

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CONCILIATION AGREEMENT AND
VOLUNTARY COMPLIANCE AGREEMENT**

Under

**TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968
SECTION 504 OF THE REHABILITATION ACT OF 1973
TITLE II OF THE AMERICANS WITH DISABILITIES ACT OF 1990**

Between

**United States Department of Housing and Urban Development
("the Department")**

And

**Kitty Wade, Tabitha Whitehead, Nora Burns, Katrina Jones, and Estate of Carolyn Brown
("Complainants")**

And

**Community Housing Partners Corporation
("CHP" or "Recipient" or "Sub-recipient")**

And

**Langston Park Apartments, LLC
("Owner")**

And

**Hopewell Redevelopment Housing Authority
("HRHA" or "Recipient")**

**Approved by the FHEO Regional Director on behalf of the
United States Department of Housing and Urban Development**

**CASE NUMBERS: 03-17-5906-8, 03-17-5907-8,
03-17-5908-8/-4/-D, 03-17-0001-4/-D, and 03-17-6379-8/-4/-D**

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I. INTRODUCTION

The Hopewell Redevelopment and Housing Authority (“HRHA”) is a government agency governed by the Code of Virginia, Section 36-4 to provide safe, decent, sanitary and affordable housing to families of low-moderate income and to further housing opportunities and encourage economic development. The seven-member Board of Commissioners is appointed by City Council. The HRHA receives federal funding from the Office of Public and Indian Housing to own and manage 360 units of public housing and administer 503 (373 tenant-based and 130 project based) housing vouchers through the Housing Choice Voucher Program.

Community Housing Partners Corporation (“CHP”) is a not-for-profit corporation governed by a volunteer board of directors that provides housing opportunities and related services to low-income individuals. CHP has a portfolio of over one hundred rental communities and 6,000 units for rent in seven states (Virginia, West Virginia, Maryland, North Carolina, South Carolina, Kentucky, and Florida) and provides property management to other owners across its service area.

HRHA and CHP are subject to Federal civil rights laws and regulations due to their receipt of Federal financial assistance and the HRHA’s designation as a public entity. See Section 504 of the Rehabilitation Act of 1973, as amended (“Section 504”); Section 109 of Title I of the Housing and Community Development Act of 1974 (“Section 109”); Title II of the Americans with Disabilities Act of 1990 (“ADA”); the Fair Housing Act of 1968, as amended (“the Act”); the Architectural Barriers Act of 1968; Title VI of the Civil Rights Act of 1964 (“Title VI”); and respective implementing regulations for each Act. See also Department’s implementing regulations at 24 C.F.R. §§ 960.103 and 982.53. Section 504 applies to recipients of Federal financial assistance in the operation of programs or activities receiving such assistance, 24 C.F.R. § 8.2. Title II of the ADA applies to “all services, programs, and activities provided or made available by public entities.” 24 C.F.R. § 35.102(a).

In 2013, the HRHA and CHP (collectively “Recipients”) sought to redevelop 30-units of public housing at Langston Park under the Rental Assistance Demonstration (“RAD”) Program. Langston Park units consisted of 9 two-bedroom, 9 three-bedroom, 8 four-bedroom, and 4 five-bedroom units. CHP used funding from Low Income Housing Tax Credits (“LIHTC”), HOME Investment Partnership (“HOME”) funds from the Office of Community Planning and Development, and a combination of other investments to demolish and reconstruct 56-units as the Summit. The Summit serves families and individuals earning at or below 50 percent of the Area Median Income with thirty (30) of the apartments receiving residents with HUD project-based vouchers (“PBV”) through the RAD Program under a Housing Assistance Payments (“HAP”) contract with the HRHA. The Summit consists of 26 two-bedroom, 26 three-bedroom, and 4 four-bedroom units, including 6 two-bedroom fully accessible ADA units. Residents of the former Langston Park were relocated during construction and returned to the Summit in November and December of 2014. The Summit is owned by Langston Park Apartments, LLC and managed by CHP.

Between March and April of 2017, five complaints were filed with the Department alleging familial status and disability discrimination:

1. Katrina Jones alleged that she requested a transfer to an accessible unit in 2006, but was not moved until 2007 to a unit that had accessible features, but was not fully accessible for her daughter who uses a wheelchair. Ms. Jones alleged she made numerous requests to HRHA to modify the inaccessible features, which went unanswered. Ms. Jones alleged during the RAD conversion she was told that she would not be able to return to the Summit because there would not be any accessible units for her family of four, because she was “over-income,” and because her son was arrested and incarcerated. Ms. Jones alleged that she accepted permanent relocation assistance because of strong pressure applied by CHP. Ms. Jones alleged that the HRHA and CHP otherwise denied housing, imposed discriminatory terms and conditions, failed to make reasonable accommodations, and intimidated her based on her daughter’s disability.
2. Carolyn Brown’s estate alleged that beginning in 2013, Ms. Brown made repeated requests for a ground floor unit due to her disability prohibiting her from walking stairs, including while she was in Langston Park, after her relocation to Twin Rivers in May of 2014, and after her move back to the Summit, where she was assigned and moved into an upstairs unit in December 2014. Ms. Brown’s estate alleged that Ms. Brown made more requests in 2015 as her condition worsened and that she ultimately passed away on May 30, 2016 of complications from the disabilities that were exacerbated by climbing stairs. Ms. Brown’s estate alleged that the HRHA and CHP failed to make reasonable accommodations due to her disability.
3. Nora Burns alleged that she made a request for grab bars to CHP in 2015; however, the bars were not installed until 2016, constructively denying her request. Ms. Burns alleged that CHP failed to make a reasonable accommodation due to her disability. During the investigation, Ms. Burns also alleged that the bars installed in 2016 were not an adequate accommodation because they not affixed to the shower wall. It was not until June 2017 that such bars were installed in her unit.
4. Kitty Wade alleged that discriminatory notices were sent to residents of the newly constructed Summit that were directed at families with children and limited their enjoyment of their housing. Ms. Wade alleged that notices included (a) prohibiting children from disposing trash or receive a \$25 per bag fine; (b) singling out residents under 18 for causing damage; (c) threatening eviction, voucher termination, and Child Protective Services contact for leaving children unattended or in the care of someone under 18; and (d) requiring those under 18 to be inside during community quiet hours between 9pm to 8am, unless accompanied by and in direct presence of an adult, which is more restrictive than the City of Hopewell’s curfew. Ms. Wade alleged discriminatory notices, terms and conditions, and intimidation based on familial status. During the investigation, Ms. Wade also alleged that her relocation and return to the Summit discriminated in terms and conditions due to familial status because she was relocated to a two-bedroom unit with her family of six, moved again after mold was discovered to another two-bedroom unit, and moved back to the Summit into a three-bedroom unit.
5. Tabitha Whitehead alleged that discriminatory notices were sent to residents of the newly constructed Summit that were directed at families with children and limited their

enjoyment of their housing. Ms. Whitehead alleged that notices included (a) prohibiting children from disposing trash or receive a \$25 per bag fine; (b) singling out residents under 18 for causing damage; (c) threatening eviction, voucher termination, and Child Protective Services contact for leaving children unattended or in the care of someone under 18; and (d) requiring those under 18 to be inside during community quiet hours between 9pm to 8am, unless accompanied by and in direct presence of an adult, which is more restrictive than the City of Hopewell's curfew. Ms. Whitehead alleged discriminatory notices, terms and conditions, and intimidation based on familial status.

Recipients deny having discriminated against Complainants and admit no liability with respect to any of the allegations or claims in any of the complaints. Recipients nevertheless agree to settle the claims in the underlying actions by entering into this Conciliation Agreement and Voluntary Compliance Agreement ("Agreement"). This Agreement resolves the complaints filed under the Act, Section 504, and/or the ADA and Recipients' responsibilities under the civil rights statutes enforced by the Department.

