

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

**VOLUNTARY COMPLIANCE AGREEMENT**

**BETWEEN**

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

**AND**

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**

**VOLUNTARY COMPLIANCE AGREEMENT**

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**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**

**VOLUNTARY COMPLIANCE AGREEMENT**

**LIST OF APPENDICES**

<b><u>Appendix</u></b>	<b><u>Description</u></b>
<b>A</b>	<b>HACLV List of Properties</b>
<b>B</b>	<b>Notice PIH 2003-31 (HA)</b>
<b>C</b>	<b>Draft Reasonable Accommodation Policy</b>
<b>D</b>	<b>Draft Effective Communication Policy</b>
<b>E</b>	<b>Draft Emergency Procedures</b>
<b>F</b>	<b>Uniform Federal Accessibility Standards (UFAS) and ADA Standards for Accessible Design (ADA Standards)</b>

The Reasonable Accommodation Policy, Effective Communication Policy and Emergency Procedures, attached as Appendix C, D and E to this Agreement, are draft Policies. HACLV will submit the final Reasonable Accommodation, Effective Communication and Emergency Procedures to HUD for review and approval. Following HUD approval, the final policies will be incorporated into the HACLV Admissions and Continued Occupancy Policy (ACOP).

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**I. INTRODUCTION**

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

The HACLV is subject to Federal civil rights laws and regulations. *See* Section 504 of the Rehabilitation Act of 1973 (Section 504)<sup>1</sup>; Title II of the Americans with Disabilities Act of 1990 (ADA)<sup>2</sup>; the Fair Housing Act of 1968, as amended (Fair Housing Act)<sup>3</sup>; the Architectural Barriers Act of 1968<sup>4</sup>, Title VI of the Civil Rights Act of 1964 (Title VI)<sup>5</sup>, Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)<sup>6</sup>, and the respective implementing regulations for each Act. *See also* HUD's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as the relevant contractual provisions of the HACLV's Annual Contributions Contract (ACC) with HUD.

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

<sup>2</sup> 42 U.S.C. §§ 12101 *et seq.*

<sup>3</sup> 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100

<sup>4</sup> 42 U.S.C. §§ 4151-4157

<sup>5</sup> 42 U.S.C. §§ 2001d *et seq.*; 24 C.F.R. Part 1

<sup>6</sup> 42 U.S.C. §§ 5301 *et seq.*; 24 C.F.R. §§ 570.601 and 570.602

During the week of January 26-31, 2004, the Department conducted a compliance review under the authorities of Title VI, Section 504 and Title II of the ADA. The Department reviewed HACLV's programs, services and activities. The Department's review included a review of HACLV's application and admissions process; tenant selection and assignment; maintenance services; the designated accessible housing units, including common areas; and, housing and non-housing programs and activities. In addition, the Department conducted an accessibility review of the HACLV's Executive Office located at 340 North 11<sup>th</sup> Street; and, HACLV's Housing Programs Office located at 420 North 10<sup>th</sup> Street, Las Vegas, Nevada. The Department's review also included the examination of resident waiting lists, resident applications, maintenance requests, security services and reasonable accommodation requests. In addition, the Department reviewed HACLV's current policies and procedures, including HACLV's Admissions and Continued Occupancy Policy (ACOP 2003), the Reasonable Accommodation, Transfer and Occupancy Policies. Finally, the Department conducted interviews with HACLV residents and staff.

HUD's review revealed deficiencies related to maintenance and security services, record keeping, the physical accessibility of the common areas and individual housing units, as well as deficiencies in HACLV's current policies and procedures. On April 21, 2004, the Department issued its preliminary Letter of Findings of Non-Compliance (LOF) with Title VI, Section 504 and Title II of the ADA.

The HACLV agrees to enter into this Voluntary Compliance Agreement ("Agreement" or "VCA") in order to address the issues raised in the Department's preliminary LOF; and, in order to comply with its responsibilities under Title VI, Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations.

## II. DEFINITIONS

Accessible – When used with respect to the design, construction, or alteration of housing and non-housing programs, "accessible" means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals with disabilities, including individuals with mobility disabilities and individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), *See* 24 C.F.R. §§ 8.3, 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards), Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible. In addition, covered multifamily dwellings built for first occupancy after March 13, 1991, shall also be designed and construction to comply with the Fair Housing Act, *See* 24 C.F.R. § 100.205. *See also* **Appendix F** for the UFAS and ADA Accessibility Standards.

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

Adaptable – The ability of certain elements of an otherwise accessible dwelling unit such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability. *See* 24 C.F.R. § 8.3.

Administrative Offices – The HACLV’s Executive Office located at 340 N. 11th Street and HACLV’s Housing Programs Office located at 420 N. 10th Street, Las Vegas, Nevada.

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

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

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

Census Block Group - A cluster of census blocks having the same first digit of their four digit identifying numbers within a census tract. For example, census block group 3 (BG3) within a census tract includes all blocks numbered from 3000 to 3999. Block groups generally contain between 600 and 3,000 people, with an optimum size of 1,500 people.

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

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

Effective Date - The effective date of this Agreement is the date of the last signature in Section IX.

Emergency Transfers – Transfers required as a result of hazardous unit conditions; for victims of hate crimes and/or other criminal threats to the resident family; for residents with a medical or disability-related need for an accessible unit, a unit with accessible features and/or who require a transfer as a reasonable accommodation.

Impacted Area - An area of minority concentration where:

- i. The percentage of persons of a particular racial (American Indian or Alaska Native; Asian; Black or African American; Native Hawaiian or other Pacific Islander and White) or ethnic minority (Hispanic or Latino; Not Hispanic or Latino) in a Census Block Group, is at least twenty (20) percentage points higher than that racial or ethnic minority’s percentage in the City of Las Vegas as a whole; or,
- ii. The total percentage of all minority persons in a census block group is at least twenty (20) percentage points higher than the total percentage of minorities in the City of Las Vegas as a whole; or,

- iii. The census block group's total percentage of racial and ethnic minorities exceeds fifty percent (50%).

Limited English Proficient (LEP) - Individuals who are Limited English Proficient (LEP) are persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English.

HACLV – The officers, directors, agents (including contractors), private management agents/companies, employees and successors or assigns of the Housing Authority of the City of Las Vegas.

Non-Housing Programs - All or any HACLV-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. A Non-Housing Program includes, but is not limited to, common areas, entrances, elevators, the HACLV on-site offices (excluding HACLV's Executive Office located at 340 N. 11th Street and HACLV's Housing Programs Office located at 420 N. 10th Street, Las Vegas, Nevada, which are defined separately as "Administrative Offices"), community centers (including restrooms), day care facilities (including restrooms), corridors, hallways, meeting rooms, recreation rooms, senior citizen centers (including restrooms), social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by the HACLV, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in HACLV's housing programs. To the extent that entrances, elevators, and common areas provide accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

Non-Impacted Area - All census block groups that do not meet the definition of "Census Block Groups" located in impacted areas, as defined above.

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.

Scattered Site Unit – Scattered site units in HACLV's Homeownership and Public Housing Rental Program as reflected in Appendix A to this Agreement.

Structural Impracticability – Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of fifty percent (50%) or more of the value of the element of the building or facility involved. *See* UFAS § 3.5.

Total Housing Units – The total number of public housing units published in HUD's Public and Indian Housing Information Center (PIC) as of June 2004 and as reflected in Appendix A.

UFAS – Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards (UFAS) shall be deemed to comply with the requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25.

UFAS-Accessible Unit – A dwelling unit that is designed, constructed, altered or adapted to comply with UFAS and is located on an Accessible Route, as defined in this Agreement. The unit can be approached, entered and used by individuals with disabilities, including individuals with mobility impairments and individuals who use wheelchairs, and located on an Accessible Route, as defined in this Agreement. In addition to the UFAS requirement at § 4.34(15)(c), all sleeping areas must be on an accessible route; and, when more than one bathroom is provided in a housing unit, additional bathrooms must be accessible, unless structural alterations are impractical or would create an undue financial and administrative burden. [See Notice PIH 2003-31 (HA), issued November 26, 2003, attached as **Appendix B.**] The accompanying Non-Housing Programs must also be accessible unless the HACL V can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable; or, would create an undue financial and administrative burden.

