



Voluntary Compliance Agreement / Conciliation Agreement

Among

United States Department of Housing and Urban Development

Office of Fair Housing and Equal Opportunity

and



and

Richmond Redevelopment and Housing Authority

Under

Section 504 of the Rehabilitation Act of 1973 (Section 504)

Title II of the Americans with Disabilities Act of 1990 (ADA)

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)

HUD CASE NOS.:

03-18-9086-4 (Section 504)

03-18-9086-D (Title II of the ADA)

03-18-9086-8 (Title VIII / Fair Housing Act)

03-21-R002-4 (Section 504)

I. PARTIES AND JURISDICTION

1. The Parties to this Agreement are the U.S. Department of Housing and Urban Development (HUD or the Department), [REDACTED] (Complainant), and the Richmond Redevelopment and Housing Authority, also known as RRHA (Respondent).
2. Complainant and her minor son are individuals with disabilities who resided in Respondent's unit. Complainant needed auxiliary aids and services to communicate effectively with Respondent. Complainant also requested that Respondent provide her and her minor son with reasonable accommodations to ensure her and her family's full participation in and benefit from, as well as the use and enjoyment of, her dwelling.
3. Respondent is a Public Housing Agency that owns and operates directly or through contractual or other arrangements public housing facilities and administers the Public Housing and various voucher-based programs and activities. Respondent includes any officers, directors, agents (including contractors), employees, successors, assigns, or subrecipients. Respondent is a recipient of federal financial assistance from HUD, as defined at 24 C.F.R. § 8.3, and is subject to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), and its implementing regulations, 24 C.F.R. part 8. Respondent is also a public entity subject to the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), and its implementing regulations, 28 C.F.R. part 35. *See* 28 C.F.R. § 35.104. Respondent is required to comply with Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (the Fair Housing Act).

II. BACKGROUND

4. This Agreement arises from a complaint that was filed by Complainant on April 16, 2018, alleging discrimination on the basis of disability by Respondent.
5. Complainant alleged that Respondent failed to ensure effective communication with her by failing to provide needed auxiliary aids and services, including a visual smoke detection system within her unit, a visual doorbell, assistance with in-person communication at Respondent's management office, and communication during an emergency heating outage. Complainant also alleged that Respondent denied necessary accommodations for her and her son, including refusing to install a door alarm and an additional lock on her unit's door. Complainant alleged that Respondent violated Section 504 and HUD's implementing regulations, specifically 24 C.F.R. §§ 8.4, 8.6, 8.20, 8.33; the ADA and its implementing regulations, specifically 28 C.F.R. §§ 35.130(b)(7), 35.160; and the Fair Housing Act and HUD's implementing regulations, specifically 24 C.F.R. §§ 100.203(a), 100.204(a).
6. HUD conducted an investigation and issued a Letter of Findings on February 11, 2022, which found that Respondent violated Section 504 and the ADA by failing to

take appropriate steps to ensure effective communication with Complainant. HUD found that Respondent failed to furnish appropriate auxiliary aids and services where necessary to afford Complainant an equal opportunity to participate in and benefit from Respondent's public housing program. HUD also found that Respondent failed to provide reasonable accommodations to Complainant and her minor son. In investigating the complaint, HUD concluded that Respondent lacks sufficient policies and procedures to ensure compliance with its obligations to take appropriate steps to ensure effective communication and to provide reasonable accommodations under Section 504 and the ADA. Finally, HUD found that Respondent's programs, services, and activities, when viewed in their entirety, are not readily accessible to or usable by individuals with disabilities.

7. As a result of the complaint, HUD widened its investigation to assess Respondent's compliance with Section 504 more broadly. During the course of the investigation, HUD identified evidence indicating: Respondent lacks an up-to-date assessment of the disability-related needs of its tenants and persons on its waitlists; Respondent maintains zero accessible units for persons with hearing or vision impairments; Respondent cannot show that its units purportedly accessible to persons with mobility impairments actually are so accessible; some units designated as mobility accessible are not properly tenanted and are either vacant or occupied by persons who do not need the accessibility features; and Respondent lacks accessible units in a range of sizes, including lacking any four-bedroom units designated as accessible to persons with mobility impairments. Because the issues under Section 504 identified through HUD's broader investigation overlap substantially with HUD's Letter of Findings, the Parties agree that the Remedial Actions in this Agreement collectively resolve Respondent's noncompliance with their obligations under federal disability law as identified through HUD's investigation into Complainant's complaint and through HUD's broader investigation of Respondent's programs, services, and activities.
8. Respondent represents that since the initiation of HUD's investigation into violations of Section 504 and the ADA, Respondent has worked voluntarily to (1) eliminate discriminatory housing practices, (2) prevent future discriminatory housing practices, (3) provide remedial affirmative activities to overcome discriminatory housing practices, (4) improve internal reporting requirements, and (5) more efficiently monitor Respondent's programs. In the furtherance of those goals, Respondent represents that the following affirmative remedial actions have been taken: offered training to all staff on effective communication with persons with disabilities; provided notices to all residents informing them of their right to request reasonable accommodations; revised Respondent's Reasonable Accommodation Request Form to make it more accessible to residents; reviewed all resident files to determine if disabled residents were properly accommodated; identified units within the current housing inventory that can be converted into units suitable for mobility and sensory impaired persons; ordered accessibility devices for said units; restructured Respondent's Compliance Department to create additional capacity to manage and administer reasonable accommodation requests; and worked with Respondent's software management provider to develop a Reasonable Accommodation workflow

process that will allow for more accurate and consistent tracking and reporting of all reasonable accommodation requests. HUD has not examined or verified any of the information stated in this paragraph, and HUD takes no position on whether any of the actions identified in this paragraph constitute compliance with any provision of this Agreement or with any provision of law.

9. The Parties enter into this Voluntary Compliance Agreement (VCA) / Conciliation Agreement (CA) to voluntarily resolve the findings identified in the Letter of Findings pursuant to Section 504 and the ADA and to resolve Complainant's Fair Housing Act complaint, as well as to voluntarily resolve issues under Section 504 identified during HUD's broader investigation of Respondent. *See* 24 C.F.R. § 8.56(j); 28 C.F.R. § 35.173; 24 C.F.R. part 103, subpart E. In order to resolve HUD Case Nos. 03-18-9086-4, 03-18-9086-D, 03-18-9086-8, and 03-21-R002-4, Respondent agrees to provide the relief specified herein including payment to Complainant in the amount of [REDACTED].

III. DEFINITIONS

10. This Agreement incorporates by reference all definitions under Section 504, Title II of the ADA, and the Fair Housing Act, as well as 24 C.F.R. parts 8 and 100, and 28 C.F.R. part 35, as such definitions exist as of the Effective Date of this Agreement and as amended.
11. The following terms shall have the meanings set out herein:
 - a. **Accessibility Standards** means and refers to the following:
 - i. For purposes of this Agreement the following standards shall apply:
 - A. For purposes of Section 504, the accessibility standard shall be the Uniform Federal Accessibility Standards (UFAS) for design, new construction, and substantial alterations, including alterations to achieve program accessibility, since July 11, 1988, or the Alternative Accessibility Standard, which incorporates the 2010 ADA Standards for Accessible Design as defined in 28 C.F.R. § 35.104, and the eleven (11) HUD exceptions;
 - B. For purposes of the ADA, for new construction, alterations, and alterations to achieve program accessibility, the 2010 ADA Standards for Accessible Design shall apply.
 - b. **Alternative Accessibility Standard** means and refers to the Alternative Accessibility Standard for new construction set out in HUD's Notice at 79 Fed. Reg. 29,4671 (May 23, 2014), when used in conjunction with: the new construction requirements of 24 C.F.R. part 8, including 24 C.F.R. § 8.22; and

the new construction requirements of 28 C.F.R. part 35, including the 2010 Standards for Accessible Design, as defined at 28 C.F.R. § 35.104 and as applied to public entities (excluding any elevator exceptions).