II. GENERAL PROVISIONS

- A. The parties acknowledge that this Agreement is voluntary and constitutes a full settlement of cases 03-17-5906-8, 03-17-5907-8, 03-17-5908-8/-4/-D, 03-17-0001-4/-D, and 03-17-6379-8/-4/-D. The parties affirm that they have read and fully understand the terms set forth herein. The parties agree that they have not been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- B. **Term of Agreement:** The effective date of this Agreement is the date of the last signature in Section VIII ("Effective Date"). This Agreement shall be binding for the officers, trustees, directors, agents, employees, successors, and assigns of Recipients, Complainants, and the Department. This Agreement shall remain in effect for four (4) years.
- C. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Title VI, Section 504, Section 109, the ADA, and/or the Act. The Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- D. This Agreement does not affect the ability of the Department or Recipients to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this Agreement.
- E. Upon execution, this Agreement is a public document. A copy of this Agreement shall be made available to any person for his or her review, in accordance with the law. Recipients shall provide a copy of this Agreement to any person upon request and the HRHA will post the Agreement on its website during the first year of the Term of the Agreement. Should CHP create dedicated pages for its properties with separate URL addresses from the corporate chp.org website, during the first year of the Term of this Agreement, CHP shall post a copy of this Agreement on the dedicated Summit property website URL within thirty (30) days of the URL's creation for one year.

- F. Recipients shall provide a copy of reporting data they generate to comply with the Agreement to any person upon request in accordance with Recipients' Freedom of Information Act and Privacy Act procedure. In no event will public disclosure include personally identifiable information regarding applicants, residents, or program participants.
- G. Except as set forth in Section VII of this Agreement, to the extent that any prior Departmental guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding Recipients' obligations, responsibilities, or technical requirements, under Section 504, the ADA, Title VI, the Architectural Barriers Act, the Act, and/or Section 109 conflicts with this Agreement, this Agreement is the controlling document from the Effective Date of this Agreement.
- H. This Agreement does not supersede or in any manner change the rights, obligations, and responsibilities of the parties under any other court orders or settlements of other controversies involving compliance with civil rights statutes.
- I. This Agreement does not affect Recipients' obligations to comply with all requirements of Section 504, the ADA, Title VI, the Architectural Barriers Act, the Act, and Section 109 not addressed in this Agreement.
- J. Complainants hereby forever waive, release, and covenant not to sue the Department or the Recipients and their respective heirs, executors, assigns, agents, employees, and attorneys with regard to any and all claims, damages, and injuries under the Act, Section 504, and/or the ADA, whether presently known or unknown, arising out of the subject matter of HUD Fair Housing Case Numbers 03-17-5906-8, 03-17-5907-8, 03-17-5908-8/-4/-D, 03-17-0001-4/-D, and 03-17-6379-8/-4/-D, under the Act, Section 504, and/or the ADA, or other claims, damages, and injuries which could have been filed in any action or suit arising out of the facts alleged in those cases.

III. SPECIFIC PROVISIONS

A. Relief for Specific Complainants

- 1. For the term of this agreement, upon request by Ms. Nora Burns to move to an accessible unit at the Summit or other property in the Hopewell area managed by CHP, CHP shall determine whether any current residents of accessible units in such properties do not have needs for an accessible unit. If one or more are identified, within forty-five (45) days of notice being given to the current resident living in an accessible unit in the Summit without the needs for the accessible features that they are being relocated to an inaccessible unit per the terms of their lease, CHP shall move Ms. Nora Burns to an accessible, two-bedroom unit at the Summit, should she desire to move. CHP shall incur all costs associated with the move for Ms. Burns, including packing, moving, and any fees associated with transferring utilities.

2. Within sixty (60) days of the Effective Date of the Agreement, CHP shall set up a “Life Alert” or similar system for emergencies for Ms. Nora Burns. CHP will pay for the Life Alert system for the duration of her tenancy at the Summit.
3. Within fifteen (15) days of the Effective date of the Agreement, Recipients shall remit the amount of Two Hundred and Twenty-Eight Thousand Four Hundred and Forty-Seven Dollars and Seven Cents (\$228,447.07) to Complainants. The certified check(s) shall be made payable to “Legal Aid Justice Center” and sent to Legal Aid Justice Center, Att: Kim Rolla, 123 East Broad Street, Richmond, VA 23219. This amount is paid in full satisfaction of all of Complainants’ claims for monetary compensation and attorneys’ fees and costs with regard to above referenced cases (03-17-5906-8, 03-17-5907-8, 03-17-5908-8/-4/-D, 03-17-0001-4/-D, and 03-17-6379-8/-4/-D).
4. Within fifteen (15) days of receipt of the check from Recipients, Complainants’ representatives shall send records to the Department and Respondents reflecting the portion of the lump sum amount distributed from Legal Aid Justice Center’s client trust account to each individual Complainant, as well as records reflecting the attorneys’ fees dispersed to Legal Aid Justice Center and Housing Opportunities Made Equal of Virginia, Inc. Complainants’ representatives shall provide to Respondents the completed W-9 forms from each Complainant with the records showing the breakdown of the payments.

B. General Public Relief Provisions

1. Within sixty (60) days of the Effective Date of the Agreement, CHP and HRHA shall each appoint or hire a person as their Fair Housing Coordinator (i.e., each will have their own Fair Housing Coordinator). This person shall serve as the point-of-contact regarding compliance with this Agreement. The respective agency’s Housing Managers, Property Managers, and/or Eligibility staff will generally serve as the first point-of-contact for all applicants, tenants, and program participants with questions or complaints regarding fair housing matters; however, such staff shall report all fair housing related complaints and questions to the Fair Housing Coordinator. Nothing in this paragraph shall suggest that an applicant, tenant, or program participant cannot contact that Fair Housing Coordinator directly. The Coordinator shall not make any determinations regarding the complaints, but rather, will provide resources and contact information for how the person can file a complaint with the Department. The Coordinator shall keep a log of tenants who contact them with fair housing concerns and any resources and/or information provided by the Coordinator to the tenant. This log will be provided to HUD on a semi-annual basis (every six months) for the first year of the Agreement and on an annual basis for the remainder of the Term of the Agreement. This provision shall survive the Term of the Agreement. Should the Fair Housing Coordinator at either CHP or the HRHA be terminated or voluntarily leave, CHP or the HRHA shall inform the Department of the new Fair Housing Coordinator appointed or hired to fill the position within fifteen (15) days of the previous Coordinator’s departure.

2. Within ninety (90) days of the Effective Date of the Agreement and annually for the duration of the Agreement, all managers, employees, and contractors in CHP's Asset Management/Compliance, Property Management, and Resident Services divisions and all managers, employees, and agents of HRHA shall undergo an in-person formal training on the Fair Housing Act, Section 504, and the ADA. The training shall be at least four (4) hours in length and have a special emphasis on discrimination on the basis of familial status and disability, including requests for reasonable accommodation. The training shall be conducted by independently-qualified, third party-trained individuals identified by CHP and HRHA and approved by the Department.
 - a. For the first required training within ninety (90) days of the Effective Date, should CHP's and/or the HRHA's staff have previously completed training that meets the requirements of the Agreement within the past year (twelve months) prior to the Effective Date, CHP and/or HRHA, as applicable, shall submit a training agenda of the training that was conducted as well as a roster of attendees and evidence of successful completion within thirty (30) days of the Effective Date of the Agreement. If approved by the Department, this will satisfy the initial training requirement. If not approved, CHP and the HRHA shall follow the same procedures for all other required trainings in sub-provision c.
 - b. Should the Department approve prior training as satisfying the initial training requirement, within thirty (30) days of that approval from the Department, CHP and the HRHA shall hold staff meetings for their respective relevant staff to discuss the Agreement and policy changes that will be forthcoming as a result of the Agreement's implementation.
 - c. For all other required annual trainings, at least thirty (30) days prior to the training, CHP and the HRHA shall submit their respective training agendas to the Department for approval.
 - d. New employees of CHP and/or HRHA shall be trained within one hundred and twenty (120) days of their service date.
3. Fair Housing Postings and Materials:
 - a. Within thirty (30) days of the Effective Date of the Agreement, CHP and HRHA shall ensure that they have prominently posted in rental offices, main offices, and administrative buildings, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all apartments are available for rent and all programs are available to apply on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.
 - b. Within thirty (30) days of the Effective Date of the Agreement, CHP and HRHA shall ensure that they have included the words "Equal Housing Opportunity" and the fair housing logo on all website pages and marketing materials (signs, pamphlets, brochures, flyers, etc.) provided to applicants, residents, or program participants. The words and logo shall be prominently placed and easily readable.

