

**UNITED STATES DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT**

**VOLUNTARY COMPLIANCE AGREEMENT**

**Allied Jewish Apartments  
a.k.a. Allied Housing East, West, and South**

Title VI and Section 504 Compliance Reviews  
Case Numbers: #08-04-R010-6, #08-04-R012-6, #08-04-R014-6,  
#08-04-R009-4, #08-04-R011-4, and #08-04-R013-4

**I. INTRODUCTION**

The U.S. Department of Housing and Urban Development (*HUD*) administers Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (*Title VI*) and regulations issued at Title 24 Code of Federal Regulations (*C.F.R.*) Part 1; Section 504 of the Rehabilitation Act of 1973, as amended (*Section 504*), 29 U.S.C. Section 794 and regulations issued at 24 C.F.R. Part 8; and Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Act (42 U.S.C. 3601) and regulations issued at 24 C.F.R. Part 100.

Allied Housing, Inc., (*the recipient*) is the owner and operator of two apartment buildings a.k.a. Allied Housing East and West.<sup>1</sup> Allied Housing South, Inc., (*the recipient*) is the owner and operator of one apartment complex a.k.a. Allied Housing South. The recipients collectively refer to the three apartment buildings as Allied Jewish Apartments (*AJA*).

During the period January 26-29 and February 2-3, 2004, HUD conducted compliance reviews under the authorities of Title VI and Section 504. HUD's Title VI review focused on AJA's application-taking process, tenant selection and assignment process, and maintenance services. The Section 504 review examined the program and physical accessibility of AJA's housing programs and facilities.

Upon completion of the compliance reviews and analysis of the evidence, HUD made preliminary findings of non-compliance under Title VI of the Civil Right Act of 1964 and Section 504 of the Rehabilitation Act of 1973.

**II. GENERAL PROVISIONS**

- A. This Agreement is effective on the date it is signed by the Denver Center Director, Office of Fair Housing and Equal Opportunity (*the Center Director*). The Center Director, acting on behalf of the Secretary, retains authority to approve or disapprove this Agreement.
- B. The term of this Agreement will be three (3) years from its effective date.
- C. This Agreement is binding upon Allied Housing, Inc., and Allied Housing South, Inc., their employees, heirs, successors and assigns, and all others in active concert with them in the ownership and operation of Allied Jewish Apartments, a.k.a. Allied Housing East, West, and South.

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<sup>1</sup> For Allied Housing West, the Office of Multifamily Housing property information sheet shows there are 143 units: 104 units are subsidized, 38 units are insured, and a manager occupies one unit. The Voluntary Compliance Agreement applies to the federally subsidized units, not the insured units.

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- D. This Agreement does not in any way limit or restrict HUD's authority to investigate any complaints involving the recipients made pursuant to Title VI, Section 504, the Fair Housing Act, or any other authority within HUD's jurisdiction. The recipients' failure to meet the terms of the Agreement will be considered a breach of the Agreement, which may be enforced pursuant to 24 C.F.R. § 1.8(a).
- E. No amendment to, modification of, or waiver of any provision of this Agreement will be effective unless the following conditions are met: (1) all signatories to the Agreement are notified in advance of the proposed amendment, modification, or waiver; (2) the amendment, modification, or waiver is in writing; and (3) the amendment, modification, or waiver is approved and signed by the Denver Center Director. Any such amendment, modification, waiver, or consent will be effective only in the specific instance and for the specific purpose for which given.
- F. With respect to any housing accommodations, facilities, services, financial aid, or other benefits in their federally-funded housing programs, the recipients and any sub-recipients agree to refrain from any acts that have the purpose or the effect of subjecting persons to discrimination because of race, color, or national origin, including:
1. denying a person any housing, accommodations, facilities, services, financial aid, or other benefits provided under the program or activity;
  2. providing any housing, accommodations, facilities, services, financial aid, or other benefits to a person which are different or are provided in a different manner from those provided to others under the program or activity;
  3. subjecting a person to segregation or separate treatment in any matter related to his/her receipt of housing, accommodations, facilities, services, financial aid, or other benefits under the program or activity;
  4. restricting a person in access to such housing, accommodations, facilities, services, financial aid, or other benefits, or in the enjoyment of any advantage or privilege enjoyed by others in connection with such housing, accommodations, facilities, services, financial aid, or other benefits under the program or activity;
  5. treating a person differently from others in determining whether he or she satisfies any occupancy, admission, enrollment, eligibility, membership, or other requirement or condition which persons must meet in order to be provided any housing, accommodations, facilities, services, financial aid, or other benefits provided under the program or activity;
  6. denying a person an opportunity to participate in the program or activity through the provision of services or otherwise or afford him/her an opportunity to do so which is different from that afforded others under the program or activity;
  7. denying a person the opportunity to participate as a member of a planning or advisory body which is an integral part of the program; and
  8. utilizing criteria or methods of administration which have the effect of subjecting persons to discrimination solely on the basis of race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity as respect to persons of a particular race, color, or national origin.

