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# **Exhibit 1**

## **Corrected Settlement Agreement and Release of Claims**

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21 **UNITED STATES DISTRICT COURT FOR THE**  
22 **CENTRAL DISTRICT OF CALIFORNIA (WESTERN DIVISION)**

23 INDEPENDENT LIVING CENTER OF )  
24 SOUTHERN CALIFORNIA, *et al.* )

25 Plaintiffs, )

26 vs. )

27 CITY OF LOS ANGELES, )  
28 CALIFORNIA, and COMMUNITY )  
REDEVELOPMENT AGENCY OF THE )  
CITY OF LOS ANGELES, )

Defendants. )

) Case No.: 12-CV-00551 FMO (PJWx)

) **CORRECTED SETTLEMENT**  
) **AGREEMENT AND RELEASE OF**  
) **CLAIMS**

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1                   **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

2                   This Settlement Agreement and Release of Claims (the “Agreement”) is  
3 entered into between the City of Los Angeles (the “City”), a municipal corporation,  
4 and Independent Living Center of Southern California (“ILCSC”), Fair Housing  
5 Council of San Fernando Valley (“FHC”), and Communities Actively Living  
6 Independent and Free (“CALIF”) (collectively referred to herein as “Plaintiffs”). The  
7 City and the Plaintiffs are referred to herein collectively as “the Parties.”

8                   **I. RECITALS**

9                   This Agreement is made and entered into with reference to the following facts:

10                  1.       On January 13, 2012, Plaintiffs commenced litigation against the City  
11 and CRA/LA, A Designated Local Authority, Successor to Community  
12 Redevelopment Agency of the City of Los Angeles (“CRA/LA”) known as  
13 *Independent Living Center of Southern California, et al. v. City of Los Angeles, et*  
14 *al.*, filed on January 13, 2012, in the U.S. District Court for the Central District of  
15 California, Case No. 2:12-cv-00551-FMO-PJW (the “Litigation”). The Litigation  
16 concerns multifamily apartment buildings that received or will receive any Federal  
17 financial assistance from the City after July 11, 1988, and/or (2) was or will be  
18 designed, constructed, altered, operated, administered, or financed, in whole or in  
19 part, in connection with a program administered in whole or in part by the City since  
20 January 26, 1992. Plaintiffs also joined, for Rule 19 purposes, a total of 61 owners of  
21 multifamily properties that had been assisted by the City or CRA (“Owner  
22 Defendants”). The CRA/LA and Owner Defendants are not Parties to this  
23 agreement.

24                  2.       On August 20, 2012, the Plaintiffs filed a Second Amended Complaint  
25 (“SAC”), which remains the operative complaint in this proceeding. The SAC  
26 alleges that the City and CRA/LA engaged in a pattern or practice of discrimination  
27 against people with disabilities—in violation of Section 504 of the Rehabilitation  
28 Act of 1973 (“Section 504”), 29 U.S.C. § 794; Title II of the Americans with

1 Disabilities Act (“ADA”), 42 U.S.C. § 12132; and California Government Code  
2 Section 11135, et seq. (“Section 11135”)—by failing to ensure that multifamily  
3 housing funded, developed or significantly assisted by the City or CRA is accessible  
4 and made meaningfully available to people with disabilities. The SAC names the  
5 City as a defendant in its own capacity and in its capacity as the successor housing  
6 agency under the Redevelopment Dissolution Law, following dissolution of the  
7 former Community Redevelopment Agency of the City of Los Angeles, as further  
8 described in the SAC, Paragraph 35 et seq.

9 3. On November 29, 2012, the Hon. S. James Otero denied the City’s and  
10 CRA/LA’s motion to dismiss with respect to Plaintiffs’ claims under Section 504,  
11 the ADA and Section 11135.

12 4. Plaintiffs sought by this Litigation to ensure that multifamily housing  
13 developments in Los Angeles built at least in part with public funds or in connection  
14 with City programs are made accessible and meaningfully available to people with  
15 disabilities. They also sought to ensure that the City and CRA/LA comply with their  
16 own program access and other obligations to people with disabilities with respect to  
17 the operation of multifamily housing programs as they relate to people with  
18 disabilities, in accordance with the requirements of Section 504, the ADA, and  
19 Section 11135.

20 5. The City represents that Exhibit A to this Agreement is a full and  
21 complete listing of (1) all of the Housing Developments that received any Federal  
22 financial assistance from the City since July 11, 1988, plus (2) all of the Housing  
23 Developments that were designed, constructed, altered, operated, administered, or  
24 financed, in whole or in part, in connection with a program administered in whole or  
25 in part by the City since January 26, 1992, with the exception of Housing  
26 Developments listed in Exhibit B to this Agreement. The City further represents that  
27 there are no omissions from the listing other than those Housing Developments  
28 listed in Exhibit B and that the City will promptly advise Plaintiffs and supplement

1 the listing if it learns at any time that any Housing Development that should have  
2 been on the listing was excluded.

3 6. Exhibit B to this Agreement is a list of 22 Housing Developments  
4 that received Federal funds through the City and the CRA since July 11, 1988, and  
5 in which the City and former Community Redevelopment Agency of the City of  
6 Los Angeles entered into Cooperation Agreements or other agreements prior to  
7 June 28, 2011, which explicitly required the former Community Redevelopment  
8 Agency to fulfill outstanding obligations imposed by the U.S. Department of  
9 Housing and Urban Development in connection with the funds, including  
10 compliance with Section 504 of the Rehabilitation Act. The Housing  
11 Developments in Exhibit B are not covered by the accessibility and remediation  
12 provisions at Paragraphs III.10.(a) through III.10.(j) of this Agreement.

13 7. The City denies that it violated Section 504, the ADA, or Section  
14 11135 or that it committed any discrimination. The City enters into this Agreement  
15 for settlement purposes only. The entry of the attached Final Judgment, the terms of  
16 this Agreement, and actions taken pursuant to those documents shall not be  
17 construed as an admission by the City of any fault or wrongdoing, or as an  
18 admission of the validity of any claims made by the Plaintiffs. This Agreement shall  
19 not be treated as an admission of liability or wrongdoing by any party for any  
20 purpose and shall not be used by any party in any future proceeding, in any venue  
21 whatsoever, either within the City or otherwise, on the issue of liability, knowledge,  
22 or past practice and custom.

23 8. During the pendency of the Litigation, Plaintiffs and the City undertook  
24 extensive discovery and engaged in extensive discussions regarding a potential  
25 resolution and settlement of the Plaintiffs' claims in the Litigation, including in  
26 mediation before private mediators. As a result of such discussions, the Parties now  
27 wish to effect a complete resolution and settlement of the claims, disputes, and  
28 controversies relating to the Plaintiffs' allegations in the Litigation, and to resolve

1 their differences by settling such claims, disputes, and controversies under the terms  
2 set forth in this Agreement.

3 9. The Parties intend this Agreement to bind and apply to the City and  
4 Plaintiffs. Entry of Judgment pursuant to this Agreement shall extinguish all  
5 Released Claims (as defined below) and constitute final and complete resolution of  
6 all issues addressed herein.

7 10. The goal of the Agreement is to significantly enhance the accessibility  
8 of multifamily housing in Los Angeles, the availability of fair and accessible  
9 housing for individuals with a variety of disabilities, including mobility, visual and  
10 hearing disabilities, and the accessibility of the City's housing programs.

## 11 **II. DEFINITIONS**

12 1. "Accessible," when used with respect to a Housing Unit or a Housing  
13 Development, means and refers to full compliance with the requirements of the  
14 Accessibility Standards for purposes of Section 504, the ADA, and Section 11135,  
15 as well as adoption of the policies attached hereto as Exhibit C.

16 2. "Accessible Housing Development" means a Housing Development  
17 that is Accessible, including Accessible public and common use areas, as required  
18 by Section 504 and the ADA, as well as the number and type of Accessible  
19 Housing Units that are required to be Accessible by this Agreement.

20 3. "Accessible Housing Units" refers collectively to Housing Units with  
21 Mobility Features and Housing Units with Hearing/Vision Features.

22 4. "Accessibility Laws" means Section 504 of the Rehabilitation Act of  
23 1973, 29 U.S.C. §794 et seq.; the Americans with Disabilities Act, 42 U.S.C. §12131  
24 et seq.; California Government Code Section 11135 et seq.; implementing  
25 regulations and design standards for each of the preceding statutes; and the  
26 California Building Code.  
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1           5. For purposes of this Agreement, “Accessibility Standards” means  
2 only the following compliance standards:

3           a. For Housing Developments constructed or substantially altered before  
4 March 15, 2012, the new construction requirements of 24 C.F.R. pt. 8,  
5 including 24 C.F.R. §§ 8.22 and 8.32 as well as the new construction  
6 requirements of UFAS, or their successor standards;

7           b. For Housing Developments constructed or substantially altered on or  
8 after March 15, 2012:

9                   i. the requirements in 5(a);

10                   ii. the Alternative Accessibility Standard; or

11                   iii. any future accessibility standard and other regulatory  
12 requirements applicable to newly constructed facilities in  
13 federally-assisted programs that may be adopted in a  
14 final rule issued by HUD pursuant to notice and comment  
15 rulemaking under Section 504 so long as such  
16 accessibility standard and regulatory requirements do not  
17 provide for less accessibility for persons with disabilities  
18 than either (i) or (ii).

19           c. For Housing Developments constructed after April 12, 2016:

20                   i. the requirements in 5(b);

21                   ii. the requirements in ANSI A117.1-1986 and the Fair  
22 Housing Accessibility Guidelines, March 6, 1991, in  
23 conjunction with the Supplement to Notice of Fair  
24 Housing Accessibility Guidelines: Questions and  
25 Answers About the Guidelines, June 28, 1994; and

26                   iii. the accessibility provisions of the California Building  
27 Code Chapter 11B, or any future accessibility standard  
28 and other regulatory requirements applicable to newly

1 constructed facilities adopted as part of the California  
2 Building Code.

3 6. “Alternative Accessibility Standard” means and refers to the  
4 alternative accessibility standard for new construction set out in HUD’s notice at  
5 79 Fed. Reg. 29,671 (May 23, 2014), when used in conjunction with the new  
6 construction requirements of 24 C.F.R. pt. 8, 24 C.F.R. § 8.22, and the new  
7 construction requirements of 28 C.F.R. pt. 35, including the 2010 Standards for  
8 Accessible Design as defined in 28 C.F.R. § 35.104 and as applied to public  
9 entities (excluding any elevator exceptions).

10 7. “Assistance Animals” means and refers to animals that work, provide  
11 assistance, or perform tasks for the benefit of a person with a disability as well as  
12 animals that provide emotional support that alleviates one or more identified  
13 symptoms or effects of a person’s disability. Assistance Animals include animals  
14 that are trained and untrained and include dogs and other animals.

15 8. “Auxiliary Aids” means and refers to aids, services, or devices that  
16 enable persons with vision, hearing, manual, or speech impairments to have an equal  
17 opportunity to participate in, or enjoy the benefits of, programs, services, or  
18 activities, including housing and other programs, services, and activities subject to  
19 the requirements of Section 504 of the Rehabilitation Act and/or the Americans with  
20 Disabilities Act. Auxiliary aids include but are not limited to the aids, services, and  
21 devices set out in the definition of auxiliary aids auxiliary aids in 24 C.F.R. § 8.3 and  
22 the definition of auxiliary aids and services in 28 C.F.R. § 35.104. *See also* 42  
23 U.S.C. § 12103(1).

24 9. “Certification of Compliance with Accessibility Standards” means and  
25 refers to a Certification issued by the City, certifying that the Housing Development  
26 and accessible Housing Units meet the Accessibility Standards.  
27  
28

1           10.    “Certification of Adoption of Housing Policies” means and refers to a  
2 Certification issued by the City certifying that the Housing Development has  
3 adopted the Housing Policies.

4           11.    “City” means and refers to the City of Los Angeles, California.

5           12.    “Covered Housing Development” includes all Housing  
6 Developments listed on Exhibit A, and all Housing Developments and Housing  
7 Units that are financially assisted, designed, constructed, altered, operated,  
8 administered, or financed in connection with a program administered by the City  
9 (directly or in its role as the “Housing Successor Agency” pursuant to the  
10 Redevelopment Dissolution Act), or by its Subrecipients, during the Settlement  
11 Term. Housing Developments listed in Exhibit B are covered solely for the  
12 purposes of application of Housing Policies and non-discrimination provisions, as  
13 set out in Paragraphs III.10(k), III.10(m), and III.19.

14           13.    “Effective Date” means and refers to the effective date of this  
15 Agreement, which is the date of the latest signature on this Agreement by any of  
16 the Parties, which the Parties stipulate to be September 5, 2016, the date of the  
17 Mayor’s signature approving the Official Action of the Los Angeles City Council  
18 approving this Settlement Agreement.

19           14.    “HCID” includes the City of Los Angeles’s Housing + Community  
20 Investment Department and any successor department or agency;

21           15.    “Housing Development” or “Development” means and refers to the  
22 whole of one or more residential structures and appurtenant structures, equipment,  
23 roads, walks, and parking lots that (1) received or will receive any Federal financial  
24 assistance from or through the City and/or (2) were or are designed, constructed,  
25 altered, operated, administered, or financed in connection with a program  
26 administered by the City (directly or in its role as the “Housing Successor Agency”  
27 pursuant to the dissolution legislation) or by its Subrecipients.

28           16.    “Housing Policies” means the policies attached as Exhibit C to this

1 Agreement, or any mutually agreed upon subsequent policies.

2 17. “Housing Unit” or “Unit” means and refers to a single unit of residence  
3 that provides spaces for living, bathing, and sleeping, provided such definition shall  
4 not be construed to exclude Single Room Occupancy Units. A Housing Unit or Unit  
5 is the same as a dwelling unit.

6 18. “Housing Unit with Hearing/Vision Features” means and refers to a  
7 Housing Unit that complies with 24 C.F.R. § 8.22 and all applicable provisions of  
8 UFAS or the comparable provisions of the Alternative Accessibility Standard, and  
9 shall include but not be limited to section 809.5 of the 2010 Standards for Accessible  
10 Design. Hearing/Vision Features include but are not limited to visual alarms (UFAS  
11 §§ 4.34.10, 4.28.3), auxiliary alarms (UFAS §§ 4.34.10, 4.28.4), telephone volume  
12 controls and hearing aid compatibility (UFAS § 4.31.5), protections against  
13 protruding objects (UFAS § 4.4), stairway requirements (UFAS §§ 4.9, 4.26.4),  
14 protections against exposed pipes and surfaces (UFAS §§ 4.19.4, 4.24.6,  
15 4.34.6.5(8)), audible alarms (UFAS § 4.28.2), signage (UFAS § 4.30), push button  
16 controls for telephones (UFAS § 4.31.6), consumer information (UFAS § 4.34.4),  
17 and range, cooktop, and oven controls (UFAS §§ 4.34.6.6, 4.34.6.7).

18 19. “Housing Unit with Mobility Features” means and refers to a Housing  
19 Unit that is located on an accessible route and complies with the requirements of 24  
20 C.F.R. § 8.22 and all applicable provisions of UFAS or the comparable provisions of  
21 the Alternative Accessibility Standard including but not limited to sections 809.2  
22 through 809.4 of the 2010 Standards for Accessible Design. A Housing Unit with  
23 Mobility Features can be approached, entered, and used by persons with mobility  
24 disabilities, including individuals who use wheelchairs.

25 20. “Judgment” means a judgment entered by the District Court in this  
26 Litigation, substantially in the form attached to this Agreement as Exhibit D that,  
27 among other things, fully approves and incorporates the terms of this Agreement and  
28 retains the District Court's jurisdiction to enforce the Agreement throughout the



1 Settlement Term.

2 21. “Owner” means and refers to an owner of a Housing Development and  
3 such owner’s successors and assigns that (1) has received, receives, or will receive  
4 any Federal financial assistance from the City since July 11, 1988, and/or (2) was, is,  
5 or will be the Owner of a Housing Development designed, constructed, altered,  
6 operated, administered, or financed, in whole or in part, in connection with a  
7 program administered in whole or in part by the City since January 26, 1992. An  
8 Owner may also be a Subrecipient.

9 22. “Person with a Disability” means and refers to a person who has a  
10 physical or mental impairment that substantially limits one or more major life  
11 activities such as caring for oneself, manual tasks, walking, seeing, hearing,  
12 speaking, breathing, or learning; has a record of such impairment; or is regarded as  
13 having such an impairment. *See* 24 C.F.R. § 8.3, as modified by the ADA  
14 Amendments Act of 2008, Pub. L. 110-325, §7(2), 122 Stat. 3558 (September 25,  
15 2008), amending 29 U.S.C. §705(20). This definition includes people with  
16 disabilities as defined in Cal. Gov. Code Sec. 12926 to the extent that provision is  
17 more inclusive than federal law.

18 23. “Program Access” means applicable Accessibility Laws directing a  
19 public entity to operate each service, program, or activity so that the service,  
20 program, or activity, when viewed in its entirety, is readily accessible to and usable  
21 by Persons with Disabilities.

22 24. “Property Management Agent” means and refers to a person or entity  
23 that manages one or more of the Housing Developments Covered by this Agreement  
24 on behalf of an Owner.

25 25. “Reasonable Accommodation” means a change in rules, policies,  
26 practices, or procedures that is necessary, pursuant to the Fair Housing Act, to  
27 provide a person with a disability an equal opportunity to use and enjoy a Housing  
28 Unit.

1           26.    “Reasonable Modification” means a change in rules, policies,  
2 practices, or procedures that is necessary, pursuant to Section 504 or the ADA, to  
3 provide a person with a disability an equal opportunity to use and enjoy a Housing  
4 Unit. Pursuant to the Fair Housing Act, “Reasonable Modification” means any  
5 reasonable physical or structural change to a Housing Unit or a public or common  
6 use area.

7           27.    “Registry” refers to the Internet-based Accessible Housing Registry  
8 described in Paragraph III.10.(m), below.

