



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

**VOLUNTARY COMPLIANCE AGREEMENT**

**BETWEEN**

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

**AND**

**THE SEATTLE HOUSING AUTHORITY**

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**THE SEATTLE HOUSING AUTHORITY**  
**VOLUNTARY COMPLIANCE AGREEMENT**

**INDEX**

I.	Introduction.....	4
II.	Definitions .....	5
III.	General Provisions.....	7
IV.	Specific Provisions .....	9
	A. Voluntary Compliance Agreement (VCA) Administrator .....	9
	B. Section 504/ADA Coordinator.....	9
	C. Housing Programs .....	10
	1. Provision of UFAS-Accessible Units .....	10
	2. UFAS-Accessible Unit Plan.....	13
	3. Third-Party Certification of UFAS-Accessible Units .....	14
	4. Status Reports on UFAS-Accessible Unit Production .....	15
	D. Non-Housing Programs.....	16
	1. Non-Housing Program Accessibility Plan .....	16
	2. Administrative Offices Accessibility Plan .....	17
	E. Policies And Procedures.....	18
	1. Amendments to SHA's <i>Manual Of Operations</i> .....	18
	2. Admissions and Occupancy Policy .....	18
	3. Transfer Policy.....	20
	4. Reasonable Accommodation.....	21
	5. Pet Policy .....	23
	6. Lease Addendum .....	23
	9. Reporting Requirements .....	25
	F. Occupancy, Transfer And Waiting List Review And Remediation Plans .....	25
	1. SHA Independent Review.....	25
	2. Transfer and Waiting List Reviews .....	25
	3. Transfer Review .....	26
	4. Waiting List Review .....	26
	5. Occupancy Reviews.....	26
	6. Remediation Plans to Address the Needs of Applicants and Residents who Require UFAS-Accessible Units.....	27
	7. Occupancy Remediation Plan: .....	28
	G. Publication And Notice .....	28
	H. Employee Education and Training .....	30
	1. General:.....	30
	2. Current Employees: .....	30
	3. New Employees: .....	31
	4. Additional Training:.....	31
V.	Reporting And Compliance Requirements .....	32
VI.	Recordkeeping Requirements .....	32
VII.	Implementation, Monitoring, And Enforcement .....	33
VIII.	Effect Of Non-Compliance With This Agreement .....	34
IX.	Signatures .....	35

**SEATTLE HOUSING AUTHORITY  
VOLUNTARY COMPLIANCE AGREEMENT  
LIST OF APPENDICES**

<u>Appendix</u>	<u>Description</u>
A	List of Total Housing Units as of October 19, 2007

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I. INTRODUCTION

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

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

During the week of June 5-9, 2006, the Department conducted an on-site review of SHA's compliance with Section 504 and Title II of the ADA. The Department's June 2006 compliance review focused primarily on SHA's Low Income Public Housing (LIPH) program.<sup>6</sup> The review included an examination of SHA's LIPH application and resident files, waiting lists, reasonable accommodation requests, transfer requests and maintenance records. In addition, the Department selected and reviewed a sample of eight public housing developments and conducted

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

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

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

<sup>4</sup> 42 U.S.C. §§ 4151-4157.

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

<sup>6</sup> The Department's on-site accessibility reviews of family and elderly LIPH developments included HOPE VI and mixed finance new construction.

physical surveys of seventeen dwelling units, including the designated accessible routes and access to common areas associated with those units that SHA had designated as “UFAS accessible.” Finally, the Department conducted interviews with SHA staff and residents.

SHA agrees to enter into this Voluntary Compliance Agreement (“Agreement” or “VCA”) in order to resolve all issues arising from the Department’s June 5-9, 2006 on site review.

## II. DEFINITIONS

Accessible – When used with respect to the design, construction, or alteration of Housing and Non-Housing programs, “accessible” means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. §§ 8.3 and 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards), Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible.

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

Administrative Offices – SHA’s Administrative Office located at 120 Sixth Avenue North, Seattle, Washington; the Porchlight Office located at 907 NW Ballard Way and the Operations Support Center located at 1300 N. 130<sup>th</sup> Street, Seattle, Washington.

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

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

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

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

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

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

Non-Housing Programs - All or any SHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances (e.g., buses, shuttles and vans), roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. Non-Housing Programs do not include individual dwelling units. A Non-Housing Program includes, but is not limited to, common areas, entrances, elevators, SHA on-site offices, community centers (including restrooms), day care facilities (including restrooms), corridors, hallways, meeting rooms, recreation rooms, senior citizen centers (including restrooms), social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by SHA, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in SHA's housing programs.

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

Reasonable Accommodation – A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, facility or unit that provides a person with a disability the opportunity to participate in, or benefit from, a program (Housing or Non-Housing), service, or activity.

SHA – The officers, directors, agents (including contract employees), employees and successors or assigns of The Seattle Housing Authority.

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

Total Housing Units – The total number of SHA's public housing units receiving HUD subsidy as of October 19, 2007 and as reflected in **Appendix A**.

UFAS – The standards for the design, construction, and alteration of buildings so that they are readily accessible to and usable by individuals with disabilities. *See* 24 C.F.R. § 40. Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards (UFAS) shall be deemed to comply with the requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25.

UFAS-Accessible Unit – A dwelling unit that is designed, constructed, altered or adapted to comply with UFAS and is located on an Accessible Route, as defined in this Agreement. The unit can be approached, entered and used by individuals with disabilities, including individuals who use wheelchairs, and located on an Accessible Route, as defined in this Agreement. The accompanying Non-Housing Programs must also be accessible unless SHA can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable; or, would create an undue financial and administrative burden.

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

### III. GENERAL PROVISIONS

- A. This Voluntary Compliance Agreement applies to all federally funded projects, related facilities, and programs or activities that SHA, its agents, successors, and assigns own, control, operate, or sponsor. This Agreement also applies to SHA's public housing units in HOPE VI revitalization projects and mixed-finance projects.
- B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors, or assigns of SHA and HUD. This Agreement shall remain in effect for a minimum of four (4) years after the effective date of the Agreement; or, until the Third Party, referenced in Paragraph IV. (C)(4), has certified the two hundred sixty three (263) UFAS-Accessible or UFAS-Adaptable Units that SHA is required to construct or convert pursuant to Paragraph IV. (C)(1)(a), whichever is later.
- C. SHA's Moving to Work (MTW), "Moving to New Ways" Annual Plans must be consistent with the requirements of this Agreement. SHA shall amend those Plans, as necessary, in order to ensure the adoption of the requirements of this Agreement, including policies with respect to tenant selection and assignment; planning and completion (including allocation of sufficient funding) of modifications to housing units; and SHA's Non-Housing Programs in order to provide accessibility for persons with disabilities. Upon expiration of the MTW Agreement, SHA's Annual PHA Plan and Five-Year PHA Plan shall be consistent with the requirements of this VCA.
- D. Notwithstanding any notice or consultation requirements of this Agreement, SHA shall comply with the notice and consultation requirements of HUD's Public Housing Agency Plan (PHA Plan regulation at 24 C.F.R. Part 903).
- E. The Department may amend upward the minimum five percent (5%) requirement, as set forth in Section IV. (C)(1)(a) of this Agreement, if the Department determines, pursuant to 24 C.F.R. §§ 8.22 (c) and 8.23 (b)(2), that the needs of income-eligible persons with disabilities in the City of Seattle for UFAS-Accessible Units exceed five percent (5%). *See also* 24 C.F.R. § 8.25 (c).
- F. This Agreement, including the UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, will serve as SHA's Transition Plan with respect to and in compliance with the provisions of programs for persons with disabilities. *See* 24 C.F.R. §§ 8.21 (c)(4), 8.24 (d) and 8.25 (c).
- G. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, and/or the Fair Housing Act. This

Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.

- H. This Agreement does not affect the ability of HUD or SHA to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- I. Upon the effective date of this Agreement, this VCA is a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the law.
- J. SHA shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with the State of Washington Public Disclosure Act and Privacy Act procedures. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- K. To the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding SHA's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, UFAS, and/or the Fair Housing Act conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.
- L. This Agreement does not supersede, or in any manner change the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with Federal or State civil rights statutes.
- M. This Agreement does not affect any requirements for SHA to comply with all requirements of Section 504, the ADA and/or the Fair Housing Act not addressed in this Agreement.
- N. All covered multifamily dwellings built for first occupancy after March 13, 1991, shall also be designed and constructed to comply with the Fair Housing Act. *See* 42 U.S.C. § 3604(f)(3)(C) and 24 C.F.R. § 100.205.
- O. SHA shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.
- P. This Agreement and the requirements herein are controlling in the event that a court orders SHA to provide a lesser number of UFAS-Accessible Units than the requirements stated in this Agreement and HUD is not a party to the litigation.
- Q. SHA will provide all notices, correspondence and/or communications produced pursuant to this Agreement, in alternate formats, upon request. *See* 24 C.F.R. § 8.6.
- R. With respect to any and all UFAS-Adaptable Units, as defined by this Agreement, that SHA constructs or converts to meet the requirements set forth in Paragraph IV. (C)(1)(a) of this Agreement, SHA waives the defense of undue financial and administrative burden as to any modification(s) made to convert a UFAS-Adaptable unit at the request of an applicant or resident with a disability who requires the features of the UFAS-Adaptable Unit.



