U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Region VII
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY
Gateway Tower II, 4th Floor
400 State Avenue
Kansas City, KS 66101-2406

April 9, 2014

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Honorable Roy D. Buol
Mayor of Dubuque
City Hall
50 West 13th Street
Dubuque, IA 52001

Dear Mayor Buol:

SUBJECT: Signed Voluntary Compliance Agreement
Regarding Civil Rights Compliance Review of the
City of Dubuque's CDBG and Section 8 Programs
Title VI Review Number: 07-11-R001-6
Section 109 Review Number: 07-11-R001-9

Enclosed is one copy of the Voluntary Compliance Agreement (VCA) signed by the City of Dubuque, Iowa and the U.S. Department of Housing and Urban Development (HUD) outlining remedies to address the findings of noncompliance identified in HUD's letter to the City dated June 17, 2013. The VCA will bring the City and its HUD funded programs into compliance with its civil rights obligations under Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 C.F.R. Part 1.

We look forward to working with the City of Dubuque to fully implement the VCA. If you have any questions, please call me at 913-551-6857.

Sincerely,

Betty J. Bottiger
Regional Director
Region VII Office of Fair Housing
and Equal Opportunity

Enclosure

Phone (913) 551-6958 Fax (913) 551-6856
www.hud.gov espanol.hud.gov

THE 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

DUBUQUE, IOWA

HUD COMPLIANCE REVIEW CASE NUMBER 07-11-R001-6

Dubuque, Iowa

Voluntary Compliance Agreement

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HUD COMPLIANCE REVIEW CASE NUMBER 07-11-R001-6

I. INTRODUCTION

The City of Dubuque, Iowa (the City) receives funds from the U.S. Department of Housing and Urban Development (HUD or the Department) through the Section 8 Housing Choice Voucher program (Section 8 or HCV) and the Community Development Block Grant (CDBG) program. The City's Housing and Community Development Department (HCDD) both administers and operates Section 8 and operates and distributes CDBG monies. HCDD operates corollary programs that include, but are not limited to the Family Self Sufficiency Program (FSS), and Circles Initiative.

The City is subject to various Federal civil rights laws and regulations including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d-1 and the implementing regulations at 24 C.F.R. § Part 1 (Title VI); Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5309 and the implementing regulations at 24 C.F.R. Part 6 (Section 109); and the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 et seq. and its implementing regulations at 24 C.F.R. Part 100 (Fair Housing Act). Additionally, the City is obligated to affirmatively further fair housing (AFFH) pursuant to Section 104 of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5304, the Fair Housing Act, 42 U.S.C. § 3608(e)(5), and the regulations implementing AFFH obligations for programs administering CDBG funds at 24 C.F.R. Parts 570 and 91 and public housing programs participating in the HCV program found at 24 C.F.R. Parts 903 and 982.

On June 20-24, 2011, staff from HUD's Office of Fair Housing and Equal Opportunity (FHEO) completed a civil rights related program review of the City's HCDD which administers the City's Section 8 program and the City's CDBG program. The on-site review was conducted by Equal Opportunity Specialists from HUD's Office of FHEO, a Community Planning and Development (CPD) Representative, and a Financial Analyst from HUD's Office of Public and Indian Housing (PIH).

The review focused on policies that were primarily implemented in late 2009 and early 2010 that limited the participation of African American participants in the program. The review team collected demographic data on Section 8 program participants, including wait list information, applicant resolution information, and voucher utilization. The team further collected and reviewed information available through public record, including City meeting minutes, committee meeting minutes, and newspaper articles. Finally, the team collected policies, plans and reports such as the City's Consolidated Plan and HCDD's wait list and admission policies.

As a result of the compliance review, the Department issued a Letter of Findings on June 17, 2013, (the LOF) which is incorporated by reference in its entirety into this Agreement, concluding that the City violated Title VI in the administration of its Section 8 Program.

Additionally, on October 26, 2012, based on the evidence gathered during the compliance review, the Office of PIH withheld the City's Section 8 Management Assessment Program (SEMAP) score for the fiscal year ending June 30, 2012, due to substantial noncompliance with Program Requirements found at 24 C.F.R. §§ 985.3(n) and 982.207(b).

The City denies discriminating against African American applicants to the program. However, the City agrees to enter this Voluntary Compliance Agreement (VCA or Agreement) to ensure continued compliance with its responsibilities under Title VI and its implementing regulations, as well as the City's AFFH obligations and compliance with PIH Program Requirements.

Nothing herein shall be deemed or construed to be an admission or concession of any liability whatsoever on the part of the City, that any policy or procedure of the City had a discriminatory effect on a protected class, that the City had the intent to discriminate against anyone in a protected class, or that the City agrees with the Department's conclusions in the June 17, 2013 Letter of Findings contained herein.

II. DEFINITIONS [Add or remove definitions as necessary.]

Administrative Plan (Admin Plan) – The written plan that establishes local policies for the administration of the HCV Program in accordance with HUD requirements.

Affirmatively Further Fair Housing (AFFH) - A jurisdiction's obligation to conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take

appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

Affordable Housing - Housing which in general allows a household to pay no more than thirty percent (30%) of its annual income on housing. In some instances, families with lower income may pay more than this, even with financial or voucher assistance.

Analysis of Impediments to Fair Housing Choice (AI) – An analysis undertaken by the City to determine factors that prohibit or impede fair housing choice within the Recipient's jurisdiction.

Annual Action Plan (AAP) – The CDBG written plan detailing the annual objectives the City expects to achieve during the forthcoming program year and the resources to be used and activities to be undertaken in pursuit of these objectives.

Certification – A written assertion, based on supporting evidence, that must be kept available for inspection by HUD, by the Inspector General of HUD, and by the public. See 24 C.F.R. § 91.5.

City - the City of Dubuque, Iowa. Dubuque, through its Housing and Community Development Department (HCDD), administers Section 8 Housing Choice Vouchers (Section 8 or voucher program) and Community Development Block Grant Funds (CDBG). The City is a recipient of Federal financial assistance.

Consolidated Annual Performance and Evaluation Report (CAPER) – An annual review and report for jurisdictions with Consolidated Plans on the progress the jurisdiction has made in carrying out its strategic plan and its action plan. See 24 C.F.R. § 91.520.

Consolidated Plan (Con Plan) – The document submitted to HUD that serves as the comprehensive housing affordability strategy, community development plan, and submissions for funding under any of the Community Planning and Development formula grant programs (e.g., CDBG, ESG, HOME and HOPWA) that is prepared in accordance with the process described in 24 C.F.R. Part 91 Subpart C. See 24 C.F.R. § 91.5.

