

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

CONCILIATION AGREEMENT BETWEEN

**Redacted** and Mobile Housing Board  
HUD Case Number 04-15-1143-8/4

&

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

MOBILE HOUSING BOARD  
MOBILE, ALABAMA

Authority: Section 504 of the Rehabilitation Act of 1973  
Review Number: 04-17-R001-4

Authority: Title II of the Americans with Disabilities Act of 1990  
Review Number: 04-17-R001-D

Authority: Title VI of the Civil Rights Act of 1964  
Review Number: 04-17-R001-6

Authority: Section 3 of the Housing and Urban Development Act of 1968  
Review Number: 04-17-R001-3

MOBILE HOUSING BOARD  
VOLUNTARY COMPLIANCE AGREEMENT  
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AND

MOBILE HOUSING BOARD

I. INTRODUCTION

The United States Department of Housing and Urban Development (Department or HUD) pursuant to its law enforcement responsibilities under Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d-1, and implementing regulations at 24 C.F.R § Part 1 (Title VI) and Part 100 (Fair Housing Act), and Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and implementing regulations at 24 CFR § 135, conducted a compliance review (review) of the Mobile Housing Board (MHB or Recipient), during the week of August 28 through September 1, 2017. The purpose of the review was to determine whether MHB administers its Low-Rent Housing Program and Housing Choice Voucher Program (HCVP) in compliance with the laws and regulations.

The review was carried out in three parts:

- (1) Review of files and other records, in-house and on-site;
- (2) Surveys of administrative offices, common areas and designated Uniformed Federal Accessibility Standards (UFAS), and reasonably accommodated/partially accessible units; and
- (3) Interviews of staff and tenants.

The Department finds that MHB is in noncompliance with the statutory and regulatory requirements of Section 504, ADA, and Section 3. The specific findings of each portion of FHEO's reviews are listed below under the respective headings. This agreement also resolves the pending Title VI compliance review and addresses issues relating to the Letter of Findings issued in the case, **Redacted** v. Mobile Housing Board, HUD case no. 04-15-1143-8.

## II. GENERAL VCA PROVISIONS

- A. This Voluntary Compliance Agreement (VCA) applies to all Federally funded projects under the housing programs, related facilities, and programs or activities that the MHB, its agents, successors, and assignees or beneficiaries owns, controls, operates or sponsors.
- B. This Agreement does not affect the obligation of the MHB to have all programs, facilities, activities and policies in compliance with Title VI, and the MHB's obligations to Affirmatively Further Fair Housing (AFFH); nor does it address whether the entirety of MHB's operations are in compliance.
- C. The effective date of this Agreement is the date of the last signature in Section XII. This Agreement shall be binding on all the officers, trustees, directors, agents, employees, and successors or assignees of the MHB and HUD. This Agreement shall remain in effect until the MHB has satisfactorily completed the provisions set forth in this Agreement; or for a minimum of 3 years after the effective date of this Agreement or no later than May 31, 2021, whichever is greater. Notwithstanding these provisions, MHB may request that HUD terminate this Agreement within the 3-year period if the MHB believes it has satisfactorily completed the provisions of this Agreement.
- D. The MHB's Annual and Five-Year Plans must be consistent with the requirements of this Agreement. The MHB shall amend those Plans, as necessary, to ensure the adoption of the requirements of this Agreement, including policies with respect to tenant selection and assignment; and planning and completion (including reservation of sufficient funding) of modifications to housing units, the MHB Administrative Office and the MHB's Non-Housing Programs, to provide accessibility for persons with disabilities. To the extent the plans and this agreement are inconsistent, this agreement shall be controlling.
- E. The MHB agrees to refrain from discriminating against any person in violation of Section 504, Title VI, Section 3, and the Fair Housing Act, and to refrain from retaliating against any person who has exercised his/her civil rights; has participated in any manner with respect to the above-referenced compliance review; or participated in any manner in protecting the civil rights of the MHB's residents.
- F. 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, Title VI, 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.
- G. This Agreement does not affect the ability of HUD or the MHB to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- H. This Agreement is a public document upon the effective date of signing of this Agreement. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the law. The MHB shall provide a copy of this Agreement to any person upon written request.

- I. The MHB shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with the Privacy Act, and the State of Alabama's Public Records Act. In no event will public disclosure include personally identifiable information regarding applicants or residents, if such disclosure violates the Federal Privacy Act.
- J. 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 MHB's obligations, responsibilities, or technical requirements under Section 504, the ADA, UFAS, Section 3, Title VI, and/or the Fair Housing Act conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.
- K. 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.
- L. This Agreement does not affect any requirements for the MHB to comply with all requirements of Section 504, the ADA, Section 3, Title VI, and/or the Fair Housing Act not addressed in this Agreement.
- M. The MHB shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.
- N. The MHB will provide in alternate formats, upon request, all notices correspondences and/or communications that this Agreement requires to be disseminated. See 24 C.F.R. § 8.6.
- O. This Agreement and the requirements herein are controlling in the event that HUD orders the MHB to provide a lesser number of units accessible to individuals with disabilities than the requirements stated in this Agreement.
- P. The Department may increase the minimum 5 percent and additional 2 percent requirement, as set forth in Section IV of this Agreement, if the Department determines, pursuant to 24 C.F.R. §§8.22 (c) and 8.23(b)(2), that the needs of income eligible persons with disabilities for UFAS-Accessible Units exceeds five percent and additional two percent. See also 24 C.F.R. §§8.25 (c).
- Q. This Agreement, including the UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, shall serve as MHB's Transition Plan with respect to and in compliance with the provisions of programs for persons with disabilities. See 24 C.F.R. §§8.21 (c)(4), 8.24 (d) and 8.25 (c).
- R. All covered multifamily dwellings built for first occupancy after March 13, 1991, shall also be designed and constructed to comply with the Fair Housing Act. See 42 U.S.C. §3604(f)(3)(c).

- S. The parties understand and agree that no amendment to, modification of, or waiver of any of the provisions in this Agreement pursuant to Section 504, Title II, Title VI, and Section 3 shall be effective to amend, alter, modify, or revise the terms and conditions of this Agreement unless all signatories or their representatives or successors who will be affected by the proposed amendment, modification, or waiver agree in writing to the amendment, modification, or waiver. Further, the parties understand and agree that no amendment to, modification of, or waiver of any of the provisions in this Agreement shall be effective to amend, alter, modify, or revise the terms and conditions of this Agreement unless authorized by the appropriate HUD official and when necessary, all governmental and corporate signatories or their representatives or successors who will be affected by the proposed amendment, modification, or waiver agree in writing to the amendment, modification, or waiver.

## II. DEFINITIONS

Accessible — When used with respect to the design, construction, or alteration of housing and non-housing programs, "accessible" means that 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) and, where applicable, the Americans with Disabilities Act Standards (ADA Standards), meet the minimum standards for compliance and is accessible. See 24 C.F.R. §§ 8.3; 8:32; 28, C.F.R. § 35.

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".)

Administrative Office - The MHB's Main Office, 151 S. Claiborne St, Mobile, AL 36602.

Affirmatively Furthering Fair Housing (AFFH) – a jurisdiction's obligation to conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

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

Application Sites - The MHB's Main Office, 151 S. Claiborne St, Mobile, AL 36602; Oaklawn Homes, 1010 Baltimore St, Mobile, AL 36605; Central Plaza Towers, 300 Bay Shore Ave, Mobile, AL 36607; Frank W. Boykin Towers, 1600 Michigan Ave, Mobile, AL 36605; Downtown Renaissance I, 350 Bloodgood St, Mobile, AL 36603; Orange Grove Homes, 200 Bloodgood St, Mobile, AL 36603; Thomas James Place, 1555-A Eagle Drive, Mobile, AL 36605; Gulf Village Homes, 108 N. Fairport Drive, Prichard, AL 36610; R.V. Taylor Plaza, 1367 S. Ann St, Mobile, AL 36605; Renaissance Gardens, 600 Joachim St, Mobile, AL 36603;

Emerson Gardens, 759 Palmetto Street, Mobile, AL 36602; and The Renaissance, 450 Bloodgood St, Mobile, AL 36603.

Assistance Animals - 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 MHB'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. Assistance animals, often referred to as "service animals," "assistance animals," "support animals," or "therapy animals," perform disability-related functions.

Auxiliary Aids - Service that enables 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 involved. See C.F.R. § 8.3.

Business concern- A business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor - any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Development - The whole or one or more MHB-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 December 17, 2018.

Employment opportunities generated by Section 3 covered assistance - All employment opportunities arising in connection with Section 3 covered projects (as described in §135.3(a)(2)), including management and administrative jobs connected with the Section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing development - Low-income housing owned, developed, or operated by Public Housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

Metropolitan area - a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

Mobile Housing Board (MHB) - The officers, directors, agents (including contract employees), private management agents/companies, employees and successors or assigns of the MHB programs.

New hires - full-time employees for permanent, temporary or seasonal employment opportunities.

Non-Housing Programs - All or any MHB-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks passageways, parking lots, restrooms, 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, entrances, the MHB on-sites offices which is defined separately as "Administrative Office", centers, corridors, hallways, restrooms, meeting rooms, recreation rooms, senior citizens, social service offices, mail delivery, laundry rooms/facilities and trash disposals. Furthermore, Non-Housing Programs including any aid, benefit or service provided by the MHB, policies, administrative procedures, services, and non-tangible matters whose operation contributes to the application for housing, full enjoyment of housing, and full participation in the MHB's housing programs. To the extent that entrances, elevators, and common areas provide accessible routes and connects dwelling unit 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.

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.

Recipient - Any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 - Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern - a business that meets one of the following conditions: (1) that is 51 percent or more owned by Section 3 residents; (2) whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "Section 3 business concern."

Section 3 covered activity - Any activity which is funded by Section 3 covered assistance.

Section 3 covered assistance

- (1) Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act;
- (2) Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- (3) Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- (4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
  - (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
  - (ii) Housing construction; or
  - (iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract - a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

Section 3 clause - The contract provisions set forth in §135.38.

Section 3 resident - (1) A public housing resident; or (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended, and who is: (i) A low-income person, as this term is defined in Section 3(b) (2) of the 1937 Act (42 U.S.C. 1437a (b) (2)). Or (ii) A very low-income person, as this term is defined in Section 3(b) (2) of the 1937 Act (42 U.S.C. 1437a (b) (2)).

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 50% or more of the value of the element of the building or facility involved. See UFAS § 3.5.

Subcontractor - Any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance or arising in connection with a Section 3 covered project.

UFAS - Effective July 11, 1988, the design, construction, or alterations of buildings to ensure conformance §§ 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 and on an Accessible Route, as defined in this Agreement. The accompanying Non-Housing Programs must also be accessible unless MHB 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.

VCA - The Voluntary Compliance Agreement is an agreement which voluntarily resolves the problems found and documented during the review under Section 504, Title II, Title VI, and Section 3.

### III. SPECIFIC SECTION 504/ADA REQUIREMENTS AND PROVISIONS

The MHB owns, operates and controls public housing consisting of housing and non-housing programs that includes, but is not limited to, parking lots, common entrances, management offices, laundry rooms, common areas, corridors, hallways, elevators, mail box centers, and trash dumpster areas. The MHB receives funding under the Low-Income Public Housing program (LIPH), Housing Choice Voucher Program (HCVP), and the Section 8 Substantial Rehabilitation Loan Program (Section 8) to operate, maintain and make capital improvements to MHB properties.

