

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

**MIAMI-DADE COUNTY
BY AND THROUGH ITS DEPARTMENT
MIAMI-DADE HOUSING AGENCY**

MIAMI-DADE COUNTY

VOLUNTARY COMPLIANCE AGREEMENT

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MIAMI-DADE COUNTY
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I. INTRODUCTION

Miami-Dade County (the County), a political subdivision of the State of Florida, is the public housing authority in this jurisdiction. The County, by and through the Miami-Dade Housing Agency (MDHA or the Agency), 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, community programs and day care facilities. *See* MDHA's List of Properties, attached as **Appendix A**. The County 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 the MDHA's projects, in part, through the provision of operating subsidies, capital funding (including the Comprehensive Grant Program (CGP), the Comprehensive Improvement Assistance Program (CIAP), Capital Fund Program (CFP), Public Housing Drug Elimination Program (PHDEP), and the HOPE VI revitalization grants).

The County and MDHA are subject to Federal civil rights laws and regulations. *See* Section 504 of the Rehabilitation Act of 1973 (Section 504)¹; Title II of the Americans with Disabilities Act of 1990 (ADA)²; the Fair Housing Act of 1968, as amended (Fair Housing Act)³; the Architectural Barriers Act of 1968⁴; Section 109 of the Housing and Community Development Act of 1974 (Section 109)⁵; and the respective implementing regulations for each Act. *See* also HUD's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as the relevant contractual provisions of the MDHA's Annual Contributions Contract (ACC) with HUD.

¹ 29 U.S.C. § 794; 24 C.F.R. Part 8.

² 42 U.S.C. §§ 12101 *et seq.*

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

⁴ 42 U.S.C. §§ 4151-4157.

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

During the week of February 23-27, 2004, the Department conducted a compliance review under the authorities of Section 504 and Title II of the ADA. The Department reviewed MDHA's programs, services and activities. The Department's review included a review of MDHA's application and admissions process; tenant selection and assignment policy and process; the designated accessible housing units, including common areas; and, housing and non-housing programs and activities. In addition, the Department conducted an accessibility review of the MDHA's Main Administration Building and Administration Building "F"; the Application and Leasing Center; the Private Rental Housing Division; and, the Adker Consent Decree Mobility Pool Office. The Department's review also included an examination of MDHA's waiting lists, resident applications, and reasonable accommodation requests. In addition, the Department reviewed MDHA's current policies and procedures, including MDHA's Admissions and Continued Occupancy Policy (ACOP 2003) and the Reasonable Accommodation, Transfer and Occupancy Policies. Finally, the Department conducted interviews with MDHA residents and staff.

HUD's review revealed deficiencies related to the physical accessibility of the common areas and individual housing units, as well as deficiencies in MDHA's current policies and procedures. On July 8, 2004, the Department issued its preliminary Letter of Findings of Non-Compliance (LOF) with Section 504 and Title II of the ADA.

The MDHA agrees to enter into this Voluntary Compliance Agreement ("Agreement" or "VCA") in order to address the issues raised in the Department's preliminary LOF; and, in order to comply with its responsibilities under Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations.

II. DEFINITIONS

Accessible – When used with respect to the design, construction, or alteration of housing and non-housing programs, "accessible" means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS) and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards), meets the minimum standards for compliance and is accessible. *See* 24 C.F.R. §§ 8.3; 8.32; Appendix A to 24 C.F.R. § 40; and Appendix A to 28 C.F.R. § 36. In addition, 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* 24 C.F.R. § 100.205. *See also* **Appendix E** for the UFAS and ADA Standards.

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 definition of "Dwelling Unit" and "Non-Housing Programs".)

Adaptable – 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.

Administrative Offices – The MDHA's Main Administration Building, Administration Building "F"; the Application and Leasing Center and the Private Rental Housing Division Office.

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.

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 MDHA-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.

Miami-Dade County – The officers, directors, agents (including contract employees), private management agents/companies, employees and successors or assigns of Miami-Dade County.

MDHA – The Miami-Dade Housing Agency, a department of Miami-Dade County.

Non-Housing Programs - All or any MDHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. A Non-Housing Program includes, but is not limited to, common areas, entrances, elevators, the MDHA on-site offices (excluding MDHA’s Main Administrative Office Building, Administration Building “F”, the Application and Leasing Center, and the Private Rental Housing Division, which are defined separately as “Administrative 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 the MDHA, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in MDHA’s housing programs. To the extent that entrances, elevators, and common areas provide accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

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

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

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 public housing units published in HUD’s Public and Indian Housing Information Center (PIC) as of August 2004, adjusted for HUD-approved demolition and disposition and as reflected in **Appendix A**.

UFAS – 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. In addition to the UFAS requirement at § 4.34(15)(c), all sleeping areas must be on an accessible route; and, when more than one bathroom is provided in a housing unit, additional bathrooms must be accessible, unless structural alterations are impractical or would create an undue financial and administrative burden. [*See* Notice PIH 2003-31 (HA), issued November 26, 2003, attached as **Appendix B**.] The accompanying Non-Housing Programs must also be accessible unless MDHA 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.

III. GENERAL PROVISIONS

- A. This Voluntary Compliance Agreement applies to all Federally funded projects, related facilities, and programs or activities that the County through MDHA, its agents, successors, and assigns or beneficiaries own, control, operate or sponsor. This Agreement also applies to MDHA’s public housing units in HOPE VI revitalization projects and their scattered site units.
- B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of the County and HUD. This Agreement shall remain in effect until the County through MDHA has satisfactorily completed the provisions set forth in this Agreement; or, for a minimum of six (6) years after the effective date of this Agreement, whichever is later.
- C. MDHA’s Annual and Five Year Plans must be consistent with the requirements of this Agreement. MDHA 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; and planning and completion (including reservation of sufficient funding) of modifications to housing units, MDHA’s Administrative Offices and MDHA’s Non-Housing Programs, in order to provide accessibility for persons with disabilities.
- D. The Department will monitor MDHA’s implementation of this Agreement and may amend the Agreement if the Department determines that MDHA’s Needs Assessment, referenced in

Paragraph IV. (E) of this Agreement, supports an increased need above the total number of UFAS-Accessible Units referenced in Paragraph IV. (C)(1)(a).

- E. This Agreement will serve as MDHA'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).
- F. 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.
- G. This Agreement does not affect the ability of HUD or MDHA to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- H. 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. The MDHA shall provide a copy of this Agreement to any person upon request.
- I. The MDHA shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with MDHA's Freedom of Information Act and Privacy Act procedures. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- J. Notwithstanding any notice or consultation requirements of this Agreement, MDHA 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.
- 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 MDHA'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 civil rights statutes.
- M. This Agreement does not affect any requirements for MDHA to comply with all requirements of Section 504, the ADA, and/or the Fair Housing Act not addressed in this Agreement.
- N. The MDHA shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.
- O. This Agreement and the requirements herein are controlling in the event that a court orders the MDHA to provide a lesser number of units accessible to individuals with disabilities than the requirements stated in this Agreement, and HUD is not a party to the litigation.

