



**Voluntary Compliance Agreement**

**between**

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT**

**Office of Fair Housing and Equal Opportunity**

**and**

**JCL Management, LLC and Pilot Cove Manor Housing Development Fund Company  
(HDFC), Inc.  
(Recipients)**

**under**

Title VI of the Civil Rights Act of 1964

**HUD CASE NO.:**

02-21-R005-6 (Title VI)

## **I. PARTIES AND JURISDICTION**

1. The Parties to this Agreement are the U.S. Department of Housing and Urban Development (HUD), JCL Management, LLC, and Pilot Cove Manor HDFC, Inc.
2. Recipients are housing providers that receive funds through HUD's Section 8 Housing Assistance Payment Program. Recipients include any officers, directors, agents (including contractors), employees, successors, assignees, or subrecipients. Recipients receive federal financial assistance from HUD, as defined at 24 C.F.R. §§ 1.2(e) and 1.3 and are subject to the provisions of Title VI of the Civil Rights Act of 1964 (Title VI).

## **II. BACKGROUND**

3. This agreement arises from a compliance review that was conducted by HUD's Office of Fair Housing and Equal Opportunity (FHEO). FHEO reviewed Recipients' policies, processes, and practices with regard to marketing, applications, and waitlists, for compliance with Title VI. Recipients are alleged to have violated Title VI and its implementing regulations, 24 C.F.R. part 1.
4. The Parties enter into this Voluntary Compliance Agreement (VCA) to voluntarily resolve the results of the compliance review performed pursuant to Title VI of the Civil Rights Act of 1964. *See* 24 C.F.R. § 1.7(d)(1). In order to resolve HUD Case Number 02-21-R005-6, Recipients agree to provide the relief specified herein.
5. It is understood that Recipients deny any violation of law and this Agreement does not constitute an admission by Recipients or evidence of a determination or finding by the Department of any violation of Title VI.

## **III. DEFINITIONS**

6. This Agreement incorporates by reference all definitions under HUD's Title VI regulations at 24 C.F.R. part 1, as well as 24 C.F.R. § 5.100, as such definitions exist as of the effective date of this Agreement and as amended.
7. The following terms shall have the meanings set out herein:
  - a) **Days** means and refers to calendar days.
  - b) **Effective Date** means and refers to the date of the last signature in Section VIII.
  - c) **Limited English Proficient (LEP) Individual** means an individual whose primary language is not English and who has limited ability to read, write, speak or understand English.

- d) **Resident Selection Plan** means and refers to the written resident selection policies and procedures that include descriptions of the eligibility requirements and income limits for admission, which owners must develop and make public, as described in HUD Occupancy Handbook 4350.3.
- e) **Property** and **Subject Property** means and refers to the 131-unit property, 130 units of which are federally-subsidized, known as Pilot Cove Manor, located at 160 Pilot Street, City Island, NY 10464 and owned and managed by Recipients.

#### **IV. TERM OF AGREEMENT**

- 8. This Agreement shall govern then conduct of the Parties for a period of three (3) years from the Effective Date of the Agreement.

#### **V. REMEDIAL ACTIONS**

##### **A. NON-DISCRIMINATION**

- 9. Recipients shall comply with all provisions of Title VI and HUD's implementing regulations at 24 C.F.R. part 1. HUD's Title VI regulations provide that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Housing and Urban Development. *See* 24 C.F.R. § 1.1.
- 10. Recipients acknowledge 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 Title VI. *See* 24 C.F.R. § 1.7(e).
- 11. Recipients shall not disclose the race, ethnicity, or national origin of the residents or applicants of the Property to potential or current residents.

##### **B. WAITLIST**

- 12. Recipients shall take steps to immediately close the current waiting list no later than thirty (30) days from the effective date of the Agreement, providing required notices pursuant to HUD Handbook 4350.3 – Rev-1 Chg.- 4: Occupancy Requirements of Subsidized Multifamily Housing Programs, 4-16.
  - i. Any applications received before the current waitlist is closed shall be placed on the current waitlist pursuant to Recipients' current procedures.
- 13. Recipients shall purge the existing waitlist within ninety (90) days of the effective date of this agreement and annually thereafter. As part of purging the current waitlist, Recipients will request demographic information from applicants who remain

interested in housing, consistent with the race and ethnicity categories identified in the HUD-27061-H-Race and Ethnic Data Reporting Form and record this information on the updated waitlist.