### III. GENERAL PROVISIONS

- A. This Voluntary Compliance Agreement applies to all Federally funded projects, related facilities, and programs or activities that the HACL V, its agents, successors, and assigns or beneficiaries own, control, operate or sponsor. This Agreement also applies to HACL V's public housing units in HOPE VI revitalization projects and their scattered site units.
- B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of the HACL V and HUD. This Agreement shall remain in effect until the HACL V has satisfactorily completed the provisions set forth in this Agreement; or, no later than December 31, 2007, whichever is earlier.
- C. HACL V's Annual and Five Year Plans must be consistent with the requirements of this Agreement. HACL V shall amend those Plans as necessary in order to assure the adoption of the requirements of this Agreement, including policies with respect to tenant selection and assignment, the delivery of maintenance and security services, and planning and completion (including reservation of sufficient funding) of modifications to units, administrative offices and non-housing programs to provide accessibility for persons with disabilities.
- D. The Department may amend Section IV. G. (1)(a) of this Agreement if the Department determines pursuant to 24 C.F.R. §§ 8.22 (c) and 8.23 (b)(2) that the need of income eligible persons with disabilities in the City of Las Vegas for UFAS Accessible Units exceeds five percent (5%).
- E. This Agreement will serve as HACL V'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).
- F. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 109, Title VI, Section 504, the ADA, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.

- G. This Agreement does not affect the ability of HUD or HACLV to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- H. Upon the effective date of this Agreement, this VCA is a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the law. The HACLV shall provide a copy of this Agreement to any person upon request. The HACLV shall also provide, within thirty (30) days of the effective date of this Agreement, a copy to each Manager and each duly elected Resident's Council or resident organization.
- I. The HACLV shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with HACLV's Freedom of Information Act and Privacy Act procedures. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- J. Notwithstanding any notice or consultation requirements of this Agreement, HACLV shall comply with the notice and consultation requirements of HUD's Public Housing Agency Plan ("PHA Plan") regulation at 24 C.F.R. part 903.
- K. Except as set forth in Section VIII of this Agreement, to the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding HACLV's obligations, responsibilities, or technical requirements under Section 109, Section 504, the ADA, the Architectural Barriers Act, UFAS, the Fair Housing Act and/or Title VI conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.
- L. 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.
- M. This Agreement does not affect any requirements for HACLV to comply with all requirements of Title VI, Section 504, the ADA and/or the Fair Housing Act not addressed in this Agreement.
- N. The HACLV shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.
- O. This Agreement and the requirements herein are controlling in the event that a court orders the HACLV to provide a lesser number of units accessible to individuals with disabilities than the requirements stated in this Agreement, and HUD is not a party to the litigation.

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

##### **A. VOLUNTARY COMPLIANCE AGREEMENT ADMINISTRATOR**

- 1. Within ninety (90) days of the effective date of this Agreement, HACLV shall hire or appoint a Voluntary Compliance Agreement Administrator (VCA Administrator). In the interim, within thirty (30) days of the effective date of this Agreement, the HACLV will appoint an Acting VCA Administrator. The VCA Administrator will report directly to the Executive Director of the HACLV. The VCA Administrator will be responsible for coordinating all compliance activities under this Agreement and shall serve for the duration of the VCA.

- a. The VCA Administrator will be responsible for the following: (a) implementation of the provisions of this Agreement; (b) submission of all reports, plans and records as required by this Agreement; and, (c) coordination of the activities of the HACLV personnel who will assist the VCA Administrator in implementing this Agreement. The HACLV shall commit sufficient resources so that the VCA Administrator can successfully accomplish these objectives.
- b. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, the HACLV shall immediately designate an Acting VCA Administrator within fourteen (14) days of the resignation or termination of the VCA Administrator. Upon designation, HACLV shall provide HUD with the name of the individual selected to serve as the acting VCA Administrator.
- c. Within sixty (60) days of the termination or resignation of the VCA Administrator, HACLV shall select a new VCA Administrator. Upon designation, the HACLV shall provide HUD with written notice of the new VCA Administrator.

**B. REMEDIES FOR RECORD-KEEPING VIOLATIONS:**

1. HACLV will take the following actions to correct the specific record-keeping violations as set forth in the Department's April 21, 2004 preliminary Letter of Findings:

- a. **Scattered Site Inventory and Occupancy Report**

Within sixty (60) days of the effective date of this Agreement, HACLV will submit a draft comprehensive Scattered Site Inventory and Occupancy Report for HUD's review and approval. HUD will provide its approval, or comments, within thirty (30) days of receipt. The **Scattered Site Inventory and Occupancy Report** will be completed for each unit in HACLV's Scattered Site Inventory as of the effective date of this Agreement. HACLV will update this Report and submit the Report on a quarterly basis. The first Quarterly Report will be due on April 30, 2005; thereafter, Quarterly Reports will be due on July 31, 2005 and October 31, 2005, etc.

The **Scattered Site Inventory and Occupancy Report** will be in a format that includes all scattered site units included in HACLV's total inventory as of the effective date of this Agreement. The Report will include scattered site units that have been sold or otherwise dispossessed. The **Scattered Site Inventory and Occupancy Report** shall include the following:

- (i) unit address;
- (ii) census block group;
- (iii) number of bedrooms;
- (iv) name(s); previous address(es); race; ethnicity; dates of occupancy of each occupant of the scattered site unit from the date of original purchase or acquisition;
- (v) name(s); race; ethnicity of Family Self Sufficiency (FSS) participants;
- (vi) reason(s) the occupant(s) relocated to another unit, if known;
- (vii) if the occupant(s) moved to another HACLV development, the relocation date and address of the occupant's new unit;
- (viii) disability status of each occupant (including minors);
- (ix) date the unit was offered for sale;

- (x) sale date of the scattered site unit;
- (xi) sale price;
- (xii) race and ethnicity of purchaser;
- (xiii) applicant/resident status of purchaser (applicant/resident of public housing or Housing Choice Voucher Program);
- (xiv) City of Las Vegas residency status of occupant(s) and purchaser(s); and
- (xv) dated copies of test results for mold, radon and/or lead tests.

**b. Offers, Acceptance, Transfer, Evictions, Refusals and Rejections**

- (i) HACLV shall comply with the offer, acceptance, transfer, eviction, refusals and rejection procedures set forth in HACLV's ACOP, as amended by this Agreement;
- (ii) Within sixty (60) days of the effective date of this Agreement, the HACLV shall develop and submit, for HUD review and approval, a proposed quarterly reporting format on the following:
  - (1) unit offers;
  - (2) unit acceptances;
  - (3) unit refusals;
  - (4) applicant rejections;
  - (5) transfers; and,
  - (6) evictions.
- (iii) These quarterly reports will include, by race, ethnicity, familial status and disability, the following:
  - (1) date of applicant rejection;
  - (2) date of application;
  - (3) application preference(s);
  - (4) date of unit offer;
  - (5) date of unit acceptance;
  - (6) date of unit refusal;
  - (7) date of transfer;
  - (8) date of eviction; and,
  - (9) reason for move, if known.
- (iv) HACLV shall update these reports regularly and submit the reports on a quarterly basis;
- (v) FHEO will provide its approval, or comments, to the proposed reporting format within thirty (30) days of receipt. The first quarterly report will be due on April 30, 2005; thereafter, quarterly reports will be due on July 31, 2005; October 31, 2005, etc.