- G. With respect to any housing accommodations, facilities, services, financial aid, or other benefits in their federally-funded housing programs, the recipients and any sub-recipients agree to refrain from any acts that have the purpose or the effect of subjecting qualified persons with disabilities to discrimination solely on the basis of disability, including:
1. denying a qualified individual with a disability the opportunity to participate in, or benefit from, the housing, aid, benefit, or service;
  2. failing to afford a qualified individual with a disability the opportunity for equal participation and benefits;
  3. failing to provide a qualified individual with a disability a program or service that affords equal opportunity to benefit;
  4. providing different or separate housing, aid, benefit, or services on the basis of disability when there is no necessity to do so;
  5. providing significant assistance to an agency, organization, or person that discriminates on the basis of disability in any aspect of a federally-assisted activity;
  6. denying a qualified individual with a disability the opportunity to participate as a member of a planning or advisory board;
  7. denying a dwelling to an otherwise qualified renter because of a disability that he/she may have;
  8. limiting in any other manner a qualified individual with a disability in the enjoyment of any right, privilege, advantage, or opportunity afforded to others;
  9. providing programs or services to qualified individuals with disabilities in settings that are unnecessarily separate or segregated; and
  10. utilizing criteria or methods of administration for the purpose of subjecting qualified individuals with disabilities to discrimination solely on the basis of a disability.

### **III. SPECIFIC PROVISIONS - TITLE VI**

#### **A. Grievance Procedure**

Within ninety (90) days of the effective date of this Agreement, the recipients will develop and implement a complaint procedure that provides for the prompt and equitable resolution of complaints alleging any action prohibited by Title VI or the Fair Housing Act and incorporates appropriate due process standards. The procedure will:

1. be in writing and disseminated to all employees and residents;
2. identify the person to whom grievances are to be submitted;
3. include an explanation that grievances may be submitted orally or in writing;
4. include an explanation that information provided by the parties will be kept in strict confidence;
5. include an opportunity for the parties to submit appropriate supporting documentation;

6. include an opportunity for the parties to be heard and to defend in an impartial and orderly proceeding adapted to the nature of the case;
7. provide for prompt and equitable resolution of complaints;
8. provide for appeals of adverse decisions;
9. inform the grievant of his/her right to file a complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO) and provide the address and telephone number of the local FHEO office;
10. notify persons that they will not be intimidated, threatened, coerced, or discriminated against because they filed a grievance or testified, assisted, or participated in a grievance;
11. notify residents that records of grievances will not be filed in their tenant files unless the grievances involve confirmed noncompliance with the provisions of their leases; and
12. identify the recipients' civil rights coordinator. (The recipients will appoint someone other than the Executive Director to serve as the civil rights coordinator.)

Grievants will not be required to initiate or complete the recipients' internal grievance procedure prior to pursuing the matter with HUD or in a judicial proceeding. The recipients will retain records of grievances filed for three years.

Within ninety (90) days of the effective date of this Agreement, the recipients' employees and staff will receive training on the provisions and implementation of the grievance procedure.

