



Voluntary Compliance Agreement

between

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

Office of Fair Housing and Equal Opportunity

and

The City of Hemet, California.

UNDER

Title VI of the Civil Rights Act of 1964

HUD CASE NO.:

09-20-0002-6

I. PARTIES AND JURISDICTION

1. The Parties to this Agreement are the U.S. Department of Housing and Urban Development (HUD) and The City of Hemet, California (Recipient).
2. Recipient is a City that receives Community Development Block Grant (CDBG) funds. Recipient includes any officers, directors, agents (including contractors), employees, successors, assigns, or subrecipients. Recipient is a recipient of federal financial assistance from HUD, as defined at 24 C.F.R. §§ 1.2(e) and 1.3, and is subject to the provisions of Title VI of the Civil Rights Act of 1964.).

II. BACKGROUND

1. This Agreement arises from a compliance review of the City's CDBG program that was conducted by HUD's Office of Fair Housing and Equal Opportunity (FHEO). HUD's preliminary review of the City's CDBG program identified potential non-compliance with Title VI of the Civil Rights Act of 1964 and its implementing regulations, 24 C.F.R. part 1.
2. The Parties enter into this Voluntary Compliance Agreement (Agreement) to voluntarily resolve the compliance review (number 09-20-0002-6) pursuant to Title VI of the Civil Rights Act of 1964. *See* 24 C.F.R. § 1.7(d). HUD and the Recipient, having agreed to settle and resolve voluntarily HUD's preliminary findings without the necessity of formal evidentiary hearings or other judicial processes, hereby agree and consent to the terms of this Agreement.
3. The parties agree that nothing contained in this AGREEMENT shall be construed to be a final finding or determination by HUD that the Recipient intentionally engaged in unlawful practices that may have violated Title VI of the Civil Rights Act of 1964 or its implementing regulations. The parties agree that nothing contained in this AGREEMENT shall be construed as an admission of liability or an admission of having acted in violation with respect to HUD's preliminary findings by the Recipient.

III. DEFINITIONS

1. This Agreement incorporates by reference all definitions under HUD's Title VI regulations at 24 C.F.R. part 1, the Fair Housing Act and its implementing regulations at 24 C.F.R. part 100, as well as 24 C.F.R. § 5.105, as such definitions exist as of the effective date of this Agreement and as amended.
2. The following terms shall have the meanings set out herein:
 - a. "Rental Registration and Crime-Free Rental Housing Program" means the Program established by Hemet City Ordinance Nos. 1870 and 1873, or any substantially similar program.
 - b. "Chronic Nuisance Abatement Program" means the Program established by Hemet City Ordinance Nos. 1850, or any substantially similar program.

- c. “Days” means and refers to calendar days.
- d. “Effective Date” means and refers to the date of the last signature in Section VIII.
- e. “Limited English Proficient (LEP) Individual” means and refers to an individual who has a limited ability to read, speak, write, or understand English.
- f. “Low or Moderate-Income Person(s)” has the same meaning utilized in the CDBG program.

IV. TERM OF AGREEMENT

This Agreement shall govern the conduct of the Parties for a period of five (5) years from the Effective Date of the Agreement.

V. SPECIFIC PROVISIONS

A. NON-DISCRIMINATION

1. Recipient 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.
2. 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 Title VI. *See* 24 C.F.R. § 1.7(e).

B. POLICIES, PROCEDURES, AND PRACTICES

1. As of the Effective Date of this Agreement, Recipient shall not take any judicial or administrative action to enforce its existing Rental Registration and Crime-Free Rental Housing Program.
2. Recipient shall, within ten (10) days of the Effective date of this Agreement:
 - a. provide a written statement to all of its employees, contractors, and subrecipients involved in implementation of Rental Registration and Crime-Free Rental Housing Program that the Program is discontinued and the forms in Subsection c of this Section (V.B.2.c) are withdrawn;

