

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

**AGREEMENT AMENDING AND RESTATING 1995
VOLUNTARY COMPLIANCE AGREEMENT**

BETWEEN

THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE DISTRICT OF COLUMBIA HOUSING AUTHORITY

**DISTRICT OF COLUMBIA HOUSING AUTHORITY
AGREEMENT AMENDING AND RESTATING 1995 VOLUNTARY
COMPLIANCE AGREEMENT**

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AGREEMENT AMENDING AND RESTATING 1995 VOLUNTARY
COMPLIANCE AGREEMENT**

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I. INTRODUCTION

The District of Columbia Housing Authority (DCHA) owns, operates, or controls a public housing program consisting of housing and non-housing programs that include common entrances, management offices, laundry rooms, common areas, corridors, hallways, elevators, community programs, and day care facilities. (List of Properties, attached as Appendix A). DCHA 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 Department) has funded DCHA's projects, in part, through the provision of operating subsidies, capital funding (including the Comprehensive Grant Program (CGP), the Comprehensive Improvement Assistance Program (CIAP), Capital Fund Program, Public Housing Drug Elimination Program (PHDEP), and the HOPE VI revitalization grants). Also, DCHA operates a Housing Choice Voucher (HCV) program that receives financial assistance from HUD.

DCHA is subject to Federal civil rights laws and regulations. See Section 504 of the Rehabilitation Act of 1973 (Section 504)¹; Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)²; Title II of the Americans with Disabilities Act of 1990 (ADA)³; the Fair Housing Act of 1988, as amended (Fair Housing Act)⁴; the Architectural Barriers Act of 1968⁵, 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 DCHA's Annual Contributions Contract (ACC) with HUD.

¹ 29 U.S.C. § 794; 24 C.F.R. Part 8.

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

³ 42 U.S.C. §§ 12101 *et seq.*

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

⁵ 42 U.S.C. §§ 4151-4157.

In May 1995, DCHA and HUD executed a voluntary compliance agreement (1995 VCA), which addressed DCHA's failure to complete a needs assessment and transition plan. That Agreement generally required DCHA to complete a needs assessment and transition plan, and to execute the transition plan to achieve the requisite level of accessible housing. In October 2000, HUD conducted a limited monitoring review to determine whether the terms of the 1995 VCA had been met. Correspondence between DCHA and HUD ensued over the next six months, and ultimately HUD conducted a more detailed monitoring/compliance review during the week of July 23, 2001. The review team consisted of staff from the Offices of Fair Housing and Equal Opportunity, General Counsel, Public and Indian Housing, and Housing. On September 26, 2001, the Department issued a Letter of Findings of Non-Compliance with the Voluntary Compliance Agreement and Preliminary Letter of Findings of Non-Compliance with Section 504 and the Americans with Disabilities Act. This Agreement voluntarily resolves the findings of non-compliance with the 1995 VCA. Issues not originally addressed in the 1995 VCA are addressed in a separate VCA simultaneously executed.

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. § 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (the ADA Standards), Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible. See Appendix B for the UFAS and ADA Standards.
- Accessible Route – A continuous, unobstructed UFAS compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32 and 28 C.F.R. § 35.151. An accessible route in new construction must connect dwelling units and essential non-housing programs. (See definition of “Dwelling Unit” and “Essential Non-Housing Programs,” below).
- Adaptable – The ability of certain elements of a 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.
- 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. It does not include re-roofing, interior decoration, or changes to mechanical systems. 24 CFR § 8.3. For the purpose of this Agreement, extraordinary repairs do not include repairs or renovation following fire damage, and changes in permanent fixtures do not include

changes in the nature of routine repairs or replacements in individual housing units made on an ad hoc basis.

