



VOLUNTARY COMPLIANCE AGREEMENT

WITH

SECTION 504 OF THE REHABILITATION ACT OF 1973

BETWEEN

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

ALCO GREENBRIAR PARTNERS LP, ALCO PROPERTIES, INC., and ALCO
MANAGEMENT, INC.

CASE NUMBER: 04-
23-R560-4 (Section 504)

I. PARTIES AND JURISDICTION

1. The Parties to this Voluntary Compliance Agreement (“Agreement” or “VCA”) are the U.S. Department of Housing and Urban Development (“HUD” or “The Department”), and Alco Greenbriar Partners LP, et al. (“Greenbriar” or “Recipient”).
2. The Recipient receives HUD financial assistance from the Project-Based Rental Assistance (PBRA) program administered by the Office of Multifamily Housing (“MFH”). Alco Greenbriar Partners, LP and Alco Properties, Inc., by and through its agent Alco Management, Inc., are Recipients of federal financial assistance from HUD, as defined at 24 C.F.R. 8.3, and are subject to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (“Section 504”). Compliance with nondiscrimination requirements is a condition of the Recipient’s receipt of federal financial assistance from HUD 24 C.F.R. 5.105(a).
3. Greenbriar Apartments (“subject property”) is managed by Alco Management, Inc., which manages 60 Multifamily properties throughout the Southeast.

II. BACKGROUND

4. This agreement arises from a limited compliance review that was conducted by HUD’s Office of Fair Housing and Equal Opportunity (“FHEO”) under 24 C.F.R. 8.56. The compliance review commenced on November 8, 2022, and was limited to the review of physical accessibility requirements and recordkeeping at the subject property between January 1, 2020, and January 1, 2023. As part of FHEO’s compliance review, HUD served three requests for documents from the Recipient regarding accessibility information. The Recipient provided documents and information to FHEO pursuant to HUD’s requests. Based on HUD’s review of these materials and other supplemental materials (i.e., tenant interviews, staff interviews, and physical records), the Department concludes that the Recipient violated Section 504 of the Rehabilitation Act of 1973, as amended, and its implementing regulations, 24 C.F.R. part 8.
5. HUD issued a letter of findings on April 11, 2023 (the “LOF”). The LOF inadvertently identified Greenbriar Apartments as a Recipient of federal financial assistance. For clarification, the Recipient of federal financial assistance for the subject property includes Alco Greenbriar Partners, LP (owner), Alco Properties, Inc. (general partner), and Alco Management, Inc. (management agent).
6. The LOF indicated that between January 1, 2020, and January 1, 2023, the Recipient did not execute proper monitoring and oversight of the handling of reasonable accommodation requests in its operations. HUD also found valid reasonable

accommodation requests that were denied, unjustifiably, or unreasonably delayed, lost, ignored or otherwise improperly documented, which caused undue harm to disabled tenants.

7. Finally, the investigation found that the Recipient failed to comply with its Section 504 obligations by failing to ensure that developments funded with federal financial assistance contain the required minimum number of accessible dwelling units or accessible public and common use areas, in accordance with Uniform Accessible Standards (UFAS), and applicable federal architectural standards as outlined in 24 CFR §§8.20, 8.24, 8.32; UFAS §§ 4.23, and 4.6.2.
8. The Parties enter into this Agreement to voluntarily resolve the findings identified in the LOF. See 24 C.F.R. 8.56(j) [and 28 C.F.R. 35.173]. The Recipient enters into this Agreement for settlement purposes only, and neither the execution of this Agreement, its terms, or any action taken under this Agreement shall be construed as (i) an admission by the Recipient of any fault or wrongdoing or any violation of Federal law, (ii) any admission or agreement with HUD FHEO's findings identified in the LOF. In order to resolve HUD case number 04-23-R560-4 the Recipient agrees to provide the relief specified herein.

III. DEFINITIONS

9. This Agreement incorporates by reference all applicable definitions under Section 504, as well as 24 C.F.R. part 8, and, for the Recipient, as such definitions are applicable and exist as of the Effective Date and as amended.
10. The following terms shall have the meanings set out herein:
 - a. **Accessibility Standards** means and refers to the following:
 - i. For purposes of Section 504, the accessibility standard shall be the Uniform Federal Accessibility Standards (UFAS) for design, new construction, and substantial alterations, including alterations to achieve program accessibility, since July 11, 1988, or the Alternative Accessibility Standard, which incorporates the 2010 ADA Standards for Accessible Design as defined in 28 C.F.R. 35.104, and the eleven HUD exceptions.
 - ii. For purposes of the ADA, for new construction, alterations, and alterations to achieve program accessibility, the 2010 ADA Standards for Accessible Design shall apply.
 - b. **Aggrieved Parties** means and refers to individuals identified in the LOF (as defined herein) that the Department has determined are persons eligible to receive

monetary relief from the Relief Fund under this Agreement based on the Department's interpretation of the information and data received during the course of the Department's compliance review.

