED UNITS	ACTUAL CUMMULITIVE UNITS
2014	2	2	\$ -	\$ 1,324.28	\$ -	\$ 1,324.28	\$ 1,357,108.51	2	2
2015	82	84	\$ -	\$ 59,791.48	\$ 150,070.93	\$ 209,862.41	\$ 150,070.93	27	29
2016	389	473	\$ 307,396.22	\$ 280,576.34	\$ 1,630,113.70	\$ 2,218,086.26	\$ 1,630,113.70	0	29
2017	376	849	\$ 351,055.61	\$ 241,609.77	\$ 1,406,000.00	\$ 1,998,665.38	\$ 1,548,424.10	0	29
2018	120	969	\$ 142,424.10	\$ 115,354.81	\$ 473,000.00	\$ 730,778.91	\$ 473,000.00	0	29
TOTALS	969		\$ 800,875.93	\$ 698,656.69	\$ 3,659,184.63	\$ 5,158,717.24	\$ 5,158,717.24	29	

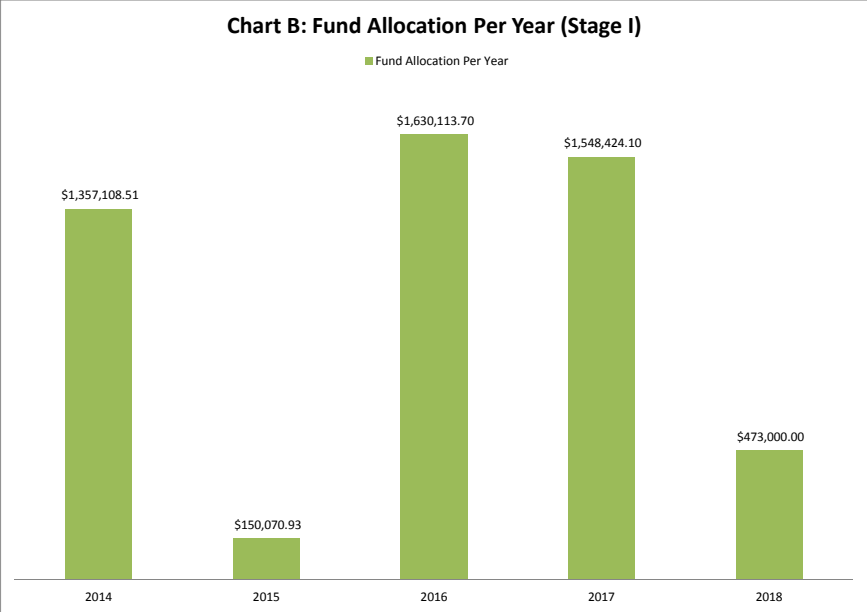
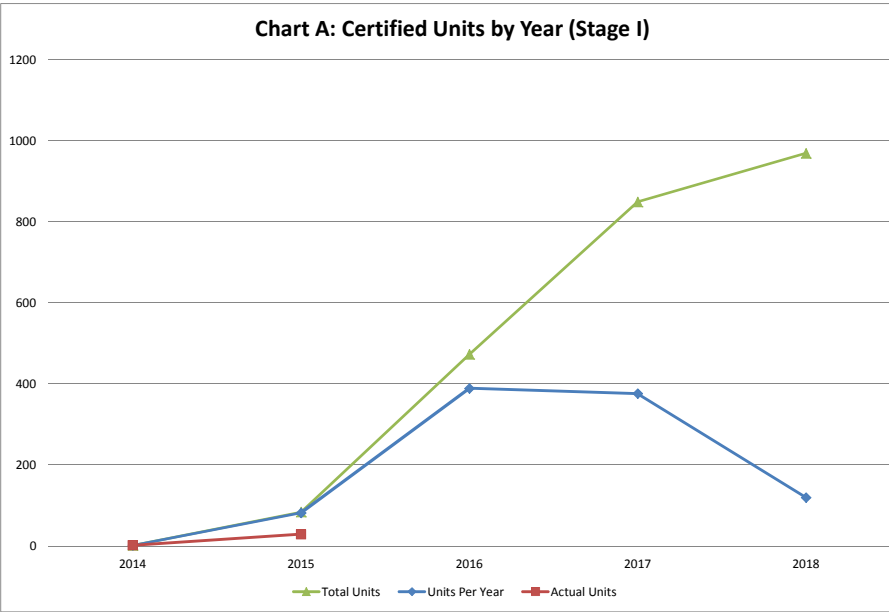


Table 2: UFAS Accessible Unit Plan Stage II

YEAR	UNITS	CUMMULITIVE UNITS	DESIGN COST	THIRD PARTY COST	CONSTRUCTION ESTIMATE	TOTAL DEVELOPMENT COST	FUND ALLOCATION PER YEAR
2016	0	0	\$ -	\$ 9,000,000.00	\$ -	\$ 9,000,000.00	\$ 13,000,000.00
2017	0	0	\$ 4,000,000.00	\$ -	\$ -	\$ 4,000,000.00	\$ 6,975,000.00
2018	155	155	\$ -	\$ -	\$ 6,975,000.00	\$ 6,975,000.00	\$ 17,910,000.00
2019	398	553	\$ -	\$ -	\$ 17,910,000.00	\$ 17,910,000.00	\$ 12,645,000.00
2020	281	834	\$ -	\$ -	\$ 12,645,000.00	\$ 12,645,000.00	
TOTALS	834		\$ -	\$ -	\$ 37,530,000.00	\$ 50,530,000.00	\$ 50,530,000.00

**Note:** Between 2016 and 2017 work is limited to assesments and construction documentation. Stage II includes non-housing for stage I units.

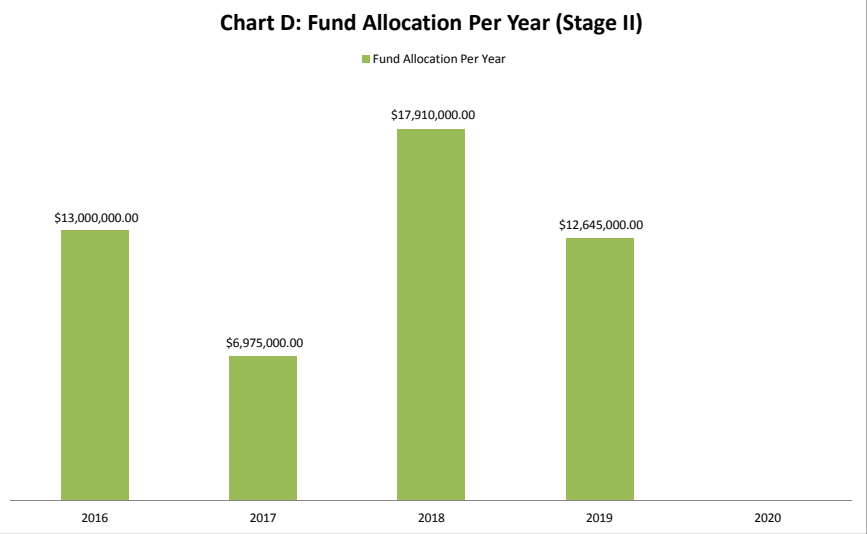
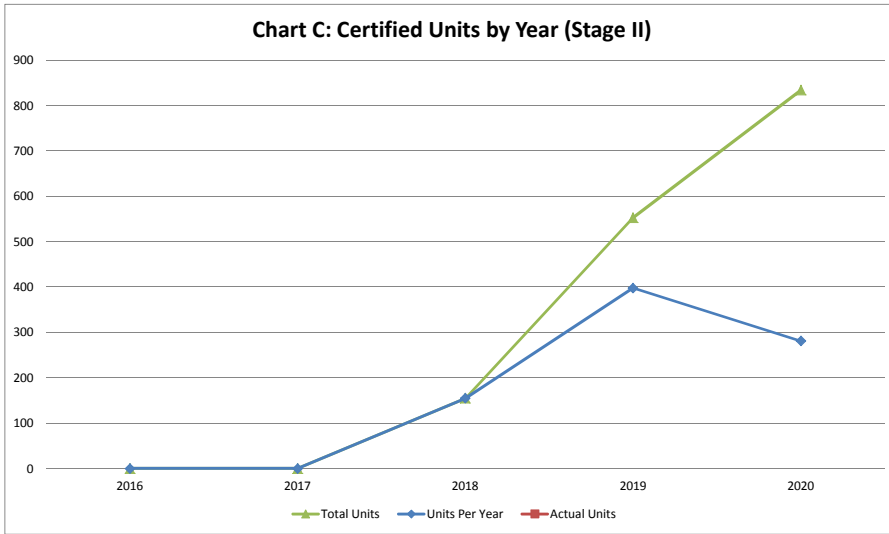
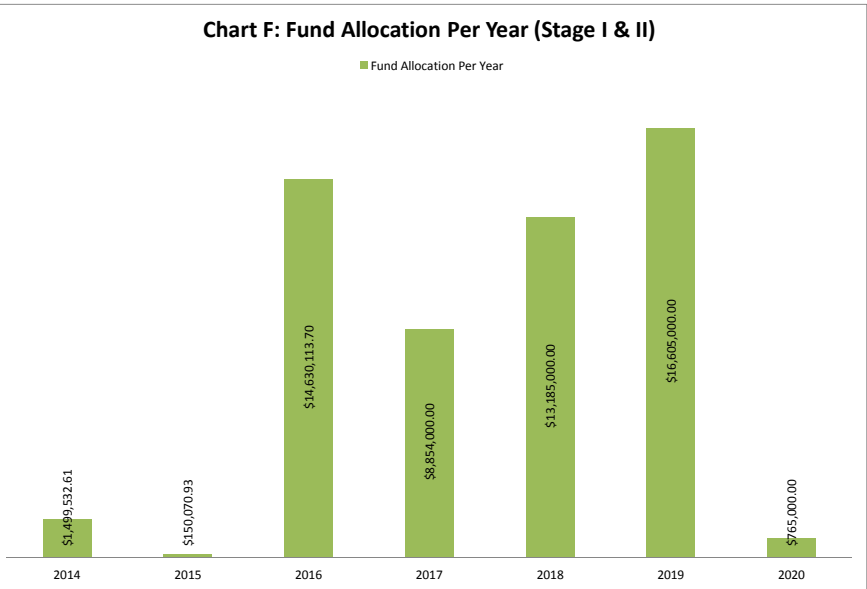
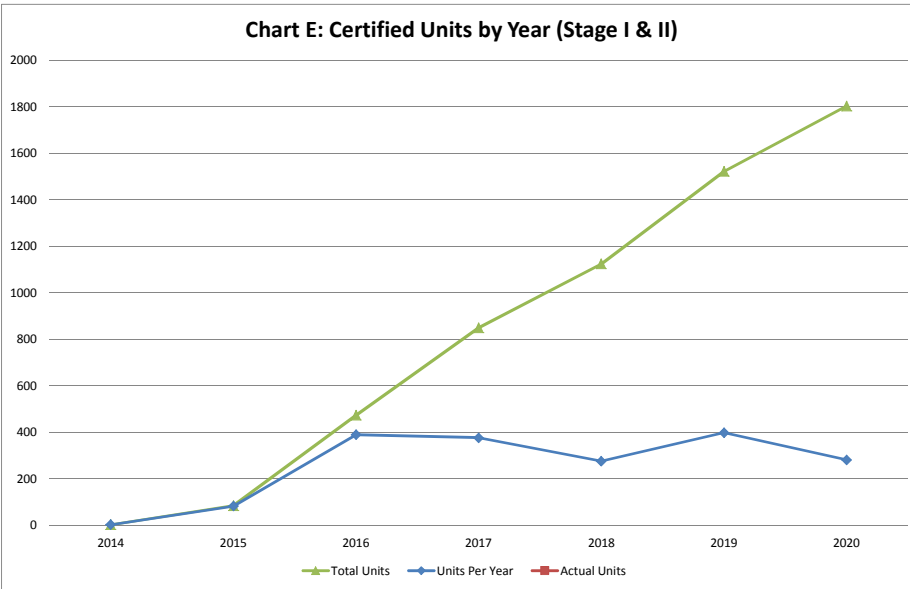