- c. **Auxiliary Aids and Services** means and refers to:
- i. Qualified interpreters on-site or through video remote interpreting (VRI) services; notetakers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing;
 - ii. Qualified readers; taped texts; audio recordings; Brailled materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs (SAP); large print materials; accessible electronic and information technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision;
 - iii. Acquisition or modification of equipment or devices; and
 - iv. Other similar services and actions. *See* 24 C.F.R. § 8.3; 28 C.F.R. § 35.104.
- d. **Assistance Animal** means and refers to animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, as well as animals that provide emotional support or alleviate one or more identified symptoms or effects of a person's disability. Assistance animals are not pets.
- e. **Days** means and refers to calendar days.
- f. **Effective Date** means and refers to the date of the last signature in Section X of this Agreement.
- g. **Housing Unit with Hearing/Vision Features** means and refers to a Housing Unit that complies with 24 C.F.R. § 8.22 and all applicable provisions of UFAS or the comparable provisions of the Alternative Accessibility Standard, including but not limited to § 809.5 of the 2010 Standards for Accessible Design. Hearing/Vision Features include but are not limited to visual alarms (UFAS §§ 4.34.10, 4.28.3), auxiliary alarms (UFAS §§ 4.34.10, 4.28.4),

telephone volume controls and hearing aid compatibility (UFAS § 4.31.5), protections against protruding objects (UFAS § 4.4), stairway requirements (UFAS §§ 4.9, 4.26.4), protections against exposed pipes and surfaces (UFAS §§ 4.19.4, 4.24.6, 4.34.6.5(8)), audible alarms (UFAS § 4.28.2), signage (UFAS § 4.30), push button controls for telephones (UFAS § 4.31.6), consumer information (UFAS § 4.34.4), and range, cooktop, and oven controls (UFAS §§ 4.34.6.6, 4.34.6.7).

- h. **Housing Unit with Mobility Features** means and refers to a Housing Unit that is located on an Accessible Route and complies with the requirements of 24 C.F.R. § 8.22 and all applicable provisions of UFAS or the comparable provisions of the Alternative Accessibility Standard, including but not limited to §§ 809.2 through 809.4 of the 2010 Standards for Accessible Design. A Housing Unit with Mobility Features can be approached, entered, and used by persons with mobility disabilities, including individuals who use wheelchairs.
- i. **Individual or Person with a Disability** means and refers to an individual 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, as modified by the ADA Amendments Act of 2008, Pub. L. 110-325, § 7(2), 122 Stat. 3558 (September 25, 2008), amending 29 U.S.C. § 705(20); *see also* 28 C.F.R. § 35.108 and 42 U.S.C. § 3602(h).
- j. **Neutral Accessibility Consultant or NAC** means and refers to one or more professionally credentialed experts such as architects, engineers, and/or structural engineers who are retained and paid by Respondent and approved in advance by HUD as having the requisite specialized knowledge, skills, experience, and expertise to successfully perform all of the NAC responsibilities and functions set out in this Agreement. HUD retains the ability to disapprove one or more of the NACs it had previously approved.
- k. **Reasonable Accommodation** means and refers to a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a Disability an equal opportunity to (1) use and enjoy a dwelling, including public and common use areas of a development; (2) participate in, or benefit from, a program (housing or non-housing), service, or activity; or (3) to avoid discrimination against an Individual with a Disability. Such an accommodation must be granted unless it would (i) pose an undue financial and administrative burden, or (ii) fundamentally alter the essential nature of the program, service, or activity. For purposes of this Agreement, a Reasonable Accommodation includes any physical or structural change to a housing unit or a public or common use area that would be considered a reasonable modification for purposes of the Fair Housing Act.

- l. **Substantial Alterations** means and refers to alterations undertaken to a project (including a public housing project as required by 24 C.F.R. § 8.25(a)(2)) that has fifteen (15) or more units and the cost of the alterations is seventy-five (75) percent or more of the replacement cost of the completed facility. When Substantial Alterations are made, then the new construction provisions of 24 C.F.R. § 8.22 apply for purposes of achieving physical accessibility.
- m. **Uniform Federal Accessibility Standards or UFAS** means and refers to a set of scoping requirements and standards for the design and construction of buildings and facilities to ensure that they are readily accessible to and usable by persons with disabilities. See Appendix A to 24 C.F.R. part 40 for residential structures, and Appendix A to 41 C.F.R. subpart 101-19.6 for general-type buildings (UFAS is also available on-line at www.access-board.gov). Pursuant to 24 C.F.R. § 8.32(a), effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of UFAS shall be deemed by HUD to comply, *inter alia*, with the requirements of 24 C.F.R. § 8.22.

IV. **TERM OF AGREEMENT**

12. This Agreement will be in effect for a period of five (5) years from the Effective Date of the Agreement or until HUD has determined that all actions required by the Agreement have been performed, whichever is later.
13. Notwithstanding Paragraph 12, above, if, after five (5) years from the Effective Date of the Agreement, HUD has determined that Respondent has not performed all actions required by the Agreement, all subsequent quarterly reporting required by Paragraph 91 of this Agreement may be limited to reporting on those provisions of the Agreement that have not yet been fulfilled by Respondent, as determined by HUD.

V. **REMEDIAL ACTIONS**

A. **NON-DISCRIMINATION**

14. Respondent shall comply with all provisions of Section 504 and HUD's implementing regulations at 24 C.F.R. part 8. HUD's Section 504 regulations provide that no person in the United States shall, on the grounds of disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity that receives federal financial assistance. See 29 U.S.C. § 794(a); 24 C.F.R. § 8.4.
15. Respondent shall comply with all provisions of the ADA and its implementing regulations at 28 C.F.R. part 35. The ADA implementing regulations provide that no qualified Individual with a Disability shall, on the basis of disability, be excluded

from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity. *See* 42 U.S.C. § 12132; 28 C.F.R. § 35.130.

16. Respondent shall take all appropriate steps to ensure effective communication with Individuals with Disabilities in all programs, services, and activities, including providing appropriate Auxiliary Aids and Services, which include, but are not limited to qualified sign language and other interpreters, assistive listening devices, Brailled materials, large print documents, audio recordings, and accessible web-based and email communications, in accordance with Section 504 and 24 C.F.R. part 8 and the ADA and applicable regulations at 28 C.F.R. part 35. In determining what Auxiliary Aids and Services are necessary, Respondent must give primary consideration to the requests of individuals with disabilities. 24 C.F.R. § 8.6(a)(1)(i) and 28 C.F.R. § 35.160(b)(2).
17. Respondent shall not discriminate in violation of the Fair Housing Act, which provides, *inter alia*, that it is unlawful to discriminate against any person in the terms, conditions, or privileges of the rental of a dwelling because of the disability of the renter, any person in or intending to reside in that dwelling, or any person associated with the renter. Discrimination includes a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling. *See* 42 U.S.C. §§ 3601-19; 24 C.F.R. part 100.
18. Respondent acknowledges that it is unlawful to intimidate, threaten, coerce, or retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under Section 504 or the ADA. *See* 24 C.F.R. § 8.56(k); 28 C.F.R. § 35.134; *see also* 42 U.S.C. § 3617.

B. DISABILITY-RELATED NEEDS ASSESSMENT

19. Accessibility Needs Survey. Respondent will provide to all program applicants, as well as to all program participants annually at the time of recertification and upon request, an "Accessibility Needs Survey." Respondent also must prominently post the Accessibility Needs Survey to its public-facing website in an accessible format (e.g., compliant with the Web Content Accessibility Guidelines 2.0 AA).
20. The purpose of the Accessibility Needs Survey will be to assess the disability-related needs of program applicants and participants with respect to Respondent's programs, services, and activities. The Accessibility Needs Survey will inform program applicants and participants of their right of equal access to Respondent's programs, services, and activities, and will gather information regarding applicants' and participants' needs relating to physical accessibility, sensory accessibility, effective communication, and reasonable accommodations, including assistance animals. The Accessibility Needs Survey will state that all completed Survey forms and any

information provided by applicants and participants on the Survey will be maintained by Respondent with appropriate confidentiality protections.