- c. Within thirty (60) days of the Effective Date of the Agreement, CHP and HRHA shall include as an addendum or attachment the following phrase in all standard applications, leases, policies, and rules:

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18). We do not interfere, threaten, or coerce persons in the exercise of their fair housing rights. We do not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.

In addition to this phrase, CHP and the HRHA shall provide their respective Fair Housing Coordinator's name and contact information. Future revisions to these documents will incorporate this language and the Fair Housing Coordinator's name and contact information in its body. The HRHA shall incorporate this language into the body of its documents through the regular public notice policy change process.

- d. Within sixty (60) days of the Effective Date of the Agreement, CHP and HRHA shall implement a policy to provide fair housing materials to applicants, tenants, and program participants, when providing application materials, leases, program admission, or at recertification. The materials can be a flyer or brochure that describes their fair housing rights, prohibitions of discrimination in housing, and how to file a complaint. CHP and HRHA shall receive approval from the Department prior to distributing the material.
4. Within one hundred and eighty (180) days of the Effective Date, CHP and HRHA shall review all of their policies, rules, and lease documents at all properties owned and managed by CHP or the HRHA and make modifications of such documents to ensure compliance with the Act, Section 504, the ADA, and all civil rights laws, including, but not limited to, compliance with:
 - a. The DOJ/HUD Joint Statement on Reasonable Accommodations;
 - b. The DOJ/HUD Joint Statement on Reasonable Modifications;
 - c. HUD Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions;
 - d. FHEO Notice 2013-01: Service Animals and Assistance Animals for People with Disabilities in Housing and HUD-Funded Programs; and
 - e. The Fair Housing Act prohibition regarding discrimination against families with children. [42 U.S. Code § 3604].CHP and HRHA shall notify HUD of all modifications resulting from such review, and receive feedback from HUD prior to any issuance of notice in Provision B.5.
5. Within thirty (30) days of completion of the modifications to policies, rules, and lease documents in B.4 above (210 days following effective date of agreement), CHP and HRHA shall notify all applicants, tenants, and program participants of the modifications, including, but not limited to, posting the notice regarding the changes in

rental offices, main offices, administrative buildings, and on any relevant website pages maintained by CHP and/or the HRHA and providing individual notice to all current residents of CHP and/or HRHA properties by standard procedures of notice of policy changes followed by CHP and/or the HRHA, including CHP's respective property management hand delivering notices to tenants at their respective properties and if hand delivered notice is unavailable to certain residents, providing individual notice by mail and HRHA's process of individual notice by mail. Any notice to announce these changes shall include the name and contact information for the Fair Housing Coordinator. In regards to necessary changes to lease documents, CHP will modify prospective leases and will notify tenants of provisions in current leases that will no longer be enforced. In regards to the HRHA's modifications, all modifications will initially occur through an addendum or attachment to the document, and the HRHA will then incorporate the modifications into the body of the document through the regular public notice policy change process.

6. On or near the first anniversary of this agreement and annually for the term of the Agreement, CHP and HRHA shall have their Fair Housing Coordinator arrange for a third-party contractor to test their respective staff for compliance with their policies and rules regarding prohibition of discrimination against families with children and reasonable accommodation requests. The third-party contractor shall have fair housing and testing qualifications, and shall be submitted to the Department, including qualifications of the contractor and their plan for the testing, prior to any testing being performed. Once CHP and HRHA receive approval from the Department, they shall have the contractor complete the required testing.
 - a. HRHA and CHP shall negotiate their respective self-testing contracts with the third-party contractors.
 - b. HRHA and CHP shall review all testing reports and recommended remedial actions from the third-party contractor and work with the contractor to remedy any noted deficiencies and complete any recommended actions.
 - c. Both HRHA's and CHP's contracts shall include provisions for the third-party contractor to report to the Department that they have completed the required self-testing under this provision and have remedied any deficiencies to the contractor's satisfaction, if any.
 - d. Nothing in this paragraph shall preclude the Department from determining compliance with the provisions of this Agreement or taking action consistent with the terms of this Agreement should non-compliance be found.
7. HRHA agrees that CHP and any future RAD conversion partner is a sub-recipient of its federal financial assistance, and, as such, that HRHA must monitor its sub-recipients' compliance with civil rights related laws in all existing and future contracts.

- a. Within ninety (90) days of the Effective Date of this Agreement, HRHA will submit a Monitoring Plan to the Department's Office of FHEO that includes strategies for conducting remote and on-site fair housing and civil rights monitoring of its sub-recipients of federal financial assistance. The HRHA shall identify which sub-recipients are high risk in terms of civil rights compliance and require that on-site reviews are completed bi-annually (every two years) for these sub-recipients.
- b. Within one-hundred and twenty (120) days of the Effective Date of this Agreement, HRHA will conduct on-site monitoring of those sub-recipients identified as high risk.
- c. HRHA shall conduct remote monitoring of moderate and low risk sub-recipients annually.
- d. HRHA shall submit reports to HUD detailing the information gathered through adherence to the Monitoring Plan semi-annual (every six months).
- e. HRHA shall implement a policy within thirty (30) days of the Effective Date of this Agreement to ensure HRHA staff are informed of the process to not refer tenants with complaints regarding sub-recipients back to the sub-recipient, but rather shall record the complaint and provide information to the tenant regarding how they can file a fair housing complaint with HUD. HRHA shall include such complaint records in its semi-annual Monitoring Plan reports to HUD.

C. Provisions Related to Familial Status:

1. Within thirty (30) days of the Effective Date of this Agreement, CHP and HRHA shall review all of their policies, leases, and rules and remove all provisions that prohibit children only, as opposed to all persons generally, from equal enjoyment of their housing. Such prohibitions include, but are not limited to:
 - a. Leaving children unattended or in the care of someone under the age of 18;
 - b. Singling out children for damage to vehicles, property, and buildings;
 - c. Requiring supervision by an adult whenever a child is outside;
 - d. Requiring children to play in specific areas of the community and prohibiting them from areas that may be accessed by others;
 - e. Imposing a curfew or quiet hours more restrictive than the City of Hopewell, including prohibiting anyone under 18 years old from being outside unless accompanied or in direct presence of an adult in a manner more restrictive than the City Code;
 - f. Prohibiting anyone under the age 18 from taking out the trash and charging the household a fine;
 - g. Threatening eviction, notification of Child Protective Services, loss of participation in the voucher program, notification of HRHA, loss of credit, and inability to obtain a new voucher in a different location in reference to a prohibited rule or policy specific to children.