- i. Recipients shall also purge the “Still Interested” Waitlist for those who remain interested in units but have rejected one or more units. Recipients shall use the same process and timeline as stated herein. Applicants on the “Still Interested” Waitlist shall be considered on the current waitlist for purposes of waitlist management.
- ii. Recipients shall establish a policy within the RSP stating that a person will be removed from the “Still Interested” Waitlist after rejecting a unit twice and incorporate the policy into the Resident Selection Plan. Residents shall provide this policy to FHEO for review within one hundred twenty (120) days of the effective date of this Agreement.

14. Within one hundred eighty (180) days of the Effective Date of this Agreement, Recipients will open a new waitlist for a period of thirty (30) days and administer it consistent with this Agreement and the following requirements:

- a) Within ten (10) days of closing the thirty (30) day application period, Recipients shall conduct a random lottery to place one hundred (100) new applicants on the new waitlist and inform all applicants whether they were added to the waitlist and their place on it. Recipients agree to limit the number of applicants placed on the new waitlist to ensure the new waitlist does not become excessive.
- b) Recipients will offer available units by alternating between the families on the current waitlist and the new waitlist using a 1:2 ratio. The first two available units for each bedroom size shall be made available to applicants on the new waitlist, followed by offering the next one available unit to applicants on the current waitlist.
- c) Recipients shall maintain two separate waitlists until the current waitlist is depleted.
- d) Recipients shall take steps to keep the new waitlist from becoming excessive. Recipients agree to close the waitlist after the opening period specified in this provision, and to keep the waitlist closed until the new waitlist is less than one year in length for each bedroom size. HUD Handbook 4350.3: Occupancy Requirements for Subsidized Multifamily Housing Programs describes a waitlist that is more than one year long as excessive.
- e) Within one hundred twenty (120) days of the Effective Date of this Agreement, Recipients agree to submit a revised RSP to the Department for review and approval consistent with the waitlist opening and lottery process

described in this Agreement. Recipients shall use this policy for all future waitlist openings.

15. Following adoption of the new waitlist and according to the quarterly reporting schedule in provision VII, Recipients shall submit to the Department: a. the current waiting list; b. a list of new admissions including time and date of application, race and ethnicity of head of household and all household members, telephone number for head of household, and indication of the waiting list(s) from which the individual was selected; c. a list of persons removed from the waitlist and the reason; and d. a list of individuals whose applications were denied, and the reasons for the denial, per provision F below.

### **C. ADVERTISING AND OUTREACH**

16. AFHMP: Within sixty (60) days of the effective date of this Agreement, Recipients shall submit a revised Affirmative Fair Housing Marketing Plan (AFHMP) for the Property to the Department for approval, consistent with the below commitments. Within thirty (30) days of receipt of the Affirmative Fair Housing Marketing Plan, FHEO shall review and approve the Plan or shall provide responsive comments. Recipients shall incorporate any comments on the Plan received from FHEO and implement the Plan within thirty (30) days of receiving Departmental approval. If Recipients revise their Affirmative Fair Housing Marketing Plan during the duration of the Agreement, they shall submit the revised plan to FHEO for approval at least sixty (60) days prior to commencing advertising.
17. Timing of Advertising and Outreach: Following approval of the AFHMP, Recipients will commence the below advertising a minimum of thirty (30) days prior to opening the waiting list for the subject property for anytime the waitlist is opened after a period of closure.
18. Investment in Outreach: Recipients agree to spend at least \$10,000.00 over the duration of this Agreement to affirmatively market the property to groups least likely to apply pursuant to this Agreement, including improving the Subject Property's online presence through website development and search engine optimization. Recipients shall maintain receipts of all marketing efforts and provide such receipts to the Department during the quarterly reporting required in provision VII.
19. Substance of Advertising and Outreach:
  - a) Recipients shall contact and distribute marketing materials and blank applications in English and all languages spoken by LEP individuals identified as *least likely to apply* to community organizations with experience serving or interacting with income-eligible persons in the populations least likely to apply throughout the New York City – 5 Boroughs area. Recipients shall contact and distribute marketing materials to at least five (5) community organizations for each

population identified as *least likely to apply*. Examples of community contacts include local organizations with ties to a wide range of prospective applicants, such as social service providers (e.g., foodbanks, legal-aid offices, health clinics), employers and other businesses, local governmental offices, housing authorities, and community gathering places (e.g., senior centers, recreation centers, libraries, and schools). Recipients shall retain records of such outreach including email transmissions or proof of mailing and provide copies of these records to the Department during quarterly reporting required in provision VII.