- c. Compensation List** means and refers to the list of tenants who were determined to be aggrieved or injured parties and eligible for monetary relief from the Relief Fund. The Department will issue the Compensation List to the VCA Administrator for the issuance of monetary relief.
- d. Days** means and refers to calendar days.
- e. Department or HUD** means and refers to the U.S. Department of Housing and Urban Development.
- f. Effective Date** means and refers to the date of the last signature on this Agreement.
- g. Housing Unit with Hearing/Vision Features** means and refers to a Housing Unit that complies with 24 C.F.R. 8.22 and all applicable provisions of UFAS or the comparable provisions of the Alternative Accessibility Standard, including but not limited to § 809.5 of the 2010 Standards for Accessible Design. Hearing/Vision Features include but are not limited to visual alarms (UFAS § 4.28.3), auxiliary alarms (UFAS § 4.28.4), telephone volume controls and hearing aid compatibility (UFAS § 4.31.5), protections against protruding objects (UFAS § 4.4), stairway requirements (UFAS §§ 4.9, 4.26.4), protections against exposed pipes and surfaces (UFAS §§ 4.19.4, 4.24.6, 4.34.6.5(8)), audible alarms (UFAS § 4.28.2), signage (UFAS § 4.30), push-button controls for telephones (UFAS § 4.31.6), consumer information (UFAS § 4.34.4), and range, cooktop, and oven controls (UFAS §§ 4.34.6.6, 4.34.6.7).
- h. Housing Unit with Mobility Features** means and refers to a Housing Unit that is located on an Accessible Route and complies with the requirements of 24 C.F.R. § 8.22 and all applicable provisions of UFAS or the comparable provisions of the Alternative Accessibility Standard, including but not limited to 2010 Standards for Accessible Design Sections 809.2 through 809.4. A Housing Unit with Mobility Features can be approached, entered, and used by persons with mobility disabilities, including individuals who use wheelchairs.
- i. VCA Administrator** means and refers to the person or organization that will be designated by the Recipient to report on its progress with each item in the VCA and communicate the progress to HUD FHEO.

- j. Individual or Person with a Disability (or Individuals with Disabilities)** means and refers to an individual who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing, or learning; has a record of such impairment; or is regarded as having such an impairment. See 24 C.F.R. § 8.3, as modified by the ADA Amendments Act of 2008, Pub. L. 110325, § 7(2), 122 Stat. 3558 (September 25, 2008), amending 29 U.S.C. § 705(20); see also 28 C.F.R. § 35.108.
- k. Property Management Agent** means and refers to Alco Management, Inc., the management entity of Greenbriar Apartments.
- l. Reasonable Accommodation** means and refers to a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual or Person with a Disability (as defined herein) an equal opportunity to: (1) use and enjoy a dwelling, including public and common use areas of a development; (2) participate in, or benefit from, a program (housing or non-housing), service, or activity; or (3) avoid discrimination against an Individual or Person with a Disability (as defined herein). Such an accommodation must be granted unless it would (i) pose an undue financial and administrative burden, or (ii) fundamentally alter the essential nature of the program, service, or activity. For purposes of this Agreement, a Reasonable Accommodation includes any physical or structural change to a housing unit or a public or common use area that would be considered a reasonable modification for purposes of the Fair Housing Act.
- m. Uniform Federal Accessibility Standards or UFAS** means and refers to a set of scoping requirements and standards for the design and construction of buildings and facilities to ensure that they are readily accessible to and usable by persons with disabilities. See Appendix A to 24 C.F.R. part 40 for residential structures, and Appendix A to 41 C.F.R. subpart 101-19.6 for general-type buildings (UFAS is also available online at www.access-board.gov). Pursuant to 24 C.F.R. § 8.32(a), effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of UFAS shall be deemed by HUD to comply, inter alia, with the requirements of 24 C.F.R. § 8.22.
- VAWA violence/abuse** shall mean domestic violence, dating violence, sexual assault, or stalking as those terms are defined at 24 C.F.R 5.2003.
- a. Internal emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.

- n. **External emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is the tenant must undergo an application process in order to reside in the new unit.
- o. **Safe unit** refers to a unit that the survivor of domestic violence, dating violence, sexual assault, or stalking believes is safe.

IV. TERM OF AGREEMENT

11. This Agreement shall be in effect for a period of three (3) years from the Effective Date or until FHEO has determined that all actions required by this Agreement have been performed, whichever is later. This period may be extended in writing by the parties to allow the Recipient time to cure any outstanding default under this Agreement.

V. REMEDIAL ACTIONS

A. NON-DISCRIMINATION

12. The Recipient shall comply with all applicable provisions of Section 504 and HUD's implementing regulations at 24 C.F.R. part 8. HUD's Section 504 regulations provide that no person in the United States shall, on the grounds of disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity that receives federal financial assistance. 24 C.F.R. § 8.4.
13. The Recipient acknowledges that it is unlawful to intimidate, threaten, coerce, or retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under Section 504. See 24 C.F.R. § 8.56(k).

B. VOLUNTARY COMPLIANCE AGREEMENT ADMINISTRATOR

14. Within fourteen (14) calendar days of the Effective Date of this Agreement, the Recipient shall appoint an Acting Voluntary Compliance Agreement Administrator ("Acting VCA Administrator") and provide HUD with the name of the individual designated to serve.
15. Within ninety (90) calendar days of the Effective Date of this Agreement, the Recipient shall hire or appoint a permanent Voluntary Compliance Agreement Administrator ("VCA Administrator") and provide HUD with the name of the

individual selected to serve as such and a copy of the VCA Administrator's resume and/or curriculum vitae. The Department will have ten (10) days after the submission to object to the VCA Administrator, which objection the Recipient will duly take under consideration.

