

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AND VOLUNTARY COMPLIANCE AGREEMENT

Under

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

And

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

And

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

Between

THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

And

**The City of Richmond
("Recipient" or "City")**

And



("Complainants")

And

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

FHEO CASE NUMBERS

**03-15-0493-6/9/8; 03-15-0495-6/9/8; 03-15-0499-6/9/8; 03-15-0500-6/9/8; 03-15-0501-6/9/8;
03-15-0502-6/9/8; 03-15-0503-6/9/8; 03-15-0504-6/9/8; 03-15-0505-6/9/8; 03-15-0506-6/9/8;
03-15-0507-6/9/8; 03-15-0508-6/9/8; 03-15-0509-6/9/8; 03-15-0510-6/9/8**

The U.S. Department of Housing and Urban Development (“Department or “HUD”) received sixteen complaints filed under Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 (“the Act”), Title VI of the Civil Rights Act of 1964 (“Title VI”), 42 U.S.C. 2000d, and its implementing regulations found at 24 C.F.R. Part 1, and Section 109 of the Housing and Community Development Act of 1974 (“Section 109”), 42 U.S.C. 5309, and its implementing regulations found at 24 C.F.R. Part 6, and initiated an investigation of these cases. Through its receipt of federal funds, the Recipient has certified that its programs will be conducted and administered in conformity with civil rights laws, including the Act, Title VI, and Section 109, and that it will affirmatively further fair housing.

The Act and HUD regulations provide that communities that receive CDBG, HOME, and ESG funds must affirmatively further fair housing within their jurisdictions. To that end, they must determine what impediments to fair housing choice exist within their jurisdictions, undertake actions to ameliorate those impediments, and maintain adequate record of the analysis used to determine the impediments, and of their efforts to overcome them. 42 U.S.C. 3608(d) and (e)(5); 24 C.F.R. Part 91.22(a)(1) and Part 91.425(a).

The sixteen complaints were filed on August 7, 2015. During the course of the investigation two complaints, 03-15-0511-8/6/9 and 03-15-0512-8/6/9 were withdrawn on January 12, 2016.

I. STATEMENT OF FACTS

Multiple complaints were filed with the Department alleging that the Complainants, mobile home park residents of Richmond, Virginia, were injured by discriminatory acts of the Recipient on the basis of national origin. The complaints alleged that through its targeted code enforcement initiative of majority Hispanic mobile home parks, the Recipient (1) made housing unavailable; (2) discriminated in the terms and conditions of its programs; (3) retaliated and harassed Complainants in response to Complainants engaging in activities protected by the Act; (4) violated Title VI in not providing adequate language access for Limited English Proficient (“LEP”) individuals; and (5) violated Title VI and Section 109 with respect to the Recipient’s obligation to affirmatively further fair housing.

Complainants alleged that from early 2014 to the present, the Recipient engaged in a campaign of proactive, targeted code enforcement to aggressively enforce the requirements of the Virginia Maintenance Code in the City’s mobile home parks, which are majority Hispanic. Complainants alleged that the two mobile home parks initially inspected, Rudd’s and Mobile Towne, are approximately 75% and 90% Hispanic, respectively. Complainants alleged that the Recipient, through its building inspectors, imposed unreasonable and legally unjustified requirements and standards to meet in order to avoid the condemnation of their homes. Complainants alleged that the Recipient subjected them to intimidation, coercion and harassment through intrusive inspections with armed police escorts, threats of criminal court action, large monetary fines, and the condemnation of their homes. Complainants alleged that the Recipient refused to provide them meaningful access to critical rights or services by failing to provide adequate language access services for LEP individuals, including critical notices provided exclusively in English and the denial of adequate language services for various communications with inspectors. Complainants also alleged that the Recipient failed to

affirmatively further fair housing by refusing to use any funds to address conditions in the mobile home parks, despite having uncommitted CDBG funds available for such use.