2. Within ninety (90) days from the Effective Date of the Agreement, HRHA will identify additional resources to assist program-participant families with their housing search, particularly for those program-participant families seeking units larger than three-bedrooms, including local housing provider contact information and rental search resources, and begin to provide those additional resources to program-participant families during their housing search.
3. Within ninety (90) days of the Effective Date of the Agreement, CHP shall establish and fund a voluntary, year-round youth program for the benefit of children age 17 and under living at the Subject Property, similar to the programs provided at its other properties and the program previously provided at the Summit. CHP shall fund and maintain the program for the duration of the Agreement. CHP agrees to establish the program containing services such as those set forth on Exhibit A, or similar content approved by the Department. Should reporting to HUD show that less than 5 children are making use of the programming during any particular season or seasons (after-school fall, after-school winter, after-school spring, or summer programming), CHP will solicit resident feedback regarding the lack of use of the program for that particular season or seasons. CHP shall then submit to HUD evidence of the lack of use of the program and the resident feedback, and include CHP's proposal for changing the program to better fit resident feedback. Should that particular season or seasons show the same lack of use of the programming the next year, despite CHP's efforts to adjust the programming, CHP shall submit that proof to the Department and receive confirmation that it is no longer required to continue the programming for that particular season or seasons.
4. Within one hundred and eighty (180) days of the Effective Date of the Agreement, CHP shall evaluate the purchase and installation of more play equipment on-site, either expanding the current sites of play equipment or establishing additional sites for play equipment. CHP shall solicit, receive, and document tenant input regarding plans for new play equipment prior to purchasing any items. CHP shall submit its proposal for play equipment that it plans to install to satisfy this provision and records of resident feedback to the Department, prior to installation. Should CHP determine that factors such as space restrictions, zoning, etc. impact its ability to effectively install additional equipment, it will meet with HUD to identify a mutually-agreeable alternative, taking into account the tenant input provided. Once an alternative is determined, CHP shall present the alternative to tenants and receive input regarding if it is an acceptable alternative, prior to the installation of any equipment.
5. Compensation Fund:
 - a. Within thirty (30) days of the Effective Date of the Agreement, CHP will deposit the total sum of \$112,300 in an interest-bearing escrow account, which will be available to pay current and former tenant families, other than Complainants Wade and Whitehead, who lived at the Subject Property between the first move-in at the Summit and February 28, 2017 and who had children under the age of 18 in their

legal custody during this time period (“Other Tenant Families”). Such escrow account will be referred to as the “Compensation Fund.”

- b. CHP agrees to provide the sum described above in the form of a certified or cashier’s check to the Compensation Fund, with this fund to be administered by an independent third-party administrator (the “Administrator”). CHP shall provide written verification to the Department of the deposit and appointment of the Administrator within forty-five (45) days of approval of the Agreement. All costs associated with the administration of the Compensation Fund by the Administrator shall be borne by CHP. The Administrator shall have expert fair housing knowledge and qualifications. The Administrator shall not be a member of the management team at the Subject Property or anyone who had contact with former Langston Park tenants during the RAD conversion.
- c. Receipt of payment from the Compensation Fund by Other Tenant Families shall not be considered as an asset or as income for purposes of establishing Other Tenant Families’ eligibility and rental obligations in public housing programs (housing or voucher).
- d. Within thirty (30) days of the Effective Date of the Agreement, the Administrator shall research and attempt to locate Other Tenant Families that qualify for payment under the Compensation Fund. CHP and the HRHA shall cooperate with the Administrator’s efforts to locate such families.
- e. Within sixty (60) days of the Effective Date of this Agreement, the Administrator will issue a Notice Letter sent by both regular mail and certified mail, return receipt requested, to each of the Other Tenant Families identified, notifying them of the Compensation Fund and the process for contacting the Administrator. The Administrator shall also place such Notice Letter on or under the doors of all Other Tenant Families living at the property. The Administrator will use reasonable good faith efforts to notify each Other Tenant Family, including identifying the proper address for, and notifying, all Other Tenant Families who have moved from the property. Each of the Other Tenant Families who meet the requirements set out in the Notice Letter will receive a share of the funds in the Compensation Fund. The Department will provide the Administrator a formula for determining the payment for each approved claim based upon the Agreement with CHP and HRHA.
- f. Compensation Form: The Notice Letter will include an attached document (the “Compensation Form”) containing: (1) the name and address of the head of household for each respective Other Tenant Family; (2) birthdates for children under the age of 18; (3) the dates of tenancy at the Subject Property); (4) the deadline for return of the Compensation Form; (5) a statement that receipt of payment from the Compensation Fund shall not be considered as an asset or as income for purposes of establishing Other Tenant Families’ eligibility and rental obligations in public housing programs (housing or voucher); and (6) a release clause approved by the parties, indicating that, upon execution and return to the

Administrator of the Compensation Form along with a completed form W-9, and receipt of payment from the Compensation Fund, the members of each of the respective Other Tenant Families release all of their claims for violations of anti-discrimination laws relating to the terms of the CHP's policies and notices sent by CHP from the first move-in to the Summit to February 28, 2017. The Compensation Form shall be submitted to the Department for review prior to distribution to Other Tenant Families. Any Other Tenant Family that disagrees with any information regarding their dates of tenancy or number of dependents appearing in the Compensation Form shall be notified and has ninety days (90) from receipt of the notice to provide documentation to the Administrator to support its claim. The Administrator shall consider the additional documentation. The Notice Letter sent via certified mail shall include a postage prepaid, pre-addressed envelope in which the Compensation Form may be mailed to the Administrator.

- g. Administrator Responsibilities for Compensation Form: The Administrator shall assist with distributing the Notice Letter and the Compensation Form, collecting and maintaining the completed Compensation Forms, maintaining records (Notice Letters, return receipt cards, documentation of conversations with Other Tenant Families, and additional information provided by Other Tenant Families), and address questions that arise in connection with the administration of the Compensation Fund. In the Notice Letter, the Other Tenant Families will be provided with the Administrator's name and a toll-free phone number and email address to contact the Administrator during regular business hours, or where they may leave messages for the Administrator to contact them. The Administrator will schedule a non-mandatory meeting with Other Tenant Families, at the Subject Property or within three miles of the Subject Property, to be scheduled approximately thirty (30) days after the Notice Letters are sent to the Other Tenant Families. The purpose of the meeting will be to answer Other Tenant Family questions and assist with and collect the Compensation Forms. Members of the management team from the Subject Property or persons who had contact with former Langston Park residents during the RAD conversion shall not attend the meeting.
- h. The Compensation Forms shall have a deadline for their return of six (6) months from the date of mailing of the form, but in no event later than twelve (12) months from the date that CHP funds the Compensation Fund. Within ninety (90) days of the deadline for submission of the Compensation Forms, the Administrator will provide to the Department a copy of all completed Compensation Forms and any additional documentation submitted by Other Tenant Families and a listing of all Other Tenant Families who did not respond to the Notice Letter or who could not be located. The Administrator will provide the Department a complete list of Other Tenant Families who have properly executed and submitted the Compensation Form and W-9 and who will receive compensation from the Fund, with their share of the Compensation Fund calculated in accordance with the formula provided by the Department.

- i. Within ten (10) days after review and written approval of the proposed list of tenants by the Department, the Administrator will send payment to all Other Tenant Families who have executed and timely returned the Compensation Form and W-9 to the Administrator. The Administrator shall make such payment by certified or cashier's check via certified mail to the appropriate address. Should the Department and the Administrator disagree on a claim, to resolve the dispute the Department will provide documentation and the basis for its position to the Administrator prior to issuing a payment.
 - j. No payments shall be provided from the Compensation Fund before the potential recipient has signed the Compensation Form releasing CHP, upon payment from the Compensation Fund, of all claims for violations of anti-discrimination laws relating to the terms of the CHP's policies and notices sent by CHP from the first move-in to the Summit to February 28, 2017.
 - k. Should the Administrator experience reasonable difficulty or delays in identifying and notifying Other Tenant Families or other similar issues, the FHEO Regional Director may agree to appropriate extensions of deadlines as necessary to fulfill the spirit of this section of the Agreement, but in no event longer than three (3) months. Any agreement regarding an extension of a deadline shall be reduced to writing and signed by CHP and approved by the Department.
 - l. In the event that less than the total amount of the Compensation Fund, including accrued interest, is distributed to Other Tenant Families, CHP will utilize the excess funds to comply with other provisions of the Agreement that have associated costs and may withdraw funds from the Compensation Fund for this purpose after the distribution of funds to Other Tenant Families.
6. Separate notice will be provided to all Other Tenant Families that, separate from the Compensation Fund, they are entitled to reimbursement of any fees paid for the children taking the trash out to the dumpster at the property. CHP shall refund fees paid for trash disposal by a child within ten (10) days of receipt of proof from the family that they received a notice and paid a fine. Proof can include documentation of an individualized notice addressed to the specific family, not a general notice sent to all residents, a receipt for a fine paid for trash disposal by a child, and/or a copy of the check used to pay the fine. If a family does not have such proof, they may submit an affidavit under penalty of perjury that they received a notice and paid a fine, specifying who the fine was paid to and whether it was cash or another form of payment. Refunds based on affidavits shall be limited to \$50.00 per family, and may be paid out of the Compensation Fund, if remaining funds exist after payment to Other Tenant Families. CHP shall also review tenant files to determine families with children that received such fees and refund the fee regardless if the family provides separate notice.