- a. The Recipient will have a VCA Administrator for the duration of this Agreement.
 - b. At a minimum, the VCA Administrator will perform the following responsibilities:
 - i. Coordinate all compliance activities under this Agreement;
 - ii. Implement the provisions of this Agreement;
 - iii. Submit all reports, records, and plans required by this Agreement to HUD by the due dates set forth in this Agreement.
 - d. The Recipient shall commit sufficient resources so that the VCA Administrator may successfully and completely accomplish the provisions of this Agreement.
16. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, the Recipient shall designate an interim VCA Administrator within fourteen (14) calendar days of this resignation or termination notice of the VCA Administrator. Upon designation, the Recipient shall provide HUD with the name of the person selected to serve as the interim VCA Administrator.
17. Within sixty (60) calendar days of the termination or resignation of the VCA Administrator, the Recipient shall select a new permanent VCA Administrator. Upon designation, the Recipient shall provide HUD with the name of the new permanent VCA Administrator. The Department will have ten (10) days to object to the new VCA Administrator, such objection the Recipient will be duly taken into consideration.

C. GREENBRIAR APARTMENTS POLICIES AND PROCEDURES

The following affirmative steps shall be taken regarding Greenbriar Apartments' policies and procedures.

18. Amended Reasonable Accommodation Log: Within one hundred twenty (120) days of the Effective Date, Recipient shall update its existing Reasonable Accommodation Log for the subject property to include, at a minimum, the following:
- a. Name of requester, requester's current address and unit number, building number, phone number and email address;
 - b. Whether the requester is a resident or applicant;

- c. Description of the request;
- d. Whether the request was made verbally or in writing;
- e. For disability transfer requests, the size of the unit requested and whether the request is for an accessible unit or a transfer to a different unit to accommodate a disability related need (i.e., ground floor with no stairs, live-in aid, accommodate medical equipment, etc.);
- f. Date of the request;
- g. Whether the request was approved or denied in whole or in part, or if an alternate accommodation/modification was offered;
- h. If denied, stated justification for denial;
- i. Date that the accommodation or modification was provided or completed; and
- j. Pending and final appeals/grievances of denied or delayed requests
Accommodation/Modification requests, including the date of the appeal/grievance, the date of the final decision, and the final outcome.

After the Recipient implements the standardized Reasonable Accommodation Log, throughout the term of this Agreement, the log must be used and maintained with current, accurate, and up-to-date information. The Reasonable Accommodation Log may be amended, from time to time, provided it maintains all of the information required above.

19. Revisions to Recipient's Transfer Policy: Within sixty (60) days of the Effective Date of this Agreement, Recipient will include the following provisions to its Transfer Policies to address the transfers of residents and placement of applicants with disabilities into the subject property's UFAS-Accessible units:
- a. When an accessible unit becomes available, the unit will first be offered to a current resident with disabilities who requires the accessibility of features of the vacant, accessible unit and is occupying a unit not having those features;
 - b. If there is no resident who requires the accessibility features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list who requires the accessible features of the available, accessible unit;
 - c. If an eligible, qualified resident or applicant with disabilities that requires the features of an accessible unit rejects the offered unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. However, the Recipient will require the applicant to execute the dwelling lease, which requires the resident to relocate to a vacant non-accessible unit within 30 days of notice by the Recipient that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.
20. The Recipient is obligated to operate and agree to operate all housing programs that are regulated by the Department in a manner that complies with the Violence Against

Women Act Reauthorization Act of 2022 (“VAWA”) (34 U.S.C. § 12291 et seq.) and the Department’s implementing regulations located at 24 CFR Part 5, Subpart L et seq., including, but not limited to the following: Notification of occupancy rights, 24 CFR § 5.2005(a); Denials or termination of assistance, 24 CFR § 5.2005(b); Emergency transfers, 24 CFR § 5.2005(e); Documentation, 24 CFR § 5.2007; Confidentiality, 24 CFR § 5.2007; Remedies, 24 CFR § 5.2009; Prohibition on Retaliation, 34 U.S.C. § 12494; and Right to Report Crime and Emergencies from One’s Home, 34 U.S.C. § 12495.

Recipient shall designate or maintain a VAWA Rights Coordinator. Within five (5) days of the Effective Date of this Agreement, Recipient shall identify to HUD an individual as VAWA Rights Coordinator. This person shall be the lead Recipient official tasked with ensuring compliance with VAWA, and all matters related to emergency transfers. If this role is reassigned to a different individual at any time during the effective period of this Agreement, Recipient shall notify HUD within five (5) business days.

21. Within five (5) days of the identification of a HUD-approved VAWA Rights Coordinator, Recipient shall provide a list of position titles among corporate and site staff that will have any involvement with VAWA survivors and emergency transfers. The VAWA Rights Coordinator shall be the designated Recipient employee for receiving VAWA-related complaints.
22. Throughout the term of this Agreement, Recipient shall receive and respond to any VAWA-related grievances about emergency transfers by a tenant or prospective tenant of Recipient directed to the VAWA Rights Coordinator, or another employee of Recipient, who shall promptly forward the grievance to the VAWA Rights Coordinator as follows:
 - a. Within five (5) business days after a VAWA-related grievance is received, Recipient shall commence an investigation, including contacting the individual who filed a grievance, if necessary, to find out the allegations of the grievance and shall investigate the grievance with the appropriate staff of Recipient where the grievance originated; and
 - b. Recipient shall complete its investigation and respond to the individual who filed a grievance within ten (10) business days after the grievance is received, including discussing with individual who filed a grievance, where appropriate, possible resolutions, including internal and external emergency transfers, training of Respondents staff, and relief for the individual who filed a grievance.
23. Recipient shall maintain written records of all VAWA-related grievances by tenants or prospective tenants, its investigations, and its responses to the individual who filed a grievance throughout the term of this Agreement.