The Recipient denied having discriminated against Complainants and admitted no liability with respect to any of the allegations or claims in any of the complaints. The Recipient defended that it performed its code enforcement actions in order to address what it believed to be serious and legitimate health and safety concerns at mobile home parks and not for discriminatory reasons. The Recipient denied that its actions made housing unavailable and also denied that it failed to affirmatively further fair housing or provide language access. The Recipient defended that it has an Analysis of Impediments and that it funds actions to address the impediments identified. The Recipient defended that it engaged in extensive outreach with the Latino community, including holding community meetings with Spanish interpreters, translating meeting notices, translating presentations, translating the substance of the complex building code issues in dispute, and providing interpreters during inspections at the mobile home parks. The Recipient also defended that it tried to be as flexible as possible with the Latino mobile home residents regarding code enforcement, and believes it was more flexible with this group of residents than any other in the City. The Recipient further defended that its employees spent hundreds of hours trying to find free or low-cost assistance for these mobile home residents for their needed home repairs. The Recipient further defended that neither it, nor any of its employees, ever intimidated, harassed, or threatened Complainants, and, instead, did all they could within the City's resource limitations to help Complainants with their needed home repairs.

II. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is voluntary and constitutes a full settlement of the claims set forth in the complaints in the above-referenced cases. The parties affirm that they have read and fully understand the terms set forth herein. The parties agree that they have not been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
2. The parties agree that nothing contained in this Agreement shall be construed to be a final finding or determination by the Department that the Recipient or any of its agents, employees, or elected or appointed officials intentionally engaged in unlawful practices that may have had the effect of illegally discriminating on the basis of race, color, national origin, sex, familial status, religion or disability.
3. 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 of civil rights laws by the Recipient or any of its agents or employees.
4. This Agreement shall be binding on the parties, their employees, and their successors and assigns.
5. **Effective Date:** This Agreement shall become effective on the date on which it is approved by the Regional Director, Office of Fair Housing and Equal Opportunity (FHEO) ("Effective Date").

6. **Term of the Agreement:** This Agreement shall govern the conduct of the parties to it for a period of four (4) years from the Effective Date of the Agreement.
7. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Recipient pursuant to the Act, Title VI, or Section 109, or any other complaint within the Department's jurisdiction. The Department agrees that all issues related to mobile home park inspections performed between February 21, 2014 and June 16, 2015 (last amended NOV) are fully and finally addressed in this Agreement.
8. The parties agree that code enforcement practices in mobile home parks that are done in response to complaints, or focused code enforcement done in a manner consistent with focused code enforcement elsewhere in the City of Richmond to further health and safety, are legitimate functions of the City government.
9. Pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the Regional Director or his/her designee, this Agreement is a public document.
10. To the extent that any prior Department guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding the Recipient's obligations, responsibilities, or technical requirements under the Act or any other law enforced or administered by the Department conflicts with this Agreement, this Agreement is the controlling document from the Effective Date. This Agreement does not constitute a waiver of any other agencies' or government entities' requirements under other statutory or regulatory programs not administered by the Department.
11. This Agreement does not supersede, or in any manner change, the rights, obligations, and responsibilities of the parties under any court orders or settlements of other controversies involving compliance with civil rights statutes.
12. The Recipient acknowledges that it has an affirmative duty not to discriminate under the Act, Title VI, Section 109, and other civil rights related authorities, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act, Title VI, Section 109, and other civil rights related authorities. The Recipient further acknowledges that any retaliation or discrimination after the Effective Date of this Agreement constitutes both a material breach of this Agreement and a statutory violation of the Act, Title VI, and Section 109.
13. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director or her authorized designee.
14. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.