IV. SPECIFIC PROVISIONS

A. VOLUNTARY COMPLIANCE AGREEMENT ADMINISTRATOR

1. Within thirty (30) days of the effective date of this Agreement, the MDHA will appoint an Acting Voluntary Compliance Agreement (VCA Administrator).
2. Within one hundred twenty (120) days of the effective date of this Agreement, MDHA shall hire a VCA Administrator. The VCA Administrator will report directly to the Executive Director of the MDHA. The VCA Administrator will be responsible for coordinating all compliance activities under this Agreement and shall serve for the duration of the VCA.
3. The VCA Administrator will be responsible for the following: (a) implementation of the provisions of this Agreement; (b) submission of all reports, plans and records as required by this Agreement; and (c) coordination of the activities of the MDHA personnel who will assist the VCA Administrator in implementing this Agreement. The MDHA shall commit sufficient resources so that the VCA Administrator can successfully accomplish these objectives.
4. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, the MDHA shall immediately designate an Acting VCA Administrator within fourteen (14) days of the resignation or termination of the VCA Administrator. Upon designation, MDHA shall provide HUD with the name of the individual selected to serve as the acting VCA Administrator.
5. Within one hundred twenty (120) days of the termination or resignation of the VCA Administrator, MDHA shall select a new VCA Administrator. Upon designation, the MDHA shall provide HUD with written notice of the new VCA Administrator.

B. SECTION 504/ADA COORDINATOR

1. In the event that MDHA's current Section 504/ADA Coordinator resigns or is otherwise terminated prior to the expiration of this Agreement, the MDHA shall designate an Acting Section 504/ADA Coordinator within fourteen (14) days of the resignation or termination of the Section 504/ADA Coordinator. Upon designation, MDHA shall provide HUD with the name of the individual selected to serve as the Acting Section 504/ADA Coordinator.
2. Within one hundred twenty (120) days of the termination or resignation of the Section 504/ADA Coordinator, MDHA shall select a new, qualified Section 504/ADA Coordinator. Upon selection, the MDHA shall provide written notice of the designation of the new Section 504/ADA Coordinator and provide the Department with a copy of the Coordinator's resume and/or curriculum vitae. The individual fulfilling these responsibilities must have prior relevant experience to demonstrate expertise in and knowledge of Section 504, the Fair Housing Act, the ADA, the Architectural Barriers Act, and their respective implementing regulations, including the relevant accessibility standards.

C. **HOUSING PROGRAMS**

1. **Provision of UFAS-Accessible Units**

- a. The County shall construct or convert a **minimum of five percent (5%), or four hundred seventy eight (478), of its (9,543) Total Housing Units**, as delineated at **Appendix A**, UFAS-Accessible subject to the requirements of the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. (C)(2).
- b. HUD may increase the number of UFAS-accessible units required under the County's HUD-approved UFAS-Accessible Unit Plan based on changes in need, pursuant to MDHA's completion of the Needs Assessment identified in Paragraph IV. (E), below. *See* 24 C.F.R. § 8.25 (c).
- c. The construction or conversion of these UFAS-Accessible Units shall commence no later than ninety (90) days following HUD's approval of the UFAS-Accessible Unit Plan, described in Paragraph IV. (C)(2), below;
 - (i) Nothing in this Agreement diminishes MDHA'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. In addition to the UFAS requirement at § 4.34(15)(c), all sleeping areas must be on an accessible route; and, when more than one bathroom is provided in a housing unit, additional bathrooms must be accessible, unless structural alterations are impractical or would create an undue administrative and financial burden beyond the control of the MDHA. *See* Notice PIH 2003-31 (HA), issued November 26, 2003, attached as **Appendix B**.
- d. The MDHA **must demonstrate the completion of the construction or conversion of four hundred seventy eight (478) Total Housing Units**, as described in Paragraph IV. (C)(1), above, within six (6) years of the effective date of this Agreement, or no later than December 31, 2010. Unless otherwise agreed by HUD pursuant to HUD's approval of MDHA's **UFAS-Accessible Unit Plan**, described in Paragraph IV. (C)(2), below, MDHA will demonstrate the completion of:
 - (i) the UFAS-Accessible Unit Plan, as described in Paragraph IV. (C)(2), below, no later than March 31, 2006;
 - (ii) a minimum forty-eight (48) UFAS-Accessible Units, as described in Paragraph IV. (C)(1), no later than March 31, 2007;
 - (iii) a minimum of an additional one hundred twenty (120) units by March 31, 2008; or, a cumulative minimum one hundred sixty eight (168) units by March 31, 2008;
 - (iv) an additional one hundred forty three (143) units by March 31, 2009;
 - (v) an additional one hundred forty three (143) units by March 31, 2010; and,
 - (vi) an additional twenty four (24) units by December 31, 2010.
- e. A UFAS-Accessible Unit will not be deemed completed under Paragraph IV. (C)(1)(d) until the Non-Housing Programs serving that unit are accessible to individuals with disabilities. MDHA's UFAS-Accessible Unit Plan and Non-Housing

Program Accessibility Plan will coordinate MDHA's work to ensure achievement of both non-housing program accessibility and the production of UFAS-accessible units. The 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 and coordinate the timeframes for completion of modifications to the Non-Housing Programs and UFAS-Accessible Unit Plan.

2. **UFAS-Accessible Unit Plan**

- a. Within sixty (60) days of the effective date of this Agreement, the County shall commence the procurement process for the selection of a third-party who shall conduct an assessment of MDHA's Total Housing Units, as reflected in Appendix A, and prepare the **UFAS-Accessible Unit Plan**, as described in Paragraph IV. (C)(2), below.
- b. Within one hundred eighty (180) days after the selection of the third party described in Paragraph IV. (C)(2)(a), above, MDHA will submit, for HUD's review and approval, its **UFAS-Accessible Unit Plan** for all developments identified in **Appendix A**. HUD will provide the MDHA with its approval, or comments, within forty-five (45) days of receipt of both the MDHA's proposed **UFAS-Accessible Unit Plan** and **Non-Housing Program Accessibility Plan**, referenced in Paragraph IV. (D)(1).

(i) The **UFAS-Accessible Unit Plan** will be in a format that includes: (1) Total number of UFAS-Accessible Units per year; (2) development name and location; (3) bedroom size distribution within each development; (4) demographic data – including household type (based on Form HUD-50058) and type of disability – within development; and, (5) accessibility of all Non-Housing Programs at each development, including accessible routes and elevators.

(ii) The **UFAS-Accessible Unit Plan** shall include a site map for each development which includes the following: (a) development and unit address; (b) total number of units to be modified or constructed as UFAS-accessible; (c) bedroom size of UFAS-accessible units; (d) current occupancy status of the unit; (e) relocation plan for occupied units; (f) 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 (g) the common areas that are currently inaccessible.

(iii) The **UFAS-Accessible Unit Plan** will include interim timeframes and benchmarks for meeting annual rates; vacancy rates at each development; and, crime rates in and around each development. The Plan will address all developments covered under this Agreement, as referenced in **Appendix A**.

(iv) Accessible dwelling units required by this Agreement shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the development and sites and shall be 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. See 24 C.F.R. § 8.26.