21. Respondent must ensure that paper copies of the Accessibility Needs Survey are readily available and prominently placed in all of Respondent's office locations, including management offices at Respondent's housing developments, as well as in at least one common use area other than a management office in each of Respondent's housing developments. At each of these locations, Respondent must provide a secure and confidential means for program applicants and participants to submit completed Survey forms, such as through a drop box.
22. Respondent must provide program applicants and participants with a variety of options for submitting completed Accessibility Needs Surveys to Respondent, including via hard-copy drop-off at accessible locations and via electronic submission. The Accessibility Needs Survey also must state that program applicants and participants may request and submit a new copy of the Survey at any time. The Accessibility Needs Survey must include telephone and email contact information for Respondent's 504 Coordinator (as defined in Section V.H of this Agreement). The Accessibility Needs Survey must state that program applicants and participants may make disability-related requests at any time via other methods, including verbally.
23. The Accessibility Needs Survey must be provided in a manner to afford meaningful access for limited English proficient (LEP) individuals in accordance with Title VI of the Civil Rights Act of 1964 and applicable regulations, including 24 C.F.R. part 1, and effective communication with individuals with disabilities in accordance with Section 504 and applicable implementing regulations, including 24 C.F.R. part 8, and the ADA and applicable regulations at 28 C.F.R. part 35, specifically 28 C.F.R. §§ 35.160(a) and (b).
24. Respondent must ensure that Accessibility Needs Survey forms submitted to Respondent by program applicants and participants are promptly reviewed both by the appropriate Property Manager (if applicable) and by the 504 Coordinator. Any requests for reasonable accommodations or for Auxiliary Aids and Services made on a Survey form must be processed according to Respondent's Reasonable Accommodation Policy and Procedure, Effective Communication Policy and Procedure, and/or Assistance Animal Policy, as appropriate. Information recorded on Survey forms also must be entered into Respondent's Reasonable Accommodation and Effective Communication Log, as appropriate. Information recorded on Accessibility Needs Survey forms must be considered by the 504 Coordinator in connection with the Coordinator's ongoing identification and evaluation of disability-related problems, issues, or trends, and with regard to the overall accessibility of Respondent's programs, activities, and services, as required by Paragraph 55.k of this Agreement.
25. Within 60 days of the Effective Date of this Agreement, Respondent must submit to HUD for approval a draft of its Accessibility Needs Survey. HUD will approve or

provide responsive comments on this draft Survey within 30 days of receipt from Respondent. Within 20 days of receipt from HUD, Respondent must incorporate any HUD comments on the Survey and submit the revised Survey to HUD for approval. Within 20 days of receipt from Respondent, HUD will either provide approval of the Survey or will provide further comments. Respondent must incorporate any such comments, and the same process described immediately above will apply until HUD provides its approval of the Survey. Respondent must begin using the Survey within five (5) days of receiving Departmental approval.

26. Throughout the term of this Agreement, Respondent must not change the Accessibility Needs Survey without obtaining advance written approval for any such changes from HUD.
27. Respondent also must provide to program applicants and participants a separate "Notice of Availability of Auxiliary Aids and Services," as set forth in Paragraph 31 below.

C. EFFECTIVE COMMUNICATION POLICY AND PROCEDURE

28. Effective Communication Policy and Procedure. Within 150 days of the Effective Date of this Agreement, Respondent must submit to HUD for approval an Effective Communication Policy and Procedure detailing how Respondent will comply with its responsibility to take appropriate steps to ensure effective communication with Individuals with Disabilities. HUD will approve or provide responsive comments on this draft Policy and Procedure within 30 days of receipt from Respondent. Within 20 days of receipt from HUD, Respondent must incorporate any HUD comments on the Policy and Procedure and submit the revised Policy and Procedure to HUD for approval. Within 20 days of receipt from Respondent, HUD will either provide approval of the Policy and Procedure or will provide further comments. Respondent must incorporate any such comments, and the same process described immediately above will apply until HUD provides its approval of the Policy and Procedure. Respondent must begin using the Policy and Procedure within 45 days of receiving Departmental approval.
29. The Effective Communication Policy and Procedure required by Paragraph 28 shall comply with the standards set forth in 24 C.F.R. § 8.6 and 28 C.F.R. §§ 35.160-35.164, and shall:
 - a. State how Respondent will provide interested persons, including persons with hearing, vision, speech, manual, cognitive, and other communication-related disabilities, with information concerning the existence and location of accessible services, activities, and facilities;
 - b. Explain how Respondent will consult with all applicants and participants known by Respondent to have a need or potential need for Auxiliary Aids or Services. At minimum, Respondent agrees to consult with such individuals

- on a quarterly basis to determine whether such applicants or participants need an Aid or Service or a modification to an existing Aid or Service;
- c. State that individuals will not be asked or required to provide and/or pay for their own interpreters or other Auxiliary Aids or Services;
 - d. Provide for individuals who are blind, have low vision, or have cognitive disabilities to receive forms, notices, and other information in alternative formats, as reasonably requested, including requests to receive in a requested alternative format all print materials distributed, posted, or made available to applicants and participants;
 - e. Establish mechanisms to ensure that, during emergent situations (e.g., fire, natural disaster, utility outage, active shooter), persons with communication-related disabilities are timely provided with alerts and important information via accessible methods;
 - f. Make individuals aware of the availability of Auxiliary Aids and Services to support successful completion of Respondent's tenant recertification process; and
 - g. Provide contact information (telephone and email) for Respondent's 504 Coordinator.
30. Respondent must provide the Effective Communication Policy and Procedure to all program applicants, as well as to all program participants annually at the time of recertification and upon request. Respondent also must prominently post the Policy and Procedure to its public-facing website in an accessible format (e.g., compliant with the Web Content Accessibility Guidelines 2.0 AA). The Policy and Procedure must be provided in a manner to afford meaningful access for limited English proficient (LEP) individuals in accordance with Title VI of the Civil Rights Act of 1964 and applicable regulations, including 24 C.F.R. part 1, and effective communication with Individuals with Disabilities in accordance with Section 504 and applicable implementing regulations, including 24 C.F.R. part 8, and the ADA and applicable regulations at 28 C.F.R. part 35, specifically 28 C.F.R. §§ 35.160(a) and (b).
31. Notice of Availability of Auxiliary Aids and Services. Respondent also must provide to all program applicants and participants, including annually at the time of recertification and upon request, a "Notice of Availability of Auxiliary Aids and Services" stating that Respondent is obligated to make available, at no charge to the applicant or participant, Auxiliary Aids and Services where necessary to ensure effective communication with Individuals with Disabilities in all programs and activities. The Notice must be provided in a manner to afford meaningful access for limited English proficient (LEP) individuals in accordance with Title VI of the Civil Rights Act of 1964 and applicable regulations, including 24 C.F.R. part 1, and

effective communication with Individuals with Disabilities in accordance with Section 504 and applicable implementing regulations, including 24 C.F.R. part 8, and the ADA and applicable regulations at 28 C.F.R. part 35, specifically 28 C.F.R. §§ 35.160(a) and (b). Respondent also must prominently post the Notice of Availability of Auxiliary Aids and Services to its public-facing website in an accessible format (e.g., compliant with the Web Content Accessibility Guidelines 2.0 AA).

- a. All written text on the Notice must be in 18-point or larger text. The Notice must include the International Symbol for Hearing Loss, the International Symbol for TTYs, the Symbol for Sign Language Interpretation, the Symbol for Large Print, the Braille Symbol, and contact information (telephone and email) for Respondent's 504 Coordinator.
 - b. The Notice should explain the availability of common examples of needed Auxiliary Aids and Services, such as Sign Language Interpretation.
 - c. Respondent must ensure that paper copies of the Notice of Availability of Auxiliary Aids and Services are readily available and prominently placed in all of Respondent's office locations, including management offices at Respondent's housing developments, as well as in at least one common use area other than a management office in each of Respondent's housing developments.
 - d. Within 120 days of the Effective Date of this Agreement, Respondent must submit to HUD for approval a draft of its Notice of Availability of Auxiliary Aids and Services. HUD will approve or provide responsive comments on this draft Notice within 30 days of receipt from Respondent. Within 20 days of receipt from HUD, Respondent must incorporate any HUD comments on the Notice and submit the revised Notice to HUD for approval. Within 20 days of receipt from Respondent, HUD will either provide approval of the Notice or will provide further comments. Respondent must incorporate any such comments, and the same process described immediately above will apply until HUD provides its approval of the Notice. Respondent must begin using the Notice within 30 days of receiving Departmental approval.
32. Throughout the term of this Agreement, Respondent must retain records of all complaints Respondent receives which allege or suggest that Respondent may be in violation of the Effective Communication Policy and Procedure, or the fair housing and civil rights requirements at issue in this Agreement more generally, including documents relating to the facts and contentions at issue in such complaints. Respondent must provide reports to HUD documenting any complaints relating to effective communication, as required under Section IX of this Agreement.
33. Throughout the term of this Agreement, Respondent must not change the Effective Communication Policy and Procedure or the Notice of Availability of Auxiliary Aids

and Services without obtaining advance written approval for any such changes from HUD.