**c. Affirmative Fair Housing Marketing Efforts**

- (i) Within sixty (60) days of the effective date of this Agreement, HACLV will submit an **Affirmative Fair Housing Marketing Plan** that outlines the actions that HACLV will take to market the scattered site units;

- (ii) HUD will provide its approval, or comments, within thirty (30) days of receipt;
- (iii) HACLV will submit to HUD, on a quarterly basis, an **Affirmative Fair Housing Marketing Plan Report** that documents its outreach and advertising efforts that HACLV has undertaken to market and sell its scattered site units. HACLV will update this Report monthly. HACLV will submit the Report on a quarterly basis. The first Report will be due on April 30, 2005; thereafter, reports will be due on July 31, 2005; October 31, 2005, etc.;
- (iv) The **Affirmative Fair Housing Marketing Plan Report** shall include:
  - (a) marketing methods used to reach the population(s) that are least likely to apply for HACLV housing and/or services;
  - (b) copies of advertising and media used, to include the use of minority-owned media (e.g. newspapers, radio and television stations);
  - (c) frequency of each marketing activity, to include marketing activity to the population who is Limited English proficient;
  - (d) distribution of advertising;
  - (e) documentation to support all outreach activities; and,
  - (f) methodology used to assess the effectiveness of the marketing and outreach strategy.

**C. PROVISION OF SERVICES TO INDIVIDUALS WHO ARE LIMITED ENGLISH PROFICIENT**

1. Within one hundred twenty (120) days of the effective date of this Agreement, HACLV will develop and submit to HUD, for its review and approval, a **Limited English Proficiency Plan (LEP Plan)** to ensure meaningful access to HACLV's **Homeownership Program** by individuals who are Limited English Proficient.
2. Within two hundred ten (210) days of the effective date of this Agreement, HACLV will develop and submit to HUD, for its review and approval, a **Limited English Proficiency Plan (LEP Plan)** to ensure meaningful access to HACLV's **Section 8/Housing Choice Voucher and Low-Income Public Housing Programs** by individuals who are Limited English Proficient.
3. The **LEP Plans** for the **Homeownership Program** and **Section 8/Housing Choice Voucher and Low-Income Public Housing Programs** shall include:
  - (a) Identification of the number and percentage of program-eligible LEP persons in the City of Las Vegas who may be served by the HACLV and who may require language assistance;
  - (b) Identification of language assistance measures such as:
    - (i) Types of language services available;

- (ii) How HACLV staff will obtain language assistance services for initial admissions screening and occupancy; maintenance services; annual recertifications and HACLV's grievance process;
  - (iii) How HACLV will respond to telephone calls from individuals who are LEP;
  - (iv) How HACLV will respond to written communication from individuals who are LEP;
  - (v) How HACLV will respond to individuals who are LEP for in-person contact, including meetings with HACLV staff;
  - (vi) How HACLV will provide oral interpretation to individuals who are LEP, including the source of interpreters and their qualifications.
- (c) Process and implementation timetable for staff training on HACLV's LEP Policies and Procedures;
  - (d) HACLV's procedures for providing notice to individuals regarding the availability of services for individuals who are LEP.
2. HACLV shall coordinate its activities for the LEP Plans with its education and outreach activities identified in the Affirmative Fair Housing Marketing Plan, Paragraph IV. B. 1 (c), above.
  3. HUD will provide its approval, or comments, within forty-five (45) days of receipt of these LEP Plans. HACLV will implement the approved Plan within thirty (30) days of HUD's approval. Once approved, HACLV will submit a comprehensive **LEP Implementation Report** on a quarterly basis that quantifies all requests for LEP services and also identifies all actions taken to implement the LEP Plans. The first LEP Implementation Report will be due on April 31, 2005; thereafter, quarterly reports will be due on July 31, 2005; October 31, 2005, etc.

#### **D. DELIVERY OF SERVICES**

1. In its April 21, 2004 Letter of Findings, the Department determined that HACLV provided maintenance and security services to residents of some family developments that are different and inferior to the maintenance and security services provided to developments in some elderly/disabled and designated senior developments in violation of 24 C.F.R. § 1.4 (b)(1)(ii). The disparities in the delivery of services paralleled the deficiencies related to the physical condition and maintenance cited by the Office of Public and Indian Housing in its February 6, 2004 Comprehensive Review of the HACLV. Therefore, HACLV's adoption of and strict adherence to a Corrective Action Plan created by the Office of Public and Indian Housing to remedy the deficiencies that were identified in that review, will address the findings related to Delivery of Services.
2. The Corrective Action Plan developed by the Office of Public and Indian Housing, in coordination with the Office of Fair Housing and Equal Opportunity, will be consistent with Public Housing program requirements for expenditure of funds for work items included in the Housing Authority's Annual and Five Year PHA Plans. Expenditure of the funds for deficiencies in mixed and family sites will be consistent

with the Fair Housing and other relevant civil rights laws and regulations with regard to non-discrimination on the basis of race, color, national origin, and disability.

3. The annual assessment of the Housing Authority's financial, physical, management, and resident satisfaction as captured in the Public Housing Assessment System (PHAS) evaluation will be used by the Office of Public and Indian Housing and the Office of Fair Housing and Equal Opportunity as a mechanism to monitor the improvement of the physical condition of the properties; safety and security of the sites; and, resident satisfaction with the services provided throughout the HACLV developments.

**E. REPLACEMENT OF HOUSING LOCATED IN NON-IMPACTED AREAS**

1. HUD determined in its April 21, 2004 Letter of Findings that HACLV's sale of the scattered site units in non-impacted areas dismantles the desegregation strategy implemented as a result of the 1994 VCA and the HACLV has not taken actions to replace these desegregative housing opportunities as required by 24 C.F.R §§ 1.4 (b)(6)(i) and (ii). If during the term of this Agreement the HACLV plans to either develop or acquire replacement-housing stock, HACLV must create and submit to HUD the **Replacement Housing Plan** described below for review and approval. Nothing in this paragraph constitutes a defense in the event that HACLV's housing becomes re-segregated and would not preclude the Department from taking any and all appropriate remedies under Title VI or any other applicable civil rights statute.
2. If a **Replacement Housing Plan** is required pursuant to Paragraph IV. (E)(1) above, the Replacement Housing Plan shall include:
  - (i) The address, census tract and information on the location in a non-impacted or impacted area of the new or acquired housing unit;
  - (ii) A monthly timetable for the acquisition or construction of housing units;
  - (iii) A description of the desegregative selection criteria for applicants or residents who will occupy the housing;
  - (iv) A description of the race/ethnicity data that will be maintained for applicants and residents for housing; and,
  - (v) A summary, by address, of the rent range for each housing unit.
3. HUD will provide the HACLV with its approval, or comments, within ninety (90) days of receipt of the Replacement Housing Plan;
4. HACLV will implement the Replacement Housing Plan within ninety (90) days of HUD's approval;
5. HACLV shall submit semi-annual Progress Reports that document its progress in meeting the approved goals and timetables for the Replacement Housing Plan.

**F. SECTION 504/ADA COORDINATOR**

1. HUD's Section 504 regulation at 24 C.F.R. § 8.53(a) requires "a recipient that employs fifteen or more persons shall designate at least one person to coordinate its efforts to comply with this part". *See also* 28 C.F.R. § 35.107 (ADA Coordinator requirement). Within thirty (30) days of the effective date of this Agreement, the HACLV will appoint an Acting Section 504/ADA Coordinator. Upon appointment of this

individual, HACLV shall provide HUD with the person's name and a copy of the Section 504/ADA Coordinator position description.

2. Within ninety (90) days of the effective date of this Agreement, the HACLV shall secure the services of a qualified individual to serve as HACLV's Section 504/ADA Coordinator. The individual fulfilling these responsibilities must have prior relevant experience to demonstrate expertise in and knowledge of Section 504, the Fair Housing Act, the ADA, the Architectural Barriers Act, and their respective implementing regulations, including the relevant accessibility standards. Upon selection, HACLV shall provide HUD with the name of the individual selected to serve as the Section 504/ADA Coordinator and a copy of the Coordinator's resume and/or curriculum vitae.
3. In the event that the Section 504/ADA Coordinator resigns or is otherwise replaced prior to the expiration of this Agreement, the HACLV shall designate an Acting Section 504/ADA Coordinator within fourteen (14) days of the resignation or replacement of the Section 504/ADA Coordinator. Upon designation, HACLV shall provide HUD with the name of the individual selected to serve as the Acting Section 504/ADA Coordinator.
4. Within sixty (60) days of the resignation or replacement of the Section 504/ADA Coordinator, HACLV shall secure the services of a new, qualified Section 504/ADA Coordinator. The HACLV shall provide written notice of the selection of the new Section 504/ADA Coordinator and provide the Department with a copy of the Coordinator's resume and/or curriculum vitae.