D. Provisions Related to Persons With Disabilities

1. Within one hundred and eighty (180) days of the Effective Date of the Agreement, CHP and the HRHA shall host a joint community event in the City of Hopewell focused on services available in the community for individuals with disabilities and their respective programs and accommodation request processes. At least sixty (60) days prior to the event, CHP and the HRHA shall submit a proposal to the Department, that includes the proposal for what the event will entail and how the event will be advertised, and receive approval prior to holding the event.
2. Within sixty (60) days of the Effective Date of the Agreement, CHP and HRHA shall modify their respective Reasonable Accommodation Policies and submit them to the Department for review prior to implementation, to include the following:
 - a. A process for verbal requests for reasonable accommodation, recordkeeping for all such requests, and a written procedure for employees to report verbal reasonable accommodation requests to persons who make decisions on reasonable accommodation requests for CHP and HRHA.
 - b. Indication that any reasonable accommodation that is approved will include in the approval notification a timeframe for the installation of the accommodation or a timeframe, if not immediate, for when the policy change or modification will go into effect for the requester. Should the initial timeframe not be met due to circumstances outside the control of either party, it will send a notification with an explanation for the delay as well as an updated implementation timeframe.
 - c. Requirement that all leases contain a provision requiring persons who do not need accessible features of a unit to move from an accessible unit within 30 days of another unit becoming available, for CHP at the property for the existing tenant and for the HRHA at a property in the HRHA's portfolio, if a person who needs the accessible features properly requests the accessible unit.
 - d. A policy that when CHP or HRHA offers a unit with accessible features as opposed to a fully compliant ADA unit to a person with disabilities, that they will inform the person in writing that the unit is not a fully compliant ADA unit, but, instead contains certain accessible features, which CHP or HRHA believes will meet the person's accessibility needs. The notice will list what features are accessible and allow the person to decline the unit if it does not meet their needs. Both CHP and HRHA shall keep a list of units at each of their main property or program offices that indicate if the unit is fully accessible. Neither CHP nor the HRHA shall be required to keep a list of all units that have accessible features, but are not fully accessible.

The following sub-provisions shall apply to the HRHA's Reasonable Accommodation Policy and CHP's Reasonable Accommodation Policy for all units in Hopewell, Virginia:

- e. Procedures for moving persons requesting transfers of units for disability-related needs to the top of the list for a unit in Hopewell owned and managed by CHP or the HRHA. CHP's Section 504 Coordinator shall also keep a list of properties owned and managed by CHP in the following counties and cities that are available: Chesterfield County, Dinwiddie County, Henrico County, Prince George County, or Sussex County and the cities of Colonial Heights, Petersburg, or Richmond. The

504 Coordinator shall determine if a unit exists at those properties that can accommodate those needs, and place the tenant at the top of the list for such a unit.

- f. A procedure for providing reasonable assistance with locating and transferring to an accessible unit or a unit meeting a person with disabilities' needs (i.e., ground floor unit) after a reasonable accommodation request is approved for such a unit, if the following first occurs:
 - i. The tenant's current unit cannot be modified to add the accessible features required by the tenant; and
 - ii. If a unit with the disability-related features required by the tenant does not become available within ninety (90) days of the approval of the reasonable accommodation request from the tenant; and
 - iii. The tenant has not indicated in writing a willingness to stay in the current apartment for longer than ninety (90) days until such time as an accessible unit becomes available or such time that the tenant indicates the willingness to remain in the apartment no longer exists.

The tenant must meet income and other qualifications, which may require an additional reasonable accommodation, in order to rent the unit. Residents transferred to off-site units under this provision because of CHP's or the HRHA's inability to accommodate the resident on-site will not be responsible for moving expenses, and any search for an off-site accessible unit by CHP or the HRHA shall prioritize off-site units that would allow the resident to remain in subsidized housing for their income, and be limited to "best efforts." For the HRHA, this procedure could include offering a tenant-based voucher to tenants under the RAD program that currently live in a project-based voucher unit. For the HRHA, this procedure could include placing the tenant at the top of the waitlist for a tenant-based voucher in order to obtain a subsidized, accessible unit.

In regards to the HRHA's modifications to its Reasonable Accommodation Policy, all modifications will initially occur through an addendum or attachment to the document, and the HRHA will then incorporate the modifications into the body of the document through the regular public notice policy change process.

3. Within sixty (60) days of the Effective Date of the Agreement, CHP and HRHA shall develop a written, standard procedure for employees to accept and complete reasonable accommodation requests. The procedure shall include the written procedure for verbal requests referenced in provision D.2.a above. These procedures shall be submitted to the Department for review prior to implementation. Upon approval by the Department, such procedures shall be posted on CHP's internal employee web portal and HRHA's website.
4. Within sixty (60) days of the Effective Date of the Agreement, CHP and HRHA shall certify to the Department that their lease documents include a provision requiring persons who do not need accessible features of a unit to move from an accessible unit within 30 days if a person who needs the accessible features properly requests the accessible unit, and another unit is available for that tenant to be transferred to from the

accessible unit. Such provision shall include payment of moving costs for any resident requiring an accessible unit who is relocated between CHP or HRHA units. CHP and HRHA shall provide copies of the lease documents to the Department.

5. Within sixty (60) days from the Effective Date of the Agreement, HRHA will determine resources for persons with disabilities requiring accessible units or units with accessible features, including local organization contact information and rental search resources, and begin to provide those resources to persons with disabilities approved for tenant-based vouchers or those who make a reasonable accommodation request for such a unit, and no unit becomes available within ninety (90) days of the approval of the reasonable accommodation request or the tenant's current unit cannot be modified to add the accessible features required by the tenant.
6. Within sixty (60) days of the Effective Date of the Agreement, CHP and HRHA will compile a list of their fully compliant ADA units in Hopewell, Virginia, which each shall keep available to any applicants, resident, or program participants requesting such a unit. CHP and HRHA shall never offer a unit as a fully accessible unit to an applicant, resident, or program participant when the unit only has accessible features. Any offer of a unit in Hopewell, Virginia, with accessible features to an applicant, resident, or program participant shall include a written notice of what features are accessible in the unit and the ability of the person to reject the unit for not meeting their disability-related needs without losing their place for the next available accessible unit. Should any applicant or resident request information on additional accessible units owned or managed by CHP outside of Hopewell, VA, the property staff person shall provide contact information for properties in the areas of interest for that applicant or resident.
7. Within thirty (30) days of the Effective Date of the Agreement, CHP shall modify the Individual Preference Form to explicitly ask if the tenant requires a policy change or modification to the unit to be able to fully use their housing due to a disability-related need.
8. Within ninety (90) days of the Effective Date of this Agreement, CHP and the HRHA shall send individual notices to all residents and/or program participants in Hopewell, VA via the manner CHP and the HRHA normally communicate with tenants, including CHP's respective property management hand delivering notices to tenants at their respective properties and if hand delivered notice is unavailable to certain residents, providing individual notice by mail and HRHA's process of individual notice by mail. that each is seeking to ensure that the needs of its residents and/or program participants are being met. The HRHA may fulfill this requirement by including the information in the HRHA's newsletter which is mailed to tenants. The notice shall state that anyone who has a disability-related need for an accommodation, either to a policy or for a physical modification to their unit, should contact their property manager or HRHA representative immediately. The notice shall include language regarding CHP and the HRHA's compliance with civil rights laws and a statement regarding non-discrimination. The notice shall be submitted to the Department for review prior to being sent to residents or program participants or published in the HRHA's newsletter.

