

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

THE SEATTLE HOUSING AUTHORITY
VOLUNTARY COMPLIANCE AGREEMENT

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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)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 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.⁶ 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

¹ 29 U.S.C. § 794; 24 C.F.R. Part 8.

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

³ 42 U.S.C. §§ 3601-20; 24 C.F.R. 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.

⁶ 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. 130th 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