## **G. HOUSING PROGRAMS**

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

- a. The HACLV shall construct or convert a **minimum of five percent (5%), or 104 of its (2,074) Total Housing Units**, as delineated at **Appendix A**, UFAS-Accessible subject to the requirements of the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. G (2).
- b. The construction or conversion of these units shall commence no later than ninety (90) days following HUD's approval of the **UFAS-Accessible Unit Plan**, described in Paragraph IV G (2), below.
  - (i) Nothing in this Agreement diminishes HACLV'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. In addition to the UFAS requirement at § 4.34(15)(c), all sleeping areas must be on an accessible route; and, when more than one bathroom is provided in a housing unit, additional bathrooms must be accessible, unless structural alterations are impractical or would create an undue administrative and financial burden beyond the control of the HACLV. *See* Notice PIH 2003-31 (HA), issued November 26, 2003, attached as **Appendix B**.

- c. The HACLV must demonstrate the completion of the construction or conversion of 104 Total Housing Units, as described in Paragraph IV. H (1), above, no later than December 31, 2007. Unless otherwise agreed by HUD pursuant to HUD's approval of HACLV's **UFAS-Accessible Unit Plan**, described in Paragraph IV. G (2), below, HACLV will demonstrate the completion of thirty-five (35) units by December 31, 2005; an additional thirty-five (35) units by December 31, 2006; and, thirty-four (34) units by December 31, 2007

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

- a. Within one hundred fifty (150) days of the effective date of this Agreement, the HACLV will submit, for HUD's review and approval, its **UFAS-Accessible Unit Plan** for all developments identified in **Appendix A**. HUD will provide the HACLV with its approval, or comments, within forty-five (45) days of receipt of both the HACLV's proposed **UFAS-Accessible Unit Plan** and **Non-Housing Program Accessibility Plan**, referenced in Paragraph IV. (H)(1).
  - (i) The **UFAS-Accessible Unit Plan** will be in a format that includes: (1) Total number of UFAS-Accessible Units per year; (2) development name and location; (3) bedroom size distribution within each development; (4) demographic data – including household type (based on Form HUD-50058) and type of disability – within development; and, (5) accessibility of all Non-Housing Programs at each development, including accessible routes and elevators.
  - (ii) The **UFAS-Accessible Unit Plan** shall include a site map for each development which includes the following: (a) development address; (b) total number of units to be modified or constructed as UFAS-accessible; (c) bedroom size of UFAS-accessible units; (d) current occupancy status of the unit; (e) relocation plan for occupied units; (f) designated accessible common areas at each development, including, but not limited to, accessible routes, parking, offices, community centers, meeting spaces, recreation centers, playgrounds, laundry facilities, mailboxes and trash collection sites; and, (g) the common areas that are currently inaccessible.
  - (iii) The number of UFAS-Accessible Units in any particular development may not exceed twenty-five percent (25%) of the total units in that development. The **UFAS-Accessible Unit Plan** will include interim timeframes and benchmarks for meeting annual rates; vacancy rates at each development; and, crime rates in and around each development. The Plan will address all developments covered under this Agreement, as referenced in **Appendix A**.
  - (iv) If the **UFAS-Accessible Unit Plan** does not include provisions to provide accessible units in a given development, or if implementation of the Plan would not result in at least five percent (5%) of the units being UFAS-Accessible in a given development, then HACLV will provide a detailed explanation, for HUD's review and approval, which includes information regarding structural infeasibility and/or undue financial and administrative burden.

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

- a. Within ninety (90) days of the effective date of this Agreement, HACLV will submit, for HUD review and approval, the qualifications and experience of an independent

third-party architectural and/or engineering firm. HUD will provide its approval, or comments, within thirty (30) days of HACLV's submission of its proposed architectural/engineering firm;

- b. Within ninety (90) days of HACLV's completion of each of the UFAS Accessible Units referenced above, HACLV will provide written certification through the HUD-approved independent third-party architectural and/or engineering firm, that the UFAS-Accessible Units, including accessibility to the Non-Housing Programs, comply with the requirements of UFAS, PIH Notice 2003-31(HA), and, where applicable, the ADA Standards and Fair Housing Act. HACLV will submit this documentation to HUD as part of its Quarterly Report. HUD reserves the right to conduct periodic on-site reviews of the completed accessible units to ensure compliance.

#### 4. **Status Reports for UFAS-Accessible Units**

- a. The HACLV will provide Quarterly Reports to HUD on the number of UFAS-Accessible Units for which funds have been reserved, physical work has been undertaken, physical work has been completed, and independent verification of UFAS compliance by development and bedroom size. The Quarterly Report will include unit counts for the given reporting period and cumulatively from the effective date of this Agreement.
- b. The HACLV will also provide a narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the HUD approved UFAS Accessible Unit Plan, referenced in Paragraph IV. (G)(2).
- c. The HACLV shall submit quarterly UFAS-Accessible Unit Plan Reports in a format compatible with Microsoft Word XP Professional. The first quarterly UFAS-Accessible Unit Plan Report will be due on April 30, 2005; thereafter, quarterly reports will be due on July 31, 2005; October 31, 2005, etc.) Subsequent reports are due at quarterly intervals for the duration of this Agreement.

### H. **NON-HOUSING PROGRAMS**

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

- a. Within one hundred twenty (120) days of the effective date of this Agreement, HACLV will submit, for HUD's review and approval, its **Non-Housing Program Accessibility Plan**. HUD will provide its approval, or comments, within forty-five (45) days of receipt of both the **Non-Housing Program Accessibility Plan** and the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. (G)(2), above.
- b. The HACLV's **Non-Housing Program Accessibility Plan** will ensure that HACLV'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 (including restrooms), laundry rooms, mail delivery, trash disposal, meeting rooms, recreation rooms, community centers (including restrooms); and, day care facilities (including restrooms). *See* 24 C.F.R. § 8.21. This Plan must include accessible transportation if transportation is or must be provided to take individuals with disabilities (including their accompanying

family members and friends without disabilities) to HACLV-sponsored services, programs or activities.

- c. The Non-Housing Program Accessibility Plan must include: (1) specific elements to be made accessible at each development; (2) interim timeframes and benchmarks for meeting annual rates; (3) an annual timetable that coincides with the UFAS-Accessible Unit Plan not to exceed four (4) years for completing the work; and, (4) identification of the source of the funding to accomplish each task. If accessibility to Non-Housing Programs cannot be achieved in a particular development due to structural infeasibility and/or an undue financial and administrative burden, the HACLV will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or an undue financial and administrative burden.