The MHB is subject to Federal civil rights laws and regulations under Section 504 and the ADA. HUD's review included a review of the MHB's application and admission process; tenant selection and assignment policy and procedure as it relates to Section 504/ADA; the designated accessible housing units, including common areas; and, housing and non-housing programs and activities. In addition, HUD conducted an accessibility review of the MHB's Central Office and the administrative offices located at each scattered site. HUD's review included an examination of the MHB's waiting list, resident applications, and reasonable accommodation requests. HUD also reviewed all of MHB's current policies and procedures. Finally, HUD conducted interviews with the MHB residents and staff.

HUD's review revealed deficiencies related to the physical accessibility of the common areas and individual units, as well as deficiencies in the MHB's policies and procedures. HUD's compliance review revealed the MHB failed to comply with provisions of Section 504 and ADA and implementing regulations at 24 C.F.R. Part 8 and Section 3. The non-compliance consisted of, but is not limited to:

- (1) Lack of an approved Reasonable Accommodations Policy in place that provides guidance about making accommodations for persons with disabilities in rules, policies or services;
- (2) Underutilization of the accessible units by persons who need the features of the units and a denial of housing benefits for persons with disabilities who require reasonable accommodations;
- (3) Failure to follow physical accessibility report for administrative offices, common areas and units;
- (4) Lack of opportunity for tenants and applicants to request reasonable accommodations or modifications;
- (5) Lack of units that meet the minimum 5 percent of the total dwelling units being accessible for persons with mobility impairments and an additional 2 percent of the units in such a project being accessible for persons with hearing or vision impairments;
- (6) Lack of having accessible dwelling units distributed throughout the MHB sites available in a sufficient range of sizes and amenities;
- (7) Need to take nondiscriminatory steps to maximize the utilization of accessible units by individuals whose disability requires the accessibility features of the particular unit;
- (8) Inoperable hearing-impaired devices at hearing and visual accessible units;
- (9) MHB staff's lack of sufficient knowledge of HUD's civil rights requirements necessary to ensure compliance with the above statutes; and
- (10) MHB staff's lack of Fair Housing Training.

As a result of the compliance review HUD and the MHB agree to enter into this Voluntary Compliance Agreement. Further, on September 21, 2017, HUD issued a Letter of Determination of noncompliance in a separate but related fair housing case (i.e., Curtis vs. Mobile Housing Board, HUD Case Number: 04-15-1143-4). The MHB agrees to enter into this VCA in order to address the issues raised in the Letter of Determination to ensure compliance with its responsibilities under the aforementioned authorities; and facilitate conversion of its properties to the Rental Assistance Demonstration (RAD) program.

Also, the MHB as part of the OIG Initial Repayment Plan, and as a good faith gesture, allocated \$114,000.00 dollars to be used specifically for 504 improvements at the following developments: Downtown Renaissance- (\$61,500.00); Renaissance Gardens- (\$19,200.00); and The Renaissance- (33,300.00).

A. Relief for Complainant **Redacted**

To fully and finally settle the discrimination complaint filed by Complainant [Redacted] (HUD Case Numbers 04-15-1143-8/4), MHB agrees to take the following actions as set forth below:

- a) MHB agrees to pay \$117,500 via a check payable to [Redacted] and [Redacted] Esquire, within (30) calendar days of the effective date of this Agreement. A copy of the check shall be sent to [Redacted] Conciliator via email at [Redacted]@hud.gov. MHB also agrees to issue [Redacted] a Housing Choice Voucher to be delivered to Complainant [Redacted] within (14) calendar days of the effective date of this Agreement.
- b) The parties stipulate and represent that Complainant is [Redacted] years of age, having been born on August [Redacted] and therefore Complainant has a life expectancy of [Redacted] years, according to the Standard Ordinary Mortality Table approved by the Alabama Secretary of State. Complainant's life expectancy equals approximately [Redacted] months (or [Redacted] weeks). The net proceeds to Complainant after subtracting an attorney's fee of \$47,000, is SEVENTY THOUSAND FIVE HUNDRED AND NO/100 (\$70,500) DOLLARS which equals a monthly benefit to Complainant of \$196.10 for the rest of Complainant's life expectancy.
- c) The parties agree, and [Redacted] understands that the issuance of the Housing Choice Voucher does not entitle her to any special privileges or concessions and that her continued participation in the program is contingent upon her compliance with any and all applicable rules and regulations.

#### B. Voluntary Compliance Agreement Administrator

1. Within 30 days of the effective date of this Agreement, the MHB will appoint an Acting Voluntary Compliance Agreement Administrator (VCA Administrator).
2. Within 100 days of the effective date of this Agreement, MHB shall hire or appoint a permanent VCA Administrator.
3. Upon selection of the new VCA Administrator, the MHB shall provide HUD with the name of the individual selected to serve in that capacity.
4. The VCA Administrator will report directly to the Executive Director of the MHB.
5. The MHB shall have a VCA Administrator for the duration of this Agreement.
6. The VCA Administrator will be responsible for coordinating all compliance activities under this Agreement. Specifically:
  - i. Implement the provisions of this Agreement;
  - ii. Coordinate the activities of the MHB personnel who will assist the VCA Administrator in implementing this Agreement; and
  - iii. Submit all reports, records and plans required by this Agreement to HUD by the due dates set forth in this agreement.
7. The MHB shall commit sufficient resources so that the VCA Administrator can successfully accomplish these objectives.

8. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, the MHB shall designate an Acting VCA Administrator within 15 days of this resignation or termination notice of the VCA Administrator. Upon designation, the MHB shall provide HUD with the name of the individual selected to serve as the Acting VCA Administrator.
9. Within 100 days of the termination or resignation of the VCA Administrator, the MHB shall select a new VCA Administrator. Upon designation, the MHB shall provide HUD with written notice of the new VCA Administrator.

C. Section 504/ADA Coordinator

1. Within 100 days of the date of execution of this Agreement, MHB shall identify its Section 504/ADA Coordinator to perform the following functions:
  - i. Coordinate the MHB's compliance with Section 504 and HUD's implementing regulations;
  - ii. Coordinate MHB's compliance with Section 504 and the ADA;
  - iii. Coordinate with the MHB's VCA Administrator, as referenced in Paragraph IV. (A), on the implementation of the provisions of this Agreement.
2. The MHB will provide documentation that the individual serving as the Section 504/ADA Coordinator must have prior experience that demonstrates knowledge of and expertise concerning Section 504, the ADA, the regulations implementing those statutes, and applicable accessibility standards.
3. Upon selection, MHB shall provide HUD with the name and contact information of the individual selected to serve as the Section 504/ADA Coordinator and a copy of the Section 504/ADA Coordinator's resume and/or curriculum vitae.
4. In the event that the Section 504/ADA Coordinator resigns or is otherwise terminated prior to the expiration of this Agreement, the MHB shall:
  - a. Within 14 days of the Section 504/ADA Coordinator's resignation or termination, designate an Acting Section 504/ADA Coordinator. Upon designation, the MHB shall provide HUD with the name and contact information of the individual selected to serve as the Acting Section 504/ADA Coordinator.
  - b. Within 100 days of the resignation or termination of the Section 504/ADA Coordinator, the MHB shall hire or appoint a new Section 504/ADA Coordinator with prior experience demonstrating knowledge of and expertise concerning Section 504, the ADA, the Fair Housing Act, the regulations

implementing those statutes and applicable accessibility standards. MHB shall provide HUD with the name and contact information of the individual selected to serve as the Section 504/ADA Coordinator.

#### D. Housing Programs

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

- a. The MHB may meet its numerical accessible unit guidelines through the construction of new or conversion (“modernization”) of existing units. If conversion is selected, 135 of its 2696 units must be converted to UFAS compliant units for the mobility impaired, and an additional 54 to hearing and visually impaired units. If new units are constructed, 135 UFAS compliant and an additional 54 units for the hearing and visually impaired as UFAS-Accessible, subject to the requirements of the UFAS-Accessible Unit Plan, referenced in Section IV. (D)(2)(a).
- b. The construction or conversion of the UFAS-Accessible Units and Hearing and Visually Impaired units shall commence no later than 100 days following HUD's approval of the MHB's UFAS-Accessible Unit Plan, described in Section IV. (D)(2)(a).
- c. The MHB must demonstrate the completion of the construction or conversion of its 135 physically accessible housing units and 54 hearing and visually impaired units, as described in Section IV. (D)(1)(a) in accordance with HUD's approval of MHB's UFAS-Accessible Unit Plan.
- d. Unless otherwise agreed to by HUD pursuant to HUD's approval of the MHB's UFAS Accessible Unit Plan, described in Section IV. (D)(2)(a), MHB will demonstrate the completion of the following;
  - i. Forty-five physically accessible units and 18 hearing and visually impaired units described in Paragraph IV. (D)(2)(a), no later than 1 year from HUD's approval of MHB's UFAS-Accessible Unit Plan the effective date of this Agreement;
  - ii. Forty-five physically accessible units and 18 hearing and visually impaired units described in Paragraph IV. (D)(1) (a) no later than 2 years from HUD's approval of MHB's UFAS-Accessible Unit Plan the effective date of this Agreement; and
  - iii. Forty-five physically accessible units and 18 hearing and visually impaired units described in Paragraph IV. (D)(1) (a) no later than 3 years from HUD's approval of MHB's UFAS-Accessible Unit Plan.

- iv. In the event that MHB elects to convert any units, which may result in the approved UFAS-Accessible Unit Plan extending beyond three (3) years of the effective date of this Agreement, MHB agrees to be bound by the terms of this Agreement until the numerical accessible unit requirement is accomplished.
- e. The MHB shall take reasonable steps to reserve sufficient funding to achieve the annual rates for completion of UFAS-Accessible Units as set forth in Section IV. (D)(1)(d). Except in the event of a natural disaster, Act of *God, force majeure* or other such emergency requiring immediate expenditures. Insufficient funds will not excuse the MHB's obligations to perform any of the obligations required pursuant to this Agreement. Accordingly, MHB may request an extension of any deadline for other reasonable modifications prior to the targeted date.
- f. If, at any time MHB has cause to believe that it will not be able to meet the annual production rates for a particular year as outlined in Paragraph IV. (D)(1)(d), above or as otherwise agreed to by the parties, MHB shall notify HUD of the reason and provide supporting documentation including proposed production schedules for the remaining term of the Agreement, HUD will review the notification and documentation.
- g. A UFAS- Accessible Unit will not be deemed completed under Paragraph IV. (D)(1) until the Non-Housing Programs serving that unit are accessible to persons with disabilities. MHB's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate MHB's work to ensure achievement of both non-housing program accessibility and the production of UFAS-Accessible units. The Non-Housing Programs Accessibility Plan, referenced in Paragraph IV. (E)(1) below, will identify those Non-Housing Programs that are currently inaccessible to persons with disabilities and coordinate the timeframes for completion of modifications to the Non-Housing Programs and UFAS-Accessible Unit Plan.
- h. Nothing in this Agreement diminishes the MHB'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.

## 2. UFAS-Accessible Unit Plan

- a. Within 100 days of the effective date of this Agreement, the MHB will have solicited and selected a certified 504 Design Consultant for preparation of construction documents within the next 90 days from such selection, so that the MHB will then submit for HUD's review and approval, its UFAS-Accessible

Unit Plan. HUD will provide the MHB with its approval, or comments, within 45 days of receipt of both the MHB's proposed UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan.