9           28.    “Settlement Coordinator” or “Section 504/ADA Coordinator for  
10 Accessible Housing” means the individual designated by the City pursuant to and in  
11 accordance with Paragraph III.14, below.

12           29.    “Settlement Term” means the period of time commencing with the  
13 Effective Date and extending for ten (10) years after the District Court’s entry of  
14 Judgment, or until the Target Number of Accessible Units is achieved, whichever  
15 occurs later.

16           30.    “Subrecipient” means and refers to any public or private agency,  
17 institution, organization, or other entity or person to which Federal financial  
18 assistance or financial assistance from or through the City is extended. A  
19 Subrecipient also means a non-Federal entity that receives a sub-award from a pass-  
20 through entity to carry out part of a Federal program; but does not include an  
21 individual that is a beneficiary of such program. A Subrecipient may also be a  
22 recipient of other Federal awards directly from a Federal awarding agency. 24  
23 C.F.R. §200.93. A Subrecipient may also be an Owner.

24           31.    “Substantial Rehabilitation” has the same meaning as in 24 C.F.R.  
25 § 8.23.

26           32.    “Target Number of Accessible Units” means the number of apartment  
27 units the City must cause to be Accessible pursuant to this Agreement to meet its  
28 obligations under this Agreement within ten (10) years of the Effective Date. The

1 Parties have agreed that the Target Number of Accessible Units is Four Thousand  
2 (4,000).

3 33. “Uniform Federal Accessibility Standards” or “UFAS” means and  
4 refers to a set of scoping requirements and standards for the design and construction  
5 of buildings and facilities to ensure that they are readily accessible to and usable by  
6 persons with disabilities. *See* Appendix A to 24 C.F.R. subpart 40 for residential  
7 structures and Appendix A to 41 C.F.R. subpart 101-19.6 for general-type. Pursuant  
8 to 24 C.F.R. § 8.32(a), effective July 11, 1988, the design, construction, or alteration  
9 of buildings in conformance with sections 3-8 of UFAS shall be deemed to comply,  
10 *inter alia*, with the requirements of 24 C.F.R. § 8.22.

### 11 12 **III. SCOPE AND TERMS OF THE AGREEMENT**

13 NOW, THEREFORE, for good and valuable consideration, the sufficiency and  
14 receipt of which is hereby acknowledged, the Parties stipulate, and intend that the  
15 District Court will make the following findings as part of the Final Judgment:

16 1. **Recitals.** The recitals set forth above are incorporated by reference in  
17 this Section and made a part of this Agreement.

18 2. **Jurisdiction.** The Court has personal jurisdiction over Plaintiffs and  
19 the City for purposes of this Action and jurisdiction over this Action pursuant to 28  
20 U.S.C. §§ 1331 and 1367, and 28 U.S.C. §§ 2201 and 2202. Relief may be granted  
21 pursuant to 29 U.S.C. § 794a and 42 U.S.C. § 12132 et seq. Venue is proper in this  
22 District.

23 3. **Binding Effect.** The provisions of this Agreement shall be binding  
24 upon the Parties, and shall become effective on the Effective Date.

25 4. **Purpose of Settlement.** To avoid the cost, expense, and uncertainty of  
26 protracted litigation, the City and Plaintiffs enter into this Agreement, which shall be  
27 binding upon the City and Plaintiffs and extinguish all Released Claims and shall  
28 constitute the final and complete resolution of all issues addressed herein. Pursuant

1 to the terms of this Agreement, the City will undertake the actions described below  
2 for the purpose of ensuring that City-assisted housing programs, services, and  
3 activities are in compliance with the accessibility requirements of Section 504, the  
4 ADA, and Section 11135.

5       **5. Approval by the District Court.** The Parties intend that this  
6 Agreement be approved by the District Court, and that the District Court retain  
7 jurisdiction for the Term of this Agreement to resolve any dispute regarding  
8 compliance with the Agreement that cannot be resolved through the process  
9 described in Section VII, below. Furthermore, upon such approval, the District  
10 Court shall enter the Judgment under Rule 54(b) of the Federal Rules of Civil  
11 Procedure (substantially in the form attached to this Agreement as Exhibit D.)

12       **6. Term of Agreement.** The District Court shall have continuing  
13 jurisdiction over this Agreement throughout the Settlement Term. This Agreement  
14 shall expire ten (10) years after entry of Judgment by the District Court, or when the  
15 Target Number of Accessible Units is achieved, whichever is later. Nothing in this  
16 Paragraph shall bar any Party from moving for an extension of the Agreement to  
17 enforce any obligations herein.

18       **7. City's Commitment to Provide Affordable, Accessible Housing.**  
19 The City shall take the actions set forth in this Agreement to provide accessibility for  
20 persons with disabilities in its housing-related programs. Among other things, the  
21 City shall ensure over the Settlement Term the production of the Target Number of  
22 Accessible Units by means of inspecting Existing Housing Developments to  
23 determine compliance with this Agreement, causing, to the extent possible,  
24 Subrecipients and Owners to carry out construction to remedy non-compliance with  
25 requirements set out in this Agreement, and taking all other actions necessary to  
26 provide for Four Thousand (4,000) Accessible Housing Units in Accessible Housing  
27 Developments as required by this Agreement by no later than ten years after the  
28 Effective Date. The failure of the City to secure the cooperation of any Subrecipient

1 or Owner with efforts to remedy non-compliance with requirements set out in this  
2 Agreement shall not excuse the City's obligation to achieve the Target Number of  
3 Accessible Units. To accomplish the activities in this Agreement, the City shall  
4 carry out a program with a value that averages a minimum of \$20 million per year  
5 over the Settlement Term, which amount may be adjusted by mutual agreement of  
6 the Parties upon completion of the Target Number of Accessible Units. Completion  
7 of the Target Number of Accessible Units shall not relieve the City of the obligation  
8 to comply with other provisions of the Agreement. The City shall also take the  
9 actions set forth in this Agreement and such other actions as may be necessary to  
10 ensure that the City, Subrecipients, and Owners comply with the obligation to  
11 operate housing programs and Housing Developments in accordance with Federal  
12 and California law and comply with the other obligations set forth in this  
13 Agreement.

14 8. **City's Compliance.** The City shall comply with the requirements of  
15 Section 504, the ADA, Section 11135, and other applicable nondiscrimination laws  
16 with respect to all aspects of its own housing-related programs, services, and  
17 activities, including administration and financing.

18 9. **Reporting of Activities to Ensure Compliance.** Pursuant to its  
19 reporting obligations set out in Paragraph III.11, below, and elsewhere in this  
20 Agreement, the City shall report on the actions it takes to ensure its own compliance  
21 and to require and ensure its Subrecipients' and Owners' compliance with Section  
22 504, the ADA, Section 11135, and the terms of this Agreement.

23 10. **Specific Commitments to Achieving Accessibility.** This Agreement  
24 provides for the following:

- 25 (a) **Architectural Accessibility.** The City shall cause Four Thousand  
26 (4,000) Housing Units ("Target Number of Accessible Units") to  
27 come into compliance with the architectural accessibility standards  
28 under Section 504, the ADA, and Section 11135 within ten (10) years

1 of the Effective Date. At least Two Thousand Six Hundred and Fifty-  
2 Five (2,655) of such units must be Housing Units with Mobility  
3 Features. In order to count a Housing Unit toward the Target Number  
4 of Accessible Units, the City must provide a Certification of  
5 Compliance with Accessibility Standards to the Monitor that the  
6 Housing Unit and the Housing Development meet the requirements of  
7 Accessibility Standards.

8 (b) **Accessible Housing Unit Plan.** Annual production schedules will be  
9 established pursuant to an Accessible Housing Unit Plan (“Plan”),  
10 recommending locations of accessible housing units, which will be  
11 agreed to by the Parties within twelve (12) months of the Effective Date.

12 i. The Plan shall be developed by one or more experts, agreed  
13 to by the Parties and compensated by the City, in an amount not to  
14 exceed Six Hundred Thousand Dollars (\$600,000), who will conduct  
15 accessibility surveys and otherwise advise the Parties on compliance  
16 with federal and state accessibility requirements, as set forth in  
17 Paragraph III.10(d), below. The Plan shall provide for geographic  
18 distribution of accessible units throughout Los Angeles, and in a range  
19 of unit sizes, and shall maximize affordability and access to public  
20 transportation and other amenities. Consistent with federal relocation  
21 and Reasonable Accommodation and Reasonable Modification  
22 requirements, the Plan shall provide that the City, when appropriate,  
23 temporarily relocate, or require Owners to temporarily relocate, existing  
24 tenants occupying units to be retrofitted, at Owner or City expense, and  
25 shall address potential temporary displacements of tenants. The Parties  
26 agree that Plaintiffs shall be consulted in the event that changes must be  
27 made to the Accessible Housing Unit Plan.  
28

1 (c) **Qualifications of Experts:** Each expert hired by the City to implement  
2 Paragraph III.10(b), above, shall: (1) be an architect; (2) have substantial  
3 experience in evaluating or assisting public entities in evaluating the  
4 accessibility of facilities under Section 504, the ADA, and California  
5 Building Code; (3) be knowledgeable in current federal and California  
6 accessibility standards; (4) have a minimum of three (3) years'  
7 experience in providing Section 504 and/or ADA services related to  
8 accessible facilities; and (5) be CASp certified.

9 (d) **Development of Accessible Housing Unit Plan:** The experts identified  
10 in Paragraph III.10(c), above, shall assist the City in the following:

11 i. Identifying which existing Housing Developments are in  
12 compliance or not in compliance with the Accessibility Standards. To  
13 this end, the City shall provide to the experts those accessibility survey  
14 reports and related documentation previously prepared by the City's  
15 accessibility consultants and other consultants for the Parties. The  
16 experts' review of survey reports prepared by the City's accessibility  
17 consultant may include on-site reviews to determine the accuracy and  
18 sufficiency of the survey reports. If the experts determine that existing  
19 survey reports are accurate and provide all of the information required to  
20 ensure compliance with the Accessibility Standards, the accessibility  
21 reports may be used for purposes of assessing the relevant Housing  
22 Development's compliance with the Accessibility Standards. The  
23 experts may also rely on other accessibility surveys of any Housing  
24 Developments covered by this Agreement that they deem to be reliable.  
25 The City shall take steps to ensure that persons working on behalf of the  
26 City shall not waive, ignore, or otherwise fail to identify noncompliance  
27 with Accessibility Standards in Housing Developments.  
28

1           ii. Utilizing the information gathered to develop the  
2 Accessible Housing Unit Plan.

3           iii. Assisting the City in developing protocols, assessment  
4 tools, checklists, and standards for ensuring accessibility and for  
5 issuance of Certifications of Compliance with Accessibility Standards.

6           iv. Assisting the City to develop internal capacity, including  
7 the capacity of designated staff in HCID, the City Department on  
8 Disability, and the City Department of Building and Safety to ensure  
9 compliance by Subrecipients and Owners with applicable accessibility  
10 requirements, including the Accessibility Standards.

11           v. Developing a quality assurance program that ensures the  
12 quality and consistency of work performed by City staff and agents  
13 pursuant to this Agreement, advising the City of issues identified  
14 through the quality assurance program, and making recommendations  
15 about how to address such performance problems (*e.g.*, additional  
16 training, extra oversight, limiting functions performed).

17           vi. Providing training to the City staff and agents who will  
18 implement the accessibility provisions of this Agreement, including  
19 training for designated staff for HCID, the City Department on  
20 Disability, and the City Department of Building and Safety regarding the  
21 interpretation and application of the Accessibility Standards, conducting  
22 and documenting on-site accessibility surveys, and such other issues as  
23 the experts deem prudent and appropriate.

24 (e) **Flexibility in Meeting Target Number of Accessible Units.** Subject to  
25 the requirements of the Plan and Section 504, the City shall have  
26 flexibility to meet its annual and overall production schedules through a  
27 combination of new construction, substantial alteration, remediation of  
28 existing housing units, provision of Housing Units under the Enhanced



1           Sensory Unit Program, or certification that existing Housing Units meet  
2           federal and California accessibility standards.

3           (f) **Accessibility of Future Housing Developments.** The City shall ensure  
4           that Housing Developments that are newly constructed or substantially  
5           altered after April 12, 2016, are designed, constructed, and maintained in  
6           full compliance with the Accessibility Standards in this Agreement  
7           through specialized review of plans and specifications and on-site  
8           compliance inspections throughout the design and construction process.  
9           With respect to any future new construction or future substantial  
10          alterations, the City shall require developers to construct at least 10% of  
11          units to comply with UFAS requirements for mobility accessibility and  
12          an additional 4% of units to comply with UFAS requirements for  
13          sensory accessibility, and to ensure that they are affordable for  
14          households with incomes at 30%, 50%, and 80% of area median income.  
15          The Parties agree that the City may count toward the Target Number of  
16          Accessible Units up to a total of 20% of Housing Units in a single  
17          Housing Development that meet UFAS requirements, provided that no  
18          more than 5% of such units be designated for sensory accessibility.

19          (g) **Accessibility in Existing Buildings to be Remediated.** For purposes of  
20          meeting the Target Number of Accessible Units, the City may count a  
21          remediated unit to the extent the unit and the project's common areas  
22          meet the Accessibility Standards, and the unit and common areas are  
23          located on accessible routes.

24          (h) **Credit for Early Performance.** The Parties agree that any units made  
25          accessible pursuant to the terms of this Agreement after April 12, 2016,  
26          and before the entry of Judgment by the District Court shall count  
27          towards the City's Target Number of Accessible Units.  
28

1 (i) **Enhanced Sensory Unit Program.** The City will establish a program  
2 to provide auxiliary aids and services and enhanced accessibility features  
3 for individuals with hearing and vision disabilities who reside in existing  
4 Housing Developments. The program will provide assistance to make  
5 additional structural features and assistive technology available that  
6 assure that people with sensory disabilities have equal access to City-  
7 assisted housing opportunities. These Housing Units must, at a  
8 minimum, meet UFAS standards for Housing Units with Hearing/Vision  
9 features. The City may count no more than 200 such units during the  
10 Settlement Term toward the Target Number of Accessible Units.

11 (j) **Ensuring Program Accessibility.** The City shall adopt policies,  
12 procedures, and training to ensure that its affordable housing program  
13 complies with the program accessibility requirements of Section 504, the  
14 ADA, and Section 11135 and promotes maximum utilization of  
15 accessible units by people with disabilities needing the accessibility  
16 features, including provisions regarding Reasonable Accommodations,  
17 Reasonable Modifications, Effective Communication, Auxiliary Aids  
18 and Services, and Assistance Animals.

19 i. Within 180 days of the Effective Date, and in consultation  
20 with the Plaintiffs, the City will conduct a self-evaluation pursuant to  
21 Section 504 and the ADA, of the Housing + Community Investment  
22 Department and the Department of Building and Safety, and develop a  
23 transition plan to address accessibility deficiencies identified in the self-  
24 evaluation.

25 ii. Within 180 days of the Effective Date, and in consultation  
26 with the Plaintiffs, HCID will revise its effective communication policy  
27 to ensure that it complies with the requirements of Section 504, the  
28 ADA, and Section 11135.

1 (k) **Management Policies to Ensure Accessibility.** To ensure maximum  
2 utilization of accessible units by people with disabilities needing the  
3 accessibility features, the City shall, within 180 days of the Effective  
4 Date, require all owners and managers of City-assisted housing to adopt  
5 the uniform marketing and leasing policies that are attached hereto as  
6 Exhibit C, and incorporated by reference into this Settlement Agreement.  
7 These policies are the product of collaboration between the City and  
8 Plaintiffs, and the Parties are of the opinion that they comply with  
9 Section 504, the ADA, and Section 11135. These policies provide for  
10 affirmative marketing directed at people with disabilities, uniform  
11 application, waiting list, and tenant selection practices (including unit  
12 assignment and transfer standards), effective communication with people  
13 with disabilities, assistance and support animals, the provision of  
14 reasonable modifications and reasonable accommodations, and grievance  
15 procedures. The City shall enforce those policies: (1) with respect to  
16 newly constructed or substantially altered buildings, from the time of  
17 construction or alteration through the end of the Settlement Term, and (2)  
18 with respect to existing buildings, from the date the uniform marketing  
19 and leasing policies are implemented through the end of the Settlement  
20 Term. Thereafter, while the City may exercise continuing authority to  
21 impose such policies on buildings with remaining affordability  
22 covenants, the City's obligation to enforce such policies cannot be  
23 compelled through this Settlement Agreement. .

24 (l) **Ensuring Compliance with Management Policies.**

25 i. The City shall monitor its Subrecipients and Owners  
26 and require that its Subrecipients and Owners comply with the  
27 applicable requirements of Section 504 and applicable HUD  
28 regulations, the ADA and applicable HUD regulations, California

1 Accessibility Standards, and this Agreement in designing,  
2 constructing, altering, operating, administering, and financing  
3 housing. Failure or refusal of a Subrecipient or Owner to comply with  
4 the Accessibility Standards and applicable provisions of this  
5 Agreement may result in progressive steps by the City to compel  
6 compliance such as declaring an event of default under active loan  
7 agreements, suing for breach of loan or covenant agreements with  
8 demand for specific performance and damages, negative evaluations  
9 and reduction in rating factor points for future project consideration  
10 through existing contractor evaluation and contractor responsibility  
11 ordinances, or debarment proceedings or the filing of a complaint or  
12 referral to HUD for further enforcement actions.

13 ii. Within 180 days of the Effective Date, the City shall, in  
14 consultation with Plaintiffs, develop and begin to carry out a  
15 monitoring, compliance, and enforcement plan to ensure that Owners  
16 and Property Management Agents of Covered Housing Developments  
17 comply with management policies to ensure accessibility. That plan  
18 will include a Unit Utilization Plan based on unit utilization surveys  
19 and audits of occupancy, waiting lists, and transfer lists to assess the  
20 extent to which people with disabilities occupy accessible units or  
21 need or have requested accessible units; and that describes the steps  
22 the City will take to maximize appropriate utilization. It will also  
23 require Owners and Project Management Agents to adopt corrective  
24 action plans to maximize the occupancy of accessible units by  
25 families that need accessibility features.