2. **Administrative Office Accessibility Plan:**

- a. Within ninety (90) days of the effective date of this Agreement, the HACLV will submit, for HUD's review and approval, its **Administrative Office Accessibility Plan** to make the HACLV's Executive Office located at 340 North-11<sup>th</sup> Street and HACLV's Housing Programs Office, located at 420 North-10<sup>th</sup> Street, Las Vegas, Nevada accessible to individuals with disabilities. HUD will provide its approval, or comments, within forty-five (45) days of receipt of the Administrative Office Accessibility Plan.
- b. The HACLV's Administrative Office Accessibility Plan will ensure that HACLV's Executive and Housing Programs Office Offices are fully accessible to individuals with disabilities and comply with the relevant ADA Accessibility Standards.
- c. The Administrative Offices Accessibility Plan will include plans to ensure interim access for persons with disabilities to HACLV's Housing Programs Office, currently located at 420 North-10<sup>th</sup> Street, to an alternate, accessible location, pending completion of the HACLV's new Housing Programs Office.
- d. The Plan will include accessible routes into and throughout HACLV's programs, services and/or activities located at the Administrative Office, designated accessible parking and transportation stops, including accessible signage.
- e. The Plan must include accessible transportation if transportation is or must be provided to take individuals with disabilities (including their accompanying family members and friends without disabilities) to HACLV-sponsored programs, services or activities.
- f. The Administrative Office Accessibility Plans must include:
  - (i) specific elements to be made accessible;
  - (ii) a timetable not to exceed eighteen (18) months for completing the work;
  - (iii) interim timeframes and benchmarks for meeting the eighteen (18) month deadline;
  - (iv) identification of the source of funding to accomplish each task.
- g. If accessibility cannot be achieved at a particular office due to structural infeasibility and/or an undue financial and administrative burden, the HACLV will provide, for

HUD's review and approval, detailed information regarding structural infeasibility and/or undue financial and administrative burden.

- h. Within sixty (60) days of all completed modifications and/or newly constructed administrative offices, the HACLV will provide certification, through the HUD-approved independent third-party architectural and/or engineering firm, that HACLV's administrative offices comply with the accessibility requirements of the ADA Accessibility Standards.
- i. HUD reserves the right to conduct periodic on-site inspections of HACLV's Administrative Offices to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Accessibility Standards. In addition, HUD reserves the right to ensure that the HACLV's programs, services and activities located in the Administrative Offices are accessible to individuals with disabilities in compliance with Section 504 and, where applicable, the ADA.

## **I. POLICIES AND PROCEDURES**

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

- a. Within one hundred twenty (120) days of the effective date of this Agreement, the HACLV shall submit to HUD, for its review and approval, an amended Admissions and Continued Occupancy Policy (ACOP) incorporating the following policies and procedures:
  - (1) Transfer Policy (Paragraphs IV. I. 2);
  - (2) Reasonable Accommodation Policy (Paragraph IV. I. 3);
  - (3) Effective Communication Policy (Paragraph IV. I. 4);
  - (4) Lease Revision (Paragraph IV. I. 5);
  - (5) Pet Policy (Paragraph IV. I. 6); and,
  - (6) Emergency Procedures (Paragraph IV. I. 7).
- b. These policies shall become effective immediately upon HACLV's adoption of the HUD-approved ACOP;
- c. HUD will provide its approval, or comments, to the amended ACOP within forty-five (45) days of receipt;
- d. Within sixty (60) days of HUD's approval of the amended ACOP, the HACLV will adopt the amended ACOP.

### **2. Transfer Policy**

- a. HACLV's revised ACOP shall include the following revisions to its **Transfer Policy** to ensure continued racial and ethnic desegregation throughout HACLV's properties:

- i. With respect to Emergency Transfers:
  - (a) HACLV will ensure that transfers of residents in scattered site units who require emergency transfers due to the existence of hazardous unit conditions; the need for medical or disability-related unit features; and/or as a result of hate crimes or other criminal threats to the resident family, will be undertaken in the following order:
    - (1) permanently transferred to another scattered site unit; or,
    - (2) if another scattered site unit is unavailable, permanently transferred to another unit in a non-impacted area, as defined in this Agreement; or,
    - (3) if the emergency condition is expected to be resolved within fourteen (14) days or less, temporarily transferred to a furnished dwelling (including a hotel or motel) and returned to the original unit following the successful abatement of the emergency; or,
    - (4) if the emergency condition will require greater than fourteen (14) days to abate, temporarily transferred to a public housing unit in an impacted area, as defined in this Agreement, and returned to the original unit when the emergency condition is abated.
- ii. All Emergency Transfers, as defined in this Agreement, shall have priority over waiting list admissions.
- iii. With respect to transfers involving UFAS-accessible units:
  - (a) transfers will be exclusively coordinated through HACLV's Executive Office;
  - (b) when an accessible unit becomes available, the unit will first be offered to a current occupant with disabilities in the same development who requires the accessibility features of the vacant, accessible unit and occupying a unit not having those features;
  - (c) if there is no current occupant in the same development who requires the accessibility features of the vacant, accessible unit, then it will be offered to a resident with disabilities residing in another development who requires the accessibility features of the vacant, accessible unit and is occupying a unit not having those features;
  - (d) if there is no current occupant who requires the accessibility features of the vacant, accessible unit, then it will be offered to an eligible, qualified applicant on the waiting list with disabilities that requires the accessibility features of the vacant, accessible unit;

- (e) if there is not an eligible, qualified resident or applicant with disabilities who wishes to reside in the available, accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. However, HACLV will require the applicant to execute a lease that requires the resident to relocate to a vacant, non-accessible unit within thirty (30) days of notice by the HACLV, unless impracticable due to circumstances beyond the HACLV's control, 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.

iv. Upon adoption of the amended ACOP with the **Transfer Policy** revisions described above, the HACLV will commence distribution of its **Transfer Policy** to each applicant at the time of lease signing and to each resident during the annual re-certification.

### 3. **Reasonable Accommodation Policy**

HACLV's revised ACOP shall include the **Reasonable Accommodation Policy**, attached as **Appendix C**. Upon adoption of the amended ACOP, the implementation of this Reasonable Accommodation Policy will commence, and the HACLV's Section 504/ADA Coordinator will centralize the HACLV's reasonable accommodations process throughout its programs, services and activities as described below.

- a. HACLV will maintain documentation of each reasonable accommodation request. The HACLV's documentation will include: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and, (v) documentation reflecting the disposition of the requests.
- b. If a site manager receives a reasonable accommodation request, the site manager will also maintain a reasonable accommodation log, by date and time, reflecting the date the request was received and the date and time the site manager referred the request to HACLV's Section 504/ADA Coordinator.
- c. No later than seven (7) days after a site manager has received a request for reasonable accommodation(s), the site manager shall forward the reasonable accommodation request(s) to the HACLV's Section 504/ADA Coordinator for review, processing and disposition.
- d. Within thirty (30) days of HUD's approval of the amended ACOP, as referenced in Paragraph IV. I. 1., above, the HACLV will provide HUD, for its review and approval, a draft reasonable accommodation letter describing the policy to be distributed to all its residents. HUD will approve or modify the letter within thirty (30) days of receipt.
- e. Within thirty (30) days of completion of the staff training referenced in Paragraph IV. K., below, HACLV will send the approved letter by U.S. mail, first class postage pre-paid, to all heads of households. The reasonable accommodation letter shall:
  - (i) Advise residents of their right to request reasonable accommodations, including accessible features, at the HACLV's expense consistent with the

HACLV's Reasonable Accommodation Policy, and request information on their need for accessible features or fully accessible units.

- (ii) The letter will 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 HACLV 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 HACLV shall offer these tenants the option of remaining in their current unit while the HACLV makes accessibility modifications; or, waiting to transfer, upon availability, to another unit that is accessible and meets the unit size requirement of the respective tenant.
  - (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, 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 HACLV's Reasonable Accommodation Policy.
  - (v) Provide residents with the name, address and telephone number of the HACLV's 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.
- f. The HACLV shall submit Quarterly Reports to HUD, which provide a narrative description of each reasonable accommodation request and/or inquiry. The Quarterly Report will include: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and, (v) documentation reflecting the disposition of the requests. The narrative will also reflect any preference(s) indicated by a resident for remaining in the current unit during modification(s); or, transfer to an alternate, accessible unit.
- g. HACLV will submit the Report on a quarterly basis. The first quarterly report will be due on April 30, 2005; thereafter, quarterly reports will be due on July 31, 2005, October 31, 2005, etc.