D. REASONABLE ACCOMMODATION POLICY AND PROCEDURE

34. Reasonable Accommodation Policy and Procedure. Within 120 days of the Effective Date of this Agreement, Respondent must submit to HUD for review and approval a Reasonable Accommodation Policy and Procedure for processing all future Reasonable Accommodation requests made to Respondent's employees and agents. Respondent may submit to HUD any existing policy and/or procedure on reasonable accommodations already in use; however, Respondent must first review any such policy and/or procedure to ensure that the requirements of Paragraphs 35, 36, and 37, below, are satisfied. If Respondent determines that modifications to any existing policy and/or procedure are required to satisfy Paragraphs 35, 36, and 37, Respondent must submit to HUD for review and approval a proposed revised Reasonable Accommodation Policy and Procedure.

35. The Reasonable Accommodation Policy and Procedure must include, at a minimum, the following information: (1) a definition of Reasonable Accommodation, which includes a definition of a person with a disability, consistent with the requirements of this Agreement and applicable law; (2) the process through which Respondent will notify the public about the Reasonable Accommodation Policy and Procedure, consistent with the requirements of this Agreement; (3) a commitment that requested disability-related accommodations will be granted and promptly provided unless they fundamentally alter the nature of Respondent's program or impose undue financial and administrative burdens, considering all resources available to Respondent; (4) a description of the interactive process to be used if a request poses a fundamental alteration or undue financial and administrative burdens; (5) a commitment to seek only the minimum information needed to determine if the accommodation sought would serve an individual's disability-related need(s); (6) a provision that Respondent will consider Reasonable Accommodation requests on a case-by-case basis; (7) provisions identifying applicable waitlist policies and procedures as they relate to Reasonable Accommodation requests; (8) the formal appeal/grievance procedures for the Reasonable Accommodation process; (9) form letters that will be used to document each response to Reasonable Accommodation requests, including approval letters, denial letters, request for additional information letters, appeal/grievance forms, and implementation letters; (10) contact information (telephone and email) for Respondent's 504 Coordinator; and (11) an explanation of unit transfers as Reasonable Accommodations, as opposed to unit transfers that are unrelated to the fulfillment of a Reasonable Accommodation request, including the following requirements:

- a. The procedure for providing reasonable assistance with locating and transferring to an accessible unit or a unit meeting the needs of a tenant with disabilities (e.g., a ground floor unit) after a Reasonable Accommodation

- request is approved for such a unit, if the tenant's current unit cannot be modified to add the accessibility features that the tenant needs;
- b. Tenants who need a transfer as a Reasonable Accommodation for their disability will be given priority on the transfer list over tenants who request transfers for any other reason other than emergencies affecting health or safety;
 - c. Respondent must pay the reasonable moving-related expenses for tenants with disabilities who have a disability-related need for a transfer to another unit or development as a Reasonable Accommodation;
 - d. Respondent must pay the reasonable moving-related expenses for tenants without disabilities who occupy a Housing Unit with Hearing/Vision Features or a Housing Unit with Mobility Features and are required to relocate in order to make a housing unit available to person(s) with disabilities;
 - e. The 504 Coordinator must coordinate transfers of tenants with disabilities and placements of applicants with disabilities who need Housing Units with Hearing/Vision Features or Housing Units with Mobility Features, or other units with accessibility features; and
 - f. Respondent must keep a list of all relocations that are carried out under the terms of the Lease Addendum or otherwise for purposes of a Reasonable Accommodation. The 504 Coordinator must submit this list to HUD as part of the reporting required under Section IX of this Agreement.
36. Respondent's Reasonable Accommodation Policy and Procedure must not include any provision stating that Respondent reserves the right to review the facts and circumstances of any Reasonable Accommodation request annually and determine whether the situation warrants annual resubmission of the request. Any such provision in Respondent's existing policy and/or procedure must be removed.
37. Respondent's Reasonable Accommodation Policy and Procedure must not include any statement or suggestion that persons requesting reasonable accommodations must provide detailed descriptions of their disabilities. Any such provision in Respondent's existing policy and/or procedure must be removed. In making such a change, Respondent must refer to the guidance provided in the Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *Reasonable Accommodations Under the Fair Housing Act*, at Questions 17 and 18 (May 17, 2004).
38. HUD will approve or provide responsive comments on Respondent's draft Reasonable Accommodation Policy and Procedure within 30 days of receipt from Respondent. Within 20 days of receipt from HUD, Respondent must incorporate any HUD comments on the Reasonable Accommodation Policy and Procedure and submit

the revised Policy and Procedure to HUD for approval. Within 20 days of receipt from Respondent, HUD will either provide approval or will provide further comments. Respondent must incorporate any such comments, and the same process described immediately above will apply until HUD provides its approval of the Policy and Procedure. Respondent must begin using the Reasonable Accommodation Policy and Procedure within 30 days of receiving Departmental approval.

39. Throughout the term of this Agreement, Respondent must not change the Reasonable Accommodation Policy and Procedure without obtaining advance written approval for any such changes from HUD.
40. Respondent must provide the Reasonable Accommodation Policy and Procedure to all program applicants, as well as to all program participants annually at the time of recertification and upon request. Respondent also must prominently post the Reasonable Accommodation Policy and Procedure to its public-facing website in an accessible format (e.g., compliant with the Web Content Accessibility Guidelines 2.0 AA). The Policy and Procedure must be provided in a manner to afford meaningful access for limited English proficient (LEP) individuals in accordance with Title VI of the Civil Rights Act of 1964 and applicable regulations, including 24 C.F.R. part 1, and effective communication with Individuals with Disabilities in accordance with Section 504 and applicable implementing regulations, including 24 C.F.R. part 8, and the ADA and applicable regulations at 28 C.F.R. part 35, specifically 28 C.F.R. §§ 35.160(a) and (b).
41. Throughout the term of this Agreement, Respondent must retain records of all complaints Respondent receives which allege or suggest that Respondent may be in violation of the Reasonable Accommodation Policy and Procedure, or the fair housing and civil rights requirements at issue in this Agreement more generally, including documents relating to the facts and contentions at issue in such complaints. Respondent must provide reports to HUD documenting any complaints relating to Reasonable Accommodations, as required under Section IX of this Agreement.

E. ASSISTANCE ANIMALS

42. Within 150 days of the Effective Date of this Agreement, Respondent must submit to HUD for review and approval an Assistance Animal Policy for processing requests for assistance animals. This Policy must be consistent with fair housing requirements governing assistance animals, including service animals and assistance animals other than service animals, and must be consistent with HUD guidance on assistance animals. The Assistance Animal Policy must contain, at minimum:
 - a. A definition of a person with a disability consistent with the requirements of this Agreement;

- b. A commitment to allow assistance animals, including animals that meet the definition of “service animal” under the ADA, as well as assistance animals other than service animals;
 - c. A commitment to assess all requests for assistance animals—including service animals and assistance animals other than service animals—pursuant to Respondent’s Reasonable Accommodation Policy and Procedure, consistent with this Agreement;
 - d. A statement that assistance animals are excluded from the breed and weight restrictions set forth in Respondent’s Pet Policy;
 - e. A statement that pet fees and deposits are not applicable to assistance animals;
 - f. Appropriate guidelines on the types of information Respondent may request to assess whether an animal is a service animal; and
 - g. Appropriate guidelines on the information Respondent may request to determine if an assistance animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to an individual’s disability.
43. HUD will approve or provide responsive comments on Respondent’s draft Assistance Animal Policy within 30 days of receipt from Respondent. Within 20 days of receipt from HUD, Respondent must incorporate any HUD comments on the Assistance Animal Policy and submit the revised Policy to HUD for approval. Within 20 days of receipt from Respondent, HUD will either provide approval of the Policy or will provide further comments. Respondent must incorporate any such comments, and the same process described immediately above will apply until HUD provides its approval of the Policy. Respondent must begin using the Assistance Animal Policy within 30 days of receiving Departmental approval.
44. Throughout the term of this Agreement, Respondent must not change the Assistance Animal Policy without obtaining advance written approval for any such changes from HUD.
45. Respondent must provide the Assistance Animal Policy to all program applicants, as well as to all program participants annually at the time of recertification and upon request. Respondent also must prominently post the Assistance Animal Policy to its public-facing website in an accessible format (e.g., compliant with the Web Content Accessibility Guidelines 2.0 AA). The Policy must be provided in a manner to afford meaningful access for limited English proficient (LEP) individuals in accordance with Title VI of the Civil Rights Act of 1964 and applicable regulations, including 24 C.F.R. part 1, and effective communication with Individuals with Disabilities in accordance with Section 504 and applicable implementing regulations, including 24

C.F.R. part 8, and the ADA and applicable regulations at 28 C.F.R. part 35, specifically 28 C.F.R. §§ 35.160(a) and (b).