## **B. Community Outreach**

1. Within sixty (60) days of the effective date of this Agreement, the recipients will modify *and submit* for FHEO's approval revised Affirmative Fair Housing Marketing Plans (AFHMPs) for Allied Housing East and Allied Housing South. The AFHMPs will be revised to include the following:
  - a. Identification of the population characteristics
  - b. Description and size of newspaper advertisements
  - c. Copies of newspaper advertisements
  - d. Clear descriptions and copies of the advertising signs, brochures, leaflets, handouts, or other printed materials to be used
  - e. Names of community contacts and method(s) of contact
  - f. Copies of correspondence to be sent to community contacts
  - g. Description of Fair Housing training conducted for employees, and copies of instructional materials
2. The modified Plans will include provisions for the recipients to publicize to minority persons the availability of housing opportunities at Allied Jewish Apartments regardless of race, color, religion, national origin, sex, or disability.<sup>2</sup> The recipients will use, at a minimum, the following methods of publicizing this information:

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<sup>2</sup> As senior housing, AJA is exempt from the Fair Housing Act's prohibition against familial status discrimination.

- a. Including in any printed material used in connection with rental activity the HUD-approved Equal Housing Opportunity logo along with the Equal Housing Opportunity slogan or statement.
  - b. Prominently displaying the HUD-approved Fair Housing Poster in the rental office and in conspicuous locations in all three buildings comprising Allied Jewish Apartments.
  - c. Providing posters or placards containing the HUD-approved Equal Housing Opportunity logo along with the Equal Housing Opportunity slogan or statement to libraries, recreation centers, senior centers, and mercantile enterprises that serve Black, Hispanic, and other minority communities, including, but not limited to, the West Denver, Curtis Park, Park Hill, and Montbello neighborhoods. In predominantly Hispanic neighborhoods, the posters or placards will be bilingual Spanish and English.
  - d. Sending notices within 120 days of the effective date of this Agreement and at least once a year thereafter to social service and faith-based organizations or publications that serve minority communities. The notices will notify these organizations and their clients of the availability of housing opportunities at Allied Jewish Apartments regardless of race, color, religion, national origin, sex, or disability. A listing of a sampling of social service and faith-based organizations or publications that serve minority communities in the Denver area is included as an addendum to this Agreement.
  - e. Any advertising will include the HUD-approved Equal Housing Opportunity logo along with the Equal Housing Opportunity slogan or statement. Any advertising depicting persons will depict persons of majority and minority groups of both sexes.
3. The recipients will annually monitor the results of the marketing efforts and adjust their marketing techniques as necessary to attract minority persons who are least likely to apply for housing at AJA.

#### **C. Resident Council**

Within thirty (30) days of the effective date of this Agreement, the recipients will recognize only one legitimate tenant organization. A tenant organization is legitimate only if it has been established by the tenants; meets regularly; operates democratically; is representative of all residents in the development; and is completely independent of owners, management, and their representatives. The recipients may provide support to the resident council, including information on sources of language assistance, so that residents with limited English proficiency are sufficiently represented.

#### **D. LEP Programs and Services**

Within ninety (90) days of the effective date of this Agreement, the recipients will develop and implement a plan to address the identified needs of clientele with limited English proficiency (*LEP*). The plan will be reduced to writing and incorporate the following concepts and provisions:

1. An assessment of the number or proportion of LEP individuals eligible to be served or likely to be encountered, the frequency of encounters, and the languages (in addition to Russian) likely to be encountered.

2. Notifying LEP persons that language assistance services are available, and that these services are free of charge. The notice will be provided in languages that LEP persons will understand.
3. Information about the ways in which language assistance will be provided, including types of language services available, in which languages the services are available (in addition to Russian), how staff can obtain language services, how to respond to oral or written communications from LEP persons, *etc.*
4. A process for determining, on an ongoing basis, whether new documents, programs, services, and activities need to be made accessible for LEP persons.
5. A process for considering whether changes in demographics, types of services, or other needs require reevaluation or modification of the LEP plan.
6. Ongoing staff training to ensure that staff members know their obligations to provide meaningful access to information and services for LEP persons.
  - Staff members that have more frequent contact with LEP persons will receive more in-depth training.
  - Staff members with little or no contact with LEP persons will receive sufficient training to make them aware of the LEP plan.
  - Management staff members will receive training, even if they have little or no contact with LEP persons, to ensure that they are fully aware of and understand the LEP plan so that they can reinforce its importance and ensure its implementation by staff.