- Conversion Rate 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, on a route that complies with the definition of an accessible route. In order for the unit to qualify as a conversion rate unit, the accompanying essential non-housing programs must be physically accessible or achievement of physical accessibility must have been determined by HUD to be structurally impracticable, constitute an undue financial and administrative burden or be beyond the control of DCHA.
- DCHA – The officers, directors, agents (including contractors), employees, and successors or assigns of the District of Columbia Housing Authority.
- 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.
- Essential Non-Housing Programs – The receipt of mail, trash disposal, management office and laundry facility, to the extent provided at a particular project or building, are for the purposes of this Agreement, deemed essential non-housing programs and must be accessible where conversion rate units are found. Accessibility for essential non-housing programs can be achieved through reasonable accommodations when structural alterations are impracticable or would create an undue financial and administrative burden, or are beyond the control of DCHA.
- Non-Housing Programs - All or any DCHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property or structure is located. A non-housing program includes, but is not limited to, common areas, entrances, elevators, the main and regional DCHA offices, management 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, and trash disposal. Also, non-housing programs include any aid, benefit or service provided by DCHA, policies, administrative procedures, services, and non-tangible matters the operation of which contribute to the application for housing, full enjoyment of housing, and full participation in DCHA's housing programs. To the extent that entrances, elevators, and common areas provide accessible routes and connect dwelling units and non-housing programs, they fall within both the "Housing Program" and "Non-Housing Program" provisions of this Agreement.
- Person With a Disability – For purposes of this Agreement, a person with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing,

hearing, speaking, breathing or learning; has a record of such impairment; or is regarded as having such an impairment. 24 C.F.R. § 8.3.

- Project – The whole of one or more DCHA-owned residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single contract for Federal assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site.
- Provisional Unit – A dwelling unit that complies with the requirements of a conversion rate unit except that the essential non-housing programs are temporarily being made accessible by means of reasonable accommodation, with pending modifications for achieving physical accessibility.
- 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. UFAS § 3.5.

III. GENERAL PROVISIONS

- A. This Agreement applies to all federally-funded projects, related facilities and programs or activities that DCHA, its agents, successors, and assigns or beneficiaries own, control, operate or sponsor, as well as DCHA's administration of the Housing Choice Voucher Program. This Agreement applies also to the portions of HOPE VI revitalization projects under DCHA's control, the public housing units in mixed financing as well as to public housing managed by Resident Management Corporations and converted to assisted living facilities.
- 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 DCHA and HUD. This Agreement shall remain in effect until DCHA has satisfactorily completed the provisions set forth in Section IV-B, "Housing Programs", in this Agreement. The Department will monitor DCHA's implementation of this Agreement and may amend the Agreement based on DCHA's performance.
- C. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, Section 109, 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.
- D. This Agreement does not affect the ability of HUD or DCHA to take action under appropriate statutory or regulatory authorities unrelated to issues addressed in this VCA.

- E.
 - 1. Upon execution, this Agreement is a public document. A copy of this Agreement shall be made available to any person for their review in accordance with the law. DCHA shall also provide a copy of this Agreement, upon request. DCHA shall also provide a copy of this Agreement to each Project Manager and each duly elected Resident Council, Resident Management Corporation, or agency-wide resident organization.
 - 2. DCHA shall provide a copy of reporting data it generates to comply with this Agreement to any person upon request in accordance with DCHA's Freedom of Information Act and Privacy Act procedures. In no event will public disclosure include personally identifiable information regarding applicants and residents.
- F. Except as set forth in Section VIII of this Agreement, to the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding DCHA's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, UFAS, the Fair Housing Act and/or Section 109 conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.
- G. This Agreement does not supersede or in any manner change the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.
- H. This Agreement does not affect any requirement for DCHA to comply with all requirements of Section 504 and the Fair Housing Act not addressed in this Agreement. DCHA ensures that it will adopt policies and procedures necessary to implement these requirements. DCHA shall hire appropriate personnel to oversee compliance with the provisions of this Agreement, subject to concurrence by HUD.
- I. This Agreement and the requirements herein are controlling, in the event that a court orders DCHA to provide a lesser number of units accessible to individuals with disabilities than the requirements stated in this Agreement and HUD is not a party to the litigation.

IV. SPECIFIC PROVISIONS

A. NEEDS ASSESSMENT

- 1. Based upon 1990 Census information and DCHA's 1995 Needs Assessment, HUD determined the level of need of income-eligible individuals with mobility impairments in the District of Columbia. (See Needs Assessment, attached as Appendix C). However, upon the availability of the 2000 Census data, including the Public-Use Microdata

Sample (PUMS), HUD may amend the need identified in this Agreement to reflect any changes given the relevant assessment data, including DCHA's housing population and waiting list.

