

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

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE HOUSING AUTHORITY OF THE CITY OF EL PASO

**THE HOUSING AUTHORITY OF THE CITY OF EL PASO
VOLUNTARY COMPLIANCE AGREEMENT**

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I. INTRODUCTION

The Housing Authority of the City of El Paso (HACEP) owns, operates, or controls a public housing program consisting of housing and non-housing programs. The HACEP receives various Federal funds to operate, maintain, and make capital improvements to these housing and non-housing programs. The U.S. Department of Housing and Urban Development (HUD or the Department) has funded the HACEP's communities, in part, through the provision of operating subsidies, capital funding (including the Capital Fund Program) and traditional Housing Choice Vouchers.

The HACEP is subject to Federal civil rights laws and regulations, including Section 504 of the Rehabilitation Act of 1973 (Section 504)¹; Title II of the Americans with Disabilities Act of 1990 (ADA)²; the Fair Housing Act of 1968, as amended (Fair Housing Act)³; the Architectural Barriers Act of 1968⁴; Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)⁵ 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 PIH Notice 06-13 or subsequent notices.

During the week of April 14, 2008, the Department conducted an on-site compliance review of the HACEP's compliance with Section 504 and Title II of the ADA. The Department's compliance review focused on the HACEP's Low Income Public Housing (LIPH) program.⁶ The Department's review included an examination of the HACEP's application and admissions process; tenant selection, assignment, and transfer policies; reasonable accommodations policies; maintenance services; the designated UFAS-accessible housing units, including common areas; and housing and non-housing programs and activities. In addition, the Department conducted an accessibility review of the HACEP's Administrative Office located at 5300 East Paisano Drive, El Paso, Texas. The Department also examined the HACEP's tenant files, transfer files, grievance files, reasonable accommodation requests, eviction files, and records of application. In addition, the Department reviewed the HACEP's current policies and procedures, including the HACEP's Admissions and Occupancy Policy. The Department conducted interviews with the HACEP residents who reside in accessible units, and with the HACEP staff.

HUD's review revealed deficiencies related to the physical accessibility of the common areas and individual dwelling units, as well as deficiencies in the HACEP's current policies and procedures. On September 30, 2008, the Department issued its Letter of Findings of Non-Compliance (LOF) with Section 504 and Title II of the ADA.

¹ 29 U.S.C. § 794; 24 C.F.R. Part 8.

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

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

⁴ 42 U.S.C. §§ 4151-4157.

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

⁶ The Department's on-site accessibility reviews included family and elderly LIPH developments.

The HACEP agrees to enter into this Voluntary Compliance Agreement (VCA or Agreement) in order to address the findings of noncompliance and in order to comply with its responsibilities under Section 504 and Title II of the ADA, 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 who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. §§ 8.3, 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.

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

Assistance Animal – 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. An assistance animal is not considered a pet and, thus, is not subject to the HACEP’s Pet Policy. *See* PIH Notice 06-13 or successor notice.

Community – A public housing development of HACEP

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

The HACEP – The officers, directors, agents (including contractors), employees and successors or assigns of The Housing Authority of the City of El Paso.

Non-Housing Programs and Facilities - All or any HACEP-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances (e.g., buses, shuttles and vans), 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 HACEP on-site offices (excluding the HACEP’s Main Administrative Office which is defined separately as “Administrative Office”), 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 HACEP, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in the HACEP’s housing programs. To the extent that entrances, elevators, and common areas provide

accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

Person with a Disability – For purposes of this Agreement, a person with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing or learning; has a record of such impairment; or is regarded as having such an impairment. *See* 24 C.F.R. § 8.3.

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.

Total Housing Units – The total number of the HACEP’s public housing units published in HUD’s Public and Indian Housing Information Center (PIC) as of August 5, 2008, and as adjusted and reflected in **Appendix A**.

UFAS – Standards applicable to the design, construction or alteration of buildings to ensure that they are readily accessible to and usable by individuals with disabilities. *See* 24 C.F.R. § 40. Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the 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 fully comply with UFAS §§4.34.2-4.34.7. The unit can be approached, entered and used by persons with disabilities, including individuals who use wheelchairs, and located on an Accessible Route, as defined in this Agreement. The accompanying Non-Housing Programs must also be accessible in accordance with UFAS § 4.1.3 unless HACEP 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. *See* 24 C.F.R. § 8.32 and UFAS §§ 4.1.3 and 4.34.2-4.34.7.

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

III. GENERAL PROVISIONS

- A. This Voluntary Compliance Agreement applies to all Federally-funded projects, related facilities, and programs or activities that the HACEP, its officers, directors, employees, agents, successors, and assigns or beneficiaries own, control, operate or sponsor.

- 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 HACEP and HUD. This Agreement shall remain in effect until the HACEP has satisfactorily completed the provisions set forth in this Agreement as determined by HUD or six (6) years after the effective date of this Agreement, whichever is later. **This contract will terminate upon certification from HUD that HACEP has satisfactorily completed all the requirements contained in this VCA.**
- C. The HACEP's Annual and Five Year Plans ("the Plans") must be consistent with the requirements of this Agreement. The HACEP shall amend the Plans, as necessary, in order to ensure the adoption of the requirements of this Agreement.
- D. This Agreement, along with the UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, shall serve as the HACEP'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).
- E. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- F. This Agreement does not affect the ability of HUD or the HACEP to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this Agreement.
- G. Upon its effective date, this Agreement shall be a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the Department's and the State of Texas' Freedom of Information Act and Privacy Act Procedures.
- H. If a reporting day falls on a weekend or a Federal holiday, the report will be due the first business day after the weekend or holiday.
- I. To the extent that any prior written HUD guidance in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding the HACEP's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, and/or UFAS, conflicts with this Agreement, this Agreement shall be the controlling document.
- J. This Agreement does not supersede, or in any manner change the rights, obligations and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with Federal or State civil rights statutes.
- K. This Agreement does not affect any requirements for the HACEP to comply with all requirements of Section 504, the ADA and/or the Fair Housing Act not addressed in this Agreement.

- L. All covered multifamily dwellings built for first occupancy after March 13, 1991, shall also be designed and constructed to comply with the Fair Housing Act. *See* 42 U.S.C. § 3604(f)(3)(C) and 24 C.F.R. § 100.205.
- M. Notwithstanding any other agreement or judicially imposed order to which HUD is not a party that requires the HACEP to provide a lesser number of units accessible to persons with disabilities, the HACEP is nonetheless obligated to provide the number of accessible units prescribed in this Agreement.
- N. The HACEP will provide in alternate formats, upon request, all notices, correspondence and/or communications that this Agreement requires to be disseminated. *See* 24 C.F.R. § 8.6.
- O. The following HUD officers are authorized to make approvals under this Agreement: Deputy Assistant Secretary for Enforcement and Programs, Office of Fair Housing and Equal Opportunity (FHEO); Director, Office of Enforcement (FHEO); and Director, Region VI, FHEO.
- P. This Agreement may be modified by mutual, written agreement of HUD and the HACEP. This Paragraph does not limit, however, HUD's authority to enforce Section 504 or any other authority.
- Q. The HACEP must obtain advance HUD approval to expend any HUD funds for legal services concerning compliance activities under this Agreement.
- R. If HUD determines that the HACEP is not making a good faith effort to fulfill its responsibilities under this Agreement, it may terminate the Agreement, subject to HUD's written notice 60 days in advance of its proposed termination date and the HACEP's written response delivered to HUD within 30 days of HUD's written notice of proposed termination.