(v) If the **UFAS-Accessible Unit Plan** does not include provisions to provide accessible units in a given development, or if implementation of the Plan would not result in at least five percent (5%) of the units being UFAS-Accessible in a given development, then MDHA will provide a detailed explanation, for HUD's review and approval, which includes information regarding structural infeasibility and/or undue financial and administrative burden. The number of UFAS-Accessible Units in any particular development may not exceed twenty-five percent (25%) of the total units in that development.

3. **Certification of UFAS-Accessible Units**

- a. No later than thirty (30) days of HUD's approval of the **UFAS-Accessible Unit Plan**, the County shall commence its procurement for the selection of an independent third party architectural and/or engineering firm with whom MDHA proposes to contract for the review and certification of the Section 504/ADA modifications made pursuant to this Agreement. MDHA will submit, for HUD review and approval, the name, qualifications and experience of the independent third-party architectural and/or engineering. HUD will provide its approval, or comments, within thirty (30) days of MDHA's submission of the proposed architectural/engineering firm.
- b. The HUD-approved independent third-party architectural and/or engineering firm, as referenced in Paragraph IV. (C)(3)(a), above, selected to review and certify the modifications made pursuant to this Agreement will be independent of the third party architectural and/or engineering firm with whom MDHA contracts for the purposes of developing the plans/drawings/blueprints for the modifications made pursuant to MDHA's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, as described in Paragraphs IV. (C)(2) and (D)(1), respectively.
- c. Within ninety (90) days of MDHA's completion of each of the UFAS Accessible Units according to the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (C)(2), above, MDHA will provide written certification through the HUD-approved independent third-party architectural and/or engineering firm, that the UFAS-Accessible Units, including accessibility to the Non-Housing Programs, comply with the requirements of UFAS, PIH Notice 2003-31(HA), and, where applicable, the ADA Accessibility Standards and the Fair Housing Act. MDHA will submit this documentation to HUD as part of its Quarterly Report. HUD reserves the right to conduct periodic on-site reviews of the completed accessible units to ensure compliance.

4. **Status Reports for UFAS-Accessible Units**

- a. The MDHA will provide Quarterly Reports to HUD. The **Quarterly Reports** will provide the following information: (1) the number of UFAS-Accessible Units for which funds have been reserved; (2) the physical work that has been undertaken by development name and complete unit address; and, (3) the physical work that has been completed by development name and complete unit address. The Quarterly Report will also provide, for each completed unit, an independent verification of UFAS compliance by development and bedroom size. The Quarterly Report will include unit counts for the given reporting period and cumulatively from the effective date of this Agreement. The MDHA will also provide 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).

- b. The MDHA shall submit quarterly UFAS-Accessible Unit Plan Reports in a format compatible with Microsoft Word XP Professional. The first quarterly UFAS-Accessible Unit Plan Report will be due on July 31, 2005; thereafter, quarterly reports will be due on October 31, 2005; January 31, 2006, etc. Subsequent reports are due at quarterly intervals for the duration of this Agreement.

D. NON-HOUSING PROGRAMS

1. Non-Housing Program Accessibility Plan:

- a. Within sixty (60) days of the effective date of this Agreement, the County shall commence the procurement process for the selection of a third-party who shall conduct an assessment of MDHA's **Non-Housing Programs** and prepare the **Non-Housing Program Accessibility Plan**.
- b. Within one hundred eighty (180) days after the selection of the third party described in Paragraph IV. (C)(1)(a), above, MDHA will submit, for HUD's review and approval, its **Non-Housing Program Accessibility 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.
- c. The MDHA's **Non-Housing Program Accessibility Plan** will ensure that MDHA's Non-Housing Programs are accessible to persons with disabilities. *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. This Plan must include accessible transportation if transportation is or must be provided to take individuals with disabilities (including their accompanying family members and friends without disabilities) to MDHA-sponsored services, programs or activities.
- d. The Non-Housing Program Accessibility Plan must include: (1) specific elements to be made accessible at each development; (2) interim timeframes and benchmarks for meeting annual rates; (3) an annual timetable that coincides with the UFAS-Accessible Unit Plan not to exceed four (4) years for completion of the approved work; and (4) identification of the source of the funding to accomplish each task. The Plan must also 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. 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, the MDHA will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or an undue financial and administrative burden.

- e. MDHA will complete all modifications under the Non-Housing Program Accessibility Plan within four (4) years of the effective date of this Agreement, except for the Non-Housing Programs that serve UFAS-accessible units to be completed between April 1, 2009 and December 31, 2010, pursuant to Paragraph IV. (C)(1)(d).
- f. 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 units will be deemed completed to comply with the annual production rates of UFAS-accessible units as set forth in Paragraph IV. (C)(1)(d). MDHA's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate MDHA's work to ensure achievement of both non-housing program accessibility and the production of UFAS-accessible units.

2. **Administrative Office Accessibility:**

- a. MDHA will address the Accessibility Report findings to MDHA's Administrative Offices, as reflected in **Appendix F**, by taking the following actions:
 - (i) Within thirty (30) days of the effective date of this Agreement, MDHA shall commence modifications to make **MDHA-owned Administrative Offices** accessible to individuals with disabilities. MDHA's current Administrative Offices, owned by MDHA, include the following: (1) Administration Building "F"; (2) Application and Leasing Center; and (3) Administrative Central/Office Building.
 - (ii) Within ninety (90) days of the effective date of this Agreement, MDHA shall complete all accessibility modifications to the MDHA-owned Administrative Offices.
 - (iii) Within thirty (30) days of the effective date of this Agreement, MDHA shall commence modifications to the leased Private Rental Housing Division offices to ensure that the programs, services and activities located in MDHA's Private Rental Housing Division Offices are accessible to persons with disabilities.
 - (iv) Within ninety (90) days of the effective date of this Agreement, MDHA will complete all accessibility modifications to the Private Rental Housing Division Offices, with the exception of those accessibility modifications required to be completed or approved by the private landlord, and as further described in Paragraph IV. (D)(2)(a)(v), below.
 - (v) Within thirty (30) days of the effective date of this Agreement, MDHA shall transmit written notification to the private landlord of the leased Private Rental Housing Division Offices regarding any accessibility modifications required to ensure access for persons with disabilities that are beyond the control of MDHA; or, would pose an undue financial and administrative burden on MDHA. MDHA shall provide HUD with a copy of the notification letter to the private landlord, including any supporting documentation and any response(s) received from the private landlord.
 - (vi) Until completion of all modifications to MDHA-owned Administrative Offices and the Private Rental Housing Division Offices, MDHA shall make reasonable accommodations to individuals with disabilities to ensure that

individuals with disabilities have an equal opportunity to participate in the programs, services and activities currently located in MDHA's Administrative Offices, including the Private Rental Housing Division Offices.

(vii) No later than twenty-four (24) months after the effective date of this Agreement, MDHA will relocate all of the operations, currently conducted throughout its four (4) Administrative Offices, as referenced in Paragraph IV. (D)(2)(a), above, into a new, consolidated facility. MDHA's new, consolidated Administrative Offices will be fully-compliant with UFAS and, where applicable, the ADA Accessibility Standards.