- b. The Plan will be in an MS EXCEL spreadsheet or compatible format and include the following information: (1) Total number of UFAS-Accessible Units to be converted or certified annually; (2) bedroom size distribution for proposed UFAS-Accessible Units; (3) the percentage of all UFAS-Accessible Units; (4) current occupancy status of any units to be modified; (5) relocation plan for any currently occupied units; (6) vacancy rates; (7) crime rates in and around MHB; and interim timeframes and benchmarks for meeting annual rates, as set forth in Paragraph IV. (D)(1)(d).
- c. The UFAS-Accessible Unit Plan shall also include the following: (1) accessible common areas, planned or existing, at each development including, but not limited to, accessible routes and elevators, parking, offices, community centers, meeting spaces, recreation centers, laundry facilities, mailboxes and trash collection sites; and (2) common areas that are currently inaccessible.
- d. If the MHB proposes to modify as UFAS-Accessible fewer than 5 percent of the units, then MBH shall provide, for HUD's review and approval, a detailed description and supporting documentation regarding structural impracticability and/or undue financial and administrative burden. The number of UFAS-Accessible Units may not exceed 25 percent of the total units.
- e. Pursuant to 24 C.F.R. § 8.26, the UFAS-Accessible Units to be completed pursuant to this Agreement shall be to the maximum extent feasible and subject to reasonable health and safety requirements:
  - i. distributed throughout the MHB's developments; and
  - ii. available in a sufficient range of sizes and amenities so that qualified individuals with disabilities have a choice of living arrangements is; and
  - iii. as a whole, comparable to that of other persons eligible for housing assistance under the same program.

### 3. Certification of UFAS-Accessible Units

- a. Within 100 days of the effective date of this Agreement, the MHB will submit, for HUD's review and approval, the name, qualifications and experience of a 504 Design Consultant with whom the MHB proposes to contract with, who is fully certified to prepare contract documents in compliance with the Section 504/ADA modification made pursuant to this Agreement. This organization must have experience in architectural plan development, preparation, and contract administration of 504 design and construction to ensure compliance with Section 504, the ADA and the Fair Housing Act. HUD will provide its approval or

comments within 30 days of the MHB's submission of the proposed architectural/engineering firm.

- b. The HUD-approved 504 Design Consultant selected to review and certify the modifications made pursuant to this Agreement shall submit documentation to the MHB to verify that the firm maintains errors and omissions liability insurance and document that the firm's Principal will certify all firm findings made pursuant to this Agreement;
- c. Within 90 days of the MHB's completion of each of the UFAS Accessible Units according to the HUD-approved UFAS-Accessible Unit Plan, the MHB will have the HUD-approved 504 Design Consultant certify that the UFAS-Accessible Units, including accessibility to the Non-Housing Programs, comply with the requirements of UFAS, and, where applicable, ADA Accessibility Standards and the Fair Housing Act. MHB will submit this documentation to HUD as part of its Quarterly Reports. HUD reserves the right to conduct periodic on-site reviews of the completed accessible units to ensure compliance.

#### 4. Status Report for UFAS-Accessible Units

- a. MHB will submit Quarterly Reports to HUD with respect to the conversion or certification of UFAS-Accessible Units. The Quarterly Reports will provide the following information: (1) the number of UFAS-Accessible Units for which funds have been allocated; (2) the physical work that has been undertaken by unit number; and (3) the physical work that has been completed by unit number.
- b. MHB will provide a narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the HUD-approved UFAS-Accessible Unit Plan. The MHB's failure to report delays in a timely fashion will have a negative impact on HUD's consideration of any of the MHB's request(s) for adjustment(s) in annual rates or attempts to resolve or cure any alleged non-compliance pursuant to Section VIII (A).

#### E. Non-Housing Programs

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

- a. Within 150 days of the effective date of this Agreement, the MHB will submit, for HUD's review and approval, its Non-Housing Program Accessibility Plan. HUD will provide its approval, or comments, within 30 days of receipt of both the Non-Housing Program Accessibility Plan and the UFAS-Accessible Unit Plan, referenced in Section IV. (D)(2).

- b. MHB's Non-Housing Program Accessibility Plan will ensure that MHB'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, accessible routes, management and regional offices, restrooms, laundry rooms, mail delivery, trash disposal, meeting rooms, recreation rooms, and community centers. *See* 24 C.F.R. § 8.21. This plan must include accessible transportation if transportation is, or must be, provided to take persons with disabilities (including their accompanying family members and friends without disabilities) to MHB-sponsored services, program, or activities.
- c. MHB's Non-Housing Program Accessibility Plan must include: (1) specific elements to be made accessible; (2) interim timeframes and benchmarks for providing accessible Non-Housing Programs to ensure meeting the UFAS-Accessible unit production; (3) an annual timetable that coincides with the UFAS-Accessible Unit Plan, not to exceed three years for completion of the approved work; and (4) identification of the source of the funding to accomplish each task. The Plan must include the designated accessible common areas at each development, including, but not limited to, accessible routes, parking, offices, community centers, meeting spaces, recreation centers, laundry facilities, mailboxes, trash collection sites, and common areas that are currently inaccessible. If accessibility to Non-Housing Programs cannot be achieved in a development due to structural infeasibility and/or an undue financial and administrative burden, the MHB will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or an undue financial and administrative burden.
- d. The Non-Housing Programs that serve the UFAS-Accessible Units produced under the HUD-approved UFAS-Accessible Unit Plan, as referenced in Section IV. (D)(2), must be accessible before the UFAS-Accessible Units will be deemed completed to comply with the annual production rates of UFAS-Accessible Units as set forth in Section IV. (D)(1). MHB's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate MHB's work to ensure achievement of both non-housing program accessibility and the production of UFAS-Accessible Units.

2. Administrative Office and Application Site Accessibility Plan:

- a. Within 210 days of the effective date of this Agreement, MHB will submit, for HUD's review and approval, its Administrative Office and Application Accessibility Plan to make the MHB's offices accessible to persons with disabilities and ensure the offices comply with the relevant UFAS and ADA Accessibility Standards. HUD will provide its approval, or comments, within 30 days of receipt of the Administrative Office and Application Site Accessibility Plan.

- b. Until completion of all modifications to MHB Administrative Offices and Application Sites, MHB shall make reasonable accommodations to persons with disabilities to ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities currently located in the MHB's Administrative Office and Application Site.
- c. The Administrative Office and Application Site Accessibility Plan will include accessible routes into and throughout the MHB's programs, services and/or activities located at the Administrative Office and Application Site Offices, accessible parking and transportation stops, including accessible signage.
- d. The Administrative Office and Application Site Accessibility Plan must include accessible transportation if transportation is, or must be, provided to take persons with disabilities (including their accompanying family members and friends without disabilities) from the administrative office and application sites to MHB-sponsored programs, services or activities.
- e. The Administrative Office and Application Site Accessibility Plan must include:
  - i. specific elements to be made accessible;
  - ii. a timetable not to exceed 6 months for completing the work;
  - iii. interim timeframes and benchmarks for meeting the 6 months deadline; and
  - iv. identification of the source of funding to accomplish each task.
- f. If accessibility cannot be achieved at a particular administrative office or application sites due to structural infeasibility and/or an undue financial and administrative burden, the MHB will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or undue financial and administrative burden.
- g. Within 30 days of all completed modifications at the MHB's administrative offices and Application Sites, the MHB will provide certification, through the HUD approved independent third-party organization, as referenced in Section IV. (D)(3), that the MHB's offices comply with the accessibility requirements of the UFAS and, where applicable, ADA Accessibility Standards.
- h. HUD reserves the right to conduct periodic on-site inspections of the MHB's administrative offices and application sites to ensure that the modifications are in compliance with UFAS and, where applicable, the ADA Accessibility Standards. In addition, HUD reserves the right to ensure that the MHB's programs, services, and activities located in the administrative offices and application sites are accessible to individuals with disabilities in compliance with Section 504 and, where applicable, the ADA.

#### F. Policies and Procedures

1. Transfers Policy

- a. Within 60 days of the effective date of this Agreement, MHB shall include the following revisions to its Transfer Policies to address the transfers of residents and placement of applicants with disabilities into the MHB's UFAS-Accessible Units:
- i. Transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS-Accessible Units will be centrally coordinated through the Section 504 ADA Coordinator with the assistance of a MHB Occupancy Specialist;
  - ii. When a UFAS-accessible unit becomes available, the unit will first be offered to a current occupant with disabilities who requires the accessibility features of the vacant, accessible unit and is occupying a unit not having those features;
  - iii. If there is no current resident who requires the accessibility features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, accessible unit;
  - iv. If there is not an eligible qualified resident or applicant with disabilities, needing the features of the vacant available unit, on the waiting list 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. *See* 24 C.F.R. § 8.27. However, the MHB will require the applicant to execute the Dwelling Lease, which requires the resident to relocate to a vacant non-accessible unit within 30 days of notice by the MHB that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. *See* 24 C.F.R. § 8.27.
- b. Within 60 days of the effective date of this Agreement, MHB's Section 504/ADA Coordinator will develop and maintain a Transfer List that prioritizes the transfer of residents with disabilities over new admissions. The Section 504/ADA Coordinator will update and maintain the Transfer List on a monthly basis. The transfer list will document the following:
- i. date and time of each transfer request;
  - ii. name and address of resident(s);
  - iii. reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for an accessible unit or a unit with accessible features;
  - iv. current disposition of transfer request;

- v. date of transfer; and
- vi. name(s) of resident transferred out of a unit to accommodate a resident's disability per MHB's implantation of the Dwelling Lease that requires a resident without a disability to relocate to a vacant, non-accessible unit at MHB's expense.

## 2. Reasonable Accommodation Policy

- a. Within 60 days of the effective date of this Agreement, MHB shall implement and maintain a Reasonable Accommodation Policy, which must include a Reasonable Accommodation Log policy that documents each reasonable accommodation request. The Reasonable Accommodation Log will include: (1) date and time of the request or inquiry; (2) nature of the request or inquiry; (3) action taken on the accommodation request(s) or inquiry; (4) if the request was rejected or changes made in the requested accommodation(s); and, (5) documentation reflecting the disposition of the requests.
- b. Upon the implementation of the Reasonable Accommodation Policy, each MHB on-site manager will maintain a Reasonable Accommodation Log for each reasonable accommodation request received. The Reasonable Accommodation Log will include (1) the date and time the reasonable accommodation request was received; and (2) the date and time the site manager referred the request to MHB's Section 504/ADA Administrator for processing and disposition.
- c. No later than two business days after the on-site manager receives a request for reasonable accommodation(s), the on-site manager shall forward the reasonable accommodation request(s) to the Section 504/ADA Coordinator for review, processing and disposition.

## 3. Reporting Requirements:

- a. MHB shall develop and submit to HUD, Quarterly Reports as referenced in paragraph IV. (D)(4) above, the policies and procedures revised pursuant to Paragraphs IV. (D)(4), of this Agreement as follows:
  - i. Transfer Data showing: (1) each transfer of residents without disabilities out of accessible units; (2) each transfer of applicants and residents with disabilities into accessible units; (3) the occupancy of accessible units by residents with disabilities; (4) the number of persons on MHB's waiting list who require accessible units; and (5) the total number of accessible units specifying the number that are vacant and the number occupied by residents who do not require the accessible features of the unit.
  - ii. Reasonable Accommodation Policy: A narrative description of each reasonable accommodation request and/or inquiry, including: (1) date and time of the request or inquiry; (2) nature of the request or inquiry; (3) action taken on the

accommodation request(s) or inquiry; (4) if the request was rejected or changes made in the requested accommodation(s); and (5) documentation reflecting the disposition of the requests. The narrative will also reflect any preference(s) indicated by a resident for either remaining in the current unit during modification(s) or transferring to an alternate accessible unit.