2. The parties agree that DCHA will provide a total of five hundred and ten (510) conversion rate units; in addition, DCHA will provide, as needed, an additional one hundred and seventy (170) units accessible for individuals with hearing and visual disabilities. These requirements are based on DCHA's current and projected inventory cited in its "Housing Inventory" list dated November 16, 2001 and attached as Appendix D. The parties agree that any changes in DCHA's demolition or disposition plans, as reflected in the attached "Housing Inventory List", resulting in a net increase exceeding twenty (20) units will be reflected in its overall inventory count and number of conversion rate units to be produced.
3. DCHA is required to comply with 24 C.F.R. § 8.25(c). This Agreement serves as DCHA's Transition Plan with respect to the provision of programs to persons with disabilities. 24 C.F.R. § 8.25(c).
4. DCHA agrees to conduct a review of the Needs Assessment data on a regular basis, but at least every two (2) years upon completion of the terms of this Agreement.

B. HOUSING PROGRAMS

1. Conversion Rate

- a. Beginning in January 2002, DCHA shall annually convert from existing stock as identified in its "Housing Inventory" list attached as Appendix D, a minimum of one-hundred and eight (108) Conversion Rate Units or Provisional Units for a period of three years. With the exception of the eighty (80) Conversion Rate Units to be constructed in accordance with the revitalization plan/schedule for the FY 2001 HOPE VI award, Arthur Capper/Carrollburg, the other one hundred and six (106) Conversion Rate Units included in new construction will be completed within three and a half years of the effective date of this Agreement.
- b. DCHA shall strive to provide physical accessibility to all essential non-housing programs. Where DCHA intends to provide access to any of these programs by means of a reasonable accommodation, then DCHA shall notify HUD whether such accommodation is intended as a temporary or permanent means of accessibility. When intended as a temporary measure, DCHA shall provide a timetable for when physical accessibility will be available, and the

unit relying on such accommodation shall be immediately counted as a Provisional Unit. Such unit shall be re-designated to be a Conversion Rate Unit when the planned physical accessibility becomes available. All modifications needed to re-designate Provisional Units to Conversion Rate Units shall be completed not later than five (5) years after the effective date of this Agreement. Where DCHA asserts that such modifications are structurally impracticable, an undue financial and administrative burden, or that providing physical accessibility is beyond its control, HUD shall review DCHA's evidence and count the unit as a conversion rate unit if asserted circumstances are verified. DCHA shall report its efforts on a quarterly basis, using the formats set forth in Appendix E.

- c. Within ninety (90) days of the effective date of this Agreement, DCHA shall submit, for HUD approval, a conversion rate unit plan in a format that includes: (1) projects; (2) bedroom size; and, (3) demographic data. The number of units of each bedroom size shall be in accordance with Appendix F. The number of accessible units in any particular project may not exceed twenty-five (25%) percent. The plan in the format identified in Appendix G will also include interim timeframes and benchmarks, historical turnover and crime rates in and around each development.
- d. Any project that is built or substantially rehabilitated after the effective date of this Agreement and not reflected in DCHA's Housing Inventory List attached as Appendix D, will provide the percentage and distribution of accessible units as identified by HUD's methodology referenced in Section IV. A (1) above and described in Appendix C.
- e. The progress towards the requirements contained in Section B 1(a), above, will be reviewed annually based upon current budgetary, contracting, and turnover conditions as well as actual funding, required work and other mandates and emergencies. The annual review will occur during HUD's review of DCHA's Capital Fund Program, "Annual Plan," or any successor annual capital funding program, that requires prior approval before any modernization funds can be distributed to DCHA. If DCHA believes that the annual rate of one hundred and eight (108) units should be re-evaluated during the annual review, DCHA shall notify HUD in writing of the reasons(s) it seeks an adjustment up or down of the rate. If HUD disputes DCHA's request for an adjustment or needs more time to evaluate DCHA's request, HUD shall notify DCHA of such within the timeframes for HUD's review of the "Annual Plan." HUD will not retain through the Letter of Credit Control

System (LOCCS) more than five percent (5%) of DCHA's most recent Annual Capital Fund Program funds during resolution of any dispute related to the conversion or modification rates.