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

Family Self-Sufficiency Program (FSS) – The program established by a PHA in accordance with 24 C.F.R. Part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services.

Housing Assistance Payments (HAP) – The monthly assistance payment, on behalf of the family participating in the HCV program, by a PHA to the property owner, for rent to the owner under the family's lease.

Housing and Community Development Department (HCDD) Program – The City of Dubuque, Iowa's Housing Program, which operates the Section 8 Program and distributes CDBG monies.

HAP Contract – Housing assistance payments contract.

Non-housing Programs - Non-housing programs include any aid, benefit or service provided by the Recipient, policies, procedures and services whose operation contributes to the application for housing, full enjoyment of housing, and full participation in the Recipient's housing programs.

Participant (participant family) – A family that has been admitted to the PHA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

Public Housing Agency/Authority (PHA) - Also referred to as the Housing Authority of Dubuque (HAD), operated by the HCDD for the City with Federal funding received from HUD.

PHA Plan – The Annual Plan (AP) and the 5-Year Plan as adopted by the PHA and approved by HUD as required by 5A of the United States Housing Act of 1937 (42 U.S.C. § 1437c-1) and in accordance with 24 C.F.R. Part 903. These plans provide the framework for local accountability.

Program or Activity – All of the operations of a department, agency, special purpose district, or other instrumentality of a State or local government. For this Agreement, the program or activity encompasses all of the operations of the HCDD, the instrumentality of Dubuque, Iowa, that operates Dubuque's PHA and distributes CDBG Program funds. See 24 C.F.R § 6.3.

Undue Hardship – An undue hardship, with respect to compliance with this Agreement, means any action that would be unduly costly or disruptive or that would significantly and adversely affect the operations of the City in its day to day activities.

a) If the City demonstrates that compliance with a provision of this Agreement would cause an undue hardship, it is still required to act if funding from an external source is available to offset the portion of the cost that would cause an undue hardship.
b) If the City is or may be eligible to receive funds from an external source to offset the cost, the City must pursue such funds. The City may not claim cost as an undue hardship, or claim cost as a defense to noncompliance with this Agreement,

unless it has unsuccessfully pursued such funds, or an alternative source does not exist.

c) If an undue hardship arises in the course of implementation of one or more provisions in this Agreement, the City shall propose to HUD an alternative course of action that meets the spirit of this Agreement, but which is consistent with the constraints identified by the City.

d) The City's notice of an undue hardship to the Department shall provide: (1) an analysis detailing why the cost or difficulty of implementation of the action sought is an undue hardship; (2) a detailed description of outside revenue sources pursued unsuccessfully by the City; (3) the City's proposed alternative course of action; and (4) a list of dates and times within twenty (20) business days of the date of the notice within which representatives of the City can meet (telephonically) with representatives of the Department to discuss the alternative proposals. Upon receipt of the notice of undue hardship, the Department will respond to the City to confirm or to propose an alternate date and time, within which to discuss the information provided by the City. During the meeting(s), the Department may provide alternate terms, and the City and the Department agree to discuss potential alternatives. The Department will provide concurrence or non-concurrence on the assessment of undue hardship, as well as approval or non-approval on the alternative proposal sought during the discussions between the parties, within forty-five days of the last meeting between the Department and the City.

Housing Choice Voucher (HCV) – A document issued by the PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Voucher Holder – A family holding a voucher with an unexpired term (search time).

III. GENERAL PROVISIONS

A. This Agreement applies to all federally funded projects, developments and related facilities and programs or activities that the City, its agents, successors, and assigns or beneficiaries own, control, operate or sponsor.

B. This Agreement does not affect the obligation of the City to have all programs, facilities, activities and policies in compliance with Title VI; Section 109; and the City's obligations to AFFH; nor does it address whether the entirety of the City's operations are in compliance.

C. 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 City and HUD. This Agreement shall remain in effect for seven (7) years after the effective date of this Agreement. The City will provide a written letter of satisfaction for

completed items. The Department will send a written response indicating concurrence or non-concurrence to the letter of satisfaction within forty-five days.

D. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Title VI, Section 109, and/or the Fair Housing Act or any other federal, state, or local civil rights statute or authority. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.

E. The City agrees to refrain from discriminating against any person in violation of Title VI, Section 109, and the Fair Housing Act and to refrain from retaliating against any person who has exercised his/her civil rights; has participated in any manner with respect to the above-referenced compliance review; or participated in any manner in protecting the civil rights of the Recipient's residents.

F. This Agreement does not affect the ability of HUD or the City to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.

G. This Agreement will be a public document when placed on the City Council Agenda. A copy of this Agreement shall be made available to any person for his/her review, in accordance with law.

H. The City shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with the City's information and privacy practices and procedures and applicable law. In no event will public disclosure include personally identifiable information regarding applications or residents.

I. The Department acknowledges receipt and approval of the City's December 5, 2012, response to the withholding of the City's SEMAP score. The City's response proposed corrective actions implemented by the City to address areas of noncompliance with Housing Choice Voucher regulations revealed during the on-site compliance review. Included in the proposed corrective actions from the City was an intention to increase the City's lease up efforts to award 1,063 vouchers on an annual basis by June 2015. The Department approved the implementation of this goal.

J. To the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding the City's obligations, responsibilities, or technical requirements under Title VI, Section 109, and/or the Fair Housing Act, conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.

K. This Agreement does not supersede, or in any manner change, the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.

L. This Agreement does not affect any requirements for the City to comply with all requirements of Title VI, Section 109, and/or the Fair Housing Act not addressed in this Agreement.

M. The City 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. § 1.6(b).

N. The City shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.

IV. SPECIFIC PROVISIONS

A. Agreement Administrator

(1) Within forty-five (45) days of the effective date of this Agreement, the City shall hire or appoint an Agreement Administrator and provide HUD with the name of the individual designated to serve as such and a copy of the Administrator's resume and/or curriculum vitae.

(2) The individual fulfilling the role of Agreement Administrator must have prior experience that demonstrates knowledge of and expertise concerning the following: Title VI; Section 109; the Fair Housing Act; the regulations implementing those statutes; as well as requirements related to AFFH; and Section 8 and CDBG Program and reporting requirements.

(3) The Agreement Administrator will report directly to the City Manager and shall serve as the point of contact for the Department regarding this Agreement.

