

**AGREEMENT FOR
VOLUNTARY COMPLIANCE**

WITH

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

AND

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

BETWEEN THE

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY**

AND THE

**HOUSING AUTHORITY OF THE CITY OF NORTH LAS VEGAS
1632 YALE STREET
NORTH LAS VEGAS, NV 89030**

**CASE NUMBER: 09-07-R-0007-6 (Title VI)
09-07-R-0007-4 (Section 504)**

I. INTRODUCTION

The United States Department of Housing and Urban Development (hereinafter referred to as the Department or HUD) pursuant to its law enforcement responsibilities under Title VI of the Civil Rights Act of 1964, as amended (hereinafter referred to as Title VI), and the Rehabilitation Act of 1973, as amended (hereinafter referred to as Section 504), conducted a compliance review of the Federally assisted housing programs administered by the Housing Authority of the City of North Las Vegas (hereinafter referred to as the Housing Authority or Recipient).

The Department conducted an on-site review of the Housing Authority during the period June 11-15, 2007. The areas reviewed included Outreach and Marketing, Applications, Tenanting, Section 504 program requirements, and a Limited Accessibility Analysis. The review disclosed that the housing programs are administered in general compliance with statutory provisions contained in Title VI and Section 504. However, the Department found that the Housing Authority was in preliminary non-compliance with particular provisions of the Codes of Federal Regulations (CFR) that implement Title VI (24 CFR Part 1) and Section 504 (24 CFR Part 8). Specifically, the Department found that the Housing Authority was administering its programs in Preliminary Non-Compliance with the following: (1) 24 CFR 8.4(b)(4)(ii), prohibition against use of criteria or methods of administration impeding participation by persons with disabilities; 24 CFR 1.6(b), 8.55(b), and 121, record-keeping provisions; 24 CFR 8.27, identifying need for accessible units and offering such units; 24 CFR 8.4, impeding participation by persons with disabilities; 24 CFR 1.4(b)(2)(ii), assigning LIPH units from the LIPH waiting list; 24 CFR 8.53(a), Section 504 Coordinator; and, 24 CFR 8.54(b), Non-discrimination Notice. Additionally, the Department had a number of programmatic concerns regarding the Housing Authority's administration of the program in areas that were reviewed.

The parties agree that nothing contained in this agreement shall be construed to be a final finding or determination by the Department that the Housing Authority or any of its agents or employees intentionally engaged in unlawful practices that may have had the effect of illegally discriminating on the basis of race, color, national origin or disability. The parties agree that nothing contained in this document shall be construed as an admission of liability or an admission of having acted in violation with respect to the Department's preliminary findings by the Housing Authority or any of its agents or employees.

Nothing in this Agreement is intended to confer on any non-signatory third party a right to sue for an alleged breach of this Agreement, and the parties expressly intend to preclude the interference of any alleged third-party beneficiary rights.

The Department and the Housing Authority hereby agree that this Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Title VI, Section 504, the Fair Housing Act, or any other Federal, State or local civil rights statute or authority with respect to any current, on-going 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.

The Department and the Housing Authority of the City of North Las Vegas, having agreed to settle and resolve voluntarily the Department's preliminary findings without the necessity of formal evidentiary hearings or other judicial processes, hereby agree and consent to the terms of this Agreement.

II. GENERAL PROVISIONS

A. With respect to any housing accommodations, facilities, services, financial aid, or other benefits related to the Housing Authority's programs, the Housing Authority, its officers, trustees, directors, agents, employees, successors, and all persons in active concert or participation with any of them, agree to refrain from any acts that have the purpose of subjecting qualified persons with disabilities to discrimination on the basis of race, color, national origin, gender, or disability, in violation of Title VI, Section 504, and their respective implementing regulations at 24 CFR Parts 1 and 8. /

B. This Agreement applies to rally assisted programs that the Housing Authority administers, and shall be binding upon the Housing Authority, its agents, successors, and assigns or beneficiaries who own, control, operate or sponsor said program.

C. The Department may conduct an on-site review of the Housing Authority's compliance with the provisions of this Agreement, and the Housing Authority will grant the Department's employees access to its premises, records, and personnel with reasonable notice during normal business hours, throughout the duration of this Agreement.

III. SPECIFIC PROVISIONS

The Housing Authority agrees to take the following specific actions within the timeframes stipulated.

ISSUES OF NON-COMPLIANCE

A. Collection of Racial and Ethnic Data (24 CFR 1.6 and 121). (1) Within 90 days of the date of this Agreement, the Housing Authority shall develop and implement a written procedure, consistent with the OMB and Department guidance on collection of racial and ethnic data, and revise all current data gathering formats, including its initial and full application documents, to reflect the correct record-keeping requirements. (2) Within 90 days of the date of this Agreement, the Housing Authority will survey current applicants on its waiting lists, requesting that they provide racial and ethnic characteristics in accordance with the OMB and Department guidance. (3) Within 150 days of this

Agreement, the Housing Authority will enter into its databases racial and ethnic characteristics gathered as a result of its survey of current applicants. (4) Within 180 days of this Agreement, the Housing Authority will submit to this Office copies of the revised lists and a summary of the racial and ethnic characteristics of applicants on each list.