#### **IV. SPECIFIC PROVISIONS – SECTION 504**

##### **A. Self-evaluation and Transition Plan**

Since the compliance review conducted by HUD constitutes an evaluation of the policies and practices at AJA to determine whether they comply with Section 504, HUD will not require the recipients to duplicate these efforts by conducting a self-evaluation. However, the recipients agree to maintain on file and make available for public inspection a copy of the findings resulting from the compliance review and a description of any modifications made and remedial steps taken. The recipients agree that this executed Agreement and the Accessibility Survey will serve as their self-evaluation and transition plan.

##### **B. Grievance Procedure**

Within ninety (90) days of the effective date of this Agreement, the recipients agree to adopt Section 504 grievance procedures that incorporate appropriate due process standards and provide for prompt and equitable resolution of complaints alleging any action prohibited by Section 504. The grievance procedure will establish alternative methods of filing complaints such as verbally or in writing; have procedures for resolving complaints; and provide an appeal process, including identifying the Section 504 coordinator and persons responsible for reconsidering complaints. (See also III.A. Title VI Grievance Procedure.)

##### **C. Section 504 Notice**

Within ninety (90) days of the effective date of this Agreement, the recipients agree to include Section 504 nondiscrimination notices in resident handbooks and other

documents that it makes available to participants, beneficiaries, applicants, or employees. The recipients also agree to include the identification of the Section 504 coordinator in all iterations of the Section 504 nondiscrimination notice. The recipients may comply with this provision by including appropriate inserts in existing materials and publications.

**D. Reasonable Accommodation Policy**

Within ninety (90) days of the effective date of this Agreement, the recipients agree to adopt and implement reasonable accommodation policies and procedures. The Section 504 coordinator will centralize the recipients' reasonable accommodation process throughout their programs, services, and activities. Within thirty (30) days of completion of the reasonable accommodation policies and procedures, staff will be trained on their use and implementation, and tenants will be notified in writing of their right to request a reasonable accommodation, including accessibility features. The resident handbook, house rules, and lease agreement addendum will be updated to include the reasonable accommodation policies.

**E. Pet Policy**

Within ninety (90) days of the effective date of this Agreement, recipients shall amend their Pet Policy to include a reference to *assistance animals*. An *assistance animal* is an animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a pet and thus is not subject to recipients' Pet Policy. The \$300 fee will not apply to assistance animals. Upon implementation, the recipients will include the "Assistance Animal Policy" as an addendum to the lease. The recipients will provide the lease addendum to each applicant at the time of lease signing or to each resident during the annual re-certification.

**F. Admission Criteria**

1. The recipients are permitted to establish and apply written screening criteria to determine whether applicants will be suitable tenants. Screening criteria must be included in the tenant selection plan.
2. The recipients may uniformly require applicants to provide evidence of their ability to meet the obligations of tenancy, but may not impose greater burdens on persons with disabilities. Persons with disabilities may meet the requirements of the lease with the assistance of others or with services provided by someone who does not live in the unit.
3. Independent Living Admission Criteria - Within ninety (90) days of the effective date of this Agreement, the recipients will revise their admission criteria so they do not impose as a condition of admission and tenancy that applicants and tenants be able to live to independently.
4. Confidential Medical Statement - Within ninety (90) days of the effective date of this Agreement, the recipients will submit to HUD an amended Confidential Resident Information form. This form may request emergency contacts. However, this form may not serve as authorization for release of medical information.
5. Mental Status Examinations - Within ninety (90) days of the effective date of this Agreement, the recipients will revise their admission criteria so applicants will not be required to submit to medical assessments, including an evaluation of the applicant's physical and cognitive abilities, as a condition of admission and tenancy.