24. Copies of such records shall be provided to HUD once every month for the first year of this Agreement, and quarterly thereafter, and at any other time upon request.
25. All staff of Recipient shall complete, at a minimum, two (2) hours of VAWA-related training annually.
26. Training must include the specifics of Recipient's policies and procedures adopted under this Agreement, the other requirements of this Agreement, and Recipient's obligations under VAWA including but not limited to survivors' rights under VAWA and the obligation to provide emergency transfers, and general non-discrimination requirements.
27. At least sixty (60) days prior to any planned training for Recipient staff pursuant to this Agreement, Recipient shall submit to HUD for review and approval the name(s) and qualifications of the proposed trainer(s), as well as any materials to be used to facilitate the training.
28. HUD shall review and approve the training or will provide responsive comments on the submission. Recipient shall require the trainer to fully incorporate any comments on the training materials received from HUD.
29. Recipient shall obtain from the training Certifications of Completion, executed by each individual who received training and submit to the Department such Certificates of Completion for each employee who, as described above, must attend VAWA training. Recipient shall submit the training certification to HUD within five (5) days after the training. Each Certificate of Completion shall include the name of the person trained, the date of training, the agency or firm that provided the training, the name and title of the trainer, and the subject matter of the training.
30. Recipient will create policies and procedures such that they are consistent with VAWA and incorporate the requirements set forth in the Department's implementing regulations at 24 CFR Part 5, Subpart L. Recipient will utilize the specific VAWA package of forms noted below when developing and implementing the VAWA policies and procedures and tailor the forms as needed. HUD's VAWA package of forms can be located at: https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. Recipient will update its policies and procedures in accordance with any update to the VAWA package of forms within ten (10) days of a new form's publication.
31. Recipient will employ sufficient staff to ensure that there will be a staff person available and qualified to respond to emergency transfer requests during working business hours, Monday through Friday.

32. Recipient will amend its Emergency Transfer Plan to include additional specificity including, but not limited to, the VAWA requirements referenced in Appendix A.
33. Recipient shall keep a record of all emergency transfers requested under its emergency transfer plan, and the outcomes of such requests, and retain these records for a period of three years. Requests and outcomes of such requests must be reported to HUD annually.
34. Recipient will make its emergency transfer plan publicly available, which includes publishing the plan prominently on its website. Recipient will make the plan available in other forms, including hard copy and via email, upon request.
35. Recipient will create a confidentiality policy that includes, but is not limited to, VAWA requirements referenced in Appendix A.
36. Recipient shall create a *Notice of Occupancy Rights under the Violence Against Women Act* using HUD Form 5380 as the starting basis with additional detailed provisions applicable to Recipient. Recipient's *Notice* shall include VAWA requirements referenced in Appendix A.
37. Recipient shall amend its *VAWA Quick Guide* to comply with the policies and procedures as outlined in this Agreement and to ensure that all employees who interact with and/or make housing-related decisions regarding applicants, residents, and/or program participants are correctly informed about Recipient's VAWA policies and procedures.
38. Recipient shall submit the above-listed VAWA policies and procedures for review by the Department within thirty (30) days of the Effective Date of this Agreement. Recipient shall revise said VAWA policies and procedures in accordance with feedback/technical advice from the Department and resubmit them for approval within ten (10) days of receiving such feedback/technical advice. Recipient will continue this process until the Department approves their VAWA policies and procedures.
39. Within ten (10) days of the approval of their VAWA policies and procedures by the Department, Recipient will notify all employees who interact with and/or make housing-related decisions regarding applicants, residents, and/or program participants about Recipient's VAWA policies and procedures. The documentation shall be sent to the Department at the email addresses specified in Section J, paragraph 59 below.
40. Within ten (10) days of HUD's approval of the VAWA policies outlined in this agreement, Recipient shall provide notice and a copy (or link to a copy) of such VAWA policies to each current household and shall make the policies publicly available on its website in an accessible format. Recipient shall provide such notice and a copy via electronic or hard copy mail, ensuring that it is clearly stated on each

communication that every resident has received the same notice and copies and will receive updated copies upon any update or amendment to the policies. If such notice is sent via electronic mail, each household occupant over the age of 18 shall be sent a separate notice.

D. TENANT EDUCATION

41. The Recipient will develop a written notice educating tenants on their rights under the Fair Housing Act and how to request a reasonable accommodation/modification or an appeal of a previous denial. The notice will provide: (i) contact information for Recipient's Section 504 coordinator; (ii) instructions on how to make reasonable accommodation requests; (iii) notice of non-retaliation against residents for making reasonable accommodation requests and how to contact HUD FHEO regarding any retaliation; and (iv) what to do if there are questions as to any pending requests. The notice shall be posted in three common areas around the property.
42. Staff Acknowledgement of Non-Retaliation: Neither the Recipient nor its property management staff shall engage in retaliation, coercion, or intimidation against tenants in any form related to their current request for reasonable accommodations/modifications or their claim to review previous accommodation/modification requests. A signed acknowledgement from all property management staff at the subject property acknowledging this prohibition will be submitted to the Department within thirty (30) calendar days of the Effective Date of this Agreement.
43. Communication of Disability Rights on Alco Management Website: Within ninety (90) days of the Effective Date, the Recipient shall update its website to include links to the HUD website on fair housing rights, Section 504, VAWA, and the Fair Housing Act. Contact information for the Section 504 Coordinator shall continue to be included on the website for inquiries related to reasonable accommodations or modifications at properties in Alco Management Inc.'s, portfolio.