(4) The Agreement Administrator will perform the following functions:

a. Coordinate the City's compliance with Title VI, Section 109, the Fair Housing Act, and HUD's implementing regulations, as well as compliance with the Recipient's obligations to AFFH;

b. Coordinate the implementation of the provisions of this Agreement;

c. Coordinate the activities of the City's personnel who will assist with both the implementation of HUD's regulations and this Agreement.

d. Submit reports, records and plans required by this Agreement to the Department.

(5) Administration of this Agreement by the Administrator and the successful accomplishment of the objectives laid out herein shall not be impaired by a lack of sufficient resources. The City shall pursue and make effective resource determinations so as to ensure the success of the Agreement. The City is required, absent undue hardship, to comply.

(6) In the event the Agreement Administrator resigns or is otherwise terminated prior to the termination of this Agreement, the City shall designate an

Acting Agreement Administrator within fourteen (14) days of the resignation or termination. Upon designation, the City shall provide HUD with the name of the individual selected to serve as the Acting Agreement Administrator.

(7) Within forty-five (45) days of the termination or resignation of the Agreement Administrator, the City shall select a new Agreement Administrator. Upon designation, the City shall provide HUD with written notice of the Agreement Administrator and a copy of the Agreement Administrator's resume and/or curriculum vitae.

B. Analysis of Impediments (AI)

(1) Within ninety (90) days of the effective date of this Agreement, the City shall commence an update of the 2010 AI to include the following:

a. A history of race relations in Dubuque from at least 1987 to the present, and how the recent history of race relations in Dubuque affects fair housing choice within the City.

b. A section addressing City policies and practices that operated as impediments to fair housing choice.

c. A section addressing HCDD PHA specific policies that operated as impediments to fair housing choice.

d. The Fair Housing Action Plan shall include within the identified activities, specific, concrete steps the City shall take to overcome identified impediments, and to address the discriminatory effects of the City's reduction of the Section 8 program. The activities shall include efforts the City will take to integrate affordable housing that is fully available without regard to race or ethnicity throughout all of the communities within the City and to create equal housing opportunities. General statements and/or goals without identified implementing steps will not be sufficient.

(2) Within one hundred and eighty (180) days after commencing an update to the AI, the City shall submit the completed and updated AI to the Department.

a. The Department shall provide approval or disapproval and comments on the updated AI within sixty (60) days of receipt of the AI.

b. In the event of the Department's disapproval, the City will have an additional sixty (60) days from the receipt of the Department's comments to provide an updated AI.

c. Any further negotiations between the parties will occur within a thirty (30) day time frame for approval or disapproval.

d. Any amendments will be considered approved if the City does not receive a response from the Department within sixty (60) days.

C. Amendments to the Section 8 Administrative Plan (Admin Plan):

(1) Within ninety (90) days of the effective date of this Agreement, the City shall submit either a new Admin Plan or an Admin Plan with the following amendments to the Department for review and approval.

a. Each Section of the Admin Plan is detailed below:

i. Application Process

(a) "Availability of Application":

I. Include a clause requiring the PHA to provide HUD with notice and justification for, and to receive HUD approval, prior to accepting only applications meeting certain criteria such as limiting the waiting list to applicants with local preference only.

II. Allow application packets to be mailed.

III. Cross reference the section on Purging the Waiting List.

(b) "Program Outreach"

I. Insert the Outreach Plans specified in this Agreement to the section on Program Outreach.

(c) "Receipt of Applications"

I. Include clause that whenever the Housing Commission directs staff to suspend taking applications, notice of such suspension shall be given to HUD with evidence that applicants have at least a year wait prior to being offered assistance.

(d) "Purging the Waiting List"

I. Specify exact Purging Policies, including whether applicants will be contacted in groups or all at one time, when purges shall occur, and the time allotted for applicants to respond to HA inquiry

(e) "Local Preferences"[1]

I. Include that notice and final HUD approval is required whenever the PHA intends to change the preference system.

A. The Department will acknowledge receipt of the City's request to change the preference system within twenty (20) days.

[1] The Department recognizes that the City has made changes to its preference point allotments since the time of the review, including the removal of the residency preference point system. This information is included so as to contractually bind the City to this update.

B. The Department shall provide approval or disapproval of the proposed preference system, and comments, if any, within sixty (60) days of receipt.

II. Include that when giving notice to the Department that a local preference change is being sought, evidence supporting the need for the change must also be provided from generally accepted data sources, i.e. census data, indicating a change in local demographics or the identification of need not previously met, thus necessitating additional assistance for an expanding or newly identified demographic.

III. Remove all residency preference point allotments.

IV. Remove section detailing residency preference verification.

(f) "Certification and Verification of Preference Qualification"

I. Remove language detailing verification of residency.

II. Ensure consistency amongst provisions on verification of disability.

ii. "Waiting List Selection"

(a) Clarify how point system, if used, operates and individuals are ranked. Include explanation clarifying that single member households consisting of disabled, elderly and displaced single member households are housed prior to serving all other single member households, regardless of points, as explained in the Section of the plan defining family, and family assistance.

(b) Include information explaining the accumulative nature of point system, if used, i.e. that individuals qualifying for more than one point preference accumulate the points for all preferences.

iii. "Eligibility and Denial of Assistance"

(a) "Denial of Application"

I. Insert a clause requiring the City to track all families denied admission to the program based on the requirements and standards of this part, and to submit a bi-annual report on these families, including data on race, national origin, address, age of applicants, and familial status and disability. The report shall include the specific activity or occurrence identified by the PHA in making the determination to deny admission to the program or to terminate participation, how the

PHA learned of the activity or occurrence, and what if any, alternate option or information was provided to the family at the time of denial or termination. The Department reserves the right to require additional changes to the Administrative Plan, if information revealed throughout the bi-annual reporting process indicates non-compliance with Federal Civil Rights law or non-compliance with this Agreement.

(b) "Ineligibility due to Criminal Background"

I. Insert a clause requiring the City to track all families denied admission to the program based on the requirements and standards of this part, and to submit a bi-annual report on these families, including data on race, national origin, address, age of applicants, and familial status and disability. The report shall include the specific activity or occurrence identified by the PHA in making the determination to deny admission to the program or to terminate participation, how the PHA learned of the activity or occurrence, and a copy of the denial or termination notice or other information provided to the family at the time of denial or termination. The Department reserves the right to require additional changes to the Administrative Plan, if information revealed throughout the bi-annual reporting process indicates non-compliance with Federal Civil Rights law or non-compliance with this Agreement.

iv. "Termination"

(a) "Housing Assistance Termination."