**G. Transfer Policy**

Within ninety (90) days of the effective date of this Agreement, the recipients will submit to HUD for review and approval an amended transfer policy. HUD will provide its approval or comments to the proposed transfer policy within thirty (30) days of receipt. The transfer policy will include the following provisions:

1. Transfers will be exclusively coordinated through the recipients' central office.
2. When an accessible unit becomes available, the unit will first be offered to a current occupant with disabilities in the same development who requires the accessibility features of the vacant accessible unit and is occupying a unit not having those features.
3. If there is no current occupant in the same development who requires the accessibility features of the vacant accessible unit, then it will be offered to an eligible qualified applicant on the waiting list with disabilities that require the accessibility features of the vacant accessible unit.
4. If there is no eligible qualified resident or applicant with disabilities who wishes to reside in the available accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. However, the recipients will require the applicant to execute a lease addendum that requires the resident to relocate to a non-accessible unit within thirty (30) days of notice by the recipients that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.
5. During annual re-certifications, current residents who reside in accessible units or units with accessible features and who do not require the accessible features of that unit will be required to relocate to a non-accessible unit.
6. Qualified individuals with disabilities who are transferred to an accessible unit will not be charged a transfer fee.

**H. Non-Housing Facilities**

Within 30 days of the effective date of this Agreement, the recipients agree to notify tenants that requests for accessible parking will be considered. When van accessible parking is requested, the recipients must provide this accommodation. Accessible parking spaces will be the spaces located closest to the nearest accessible entrance on an accessible route.

**I. Housing Facilities**

1. Within 120 days of the effective date of this Agreement, the recipients agree to review the accessibility deficiencies identified in the Preliminary Finding of Noncompliance and the Accessibility Report and develop and submit a plan that includes the following activities:
  - a. Identification of the deficiencies that can be readily corrected (*e.g.*, adjusting door opening pressures, modifying thresholds at entrances, wrapping sink pipes, securely mounting shower seats, *etc.*).
  - b. The schedule, not to exceed six (6) months from the effective date of this Agreement, for correcting deficiencies that can be readily corrected.



- c. Identification of the deficiencies that are more complex (e.g., door widths, knee space under kitchen and bathroom sinks, distance of water closets from side walls, height of lavatory sinks, etc.).
- d. Proposal for implementing corrective actions, with a schedule that does not exceed one (1) year from the effective date of this Agreement, for these more complex deficiencies.

The plan will include documentation to support any assertion that correcting a specific deficiency is structurally impracticable or infeasible, or would impose an undue financial burden on the operation of the housing program.

2. Within 120 days of the effective date of this Agreement, the recipients agree to develop and submit a plan to create, to the maximum extent feasible, eight (8) UFAS-accessible units for Allied Housing East, seven (7) UFAS-accessible units for Allied Housing West, and five (5) UFAS-accessible units for Allied Housing South. The recipients will develop and submit documentation to support any assertion that developing UFAS-accessible units is infeasible or would impose an undue financial burden on the operation of the housing program. The plan will also include the following:
  - a. The schedule for completing the project within three years from the effective date of this Agreement. The annual production of UFAS-accessible units will occur at the following rate:
    - five (5) units by (June 30, 2007)
    - ten (10) units by (June 30, 2008)
    - five (5) units by (June 30, 2009)
  - b. To ensure that UFAS-accessible units are available in a sufficient range of sizes and amenities so that the choice of living arrangements for the disabled is comparable to that of other persons, the twenty (20) units will include 1-bedroom and studio units.
  - c. Design and construction of accessible units in conformance with sections 3 through 8 of UFAS will be deemed compliance with this provision.
  - d. A unit that is on an accessible route and is adaptable and otherwise in compliance with UFAS is considered accessible.
  - e. Departures from particular technical and scoping requirements of UFAS by the use of other methods will be permitted where substantially equivalent or greater access to and usability of the building is provided.
  - f. The recipients will prepare and submit documentation of any need to deviate from UFAS requirements.
3. Within 120 days of the effective date of this Agreement, the recipients agree to develop and submit a plan to create eight (8) units that are accessible for both hearing- and vision-impaired individuals. Features in these units will include, at a minimum:
  - a. a strobe smoke alarm capable of waking a sleeping deaf person installed at a minimum in the bedroom(s);
  - b. a flashing light attached to the doorbell;
  - c. task lighting in kitchens, bathrooms, and reading areas;

- d. glare reduction by using non-glare or low-gloss finishes on floors and matte paint on walls; and
- e. different floor surfaces for different areas of the unit to offer tactile cues for navigation.