E. TRAINING

44. The Recipient will train all its current and new employees, including contracted employees, who have contact with applicants or residents on VAWA, Section 504, and the Fair Housing Act.
45. The Recipient will submit a proposal for a third-party training vendor of the Recipient's choice to HUD for approval within thirty (30) days of the Effective Date of this Agreement. The training shall be a minimum of two hours and include a testing component, in which staff at the subject property demonstrate their knowledge of the above referenced regulations.

46. The VCA administrator shall collect certificates for each employee who completes the training and submit the certificates to HUD within one-hundred twenty (120) days of the Effective Date of this Agreement.

F. FULFILLMENT OF UNRESOLVED REASONABLE ACCOMMODATIONS AND SPECIFIC RELIEF FOR AGGRIEVED PARTIES

47. Specific Relief for Aggrieved Parties: Within thirty (30) days of the Effective Date of this Agreement, the Recipient will deposit fifty-thousand dollars (\$50,000.00) into a Relief Fund to compensate the Aggrieved Parties identified in HUD's Letter of Findings and subsequent communications for reasonable accommodation requests that were unreasonably delayed or denied, and any out-of-pocket expense incurred as a direct result of such delay or denial. Upon confirmation of the Aggrieved Parties' mailing addresses, the Recipient will issue checks to the Aggrieved Parties in the amount specified, up to a total of fifty-thousand dollars (\$50,000.00). The Recipient will not utilize any federal funds in relief payments for the Aggrieved Parties identified in HUD's Letter of Findings. Relief payments for the Aggrieved Parties will be agreed upon by HUD and the Recipient and payments will be made directly to the Aggrieved Parties by the Recipient.
- a. The Recipient will mail payments to Aggrieved Parties within thirty (30) days after receipt of the corresponding release forms. The VCA Administrator will "skip trace" any payment that is returned as undeliverable. If another address is located from the "skip trace," the VCA Administrator shall redeliver those payments returned as undeliverable. Upon request of the Department, the VCA Administrator shall also have checks reissued that were not deposited and have become void. The VCA Administrator shall provide to the Department a monthly accounting of the checks that are not deposited within three (3) months, the returned checks, results of the "skip traces" relating to returned and uncashed checks, and re-mailing of checks ("Verification List").
 - b. HUD shall collect written releases from the Aggrieved Parties related to all Section 504 claims against the Recipient.
 - c. Pursuant to HUD program requirements, payment from this Agreement shall not be included in the income calculation for Aggrieved Parties that reside at the subject property during any future recertification or rent calculation process.
48. Resolution of Reasonable Accommodations: Within thirty (30) days of receipt of the executed Agreement, the Recipient will take steps to fulfill and complete the

reasonable accommodation or modification request of the Aggrieved Parties if such reasonable accommodation or modification has not otherwise already been completed.

- a. At the end of the thirty (30) day period stated above, the Recipient must submit to the Department verification that each reasonable accommodation/modification request has been approved and completed. If the Recipient encounters a delay that is outside of Recipient's control in completing the reasonable accommodation/modification request, the Recipient will submit documentation and justification for the delay with an estimated date of completion.

G. PROVISION OF UFAS-ACCESSIBLE UNITS AND ACCESSIBLE COMMON AREAS

49. Creation of Accessible Units: HUD requires that 5% of the units in a multifamily housing project (including public housing) be accessible to individuals with mobility impairments, and that an additional 2% of the units are accessible for individuals with hearing or vision impairments. See, 24 CFR §§ 8.22 (c) and 8.23(b) (2). The Recipient will develop a UFAS-Accessible Unit Plan that will demonstrate the completion of the following:

- a. Within 6 months from the effective date of this Agreement, the Recipient will submit a UFAS-Accessible Unit Plan for Greenbriar Apartments to HUD for approval.
- b. The UFAS-Accessible Unit Plan shall also include the following: (1) accessible common areas, planned or existing, at each development including, but not limited to, accessible routes and elevators, parking, offices, community centers, meeting spaces, recreation centers, laundry facilities, mailboxes and trash collection sites; and (2) common areas that are currently inaccessible.
- c. Within 24 months from the Effective Date of this Agreement, the subject property will meet its numerical accessible unit guidelines through the construction of new units or conversion ("modernization") of existing units. The Recipient will construct or convert ten (10) units for the mobility impaired to meet its required number of UFAS units, and an additional four (4) units for the hearing and visually impaired. Further, the Recipient will ensure at least one accessible route to all exterior and interior common use elements and accessible dwelling units subject to the requirements of the UFAS-Accessible Unit Plan.

- d. The Recipient must demonstrate the completion of the construction or conversion of its ten (10) physically accessible housing units and four additional hearing and visually impaired units, as described in Section IV. (D)(1)(a) in accordance with HUD's approval of the Recipient's UFAS-Accessible Unit Plan.
- e. Pursuant to 24 C.F.R. § 8.26, the UFAS-Accessible Units to be completed pursuant to this Agreement shall be to the maximum extent feasible and subject to reasonable health and safety requirements:
 - i. Distributed throughout the subject property
 - ii. Available in a sufficient range of sizes and amenities so that qualified individuals with disabilities have a choice of living arrangements that is as a whole, comparable to that of other persons eligible for housing assistance under the same program.