I. Insert a clause requiring the City to track all families denied admission to the program based on the requirements and standards of this part, and to submit a bi-annual report on these families, including data on race, national origin, address, age of applicants, and familial status and disability. The report shall include the specific activity or occurrence identified by the PHA in making the determination to deny admission to the program or to terminate participation, how the PHA learned of the activity or occurrence, and what if any, alternate option or information was provided to the family at the time of denial or termination. The Department reserves the right to require additional changes to the Administrative Plan, if information revealed throughout the bi-annual

reporting process indicates non-compliance with Federal Civil Rights law or non-compliance with this Agreement.

v. Additional Items

(a) "Managing the On-Going Operation"

I. Include language specifying that any proposals to decrease the size of the program must be based on evidence contained within the Con Plan that establishes the need for the vouchers within the community has decreased significantly from the creation of additional affordable housing through other programs or organizations. The PHA shall endeavor to maintain not less than 95% utilization rate based on the greater of unit months leased or 95% of the dollar amount subject to the HAP budget. Any proposals to decrease the size of the program must be submitted to the Department for verification of the evidence presented in the Con Plan indicating the reduced need and Departmental approval prior to implementation.

b. HUD will provide its approval or comments to the proposed amendments to the Administrative Plan within ninety (90) days of receipt.

c. Within forty-five (45) days of HUD's approval, the City shall submit the proposed amendments to the Administrative Plan to the Resident Advisory Board, followed by the City's Housing Commission and for public comment pursuant to 24 C.F.R. §§ 982.54, 903.17 and 903.21.

d. Within thirty (30) days of the close of the public comment period and if there are no public comments as described above, the City Council shall provide final approval and the City will fully adopt and implement the amended Administrative Plan.

e. In the event that public comments require a change to any of the amended Administrative Plan sections that relate to requirements of this Agreement, within thirty (30) days of the close of the public comment period, the City shall submit proposed revisions of the amended Administrative Plan to HUD for approval. Within thirty (30) days of HUD approval, the City's Board shall provide final approval and the City will fully adopt and implement the amended Administrative Plan.

f. Within fifteen (15) days of the adoption of the new Administrative Plan the City shall notify all participantss of policy changes, rules and procedures by mailing and by publishing public notice pursuant to 24 C.F.R. § 982.206 that the wait list is open.

D. 2015 Consolidated Plan (Con Plan)

(1) The 2015 Con Plan shall contain the following:

a. The section of the Con Plan entitled Section 8 Housing Assistance, shall contain a narrative explaining the City's actions that led to the significant, permanent decrease in the Section 8 Program during AY 2010. The narrative shall include the effect this decrease had on the lack of affordable housing in Dubuque, the loss of funds to the community, the effect on African Americans who were previously eligible to participate in the program, the African American community in Dubuque, and the worsening of the impediments identified in the AI.

b. The section of the Con Plan detailing affordable housing needs must provide both a table and map summarizing where affordable housing is generally located by census tract, the number of units, and whether and what kind of assistance the units receive (project based assistance, tenant based assistance, or other, if any). This will allow the City and the Department to track the location of affordable housing and type, specific addresses of voucher holders are not required or desired, rather an accounting of the number of units per census tract.

c. The section entitled Barriers to Affordable Housing must include a narrative identifying and prioritizing Dubuque's need for affordable housing throughout Dubuque, and how Dubuque will increase affordable housing opportunities and fair housing choice throughout Dubuque. This narrative will take into account the information presented in the updated AI, as well as the information identified in the narrative described in Section IV.B.1.a. of this Agreement and shall specifically identify and address the needs of minority populations.

d. The Fair Housing Action Plan shall include within the identified activities specific, concrete steps the City shall take to overcome identified impediments, and the effects of the City's reduction of the Section 8 Program. The activities shall include efforts the City will take to integrate affordable housing that is fully available without regard to race or ethnicity throughout all of the communities within Dubuque and to create equal housing opportunities. General statements and/or goals without identified implementing steps will not be sufficient.

e. The Strategic Plan portion of the Con Plan which summarizes the priorities and specific objectives of the City must include a specific objective statement which prioritizes addressing the allegations and findings contained in the LOF, including how federal funds that are reasonably expected to be available will be used including, but not limited to, addressing the effects of the City's actions and policy changes in 2009 and 2010 to the Section 8 program.

f. The Con Plan shall include a list of specific proposals that will expand opportunities for Section 8 Program applicants and participants;

g. A description of the manner in which the City will provide financial or other assistance to the operations of the Section 8 Program, such as through the reallocation of costs, or coordination of CDBG programs with Section 8 Programs to produce sustained and substantial benefit to participants. The City is required, absent undue hardship, to comply.

h. The 2015 Con Plan shall contain a provision entitled Factors Affecting Affordable Housing in Dubuque. This section shall specifically identify any projected increase or decrease in any of the available affordable housing in Dubuque. If a decrease is projected, for any reason, in any of the available affordable housing, a narrative explaining the cause of the decrease, how it affects the AI, the Con Plan, and other City Planning, as well as how the City aims to mitigate and address the decrease shall be provided, both within the narrative contained within this section, and throughout the entirety of the Con Plan, Annual Plan, PHA Annual Plan, and PHA 5-Year Plan.

i. The 2015 Con Plan shall contain a provision entitled Strategy Development pursuant to the June 17, 2013, Title VI Letter of Findings. This section shall detail the strategies developed by the City to address the first three Corrective Actions identified by the Department:

   i. A strategy to increase housing opportunities throughout Dubuque which takes into account the needs of minority populations;

   ii. A strategy to provide affordable housing that is fully available without regard to race or ethnicity throughout all the communities within Dubuque to create equal housing opportunities; and

   iii. A strategy to take affirmative steps to provide opportunities for desegregation of areas of racial and ethnic concentration and poverty, which may include, but would not be limited to, expanding HCDD program opportunities for applicants and participants.

(2) HUD will review the 2015 Con Plan upon receipt. The plan will be deemed approved forty-five (45) days after HUD receives the plan, unless before that date HUD has notified the jurisdiction that the plan is disapproved.

a. If the Department disapproves the 2015 Con Plan, within fifteen (15) days after HUD notifies the City that it is disapproving the plan, it will inform the City in writing of the reasons for the disapproval and what actions the City can take to meet the criteria for approval.

b. The City may revise and/or resubmit the 2015 Con Plan within forty five (45) days after the first notification of disapproval.

c. The Department shall respond to approve or disapprove within thirty (30) days of receiving the revisions or resubmission.