#### IV. SPECIFIC PROVISIONS

##### A. VOLUNTARY COMPLIANCE AGREEMENT (VCA) ADMINISTRATOR

1. Within thirty (30) days of the effective date of this Agreement, SHA will appoint an Acting VCA Administrator and provide HUD with the name of the Acting VCA Administrator.
2. Within ninety (90) days of the effective date of this Agreement, SHA shall hire or appoint a VCA Administrator.
3. The Acting VCA Administrator and VCA Administrator will report directly to the Executive Director of SHA concerning matters arising from this Agreement.
4. SHA shall have a VCA Administrator or Acting VCA Administrator for the duration of the VCA.
5. The Acting VCA Administrator and VCA Administrator will be responsible for coordinating all compliance activities under this Agreement, specifically:
  - a. implementation of the provisions of this Agreement;
  - b. coordination of the activities of SHA personnel who will assist the VCA Administrator in implementing this Agreement; and
  - c. submission of all reports, records and plans required by this Agreement.
6. SHA shall commit sufficient resources so that the VCA Administrator can successfully accomplish these objectives.
7. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, SHA shall designate an Acting VCA Administrator within thirty (30) days of the resignation or termination of the VCA Administrator. Upon designation, SHA shall provide HUD with the name of the individual selected to serve as the Acting VCA Administrator.
8. Within ninety (90) days of the termination or resignation of the VCA Administrator, SHA shall select a new VCA Administrator. Upon designation, SHA shall provide HUD with written notice of the new VCA Administrator.

##### B. SECTION 504/ADA COORDINATOR

1. Pursuant to 24 C.F.R. § 8.53 (a) and 28 C.F.R. § 35.107, SHA shall hire or designate a full-time Section 504/ADA Coordinator to perform the following functions:
  - a. coordinate SHA's compliance with Section 504 and HUD's implementing regulations;
  - b. assume the duties set forth in this Agreement including, but not limited to, the development and implementation of the revised policies and procedures set forth in Paragraph IV. (E), below;
  - c. coordinate and oversee SHA's responsibilities to provide reasonable accommodation(s) to applicants, residents and members of the public;
  - d. coordinate SHA's compliance with Title II of the ADA; and

- e. coordinate with SHA's VCA Administrator, as reflected in Paragraph IV. (A), on the implementation of the provisions of this Agreement.
2. The individual fulfilling the role of Section 504/ADA Coordinator shall, to the extent possible, have prior experience that demonstrates knowledge and expertise of Section 504, Title II of the ADA, the Fair Housing Act, and/or the Architectural Barriers Act, including the regulations implementing those statutes and applicable accessibility standards.
3. Within ninety (90) days of the effective date of this Agreement, SHA shall hire or appoint a full-time Section 504/ADA Coordinator. Upon designation, SHA shall provide HUD with a copy of the Coordinator's resume and/or curriculum vitae.
4. In the event that the Section 504/ADA Coordinator resigns or is otherwise terminated prior to the expiration of this Agreement, SHA shall:
  - a. within thirty (30) days of the Section 504/ADA Coordinator's resignation or termination, designate an Acting Section 504/ADA Coordinator. Upon designation, SHA shall provide HUD with the name of the individual selected to serve as the Acting Section 504/ADA Coordinator.
  - b. within ninety (90) days of the resignation or termination of the Section 504/ADA Coordinator, SHA shall hire or appoint a new Section 504/ADA Coordinator.
  - c. upon selection of the new Section 504/ADA Coordinator, SHA shall provide HUD with the name of the individual selected to serve as the Section 504/ADA Coordinator and a copy of the Coordinator's resume and/or curriculum vitae.

## C. HOUSING PROGRAMS

### 1. Provision of UFAS-Accessible Units

- a. Subject to the requirements of the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. (C)(2), SHA shall construct or convert a **minimum of five percent (5%), or two hundred sixty three (263) as UFAS-Accessible or UFAS-Adaptable**, of its **5,252** Total Housing Units as set forth in **Appendix A**.
- b. The construction or conversion of these two hundred sixty three (263) UFAS-Accessible Units/UFAS-Adaptable Units shall commence no later than sixty (60) days following HUD's approval of the UFAS-Accessible Unit Plan, described in Paragraph IV. (C)(2), below.
  - (i) Nothing in this Agreement diminishes SHA's obligation to comply with 24 C.F.R. §§ 8.4(b)(1)(i) and (ii), which prohibits recipients from providing housing to qualified individuals with disabilities that is not equal to that afforded others; or providing housing to qualified individuals with disabilities that is not as effective in affording the individual with an equal opportunity to achieve the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others.

- c. SHA must demonstrate the completion of the construction or conversion of the **two hundred sixty three (263) UFAS-Accessible or UFAS-Adaptable Units**, as described in Paragraph IV. (C)(1)(a), above, **within seven (7) years of the effective date of this Agreement**.
- d. Unless otherwise agreed by HUD pursuant to HUD's approval of SHA's **UFAS-Accessible Unit Plan**, described in Paragraph IV. (C)(2), below, SHA shall demonstrate the completion of **two hundred sixty three (263) UFAS-Accessible or UFAS-Adaptable Units** throughout SHA's portfolio as follows:
- (i) one hundred one (101) UFAS-Accessible or UFAS-Adaptable Units, as described in Paragraph IV. (C)(1), within one (1) year of the effective date of this Agreement;
  - (ii) an additional forty-one (41) UFAS-Accessible or UFAS-Adaptable Units, as described in Paragraph IV. (C)(1), within two (2) years of the effective date of this Agreement;
  - (iii) an additional thirteen (13) UFAS-Accessible or UFAS-Adaptable Units, as described in Paragraph IV. (C)(1), within three (3) years of the effective date of this Agreement;
  - (iv) an additional thirty-two (32) UFAS-Accessible or UFAS-Adaptable Units, as described in Paragraph IV. (C)(1), within four (4) years of the effective date of this Agreement;
  - (v) an additional forty-two (42) UFAS-Accessible or UFAS-Adaptable Units, as described in Paragraph IV. (C)(1), within five (5) years of the effective date of this Agreement;
  - (vi) an additional twenty (20) UFAS-Accessible or UFAS-Adaptable Units, as described in Paragraph IV. (C)(1), within six (6) years of the effective date of this Agreement; and
  - (vii) an additional fourteen (14) UFAS-Accessible or UFAS-Adaptable Units, as described in Paragraph IV. (C)(1), within seven (7) years of the effective date of this Agreement.
- e. SHA will produce the **two hundred sixty three (263) UFAS-Accessible or UFAS-Adaptable Units** throughout its portfolio, as follows:

Site/Project	Total	2008	2009	2010	2011	2012	2013	2014
HOPE VI Garden	80	80						
High Rise Retrofit	60	21	18	6	15			
Scattered Site Retrofit	21				7	8	6	
High Point Phase II	23		23					
Rainier Vista Phase II	15			7		8		
Holly Court	20				10	10		
Yesler Terrace	44					16	14	14
<b>Annual total</b>		<b>101</b>	<b>41</b>	<b>13</b>	<b>32</b>	<b>42</b>	<b>20</b>	<b>14</b>