Table : Accessibility Improvement Plan Stage I & II

YEAR	UNITS	CUMMULITIVE UNITS	DESIGN COST	THIRD PARTY COST	CONSTRUCTION ESTIMATE	TOTAL DEVELOPMENT COST	FUND ALLOCATION PER YEAR
2014	2	2	\$ -	\$ 1,324.28	\$ -	\$ 1,324.28	\$ 1,499,532.61
2015	82	84	\$ -	\$ 59,791.48	\$ 150,070.93	\$ 209,862.41	\$ 150,070.93
2016	389	473	\$ 307,396.22	\$ 9,280,576.34	\$ 1,630,113.70	\$ 11,218,086.26	\$ 14,630,113.70
2017	376	849	\$ 4,351,055.61	\$ 241,609.77	\$ 1,406,000.00	\$ 5,998,665.38	\$ 8,854,000.00
2018	275	1124	\$ 142,424.10	\$ 115,354.81	\$ 7,448,000.00	\$ 7,705,778.91	\$ 13,185,000.00
2019	398	1522	\$ -	\$ -	\$ 13,185,000.00	\$ 13,185,000.00	\$ 16,605,000.00
2020	281	1803	\$ -	\$ -	\$ 16,605,000.00	\$ 16,605,000.00	\$ 765,000.00
TOTALS	1803		\$ 4,800,875.93	\$ 9,698,656.68	\$ 40,424,184.63	\$ 54,923,717.24	\$ 55,688,717.24



# ACCESSIBILITY IMPROVEMENT PLAN STAGE I

Table #1: Project Schedule (969 Units)

RQ Number	Name of Residential Complex	No. of Units	Administrator	Municipality	Project Type	PRPHA Monitor	Expected Certification	Design Cost Estimate	Third Party Cost Estimate	Construction Cost Estimate	Funding Request for Third Party	Third Party Funding Allocation	Third Party Contract	Construction Funding Request	Construction Funding Allocation	Construction Contract	Certification
3084	Luis Muñoz Rivera	13	Cost Control Company, Inc.	Guanica	Type A-Non-Design		2016	\$ -	\$ 7,577.05	\$ 39,000.00	X	X	X				
5031	Jardines de Campo Rico	10	Cost Control Company, Inc.	Carolina	Type A-Non-Design		2016	\$ -	\$ 4,769.30	\$ 65,886.00	X	X	X	X			
5133	Villas del Río	5	Cost Control Company, Inc.	Naguabo	Type A-Non-Design	Ruben Cotto	2016	\$ -	\$ 2,384.65	\$ 21,272.00	X	X	X	X			
5053	Res Ramirez Arellano	4	FPC Crespo	Mayaguez	Type A-Non-Design	Ruben Cotto	2015	\$ -	\$ 2,676.64	\$ -	X	X	X	X	X	X	
3035	Vista Alegre	5	Cost Control Company, Inc.	Aguas Buenas	Type A-Non-Design	Ruben Cotto	2016	\$ -	\$ 2,384.65	\$ 15,000.00	X	X	X	X	X	X	
3070	Pedro Regalado Díaz	2	A&M Contract	Trujillo Alto	Type A-Non-Design	Ruben Cotto	2015	\$ -	\$ 1,323.00	\$ 3,000.00	X	X	X	X	X	X	X
5193	Los Rosales	4	A&M Contract	Trujillo Alto	Type A-Non-Design	Ruben Cotto	2015	\$ -	\$ 2,646.00	\$ 12,000.00	X	X	X	X	X	X	X
5021	Puerto Real	5	Mora Housing	Fajardo	Type B-Design		2016	\$ 15,659.20	\$ 4,570.60	\$ 50,000.00	X	X	X				
5082	Alturas de Country Club	4	Mora Housing	Carolina	Type A-Non-Design	Ruben Cotto	2015	\$ -	\$ 2,646.00	\$ 12,000.00	X	X	X	X	X	X	X
5176	Santiago Veve Calzada	6	Mora Housing	Fajardo	Type A-Non-Design	Ruben Cotto	2015	\$ -	\$ 3,969.00	\$ 9,000.00	X	X	X	X	X	X	X
5027	Jardines de Montellano	11	Cost Control Company, Inc.	Cayey	Type A-Non-Design	Ruben Cotto	2016	\$ -	\$ 5,246.23	\$ 16,500.00	X	X	X	X	X	X	
5075	Lagos de Blasina	7	Cost Control Company, Inc.	Carolina	Type A-Non-Design		2016	\$ -	\$ 5,246.23	\$ 7,975.00	X	X	X	X			
5028	Santa Catalina	9	FPC Crespo	Yauco	Type A-Non-Design	Ruben Cotto	2015	\$ -	\$ 6,022.44	\$ 10,500.00	X	X	X	X	X	X	
5183	Jardines de Guánica	4	FPC Crespo	Guanica	Type A-Non-Design	Ruben Cotto	2015	\$ -	\$ 2,676.64	\$ 6,000.00	X	X	X	X	X	X	
3053	Jesús T. Piñeiro	2	Mora Housing	Canovanas	Type A-Non-Design	Ruben Cotto	2015	\$ -	\$ 1,323.00	\$ 3,000.00	X	X	X	X	X	X	X
5026	Los Lirios	4	SP Management, Corp.	San Juan	Type A-Non-Design	Ruben Cotto	2015	\$ -	\$ 4,265.28	\$ 3,000.00	X	X	X	X	X	X	
3093	Narciso Varona	15	MJ Consulting & Development, Inc.	Juncos	Type A-Non-Design	Ruben Cotto	2015	\$ -	\$ 8,751.60	\$ 6,000.00	X	X	X	X	X	X	X
5067	Ext. Santa Catalina (Modernizado)	2	FPC Crespo	Yauco	Type A-Non-Design	Ruben Cotto	2015	\$ -	\$ 1,338.32	\$ 3,000.00	X	X	X	X	X	X	
1001	Juan Ponce de León	15	Cost Control Company, Inc.	Ponce	Type B-Design		2016	\$ 45,454.50	\$ 9,512.70	\$ 120,000.00	X	X	X				
5127	La Meseta	13	Cost Control Company, Inc.	Arecibo	Type A-Non-Design		2016	\$ -	\$ 7,577.05	\$ 19,500.00	X	X	X				
3099	Antonio Márquez Arbona	9	American Management	Arecibo	Type A-Non-Design	Frank Nieves	2015	\$ -	\$ 8,339.76	\$ 37,570.93	X	X	X	X	X	X	
3097	Trina Padilla de Sanz	12	Cost Control Company, Inc.	Arecibo	Type B-Design		2016	\$ 36,363.60	\$ 7,610.16	\$ 96,000.00	X	X	X				
5023	San Fernando	17	Cost Control Company, Inc.	San Juan	Type B-Design		2016	\$ 51,515.10	\$ 10,781.06	\$ 136,000.00	X	X	X				
5076	Catañito Gardens	7	Cost Control Company, Inc.	Carolina	Type A-Non-Design	Luis Rodríguez	2016	\$ -	\$ 2,914.25	\$ 49,694.00	X	X	X	X			
5092	La Lorenzana	4	Cost Control Company, Inc.	San Lorenzo	Type A-Non-Design		2016	\$ -	\$ 2,331.40	\$ 4,410.00	X	X	X	X	X	X	
5093	Brías de Bayamón	13	Cost Control Company, Inc.	Bayamon	Type A-Non-Design		2016	\$ -	\$ 7,577.05	\$ 65,000.00	X	X	X				
5101	La Esmeralda	5	Cost Control Company, Inc.	San Juan	Type A-Non-Design		2016	\$ -	\$ 2,914.25	\$ 25,000.00	X	X	X				