III. SPECIFIC PROVISIONS

A. General Actions

1. Within thirty (30) days of the effective date of this Agreement, the Recipient shall pay by check the amount of Thirty Thousand Dollars (\$30,000) to the Legal Aid Justice Center, counsel for the Complainants, for damages. The check will be sent or delivered to: Phillip T. Storey, Legal Aid Justice Center, 123 East Broad Street, Richmond, VA 23219.
2. Within thirty (30) days of the Effective Date of this Agreement, the Recipient shall hire or appoint a Fair Housing Compliance Officer (FHCO) to oversee compliance with the provisions of the Agreement. The Recipient shall designate the FHCO in writing, and shall provide a copy of that designation to the Department. The FHCO shall be the Department's primary point of contact with respect to this Agreement. If at any time the City has to hire a FHCO through outside advertising, the City shall have 45 days to make such a hire.
3. In the event that the FHCO resigns or is otherwise terminated prior to the expiration of this Agreement, the Recipient shall notify the Department and designate a replacement within thirty (30) days of such resignation or termination. The Recipient shall appoint a replacement in writing and provide a copy of that appointment letter to HUD within five (5) business days of the appointment.
4. Within fifteen (15) days of the Effective Date of this Agreement, the Recipient shall disseminate the Agreement to all City officials, code enforcement staff, community development staff, Department of Social Services ("DSS") staff, and the Office of Multicultural Affairs ("OMA") staff. The Recipient shall also maintain a copy of the Agreement for the public at the City's Main Office Building and on the City's website.
5. Within thirty (30) days of the Effective Date of this Agreement, the Recipient shall develop a non-discrimination policy, which will be available in English and Spanish. The Recipient will distribute the policy to all City Offices and post the policy in all City offices and on any website owned, managed or operated by the Recipient. The Recipient will obtain the Department's approval of the policy prior to the implementation of the policy and to provide the Department with a copy of the policy once it is approved and finalized. If the City already has a non-discrimination policy, it will submit it to the Department for review and approval, and distribute and post the policy as indicated above. Notwithstanding this paragraph, the City's existing non-discrimination policy shall remain in full-force and effect. Should the Office of the City Attorney determine that formal approval by the City Council is required for any change in the non-discrimination policy, delay associated with the approval shall not be considered a breach of this agreement; however, the City will inform the Department of the delay and expedite the approval process, if possible.
6. Within thirty (30) days of the Effective Date of this Agreement, the Recipient shall display and maintain a fair housing poster in English and Spanish in all City Offices connected with housing, including, but not limited to, The Department of Planning & Development

Review – Division of Maintenance Code Enforcement (“Code Enforcement”), the Department of Economic and Community Development (“ECD”), DSS, and the OMA.

7. Within ninety (90) days of the Effective Date of this Agreement, the Recipient shall secure a qualified consultant to provide a series of mandatory, in-person training sessions for City officials, Code Enforcement staff, ECD, DSS Housing Code Enforcement and Counseling Program Unit staff, and OMA staff about the requirements of the Agreement, the Act, the obligation to affirmatively further fair housing, and language access/LEP. Within 10 business days of securing the qualified consultant, the Recipient shall submit the qualified consultant’s training agenda to the Department for review and approval.
8. Within one hundred and twenty (120) days of the Effective Date of this Agreement and annually throughout the term of this Agreement, the Recipient shall hold the training for the identified City staff as described in provision III.A.7. This training shall be a minimum of four (4) hours in length and cover the subject matter outlined in the above provision. Any new employees hired during the term of the Agreement shall participate in the annual training that follows their hire date. This provision will fulfill the requirements of Section IV of the Settlement Agreement. The Settlement Agreement referenced throughout this Agreement is the federal lawsuit, captioned *Alfonso Altamira-Rojas, et al., v. the City of Richmond*, 3:15-CV-488 (E.D. Va.) (“Settlement Agreement”).

B. Limited English Proficiency Actions

1. Within thirty (30) days of the Effective Date of this Agreement, the Recipient shall post in all City offices the following sign: “Do you need an interpreter? If so, the City of Richmond will provide one at no charge. Please notify a City staff member and an interpreter will be provided.” This statement shall be in English and Spanish.
2. Within sixty (60) days of the Effective Date of this Agreement, the Recipient will outreach to the Spanish speaking community and either (a) issue a joint statement with the Mobile Home Park Coalition and/or (b) host a joint event with the Mobile Home Park Coalition regarding language access changes to improve communication with LEP residents in the City.
3. Within sixty (60) days of the Effective Date of this Agreement, the Recipient shall conduct the four-factor analysis pursuant to HUD’s Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (January 22, 2007) (“HUD’s LEP Guidance”).
4. Within ninety (90) days of the Effective Date of this Agreement, the Recipient shall develop a Language Access Plan (“LAP”) for Spanish-speakers and any other language deemed necessary based upon the four-factor analysis conducted under provision III.B.3. of this Agreement. The Recipient shall submit the LAP to the Department for review and approval prior to administration and/or implementation of the Plan. See HUD’s LEP Guidance. The LAP shall include, but is not limited to, the following provisions:

- a. Requirement that the Recipient appoint a language access coordinator to oversee language access compliance and to receive complaints. This provision shall also specifically outline the duties of the language access coordinator, including ensuring compliance with this Agreement, assisting City Departments who need to hire bilingual staff with verifying the language skills of those applicants, staff training, recordkeeping, providing notice to LEP residents of changes in policies, and updating the LAP, as well as include a plan for replacement of the coordinator when circumstances arise where they can no longer perform their duties;
- b. Statement that interpretation and translation will be provided by qualified interpreters and translators relying upon normally recognized standards;
- c. Summary of the results of the four-factor analysis performed by the City;
- d. Procedures the Recipient will use to identify (i) LEP individuals with whom they have contact, (ii) the size of the LEP populations, and (iii) the languages of the LEP populations;
- e. List of the points and types of contact the Recipient may have with LEP individuals and a plan for providing interpreters in different settings, including, but not limited to, large, medium, small, and one-on-one meetings;
- f. Requirement that the Recipient provide "I Speak Cards" to all City Offices;
- g. Description of methods in which language assistance will be provided, including that interpretation will be provided in the following order of utilization: (i) In-person bilingual staff interpreter; (ii) In-person contractor interpreter; or (iii) Telephone interpreter (but only when the above forms of interpretation are not available despite best efforts to secure interpretation by these methods). Automated internet interpretation services will not be used even in emergency situations;
- h. List of vital documents to be translated, the languages into which they will be translated, and the timetable for translation;
- i. Plan for translating informational materials and notices that detail services and activities provided to residents;
- j. Plan for how LEP individuals will be informed that a document is currently only in English and translation or interpretation of the document can be provided at no cost in the office;
- k. Plan for outreaching to the LEP community, including developing community resources, partnerships, and other relationships to help with the provision of language services and outreach to LEP individuals;
- l. Plan for training staff members, either semi-annually or annually, on HUD's LEP Guidance, the LAP, how to determine the need for interpretation, how to access an interpreter, how to respond to urgent requests for interpretation, how to handle interpretation in formal situations, and on recordkeeping procedures. The plan shall include periodic training for new hires and refresher trainings for all staff;

- m. Plan for training bilingual staff that will serve as interpreters, including testing to ensure staff members are qualified to interpret, the role of the interpreter, confidentiality and impartiality, recordkeeping procedures, and all other interpretation protocol;
- n. Plan that ensures interpreters that are provided for residents at all informal and formal appeals or grievance hearings regarding proposed adverse actions shall be neutral, impartial, qualified, and provided at no cost to the residents. These interpreters shall not ask questions of the residents, but rather be present solely to interpret information between the Recipient and the resident. All notices and documents for hearings and adverse actions should inform residents of their right to a qualified, impartial, and neutral interpreter at no cost with clear instructions on how to request interpretation. These notices and documents shall be provided in Spanish or the necessary language for LEP individuals;

- o. Written authorization statements that state in English and Spanish:

The City of Richmond will provide a qualified interpreter to you at no charge. The City of Richmond does not request or prefer that you bring your own interpreter. You will not face any penalty or charge for using the City's interpreter. If you would like for the City to provide you with an interpreter, you will receive an interpreter in a timely manner. We will not permit children less than 18 years of age to interpret.

The statement shall also include a section that records whether the individual chose to use the City's interpreter or their own interpreter and one that describes the proceeding where interpretation or translation was provided;

- p. A statement of policy that reads in English and Spanish:

All City of Richmond residents will be provided an interpreter at no charge. The City does not require, request, or prefer that residents bring their own interpreter. Residents will not face any penalty or charge for using the City's interpreter. Interpreters will be provided in a timely manner. The City uses only qualified adults as interpreters. If a resident brings his or her own interpreter in the future, the City will advise the resident that he or she can be provided a qualified interpreter at no cost. The City will not permit children less than 18 years of age to interpret.