- f. SHA shall reserve sufficient funding to achieve the annual rates for completion of UFAS-Accessible or UFAS-Adaptable Units, as set forth in paragraph IV. (C)(1)(d), above. Insufficient funds will not obviate SHA's obligations to perform any of the obligations required pursuant to this Agreement except as prescribed in Paragraph VII. (D) of this Agreement.
- g. SHA shall provide HUD with at least ninety (90) days notice during any pre-construction period, and at least thirty (30) days notice during any construction period, if SHA receives notice that it cannot meet the production rates, production dates and/or bedroom size production rates, as set forth in Paragraphs IV. (C)(1) and (C)(2). SHA's notification to HUD shall include a detailed explanation for each unit that will not be produced according to the timeframes set forth in Paragraphs IV. (C)(1) and (C)(2), specifying the reasons for the delay of each such unit.
- h. Pursuant to 24 C.F.R. § 8.26, the UFAS-Accessible Units/UFAS-Adaptable Units to be completed pursuant to this Agreement shall be subject to reasonable health and safety requirements and to the maximum extent feasible, shall be:
  - (i) distributed throughout SHA's developments and sites;
  - (ii) distributed among a minimum of seven (7) of SHA's 28 high-rise developments. The high rise units will be distributed among SHA developments throughout the City of Seattle as follows: North Seattle (11); Downtown (12); West Seattle (7); Belltown (15); Southeast Seattle (7); and South Seattle (6); and
  - (iii) available in a sufficient range of sizes and amenities so that a qualified individual with disabilities' choice of living arrangements is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.
- i. If SHA proposes to construct or modify as UFAS-Accessible/UFAS-Adaptable fewer than five percent (5%) of the units in a given development, then SHA shall provide, for HUD's review and approval, a detailed description and supporting documentation regarding structural impracticability and/or undue financial and administrative burden at each of those developments.
- j. For purposes of calculating SHA's construction or conversion of two hundred sixty three (263) UFAS-Accessible or UFAS-Adaptable Units, as set forth in Paragraph IV. (C)(1), under no circumstance will the Department consider a proposal that would include greater than twenty-five percent (25%) of the total units in a single development.
- k. A UFAS-Accessible or UFAS-Adaptable Unit will not be deemed completed under Paragraph IV. (C)(1)(d) until:
  - (i) the Non-Housing Programs, referenced in Paragraph IV. (D)(1), serving that unit are accessible to individuals with disabilities; and
  - (ii) SHA has submitted a third-party certification, referenced in Paragraph IV. (C)(3), that the UFAS-Accessible Unit/UFAS-Adaptable Unit and Non-Housing Programs serving that unit comply with the requirements of UFAS and, where

applicable, ADA Accessibility Standards and the Fair Housing Act Accessibility Guidelines. See Paragraph IV. (C)(3).

- l. SHA's Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (D)(1), below, will identify those Non-Housing Programs that are currently inaccessible to persons with disabilities. SHA's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate the work required to ensure completion of UFAS-Accessible Units with accessible Non-Housing Programs within the timeframes set forth in Paragraphs IV. (C)(1)(a) and (d).
- m. If SHA opts to provide a UFAS-Adaptable unit, as defined by this Agreement, to meet the requirements of Paragraph IV. (C)(1)(a), SHA must adopt and implement a formal policy and procedure whereby: (1) all new residents will be informed about adaptable features prior to leasing the unit and be able to request that adaptable features be modified or altered to the preference of the new resident; (2) consumer information about adaptable features will be provided within the unit prior to any move-in; (3) consumer information about adaptable features will be provided to residents during the annual recertification process; (4) consumer information will be provided directly to the new resident before move-in to enable him/her to request adjustments to the adaptable features prior to move-in; (5) SHA's internal procedures include specific timeframes for commencing and completing modifications to an adaptable unit; and (6) the procedures include the SHA employee(s) and/or office(s) responsible for coordinating the processing of requests.
  - (i) SHA's must submit the proposed UFAS-Adaptable policy and procedures to HUD for its review within ninety (90) days of the effective date of the Agreement; HUD will provide its approval, or comments, within fourteen (14) days of receipt.

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

### **a. Submission to HUD and Approval**

- (i) Within one hundred twenty (120) days of the effective date of this Agreement, SHA will submit, for HUD's review and approval, its **UFAS-Accessible Unit Plan** for all developments identified in Paragraph IV. (C)(1)(e) of this Agreement.
- (ii) HUD will provide SHA with its approval, or comments, within forty-five (45) days of receipt of both SHA's proposed **UFAS-Accessible Unit Plan** and **Non-Housing Program Accessibility Plan**, referenced in Paragraph IV. (D)(1).

### **b. Plan Requirements**

- (i) The Plan will address all developments covered by this Agreement, as referenced in **Appendix A**.
- (ii) The **UFAS-Accessible Unit Plan** will be in an EXCEL or compatible format and include the following information:

- (1) total number of UFAS-Accessible or UFAS-Adaptable Units to be produced annually;
- (2) development name, number and location, including elderly or family designation;
- (3) existing number of units in each development;
- (4) proposed total number and percentage of units in each development that will be UFAS-Accessible or UFAS-Adaptable;
- (5) proposed bedroom size distribution for UFAS-Accessible or UFAS-Adaptable Units in each development;
- (6) existing number of units with some accessibility features by bedroom size;
- (7) current occupancy status of any units to be modified;
- (8) relocation plan for any currently occupied units;
- (9) three (3) years of vacancy rates at each development;
- (10) three (3) years of crime rates in and around each development;
- (11) proposed starting and completion dates for the construction or alteration of UFAS-Accessible or UFAS-Adaptable Units in each development;
- (12) interim timeframes and benchmarks for meeting the annual UFAS-Accessible Unit production rates set forth in Paragraph IV. (C)(1)(d); and
- (13) total estimated cost by development.

(iii) The **UFAS-Accessible Unit Plan** shall also include a site map for each development that includes the following:

- (1) development and unit address;
- (2) total number of units to be modified or constructed as UFAS-Accessible or UFAS-Adaptable;
- (3) bedroom size of UFAS-Accessible/UFAS-Adaptable Units;
- (4) accessible common areas, planned or existing, at each development including, but not limited to, accessible routes and elevators, parking, offices, community centers, meeting spaces, recreation centers, playgrounds, laundry facilities, mailboxes and trash collection sites; and
- (5) the common areas that are currently inaccessible.

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

- a. Within one hundred twenty (120) days of the effective date of this Agreement, SHA will submit, for HUD review and approval, the name, qualifications and experience of an independent third-party architectural and/or engineering firm with whom SHA proposes to contract to review and certify that the units constructed or converted pursuant to Paragraph IV. (C)(1)(a) meet the requirements of UFAS and, if applicable, the ADA and the Fair Housing Act. The third-party architectural and/or engineering firm shall have knowledge and expertise of the ADA Accessibility Standards, UFAS and the Fair Housing Act Accessibility Guidelines. HUD will provide its approval, or comments, within thirty (30) days of SHA's submission of the proposed architectural/engineering firm.
- b. The HUD-approved independent third-party architectural and/or engineering firm selected to review and certify the modifications made pursuant to this Agreement shall:

- (i) submit documentation to SHA to verify that the firm maintains errors and omissions liability insurance and document that the firm's Principal will certify all firm findings made pursuant to this Agreement; and
  - (ii) be independent of any third-party architectural and/or engineering firm with whom SHA contracts for the purposes of developing the plans/drawings/blueprints for the new construction and/or modifications made pursuant to SHA's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, described in Paragraphs IV. (C)(2) and IV. (D)(1), and the Administrative Office Accessibility Plan, referenced in Paragraph IV. (D)(2).
- c. Within sixty (60) days of SHA's completion of each UFAS-Accessible Unit according to the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph III. (C)(2), SHA will have the HUD-approved independent third-party organization certify that the UFAS-Accessible Units, including accessibility of the Non-Housing Programs, comply with the requirements of UFAS, and, where applicable, ADA Accessibility Standards and the Fair Housing Act. SHA will submit this documentation to HUD as part of its Quarterly Reports.
- d. HUD reserves the right to conduct periodic on-site reviews of the completed accessible units to ensure compliance.

#### **4. Status Reports on UFAS-Accessible Unit Production**

- a. SHA shall submit quarterly status reports to HUD. The quarterly reports will document the production of UFAS-Accessible/UFAS-Adaptable Units and compliance with the HUD-approved UFAS-Accessible Unit Plan, referenced in Paragraph IV. (C)(2), and the Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (D)(2), for the duration of this Agreement. These reports shall be in a format compatible with Microsoft Office XP Professional and contain the following information:
- (i) the number of UFAS-Accessible/UFAS-Adaptable Units for which funds have been allocated;
  - (ii) the physical work that has been undertaken by development name and complete unit address;
  - (iii) the physical work that has been completed by development name and complete unit address, including Non-Housing Programs;
  - (iv) for each completed unit, an independent third-party verification that:
    - (1) the unit complies with the requirements of UFAS and, where applicable, the Fair Housing Act Accessibility Guidelines; and
    - (2) the Non-Housing Programs serving the proffered UFAS-Accessible Unit/UFAS-Adaptable Unit comply with the requirements of UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act Accessibility Guidelines;
  - (v) UFAS-Accessible/UFAS-Adaptable Unit counts for the given reporting period and cumulatively from the effective date of this Agreement; and
  - (vi) a narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the HUD-approved UFAS-Accessible Unit Plan, referenced in Paragraph IV. (C)(2) and Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (D)(1).

- b. SHA's failure to report delays in a timely fashion will have a negative impact on HUD's consideration of any SHA request for adjustments in annual rates pursuant to Paragraph IV. (C)(1)(d) or attempts to resolve or cure any alleged non-compliance pursuant to Paragraph VIII. (A).