- b) With the contact materials described above, Recipients shall include a page soliciting feedback from each community organization about the effectiveness of marketing efforts to attract applicants who are *least likely to apply*. Recipients will retain records of any returned forms and incorporate such feedback into its future marketing efforts. A sample form is attached as Appendix A.
- c) Recipients shall publish advertising materials for at least thirty (30) days in at least four (4) newspapers in the housing market area, in English and all languages spoken by LEP individuals identified as *least likely to apply*, and at least two of which shall be in print. Recipients shall provide copies of these records during the quarterly reporting required in provision VII.
- d) Recipients shall also publish advertising materials in at least three (3) other local media outlets used by groups *least likely to apply*. Recipient shall attempt to have the Property included in local listings maintained by the housing authority or local government, by making reasonable efforts to make administrators aware of the Property. Recipients shall provide copies of these records during the quarterly reporting required in provision VII.
- e) Recipients shall not post conspicuous signage at the subject property indicating the waitlist is open and will not proactively notify residents the waitlist is open.

20. Content of Advertising: Where possible, marketing materials produced or distributed by Recipients for the subject property, such as emails, flyers, or brochures distributed to community organizations and media postings, will include:

- a) the website address for the Subject Property (see paragraph C.22 below);
- b) the physical address of the Subject Property;

- c) a telephone number, TTY/TDD number, other contact information such as email address, and working hours for the most relevant contact person for prospective applicants;
- d) a description of the housing, including the number of units of each bedroom-size;
- e) a description of all eligibility criteria or preferences such as income and age eligibility criteria and preferences – (i.e. “This property is available to households that include a member who is 62 or older or is a person with a mobility disability of any age. Additional household members of any age, including children are welcome.”)
- f) indication that one hundred (100) applications will be added to the waitlist using a random lottery method;
- g) the dates and times during which the waitlist is open or will next be opened (if known);
- h) information about how to obtain and submit an application (in-person, by phone, by email, through the website, etc.);
- i) a statement in applicable languages spoken by LEP eligible applicants that language assistance is available.
- j) the Department-approved Equal Housing Opportunity logo or slogan or statement;
- k) instructions on how to request a reasonable accommodation if one is needed to assist in completing an application.

21. Signage: Recipients shall maintain signage visible to persons passing by the property outside the property indicating that the subject property is affordable, and including the equal opportunity logo.

22. Website: Within ninety (90) days of the effective date of this Agreement, Recipients will ensure that a website is published for the subject property containing the following listed information. Recipients will update the website no less than annually to ensure that all posted information is up to date. The website content shall be accessible to persons with disabilities and maintained consistent with the Language Access Plan.

- a) the address of the subject Property.
- b) hours of operation.

- c) telephone number, TTY/TDD number, other contact information such as email address, and working hours for the most relevant contact person for prospective applicants
- d) notification that the property is federally subsidized and under what program.
- e) a clear description of eligibility criteria or preferences including age and income restrictions (i.e. “This property is available to households that include a member who is 62 or older or is a person with a mobility disability of any age. Additional household members of any age, including children are welcome.”).
- f) a description of the housing, including bedroom sizes and number of units and the occupancy limits for each size unit.
- g) the number of and description of accessible units at the property.
- h) the number of HUD-subsidized/assisted units at the property.
- i) approximate rent or rent calculations for HUD-subsidized units.
- j) approximate income limitations for HUD-subsidized units.
- k) a statement that the property is open to all community members who qualify regardless of race, color, national origin, religion, sex, disability, or familial status.
- l) notice as to whether the waitlist is open, the last time it was opened, and the expected future date of opening if known.
- m) a detailed explanation of all methods by which applications can be acquired, completed and submitted (email, mail, in-person, etc. (See paragraph F.33 below).
- n) detailed notice regarding how applications will be selected for the waitlist (i.e., by lottery) and how many applications will be accepted.
- o) a fillable online application.
- p) a copy of a full blank application for printing.
- q) a telephone number, other contact information, and working hours for the most relevant contact person for prospective applicants.
- r) a complete copy of the RSP for the subject property.