#### **4. Effective Communication Policy**

- a. HACLV's revised ACOP shall include the **Effective Communication Policy**, attached as **Appendix D**. The Effective Communication Policy sets forth the steps

that the HACLV will take to ensure effective communication with applicants, residents, employees and members of the public. The Effective Communication Policy will ensure that interested persons, including persons with hearing, visual or cognitive disabilities, can obtain information concerning the existence and location of accessible services, activities, and facilities. The Effective Communication Policy will also ensure that the HACLV shall furnish appropriate auxiliary aids and services, where necessary, to afford an individual with disabilities an equal opportunity to participate in the HACLV's programs, services and activities. In determining what auxiliary aids are necessary, the HACLV shall give primary consideration to the requests of the individual with disabilities unless doing so would result in a fundamental alteration of the HACLV's programs or activities, or an undue financial and administrative burden. *See* 24 C.F.R. § 8.6.

- b. Within forty five (45) days of HUD's approval of the amended ACOP, the HACLV will provide HUD, for its review and approval, a draft Effective Communication Letter. The draft letter will provide residents with a description of HACLV's Effective Communication Policy and procedures. HUD will approve or modify the letter within thirty (30) days of receipt.
- c. Within thirty (30) days following completion of the staff training referenced in Paragraph IV.K. below, HACLV will send the approved Effective Communication Letter by U.S. Postal Service, first class pre-paid, to all heads of household or the resident's designee.
- d. HACLV will provide the Effective Communication Letter in an alternate format, upon request.

**5. Lease Revision**

- a. Upon the adoption of the amended ACOP, in the leasing or lease renewal of every UFAS-Accessible Unit, HACLV shall execute a lease that requires a resident without a disability to relocate to a vacant, non-accessible unit within thirty (30) days of notice by the HACLV that there is an existing resident or eligible applicant with a disability who requires the accessibility features of the unit.
- b. Upon adoption of the Lease Revision, the HACLV will provide HUD with quarterly reports that reflect the HACLV's use of the lease revision to transfer residents without disabilities out of accessible units to provide housing for persons with disabilities who require the accessibility features of the unit.

**6. Pet Policy**

- a. HACLV's revised ACOP shall include an amendment of the HACLV's Pet Policy to include an express exclusion for "Assistance Animals". The amended Pet Policy will clarify that an "Assistance Animal" is an animal that is needed as a reasonable accommodation for persons with disabilities and is not subject to HACLV's Pet Policy.
- b. Upon adoption of the amended ACOP, the HACLV will include the Pet Policy as a part of the lease by reference. The HACLV will provide the Pet Policy to each applicant at the time of lease signing; or, to each resident during the annual re-certification.

c. Upon adoption of the amended ACOP, the HACLV will post the amended Pet Policy at all developments and the HACLV's Administrative Offices.

**7. Emergency Procedures**

HACLV's revised ACOP shall include the **Emergency Procedures**, attached as **Appendix E**. The Emergency Procedures include provisions to address the needs of individuals with disabilities.

**J. EMPLOYEE NOTIFICATION**

1. Within one hundred twenty (120) days of the effective date of this Agreement, the Administrator shall submit to HUD, for its review and approval, a letter that will be distributed to all current HACLV employees, including contract employees. The letter will address: (1) the HACLV's responsibilities to comply with civil rights laws and regulations set forth in this Agreement; (2) HACLV's responsibilities to comply with Title VI, including the provision of services to individuals who are Limited English Proficient; (3) the HACLV's responsibility to comply with Section 504 and Title II of the ADA, including the responsibility to provide reasonable accommodations to persons with disabilities; and, (4) provide a comprehensive explanation of reasonable accommodations.
2. HUD will provide its approval, or comments, to the letter within thirty (30) days of receipt.
3. Within thirty (30) days of HUD's approval, the HACLV will distribute the approved to all HACLV employees and contract employees. The HACLV shall maintain a signed and dated receipt for each HACLV employee and contract employee that verifies that the individual received this letter. The HACLV shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.
4. Each new HACLV employee, including contract employees, will receive a copy of this letter within ten (10) days of their entry date 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.

**K. EMPLOYEE EDUCATION**

1. **General.** HACLV shall train its current and new employees with respect to the HACLV's duties, responsibilities, and procedures under this Agreement, Title VI, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations and the accessibility standards applicable to each regulation.
  - (a) Within ninety (90) days of the effective date of this Agreement, the HACLV shall develop an educational program with a written curriculum, objectives, and training schedule for HUD's review and approval.
  - (b) HACLV shall develop the educational programs, written curriculum, and training materials and conduct training sessions with the assistance of, or in

consultation with, persons with expertise in training and addressing the needs of individuals with disabilities.

- (c) Within thirty (30) days of receipt, HUD will provide its approval, or comments, to the HACLV's proposed educational plan for current employees.
- (d) The VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement.

2. **Current Employees:**

- (a) The educational program will be provided to all employees, including, but not limited to, principal and administrative staff, housing managers, housing assistants, application/occupancy specialists, other admissions personnel, maintenance supervisors and staff, hearing officers, and other contract employees involved with resident services, residents or members of the public. The training will provide notice of the HACLV's duties, responsibilities, and procedures under this Agreement, Title VI, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations and the accessibility standards applicable to each regulation.
- (b) Within ninety (90) days of receipt of HUD's approval of the educational program, HACLV shall complete all training for all current HACLV employees and contract employees.
- (c) HACLV will invite the HACLV's Board of Commissioners and the Residents' Council to participate in the training.

3. **New Employees:**

- (a) In conjunction with HACLV's mandatory new employee orientation, the HACLV shall provide the HUD-approved educational program to all new HACLV employees and contract employees, including, but not limited to, principal and administrative staff, housing managers, housing assistants, application/occupancy specialists, other admissions personnel, maintenance supervisors and staff, hearing officers, and other employees or contract employees who have contact with applicants, residents or members of the public.
- (b) The training will inform the new employees of the HACLV's duties, responsibilities, and procedures under this Agreement, Title VI, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations as well as the accessibility requirements required by each regulation.

4. **Reporting.** The HACLV shall submit Quarterly Reports to HUD that include a summary of progress toward developing the training programs and the dates the training sessions were conducted. For each date, the HACLV will indicate the number of persons trained and the general subject matter of the training.

## **L. PUBLICATION AND NOTICE**

1. Within fifteen (15) days following the completion of the HACLV staff training referenced in Section IV (K) above, the HACLV shall disseminate to each head of household a notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation and Effective Communication Policies.
2. For the period of this Agreement, the HACLV shall provide a refresher notice to each head of household, or his/her designee, at the time of annual re-certification. The HACLV will provide each applicant with a copy of the most current notice. HACLV will provide the applicant, resident, or his/her designee, with a copy of the notice in an alternate format, upon request. *See* 24 C.F.R. § 8.6.

## **V. 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 day after the weekend or holiday.
- B. For the purpose of this Agreement, reporting materials and materials requiring HUD review or approval must be mailed to the following: (1) Mr. Charles E. Hauptman, Director, Office of Fair Housing and Equal Opportunity; and, (2) Director, Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Region IX, 600 Harrison Street, 3<sup>rd</sup> Floor, San Francisco, California 94107.
- C. **Upon the effective date of this Agreement and for the duration of this Agreement,** HACLV shall:
  - maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests, and grievance process materials. Upon request, HACLV also will make these records available for inspection to appropriate Department employees.
- D. **Within thirty (30) days of the effective date of this Agreement,** HACLV shall:
  - provide each Manager and each duly elected Resident's Council or resident organization with a copy of the fully executed **Agreement**, as referenced in Paragraph III. (H);
  - provide HUD with the name of the **acting VCA Administrator**, as referenced in Paragraph IV. (A)(1);
  - provide HUD with the name of the **acting Section 504/ADA Coordinator**, as referenced in Paragraph IV (F)(1);
  - provide HUD with the **position description for the Section 504/ADA Coordinator**, as referenced in Paragraph IV. (F)(1);