RQ Number	Name of Residential Complex	No. of Units	Administrator	Municipality	Project Type	PRPHA Monitor	Expected Certification	Design Cost Estimate	Third Party Cost Estimate	Construction Cost Estimate	Funding Request for Third Party	Third Party Funding Allocation	Third Party Contract	Construction Funding Request	Construction Funding Allocation	Construction Contract	Certification
5102	El Coral	5	Cost Control Company, Inc.	Carolina	Type A-Non-Design	Luis Rodriguez	2016	\$ -	\$ 2,914.25	\$ 18,701.50	X	X	X	X			
3041	Praxedes Santiago	6	Cost Control Company, Inc.	Cidra	Type A-Non-Design	Luis Rodriguez	2016	\$ -	\$ 4,662.80	\$ 29,900.20	X	X	X	X			
3030	Villa Valle Verde	8	Individual Management & Consulting, Inc.	Adjuntas	Type B-Design		2016	\$ 25,054.72	\$ 8,339.84	\$ 64,000.00	X	X	X				
3063	Los Flamboyanes	9	Individual Management & Consulting, Inc.	Penuelas	Type B-Design		2016	\$ 28,186.56	\$ 6,314.04	\$ 72,000.00	X	X	X				
3090	Bella Vista	7	MJ Consulting & Development, Inc.	Salinas	Type A-Non-Design	Ruben Cotto	2016	\$ -	\$ 5,615.12	\$ 35,000.00	X	X	X				
5088	Lirios del Sur	21	Individual Management & Consulting, Inc.	Ponce	Type B-Design		2016	\$ 65,768.64	\$ 14,732.76	\$ 168,000.00	X	X	X				
5164	Máximo Miranda Jiménez	5	Municipio de Villaba	Villalba	Type B-Design		2017	\$ 15,659.20	\$ 3,507.80	\$ 40,000.00	X	X	X				
2003	Puerta de Tierra	5	SP Management, Corp.	San Juan	Type A-Non-Design	Jose Gonzalez	2015	\$ -	\$ 4,633.20	\$ 25,000.00	X	X	X	X	X	X	
2004	San Agustin	4	SP Management, Corp.	San Juan	Type A-Non-Design	Jose Gonzalez	2015	\$ -	\$ 3,706.60	\$ 20,000.00	X	X	X	X	X	X	
5037	Jardines de Cataño	9	Martinal Property Corporation	Catano	Type A-Non-Design	Pedro Vega	2016	\$ -	\$ 8,339.76	\$ 61,100.00	X	X	X	X			
3094	Padre Rivera	13	MJ Consulting & Development, Inc.	Humacao	Type B-Design		2016	\$ 39,393.90	\$ 9,867.91	\$ 104,000.00	X	X	X				
5064	Colinas de Magnolia	8	MJ Consulting & Development, Inc.	Juncos	Type A-Non-Design	Ruben Cotto	2016	\$ -	\$ 6,417.28	\$ 18,700.00	X	X	X	X			
5096	La Alhambra	5	Inn Capital	Bayamon	Type A-Non-Design	Luis Rodriguez	2016	\$ -	\$ 2,070.65	\$ 5,000.00	X	X	X	X			
5057	Los Mirtos	5	Cost Control Company, Inc.	Carolina	Type A-Non-Design	Luis Rodriguez	2016	\$ -	\$ 2,914.25	\$ 6,975.00	X	X	X	X			
5080	Jardines de Cupey	19	Cost Control Company, Inc.	San Juan	Type A-Non-Design		2017	\$ -	\$ 11,074.15	\$ 57,000.00	X	X	X				
5131	Jardines de Oriente	7	Cost Control Company, Inc.	Humacao	Type A-Non-Design		2016	\$ -	\$ 4,079.95	\$ 10,500.00	X	X	X				
4011	Rafael Hernández (Kennedy)	10	FPC Crespo	Mayaguez	Type C-Modernization		2016	\$ -	\$ 8,339.80	\$ -	X	X	X	X	X	X	
5210	El Coquí	42	Martinal Property Corporation	Catano	Type C-Modernization		2016	\$ -	\$ 39,219.60	\$ -	X	X	X				
3049	Las Américas	3	FPC Crespo	Lajas	Type C-Modernization		2016	\$ -	\$ 16,454.16	\$ -	X	X	X	X	X	X	
1014	Aristides Chavier	26	Cost Control Company, Inc.	Ponce	Type B-Design		2017	\$ 78,787.80	\$ 16,488.68	\$ 260,000.00	X	X	X				
1016	Dr. Rafael López Nussa	21	Cost Control Company, Inc.	Ponce	Type B-Design		2017	\$ 63,636.30	\$ 13,317.78	\$ 210,000.00	X	X	X				
2012	Villa España	24	Cost Control Company, Inc.	San Juan	Type A-Non-Design		2017	\$ -	\$ 13,988.40	\$ 120,000.00	X	X	X				
5012	Ext. Sábalo's Gardens	13	Cost Control Company, Inc.	Mayaguez	Type A-Non-Design		2017	\$ -	\$ 7,577.05	\$ 65,000.00	X	X	X				
3087	Andrés Méndez Liceaga	8	Cost Control Company, Inc.	San Sebastian	Type A-Non-Design		2016	\$ -	\$ 4,662.80	\$ 40,000.00	X	X	X				
3095	Pedro Rosario Nieves	7	Cost Control Company, Inc.	Fajardo	Type A-Non-Design		2017	\$ -	\$ 4,079.95	\$ 35,000.00	X	X	X				
5022	La Ceiba	13	Cost Control Company, Inc.	Ponce	Type A-Non-Design		2017	\$ -	\$ 7,577.05	\$ 13,000.00	X	X	X				
5048	San Antonio Carioca	10	Cost Control Company, Inc.	Guayama	Type B-Design		2017	\$ 30,303.00	\$ 6,341.80	\$ 100,000.00	X	X	X				
5066	Turabo Heights	12	Cost Control Company, Inc.	Caguas	Type A-Non-Design		2017	\$ -	\$ 6,994.20	\$ 60,000.00	X	X	X				

RQ Number	Name of Residential Complex	No. of Units	Administrator	Municipality	Project Type	PRPHA Monitor	Expected Certification	Design Cost Estimate	Third Party Cost Estimate	Construction Cost Estimate	Funding Request for Third Party	Third Party Funding Allocation	Third Party Contract	Construction Funding Request	Construction Funding Allocation	Construction Contract	Certification
5105	Las Violetas	5	Cost Control Company, Inc.	Vega Alta	Type B-Design		2017	\$ 15,659.20	\$ 3,170.90	\$ 40,000.00	X	X	X				
5135	Las Dalias	13	Cost Control Company, Inc.	San Juan	Type A-Non-Design		2017	\$ -	\$ 7,577.05	\$ 65,000.00	X	X	X				
5157	Brisas de Cayey	12	Cost Control Company, Inc.	Cayey	Type B-Design		2017	\$ 37,582.08	\$ 7,610.16	\$ 96,000.00	X	X	X				
5186	Yuquiyú II	4	Cost Control Company, Inc.	Luquillo	Type A-Non-Design		2017	\$ -	\$ 2,331.40	\$ 20,000.00	X	X	X				
3043	El Dorado	6	Cost Control Company, Inc.	Dorado	Type A-Non-Design		2017	\$ -	\$ 3,497.16	\$ 30,000.00	X	X	X				
1002	Santiago Iglesias	14	Individual Management & Consulting, Inc.	Ponce	Type A-Non-Design	Ruben Cotto	2016	\$ -	\$ 11,384.10	\$ 70,000.00	X	X	X				
1003	Caribe	5	Individual Management & Consulting, Inc.	Ponce	Type B-Design		2017	\$ 15,659.20	\$ 3,506.30	\$ 40,000.00	X	X	X				
5144	Rincón Taíno	5	MJ Consulting & Development, Inc.	Santa Isabel	Type B-Design		2017	\$ 15,151.50	\$ 3,795.35	\$ 40,000.00	X	X					
3085	Luis Pales Matos	16	MJ Consulting & Development, Inc.	Guayama	Type B-Design		2017	\$ 50,109.44	\$ 12,145.12	\$ 128,000.00	X	X	X				
5040	Ext. Jardines de Selles	17	Management Administration Services, Corp.	San Juan	Type B-Design		2017	\$ 53,241.28	\$ 16,454.20	\$ 136,000.00	X	X	X				
5161	El Manantial	10	Martinal Property Corporation	San Juan	Type B-Design		2017	\$ 31,318.40	\$ 4,952.50	\$ 80,000.00	X	X	X				
5017	San Martín	13	Mora Housing	San Juan	Type B-Design		2017	\$ 39,394.30	\$ 11,883.56	\$ 104,000.00	X	X	X				
5035	Villa Esperanza	16	A&M Contract	Guaynabo	Type A-Non-Design	Luis Rodríguez	2016	\$ -	\$ 6,011.28	\$ 75,000.00	X	X	X				
5090	Jardines de Judelys	2	MJ Consulting & Development, Inc.	Juncos	Type A-Non-Design	Ruben Cotto	2016	\$ -	\$ 1,604.32	\$ 10,000.00	X	X	X				
3040	Fernando Sierra Berdecía	5	Inn Capital	Ciales	Type B-Design		2017	\$ 15,659.20	\$ 7,212.84	\$ 40,000.00	X	X	X				
5158	La Montaña	11	American Management	Aguadilla	Type A-Non-Design	Frank Nieves	2016	\$ -	\$ 8,339.84	\$ 55,000.00	X	X	X				
5151	Sierra Linda	10	Inn Capital	Bayamon	Type B-Design		2017	\$ 31,318.81	\$ 4,952.48	\$ 100,000.00	X	X	X				
5204	Valle de Puerto Real	3	Mora Housing	Fajardo	Type A-Non-Design	Jose Negron	2016	\$ -	\$ 2,501.94	\$ 15,000.00	X	X	X				
5212	Roberto Clemente	7	Mora Housing	Carolina	Type A-Non-Design	Jose Negron	2016	\$ -	\$ 5,837.90	\$ 35,000.00	X	X	X				
3100	Dr. Augustín Stahl (To be Modernized)	20	American Management	Aguadilla	Type C-Modernization		2018	\$ -	\$ 19,324.28	\$ -							
3105	Ext. Manuel A. Pérez (In Modernization)	15	Management Administration Services, Corp.	San Juan	Type C-Modernization		2016	\$ -	\$ 7,660.11	\$ -							
5034	Alturas de Cupey (To Be Modernized)	22	A&M Contract	San Juan	Type C-Modernization		2018	\$ -	\$ 19,474.00	\$ -							
5166	Brisas de Cupey (In Modernization)	13	A&M Contract	San Juan	Type A-Non-Design	Ruben Cotto	2016	\$ -	\$ 8,895.25	\$ -	X	X	X	X			
5010	Brisas del Turabo (16 Adaptable Units)	24	MJ Consulting & Development, Inc.	Caguas	Type C-Modernization		2018	\$ -	\$ 36,965.50	\$ -	X	X	X				
5011	Jardines del Paraiso (Fase II)	16	Mora Housing	San Juan	Type C-Modernization		2018	\$ -	\$ 16,000.00	\$ -							
3025	Felipe Sanchez Osorio	153	Municipio de Carolina	Carolina	Type C-Modernization		2017	\$ -	\$ 91,963.20	\$ -	X	X					
TOTALS		969						\$ 800,875.93	\$ 698,656.68	\$ 3,654,184.63							