E. Consolidated Annual Performance and Evaluation Report (CAPER)

(1) All CAPERs submitted yearly throughout the course of this Agreement pursuant to 24 C.F.R. § 91.520 shall report on the specific actions taken by the City to address the allegations and findings contained in the LOF.

(2) The portion detailing CDBG reporting requirements as required by 24 C.F.R. § 91.520(d) shall include information on race and ethnicity of the individuals assisted with CDBG funds, as well as a report on how CDBG funds were utilized to assist the Section 8 program.

(3) HUD shall review the report and determine if it is satisfactory.

F. Annual Action Plan (AAP)

(1) The CDBG AAP submitted for the Fiscal Year immediately following the effective date of this Agreement shall reflect the City's obligations under this Agreement in light of the Department's Letter of Findings. The Action Plan shall include specific affordable housing objectives, to address the diminished availability of affordable housing in Dubuque, and shall further include the following additions to the sections identified below:

a. The concise executive summary shall include a portion dedicated to explaining the actions taken by the City in late 2009 and throughout 2010 that led to the allegations and findings contained in the LOF, and the need to consider and address the allegations and findings identified by the Department in all of the Recipient's reporting, recordkeeping and objectives during the course of this seven (7) year Agreement.

b. The Annual Objectives section shall identify and summarize the annual objectives that the City expects to achieve during the forthcoming fiscal year that will specifically address the allegations and findings contained in the LOF.

c. The Activities to be Undertaken section shall provide a description of the activities the City will undertake to address the allegations and findings contained in the LOF.

d. The Affordable Housing section shall also include specific one year goals to Affirmatively Further Fair Housing, by including a plan to increase the number of minorities, specifically African American households, to be provided affordable housing through activities that provide rental assistance, family self-sufficiency programs, or homeownership assistance. This may include marketing and information sharing of the programs availability and participation benefits.

e. The Public Housing section shall include a description of the manner in which the City will provide financial or other assistance to improve its operations and address the allegations and findings in the LOF. The City is required, absent undue hardship, to comply.

f. The Barriers to Affordable Housing section shall include actions the City plans to take to remove or ameliorate the negative effects of the Title VI Findings.

g. Additionally, the AAP may not generally reference the Fair Housing Action Plan included in the Amended Con Plan, but must specifically provide the details required by the foregoing provisions within the AAP itself.

(2) The Department will review the plan upon receipt. The plan will be deemed approved forty-five (45) days after HUD receives the plan, unless before that date HUD has notified the jurisdiction that the plan is disapproved.

a. If the Department disapproves the plan, within fifteen (15) days after HUD notifies the City that it is disapproving the plan, it will inform the City in writing of the reasons for the disapproval and what actions the City can take to meet the criteria for approval.

b. The City may revise and/or resubmit the plan within forty five (45) days after the first notification of disapproval.

c. The Department shall respond to approve or disapprove within thirty (30) days of receiving the revision or resubmission.

G. 2015 PHA 5-Year Plan

a. The 2015 5-Year Plan shall contain the following information in the identified Sections, as based on Sections provided in previous 5-Year Plans.

i. Section 1.0 – Indicate that as a result of evidence obtained during the on-site review indicating noncompliance with Housing Choice

Voucher regulations 24 C.F.R. §§ 982.207(b) and 985.3(n) for the fiscal year ending June 30, 2012, the City's SEMAP rating of "high performing" was withheld. The City implemented changes to the program, and for the fiscal year that ended June 30, 2013, the City's SEMAP rating was designated as "high performing."

ii. Section 2.0 – Provide the number of Vouchers currently utilized as well as baseline information. Include a brief explanation of the voucher freeze, the reduction in vouchers, and the resulting LOF.

iii. Section 5.1 - Add the following clause to subsection a "that is free from discrimination and available to all regardless of race, color, religion, sex, familial status, national origin, or disability."

iv. Section 5.2 – Subsection 1, shall highlight the need to increase or at a minimum maintain the number of vouchers in use within the City, to ensure vital housing resources are available to those who need them, highlighting that the Mission Statement provides that "The provision of shelter is a basic human need." Subsection 2, objective b, shall be amended to read, "continue to develop/increase awareness of the benefits conferred by the assisted housing program to participants and the community." Subsection 6 shall be moved to Subsection 1, and shall include a narrative explaining that due to recent Title VI Findings stemming from HCDD activities in 2009 and 2010, AFFH is the first and foremost objective and goal of the HCDD. Under "Other PHA Goals and Objectives," Subsection 7, amend to include (c) Increase or at a minimum, maintain vouchers utilized by individuals in the community to insure individuals with accessibility needs can seek and find housing that meets those needs.

v. Section 6.0 PHA Plan Update – The narrative shall include a timeline of the City's activities that led to a Finding of Noncompliance under Title VI and the City's efforts to mediate the effects of these activities by entering into this Agreement and other anticipated steps.

vi. Section 6.0 PHA Plan Elements -

Accepting Application: remove the clause "or limited to applicant households within certain criteria."

Availability of Application: remove the clause that "or may accept only applications meeting certain criteria such as limiting the waiting list to applicants with local preference only."

Local Preferences: Delete the final paragraph pertaining to residency preferences.

vii. Section 6.0 Financial Resources – In 2010 this paragraph provided that the Section 8 Program administrative costs are being

supplemented by General Funds in the amount of approximately $100,000 as designated by the City of Dubuque City Council to assist with the deficit in funding from the federal government. In 2015 this section must be amended to explain that the administrative fees received by the City were reduced when the program was decreased by over 200 participants. It should also provide an explanation of what services are covered under the administrative fees, including the identification of specific positions for which salaries are covered.

viii. Section 6.0 Operation and Management, Section 3, paragraph 13, and paragraph 14 must include information requiring the mandatory tracking and reporting detailed in Sections IV.C.(1)(a)(iii)(a)(I); IV.C.(1)(a)(iii)(b)(I); and IV.C.(1)(a)(iv)(a)(I).

ix. Section 6.0 Civil Rights Certification – Shall include a narrative explaining the events of 2009 through 2010 and the allegations and findings contained within the LOF, and the City's intention to ameliorate the harm caused by the City's actions during that time, by complying with Federal Civil Rights law and certifications to AFFH, insuring equal access to Section 8 vouchers and pursuing equal access to affordable housing throughout the HCDD's jurisdiction.

x. Section 7.0 – Include a narrative explaining the Section 8 Program as it pertains to homeownership, its importance in the community, how many are currently served by the program, the financial benefit the City receives from the program, and how the City intends to maximize the program.

xi. Section 9.0 – Housing Needs – Include within the narrative a description of affordable housing needs in Dubuque, and the need to maintain the supply of vouchers to address this need.

xii. Section 9.1 – Strategy for Addressing Housing Needs – Include an explanatory note that the number of individuals on the waitlist was impacted by the actions taken by the City, including the closing of the wait list, and the purge in early 2010,which removed 582 families from the waitlist, 387 of whom were African American, approximately 67%, and that this section therefore may not accurately reflect what the needs were when the plan was drafted.

xiii. Section 9.1 – Strategies:

Paragraph 1) Need: Shortage of affordable housing for all eligible populations - amend to include within Strategy 1 the requirement that any change in lease up rates that would result in a decrease in the number of vouchers utilized must be proposed and approved by

the Department. Bullet points 2 and 3 shall include the words "Increase or" prior to Maintain.