## G. Employee Education

### 1. General

- a. The MHB shall train its current and new employees, including contract employees and the MHB's Hearing Officer, who have contact with applicants and/or residents whose job duties include tasks related to MHB's compliance with this Agreement, Section 504, the ADA, and the Fair Housing Act and, (including their respective implementing regulations and the accessibility standards applicable to each regulation).
- b. Within 120 days of the effective date of this Agreement, the MHB shall develop an educational program with written curriculum, objectives and training schedule. HUD will provide its review and approval;
- c. The educational program will include: (i) a comprehensive description of the required training; (ii) a curriculum that is a minimum of 8 hours in length; (iii) the proposed schedule for the training sessions; and (iv) the name, resume and/or curriculum vitae of each proposed trainer.
- d. MHB 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 persons with disabilities. The proposed trainers may include fair housing specialists/contractors, private fair housing agency staff and/or disability rights advocates with expertise in training and addressing the needs of persons with disabilities. The trainers will also include the MHB's professional and management staff to address the procedural and operational aspects of this Agreement. The MHB shall videotape the initial training conducted for current employees as referenced in this Paragraph IV. (G)(2) below, for subsequent training of new employees.
- e. Within 30 days of receipt, HUD will provide its approval, or comments to MHB's proposed educational plan.
- f. The VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement.

### 2. Current Employees

- a. The MHB shall provide the HUD-approved educational program to the MHB employees involved with the admissions, occupancy, and transfer of applicants and residents, including, but not limited to, principal and administrative staff, project

managers, housing managers, housing assistants, application/occupancy specialists, and other admissions personnel, including the MHB's Hearings Officer, involved with applicants, resident services, residents or members of the public. The training will provide notice of the MHB's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, other respective implementing regulations, and the accessibility standards applicable to each regulation.

- b. Within 120 days of receipt of HUD's approval of the educational program, the MHB shall complete trainings for all current MHB employees.
- c. The MHB will invite the Resident Council(s) to participate in the training.

### 3. New Employees

- a. Within 60 days of each new employee's entry date of service, the MHB shall provide the videotaped HUD approved educational program referenced in Paragraph IV. (G)(1)(d), above, in conjunction with on-site, in-person MHB employees who shall supplement the videotaped training with interactive training for new employees;
- b. The training will inform the new employees of MHB's duties, responsibilities, and procedures under this Agreement, Section 504, the ADA, and the Fair Housing Act, and their respective implementing regulations as well as the accessibility requirements of each regulation.

### 4. Additional Training

For the duration of this Agreement, in addition to the training for the current and new employees referenced in Paragraph IV. (G)(2) and (3) above, the MHB will provide additional training to the MHB Admissions Staff, Occupancy Staff, Resident Managers, and Maintenance Staff. The annual 3-hour refresher training will reiterate the MHB's duties, responsibilities, and procedures under this Agreement, Section 504, the ADA, Title VI, and the Fair Housing Act.

### 5. Reporting

In its Quarterly Reports submitted to HUD as required in this Agreement, the MHB shall include a summary of its progress toward developing the training programs and include the dates the training sessions were conducted. For each date, the MHB shall indicate the number of persons trained the general subject matter of the training, and the names of the persons conducting the training.

### H. Publication and Notice

1. Alternate Formats:

The MHB will provide all notices, correspondence, and/or communications, disseminated pursuant to this Agreement in an alternate format, upon request. *See* 24 C.F.R. § 8.6.

2. Employee Notification-Terms of the VCA

- a. Within 30 days of the effective date of this Agreement, the MHB shall distribute a letter describing the terms of the VCA to all current MHB employees, including contract employees. The letter will provide: (1) a summary of the general provisions of this Agreement; and (2) the policy and operational changes that the MHB will be making to implement this Agreement.
- b. Within 10 business days of the entry date of each new MHB employee, including contract employees, the MHB shall provide the new employee or contract employee a copy of the letter referenced in Paragraph IV. (F)(2)(a) above.
- c. The MHB shall maintain a signed and dated receipt for each current and new MHB employee and contract employee that verifies that the individual received the letter referenced above. The MHB shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.
- d. Within 30 days of the effective date of this Agreement, the MHB shall provide a copy of this Agreement to all the MHB's Executive Staff, MHB's (Acting and Permanent) VCA Administrator, and Section 504/ADA Coordinator (Acting and Permanent).
- e. Within 30 days of the effective date of this Agreement, the MHB shall provide a copy of this Agreement to each duly elected Resident's Council or resident organization.

3. Employee Notification - Admissions, Occupancy, and Transfer Policies:

- a. In conjunction with the Employee Trainings referenced in Paragraph IV. (G), above the VCA Administrator shall distribute to all current MHB employees, including contract employees, information describing how the MHB will implement its new policies concerning admissions, occupancy and transfer procedures for applicants and residents with disabilities. This information shall consist of a copy of these policies as well as a letter explaining how the MHB will implement the policies.
- b. Within 10 business days of the entry date of each new MHB employee, including contract employees, the MHB shall provide the new employee or contract employee a copy of the information referenced in Paragraph IV. (G)(3)(a) above.
- c. The MHB shall maintain signed and dated receipts for each current and new MHB employee and contract employee that verifies that the individual received this information.

The MHB shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.

4. Employee Notification - Reasonable Accommodation:

- a. Within 30 days of the effective date of this Agreement, the administrator shall distribute a letter to current MHB employees specifying (1) the MHB's responsibilities to comply with civil rights laws and regulations set forth in this Agreement; (2) the MHB's responsibility to comply with Section 504, the ADA and the Fair Housing Act, including the responsibility to provide reasonable accommodations to persons with disabilities; and (3) provide a comprehensive explanation of reasonable accommodations.
- b. The MHB shall maintain a signed and dated receipt for each MHB employee and contract employee that verifies that the individual received this letter. The MHB shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.
- c. Each new MHB employee will receive a copy of this letter, referenced in Paragraph IV. (F)(2)(a), within ten 10 days of their entry date and will provide a signed and dated receipt that will be retained in the individual's personnel file for the duration of this Agreement.
- d. Within 30 days of the effective date of this Agreement, the MHB shall commence distribution of the revised Policies to each applicant or the applicant's designee at the time of the leasing signing and to each resident or the resident's designee during the annual recertification.
- e. Within 15 days following the completion of the MHB staff training referenced in Paragraphs IV. (G) (1), (2) and (3), the MHB shall disseminate to each head of household or the designee, a notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation Policy. MHB will send the notice by U.S. Postal Service, first class mail or by hand delivery to the households.
- f. For the duration of this Agreement, the MHB shall provide a refresher notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation Policy to each head of household, or the resident's designee, at the time of annual recertification.

5. Reasonable Accommodation Letter to Residents:

- a. Within 30 days of HUD's approval of the VCA, the MHB will provide to HUD, for its review and approval, a draft reasonable accommodation letter describing the Reasonable Accommodation Policy to be distributed to all its residents or the resident's designee. HUD will approve or modify the letter within 30 days of receipt.

- b. Within 30 days of completion of the staff training referenced in Paragraph IV. (G), MHB will send the HUD-approved letter referenced above, by U.S. Postal Service, first class mail, or by hand delivery, to all heads of households or the resident's designee. The reasonable accommodation letter shall:
- i. advise residents of their right to request reasonable accommodations/modifications, including accessible features, at the MHB's expense consistent with the MHB's Reasonable Accommodation Policy, and to request information on their need for accessible features or fully accessible units;
  - ii. include a list of different types of reasonable accommodations. For example, reasonable accommodation(s) may include, but are not limited to, documentation from the MHB 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; providing an accessible unit for individuals who use wheelchairs, or modifications to a current unit. Modifications may include, but are not limited to, installing 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, etc. The MHB shall offer these residents the option of remaining in their current unit while the MHB makes accessibility modifications in those circumstances where the unit modifications would not pose a health and safety risk to the current occupant(s) or, waiting to transfer, upon availability, to another unit that is accessible and meets the unit size requirement of the respective resident;
  - iii. advise residents that if they previously made reasonable accommodations, including accessible features, at their personal expense, 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 of reasonable costs incurred in making the modification(s), including supporting documentation, regarding accessibility features that the residents made with their personal funds;
  - iv. provide a mechanism for answering resident questions relating to the reasonable accommodation letter and the MHB's Reasonable Accommodation Policy;
  - v. provide residents with the name, address, telephone and TTY/TDD numbers of the Section 504/ADA Coordinator. The letter will also request that residents call a dedicated number for the Section 504/ADA Coordinator's Office to discuss their reasonable accommodation requests/inquiries.

## **V. SPECIFIC TITLE VI PROGRAM REQUIREMENTS & PROVISIONS**

HUD's compliance review team reviewed MHB's programs and activities to determine whether MHB is in compliance with Title VI as it relates to the application and selection process, as well as services and other benefits provided, such as maintenance and continued housing benefits. HUD's review team conducted interviews of MHB management and maintenance staff, interviewed residents, and

reviewed tenant files. During the review, HUD observed concerns that a White tenant at one development may have been treated more favorably than African American tenants with regard to the manner in which late fees were assessed for payments received beyond the 5-day grace period. In lieu of HUD conducting additional analyses and completing the Title VI review, MHB agrees to the below terms which resolves HUD's concerns.

A. Applications

It is further agreed that, within (90) days of the effective date of the Agreement, the MHB shall take the following affirmative steps with regard to dwellings which it owns or manages, in order to disestablish any existing pattern of segregated housing and employment and in order to assure equal housing opportunity and equal employment opportunity in the future.

B. Steps to assure assignment of tenants on a racially non-discriminatory basis:

1. All applications received for public housing shall be categorized according to the unit size which is appropriate for the applicant's family. A waiting list shall be maintained for new applications within each unit size category offered by the MHB.
2. All applications for public housing shall be dated and time stamped when they are submitted. This time and date stamp shall be used for determining the priority of applications of persons equally eligible.
3. Applications which are currently on file, or which constitute a waiting list, shall be revised and organized in accordance with the above criteria.
4. All applicants for public housing shall be assigned to units on a "first-come-first served" basis in accordance with the date and time of their application, within the rent ranges established by the MHB and sanctioned by HUD; provided however, that MHB, in determining qualifications, or lack thereof, of persons applying for rental housing shall not be prohibited from applying factors affecting qualifications, preferences of priority which do not involve consideration of race, color, or national origin and which have been approved by HUD, or such factors which are requested or are in conformity with directives, circulars or regulations from time to time issued by HUD.

C. Steps to Further Integrate Public Housing:

1. New Applicants

- i. Each applicant shall be offered the first available appropriately sized unit in a section in which his race does not predominate<sup>1</sup>. If more than one appropriate unit is available in a location in which the applicant's race does not

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<sup>1</sup> The word "section" as used herein shall refer to a project site or portion of a project site which is or has become identified with occupancy by members of a single race. The word "predominate" as used herein shall refer to a situation in which approximately 75% or more of the persons residing in a given project are of the same race.

predominate, the applicant shall be offered a choice of all such suitable units. If an appropriate unit is not immediately available in such location, the applicant may then be offered a choice of appropriately sized units located in sections in which the applicant's race does predominate. An applicant may refuse to accept a unit offered in a section in which the applicant's race predominates and may wait until an appropriate unit becomes available in a location in which the applicant's race does not predominate.

ii. If the applicant chooses to wait, the applicant shall not lose his/her place or priority on the waiting list by doing so.

iii. If the applicant refuses all units offered in locations in which his/her race does not predominate, other than for good cause, the applicant shall lose his/her place and be placed at the end of the waiting list.

iv. Each new applicant, at the time offered an application is to be completed, shall be advised of options under this provision, and before accepting a unit, shall be informed of the unit number of each dwelling which qualifies under this provision as available for his/her choice.