B. Collection of Disability Information (24 CFR 8.55(b) and 121). (1) Within 90 days of the date of this Agreement, the Housing Authority will revise its pre-application form to include a question regarding disability. (2) Within 90 days of the date of this Agreement, the Housing Authority shall send out a survey to all applicants on the waiting list to ask whether the applicant has a disability. (3) Within 150 days of the date of this Agreement, Housing Authority will input accurate information on the disability status for each applicant into its database. (4) Within 180 days of the date of this Agreement, the Housing Authority will provide copies of the revised waiting lists annotating applicants with disabilities and a summary of the disability characteristics of applicants on each list.

C. Placement of Applicants with Disabilities on the Waiting List (24 CFR 8.4). (1) Within 90 days of the date of this Agreement, the Housing Authority shall review and reorder the waiting lists to ensure that the correct placement of applicants with disabilities is made on to the appropriate site waiting list. (2) Within 150 days of the date of this Agreement, the Housing Authority shall establish a system of internal controls to periodically determine if applicants with disabilities are being placed on to the appropriate size and complex waiting list. (3) Within 180 days of the date of this Agreement, the Housing Authority shall submit copies of the revised waiting lists to this Office.

D. Assignment of Applicants to the LIPH Waiting List and Selection from the Waiting List (24 CFR 1.4(b)(2)(ii)). (1) Within 60 days of the date of this Agreement, the Housing Authority shall develop a draft procedure to assure that applicants are drawn from the waiting lists in accordance with 24 CFR 1.4(b)(2)(ii) and shall develop a mechanism for periodic review of its internal practices; the draft procedure and description of the mechanism shall be submitted to the Department for its comments within 60 days. (2) Within 45 days of receipt of comments from the Department, the Housing Authority shall finalize the procedures and mechanism and initiate training of staff. Within 45 days of the date of this Agreement, the Housing Authority will submit to this Office a copy of the final procedure and description of the mechanism. (3) Within 90 days of receipt of comments from the Department, the Housing Authority shall submit to this Office a certification that the training has been completed, including the date(s) of the training and the names and functions of staff that received the training.

E. Need for and Assignment to Accessible Units (24 CFR 8.27). (1) Within 90 days of this Agreement, the Housing Authority shall develop a procedure to assure that staff implements its adopted policy with respect to assignment of

residents and applicants to accessible units. (2) Within 90 days of this Agreement, the Housing Authority shall revise its pre-application forms to offer potential participants the opportunity to identify a need for an accessible unit. (3) Within 90 days of this Agreement, the Housing Authority shall canvass current residents and offer each the opportunity to identify a need for an accessible unit. (4) Within 120 days of this Agreement, the Housing Authority will provide training to staff with respect to the newly written procedure and shall monitor, on a quarterly basis, unit offers and assignments. (5) Within 135 days of this Agreement, the Housing Authority shall submit certification that the training has been completed, including the date(s) of the training and the names and functions of staff that received the training. (6) Within 150 days of this Agreement, the information gathered from current residents and current applicants shall be entered into the Housing Authority's databases which shall be modified to assure that such information is readily available to staff who offer vacant units to current tenants requesting transfer and, alternately, to current applicants.

F. Section 504 Coordinator (24 CFR 8.53(a)). Within 30 days of the date of this Agreement, the Housing Authority shall submit to this Office a certification that it will have its Section 504 Coordinator attend training opportunities and will develop an interactive relationship with the Section 504 Coordinators at the Housing Authorities of Clark County and Las Vegas.

G. Section 504 Non-discrimination Notice (24 CFR 8.54). (1) Within 30 days of the date of this Agreement, the Housing Authority will conspicuously post in its office and begin dissemination in general circulation media that reach applicants, participants, and employees a notice that it does not discriminate against persons with disabilities and that includes contact information for its Section 504 Coordinator. (2) Within 45 days of the date of this Agreement, the Housing Authority will submit to this Office a copy of the notice.

CONCERNS and OBSERVATION

H. Criteria or Methods of Administration (24 CFR 8.4(b)(4)(ii)). Within 60 days of the effective date of this Agreement, the Housing Authority will undertake outreach and marketing to persons with disabilities and organizations that represent such persons and will transmit copies of such outreach to this Office.

I. Limited English Proficiency (LEP). (1) Within 180 days of the date of this Agreement, the Housing Authority will undertake and complete a four factor analysis of LEP needs, pursuant to the enclosed LEP guidance, to determine if a need for expanded services to LEP populations in its Housing Market Area is warranted. (2) Within 210 days of the date of this Agreement, the Housing Authority will develop a written Language Access Plan if the four factor analysis identifies a need for additional efforts. (3) Within 210 days of the date of this

Agreement, the Housing Authority will submit to this Office the results of its four factor analysis and a copy of its Languages Access Plan, if one is necessitated.