- f. If, at any time, DCHA has cause to believe that it will not be able to meet the conversion rate for a particular year, DCHA shall notify HUD of the reasons and provide supporting documentation. HUD will review the notification and documentation.
- g. HUD shall negotiate in good faith any reasonable request for a modification of the conversion rate. If the dispute is not resolved, the Department may elect to take action in accordance with Section VIII of this Agreement.
- h. DCHA shall submit quarterly conversion reports in a format compatible with "Office 2000."
 - (1) The first quarterly conversion rate report is due April 30, 2002. Subsequent reports are due at quarterly intervals for the duration of this Agreement [i.e., July 31, October 31, January 31].
 - (2) The reports shall follow the formats found at Appendix E.
- i. HUD, or its designee, (e.g. The Army Corps of Engineers), will inspect all conversion or provisional rate units designated by DCHA within thirty (30) days of the day DCHA advises HUD that the units are UFAS compliant. Only units certified as accessible by HUD or its designee will qualify as conversion/provisional rate units.
- j. HUD, or its designee, will also review any DCHA project subject to the requirements of 24 C.F.R. §§ 8.22 and 8.23(a) and certify that the units have been constructed in compliance with UFAS. 24 C.F.R. § 8.26

2. Alterations

- a. Nothing in this Agreement diminishes DCHA's obligations regarding alterations as set forth in 24 CFR § 8.23(a) and (b). Pursuant to 24 CFR § 8.23(b)(2), HUD has prescribed six percent (6%) as the appropriate percentage to use in 24 C.F.R. § 8.23(b)(1).
- b. Nothing in the definition of alteration should be construed to require DCHA to make the full complement of a minimum of six

percent (6%) of dwelling units accessible in a project where alterations are occurring, if the entrances or routes cannot be made accessible or none of the units can be made accessible due to structural impracticability or undue administrative and financial burdens. In such cases, in order to achieve the minimum percentage of accessible units, DCHA may convert a combination of units in the project with alterations and in nearby projects where the entrances, routes and units can be made accessible. DCHA must notify HUD of its finding of structural impracticability or undue administrative and financial burden, provide written evidence of such impracticability or burden, and obtain written HUD approval for the conversion of units outside the project with alterations. DCHA will report quarterly to HUD on all alterations, progress toward converting units, and any proposals to convert units in nearby projects.

3. New Construction

Nothing in this Agreement diminishes DCHA's obligations regarding new construction as set forth in 24 CFR § 8.22, or the Fair Housing Act as set forth in 42 U.S.C. § 3604 (f)(3). Pursuant to 24 CFR §8.22(c), HUD has prescribed six percent (6%) as the appropriate percentage to use in subsection 24 C.F.R. §8.22(b).

C. NON-HOUSING PROGRAMS

1. DCHA will ensure that its non-housing programs are accessible to persons with disabilities. Non-housing programs include: management offices; common areas (including restrooms, corridors, laundry rooms, mail delivery, trash disposal, meeting rooms, recreation rooms); community centers (including restrooms); and, day care facilities (including restrooms). 24 C.F.R. § 8.21.
2. Within ninety (90) days of the execution of this Agreement, DCHA will submit for HUD's review and approval, its common area accessibility plan to make all common areas throughout the various housing projects and offices accessible either through alterations or reasonable accommodation(s), including accessible signage. This plan must include specific elements to be made accessible, a timetable, not to exceed five (5) years, for completing the work, and funding to accomplish each task.
3. Within thirty (30) days of the execution of this Agreement, DCHA will submit its plan to modify its main and regional offices [Potomac, Rock Creek and Anacostia] to ensure that they are fully accessible and compliant with the relevant UFAS and ADA Standards. Within one-hundred twenty (120) days of HUD's approval of the plan, DCHA will

certify that its main and regional offices [Potomac, Rock Creek and Anacostia] are fully compliant with the relevant UFAS and ADA Standards.

D. PUBLICATION AND NOTICE

Within the first thirty (30) days after the effective date of the Agreement, DCHA shall disseminate a notice that provides a description of this Agreement. The notice will be disseminated through a variety of forums such as flyers, brochures, posters or resident council meetings. For the period of this Agreement, DCHA shall annually publish a refresher notice to each head of household. Each applicant will be provided a copy of the most current notice. If a head of household or applicant requires the notice in an alternate format, it must be provided in a format appropriate for the communication skills of the person.

V. REPORTING REQUIREMENTS

- A. DCHA shall report on the progress of the implementation of each section of this Agreement. The reporting shall continue until each section of the Agreement is completed.
- B. Within thirty (30) days of the effective date of this Agreement, and every calendar quarter thereafter (i.e., January 31, April 30, July 31 and October 31), DCHA shall provide the Department with a report on the status of each section of this Agreement, including an accounting of all funds paid on behalf of its efforts.
- C. For the purpose of this Agreement, if the reporting day falls on a weekend or a government recognized holiday, the report will be due the first business day after the weekend or holiday.
- D. For the purpose of this Agreement, the reporting materials should be directed to the following: Mr. James Black, FHEO Site Director, and Mr. Lee Palman, Public and Indian Housing, U.S. Department of Housing & Urban Development, District of Columbia Office, 820 First Street NE, Washington, DC 20002-4255.