This statement of policy shall include instructions in Spanish for LEP individuals to obtain language access when seeking assistance at City Offices. This statement of policy shall be distributed to all City Offices.

- q. A language access complaint and grievance process for residents;
- r. Plan to correct and update websites, if any, to include webpages for LEP persons that speak Spanish;
- s. Plan to update interactive voice response systems for all telephone lines with instructions in Spanish;
- t. A record-keeping procedure for language access requests, including the requester's name, type of communication (interpretation or translation), the date and time of the

request, what the request entailed, language requested, how the request was fulfilled, the date and time when the request was fulfilled, and by whom. The procedure shall also include that the written authorization statements pursuant to provision III.B.4.o of this Agreement shall remain on file for at least two years. The Language Access Coordinator shall maintain these records.

- u. Provisions for monitoring and updating the LAP, including how often the LAP will be updated.
5. Within ninety (90) days of the Effective Date of this Agreement, the Recipient shall revise its Citizen Participation Plan to include information on requesting language access for public meetings, notices in English/Spanish, a process for requesting document translation, and any other language access issues that need to be addressed in the document. Should the Office of the City Attorney determine that formal approval by the City Council is required for any change in the Citizen Participation Plan, delay associated with such approval shall not be considered a breach of this Agreement; however, the City will inform the Department of the delay and expedite the approval process, if possible.
 6. Annually for the term of the Agreement, the Recipient shall provide the Department reports pursuant to provision III.B.4.t of this Agreement.

C. Affirmatively Furthering Fair Housing Actions

1. The Recipient must take the necessary actions to maintain compliance with the affirmative furthering fair housing ("AFFH") requirements by continuing to comply with existing requirements until the first Assessment of Fair Housing is submitted. Those AFFH requirements include updating the City's current Analysis of Impediments ("AI"). Within one hundred and twenty (120) days of the Effective Date of this Agreement, the City shall conduct a thorough review of planning documents, including, but not limited to, previous AIs, the Current Master Plan, and the Mayor's Anti-Poverty Commission Report, to determine impediments to fair housing and strategies to address impediments. The City may do this in conjunction with a qualified fair housing non-profit in developing its new AI due this year (2016). The resulting document shall be submitted to the Department for review and approval.
2. In conjunction with provision III.C.1, above, and within one hundred and twenty (120) days of the Effective Date of this Agreement, the Recipient shall develop a written plan to address outstanding identified impediments, including concrete actions that will be taken, how actions will be measured for success, and proposed dates for the actions to be taken and completed. The Department shall review and approve the plan and the City will provide annual updates on the progress of addressing the impediments along with the monitoring provisions of this Agreement.
3. The Recipient shall distribute the final AI to all City Offices for review. The Recipient shall hold meetings with the following City Offices within thirty (30) days, and provide concrete actions for City Offices to perform to assist with addressing the impediments identified in the AI and determine how to measure results that will obtain successful

outcomes to address the identified: Code Enforcement, the DSS Housing Code Enforcement & Counseling Program, ECD, the CAO's Office, and OMA.

4. Following the initial meetings outlined in provision III.C.3 above, the Recipient shall review the AI on a semiannual, every six months, basis with City staff, including analyzing actions taken, what is still needed to make actions successful, how different City Offices can collaborate to address impediments, determining if they were successful, and if not, brainstorming new strategies to address the identified impediments. These actions shall be reported in the Recipient's Consolidated Annual Performance and Evaluation Report and in the monitoring reports provided for in this Agreement.