- s) complete and accurate information about resident screening criteria such as criminal records and rental history, including notification that applicants denied may appeal a denial and instructions for appealing.
- t) a statement in the appropriate languages spoken by LEP individuals per paragraph D below that language translation and interpretation services are available and instructions about how to request such services.
- u) a statement that reasonable accommodations may be requested and instructions on how to submit such a request.
- v) any relevant translated documents – including translated applications – per provision D below.
- w) a statement that fair housing complaints about the property should be communicated to the local HUD office at New York Regional Office of FHEO, U.S. Department of Housing and Urban Development, 26 Federal Plaza, Room 3532, New York, NY 10278, Phone: (800) 496-4294, TTY (212) 264-0927, Email: ComplaintsOffice02@hud.gov and the New York State Division of Human Rights, 1 Fordham Plaza, 4<sup>th</sup> Floor, Bronx, NY 10458, Phone: (713) 741-8326.

23. **Records of Outreach:** Recipient shall maintain records of all outreach conducted, including the dates and locations that outreach materials were distributed, persons contacted, copies of materials used, receipts of purchase, email communications, and any other records related to the outreach (including outreach to community contacts, advertisements in newspapers or other media, postings on local listservs, attempts to contact housing authorities, etc.), and provide copies of such records to FHEO during the quarterly reporting specified in provision VII.

24. **Evaluation:** Recipients shall conduct an evaluation of the effectiveness of outreach in attracting demographic groups least likely to apply sixty (60) days after conducting affirmative marketing and, at least, annually thereafter. Recipients shall consider any feedback received from community organizations pursuant to paragraph C.19(b) above and answers received to the application question asking applicants how they heard about the property pursuant to paragraph E.32 below. Pursuant to the reporting requirements in this Agreement, Recipients shall provide FHEO with a record of this evaluation and outreach efforts.

#### **D. LANGUAGE ACCESS**

25. **Language Access Plan:** Within sixty (60) days of the Effective Date of this Agreement, Recipients shall develop and submit to FHEO for review and approval a revised Language Access Plan as described in Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons 72 FR 2732 (Jan. 22,

2007). This plan must include an individualized assessment of the need for language assistance among potential applicants, applicants, and residents at the Subject Property that balances the following factors: (1) the number or proportion of LEP individuals eligible to be served or likely to be encountered by the Recipient, *including eligible persons in the housing market area who may wish to apply*; (2) the frequency with which LEP individuals come in contact with the program or activity; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the Recipient and costs associated with the provision of language assistance. Recipients shall also:

- a) Replace reference to and contact information for HHS Office for Civil Rights in the current LAP with reference to and contact information for HUD's Office of Fair Housing and Opportunity for the purpose of filing formal complaints.
- b) Revising the nondiscrimination policy in the LAP to include the seven protected classes under the federal Fair Housing Act: race, color, national origin, religion, sex, disability, and familial status.
- c) Removing and creating a separate policy for communicating with people with disabilities under the Effective Communication requirements of Section 504 (24 CFR § 8.6).

26. Within thirty (30) days of receipt of the Language Access Plan, FHEO shall provide any responsive comments. Recipient shall resubmit a revised plan within (30) days of receiving Departmental comments.
27. Within sixty (60) days of finalization of the LAP Recipients shall translate all identified vital documents including marketing materials and applications pursuant to the LAP.
28. Within sixty (60) days of finalization of the LAP Recipients shall provide notice of the availability of language services in marketing materials, application materials, and on site at the management office. Recipient shall also ensure that the subject Property has printed and is utilizing an "I Speak" card so that applicants and residents with limited English proficiency can identify their primary language. Examples of "I Speak" cards can be found at: <https://www.lep.gov/i-speak-card>.
29. Within forty-five (45) days of the effective date of this Agreement, Recipients shall establish and formalize a "Language Bank List." This list will include the names and titles of staff willing and able to provide oral interpretation or written translation services, contact information, and the days and hours each staff person is available to assist LEP individuals. Recipients shall update the Language Bank to include the contact information for translators and interpreters with whom Recipients contract pursuant to this Agreement at D.30. This information will be readily available to staff that interact with individuals who speak or read languages other than English.