VI. RECORDKEEPING REQUIREMENTS

During the term of this Agreement DCHA shall maintain records, including those required under HUD's program regulations, which document all housing units and all non-housing programs that have been made accessible.

VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

- A. HUD will monitor DCHA's implementation of this Agreement. At its discretion, HUD may convene meetings with DCHA's Executive Director or other DCHA personnel, upon notice to the Executive Director, to discuss progress with implementing the Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. In the event that DCHA fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to it.
- C. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Also, failure by HUD to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of DCHA under this Agreement.

VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

- A. The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner. The Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement.
 - 1. Any act(s) or omission(s) of a DCHA employee who violates the terms of this Agreement may serve as grounds for HUD imposing debarment, as set forth in 24 C.F.R. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400; or limited denial of participation, as set forth in 24 C.F.R. § 24.705 for that employee.
 - 2. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD declaring a breach of the annual contributions contract (ACC) with respect to some or all of DCHA's functions.
 - 3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD withholding some or all of DCHA's Capital Fund Program funding from HUD. 24 C.F.R. § 968.335.
 - 4. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to deny DCHA high performer status. 24 C.F.R. § 901.115(e).

5. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
 6. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.
 7. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.
- B. The acts set forth in this Section VIII are not mutually exclusive and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

IX. SIGNATURES

For the District of Columbia Housing Authority:

Russell Simmons, Chairman
Board of Commissioners

Date

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

David H. Enzel, Deputy Assistant Secretary for
Enforcement and Programs
Office of Fair Housing and Equal Opportunity

Date

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

Cheryl Teninga, Acting Deputy Assistant Secretary for
Public and Assisted Housing Delivery
Office of Public and Indian Housing

Date

APPENDIX A

**District of Columbia Housing Authority
List of Properties**

A. Capper Family
A. Capper Sr.
Barry Farms
Benning Terrace
Capitol View Plaza/Sr.
Carroll Apts
Carrolsburg Dwelling
Claridge Towers
Colorado Apartments
Columbia Road
Eastgate Gardens
Edgewood Terrace
Elvans Road
Fort Dupont Addition
Fort Dupont Dwelling
Fort Lincoln
Frontiers
Garfield Terrace
Greenleaf Additions
Greenleaf Extension
Greenleaf Gardens
Greenleaf Senior
Harvard Towers
Henson Ridge
Highland Additions
Highland Dwellings
Hopkins Apartments
Horizon House
James Apts.
James Creek
Judiciary House
Kelly Miller

Kenilworth Courts
Kentucky Courts
Knox Hill
Langston Addition
Langston Terrace
Ledroit Apts.
Lincoln Heights
Lincoln Road
Montana Terrace
East Capitol Dwellings
Ontario
Park Morton
Parkside Additions
Potomac Gardens
Regency House
Richardson Dwellings
Scattered Sites
Sibley Plaza
Stoddert Terrace
Sursum Corda
Syphax Gardens
Villager
Wade Apts.
Wheeler Creek
Woodland Terrace
Wylie Courts

APPENDIX B

Accessibility Standards [UFAS and ADA Standards] – not included

APPENDIX C

HUD's Methodology for Determining Need

General Principles

- There is no definitive scientific or exact method for determining need.
- A variety of external and internal sources of information must be considered.
- These sources are viewed in concert with each other for accuracy and consistency.
- The best available information is used; what constitutes the best available information may vary from case to case.

Determining DCHA Needs

The best available information in this instance were certain detailed 1990 Census data, and DCHA 1995 Needs Assessment based on a survey and analysis of its residents and waiting list families.⁶

DCHA's 1995 Needs Assessment

DCHA's 1995 needs assessment included current tenants, applicants on its conventional public housing waiting list and an analysis of certain 1990 Census data. Based on their analysis, DCHA concluded that the minimum 5% of units accessible should meet their needs. The 1995 DCHA needs assessment can be questioned, however, on several grounds: 1) the assessment may include only heads of household; 2) there was no evaluation of the potential for non-reporting bias in their waiting list needs assessment; and 3) the estimate of the needs of the community at large used Census data for the overall population over age 16 without regard to income eligibility, household composition, or the presence of minor children with disabilities. While it is not possible to estimate precisely the need for accessible units with the information provided, it is likely that the net impact of the weaknesses in the DCHA analysis is to underestimate that need.