D. Continuing Inspections Actions

1. Within thirty (30) days of the Effective Date of this Agreement, the Recipient shall develop and disseminate a notice in English and Spanish to all mobile home park residents regarding fire safety precautions to take in their homes.
2. Between September 30th and November 30, 2016, and annually throughout the term of this Agreement, the Recipient shall hold a community meeting, providing qualified interpreters for Spanish-speakers, to discuss fire safety with mobile home park residents.
3. Within sixty (60) days of the Effective Date of this Agreement, the Recipient shall assess City programs to determine what relief can be provided to families in mobile home parks displaced or in danger of losing their housing, including, but not limited to, relocation assistance, temporary housing, and rehabilitation funds to assist with repairs. The Recipient should outreach to all relevant City departments to determine what assistance may be provided. Should code enforcement initiatives continue in mobile home parks on a large scale, the Department believes it is critical for the City to take affirmative actions to attempt to secure funding for repairs and potential displacement of residents. Such actions shall include:
 - a. The City will recommend, in writing, to City Council that 10 percent of CDBG Program Income (excluding Section 108 Loan Fund Program Income) in FY 2017 be used in FY 2018 for mobile home repairs and relocation assistance, to the extent permitted by law. The City will make this recommendation again in FY 2018, for the use of CDBG Program Income from that year in FY 2019. Any change to the use of Program Income in either fiscal year will be subject to public comment and City Council approval.
 - b. The City will work with eligible third-party entities during the application periods for FY 2018 and FY 2019 to address and include manufactured homes in the Citywide Critical Home Repair Program, to the extent permitted by law. The City will make a concerted effort to increase available funding for this program, including, but not limited to, marketing and advertising for applications for such programs and publicly supporting such projects for funding. The City will work with appropriate City Departments to increase available funding for the Housing Code Enforcement Counseling Program. This program will be advertised in mobile home parks for eligible residents to seek funding during FY 2018 and FY 2019.

4. Within ninety (90) days of the Effective Date of this Agreement, once the City determines what resources are available pursuant to provision III.D.3 of this Agreement, the Recipient shall develop an informational notice in English and Spanish to provide to residents of mobile home parks to assist with applications and questions to obtain the resources. This notice shall include the information provided under Section II.6 of the Settlement Agreement. This informational notice shall be provided with future Notices of Violation, Unsafe/Unfit Notices, and Condemnation Notices during mobile home park code enforcement initiatives. The Notice shall also include the following statement: "Funds may be available for eligible families or individuals who meet the applicable criteria."
5. Within ninety (90) days of the Effective Date of this Agreement, and in conjunction with the notice in provision III.D.4, above, the City shall determine other affirmative marketing strategies to inform mobile home park residents of available resources and how to apply for those resources. All affirmative marketing efforts shall be in English and Spanish.
6. At least two (2) months prior to the next code enforcement initiative at a mobile home park and within one hundred and twenty (120) days of the Effective Date of this Agreement, the Recipient shall develop a LAP specific to such code enforcement initiative ("Code Enforcement LAP"). The Code Enforcement LAP should be utilized for all future code enforcement initiatives at mobile home parks. The Code Enforcement LAP shall include the following:
 - a. A list of vital documents particular to code enforcement, including, but not limited to, notices of violation, unsafe notices, appeal rights, community meeting notices, condemnation notices, community meeting presentations, the fire safety notice, and the non-discrimination policy of the City.
 - b. Procedures for residents to request language assistance, in English and Spanish, for either interpretation or translation of documents not designated as vital.
 - c. Written standard operating procedures for code enforcement officials to request interpreters for code enforcement actions with LEP individuals and to request translation of documents that will be provided to LEP individuals during the course of an enforcement action.
 - d. A procedure for interpretation at community meetings (method of interpretation, number of interpreters, etc.) and outreach and education events.
 - e. A record-keeping procedure for language access requests and what language access was provided, etc. for code enforcement actions.
7. Future code enforcement initiatives in mobile home parks, including continued or renewed inspections at Mobile Towne or Rudd's, will be undertaken in accordance with Section II.10-II.12 of the Settlement Agreement.
8. The City will not fine or displace persons in mobile homes for code enforcement deficiencies or as the result of NOVs, when such deficiencies are caused solely by a park owner's failure to comply with another NOV issued against the park owner, unless there is a compelling safety reason for displacing such persons.

9. Under Section II.3. of the Settlement Agreement, provide documentary evidence to the Department of the Partnering Organization's use of funds for mobile home park home repairs.
10. Under Section II.4. of the Settlement Agreement, provide documentary evidence to the Department of notice to the Partner Organization complying with this provision.