**D. Non-Housing Programs**

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

- a. Within one hundred twenty (120) days of the effective date of this Agreement, SHA will submit, for HUD's review and approval, its **Non-Housing Program Accessibility Plan** for all developments identified in **Appendix A**. The **Non-Housing Program Accessibility Plan** shall describe the funding sources and times for completion of each project in the Plan. HUD will provide its approval, or comments, within forty-five (45) days of receipt of both the **Non-Housing Program Accessibility Plan** and the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. (C)(2) above.
- b. SHA's **Non-Housing Program Accessibility Plan** will ensure that SHA's Non-Housing Programs comply with applicable laws and regulations *See* 24 C.F.R. § 8.21. Non-Housing Programs include, but are not limited to, all common areas, accessible routes, management and regional offices (including restrooms), laundry rooms, mail delivery, trash disposal, meeting rooms, recreation rooms, community centers (including restrooms), and day care facilities (including restrooms). *See* 24 C.F.R. § 8.21.
- c. **Non-Housing Program Accessibility Plan Requirements:** The Plan must include the designated accessible common areas at each development, including, but not limited to, accessible routes, parking, offices, community centers, meeting spaces, recreation centers, playgrounds, laundry facilities, mailboxes and trash collection sites, and common areas that are currently inaccessible. The Non-Housing Program Accessibility Plan must include:
  - (1) specific elements to be made accessible at each development;
  - (2) interim timeframes and benchmarks for providing accessible Non-Housing Programs to ensure meeting the UFAS-Accessible Unit production schedule set forth in Paragraph IV. (C)(1)(d);
  - (3) an annual timetable that coincides with the UFAS-Accessible Unit Plan not to exceed seven (7) years for completion of the approved work;
  - (4) identification of the source of the funding to accomplish each task; and
  - (5) if SHA provides transportation to SHA-sponsored programs, services or activities, SHA will include plans to provide accessible transportation to take persons with disabilities (including their accompanying family members and friends without disabilities) to SHA-sponsored services, programs or activities.
- d. If accessibility to Non-Housing Programs cannot be achieved in a particular development due to structural infeasibility and/or an undue financial and administrative burden, SHA will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or an undue financial and administrative burden.



- e. The Non-Housing Programs that serve the UFAS-Accessible Units produced under the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (C)(2), must be accessible before the UFAS-Accessible/UFAS-Adaptable Units will be deemed completed to comply with the annual production rates of UFAS-Accessible Units set forth in Paragraph IV. (C)(1)(d). SHA's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate SHA's work to ensure achievement of both Non-Housing Program accessibility and the production of UFAS-Accessible Units.

## 2. Administrative Offices Accessibility Plan

- a. Within one hundred twenty (120) days of the effective date of this Agreement, SHA will submit, for HUD's review and approval, its **Administrative Offices Accessibility Plan** to make SHA's Administrative Offices located at 120 Sixth Avenue North, Seattle, Washington; the Porchlight Office located at 907 NW Ballard Way, Seattle, Washington; and the Operations Support Center located at 1300 N. 130<sup>th</sup> Street, Seattle, Washington, accessible to persons with disabilities and ensure the Administrative Offices comply with the relevant UFAS and ADA Accessibility Standards. The **Administrative Offices Accessibility Plan** shall include a description of the funding sources and times for completion of the Plan. HUD will provide its approval, or comments, within forty-five (45) days of receipt of the Administrative Offices Accessibility Plan.
- b. Until completion of all modifications to SHA's Administrative Offices, SHA shall make reasonable accommodations for persons with disabilities to ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities currently located in SHA's Administrative Offices.
- c. The Administrative Offices Accessibility Plan will include accessible routes into and throughout SHA's programs, services and/or activities located at the Administrative Offices, accessible parking and transportation stops, including accessible signage.
- d. The Plan must include accessible transportation if transportation is or must be provided to take persons with disabilities (including their accompanying family members and friends without disabilities) from the Administrative Offices to SHA-sponsored programs, services or activities.
- e. The Administrative Offices Accessibility Plan must include:
  - (i) specific elements to be made accessible;
  - (ii) a timetable not to exceed one hundred eighty (180) days of the effective date of the Agreement;
  - (iii) interim timeframes and benchmarks; and
  - (iv) identification of the source of funding to accomplish each task.
- f. If accessibility cannot be achieved at a particular space due to structural infeasibility and/or an undue financial and administrative burden, SHA will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or undue financial and administrative burden.

- g. Within thirty (30) days of all completed modifications at SHA's Administrative Offices, SHA will provide certification, through the HUD-approved independent third-party organization, as referenced in Paragraph IV. (C)(3)(a), that SHA's Administrative Offices comply with the accessibility requirements of the UFAS and, where applicable, ADA Accessibility Standards.
- h. HUD reserves the right to conduct periodic on-site inspections of SHA's Administrative Offices to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Accessibility Standards. In addition, HUD reserves the right to ensure that SHA's programs, services and activities located in the Administrative Offices are accessible to persons with disabilities in compliance with Section 504 and, where applicable, the ADA.

**E. Policies and Procedures**

**1. Amendments to SHA's Manual Of Operations**

- a. Within ninety (90) days of the effective date of this Agreement, SHA shall submit a proposed, amended *Manual of Operations* to HUD for its review and approval;
- b. The proposed, amended *Manual of Operations* will incorporate the Policies and Procedures referenced in this Agreement, as follows:
  - (i) Admissions and Occupancy Policy [Paragraph IV. (E)(2)];
  - (ii) Pre-Application for Housing Assistance [Paragraph IV. (E)(2)(b)];
  - (iii) Waiting List [Paragraph IV. (E)(2)(c)];
  - (iv) Transfer Policy [Paragraph IV. (E)(3)];
  - (v) Reasonable Accommodation Policy [Paragraph IV. (E)(4)];
  - (vi) Pet Policy [Paragraph IV. (E)(5)];
  - (vii) Lease Addendum [Paragraph IV. (E)(6)];
  - (viii) Effective Communication Policy [Paragraph IV. (E)(7)]
- c. HUD will provide its approval, or comments, to the amended *Manual of Operations* within thirty (30) days of receipt.
- d. Within thirty (30) days of HUD's approval, SHA shall submit the amended *Manual of Operations* to the SHA Board and for public comment.
- e. Within thirty (30) days of the close of the public comment period, the SHA Board shall provide final approval, and SHA will fully adopt and implement the amended *Manual of Operations*.

**2. Admissions and Occupancy Policy**

- a. **Admissions and Occupancy:** SHA's amended *Manual of Operations*, referenced in Paragraph IV. (E)(1), shall revise the following provisions in its **Admissions and Occupancy Policies** with respect to the admission and transfer of residents and applicants with disabilities into SHA's UFAS-Accessible Units:
  - (i) When a UFAS-Accessible Unit becomes available in the appropriate bedroom size, SHA and/or its agent, shall offer the UFAS-Accessible Unit as follows:

- (1) First, to a current resident with disabilities, according to date and time of transfer request, who requires the accessibility features of the vacant, UFAS-Accessible Unit and occupies a unit not having those features;
- (2) Second, if there is no current resident who requires the accessibility features of the vacant, accessible unit and wishes to reside in that unit, then the vacant, accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list, according to date and time of application, who requires the accessible features of the available, UFAS-Accessible unit; and
- (3) Third, if there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, UFAS-Accessible Unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. *See* 24 C.F.R. § 8.27. However, SHA will require the applicant to execute a Lease Addendum, referenced in Paragraph IV. (E)(6), that requires the resident to relocate, at SHA's expense, to a vacant, non-accessible unit within thirty (30) days of notice by SHA when there is an eligible, qualified applicant or existing resident with disabilities who requires the accessibility features of the unit. *See* 24 C.F.R. § 8.27.

b. **Pre-Application for Housing Assistance:** SHA's amended *Manual of Operations*, referenced in Paragraph IV. (E)(1), shall include an amended *Pre-Application for Housing Assistance* that:

- (i) asks applicants with disabilities to specify whether they need a unit with accessible features;
- (ii) asks applicants with disabilities to specify if they require reasonable accommodation(s) in their housing and/or during the application process;
- (iii) references SHA's *Reasonable Accommodation Policy* amended by this Agreement and referenced in Paragraph IV. (E)(4);
- (iv) references SHA's Admissions Office *Special Needs and Unit Requirement Questionnaire* and provides information instructing applicants how to complete and submit a *Special Needs and Unit Requirement Questionnaire* with the pre-application; and
- (v) includes the name/contact information, including TDD/TTY number, for SHA's Section 504/ADA Coordinator.

c. **Computerized Waiting List:** No later than July 2009, SHA will develop and maintain a computerized **Waiting List** that documents the needs of applicants with disabilities. The Section 504/ADA Coordinator will review, update and monitor the Waiting List on a monthly basis. The **Waiting List** will document the following:

- (i) date and time of each application;
- (ii) applicant's disability-related need for a UFAS-Accessible Unit, including required bedroom size;

- (iii) applicant's disability-related need for a unit with accessible features, including required bedroom size; and
  - (iv) any reasonable accommodation(s) requested by the applicant.
- d. **Interim Waiting List:** Until the development of the computerized *Waiting List* referenced in Paragraph IV. (E)(2)(c), above, within sixty (60) days of the effective date of this Agreement, SHA will develop and maintain an **Interim Waiting List** that documents the disability-related housing needs of SHA applicants and prioritizes the occupancy of the UFAS-Accessible or UFAS-Adaptable Units to SHA applicants who require the accessibility features of the units, according to the priorities set forth in the amended *Manual of Operations*. The Section 504/ADA Coordinator will review, update and monitor the Waiting List on a monthly basis. The **Waiting List** will document the following:
- (i) date and time of application;
  - (ii) applicant's disability-related need for a UFAS-Accessible Unit, including required bedroom size;
  - (iii) applicant's disability-related need for a unit with accessible features, including required bedroom size; and
  - (iv) any reasonable accommodation(s) requested by the applicant.