(viii) Within fourteen (14) days of completion of MDHA's newly constructed consolidated Administrative Office Facility and prior to relocation of MDHA's Administrative Offices to the new, consolidated facility, MDHA will provide certification, through the HUD-approved independent third-party architectural and/or engineering firm, as referenced in Paragraph IV. (C)(3), that MDHA's consolidated Administrative Offices comply with the accessibility requirements of the UFAS and, where applicable, the ADA Accessibility Standards.

(ix) HUD reserves the right to conduct periodic on-site inspections of MDHA's Administrative Offices to ensure that the modifications are in compliance with the UFAS and, where applicable, the ADA Accessibility Standards. In addition, HUD reserves the right to ensure that the MDHA's programs, services and activities located in the Administrative Offices are accessible to individuals with disabilities in compliance with Section 504 and, where applicable, the ADA.

E. NEEDS ASSESSMENT

1. Within one hundred twenty (120) days of the effective date of this Agreement, the MDHA will submit a draft **Section 504 Needs Assessment** (Needs Assessment) to HUD for its review and approval. HUD will provide its approval, or comments, to the draft Needs Assessment within forty-five (45) days of receipt. *See* 24 C.F.R. § 8.25 (c).
2. Until the completion of the HUD-approved Needs Assessment, MDHA will submit monthly status reports describing MDHA's efforts in conducting and completing its Section 504 Needs Assessment. The first monthly report will be due on April 1, 2005; thereafter, monthly reports will be due on May 1, 2005, June 1, 2005, etc.
3. The **Needs Assessment** must include:
 - a. The percentage and number of total housing units that are required to meet the needs of its current residents with disabilities and the needs of persons with disabilities on the MDHA's waiting lists that will be re-opened in 2005;
 - b. The total number and percentage of persons with disabilities and the percentage of persons with each type of disability (including, but not limited to, wheelchair users, mobility aid users, and persons with visual and hearing disabilities, etc.);
 - c. The needs of income-eligible persons with disabilities in the area, including a reference to the 2000 census data;

- d. The needs of persons with disabilities in the area for program accessibility to ensure that the needs persons with disabilities may be accommodated proportionately to the needs of individuals without disabilities; this Plan will be reflected in the Non-Housing Program Accessibility Plan, as described in Paragraph IV. (D)(1); and,
 - e. Information that identifies the persons or groups representing individuals with disabilities in the community who were consulted in the preparation of the Needs Assessment.
4. Within forty-five (45) days of HUD’s approval of MDHA’s draft Needs Assessment, HUD shall determine whether it will amend upward the percentage of units (five percent (5%)) as identified in Paragraph IV. (C)(1) that MDHA must make UFAS-Accessible. HUD will utilize the Needs Assessment and any other relevant published data to make the determination as to whether more UFAS-Accessible Units are required to meet the needs of income-eligible persons with disabilities in the geographic area covered by the Miami-Dade Housing Agency. *See* 24 C.F.R. § 8.22 (c).
 5. If HUD determines that this upward adjustment is required, HUD shall notify MDHA of a timeframe and process for MDHA to modify its UFAS-Accessible Unit Plan to reflect the increased need for additional UFAS-Accessible Units.

F. POLICIES AND PROCEDURES

1. Admissions and Continued Occupancy Policy (ACOP)

- a. Contemporaneous with MDHA’s submission of this Agreement to the Miami-Dade Board of County Commissioners (Board), the MDHA shall submit an amended Admissions and Continued Occupancy Policy (Amended ACOP) to the Board to be adopted and publicized pursuant to 24 C.F.R. Part 960;
- b. The Amended ACOP shall contain:
 - (i) The Reasonable Accommodation Policy, attached as Appendix C;
 - (ii) The Effective Communication Policy, attached as Appendix D;
 - (iii) An amended Transfer Policy that incorporates the provisions, as reflected in Paragraph IV. (F)(2), below, that address the transfers of residents and applicants into MDHA’s UFAS-Accessible Units;
 - (iv) MDHA’s *Conventional Public Housing Dwelling Lease* that requires an occupant without a disability to relocate to a vacant, non-accessible unit within fifteen (15) days of notice by the MDHA that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit;
 - (v) Provisions within MDHA’s emergency procedures that address the needs of individuals with disabilities.
- c. Within thirty (30) days of the Board’s approval, MDHA will adopt and fully implement the amended ACOP.

2. **Policies Relating to the Occupancy of UFAS-Accessible Units by Transfers and Applicants**

- a. MDHA's amended ACOP, submitted under Paragraph IV. (F)(1), above, shall include the following revisions to its **Occupancy and Transfer Policies** to address the transfers of residents and applicants with disabilities into MDHA's UFAS-Accessible Units:
- (i) transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS-Accessible Units will be centrally coordinated through MDHA's Section 504/ADA Coordinator's Office with the assistance of MDHA's Applicant and Leasing Center;
 - (ii) when an accessible unit becomes available, the unit will first be offered to a current occupant with disabilities in the same development that requires the accessibility features of the vacant, accessible unit and occupying a unit not having those features;
 - (iii) if there is no current resident in the same development that requires the accessibility features of the vacant, accessible unit, then it will be offered to a resident with disabilities residing in another development that requires the accessibility features of the vacant, accessible unit;
 - (iv) if there is no current resident who requires the accessibility features of the vacant, accessible unit, then the vacant, accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, accessible unit;
 - (v) if there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. *See 24 C.F.R. § 8.27.* However, MDHA will require the applicant to execute the MDHA *Conventional Public Housing Dwelling Lease* that requires the resident to relocate to a vacant, non-accessible unit within fifteen (15) days of notice by the MDHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.
- b. Upon adoption of the amended ACOP with the revisions relating to occupancy of accessible units described above, the MDHA shall commence distribution of the revised policies to each applicant at the time of lease signing and to each resident during the annual re-certification.
- c. Pursuant to implementation of the revised policies related to the occupancy of accessible units described above, MDHA submit quarterly reports to HUD that reflect the occupancy of accessible units, including turnover. The Quarterly Reports will reflect: (1) the transfers of residents without disabilities out of accessible units; (2) the transfers of applicants and residents with disabilities into accessible units; (3) the occupancy of accessible units by applicants; (4) the number of persons on the MDHA waiting list who require accessible units; (5) the total number of accessible units

specifying the number that are vacant and the number occupied by residents who do not require the accessible features of the unit.