9. Within one hundred and eighty (180) days of the Effective Date of the Agreement, and semi-annually (every six months) for the Term of the Agreement, CHP and HRHA shall report on reasonable accommodation requests received from the Summit and Kippax Place residents and HRHA program participants and their disposition, including date of request, name of requester, address of requester, contact information (phone, email) of requester, nature of request, disposition (approved or denied), date of disposition, if denied a reason for denial, if approved the date of installation of accommodation or date of implementation of policy change or modification, the current status of the request, and any other relevant notes. The provision includes both written requests and verbal requests recorded as part of the process in CHP and the HRHA's respective Reasonable Accommodation Policies as outlined in provision D.2.a.

E. Future RAD Conversion Provisions

These "Future RAD Conversion Provisions" shall survive the Term of the Agreement. Should HRHA and/or CHP undergo any future RAD conversions, they must comply with the following:

1. The Rental Assistance Demonstration (RAD) Notice Regarding Fair Housing and Civil Rights Requirements and Relocations Requirements Applicable to RAD First Component – Public Housing Conversions (November 10, 2016) and any revision to the RAD Notice and any supplemental notices in effect at the time, including front-end civil rights review.
2. All future RAD conversions shall provide equal opportunities for persons with disabilities and families with children to access housing. These conversions shall comply with all civil rights related laws, including the Act, Section 504, and the ADA, and applicable regulations. Those conversions involving substantial rehabilitation or new construction shall comply with the design and construction requirements for covered multifamily units under the Act. These conversions shall include a range of bedroom sizes to reasonably reflect the needs of program participants and applicants in the geographic area of the RAD conversion, except where limited by applicable covenants and restrictions on the property or other HUD requirements. No type of unit shall be segregated to one area of the development (i.e., accessible units, all large units, etc.).
3. All relocations, including temporary relocation, associated with future RAD conversions will not under-house program participants and will not place program participants in substandard housing.
4. Prior to any future RAD conversion relocations or rehousing, CHP and HRHA shall implement written standard procedures related to transferring records of reasonable accommodation requests from former properties' record keeping systems to new RAD properties' record keeping systems. Residents shall not be required to recertify the need for their previously approved reasonable accommodation at the new property or resubmit requests currently in the process of being reviewed. The procedures shall

include how communications will be made between the former owner/property manager and the new property manager regarding such requests, how the new property manager will ensure there are no additional needs by residents outside of their previously-approved accommodations, how the new manager will follow-up on any request made by a resident related to a disability-related need, how the previous owner will monitor and ensure that previously-approved reasonable accommodation requests are honored and implemented, and how the new property manager will ensure and monitor that all accommodations are implemented prior to any relocations of residents and that the accommodations are also implemented when residents are rehoused at the RAD properties after construction is completed. These procedures shall be provided to the Department for review prior to any implementation. No relocation can occur until these procedures have been implemented.

5. The HRHA shall submit the current market study for the Piper Square RAD conversion to the Office of Fair Housing and Equal Opportunity (“FHEO”) representative monitoring compliance with this Agreement within thirty (30) days of completion. With the market study, the HRHA shall also submit the proposed unit make-up of the new Piper Square units after the RAD conversion, including the number of units of each bedroom size, number of accessible units, and the number of bedrooms in each accessible unit. Upon receipt, FHEO shall submit feedback to the HRHA regarding any potential fair housing concerns given the proposed make-up of the newly constructed Piper Square property, if any, within sixty (60) days of receipt of the market study and proposed unit make-up. If the HRHA has concerns that the feedback from FHEO would make the newly constructed Piper Square property unmarketable, the HRHA and FHEO shall meet to discuss and come to a mutually agreeable alternative. This review, feedback, and meeting, if any, shall occur prior to any relocations of tenants from the current Piper Square property.

IV. REPORTING 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 directed to the following: Rachel Leith, Enforcement Branch Chief, Region III, U.S. Department of Housing and Urban Development, Rachel.L.Leith@hud.gov.
- C. Recipients shall submit evidence to the Department that it has taken the action called for in the Specific Provisions in semi-annual reports (every six months) for the Term of the Agreement, unless the Specific Provision indicates otherwise.
 1. Those provisions that require reporting outside the six month, semi-annual reports, and should be provided to the Department within 10 days of completion for review, include:
 - a. III.A.3-4. Copies of the check(s) sent to Legal Aid Justice Center *and from Complainants, records of each payment to individual Complainants and attorneys’ fees and proof same records sent to Respondents;*

- b. III.B.2. Agenda and roster of attendees for training to satisfy first training;
 - c. III.B.2.b. If approved, certification or agenda of staff meetings held at CHP and HRHA to discuss Agreement and policy changes;
 - d. III.B.2.c. Agendas and qualifications of trainer for subsequent trainings for HUD approval prior to holding trainings;
 - e. III.B.3.d. Policy for Department approval to provide fair housing materials;
 - f. III.B.4. Notification to HUD of all modifications from review of policies, rules, and lease documents for review and feedback;
 - g. III.B.7.a. HRHA Monitoring Plan;
 - h. III.C.5. CHP verification of deposit and appointment of Administrator for Compensation Fund;
 - i. III.C.5. Notice Letter and Compensation Form for review by HUD;
 - j. III.C.5. Evidence of non-mandatory meeting regarding Compensation Fund;
 - k. III.C.5.k. Withdraws from Compensation Fund, if any, after payment to Other Tenant Families, including what other provision the excess funds will be utilized towards;
 - l. III.C.6. Separate notice sent to Other Tenant Families regarding fine reimbursement;
 - m. III.C.6. Certification and evidence of payments for fine reimbursement;
 - n. III.D.1. proposal for joint community event;
 - o. III.D.2. Modified Reasonable Accommodation Policies for HUD review;
 - p. III.D.3. Written standard procedures for employees regarding reasonable accommodation requests for HUD review and approval;
 - q. III.D.8. Notice to tenants or program participants regarding disability-related needs for HUD review;
 - r. III.E.4. Written standard procedures for transferring records of reasonable accommodations requests during RAD conversions; and
 - s. III.E.5. Piper Square market study and proposed unit make-up.
2. Provisions that should be reported on within six months, include:
- a. II.E. Certification that the Agreement available upon request and evidence of posting on websites (or certification from CHP that a designated page has not been created for the Subject Property);
 - b. III.A.1. Certification of no request from Ms. Burns for an accessible unit or evidence that a request was made, the transfer occurred, and proof of costs paid by CHP for packing, the move and any fees associated with transferring utilities;
 - c. III.A.2. Evidence of a Life Alert or similar system being set up for Ms. Burns;
 - d. III.B.1. Appointment of a Fair Housing Coordinator at CHP and HRHA;
 - e. III.B.1. Log of tenant contacts with Fair Housing Coordinator and resources and/or information provided to the tenant;