- b. publish a written statement on the City website¹ that implementation of Rental Registration and Crime-Free Rental Housing Program is discontinued and the forms in Subsection c of this Section (V.B.2.c) are withdrawn;
 - c. withdraw from effect documents implementing the Rental Registration and Crime-Free Rental Housing Program, including, but not limited to, the Residential Rental Dwelling Unit Crime Free Lease Addendum, the Crime Prevention Through Environmental Design (CPTED) inspection Checklist, The Interior Rental Registration Inspection Reference Checklist, the Residential Rental Dwelling Unit Property Owner Certification Form, and the Residential Rental Dwelling Unit Frequently Asked Questions.
3. Within ninety (90) days of the Effective date of this agreement, the Recipient shall repeal Ordinance Nos. 1870, and 1873 or shall otherwise notify residents of the jurisdiction that the Ordinances are no longer in effect.
4. Recipient shall not adopt, maintain, enforce, or implement any Rental Registration and Crime-Free Rental Housing or Abatement of Chronic Nuisance Programs that discriminate against any protected classes in violation of Title VI, the Fair Housing Act, or any other applicable fair housing or civil rights laws. Specifically, Recipient will not expend any CDBG funds on any aspect of a Rental Registration and Crime-Free Rental Housing Program, unless the following criteria are met:
 - a. Recipient has submitted to HUD for review the text of the authorizing ordinance(s), operative documentation, and any implementation plans.
 - b. Any code enforcement aspect of the program emphasizes health and safety issues in occupied buildings. Ancillary efforts to address violations of codes concerning landscaping, uninhabited structures, and motor vehicles are permitted in conjunction with efforts regarding buildings, but should form a minor part of the code enforcement program.
 - c. The program is directed at deteriorated or deteriorating areas in which such enforcement, together with the public or private improvements or services to be provided, may be expected to arrest the decline of the area, pursuant to Section 105(a)(3) of the Housing and Community Development Act and 24 CFR 570.202(c). Any such program shall include a clear articulation of how such program meets this requirement.

¹ This post must be in an accessible electronic format and easily accessed on Recipient's websites, including its main local government page, the Code Enforcement page, the Rental Registration page, and Police Department page. For purposes of this Agreement, an accessible electronic format (e.g., HTML or MS Word – not PDF) means a format that allows for increasing font size in a word processor or web browser; *see* WCAG 2.0 AA; documents conforming to the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) that can be recognized and read by software commonly used by individuals who are blind or have low vision to read digital information.

- d. The program is designed and implemented consistent with principles of equitable code enforcement. These may include: prioritizing serious health and safety issues; avoiding tenant displacement; providing assistance for remediating code violations at properties owned or occupied by low or moderate income individuals; applying substantially similar standards, as implemented, for owner-occupied and renter-occupied properties; and other principles as appropriate.
 - e. The program does not require or encourage rental property owners to take any action against a tenant or applicant, in response to 1) calls to law enforcement or code enforcement generated by or to a property; 2) the arrest or record of arrest of a tenant or guest without further evidence of criminal activity; 3) evidence of criminal activity engaged in by a tenant or guest off the property or unrelated to tenancy; 4) the actions or criminal record of persons who are not the tenants at the unit.
 - f. The program does not require or encourage rental property owners to take any action against a tenant or applicant for being a victim of domestic violence, dating violence, sexual assault, stalking, human trafficking, or elder abuse, regardless of any prior interactions between the victim and perpetrator and regardless of whether the victim is perceived as having permitted the perpetrator to visit or reside with them. The program will not conflict with California Code of Civil Procedure § 1161.3.
 - g. The program includes a clearly explained process for requesting and assessing reasonable accommodations for persons with disabilities (per the meaning of reasonable accommodations in 24 CFR part 8).
 - h. The program includes a process for making residents aware of their fair housing rights and for accepting complaints of civil rights violations related to the program. This process will include the designation of a city official who will be responsible for accepting, investigating, and resolving such complaints. Throughout the term of this agreement, the Recipient will keep a log of these complaints and report this to HUD, as described in Section VII. The complaint process will not limit the right to file a complaint directly with HUD or any other administrative or judicial body.
5. Within ninety (90) days of the Effective date of this agreement, the Recipient shall repeal Ordinance No.1850, or shall otherwise notify residents of the jurisdiction that the Ordinance are no longer in effect.
 6. Recipient will not expend any CDBG funds on any aspect of an Abatement of Chronic Nuisance Program, unless the following criteria are met:
 - a. Recipient adopts and implements clear nondiscriminatory policies for implementation.