3. **Reasonable Accommodation Policy**

- a. Upon the adoption of the amended ACOP, including the **Reasonable Accommodation Policy**, attached as **Appendix C**, MDHA's Section 504/ADA Coordinator will centralize the MDHA's reasonable accommodation process for applicants and residents, as described below.
 - (i) MDHA will maintain documentation of each reasonable accommodation request. The MDHA's documentation will include: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and, (v) documentation reflecting the disposition of the requests.
 - (ii) If a site manager receives a reasonable accommodation request, the site manager will also maintain a reasonable accommodation log, by date and time, reflecting the date the request was received and the date and time the site manager referred the request to MDHA's Section 504/ADA Coordinator.
 - (iii) No later than two (2) business days after a site manager has received a request for reasonable accommodation(s), the site manager shall forward the reasonable accommodation request(s) to the MDHA's Section 504/ADA Coordinator for review, processing and disposition.
- b. Within thirty (30) days of the effective date of this Agreement, the MDHA will provide HUD, for its review and approval, a draft reasonable accommodation letter describing the Reasonable Accommodation Policy to be distributed to all its residents. HUD will approve or modify the letter within thirty (30) days of receipt.
- c. Within thirty (30) days of completion of the staff training that MDHA will conduct to advise staff on the provisions of MDHA's Amended ACOP, MDHA will send the approved reasonable accommodation letter by U.S. mail, first class postage pre-paid, to all heads of households or the resident's designee. The reasonable accommodation letter shall:
 - (i) Advise residents of their right to request reasonable accommodations, including accessible features, at the MDHA's expense consistent with the MDHA's Reasonable Accommodation Policy, and to request information on their need for accessible features or fully accessible units;
 - (ii) Include a list of different types of reasonable accommodations. [For example, reasonable accommodation(s) may include, but are not limited to, an accessible unit for individuals who use wheelchairs; grab bars in the bathroom; accessible door hardware; a roll-in shower; lowered counters in the kitchen; a ramp to the unit; accessible parking space; documentation from the MDHA in an alternate format such as Braille, large print and/or audiocassette; effective communication for individuals with hearing disabilities such as a qualified sign language interpreter for public meetings, etc.] The MDHA shall offer these residents the option of remaining in their current unit while the MDHA makes accessibility

modifications in those circumstances where the unit modifications would not pose a health and safety risk to the current occupant(s); or, waiting to transfer, upon availability, to another unit that is accessible and meets the unit size requirement of the respective resident;

(iii) Advise residents that if they previously made reasonable accommodations, including accessible features, at their personal expense, that they are entitled to the reimbursement of the funds expended, and that lease provisions prohibiting modifications to their unit do not apply to previously made reasonable accommodations. In addition, the reasonable accommodation letter will request information, including supporting documentation, regarding accessibility features that the resident made with their personal funds;

(iv) Provide a mechanism for answering resident questions relating to the reasonable accommodation letter and the MDHA's Reasonable Accommodation Policy;

(v) Provide residents with the name, address, telephone and TDD numbers of the MDHA's Section 504/ADA Coordinator. The letter will also request that residents call a dedicated number for the Section 504/ADA Coordinator's Office to discuss their reasonable accommodation requests/inquiries.

d. MDHA shall provide the Reasonable Accommodation Letter in an alternate format, upon request.

e. The MDHA shall submit Quarterly Reports to HUD, which provide a narrative description of each reasonable accommodation request and/or inquiry. The Quarterly Report will include: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and, (v) documentation reflecting the disposition of the requests. The narrative will also reflect any preference(s) indicated by a resident for either remaining in the current unit during modification(s); or, transferring to an alternate, accessible unit.

f. MDHA will submit the Report on a quarterly basis. The first Quarterly Report will be due on July 31, 2005; thereafter, Quarterly Reports will be due on October 31, 2005, January 31, 2006, etc. for the duration of the Agreement.

4. **Effective Communication Policy**

a. Within thirty (30) days of the effective date of this Agreement, the MDHA will provide HUD, for its review and approval, a draft Effective Communication Letter. The draft letter will provide residents with a description of MDHA's Effective Communication Policy and procedures. HUD will approve or modify the letter within thirty (30) days of receipt.

b. Within thirty (30) days following completion of the staff training that MDHA will conduct to advise staff on the provisions of MDHA's Amended ACOP, MDHA will send the approved effective communication letter by U.S. Postal Service, first class pre-paid, to all heads of household or the resident's designee.

c. MDHA will provide the Effective Communication Letter in an alternate format, upon request.

5. **Conventional Public Housing Dwelling Lease**

- a. Upon the effective date of this Agreement and upon the leasing or lease renewal of every UFAS-Accessible Unit, MDHA shall execute its revised *Conventional Public Housing Dwelling Lease* that requires a family without a resident with a disability to relocate to a vacant, non-accessible unit within fifteen (15) days of notice by the MDHA that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit. *See 24 C.F.R. § 8.27.*
- b. The MDHA will provide HUD with quarterly reports that reflect the MDHA's enforcement of the provisions of the *Conventional Public Housing Dwelling Lease* that requires MDHA to transfer residents without disabilities out of the UFAS-Accessible Units into a vacant, non-accessible unit and relocating residents and/or applicants with disabilities who require the accessibility features of the unit.
- c. MDHA will submit the Report on a quarterly basis. The first Quarterly Report will be due on July 31, 2005; thereafter, Quarterly Reports will be due on October 31, 2005, January 31, 2006, etc., for the duration of the Agreement.

6. **Emergency Procedures**

- a. MDHA's revised ACOP, as referenced in Paragraph IV. (F)(1), shall include revisions to its **Emergency Procedures** to address the needs of persons with disabilities;
- b. Within one hundred eighty (180) days of the effective date of this Agreement, MDHA shall review all of its statements of emergency procedures to ensure that the needs of persons with disabilities are addressed.

G. EMPLOYEE NOTIFICATION

1. Within one hundred twenty (120) days of the effective date of this Agreement, the Administrator shall submit to HUD, for its review and approval, a letter that will be distributed to all current MDHA employees, including contract employees. The letter will address: (1) the MDHA's responsibilities to comply with civil rights laws and regulations set forth in this Agreement; (2) the MDHA's responsibility to comply with Section 504, Title II of the ADA and the Fair Housing Act, including the responsibility to provide reasonable accommodations to persons with disabilities; and, (3) provide a comprehensive explanation of reasonable accommodations.
2. HUD will provide its approval, or comments, to the letter within thirty (30) days of receipt.
3. Within thirty (30) days of HUD's approval, the MDHA will distribute the letter referenced in Paragraph IV. (G)(1), above, to all MDHA employees and contract employees. The MDHA shall maintain a signed and dated receipt for each MDHA employee and contract employee that verifies that the individual received this letter. The MDHA shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.
4. Each new MDHA employee, including contract employees, will receive a copy of this letter within ten (10) days of their entry date and will also provide a signed and dated

receipt that will be retained in the individual's personnel file for the duration of this Agreement.

H. EMPLOYEE EDUCATION

1. **General:** MDHA shall train its current and new employees with respect to the MDHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations and the accessibility standards applicable to each regulation.

- (a) Within ninety (90) days of the effective date of this Agreement, the MDHA shall develop an educational program with a comprehensive written curriculum, objectives and training schedule for HUD's review and approval;

- (b) The educational program will include: (i) a comprehensive description of the required training; (ii) a curriculum that is a minimum of fifteen (15) hours in length; (iii) the proposed schedule for the training sessions; and, (iv) the name and resume and/or curriculum vitae of each proposed trainer;

- (c) MDHA shall develop the educational programs, written curriculum, and training materials and conduct training sessions with the assistance of, or in consultation with, persons with expertise in training and addressing the needs of individuals with disabilities;

- (d) Within thirty (30) days of receipt, HUD will provide its approval, or comments to the MDHA's proposed educational plan for current employees;

- (e) 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 will be provided to all employees, including principal and administrative staff, housing managers, housing assistants, application/occupancy specialists, other admissions personnel, maintenance supervisors and staff, hearing officers, and other employees or contract employees involved with resident services, residents and/or members of the public. The training will provide notice of the MDHA's duties, responsibilities and procedures under this Agreement, Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations and the accessibility standards applicable to each regulation;

- (b) Within ninety (90) days of receipt of HUD's approval of the educational program, MDHA shall complete all training for all current MDHA employees and contract employees;

- (c) MDHA will invite the MDHA's Board of Commissioners and the Residents' Council to participate in the training.