## 2. Transfer Applicants

i. Any present tenant of the MHB who resides in a unit located in a section in which his/her race predominates may apply for a transfer to an appropriately sized unit located in a section in which his/her race does not predominate. A transfer waiting list shall be maintained for each category of units offered by the MHB.

ii. Each such person who desires to transfer shall submit an application for transfer to the Office of the Executive Director of the MHB within 30 days of being notified of his/her right to do so. The application of each person shall be dated and time stamped when submitted and shall be placed on a "transfer waiting list" within the category of each size unit for which the family is eligible.

iii. Whenever a unit becomes available for which there are no candidates requiring or requesting transfer to such unit under the MHB's existing policy allowing transfers when necessary to place a tenant family in a dwelling unit of a size appropriate to the family size and composition or for health purposes, such unit shall be offered to the person with the highest priority on the "transfer waiting list" for that category, whose race does not predominate in the section in which the offered unit is located.

iv. Persons who apply to be transferred under this plan shall not be required to re-establish their eligibility for public housing and shall not be required to provide information on their transfer application other than their name,

address, race, number of persons in family, and the sex and age of family members.

D. Steps to notify present tenants, prospective tenants and the community at large of the policy of nondiscrimination.

1. In all offices in which applications are taken or in which MHB business is conducted, the MHB shall post and display a sign indicating that projects are open to all eligible persons without regard to race, color, or national origin. Such sign shall be prominently and conspicuously placed.
2. In all offices in which applications are taken or in which MHB business is conducted, the MHB shall post in a prominent place clearly visible to all applicants and potential applicants, a list of all MHB housing projects, their locations, formal designations, and popular names. Accompanying this list, there shall be a statement indicating that tenants are assigned to appropriately sized units in accordance with priorities and preferences which are not based on discrimination due to race, color, or national origin.
3. The MHB shall distribute to each current tenant a letter explaining that the MHB will be operated as a non-segregated system without discrimination based on race, color, or national origin, and explaining that in order to correct the effect of past practices alleged to be discriminatory, current tenants will be given the opportunity to apply for a transfer to a unit located in a section which was previously occupied predominantly by tenants of a different single racial group. Each such letter shall explain the portions of this plan relating to the procedures for accomplishing the transfer. Letters distributed pursuant to this provision shall also indicate that the ability to transfer is limited by the availability of appropriate units and that the application to transfer must be submitted to the Office of the Executive Director within thirty (30) days after receipt of the letter by the tenant. Each letter shall also include, as an attachment, an application form to be used in applying for a transfer.

The MHB agrees to mail, email or hand deliver to each person currently on a waiting list a letter explaining that the MHB will be operating as a non-segregated system without discrimination based on race, color, or national origin. Each such letter shall explain the provisions of Paragraph V(D)(3) in language designed to be clearly and easily understood.

The MHB will certify to the Region IV Director for Fair Housing and Equal Opportunity that the actions set forth called for in Paragraph 3 and 4 will be carried out within thirty (30) days following receipt of notice of approval of this Agreement.

The MHB agrees to give to each new applicant who submits an application, a written notice explaining that the MHB is operated on a non-segregated system without discrimination based on race, color, or national origin. Such notice shall explain the relevant aspects of this Agreement relating to tenant assignment policies, including

the right to refuse a unit as provided in paragraph V(C)(1)(i). At the time an offer is made, the applicant shall furnish a signed statement listing the units shown to him/her and indicating their choice or, if no choice was made, his/her reason for refusing each unit offered.

Each person who signs a statement or acknowledgment pursuant to this Agreement shall be given a copy of the statement or acknowledgment which he or she signed.

#### 4. Employee Notification

It is further agreed that the MHB shall undertake the following measures in order to implement this Agreement.

##### A. Instruction of Employees

1. Within ninety (90) days after receipt of notice of approval of this Agreement, the MHB shall inform each employee in person, or by general meeting of the provisions of this Agreement, including any reporting and record keeping provisions hereinafter described. Each employee shall be advised that failure to comply with the provisions of this Agreement shall subject him/her to dismissal or other disciplinary action.
2. Within ninety (90) days after receipt of notice of approval of this Agreement, the MHB shall secure from each employee a signed statement that he/she has received the instructions described in the preceding paragraph. Each such statement shall be forwarded to the Region IV Director for Fair Housing and Equal Opportunity as provided for under other provisions of this Agreement.
3. Within ten (10) days after the employment of any new employee the MHB shall provide such employee with the instructions herein described and shall secure from each person a signed statement as above described. The signed statements of each new employee shall be forwarded to the Region IV Director for Fair Housing and Equal Opportunity with the next regular periodic report.

##### B. Nonracial Assignments of MHB Personnel

Because HUD asserts, and the parties disagree, that the employment practices of the MHB tend, on the basis of race, color, or national origin, to exclude individuals from participation in, to deny them the benefits of and/or to subject them to discrimination as a result of the administration and/or management of the MHB's authority; the provisions below are included in an effort to assure equality of opportunity to, and nondiscriminatory treatment of, HUD beneficiaries pursuant to 24 CFR 1.4 of the Department's regulation.<sup>2</sup>

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<sup>2</sup> This section to be used to ensure that no employment discrimination will occur as required in 24 CFR 1.4.

1. Within ninety (90) days after the effective date this Agreement, the MHB shall submit to the Atlanta Regional Director for Fair Housing and Equal Opportunity a plan for reassignment of employees to eliminate the racial identification of work assignments. This Agreement will set out a timetable designed to transfer employees in an adequate number and selection of professional, clerical, and maintenance jobs to comparable positions at other projects, in order to achieve integrated staffing patterns.
2. The MHB agrees to fully implement upward mobility for low-rent public housing residents and agrees to implement its own adopted plan in a manner that will demonstrate its compliance plan.

C. Monitoring Compliance with the Plan

1. Ninety (90) days after the effective date of this Agreement by the Region IV Director for Fair Housing and Equal Opportunity, the MHB shall submit to the Assistant Regional Administrator for Fair Housing and Equal Opportunity, a report setting forth all steps taken thus far in conformity with the provisions of this Agreement. Such report shall include copies of all signs and notices posted pursuant to this Agreement and copies of all letters and notices sent, given, or to be sent or given pursuant, to the Agreement, together with the name and address of each recipient and the date mailed or given. Such report shall also include copies of all signed statements received from employees pursuant to paragraph II(A)(2).
2. Three (3) months following the effective date of this Agreement, and at three-month intervals for a period of one year, and every six months thereafter for two years, the MHB shall submit to the Region IV Director for Fair Housing and Equal Opportunity the following information:
  - a. The address of each unit which has been vacated during the previous three (or six, as applicable) month period, together with an indication of the date it was vacated, the date it became available for re-rental, the date it was re-rented and the number of bedrooms which the unit contains. The initial report under this paragraph shall provide the above information for all units which were vacant at the time this Agreement was adopted, as well as those vacated within three months after receipt of notice of approval of the Agreement.
  - b. The name, address and race of each person who applied for a unit during the previous three (or six, as applicable) month period, together with the following:
    1. Date application submitted;
    2. Number of persons in family;
    3. Unit size for which family is qualified;
    4. Preference or priority to which application is entitled, for reasons not related to this Agreement;
    5. If accepted for tenancy, address and size of unit assigned; date moved in;

6. If not accepted for tenancy, date applicant was so informed; reason not accepting;
  7. If accepted, but withdrew application, date of withdrawal;
  8. If accepted and placed on waiting list, date placed on waiting list and indicated of which list placed on.
3. The initial report pursuant to this paragraph shall include the name, address, race, number of persons in family and unit size for each person on a waiting list at the time of receipt of notice of approval of this Agreement, together with the date such person applied.
    - a. The name of each person previously reported as being placed on a waiting list who moved into a unit, together with the address and size of the unit and the move-in date.
    - b. The name of each applicant who, during the preceding three (or six, as applicable) month period exercised his/her right of refusal under paragraph V(C)(1)(i), together with the address of the unit or units refused.
    - c. The name, unit number, race and date of application of each tenant who applied for transfer pursuant to paragraph V(C)(1)(i) together with the size units the family qualified for.
  4. If the transfer was granted, the unit number to which he/she moved and date he/she moved. If the transfer was not granted, the current priority position of the transfer application.
    - a. Reports filed pursuant to this Agreement shall also contain a description of all affirmative steps taken during the preceding reporting period in compliance with this Agreement, including copies of all signed statements obtained from applicants or employees, and all notices or letters sent, if any.
    - b. For a period of three (3) years following the effective date of this Agreement, the MHB shall maintain and retain all records, which is the source of, or contain any of the information pertinent to its obligation to comply with this Agreement.
  5. Termination of Tenancy for Non-payment of Rent

It is further agreed that the MHB shall undertake the following measures in order to implement this Agreement.

- a. Tenants whose tenancy has been terminated for non-payment of rent shall pay the remaining balance in full within 7 days;
- b. If tenants are unable to pay remaining balance in full within 7 days, they will be given the option to enter into a repayment agreement to repay balance owed in monthly installments, within 10 days of receiving notice from MHB of the amount owed. All

tenants regardless of race, color, or national origin, will be given the same option to enter into a repayment agreement.

- c. If the tenant refuses to enter a repayment agreement; does not pay the amount owed in full; or breaches a repayment agreement, the MHB will follow its Admissions and Continued Occupancy Policy (ACOP) for terminating the tenant's tenancy as stated therein.
- d. The MHB may pursue other actions including legal actions to collect monies due from tenants only after all of the above actions have been attempted and exhausted.

#### 6. General Repayment of Rent Agreement-Down Payment Requirement

- a. Tenants with a remaining balance of monies owed to MHB may enter into a repayment agreement.
- b. The MHB will follow its repayment policy as stated in its ACOP, tenants are required to pay a down payment of 10 percent of the total amount owed.
- c. If the tenant provides evidence that a down payment of 10 percent would impose an undue hardship, the MHB may, require a lesser percentage or waive the requirement as long as all tenants regardless of race, color, or national origin, are given the same option.
- d. Any repayment agreement between the MHB and a tenant must be signed and dated by the MHB and by the head of household and spouse/co-head, if applicable.
- e. Once all repayment installments have been paid as agreed, the MHB will send acknowledgement to the tenant of its good standing.

#### 7. Title VI Voluntary Compliance Agreement Administrator

- a. Within 30 days of the effective date of this Agreement, the MHB will appoint an Acting Voluntary Compliance Agreement Administrator (Title VI VCA Administrator).
- b. Within one hundred (100) days of the effective date of this Agreement, the MHB shall hire or appoint a Title VI VCA Administrator and provide HUD with the name of the individual designated to serve as such and a copy of the Administrator's resume and/or curriculum vitae.
- c. The individual fulfilling the role of Agreement Administrator must have prior experience that demonstrates knowledge of and expertise concerning the following: Title VI and the Fair Housing Act; the regulations implementing those statutes; as well as requirements related to Affirmatively Furthering Fair Housing (AFFH).