- f. III.B.3.a-d. Certification and/or evidence of fair housing sign, inclusion of phrase and logo on website pages and marketing materials, addendum or changes to applications, leases, policies, and rules, and finalized policy to provide fair housing material;
 - g. III.B.7.b-d. HRHA semi-annual Monitoring Report;
 - h. III.B.7.e. HRHA policy regarding process for complaints regarding subrecipients;
 - i. III.C.1. Certification of removal of provisions prohibiting children only in policies, leases, and rules;
 - j. III.C.2. HRHA evidence of additional resources for families and certification that the resources are being provided to program-participant families;
 - k. III.C.3. CHP evidence of year-round youth programming;
 - l. III.C.4. CHP proposal for play equipment and records of resident feedback;
 - m. III.D.2. Copies of Final Modified Reasonable Accommodation Policies;
 - n. III.D.3. Copies of Final Standard Procedures for Reasonable Accommodations and evidence of posting on internal/external website;
 - o. III.D.4. Certification of leases containing provisions regarding persons who do not need accessible features of units and copies of lease documents;
 - p. III.D.5. HRHA evidence of additional resources for persons with disabilities;
 - q. III.D.6. Certification of list of fully compliant ADA units in Hopewell and compliance with other parts of this provision;
 - r. III.D.7. Proof of modification to CHP Individual Preference Form;
 - s. III.D.8 Copy of final notice sent to tenants or program participants regarding disability-related needs; and
 - t. III.D.9 Reports on reasonable accommodation requests at the Summit, Kippax, and HRHA program participants.
3. Provisions that should be reported on within one year, include:
- a. II.E. Certification that the Agreement available upon request and evidence of posting on websites (or certification from CHP that a designated page has not been created for the Subject Property);
 - b. III.A.1. Certification of no request from Ms. Burns for an accessible unit or evidence that a request was made, the transfer occurred, and proof of costs paid by CHP for packing, the move and any fees associated with transferring utilities (not required if transfer already occurred);
 - c. III.B.1. Log of tenant contacts with Fair Housing Coordinator and resources and/or information provided to the tenant;
 - d. III.B.5. Copy of notice provided to applicants, tenants, and program participants of modifications to policies, rules, and leases;
 - e. III.B.7.b-d. HRHA semi-annual Monitoring Report;

- f. III.C.5.g. Copy of all completed Compensation Forms and any additional documentation and a listing of all who did not respond or could not be located; complete list of Other Tenant Families properly following procedure, who will receive compensation with their share of the Fund calculated;
 - g. III.D.1. Evidence of joint community event completion; and
 - h. III.D.9 Reports on reasonable accommodation requests at the Summit, Kippax, and HRHA program participants.
4. Provisions that should be reported on within eighteen months, include:
 - a. II.E. Certification that the Agreement available upon request;
 - b. III.A.1. Certification of no request from Ms. Burns for an accessible unit or evidence that a request was made, the transfer occurred, and proof of costs paid by CHP for packing, the move and any fees associated with transferring utilities (not required if transfer already occurred);
 - c. III.B.2. rosters and/or training certificates for completed second annual training;
 - d. III.B.6. Confirmation from third-party contractor of completion of required annual self-testing and satisfaction of any recommended remedial action;
 - e. III.B.7.b-d. HRHA semi-annual Monitoring Report;
 - f. III.C.5.h. Proof of payments from Compensation Fund; and
 - g. III.D.9 Reports on reasonable accommodation requests at the Summit, Kippax, and HRHA program participants.
 5. Provisions that should be reported on within two years, include:
 - a. II.E. Certification that the Agreement available upon request;
 - b. III.A.1. Certification of no request from Ms. Burns for an accessible unit or evidence that a request was made, the transfer occurred, and proof of costs paid by CHP for packing, the move and any fees associated with transferring utilities (not required if transfer already occurred);
 - c. III.B.1. Log of tenant contacts with Fair Housing Coordinator and resources and/or information provided to the tenant;
 - d. III.B.7.b-d. HRHA semi-annual Monitoring Report; and
 - e. III.D.9 Reports on reasonable accommodation requests at the Summit, Kippax, and HRHA program participants.
 6. Provisions that should be reported on within thirty months, include:
 - a. II.E. Certification that the Agreement available upon request;
 - b. III.A.1. Certification of no request from Ms. Burns for an accessible unit or evidence that a request was made, the transfer occurred, and proof of costs paid by CHP for packing, the move and any fees associated with transferring utilities (not required if transfer already occurred);
 - c. III.B.2. rosters and/or training certificates for completed third annual training;

- d. III.B.6. Confirmation from third-party contractor of completion of required second annual self-testing and satisfaction of any recommended remedial action;
 - e. III.B.7.b-d. HRHA semi-annual Monitoring Report; and
 - f. III.D.9 Reports on reasonable accommodation requests at the Summit, Kippax, and HRHA program participants.
7. Provisions that should be reported on within three years, include:
- a. II.E. Certification that the Agreement available upon request;
 - b. III.A.1. Certification of no request from Ms. Burns for an accessible unit or evidence that a request was made, the transfer occurred, and proof of costs paid by CHP for packing, the move and any fees associated with transferring utilities (not required if transfer already occurred);
 - c. III.B.1. Log of tenant contacts with Fair Housing Coordinator and resources and/or information provided to the tenant;
 - d. III.B.7.b-d. HRHA semi-annual Monitoring Report; and
 - e. III.D.9 Reports on reasonable accommodation requests at the Summit, Kippax, and HRHA program participants.
8. Provisions that should be reported on within forty-two months, include:
- a. II.E. Certification that the Agreement available upon request;
 - b. III.A.1. Certification of no request from Ms. Burns for an accessible unit or evidence that a request was made, the transfer occurred, and proof of costs paid by CHP for packing, the move and any fees associated with transferring utilities (not required if transfer already occurred);
 - c. III.B.2. rosters and/or training certificates for completed fourth annual training;
 - d. III.B.6. Confirmation from third-party contractor of completion of required third annual self-testing and satisfaction of any recommended remedial action;
 - e. III.B.7.b-d. HRHA semi-annual Monitoring Report; and
 - f. III.D.9 Reports on reasonable accommodation requests at the Summit, Kippax, and HRHA program participants.
9. Provisions that should be reported on in a Final Report within 30 days of four years of the Effective Date, including:
- a. II.E. Certification that the Agreement available upon request;
 - b. III.A.1. Certification of no request from Ms. Burns for an accessible unit or evidence that a request was made, the transfer occurred, and proof of costs paid by CHP for packing, the move and any fees associated with transferring utilities (not required if transfer already occurred);
 - c. III.B.1. Log of tenant contacts with Fair Housing Coordinator and resources and/or information provided to the tenant;
 - d. III.B.6. Confirmation from third-party contractor of completion of required fourth annual self-testing and satisfaction of any recommended remedial action;

- e. III.B.7.b-d. HRHA semi-annual Monitoring Report; and
- f. III.D.9 Reports on reasonable accommodation requests at the Summit, Kippax, and HRHA program participants.

V. RECORDKEEPING REQUIREMENTS

- A. During the term of this Agreement, Recipients shall maintain any and all records relating to their implementation of the requirements of this Agreement.
- B. Upon request, Recipient shall make these records available for inspection by the Department.

VI. IMPLEMENTATION, MONITORING AND ENFORCEMENT

- A. The Department will monitor Recipients' implementation of this Agreement. At its discretion, the Department may convene meetings with appropriate personnel with notice to the Fair Housing Coordinator(s) to discuss progress with implementing the terms of the Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. In the event that Recipients fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from the Department, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to the Department. The Department will provide Recipients with written notice and a reasonable opportunity to cure any alleged breach or determination of non-compliance with this Agreement prior to acting to enforce the terms of the Agreement by a contractual, statutory, or regulatory remedy available.
- C. Failure by the Department 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 provision thereof shall not be construed as a waiver of any obligation of Recipient under this Agreement.

VII. EFFECT OF NONCOMPLIANCE WITH THIS AGREEMENT

- A. The parties intend to resolve their disputes with respect to noncompliance with this Agreement in a timely and efficient manner. The Department may take any of the following actions for noncompliance, unless specifically noted otherwise in this Agreement.
 - 1. 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.

2. 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.
 3. 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 VII 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.