26 A. Occupancy utilization surveys and audits shall identify, by  
27 unit number, bedroom size, and accessibility type: a)  
28 accessible units that are not occupied by a Person with a

1 Disability needing the accessibility features, and whether  
2 those households have executed the required lease  
3 addendum, and b) vacant accessible units.

4 B. Transfer audits shall identify, by address, name, and desired  
5 unit type and bedroom size, and requested accessibility  
6 features, existing residents of Covered Housing  
7 Developments to determine if any Persons with a Disability  
8 desire or have previously requested a unit with accessibility  
9 features, if they are on a transfer list for such a unit, and  
10 what steps are being taken to meet their accessibility needs.

11 C. Waiting list audits shall examine waiting lists for Covered  
12 Housing Developments and, subject to a protective order to  
13 be negotiated by the parties or secured through an  
14 appropriate petition to the Court, identify by name and  
15 application date any individuals on the list who are Persons  
16 with Disabilities who desire a Housing Unit with  
17 accessibility features, the nature of the features needed, and  
18 the bedroom size, and what steps are being taken to meet  
19 their accessibility needs.

20 iii. The City shall issue a Certification of Adoption of  
21 Housing Policies when it reasonably confirms that the Owner or  
22 Property Management Agent of a Covered Housing Development has  
23 adopted the Housing Policies for that Housing Development and  
24 notified the tenants of the adoption.

25 (m) **Internet-based Accessible Housing Registry (“Registry”)**. Within  
26 360 days from the Effective Date, the City will, with input from the  
27 Plaintiffs as to content, features, usability, and accessibility, develop an  
28 accessible website listing all Housing Units in Covered Housing

1 Developments, including real-time availability of accessible units, lists  
2 of accessible features, numbers of bedrooms, rent information, and  
3 contact information for each housing development. The website shall  
4 meet version 2.0 Levels AA of the “Web Content Accessibility  
5 Guidelines” published by the Web Accessibility Initiative (WAI) of the  
6 World Wide Web Consortium (W3C), or any subsequent version(s) that  
7 are published during the Settlement Term. Documents posted on the  
8 Registry should conform to the W3C’s Guidance on Applying WCAG  
9 2.0 to Non-Web Information and Communications Technologies  
10 (WCAG2ICT) and be in formats that can be recognized and read by  
11 software commonly used by individuals who are blind or have low  
12 vision to read digital information.

13 i. The City shall maintain the Registry for the entire  
14 Settlement Term, and information shall be kept current. The City  
15 shall develop a mechanism for providing information and options  
16 equivalent to those on the Registry for Persons with Disabilities who  
17 do not have internet access or whose disabilities limit their ability to  
18 communicate electronically, including making information available  
19 in map format, written format and alternative formats through the  
20 Settlement Coordinator or designee.

21 ii. The purposes of the Registry include: 1) allowing  
22 Persons with Disabilities to obtain detailed current information about  
23 accessible Housing Units and Housing Developments; 2) allowing  
24 People with Disabilities to use the Registry to sign up to be notified  
25 about accessible housing units that are available for rent, make  
26 application for such units, and be placed on waiting lists for such  
27 units; 3) ensuring that accessible Housing Units are occupied by  
28 people who need the accessible features; and 4) assisting Owners and

1 Property Management Agents in conducting targeted outreach to  
2 People with Disabilities. The City will require Owners and Property  
3 Management Agents in Covered Housing Developments to post  
4 information about the Developments on the Registry and to use the  
5 applicant information provided through the Registry in conducting  
6 outreach and leasing accessible housing. The City shall also post and  
7 maintain in an easily locatable place and accessible format (*i.e.*,  
8 HTML or Word – not PDF) on its main website a list of all Covered  
9 Housing Developments, which shall be maintained throughout the  
10 Term of the Agreement and updated on a quarterly basis, as needed.

11 (n) **Training and Education**. The City will develop and implement a  
12 curriculum to train City housing staff and owners and property managers  
13 of Covered Housing Developments about disability rights obligations in  
14 assisted housing under Section 504, the ADA, and the Fair Housing Act.  
15 The curriculum will also address implementation of the terms of the  
16 Agreement. Trainings will be provided on a regular basis to new City  
17 staff and new property managers of assisted housing and current staff  
18 and employees will be required to attend refresher classes. The Parties  
19 agree that Plaintiffs shall be consulted in the development of the training  
20 curriculum and materials within a reasonable time prior to any such  
21 training, and shall be invited to attend such training, either as  
22 participants or as presenters.

23 (o) **Provision of Funding**. The City shall provide an average of \$20 million  
24 per year during the Settlement Term, which it estimates as the funding  
25 required to perform its obligations under the Agreement in accordance  
26 with the timeframes set out therein.

1 (p) **Flexibility in Use of Funding.** The City shall have discretion to use  
2 funds budgeted for the Agreement for the following purposes:

3 i. Leveraging additional development funds to support new  
4 construction of affordable rental housing.

5 ii. Assisting owners of Covered Housing Developments to  
6 achieve compliance with accessibility requirements of Section 504, the  
7 ADA, and Section 11135.

8 iii. Assisting with structural modifications to dwelling units in  
9 Covered Housing Developments at the request of individual tenants or  
10 applicants.

11 iv. Oversight and enforcement of architectural accessibility  
12 requirements and management policies in Covered Housing  
13 Developments.

14 v. Development of the Internet-based Accessible Housing  
15 Registry.

16 vi. Development and implementation of training and education  
17 programs.

18 vii. Record keeping and reporting.

19 viii. Hiring of experts and consultants to assist the City in  
20 carrying out its obligations under the Agreement.

21 11. **Reporting Requirements.** The Settlement Coordinator shall prepare a  
22 semi-annual report for the six-month periods January 1 – June 30 and July 1 –  
23 December 31 of each year, containing qualitative and quantitative data detailing the  
24 activities carried out under this Agreement for the preceding reporting period  
25 pursuant to Paragraphs III.12-13, below, to be provided to Plaintiffs’ Counsel and  
26 the Monitor on or before September 30 for the period of January 1 – June 30 and  
27 March 31 for the period of July 1 – December 31 of each year beginning March 31,  
28 2017.



1           12.    **Report Contents.** Reports referenced in Paragraph III.11, above, shall  
2 include, at a minimum, a detailed description of the following:

- 3           (a)    Compliance efforts which have been made since the last report with  
4                respect to each of the substantive terms of this Agreement, and the  
5                actions taken to ensure the City's own compliance and to require and  
6                ensure its Subrecipients' and Owners' compliance with Section 504, the  
7                ADA, Section 11135, and the terms of this Agreement.
- 8           (b)    Quarterly, annual, and overall progress in achieving the Target Number  
9                of Accessible Units and annual production schedules under the  
10               Accessible Housing Unit Plan, including information regarding  
11               geographic distribution of accessible units in a range of unit sizes;  
12               affordability and access to public transportation and other amenities; and  
13               the provision of temporary replacement housing for tenants displaced by  
14               remediation efforts, sufficient to evaluate compliance with the  
15               requirements of this Agreement and the Accessible Housing Plan in  
16               those areas.
- 17           (c)    Progress in completing unit utilization surveys, and audits of occupancy,  
18               waiting lists, and transfer lists, and progress on implementing corrective  
19               action plans to maximize occupancy of accessible units by Persons with  
20               Disabilities that need the accessibility feature.
- 21           (d)    Progress in ensuring that Housing Developments adopt the Housing  
22               Policies, and of monitoring and enforcement efforts to ensure  
23               compliance with the Housing Policies.
- 24           (e)    Progress in implementing disability rights training and education for  
25               City housing staff and for owners and property managers of City-  
26               assisted buildings.
- 27           (f)    Progress in the development and maintenance of the Internet-based  
28               Accessible Housing Registry and its use by Housing Developments and

1 housing applicants.

2 (g) Compliance efforts which the City intends to take during the next  
3 reporting period.

4 (h) The Report shall also include:

5 i. A list by address and unit number of all Housing  
6 Developments and Housing Units which have received Certifications  
7 of Compliance with Accessibility Standards and Certifications of  
8 Adoption of Housing Policies since the last report.

9 ii. Specific quantitative data as identified in Paragraph  
10 III.13, below.

11 iii. A list of the grievances or complaints that were received  
12 by the City through the Grievance Procedure (including copies of any  
13 written grievances or complaints) since the last report and the actions  
14 taken in response, redacting any private, personal information  
15 concerning residents of, or applicants for, Housing Units. The City  
16 shall make clear in the Report when any such information is redacted.  
17 To the extent Plaintiffs' Counsel or the Monitor reasonably determine  
18 after consultation with the City that such private information must be  
19 reviewed in unredacted form in order to analyze the Report or assess  
20 compliance with this Agreement, Plaintiffs' Counsel and the Monitor  
21 may request that disclosure of such information be made pursuant to a  
22 protective order, and the City shall provide such information pursuant  
23 to a protective order to be negotiated by the Monitor and the parties or  
24 secured through an appropriate petition to the Court.

25 iv. The amount and sources of City funds expended since the  
26 last report.

1           13.    **Quantitative Data.** Quantitative data referenced in Paragraph  
2 III.12(h)ii, above, shall include the number of properties inspected; numbers/types of  
3 units under construction; number/types of Accessible Units completed; number of  
4 Housing Developments in/out of compliance with policy obligations; number/types  
5 of Accessible Units occupied by persons with disabilities who need the accessibility  
6 features; number/types of Accessible Units occupied by persons who do not need the  
7 accessibility features; number of persons with disabilities on waitlists and transfer  
8 lists for Housing Developments; number of Developments in compliance with  
9 Registry posting requirements; number of Housing Developments listed on the web-  
10 based registry; number of persons with disabilities on the web-based registry;  
11 number of requests for reasonable accommodations and reasonable modifications  
12 granted or denied; number of grievances filed with Owners and their resolution;  
13 number of grievances filed with the City and their resolution; and other data that the  
14 City deems relevant. The report shall be submitted to the Monitor pursuant to  
15 Paragraph III.11, above.

16           14.    **Appointment of Settlement Coordinator (“Settlement Coordinator”**  
17 **or “Coordinator”**). Within 90 days of the Effective Date, the City shall hire a  
18 Settlement Coordinator and provide the individual’s name and contact information  
19 to Plaintiffs’ Counsel and the Monitor. The Settlement Coordinator will coordinate  
20 effective implementation of this Agreement, shall be retained throughout the term of  
21 this Agreement, and shall be directed and compensated by the City. The Settlement  
22 Coordinator will report directly to the General Manager of HCID concerning matters  
23 relating to this Agreement. The City shall commit sufficient resources, authority,  
24 and independence so that the Settlement Coordinator can successfully accomplish  
25 his or her responsibilities under this Agreement.

26           15.    **ADA Coordinator.** The Settlement Coordinator position is in addition  
27 to, not a replacement for, the City’s current Section 504/ADA Coordinator, who  
28 generally performs the functions set out in 24 C.F.R. § 8.53(a) and 28 C.F.R.

1 § 35.107 for the City. The Settlement Coordinator and the Section 504/ADA  
2 Coordinator shall coordinate as appropriate.

3 16. **Qualifications of Settlement Coordinator.** The initial Settlement  
4 Coordinator, and any Settlement Coordinator subsequently hired shall: (a) have  
5 substantial experience in evaluating or assisting public entities in evaluating the  
6 accessibility of facilities under Section 504 and the ADA; (b) be knowledgeable in  
7 current federal and California accessibility standards; and (c) have experience in  
8 coordinating and implementing complex projects. It is highly desirable for the  
9 Settlement Coordinator to also have a minimum of three (3) years' experience in  
10 providing Section 504 and/or ADA services related to accessible facilities and be  
11 licensed either as an architect or as a registered civil engineer.

12 17. **Responsibilities and Authority of the Settlement Coordinator.**

13 (a) At all times during the term of the Agreement, the Settlement  
14 Coordinator shall have responsibility and authority to:

15 i. Receive and respond to reasonable inquiries and  
16 complaints from Plaintiffs and others concerning accessibility barriers  
17 affecting Housing Developments, the Registry, and the City's  
18 Housing Programs.

19 ii. Recommend the adoption or modification of the City's  
20 policies and procedures concerning accessibility barriers affecting  
21 Housing Units and Housing Developments.

22 iii. Ensure the City's adoption of written policies and  
23 procedures concerning the maintenance of accessible features in  
24 Housing Units and Housing Developments.

25 iv. Coordinate all compliance activities under this  
26 Agreement, including:

27 A. Implementation of the provisions of this Agreement.

28 B. Coordination of the activities of City personnel who

1 will implement this Agreement.

2 v. Issue, or oversee the issuance of, Certifications of  
3 Compliance with Accessibility Standards for Housing Units and  
4 Housing Developments pursuant to Paragraph III.10(a), and  
5 Certifications of Adoption of Housing Policies pursuant to Paragraph  
6 III.10(l)iii.

7 vi. Review, contribute to, and timely submit all reports  
8 required by this Agreement, as well as any underlying documentation.

9 vii. Consult, as the Settlement Coordinator deems  
10 appropriate, with City personnel, contractors, or representatives to  
11 obtain information concerning the City's compliance with the terms of  
12 this Agreement.

13 viii. Provide or oversee training identified in Paragraph  
14 III.10(d).

15 ix. Oversee the development and implementation of the  
16 Registry identified in Paragraph III.10(m) - the Registry shall be made  
17 available to the parties and the Civil Rights Monitor (i) in electronic  
18 form and (ii) in written form through the office of the Settlement  
19 Coordinator.

20 x. Oversee the development and implementation of  
21 assistance in financing remediation, as set out in Paragraphs III.10(a),  
22 (b).

23 xi. Conduct or oversee field spot checks of Covered Housing  
24 Developments to confirm compliance with the physical accessibility  
25 and policy provisions of this Agreement.

26 xii. Adopt and carry out procedures under which the  
27 Settlement Coordinator will accept, review, and resolve grievances or  
28 complaints arising under this Agreement, including through the

1 grievance procedure set out in Paragraph III.19, below, from  
2 Plaintiffs, the disability community, residents in and applicants for  
3 tenancy at the Housing Developments Covered by this Agreement,  
4 and other organizations that advocate for persons with disabilities.

5 xiii. Receive and respond to inquiries regarding the  
6 implementation of this Agreement by the City, Subrecipients, Owners,  
7 and Property Management Agents.

8 xiv. Recommend, subject to consultation with the Plaintiffs,  
9 the adoption or modification of the City's Housing Policies.

10 xv. Oversee the performance of the City, Subrecipients,  
11 Owners, and Property Management Agents regarding the accessibility  
12 of Housing Units and Housing Developments and the Housing Policy  
13 provisions of this Agreement to ensure that they do not waive, ignore,  
14 or otherwise fail to identify and address noncompliance with Federal  
15 fair housing and civil rights requirements or any requirements of this  
16 Settlement.

17 xvi. Ensure the City's adoption of and compliance with  
18 written policies and procedures contemplated by this Agreement.

19 xvii. Respond to Plaintiffs' or Plaintiffs' Counsel's requests  
20 for information and documents relating to any provisions of this  
21 Agreement.

22 (b) The Settlement Coordinator may utilize staff and designees to carry  
23 out activities and obligations of the Settlement Coordinator, but the  
24 City shall require the Settlement Coordinator to retain the  
25 responsibility and the authority for performing Settlement Coordinator  
26 functions.

1           18.    **Settlement Coordinator Responsibilities for Registry.** As part of  
2 developing the Accessible Housing Unit Plan, the Settlement Coordinator shall  
3 oversee the creation of a database to include the following information:

- 4           (a)    Identification by address and Owner of all Covered Housing  
5                    Developments.  
6           (b)    The Housing Developments and Units (identified by Unit number)  
7                    that meet the Housing Accessibility Standards, pursuant to a  
8                    Certification of Compliance by the City.  
9           (c)    The date remediation or construction began and concluded on each of  
10                   the existing Housing Developments and Housing Units.  
11           (d)    The date a Certification of Compliance was issued by the City.  
12           (e)    Which units are Accessible in each Housing Development, identifying  
13                   separately and by unit number the Housing Units with Mobility  
14                   Features and the Housing Units with Sensory Mobility Features.

15           19.    **Grievance and Complaint System.** Within 30 days of the Effective  
16 Date, the City shall establish policies and procedures mutually acceptable to the  
17 parties for submission of grievances or complaints to, and responses by, the City  
18 concerning accessibility in housing and programs covered by this Agreement,  
19 including complaints about the City’s implementation of its Housing Program and  
20 complaints about Owner or Management actions in Housing Units and Housing  
21 Developments covered by this Agreement, as well as complaints about the Internet  
22 Registry. The grievance procedures shall comply with the requirements of 28 C.F.R.  
23 § 35.107, and shall at a minimum:

- 24           (a)    Describe the procedures and timelines for submitting a complaint and  
25                   obtaining a response.  
26           (b)    Provide for accessibility, effective communications, and reasonable  
27                   accommodations in utilizing the procedures.  
28           (c)    Identify staff responsible for investigating and resolving complaints.

1 (d) Provide and describe a progressive set of sanctions that the City may  
2 use against Owners for policy noncompliance.

3 (e) Include maintenance of a log of complaints and their resolution or  
4 outcome.

5 20. **Plaintiffs' Rights With Respect to Testing:** In order to further the  
6 Parties' intent that the Agreement will be successfully implemented, the Parties  
7 agree that Plaintiffs may at their discretion conduct tests in Housing Units and  
8 Housing Developments and otherwise monitor implementation to determine whether  
9 the terms of the Agreement are being followed. Where Plaintiffs may need to secure  
10 cooperation with Owners in order to conduct such tests, the City agrees not to  
11 interfere in Plaintiffs' efforts to gain such cooperation. However, nothing contained  
12 herein shall constitute a guarantee by the City that Plaintiffs shall receive such  
13 cooperation from Owners, and the failure of Owners to cooperate with Plaintiffs  
14 shall not constitute a breach of this Agreement on the part of the City. Should  
15 Plaintiffs discover any purported issues or problems with the implementation as a  
16 result of any tests conducted or monitoring, Plaintiffs will make best efforts to notify  
17 the City of the results.