Paragraph 6) Need: Specific Family Types: Races or ethnicities with disproportionate housing needs, Strategy 1 – amend to include a bullet point that provides marketing to minority races and ethnicities, specifically to African Americans, including marketing on the Homeownership Program and corollary self-sufficiency programs. Strategy 2 – include a narrative summarizing the LOF and efforts to correct the effects of the City's previous actions in 2009 and 2010. Include within the Reasons for Selecting Strategies the need to address and correct the allegations and findings contained in the LOF.

xiv. Section 10.0 - Additional Information, subsection (a) Progress in Meeting Mission and Goals – Provide a narrative explaining the need to address the allegations and findings contained in the LOF, the goals identified by the City to do so, and progress made on meeting those goals. For the Goal of Ensuring Equal Opportunity in Housing for all Americans, a section will be added to explain that while minority participation in the program and on the waiting list has varied, it decreased following the implementation of policy changes in 2009 and 2010. The City will include a new goal to allow minority participation to naturally fluctuate consistent with market demand and the new outreach programs and marketing plans and the elimination of the "local resident preference" which led to the negative impact on African American participation in the program and on the waiting list.

xv. Section 10.0 – Significant Amendment and Substantial Deviation – Amend the narrative to provide that for the duration of this Agreement that all changes to admissions policies, waiting list organization, additional programs; changes to interim rent policies and interim determinations affecting applicants and participants will be reported to the Department prior to implementation.

xvi. Updated Certifications, submitted in conjunction with PHA 5-Year Plans, affirming the City's intention to comply with Federal non-discrimination laws shall be signed and submitted in concurrence with the signing of this Agreement, reaffirming the City's obligation to comply and AFFH.

(2) Additionally, if a section of the Plan includes information on a provision that specifically addresses a corrective action, the City shall identify that the corrective action, and what it is intended to address.

(3) Pursuant to 24 C.F.R. § 903.23, HUD will provide its approval or disapproval and comments to the proposed Plan within seventy-five (75) days of receipt. HUD may disapprove the Amended 5-Year Plan if it fails to include the foregoing or is not otherwise consistent with applicable

Federal laws and regulations, or remains inconsistent with the information and data available to HUD.

(4) Upon receiving HUD approval of the amendments, HCDD shall follow the requirements of 24 C.F.R. § 903.21(a)(1) requiring an open meeting.

(5) The 2015 5-Year Plan shall also contain a provision entitled Factors Affecting the Availability of Affordable Housing in Dubuque. This section shall specifically identify any projected increase or decrease in the availability of affordable housing in Dubuque. If a decrease is projected, for any reason, a narrative explaining the cause of the decrease, how it affects the AI, the Con Plan, and other City Planning, as well as how the City intends to mitigate and address the decrease by providing or encouraging alternative affordable housing options shall be provided, both within the narrative contained within this section, and throughout the entirety of the Con Plan, Annual Plan, PHA Annual Plan, and PHA 5-Year Plan.

H. PHA Annual Plans

(1) The City, for the duration of this Agreement, is no longer eligible to submit streamlined plans and will commence submitting full PHA Annual Plans on a yearly basis. These plans will contain the information required by 24 C.F.R. § 903.7, as well as the following:

a. A narrative explaining the history of race relations in Dubuque going back to at least 1987, as well as the activities of the City in 2009 and 2010 that led to the issuance of the LOF, and the City's commitment to pursue goals and objectives proposed by the City and identified in the Annual Plan to ameliorate the effects of the City's previous actions.

b. The Other Admissions Policies section, required by 24 C.F.R. § 903.7(b)(3), shall include a narrative explaining why the residency preference has been removed as part of this Agreement, and how it will not be reinstated throughout the duration of this Agreement.

c. The Statement of Financial Resources section, required by 24 C.F.R. § 903.7(c), shall include a discussion of how the City will pursue additional funding and coordinate CDBG resources pursuant to this Agreement to assist the Section 8 Program or Section 8 Program participants.

d. In identifying the basic criteria the PHA will use for determining a substantial deviation from its 5-Year Plan and Annual Plan and/or a significant amendment or modification to its 5-Year and Annual Plan, required by 24 C.F.R. § 903.7(r), the Plan shall state that pursuant to this Agreement, the PHA broaden the definition so as to require that all

amendments, modifications and deviations shall be reported to the Department and must receive Departmental approval prior to implementation.

(2) The first Annual Plan shall be submitted in conjunction with the proposed Amended 5-Year Plan.

(3) Pursuant to 24 C.F.R. § 903.23, HUD will provide its approval or disapproval and comments to the proposed Annual Plan within seventy-five (75) days of receipt. HUD may disapprove the Annual Plan if it fails to include the foregoing or is not otherwise consistent with applicable Federal laws and regulations, or remains inconsistent with the information and data available to HUD.

I. Employee Education and Training

(1) Within one hundred and eighty (180) days of the effective date of this Agreement, all City Council members, Housing Commission members, Long Range Planning Commission members, Community Development Advisory Commission members, the Mayor, as well as the current administrators, managers and staff of the following departments: HCDD, Human Rights Department, Planning & Zoning Department, Police Department and City Manager's Office (hereinafter the core group) shall receive the first of seven annual training sessions, consisting of a minimum of three (3) hours of training related to the City's duties under this Agreement, as well as applicable civil rights statutes.

a. The training shall cover topics including

i. Implementation of the VCA;

ii. General nondiscriminatory requirements under Title VI, Section 109, and AFFH obligations.

iii. General nondiscriminatory requirements under the Fair Housing Act.

b. The City shall submit the name and qualifications of the person and/or organization providing the training to the Department within forty (40) days of the effective date of the Agreement.

c. The Department shall provide its disapproval, approval and/or comments within fifteen (15) days of receipt of the information.

d. The proposed training shall be considered approved if the City does not receive a response from the Department within forty-five (45) days.