# ACCESSIBILITY IMPROVEMENT PLAN STAGE II

Table #2: Long Term Projects (834 Units)

RQ Number	Name of Residential Complex	Municipality	No. of Units	Expected Certification	Design Cost Estimate	Third Party Cost Estimate	Construction Cost Estimate
1008	Dr. Manuel (Ramón) De La Pila Iglesias	Ponce	48	2018	\$ 225,600.00	\$ 216,000.00	\$ 2,160,000.00
1009	Res. Pedro J. Rasaly	Ponce	15	2018	\$ 70,500.00	\$ 67,500.00	\$ 675,000.00
2001	Res. Bartolome de Las Casas	San Juan	24	2018	\$ 112,800.00	\$ 108,000.00	\$ 1,080,000.00
2002	Res. San Antonio	San Juan	8	2018	\$ 37,600.00	\$ 36,000.00	\$ 360,000.00
2010	Res. Vista Hermosa	San Juan	21	2018	\$ 98,700.00	\$ 94,500.00	\$ 945,000.00
2011	Res E. Ramos Antonini	Ponce	26	2018	\$ 122,200.00	\$ 117,000.00	\$ 1,170,000.00
2011	Res. Ernesto Ramos Antonini I	San Juan	13	2018	\$ 61,100.00	\$ 58,500.00	\$ 585,000.00
2014	Res. Las Margaritas I	San Juan	76	2019	\$ 357,200.00	\$ 342,000.00	\$ 3,420,000.00
3014	Res. Fernando Calimano	Guayama	11	2019	\$ 51,700.00	\$ 49,500.00	\$ 495,000.00
3015	Res. Matienzo Cintron	Catano	7	2019	\$ 32,900.00	\$ 31,500.00	\$ 315,000.00
3016	Res Manuel A. Pérez	San Juan	43	2019	\$ 202,100.00	\$ 193,500.00	\$ 1,935,000.00
3017	Res. Virgilio Dávila	Bayamon	21	2019	\$ 98,700.00	\$ 94,500.00	\$ 945,000.00
3019	Res. Juan Jiménez García	Caguas	12	2019	\$ 56,400.00	\$ 54,000.00	\$ 540,000.00
3020	Res. Liborio Ortiz	Aibonito	10	2019	\$ 47,000.00	\$ 45,000.00	\$ 450,000.00
3021	ISIDRO CORA	Arroyo	8	2019	\$ 37,600.00	\$ 36,000.00	\$ 360,000.00
3023	Res. Fernando Luis García	Utuado	14	2019	\$ 65,800.00	\$ 63,000.00	\$ 630,000.00
3026	Res. Zenon Diaz Valcarcel	Guaynabo	10	2019	\$ 47,000.00	\$ 45,000.00	\$ 450,000.00
3027	Res. Sta. Rita de Casia	Cabo Rojo	12	2019	\$ 56,400.00	\$ 54,000.00	\$ 540,000.00
3028	Res. Victor Berrios	Cabo Rojo	10	2019	\$ 47,000.00	\$ 45,000.00	\$ 450,000.00
3029	Res. Ignacio Morales	Naguabo	7	2019	\$ 32,900.00	\$ 31,500.00	\$ 315,000.00
3034	Res. Manuel Egipciaco	Aguada	6	2019	\$ 28,200.00	\$ 27,000.00	\$ 270,000.00
3036	Res. Antonio Davila Freyter	Barceloneta	4	2019	\$ 18,800.00	\$ 18,000.00	\$ 180,000.00
3037	Res. Villa Universitaria	Barceloneta	6	2019	\$ 28,200.00	\$ 27,000.00	\$ 270,000.00
3042	Res. Enrique Landrón	Barranquitas	6	2019	\$ 28,200.00	\$ 27,000.00	\$ 270,000.00
3044	Res. Padre Nazario	Guaynabo	6	2019	\$ 28,200.00	\$ 27,000.00	\$ 270,000.00
3045	Res. Jardines de Guaynabo	Guaynabo	5	2019	\$ 23,500.00	\$ 22,500.00	\$ 225,000.00
3047	Res Gabriel Soler	Hormigueros	3	2019	\$ 14,100.00	\$ 13,500.00	\$ 135,000.00

RQ Number	Name of Residential Complex	Municipality	No. of Units	Expected Certification	Design Cost Estimate	Third Party Cost Estimate	Construction Cost Estimate
3048	Res. La Montana	Jayuya	5	2019	\$ 23,500.00	\$ 22,500.00	\$ 225,000.00
3054	Res. San Patricio	Loiza	3	2019	\$ 14,100.00	\$ 13,500.00	\$ 135,000.00
3055	Res. Diego Zaldondo	Luquillo	6	2019	\$ 28,200.00	\$ 27,000.00	\$ 270,000.00
3056	Res. Juan Ferrer	Maricao	2	2019	\$ 9,400.00	\$ 9,000.00	\$ 90,000.00
3058	Res. José Gandara	Moca	9	2019	\$ 42,300.00	\$ 40,500.00	\$ 405,000.00
3059	Res. Tomas Sorolla	Morovis	4	2019	\$ 18,800.00	\$ 18,000.00	\$ 180,000.00
3060	Res. Candelario Torres	Naranjito	5	2019	\$ 23,500.00	\$ 22,500.00	\$ 225,000.00
3062	Res. Villa Del Caribe	Patillas	4	2019	\$ 18,800.00	\$ 18,000.00	\$ 180,000.00
3064	Res. Francisco Vigo Salas	Quebradillas	5	2019	\$ 23,500.00	\$ 22,500.00	\$ 225,000.00
3065	Res. Santa Rosa	Rincon	5	2019	\$ 23,500.00	\$ 22,500.00	\$ 225,000.00
3066	Res. José H. Ramirez	Rio Grande	4	2019	\$ 18,800.00	\$ 18,000.00	\$ 180,000.00
3067	Res. PEDRO DESCARTES	Santa Isabel	6	2019	\$ 28,200.00	\$ 27,000.00	\$ 270,000.00
3068	Res. Ramón Pérez Rodríguez	Toa Alta	4	2019	\$ 18,800.00	\$ 18,000.00	\$ 180,000.00
3069	Res. El Toa	Toa Baja	4	2019	\$ 18,800.00	\$ 18,000.00	\$ 180,000.00
3071	Res. Francisco Vega Sanchez	Vega Alta	12	2019	\$ 56,400.00	\$ 54,000.00	\$ 540,000.00
3081	Res. Ext. Manuel A. Pérez	San Juan	43	2019	\$ 202,100.00	\$ 193,500.00	\$ 1,935,000.00
3082	Res. Ramón Marín Sola	Arecibo	8	2020	\$ 37,600.00	\$ 36,000.00	\$ 360,000.00
3089	Res. Villas de Parque		5	2020	\$ 23,500.00	\$ 22,500.00	\$ 225,000.00
3098	Res. Luis del C. Echevarría	Gurabo	6	2020	\$ 28,200.00	\$ 27,000.00	\$ 270,000.00
3102	Res. Juana Matos I	Catano	18	2020	\$ 84,600.00	\$ 81,000.00	\$ 810,000.00
4004	Res. Sabalos Gardens	Mayaguez	8	2020	\$ 37,600.00	\$ 36,000.00	\$ 360,000.00
4006	Res. Cuesta las Piedras	Mayaguez	7	2020	\$ 32,900.00	\$ 31,500.00	\$ 315,000.00
4008	Res. YAGUEZ	Mayaguez	10	2020	\$ 47,000.00	\$ 45,000.00	\$ 450,000.00
5002	Res Juana Matos II	Catano	10	2020	\$ 47,000.00	\$ 45,000.00	\$ 450,000.00
5005	Res. Mar y Sol	Mayaguez	6	2020	\$ 28,200.00	\$ 27,000.00	\$ 270,000.00
5007	Res. Jdnes de Selles II	San Juan	1	2020	\$ 4,700.00	\$ 4,500.00	\$ 45,000.00
5013	Res Jardines de Contry Club	San Juan	5	2020	\$ 23,500.00	\$ 22,500.00	\$ 225,000.00
5020	Res. Dr. Pedro J. Palaou	Humacao	11	2020	\$ 51,700.00	\$ 49,500.00	\$ 495,000.00