30. Within ninety (90) days of the effective date of this Agreement, in addition to considering bilingual staff interpreters, Recipients shall contract interpreters (online, over-the-phone and/or in-person) to provide oral interpretation services for individuals who speak languages identified in the LAP. Recipients shall also contract translators (online, over-the-phone and/or in-person) to provide written translation services for languages identified in the LAP. This service must be accessible to all staff members to ensure meaningful access when assisting LEP persons.
31. As noted in paragraph E.32(c) below, Recipients shall include a question asking applicants their language preference in the application for the subject property and track the answers provided.

#### **E. APPLICATION CONTENT**

32. Within sixty (60) days after the Effective Date of this Agreement, Recipients shall submit a revised Application for the Subject Property to the Department for approval, consistent with the below requirements:
- a) A question asking applicants how they heard about housing opportunities at the Subject Property.
  - b) A question asking applicants to provide preferred methods of contact - including options for postal mail; PO Boxes; email; phone call; and text message.
  - c) A question asking applicants their language preference.
  - d) An Eligibility Screening Form. This form shall fully explain all screening criteria utilized, including credit, housekeeping, and rental history. The description shall include information to be reviewed and how applicants may contest an adverse determination.
  - e) Collection of demographic information consistent with the race and ethnicity categories identified in the HUD-27061-H-Race and Ethnic Data Reporting Form.
  - f) For any question about criminal record or rental history, the answer box will include a space to expand on criminal or rental histories or provide mitigating circumstances pursuant to provision G of this Agreement. No question about criminal history or rental history will go beyond the policy in the property's RSP by asking about records beyond the scope (such as any conviction).

#### **F. APPLICATION COLLECTION AND WAITLIST MANAGEMENT**

33. Application collection: Recipients will make applications available and accept applications by mail, email, in person, drop box, and online. Recipients shall make the application for the subject property available as a fillable form on its website and

will accept the completed application through its website. Recipients shall ensure that applications may be picked-up and submitted at a variety of times, including weekends and mornings (before 9:00 am) and evenings (after 5:00 pm). Consistent with provision B.14(a) of this Agreement, Recipients will place applicants on the waiting list by lottery method.

34. Contact attempts: Recipients will contact applicants who come to the top of the waiting list, or when there is any other need for Recipients to contact the applicant, by the preferred method(s) of contact listed in the application (See paragraph E.32(b) of this Agreement). Recipient will make at least two efforts to contact an applicant at different times of day using each known form of contact, including mail, email, and phone before removing an applicant's name from the waitlist for non-responsiveness. For the duration of the Agreement, Recipients will maintain records of verbal and written attempts to contact applicants before removing an applicant from the waitlist.
35. Denials: For all applicants denied, Recipients shall transmit written notification to the applicant of the reason for the denial, including any information relied on to deny the applicant. The written denial shall include information regarding how the applicant may appeal the denial.
36. Notification of continued interest or purging: Recipients will not require that applicants reach out to the property more than one time per year to maintain eligibility. If Recipients require the applicant to maintain eligibility, Recipients will send a notification, and provide at least fourteen (14) calendar days for the applicant to respond. Recipients must make at minimum two (2) attempts to contact the applicant, each no less than twenty-four (24) hours apart. Applicants will not be removed from the waitlist for failure to respond to requests to verify their continued interest in the waitlist, unless Recipients makes reasonable attempts to reach the applicant using each known form of contact, including via mail, email, and phone.
37. Application Record Keeping: For the duration of the Agreement:
  - a. Recipients shall keep records regarding the race and ethnicity of all applicants consistent with the race and ethnicity categories identified in the HUD-27061-H-Race and Ethnic Data Reporting Form.
  - b. Recipients shall retain a log of all denied applicants and the reason for the denial, as well as retain all written notifications pursuant to paragraph F.35 above.
  - c. Recipients shall retain a log of all persons whose names are removed from the waitlist and the reason for the removal.
  - d. Recipients shall retain all rental applications and copies of correspondence in its files.
38. Within one hundred twenty (120) days of the Effective Date of this Agreement, Recipients shall submit to the Department for review a revised RSP consistent with

the application collection and waitlist management processes described in this provision