- d. The Agreement Administrator will report directly to the MHB Executive Director and shall serve as the point of contact for the Department regarding this Agreement.
- e. The Agreement Administrator will perform the following functions:
  - 1. Coordinate the MHB's compliance with Title VI, and the Fair Housing Act, and HUD's implementing regulations, as well as compliance with the MHB's obligations to AFFH;
  - 2. Coordinate the implementation of the provisions of this Agreement;
  - 3. Coordinate the activities of the MHB's personnel who will assist with both implementation of HUD's regulations and this Agreement.
  - 4. Submit reports, records and plans required by this Agreement to the Department.
- f. Administration of this Agreement by the Title VI VCA Administrator and the successful accomplishment of the objectives laid out herein shall not be impaired by a lack of sufficient resources. The MHB shall pursue and make effective resources determinations so as to ensure the success of this Agreement. The MHB is required, absent undue hardship, to comply with the terms of this agreement.
- g. In the event the Title VI VCA Administrator resigns or is otherwise terminated prior the termination of this Agreement, the MHB shall designate an Acting Agreement Administrator within fourteen (14) days of the resignation or termination. Upon designation, the MHB shall provide HUD with the name of the individual selected to serve as the Acting Agreement Administrator.
- h. Within one hundred (100) days of the termination or resignation of the Agreement Administrator, the MHB shall select a new Agreement Administrator. Upon designation, the MHB shall provide HUD with written notice of the Agreement Administrator and a copy of the Agreement Administrator's resume and/or curriculum vitae.

## VI. SECTION 3 REQUIREMENTS AND PROVISIONS

### BACKGROUND

The purpose of Section 3 is to ensure that training, employment, contracting and other economic opportunities created as a result of the expenditure of certain financial assistance administered by HUD shall, *to the greatest extent feasible*, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons (particularly those who are recipients of government assistance for housing), and to businesses that provide economic opportunities to low- and very low-income persons.

The regulatory requirements at 24 CFR § 135 apply to Capital Fund Program assistance (hereinafter referred to as “CFP”) pursuant to section 5 of the U.S. Housing Act of 1937 (hereinafter referred to as “the Act”); and Public Housing operating assistance pursuant to section 9 of the Act.<sup>3</sup> Each recipient of Section 3 covered financial assistance has the responsibility to comply with Section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. The requirements of this part also apply to all recipients of this financial assistance, notwithstanding the amount of assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by Public Housing assistance covered by Section 3, regardless of the amount of the contract or subcontract.<sup>4</sup>

On August 29, 2017-September 1, 2017, FHEO conducted a Section 3 compliance review of MHB, which revealed that MHB failed to achieve compliance with the requirements of 24 CFR § 135 and lacked the capacity to ensure that the maximum amount of employment, training, and contracting opportunities will be provided to Section 3 residents and businesses. Specifically, HUD is issuing the following findings of noncompliance against MHB:

- Failure to ensure that staff that is responsible for administering Section 3 requirements are knowledgeable about the regulations and their obligations to implement them.
- Failure to implement procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 businesses about contracting opportunities generated by Section 3 covered assistance as set forth in 24 CFR § 135.32(a) and Official Departmental Guidance.
- Failure to notify Section 3 residents about the availability of covered training and employment opportunities in accordance with 24 CFR § 135.32(a).
- Failure to notify Section 3 businesses about the availability of covered contracting opportunities in accordance with 24 CFR § 135.32(a).
- Failure to include the Section 3 clause in its entirety in all covered solicitations and contracts in accordance with 24 CFR § 135.32(b).
- Failure to provide preference to Section 3 businesses in accordance with the order of priority found at 24 CFR § 135.36(a).
- Failure to meet the minimum numerical goals for construction contracts (i.e., 10% of the total dollar amount of construction contracts) generated during the expenditure of covered assistance in accordance with 24 CFR § 135.30.
- Failure to meet the minimum numerical goals for non-construction contracts (i.e., 3% of the total dollar amount of non-construction contracts) generated during the expenditure of covered assistance in accordance with 24 CFR § 135.30.
- Failure to meet the minimum numerical goals for employment opportunities created as a result of the expenditure of covered financial assistance in accordance with 24 CFR § 135.30.

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<sup>3</sup> See: 24 CFR § 135.3(a)(1)

<sup>4</sup> See: 24 CFR § 135.3(a)(3)(i)

- Failure to provide preference to Section 3 residents training and employment opportunities generated during the expenditure of covered financial assistance in accordance with 24 CFR § 135.34(a).

Given the strict timeframe allotted to bring this matter to resolution, FHEO has drafted this VCA to identify corrective actions that MHB must implement to achieve compliance with the requirements of Section 3 at 24 CFR § 135.

## 1. Corrective Actions

### 1. Section 3 Staff Resources

Official Departmental guidance on Section 3, states: “In order to target Section 3 residents and businesses, recipients must establish and maintain an effective Section 3 program. HUD has found that hiring a Section 3 coordinator or assigning one individual the responsibility of coordinating all Section 3 related activities to be instrumental for reaching the employment and contracting goals.”<sup>5</sup>

- a. Within one hundred (100) days from the effective date of this Agreement, MHB shall hire or appoint a qualified individual to serve as the Section 3 Coordinator. The employee should perform the following duties:
  - Notify potential contractors about their responsibilities pursuant to the Section 3 regulations for all Section 3 covered contracts;
  - Assist contractors with the development of Section 3 plans for covered contracting opportunities;
  - Ensure that effective procedures are being implemented to notify Section 3 residents throughout the Mobile Metropolitan Statistical Area (not just residents of its developments) about the availability of covered employment opportunities;
  - Facilitate the hiring of Section 3 residents by contractors and subcontractors;
  - Develop a pool of local Section 3 business concerns to receive notification about HUD-funded contracting opportunities;
  - Facilitate the award of contracts and subcontracts to Section 3 business concerns;
  - Actively encourage the participation of Section 3 residents and business concerns throughout the Mobile Metropolitan Statistical Area;
  - Monitor covered contractors and subcontractors for Section 3 compliance;
  - Document efforts to meet the minimum numerical goals for employment and contracting as set forth in 24 CFR §135.30;
  - Provide Section 3 outreach and education to covered contractors, Section 3 residents and businesses, MHB staff, and Board Members;
  - Coordinate training opportunities for covered contractors, Section 3 residents, and Section 3 business concerns; and
  - Work collaboratively with other local government agencies, community organizations, social service providers, and other community resources to meet the requirements of Section 3.

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<sup>5</sup> Source: Section 3 Frequently Asked Questions (FAQs).  
<https://www.hud.gov/sites/documents/11SECFAQS.PDF>

- b. The MHB will provide documentation that the individual serving as the Section 3 Coordinator must have prior experience that demonstrates knowledge of and expertise concerning Section 3 and the regulations at 24 CFR Part 135, contracting, procurement, workforce development, and other applicable areas.
- c. Upon selection, MHB shall provide HUD with the name and contact information of the individual selected to serve as the Section 3 Coordinator and a copy of the Section 3 Coordinator's resume and/or curriculum vitae.
- d. In the event that the Section 3 Coordinator resigns or is otherwise terminated prior to the expiration of this Agreement, the MHB shall:
  - i. Within 14 days of the Section 3 Coordinator's resignation or termination, designate an Acting Section 3 Coordinator. Upon designation, the MHB shall provide HUD with the name and contact information of the individual selected to serve as the Acting Section 3 Coordinator.
  - ii. Within 100 days of the resignation or termination of the Section 3 Coordinator, the MHB shall hire or appoint a new Section 3 Coordinator with prior experience demonstrating knowledge of and expertise concerning Section 3 and the regulations at 24 CFR Part 135, contracting, procurement, workforce development, and other applicable areas.
- e. Within one hundred eighty (180) days of hiring or appointment of the Section 3 Coordinator MHB shall provide Section 3 training to all staff, contractors, beneficiaries (i.e., Section 3 residents and businesses) and other interested parties to ensure that the maximum amount of employment, training, and contracting opportunities will be provided consistent with the regulations.

## 2. Section 3 Policies and Procedures

- a. Upon the effective date of this Agreement, MHB shall provide to the Department a copy of its current Section 3 Policies and Procedures.
- b. Within sixty (60) days of the receipt, HUD will complete its review of MHB's Section 3 Policies and Procedures and provide specific comments to MHB regarding areas of concern.
- c. MHB shall revise its existing Section 3 Policies and Procedures in accordance with the comments received from HUD and adopt a final version within sixty (60) days of receipt of HUD's comments. A copy of the revised Section 3 Policies and Procedures shall be forwarded to the Department upon execution by MHB to the address specified at VI. Reporting Compliance with this Agreement (Reports).
- d. All final documents shall clearly assert that Section 3 compliance is required by law, where applicable, and describe specific penalties that may be imposed upon subrecipients, contractors, and subcontractors for noncompliance. MHB's Section 3 Policies and

Procedures shall be offered and made available to prospective subrecipients, contractors, Section 3 residents, Section 3 business concerns and other interested persons upon request.

- e. MHB shall notify HUD of changes made to its Section 3 Policies and Procedures throughout the duration of this Agreement, within thirty (30) days of such changes being made, to the address specified in the Reports section of this Agreement.
- f. HUD reserves the right to disapprove changes made to MHB's Section 3 Policies and Procedures and to require MHB to revise its Section 3 Policies and Procedures in accordance with HUD's comments.

### 3. Reporting

- a. MHB shall timely submit Section 3 summary reports for all covered activities undertaken with Section 3 covered assistance by MHB, and its contractors and subcontractors in accordance with the Section 3 annual reporting requirements at 24 CFR § 135.90 and Departmental guidance.
- b. Section 3 Summary Report submissions shall document MHB's efforts to meet the minimum numerical goals for employment and contracting. If the minimum numerical goals are not met, MHB is required to provide a written justification explaining why it was unable to meet these goals, documentation of efforts made to meet these goals, the impediments encountered and the actions the agency will take to address the identified impediments in the future.
- c. HUD will take such justifications into consideration when making final compliance determinations. Written justifications that do not contain a valid explanation for why MHB did not reach any of the minimum numerical goals may result in subsequent enforcement actions.

### 4. Outreach and Education Efforts

- a. Within one hundred eighty (180) days of the hiring or the appointment of the Section 3 Coordinator, the Section 3 coordinator and all MHB staff that may be expected to administer Section 3 requirements and shall seek training and technical assistance on the requirements of Section 3 from HUD. HUD shall provide ongoing technical assistance to ensure MHB's compliance with this Agreement and the requirements of 24 CFR § 135.
- b. Within one hundred eighty (180) days of the effective date of this Agreement, MHB must hold an internal information session and review the provisions of this Agreement with its key managers and staff.
- c. Within one hundred eighty (180) days of the effective date of this Agreement, MHB shall submit to HUD a comprehensive Section 3 outreach and education strategy and draft materials to effectively communicate the requirements of Section 3 to all covered contractors and encourage the participation of Section 3 residents and business concerns.

- d. Within one hundred eighty (180) days of receipt of MHB's education and outreach strategy and draft materials, HUD will approve the strategy or provide specific comments to MHB regarding areas of concern. While the Agreement is in effect, MHB must receive approval from HUD to use any new or modified Section 3 materials for its outreach and education efforts.
- e. After HUD approves its outreach and education strategy and related materials, MHB must immediately engage in outreach and education efforts, especially targeting the local small business community and potential Section 3 business concerns to demonstrate that efforts are being taken to achieve compliance with this Agreement and Section 3, *to the greatest extent feasible*. At a minimum, MHB shall coordinate its outreach efforts with local chambers of commerce, building trade associations, M/WBE associations, and other organizations and agencies that engage in business development activities. MHB shall include in its monitoring reports a schedule of events and activities completed under this section, including: outcomes, impediments encountered, actions that will be taken to address identified impediments, and other information relevant to its outreach and education efforts.
- f. After HUD approves its outreach and education strategy and related materials, MHB must also immediately engage in outreach and education efforts, especially targeting Section 3 residents throughout Mobile County, AL (not just residents of its developments) to demonstrate that efforts are being taken to achieve compliance with this Agreement and Section 3, *to the greatest extent feasible*. At a minimum, MHB shall coordinate its outreach efforts with local resident advisory boards, resident advisory councils, employment agencies, community colleges, Youthbuild programs, and other community organizations. MHB shall also include in its monitoring reports a schedule of events and activities completed under this section including: outcomes, impediments encountered, actions that will be taken to address identified impediments, and other information relevant to its outreach and education efforts.
- g. HUD may, at its discretion, direct MHB to increase its outreach and education efforts or direct the agency to focus its outreach and education efforts to particular groups, organizations or a subset of Section 3 residents or Section 3 businesses. Outreach efforts for all Section 3 activities should include, but are not limited to: posting notices on its website, posting notices about employment and training opportunities in the common areas or other prominent areas of its housing developments, posting notices at job sites, notifying Section 8 Voucher holders of employment and contracting opportunities, advertising through local media, such as community television networks, newspapers of general circulation, minority owned newspapers, local business trade publications, radio advertising, and Internet media outlets (ex. Facebook, Twitter, etc.).