The plan shall include the schedule for completing the project within three years from the effective date of this Agreement.

### **J. Future Alterations - Housing and Non-housing Facilities**

Within 120 days of the effective date of this Agreement, the recipients agree to develop and implement procedures to ensure that future alterations of any AJA housing or non-housing facilities, or elements therein, that affect their accessibility and usability by individuals with disabilities comply with UFAS to the maximum extent feasible.

1. As used in this provision, the term *alterations* includes, but is not limited to, replacement of appliances (such as clothes washers and stoves); repair, replacement, installation, or modification of fixtures and furnishings (such as sinks, faucets, countertops, cabinets, showers, tubs, toilet facilities, lavatories, mirrors, doors, door hardware, and storage facilities); and structural modifications (widening doorways, installing handrails, grab bars, ramps, etc.).
2. The procedures will include measures for determining the UFAS requirements, assessing whether compliance with UFAS would result in undue financial and administrative burdens on the operation of the program or activity, and determining whether departures from the particular technical and scoping requirements of UFAS by the use of other methods would result in substantially equivalent or greater access to and usability of the building. Details and decisions regarding departures from particular technical and scoping requirements of UFAS will be documented.
3. This provision does not require the recipients to make building alterations that have little likelihood of being accomplished without removing or altering a load-bearing structural member.
4. This provision does not apply to mechanical rooms and other spaces that, because of their intended use, will not require accessibility to the public or beneficiaries, or result in the employment or residence of individuals with physical disabilities.
5. When covered alterations are undertaken, accessibility will be provided up to the point of infeasibility or undue financial and administrative burdens.
6. The recipients will collect, develop, and maintain documentation of structural impracticability or infeasibility or undue financial and administrative burdens.

### **K. Occupancy**

Within 90 days of the effective date of this Agreement, the recipients agree to develop and implement procedures to maximize the utilization of units accessible for persons with vision or hearing impairments by eligible individuals whose disabilities require the accessibility features of the particular unit. The procedures will include the following concepts.

1. When a unit that is accessible for persons with vision or hearing impairments becomes vacant, the unit will first be offered to a current occupant who has

- the applicable impairment, but who is occupying a unit that is not accessible for his/her impairment.
2. If there is no such occupant, the unit will be offered to an applicant on the waiting list that has the applicable impairment.
  3. If there is no such applicant, the unit will be offered to a non-disabled applicant on the waiting list.
  4. When offering a unit that is accessible for persons with vision or hearing impairments to an applicant who does not have the applicable impairment, the recipients will require the applicant to agree to move to a non-accessible unit when one becomes available. The occupant will not be charged a transfer fee.
  5. If the non-disabled applicant chooses not to accept the vision- or hearing-impaired accessible unit, his/her place on the waiting list will not be adversely affected.

#### **V. RETALIATORY ACTS PROHIBITED**

[24 C.F.R. § 1.7(e) and § 100.400]

The recipients will not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI, Section 504, or the Fair Housing Act, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Title VI, Section 504, or Fair Housing Act regulations.