**G. RESIDENT SCREENING CRITERIA**

39. Any policies that include an evaluation of credit or rental history will require that negative information does not automatically trigger a denial. In the event of negative information, the policy will require the Recipients to consider the accuracy, nature, relevance, and recency of negative information, and any mitigating or extenuating circumstances. Records that demonstrate that the applicant prevailed against any allegations, or matters were settled without either party admitting fault, will not be used to deny the applicant. Per Paragraph F.35 above, Recipient shall notify any denied applicant of the reason for the denial and how an applicant may appeal the denial.
40. Within thirty (30) days of the effective date of this Agreement, Recipients will either (a) discontinue the practice of conducting home visits of applicants or (b) develop an objective checklist used during every applicant home visit. This checklist may be the same or similar to any checklist the Recipients utilize for annual housekeeping inspections for residents of the subject property. If Recipients continue the practice of conducting home visits, Recipients will provide at least two days' notice to applicants of home visits consistent with the RSP. Recipients will maintain records of the home visit, including notice to applicant, completed checklist, and any additional written correspondence to applicants related to the home visit in each applicant file.
41. Recipients shall revise the RSP to reflect changes to the home visit practice and submit such changes to the Department for review within one hundred twenty (120) days of the Effective Date of this Agreement.
42. Within one hundred twenty (120) days of the effective date of this Agreement, Recipients shall modify the RSP provision on page nine (9) concerning occupancy standards per Departmental guidance about the number of people per bedroom ("Occupancy Standards; Notice of Statement of Policy", 63 Fed. Reg. 70982, (December 22, 1998).
43. Recipient shall revise its nondiscrimination notices and list of protected classes throughout its documentation to explicitly include the seven protected classes under the federal Fair Housing Act: race, color, national origin, religion, sex, disability, and familial status. For example, the non-discrimination policy in the RSP omits familial status.
44. Within one hundred twenty (120) days of the Effective Date of this Agreement, Recipients shall submit to the Department for review and approval a revised criminal record screening policy consistent with the below.

- a) Consistent with HUD’s “Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions,” Recipients shall consider the nature, severity, and recency of criminal conduct. HUD regulations establish only two mandatory prohibitions:
  - i. The applicant or household member is subject to a lifetime registration requirement under a state sex-offender registration program, or
  - ii. The applicant or household member has been evicted from federally-assisted housing for drug-related criminal activity within three years from the date of admission. Recipient must specify in the RSP and on application documents that this is not a reason for mandatory rejection and must allow the applicant to present mitigating circumstances, including: a) completing a supervised drug or alcohol rehabilitation program or b) the circumstances leading to the eviction no longer exist.
- b) Include in the RSP that an arrest is not sufficient evidence of criminal activity and cannot be the sole basis for denial from or termination of tenancy.

45. To show compliance with this provision, Recipients agree to provide FHEO with copies of all newly created and updated materials required here within one hundred (120) days of the Effective Date of this Agreement.

**H. SECTION 504 CONCERNS**

46. Within one hundred twenty (120) days of the effective date of this Agreement, Recipients shall submit to the Department for review and approval revised policies and procedures consistent with Section 504 of the Rehabilitation Act of 1973, including the Department’s guidance with respect to animals that provide assistance to individuals with disabilities (“Service Animals and Assistance Animals for People with Disabilities in Housing and HUD-Funded Programs,” FHEO Notice 2013-01, (April 25, 2013)) and prohibition on an independent-living requirement (“Non-Discrimination and Accessibility for Persons with Disabilities,” Notice PIH 2010-26 (HA), (July 26, 2010)). These revisions shall include, but are not limited to:
- a) Revising the RSP’s definition of an assistance animal to include an animal that “provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability.”
  - b) Removing requirement that a pet deposit is required for *all* animals and clarifying that there is not a pet deposit for an assistance animal.
  - c) Removing weight limit and one pet per household limit and clarifying that breed, size, and weight limits do not apply to assistance animals.
  - d) Removing any reference to a resident being responsible for the costs of reasonable modifications or restoring the unit to its pre-modification condition upon vacating. Recipients shall acknowledge in the RSP that, as a federally-assisted housing provider, Recipients are required to bear the costs of a reasonable modification under Section 504.