3. **New Employees:**

- (a) The MDHA shall provide the HUD-approved educational program to all new MDHA employees and contract employees, including, but not limited to, principal and

administrative staff, housing managers, housing assistants, application/occupancy specialists, other admissions personnel, maintenance supervisors and staff, hearings officers, and other employees or contractors who have contact with applicants, residents and/or members of the public;

(b) The training will inform the new employees of the MDHA's duties, responsibilities and procedures under this Agreement, Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations as well as the accessibility requirements applicable to each regulation;

(c) The New Employee Training will be provided to new employees on a quarterly basis.

4. **Reporting:** The MDHA shall submit Quarterly Reports to HUD that include a summary of MDHA's progress toward developing the training programs and the dates the training sessions were conducted. For each date, the MDHA shall indicate the number of persons trained and the general subject matter of the training.
5. MDHA's first Quarterly Report will be due on July 31, 2005; thereafter, Quarterly Reports will be due on October 31, 2005, January 31, 2006, etc., for the duration of the Agreement.

I. PUBLICATION AND NOTICE

1. Within thirty (30) days following the completion of the staff training that MDHA will conduct to advise staff on the provisions of MDHA's Amended Admissions and Continued Occupancy Policy (ACOP), or within thirty (30) days of HUD's approval of the draft Reasonable Accommodation and Effective Communication letters referenced in Paragraph IV. (F), above, whichever is later, MDHA shall disseminate to each head of household, or the resident's designee, a notice that provides a description of this Agreement and the Reasonable Accommodation and Effective Communication letters.
2. For the duration of this Agreement, the MDHA shall provide a refresher notice to each head of household, or the resident's designee, at the time of annual re-certification. The MDHA will provide each applicant with a copy of the most current notice.
3. MDHA will provide the applicant, resident, or the resident's designee with a copy of the notice or the refresher notice in an alternate format, upon request. *See* 24 C.F.R. § 8.6.
4. Within thirty (30) days after the effective date of this Agreement, the MDHA shall also provide a copy the Agreement to each Manager and each duly elected Resident's Council or resident organization.

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) Mr. James Sutton, Director, Region IV, Office of Fair Housing and Equal Opportunity, 40 Marietta Street, Atlanta, Georgia 30303-2806; (2) Ms. Karen Cato-Turner, Director, Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, 909 SE First Avenue, Miami, Florida 33131; and (3) Ms. Candace Tapscott, Director, Miami Program Center, Office of Fair Housing and Equal Opportunity, Region IV, Miami Field Office, Brickell Plaza Federal Building, 909 SE First Avenue, Room 500, Miami, Florida 33131-3028.
- C. **During the first year after the effective date of this Agreement**, HUD shall conduct quarterly meetings with MDHA to discuss the MDHA's progress towards meeting the requirements of this Agreement. *See* Paragraph VII. (A).
- D. **Upon the effective date of this Agreement and for the duration of this Agreement, MDHA shall:**
- MDHA shall make reasonable accommodations to persons with disabilities, until the MDHA's Administrative Offices are fully accessible to individuals with disabilities as referenced in Paragraph IV. (D)(2), to ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities currently located in MDHA's Administrative Offices, including the Private Rental Housing Division Office. *See* Paragraph IV. (D)(2)(a)(vi);
 - upon the leasing or lease renewal of every UFAS-Accessible Unit, MDHA shall execute its revised *Conventional Public Housing Dwelling Lease* that requires a family without a resident with a disability to relocate to a vacant, non-accessible unit within fifteen (15) days of notice by the MDHA that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit. *See* Paragraph IV. (F)(5)(a);
- E. **Beginning April 1, 2005 and thereafter, MDHA shall:**
- Submit **monthly status reports** describing MDHA's efforts in conducting and completing its **Section 504 Needs Assessment**, as referenced in Paragraph IV. (E)(2).
- F. **Within thirty (30) days of the effective date of this Agreement, MDHA shall:**
- appoint an **acting VCA Administrator**, as referenced in Paragraph IV. (A)(1);
 - commence modifications to make **MDHA-owned Administrative Offices**, as reflected in the Accessibility Report attached as Appendix F, accessible to individuals with disabilities. MDHA's current Administrative Offices, owned by MDHA, include: (1) Administration Building "F"; (2) Application and Leasing Center; and (3) Administrative Central/Office Building. *See* Paragraph IV. (D)(2)(a)(i);
 - commence modifications to the leased Private Rental Housing Division offices, as reflected in the Accessibility Report attached as Appendix F, to ensure that the programs,

services and activities located in MDHA's Private Rental Housing Division Offices are accessible to persons with disabilities. *See* Paragraph IV. (D)(2)(a)(iii);

- transmit written notification to the private landlord of the leased Private Rental Housing Division Offices regarding any accessibility modifications required to ensure access for persons with disabilities that are beyond the control of MDHA; or, would pose an undue financial and administrative burden on MDHA. **MDHA shall** provide HUD with a copy of the notification letter to the private landlord, including any supporting documentation and any response(s) received from the private landlord, as referenced in Paragraph IV. (D)(2)(a)(v);
- submit a **draft Reasonable Accommodation Letter**, as referenced in Paragraph IV (F)(3)(b); **HUD** will provide its approval or comments to the **draft Reasonable Accommodation Letter** within **thirty (30) days** of receipt;
- submit a **draft Effective Communication Letter**, as referenced in Paragraph IV (F)(4)(a); HUD will provide its approval or comments to the draft Effective Communication Letter within **thirty (30) days of receipt**;
- provide a copy of the Agreement to each Manager and each duly elected Resident's Council or resident organization, as referenced in Paragraph IV. (I)(4).

G. **Within thirty (30) days of the Board's approval of the amended Admissions & Continued Occupancy Policy (ACOP), as referenced in Paragraph IV. (F)(1), and for the duration of the Agreement, MDHA shall:**

- adopt and fully implement the provisions of the amended ACOP, as referenced in Paragraph IV. (F)(1)(c);
- commence distribution of the revised policies to each applicant at the time of lease signing and to each resident during the annual re-certification, as described in Paragraph IV. (F)(2)(b);
- centralize its reasonable accommodation process for applicants and residents, as described in Paragraph IV. (F)(3)(a)(i)-(iii).
- maintain documentation of each reasonable accommodation request as referenced in Paragraph IV. (F)(3)(a)(i).