#### **VI. TRAINING, MONITORING, AND REPORTING PROVISIONS**

[24 C.F.R. § 1.6(b) and § 103.320]

- A. The recipients agree to train current and future staff in the provisions and obligations of this Agreement.
- B. HUD will monitor compliance with this Agreement. HUD will require written reports concerning compliance; may inspect premises owned, leased, managed, or assisted by the recipients; may interview witnesses, including the recipients' staff; and may examine and copy documents. The recipients assure their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.
- C. HUD will determine whether the recipients have complied with the terms of this Agreement. The recipients retain any due process or other rights to review or appeal of any HUD determination.
- D. The recipients will submit to the Denver Center Director written reports and/or documents substantiating that the recipients have performed, or are performing, the remedial actions required under the Special Provisions sections of this Agreement. The first report will be due 6 months after the effective date of this Agreement; the second report will be due 12 months after the effective date; subsequent reports will be due every twelve (12) months thereafter for the term of this Agreement. The recipients will submit the revised Affirmative Fair Housing Marketing Plans discussed in Specific Provision III.B within 60 days of the effective date of this Agreement.

- E. All required certifications and documentation of compliance should be submitted to:
- U.S. Department of Housing and Urban Development
  - Office of Fair Housing and Equal Opportunity, 8AEHPE
  - Attn: Lynn Grosso, Denver Center Director
  - 1670 Broadway, 25<sup>th</sup> floor
  - Denver, Colorado 80202-4801

## **VII. FAILURE TO CARRY OUT THE TERMS OF THIS AGREEMENT**

It is understood that this Agreement may serve as the recipients' sole notice of the required contents of and deadlines for progress reports. Failure to provide documentation of compliance with the terms of this Agreement constitutes a breach of the Agreement, and may result, without further notice to the recipients, in a referral of the matter to the Department of Justice for appropriate enforcement proceedings, the termination of or refusal to grant or continue Federal financial assistance, or the initiation of debarment proceedings.

**SIGNATURE PAGE**

  
\_\_\_\_\_  
Allied Housing, Inc.  
On behalf of Allied Jewish Apartments

7-28-2006  
\_\_\_\_\_  
Date

I recommend approval of this Agreement:

\_\_\_\_\_  
L. J. Gaines, Equal Opportunity Specialist  
Program Compliance Branch

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kimberly Aspen, Equal Opportunity Specialist  
Program Compliance Branch

\_\_\_\_\_  
Date

\_\_\_\_\_  
G. Jean Williamson, Branch Chief  
Program Compliance Branch

\_\_\_\_\_  
Date

Approved on behalf of the Secretary:

\_\_\_\_\_  
Lynn M. Grosso  
Denver Center Director  
Office of Fair Housing and Equal Opportunity

\_\_\_\_\_  
Date

**Case Numbers:**

#08-04-R010-6, #08-04-R012-6, #08-04-R014-6, #08-04-R009-4, #08-04-R011-4, and #08-04-R013-4

**Case Name:**

Allied Jewish Apartments, *a.k.a.* Allied Housing East, West, and South

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### **Addendum**

A listing of a sampling of social service and faith-based organizations or publications that serve minority communities in the Denver area

- Asian Pacific Development Center
- Community Housing Services
- Curtis Park Community Center
- DenverBlackPages.com
- Denver Indian Center
- Denver Weekly News - one of the leading African-American newspapers in the Denver area and features articles and event information of interest to the African-American community.
- Glenarm Recreation Center
- Greater Park Hill Community - a non-profit, neighborhood-based organization founded in 1961 to unite neighbors of all racial and ethnic backgrounds to establish a stable, integrated community. Services provided by the organization include senior citizen assistance.
- Korea Times Denver
- Korean Senior Citizens Association
- La Voz Newspaper
- Macedonia Baptist Church
- Martin Luther King Recreation Center
- Montbello Recreation Center
- Senior Housing Options
- Senior Support Services - provides housing assistance to low-income and homeless seniors.
- Servicios de La Raza - provides and advocates comprehensive, culturally relevant human services primarily, but not limited to, the Spanish-speaking population.
- SouthWest Improvement Council - operates a Senior Outreach Program that offers special activities for elders with special emphasis on outreach to Native Americans with wellness programs, exercise and nutrition, cultural events, workshops, information, and referral.
- Urban League of Metropolitan Denver
- Urban Spectrum - a free monthly publication dedicated to Denver's multi-cultural interests. It has a distribution of 25,000 papers attracts 60,000 readers every month.
- Zion Senior Center