IV. PUBLIC NOTICE

Within thirty (30) days of the Effective Date of this Agreement, the Recipient shall public a Notice in a newspaper of general circulation, in English and Spanish, in a Spanish newspaper of general circulation in Spanish, and on its website, in English and Spanish, regarding this Agreement. The Notice will provide a summary of the general provisions of this Agreement and a description of the corrective actions that will be accomplished. The Department must approve the text of the Notice before it is published.

V. REPORTING AND COMPLIANCE REQUIREMENTS

1. The Recipient shall submit quarterly reports to the Department for the duration of this Agreement, detailing its progress in complying with the provisions of this Agreement.
2. The reports shall contain, at a minimum, the following information on each corrective action listed above: progress made to completion, work remaining, reason(s) for any delay, and dates of completion/proposed completion. The reports shall be signed and certified as accurate by the FHCO, on behalf of the City. The reports also must have evidence and documentation attached or included showing completion of provisions, when appropriate.
3. If the reporting day falls on a weekend or a Federal, State, or local holiday, the report shall be due on the first business day following the weekend or holiday.
4. The required reports and documentation of compliance must be submitted to:

Barbara Delaney, Philadelphia Center Director
Office of Fair Housing and Equal Opportunity
Philadelphia Regional Office
100 Penn Square East, 10th Floor
Philadelphia, PA 19107

VI. RECORDKEEPING AND MONITORING

1. During the term of this Agreement, the Recipient shall maintain adequate files along with all materials relating to the City's implementation of the provisions of this Agreement.
2. The Recipient agrees that the Department is entitled to monitor and evaluate its compliance with this Agreement. The Department may inspect documents and records and may interview any witnesses with prior reasonable notice given to the City. The Department is entitled to

receive, upon request, any documents that may have a bearing on the City's performance under, or compliance with, this Agreement. The City agrees to cooperate in any Department monitoring activity and will take all actions necessary to facilitate the Department's monitoring activities.

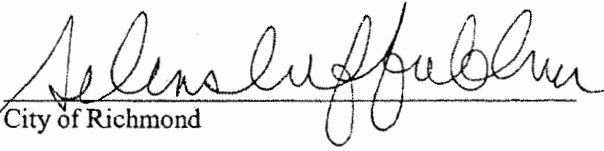
VII. CONSEQUENCES OF BREACH

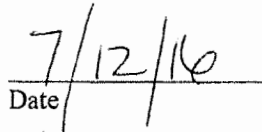
1. Acts or omissions by the Recipient that violate the terms of this Agreement may serve as grounds for the Department to determine that the City has materially breached its duties. The Department will provide the City with notice and a reasonable opportunity to cure any alleged violations of the terms of this Agreement as further discussed herein.
2. A material breach of this Agreement may result in the suspension or termination of, or refusal to grant or continue Federal financial assistance, or any other actions authorized by law, including referral to the Department of Justice.
3. If the Department determines that the City has materially breached its duties hereunder, it shall notify the City, in writing, of such determination. The written notice shall state the specific rationale for the finding of breach, and shall cite evidence thereof, as appropriate to the circumstances. The City will be deemed to have received the written notice of breach three (3) days after mailing, if first class mail is used. The City shall then have fifteen (15) business days after receipt of such notice to remedy the breach or to provide the Department with a reasonable justification or explanation to rebut the Department's finding of breach. The Department may, in its discretion, provide, in writing, for a longer period to remedy the breach, depending upon the particular circumstances. If the breach is remedied within fifteen (15) business days, or as otherwise specified by HUD, the Department shall take no further action with respect to the breach. If the breach is not remedied but the Department accepts the City's justification, the Department may, in its discretion, prescribe additional duties or procedures upon the City to remedy the situation or prevent it from recurring. In such a situation, the parties agree that the Department has broad discretion to fashion corrective measures.
4. In instances where the Department determines that the City has committed a non-material or *de minimus* breach of its duties hereunder, the Department will provide notice thereof to the City and, to the extent warranted, shall provide technical assistance to the City to correct the identified problem.
5. The Department will provide technical assistance to the City any time the City requests such assistance, so long as such assistance is consistent with the Department's available resources and is consistent with relevant statutes, regulations and policies.
6. Self-Reporting: The Recipient may self-report any breach that it discovers to the Department within 15 days of the discovery of the breach, through the FHCO, to the address set forth in provision V.4. If such self-report is accompanied by a statement that the breach has been remedied and a description of how the breach was remedied, such statement shall be considered when the Department is assessing the breach. This paragraph

does not limit the Department from seeking the City's cooperation with remedying the breach in alternative ways that the Department deems necessary to fully remedy the breach.