18 21. **Training regarding this Agreement to Supervisory Employees:**  
19 Within fifteen (15) days of the approval of this Agreement, the City shall train each  
20 of its employees having supervisory authority for any components of this Agreement  
21 on the requirements of this document. Thereafter, the City shall provide such  
22 training to any newly hired employee with such authority within fifteen (15) days of  
23 hiring and to any employee newly given such authority within fifteen (15) days of  
24 conferring on that employee such authority.



1 **IV. MONITORING**

2 1. **Court Appointment of Monitor.** By March 31, 2017, the Parties will  
3 ask the District Court to appoint a Monitor to ensure that this Agreement is  
4 implemented effectively and to assist the Court in monitoring the City’s compliance  
5 with this Agreement. The Parties shall jointly propose to the District Court one or  
6 more candidates to serve as a court-appointed Monitor. The Monitor will assess the  
7 City’s progress toward achieving the Target Number of Accessible Units and  
8 implementation of policies and procedures by reviewing plans, policies, procedures,  
9 expenditures, staffing, and production of accessible units, among other things. The  
10 Monitor shall serve throughout the Settlement Term and shall report to the Court.  
11 For the purposes of this Settlement Agreement, the Monitor’s authority shall derive  
12 from the Court, not the Parties.

13 (a) **Monitor Qualifications.** The Monitor's qualifications shall include, but  
14 not be limited to the following: (1) familiarity with and experience in the  
15 monitoring and enforcement of disability rights laws; and (2) familiarity  
16 with and experience in the education and training of employees in (a)  
17 disability rights laws, and (b) the requirements of compliance with  
18 settlement agreements or court orders. Preference shall be given to an  
19 individual who is familiar with compliance with disability housing  
20 accessibility laws.

21 (b) **Monitor Responsibility and Authority.** The Monitor shall evaluate the  
22 City’s compliance with the provisions of this Agreement to ensure full  
23 compliance with all of its terms. The Monitor shall have the obligation  
24 and authority to take steps to carry out this responsibility including but  
25 not limited to the obligation and authority to:

26 i. Monitor, review, collect, evaluate, and verify written and  
27 electronic data and information on progress and completion of the  
28 Accessible Unit Housing Plan, accessibility of Housing Units and

1 Housing Developments, City Housing Program Accessibility, City  
2 monitoring of Owner compliance, and all other components of the  
3 Agreement

4 ii. Conduct inspections, with appropriate notice to affected  
5 individuals, of selected Housing Units and Housing Developments as the  
6 Monitor deems appropriate, and measure, photograph, or otherwise  
7 document accessibility compliance.

8 iii. Interview City staff, consultants, contractors, and agents as  
9 the Monitor deems appropriate.

10 iv. Hire experts or staff as needed, within the budgetary limits  
11 in Paragraph III.10.(b), above, to assist in carrying out these  
12 responsibilities.

13 v. Review and assess all reports prepared by the City as  
14 required by the terms and provisions of this Agreement, and prepare  
15 recommendations for additional action as needed.

16 vi. Maintain records of the Monitoring team's activities and  
17 relevant documents.

18 vii. Provide Counsel for Plaintiffs and the City any relevant  
19 information known to or available to the Monitor under any provision of  
20 this Agreement upon reasonable request.

21 viii. Prepare a written semi-annual report for submission to  
22 Counsel for Plaintiffs and the City on or before June 30 and December  
23 31 of each year, beginning June 30, 2017, which shall describe, at a  
24 minimum, the Monitor's assessment of the City's progress in complying  
25 with all of the provisions of this Agreement, and the Monitor's  
26 comments on Reports submitted by the City. A copy will be filed with  
27 the Court. The parties shall meet and confer among themselves or with  
28 the Monitor to resolve any problems identified by the Monitor or any of

1 the parties. If the parties cannot reach agreement, either party can  
2 request that the Monitor submit an additional report to the Court with  
3 recommendations for action, and shall file a motion with the Court for  
4 consideration of such recommendations or other requested relief.

5 ix. Meet and confer with Plaintiffs and the City, to consider  
6 suggestions for implementing the spirit and letter of the Agreement, and  
7 to clarify information contained in the Monitor's reports.

8 (c) **Records and Other Information Available to Monitor.** For the  
9 duration of this Agreement, except to the extent that disclosure of  
10 information is prohibited by law or applicable privileges, the City shall  
11 provide the Monitor upon request information and records (or other  
12 computerized counterparts) sufficient to adequately monitor the City's  
13 compliance with all provisions of this Agreement and to complete the  
14 reporting described in Paragraphs III.9 and III.11, including but not  
15 limited to all records relating to implementation of the Accessible  
16 Housing Unit Plan, architectural accessibility compliance for existing and  
17 new Housing Developments (including surveys, plans, and architectural  
18 drawings), issuance of Certifications of Compliance with Accessibility  
19 Standards and Certifications of Adoption of Housing Policies, the City's  
20 program accessibility and ADA/504 self-evaluations, occupancy and  
21 utilization surveys and audits, reasonable accommodation and reasonable  
22 modification logs, grievances and complaints, progress in meeting Target  
23 Number, the Registry, training materials, and annual funding devoted to  
24 the program. The City must make available to the Monitor any records  
25 relating to the implementation of any provision of this Agreement,  
26 including records submitted by or required to be maintained by Owners  
27 and Property Management Agents. The City shall make clear when any  
28 such information or records are being withheld from the Monitor in

1 accordance with this section. To the extent the Monitor reasonably  
2 determines after consultation with the City that such information or  
3 records must be reviewed in order for the Monitor to satisfy his or her  
4 responsibilities under this Agreement or to the Court, the Monitor may  
5 request that disclosure of such information or records be made pursuant  
6 to a protective order, and the City shall provide such information  
7 pursuant to a protective order to be negotiated by the Monitor and the  
8 parties or secured through an appropriate petition to the Court.

9 (d) **Meetings with Monitor.**

10 i. **Preliminary Meeting:** No later than ninety (90) days  
11 following the commencement of employment by the Monitor, the  
12 Monitor and counsel for all Parties shall attend a preliminary meeting at  
13 a location designated by the Monitor. The purpose of the meeting shall  
14 be for the City to describe the activities that have been and will be taken  
15 with respect to the implementation of the Agreement and for the parties'  
16 counsel to discuss any relevant issues concerning the implementation of  
17 the Agreement.

18 ii. **Additional Meetings:** In addition to the preliminary  
19 meeting, the Monitor shall hold at least one annual meeting with the City  
20 and Plaintiffs to review progress. The Monitor may, as he or she deems  
21 appropriate, schedule other meetings and/or conference calls with the  
22 Parties' counsel to discuss any relevant issues concerning the  
23 implementation and enforcement of the Agreement.

24 (e) **Cost of Monitor:** The City shall bear the cost of the Monitor during the  
25 Settlement Term, capped at the amounts specified below:

26 i. Years 1-3: Eight Hundred Fifty Thousand Dollars  
27 (\$850,000) per year.

28 ii. Years 4-6: Six Hundred Fifty Thousand Dollars (\$650,000)

1 per year.

2 iii. Years 7-10: Three Hundred Seventy-Five Thousand Dollars  
3 (\$375,000) per year.

- 4 (f) **Monitoring Authority.** The Monitor shall have the authority to hire  
5 others to assist him or her, including but not limited to the authority to  
6 hire one or more persons with technical expertise to assist in monitoring  
7 the implementation of the Accessible Housing Unit Plan and  
8 certification of accessible units, within the budgetary limits in Paragraph  
9 IV.1(e), above, to assist in carrying out this authority.

10  
11 **V. RECORD KEEPING AND REPORTING**

12 **1. Record Keeping and Reporting.**

- 13 (a) During the Settlement Term, the City shall maintain all records  
14 necessary to verify compliance with the terms of this Agreement. The  
15 City shall instruct Owners and Property Management Agencies to  
16 maintain all records regarding compliance with the terms of the  
17 Agreement.
- 18 (b) Subject to the limitations cited in Paragraph IV.1.(c)., the City shall,  
19 upon reasonable request, make best efforts to provide a copy of any  
20 data and reports that it, its agents, Subrecipients, Owners, or Property  
21 Management Agents generate to comply with this Agreement,  
22 whether maintained electronically or otherwise, including but not  
23 limited to records identified in various provisions of this Agreement  
24 and documents that support the Reports required by this Agreement,  
25 to the Monitor or Plaintiffs' Counsel.
- 26  
27  
28

1           2.     **City’s Duty to Retain Documents.** The City shall maintain all  
2 documents and records provided to the Monitor as well as all documents and  
3 records maintained and/or generated by the City that pertain to the Agreement for  
4 a period of five (5) years. For a period not to exceed six (6) months beyond the  
5 expiration of this Agreement, Plaintiffs’ Counsel shall, upon request, be provided  
6 access to any of the records described in the Record-Keeping provisions of this  
7 Agreement.

8  
9                                   **VI. MUTUAL RELEASE OF CLAIMS**

10           1.     **Plaintiffs’ Release of Claims.** Plaintiffs, for and in consideration of  
11 this Agreement, including any and all recitals, promises, covenants, and terms  
12 herein, for themselves (and for their executors, assigns, and successors, as well as  
13 their administrators, agents, and representatives acting in their official capacities on  
14 behalf of Plaintiffs) (collectively “Plaintiff Releasing Parties”), do hereby fully and  
15 finally remise, release, acquit, and forever discharge the City and, in their official  
16 capacities, its respective successors, directors, officers, employees, agents, its past,  
17 present and future departments (including HCID (formerly known as the Los  
18 Angeles Housing Department)), boards, commissions, predecessors, and successors-  
19 in-interest, (collectively “Defendant Released Entities”) from any and all claims and  
20 demands of any and every kind, name, nature, or description, and from any rights,  
21 disputes, complaints, charges, actions and causes of action, suits, debts, injuries,  
22 reimbursements, contracts, covenants, liens, liabilities, losses, costs, expenses,  
23 obligations, and damages of any nature, kind, and description, whether asserted or  
24 unasserted, known or unknown, anticipated or unanticipated, suspected or  
25 unsuspected, or actual or contingent, in law or in equity, which the Plaintiff  
26 Releasing Parties now have against the Defendant Released Entities or any of the  
27 Defendant Released Entities, whether or not the same be now existent or known to  
28 the Plaintiff Releasing Parties, by reason of or arising out of the claims as more

1 particularly alleged in this Litigation and arising up until the date of Judgment,  
2 including but not limited to any claim or cause of action, including but not limited to  
3 injunctive, declaratory, or other non-monetary relief, however described, that the  
4 Plaintiff Releasing Parties asserted or could have asserted in this Litigation against  
5 the Defendant Released Entities, pertaining to accessibility under Section 504, the  
6 ADA, and Section 11135, and availability to people with disabilities of any and all  
7 of the multifamily housing funded, developed, or significantly assisted by the City at  
8 any time prior to this Agreement (“Released Claims”). Such Released Claims,  
9 however, shall not include any claims to enforce the terms of this Agreement, nor  
10 shall they include claims set forth in any other action filed between January 1, 2011  
11 and March 31, 2011 against the Defendant Released Entities and currently pending  
12 in the United States District Court for the Central District of California.

13       2.     **City’s Release of Claims.** The City, for itself and its respective  
14 successors, directors, officers, employees, agents, their past, present and future  
15 departments (including HCID (formerly known as the Los Angeles Housing  
16 Department)), boards, commissions, predecessors, and successors-in-interest,  
17 (collectively “Defendant Releasing Parties”), for and in consideration of this  
18 Agreement including any and all recitals, promises, covenants, and terms herein,  
19 does hereby fully and finally remise, release, acquit, and forever discharge Plaintiffs  
20 (and their assigns, and successors, as well as their administrators, agents, and  
21 representatives acting in their official capacities on behalf of Plaintiffs) (collectively  
22 “Plaintiff Released Entities”) from any and all claims and demands of any and every  
23 kind, name, nature, or description, and from any rights, disputes, complaints,  
24 charges, actions and causes of action, suits, debts, injuries, reimbursements,  
25 contracts, covenants, liens, liabilities, losses, costs, expenses, obligations, and  
26 damages of any nature, kind, and description, whether asserted or unasserted, known  
27 or unknown, anticipated or unanticipated, suspected or unsuspected, or actual or  
28 contingent, in law or in equity, which the City now has against the Plaintiff Released

1 Entities, whether or not the same be now existent or known to the City, by reason of  
2 or arising out of the claims as more particularly alleged in this Litigation and arising  
3 up until the date of Judgment, including but not limited to any claim or cause of  
4 action, including but not limited to injunctive, declaratory, or other non-monetary  
5 relief, however described, that the City asserted or could have asserted in the Action,  
6 pertaining to the accessibility under Section 504, the ADA, and Section 11135, and  
7 availability to people with disabilities of any and all of the multifamily housing  
8 funded, developed, or significantly assisted by the City at any time prior to this  
9 Agreement (“Released Claims”). Such Released Claims, however, shall not include  
10 any claims to enforce the terms of this Agreement.

11       3.     **Waiver of Civil Code Section 1542:** With respect to the release of  
12 claims by reason of or arising out of the claims as more particularly alleged in the  
13 this Litigation and arising up until the date of Judgment, as provided in Paragraphs  
14 VI.1 and VI.2, above, the Plaintiff Releasing Parties and the Defendant Releasing  
15 Parties waive and relinquish any and all rights and benefits afforded by California  
16 Civil Code Section 1542, and acknowledge and understand that the facts with  
17 respect to the Action and this Agreement may, after the date of execution of this  
18 Agreement, be discovered to be other than or different from the facts now known  
19 and believed to be true. The Plaintiff Releasing Parties and the Defendant Releasing  
20 Parties knowingly accept and assume the risk of the facts being different, agree that  
21 this Agreement shall be and remain in all aspects effective and not subject to  
22 termination by virtue of any such difference in facts, understand and acknowledge  
23 the significance and consequences of such specific waiver of California Civil Code  
24 Section 1542, and expressly assume full responsibility for any losses or  
25 consequences that may be incurred by making such waiver. The Plaintiff Releasing  
26 Parties and the Defendant Releasing Parties expressly understand that California  
27 Civil Code Section 1542 provides as follows:  
28



1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
2 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
3 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN  
4 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER  
5 SETTLEMENT WITH THE DEBTOR.

6 4. The Plaintiff Releasing Parties and the Defendant Releasing Parties,  
7 being aware of the foregoing code section, freely, voluntarily, and expressly waive  
8 to the fullest extent applicable any rights they may have thereunder. The Plaintiff  
9 Releasing Parties and the Defendant Releasing Parties acknowledge that, in  
10 agreeing to the foregoing release, they have not relied on any inducements,  
11 promises, or representations by the Plaintiff Released Entities or the Defendant  
12 Released Entities, other than as expressly set forth in and this Agreement. Such  
13 Released Claims, however, shall not include any claims to enforce the terms of  
14 this Agreement, nor shall they include claims set forth in any other action filed  
15 between January 1, 2011 and March 31, 2011 against the Defendant Released  
16 Entities and currently pending in the United States District Court for the Central  
17 District of California.

18  
19 **VII. DISPUTE RESOLUTION**

20 1. **Meet and Confer Obligation.** If any Party believes that a dispute  
21 exists relating to any violation of or failure to perform any of the provisions of this  
22 Settlement Agreement, it shall notify the other Party in writing and describe the  
23 alleged violation or failure to perform with particularity. The Parties shall meet and  
24 confer within ten (10) business days of receipt of such notice. If they are unable to  
25 resolve their differences, they shall resort to mediation as described below.

26 2. **Mediation.** If the Parties are unable to resolve a dispute through the  
27 meet and confer process described above, the Parties shall mediate the dispute. The  
28 Parties shall have fifteen (15) business days to jointly select a mediator. If the Parties

1 are unable to reach agreement on a mediator, each side may submit three (3) names  
2 of proposed mediators to the District Court and the District Court shall select the  
3 mediator. The mediation shall be conducted within thirty (30) days of the selection of  
4 the mediator, in the manner determined by the mediator, and the Parties shall engage  
5 in good faith efforts to resolve the dispute through such mediation.

6 3. **Resolution by the District Court.** If the Parties are unable to resolve a  
7 dispute through the mediation process described above, any Party may make a  
8 motion to the District Court to enforce the Agreement in order to resolve the dispute.  
9

## 10 **VIII. COMPENSATION AND FEES**

11 1. **Compensation to Plaintiffs.** The City agrees to pay Plaintiffs a total of  
12 Four Million, Five Hundred Thousand Dollars (\$4,500,000) to resolve their claims  
13 for monetary damages. Payment shall be made no earlier than forty-five (45) days,  
14 and no later than sixty (60) days, from the Effective Date. Payment shall be made  
15 by wire transfer to Plaintiffs' Counsel, Relman, Dane & Colfax, PLLC, 1225 19th  
16 Street N.W., Suite 600, Washington, D.C. 20036-2456, for distribution to Plaintiffs.

17 2. **Attorneys' Fees.** The parties agree that attorneys' fees will be  
18 submitted to the Court for determination. Plaintiffs' Counsel shall submit a fee  
19 petition to the Court within forty-five (45) days of the Effective Date of this  
20 Agreement."

21 3. **Costs.** Within thirty (30) days of the Effective Date of this  
22 Agreement, Plaintiffs' Counsel shall supply to the City documentation of costs  
23 incurred by Plaintiffs' Counsel in this Litigation, in an amount not to exceed One  
24 Million Dollars (\$1,000,000). Within forty-five (45) days of receipt of such  
25 documentation, the City agrees to reimburse Plaintiffs' Counsel for all such  
26 documented costs. Payment shall be made by wire transfer to Relman, Dane &  
27 Colfax, PLLC, 1225 19th Street N.W., Suite 600, Washington, D.C. 20036-2456,  
28 for distribution among Plaintiffs' Counsel.