IV. SPECIFIC PROVISIONS

- A. **VOLUNTARY COMPLIANCE AGREEMENT (VCA) ADMINISTRATOR**
 - 1. The HACEP has appointed a VCA Administrator.
 - 2. The HACEP shall have a VCA Administrator for the duration of the Agreement who will report directly to the Chief Executive Officer/Executive Director of the HACEP concerning matters arising from this Agreement.
 - 3. The VCA Administrator will be responsible for coordinating all compliance activities under this Agreement, specifically:
 - a. implementation of the provisions of this Agreement;
 - b. coordination of the activities of the HACEP personnel who will assist the VCA Administrator in implementing this Agreement; and

- c. submission of all reports, records and plans required by this Agreement.
4. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, or is assigned to other duties, the HACEP shall designate a new VCA Administrator within fourteen (14) days of the resignation or termination of the VCA Administrator. Upon designation, the HACEP shall provide HUD with the individual's name and contact information.

B. SECTION 504/ADA COORDINATOR

1. The HACEP has appointed the Equal Opportunity Compliance Officer who will serve as the Section 504/ADA Coordinator.
2. In the event that the HACEP's Section 504/ADA Coordinator resigns or is otherwise terminated, or is assigned to other duties, prior to the expiration of this Agreement, the HACEP shall appoint an Acting Coordinator within fourteen (14) days of the Section 504/ADA Coordinator's resignation or termination and hire or appoint a new Section 504/ADA Coordinator within 90 days of the 504/ADA Coordinator's resignation or termination. The HACEP shall inform HUD of the hiring or appointment of the new 504/ADA Coordinator.
3. Pursuant to 24 C.F.R. § 8.53 (a) and 28 C.F.R. § 35.107, the HACEP's Section 504/ADA Coordinator shall:
 - a. coordinate the HACEP's compliance with Section 504 and HUD's implementing regulations and with Title II of the ADA; and
 - b. coordinate with the HACEP's VCA Administrator on the implementation of the provisions of this Agreement

C. HOUSING PROGRAMS

1. Provision of UFAS-Accessible Units

Subject to the requirements of the **UFAS-accessible Unit Plan** (See Paragraph IV. C.2) the HACEP shall construct, convert, or certify as UFAS-Accessible a **minimum of five percent (5%), or 289**, of its 5771 Total Housing Units. The Department may amend upward the minimum five percent (5%) standard if the Department determines, pursuant to 24 C.F.R. §§ 8.22 (c) and 8.23 (b)(2), that the needs of income eligible persons with disabilities in the City of El Paso for UFAS-Accessible Units exceeds five percent (5%). See also 24 C.F.R. § 8.25 (c). The HACEP must demonstrate to HUD's satisfaction the completion of this requirement within six (6) years of the effective date of this Agreement. The HACEP will have 180 days from the effective date of this agreement to notify the Department of any modifications to the Total Housing Unit count. Any adjustment to the Total Housing Unit count and the number of UFAS-Accessible Units will be made only upon Special Applications Center approval of the disposition or demolition of any public housing units.

- a. Unless otherwise agreed by HUD, the HACEP will demonstrate to HUD's satisfaction the completion of the below units. UFAS- accessible units completed in excess of the annual requirement will be credited to the following years' requirements. The production rate is as follows:
 - i. a minimum of thirty (30) UFAS-accessible Units no later than June 30, 2010;
 - ii. a minimum of an additional fifty (50) UFAS-accessible Units by June 30, 2011; or, a cumulative minimum of eighty (80) units by June 30, 2011;
 - iii. a minimum of an additional sixty -five (65) UFAS-accessible Units by June 30, 2012; or, a cumulative minimum of one hundred forty five (145) units by June 30, 2012;
 - iv. a minimum of an additional sixty-five (65) UFAS-accessible Units by June 30, 2013; or, a cumulative minimum of two hundred ten (210) units by June 30, 2013; and
 - v. an additional seventy-nine (79) UFAS-accessible Units by June 30, 2014; or, a cumulative minimum of two hundred eighty nine (289) units by June 30, 2014.
- b. The HACEP shall reserve sufficient funding to achieve the annual rates for completion of UFAS-accessible units. Insufficient funds will not excuse the HACEP's obligations to perform any of the obligations required pursuant to this Agreement.
- c. The HACEP shall provide HUD with at least ninety (90) days notice during any pre-construction period, and at least thirty (30) days notice during any construction, conversion or certification period, if the HACEP receives notice that it cannot meet the production rates, production dates and/or bedroom size production rates set forth in Paragraphs IV. C.1 and C.2. The HACEP's notification to HUD shall include a detailed explanation for each unit that will not be produced.
- d. Pursuant to 24 C.F.R. § 8.26, the UFAS-accessible units to be completed pursuant to this Agreement shall be subject to reasonable health and safety requirements and to the maximum extent feasible:
 - i. distributed throughout the HACEP's communities and sites; and
 - ii. available in a sufficient range of sizes and amenities so that a qualified individual with disabilities' choice of living arrangements is, as a whole, comparable to that of other persons eligible for housing assistance under the same program;
- e. If the HACEP proposes to construct or modify fewer than five percent (5%) of the units at the community as UFAS-accessible the HACEP shall provide for HUD's approval a detailed description and supporting information regarding structural impracticability and/or undue financial and administrative burden at the community, and/or documentation regarding the projected demolition or disposition at each community. The supporting documentation will be included in the HACEP's UFAS-accessible Unit Plan.

- f. A unit shall not be considered a UFAS-accessible Unit until:
 - i. The route to the unit, laundry room, if applicable and mailboxes are accessible;
 - ii. Within one year of completion of the UFAS-accessible unit, the non-housing programs serving that unit are made accessible to individuals with disabilities;
 - iii. the HACEP has submitted a third-party certification (*See Paragraph IV. C.3*), that the UFAS-accessible unit and non-housing programs serving that unit comply with the requirements of UFAS, and where applicable, the ADA Standards and the Fair Housing Act; and
 - iv. HUD has provided written acknowledgement that the relevant requirements under this Paragraph IV have been met.