VIII. SIGNATURES

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


City of Richmond

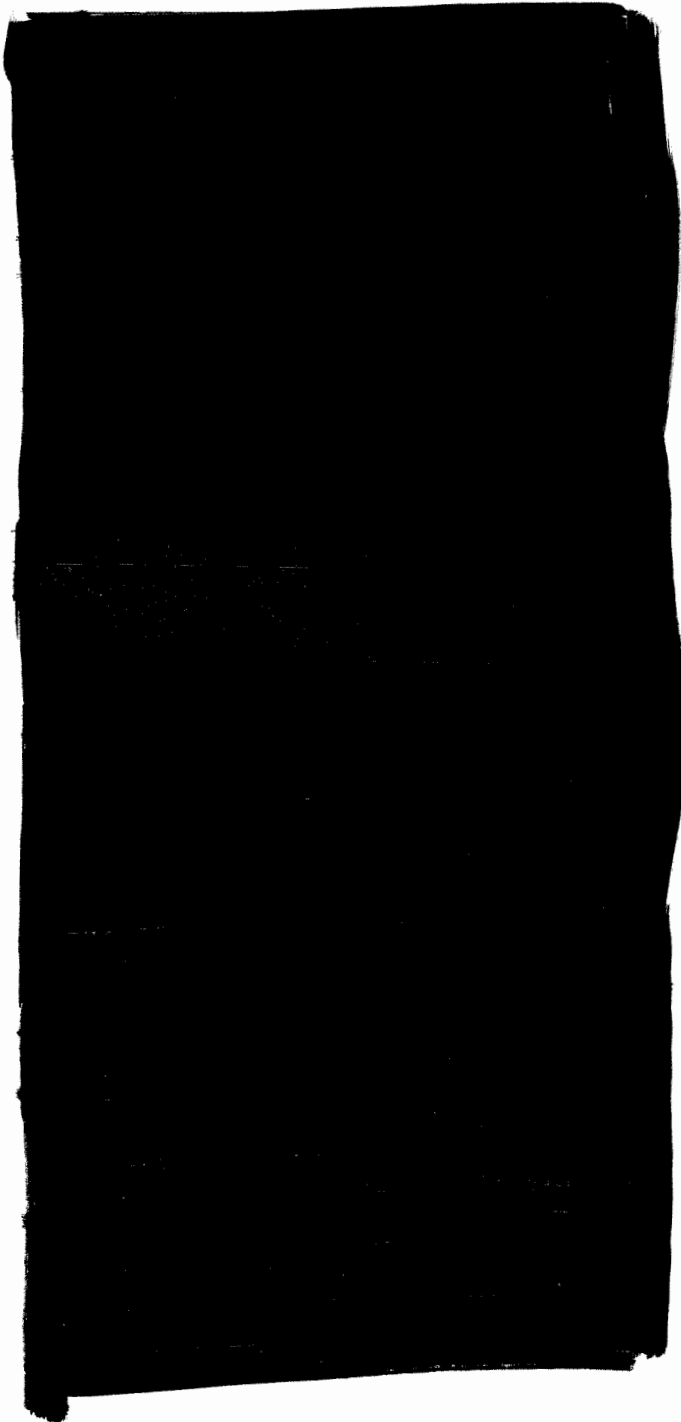

Date

Print Name: Selena Cuffee-Glenn

Print Title: Chief Administrative Officer

IX. FIRMAS

Al firmar a continuación, los firmantes acuerdan que tienen la intención de estar legalmente obligados, y representa que ellos tienen la autoridad para ejecutar este Acuerdo en nombre de la parte para la cual están firmando.



Fecha
7/16/16

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7/17/16

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7/18/16

X. APPROVAL

Melody Taylor
Director, Region III
Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development

Date