H. **Upon the effective date of this Agreement and until all operations are moved into the new, consolidated administrative facility referenced in Paragraph IV. (D)(2)(a)(vii), MDHA shall:**

- make reasonable accommodations to persons with disabilities, until the MDHA's Administrative Offices are fully accessible to individuals with disabilities as referenced in Paragraph IV. (D)(2), to ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities currently located in MDHA's

Administrative Offices, including the Private Rental Housing Division Office. *See* Paragraph IV. (D)(2)(a)(vi);

I. **Within sixty (60) days of the effective date of this Agreement, MDHA shall:**

- commence the procurement process for the selection of a third-party who shall conduct an assessment of MDHA's **Total Housing Units**, as reflected in Appendix A, and prepare the **UFAS-Accessible Unit Plan**, as referenced in Paragraph IV. (C)(2)(b). *See* Paragraph IV. (C)(2)(a);
- commence the procurement process for the selection of a third-party who shall conduct an assessment of MDHA's **Non-Housing Programs** and prepare the **Non-Housing Program Accessibility Plan**, as referenced in Paragraph IV. (D)(1).

J. **Within ninety (90) days of the effective date of this Agreement, MDHA shall:**

- complete all accessibility modifications to the MDHA-owned Administrative Offices, as referenced in Paragraph IV. (D)(2)(a)(ii);
- complete all accessibility modifications to the Private Rental Housing Division Offices, as referenced in Paragraph IV. (D)(2)(a)(iv), with the exception of those accessibility modifications required to be completed or approved by the private landlord, and as further described in Paragraph IV. (D)(2)(a)(v);
- develop an **Educational Program for Current and New Employees**, as referenced in Paragraph IV. (H)(1)(a)-(c). **HUD** shall provide its approval or comments **within thirty (30) days of receipt. Within ninety (90) days of HUD's approval**, MDHA shall complete training for all current employees and contract employees, as referenced in Paragraph IV. (H)(2)(b).

K. **Within one-hundred twenty (120) days of the effective date of this Agreement, MDHA shall:**

- hire a **Voluntary Compliance Agreement Administrator**, as referenced in Paragraph IV. (A)(2);
- submit a draft **Section 504 Needs Assessment**, as referenced in Paragraph IV. (E), to HUD for its review and approval; **HUD** will provide its approval or comments within **forty-five (45) days of receipt of the draft Needs Assessment; within forty-five (45) days of HUD's approval of MDHA's draft Needs Assessment**, HUD may amend upward the percentage of units (five percent (5%)), as identified in Paragraphs IV. (C)(1) and (2), that MDHA must make UFAS-Accessible, as referenced in Paragraph IV. (E)(4);
- submit a **draft letter to HUD** that will be distributed to all current MDHA employees, including contract employees, as referenced in Paragraph IV. (G)(1); **HUD** will provide its approval or comments to the draft letter **within thirty (30) days of receipt; within thirty (30) days of HUD's approval**, MDHA will distribute the letter to all MDHA employees and contract employees, as referenced in Paragraph IV. (G)(3).

- L. **Within one hundred eighty (180) days of the effective date of this Agreement, MDHA shall:**
- review all of its statements of emergency procedures to ensure that the needs of persons with disabilities are addressed. *See* Paragraph IV. (F)(6)(b);
- M. **Within thirty (30) days following completion of the staff training that MDHA will conduct to advise MDHA staff on the provisions of the amended ACOP or within thirty (30) days of HUD's approval of the draft Reasonable Accommodation and Effective Communication letters referenced in Paragraph IV. (F), whichever is later, MDHA shall:**
- Disseminate to each head of household, or the resident's designee, the HUD-approved reasonable accommodation letter, referenced in Paragraph IV. (D)(3)(c). *See* Paragraph IV. (I)(1);
 - Disseminate to each head of household, or the resident's designee, the HUD-approved effective communication letter, referenced in Paragraph IV. (D)(4)(a). *See* Paragraph IV. (I)(1).
 - Disseminate to each head of household, or the resident's designee, a notice, as referenced in Paragraph IV. (I)(1), that provides a description of this Agreement;
- N. **No later than thirty (30) days following HUD's approval of the UFAS-Accessible Unit Plan referenced in Paragraph IV. (C)(2), MDHA shall:**
- commence the procurement process for the selection of an independent third party architectural and/or engineering firm with whom MDHA proposes to contract for the review and certification of the Section 504/ADA modifications made pursuant to this Agreement. MDHA will submit, for HUD review and approval, the name, qualifications and experience of the independent, third-party architectural and/or engineering firm; **HUD will provide its approval, or comments, within thirty (30) days of MDHA's submission**, as referenced in Paragraph IV. (C)(3)(a).
- O. **Within ninety (90) days following HUD's approval of the UFAS-Accessible Unit Plan, described in Paragraph IV. (C)(2), MDHA shall:**
- commence construction or conversion of the UFAS-Accessible Units as identified in the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (C)(2).
- P. **Within ninety (90) days following MDHA's completion of the UFAS-Accessible Units, as referenced in Paragraph IV. (C)(1) and (2), above, MDHA shall:**
- provide written certification through the HUD-approved independent third-party architectural and/or engineering firm that the UFAS-Accessible Units, including accessibility to Non-Housing Programs, comply with the requirements of UFAS, PIH Notice 2003-31 (HA), and, where applicable, the ADA Accessibility Standards. *See* Paragraph IV. (C)(3)(c).

- Q. **Within one hundred eighty (180) days of the selection of the third-party** referenced in Paragraphs IV. (C)(2)(a) and (D)(1)(a), above, **MDHA shall:**
- submit the **UFAS-Accessible Unit Plan**, as referenced in Paragraph IV. (C)(2), for HUD's review and approval; **HUD** will provide its approval, or comments, **within forty-five (45) days** of receipt of **both** the **UFAS-Accessible Unit Plan** and **Non-Housing Program Accessibility Plan**, as referenced in Paragraph IV. (D)(1);
 - submit the **Non-Housing Program Accessibility Plan**, as referenced in Paragraph IV. (D)(1), for HUD's review and approval. **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**, as referenced in Paragraph IV. (C)(2);
- R. **No later than twenty-four (24) months after the effective date of this Agreement**, as referenced in Paragraph IV. (D)(2)(a)(viii), **MDHA shall:**
- relocate all of the operations currently conducted throughout its four (4) Administrative Offices, as referenced in Paragraph IV. (D)(2)(a), into a new, consolidated administrative facility that complies with the accessibility requirements of the UFAS and, where applicable, the ADA Accessibility Standards.
- S. **Within fourteen (14) days of completion of MDHA's newly constructed consolidated Administrative Office Facility and prior to relocation of MDHA's Administrative Offices to the new consolidated facility**, MDHA shall:
- provide certification, through the HUD-approved independent third-party architectural and/or engineering firm, as referenced in Paragraph IV. (C)(3), that MDHA's consolidated Administrative Offices comply with the accessibility requirements of the UFAS and, where applicable, the ADA Accessibility Standards. *See* Paragraph IV. (D)(2)(a)(viii).
- T. **Within four (4) years of the effective date of this Agreement**, as referenced in Paragraph IV. (D)(1)(e), **MDHA shall:**
- complete all modifications under the Non-Housing Program Accessibility Plan, except for the Non-Housing Programs that serve UFAS-accessible units to be completed between April 1, 2009 and December 31, 2010, pursuant to Paragraph IV. (C)(1)(d).
- U. **For the duration of the Agreement**, MDHA shall:
- **designate an acting VCA Administrator within fourteen (14) days of the resignation or termination of the VCA Administrator**, as referenced in Paragraph IV. (A)(4); upon designation, MDHA shall provide HUD with the name of the individual selected to serve as the acting VCA Administrator;