H. CERTIFICATION OF UFAS-ACCESSIBLE UNITS

- 50. Within 100 days of the effective date of this Agreement, the Recipient will submit, for HUD's review and approval, the name, qualifications and experience of an independent accessibility consultant with whom the Recipient proposes to contract with to verify based on an on-site accessibility survey that the housing units and common areas are in compliance with Section 504 of the Rehabilitation Act. This individual/organization must have experience in accessibility compliance under UFAS, and the Fair Housing Act. HUD will provide its approval or comments within 30 days of Greenbriar's submission of the proposed accessibility consultant.
- 51. The HUD-approved accessibility consultant selected to review and certify the modifications made pursuant to this Agreement shall submit documentation to the Recipient to verify that the firm maintains errors and omissions liability insurance and document that the firm's Principal will certify all firm findings made pursuant to this Agreement.
- 52. Within ninety (90) days of the Recipient's completion of each of the UFAS-Accessible Units according to the HUD-approved UFAS-Accessible Unit Plan, the Recipient will have the HUD-approved 504 accessibility consultant certify that the UFAS-Accessible Units and common spaces comply with the requirements of UFAS, and, where applicable, ADA Accessibility Standards. Greenbriar will submit this documentation to HUD as part of its Quarterly Reports. HUD reserves the right to conduct periodic on-site reviews of the completed accessible units to ensure compliance.

I. STATUS REPORT FOR UFAS-ACCESSIBLE UNITS

53. The Recipient will submit quarterly reports to HUD with respect to the conversion or certification of UFAS-Accessible Units. The quarterly reports will provide the following information: (1) the number of UFAS-Accessible Units for which funds have been allocated; (2) and the physical work that has been undertaken by unit number.
54. The Recipient will provide a narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the HUD-approved UFAS-Accessible Unit Plan. Recipient will also provide a description of any requirements that cannot, due to structural or financial infeasibility, be made fully compliant (if any), as well as a description of steps the Recipient will take instead to ensure program access.
55. After the first UFAS-Accessible Unit is completed, the Recipient will report to HUD (1) the occupancy of accessible dwelling units, including if the unit is occupied by an individual with a disability requiring the accessibility features of the unit, and (2) the Recipient's efforts to comply with 24 CFR § 8.27.

J. REPORTING REQUIREMENTS

56. HUD will monitor the Recipient's implementation of this Agreement. At its discretion, HUD may convene meetings with Alco Management, Inc. staff, the VCA administrator, or other designated staff to discuss progress with the implementation of this Agreement.
57. For the purpose of this Agreement, if a reporting day falls on a weekend or federal holiday, the report will be due the first business day after the weekend or holiday.
58. Upon the effective date of this Agreement and for the duration of this Agreement, the Recipient shall submit quarterly reports to the Department. The first quarterly report will be due (90) days after the effective date of this Agreement. The report should cover all activity from the effective date of this Agreement. The reports will be due every 90 days after the effective date of this agreement.
59. All required reporting documentation must be sent via electronic mail to nadia.r.carlson@hud.gov.
60. For the duration of this Agreement, the Recipient shall maintain data on (1) applications for UFAS-Accessible Units, (2) the results of those applications, and (3) the occupancy of UFAS-Accessible Units, including if the unit is occupied by an individual with a disability requiring the accessibility features of the unit.

K. RECORDKEEPING REQUIREMENTS

61. Following receipt of notice of approval of this Agreement, the Recipient shall maintain and retain all records which are the source of, or contain any of the information pertinent to, its obligations to comply with this Agreement for review by the Department. See 24 CFR § 570.506.
62. For the duration of this Agreement, the Recipient shall maintain all reasonable accommodation requests and VAWA transfer requests submitted by tenants or applicants, training assessments of all employees, and documentation of grievance and appeals by tenants at Greenbriar Apartments to Alco Management, Inc.
63. This Agreement does not diminish the ability of any person or class of persons to exercise their rights under Section 504, the Fair Housing Act, or any other federal, state, or local civil rights statute or authority with respect to any past, current, ongoing, or future actions. This Agreement does not create any private right of action for any person or class of persons that is not a Party to this Agreement.
64. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving Greenbriar Apartments or conduct a HUD-initiated compliance review pursuant to Section 504, or investigate allegations pursuant to the Fair Housing Act, or any other authority within HUD's jurisdiction.

L. MONITORING AND COMPLIANCE WITH THIS AGREEMENT

65. If at any time while this Agreement is in effect, the Department determines that the Recipient has not made reasonable efforts to comply with this Agreement, the Department may attempt to enforce the Agreement and or/initiate proceedings that could result in the denial of federal financial assistance to the Recipient, or any other actions authorized by contractual, statutory or regulatory remedy available to HUD.
66. Failure by HUD to enforce this Agreement or any provision with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so regarding other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this Agreement or any provision thereof shall not be construed as a waiver of any obligation of the Recipient under this Agreement.

M. TIME FOR PERFORMANCE

67. Any time limits for performance imposed by this Agreement may be extended by written agreement of the parties.


N. CONSEQUENCES OF BREACH AND ENFORCEMENT

68. Failure to carry out any term of this Agreement resulting in a material breach to HUD may result in the suspension or termination of, or refusal to grant or continue federal financial assistance to, Greenbriar Apartments or other actions authorized by law,

including referral to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court.