##### 5. Monitoring and Enforcement by MHB

MHB shall ensure that it will achieve compliance in its own operations, actively monitor and enforce Section 3 requirements for all covered contractors, and assign or designate

appropriate personnel to do so, consistent with the terms of this Agreement throughout its duration. The enforcement and monitoring process must provide a methodology capable of monitoring MHB's internal compliance with Section 3 and this Agreement. MHB shall refrain from entering into contracts with any contractor found in violation of Section 3 pursuant to 24 CFR § 135.32(d).

## **VII. RECORDKEEPING REQUIREMENTS**

- A. During the term of this Agreement, MHB 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, MHB shall maintain all MHB resident files, including applications, for residency, disability status, rental agreement or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination, along with any and all material relating to MHB's implementation of the Section 504, ADA, and Section 3 requirements of this Agreement.
- C. During the term of this Agreement, MHB shall maintain files containing documentation of its efforts to meet the following obligations of this Agreement: (1) UFAS-Accessible Unit Plan; (2) Non-Housing Program Accessibility Plan; (3) Main Administrative Office Accessibility Plan; (4) Revised Policies; (5) Employee and Resident Notifications; (6) Employee Education; (7) Employment, Training, and Contracting Opportunities provided to Section 3 Residents and Businesses; and (8) Monitoring Contractors for Compliance with Section 3.
- D. During the term of this Agreement, MHB shall maintain copies of all claims, investigative records, requests for reasonable accommodations, contract sanctions, review materials and documents related to those requests, including grievance process materials.
- E. Beginning 1 year after the effective date of this Agreement, MHB shall provide an annual report on the disposition of the above claims, requests and grievances. Upon request, MHB also will make these records available for inspection to appropriate HUD employees.

## **VIII. REPORTING AND COMPLIANCE REQUIREMENTS**

- 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 days after the weekend or holiday.
- B. For the purpose of this Agreement, the reporting materials must be mailed to the following:

With a complete copy to:

- (1) Staci Gilliam, Director  
Office of Fair Housing and Equal Opportunity  
Birmingham Field Office  
Medical Forum Building  
950 22<sup>nd</sup> Street North, Suite 900  
Birmingham, AL 35203-5301

C. Within 30 days of the effective date of this Agreement, MHB shall:

- (1) appoint an Acting Voluntary Compliance Agreement Administrator (VCA Administrator) and provide HUD with the name of the individual designated to serve as the Acting VCA Administrator. *See Paragraph IV. (A)(1).*
- (2) distribute a letter describing the terms of the VCA to all current MHB employees. The letter will provide: (1) a summary of the general provisions of this Agreement; and (2) the policy and operational changes that MHB will be making to implement this Agreement. *See Paragraph IV. (F)(2)(d).*
- (3) provide a copy of this Agreement to each MHB Department Director, Assistant Department Director, Housing Manager, Assistant Housing Manager, Asset Manager, Resident Services employees, as well as all Executive Staff and the Section 504/ ADA Coordinator. *See Paragraph IV. (F)(2)(d).*
- (4) provide a copy of this Agreement to each duly elected Residents Council member or resident organization leader. *See Paragraph IV. (F)(2)(e).*
- (5) provide to HUD, for its review and approval, a draft reasonable accommodation letter describing the Reasonable Accommodation Policy to be distributed to all its residents or the resident's designee. HUD will approve or modify the letter within 30 days of receipt.
- (6) commence distribution of the revised Policies to each applicant or the applicant's designee at the time of the leasing signing and to each resident or the resident's designee during the annual re-certification.

D. Within 160 days of the effective date of this Agreement, MHB shall:

Ensure that MHB's Section 504/ADA Coordinator develops and maintains a Transfer List that prioritizes the transfer of residents with disabilities over new admissions, according to the priorities set forth in the amended Transfer Selection Plan (TSP). The Section 504/ADA Administrator will update and maintain the Transfer List on a monthly basis. The Transfer List will document the following: (i) date and time of each transfer request; (ii) name and address of resident(s); (iii) reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s)

and/or request for an accessible unit or a unit with accessible features; (iv) current disposition of transfer request; (v) date of transfer; and (vi) name(s) of resident transferred out of a unit to accommodate a resident's disability per MHB's implementation of the *Dwelling Lease* that requires a resident without a disability to relocate to a vacant, non-accessible unit at MHB's expense. See Paragraph IV. (F)(1)(b).

- E. Within 100 days of the effective date of this Agreement, MHB shall:
- (1) hire or appoint a permanent Voluntary Compliance Agreement Administrator (VCA Administrator). See Paragraph IV. (A)(2).
  - (2) select a qualified individual to serve as MHB's Section 504/ADA Coordinator. Upon selection, MHB shall provide HUD with the name of the individual selected to serve as the Section 504/ADA Coordinator and a copy of the Section 504/ADA Coordinator's resume/curriculum vitae. See Paragraph IV. (A)(3).
  - (3) Select a certified 504 Design Consultant, and within an additional 90 days following, said certified consultant selection shall prepare for the MHB's submittal to HUD for its review and approval, its UFAS-Accessible Unit Plan for all developments. HUD will provide MHB with its approval, or comments, within 45 days of receipt of both MHB's proposed UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (D)(1). See Paragraph IV. (D)(2)(a).
- F. Within 100 days of the effective date of this Agreement, MHB shall: submit for HUD's review and approval, the name, qualifications, and experience of an independent third-party organization with whom MHB proposes to contract for the review and certification of the Section 504/ADA modifications made pursuant to this Agreement. HUD shall provide its approval or comments within 30 days of receipt. See Paragraph IV. (D)(3)(a).
- G. Within 120 days of the effective date of this Agreement, MHB shall submit, for HUD's review and approval, its Non-Housing Program Accessibility Plan. HUD will provide its approval or comments within 30 days of receipt of both the Non- Housing Program Accessibility Plan and the UFAS-Accessible Unit Plan, referenced in Paragraph IV. (E)(1), above. See Paragraph IV. (E)(1)(a).
- H. Within 120 days of the effective date of this Agreement, MHB shall submit, for HUD's review and approval, its Administrative Offices and Application Sites Accessibility Plan to make MHB's administrative offices and application sites accessible to persons with disabilities and ensures the offices comply with the relevant UFAS and ADA Accessibility Standards. HUD will provide its approval or comments within 30 days of receipt of the Main Administrative Offices Accessibility Plan. See Paragraph IV. (E)(2)(a).

- I. Within 120 days of the effective date of this Agreement, MHB shall develop an educational program with a written curriculum, objectives and training schedule for HUD's review and approval. HUD shall provide its approval, or comments, to the proposed educational plan within 30 days of receipt. See Paragraphs IV. (F)(1)(b) and (e).
- J. Within 15 days of the completion of the MHB staff training referenced in Paragraph IV. (F)(1), (2) and (3) MHB shall disseminate to each head of household, or the designee, a notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation Policy. MHB will send this notice by U.S. Postal service, first class mail. See Paragraph IV (F)(4)(e).
- K. Within 30 days of all completed modifications at MHB's Main Administrative Offices, MHB will provide certification, through the HUD-approved independent third-party organization, as referenced in Paragraph IV. (E)(2), that MHB's Administrative Offices comply with the accessibility requirements of the UFAS and, where applicable, ADA Accessibility Standards. See Paragraph IV. (E)(2)(g).
- L. Within 30 days of HUD's approval of the Reasonable Accommodation Plan referenced in Paragraph IV. (F)(2), MHB shall submit to HUD, for its review and approval, a draft reasonable accommodation letter describing the Reasonable Accommodation Policy to be distributed to all its residents, or the resident's designee. HUD will approve or modify the letter within 30 days of receipt. See Paragraph IV. (E)(5)(a).
- M. Within 30 days of completion of the staff training referenced in Paragraph IV. (G), MHB will send the HUD-approved letter, referenced in Paragraph IV. (F)(5)(b), by U.S. mail, first class, to all heads of households or the resident's designee. The reasonable accommodation letter shall:
- i. advise residents of their right to request reasonable accommodations, including accessible features, at the MHB's expense consistent with the MHB's Reasonable Accommodation Policy, and to request information on their need for accessible features or fully accessible units;
  - ii. 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 MHB 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 MHB shall offer these tenants the option of remaining in their current unit

while the MHB makes accessibility modifications; or, waiting to transfer at MHB's expense, upon availability, to another unit that is accessible and meets the unit size requirement of the respective tenant;

- iii. 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 of reasonable costs incurred in making the modification(s), including supporting documentation, regarding accessibility features that the resident made with their personal funds;
  - iv. provide a mechanism for answering resident questions relating to the reasonable accommodation letter and the MHB's Reasonable Accommodation Policy; and
  - v. provide residents with the name, address, telephone and TTY/TDD numbers of the MHB's Section 504/ADA Administrator. The letter will also request that residents call a dedicated number for the Section 504/ ADA Coordinator's Office to discuss their reasonable accommodation requests/inquiries. *See* Paragraph IV. (G)(5)(b).
- N. Within 60 days following HUD's approval of the UFAS-Accessible Unit Plan referenced in Paragraph IV. (D)(2)(a), MHB shall commence construction or conversion of the UFAS-Accessible Units. *See* Paragraph IV. (D)(1)(d).
- O. Within 60 days of each new employee's entry date of service, MHB shall provide the videotaped HUD-approved educational program, referenced in Paragraph IV. (G)(3)(a), in conjunction with on-site, in-person MHB employees who shall supplement the videotaped training with interactive training for new employees, including role-playing scenarios. *See* Paragraph IV. (G)(3)(a).
- P. Within 90 days of MHB's completion of each of the UFAS Accessible Units according to the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (D)(2) above, MHB shall provide written certification through the HUD-approved independent third-party organization, that the UFAS-Accessible Units, including accessibility to the Non-Housing Programs, comply with the requirements of UFAS and, where applicable, ADA Accessibility Standards and the Fair Housing Act. BHA will submit this documentation to HUD as part of its Quarterly Report. *See* Paragraph IV. (D)(3)(c).