RQ Number	Name of Residential Complex	Municipality	No. of Units	Expected Certification	Design Cost Estimate	Third Party Cost Estimate	Construction Cost Estimate
5033	Res. El Trebol	San Juan	5	2020	\$ 23,500.00	\$ 22,500.00	\$ 225,000.00
5038	Res. Las Margaritas III	San Juan	10	2020	\$ 47,000.00	\$ 45,000.00	\$ 450,000.00
5039	Res Jardines de Monte Hatillo	San Juan	28	2020	\$ 131,600.00	\$ 126,000.00	\$ 1,260,000.00
5042	Res. El Eden	Coamo	8	2020	\$ 37,600.00	\$ 36,000.00	\$ 360,000.00
5052	Res. Magnolia Gardens	Bayamon	6	2020	\$ 28,200.00	\$ 27,000.00	\$ 270,000.00
5089	Perla del Caribe	Ponce	14	2020	\$ 65,800.00	\$ 63,000.00	\$ 630,000.00
5094	Res. Las Gardenias	Bayamon	8	2020	\$ 37,600.00	\$ 36,000.00	\$ 360,000.00
5099	Res El Prado	San Juan	9	2020	\$ 42,300.00	\$ 40,500.00	\$ 405,000.00
5109	Res. Ext. Santa Elena	Yabucoa	5	2020	\$ 23,500.00	\$ 22,500.00	\$ 225,000.00
5114	Res. Covadonga	Trujillo Alto	35	2020	\$ 164,500.00	\$ 157,500.00	\$ 1,575,000.00
5121	Res. Villa Evangelina II	Manati	1	2020	\$ 4,700.00	\$ 4,500.00	\$ 45,000.00
5132	Yuquiyu	Loiza	7	2020	\$ 32,900.00	\$ 31,500.00	\$ 315,000.00
5138	Res. Villa del Rey	Caguas	8	2020	\$ 37,600.00	\$ 36,000.00	\$ 360,000.00
5143	Res Monte Park	San Juan	8	2020	\$ 37,600.00	\$ 36,000.00	\$ 360,000.00
5147	Res. Villa Evangelina IV	Manati	1	2020	\$ 4,700.00	\$ 4,500.00	\$ 45,000.00
5150	Res. Jardines de Caparra	Bayamon	14	2020	\$ 65,800.00	\$ 63,000.00	\$ 630,000.00
5175	Res. Villa Los Santos II	Arecibo	2	2020	\$ 9,400.00	\$ 9,000.00	\$ 90,000.00
5192	Res. Antigua Via	San Juan	2	2020	\$ 9,400.00	\$ 9,000.00	\$ 90,000.00
5199	Villa De Los Santos I	Arecibo	2	2020	\$ 9,400.00	\$ 9,000.00	\$ 90,000.00
5201	ALTURAS DE MONTELLANO	Cayey	4	2020	\$ 18,800.00	\$ 18,000.00	\$ 180,000.00
5215	Res. EL CORTIJO	Bayamon	1	2020	\$ 4,700.00	\$ 4,500.00	\$ 45,000.00
5226	Res. Jardines de Las Marias	Las Marias	4	2020	\$ 18,800.00	\$ 18,000.00	\$ 180,000.00
5252	Res. Los Robles	Aguada	4	2020	\$ 18,800.00	\$ 18,000.00	\$ 180,000.00
<b>Totals</b>	<b>78</b>		<b>834</b>		<b>\$ 3,919,800.00</b>	<b>\$ 3,753,000.00</b>	<b>\$ 37,530,000.00</b>



# **ACCESSIBILITY IMPROVEMENT PLAN STAGE II DETAILS**

**NOVEMBER 2015**

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# ACCESSIBILITY IMPROVEMENT PLAN

## STAGE II DETAILS

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### I. SCOPING

The scope for Stage II of the AIP contemplates the improvement to over 800 dwelling units in projects modernized between 1988 and 2004. In addition to this PRPHA shall make the required improvements to the non-housing programs in 154 projects (all projects modernized since 1988) and 11 regional offices.

For this stage we also had the divide in project types:

- **Stage II Type A** (72 housing projects): Projects modernized after 2004 (Stage I) that will require improvements to non-housing programs to reach compliance.
- **Stage II Type B** (79 housing projects): Projects modernized after 1988 that will require improvements to housing and non-housing programs to reach compliance.
- **Stage II Type C** (3 housing projects): Projects that are, or are to begin comprehensive modernization.
- **Stage II Type D** (11 Service Offices): Central and regional PRPHA offices that are required to be in full compliance.

### II. TASK ANALYSIS

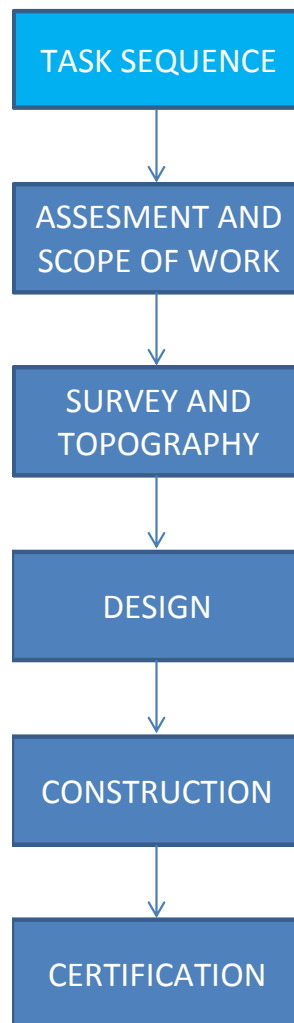
In order to begin development of this plan we first had to determine the tasks required to bring these projects into compliance and their sequencing. This task sequence will later determine the resources, time and budget requirements for the AIP.

The proposed task sequence (see figure 1) will require five steps prior to the certification of the housing and non-housing programs:

1. Assessment and Scope of Work: The stage requires that each project's non-housing and/or housing programs be assessed to determine the



accessibility issues and develop a detailed scope of work for the required improvements.



**Figure 1: Task Sequence**

2. Survey and Topography: Based on the findings of the assessments, and the availability of detailed plans, surveys may be, and most likely will be required to prepare detailed elevation and as-built plans for each project. These plans are necessary in order to properly address the non-housing programs.
3. Design: With the information provided by the assessments and as-built plans an A/E Firm may begin the process of developing the construction and improvements plans for each project.

4. Construction: With construction plans completed, contractors may be hired to perform the improvements required to bring these units into compliance.
5. Certification: As projects are improved Third Party Certifiers shall inspect and certify compliance of non-housing and/or housing projects.

### III. RESOURCE REQUIREMENTS

For each task different resources will be required to perform the required works (see figure 2). These resources shall be the professionals responsible for each stage, which is an important consideration given that each service requires a procurement process that must be factored in to determine the time requirements for the AIP.

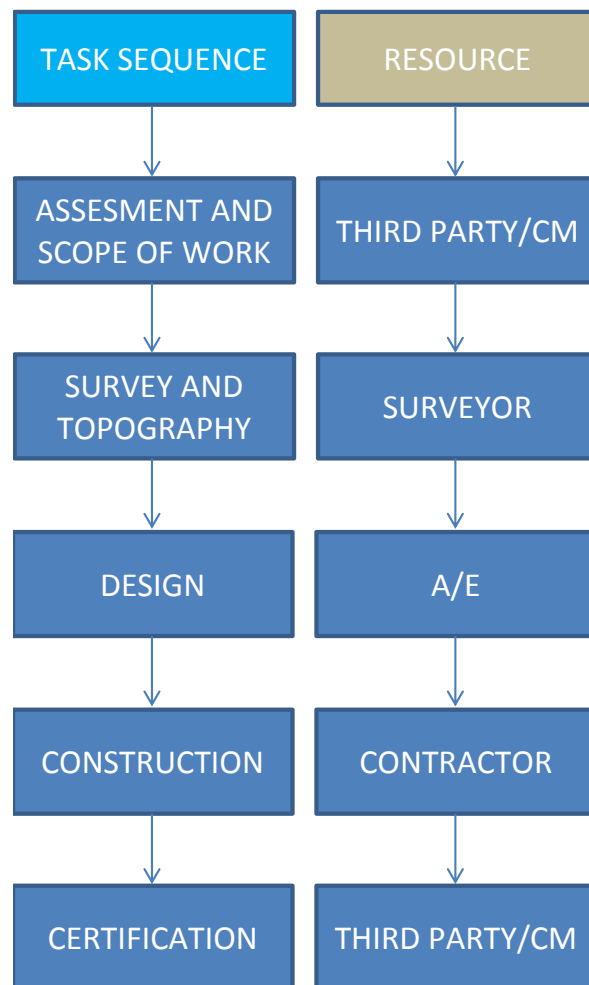


Figure 2: Resources Required by Task

As shown in figure 2, there will be a need for the services of four different professionals:

1. Third Party: This service shall be performed by an A/E firm responsible for the assessment and scope of works. This firm shall also be responsible for the final certification of compliance of these units.
2. Surveyors: Professional surveyors must be hired to survey and develop the required as-built plans.
3. A/E Firm: This professional shall be responsible for developing the construction and improvement plans for each project.
4. Contractors: Shall be responsible to performing the construction works in conformance with the plan developed by the A/E firm.

#### **IV. TIME REQUIREMENTS**

The implementation of the AIP is to be done in a traditional timeline which will require three different procurement processes: Third Party (which will include surveyor), A/E Firm and Contractor; and considering that each process usually takes between 8 to 12 months these alone would require 2 to 3 years.

In order to significantly reduce this timeframe we propose using the current RFQ for A/E Firms for the Third Party Certifier and implementing a design-build process for the construction works. This will allow for a much more expedited process by limiting the procurements required.

As shown in figure 3 given the time considerations for the procurement processes and delivery of work, allowing for 18 months for the development of assessments and 36 months for construction (using multiple firms and contractors) the expected final delivery of housing and non-housing programs should be around 60 months.