- E. **Within sixty (60) days of the effective date of this Agreement,** HACLTV shall:
- submit a **Scattered Site Inventory and Occupancy Report**, as referenced in Paragraph IV. B. (1)(a). HUD will provide its approval, or comments, **within thirty (30) days of receipt**;
  - submit a draft report format for the **Offers, Acceptance, Refusals, Transfers, Eviction and Rejection Report**, as referenced in Paragraph IV. B. (1)(b)(ii). HUD will provide its approval, or comments, **within thirty (30) days of receipt**;
  - submit an **Affirmative Fair Housing Marketing Plan**, as referenced in Paragraph IV (B)(1)(c)(i). HUD will provide its approval, or comments, **within thirty (30) days of receipt**;
- F. **Within ninety (90) days of the effective date of this Agreement,** HACLTV shall:
- hire or appoint a **Voluntary Compliance Agreement Administrator**, as referenced in Paragraph IV. (A)(1);
  - secure the services of a **Section 504/ADA Coordinator**, as referenced in Paragraph IV. (F)(2);
  - submit the qualifications and experience of an **independent third-party architectural and/or engineering firm**, as referenced in Paragraph IV (G)(3). HUD will provide its approval or comments **within thirty (30) days of receipt**;
  - develop and submit a draft **Administrative Office Accessibility Plan**, as referenced Paragraph IV (H)(2). HUD will provide its approval or comments **within forty-five (45) days of receipt**;
  - develop an **Educational Program for Current and New Employees**, as referenced in Paragraphs IV. (K)(1) and (2). HUD shall provide its approval or comments **within thirty (30) days of receipt**. **Within ninety (90) days of HUD's approval**, HACLTV shall complete training for all current employees and contractors.
- G. **Within one hundred twenty days (120) days of the effective date of this Agreement,** HACLTV shall:
- submit a draft **Limited English Proficiency Plan for the Homeownership Program**, as referenced in Paragraph IV (C)(1); HUD will provide with its approval, or comments **within forty-five (45) days of receipt**. HACLTV will implement the **Limited English Proficiency Plan within thirty (30) days of HUD's approval**;
  - submit an **amended Admissions and Continued Occupancy Policy (ACOP)**, as referenced in Paragraph IV. (I)(1). HUD will provide its approval or comments to the amended ACOP **within forty-five (45) days of receipt**. The Amended ACOP will incorporate the following:
    1. **Transfer Policy**, as referenced in Paragraph IV. (I)(2);

2. **Reasonable Accommodation Policy**, attached as **Appendix C**, and referenced in Paragraph IV (I)(3);
  3. **Effective Communication Policy**, attached as **Appendix D**, as referenced in Paragraph IV. (I)(4);
  4. **Lease Revision** as referenced in Paragraph IV. (I)(5);
  5. **Pet Policy**, as referenced in Paragraph IV. (I)(6); and
  6. **Emergency Procedures**, attached as **Appendix E**, as referenced in Paragraph IV. (I)(7).
- develop and submit a **Non-Housing Program Accessibility Plan**, as referenced in Paragraph IV. (H)(1)(a); **HUD** will provide its approval, or comments, **within forty-five (45) days of receipt of both** the **Non-Housing Program Accessibility Plan** and **UFAS-Accessibility Unit Plan**, as referenced in Paragraph IV (G)(2)(a);
  - submit a **draft letter** that will be distributed to all current HACL V employees, including contract employees, as referenced in Paragraph IV. (J)(1); **HUD** will provide its approval or comments **within thirty (30) days of receipt**. **Within thirty (30) days of HUD's approval**, HACL V will distribute the letter to all HACL V employees and contract employees, as referenced in Paragraph IV. (J)(3).

**H. Within one-hundred fifty (150) days of the effective date of this Agreement**, HACL V shall:

- develop and submit a **UFAS-Accessible Unit Plan** to construct or convert a minimum of 5%, or 104 UFAS-Accessible Housing Units, as referenced Paragraph IV (G)(2)(a). **HUD** will provide its approval or comments **within forty-five (45) days of receipt of both** the **UFAS-Accessible Unit Plan** and **Non-Housing Program Accessibility Plan**, as referenced in Paragraph IV. (H)(1);

**I. Within two hundred ten (210) days of the effective date of this Agreement**, HACL V shall:

- submit a draft **Limited English Proficiency Plan for the Section 8/Housing Choice Voucher Program**, as referenced in Paragraph IV (C)(2); **HUD** will provide its approval, or comments **within forty-five (45) days of receipt**. **HACL V will implement the Limited English Proficiency Plan within thirty (30) days of HUD's approval**;

**J. Within thirty (30) days after HUD approval of the ACOP**, the HACL V shall:

- submit a **draft Reasonable Accommodation Letter**, as referenced in Paragraph IV (I)(3)(d); **HUD** will provide its approval or comments **within thirty (30) days of receipt**;

**K. Within forty-five (45) days after HUD approval of the amended ACOP**, HACL V shall:

- submit a **draft Effective Communication Letter**, as referenced in Paragraph IV (I)(4)(b); **HUD** will provide its approval or comments on this Letter **within thirty (30) days of receipt**.

**L. Within sixty (60) days of HUD's approval of the amended ACOP, as referenced in Paragraph IV. (I)(2)**, HACL V shall:

- adopt the amended ACOP, as referenced in Paragraph IV (I)(1)(c).

- M. Within ninety (90) days following HUD's approval of the UFAS-Accessible Unit Plan,** HACLV shall:
- commence the procurement process for the construction or conversion of the UFAS-Accessible Units, as referenced in Paragraph IV. (G)(1)(b).
- N. Within fifteen (15) days of the completion of staff training, referenced in Paragraph IV (K)(1),** HACLV shall
- disseminate to each head of head of household a notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation and Effective Communication Policies, as referenced in Paragraph IV (L)(1).
- O. Within thirty (30) days of completion of the staff training referenced in Paragraph IV (K),** the HACLV shall:
- send the approved **Reasonable Accommodation Letter** to all heads of household, as referenced in Paragraph IV. (I)(3)(e);
  - send the approved **Effective Communication Letter** to all heads of household, as referenced in Paragraph IV. (I)(4)(c)
- P. Within thirty (30) days of HUD's approval of the Limited English Proficiency Plan (LEP Plan), as referenced in Paragraph IV (C),** the HACLV shall:
- implement the approved LEP Plan.
- Q. Within sixty (60) days following completed modifications at HACLV's Administrative Offices,** as referenced in Paragraph IV. (H)(2), HACLV shall:
- provide written certification through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that the Administrative Office(s) comply with the requirements of UFAS, and, where applicable, the ADA Standards. *See* Paragraph IV. (H)(2)(g).
- R. Within ninety (90) days following HACLV's completion of the UFAS-Accessible Units,** as referenced in Paragraph IV. (G)(1) and (2), above, HACLV shall:
- provide written certification through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that the UFAS-Accessible Units, including accessibility to Non-Housing Programs, comply with the requirements of UFAS, PIH Notice 2003-31 (HA), and, where applicable, the ADA Standards. *See* Paragraph IV. (G)(3)(b);
- S. Within three (3) years of the effective date of this Agreement, or no later than December 31, 2007,** HACLV shall:
- demonstrate the completion of the construction or conversion of **104 Total Housing Units**, as described in Paragraph IV. (G)(1). The annual production of UFAS-Accessible Units will occur at the following rate:

- 35 units by **December 31, 2005**;
- 35 units by **December 31, 2006**; and,
- 34 units by **December 31, 2007**;

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

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

**U. For the duration of the Agreement, HACLV shall:**

- provide all new HACLV employees, including contract employees, **during the mandatory new employee orientation**, with a copy of the letter referenced in Paragraph IV. (J)(3);
- **During the mandatory new employee orientation**, HACLV shall provide the educational program, as referenced in Paragraph IV (K), to all new employees and contract employees;
- maintain **Attendance Logs** for each training session conducted for the duration of this Agreement, as referenced in Paragraph IV. (K)(1)(d);
- provide a refresher notice, as referenced in Paragraph IV. (L)(2), to each head of household or his/her designee at the time of annual re-certification that describes this Agreement and a brief explanation of the Reasonable Accommodation Policy, as referenced in Paragraph IV. (L)(2).