F. LEASE DOCUMENTS

46. Respondent must update its standard-form public housing lease to include the following:
- a. A statement that maintenance and service requests can be made by means other than a phone call, such as in person, via email, or via other written communication methods, for tenants with a disability-related need to use alternative methods of communication, and that Respondent is obligated to make available, at no charge to the tenant, Auxiliary Aids and Services where necessary to ensure effective communication with individuals with disabilities.

G. REASONABLE ACCOMMODATION AND EFFECTIVE COMMUNICATION LOG

47. Within 20 days of the Effective Date of this Agreement, Respondent must develop a spreadsheet or comparable electronic organizational system (“Log”) for tracking all Reasonable Accommodation requests (including requests relating to assistance animals), all requests for Auxiliary Aids and Services, and the occurrence of consultation with program applicants and participants known by Respondent to have a need or potential need for Auxiliary Aids and Services (as required under Paragraph 29.b above). The Log must include the following information:
- a. Name of the requester, or participant/applicant with whom consultation occurred;
 - b. Address of the requester, or participant/applicant with whom consultation occurred;
 - c. Contact information (phone, email, address) of requester, or participant/applicant with whom consultation occurred;
 - d. Date of request or instance of consultation;
 - e. In instances of requests, the nature of request (e.g., Reasonable Accommodation requested, or effective communication Auxiliary Aids and Services requested), and the name and title of Respondent’s employee or agent who first received notice of the request;
 - f. In instances of consultation regarding effective communication, description of the consultation, including: name and title of Respondent’s employee who consulted with the program participant or applicant; method of consultation

(e.g., in person, phone, email, text message); summary of communication; and any action steps resulting from the consultation;

- g. Decision on request (approved or denied);
- h. Date of decision;
- i. Reason for denial (if applicable);
- j. Status of request, including the date a requested Reasonable Accommodation or Auxiliary Aid or Service was actually provided, to include the date that a disability-related unit transfer has been completed; and
- k. Any other notes.

48. Once Respondent receives Departmental approval of the Effective Communication Policy and Procedure and the Reasonable Accommodation Policy and Procedure, and throughout the term of this Agreement, the Log must be used and maintained with current, accurate, and up-to-date information in accordance with any requirements set forth in such Policies and Procedures.

H. 504 COORDINATOR

49. Within five (5) days of the Effective Date of this Agreement, Respondent must identify to HUD an individual to be designated as Respondent's 504 Coordinator for purposes of this Agreement, and as required under 24 C.F.R. § 8.53(a) and 28 C.F.R. § 35.107(a). This person will be the lead Respondent official tasked with ensuring compliance with disability rights laws, regulations, and requirements, and all matters related to effective communication and Reasonable Accommodations. This individual must be in the position full-time and possess specific knowledge regarding compliance with disability rights laws. HUD has final authority to reject an individual proposed for this position. If HUD determines that an individual proposed by Respondent for the position of 504 Coordinator is unsatisfactory, within five (5) days thereafter, Respondent must propose an alternate individual to serve in that capacity.
50. The 504 Coordinator is Respondent's designated employee for receiving disability-related complaints; all of Respondent's employees and agents must promptly transmit any such complaints directly to the 504 Coordinator.
51. The 504 Coordinator must report directly to Respondent's Chief Compliance Officer. The Chief Compliance Officer must report directly to Respondent's Chief Executive Officer.
52. Within 30 days of the Effective Date of this Agreement, Respondent must provide to HUD a list of all employees and agents that will have any involvement with disability rights, Reasonable Accommodation, and effective communication matters. This list

must identify the names, titles, and roles assigned to each of these persons. Respondent must also provide as part of this submittal the organizational structure governing Reasonable Accommodations, other disability-related requests, and consultation regarding effective communication.

I. INTERNAL CONTROLS AND ACCOUNTABILITY

53. At each of Respondent's public housing developments, the Property Manager will be responsible for ensuring that all disability-related issues, including all Reasonable Accommodation requests and requests for Auxiliary Aids and Services, as well as all grievances concerning disability-related matters, are reviewed and communicated to the 504 Coordinator within five (5) business days of receipt by any employee or agent of Respondent, or sooner if the matter is of an urgent nature.
54. Once every two weeks during the term of this Agreement, each Property Manager must submit to the 504 Coordinator a report that includes the following information with regard to the public housing development for which the Property Manager has responsibility:
 - a. For any new disability-related requests, the information necessary to make an entry on the Reasonable Accommodation and Effective Communication Log;
 - b. For existing disability-related requests, any information necessary to update the entry on the Reasonable Accommodation and Effective Communication Log, as appropriate. For existing requests that have not yet been either denied or fulfilled, this information must include a description of the current status of Respondent's work to decide upon or fulfill the request (including a description of any ongoing interactive process with the requester), an explanation as to why the request has not yet been decided upon or fulfilled, a description of action steps required to decide upon or fulfill the request, an estimated date of decision and/or fulfillment, and a description of any temporary accommodations being provided in the interim;
 - c. For any instances of consultation with program participants known by Respondent to have a need or potential need for Auxiliary Aids and Services, the information necessary to make an entry on the Reasonable Accommodation and Effective Communication Log;
 - d. A certification that any effective communication consultations due to occur during the prior week have occurred;
 - e. In the report that immediately follows the annual distribution of recertification paperwork, a certification that all program participants have received the Accessibility Needs Survey, Notice of Availability of Auxiliary Aids and Services, Effective Communication Policy and Procedure, Reasonable Accommodation Policy and Procedure, and Assistance Animal Policy;

- f. Identification and description of any new disability-related grievances;
 - g. Identification and description of any existing disability-related grievances that remain unresolved, or for which Respondent is undertaking ongoing action to resolve;
 - h. Identification and description of any disability-related problems or issues for which the Property Manager requires assistance from the 504 Coordinator.
55. Once per month during the term of this Agreement, Respondent's Chief Compliance Officer must submit to Respondent's Chief Executive Officer a report that includes the following information:
- a. A certification that all Property Managers have timely submitted the biweekly reports required under Paragraph 54 during the preceding month, or, if not, identification of which Property Managers have failed to timely submit their reports and a description of action taken by the 504 Coordinator to obtain the report(s);
 - b. A certification that the Accessibility Needs Survey, Notice of Availability of Auxiliary Aids and Services, Effective Communication Policy and Procedure, Reasonable Accommodation Policy and Procedure, and Assistance Animal Policy have been provided to program applicants and participants when required during the preceding month;
 - c. A count of the number of Accessibility Needs Surveys submitted to Respondent by program applicants and participants during the preceding month, and a certification that all such Survey forms have been reviewed by the 504 Coordinator and the appropriate Property Manager (if applicable) and that any requests for Reasonable Accommodations or Auxiliary Aids and Services have been entered on the Reasonable Accommodation and Effective Communication Log;
 - d. A certification that the Effective Communication Policy and Procedure has been followed during the preceding month, or, if not, a description of known failure(s) to adhere to the Effective Communication Policy and Procedure and a description of action taken by the 504 Coordinator to correct the failure(s);
 - e. A certification that the Reasonable Accommodation Policy and Procedure has been followed during the preceding month, or, if not, a description of known failure(s) to adhere to the Reasonable Accommodation Policy and Procedure and a description of action taken by the 504 Coordinator to correct the failure(s);
 - f. A certification that the Assistance Animal Policy has been followed during the preceding month, or, if not, a description of known failure(s) to adhere to the

Assistance Animal Policy and a description of action taken by the 504 Coordinator to correct the failure(s);