- e) Removing or amending housekeeping standards that suggest an inquiry into whether resident is capable of living independently.
- f) Removing the Applicants with Disabilities: Determining Program Eligibility section on page twenty-two (22) of the RSP.

**I. RESIDENT SELECTION PLAN**

47. Unless otherwise specified herein, Recipients shall submit all required revisions to the Resident Selection Plan (RSP) to the Department for review and approval within one hundred twenty (120) days of the Effective Date of this Agreement. Within thirty (30) days of receipt of the revised RSP, FHEO shall review and approve the RSP or shall provide responsive comments. Recipients shall incorporate any comments on the RSP received from FHEO and implement the RSP within thirty (30) days of receiving Departmental approval. If Recipients revise their RSP during the duration of the Agreement, they shall submit the revised RSP to FHEO for approval prior to adopting any changes.

**J. MONETARY RELIEF**

48. Recipients agrees to waive all fees that it would ordinarily charge new residents (e.g., move-in fees, amenity fees) for all residents who move into the property during the term of the Agreement. Recipients shall provide a log of all fee waivers to FHEO per the quarterly reporting schedule in provision VII.

49. Recipients agree to donate an amount of \$40,000.00 to organizations, subject to HUD approval, that assist individuals in finding affordable housing or advance fair housing in the housing market area. Specifically, Recipients will make four equal donations in the amount of \$10,000.00 each over the term of this Agreement on the following schedule: Donation 1: On or before June 30, 2022; Donation 2: On or before January 31, 2023; Donation 3: On or before August 31, 2023; and Donation 4: On or before March 31, 2024. Recipients shall submit proof of payment to HUD within ten (10) days of making each donation to a HUD-approved organization.

**K. TRAINING**

50. Within sixty (60) days of the Effective Date of this Agreement, all staff who work with residents or potential residents at the subject property, all staff who supervise staff who work with residents or potential residents at the subject property, all staff responsible for marketing or hiring at the subject properties, and the Board of Directors, shall attend a training on fair housing, civil rights, for a minimum of three (3) hours.

51. Within one hundred twenty (120) days of the Effective Date of this Agreement, Recipients shall train all staff on Title VI obligations, including the obligations to affirmatively market the subject property and to provide meaningful access to persons who are Limited English Proficient. This will include the Title VI regulatory

requirements and Department of Justice LEP Guidance, the results of the Four-Factor Analysis, contents of the Language Access Plan, the Language Bank, list of vital documents, use of “I Speak” cards or posters, and the major obligations set out in the VCA.

52. The training(s) shall be conducted by a qualified third party or parties, approved by the Department. No fewer than thirty (30) days before the date of the training session, Recipients shall submit for approval to the Department the name of the person(s) or organization(s) proposed to provide the training, together with copies of the professional qualifications of such person(s) or organization(s) and copies of all materials to be used in the training.
53. Recipients will provide the Department written certification that the training has been completed, along with a list of the attendees, within thirty (30) days of the completion of the training.
54. In anticipation of staff turnover, Recipients will also periodically conduct, two times a year, refresher Title VI-language access trainings for all staff.

## **VI. MISCELLANEOUS PROVISIONS**

55. This Agreement, after it has been executed by the FHEO Regional Director or his or her designee, is binding upon Recipients, their employees, contractors, agents, successors.
56. This Agreement shall not be construed to limit or reduce the obligation of Recipients, and Recipients’ programs, services, and activities, to comply with federal civil rights laws and implementing regulations, including Title VI and the Fair Housing Act, and their respective implementing regulations.
57. Upon execution of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
58. Upon execution of this Agreement, Recipients shall provide notice of the terms of this Agreement to their employees, contractors, subrecipients and residents within ten (10) days of the effective date.
59. This Agreement does not diminish the ability of any person or class of persons to exercise their rights under Title VI or 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 not a Party to this Agreement.
60. This Agreement does not in any way limit or restrict FHEO’s authority to investigate any other complaint involving Recipients or conduct a compliance review pursuant to Title VI, or investigate allegations pursuant to the Fair Housing Act, or any other authority within HUD’s jurisdiction.