- b. The program does not rely on a designated number of calls for law enforcement or code enforcement generated by or to a property without further inquiry into the nature, cause, or severity of the alleged nuisance or criminal activity.
 - c. The program does not require or encourage rental property owners to take any action against a tenant or applicant for being a victim of domestic violence, dating violence, sexual assault, stalking, human trafficking, or elder abuse, regardless of any prior interactions between the victim and perpetrator and regardless of whether the victim is perceived as having permitted the perpetrator to visit or reside with them. The program will not conflict with California Code of Civil Procedure § 1161.3.
 - d. The program includes a clearly explained process for requesting and assessing reasonable accommodations for persons with disabilities (per the meaning of reasonable accommodations in 24 CFR part 8).
 - e. The program includes a process for making residents aware of their fair housing rights and for accepting complaints of civil rights violations related to the program. This process will include the designation of a city official who will be responsible for accepting, investigating, and resolving such complaints. Throughout the term of this agreement, the Recipient will keep a log of these complaints and report this to HUD, as described in Section VII. The complaint process will not limit the right to file a complaint directly with HUD or any other administrative or judicial body.
7. Within thirty (30) days of the Effective Date of this Agreement, Recipient shall submit to HUD a Language Access Plan to provide meaningful access to LEP individuals seeking services, benefits, or assertion of rights relating to Recipient's CDBG program. At a minimum, this plan must acknowledge that Recipient is required to take reasonable steps to ensure meaningful access to its programs and activities by LEP individuals, including how Recipient will conduct an individualized assessment of the need for language assistance based on the balancing of the following factors: (i) the number or proportion of LEP individuals eligible to be served or likely to be encountered by the Recipient; (ii) the frequency with which LEP individuals come in contact with the program or activity; (iii) the nature and importance of the program, activity, or service provided; and (iv) the resources available to the Recipient and costs associated with the provision of language assistance. This plan shall also require the City to translate vital documents to Spanish and any other language warranted after analysis. Vital documents include but are not limited to notices of rights, notices of community and public meetings, documents associated with community and public meetings, citation notices, and documents related to any new or replacement ordinances permitted under Section V.B.4 and 6 of this Agreement.

8. Recipient represents that Start Here Crime Free is not currently contracted to implement or enforce aspect of the Rental Registration and Crime-Free Rental Housing Programs and that the City shall not contract with Starts Here Crime Free to implement any such Programs for the duration of the Agreement.
9. Within one hundred and twenty (120) days of the effective date of this Agreement Recipient shall mail the notice in Appendix A (“Notice”) by first-class mail, postage prepaid, to the last address on file of all rental property owners and to all known rental property locations addressed to “occupants.” The purpose of this mailing is to inform recipients of the discontinuation of the Rental Registration and Crime Free Rental Housing Program, remind recipients of key fair housing rights and obligations with respect to rental housing.
 - a. The Notice shall be translated into Spanish and any other language identified through the process set forth in the Language Access Plan described in this Agreement.
 - b. Within thirty (30) days of the Effective Date of this Agreement, and for a period of no less than ninety (90) days thereafter, Recipient shall publish the Notice in at least two newspapers in the Hemet regional area, including a Spanish language newspaper. Each published Notice shall appear in a space measuring at least one-eighth of a page. Recipient shall provide to HUD verification of publication of the Notice within ten (10) days following the date of each publication.
 - c. Within ten (10) days of the Effective Date of this Agreement and for a period of no less than one (1) year thereafter, Recipient shall display the Notice, including the translation to Spanish and other languages, prominently and conspicuously in an accessible electronic format and easily accessed location on Recipient’s website.²
 - d. In addition to the electronic posting and the mailing described in Section V.B.9 above, HUD may distribute the Notice through any additional means reasonably calculated to reach persons injured by Recipient’s alleged conduct.
 - e. In the event that a person or class of persons files a complaint with HUD alleging discrimination related to the Program, including any substantially similar program, in violation of Title VI, the Fair Housing Act, or other fair housing and civil rights authority, Recipient expressly agrees not to count the time during which this Agreement is in place, or use the terms or existence of

² This post must be in an accessible electronic format and easily accessed on Recipient’s website, including its main local government page, the Code Enforcement page, the Rental Registration page, and Police Department page. For purposes of this Agreement, an accessible electronic format (e.g., HTML or MS Word – not PDF) means a format that allows for increasing font size in a word processor or web browser; *see* WCAG 2.0 AA; documents conforming to the W3C’s Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) that can be recognized and read by software commonly used by individuals who are blind or have low vision to read digital information.

this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or waiver. This applies to civil rights complaints filed with HUD, as well as any resulting civil action filed by the United States. Nothing in this provision shall be construed as resurrecting claims that are already time barred as of the Effective Date of this Agreement.

10. Recipient shall also fund a program that provides financial assistance to property owners who rent to low or moderate-income households to proactively address or remediate potential code enforcement violations or otherwise improve housing conditions. Recipient shall, at minimum, make available \$200,000.00 in financial assistance as described in this paragraph for rental properties that are occupied by low or moderate-income households.

a. Federal Funds. Any federal funds used to satisfy this Agreement may only be used to carry out eligible activities under HUD program requirements, and the use of such funds must comply with all applicable federal requirements and the terms of this Agreement.

b. Nonfederal funds. The remainder of funds required to carry out the obligations of this Agreement may include such municipal funds as the Responded may allocate and/or such other nonfederal funds from any other source(s) that are made available for program purposes.

c. Within thirty (30) days of the Effective Date of this Agreement, Recipient shall develop and submit to HUD for review its plan for implementing the program described in paragraph 10.

d. Recipient shall furnish to HUD every six months a report on the program to the Department, including marketing materials and activities, program forms, and beneficiary information (*i.e.*, amount of funds received, project scope, address of property, tenant income, and race/ethnicity of tenants).