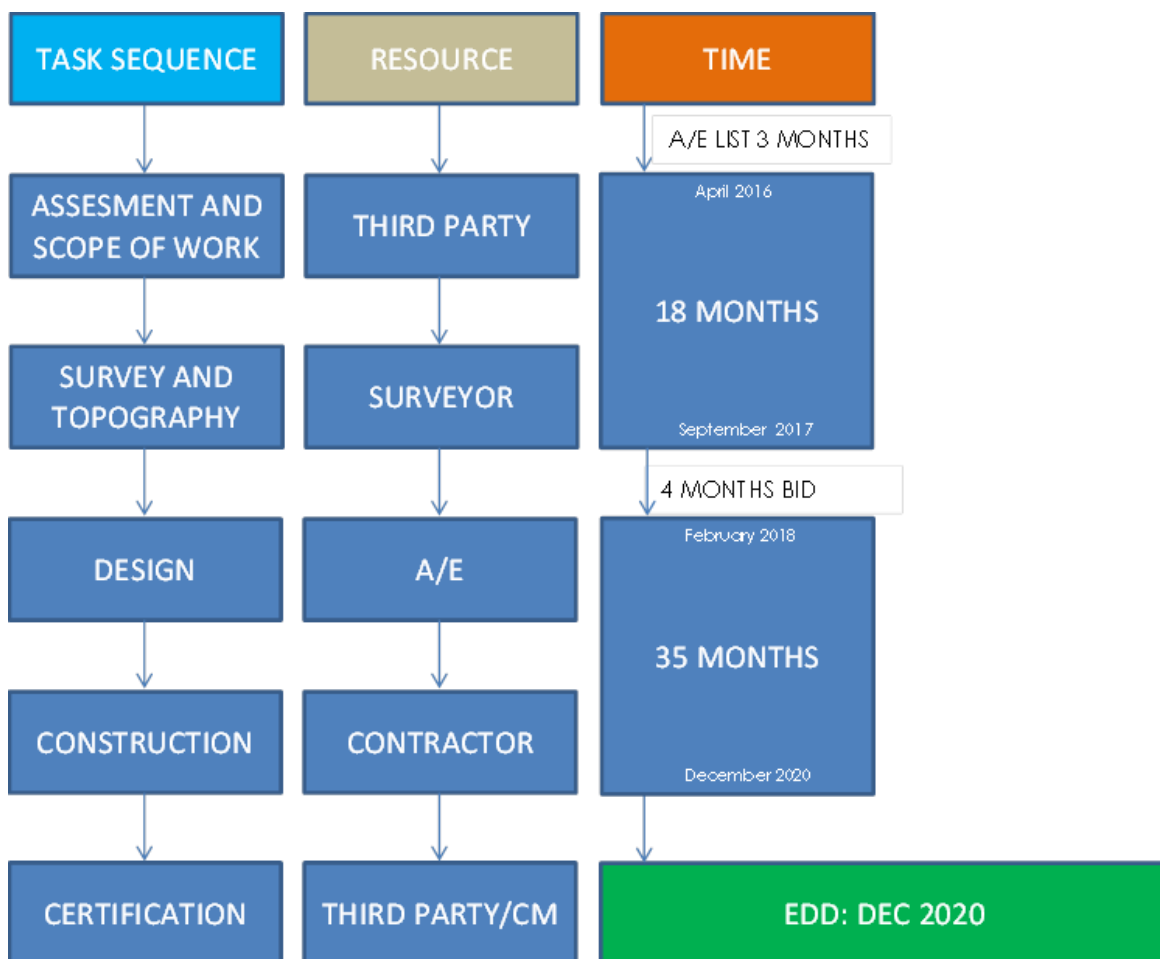


Figure 3: Expected Timeline

## V. BUDGET REQUIREMENTS

For the determination of the budget requirements of the AIP each task was estimated independently, using our previous and current experiences as a benchmark for establishing the expected costs.

- I. **Third Party Services (\$9.0M):** This analysis is based on the expected workload for the services and a flat fee for the certification of compliance.
  - a. Assumptions:
    - i. It would take a team of three people 5 workdays to complete the assessment of each project. This is 1 Engineer/architect and 2 Assistants for an average rate per person of \$30/hr.

- ii. To prepare the report and scoping requirements allow a team of two (engineer/architects) 10 workdays at \$30/hr to complete the reporting and documentation and one draftsman 3 work days at \$20/hr for plans.
  - iii. For services during construction 15 visits per project were set as the baseline which includes periodic supervision visits, punch lists, pre-construction meetings, etc.
- b. Cost Analysis:
  - i. Planning Stage(\$31k):
    - 1. Pre-asessment:  $154\text{projects} \times 1\text{day} \times 2\text{hrs} \times 2\text{persons} \times \$50/\text{hr} = \$31\text{k}$
  - ii. Assessments and Scoping (\$1.8M):
    - 1. Initial Assessment:  $154\text{projects} \times 5\text{days} \times 8\text{hrs} \times 3\text{people} \times \$40/\text{hr} = \$740\text{k}$
    - 2. Drafting:  $154\text{projects} \times 3\text{days} \times 8\text{hrs} \times 1\text{draftman} \times \$20/\text{hr} = \$74\text{k}$
    - 3. Scoping and Reporting:  $154\text{ projects} \times 10\text{ days} \times 8\text{hrs} \times 2\text{ people} \times \$40/\text{hr} = \$985\text{k}$
  - iii. Survey & Topo (\$3.00M):
    - 1. Services:  $151\text{ projects} \times \$20,000 = \$3.00\text{M}$
  - iv. Construction Services (\$954k):
    - 1. Project Visits:  $154\text{ projects} \times 15\text{visits} \times 8\text{hrs} \times 2\text{ person} \times \$40/\text{hr} = \$1.50\text{M}$

**TOTAL COST** =  $\$31\text{k} + \$1.8\text{M} + \$3.00\text{M} + \$1.5\text{M} = \$6.161\text{M} + 35\%$  (average O&P) = **\$9.0M**

- II. **Construction Stage (\$38M - \$43M):** This analysis is based several site visits and improvement works completed and/or proposed to determine an average cost to bring any given housing and non-housing program into compliance:

- a. Housing Program (\$17M - \$22M): For this analysis we visited two housing projects modernized between 1988 and 2003 to determine an overall scope of work. These were:

- i. RQ 3102 Juana Matos (modernized 2002)

ii. RQ 5013 Jardines de Country Club (modernized 1995)

The outcome of these visits was that all required extensive ramp improvements at the units, as well as extensive bathroom improvements, kitchen replacements and interior circulation improvements. The cost to repair these items, based on the reasonable accommodations that have been completed are:

- i. RQ 3102 Juana Matos (modernized 2002)
  - a. Ramps - \$7,000.00
  - b. Balcony Extension - \$3,000.00
  - c. Laundry Extension - \$3,000.00
  - d. Cabinets - \$1,500.00
  - e. Bathroom Improvements – \$1,500.00
  - f. Total: \$16,000 + 25% O&P = \$20,000.00**
- ii. RQ 5013 Jardines de Country Club (modernized 1995)
  - a. Ramps (on grade) - \$5,000.00
  - b. Bathroom Improvements - \$3,500.00
  - c. Cabinets - \$1,500.00
  - d. Kitchen Re-sizing (structural mods) - \$10,000.00
  - e. Total: \$20,000 + 25% O&P = \$25,000.00**

In addition, we are currently in the process of improving a total of 14 dwelling units in Res. Enrique Zorilla in the municipality of Manati. These improvements were designed by Eng. Jose I. Cabiya and PRPHA allocated a total of \$300k for these units, for an average cost per unit of \$21,000.00.

Therefore using this data we estimate that the cost of improvement per dwelling unit to be between \$20k - \$25k, for a total investment on housing programs of **\$17M - \$22M.**

- b. Non-housing Program (\$16.5M): For this analysis we used the costs from reasonable accommodations and modernizations to average out the cost of improving a project site as a factor of total units. This way we could use that average cost and multiply it by the total number of units. These projects were:
  - i. Res. Los Alejandrinos: Improvements to site ramps and units which impacted about 20% of the site at a cost of \$48k,

therefore the entire project would be somewhere around \$240k (not including offices, community center, etc.). The total number of units for this project is 294 for an average of \$816 per unit.

- ii. Res. Zenon Diaz Varcancel: Improvements to site ramps and units which impacted about 20% of the site at a cost of \$32,000.00, therefore the entire project would be somewhere around \$160k (not including offices, community center, etc.). The total number of units for this project is 200 for an average of \$800 per unit.
- iii. Res. Rafael Hernandez Kennedy: Project in modernization whose cost to improve ramps, parkings, etc is around \$160k (not including offices, community center, etc.). The total number of units for this project is 190 for an average of \$847 per unit.

Using the average cost of \$800 per unit and adding about 25% to address the issues in the assembly and public areas, we assume an average cost of \$1,000 per unit. Given that there are a total of 16,482 units in the projects to be improved the expected total investment in the non-housing program shall be:

**Non-Housing: 16,482 x \$1,000.00 = \$16.5M**

- III. A/E Design Services (4.62M): The cost for these services is estimated as a percentage of the construction costs. Assuming the total construction cost of \$38.5M (housing and non-housing), at a 12% design fee, this would amount to **\$4.62M**.

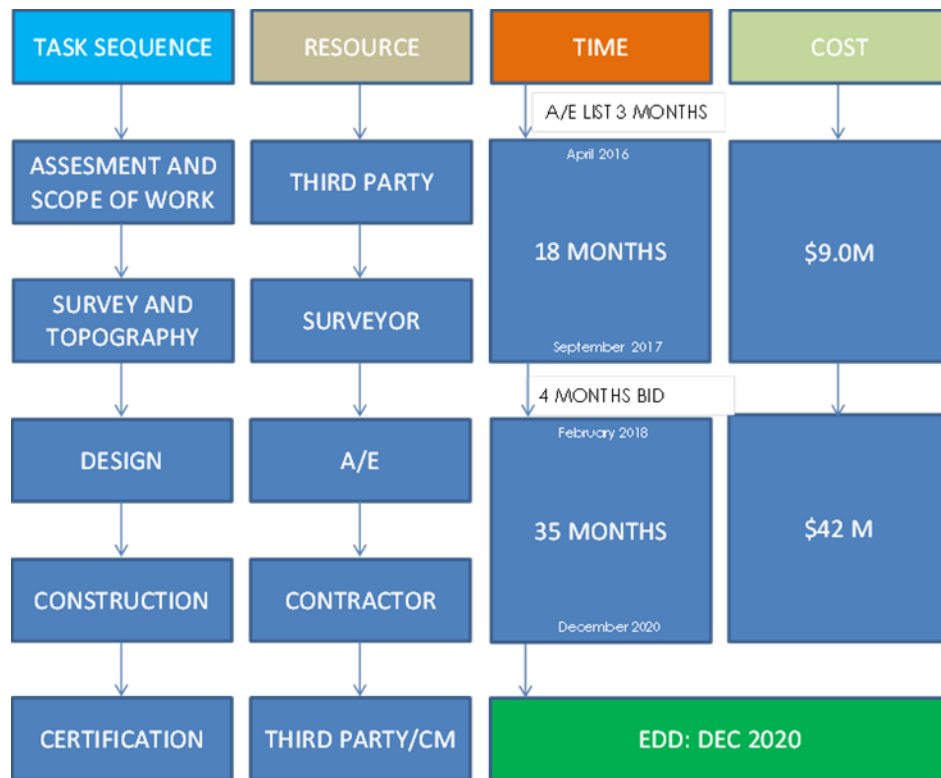


Figure 2: Final Plan Outline

The total estimated cost for Stage II of the AIP is around \$50M which is to be funded by the Operating Reserves as approved by the Office of Public and Indian Housing on October 2015.