61. This Agreement does not commit HUD to provide any additional federal financial assistance for the purpose of carrying out Recipients' obligations under this Agreement beyond the federal financial assistance already allocated to Recipients.
62. The individuals named in provision VII, below, will monitor whether the Recipients have satisfactorily complied with the provisions set forth in this Agreement. FHEO may seek to amend the Agreement if FHEO determines that it is in the best interests of the Parties. FHEO may conduct an on-site or any other review of Recipients' compliance with the provisions of this Agreement, and, upon reasonable notice by HUD, Recipients will grant HUD's employees access to their premises, records, and personnel during normal business hours throughout the term of this Agreement pursuant to 24 C.F.R. § 1.6(c).
63. If applicable laws, regulations, or guidance are changed or clarified in a manner that would affect the provisions of this Agreement, then the parties shall confer in good faith to determine any appropriate modifications to this Agreement.
64. This Agreement (including its Attachments) is the entire agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either Party shall be enforceable. This Agreement does not remedy any other potential violations of Title VI or other federal law. This Agreement does not relieve Recipients of their continuing obligation to comply with all aspects of Title VI.
65. Execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement constitute one document.

## **VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT**

66. FHEO will monitor Recipients' implementation of this Agreement. At its discretion, FHEO may convene meetings with Recipients' Executive Director or other designated staff or authorized representative, to discuss progress in implementing the Agreement, propose modifications, or conduct other business with respect to this Agreement.
67. Recipients shall submit reports to FHEO on each provision of this Agreement quarterly. These reports shall be submitted electronically to Ivette.M.Rivera-Giusti@hud.gov. All documents or logs referenced in the report shall be provided as attachments to the report. These reports shall be submitted on the last business day of March, June, September, and December.
68. Failure to carry out any term of this Agreement resulting in a material breach may result in the suspension or termination of, or refusal to grant or to continue federal financial assistance to Recipients, 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.

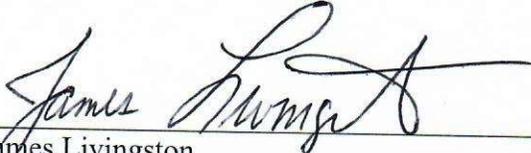
69. Upon notice that HUD has referred this Agreement to the Department of Justice all items that are required to be submitted to HUD shall be submitted to both HUD and the Department of Justice.
70. Should FHEO learn of Recipients' noncompliance with this Agreement, FHEO will provide notification to the Recipients' executive director or equivalent highest-ranked official via email. Recipients will have seven (7) days to cure the breach following the date of the email notice. If failure to cure occurs, FHEO may take appropriate enforcement action, including referring this Agreement to the Department of Justice. *See* 28 C.F.R. § 50.3.

FHEO reserves the right to refer this Agreement to the Department of Justice without providing an opportunity to cure in the following circumstances:

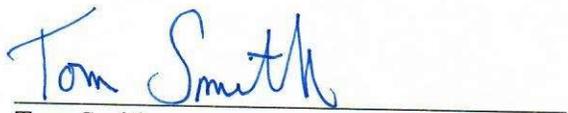
- i. Notification by Recipients of intent to engage in an action that would breach this Agreement;
  - ii. Significant non-compliance with this Agreement;
  - iii. Breaches that are not reasonably curable; or
  - iv. Any breach that by its nature constitutes noncompliance with civil rights requirements.
71. In the event that the Recipients fail to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from FHEO, then FHEO may enforce that provision by any contractual, statutory, or regulatory remedy available to HUD.
  72. 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 Parties to the revision.

VIII. SIGNATURES

For the Recipients:

  
\_\_\_\_\_  
James Livingston  
Manager, JCL Management, LLC

3/16/22  
Date

  
\_\_\_\_\_  
Tom Smith  
President, Pilot Cove Manor HDFC, Inc.

03/17/2022  
Date

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



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Jay Golden  
FHEO Region II Director

3/17/2022

Date