### 3. **Transfer Policy**

- a. SHA's proposed, amended *Manual of Operations*, referenced in Paragraph IV. (E)(1), shall also include amendments to its **Transfer Policies** as follows:
- (i) SHA will pay the reasonable moving-related expenses for residents with disabilities who require a transfer to another SHA unit or development as a reasonable accommodation;
  - (ii) SHA will pay the reasonable moving-related expenses for residents without disabilities who occupy a UFAS-accessible unit and are required to transfer to a vacant, non-accessible unit, upon notice by SHA that there is an eligible, qualified resident or applicant with disabilities who requires the accessible features of the resident's unit; and
  - (iii) transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS-Accessible Units will be centrally coordinated through SHA's Section 504/ADA Coordinator's Office.
- b. **Computerized Transfer List:** No later than July 2009, SHA will develop and maintain, using data collected from each SHA development, a computerized **Transfer List** that prioritizes the transfer of residents with disabilities over new admissions, according to the priorities set forth in the amended *Manual of Operations*. The Section 504/ADA Coordinator will review and monitor the Transfer List on a monthly basis. The **Transfer List** will document the following:
- (i) date and time of each transfer request;
  - (ii) name and address of resident(s) transferred;

- (iii) reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for an accessible unit or a unit with accessible features;
- (iv) current disposition of transfer request;
- (v) date of transfer; and
- (vi) name(s) of resident transferred out of a unit to accommodate a resident's disability per SHA's implementation of the Lease Addendum that requires a family without a resident with a disability to relocate to a vacant, non-accessible unit, at SHA's expense.

c. **Interim Transfer List:** Until the development of the computerized *Transfer List* referenced in Paragraph IV. (E)(3)(b), above, within sixty (60) days of the effective date of this Agreement, SHA will develop and maintain an **Interim Transfer List** that prioritizes the transfer of residents with disabilities over new admissions, according to the priorities set forth in the amended *Manual of Operations*. The Section 504/ADA Coordinator will review, update and monitor the Transfer List on a monthly basis. The **Interim Transfer List** will document the following:

- (i) date and time of each transfer request;
- (ii) name and address of resident(s) transferred;
- (iii) reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for a UFAS-Accessible unit or a unit with accessible features;
- (iv) current disposition of transfer request;
- (v) date of transfer; and
- (vi) name(s) of resident transferred out of a unit to accommodate a resident's disability per SHA's implementation of the Lease Addendum that requires a family without a resident with a disability to relocate to a vacant, non-accessible unit, at SHA's expense.

#### 4. **Reasonable Accommodation**

- a. SHA's proposed, amended *Manual of Operations*, submitted under Paragraph IV. (E)(1), above, shall amend the SHA's Reasonable Accommodation Policy and Procedures to:
  - (i) revise the *Location Accommodations* provisions to require SHA to pay the reasonable moving-related expenses for residents with disabilities who require a transfer to another SHA development as a reasonable accommodation;
  - (ii) revise the *Location Accommodations* provisions to require SHA to pay the reasonable moving-related expenses for residents without disabilities who occupy a UFAS-Accessible Unit and are required to transfer to a vacant, non-accessible unit, upon notice by SHA that there is an eligible, qualified resident or applicant with disabilities who requires the accessibility features of the resident's unit; and
  - (iii) revise the *Verification of Disability and Verification of Need* form to remove the request for information from the third-party verification source regarding the "nature and extent of the above named person's disability"; and

- (iv) advise that SHA will either directly provide moving services, or reimburse residents for reasonable moving-related expenses, for residents with disabilities who are required to transfer to a UFAS-Accessible unit as a reasonable accommodation.
- b. Within thirty (30) days of the implementation of the Reasonable Accommodation provisions referenced in Paragraph IV. (E)(4), SHA's Section 504/ADA Coordinator will centralize SHA's reasonable accommodation process for applicants, residents, and members of the public who participate in SHA programs. This centralization shall ensure that SHA's developments and Maintenance staff coordinate SHA's response to reasonable accommodation requests and provide timely responses to reasonable accommodation requests.
- c. **Reasonable Accommodation Log – Section 504/ADA Coordinator:** Within thirty (30) days of the implementation of the Reasonable Accommodation Policy referenced in Paragraph IV. (E)(4), SHA's Section 504/ADA Coordinator will develop and maintain a **Reasonable Accommodation Log** that documents each reasonable accommodation request. The Section 504/ADA Coordinator's **Reasonable Accommodation Log** will document the following:
  - (i) date of the reasonable accommodation request;
  - (ii) the accommodation requested;
  - (iii) the reason for the request;
  - (iv) date of approved accommodation request(s), including implementation date(s);
  - (v) date and reason(s) for accommodation request denial(s);
  - (vi) if applicable, the date and reasons for modifications to the requested accommodation(s);
  - (vii) if appealed, the decision by SHA's 504/ADA Committee, including date of the decision; and
  - (viii) if appealed, the decision by the SHA's 504/ADA Appeals Committee, referenced in Paragraph IV. (E)(4)(a)(i), above, including date of decision.
- d. **Reasonable Accommodation Log - Senior Property Managers:** Within thirty (30) days of the implementation of the Reasonable Accommodation Policy referenced in Paragraph IV. (E)(4), each SHA Senior Property Manager will maintain a Reasonable Accommodation Log to document and track each reasonable accommodation request. The Senior Property Manager's Reasonable Accommodation Log will include documentation regarding:
  - (i) date of the reasonable accommodation request;
  - (ii) the accommodation requested;
  - (iii) the reason for the request;
  - (iv) date of approval or denial of the request, including changes made in the requested accommodation(s); and
  - (v) date the Senior Property Manager referred the recommended denial to SHA's Section 504/ADA Coordinator for processing and disposition.
- e. No later than two (2) business days after a Senior Property Manager has denied a request for reasonable accommodation(s), the Senior Property Manager shall forward a copy of the reasonable accommodation request(s) and the denial to SHA's Section 504/ADA Coordinator for review and further processing and disposition.

## 5. Pet Policy

- a. SHA's proposed, amended *Manual of Operations*, referenced in Paragraph IV. (E)(1), shall amend its ***Pet Policy Lease Rider*** as follows:
  - (i) ensure that applicants and residents with disabilities who require *Assistance Animals* for their disability will not be required to submit training certification for the requested *Assistance Animal*.
- b. Upon adoption of the amended *Manual of Operations*, SHA shall continue to include the amended ***Pet Policy Lease Rider*** as a part of the lease by reference. SHA will provide the ***Pet Policy Lease Rider*** to each applicant at the time of lease signing or to each resident during annual recertification.

## 6. Lease Addendum

- a. SHA's proposed, amended *Manual of Operations*, referenced in Paragraph IV. (E)(1), shall amend its **Lease Addendum**, to require residents without a disability who occupy a UFAS-Accessible Unit to relocate to a vacant, non-accessible unit, at SHA's expense, within thirty (30) days of notice by SHA that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit.
- b. Effective immediately upon the implementation of the amended *Manual of Operations*, referenced in Paragraph IV. (E)(1), SHA shall enforce the provisions of the amended Lease Addendum referenced in Paragraph IV. (E)(6)(a).