C. TRAINING

1. Within one hundred (100) days of the effective date of this Agreement, Recipient's employees substantially involved with enforcement of the Rental Registration and Crime-Free Rental Housing and Abatement of Chronic Nuisance Programs (including Code Enforcement and Police Department staff) and all current members of the City Council shall attend a training course on fair housing, to include coverage of the Act and Title VI lasting at least two (2) hours, and conducted by a qualified instructor who is knowledgeable about Title VI and the Act as approved in advance by the Department. Recipient shall bear the cost of the training. Within one hundred twenty (120) days of the Effective Date of this Agreement, Recipient shall provide to the Department written confirmation that the training has been completed, including a

Certificate or a letter from the entity conducting the training, together with a list of participants, the date of the training, who provided the training, and a summary of the subjects covered in the training.

2. 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.
3. If Recipient reestablishes any Rental Registration and Crime-Free Rental Housing or Abatement of Chronic Nuisance Programs, as permitted by Sections V.B.4 and 6, all staff substantially involved in the administration of those programs shall complete, at a minimum, 2 hours of fair housing training annually. Recipient shall provide the Department written confirmation that the training has been completed, including a Certificate or a letter from the entity conducting the training, together with a list of participants, the date of the training, who provided the training, and a summary of the subjects covered in the training.

VI. MISCELLANEOUS PROVISIONS

1. This Agreement, after it has been executed by the FHEO Regional Director or his or her designee, is binding upon Recipient, its employees, contractors, agents, successors.
2. This Agreement shall not be construed to limit or reduce the obligation of Recipient, and Recipient's programs, services, and activities, to comply with federal civil rights laws and implementing regulations, including Title VI, and its respective implementing regulations.
3. Upon execution of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
4. 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.
5. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving Recipient 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.
6. HUD may conduct an on-site or any other review of Recipient's compliance with the provisions of this Agreement, and, upon reasonable notice by HUD, Recipient will

grant HUD's employees access to its premises, records, and personnel during normal business hours throughout the term of this Agreement pursuant to 24 C.F.R. § 1.6(c).

7. 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

1. 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 Recipient, 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.
2. Should HUD learn of Recipient's noncompliance with this Agreement, HUD will provide notification to the Recipient. 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 referring this Agreement to the Department of Justice. *See* 28 C.F.R. § 50.3.
3. All submissions required in this Agreement should be made to Nathanael Hill at Nathanael.R.Hill@hud.gov.

VIII. SIGNATURES

For the Recipient:

Christopher Lopez
City Manager
City of Hemet

Date

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

Anné Quesada
Regional Director, Region IX
Office of Fair Housing and Equal Opportunity

Date

APPENDIX A

Notice for the Owners and Occupants of Rental Property in Hemet

The purpose of this letter is to notify you that the City of Hemet's Rental Registration and Crime-Free Rental Housing Programs ("Programs") are being repealed pursuant to a voluntary compliance agreement with the Department of Housing and Urban Development (HUD) related to a compliance review HUD conducted of the Programs pursuant to Title VI of the Civil Rights Act of 1964.

Owners of rental property are no longer required to submit a Crime Free Certification, utilize the City's Crime Free Lease Addendum, pass CPTED inspections, attend Crime Free Rental Housing Training, or undergo annual code inspections under the Programs.

Owners and managers of rental housing are reminded that they must comply with fair housing laws. Owners and managers should be mindful of the following:

- You may not evict or refuse to renew a lease because the tenant or a household member is a victim of domestic violence, dating violence, sexual assault, stalking, human trafficking or elder abuse (as described in Cal. Code of Civ. Proc. § 1161.3).
- You may not evict or refuse to renew a lease solely because the tenant or a household member calls emergency services, including 911.
- An arrest on its own is not evidence of a crime. Many people who are arrested later have the charges against them dropped. An eviction or other adverse housing action for criminal activity should be based on a conviction or other substantial evidence that a crime occurred.
- Not all convictions suggest that a person would be a bad tenant. The best way to assess whether an applicant who has a criminal history will be a good tenant is to conduct an individualized assessment of that person's circumstances, including the nature, severity and recency of each offense, and any evidence of rehabilitation.

If you believe you have been harmed by the City's Rental Registration and Crime-Free Rental Housing Programs, you may file a complaint with HUD by contacting Nathanael Hill at 415-489-6541 or nathanael.r.hill@hud.gov