2. UFAS-accessible Unit Plan

- a. Within one hundred eighty (180) days after the effective date of this Agreement, the HACEP will submit for HUD's approval its **UFAS-accessible Unit Plan** for all communities identified in **Appendix A**.
- b. HUD will provide the HACEP with its approval, or comments, within forty-five (45) days of receipt of **both** the HACEP's proposed **UFAS-accessible Unit Plan** and **Non-Housing Program Accessibility Plan** (*See Paragraph IV. D.1*). The HACEP will have forty-five (45) days from the date of HUD's comments to obtain HUD's approval on the UFAS-accessible Unit Plan. The HACEP shall not proceed with any of the activities in the plan until HUD has given its approval.
- c. After submission and approval of HACEP's UFAS-Accessible Unit plan and documentation of a demonstrated need, the Department will consider a proposal under which UFAS-accessible units would comprise greater than twenty-five percent (25%) of a single community's total units.
- d. The **UFAS-accessible Unit Plan** will be provided in an EXCEL or compatible format and include the following information:
 - i. proposed total number of UFAS-accessible Units to be produced annually;
 - ii. each community's name, address, and designation (eg: elderly or family);
 - iii. total existing number of units in each community;
 - iv. proposed total number and percentage of UFAS-accessible Units in each community;
 - v. existing number of units with some accessibility features by bedroom size;
 - vi. bedroom size distribution for proposed UFAS-accessible Units in each community;
 - vii. current occupancy status of units that are or will be made UFAS accessible
 1. occupied by a person who needs the accessible features of the unit

- 2. occupied by a person who does NOT need the accessibility features of the unit;
 - 3. vacant (scheduled for physical improvements or not scheduled for physical improvements), or
 - 4. not currently used as a dwelling unit (e.g., office, storage, service facility);
 - viii. relocation plan for any currently occupied units;
 - ix. three (3) year vacancy rates at each community;
 - x. three (3) years of crime rates in and around each community;
 - xi. proposed starting and completion dates for construction or alteration of UFAS-accessible Units in each community;
 - xii. interim timeframes and benchmarks for meeting the UFAS-accessible unit production rates set forth in Paragraph IV C;
 - xiii. total estimated cost by community;
 - xiv. funding source; and
 - xv. site map for each community depicting the location of proposed UFAS-accessible units by bedroom size and accessible common areas
- e. If the HACEP opts to provide a UFAS-adaptable unit in lieu of a UFAS-accessible Unit, the HACEP's **UFAS-accessible Unit Plan** shall include a draft policy and procedure whereby:
- i. all new residents will be informed about accessible and adaptable features prior to leasing the unit and be able to request that adaptable features be modified or altered to the preference of the new resident;
 - ii. consumer information about adaptable features will be provided within the unit prior to any move-in in conformance with UFAS § 4.34.4;
 - iii. consumer information about adaptable features will be provided to residents during the annual recertification process;
 - iv. the HACEP's internal procedures, including specific timeframes, for completing modifications to an adaptable unit; and
 - v. the procedures will include the HACEP employees and/or offices responsible for coordinating the processing of requests between the HACEP's Section 504/ADA Coordinator's Office, Property Management & Occupancy Offices, Maintenance Department and/or Modernization & Development Department, as appropriate.
- g. The HACEP will incorporate the approved UFAS-accessible Unit Plan into its Capital Fund Plan and in its Public Housing Plan.

3. Third-Party Certification of UFAS-Accessible Units

- a. Within one hundred twenty (120) days after the effective date of this Agreement, the HACEP will submit the name, qualifications and experience of an independent third-party architectural and/or engineering firm with experience with accessibility with whom the HACEP proposes to contract to review and certify that the units constructed or converted pursuant to Paragraph IV. C.1.a. meet the requirements of UFAS and, if applicable, the ADA.

- b. The independent third-party architectural and/or engineering firm selected to review and certify the modifications made pursuant to this Agreement shall:
 - i. submit documentation to verify that the firm maintains errors and omissions liability insurance and document that the firm's Principal will certify all firm findings made pursuant to this Agreement; and
 - ii. be independent of any third-party architectural and/or engineering firm/entity with whom the HACEP contracts for the purposes of developing the plans/drawings/blueprints for the new construction and/or modifications made pursuant to the HACEP's UFAS-accessible Unit Plan and Non-Housing Program Accessibility Plan and the Main Administrative Office Accessibility Plan.
- c. The HACEP will submit the third party's survey instrument for HUD's approval within thirty (30) days after selection of the third-party; HUD will provide its approval, or comments, within fifteen (15) days after receipt. If the Department does not approve the Third Party's survey instrument, the HACEP will have fifteen (15) days to submit a revised survey instrument for the Department's review. If the Department does not approve the third party's revised survey instrument, the Department will provide a UFAS survey instrument to the Third Party.
- d. As part of the quarterly/semi-annual reports (*See Paragraph V*) required pursuant to this Agreement, the HACEP will submit the third party's Certification Report (Certification Report) reflecting the third party's review of the UFAS-accessible Units, Non-Housing Programs and PHA Administrative Office, for all modifications made during the previous reporting period.
- e. Within thirty (30) days after receipt of the third party's Certification Report, the Department will either accept or respond with specific remediation proposals to cure identified deficiencies. If the Department does not accept all or any portion of the third party's Certification Report, the Department's response shall include reason(s) for such disapproval and provide specific remediation proposals to cure the identified deficiencies.
- f. The Certification Report shall document and include, for each UFAS-accessible Unit, each accompanying Non-Housing Program at each property, and the HACEP Administrative Office:
 - i. a copy of the complete, written survey instrument used. The completed survey instrument will include each compliant and non-compliant measurement;
 - ii. a form, signed by the third party's principal that certifies compliance with UFAS (attached as **Appendix B** to this Agreement).
- g. HUD reserves the right to conduct periodic on-site reviews of the completed UFAS-accessible Units and common areas to ensure compliance, and to accompany the third-party architectural and/or engineering firm/entity during the on-site certification inspections.

D. NON-HOUSING PROGRAMS

1. Non-Housing Program Accessibility

- a. **Non-Housing Program Accessibility Plan:** Within one hundred eighty (180) days after the effective date of this Agreement, the HACEP will submit, for HUD's approval, its **Non-Housing Program Accessibility Plan** for all the HACEP's non-housing facilities. HUD will provide its approval, or comments, within forty-five (45) days after receipt of both the **Non-Housing Program Accessibility Plan** and the **UFAS-accessible Unit Plan**.
- b. The HACEP's Non-Housing Program Accessibility Plan will ensure that the HACEP's Non-Housing Programs are accessible to persons with disabilities within the meaning of 24 C.F.R. § 8.21.
- c. The Non-Housing Program Accessibility Plan must include:
 - i. specific elements to be made accessible at each property;
 - ii. interim timeframes and benchmarks for providing accessible Non-Housing Programs to ensure meeting the UFAS-accessible Unit production schedule;
 - iii. an annual timetable that coincides with the UFAS-accessible Unit Plan;
 - iv. identification of the source of the funding to accomplish each work item; and
 - v. if the HACEP provides transportation to the HACEP-sponsored programs, services or activities, plans to provide accessible transportation to persons with disabilities.
- d. If the HACEP determines that accessibility to Non-Housing Programs cannot be achieved in a particular circumstance due to structural infeasibility and/or an undue financial and administrative burden, the HACEP will provide detailed information supporting its determination.