## 7. Effective Communication

- a. SHA's proposed, amended *Manual of Operations* submitted under Paragraph IV. (E)(1), above, shall include an *Effective Communication Policy* that sets forth the steps that the SHA will take to ensure effective communication with applicants, residents, employees and members of the public. *See* 24 C.F.R. § 8.6.
  - (i) The *Effective Communication Policy* will ensure that interested persons, including persons with hearing, visual or cognitive disabilities, can obtain information concerning the existence and location of accessible services, activities, and facilities;
  - (ii) the amended *Manual of Operations* shall include revisions to the *Interpreting Services* provisions, referenced in Paragraph E of SHA's *Manual of Operations*, to clarify that individuals are not required to provide and/or pay for their own interpreters;
  - (iii) the *Effective Communication Policy* will also ensure that SHA shall furnish appropriate auxiliary aids and services, where necessary, to afford an individual with disabilities an equal opportunity to participate in the SHA's programs, services and activities. In determining what auxiliary aids are necessary, the SHA shall give primary consideration to the requests of the individual with

disabilities unless doing so would result in a fundamental alteration of the SHA's programs or activities, or an undue financial and administrative burden; and

- (iv) the *Effective Communication Policy* will ensure that residents and applicants are aware of alternative, non-written methods to request a reasonable accommodation and the availability of forms and information in alternative formats.

## 8. **HOPE VI Policy Review**

- a. Within thirty (30) days of the effective date of this Agreement, SHA shall provide a copy of this Agreement to each of its HOPE VI managers;
- b. **Letter to HOPE VI Management Agents:** Within thirty (30) days of the effective date of this Agreement, SHA shall send a letter to each of its HOPE VI managers instructing each to review their policies for compliance with Section 504 and this Agreement. The letter shall instruct each HOPE VI manager to submit, within forty-five (45) days of the effective date of this Agreement, the documents and policies listed below to SHA's Section 504/ADA Coordinator:
  - (i) Application;
  - (ii) Admissions and Occupancy policies and procedures;
  - (iii) Transfer policies and procedures, including transfer procedures for transferring residents with mobility disabilities into UFAS-accessible units;
  - (iv) Reasonable accommodation policies and procedures, including related forms;
  - (v) Effective Communication Policy;
  - (vi) Assistance Animal/Pet Policy;
  - (vii) Lease/Lease Addendum;
  - (viii) Grievance Policy/Procedures; and
  - (ix) Any other documents requested by SHA to effectuate its review
- c. No later than ninety (90) days after the effective date of this Agreement, SHA's Section 504/ADA Coordinator shall review these documents and policies referenced in Paragraph IV. (E)(8)(b) and submit to HUD copies of the policies and an analysis of those provisions which require amendment to conform with the requirements of Section 504, the amended *Manual of Operations* referenced in Paragraph IV. (E)(1) and this Agreement;
- d. No later than one hundred twenty (120) days after the effective date of this Agreement, SHA provide HUD with drafts of the amended HOPE VI policies and shall meet with HUD to review any policy provisions that the HOPE VI managers revise to be in compliance with the requirements of Section 504 and this Agreement;
- e. SHA shall require its HOPE VI managers to modify its policies to bring the HOPE VI policies into compliance with the terms of applicable Section 504/ADA regulations and this Agreement, as soon as possible and no later than sixty (60) days after HUD informs SHA's Section 504/ADA Coordinator of the necessary policy/procedure modifications. SHA shall provide HUD with copies



of the final, amended HOPE VI policies within thirty (30) days of implementation.

9. **Reporting Requirements**

a. SHA shall develop and submit quarterly reports that track the implementation of the provisions of the amended *Manual of Operations*, referenced in Paragraph IV. (E)(1), above, and the policies and procedures revised pursuant to Paragraphs IV. (E)(1)-(8) of this Agreement, as follows:

(i) **Transfer & Occupancy Policies and Lease Agreement:** Data showing: (1) each transfer of a resident without disabilities out of a UFAS-Accessible Unit; (2) each admission of an applicant with disabilities into a UFAS-Accessible Unit; (3) each transfer of a resident with disabilities into a UFAS-Accessible Unit; (4) the occupancy of UFAS-Accessible Units by residents with disabilities; (5) the occupancy of UFAS-Accessible Units by residents without disabilities; (6) the number of applicants on SHA's waiting lists who require UFAS-Accessible Units; (7) the number of residents on SHA's transfer list(s) who require UFAS-Accessible Units; and (8) the total number of UFAS-Accessible Units specifying the number that are vacant and the number occupied by residents who do not require the accessible features of the unit.

(ii) **Reasonable Accommodation Policy:** A Reasonable Accommodation Report that includes a narrative description of each reasonable accommodation request, including: (1) resident's name and specific reasonable accommodation request(s); (2) current address, including bedroom size; (3) date of the reasonable accommodation request(s); (4) required bedroom size; (5) resident's preference to remain in current unit pending resolution of reasonable accommodation request(s) or transfer to an alternate, accessible unit that meets their disability-related need(s); (6) if the request was rejected or changes made in the requested accommodation(s), including date(s); (7) documentation reflecting the current pending status and anticipated date(s) for the implementation of the requested reasonable accommodation(s); (8) final date and disposition of the requests; (9) anticipated transfer date, if applicable; and (10) address, including bedroom size, of the proposed transfer unit, if applicable.

F. **Occupancy, Transfer And Waiting List Review And Remediation Plans**

1. **SHA Independent Review**

SHA shall conduct an independent review of SHA's Occupancy, Transfer and Waiting List procedures, including SHA's HOPE VI developments. The Department may conduct on-site file and record reviews in order to verify SHA's review findings. The review shall include the following:

- a. Waiting Lists;
- b. Transfer Lists for residents requesting a transfer to a UFAS-Accessible Unit; and
- c. Occupancy of UFAS-Accessible Units

2. **Transfer and Waiting List Reviews**

Within sixty (60) days of the effective date of this Agreement, SHA shall conduct and submit to HUD an internal review of SHA's Transfer and Waiting Lists and submit the

review results to HUD for its review. HUD will approve, or provide comments, on SHA's Waiting and Transfer List reviews within thirty (30) days of receipt. HUD will conduct on-site file and record reviews to verify SHA's review findings.

### 3. **Transfer Review**

The **Transfer Review** will analyze current residents with mobility disabilities on the Transfer Lists who require UFAS-Accessible Units and who requested a transfer to such a unit, including the date of the transfer request. The **Transfer Review**, referenced in Paragraph IV. (F)(1)(b), will provide and analyze the following for each development:

- a. **Transfer List**: Current transfer lists of residents with mobility disabilities who require UFAS-Accessible Units, including: (a) resident's name; (b) current address, including bedroom size; (c) initial transfer request date; (d) required bedroom size; and (e) disability-related need for a UFAS-Accessible Unit.

### 4. **Waiting List Review**

- a. The **Waiting List Review** will analyze, by date of application, applicants with mobility disabilities who requested a UFAS-Accessible Unit. The Waiting List Review shall provide a list of all applicants on the **Waiting Lists** who require a UFAS-Accessible Unit with the current status of each active application for each development as follows:

- (i) applicant's name;
- (ii) current address;
- (iii) initial application date;
- (iv) date the applicant updated their application to indicate the need for a UFAS-Accessible Unit, if applicable;
- (v) required bedroom size;
- (vi) application status;
- (vii) if applicable, date the applicant was determined to be eligible for a UFAS-Accessible Unit;
- (viii) disability-related need for a UFAS-Accessible Unit;
- (ix) if a UFAS-Accessible Unit was not available, documentation regarding the unit(s) and reasonable accommodation offer(s) made to the applicant at the time the applicant reached the top of the waiting list; and
- (x) any accommodation requested by the individual.

### 5. **Occupancy Reviews**

Within thirty (30) days of HUD's approval of the Transfer and Waiting List Reviews, referenced in Paragraphs IV. (F)(2)-(4), above, SHA shall conduct a review of the occupancy of UFAS-Accessible Units and submit the review results to HUD. HUD will approve, or provide comments, on SHA's Occupancy Reviews within thirty (30) days of receipt. HUD may conduct on-site file and record reviews to verify SHA's findings.

- a. **Occupancy Review**: The **Occupancy Review** will analyze the current occupancy of each UFAS-Accessible Unit to determine the current occupancy, by move-in date, by either: (1) residents with mobility disabilities who require the accessibility features of the UFAS-Accessible Units; or (2) residents without mobility disabilities who currently occupy and do not require the features of the UFAS-Accessible Units. The **Occupancy Review** will provide the following:

- (i) list of each UFAS-Accessible Unit, by unit address, including the occupying resident's name, move-in date, disability status and need for accessible features of the unit;
- (ii) list of each vacant, UFAS-Accessible Unit, including date of vacancy; and
- (iii) where applicable, for current occupants who do not require the accessibility features of the UFAS-Accessible Unit, documentation regarding whether the resident signed a Lease Agreement requiring the resident to move from the UFAS-Accessible Unit upon notice by SHA that an applicant or resident with disabilities requires the accessibility features of the UFAS-Accessible Unit.