J. Consistency of Admissions and Continued Occupancy Policy and Actual Practices. (1) Within 150 days of the date of this Agreement, the Housing Authority shall compare its practices with policies in the ACOP and make the necessary modifications to ensure consistency and compliance. (2) Within 160 days of the date of this agreement, the Housing Authority shall submit a certification that the comparison and modifications have been completed.

K. Reasonable Accommodations to People with Disabilities. Within 90 days of the date of this Agreement, the Housing Authority shall develop a tracking system for documenting requests for accommodations and for documenting how such requests are responded to and will submit to this office a certification that the tracking system has been developed and is being implemented.

L. Pet Policy. Within 60 days of the date of this Agreement, the Housing Authority will amend its written Admissions and Continued Occupancy Policy to remove any reference to assistance animals for persons with disabilities needing to be certified or trained and will submit to this Office a copy of the amended Policy.

M. Administration of the Section 8 HCV Waiting List. (1) Within 120 days of the date of this Agreement, the Housing Authority will carefully review the waiting list and cross reference the annotations indicating an applicant's eligibility for veteran's preference with the pre-application on file, and should grant preference points where applicable. (2) Within 180 days of the date of this Agreement, the Housing Authority will purge its waiting to remove applicants who have received assistance, who have been rejected or who are no longer interested in the program. (3) Within 180 days of the date of this Agreement, the Housing Authority will submit to this Office a certification that items 1 and 2 in this paragraph have been completed.

N. Section 504 Grievance Procedures. (1) Within 90 days of the date of this Agreement, the Housing Authority shall submit draft procedures that incorporate specific references to disability and accommodations in its Grievance Procedures for comments by the Department. (2) Within 30 days of receipt of comments, the Housing Authority shall assure, through posting on a public bulletin board for example, a copy of the procedures, incorporating the Department's comments, if any, so that they are readily available to persons with disabilities who may wish to file disability related complaints. (2) Within 45 days of receipt of the Department's comments, the Housing Authority should submit a written certification that these actions have been taken.

O. Section 504 Self-evaluation. (1) Within 180 days of the date of this Agreement, the Housing Authority will complete a new Self-Evaluation of its

policies and practices to determine whether they comply with all Section 504 requirements and regulations and modify any that do not meet the intent of the regulations or requirements. (2) Within 210 of the date of this Agreement, the Housing Authority will submit a copy of its Self-Evaluation and copies of any policies or practices that were revised or developed to address failings identified in the evaluation.

P. Physical/Program Accessibility. (1) Within 210 days of the date of this Agreement, the Housing Authority shall conduct a careful accessibility survey, reduced to writing as a new Needs Assessment, of all facilities under its control or that it utilizes to assure that, to the maximum extent feasible, they are fully accessible to people with disabilities. Where the Housing Authority identifies barriers to physical accessibility it shall develop a new Transition Plan to address the barriers through alteration or relocation to other accessible facilities. The Transition Plan shall include detailed timeframes for completing any activities proposed to be undertaken. (2) Within 240 days of the date of this Agreement, the Housing Authority shall submit a copy of its accessibility survey and Transition Plan for the Department's review and approval.

IV. SUBMISSION OF REPORTS AND DOCUMENTATION

All reports, certifications or other documents identified for submission to HUD in the preceding section are to be submitted to the following address:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Attn: David Philipson
650 Capitol Mall, Suite 4-200
Sacramento, CA 95814

V. EFFECTIVE DATE AND DURATION


A. The effective date of this Agreement is the date of the last signature on the signature page. This Agreement shall remain in effect for a three year period following the date of execution, unless the Department determines that the Agreement must be revised or extended based on its review of the Housing Authority's performance under the Agreement and notifies the Housing Authority to this effect prior to the expiration date.

B. Failure to carry out the terms of this Agreement may result in suspension or termination of or refusal to grant or to continue Federal financial assistance, or other actions authorized by law.

C. This Agreement may be modified or amended only by written agreement, executed by all parties. Waiver of any one provision of this agreement shall not be deemed to be a waiver of any other provision.

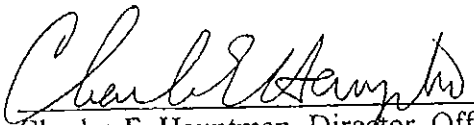
SIGNATURE PAGE
TITLE VI AND SECTION 504 COMPLIANCE
REVIEW

eight This agreement for voluntary compliance with Title VI and Section 504, consisting of ~~seven~~ (8) pages, is entered into by the Housing Authority of the City of North Las Vegas and the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity.



Don L. England, Chief Executive Officer
Housing Authority of the City North Las Vegas

12-13-07
Date



Charles E. Hauptman, Director, Office of Fair
Housing and Equal Opportunity, San Francisco Hub

12/27/2007
Date