2. Administrative Office Accessibility Plan

- a. Within ninety (90) days from the notice to HUD of the selection of the third party certifier, the HACEP will submit, for HUD's approval, its **Administrative Office Accessibility Plan** to make the HACEP's Administrative Office accessible to persons with disabilities and ensure its compliance with the relevant UFAS and ADA Accessibility Standards. HUD will provide its approval, or comments, within forty-five (45) days after receipt of the Administrative Office Accessibility Plan.
- b. During the modifications to the HACEP's Administrative Office, the HACEP shall ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities currently located in the HACEP's Administrative Office.
- c. The Administrative Office Accessibility Plan must include:

- i. specific elements to be made accessible (including routes into and throughout the HACEP's programs, services and/or activities located at the Administrative Office, parking, bus stops, signage and transportation);
 - ii. a timetable not to exceed four (4) months for completing the work; and
 - iii. identification of the source of funding to accomplish each work item.
- d. If the HACEP determines that accessibility cannot be achieved in a particular *circumstance due to structural infeasibility and/or an undue financial and administrative burden*, the HACEP will provide detailed information supporting its determination.
- e. Within thirty (30) days after all completed modifications at the HACEP's Administrative Office, the HACEP will provide certification, through an independent third-party architectural and/or engineering firm/entity that the HACEP Administrative Office complies with the accessibility requirements of the UFAS and, where applicable, ADA Accessibility Standards.
- f. HUD reserves the right to conduct periodic on-site inspections of the HACEP's Administrative Office to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Accessibility Standards, and the right to ensure that the HACEP's programs, services and activities located in the Administrative Office are accessible to persons with disabilities in compliance with Section 504 and, where applicable, the ADA.

E. ADMISSIONS AND CONTINUED OCCUPANCY POLICY

1. Submission

- a. Within ninety (90) days after the effective date of this Agreement, the HACEP shall submit for HUD's approval a revised Admissions and Continued Occupancy Policy. The revised ACOP will incorporate the following revised Policies and Procedures:
 - i. Reasonable Accommodation Policy;
 - ii. Transfer Policy and Lease Riders;
 - iii. Pet Policy and Assistance Animal Policy; and
 - iv. Effective Communication Policy.
- b. HUD will provide its approval or comments to the revised ACOP within fifteen (15) days after receipt. The HACEP will have thirty (30) days to make further revisions to the ACOP consistent with HUD's comments.
- c. Within sixty (60) days after HUD's approval, the HACEP's Board shall provide final approval, and the HACEP shall fully adopt and implement the revised ACOP.

2. Reasonable Accommodation

- a. The HACEP's revised ACOP shall include a Reasonable Accommodation Policy that contains, at a minimum, the following information:
 - i. the process through which the HACEP will notify applicants and residents about the reasonable accommodation policy and procedures;
 - ii. specific timeframes regarding the acceptance, processing and disposition of reasonable accommodation request(s);
 - iii. the formal appeal/grievance procedures for the reasonable accommodation process;
 - iv. form letters to reflect the HACEP's responses to the reasonable accommodation request(s), including approval letters; denial letters; request for additional information letters; appeal/grievance forms and implementation letters.
- b. **Reasonable Accommodation Log:** Immediately upon the effective date of this agreement, the HACEP shall begin to log information related to each reasonable accommodation request by or on behalf of applicants and residents. The Reasonable Accommodation Log will include the following information:
 - i. date of the reasonable accommodation request(s);
 - ii. description of reasonable accommodation request(s);
 - iii. applicant's name and address or resident's name, address and community;
 - iv. required bedroom size;
 - v. current status of each reasonable accommodation request(s), including reasons for denials of reasonable accommodations;
 - vi. anticipated implementation date for reasonable accommodation request(s);
 - vii. actual implementation date for completed reasonable accommodation request(s);
 - viii. pending appeals/grievances of reasonable accommodation request denial, including date of grievance/appeal.

This information will also be kept in the applicant's or tenant's file.

Within 60 days of the Effective Date of this Agreement, the HACEP shall develop a system for logging reasonable accommodations, the maintenance of which shall become the responsibility of the Equal Opportunity Compliance Officer.

3. Transfer Policy and Lease Rider

- a. The HACEP's revised ACOP shall include a Transfer Policy that includes the following provisions:
 - i. The utilization of UFAS-accessible units shall be accomplished with the following priorities: When an accessible unit becomes available, the HACEP, before offering such unit to a non-disabled applicant, shall offer the unit to current disabled tenants throughout its properties who require the unit's accessible

- features, and then to eligible qualified applicants on the waiting list who require the accessible features. If there is no eligible current tenant or applicant in need of the accessible features, then the unit may be offered to a non-disabled applicant provided that the tenant has signed a lease that dictates that the tenant vacate the accessible unit when a non-accessible unit becomes available.
- ii. A tenant in a unit with accessible features who does not require the features of the unit must transfer to a unit without such features should the HACEP determine that an applicant or tenant needs such features and that the transfer would help maximize the occupancy of the UFAS-accessible units by residents and applicants with disabilities who require the features of the UFAS-accessible units. This requirement will be incorporated into the lease signed by persons without disabilities who occupy UFAS-accessible units.
 - iii. The HACEP will pay the reasonable moving-related expenses for residents with disabilities who require a transfer to another community as a reasonable accommodation;
 - iv. The HACEP will pay the reasonable moving-related expenses for residents without disabilities who occupy a UFAS-accessible unit and are required to transfer to a vacant, non-accessible unit, upon notice by the HACEP that there is an eligible, qualified resident or applicant with disabilities who requires the accessible features of the resident's unit;
 - v. Transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS-Accessible Units will be centrally coordinated through the HACEP's Equal Opportunity Compliance Officer; and
 - vi. Tenants who request a transfer as a reasonable accommodation for their disability will be given priority on the transfer list over tenants who request transfers for any reason other than emergencies.
- b. **Transfer List:** Within ninety (90) days after the Effective Date of this Agreement, the HACEP will develop and maintain a **Disability Accommodations Transfer List** that prioritizes the transfer of residents who require a transfer due to a disability over new admissions of applicants, according to the priorities set forth in the ACOP. The HACEP's Equal Opportunity Compliance Officer will review and monitor the Disability Accommodations Transfer List on a monthly basis. The **Disability Accommodations Transfer List** will contain the following information:
- i. resident's name, address and community;
 - ii. resident's required bedroom size;
 - iii. reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for a UFAS-Accessible Unit or a unit with accessible features;
 - iv. current disposition of transfer request, including denials and reason(s) for denial;
 - v. projected date of transfer request, including proposed address, community and bedroom size;
 - vi. actual transfer date, including resident's new address, community and bedroom size; and

- vii. name(s) of resident transferred out of a unit to accommodate a resident's disability per the HACEP's implementation of its Lease that requires a family without a resident with a disability to relocate to a vacant, non-accessible unit, at no expense to the resident.