(2) Within thirty (30) days of each new employee's entry date of service, the City shall require new employees to review the materials provided during the previously conducted training as set forth in Paragraph I.(1) above. New employees shall participate in the regularly scheduled annual training when it occurs.

(3) The training detailed in Paragraph IV.J.(1) of this Agreement shall be held each year, pursuant to a schedule submitted by the City within thirty (30) days of the anniversary of the signing of this agreement, for the duration of this Agreement.

(4) The Agreement Administrator shall maintain records of the dates the training sessions were conducted, the names and titles of people in attendance, and the agenda for the training. These records shall be included in the Status Reports submitted to the Department throughout the duration of this Agreement.

J. Notice and Publication

(1) Within sixty (60) days of the effective date of this Agreement, the Agreement Administrator shall distribute a letter describing the terms of this VCA to the Core Group.

(2) Within sixty (60) days of the effective date of this Agreement, the Agreement Administrator shall distribute a copy of the VCA to members of the City's City Council members, Housing Commission members, Long Range Planning Commission members, the Mayor and City Manager, as well as the Core Group that will be responsible for the implementation of the actions set out in the VCA.

K. Outreach Plan

(1) Within ninety (90) days of the effective date of this Agreement, the City shall develop and submit to the Department an Outreach Plan to ensure that information regarding the City's Section 8 Program, including the opening of the waitlist and the corollary programs offered by the City, reaches minority populations within Dubuque and surrounding interstate areas. While the City does not operate public housing stock, and is therefore not obligated to use the Public Housing Occupancy Guidebook (PHOG), for purposes of this Agreement, the City will perform outreach consistent with Section 1.3 of the PHOG, to reach those identified as the populations less likely to apply.

a. The Department shall provide approval and comments, if any, on the outreach plan within thirty (30) days of receipt of the plan.
b. If the Department disapproves the Outreach Plan, the City will have forty-five (45) days to submit an updated Outreach Plan.
c. Any further communications between the parties regarding the Outreach Plan will occur within a thirty (30) day time frame for approval, or disapproval with comments.

d. The Outreach Plan shall be considered approved if the City does not receive a response from the Department within sixty (60) days.

(2) Within ninety (90) days of the effective date of this Agreement, the City shall develop and submit to the Department an Outreach Plan to ensure that information regarding the City's Homeownership Program reaches minority populations within Dubuque and surrounding interstate areas. While the City does not operate public housing stock, and is therefore not obligated to use the Public Housing Occupancy Guidebook (PHOG), for purposes of this Agreement, the City will perform outreach consistent with Section 1.3 of the PHOG, to reach those identified as the populations less likely to apply.

a. The Department shall provide approval or disapproval and comments, if any, on the Outreach Plan within thirty (30) days of receipt of the plan.
b. If the Department disapproves the Outreach Plan, the City will have forty-five (45) days to submit an updated Outreach Plan.
c. Any further communications between the parties regarding the Outreach Plan will occur within a thirty (30) day time frame for approval, or disapproval with comments.
d. The Outreach Plan shall be considered approved if the City does not receive a response from the Department within sixty (60) days.

(3) The City shall implement the Outreach Plans within thirty (30) days of receiving the Department's approval.

(4) As evidence of the implementation of the Outreach Plans, the City shall submit copies of the notices provided to community agencies and in the Recipient's quarterly newsletters, copies of advertisements purchased in local papers, or receipts of other advertising actions, in the Status Reports submitted to the Department throughout the duration of this Agreement.

(5) The City shall add questions to the Section 8 Program application, as well as the Homeownership Program application, that tracks how an individual became aware of the program, and whether the applicant was aware of the Recipient's Outreach activities. This information, along with race data, will be tracked and monitored and submitted to HUD in the Bi-Annual Status Reports as detailed below in Section V of this Agreement. If the information submitted to HUD indicates that the Outreach Plan is not successfully reaching a diverse pool of potential applicants as evidenced by a lack of increased African Americans on the waitlist and/or a lack of increased participation in the program by African American families, HUD may prescribe additional Outreach activities that do not constitute an undue burden, consistent with Section 1.3 of the PHOG.

L. Recordkeeping Requirements

(1) Within one hundred and eighty (180) days of the effective date of this Agreement, the City shall develop and submit the following report to the Department for review and approval:

a. The Bi-Annual Waiting List Report (BWLR) that tracks the maintenance of the Section 8 waiting list. The BWLR will include the following: 1) applicant's name, race, sex, ethnicity, familial/elderly or disability status; 2) date of application; 3) date applicant placed on waiting list; 4) applicant preference(s); 5) date and time of offer; 6) date of lease; and 7) date applicant removed from waiting list and justification.

(2) The City shall continue to submit a BWLR every six months for the duration of this Agreement. Submissions of the BWLR shall occur on the first day of the month for each six month period, and will include the wait list information for the immediately preceding six month period. The bi-annual reporting periods are as follows: January 1 through June 30, due on July 15; July 1 through December 31, due January 15.

(3) The Department shall provide approval and comments, if any, on the report within thirty (30) days of receipt of the report.

(4) The City shall maintain records for review by the Department for a minimum of five (5) years after the close of the Agreement. Records subject to review include, but are not limited to: participant lists, wait lists, ineligible applicant and applicant rejected lists, applications, and terminated participants/applicant resolution lists. These lists and records shall be kept electronically and in hard copy. While Dubuque may select the format of the list or record, it must be uniform and consistent for review purposes. The City shall furnish copies of any and all records upon request from the Department.

V. REPORTING AND COMPLIANCE REQUIREMENTS

A. Bi-Annual Status Reports (BSR)

(1) This Agreement establishes the requirement for the City to submit Bi-Annual (Two per Annual Year) Status Reports to the Department detailing the Recipient's ongoing progress towards compliance with Title VI, Section 109, and the Recipients AFFH obligations throughout the duration of this Agreement.

(2) The first of these BSR is due one hundred and eighty (180) days from the effective date of this Agreement. Thereafter the BSR shall be due on the first day of the month for each six month period. The bi-annual reporting periods are as follows: January 1 through June 30 due on July 15; July 1 through December 31 due January 15.