1           4.     **Prospective Monitoring Fees and Costs for Plaintiffs' Counsel:** In  
2 addition to the fees described in Paragraph VIII.2, the City shall pay to Plaintiffs'  
3 Counsel their reasonable and necessary monitoring fees and expenses during the  
4 Settlement Term not to exceed the following amounts, exclusive of any disputes  
5 resolved by the District Court:

6           (c)    Years 1-3: Two Hundred Fifty Thousand Dollars (\$250,000) per year.

7           (d)    Years 4-6: One Hundred Fifty-Six Thousand Dollars (\$156,000) per  
8 year.

9           (e)    Years 7-10: One Hundred Thirty-Five Thousand (\$135,000) per year.

10          5.     **Payment of Monitoring Fees and Costs.** Payment of fees, costs, and  
11 expenses for the monitoring work to be performed by Plaintiffs' Counsel shall be  
12 made as follows:

13           No later than thirty (30) days following the entry of judgment on this Corrected  
14 Settlement Agreement, the City shall appropriate Two Hundred Fifty  
15 Thousand Dollars (\$250,000.00), solely for the payment of fees to Counsel for  
16 each of the three respective Plaintiffs, with Eighty-Three Thousand, Three  
17 Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33) of the  
18 appropriated amount encumbered as a separate line item for each of the three  
19 Plaintiffs, for purposes of allocating funds for the payment of fees to Counsel  
20 for each of the respective Plaintiffs. Thereafter, during the Settlement Term,  
21 on or before each anniversary of the Effective Date, the City shall appropriate  
22 the amount specified for that respective year in Paragraph VIII.4, above, with  
23 one-third of the annual amount encumbered for each of the three Plaintiffs' as  
24 a separate line item. Funds in each of the three line-items are to be maintained  
25 and monitored by the City Attorney's Office and disbursed in accordance with  
26 Paragraph VIII. 6, below. Annually, within thirty (30) days of the  
27 appropriation of such funds, the City shall provide evidence to Plaintiffs'  
28 Counsel that the amount specified for that respective year in Paragraph VIII.4

1 above has been appropriated by City Council and one-third of the annual  
2 amount has been encumbered as a separate line item for each of the three  
3 Plaintiffs.

4 6. **Disbursement of Monitoring Fees and Costs.** No later than thirty  
5 (30) days following the entry of judgment on this Corrected Settlement  
6 Agreement, Counsel for each of the Plaintiffs shall submit to the City invoices for  
7 actual fees and expenses incurred to date, together with a signed declaration from  
8 Plaintiffs' Counsel attesting to the accuracy of such. Thereafter, the City shall,  
9 within sixty (60) days of receipt of such submission, either dispute the amount to  
10 be disbursed or disburse the appropriated funds from the three respective line  
11 items described in Paragraph VIII.5 above to the respective Plaintiffs' Counsel in  
12 amounts reflecting (a) the number of hours of monitoring work performed by  
13 Counsel for each Plaintiff , multiplied by a reasonable hourly rate, and (b) costs  
14 and expenses incurred during the period, up to the amount required to have been  
15 appropriated and deposited prior to that date. In the event the parties cannot agree  
16 informally on the amount to be disbursed to Plaintiffs' Counsel from the  
17 appropriated funds for this period, the matter shall be submitted to the Court for  
18 resolution. In no event shall any of the three Plaintiffs be entitled to more than its  
19 one-third share of the total funds that were appropriated and encumbered into its  
20 respective line item. Thereafter, during the Settlement Term, at the close of each  
21 calendar quarter, Counsel for each of the Plaintiffs shall submit to the City  
22 invoices for actual fees and expenses incurred, together with a signed declaration  
23 from Plaintiffs' Counsel attesting to the accuracy of such. Thereafter, the City  
24 shall, within thirty (30) days of receipt of such submission, either dispute the  
25 amount to be disbursed or disburse the appropriated funds from the three  
26 respective line items described in Paragraph VIII.5 above to the respective  
27 Plaintiffs' Counsel in amounts reflecting (a) the number of hours of monitoring  
28 work performed by Counsel for each Plaintiff , multiplied by a reasonable hourly

1 rate, and (b) costs and expenses incurred during the previous three month period,  
2 up to the amount required to have been appropriated and deposited prior to that  
3 date. In the event the parties cannot agree informally on the amount to be  
4 disbursed to Plaintiffs' Counsel from the appropriated funds for a particular three  
5 month period, the matter shall be submitted to the Court for resolution. In no  
6 event shall any of the three Plaintiffs be entitled to more than its one-third share of  
7 the total funds that were appropriated and encumbered into its respective line  
8 item. Fees for ILCSC and CALIF shall be made payable to Relman, Dane &  
9 Colfax, PLLC, for distribution among Plaintiffs' Counsel. FHC will notify the  
10 City Attorney's Office of the name of any counsel it wishes to appoint to monitor  
11 compliance with this Agreement, and authorize such counsel to submit an invoice  
12 for monitoring fees and expenses.

13  
14 **IX. COURT'S RETENTION OF JURISDICTION**

15 1. The Parties agree, and the Parties intend that, the Judgment will provide  
16 that the District Court shall retain continuing jurisdiction to interpret and enforce the  
17 terms of this Agreement during the Settlement Term, and that the Judgment will  
18 incorporate the terms of this Settlement Agreement by reference. The Court  
19 thereafter shall retain jurisdiction to resolve any disputes that may arise during the  
20 Settlement Term. Only the Parties may seek to enforce the terms of the Agreement  
21 through the dispute resolution process provided for in Section VII, above. Three (3)  
22 months before the end of the Settlement Term, the City shall prepare a final report to  
23 the Monitor and Plaintiffs showing that it has fully complied with the provisions of  
24 this Settlement Agreement, and may move the Court for an Order terminating its  
25 jurisdiction of this matter as of a date following the Settlement Term, on the basis  
26 that all of its obligations under the Settlement Agreement have been fully  
27 discharged.  
28

1 **X. MISCELLANEOUS**

2 1. **Entire Agreement; Severability.** This Agreement constitutes the  
3 entire agreement between the City and Plaintiffs and supersedes all prior  
4 agreements, written or oral. Each provision and term of this Agreement shall be  
5 interpreted in such manner as to be valid and enforceable. In the event any provision  
6 or term of this Agreement is determined to be or is rendered invalid or  
7 unenforceable, all other provisions and terms of this Agreement shall remain  
8 unaffected to the extent permitted by law.

9 2. **Modification of Settlement Agreement.**

- 10 (a) This Settlement Agreement may only be modified or amended in  
11 writing, signed by all parties, that specifically states that its purpose is  
12 to amend or modify this Settlement Agreement.
- 13 (b) All deadlines and dates for performance by the City under this  
14 Settlement Agreement may be extended or modified by written  
15 agreement between Plaintiffs and the City.
- 16 (c) If the City should be delayed, interrupted, or prevented from  
17 performing any of its obligations under this Settlement Agreement  
18 and such delay, interruption, or prevention is due to fire, act of God,  
19 or other unforeseeable events, including, but not limited to any cause  
20 outside the reasonable control of the City, as the case may be, then the  
21 time for performance of the affected obligation of City may be  
22 extended, by written agreement of the Parties, for a period equivalent  
23 to the period of such delay, interruption, or prevention.
- 24 (d) Any Party may file a written motion with the District Court for the  
25 purpose of modifying a term or provision of the Settlement  
26 Agreement. Before filing a motion with the District Court, the  
27 moving Party must discuss the reasons for the proposed modification  
28 with all Parties for the purpose of determining whether there is

1 agreement on the need for the modification.

2 3. **Claims Against CRA/LA.** Nothing in this Agreement releases the  
3 Defendant CRA/LA, A Designated Local Authority, Successor to Community  
4 Redevelopment Agency of the City of Los Angeles (“CRA/LA”), from any claims  
5 that Plaintiffs have asserted against it in the Litigation or from any claims that the  
6 City may have against the CRA/LA. Plaintiffs intend to continue to pursue all  
7 pending claims against the CRA/LA in litigation.

8 4. **Conditions Precedent.** The Parties agree that this Settlement  
9 Agreement shall be conditioned upon, and shall be effective only upon, the  
10 occurrence of each and every one of the following events:

- 11 (a) The Settlement Agreement has been approved by the City Council and  
12 the Mayor.
- 13 (b) The Settlement Agreement has been fully executed by the Parties.
- 14 (c) The Court has entered an Order substantially in the form attached as  
15 Exhibit D.

16 5. **Notice to the Parties:** All notices required or permitted hereunder shall  
17 be in writing and shall be served on the Parties at the addresses set forth below. Any  
18 such notices shall be:

- 19 (a) Sent by overnight delivery using a nationally recognized overnight  
20 courier, in which case notice shall be deemed delivered one (1) business  
21 day after deposit with such courier; or
- 22 (b) Personally delivered, in which case notice shall be deemed delivered  
23 upon receipt by the Party to whom the notice was delivered. As a  
24 courtesy only, email may be used to provide a Party with notification  
25 that a notice has been sent and may include a copy of the notice. A  
26 Party’s address may be changed by written notice to the other Party;  
27 provided that no notice of a change of address shall be effective until  
28 receipt of such notice as provided for above.

1 To Plaintiffs: Independent Living Center of Southern California  
2 c/o Norma Jean Vescovo, Chief Executive Officer  
3 14407 Gilmore Street, #101  
4 Van Nuys, CA 91401  
5 [nvescovo@ilcsc.org](mailto:nvescovo@ilcsc.org)

6 Fair Housing Council of San Fernando Valley  
7 c/o Sharon Kinlaw, Executive Director  
8 14621 Titus Street, Suite 100  
9 Panorama City, CA 91402  
10 [skinlaw@gmail.com](mailto:skinlaw@gmail.com)

11 Communities Actively Living Independent and Free  
12 c/o Lillibeth Navarro, Executive Director  
13 634 South Spring Street, Second Floor  
14 Los Angeles, CA 90014  
15 [lnavarro@calif-ilc.org](mailto:lnavarro@calif-ilc.org)

16 With a copy to: Michael Allen, Esq.  
17 Relman, Dane & Colfax, PLLC  
18 1225 19<sup>th</sup> Street NW, Suite 600  
19 Washington, DC 20036  
20 Telephone: (202) 728-1888  
21 Facsimile: (202) 728-0848  
22 Email: [mallen@relmanlaw.com](mailto:mallen@relmanlaw.com)

23 Autumn Elliott, Esq.  
24 Disability Rights California  
25 350 S. Bixel Ave., Suite 290  
26 Los Angeles, CA 90017  
27 Telephone: (213) 213-8000  
28 Facsimile: (213) 213-8001  
[Autumn.Elliott@disabilityrightsca.org](mailto:Autumn.Elliott@disabilityrightsca.org)

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Telefax: (213) 626-6900  
Email: [Okojielaw@aol.com](mailto:Okojielaw@aol.com)  
Counsel for Fair Housing Council of San Fernando  
Valley for Monitoring Phase Only

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DAVID IYALOMHE & ASSOCIATES  
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Telefax: (213) 626-6900  
Email: [david@doialaw.com](mailto:david@doialaw.com)  
Counsel for Fair Housing Council of San Fernando  
Valley for Monitoring Phase Only

To City of Los Angeles: Richard H. Llewellyn, Jr.  
Interim City Administrative Officer  
1500 City Hall East



200 North Main St., 15<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 473-7534  
Facsimile: (213) 473-7510  
Miguel.Santana@lacity.org

Rushmore Cervantes  
General Manager  
Housing + Community Investment Department  
1200 West 7<sup>th</sup> St., 9<sup>th</sup> Floor  
Los Angeles, CA 90017  
Telephone: (213) 808-8808  
Facsimile: (213) 808-8616  
Rushmore.Cervantes@lacity.org

With a copy to:

James P. Clark  
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800 City Hall East  
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Facsimile: (213) 978-8312  
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Los Angeles, CA  
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Noreen.Vincent@lacity.org

6. **Opportunity to Consult with Counsel:** The Parties represent that prior to signing this Settlement Agreement, they have read it, consulted with counsel of their choice, and each understood its terms and conditions. The Parties hereto accept this Settlement Agreement as their own free and voluntary act, without duress, and intend to be legally bound by it. This Settlement Agreement is made without reliance upon any statements or representations by the Parties or their representatives that are not contained herein.

7. **Settlement Agreement Binding on Successors and Assigns:** This Agreement shall be binding on, and enforceable by, the Parties, their employees, and their successors and assigns.

8. **Titles:** The titles used in this Settlement Agreement are non-

1 substantive descriptions included solely for the Parties' ease of reference and shall  
2 not be construed to alter the substantive provisions of this Settlement Agreement.

3 9. **Weekends and Holidays:** If a reporting day or other deadline under  
4 this Agreement falls on a weekend or state or federal holiday, the report or other  
5 required action will be due on the first business day after the weekend or holiday.

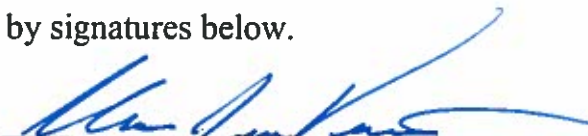
6 10. **Counterparts and Facsimiles:** This Settlement Agreement may be  
7 executed in counterparts and facsimiles, all of which when taken together shall  
8 constitute a single instrument.

9  
10 11. **Parties Agree to Cooperate:** The Parties agree to cooperate in  
11 submitting this Settlement Agreement to the Court for execution, and to cooperate  
12 and execute additional documents or take other actions necessary to perform their  
13 respective obligations under this Settlement Agreement.

14 12. **Construction:** This Settlement Agreement is the result of negotiations  
15 and joint drafting, undertaken in good faith and in that regard the rule of contractual  
16 construction that an ambiguous term shall be construed against the drafter shall not  
17 be employed.

18  
19 Agreed to by the Parties, as evidenced by signatures below.

20  
21 Dated:

  
Norma Vescevo, Chief Executive Officer  
Independent Living Center of Southern  
California

22  
23  
24 Dated:

Sharon Kinlaw, Executive Director  
Fair Housing Council of San Fernando Valley

25  
26 Dated:

Lilibeth Navarro, Executive Director  
Communities Actively Living Independent and  
Free

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19 Agreed to by the Parties, as evidenced by signatures below.

20  
21 Dated:

Norma Vescovo, Chief Executive Officer  
Independent Living Center of Southern  
California

22  
23  
24 Dated: *November 28, 2017*

*Sharon Kinlaw*  
Sharon Kinlaw, Executive Director  
Fair Housing Council of San Fernando Valley

25  
26 Dated:

Lillibeth Navarro, Executive Director  
Communities Actively Living Independent and  
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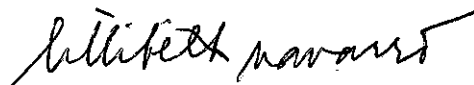
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21 Dated:

Norma Vescovo, Chief Executive Officer  
Independent Living Center of Southern  
California

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24 Dated:

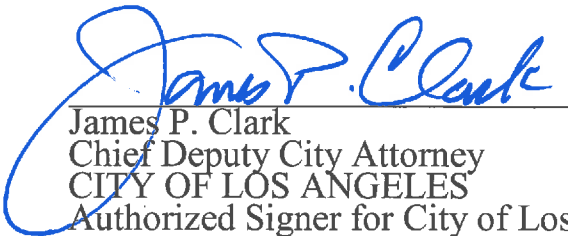
Sharon Kinlaw, Executive Director  
Fair Housing Council of San Fernando Valley

25  
26 Dated:

  
Lilibeth Navarro, Executive Director  
Communities Actively Living Independent and  
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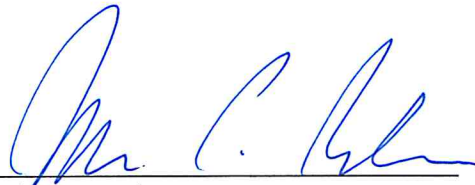
Dated: December 16, 2017

  
James P. Clark  
Chief Deputy City Attorney  
CITY OF LOS ANGELES  
Authorized Signer for City of Los Angeles

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Approved as to Form:

Dated: Dec. 11, 2017



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Email: david@doialaw.com  
*Counsel for Fair Housing Council of San  
Fernando Valley for Monitoring Phase Only*

**Exhibits**

1 **Exhibit A:** List of Existing Covered Housing Developments, Excluding Units in  
2 Exhibit B.