**6. Remediation Plans to Address the Needs of Applicants and Residents who Require UFAS-Accessible Units**

- a. If SHA identifies qualified, eligible applicants or residents with mobility disabilities who require and requested a UFAS-Accessible Unit and who have not received a UFAS-Accessible Unit, SHA will develop a Remediation Plan to address the needs of these individuals as outlined below:
- b. **Transfer and Waiting List Remediation Plan:** Within thirty (30) days of HUD's approval of SHA's Transfer and Waiting List reviews, referenced in Paragraphs. IV. (F)(1)-(4), above, SHA shall submit a proposed **Transfer and Waiting List Remediation Plan** to HUD for its review and approval. HUD will provide its approval, or comments, within thirty (30) days of receipt. SHA will commence implementation of the **Transfer and Waiting List Remediation Plan** within thirty (30) days of HUD's approval;
- c. The **Transfer and Waiting List Remediation Plan** will describe SHA plans to expeditiously meet the needs of qualified, eligible applicants and residents with disabilities identified pursuant to the Transfer and Waiting List Reviews and who have not been assigned to a UFAS-Accessible Unit. The **Transfer and Waiting List Remediation Plan** will describe, for each identified applicant or resident, SHA's plans to transfer the applicant or resident into a UFAS-Accessible Unit pursuant to the transfer of residents from UFAS-Accessible Units who do not need the accessibility features of the unit as identified pursuant to SHA's Occupancy Remediation Plan, described in Paragraph IV. (F)(7), below;
- d. The **Transfer and Waiting List Remediation Plan** will include the following for each applicant and resident with disabilities identified pursuant to the Transfer and Waiting List Reviews, referenced in Paragraph IV. (F)(1)-(4):
  - (i) applicant or resident's name and current status;
  - (ii) applicant or resident's current address;
  - (iii) required bedroom size;
  - (iv) date of initial transfer request or application date;
  - (v) anticipated date of offer of UFAS-Accessible Unit, if applicable;
  - (vi) anticipated occupancy of UFAS-Accessible Unit, if applicable;
  - (vii) address of UFAS-Accessible Unit offered to the applicant or resident, if applicable;
  - (viii) other pertinent information concerning anticipated transfer or offer of a UFAS-Accessible Unit; and

- (ix) specific information detailing the reason(s) for each applicant or resident identified pursuant to the Transfer and Waiting List Reviews who will not be housed within one (1) year of the effective date of this Agreement.

7. **Occupancy Remediation Plan:**

Within thirty (30) days of HUD's approval of SHA's Occupancy reviews referenced in Paragraph IV. (F)(5), SHA will submit a proposed **Occupancy Remediation Plan** to HUD for its review and approval. HUD will provide its approval, or comments, within thirty (30) days of receipt.

- a. The **Occupancy Remediation Plan** will set forth SHA **Occupancy Remediation Plan** to transfer each resident who is currently residing in a UFAS-Accessible Unit and who does not need the features of the current unit into a vacant, non-accessible unit in order to offer the applicants and residents identified pursuant to the Transfer and Waiting List Reviews referenced in Paragraphs IV. (F)(1)-(4), above, a UFAS-Accessible Unit.
- b. For each UFAS-Accessible Unit occupied by a resident who does not require a UFAS-Accessible Unit, the **Occupancy Remediation Plan** will include the following:
  - (i) resident's name,
  - (ii) current address & development;
  - (iii) required bedroom size;
  - (iii) names of applicants and residents with disabilities identified pursuant to the Transfer and Waiting List Reviews referenced in Paragraphs IV. (F)(1)-(4), above, who require the UFAS-Accessible Unit in the same bedroom size;
  - (iv) whether the resident signed a Lease Agreement, including date, requiring the resident to relocate to a vacant, non-accessible unit upon notice that a resident or applicant requires the accessibility features of the resident's UFAS-Accessible Unit;
  - (v) anticipated transfer date; and
  - (vi) address, including bedroom size, of proposed transfer unit.

G. **Publication And Notice**

- 1. Alternate Formats: SHA will provide all notices, correspondence and/or communications, disseminated as described in Paragraph IV. (G) in an alternate format, upon request. *See* 24 C.F.R. § 8.6.
- 2. Within thirty (30) days of the effective date of this Agreement, SHA shall provide a copy of this Agreement to all SHA Executive Staff, SHA's VCA Administrator, Section 504/ADA Coordinator, SHA Managers, and each duly elected Resident's Council or resident organization.
- 3. **Employee Notification-Terms of the VCA**
  - a. Within thirty (30) days of the effective date of this Agreement, the VCA Administrator shall distribute a letter describing the terms of the VCA to all current SHA employees, including contract employees. The letter will provide: (1) a summary of the general provisions of this Agreement; (2) the policy and operational

changes that SHA will be making to implement this Agreement; and (3) SHA's responsibilities to comply with civil rights laws and regulations set forth in this Agreement, including Section 504, Title II of the ADA and the Fair Housing Act, including the responsibility to provide reasonable accommodation(s) to persons with disabilities.

- b. Within ten (10) days of the entry date of each new SHA employee, SHA shall provide the new employee or contract employee a copy of the letter referenced in Paragraph IV. (G)(3)(a) above.
- c. SHA shall maintain a signed and dated receipt for each current and new SHA employee and contract employee that verifies that the individual received the letter referenced in Paragraph IV. (G)(3)(a) above. SHA shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.

4. **Employee Notification – Occupancy, Transfer, Application, Reasonable Accommodation, Pets/Assistance Animals, Lease Addendum, Effective Communication and Grievance Policies**

- a. Within thirty (30) days of the implementation of the amended *Manual of Operations*, as referenced in Paragraph IV. (E)(1), the VCA Administrator shall distribute to all current SHA employees, including contract employees, information concerning how SHA will implement its new policies concerning reasonable accommodation, occupancy, transfer, application, grievance, lease addendum, effective communication and assistance animals. This information shall consist of a copy of these policies as well as a letter explaining how SHA will implement the policies.
- b. Within ten (10) days of the entry date of each new SHA employee, SHA shall provide the new employee or contract employee a copy of the information referenced in Paragraph IV. (G)(2)(a) above.
- c. SHA shall maintain signed and dated receipts for each current and new SHA employee or contract employees that verify that the individual received this information. SHA shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.

5. **Reasonable Accommodation, Occupancy, Transfer, Lease Addendum, Pet, Effective Communication and Grievance Policies: Resident and Applicant Notification**

- a. Within thirty (30) days of the implementation of the amended *Manual of Operations*, as referenced in Paragraph IV. (E)(1) above, SHA shall commence distribution of the revised Reasonable Accommodation, Transfer, Grievance, Pet and Effective Communication Policies to each applicant or the applicant's designee at the time of application and lease signing, and to each resident or the resident's designee during annual re-certification.
- b. Within ten (10) days of the implementation of the amended *Manual of Operations*, as referenced in Paragraph IV. (E)(1) above, SHA shall post copies of the amended policies in all SHA site management offices, as well as in SHA's Porchlight Office and other places where applications are available.

- c. Within fifteen (15) days following the completion of SHA staff training referenced in Section IV. (H) below, SHA shall disseminate to each head of household or the designee, a notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation, Pet, Effective Communication and Grievance Policies/Procedures. SHA will send the letter by U.S. Postal Service, first class pre-paid.
- d. For the duration of this Agreement, SHA shall provide a refresher notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation, Transfer, Pet, Effective Communication and Grievance Policies to each head of household, or the resident's designee, at the time of annual re-certification. SHA shall also continue to provide copies of the Reasonable Accommodation, Transfer, Pet, Effective Communication and Grievance Policies to each head of household, or the resident's designee, at the time of annual re-certification.

## **H. Employee Education and Training**

### **1. General:**

- a. SHA shall train its current and new employees with respect to SHA's duties, responsibilities and procedures under this Agreement, as well as applicable civil rights statutes;
- b. Within sixty (60) days of the effective date of this Agreement, SHA shall submit a proposed educational program to HUD for its review and approval. The proposed educational plan will include a written curriculum, objectives and training schedule. HUD will provide its review, or approval, within thirty (30) days of receipt;
- c. The proposed educational program will include: (i) a comprehensive description of the required training; (ii) a curriculum that is a minimum seven (7) hours in length; (iii) the proposed schedule for the training sessions; and (iv) the name, resume and/or curriculum vitae of each proposed trainer. The proposed trainers may include fair housing specialists/contractors, private fair housing agency staff and/or disability rights advocates with expertise in training and addressing the needs of persons with disabilities. The trainers will also include SHA professional and management staff to address the procedural and operational aspects of this Agreement. SHA shall videotape the initial training conducted for current employees as referenced in this Paragraph and Paragraph IV. (H)(2), below, for subsequent training of new employees; and
- d. The VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement.