- **within one hundred twenty (120) days of the termination or resignation of the VCA Administrator**, MDHA shall select a new VCA Administrator and provide HUD with written notice of the new VCA Administrator, as referenced in Paragraph IV. (A)(5);
- **within fourteen (14) days of the resignation or termination of the MDHA Section 504/ADA Coordinator**, provide HUD with the name of the individual selected to serve as the acting Section 504/ADA Coordinator, as referenced in Paragraph IV. (B)(1);
- **within one hundred twenty (120) days of the termination or resignation of the Section 504/ADA Coordinator**, MDHA shall select a new Section 504/ADA Coordinator and provide HUD with written notice of the new Section 504/ADA Coordinator, including a copy of the Section 504/ADA Coordinator's resume and/or curriculum vitae, as referenced in Paragraph IV. (B)(2);
- **demonstrate the completion of the construction or conversion of four hundred seventy eight (478) Total Housing Units, as described in Paragraph IV. (C)(1) within six (6) years of the effective date of this Agreement, or no later than December 31, 2010.** Unless otherwise agreed by HUD pursuant to HUD's approval of MDHA's **UFAS-Accessible Unit Plan**, described in Paragraph IV. (C)(2), MDHA will complete the following according to the annual timetable described below:
 - (i) the UFAS-Accessible Unit Plan, as described in Paragraph IV. (C)(2), below, no later than March 31, 2006;
 - (ii) a minimum forty-eight (48) UFAS-Accessible Units, as described in Paragraph IV. (C)(1), no later than March 31, 2007;
 - (iii) a minimum of an additional one hundred twenty (120) units by March 31, 2008; or, a cumulative minimum one hundred sixty eight (168) units by March 31, 2008;
 - (iv) an additional one hundred forty three (143) units by March 31, 2009;
 - (v) an additional one hundred forty three (143) units by March 31, 2010; and,
 - (vi) an additional twenty four (24) units by December 31, 2010.
- provide all new MDHA employees, including contract employees, **within ten (10) days of their entry date**, as referenced in Paragraph IV. (G)(4), with a copy of the letter referenced in Paragraph IV. (G)(3);
- provide the educational program, as referenced in Paragraph IV. (H)(1), **on a quarterly basis** to all new employees and contract employees. *See* Paragraph IV. (H)(3)(c);
- maintain **Attendance Logs** for each training session conducted for the duration of this Agreement, as referenced in Paragraph IV. (H)(1)(e);
- provide a refresher notice, as referenced in Paragraph IV. (I)(2), to each head of household, or the resident's designee, at the time of annual re-certification that describes this Agreement and contains the Reasonable Accommodation and Effective Communication letters, as referenced in Paragraph IV. (I)(2);

V. Quarterly Reports:

For purposes of this Agreement, each Quarterly Report will cover the time period of the quarter ending on the last day of the month before the end of the quarter. [For example, if the Quarterly Report is due on July 31, 2005, the Quarterly Report will cover the period from April 1, 2005 through June 30, 2005.]

- **Beginning July 31, 2005, and at quarterly intervals for the duration of the Agreement [i.e., October 31, 2005, January 31, 2006, April 30, 2006, etc.], MDHA shall:**
 - ❖ submit a quarterly report on the status of UFAS-accessible units, as referenced in Paragraph IV. (C)(4). The **Quarterly Reports** will provide the following information: (1) the number of UFAS-Accessible Units for which funds have been reserved; (2) the physical work that has been undertaken by development name and complete unit address; and, (3) the physical work that has been completed by development name and complete unit address. The Quarterly Report will also provide, for each completed unit, an independent verification of UFAS compliance by development and bedroom size. The Quarterly Report will include unit counts for the given reporting period and cumulatively from the effective date of this Agreement. The MDHA will also provide 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).
 - ❖ submit quarterly reports to HUD that reflect the occupancy of accessible units, including turnover, as referenced in Paragraph IV. (F)(2)(c). The Quarterly Reports will reflect: (1) the transfers of residents without disabilities out of accessible units; (2) the transfers of applicants and residents with disabilities into accessible units; (3) the occupancy of accessible units by applicants; (4) the number of persons on the MDHA waiting list who require accessible units; (5) the total number of accessible units specifying the number that are vacant and the number occupied by residents who do not require the accessible features of the unit.
 - ❖ submit a quarterly report that reflects implementation of the revised ***Conventional Public Housing Dwelling Lease*** provisions that reflect MDHA's enforcement of the provisions of the *Conventional Public Housing Dwelling Lease* that requires MDHA to transfer occupants without disabilities out of the UFAS-Accessible Units into a vacant, non-accessible unit and relocating residents and/or applicants with disabilities who require the accessibility features of the unit, as referenced in Paragraph IV. (F)(5);
 - ❖ submit a narrative description of each reasonable accommodation request and/or inquiry, as referenced in Paragraph IV. (F)(3)(e) and (f). The Quarterly Report will include: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and, (v) documentation reflecting the disposition of the requests. The narrative will also reflect any preference(s) indicated by a resident for either remaining in the current unit during modification(s); or, transferring to an alternate, accessible unit;

- ❖ provide HUD with its quarterly reports that summarize the progress toward developing the educational program and the dates the trainings were conducted. For each date, the MDHA shall indicate the number of persons trained and the general subject matter of the training, as referenced in Paragraph IV. (H)(4) and (5).

VI. RECORDKEEPING REQUIREMENTS

- A. During the term of this Agreement, MDHA 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, MDHA shall maintain all MDHA 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 MDHA's implementation of the Section 504 and ADA requirements of this Agreement.
- D. During the term of this Agreement, MDHA 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) Administrative Offices Accessibility; (4) Needs Assessment; (5) Revised policies implemented under the amended ACOP; (6) Employee Notification; and (7) Employee Education.
- D. During the term of this Agreement, MDHA shall maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests, including grievance process materials.
- E. Beginning one (1) year after the effective date of this Agreement, MDHA shall provide an annual report on the disposition of the above claims, requests and grievances. Upon request, MDHA also will make these records available for inspection to appropriate Department employees.

VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

- A. HUD will monitor MDHA's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and MDHA will meet quarterly to discuss the MDHA's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with MDHA's Executive Director, Voluntary Compliance Agreement Administrator, Section 504/ADA Coordinator and/or other appropriate MDHA 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. In the event that MDHA 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.

- C. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of MDHA 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 MDHA 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 MDHA 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 MDHA 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. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400; or limited denial of participation, as set forth in 24 C.F.R. § 24.705 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 with respect to some or all of MDHA'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 MDHA'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 MDHA 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

For Miami-Dade County:

ATTEST:
Harvey Rubin, Clerk

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Deputy Clerk

By:
George M. Burgess
County Manager

Date

Date

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

Jon Gant
Deputy Assistant Secretary for
Enforcement and Programs
Office of Fair Housing and
Equal Opportunity

William Russell
Deputy Assistant Secretary for
Office of Public Housing and
Voucher Programs

Date

Date

James Sutton
Director, Office of Fair Housing &
Equal Opportunity

Date