3 **Exhibit B:** List of 22 CRA/LA Housing Developments Not Part of Agreement  
4

5 **Exhibit C-1:** City of Los Angeles Fair Housing Policy in Regards to Disability  
6 Guidance and Requirements for Owners and Property Managers, May 12, 2016

7 **Exhibit C-2:** Tenant Handbook of Rental Occupancy Policies Regarding Disability  
8 for [Housing Development], May 12, 2016

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# EXHIBIT

# A

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
1	1990	DUANE HEIGHTS	2271 W DUANE ST CA 90039	14	1	1	2
2	1990	WATSON TERRACE I	6128 S 11th Ave, CA 90043	12	1	1	2
3	1991	CENTRAL COURT APARTMENTS	1316 E 21st St , Los Angeles CA, 90011	7	1	1	2
4	1992	41ST STREET APARTMENTS	1410 E 41st St, CA 90011	12	1	1	2
5	1992	FAME MANOR	3210 W Adams Blve, Los Angeles, CA 90018	56	3	2	5
6	1992	HOPE WEST APTS.	1231-1237 West Blvd, Los Angeles, CA 90019	17	1	1	2
7	1992	LAS BRISAS	200 N Bixel St, Los Angeles, CA 90026	30	2	1	3
8	1992	ONE WILKINS PLACE	1066 E 47th St, Los Angeles, CA 90011	66	4	2	6
9	1992	PARTHENIA COURT	14825-14833 Parthenia St, Van Nuys, CA 91402	25	2	1	3
10	1992	PROJECT INDEPENDENCE	13274 N Dronefield Ave, Sylmar, CA 91342	26	2	1	3
11	1992	RALPH BUNCHE VILLAS	915 E 50th St , Los Angeles CA, 90011	6	1	1	2
12	1992	STRATHERN PARK EAST	11047 W Strathern St, Sun Valley, CA 91352	25	2	1	3
13	1992	TABOR COURTS	345-363 Fourth Ave, Venice 90291	25	2	1	3
14	1992	WITMER CITY LIGHTS	319 S WITMER ST CA 90017	16	1	1	2
15	1993	CRESCENT VILLAGE (aka Crescent Arms Apartments)	1709 W 8th St , Los Angeles CA, 90017	112	6	3	9
16	1993	DEAF COMMUNITY MULT. CENTER	2222 La Verne Ave, Los Angeles CA 90041	14	1	1	2
17	1993	NORBO HOTEL DEVELOPMENT CORP	NO RBO HOTEL 526 E. SIXTH STREET , LOS ANGELES CA, 90021	58	3	2	5
18	1993	ARGYLE ARMS (WERNER ILLING HOUSE)	1924 N Argyle Ave, Hollywood, CA 90068	21	2	1	3
19	1993	BEVERLY CITY LIGHTS	107 S Carondelet St, Los Angeles, CA 90057	40	2	1	3
20	1993	ENRIQUEZ, ISRAEL/BELEN -- ARGYLE ARMS	1924 Argyle Ave , Hollywood CA, 90068	21	2	1	3
21	1993	LAS PALOMAS HOTEL	2203 E 1st St, Los Angeles, CA 90033	62	4	2	6
22	1993	MAIN STREET APTS.	7317 S Main St , Los Angeles CA, 90003	30	2	1	3
23	1993	MANILA TERRACE	2328 W Temple St , Los Angeles CA, 90026	30	2	1	3

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
24	1993	MARINA APTS.	722 S Coronado St , Los Angeles CA, 90057	64	4	2	6
25	1993	MERCEDES APTS.	727 S Carondelet St , Los Angeles CA, 90057	47	3	1	4
26	1993	PARKER HOTEL	725 S Witmer St, Los Angeles, CA 90017	32	2	1	3
27	1993	SOMERVILLE I & II	4219 S Central Ave , Los Angeles CA, 90011	41	3	1	4
28	1993	TEMPLE-EDGEWARE APTS	1272 W Temple St , Los Angeles CA, 90026	108	6	3	9
29	1993	VINELAND PLACE - (HCDBG)	7843 N VINELAND AVE CA 91352	18	1	1	2
30	1994	HARBOUR COMMUNITY HOUSING	12157 N San Fernando Rd, CA 91342	38	2	1	3
31	1994	Paradise Arms	5200 S Broadway Los Angeles CA 90003	43	3	1	4
32	1994	43RD STREET APTS.	1211 E 43rd St, Los Angeles, CA 90011	5	1	1	2
33	1994	509 S. UNION DRIVE	509 S Union Dr, CA 90017	26	2	1	3
34	1994	8001 RESEDA BOULEVARD	8001 N Reseda Blvd, CA 91335	56	3	2	5
35	1994	8727 ORION AVE.	8727 N Orion Ave, North Hills, CA 91343	10	1	1	2
36	1994	8735 ORION AVE.	8735 N Orion Ave, North Hills, CA 91343	10	1	1	2
37	1994	ADAMS CONGRESS APTS.	1775-1807 W Adams Blvd, Los Angeles, CA 90018	46	3	1	4
38	1994	APPIAN WAY APTS.	1536 N Serrano Ave, CA 90027	42	3	1	4
39	1994	ASHWOOD COURT	19119/19201 Nordhoff St, Northridge, CA 91324	72	4	2	6
40	1994	BARNSDALL COURT	1626 N NORMANDIE AVE Los Angeles, CA 90027	38	2	1	3
41	1994	CAMBRIA APARTMENTS	738 S Union Ave , Los Angeles CA, 90017	40	2	1	3
42	1994	CONNECTION HOUSE/FOSTER YOUTH CONN	213 SEVERANCE STREET , LOS ANGELES CA, 90007	16	1	1	2
43	1994	CORAL WOOD APTS.	8025 N RESEDA BLVD CA 91335	106	6	3	9
44	1994	CORRIDOR PROJECT	3507 W Stocker St, Los Angeles, CA 90008	44	3	1	4

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
45	1994	DELANO II	14722 W Delano St, CA 91411	9	1	1	2
46	1994	H.O.M.E.	1600 S. Hayworth St. Los Angeles CA 90035	4	1	1	2
47	1994	HAVEN HILLS TRAN HSNG	21101 W Saticoy St, Canoga Park, CA 91305	26	2	1	3
48	1994	LA TOWNHOMES	2557 S Bronson Ave, CA 90018	7	1	1	2
49	1994	LINN HOUSE/WESTSIDE HOSPICE/AIDS HEALTH	1001 N Martel Ave , West Hollywood CA, 90046	25	2	1	3
50	1994	MEMORY PARK APARTMENTS	8750-8810 Memory Park Ave, North Hills, CA 91343	53	3	2	5
51	1994	MIRACLE MILE	402-404 S Cochran Ave, Los Angeles, CA 90036	28	2	1	3
52	1994	NOBLE PINES	21611 W Saticoy St, CA 91304	68	4	2	6
53	1994	NORDHOFF STREET APARTMENTS	15543 W Nordhoff St, CA 91343	38	2	1	3
54	1994	NORMANDIE APTS AKA BARNSDALL COURTS	423 S. Westmoreland AVE CA 90020	54	3	2	5
55	1994	ORANGEWOOD COURT APTS	5050 Sepulveda Blvd., Sherman Oaks	92	5	2	7
56	1994	ORION VILLAS	8852 N Orion Ave, CA 91343	10	1	1	2
57	1994	OROZCO VILLAS	8920 N Orion Ave, North Hills, CA 91343	40	2	1	3
58	1994	OXNARD VILLA	14045 W Oxnard St, CA 91401	40	2	1	3
59	1994	REGENCY 50	14540 Blythe St , Panorama City CA, 91402	50	3	1	4
60	1994	RESEDA VILLAGE	7939 N Reseda Blvd, 91335	42	3	1	4
61	1994	ROSCOE APTS.	20234 W Roscoe Blvd, CA 91306	25	2	1	3
62	1994	SYCAMORE VILLAGE	523 S Rampart Blvd, CA 90057	30	2	1	3
63	1994	THE WORLD CHRISTIAN TRN. CTR	1608 W 38th Pl , Los Angeles CA, 90062	33	2	1	3
64	1994	TOLTON / MONTCLAIR COURT	4208 W 28th St/ 4200 Montclair, Los Angeles, CA 90016	16	1	1	2
65	1994	TOLTON COURT	2806 S West Blvd, CA 90016	10	1	1	2
66	1994	VILLAGE CHOICE I & II	16124 W TUPPER ST CA 91343	14	1	1	2
67	1994	WHITE OAK APTS.	9205 WHITE OAK AVE	80	4	2	6
68	1995	FAME WEST 25TH STREET	1940 W 25th St, CA 90018	12	1	1	2

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
69	1995	ST. ANDREWS BUNGALOW COURT	1514-1544 St Andrews PL, Los Angeles, CA 90028	16	1	1	2
70	1995	2010 CHARITON	2010 Chariton St, Los Angeles, CA 90017	18	1	1	2
71	1995	20258 ROSCOE DEV LLC	20258 W Roscoe Blvd, Ca 91306	34	2	1	3
72	1995	54TH STREET APTS.	2117-2119 W 54th St, Los Angeles, CA 90062	22	2	1	3
73	1995	ALABAMA I-III	7440 Alabama Ave, Canoga Park, CA 91303	42	3	1	4
74	1995	ANGELINA APARTMENTS	1300 Angelina St , Los Angeles CA, 90026	82	5	2	7
75	1995	ARGYLE COURT	1938 N Argyle Ave, Los Angeles, CA 90068	24	2	1	3
76	1995	ARMINTA SQUARE	11050 Arminta St, Sun Valley, CA 91352	46	3	1	4
77	1995	ASIAN PACIFIC TRANS HSNG	DV	8	1	1	2
78	1995	ASTORIA PLACE TOWNHOMES	13230 N Bromont Ave, CA 91342	18	1	1	2
79	1995	BROADWAY VILLAGE	9413 S Spring St , Los Angeles CA, 90003	41	3	1	4
80	1995	CALIFORNIA HOTEL	1134-1146 S Pacific Ave, los Angeles, CA 90731	40	2	1	3
81	1995	CANAAN GARDENS	641 E 27th St, Los Angeles, CA 90011	7	1	1	2
82	1995	CHILDREN'S SHELTER	252 S RAMPART BLVD CA 90057	15	1	1	2
83	1995	EVERGREEN VILLAGE APARTMENTS	420 N Evergreen Ave, Los Angeles, CA 90063	54	3	2	5
84	1995	FIGUEROA COURTS APTS/ACOF	9128-9144 S Figueroa St, Los Angeles, CA 90003	40	2	1	3
85	1995	GOWER STREET APTS.	1140 N GOWER ST CA 90038	55	3	2	5
86	1995	GRAMERCY COURT	3317 W Washington Blvd , Los Angeles CA, 90018	16	1	1	2
87	1995	HARBOR GATEWAY HOMES	1418 W 218TH ST CA 90501	12	1	1	2
88	1995	HAYWARD MANOR APTS.	206 W 6th St, CA 90014	525	27	11	38
89	1995	HYDE PARK PLACE APARTMENTS / CEDC	6309 S 10th Ave, Los Angeles, CA 90043	29	2	1	3
90	1995	MARIPOSA APTS.	1641 N Mariposa Ave, Los Angeles, CA 90027	32	2	1	3

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
91	1995	MISSION PLAZA APARTMENT	2218-2258 N Parkside Ave, Los Angeles, CA 90031	132	7	3	10
92	1995	MT. MORIAH SENIOR VILLA/MORIAH SEN HSNB	4302 S Figueroa St, Los Angeles, CA 90037	20	1	1	2
93	1995	NEW DIRECTIONS REGIONAL CENTER	11301 Wilshire Blvd, Los Angeles, CA 90073	156	8	4	12
94	1995	NEW HOPE - STA. MONICA	1637 Appian Way, Santa Monica, CA 90401	25	2	1	3
95	1995	OAKWOOD APTS.	15454 W Sherman Way, CA 91406	390	20	8	28
96	1995	Olympic Plaza	2605-2627 Olympic Blvd, Los Angeles, CA 90023	88	5	2	7
97	1995	PARKVIEW APTS.	622 S Alvarado St , Los Angeles CA, 90057	198	10	4	14
98	1995	PAZ VILLAS	14643 W Blythe St, Van Nuys, CA 91402	14	1	1	2
99	1995	PENNY LANE - 15256 ACRE STREET	15256-15260 Acre St, North Hills, CA 91343	6	1	1	2
100	1995	PLAZA VERMONT/CEDC	960 W 62nd Pl, CA 90044	79	4	2	6
101	1995	Roberta Stephens Villas I & II	5161 Huntington DR CA 90032	63	4	2	6
102	1995	ROSSMORE HOTEL	905 E 6th St, Los Angeles, CA 90013	60	3	2	5
103	1995	SHARP MANOR	10601 S BROADWAY CA 90003	15	1	1	2
104	1995	TELACU POINTE/TELACU HOUSING - L A INC	3100 N FLETCHER DR CA 90065	84	5	2	7
105	1995	TRANSITION HOUSE	543 S. CROCKER ST	130	7	3	10
106	1995	VALLEY VILLAGE SENIOR APTS	1211 Chandler Blvd, Los Angeles, CA 91607	188	10	4	14
107	1995	VICTORIA MANOR APTS.	6503 S Victoria Ave, CA 90043	10	1	1	2
108	1995	VILLA PALOMA	DOMESTIC VIOLENCE UN-DISCLOSED SITE , SAN PEDRO CA, 90731	12	1	1	2
109	1995	WASHINGTON COURT APTS	1717 E 103rd St , Los Angeles CA, 90002	30	2	1	3
110	1995	WHITSETT AVENUE PROJECT	6446,6448,6450 WHITSETT AVE, NORTH HOLLYWOOD, CA 91606	6	1	1	2
111	1996	RAINBOW HOUSE	DV	14	1	1	2
112	1996	BLYTHE STREET APARTMENTS	14601 Blythe St , Van Nuys CA, 91402	32	2	1	3

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
113	1996	BRYSON FAMILY APTS.	2701 W Wilshire Blvd, Los Angeles, CA 90057	81	5	2	7
114	1996	CASANOVA GARDENS/CHINATOWN SERVICE CENTER	433 W Casanova St, Los Angeles, CA 90012	27	2	1	3
115	1996	CENTURY APTS.	2742 LanFranco ST CA 90033	8	1	1	2
116	1996	DENKER HOUSE	20902 S Denker Ave, San Pedro, CA 90501	6	1	1	2
117	1996	EL CORAZON	7006 ALABAMA & 21429 HART STREET , CANOGA PARK CA, 91303	60	3	2	5
118	1996	FEDORA APTS.	836 FEDORA ST	23	2	1	3
119	1996	FIGUEROA OAKS	10210 S Figueroa St , Los Angeles CA, 90003	32	2	1	3
120	1996	FIGUEROA SENIOR HOUSING	5503 S Figueroa St , Los Angeles CA, 90037	66	4	2	6
121	1996	FLOWER HOUSE	DV	10	1	1	2
122	1996	GARCIA (JR.), DOLORES M.	2912 9th Ave , Los Angeles CA, 90018	11	1	1	2
123	1996	HALIFAX HOTEL	6376 Yucca St , Los Angeles CA, 90028	46	3	1	4
124	1996	HARDEMION, JOHN C	3913 Hillcrest Dr , Los Angeles CA, 90008	29	2	1	3
125	1996	HARMONY II	5239 Harmony Ave , North Hollywood CA, 91601	14	1	1	2
126	1996	HART ALABAMA	7006 N Alabama Ave/ 21429 W Hart St, CA 91303	12	1	1	2
127	1996	HHH HOUSING & COMMUNITY CTR.		24	2	1	3
128	1996	HOPE COTTAGE (DV)	DV	3	1	1	2
129	1996	JENESSE CENTER, INC.-PROJ #2-LAHD	DV	9	1	1	2
130	1996	KENMORE APARTMENTS	1726 N Kenmore Ave, Los Angeles, CA 90027	21	2	1	3
131	1996	NEW HARBOR VISTA	410-450 Wilmington Blvd, CA 90744	132	7	3	10
132	1996	NEW HOPE - SILVER LAKE	2301 W Brier Ace, CA 90039	14	1	1	2
133	1996	NORMANDIE SENIOR APARTMENTS	6301 S Normandie Ave , Los Angeles CA, 90044	75	4	2	6

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
134	1996	PALMS COURT	3819-3821 MOTOR AVE , LOS ANGELES CA, 90066	20	1	1	2
135	1996	PENNY LANE - 15260 RAYEN	15260 W Rayen St, Sepulveda, CA 91343	6	1	1	2
136	1996	PICO-GRAMERCY FAMILY HOUSING	1303 S Gramercy Pl , Los Angeles CA, 90019	49	3	1	4
137	1996	STEEL PLAZA	287 S UNION AVE CA 90026	66	4	2	6
138	1996	TELACU LAS FLORES	12793 W Mercer St, CA 91331	75	4	2	6
139	1996	TEMPLE/ROBINSON	TEMPLE/ROBINSON , LOS ANGELES CA, 90026	50	3	1	4
140	1996	TRANSITIONAL SHELTER	DV - CONFIDENTIAL SITE , LOS ANGELES CA, 90036	5	1	1	2
141	1996	TRES PALMAS	269 Loma Dr , Los Angeles CA, 90026	19	1	1	2
142	1996	VANOWEN GARDENS	11754 Vanowen St , North Hollywood CA, 91605	15	1	1	2
143	1996	WEST "A" HOMES	4126 S Vermont Ave , Los Angeles CA, 90037	44	3	1	4
144	1996	WESTLAKE APTS.	514 S WESTLAKE AVE CA 90057	14	1	1	2
145	1997	NEW HOPE (Courtyard Apartments) - SAN PEDRO	1124 S Palos Verdes St, San Pedro CA 90732	10	1	1	2
146	1997	AVENIDA TERRACE	6122 11th Ave/ 3939 Ursula Ave, Los Angeles, CA 90049	8	1	1	2
147	1997	BALDWIN/WATSON TERRACE II	3939 Ursula Ave , Los Angeles CA, 90008	83	5	2	7
148	1997	BENTON GREEN APTS.	528 N Benton Way , Los Angeles CA, 90026	38	2	1	3
149	1997	CASTLEWOOD TERRACE	16920 Chatsworth St , Granada Hills CA, 91344	68	4	2	6
150	1997	GEORGE MCDONALD COURT	1802,1806-26 E 92ND ST, LOS ANGELES, CA 90002	61	4	2	6
151	1997	GREATER BETHANY	851 W 81st St , Los Angeles CA, 90044	8	1	1	2
152	1997	GWEN BOLDEN MANOR	1302 E 41st St , Los Angeles CA, 90011	24	2	1	3
153	1997	LOS ALTOS APARTMENTS	4161 Wilshire Blvd.	67	4	2	6
154	1997	SILVERLAKE COURTYRD APTS/PROJ NEW HOPE	2301 Brier Ave , Los Angeles CA, 90039	14	1	1	2