VIII. SIGNATURES

For Complainant Kitty Wade:

Complainant Kitty Wade hereby forever waives, releases, and covenants not to sue the Department or the Recipients and their respective heirs, executors, assigns, agents, employees, and attorneys with regard to any and all claims, damages, and injuries under the Act, whether presently known or unknown, arising out of the subject matter of HUD Fair Housing Case Number 03-17-5906-8 under the Act, or other claims, damages, and injuries which could have been filed in any action or suit arising out of the facts alleged in that case.

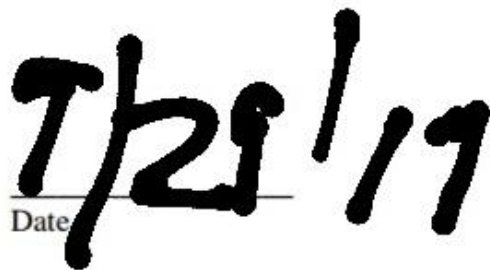
Complainant Kitty Wade shall complete a W-9 form, will receive a 1099, and will be responsible for any taxes owed, if any, on the portion of the monetary compensation she receives from provision III.A.3.

HRHA shall not consider receipt of payment through the Agreement as an asset or as income for purposes of establishing Ms. Wade's eligibility and rental obligations in public housing programs (housing or voucher).

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.



Signature
Print Name:



Date
Print Title (if applicable):

For Complainant Tabitha Whitehead:

Complainant Tabitha Whitehead hereby forever waives, releases, and covenants not to sue the Department or the Recipients and their respective heirs, executors, assigns, agents, employees, and attorneys with regard to any and all claims, damages, and injuries under the Act, whether presently known or unknown, arising out of the subject matter of HUD Fair Housing Case Number 03-17-5907-8 under the Act, or other claims, damages, and injuries which could have been filed in any action or suit arising out of the facts alleged in that case.

Complainant Tabitha Whitehead shall complete a W-9 form, will receive a 1099, and will be responsible for any taxes owed, if any, on the portion of the monetary compensation she receives from provision III.A.3.

HRHA shall not consider receipt of payment through the Agreement as an asset or as income for purposes of establishing Ms. Whitehead's eligibility and rental obligations in public housing programs (housing or voucher).

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.



Signature



Date

Print Name: 

Print Title (if applicable):

For Complainant Katrina Jones:

Complainant Katrina Jones hereby forever waives, releases, and covenants not to sue the Department or the Recipients and their respective heirs, executors, assigns, agents, employees, and attorneys with regard to any and all claims, damages, and injuries under Section 504 or the ADA, whether presently known or unknown, arising out of the subject matter of HUD Fair Housing Case Numbers 03-17-0001-4 and 03-17-0001-D under Section 504, the ADA, or other claims, damages, and injuries which could have been filed in any action or suit arising out of the facts alleged in those cases.

Complainant Katrina Jones shall complete a W-9 form, will receive a 1099, and will be responsible for any taxes owed, if any, on the portion of the monetary compensation she receives from provision III.A.3.

HRHA shall not consider receipt of payment through the Agreement as an asset or as income for purposes of establishing Ms. Jones's eligibility and rental obligations in public housing programs (housing or voucher).

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

Katrina jones _____

Signature

Print Name:

9/29/2017 _____

Date

Print Title (if applicable):

For Complainant Nora Burns:

Complainant Nora Burns hereby forever waives, releases, and covenants not to sue the Department or the Recipients and their respective heirs, executors, assigns, agents, employees, and attorneys with regard to any and all claims, damages, and injuries under the Act, Section 504, or the ADA, whether presently known or unknown, arising out of the subject matter of HUD Fair Housing Case Numbers 03-17-5908-8, 03-17-5908-4, and 03-17-5908-D under the Act, Section 504, the ADA, or other claims, damages, and injuries which could have been filed in any action or suit arising out of the facts alleged in those cases.

Complainant Nora Burns shall complete a W-9 form, will receive a 1099, and will be responsible for any taxes owed, if any, on the portion of the monetary compensation she receives from provision III.A.3.

HRHA shall not consider receipt of payment through the Agreement as an asset or as income for purposes of establishing Ms. Burns's eligibility and rental obligations in public housing programs (housing or voucher).

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

Nora Ruth Burns 9-29-2017
Signature Date

Print Name: NORA RUTH Burns Print Title (if applicable):

For Complainant Estate of Carolyn Brown:

Complainant Estate of Carolyn Brown hereby forever waives, releases, and covenants not to sue the Department or the Recipients and their respective heirs, executors, assigns, agents, employees, and attorneys with regard to any and all claims, damages, and injuries under the Act, Section 504, or the ADA, whether presently known or unknown, arising out of the subject matter of HUD Fair Housing Case Numbers 03-17-6379-8, 03-17-6379-4, and 03-17-6379-D under the Act, Section 504, the ADA, or other claims, damages, and injuries which could have been filed in any action or suit arising out of the facts alleged in those cases.

Complainant Estate of Carolyn Brown shall complete a W-9 form, will receive a 1099, and will be responsible for any taxes owed, if any, on the portion of the monetary compensation she receives from provision III.A.3.

HRHA shall not consider receipt of payment through the Agreement as an asset or as income for purposes of establishing eligibility and rental obligations in public housing programs (housing or voucher) for the Estate of Carolyn Brown.

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.



Signature

9-29-17
Date

Print Name:
Shantell Brown

Print Title (if applicable):

For Community Housing Partners Corporation:

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.



Signature

9/29/2017
Date

Print Name: ANDY HALL

Print Title (if applicable): EVP/COO

For Langston Park Apartments, LLC

a Virginia limited liability company

By: CHP-Langston Park, LLC,
a Virginia limited liability company,
its Managing Member

By: Community Housing Partners Corporation,
a Virginia nonstock corporation,
its Managing Member

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.



Signature

9/29/2017
Date

Print Name: ANDY HALL

Print Title (if applicable): EVP/COO

For Hopewell Redevelopment & Housing Authority:

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

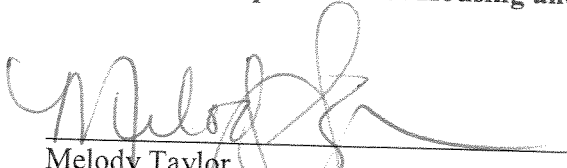
Steven A. Bonham
Signature

10/1/17
Date

Print Name: Steven A. Bonham

Print Title (if applicable): Executive Director

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



Melody Taylor
Director, Philadelphia Regional Office
Office of Fair Housing and Equal Opportunity

10/2/17
Date

EXHIBIT A

PROGRAMMING EXAMPLES

Snack/Meal Program: Available to all youth under the age of 18. Snacks and/or meals offered during the academic year following school. Includes summer feeding programs which consist of a meal and/or snack.

Nutrition and Wellness Programs: Available to all school-aged youth. Educational programs regarding nutrition and healthy lifestyle choices. (NOTE: Early Intervention Programming includes nutrition topics and education related to toddlers.)

Lending Library: Available to all youth under the age of 18. An onsite book library, offering books for all age youth, including board books and learn-to-read collections.

Out-of-School Time Activities: Available to all school-aged youth. Educational programs with focus areas of literacy, life skills and enrichment focusing on Social Emotional Learning concepts. Homework assistance and computer lab access will be available to address literacy needs. Summer enrichment programs include programming to continue to address Social Emotional Learning, focus on literacy to prevent summer reading loss with school aged children, and other educational activities.

Early Intervention Programming: Available for children birth to five years old to provide activities and education to address developmental milestones. Opportunities for supported toddler and parent interactions available, along with access to parent resources.

Youth Leadership Activities: Available to middle and high school-aged youth. Programs offered through partnering with John Randolph Foundation with its Youth Advisory Council. Youth volunteer opportunities also available as part of after-school programming, giving back to their immediate community while developing their own life/job skills.

Financial Capability Programming: Available to all school-aged youth. Provides opportunities to learn about money management, saving, budgeting and other financial topics through partnering with Virginia Cooperative Extension Office to offer “Kids Market Place and Reality Store.”