- Q. Within 90 days of receipt of HUD's approval of the educational program referenced in Paragraph IV. (G)(1), MHB shall complete all training for the current MHB employees. *See* Paragraph IV. (G)(2)(b).
- R. Upon the implementation of the Reasonable Accommodation Policy:
- i. MHB shall develop and maintain a Reasonable Accommodation Log that documents each reasonable accommodation request. The Reasonable Accommodation Log will include documentation regarding: (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, including implementation date(s). *See* Paragraph IV. (F)(2)(a).
  - ii. MHB on-site property manager will maintain a Reasonable Accommodation Log for each reasonable accommodation request received. The Reasonable Accommodation Log will include: (i) the date and time the reasonable accommodation request was received; and (ii) the date and time the site manager referred the request to MHB's Section 504/ADA Administrator for processing and disposition. *See* Paragraph IV. (F)(2)(b).
- S. In conjunction with the Employee Training referenced in Paragraph IV. (G), above, the VCA Administrator shall distribute to all current employees, information concerning how MHB will implement its new policies concerning transfer procedures for applicants and residents with disabilities. This information shall consist of a copy of these policies as well as a letter explaining how MHB will implement the policies. *See* Paragraph IV. (F)(3)(a).
- T. During the first year after the effective date of this Agreement HUD and MHB will meet quarterly to discuss MHB's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with MHB's Property Managers, Voluntary Compliance Agreement Administrator, Section 504/ADA Administrator and/or other appropriate MHB personnel, with notice to the Executive Director to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement. *See* Paragraph VII. (A).
- U. Beginning 1 year after the effective date of this Agreement, MHB shall provide an annual report on the disposition of claims, requests and grievances. Upon request, MHB also will

make these records available for inspection to appropriate Department employees. *See* Paragraph V. (E).

V. Within 3 years of the effective date of this Agreement, MHB shall demonstrate the completion of the construction or conversion of the UFAS-Accessible Units, as described in Paragraph IV. (D)(1), as follows:

- i. Forty-five physically accessible units and 18 hearing and visually impaired units described in Paragraph IV. (D)(1)(d) (i), no later than 1 year from the effective date of this Agreement;
- ii. An additional 45 physically accessible units and 18 hearing and visually impaired units described in Paragraph IV. (D)(1) (d) (ii), no later than 2 years from the effective date of this Agreement;
- iii. An additional 45 physically accessible units and 18 hearing and visually impaired units described in Paragraph IV. (D)(1) (d) (iii) no later than 3 years from the effective date of this Agreement.

W. Quarterly Reports:

Upon the effective date of this Agreement and for the duration of this Agreement, the MHB shall submit quarterly reports to HUD. For purposes of this Agreement, the first Quarterly Report will be due on April 1, 2019, and will cover activity from the effective date of this Agreement to March 31, 2018. Thereafter, the reports will be due at quarterly intervals (August 1, 2019, November 1, 2019, February 1, 2020 etc.) For purposes of this Agreement, each Quarterly Report will cover the time period of the quarter ending on the last day of the month before the end of the quarter. [For example, if the Quarterly Report is due on November 1, 2019, the Quarterly Report will cover the period from July 1, 2019 through September 30, 2019.]

Beginning on April 1, 2019 and at quarterly intervals, the MHB shall:

- (1) within 90 days of MHB's completion of each of the UFAS-Accessible Units according to the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (D)(2), above, provide written certification through the HUD-approved independent third-party organization, that the UFAS-Accessible Units, including accessibility to the Non-Housing Programs, comply with the requirements of UFAS and, where applicable, ADA Accessibility Standards and the Fair Housing Act. MHB will submit this documentation to HUD as part of its Quarterly Report. *See* Paragraph IV. (D)(3)(c).
- (2) provide Quarterly Reports to document the production of UFAS-Accessible Units. The Quarterly Reports will provide the following information: (1) the number of UFAS-Accessible Units for which funds have been reserved; (2) the physical work that has

been undertaken by development name and complete unit address; and (3) the physical work that has been completed by development name and complete unit address. The Quarterly Report will also provide, for each completed unit, an 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. MHB will also provide a narrative to describe any delays encountered or anticipated in meeting the interim timeframes and benchmarks identified in the HUD approved UFAS Accessible Unit Plan, referenced in Paragraph IV. (D)(2). See Paragraphs IV. (D)(3)(4)(a) and (b).

(3) develop and submit Quarterly Reports that track the implementation of the policies and procedures revised pursuant to Paragraphs IV. (F)(1) - (3) of this Agreement, as follows:

vi. Transfer Policy: Data showing: (1) each transfer of residents without disabilities out of accessible units; (2) each transfer of applicants and residents with disabilities into accessible units; (3) the occupancy of accessible units by residents with disabilities; (4) the number of persons on MHB's waiting list who require accessible units; and (5) the total number of accessible units specifying the number that are vacant and the number occupied by residents who do not require the accessible features of the unit.

vii. Reasonable Accommodation Policy: A narrative description of each reasonable accommodation request and/or inquiry, including: (1) date and time of the request or inquiry; (2) nature of the request or inquiry; (3) action taken on the accommodation request(s) or inquiry; (4) if the request was rejected or changes made in the requested accommodation(s); and (5) documentation reflecting the disposition of the requests. The narrative will also reflect any preference(s) indicated by a resident for either remaining in the current unit during modification(s) or transferring to an alternate, accessible unit. See Paragraph IV. (F)(1).

(4) submit Quarterly Reports that include a summary of progress towards developing the training programs and the dates the training was conducted. For each date, the MHB shall indicate the number of persons trained and the general subject matter of the training. See Paragraph IV. (G)(5).

X. For the duration of this Agreement, MHB shall:

(1) Within 14 days of the resignation or termination of the VCA Administrator, designate an Acting VCA Administrator. See Paragraph IV. (A)(8).

(2) Within 14 days of the resignation or termination of the Section 504/ ADA Coordinator, designate an Acting Section 504/ADA Coordinator. Upon designation, MHB shall provide HUD with the name and resume and/or curriculum vitae of the individual selected to serve as the Acting Section 504/ADA Coordinator. See Paragraph IV. (C)(4)(a).

- (3) Within 100 days of the resignation or termination of the VCA Administrator, select a new VCA Administrator. See Paragraph IV. (C)(4)(b).
- (4) Within 100 days of the resignation or termination of the Section 504/ADA Coordinator, secure the services of a new, qualified Section 504/ADA Coordinator. MHB shall provide written notice of the selection of the new Section 504/ADA Coordinator and provide the Department with a copy of the Section 504/ADA Coordinator's resume and/or curriculum vitae. See Paragraph IV. (C)(4)(b).
- (5) If, at any time, MHB has cause to believe that it will not be able to meet the annual production rates for a particular year as outlined in Paragraph IV (D)(I)(d), above, MHB shall notify HUD of the reasons and provide supporting documentation including proposed production schedules for the remaining term of the Agreement. HUD will review the notification and documentation. See Paragraph IV. (D)(1)(f).
- (6) Until completion of all modifications to MHB's Main Administrative Offices, MHB shall make reasonable accommodations to persons with disabilities to ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities currently located in MHB's Main Administrative Offices. See Paragraph IV. (E)(2)(b).
- (7) No later than two business days after the manager has received a request for reasonable accommodation(s), the manager shall forward the reasonable accommodation request(s) to MHB's Section 504/ADA Administrator for review, processing and disposition. See Paragraph IV. (F)(2)(c).
- (8) The VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement. See Paragraph IV. (G)(5).
- (9) In addition to the training for current and new employees referenced in Paragraphs IV. (G)(2) and (3), above, the MHB shall provide annual, refresher training to the MHB's Admissions Staff, Occupancy Staff, Resident Managers and Maintenance Staff. The annual, 3-hour refresher training will reiterate the MHB's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations. See Paragraph IV. (G)(4).
- (10) Within 10 days of the entry date for each new MHB employee, MHB shall provide the new employee a copy of the letter referenced in Paragraph V. (F)(2)(a). See Paragraph IV. (F)(2)(b).
- (11) The MHB shall maintain a signed and dated receipt for each current and new MHB employee that verifies that the individual received the letter referenced in Paragraph IV. (F)(2)(a) above. The MHB shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement. See Paragraph IV. (F)(2)(c).

- (12) Maintain a signed and dated receipt for each current MHB employee and contract employee that verifies that the individual received the letter referenced in Paragraph IV. The MHB shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement. *See* Paragraph IV. (F)(4)(b).
- (13) Within 10 days of their entry date, ensure that each new MHB employee will receive a copy of the letter, referenced in Paragraph IV. (F)(4)(a), and will also provide a signed and dated receipt that will be retained in the individual's personnel file for the duration of this Agreement. *See* Paragraph IV. (F)(4)(c).
- (14) Provide a refresher notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation Policy to each head of household, or the resident's designee, at the time of annual re-certification. *See* Paragraph IV. (F)(4)(f).
- (15) 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. *See* Paragraph V. (A).
- (16) Maintain all MHB 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 MHB's implementation of the Section 504, ADA, and requirements of this Agreement. *See* Paragraph V.(B).
- (17) Maintain files containing documentation of its efforts to meet the following obligations of this Agreement: (1) UFAS-Accessible Unit Plan; (2) Non-Housing Program Accessibility Plan; (3) Main Administrative Office Accessibility Plan; (4) Revised Policies; (5) Employee and Resident Notification; and (6) Employee Education. *See* Paragraph V. (C).
- (18) Maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests including grievance process materials. *See* Paragraph V. (D).

## IX. ADDITIONAL REPORTING AND COMPLIANCE REQUIREMENTS

### A. Bi-Annual Status Reports (BSR)

1. This Agreement establishes the requirement for the MHB to submit Bi-Annual (Two per Annual Year) Status Reports to the Department detailing the MHB's ongoing

progress towards compliance with Title VI, and MHB's AFFH obligations throughout the duration of this Agreement.

2. The first of these BSR is due one hundred and eighty (180) days from the effective date of this Agreement. Thereafter, the BSR shall be due on the first day of the month for each six-month period. The bi-annual reporting periods are as follows: January 1 through June 30 due on July 15; July 1 through December 31 due January 15.
3. BSRs shall be submitted for the duration of the Agreement. The first BSR shall contain:
  - a. Confirmation that the MHB has appointed or hired an Agreement Administrator and that such person has begun to fulfill the duties set out in Section IV of this Agreement.
  - b. Certification of or a report on the status of the items that have been completed pursuant to Section H (Employee Education).
  - c. Evidence that the employee training required under Section H of this Agreement has been completed.
  - d. A breakdown of funds allocated and used in order to bring the MHB into Title VI, and AFFH compliance during the phase being reported.
4. The Second status report shall contain a breakdown of funds allocated and used in order to bring the MHB into Title VI, and AFFH compliance during the phase being reported.

## X. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

- A. HUD will monitor the MHB's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and the MHB will meet quarterly to discuss the MHB's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with the MHB's Property Managers, VCA Administrator, Section 504/ADA Coordinator, Title VI VCA Administrator, Section 3 Coordinator, Claims Administrator, and/or other appropriate MHB personnel, with notice to the Executive Director, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. HUD reserves the right to conduct periodic on-site record reviews to ensure compliance with this Agreement, Title VI, Section 3 and the MHB's AFFH obligations.

- C. In the event that the MHB fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, HUD may enforce the terms of this Agreement by any contractual, statutory, or regulatory remedy available to HUD.
- D. 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 the MHB under this Agreement.

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

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 the MHB 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 HUD determines that the MHB has not satisfactorily resolved the findings of non-compliance, HUD 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 a MHB 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 the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD to conduct a compliance review under Section 504, the ADA, Title VI, Section 3 or other appropriate statutory or regulatory authority.
4. 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 the failure to comply with civil rights authorities.
5. The acts set forth in this Section are not mutually exclusive, and HUD has the right to pursue any or all of these remedies or any other remedies available under the law.

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XII. SIGNATURES

**Redacted**

6-19-18  
Date

Akinola Popoola  
Akinola Popoola, Executive Director, Mobile Housing Board

06-19-2018  
Date

Kimberly Pettway  
Kimberly Pettway, Board Chair, Mobile Housing Board

6/19/18  
Date

Carlos Osegueda  
Carlos Osegueda, Director Region IV, Office of FHEO  
On behalf of the Secretary

6/21/18  
Date