- g. A certification that the 504 Coordinator has personally reviewed the Reasonable Accommodation and Effective Communication Log at least once weekly during the preceding month and that the Log is accurate and up-to-date, or, if it is not accurate and up-to-date, a description of action taken by the 504 Coordinator to correct the failure(s);
 - h. A list of all disability-related requests that have not yet been either denied or fulfilled by Respondent, including: a description of the current status of Respondent's work to decide upon or fulfill the request, an explanation as to why the request has not yet been decided upon or fulfilled, a description of action steps required to decide upon or fulfill the request, an estimated date of decision and/or fulfillment, and a description of any temporary accommodations being provided in the interim;
 - i. A statement identifying: the number of emails sent by program applicants or participants directly to the 504 Coordinator's email inbox during the preceding month; the 504 Coordinator's average response time; and the 504 Coordinator's single longest response time;
 - j. Identification and description of all disability-related grievances or other disability-related complaints submitted to or against Respondent or any of its employees or agents during the preceding month, as well as information regarding the 504 Coordinator's actions in response to each grievance or complaint; and
 - k. A description of any disability-related problems, issues, or trends, including overall accessibility of Respondent's programs, activities, and services, which the 504 Coordinator has identified during the preceding month, or which the 504 Coordinator is monitoring or addressing on an ongoing basis.
56. The certifications required under Paragraphs 54 and 55 must include a statement that the individual providing the certification (i.e., the Property Manager of a public housing development or Respondent's Chief Compliance Officer) is either personally aware of the accuracy of the information provided or has taken reasonable steps to verify the accuracy of the information provided, and also must include a brief description of the source of the information and the steps taken to ensure the accuracy of the information.
57. Once per quarter during the term of this Agreement, Respondent's Chief Executive Officer, Chief Compliance Officer, and 504 Coordinator must meet to discuss Respondent's overall performance with regard to disability-related issues, including compliance with the terms of this Agreement and identification of any areas for improvement.

58. Once per year during the term of this Agreement, Respondent's Board of Commissioners must meet to review Respondent's performance with regard to disability-related issues, including but not limited to Respondent's compliance with this Agreement. Prior to the Board's meeting, each Board member must have read the three most recent quarterly reports that Respondent has submitted to HUD as required under Paragraph 91 of this Agreement. Respondent's Chief Compliance Officer and 504 Coordinator must attend the meeting and be available to respond to questions from Board members. The minutes of this meeting must be included as an attachment to Respondent's next quarterly report to HUD.
59. During the term of this Agreement, any performance evaluation criteria for Respondent's Property Managers must include elements, on which the Property Managers are scored and which factor into the Property Managers' overall evaluation, concerning their fulfillment of responsibilities relating to disability rights, including but not limited to the duties set forth in this Agreement.
60. During the term of this Agreement, any performance evaluation criteria for Respondent's 504 Coordinator and Chief Compliance Officer must include elements, on which the 504 Coordinator and Chief Compliance Officer are scored and which factor into their overall evaluations, concerning their fulfillment of responsibilities relating to disability rights, including but not limited to the duties set forth in this Agreement.

J. PHYSICAL AND SENSORY ACCESSIBILITY OF RESPONDENT'S MULTIFAMILY HOUSING DEVELOPMENTS

61. Remediation and Retrofitting of Existing Housing Developments. Respondent shall ensure physical and sensory accessibility throughout its fourteen (14) multifamily housing developments in the Public Housing program, and at two (2) multifamily housing developments that recently transitioned to the Project Based Voucher (PBV) program, which consist of: Creighton Court (504 units); Fairfield Court (447 units); Gilpin Court (781 units); Hillside Court (472 units); Mosby Court (458 units); Whitcomb Court (441 units); Old Brook (25 units); 1611 4th Avenue (105 units); Fredrick A. Fay Towers (120 units); 1920 Stonewall (70 units); 1200 Decatur (24 units); Melvin C. Fox Manor (50 units); 700 South Lombardy (75 units); Blackwell Senior Cottages (18 total completed/uncompleted units); Fulton Apartments (64 units, PBV); and Randolph Apartments (52 units, PBV), through, at minimum, the following:
 - a. No later than 100 days following the Effective Date of this Agreement, Respondent shall seek HUD's approval of a Neutral Accessibility Consultant to serve as NAC and shall retain the NAC within 90 days of obtaining HUD's approval.
 - b. No later than 120 days following the retention of the NAC, the NAC shall conduct on-site accessibility surveys of the existing housing developments

identified in this Paragraph pursuant to the Accessibility Standards defined in this Agreement to determine:

- i. Whether any Housing Units with Hearing/Vision Features exist, and if so, where they are located;
 - ii. Whether any Housing Units with Mobility Features exist, and if so, where they are located; and
 - iii. Where additional Housing Units with Hearing/Vision Features and Housing Units with Mobility Features could be created in each of the existing housing developments identified in this Paragraph, such that each development will have, at minimum, five (5) percent Units with Mobility Features and an additional two (2) percent Units with Hearing/Vision Features.
- c. Respondent shall require the owner(s) of Fulton Apartments and Randolph Apartments, consistent with tenant notification requirements, to provide to the NAC full and unlimited access to all internal and external areas of those developments, including Housing Units.
- d. Within 60 days of the on-site surveys being completed by the NAC, the NAC shall provide Respondent with survey reports, recommendations, and proposed plans, including costs, for remediation and retrofitting of each of the existing housing developments identified in this Paragraph. Survey reports shall:
- i. Specify the Accessibility Standards used;
 - ii. For purported existing developments with Housing Units with Hearing/Vision Features and Housing Units with Mobility Features or existing housing developments, identify all of the elements of the development that do not comply with the Accessibility Standards and structural modifications required to achieve compliance, including requirements for dispersal of Housing Units with Hearing/Vision Features and Housing Units with Mobility Features pursuant to 24 C.F.R. § 8.26;
 - iii. Include a preliminary scope of work necessary to remedy any existing non-compliance with the Accessibility Standards;
 - iv. Include a preliminary scope of work necessary to create the required number of Housing Units with Hearing/Vision Features and Housing Units with Mobility Features, by development, including the location within each development for such units in accordance with the dispersal requirements at 24 C.F.R. § 8.26; and

- v. Include a preliminary cost estimate for all remediation and retrofitting.
- e. Within 30 days of receipt of the NAC's recommendation, Respondent must submit to HUD for approval a draft plan for remediation and retrofitting of the existing housing developments identified in this Paragraph, demonstrating how Respondent will ensure compliance with the Accessibility Standards and provide the minimum required number of Housing Units with Hearing/Vision Features and Housing Units with Mobility Features ("Remediation and Retrofit Plan"). HUD will approve or provide responsive comments on the Remediation and Retrofit Plan within 30 days of receipt from Respondent. Within 20 days of receipt of any comments from HUD, Respondent must incorporate those comments and submit the revised Plan to HUD for review. HUD will either approve or provide further comments on the revised Plan within 20 days of receipt from Respondent. Respondent must incorporate any such comments, and the same process described immediately above will apply until HUD provides its approval of the Remediation and Retrofit Plan. Respondent must begin using the Remediation and Retrofit Plan within 15 days of receiving Departmental approval.
- f. Within two (2) years of HUD's approval of the Remediation and Retrofit Plan, Respondent (or, as appropriate, the owner(s) of Fulton Apartments and Randolph Apartments) shall complete such remediation and retrofits across the existing housing developments identified in this Paragraph. Respondent shall use any and all available legal means as may be necessary to obtain the cooperation of or compel the compliance of the owner(s) of Fulton Apartments and Randolph Apartments, to ensure that the required remediation and retrofits occur. In the event Respondent is unable to secure the cooperation of the owner(s) of Fulton Apartments and Randolph Apartments, Respondent may refer the owner(s) to HUD for the provision of technical assistance or such enforcement actions as HUD deems appropriate. Respondent shall cooperate in any enforcement action by HUD, the Department of Justice, or another agency in connection with any noncooperation or noncompliance by those owners. Within 90 days of completion of remediation and retrofitting, the NAC shall conduct on-site accessibility surveys to confirm compliance with the Accessibility Standards. Within 60 days of completion of the on-site accessibility surveys, the NAC shall provide to Respondent survey reports that meet the requirements of Paragraph 61(d), above.
- g. Verification and Certification of Compliance. Upon confirming that the remediation and retrofitting resolves Respondent's noncompliance and complies with the Accessibility Standards, the NAC shall provide Respondent with a Certification of Compliance with Accessibility Standards, attached to this Agreement as Attachment B, and verify compliance for each existing housing development. Respondent shall then certify compliance and provide

HUD with certifications for each existing housing development within five (5) days of receiving verification from the NAC.