### **2. Current Employees:**

- a. The educational program shall be provided to SHA employees involved with the admissions, occupancy and transfer of applicants and residents, and maintenance of properties, including, but not limited to, principal and administrative staff, project managers, housing managers, housing assistants, maintenance staff,

application/occupancy specialists, and other admissions personnel. The training will provide notice of SHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations;

- b. Within one hundred twenty (120) days of receipt of HUD's approval of the educational program, SHA shall complete all training for the current SHA employees. SHA shall videotape the training for use in subsequent trainings for new SHA employees; and
- c. SHA will invite SHA's Board of Commissioners and the Residents' Council to participate in the training.

**3. New Employees:**

- a. Within sixty (60) days of each new SHA admissions, occupancy and transfer, and maintenance employee's entry date of service, SHA shall provide the videotaped HUD-approved educational program addressing the critical aspects referenced in Paragraphs IV. (H)(1)(c) and (H)(2), above, in conjunction with on-site, in-person SHA employees who will supplement the videotaped training with interactive training for new employees, including role-playing scenarios;
- b. The training will inform the new SHA admissions, occupancy and transfer, and maintenance employees of SHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations.

**4. Additional Training:**

- a. For the duration of this Agreement, in addition to the training for SHA admissions, occupancy and transfer, and maintenance employees as referenced in Paragraphs IV. (H)(2) and (3), above, SHA will provide additional training to SHA Admissions Staff, Occupancy Staff and Resident Managers. The annual, three (3) hour refresher course training will reiterate SHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations.
- b. For the duration of this Agreement, in addition to the training referenced in Paragraphs IV. (H)(2) and (3), above, SHA will provide additional training to SHA Maintenance Staff. The annual, three (3) hour refresher course training will reiterate SHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, including emphasis on the accessibility requirements of UFAS and the ADA Accessibility Standards.

## V. REPORTING AND COMPLIANCE REQUIREMENTS

- A. For the purpose of this Agreement, if the reporting day falls on a weekend or a Federal holiday, the report will be due the first business day after the weekend or holiday.
- B. For the purpose of this Agreement, the reporting materials must be mailed to the following:
- (1) Carl Brown, Acting Director  
Office of Fair Housing and Equal Opportunity, Region X, Seattle Federal Office Building, 909 First Avenue, Room 205, Seattle Washington, 98104-1000.
- with complete copies to:**
- (2) Mr. Harlan Stewart, Director  
Office of Public Housing, Seattle Federal Office Building, 909 First Avenue, Room 205, Seattle Washington, 98104-1000 and
  - (3) Mr. Bryan Greene, Deputy Assistant Secretary for Enforcement and Programs  
Office of Fair Housing and Equal Opportunity, 451 7<sup>th</sup> Street S.W.,  
Room # 5204, Washington, D.C. 20410-2000.

### Quarterly Reports

SHA shall submit quarterly reports to HUD. For purposes of this Agreement, the first quarterly report shall be due on April 1, 2008 and cover activity from the effective date of the Agreement through March 2008. Thereafter, the reports will be due at quarterly intervals for the duration of this Agreement, e.g., on July 2008; October 2008, January 2009, etc. and report on the status of activities in the quarter ending as of March 2008; June 2008; September 2008; December 2008, etc. for the duration of the Agreement..

## VI. RECORDKEEPING REQUIREMENTS

- A. During the term of this Agreement, SHA shall maintain records, including those required under HUD program regulations, which disclose all individuals who apply for public housing assistance and the manner in which each application is resolved.
- B. During the term of this Agreement, SHA shall maintain all SHA resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination, along with any and all material relating to SHA's implementation of the Section 504 and ADA requirements of this Agreement.
- C. During the term of this Agreement, SHA shall maintain files containing documentation of its efforts to meet the following obligations of this Agreement: (1) UFAS-Accessible Unit Plan; (2) Non-Housing Program Accessibility Plan; (3) employee and resident notifications; and (4) employee education attendance.



- D. During the term of this Agreement, SHA shall maintain copies of all disability-related complaints, claims, grievances, investigative records, and requests for reasonable accommodations and all review materials and documents related to the reasonable accommodation requests, including grievance process materials.
- E. Beginning one (1) year after the effective date of this Agreement, SHA shall provide an annual report on the disposition of the disability-related complaints, claims, grievances, and requests for reasonable accommodation(s) referenced in Paragraph VI. (D), above. Upon request, SHA also will make these records available for inspection to appropriate Department employees.

## VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

- A. HUD will monitor SHA's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and SHA will meet at least quarterly to discuss SHA's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with SHA's Executive Director, Voluntary Compliance Agreement Administrator, Section 504/ADA Coordinator and/or other appropriate SHA personnel, with notice to the Executive Director, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. Prior to the expiration of any timeframe in this Agreement, SHA may submit a request for any extension supported by documentation of good cause. The Department shall consider the reasonable extension requests.
- C. In the event that SHA fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD.
- D. If SHA (hereinafter "the Affected Party") is prevented from performing its obligations under this Agreement by *force majeure*, such failure shall not constitute a default hereunder and the Affected Party's non-performance shall be excused during the continuance of the *force majeure* act or event and for the reasonable time period thereafter that the continuing effects of the act or event creating the *force majeure* continues to prevent performance, if the Affected Party promptly notifies the Department in writing of the commencement of the *force majeure* act or event and thereafter of the termination of the lasting effects of the *force majeure* that have prevented performance. For purposes of this Agreement, *force majeure* means any extraordinary act or event (including a terrorist act, flood, hurricane, other severe adverse weather condition, war, strike, fire, casualties to key personnel or substantial reduction in HUD funding beyond annual fluctuations in the Department's funding) that prevents the Affected Party from performing its obligations hereunder and which is: (i) beyond the reasonable control and not arising out of the fault of the Affected Party; and (ii) the Affected Party has been unable to overcome the effects of such *force majeure* act or event by the exercise of due diligence and the utilization of reasonable efforts, skill and care.

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

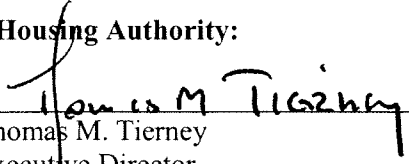
## **VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT**

- 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 SHA 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 SHA has not satisfactorily resolved the findings of non-compliance, the Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement.
1. Any act(s) or omission(s) by an SHA employee who violates the terms of this Agreement may serve as grounds for HUD's imposing debarment, as set forth in 24 C.F.R. § 24.800; suspension, as set forth in 24 C.F.R. § 24.700; or limited denial of participation, as set forth in 24 C.F.R. § 24.1100 for that employee.
  2. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's declaring a breach of the annual contributions contract (ACC) with respect to some or all of SHA's functions.
  3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's withholding some or all of SHA's Capital Fund Program funding. 24 C.F.R. § 968.335.
  4. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to deny SHA high performer status. 24 C.F.R. § 901.115(e).
  5. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
  6. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.
  7. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.

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

**IX. SIGNATURES**

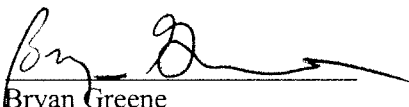
**Seattle Housing Authority:**

  
Thomas M. Tierney  
Executive Director

Date

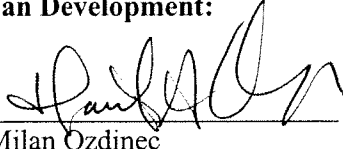
11/12/07

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

  
Bryan Greene  
Deputy Assistant Secretary for  
Enforcement and Programs  
Office of Fair Housing and  
Equal Opportunity

Date

11/30/2007

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

Date

11/29/07

**SEATTLE HOUSING AUTHORITY**  
**LIST OF PROPERTIES [as of October 19, 2007]**

<b>PROJECT NAME</b>	<b>UNIT COUNT</b>
Ballard	79
Barton	90
Beacon	108
Bell Tower	119
Cal Mor	75
Capital Park	125
Cedarvale House & Village	142
Center Park	137
Center West	91
Denice Hunt Townhomes	10
Denny	221
Greenlake	130
Harvard	80
High Point	200
Holly Court	97
International	100
Jackson Park House & Village	112
Jefferson Terrace	299
Lake City House & Village	115
Lictonwood	81
Longfellow Creek	30
Meadowbrook View	6
New Holly	400
Olive Ridge	106
Olympic West	75
Queen Anne Heights	52
Rainier	125
Ross	100
Roxbury Replacement Units	15
Roxbury Townhomes	9
Stewart	74
Stoneview Village	12
Stoneview Phase II	7
Tri Court	87
University House	101
University West	113
Westwood Heights	130
West Town	59
Wisteria Court	20
Yesler	561
Scattered Sites	759
<b>TOTAL</b>	<b>5252</b>