#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
155	1997	SYCAMORE PARK APARTMENTS	250 S Avenue 50 , Highland Park CA, 90042	59	3	2	5
156	1997	UNIVERSITY PARK APARTMENTS	1221 W 29th St, Los Angeles, CA 90007	20	1	1	2
157	1997	VISTA NUEVA	124 S La Fayette Park Pl , Los Angeles CA, 90057	30	2	1	3
158	1998	AVALON TERRACE / NICOLET APARTMENTS	451 E 120th St, Los Angeles, CA 90061/4027 Nicolet Ave, Los Angeles, CA 90008	38	2	1	3
159	1998	BANDERA SENIOR HOUSING	1826 E 92nd St , Los Angeles CA, 90002	61	4	2	6
160	1998	COURTYARD APTS.	908 & 912 NEW HAMPSHIRE BLVD	15	1	1	2
161	1998	FOUNDATION FOR QUALITY HOUSING	7970 Woodman Ave , Panorama City CA, 91402	142	8	3	11
162	1998	HILLVIEW VILLAGE	12408 Van Nuys Blvd , Pacoima CA, 91331	50	3	1	4
163	1998	JENESSE-SITE A (PALMYRA AVE)	DV	20	1	1	2
164	1998	JENESSE-SITE B (NICOLET AVE)	DV	12	1	1	2
165	1998	LA MIRADA APARTMENTS	5653 La Mirada Ave , Los Angeles CA, 90038	30	2	1	3
166	1998	LAKEVIEW MANOR	11681 W Foothill Blvd, CA 91342	49	3	1	4
167	1998	L'CANNON CLUB APTS.	9700 Laurel Canyon Blvd.	80	4	2	6
168	1998	NEW HOPE SENIOR VILLA	5140 S Central Ave , Los Angeles CA, 90011	47	3	1	4
169	1998	STOCKER APARTMENTS	3507 Stocker St , Los Angeles CA, 90008	12	1	1	2
170	1998	WATTS DV CTR - SITE A	DOMESTIC VIOLENCE SITE , LOS ANGELES CA, 90002	20	1	1	2
171	1999	HOOVER SENIOR HOUSING	6212 S Hoover St , Los Angeles CA, 90044	38	2	1	3
172	1999	Hope Village	1031 S Hope Street Los Angeles CA 90015	66	4	2	6
173	1999	ALEGRIA	2737 W Sunset Blvd , Los Angeles CA, 90026	45	3	1	4
174	1999	APTAKER, STEVE/LAURIE	729 S Union Ave , Los Angeles CA, 90017	140	7	3	10

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
175	1999	ART SHARE LOS ANGELES/CHIP HUNTER	801 E 4th Pl , Los Angeles CA, 90013	30	2	1	3
176	1999	CENTRAL CITY APARTMENTS	746 S Lake St , Los Angeles CA, 90057	63	4	2	6
177	1999	DEWEY HOTEL	721 S Main St , Los Angeles CA, 90014	43	3	1	4
178	1999	ECHO PARK SENIOR HOUSING	1727 Morton Ave , Los Angeles CA, 90026	41	3	1	4
179	1999	GUNTHARP, WOODROW Y/ETHEL A	915 S Carondelet St , Los Angeles CA, 90006	48	3	1	4
180	1999	JENESSE-5TH AVENUE SHELTER	DV	6	1	1	2
181	1999	LARKIN, PATRICK F	2117 Vallejo St, Los Angeles, CA 90031		0	0	0
182	1999	MAKARA, JOHN	854-860 S NORMANDIE & 3149-3151 1/2 W 9TH ST. , LOS ANGELES CA, 90005	8	1	1	2
183	1999	MARIPOSA APTS.	511 S Mariposa Ave , Los Angeles CA, 90020	24	2	1	3
184	1999	NOBLE SENIOR HOUSING	15100 Moorpark St , Sherman Oaks CA, 91403	85	5	2	7
185	1999	OLYMPIC/HOPE	1031 S Hope St , Los Angeles CA, 90015	66	4	2	6
186	1999	PARK LANE FAMILY HOUSING	4630 W Martin Luther King Jr Blvd , Los Angeles CA, 90016	117	6	3	9
187	1999	RENOVATION/EXPANSION		15	1	1	2
188	1999	Richard N. Hogan Manor	5500 S Figueroa St , Los Angeles CA, 90037	51	3	2	5
189	1999	S.T.A.R. HOUSE D.V -LAHD	DV - CONFIDENTIAL SITE , LOS ANGELES CA, 90028	7	1	1	2
190	1999	SAFE HOUSE (DV)	DV	16	1	1	2
191	1999	SAMMY DAVIS JR. PROJECT	340 S Reno St , Los Angeles CA, 90057	46	3	1	4
192	1999	SENDEROS APARTMENTS	2141 Estrella Ave , Los Angeles CA, 90007	12	1	1	2
193	1999	SOUTHERN HOTEL	406 E 5th St , Los Angeles CA, 90013	55	3	2	5
194	1999	WASHINGTON COURT FAMILY HSNH	1717 E 103rd St , Los Angeles CA, 90002	102	6	3	9
195	1999	WOMENS VILLAGE/HOMELESS NO MORE (PHS II)	1650 Rockwood St , Los Angeles CA, 90026	62	4	2	6

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196	2000	CASA RAMPART (CRA)	401 & 512 S. Rampart Boulevard Los Angeles CA 90057	117	6	3	9
197	2000	COLORADO TERRACE	2455 W COLORADO BLVD 1-77 CA 90041	154	8	4	12
198	2000	EUGENE HOTEL	560 Stanford Ave , Los Angeles CA, 90013	44	3	1	4
199	2000	AMISTAD APARTMENTS	1953 Estrella Ave , Los Angeles CA, 90007	23	2	1	3
200	2000	ANGEL STEP INN	DV	8	1	1	2
201	2000	COLONIA CORONA APARTMENTS	13034 Sherman Way , North Hollywood CA, 91605	100	5	2	7
202	2000	CORVALAN, LISA	11411 Collins St , North Hollywood CA, 91601	8	1	1	2
203	2000	EL CENTRO LORETTO APARTMENTS	1021 Hoover St.	76	4	2	6
204	2000	EUGENE THOMAS MANOR	2226 S Western Ave , Los Angeles CA, 90018	38	2	1	3
205	2000	GLENMARY KINDER CARE APARTMENTS	4733 N Figueroa St , Los Angeles CA, 90042	9	1	1	2
206	2000	HAROLD WAY APARTMENTS	1541 N Western Ave , Hollywood CA, 90027	51	3	2	5
207	2000	HIGHLAND VILLAGE PARTNERS, L.P.	245 S Avenue 50 , Los Angeles CA, 90042	91	5	2	7
208	2000	LEIVA, ARMANDO L. & HILDA Y.	627 Echandia St , Los Angeles CA, 90033	6	1	1	2
209	2000	LIME HOUSE	1800 W Martin Luther King Jr Blvd , Los Angeles CA, 90062	34	2	1	3
210	2000	MEERA TOWNHOMES	740 Valencia St , Los Angeles CA, 90017	21	2	1	3
211	2000	PARTOVI, BRUCE & FARAMARZ	260 S Avenue 50, CA 90042		0	0	0
212	2000	PLAZA DE LEON	630 S Alvarado St , Los Angeles CA, 90057	20	1	1	2
213	2000	RIVERS HOTEL	1226 E 7th St , Los Angeles CA, 90021	75	4	2	6
214	2000	ROCK VIEW APARTMENTS	1139 Colorado Blvd , Los Angeles CA, 90041	42	3	1	4

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215	2000	SANTA CRUZ TERRACE	201 N Beacon St , San Pedro CA, 90731	48	3	1	4
216	2000	SONYA GARDENS	719 W 70th St , Los Angeles CA, 90044	60	3	2	5
217	2000	TOWNE SQUARE APARTMENTS, L.P.	11620 Towne Ave , Los Angeles CA, 90061	51	3	2	5
218	2000	VICTORY GARDENS	13436 Victory Blvd , Van Nuys CA, 91401	15	1	1	2
219	2000	VINTAGE CROSSING SENIOR APARTMENTS	6830 Jordan Ave , Canoga Park CA, 91303	161	9	4	13
220	2000	WEST ANGELES VILLAS	6030 Crenshaw Blvd , Los Angeles CA, 90043	150	8	3	11
221	2000	WEST VALLEY COMMUNITY DEVELOPMENT CORP. (aka W. Valley Bungalow Ct. for Seniors)	21503 Valerio St , Canoga Park CA, 91303	8	1	1	2
222	2000	WESTMINSTER SENIOR APTS.	3405 Arlington Ave , Los Angeles CA, 90018	56	3	2	5
223	2000	WILLOW TREE VILLAGE	11960 FOOTHILL BLVD., LOS ANGELES, CA 91331	49	3	1	4
224	2001	BROADWAY PLAZA APTS.	901 South Broadway	82	5	2	7
225	2001	TIERRA DEL SOL	7505 Canoga Ave , Canoga Park CA, 91303	119	6	3	9
226	2001	AVALON PLACE	10803 Avalon Blvd , Los Angeles CA, 90061	152	8	4	12
227	2001	BROWNSTONE HOTEL	425 E 5th St , Los Angeles CA, 90013	49	3	1	4
228	2001	Castellar Apartments	625 N Hill St, Los Angeles	101	6	3	9
229	2001	CORNERSTONE APARTMENTS	14128 Calvert St , Van Nuys CA, 91401	36	2	1	3
230	2001	DISCOVERING HORIZONS	8903 N Balboa Blvd, Northridge, CA 91325	14	1	1	2
231	2001	HELMS MANOR	3704 Military Ave , Los Angeles CA, 90034	5	1	1	2
232	2001	HILLTOP COLONY	323 West 3rd ST CA 90731	113	6	3	9
233	2001	HISTORIC BARBIZON HOTEL	1927 W 6th St , Los Angeles CA, 90057	51	3	2	5

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234	2001	INNES HEIGHTS APTS.	1243, 1245, 1247-51 INNES AVE. , LOS ANGELES CA, 90026	19	1	1	2
235	2001	KOSUMOSU TRANSITIONAL HOUSING PROJECT	CONFIDENTIAL , LOS ANGELES CA, 90013	8	1	1	2
236	2001	ML SHEPARD MANOR SENIOR HOUSING	2330 Santa Ana S , Los Angeles CA, 90059	90	5	2	7
237	2001	NORTH HOLLYWOOD ACCESSIBLE APARTMENTS	12145 Burbank Blvd , North Hollywood CA, 91607	13	1	1	2
238	2001	OLIVE MANOR SR. APARTMENTS	13155 Bromont Ave , Sylmar CA, 91342	81	5	2	7
239	2001	REYNA (TRUSTEE), GUADALUPE	1814 Workman St , Los Angeles CA, 90031	8	1	1	2
240	2001	SKYLINE VILLAGE	420 Lucas Ave , Los Angeles CA, 90017	73	4	2	6
241	2001	VENICE SENIOR HOUSING	151 Ocean Front Walk Apt 187 , Venice CA, 90291	64	4	2	6
242	2001	VICTORY INVESTMENT CO., LLC	19134 Victory Blvd, Tarzana CA, 91335	26	2	1	3
243	2002	ASBURY APARTMENTS	2501 W 6th St , Los Angeles CA, 90057	97	5	2	7
244	2002	CASTLEWOOD TERRACE II	16930 Chatsworth St , Granada Hills CA, 91344	182	10	4	14
245	2002	COLUMBUS TRANSITIONAL HOUSING	15257 Acre St , North Hills CA, 91343	8	1	1	2
246	2002	COMMUNITY ENHANCEMENT CORPORATION	2517 Boulder St , Los Angeles CA, 90033	5	1	1	2
247	2002	COURT STREET APTS.	1301 W COURT ST CA 90026	24	2	1	3
248	2002	CURTIS JOHNSON APTS.	897 W.VERNON ST; 866 W. 42ND PL; , LOS ANGELES CA, 90037	48	3	1	4
249	2002	EADS APARTMENTS	421 S Bixel St , Los Angeles CA, 90017	36	2	1	3
250	2002	FAR EAST BUILDING	347 E 1st St , Los Angeles CA, 90012	16	1	1	2
251	2002	FIESTA HOUSE	6639 Darby Ave , Reseda CA, 91335	50	3	1	4
252	2002	HARVARD YARD/GLENMARY SENIOR APARTMENTS	8711 S Harvard Blvd , Los Angeles CA, 90047	216	11	5	16
253	2002	HISTORIC HOLLYWOOD HILLVIEW LLC	6531 Hollywood Blvd, Los Angeles, CA 90028	54	3	2	5

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
254	2002	LA BREA	3443 S La Brea Ave , Los Angeles CA, 90016	185	10	4	14
255	2002	LAKEVIEW TERRACE SILVERCREST	11850 Foothill Blvd , Lake View Terrace CA, 91342	73	4	2	6
256	2002	NEW TERMINAL HOTEL	901 E 7th St, CA 90021	44	3	1	4
257	2002	OLIVARES PLEASANT CENTER	1208 Pleasant Ave , Los Angeles CA, 90033	12	1	1	2
258	2002	RESEDA HORIZONS	17831 San Jose St , Granada Hills CA, 91344	6	1	1	2
259	2002	SANTOS PLAZA APTS.	1608 W 36th Pl , Los Angeles CA, 90018	37	2	1	3
260	2002	SLOAN, PATRICE M. HINES	4747-1449 W 35th Pl, Los Angeles, CA 90018	5	1	1	2
261	2002	ST. GEORGE HOTEL	115 E 3rd St , Los Angeles CA, 90013	86	5	2	7
262	2002	TERRE ONE	5270 Avalon Blvd , Los Angeles CA, 90011	15	1	1	2
263	2002	TIDES SENIOR APARTMENTS	623 S Rampart Blvd , Los Angeles CA, 90057	36	2	1	3
264	2002	TRI-CITY APARTMENTS	VARIOUS LOCATIONS , LOS ANGELES CA, 90041	142	8	3	11
265	2002	VICTOR CLOTHING/LIVE WORK LOFT	240 S Broadway , Los Angeles CA, 90012	37	2	1	3
266	2002	WATTS DV CENTER - SITE B (NICOLET)	DV SITE , LOS ANGELES CA, 90002		0	0	0
267	2002	YANKEE HOTEL	501 E 7th St , Los Angeles CA, 90014	80	4	2	6
268	2003	PICO GRAMERCY	3201 W Pico Blvd , Los Angeles CA, 90019	71	4	2	6
269	2003	ALLESANDRO ST. APTS., (ANGELENO COURT)	1934 Allesandro St , Los Angeles CA, 90039	18	1	1	2
270	2003	APPLE TREE VILLAGE	9229 Sepulveda Blvd , North Hills CA, 91343	125	7	3	10
271	2003	BROADWAY VILLAGE I APARTMENTS	7800 S Broadway , Los Angeles CA, 90003	16	1	1	2
272	2003	CHANCELLOR I	3191 W 7th St , Los Angeles CA, 90005	101	6	3	9

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273	2003	GARCIA, ALVARO A. AND RAQUEL	1016 Echo Park Ave , Los Angeles CA, 90026	9	1	1	2
274	2003	HELENKAMP, MARION J.	2649 S Redondo Blvd , Los Angeles CA, 90016	8	1	1	2
275	2003	HFL VAN NUYS APARTMENTS	13457 W Van Owen St, Los Angeles, CA 91405	15	1	1	2
276	2003	IMPERIAL HIGHWAY APARTMENTS	1651 E Imperial Hwy , Los Angeles CA, 90059	14	1	1	2
277	2003	JENESSE CENTER, INC	4045 Nicolet Ave , Los Angeles CA, 90008	12	1	1	2
278	2003	LORENA TERRACE	611 S Lorena St , Los Angeles CA, 90023	49	3	1	4
279	2003	MANSI TOWN HOMES	4520 S Figueroa St, Los Angeles, CA 90037	21	2	1	3
280	2003	VERMONT CITY LIGHTS APARTMENTS	1011 W 42nd Pl , Los Angeles CA, 90037	31	2	1	3
281	2004	AFTON PLACE SENIOR APARTMENTS	6230 Afton Pl , Los Angeles CA, 90028	71	4	2	6
282	2004	ARDMORE CITY LIGHTS	747 S Ardmore Ave , Los Angeles CA, 90005	48	3	1	4
283	2004	ASTORIA VILLAGE	14211 Astoria St , Sylmar CA, 91342	6	1	1	2
284	2004	BALDWIN HOUSING ASSOCIATES LP	4070 Ursula Ave , Los Angeles CA, 90008	59	3	2	5
285	2004	HARBOR CITY LIGHTS	523 W 127th St , Los Angeles CA, 90044	56	3	2	5
286	2004	INGRAM PRESERVATION PROPERTIES	234 N Lake St , Los Angeles CA, 90026	140	7	3	10
287	2004	LAGUNA SENIOR APARTMENTS	4201 W Sunset Blvd , Los Angeles CA, 90029	64	4	2	6
288	2004	LAS BRISAS	8760 S Main St , Los Angeles CA, 90003	66	4	2	6
289	2004	MAIN STREET VISTAS	5950 S. Main St., Los Angeles CA 90003	49	3	1	4
290	2004	MAGNOLIA CITY LIGHTS	2885 Leeward Ave , Los Angeles CA, 90005	54	3	2	5