62. Relocation of Existing Tenants. To the extent existing tenants must be relocated in order to perform remediation and retrofits of existing housing developments, Respondent shall temporarily relocate existing tenants, at Respondent's expense (or at the expense of the owner(s) of Fulton Apartments and Randolph Apartments), as appropriate based on the factors enumerated in this Paragraph and as needed to comply with Reasonable Accommodation requirements under federal law. Respondent shall comply with all otherwise applicable relocation assistance law in carrying out temporary relocation under this Agreement, which may include the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended. In evaluating when relocation during retrofit or remediation work is appropriate, considerations shall include the scope of the work, the amount of time necessary to complete the work, interference with the usability of the housing unit, the disability-related concerns of the occupant relating to the effects of the construction (e.g., noise, dust, asbestos and/or lead abatement, or temporarily unusable paths of travel), and other relevant factors.
63. Verification by the Department. HUD reserves the right to conduct periodic on-site reviews of the housing developments identified in Paragraph 61 of this Agreement to verify compliance with this Agreement and the Accessibility Standards. HUD may accompany the NAC or other person during any Respondent-authorized on-site accessibility surveys of the existing housing developments identified in Paragraph 61 of this Agreement.
64. Dispersal, Tenanting, and Occupancy of Designated Accessible Housing Units.
 - a. Respondent shall take the appropriate steps necessary to ensure that Housing Units with Hearing/Vision Features and Housing Units with Mobility Features are dispersed in terms of the location within the development, and vary with respect to housing unit size (e.g., multiple bedrooms) so as to provide comparable access to larger housing units for families with children.
 - b. Respondent shall ensure that its tenanting policies comply with the requirements of 24 C.F.R. § 8.27. If a Housing Unit with Hearing/Vision Features or a Housing Unit with Mobility Features is occupied by a family without a member with a disability who does not need the accessibility features of the unit, Respondent shall require the household to execute a lease addendum that may require the relocation to a comparable unit without accessibility features if a tenant or applicant requires the accessibility features of the unit.

K. GRIEVANCE POLICY

65. Throughout the term of this Agreement, any disability-related grievances about accessibility, Reasonable Accommodations, or effective communication made by an applicant or participant and directed to the 504 Coordinator—or directed to another employee or agent of Respondent, who must within one (1) day of receipt forward the grievance to the 504 Coordinator—must be processed as follows:
 - a. Within five (5) days after a disability-related grievance is received by any employee or agent of Respondent, Respondent must commence an investigation, including contacting the individual who filed the grievance, if necessary, to determine the allegations of the grievance, and must investigate the grievance with the appropriate staff of Respondent where the grievance originated; and
 - b. Respondent must complete its investigation and respond to the individual who filed a grievance within 15 days after the grievance is received by any employee or agent of Respondent, including discussing with the individual who filed the grievance, where appropriate, possible resolutions, including Reasonable Accommodations, provision of Auxiliary Aids and Services, training of Respondent's staff, and relief for the individual who filed the grievance.
66. Respondent must maintain written records of all disability-related grievances by tenants or prospective tenants, its investigations, and its responses to the individuals who filed grievances throughout the term of this Agreement.
67. Copies of such records must be provided to HUD once every month for the first year of this Agreement, and quarterly thereafter, as required under Section IX of this Agreement, and at any other time upon HUD's request.

L. TRAINING

68. All of Respondent's employees and agents must complete, at a minimum, eight (8) hours of disability-related training annually.
69. Training must include the specifics of Respondent's policies and procedures adopted under this Agreement, the other requirements of this Agreement, and Respondent's obligations under Section 504, the ADA, the Fair Housing Act, and other civil rights requirements, including but not limited to the obligations to ensure effective communication with individuals with disabilities, program accessibility, integration, and general non-discrimination requirements.
70. Any substantial change(s) to the Effective Communication Policy and Procedure, the Reasonable Accommodation Policy and Procedure, and/or the Assistance Animal Policy will prompt an obligation to provide two (2) hours of additional training on the

modified document to all of Respondent's employees and agents within 30 days of finalization of the changes.

71. At least 60 days prior to any planned training for Respondent's employees and agents pursuant to this Agreement, Respondent must submit to HUD for review and approval the name(s) and qualifications of the proposed trainer(s), as well as any materials to be used to facilitate the training.
72. Within 45 days of receipt of the name(s) of the trainer(s) and training materials, HUD will review and approve the training or will provide responsive comments on the submission. Respondent must require the trainer(s) to fully incorporate any comments on the training materials received from HUD. HUD retains discretion to disapprove of any proposed trainer, if HUD determines that the trainer lacks sufficient qualifications to conduct the training.
73. The person who leads each training session must execute a written certification stating the date on which the training was provided and the name and position of each employee and agent of Respondent who attended and completed such training. Respondent must submit the training certification to HUD on a quarterly basis throughout the term of this Agreement, as part of the reporting required under Section IX of this Agreement.

VI. RENTAL ASSISTANCE DEMONSTRATION AND OTHER DISPOSITION OF RESPONDENT'S PUBLIC HOUSING PROPERTIES

74. If, during the term of this Agreement, Respondent submits to HUD any application to convert existing public housing program properties to another federally funded program, such as through the Rental Assistance Demonstration, Section 18 (Demolition/Disposition), or any other program, Respondent agrees to incorporate into its proposal terms that will ensure that the resulting housing complies with the terms of this Agreement. Respondent recognizes that HUD may include, in its approval of any RAD or other transactions, conditions intended to ensure compliance with the terms of this Agreement.

VII. SPECIFIC RELIEF FOR COMPLAINANTS AND OTHER AGGRIEVED INDIVIDUALS

75. Respondent must, within ten (10) days of the Effective Date of this Agreement, provide the following relief to Complainant [REDACTED]
 - a. Respondent agrees to pay Complainant the sum total of [REDACTED]. Payment must be made via wire transfer payable to the trust account of Complainant's counsel, CalebAndonian, PLLC, according to the wire transfer instructions that already have been provided to Respondent's counsel. Respondent agrees that payment under this Agreement will not affect Complainant's income eligibility or any

other eligibility criteria for purposes of Respondent's programs. *See* 24 C.F.R. § 5.609(c).

76. Respondent must provide HUD with a written, signed certification that the relief described in Paragraph 75 has been provided no later than five (5) days from the date such relief is provided.

VIII. MISCELLANEOUS PROVISIONS

77. This Agreement, after it has been executed by HUD's Regional Director for Fair Housing and Equal Opportunity (FHEO) or his or her designee, is binding upon Respondent, its employees, agents (including contractors), and successors.
78. This Agreement shall not be construed to limit or reduce the obligation of Respondent, and Respondent's programs, services, and activities, to comply with federal civil rights laws and implementing regulations, including Section 504, the ADA, and the Fair Housing Act, and their respective implementing regulations.
79. Upon execution of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
80. Within ten (10) days of the Effective Date of this Agreement, Respondent shall provide notice of the terms of this Agreement to its employees, agents (including contractors), subrecipients, tenants, and Resident Advisory Board.
81. This Agreement does not diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, the Fair Housing Act, or any other federal, State, or local civil rights statute or authority with respect to any past, current, ongoing, or future actions. This Agreement does not create any private right of action for any person or class of persons not a Party to this Agreement.
82. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving Respondent or conduct a compliance review pursuant to Section 504 and/or the ADA, or investigate allegations pursuant to the Fair Housing Act, or any other authority within HUD's jurisdiction.
83. The individuals identified in Section VII, above, and in accordance with Attachment A to this Agreement, acknowledge that the provisions of this Agreement fully resolve the subject matter of HUD Case Nos. 03-18-9086-4, 03-18-9086-D, and 03-18-9086-8.
84. HUD will monitor whether Respondent has satisfactorily complied with the provisions set forth in this Agreement. HUD may seek to amend the Agreement if HUD determines that it is in the best interests of the Parties. HUD may conduct an on-site or any other review of Respondent's compliance with the provisions of this Agreement, and, upon reasonable notice by HUD, Respondent shall grant HUD's employees access to its premises, records, and personnel during normal business

hours throughout the term of this Agreement pursuant to 24 C.F.R. § 8.55(c) and 24 C.F.R. § 103.335.

85. If applicable laws, regulations, or guidance are changed or clarified in a manner that would affect the provisions of this Agreement, then the Parties shall confer in good faith to determine any appropriate modifications to this Agreement.
86. This Agreement (including its Attachments) is the entire agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either Party shall be enforceable. This Agreement does not remedy any other potential violations of Section 504, the ADA, or other federal law. This Agreement does not relieve Respondent of its continuing obligation to comply with all aspects of Section 504, the ADA, and the Fair Housing Act.
87. Execution of this Agreement may be accomplished by separate execution of signatures to this Agreement; the original executed signature pages to be attached to the body of the Agreement constitute one document.