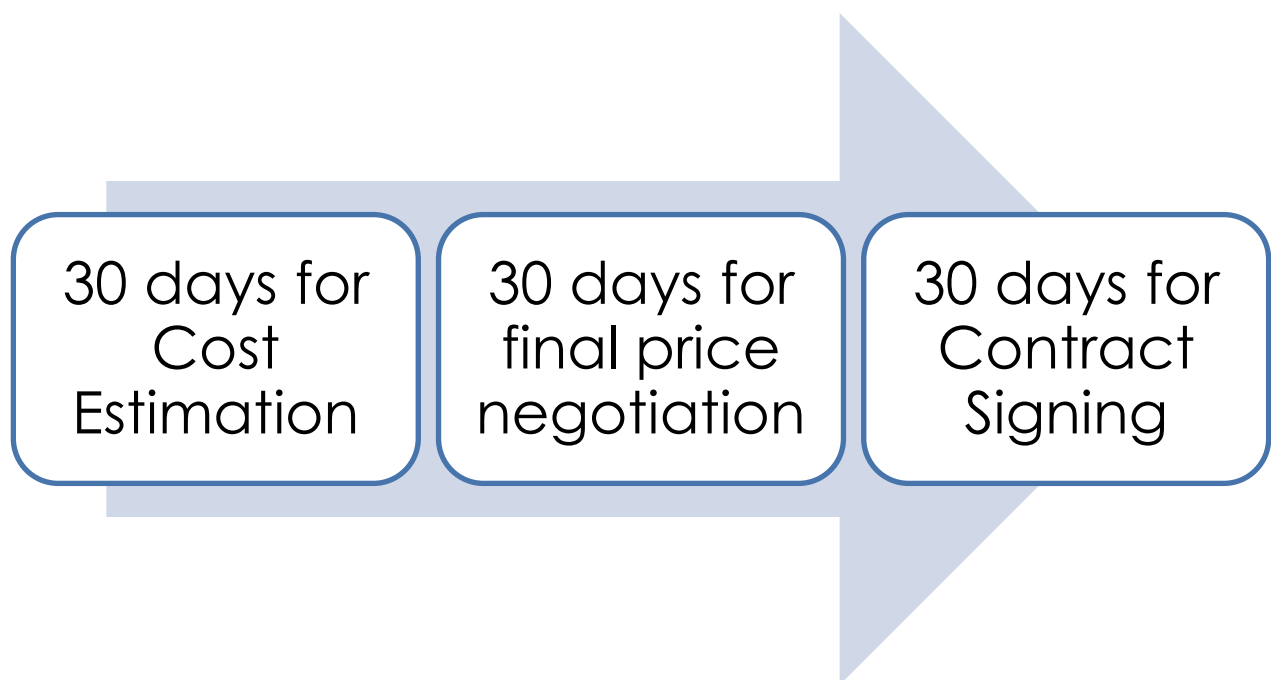
## VI. PROCUREMENT PROCESSES

For the implementation of the AIP we contemplate two types of procurement processes:

1. RFQ List for A/E Services
  - a. Third Party Certifier
2. RFP for Construction Services

The first process is to use the current RFQ lists for A/E Services to select the firms that will serve as Third Party Certifiers, which currently has 17 firms available. This methodology will allow for an expedited procurement process which may take a few as 90 days as per the following timeline:





**Figure 3: Procurement Timeline A/E Services**

This timeframe contemplates that PRPHA's governing board pre-approves the AIP and contracts needed to be awarded in order to avoid, as per our procedures, waiting for each Board meeting to submit the contracts for approval. This will ensure the swiftness of the process by limiting the amount of bureaucratic steps needed for final approval.

This process will also be used for contracting the A/E firms needed for the design works.

With regards to the constructions works a traditional bidding process will be undertaken through the Management Agents. This option will further allow a more expedited procurement process which should require about four to five months from initial RFP publication to Notice to Proceed as per the timeline pictured below. Contracting through the Management Agents will also allow for simultaneous bidding processes because the contracting workload is distributed among all agents instead of relying solely on our central procurement office.



Figure 4: Construction RFP Timeline

## VII. PROJECT ORGANIZATION

As stated previously, the proposed AIP scope is designed to address 154 housing projects, as well as the regional offices provided by PRPHA. These projects are categorized by the type of works required to bring into compliance which are:

- **Type A** (72 housing projects): Projects modernized after 2004 (Stage I) that will require improvements to non-housing programs to reach compliance.
- **Type B** (79 housing projects): Projects modernized after 1988 that will require improvements to housing and non-housing programs to reach compliance.
- **Type C** (3 housing projects): Projects that are, or are to begin comprehensive modernization.
- **Type D** (11 Service Offices): Central and regional PRPHA offices that are required to be in full compliance.

The AIP is to be divided into three main phases: Assessment, Design and Construction. Where the projects will be distributed among several firms based on the type of Project for the assessment and design phases (see figure 7).

At the assessment phase the projects will be distributed among five A/E Firms who will be our Third Party Certifiers. Two of which will address the Type A projects and three will address the Type B, C and D projects. At the design phase 10 A/E firms will be responsible for the development of the construction documents, where 4 firms will work on the Type A projects and 6 will work on Type B,C and D projects.

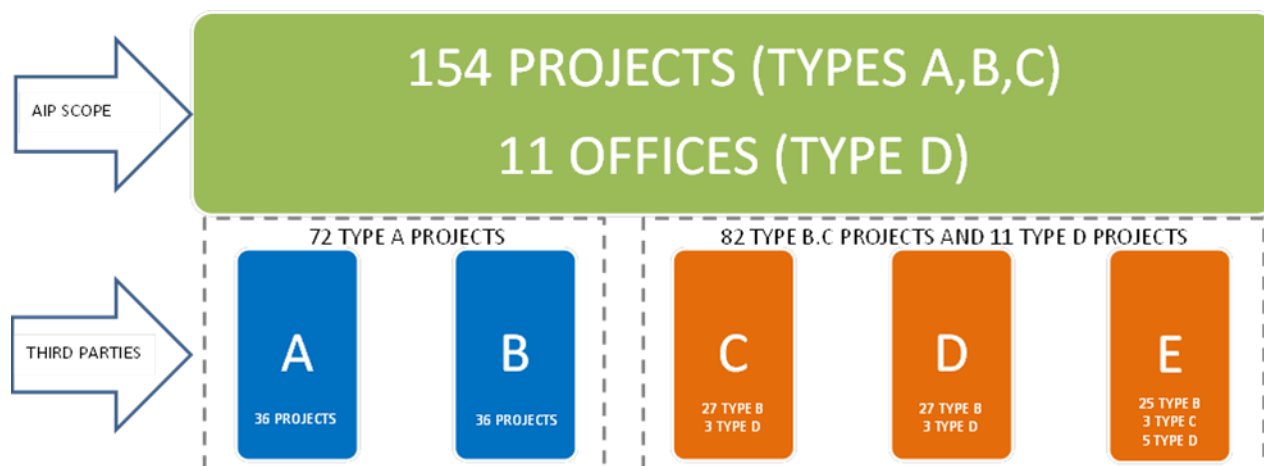


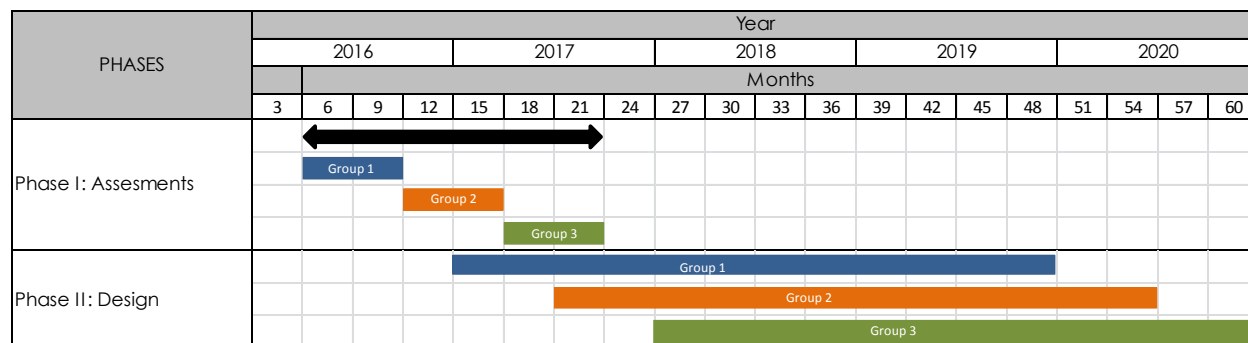
Figure 5: AIP Project Organization

At the construction phase, work shall be distributed per Management Agent, where the procurement for the works shall be administered by the Management Agents as stated in section VI. Each Management Agent will perform a single procurement process for all the projects in the AIP that are under their contract, but will, in concurrence with PRPHA, be able to assign all projects to a single contractor or select multiple contractors depending on the quantity of projects, complexity of the projects and the resources of the contractors.

## VIII. PROJECT TIMELINE AND MANAGEMENT

As stated in the previous section, the AIP is divided into two sequential phases (Assessment and Construction), where each is dependent on the completion of the preceding phase. This means that construction cannot proceed without completing the assessments.

With such a tight timeframe of 60 months each phase's works will need to be divided into three groups (approximately 50-55 projects per group), where the firms shall be given three different timetables to deliver all projects. This will allow us to begin the Design and Construction phases without having finalized the corresponding preceding phase (see figure 8).



**Figure 6: AIP Proposed Timeline**

This methodology will provide some flexibility within the plan and allow us address operational issues that may arise in while working with the first group of projects and correct in subsequent groups.