4. Pet/Assistance Animals Policies

- a. The HACEP's revised ACOP shall incorporate an **Assistance Animal Policy** addressing the right of applicants/tenants with disabilities to have an animal, as a reasonable accommodation, that performs tasks for the benefit of person or otherwise alleviates one or more identified symptoms or effects of a person's disability. This policy shall, at a minimum, incorporate the following provisions:
 - i. equal recognition will be given to both service animals and emotional support animals;
 - ii. weight and/or breed restrictions must be reasonably based upon legitimate health or safety concerns; and
 - iii. no pet deposit, nor any other fee, shall be charged in connection with the right to have an assistance animal.
- b. Upon adoption of the revised ACOP, the HACEP will include the Assistance Animal Policies as a part of the lease by reference. The HACEP will provide the Assistance Animal Policy to each applicant at the time of application or to each resident during annual recertification.
- c. Upon adoption of the revised ACOP, the HACEP will post the Assistance Animal Policy at all communities and the HACEP's Administrative Office; and
- d. Within ninety (90) days after the adoption of the revised ACOP, the HACEP will issue refunds to each resident who paid a pet deposit, or any other fee, for an assistance/service animal. The HACEP shall provide HUD with a list identifying each resident, including address and refund amount, who received reimbursement of fees related to an assistance animal.

5. Effective Communication Policy

- a. The HACEP's revised ACOP shall include an Effective Communication Policy that contains, at a minimum, the following information:
 - i. the procedures by which the HACEP will ensure effective communication with applicants, beneficiaries, and members of the public, including how the HACEP will determine what auxiliary aids are necessary; and
 - ii. how interested persons can obtain information concerning the existence and location of accessible services, activities, and facilities.

F. AUDITS AND UNIT UTILIZATION PLAN

1. Occupancy Audit

Within one hundred twenty (120) days after the Effective Date of this Agreement the HACEP shall conduct and submit to HUD an audit of the occupancy of the HACEP's UFAS-accessible units. The Occupancy Audit shall include the following information:

- a. a list of each UFAS-accessible unit, by unit address, occupied by a resident who does not require the accessibility features of the unit;
- b. a list of each vacant UFAS-accessible unit; and
- c. for each occupant who does not require the features of a UFAS-accessible unit, whether the resident executed a Lease Rider requiring him or her to move from the unit upon notice by the HACEP that there is an applicant or resident who requires the features of the unit and, if applicable, a description of the reasons for the resident's continued occupancy.

2. Transfer Audit

Within one hundred twenty (120) days after the Effective Date of this Agreement, the HACEP shall conduct and submit to HUD an audit of the current residents who have requested a transfer. For each resident with mobility disabilities on the Transfer List who requires the features of a UFAS-accessible unit, the HACEP shall provide:

- a. the resident's name, address and community;
- b. the required bedroom size;
- c. the date of the transfer request; and
- d. the HACEP's efforts to meet the resident's accessibility needs.

3. Waiting List Audit

Within one hundred twenty (120) days after the Effective Date of this Agreement the HACEP shall conduct and submit to HUD an audit of the waiting list. The Waiting List Audit will analyze, by date of application, applicants with mobility disabilities who requested a UFAS-accessible Unit. The Waiting List Review shall provide a list of all applicants on the Waiting Lists who requested a UFAS-accessible Unit with the current status of each active application for each community as follows:

- a. applicant's name;
- b. initial application date;
- c. required bedroom size;
- d. if applicable, date the applicant was housed in an UFAS-accessible Unit;
- e. verification of the need for an UFAS-accessible Unit;
- f. if a UFAS-accessible Unit was not available, documentation regarding the unit(s) and reasonable accommodation offer(s) made to the applicant at the time the applicant reached the top of the waiting list; and
- g. any reasonable accommodation requested by the individual.

4. Unit Utilization Plan

Based upon the results of the Occupancy Audit, the Transfer Audit and the Waiting List Audit, the HACEP shall develop a Unit Utilization Plan which will articulate the reasonable nondiscriminatory steps that the HACEP will take to maximize the occupancy of the UFAS-accessible units by persons who need the features of the units.

G. PUBLICATION AND NOTICE

1. Employee Notification of VCA

- a. Within thirty (30) days after the Effective Date of this Agreement, the HACEP shall distribute a letter or electronic mail describing the terms of the VCA to all of the HACEP's current employees, including contract employees, who have contact with applicants, residents or members of the public. The letter will provide: (1) a summary of the general provisions of this Agreement; (2) the policy and operational changes that the HACEP will be making to implement this Agreement; and (3) the HACEP's responsibilities to comply with civil rights laws and regulations set forth in this Agreement, including Section 504, Title II of the ADA and the Fair Housing Act, including the responsibility to provide reasonable accommodation(s) to persons with disabilities.
- b. For the duration of this Agreement, within ten (10) days after the start date of each of the HACEP's new employee, including contract employees, who have contact with applicants, residents or members of the public, the HACEP shall provide the new employee or contract employee a copy of the letter.
- c. The HACEP shall maintain a signed and dated acknowledgement of receipt for each of the HACEP's current and new employee and contract employee verifying the individual's receipt of the letter.

2. Employee Notification of Revised ACOP

- a. Within thirty (30) days after the implementation of the revised ACOP, the HACEP shall distribute a copy of the revised reasonable accommodation policy, transfer policy, assistance animal policy and effective communication policy to all of the HACEP's current employees, including contract employees who have contact with applicants, residents or members of the public,
- b. For the duration of this Agreement, within ten (10) days of the start date of each new employee, including contract employees, who have contact with applicants, residents or members of the public, the HACEP shall provide the new employee or contract employee a copy of the revised reasonable accommodation policy, transfer policy, assistance animal policy and effective communication policy .
- c. The HACEP shall maintain signed and dated receipts for each current and new employee and contract employee verifying that the individual received a copy of the

revised reasonable accommodation policy, transfer policy, assistance animal policy and effective communication policy.

3. Resident and Applicant Notification of Revised ACOP

- a. Within sixty (60) days after the implementation of the revised ACOP, the HACEP shall distribute a summary of the Reasonable Accommodation Policy, Transfer Policy, Assistance Animal Policy and Effective Communication Policy to each resident or resident's designee.
- b. Within ten (10) days after the implementation of the revised ACOP, the HACEP shall post copies of the amended policies in all site management offices, the HACEP occupancy office and in all other places where applications are available.
- c. The HACEP shall provide summaries of the Reasonable Accommodation Policy, Transfer Policy, Assistance Animal Policy and Effective Communication Policy to each head of household, or the resident's designee, at the time of annual re-certification.