69. Should HUD learn of the Recipient's noncompliance with this Agreement, HUD will provide notification to the Recipient via email. The Recipient will have seven (7) days to cure the breach following the date of the email notice. If failure to cure occurs, HUD may take appropriate enforcement action, including imposing funding restrictions or referring this Agreement to the Department of Justice ("DOJ").
70. HUD reserves the right to refer the Agreement to the DOJ without providing an opportunity to cure in the following circumstances:
 - Notification by the Recipient of intent to engage in an action that would breach this Agreement;
 - Significant noncompliance with this Agreement;
 - Breaches that are not reasonably curable; or
 - Any breach that by its nature constitutes noncompliance with civil rights requirements.
71. In the event that the Recipient fails to comply in a timely fashion with any requirement in this Agreement without obtaining advance written agreement from HUD, HUD may enforce that provision by any contractual, statutory, or regulatory remedy available to the Department.
72. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, failure by HUD to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of the Recipient under this Agreement.
73. This Agreement and any documents incorporated by reference constitute the entire integrated agreement of the parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding. This Agreement may not be revised, except upon the mutual agreement of the parties in writing attested to by the signatures of all party to the revision.


O. SIGNATURES



Berkeley Burbank, Chief Executive Officer
e Alco Properties, Inc.

11/7/23


Date



Berkeley Burbank, Chief Executive Officer
Alco Greenbriar Partners LP

11/7/23


Date



Berkeley Burbank, Chief Executive Officer
e Alco Management, Inc.

11/7/23

Date



Carlos Osegueda, Regional Director
e Region IV, Office of Fair Housing and Equal Opportunity

11/10/2023

Date

Appendix A: VAWA Requirements

1. At a minimum, the Recipient's Emergency Transfer Plan should include the following: For each emergency transfer request that Recipient receives, Recipient will ensure that a receipt confirmation will be sent within two (2) days of receiving the request. Such receipt will acknowledge the request and ask for any specifications the survivor may need to feel safe in a new unit. The receipt will include the following:
 - i. a copy of Recipient's Notice of Occupancy Rights including an explanation of the survivor's right to an emergency transfer,
 - ii. the name and contact information of the person with whom the survivor will primarily communicate regarding the request, and the name and contact information for a second person in the event the first is unavailable,
 - iii. information about how an applicant or tenant's information will be kept confidential when sharing the information with other entities/housing providers, including providing a confidentiality policy and an explanation of how to access password protected emails,
 - iv. explanation of the role Recipient plays in facilitating an emergency transfer,
 - v. solicitation or confirmation of the features or accommodations the requester will need in a new unit to feel safe,
 - vi. solicitation or confirmation of the safest manner in which to communicate with requester, and
 - vii. a list of resources for survivors of VAWA violence/abuse within the local metropolitan or geographic area. The list shall include the names, addresses, and contact information for organizations and resources requester can utilize as a survivor of VAWA violence/abuse.
- b. Recipient shall not require a requester to submit documentation to establish they are a survivor of VAWA violence/abuse if the requester has already provided documentation of their status. Recipient may require documentation of their status if they have not already received it, but Recipient must do so in accordance with 24 CFR 5.2007 and paragraph 37 below, which includes that requests for documentation must be in writing and requesters must be given at least 14 business days (excluding weekends and holidays) to provide such documentation. Any request for documentation shall not delay Recipient's processing of the emergency transfer request.
- c. If a safe unit is immediately available for requester within the same program, even if it is a unit in another building, Recipient shall offer the unit to requester immediately. Once requester has approved the new unit and determined it is safe, Recipient shall transfer the requester within fourteen (14) days to the new unit. Recipient shall continue to offer the requester safe units that become available in the same program until the emergency transfer has been completed and the requester is residing in a safe unit.
- d. Recipient will allow a requester to pursue both an internal and an external emergency transfer at the same time. Recipient shall continue to process the external emergency transfer and offer requester safe units that meet requester's needs until such time as requester or their covered housing provider informs Recipient in writing that the

internal emergency transfer has been completed and requester no longer needs a transfer.

- e. If no safe unit is immediately available for requester within the same program, Recipient shall do all of the following:
 - i. review their existing inventory of units and determine when the next vacant unit may be available.
 - ii. Immediately place requester on the waitlist for the next available unit.
 - iii. Compile and provide to requester a list of at least three (3) HUD-subsidized units or other units that are subsidized or otherwise affordable and that are immediately available that meet requester's needs but for which they would be a new applicant. Recipient shall provide this information to requester on a rolling basis as units or programs are identified but no later than fourteen (14) days after the response to the initial emergency transfer request was provided. These can include properties with or without a preference for survivors of VAWA violence/abuse. For each unit, Recipient shall provide requester with eligibility criteria and application instructions including what documentation to gather and how to submit the application. Recipient will expedite processing any information or other assistance it can provide to facilitate the requester's application. Recipient shall provide requester with contact information for the local HUD field office.
- f. Recipient shall describe in detail the measure of priority given to tenants who qualify for an emergency transfer under VAWA in relation to other categories of tenants seeking transfers. Recipient shall maintain a waitlist for available units that clearly identifies who is a survivor in relation to others' needs on the waiting list. When a new unit becomes available, Recipient shall consult the list to determine if there is a survivor who qualifies for the unit and has an immediate need to transfer for their safety. If there is more than one survivor who qualifies for the unit and has an immediate need to transfer, Recipient will offer the unit to the survivor who was first in time on the list.
- g. Recipient's policy shall include recognition that a safe unit is one that the survivor believes is safe and that conditions may change such that a unit that is safe at one time, may not be safe in the future. The continued cohabitation of a survivor and an abuser does not diminish the serious imminent threat a survivor may face and there should be no difference in prioritization between survivors who continue to cohabitate with their abuser and those who do not.
- h. Recipient's policy shall include procedures to safeguard the location of any proposed transfer. When offering a new unit to a survivor, Recipient will contact the survivor in the safest manner identified by the survivor, and consistent with the confidentiality provisions listed in paragraph 38 of this agreement. Recipient will take every precaution to ensure that the proposed new location is not disclosed to the abuser or any other person who may be in contact with the abuser.