**V. Quarterly Reports:**

- The HACLV will submit quarterly reports as stipulated below during the first year of this Agreement. The Department will review the HACLV's progress in effectuating the provisions of this VCA. If the Department determines that HACLV's actions are consistent with provisions of the VCA, subsequent reports will be submitted semi-annually;
- The HACLV will continue to submit quarterly reports of the UFAS-Accessible Unit Plan Reports for the duration of the 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 April 30, 2005, the Quarterly Report will cover the period from January 1, 2005-March 30, 2005];
- **Beginning April 30, 2005, and at quarterly intervals for the duration of the Agreement (i.e., July 2005; October 2005, January 2006, etc.), HACLV shall:**
  - ❖ submit a quarterly report **UFAS-Accessible Unit Plan Reports**, as referenced in Paragraph IV. (G)(4)(c);

- **Beginning April 30, 2005, and at quarterly intervals for the first year after the effective date of this duration of the Agreement (i.e., July 2005; October 2005; January 2006, etc.), HACLV shall:**
  - ❖ submit a quarterly **Scattered Site Inventory and Occupancy Report**, as referenced in Paragraph IV. (B)(1)(a);
  - ❖ submit a quarterly **Offer, Acceptance, Refusal, Applicant rejection, Transfers, and Eviction Report**, as referenced in Paragraph IV. (B)(1)(b)(ii);
  - ❖ submit a quarterly **Affirmative Fair Housing Marketing Plan Report**, as referenced in Paragraph IV. (B)(1)(c); -
  - ❖ submit a quarterly **Limited English Proficiency Implementation Report**, as referenced in Paragraph IV. (C)(5);
  - ❖ submit a **narrative description of each reasonable accommodation request** and/or inquiry, as referenced in Paragraph IV. (I)(3)(f) & (g);
  - ❖ provide HUD with its quarterly reports that summarize the progress toward developing the **educational program** and the dates the trainings were conducted, as referenced in Paragraph IV. (K)(4);
  - ❖ provide HUD with quarterly reports that reflect the HACLV's use of the Lease Revision to transfer residents without disabilities out of accessible units to provide housing for persons with disabilities who require the accessibility features of the unit, as referenced in Paragraph IV. I. (5)(a).

**W. Semi-Annual Reports:**

- **Beginning April 30, 2006**, if the Department determines that the quarterly reports submitted by HACLV during the first year of this Agreement are consistent with provisions of the VCA, subsequent reports will be submitted semi-annually. The HACLV will continue to submit quarterly reports of the UFAS-Accessible Unit Plan Reports for the duration of the Agreement
  - ❖ Each Semi-Annual Report will cover the time period of the 6-month period ending on the last day of the month before the end of the 6-month reporting period. [For example, if the Semi-Annual Report is due on July 31, 2006, the Semi-Annual reporting period will cover the period from January 1, 2006-June 30, 2006;.]
- **Beginning July 31, 2006, and at semi-annual intervals for the duration of the Agreement, HACLV shall:**
  - ❖ submit a semi-annual **Scattered Site Inventory and Occupancy Report**, as referenced in Paragraph IV. (B)(1)(a); -
  - ❖ submit a semi-annual **Offer, Acceptance, Refusal, Applicant rejection, Transfers, and Eviction Report**, as referenced in Paragraph IV. (B)(1)(b)(ii);
  - ❖ submit a semi-annual **Affirmative Fair Housing Marketing Plan Report**, as referenced in Paragraph IV. (B)(1)(c); -

- ❖ submit a semi-annual **Limited English Proficiency Implementation Report**, as referenced in Paragraph IV. (C)(5);
  - ❖ submit a Progress Report that documents its progress in meeting the approved goals and timetables for the **Replacement Housing Plan**, as referenced in Paragraph IV. (E) [The Progress Report is due only if the HACLTV plans to either develop or acquire replacement housing stock during the term of this Agreement.];
  - ❖ submit a narrative description of each **Reasonable Accommodation Request** and/or inquiry, as referenced in Paragraph IV. (I)(3)(f) & (g);
  - ❖ provide HUD with semi-annual reports that summarize the progress toward developing the **Educational Program** and the dates the trainings were conducted, as referenced in Paragraph IV. (K)(4);
  - ❖ provide HUD with quarterly reports that reflect the HACLTV's use of the Lease Revision to transfer residents without disabilities out of accessible units to provide housing for persons with disabilities who require the accessibility features of the unit, as referenced in Paragraph IV. I. (5)(a).
- X. If during the term of this Agreement HACLTV plans to either develop or acquire replacement housing stock, HACLTV must create and submit to HUD, a Replacement Housing Plan, as referenced in Paragraph IV. E. HUD will provide its approval, or comments, within ninety (90) days of receipt. HACLTV will implement the Replacement Housing Plan within ninety (90) days of HUD's approval of the Replacement Housing Plan.**
- Y. During the first year after the effective date of this Agreement, HUD shall conduct quarterly meetings with HACLTV to review HACLTV's progress in complying with the requirements of the VCA. Thereafter, HUD and HACLTV shall conduct annual meetings to review the progress of the VCA.**

## **VI. RECORDKEEPING REQUIREMENTS**

- A. During the term of this Agreement, HACLTV 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, HACLTV shall maintain all HACLTV 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 HACLTV's implementation of the Section 504 and ADA requirements of this Agreement.
- C. During the term of this Agreement, HACLTV shall maintain files containing documentation of its efforts to meet the following obligations of this Agreement:
  - (1) Scattered Site Inventory and Occupancy Report;
  - (2) Offer, Acceptance, Refusal, Applicant Rejection, Transfers, and Eviction;
  - (3) Affirmative Fair Housing Marketing Plan;

- (4) Limited English Proficiency Plan;
- (5) UFAS-Accessible Unit Plan;
- (6) Non-Housing Program Accessibility Plan;
- (7) Administrative Offices Accessibility Plan;
- (8) Transfer Policy;
- (9) Reasonable Accommodation Policy;
- (10) Effective Communication Policy;
- (11) Employee Notification; and,
- (12) Employee Education.

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

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

- A. HUD will monitor HACLV's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and HACLV will meet quarterly to discuss the HACLV's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with HACLV's Executive Director, Voluntary Compliance Agreement Administrator, Section 504/ADA Coordinator and/or other appropriate HACLV 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. In the event that HACLV fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD.
- C. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of HACLV under this Agreement.

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

- A. The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner. Upon a finding of non-compliance, HUD will provide HACLV with a written statement specifying the facts of the alleged non-compliance and a reasonable opportunity to resolve or cure the alleged non-compliance; or, in the alternative, an opportunity to negotiate in good faith HUD's findings of non-compliance. However, if the Department determines that HACLV has not satisfactorily resolved the findings of non-compliance, the Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement.

1. Any act(s) or omission(s) by an HACLV employee who violates the terms of this Agreement may serve as grounds for HUD's imposing debarment, as set forth in 24 C.F.R. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400; or limited denial of participation, as set forth in 24 C.F.R. § 24.705 for that employee.
  2. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's declaring a breach of the annual contributions contract (ACC) with respect to some or all of HACLV's functions.
  3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's withholding some or all of HACLV's Capital Fund Program funding. 24 C.F.R. § 968.335.
  4. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to deny HACLV high performer status. 24 C.F.R. § 901.115(e).
  5. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
  6. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.
  7. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.
- B. The acts set forth in this Section VIII are not mutually exclusive, and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

**IX. SIGNATURES**

**Housing Authority of the City of Las Vegas:**

\_\_\_\_\_  
Parviz Ghadiri  
Executive Director

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Jon Gant  
Deputy Assistant Secretary for  
Enforcement and Programs  
Office of Fair Housing and  
Equal Opportunity

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles E. Hauptman  
Director, Office of Fair Housing &  
Equal Opportunity

\_\_\_\_\_  
Date