H. EMPLOYEE EDUCATION AND TRAINING

1. Education and Training Plan

- a. Within ninety (90) days after the Effective Date of this Agreement, the HACEP shall submit to HUD a proposed Education and Training Plan which will delineate how the HACEP will train employees about the HACEP's responsibilities and procedures under this Agreement and applicable civil rights statutes. HUD will provide its approval or reasons for disapproval to the proposed educational programs within thirty (30) days after receipt.
- b. The proposed Education and Training Plan will include: (i) written curricular and objectives of the required training; (ii) a curriculum that is a minimum two (2) - three (3) hours in length depending upon job classification; (iii) the proposed schedules for the training sessions; and (iv) the name, resume and/or curriculum vitae of each proposed trainer. The trainers will include the HACEP professional and management staff to address the procedural and operational changes necessary to comply with this Agreement.

2. Employee Training

- a. Within one hundred eighty (180) days after receipt of HUD's approval of the Educational and Training Plan, the educational program shall be provided to the HACEP employees, including contract employees, involved with admissions, occupancy and transfer of applicants and residents, and maintenance of properties, including, but not limited to, principal and administrative staff (3 hr), project managers (3 hr), housing managers (3 hr), housing assistants (2 hr), maintenance staff

- 3 hr), application/occupancy specialists (3 hr), and other appropriate personnel (2-3 hr).
- b. The HACEP shall provide the training described above to each of the HACEP's new admissions, occupancy and transfer, and maintenance employee, within ten (10) days of an employee's start date. This may be done using a videotape of previous training.
 - c. For the duration of this Agreement, the HACEP shall provide all employees with an *annual refresher course training on the HACEP's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations*
 - d. The HACEP will invite the members of its Board of Commissioners to attend one annual training session conducted pursuant to this Agreement.

V. REPORTING REQUIREMENTS

A. The HACEP will submit to HUD quarterly reports during the first twelve (12) months of this Agreement. Thereafter, if HUD determines that the HACEP has made satisfactory progress in the implementation of this Agreement, the HACEP will submit semiannual reports for the duration of the Agreement. Each Report shall provide information on the production of UFAS-accessible units, the implementation of the revised ACOP policies and the conduct of employee training.

1. UFAS-accessible Unit Production

- a. The reports will include the following information about compliance with the UFAS-accessible Unit Plan and the Non-Housing Program Accessibility Plan. These reports shall contain the following information:
 - i. a list of units, by community, address and bedroom size, that have been made UFAS-accessible during the reporting period.
 - ii. the third-party Certification Report for each completed UFAS-accessible unit, and
 - iii. a narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the UFAS-Accessible Unit Plan, and Non-Housing Program Accessibility Plan.
- b. HUD reserves the right to impose modifications to report formats, as well as computer software requirements, and will provide notice at least 60 days before the modifications take effect.
- c. The HACEP's failure to report delays in a timely fashion will have a negative impact on HUD's consideration of any HACEP request for adjustments in annual rates or attempts to resolve or cure any alleged noncompliance pursuant to Paragraph VII. D.

2. Implementation of the Revised Disability-Related Policies and Procedures

The reports will include the following information about the implementation of the revised policies including:

- a. the reasonable accommodation log for the reporting period;
- b. summary statistics of the reasonable accommodation log, including the number of *newly received, pending, and resolved reasonable accommodation requests*, average number of days between date of request and current date (pending requests) and implementation (resolved requests);
- c. steps taken to maximize the utilization of UFAS-accessible units, including completed transfers of non-disabled tenants out of UFAS-accessible units, completed transfers of disabled tenants into UFAS-accessible units, pending requests for disability-related transfers, and number of applicants on the waiting list who have requested a UFAS-accessible unit; and
- d. steps taken to implement the revised effective communication policy, including the number of requests for auxiliary aids and any public notices that were issued in alternative formats during the reporting period

3. Employee Training

The reports shall include a summary of progress toward developing the training programs, as well as the dates on which training sessions were conducted, the names and titles of the employees trained, and a copy of the agenda for the training.

- B. Quarterly reports will be due on the tenth day of each quarter and cover activity from the previous quarter. The first report will be due ten days after the first full quarter from the Effective Date of the Agreement. Semiannual reports shall be submitted at the beginning of each six (6) month period [i.e. January 1 and July 1] and cover activity from the six month period after the first full year of quarterly reporting.
- C. All plans, reporting materials, review results, and other materials required to be submitted shall be mailed to the following:

Garry Sweeney
Director, Southwest Regional Office of FHEO
U.S. Department of Housing and Urban Development
801 Cherry St., P.O. Box 2905
Ft. Worth, TX 76113-2905

With complete copies to:

Justin Ormsby
Director, Office of Public and Indian Housing
U.S. Department of Housing and Urban Development

801 Cherry St., P.O. Box 2905
Ft. Worth, TX 76113-2905
ATTN: HACEP VCA

Cheryl Zeigler
Deputy Assistant Secretary for Enforcement and Programs
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 7th Street SW, Washington, DC 20410
ATTN: HACEP VCA.

VI. RECORDKEEPING REQUIREMENTS

- A. During the term of this Agreement, the HACEP shall maintain all records necessary to verify compliance with Section 504. *See* 24 C.F.R. §8.55
- B. During the term of this Agreement, the HACEP shall maintain all records necessary to verify compliance with this Agreement, including records related to UFAS-unit production, UFAS-accessible unit utilization, reasonable accommodation requests, transfer requests and lease riders, and employee training.

VII. MONITORING AND EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

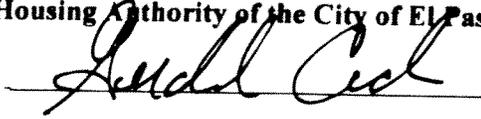
- A. HUD will monitor the HACEP's implementation of this Agreement. During the first year after the Effective Date of this Agreement, HUD and the HACEP will meet at least quarterly to discuss the HACEP's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may, after providing notice to the Chief Executive Officer/Executive Director, convene meetings with the HACEP's Chief Executive Officer/Executive Director, VCA Administrator, Section 504/ADA Coordinator and/or other appropriate HACEP personnel, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. In the event that the HACEP fails to comply in a timely fashion with any requirement of this Agreement the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available.
- 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 release of the HACEP from any obligation incurred under this Agreement.
- D. The parties intend to resolve any dispute with respect to noncompliance with provisions of this Agreement in a timely and efficient manner. Upon a finding of noncompliance, HUD

will provide the HACEP with a written statement specifying the facts of the alleged noncompliance and will provide a reasonable opportunity to cure the finding or otherwise demonstrate that the provisions of this Agreement that are the subject of the noncompliance findings have been addressed satisfactorily. If the HACEP does not respond in a timely or sufficient manner to the opportunity for cure, demonstration of compliance, or other negotiated resolution of noncompliance findings, the Department will affirm its findings (with or without modification). In the event that any such dispute(s) cannot be resolved at the Regional Office, HACEP may appeal to HUD FHEO Headquarters Office for resolution of the dispute(s). HUD may take any of the following actions for noncompliance:

1. Any material act(s) or omission(s) that constitute a violation of the terms of this Agreement so serious as to affect the integrity of an agency program, such as (1) a willful failure to perform in accordance with the terms of this Agreement; or (2) a willful violation of a statutory or regulatory provision or requirement applicable to this Agreement, may result in debarment as set forth at 24 C.F.R. § 24.800; suspension, as set forth at 24 C.F.R. § 24.700; or limited denial of participation, as set forth at 24 C.F.R. § 24.1100;
 2. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD to declare a breach of the Annual Contributions Contract (ACC) or other arrangement for financial assistance with respect to any or all of the HACEP's functions;
 3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as basis for HUD to direct the HACEP to take corrective action, as set forth in 24 C.F.R. § 968.335 (d)(5). Failure to take the required corrective action may result in HUD withholding some or all of the HACEP's Capital Fund Program funding as set forth at 24 C.F.R. § 968.335 (f)(1);
 4. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
 5. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.
 6. Any material 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 Section 504, the ADA, or other appropriate statutory or regulatory authority.
- E. The options 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.