HUD's Review of Detailed Census Characteristics

HUD's review relied on a Census Bureau data product, called the Public-Use Microdata Sample (or PUMS), which provides household-level data for a 5% sample of households in Washington, DC. The PUMS data provide a basis for determining the percentage of income-eligible households that have at least one mobility-impaired

⁶ The DCHA's 1995 assessment of the needs of persons with mobility impairments for accessible units was the latest data available to HUD. A 2001 DCHA survey of residents and waiting list families was not completed at the time of this analysis.

member. This, combined with the national survey results for the percentages of mobility impaired individuals using wheelchairs, crutches, canes and walkers, can place some reasonable bounds on the percentage of DCHA's public housing units that will require accessibility modifications.

The Census PUMS data for Washington, DC, provide key data from the long form of the 1990 Census for a 5% sample of households in the District. Included in the data set are the Census questions regarding mobility impairment. Also included are household size and income figures that allow us to determine the mobility status of households that would have been eligible for public housing in 1990. For each household in the sample, the household income was compared to the low-income limit (80% of area median) in 1991 for the appropriate household size. The percentage of these income-eligible households with at least one household member reporting a mobility limitation was 12.3%. This percentage can be further divided into the households whose head is under 65 and those with a head 65 or older. This distinction is necessary because the incidence of mobility is typically much greater for the elderly. The incidence of mobility limitations for non-elderly low-income households in Washington DC was 7.5% while for elderly low-income households the figure was 23.9%.

As stated above, not all the persons responding to the Census question regarding mobility limitation would require full UFAS compliance or even less stringent accessibility requirements. While no figures are available for Washington, DC, alone, the Census Bureau published the results of a national survey that provides some basis for estimating the proportion of mobility limited households that might require accessibility modifications to their units⁷. This Census Bureau report estimates that nationwide 7.8 million persons need assistance going outside the home, 1.5 million persons use a wheelchair and nearly 4 million use crutches, canes or a walker. The report provides separate figures for persons 16 to 64 and persons 65 or older.

HUD used the percentage of mobility-limited persons using wheelchairs as the lower bound of the need for accessible units and the percentage using a wheelchair, crutches, canes, or walker as the upper bound. Nationwide, about 18% of mobility-limited persons age 16-64 use a wheelchair while an additional 39% use crutches, canes or walkers. For the elderly mobility-limited population, the figures are nearly 20% for wheelchairs and 57% for crutches, canes or walkers. The mobility limitation estimates presented in the preceding paragraph can be multiplied by these percentages to obtain the final estimates of need for accessibility modification.

For the non-elderly population approximately 1.4% of low-income households would have a member using a wheelchair and 4.3% would have a member using a wheelchair, crutches, cane or walker. For the elderly low-income households, 4.7% would have a household member using a wheelchair and 18.5% would have a member using a wheelchair, crutches, cane or walker. For all low-income households combined,

⁷ "Americans with Disabilities: 1991-92", U.S. Department of Commerce, Bureau of the Census.

an estimated 2.6% of households would use a wheelchair while 8.6% would use a wheelchair, crutches, cane or walker.⁸

Conclusion

Available Census data offer no basis for estimating precisely what proportion of persons using crutches, canes or walkers would require modification to their apartments to accommodate their disability. The range of estimates presented above does seem to correspond with the DCHA initial survey of households on their waiting list. These sources of information taken together would seem to support a rate of six percent of units being made UFAS compliant: this percentage ensures UFAS accessibility for individuals in wheelchairs, as well as a portion of those who use crutches, canes or walkers.

It must be remembered, however, that the Census data are eleven years old and the DCHA tenant assessment is six years old. Thus, this analysis should be repeated when DCHA's 2001 survey analysis and underlying data and the 2000 Census detailed characteristics, such as PUMS, become available.

⁸ It should be noted that these percentages do not include the presence of household members below the age of 16 who might have a mobility impairment.