IX. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

88. HUD will monitor Respondent's implementation of this Agreement. At its discretion, HUD may convene meetings with Respondent's Chief Executive Officer or other designated staff or authorized representative, to discuss progress in implementing the Agreement, propose modifications, or conduct other business with respect to this Agreement.
89. For the twelve months following the Effective Date of this Agreement, Respondent must provide monthly reports to HUD on any complaints or grievances Respondent has received relating to effective communication, Reasonable Accommodations, or accessibility more generally. These reports shall be submitted electronically to Enforcement03@hud.gov. All documents or logs referenced in a report shall be provided as attachments to the report. These reports shall be submitted on the last business day of each month. Thereafter, Respondent must include reports on any such complaints or grievances as part of the quarterly reporting required under Paragraph 91, below.
90. For the twelve months following the Effective Date of this Agreement, Respondent must provide HUD with a copy of its Reasonable Accommodation and Effective Communication Log. The Log shall be submitted electronically to Enforcement03@hud.gov. Thereafter, Respondent must include a copy of its Reasonable Accommodation and Effective Communication Log as part of the quarterly reporting required under Paragraph 91, below.
91. Respondent shall submit reports to HUD on each provision of this Agreement quarterly, with the first such report being due to HUD sixty days following HUD's having approved all of the following policies and procedures: Effective

Communication Policy and Procedure (required under Paragraph 28 of this Agreement); Reasonable Accommodation Policy and Procedure (required under Paragraph 34 of this Agreement); and Assistance Animal Policy (required under Paragraph 42 of this Agreement). These reports shall be submitted electronically to Enforcement03@hud.gov. All documents or logs referenced in a report shall be provided as attachments to the report. Each such report must attach the three most recent reports submitted by the Chief Compliance Officer to Respondent's Chief Executive Officer pursuant to Paragraph 55 of this Agreement. In addition, Respondent must provide to HUD the meeting minutes of its Board of Commissioners, as required under Paragraph 58 of this Agreement. Respondent's second quarterly report to HUD shall be submitted on the last business day of the month that falls at least three months but not more than four months following submission of Respondent's first report, and Respondent shall submit all subsequent quarterly reports on the last business day of the month at three-month intervals.

92. Failure to carry out any term of this Agreement resulting in a material breach may result in the suspension or termination of, or refusal to grant or to continue federal financial assistance to Respondent, or other actions authorized by law, including referral to the Attorney General of the United States to commence a civil action in the appropriate U.S. District Court.
93. Upon notice that HUD has referred this Agreement to the Department of Justice, all items that are required to be submitted to HUD shall be submitted to both HUD and the Department of Justice.
94. Should HUD learn of Respondent's noncompliance with this Agreement, HUD shall provide notification to the Respondent's Chief Executive Officer via email. Respondent shall have seven (7) days to cure the breach following the date of the email notice. If failure to cure occurs, HUD may take appropriate enforcement action, including referring this Agreement to the Department of Justice. *See* 28 C.F.R. § 50.3 and 42 U.S.C. § 3610(c).
95. HUD reserves the right to refer this Agreement to the Department of Justice without providing an opportunity to cure in the following circumstances:
 - a. Notification by Respondent of intent to engage in an action that would breach this Agreement;
 - b. Significant non-compliance with this Agreement;
 - c. Breaches that are not reasonably curable; or
 - d. Any breach that by its nature constitutes noncompliance with civil rights requirements.
96. If Respondent fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, HUD may

enforce that provision by any contractual, statutory, or regulatory remedy available to HUD.

97. 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, failure by HUD to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of Respondent under this Agreement.
98. This Agreement and any documents incorporated by reference constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding. This Agreement may not be revised, except upon the mutual agreement of the Parties in writing attested to by the signatures of all Parties to the revision.

X. SIGNATURES

For the Respondent:

DocuSigned by:
Steven B. Nesmith 10/17/2024
08E467882A87475...

Steven B. Nesmith
Chief Executive Officer
Richmond Redevelopment and Housing Authority

Date

For the Complainant:

 10/17/2024

 Date

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

APPROVAL OF CONCILIATION AGREEMENT AND EXECUTION OF VOLUNTARY COMPLIANCE AGREEMENT

This signature attests to the approval and acceptance of this Conciliation Agreement and on behalf of the U.S. Department of Housing and Urban Development for the execution of the Voluntary Compliance Agreement.

DocuSigned by:
Carolyn K. Punter 10/18/2024
A6989E87C02B4DF

Carolyn K. Punter
Regional Director, Region 3
Office of Fair Housing and Equal Opportunity

Date

ATTACHMENT A – RELEASE OF CLAIMS

Upon execution of this Attachment to the Agreement, the Aggrieved Individuals and Complainant listed in Section VII hereby release the Richmond Redevelopment and Housing Authority, its employees, subrecipients, assigns, contractors, successors, officers, agents, and board members from any claims arising out of the subject matter of Case Nos. 03-18-9086-4, 03-18-9086-D, and 03-18-9086-8, which could have been filed in any action or suit arising from said subject matter under Section 504, the ADA, and the Fair Housing Act.

[Redacted Signature]

10/17/2024

[Redacted Name], on behalf of herself and her minor children

Date

**ATTACHMENT B – CERTIFICATION OF COMPLIANCE
WITH ACCESSIBILITY STANDARDS**

I, [insert name], in my capacity as a licensed architect, engineer, structural engineer, or other credentialed professional approved by HUD to perform as the Neutral Accessibility Consultant acting on behalf of the Richmond Redevelopment and Housing Authority (RRHA), pursuant to Section V.J of that certain Voluntary Compliance Agreement / Compliance Agreement (VCA/CA) executed by the Richmond Redevelopment and Housing Authority and the U.S. Department of Housing and Urban Development, hereby CERTIFY, based on an on-site accessibility survey, to the best of my professional knowledge, information, and belief that the Housing Development identified below, including the Housing Units and public and common use areas, is in compliance with the requirements of Section 504 of the Rehabilitation Act (Section 504), 29 U.S.C. § 794 and HUD’s Section 504 implementing regulation, including 24 C.F.R. §§ 8.21(a), 8.22, and 8.26; Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12134 and the U.S. Department of Justice’s ADA Implementing regulation, including 28 C.F.R. § 35.151; and the Accessibility Standards identified below.

[Insert Name of Development]

[Insert Address of Development]

Description of Features and Amenities (e.g., community room, playground equipment, computer lab, fitness center, transportation services, swimming pool, on-site laundry, library):

Name and Professional Qualifications of Surveyor(s):

Date of Survey:

Accessibility Standard Used to Verify Compliance:

Select One: ___ UFAS ___ Alternative Accessibility Standard ___ Other Section 504
Accessibility Standard Adopted by HUD through rule making

Fair Housing Act Compliance (select one):

_____ This Development is not covered by the Fair Housing Act design and construction requirements. It was designed and constructed for first occupancy on or before March 13, 1991, or is a building consisting of fewer than four dwelling units, or is otherwise not covered by the Fair Housing Act design and construction requirements (e.g., a building consisting entirely of multistory townhouses and no elevator).

_____ This Development is covered by the Fair Housing Act design and construction requirements and meets the following design standard:

_____ ANSI A117.1-1986 and the Fair Housing Accessibility Guidelines, March 6, 1991, in conjunction with the Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers about the Guidelines, June 28, 1994

_____ Other Fair Housing Act Safe Harbor (in addition to ANSI A.117-1986) (specify)
_____.

Description of Required Accessible Housing Units

_____ Total Housing Units in Development (including Accessible and inaccessible Units)

_____ Total Accessible Housing Units in Development

_____ Total Required Housing Units with Mobility Features (at least 5%)

_____ Total Required Housing Units with Hearing/Vision Features (at least 2%)

Description of Additional Accessible Housing Units Provided at this Development:

Number of Additional Units with Mobility Features above 5% minimum:

Number of Additional Units with Hearing/Vision Features above 2% minimum:

Comments (if any):

Verification of Compliance

Signature of
Neutral Accessibility Consultant: _____ Date Signed: _____

License No.: _____

RRHA Certification of Compliance

Signature of
Responsible RRHA Official: _____ Date Signed: _____