VIII. SIGNATURES

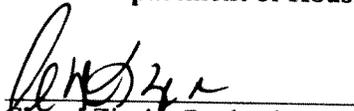
The Housing Authority of the City of El Paso:



Executive Director

4/29/09
Date

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



Cheryl Ziegler Ragland
Deputy Assistant Secretary for
Enforcement and Programs
Office of Fair Housing and
Equal Opportunity

11 June 2009
Date



Milan Ozdinec
Deputy Assistant Secretary for
Public Housing and Voucher Programs
Office of Public and Indian Housing

MAY 26 2009
Date

APPENDIX A

**Housing Authority of the City of El Paso.
Public Housing Property List
April 17, 2009
Attached**

APPENDIX B

The certification for the units should contain the following:

On (date), (person) of (firm name) conducted a final inspection of (unit number and address) to assess compliance with the accessibility requirements of Section 504, the Americans with Disabilities Act (ADA), and the Fair Housing Act (Delete Fair Housing Act when not applicable.) and with applicable technical criteria, including the *Uniform Federal Accessibility Standards* (UFAS), the ADA Standards for Accessible Design, and the Fair Housing Act Accessibility Guidelines.

(Person or firm name) has substantial expertise and extensive experience in assessing compliance with federal accessibility requirements. Having reviewed the applicable requirements, it is the professional opinion of (person or firm name) that (unit number) at (building and community), including the accompanying Non-Housing Programs, is in compliance with the accessibility requirements of Section 504, the ADA, and the Fair Housing Act (delete if not required).

(Signed)
(Title)

Affix seal.

The certification for the common use areas and the administrative areas should contain the following:

On (date), (person) of (firm name) conducted a final inspection of (detailed description of the common use area or administrative area and address) to assess compliance with the accessibility requirements of Section 504 and the Americans with Disabilities Act (ADA) and with applicable technical criteria, including the *Uniform Federal Accessibility Standards* (UFAS) and the ADA Standards for Accessible Design.

(Person or firm name) has substantial expertise and extensive experience in assessing compliance with federal accessibility requirements. Having reviewed the applicable requirements, it is the professional opinion of (person or firm name) that (detailed description of the common use area or administrative area) at (building and community) is in compliance with the accessibility requirements of Section 504 and the ADA.

(Signed)
(Title)

Affix seal.

HOUSING AUTHORITY OF THE CITY OF EL PASO - PUBLIC HOUSING PROPERTY LIST - April 17, 2009

ADDRESS	NO. OF BEDROOMS	NO. OF 504 BEDROOMS	NON-DWELLING MGR CMNTY	ELDER YEARS
1221-P003-002	115	4		0
1221-P003-003	111	2		0
1221-P003-004	23	4		0
1221-P003-005	16	4		0
1221-P003-006	48	4		0
1221-P003-007	47	5		0
1221-P003-008	127	5		0
1221-P003-009	150	5		0
1221-P003-010	18	5		0
1221-P003-011	32	2		0
1221-P003-012	4	2		0
1221-P003-013	8	2		0
1221-P003-014	37	2		0
1221-P003-015	32	1		0
1221-P003-016	4	1		0
1221-P003-017	44	0		0
1221-P003-018	28	0		0
1221-P003-019	12	1		0
1221-P003-020	12	1		0
1221-P003-021	28	1		0
1221-P003-022	18	1		0
1221-P003-023	28	1		0
1221-P003-024	18	1		0
1221-P003-025	20	1		0
1221-P003-026	11	1		0
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1221-P003-112	0	1		0
1221-P003-113	0	1		0
1221-P003-114	0	1		0
1221-P003-115	0	1		0
1221-P003-116	0	1		0
1221-P003-117	0	1		0
1221-P003-118	0	1		0
1221-P003-119	0	1		0
1221-P003-120	0	1		0
1221-P003-121	0	1		0
1221-P003-122	0	1		0
1221-P003-123	0	1		0
1221-P003-124	0	1		0
1221-P003-125	0	1		0
1221-P003-126	0	1		0
1221-P003-127	0	1		0
1221-P003-128	0	1		0
1221-P003-129	0	1		0
1221-P003-130	0	1		0
1221-P003-131	0	1		0
1221-P003-132	0	1		0
1221-P003-133	0	1		0
1221-P003-134	0	1		0
1221-P003-135	0	1		0
1221-P003-136	0	1		0
1221-P003-137	0	1		0
1221-P003-138	0	1		0
1221-P003-139	0	1		0
1221-P003-140	0	1		0
1221-P003-141	0	1		0
1221-P003-142	0	1		0
1221-P003-143	0	1		0
1221-P003-144	0	1		0
1221-P003-145	0	1		0
1221-P003-146	0	1		0
1221-P003-147	0	1		0
1221-P003-148	0	1		0
1221-P003-149	0	1		0
1221-P003-150	0	1		0
1221-P003-151	0	1		0
1221-P003-152	0	1		0
1221-P003-153	0	1		0
1221-P003-154	0	1		0
1221-P003-155	0	1		0
1221-P003-156	0	1		0
1221-P003-157	0	1		0
1221-P003-158	0	1		0
1221-P003-159	0	1		0
1221-P003-160	0	1		0
1221-P003-161	0	1		0
1221-P003-162	0	1		0
1221-P003-163	0	1		0
1221-P003-164	0	1		0
1221-P003-165	0	1		0
1221-P003-166	0	1		0
1221-P003-167	0	1		0
1221-P003-168	0	1		0
1221-P003-169	0	1		0
1221-P003-170	0	1		0
1221-P003-171	0	1		0
1221-P003-172	0	1		0
1221-P003-173	0	1		0
1221-P003-174	0	1		0
1221-P003-175	0	1		0
1221-P003-176	0	1		0
1221-P003-177	0	1		0
1221-P003-178	0	1		0
1221-P003-179	0	1		0
1221-P003-180	0	1		0
1221-P003-181	0	1		0
1221-P003-182	0	1		0
1221-P003-183	0	1		0
1221-P003-184	0	1		0
1221-P003-185	0	1		0
1221-P003-186	0	1		0
1221-P003-187	0	1		0
1221-P003-188	0	1		0
1221-P003-189	0	1		0
1221-P003-190	0	1		0
1221-P003-191	0	1		0
1221-P003-192	0	1		0
1221-P003-193	0	1		0
1221-P003-194	0	1		0
1221-P003-195	0	1		0
1221-P003-196	0	1		0
1221-P003-197	0	1		0
1221-P003-198	0	1		0
1221-P003-199	0	1		0
1221-P003-200	0	1		0