- i. Recipient shall never assess any penalty, charge, fee, or violation in relation to requester ending a lease term early for an emergency transfer.
- j. Recipient shall clearly state that no right under VAWA can be reduced, eliminated, conditioned, diminished, or otherwise impacted by the survivor's lack of good standing with their housing provider, including any allegations that the requester owes rent or has violated a program or Recipient rule. Every survivor maintains the same VAWA rights, including the right to break a lease without penalty to effectuate an emergency transfer, regardless of whether the survivor is up to date on their rent or utility payments or is otherwise not in good standing with their housing provider. Recipient will not demand payment for anything whatsoever – including money they are lawfully due – before taking action on an emergency transfer request. Recipient shall not condition the granting or processing of an emergency transfer request on anything including but not limited to a survivor's refusal to limit or cease communication with an abuser or anyone associated with the abuser either on the subject property or in any other location or by any other manner.

2. Recipient shall not request or require documentation of a person's status as a victim of VAWA violence/abuse if it already has this information. If Recipient does not already have this information, it may request documentation of VAWA status, in accordance with the following requirements:
 - a. Any request for documentation shall be done in writing. Recipient shall develop standard language for making such requests, which is subject to HUD approval as described in this Agreement. Standard language will convey the requirements described in this paragraph. Providing a copy of HUD-5382 will not, on its own, meet the requirement to request documentation in writing.
 - b. Recipient shall provide a minimum of 14 business days (excluding weekends and holidays) for a person to provide the requested documentation.
 - c. Recipient shall provide extensions after the 14 business days unless it has a compelling reason not to. If Recipient refuses to provide an extension, it shall document its reason for doing so. Recipient shall maintain this documentation in strict confidence, as described in this agreement. Recipient will maintain this documentation for the duration of this agreement and will provide this information to HUD upon request.
 - d. Recipient shall provide an extension of time to provide documentation as a reasonable accommodation if it may be necessary for a person with a disability.
 - e. Recipient shall not require a specific form of documentation. Recipient shall, at minimum, accept any of the following forms of documentation:
 - i. HUD Form 5382 (Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation), including any updated versions of this form;
 - ii. A document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse that is also signed by the individual and specifies, under

- penalty of perjury, that the professional believes in the occurrence of the incident of VAWA violence/abuse that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking as provided in HUD regulations;
- iii. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
 - iv. Any other statement or evidence that Recipient shall accept.
- f. Recipient must accept HUD Form 5382 if the individual chooses to provide it, and may not require another form of documentation, unless Recipient receives HUD Form 5382 from two or more members of the household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator. If this occurs, Recipient may require one of the other allowable forms of documentation be provided within 30 days, subject to the extension of time requirements provided above.
- g. Recipient shall not conduct further fact finding for purposes of trying to certify the validity of a victim's status.

3. The Recipient's confidentiality policy will include, but is not limited to the information below:

- a. Recipient will never mail or hand deliver any information or documentation to an address or location where the survivor lives or may live with an abuser, or a location accessible to an abuser such as, but not limited to, an unlocked mailbox. Recipient will never knowingly electronically deliver or send any information or documentation to an email address or virtual location to which the abuser has access. When Recipient sends emails and files to or about the survivor, those emails and files shall be password protected and encrypted, unless the survivor expressly requests a different method.
- b. Recipient will never post information in common spaces or on the doors of residents or tenants related to their status as a survivor of VAWA violence/abuse or the status of their emergency transfer request.
- c. Recipient will maintain a private physical space, such as an office, in which staff can speak with survivors over the phone or in person to ensure privacy and confidentiality of the conversation.
- d. Recipient will ensure that employees do not to reveal any information about a resident, tenant, or applicant or their minor children, including, for example, the location of a minor child's school or a tenant's mailbox number, without the resident, tenant, or applicant's express consent, regardless of whether the employee knows or has reason to know the resident, tenant, or applicant may be or has been a survivor of VAWA violence/abuse.
- e. Recipient shall develop a system for organizing tenant information to ensure it is kept confidential. Such a system will ensure that any tenant records are kept separately from any records that may identify someone as a survivor of VAWA violence/abuse or reveal other confidential or personal information including but not limited to anything related to minor children, health records or conditions, and any other

information the survivor would like kept confidential. Such a system could include, but not be limited to, password protected shared files and/or the use of alternate identifiers such as initials.

- f. Recipient's confidentiality policy shall apply to any and all documentation Recipient receives regarding VAWA violence/abuse and any and all communications made with or about a survivor of VAWA violence/abuse.
4. The Recipient's Notice of Occupancy Rights shall include but is not limited to the following information:
 - a. Recipient shall include clear language that explains that in general, tenants, residents, occupants, and guests have a right to seek law enforcement or emergency assistance on their own behalf, or on behalf of another person who needs help. Any person who seeks such assistance will not be punished for asking for help or get in trouble for crimes of which they are a victim or otherwise not at fault.
 - b. Recipient will provide a list of emergency numbers in the jurisdiction in addition to 911.
 - c. Recipient shall include clear language that explains that Recipient will not discriminate against any person who testifies, assists, or participates in any matter related to Recipient violence/abuse. Recipient will explain clearly that any person who assists or encourages another person to claim rights or protections under VAWA is protected from intimidation, threats, and retaliation. Recipient will encourage their tenants to come forward to keep their neighbors safe.