Nevertheless it is important to consider that, in order to maintain constant workflow throughout the Phases as stated in section VIII, each Group must contain all the projects for any given Management Agent. If not, Management Agents will need to coordinate multiple procurement processes for the construction phase. For example: If Agent X has projects in groups 1 and 3 they will be receiving two sets of construction documents within 12 months; if Agent X has projects only in group 1, then all their construction documents will be received in one delivery.

## **APPENDIX G: CLARIFICATION OF ACCESSIBILITY STANDARDS**

## **CLARIFICATION OF ACCESSIBILITY STANDARDS**

Whenever any of the below-listed conditions are met, units will be regarded as compliant for purposes of satisfying the accessibility requirements of the VCA executed between HUD and PRPHA.

### **1. Bathroom door swing in renovated dwellings**

Standard 603.2.3 of the 2010 ADA standards provides that where the toilet room or bathing room is for individual use and a clear floor space complying with standard 305.3 is provided within the room beyond the arc of the door swing, doors shall be permitted to swing into the clear floor space or clearance required for any fixture. Additionally, standard 305.3 of the 2010 ADA standards requires a minimum clearance of 30 inches by 48 inches. Therefore, renovated units' bathroom doors may swing into the clearance of bathroom fixtures if a clear floor space of no less than 30 inches by 48 inches is provided beyond the swing of the door.

### **2. Centering of water closet from adjacent side wall in retrofitted units**

UFAS standards' 18 inch centerline is an exact requirement that leaves no room for construction deviations which do not adversely impact accessibility. However, standard 604.2 of the 2010 ADA standards provides a range for water closets' centerline positioning by stating that water closets are to be positioned with a wall or partition to the rear and another to the side, from which the water closet's centerline shall be between 16 inches and 18 inches. As a result, when space does not permit full 18 inches under UFAS's absolute centerline requirement there may be a 2 inch tolerance ranging from 16 inches up to 18 inches.

### **3. Small renovated bathrooms in modified units**

When retrofitting small bathrooms in existing housing, the accessibility of the water closet, lavatory and/or bathtub may be maximized, and a minimal floor space clearance of 30 inches by 48 inches may be achieved inside the bathroom and beyond the bathroom door's swing by using either drop-down grab bars, expandable off-set hinges (which reverse the door swing), or pocket doors with over-head tracks (which free up the space taken by ordinary hinged, swinging doors by sliding doors into the walls' interior). These measures shall be allowed as long as they grant the same level of accessibility as more traditional ones, and improve bathroom configuration by creating added space for disabled residents.

As per the drop-down grab bars, these will be allowed only if they provide bariatric structural strength and fully comply with UFAS's requirements for grab bars, including mounting height standards.

### **4. Toilet paper dispensers in renovated bathrooms with drop-down lateral grab bars**

When drop-down grab bars are used to increase the accessibility of a unit's water closet as described above in clarification #3, the toilet paper dispenser may be mounted on the drop-down grab bar if no other wall or surface is within a UFAS-accessible reach range.

Under no circumstance shall this tolerance apply if a disabled tenant or new admission were to require or need a UFAS-compliant grab bar arrangement.

5. Width of corridor outside small renovated bathroom with outwardly swinging door

When modifying a small bathroom in an existing unit, its accessibility may be enhanced by swinging the bathroom door outward into an adjacent corridor, only when such corridor is at least 42 inches wide and observes each of the maneuvering clearances established under standard 404.2.4 of the 2010 ADA standards.

6. Kitchen counters and work surfaces in retrofitted units

Per UFAS § 4.34.6.4, only one section of the counter must provide a work surface that is mounted no more than 34 inches above finish floor (“AFF”), as measured from the ground to the counter top. In the alternative, one section of the counter may be adjustable or replaceable as a unit to provide alternative heights of 28 inches, 32 inches and 36 inches, measured from the top of the counter surface. For further details, reference should be made to UFAS § 4.34.6.4 and Figure 50.

7. *Cul de sac* kitchens in retrofitted units

Under UFAS §4.34.6.1, a minimum clearance of 60 inches for T-shaped wheelchair turns must be provided between the opposing base cabinets, counter tops, appliances or walls of U-shaped kitchens. This includes kitchens which end in a wall or small pantry/closet creating a *cul de sac* framed by appliances, counters and/or walls and with only one point of ingress and egress. The UFAS-required 60” diameter space for T-shaped turns may be achieved in U-shaped or *cul de sac* kitchens where a 36 inch wide space is provided beneath the counter surface or sink, as long as the location for making the T-shaped wheelchair turn is not flush against the base wall of the *cul de sac*.

Should there be no room for such T-shaped turns, then pursuant to UFAS §4.34.6.1 at least 40 inches of distance shall be provided between the opposing sides of the kitchen’s base cabinets, counter tops, appliances or walls.

8. Two bedrooms must be on an accessible route

In dwelling units with two or more bedrooms, at least two bedrooms must be accessible and located on an accessible route, pursuant to UFAS §4.34.2(15)(c) and HUD’s Notice PIH 2010-26 (HA).

9. Upper kitchen cabinets

In conformity with UFAS Figure 50(b), the lowest shelf of units’ upper kitchen cabinets must not be more than 48 inches AFF. This requirement applies only to the lowest shelf of the upper cabinet.

As a design alternative, the following may be provided pursuant to UFAS §A4.34.6.10: “Full height cabinets or tall cabinets can be provided rather than cabinets mounted over work counters. Additional storage space located conveniently adjacent to kitchens can be provided to make up for space lost when cabinets under counters are removed.”

## 10. Controls and operating mechanisms

UFAS § 4.2.5 and standard 308 of the 2010 ADA must be observed in both new construction and renovated units. Consequently, if the clear floor space of light switches, ceiling fan wall controls and other switches only allows for forward approach and reach, then the operating portion of such controls must be mounted no higher than 48 inches AFF and no lower than 15 inches. If the 48 inch high forward reach of such control is over an obstruction or protruding object, then reach and clearances must meet the dimensions specified in UFAS Figure 5(b) and standard 308.2.2 of the 2010 ADA.

If however a side approach and reach is possible, then the operating portion of such light switches, ceiling fan wall controls and other control fixtures shall be mounted either in conformity with UFAS § 4.2.6 and Figure 6, or with standard 308.3 and 309 of the 2010 ADA.

## 11. Circuit breakers and/or fuse boxes in retrofitted units

The operating portions of circuit breakers and/or fuse boxes must comply with UFAS § 4.2.5 and standard 308 of the 2010 ADA if they only allow for forward approach and reach. If however a side approach and reach is possible, then the operating portion of such breakers or fuse boxes must be mounted either in conformity with UFAS § 4.2.6 and Figure 6, or with standard 308.3 of the 2010 ADA.

PRPHA may elect to either lower breakers and/or fuse boxes so their operating portions meet the height requirements of UFAS and the ADA, or install a circuit interrupter or master switch at a UFAS-ADA compliant height thereby allowing wheelchair users to immediately shut down all electrical discharges in case of emergency, until a building maintenance worker can arrive to service the dwelling. Were PRPHA to elect the circuit interrupter or master switch option, then both the management agent and site administrator for the project in question would have to certify that their maintenance staff will respond to such service requests in a timely manner or within two hours.

## 12. Shower curbs

Pursuant to standard 608.7 of the 2010 ADA, thresholds in roll-in and transfer type showers shall be no more than ½ inch high and beveled, rounded or vertical. However, a 2 inch high threshold may be permitted only in existing housing units with transfer type showers where providing a ½ inch high threshold would disturb the structural reinforcement of the floor slab.

## 13. Accessibility of additional bathrooms in 504 dwellings

All bathrooms in UFAS units that were built after March 13, 1991 must be usable and meet the FHAct's accessibility conditions, as established in Chapter 7, Part B of the FHAct's Design Manual. Among other things, all such bathrooms must provide the following: an accessible route to the bathroom and throughout its interior area; a 32-inch nominal bathroom entry width; accessible switches, outlets and controls; reinforced walls; wheelchair maneuvering and clear floor space within the bathroom and to its fixtures. As per the wheelchair maneuvering and clear floor space requirement, dwelling units containing more than one bathroom of which one meets the requirements of Specification A of the FHAct's Design Manual must all comply with the wheelchair maneuvering and clear floor space requirements of Specification A. In dwelling units



containing more than one bathroom of which one meets the requirements of Specification B, only one bathroom must meet the wheelchair maneuvering and clear floor space requirements of Specification B. However, in both instances (Specifications A and B), all bathrooms within the dwelling unit must still be on an accessible route, have doors with a nominal 32-inch clear opening, have switches, outlets, and controls in accessible locations, and provide reinforced walls.

In addition, in UFAS units that were built after July 11, 1988, at least one full bathroom must comply with the bathroom accessible requirements of UFAS § 4.34.5, including providing an accessible route to the bathroom and throughout its interior area.

## **APPENDIX H: APPROVAL RESOLUTION FROM PRPHA'S GOVERNING BOARD**



**JUNTA DE GOBIERNO  
ADMINISTRACIÓN DE VIVIENDA PÚBLICA  
RESOLUCIÓN NÚMERO 2016-057**

**Nosotros**, Miembros de la Junta de Gobierno de la Administración de Vivienda Pública por la presente resolvemos:

***“Autorizar e instruir exclusivamente al Presidente de la Junta de Gobierno, el Arq. Alberto Lastra Power, la negociación, la firma y la ejecución del Acuerdo Voluntario para el Cumplimiento ó Voluntary Compliance Agreement, (VCA) con la Oficina de Fair Housing Enforcement Office, (FHEO).”***

***“El Presidente podrá realizar, autorizar, enmendar o modificar acuerdos de presupuestos relacionados al tema del VCA y aquellos que puedan mejorar los porcentos de ocupación en las unidades residenciales que conlleven fondos capitales sujeto a que se presente dichos acuerdos una vez al mes mediante un informe de sus actuaciones en representación de la Junta según instruido mediante esta Resolución.”***

Esta Resolución fue emitida mediante aprobación mayoritaria de los Miembros de la Junta de Gobierno de la Administración de Vivienda Pública de conformidad con lo establecido en el Artículo VI, Sección 9 del Reglamento de la Junta de Gobierno de la Administración de Vivienda Pública.

En San Juan, Puerto Rico a 21 de abril de 2016.