Development Name	Development	Development Location (Office Location)
ALAMITO	TX21-P003-001	508 SOUTH VIRGINIA
ALVAREZ	TX21-P003-025	8247 NORTH LOOP
ANDERSON	TX21-P003-041	741 LAFAYETTE
BAINES	TX21-P003-39A	10700 VISTA DEL SOL
BAIRD	TX21-P003-031	4747 ATLAS DRIVE
BEAN	TX21-P003-024	1313 N. St. VRAIN
CHELSEA	TX21-P003-008	600 CHELSEA
CRAMER	TX21-P003-014	184 BARKER ROAD
DEWETTER	TX21-P003-009	212 LISBON (LISBON & DELTA)
DEWETTER (NEW CONSTRUCTION)	TX21-P003-062	617 FELIZ ST.
EISENHOWER	TX21-P003-023	5628 EISENHOWER
FR. PINTO	TX21-P003-026	1001 S. OCHOA
GONZALEZ	TX21-P003-028	SOCORRO and LONGUEMARE
GRAHAM	TX21-P003-39B	INDEPENDENCE AND SAN JUAN
GUILLEN	TX21-P003-011	9Th St. at CAMPBELL
HART	TX21-P003-30C	4861 ATLAS DRIVE
HENRY CISNEROS	TX21-P003-058	5200 LOU BROCK
KATHY WHITE	TX21-P003-020	2500 MOBILE AVENUE
KENNEDY ESTATES	TX21-P003-060	400 S. ZARAGOZA
KENNEDY URD	TX21-P003-022	447 SOUTH SCHUTZ
KING	TX21-P003-30A	PECAN GROVE (9101 BUTTERNUT)
KRUPP	TX21-P003-034	10200 HEDGEROW
LB JOHNSON	TX21-P003-033	9000 ROANOKE
LEASED HOUSING	TX21-P003-016	SCATTERED SITES
MACHUCA	TX21-P003-013D	1039 MACHUCA DRIVE
MACHUCA	TX21-P003-30B	1039 MACHUCA DRIVE
MARMOLEJO	TX21-P003-019	600 NORTH CAROLINA
MOREHEAD	TX21-P003-042	6 TH & PARK (1001 S. OCHOA)
OASIS RANCH	TX21-P003-063	11000 E. MONTANA AVE
OASIS RANCH	TX21-P003-064	11000 E. MONTANA AVE
OCHOA	TX21-P003-040	8820 OLD COUNTRY ROAD
PAISANO	TX21-P003-015B	4000 EAST PAISANO
PAISANO DEMO	TX21-P003-004	4000 EAST PAISANO
POOLEY	TX21-P003-035	201 CORTEZ
REPLACEMENT HSG (K. WHITE)	TX21-P003-061	SCATTERED SITES
RIO GRANDE	TX21-P003-021	212 LISBON (LISBON & DELTA)
ROBINSON	TX21-P003-029	421 MANGRUM
ROOSEVELT	TX21-P003-012	4647 MAXWELL
RUBIN HEIGHTS SUBDIVISION	TX21-P003-065	PETE PAYAN DRIVE
SALAZAR	TX21-P003-010	311 SOUTH EUCALYPTUS
SANDOVAL	TX21-P003-018	5353 RIDGE
SCATTERED SITES	TX21-P003-043	SCATTERED SITES
SCATTERED SITES	TX21-P003-047	SCATTERED SITES
SCATTERED SITES	TX21-P003-055	SCATTERED SITES
SCATTERED SITES	TX21-P003-057	SCATTERED SITES
SHERMAN	TX21-P003-005	4528 BLANCO
SHERMAN	TX21-P003-006	4528 BLANCO
SUN PLAZA	TX21-P003-007	1221 EAST SAN ANTONIO
TAYS	TX21-P003-002	2174 MAGOFFIN

TAYS	TX21-P003-003	2174 MAGOFFIN
TAYS	TX21-P003-015A	2174 MAGOFFIN
TELLES	TX21-P003-036	PADRES DR. and BUENA PARK DI
TRUMAN	TX21-P003-032	7619 MERAZ
VALLE VERDE	TX21-P003-013C	224 ASCARATE
WEBBER	TX21-P003-027	110 WHITTIER
WESTFALL	TX21-P003-037	VISTA DEL SOL (East of Yarbrough
WILLIAMS	TX21-P003-038	314 RESLER

PHA SUB-TOTAL:

(USDA) "TIC" COOPER	HACEP-119	5300 SUNCREST
HERVEY	TX16-P013-006	4949 ALPS
MUNOZ	TX16-P013-007	10040 AUDOBON
HENDERSON	TX16-P013-08A	9401 STONE WALL
SITGRAVES	TX16-P013-08B	10100 HEDGEROW

VILLA ALEGRE	HACEP-1 - 112	6412 EDGEMERE
LOMALAND	HACEP-2 - 116	590 LOMALAND
SHELTER & ORCHARD	HACEP-3 - 117	4301 - 4305 ORCHARD
ST. JOHN'S APARTMENTS	HACEP-4.1 - 114	1515 ST. JOHN'S
LAS CASITAS	HACEP-5 - 113	1401 DELTA DRIVE
DESERT SUN APARTMENTS	HACEP-6 - 115	10406 RUSHING ROAD

EL PASO ST. & RIVER SIXPLEX	HACEP- 122	1319 El Paso St.
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WESTERN EASTSIDE SENIORS	Low Income Housing Tax Credit Property	11496 PEBBLE HILLS BOULEVARI
LEE SENIORS APARTMENTS		2965 LEE BOULEVARD
WESTERN CAROLINA		900 NORTH CAROLINA DRIVE
WESTERN CROSBY		5010 RAYMOND TELLES DRIVE
WESTERN GALLAGHER		450 GALLAGHER STREET
WESTERN BURGUNDY		815 BURGUNDY DRIVE
WESTERN YARBROUGH		625 YARBROUGH DRIVE
WESTERN REDD ROAD		610 REDD ROAD
WESTERN PEBBLE HILLS		11490 PEBBLE HILLS BOULEVARI
WESTERN PELLICANO		11973 PELLICANO DRIVE
SAUL FLEINFELD		1871 SAUL KLEINFELD DRIVE
BIENVIVIR PARKSIDE SENIORS		11530 VISTA DEL SOL DRIVE
MEADOWBROOK		11520 VISTA DEL SOL DRIVE