(3) BSRs shall be submitted for the duration of the Agreement. The first BSR shall contain:

a. Confirmation that the City has appointed or hired an Agreement Administrator and that such person has begun to fulfill the duties set out in Section IV of this Agreement.

b. Certification of or a report on the status of the items that have been completed pursuant to Sections IV.B (Analysis of Impediments), C (Amendments to the Admin Plan), G (2015 PHA 5 Year Plan), H (PHA Annual Plans), I (Employee Education and Training), J (Notice and Publication), K (Outreach Plan), and L(Remedies for Recordkeeping Violations).

c. A report on the results of the Outreach Plan referenced in Section IV.K of this Agreement, including copies of the advertisements and marketing required under Section IV.K.(4), and as outlined in 24 C.F.R. 903.2(d)(2) and the Public Housing Occupancy Guidebook, and the data tracked by the City required pursuant to Section IV.K.(5) of this Agreement.

d. Evidence that the employee training required under Section IV.I of this Agreement has been completed.

e. Evidence that the notification requirements referenced in Section IV.Jof this Agreement have been satisfied.

f. A breakdown of funds allocated and used in order to bring the HCDD into Title VI, Section 109, and AFFH compliance during the phase being reported.

g. The data collected pursuant to sections IV.C.(1)(a)(iii)(a)(I); IV.C.(1)(a)(iii)(b)(I); and IV.C.(1)(a)(iii)(b)(I) of this Agreement.

(4) The Second status report shall contain:

a. A report on the results of the Outreach Plan referenced in Section IV.K of this Agreement, including copies of the advertisements and marketing required under Section IV.K.(4), and the data tracked by the City required pursuant to Section IV.K.(5) of this Agreement.

b. Notice of the completion, submissions, or anticipated submissions of the plans referenced in Section IV. G (2015 PHA 5-Year Plan) and H (PHA Annual Plans).

c. A breakdown of funds allocated and used in order to bring the HCDD into Title VI, Section 109, and AFFH compliance during the phase being reported.

d. The data collected pursuant to sections IV.C.(1)(a)(iii)(a)(I); IV.C.(1)(a)(iii)(b)(I); and IV.C.(1)(a)(iii)(b)(I) of this Agreement.

(5) The remaining status reports shall contain:

a. Notice of the completion, submissions, or anticipated submissions of the plans referenced in Section IV.F (Annual Action Plan) and H (PHA Annual Plans).

b. A report on the results of the Outreach Plan referenced in Section IV.K of this Agreement, including copies of the advertisements and marketing required under Section IV.K.(4), and the data tracked by the City required pursuant to Section IV.K.(5) of this Agreement.

c. A breakdown of funds allocated and used in order to bring the HCDD into Title VI, Section 109, and AFFH compliance during the phase being reported.

d. The data collected pursuant to sections IV.C.(1)(a)(iii)(a)(I); IV.C.(1)(a)(iii)(b)(I); and IV.C.(1)(a)(iii)(b)(I) of this Agreement.

B. General Reporting

(1) For purposes of this Agreement, if the reporting day falls on a weekend or a federal holiday, the report will be due the first business day after the weekend or holiday.

(2) For purposes of this Agreement, all reporting and related material must be mailed to:

Betty Bottiger, Director
Region VII
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Gateway Tower II, 4th Floor
400 State Avenue
Kansas City, KS 66101-2406

(3) The submission of the Consolidated Plan, PHA Plan, and forthcoming Annual Action Plans and Annual PHA Plans shall be submitted to the Offices of Community Planning and Development (CPD) and Public Indian Housing (PIH) and FHEO.

VI. ADDITIONAL RECORDKEEPING REQUIREMENTS

A. During the term of this Agreement, the City shall maintain the following records and upon request, the City shall make these records available for inspection to appropriate Department employees.

(1) The City shall maintain records, including those required under HUD program regulations, which disclose all individuals who apply and the manner in which each application is treated, i.e., whether said individuals are accepted or rejected and the basis for any rejection.

(2) The City shall maintain all participant files, including applications for residency, rental agreements or leases, notices and letters to residents, and notices of termination, along with any and all material relating to the City's implementation of the Title VI, Section109, and AFFH requirements of this Agreement.

(3) The City shall maintain any and all material relating to the racial composition of its HCDD operated Programs, such as waiting lists, records of the racial makeup of participants in Housing Programs, and copies of denied applications.

(4) The City shall maintain copies of all race-related complaints, claims, grievances, investigative records, including grievance process materials.

(5) The City shall maintain files containing documentation of its efforts to meet the obligations of this Agreement.

VII. IMPLEMENTATION, MONITORING AND ENFORCEMENT

A. HUD will monitor the City's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and the City will meet quarterly to discuss the City's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with the City's City Manager, Mayor, Housing and Community Development Director and/or Agreement Administrator and/or other appropriate personnel, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.

B. HUD reserves the right to conduct periodic on-site record reviews to ensure compliance with this Agreement, Title VI, Section 109 and the City's AFFH obligations.

C. Prior to the expiration of any timeframe in this Agreement, the City may submit a request for an extension supported by documentation of good cause. The Department shall review requests for extensions and grant them if they are reasonable.

D. In the event that the City shall fail to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement

from HUD, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD.

E. 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 regards to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of the City under this Agreement.

VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

A. The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner. Upon a finding of non-compliance, HUD will provide the City with a written statement specifying the facts of the alleged non-compliance and a reasonable opportunity to resolve or cure the alleged non-compliance; or, in the alternative, an opportunity to negotiate in good faith HUD's findings of non-compliance. However, if the Department determines that the City has not satisfactorily resolved the LOF, the Department may take any of the following actions for non-compliance, in addition to actions permitted under HUD's statutory or regulatory authority but not identified below.

(1) Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's declaring a breach of the annual contributions contract (ACC) with respect to some or all of the City's functions. 24 C.F.R. § 968.335(f) (2012).

(2) Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.

(3) Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct additional compliance reviews under Title VI, Section 109, AFFH or other appropriate statutory or regulatory authority.

(4) Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.

B. The acts set forth in this Section VIII are not mutually exclusive, and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

IX. SIGNATURES

Dubuque, Iowa:

Michael Van Milligen
City Manager
Dubuque, Iowa

Roy Buol
Mayor
Dubuque, Iowa

Alvin Nash
Housing and Community Development Director
Dubuque, Iowa

March 17, 2014
Date

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

Betty J. Bottiger, Director
Office of Fair Housing and Equal Opportunity
Region VII

Frances Cleary, Director
Office of Public and Indian Housing
Region VII

MAR 3 1 2014
Date