APPENDIX D-

Housing Inventory List

Property Name	PIC Data 10/01/01	PIC Correct ions	Demolition/ Disposition	PIC Adjusted
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Region One

Claridge Towers	343			343
Colorado Appts	21			21
Columbia Road	23			23
Edgewood Terrace	292		203 (S)	89
Fort Lincoln	120			120
Frontiers	54	-37	17 (S)	0
Garfield Terrace	279			279
Greenleaf Additions	32			32
Greenleaf Extension	4			4
Greenleaf Gardens	242			242
Greenleaf Senior	215			215
Harvard Towers	193			193
Horizon House	105			105
James Apts.	141			141
James Creek	239			239
Judiciary House	271			271
Kelly Miller	169			169
Ledroit Apts.	124			124
Lincoln Heights	440			440
Montana Terrace	103		38 (S)	65
Ontario	13			13
Park Morton	174			174

Regency House	160			160
Sibley Plaza	246			246
Sursum Corda	28			28
Syphax Gardens	174			174

Region Two

Benning Terrace	274			274
Capitol View Plaza/Sr.	224	+4	228 (D)	0
Capitol View TH	96	-4	92 (S)	0
Fort Dupont Addition	19			19
Fort Dupont Dwelling	114			114
Kenilworth Courts	290			290
Langston Addition	34			34
Langston Terrace	274			274
New East Capitol (VI)	397		397 (D)	196 (R)
Parkside Additions	42			42
Richardson Dwellings	190			190
Stoddert Terrace	158			158
Wylie Courts	2		2 (S)	0

Region Three

A. Capper Family (VI)	98	-2	96 (PD/R)	96
A. Capper Sr. (VI)	295	+2	297 (PD/R)	297
Barry Farms	432			432
Carroll Apts	60			60
Carrolsburg Dwelling (VI)	314		314 (PD/R)	314
Eastgate Gardens	16		16 (D)	0
Elvans Road	20			20
Highland Additions	118			118
Highland Dwellings	208			208
Hopkins Apartments	158			158
Kentucky Courts	163		45 (D), 12 (R)	130

Knox Hill	122			122
Lincoln Road	20			20
Potomac Gardens	352			352
Scattered Sites	1		240 (S/M)	0
Scattered Sites	117		31 (S)	86
Stanton (Henson Ridge) (VI)	348		348 (D)	160 (R)
Villager	20			20
Wade Apts.	12			12
Wheeler Creek (VI)	104		44 (R)	148 (R)
Woodland Terrace	234			234

Totals	9530			8488
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D Demolition
S Disposition
R Replacement
PD Projected Demolition

6%	510
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APPENDIX F

**REQUIRED UFAS
BEDROOM DISTRIBUTION**

November 24, 2001

BEDROOM SIZE	0	1	2	3	4	5	6
<i>(1) Surveyed Need of Tenants in Possession (Actual # of Units)</i>	44	81	44	20	13	5	2
<i>(3) Percentage of Units based on Applicant Survey Need %/s</i>	51.07% (154)	9.67% (29)	18.82% (56)	14.52% (44)	5.38% (16)	.54% (2)	0%
<i>(4) Proposed Additional Units</i>	22	161	56	44	16	2	0
(5) UFAS DISTRIBUTION REQUIREMENTS [(1)+(4)=(5)]	66	242	100	64	29	7	2

(1) For the 209 Tenants in Possession needing wheelchair accessibility (surveyed August of 2002), DCHA shall provide a UFAS unit for each TIP within the 510 units required by the Voluntary Compliance Agreement.

(3) DCHA surveyed all applicants on its waiting list in September 2002 with 186 responding they needed wheelchair accessibility and identifying the bedroom size eligibility. The percentages in this row are the percentage of applicants by bedroom size requesting wheelchair accessibility. The number in parentheses is the percentage applied to the 301 UFAS units to be provided above current TIPs.

(4) For the 301 UFAS units (in addition to the 209 for tenants in possession), DCHA shall provide these UFAS units by the bedroom distribution percentages identified in the applicant survey. One adjustment to the surveyed percentages was made to increase the number of one bedroom units by shifting the need for efficiencies (0 bedroom units) and adding those units to the surveyed need for 1-bedroom units. One-bedroom units may always be substituted for efficiencies as single individuals may qualify for a 1-bedroom as well as an efficiency and any substitution will enhance the number of single disabled individuals housed in 1-bedrooms.

(5) This is the required bedroom distribution of all 510 UFAS required units under HUD's Voluntary Compliance Agreement. The number for each bedroom size is obtained by adding the number of UFAS units required for Tenants in Possession in (Row 1) to the number extrapolated from the percentage required by the DCHA Applicant Survey adjusted to increase 1-bedrooms (Row 4).