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291	2004	MIRAMAR CITY LIGHTS PROJECT	1417 W 3rd St , Los Angeles CA, 90017	49	3	1	4
292	2004	MT. ZION TOWERS SENIOR APARTMENTS	4827 S Central Ave , Los Angeles CA, 90011	118	6	3	9
293	2004	PICO NEW HAMPSHIRE APARTMENTS	1308 S New Hampshire Ave , Los Angeles CA, 90006	30	2	1	3
294	2004	RAINBOW APARTMENTS	635 S San Pedro St , Los Angeles CA, 90014	89	5	2	7
295	2004	SATICOY GARDENS	14649 Saticoy St , Van Nuys CA, 91405	30	2	1	3
296	2004	SHERATON TOWN HOUSE	2961 Wilshire Blvd , Los Angeles CA, 90010	142	8	3	11
297	2004	ST. ANNE'S TRANSITIONAL	155 N Occidental Blvd , Los Angeles CA, 90026	40	2	1	3
298	2005	CENTRAL VILLAGE	2000 S Central Ave , Los Angeles CA, 90011	85	5	2	7
299	2005	COLUMBUS PERMANENT HOUSING	8900 Columbus Ave , North Hills CA, 91343	6	1	1	2
300	2005	PALM VILLAGE SENIOR APARTMENTS	9034 Laurel Canyon Blvd , Sun Valley CA, 91352	60	3	2	5
301	2005	EMERALD TERRACE APARTMENTS	279 Emerald St , Los Angeles CA, 90026	85	5	2	7
302	2005	FIGUEROA PLACE APARTMENTS	1320 W Sunset Blvd , Los Angeles CA, 90026	32	2	1	3
303	2005	FLORES DEL VALLE	222 N Avenue 23 , Los Angeles CA, 90031	146	8	3	11
304	2005	PARTHENIA STREET SENIOR HOUSING	19455 Parthenia St , Northridge CA, 91324	77	4	2	6
305	2005	PENNY LANE - 15258 GRESHAM ST.	15258 W Gresgam St, CA 91343	6	1	1	2
306	2005	PISGAH VILLAGE	6000 Echo St , Los Angeles CA, 90042	47	3	1	4
307	2005	ROYALS APARTMENTS	717-721 W. EL SEGUNDO BLVD , LOS ANGELES CA, 90061	115	6	3	9
308	2005	TEMPLE VILLAS	1417 W Temple St , Los Angeles CA, 90026	52	3	2	5



#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
309	2005	TOLIVER, PATRICIA A.	228 W 111th Pl , Los Angeles CA, 90061	6	1	1	2
310	2005	WATERLOO HEIGHTS APARTMENT	1011 Waterloo St , Los Angeles CA, 90026	18	1	1	2
311	2005	WOODLAND TERRACE	1532-1538 W. NORDHOFF STREET , LOS ANGELES CA, 91343	31	2	1	3
312	2006	BRONSON COURTS	1227 N Bronson Ave , Los Angeles CA, 90038	32	2	1	3
313	2006	CARONDELET COURT APARTMENT HOMES	816 S Carondelet St , Los Angeles CA, 90057	33	2	1	3
314	2006	CHARLES COBB APARTMENTS	521 S San Pedro St , Los Angeles CA, 90013	76	4	2	6
315	2006	El Dorado Family Apts.	12129 El Dorado Ave.	60	3	2	5
316	2006	HART VILLAGE	6941 Owensmouth Ave , Canoga Park CA, 91303	47	3	1	4
317	2006	IVY TERRACE FKA THREE COURTYARDS	13751 Sherman Way , Van Nuys CA, 91405	52	3	2	5
318	2006	MORGAN PLACE SENIOR APARTMENTS	7301 Crenshaw Blvd , Los Angeles CA, 90043	55	3	2	5
319	2006	OSBORNE FAMILY APARTMENTS (aka Osborne Gardens (CRA))	12360 Osborne St , Pacoima CA, 91331	51	3	2	5
320	2006	ABBEY APARTMENTS	625 S San Pedro St , Los Angeles CA, 90014	115	6	3	9
321	2006	ALEGRIA APARTMENTS	801 W 23rd St , Los Angeles CA, 90007	15	1	1	2
322	2006	CAMINO AL ORO	330 W Avenue 26 , Los Angeles CA, 90031	102	6	3	9
323	2006	CASA DE ANGELES	4904 S Figueroa St , Los Angeles CA, 90037	49	3	1	4
324	2006	CLINTON FAMILY APARTMENTS	2114 Clinton St , Los Angeles CA, 90026	36	2	1	3
325	2006	CORONITA FAMILY APARTMENTS	204 Lucas Ave , Los Angeles CA, 90026	21	2	1	3
326	2006	HARVARD HEIGHTS	950 S Harvard Blvd , Los Angeles CA, 90006	47	3	1	4

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
327	2006	HFL VANOWEN APARTMENTS	14419 Vanowen St , Van Nuys CA, 91405	25	2	1	3
328	2006	JAMES WOOD APARTMENTS	1322 AND 1405 JAMES WOOD BLVD. , LOS ANGELES CA, 90015	61	4	2	6
329	2006	LYNDON HOTEL, THE	413 E 7th St , Los Angeles CA, 90014	53	3	2	5
330	2006	MANITOU VISTAS	3414 Manitou Ave , Los Angeles CA, 90031	48	3	1	4
331	2006	MANITOU VISTAS II	3416 E Manitou Ave, Los Angeles, CA 90031	21	2	1	3
332	2006	MARIPOSA PLACE APTS	5030 Santa Monica Blvd , Los Angeles CA, 90029	58	3	2	5
333	2006	MIMMIM TOWNHOMES	5417 S Figueroa St , Los Angeles CA, 90037	21	2	1	3
334	2006	NEW DANA STRAND TOWNHOMES	425 N Wilmington Blvd , Wilmington CA, 90744	116	6	3	9
335	2006	PANORAMA VIEW APARTMENTS	9222 N Van Nuys Blvd, CA 91402	87	5	2	7
336	2006	SECOND AVENUE PRESERVATIONS	1309 2nd Ave , Los Angeles CA, 90019	20	1	1	2
337	2006	SICHEL FAMILY APARTMENTS	1805 Sichel St , Los Angeles CA, 90031	37	2	1	3
338	2006	ST. ANDREWS ARMS APTS	1511 S ST ANDREWS PL 1-43 CA 90019	43	3	1	4
339	2006	STEVENSON MANOR	1230 Cole Ave , Los Angeles CA, 90038	61	4	2	6
340	2006	TESORO DEL VALLE	2301 Humboldt St , Los Angeles CA, 90031	121	7	3	10
341	2006	THE MEDITERRANEAN	1800 W Temple St , Los Angeles CA, 90026	26	2	1	3
342	2006	UNION POINT APARTMENTS	420 Union Dr Apt 426 , Los Angeles CA, 90017	21	2	1	3
343	2006	VILLAS DEL LAGO	456 S Lake St , Los Angeles CA, 90057	74	4	2	6
344	2006	VILLAS LAS AMERICAS	9618 Van Nuys Blvd , Panorama City CA, 91402	55	3	2	5
345	2006	WITMER HEIGHTS APARTMENT HOMES	116 Witmer St , Los Angeles CA, 90026	49	3	1	4

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
346	2007	29th Street Crossings	814 E 29th Street Los Angeles CA 90037	34	2	1	3
347	2007	ADAMS & CENTRAL MIXED USE DEVELOPMENT	1011 E Adams Blvd , Los Angeles CA, 90011	80	4	2	6
348	2007	Ardmore Apartments	959 S Ardmore Avenue Los Angeles CA 90004	48	3	1	4
349	2007	ASTURIAS SENIOR APARTMENTS	1640 S Sepulveda Blvd , Los Angeles CA, 90025	69	4	2	6
350	2007	BONNIE BRAE APARTMENT HOMES	501 S Bonnie Brae St , Los Angeles CA, 90057	53	3	2	5
351	2007	CANTABRIA SENIOR APARTMENTS	9640 Van Nuys Blvd , Panorama City CA, 91402	81	5	2	7
352	2007	MACARTHUR PARK METRO APTS PHASE A	1901 W 7th St , Los Angeles CA, 90057	90	5	2	7
353	2007	ORION GARDENS APARTMENTS	8947 Orion Ave , North Hills CA, 91343	32	2	1	3
354	2007	RITTENHOUSE SQUARE	3300 S Central Ave , Los Angeles CA, 90011	100	5	2	7
355	2007	SEVEN MAPLES SENIOR APARTMENTS	2530 W 7th St , Los Angeles CA, 90057	57	3	2	5
356	2007	The Hobart / aka HOBART HEIGHTS APT. HOMES	924 S Hobart Blvd, Los Angeles, CA 90006	49	3	1	4
357	2007	36TH & BROADWAY APTS	153 E 36th St 4775 S. Broadway , Los Angeles CA, 90011	27	2	1	3
358	2007	BONNIE BRAE VILLAGE APARTMENTS	200 S Bonnie Brae St , Los Angeles CA, 90057	93	5	2	7
359	2007	HARVARD CIRCLE	952 N Harvard Blvd , Los Angeles CA, 90029	40	2	1	3
360	2007	JAMES M. WOOD	506 San Julian St , Los Angeles CA, 90013	53	3	2	5
361	2007	MCCOY PLAZA	9305 Firth Blvd , Los Angeles CA, 90002	128	7	3	10
362	2007	NEW CARVER APARTMENTS	325 W 17th St , Los Angeles CA, 90015	97	5	2	7
363	2007	PICO/VETERAN SENIOR HOUSING PROJECT	10961 W Pico Blvd , Los Angeles CA, 90064	46	3	1	4

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
364	2007	RAYEN APARTMENTS	15320 Rayen St , North Hills CA, 91343	49	3	1	4
365	2007	ROSA PARKS VILLAS	2507 S Bronson Ave , Los Angeles CA, 90018	60	3	2	5
366	2007	ROSEWOOD GARDENS	502 N Berendo St , Los Angeles CA, 90004	54	3	2	5
367	2007	TOBERMAN VILLAGE	201 N. PALOS VERDES STREET , LOS ANGELES CA, 90731	49	3	1	4
368	2007	TRES LOMAS GARDEN APARTMENTS	4343 Toland Way , Los Angeles CA, 90041	46	3	1	4
369	2007	TWO WORLDS APARTMENTS	809 W 23rd St 1306 S. Westlake Avenue , Los Angeles CA, 90007	96	5	2	7
370	2008	ANDALUCIA SENIOR APARTMENTS	8101 Sepulveda Blvd , Panorama City CA, 91402	94	5	2	7
371	2008	DOWNTOWN WOMEN'S CENTER	434 S San Pedro St , Los Angeles CA, 90013	139	7	3	10
372	2008	RENATO APARTMENTS	527 San Julian St , Los Angeles CA, 90013	96	5	2	7
373	2008	Whittier Apartments	3551-3565 E Whittier Blvd Los Angeles CA 90023	59	3	2	5
374	2008	COLUMBUS SQUARE APARTMENTS	8557 Columbus Ave , North Hills CA, 91343	64	4	2	6
375	2008	MacArthur Park Metro (B)	678 So. Alvarado St.	82	5	2	7
376	2008	MAGNOLIA ON LAKE	201 S Lake St Apt 207 , Los Angeles CA, 90057	46	3	1	4
377	2008	MAYA TOWN HOMES	12005 S Broadway , Los Angeles CA, 90061	21	2	1	3
378	2008	MENLO PARK	831 W 70th St , Los Angeles CA, 90044	49	3	1	4
379	2008	MIRAMAR VILLAGE	240 S Westlake Ave , Los Angeles CA, 90057	114	6	3	9
380	2008	MY TOWN HOMES	12015 S Figueroa St , Los Angeles CA, 90061	21	2	1	3
381	2008	PROFESSIONAL HOUSING & DEVELOPMENT APTS.	1020 S Kingsley Dr 1401 S. Arlington Avenue 1810 S. Magnolia Avenue, Los Angeles CA, 90006	83	5	2	7

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
382	2008	SWANSEA PARK SENIOR APARTMENTS	1015 N Kingsley Dr , Los Angeles CA, 90029	82	5	2	7
383	2008	VENDOME PALMS APARTMENTS	975 N Vendome St , Los Angeles CA, 90026	36	2	1	3
384	2009	New Genesis Apartments	452 S. Main Street Los Angeles CA 90013	106	6	3	9
385	2009	STOVALL VILLAS	535 W 41st St , Los Angeles CA, 90037	32	2	1	3
386	2009	CROSSINGS AT NORTH HILLS	9311 N Sepulveda Blvd, CA 91343	38	2	1	3
387	2009	MAPLE TREE/CORONEL VILLAGE	935 S Boyle Ave , Los Angeles CA, 90023	48	3	1	4
388	2010	28th Street YMCA	1006 E. 28th Street Los Angeles CA 90011	49	3	1	4
389	2010	Boyle Hotel Apartments	101 N Boyle Ave , Los Angeles CA, 90033	51	3	2	5
390	2010	Chinatown Metro Apartments	808 N NORTH SPRING ST LOS ANGELES, CA 90012	123	7	3	10
391	2010	CUATRO VIENTOS	5331 Huntington Dr N 5310-5322 Almont , Los Angeles CA, 90032	25	2	1	3
392	2010	Juanita Villas aka LA KRETZ VILLAS	335 N Juanita Ave , Los Angeles CA, 90004	49	3	1	4
393	2010	Las Margaritas	115 N Soto St 319 N. Cummings St. , Los Angeles CA, 90033	42	3	1	4
394	2010	Montecito Terrace	14653 Blythe St 14726-28 Blythe St , Panorama City CA, 91402	98	5	2	7
395	2010	Sherman Village	18900 Sherman Way , Reseda CA, 91335	73	4	2	6
396	2010	The Crossings at North Hills	9311 Sepulveda Blvd , North Hills CA, 91343	38	2	1	3
397	2010	DANA STRAND SENIOR APARTMENTS	410 Hawaiian Ave , Wilmington CA, 90744	100	5	2	7
398	2010	GLASSELL PARK COMMUNITY HOUSING	3000 Verdugo Rd , Los Angeles CA, 90065	50	3	1	4
399	2010	GLENOAKS GARDENS	8925 Glenoaks Blvd , Sun Valley CA, 91352	61	4	2	6
400	2010	Linda Vista Nurses Building	610 S ST LOUIS ST CA 90023	23	2	1	3

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
401	2010	MILAN TOWN HOMES	10006 S Broadway , Los Angeles CA, 90003	16	1	1	2
402	2010	NEW GENESIS	1317 E 7th St , Los Angeles CA, 90021	30	2	1	3
403	2010	Willis Avenue Apartments	8904 Willis Ave , Panorama City CA, 91402	42	3	1	4
404	2011	5555 HOLLYWOOD	5555 Hollywood Blvd , Los Angeles CA, 90028	120	6	3	9
405	2011	Dunbar Village	Multi	83	5	2	7
406	2011	Figueroa Senior Housing	7621 S FIGUEROA ST 1-11 LOS ANGELES, CA 90044	35	2	1	3
407	2011	GATEWAYS APARTMENTS	505 S San Pedro St , Los Angeles CA, 90013	108	6	3	9
408	2011	La Corona Senior Apartments	15301 Lanark St , Van Nuys CA, 91406	87	5	2	7
409	2011	MENLO FAMILY HOUSING	1230 Menlo Ave , Los Angeles CA, 90006	60	3	2	5
410	2011	Normandie Terrace	540 S Normandie Ave , Los Angeles CA, 90020	66	4	2	6
411	2011	STEP UP ON VINE	1057 N VINE ST LOS ANGELES, CA 90038	34	2	1	3
412	2011	Vermont Avenue Apartments	4925 S Vermont Ave , Los Angeles CA, 90037	49	3	1	4
413	2011	Yale Street Family Housing	715 Yale St , Los Angeles CA, 90012	60	3	2	5
414	2011	Del Rey Square Senior Housing	11904 Culver Blvd , Los Angeles CA, 90066	124	7	3	10
415	2011	NOHO SENIOR VILLAS	5525 Klump Ave , North Hollywood CA, 91601	49	3	1	4
416	2011	Osborne Place Apartments	12230 Osborne Pl , Pacoima CA, 91331	64	4	2	6
417	2011	Star Apartments	640 E 6th St , Los Angeles CA, 90021	102	6	3	9
418	2011	Sunrise Apartments	5111 S Main St , Los Angeles CA, 90037	46	3	1	4
419	2012	Jefferson Boulevard and Fifth Avenue Apartments	2401 W Jefferson Blvd , Los Angeles CA, 90018	40	2	1	3
420	2012	JEFFERSON PARK TERRACE aka Mercy Housing Calwest	3011 S Western Ave , Los Angeles CA, 90018	60	3	2	5

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
421	2012	New Hampshire Family Housing	1037 S NEW HAMPSHIRE AVE CA 90006	52	3	2	5
422	2012	ROSSLYN HOTEL / TMBC-12-118785	112 W 5th St , Los Angeles CA, 90013	264	14	6	20
423	2012	The Gordon	1555 Gordon St , Los Angeles CA, 90028	21	2	1	3
424	2012	TOBIAS TERRACE	9247 Van Nuys Blvd , Panorama City CA, 91402	56	3	2	5
425	2012	BESWICK SENIOR APARTMENTS	3533 Beswick St , Los Angeles CA, 90023	33	2	1	3
426	2012	Figueroa Apartments	5216 S Figueroa St , Los Angeles CA, 90037	19	1	1	2
427	2012	LA PRO II	10311 S Western Ave , Los Angeles CA, 90047	63	4	2	6
428	2012	NEW PERSHING APARTMENTS	108 E 5th St 502 S. Main Street , Los Angeles CA, 90013	69	4	2	6
429	2012	ONE SANTA FE	100 S Santa Fe Ave , Los Angeles CA, 90012	438	22	9	31
430	2012	Osborne Street Apartments	12041 Osborne St , Sylmar CA, 91342	60	3	2	5
431	2012	PWC Family Housing	153 Glendale Blvd , Los Angeles CA, 90026	45	3	1	4
432	2012	Taylor Yard Apartments	1545 N San Fernando Rd , Los Angeles CA, 90065	68	4	2	6
433	2012	THE SERRANO	595 S Serrano Ave , Los Angeles CA, 90020	44	3	1	4
434	2012	The Whittier	3551 Whittier Blvd , Los Angeles CA, 90023	60	3	2	5
435	2013	BROADWAY VILLAS	9413 S Spring St , Los Angeles CA, 90003	49	3	1	4
436	2013	DAY STREET APARTMENTS / TMBC-12-118770	7639 Day St 7639-7653 W Day Street , Tujunga CA, 91042	46	3	1	4
437	2013	EAGLE VISTA / TM00-12-118878	4258 Eagle Rock Blvd , Los Angeles CA, 90065	56	3	2	5
438	2013	MICHAEL'S VILLAGE	7160 W Sunset Blvd 1442 N Formosa Ave , Los Angeles CA, 90046	24	2	1	3

#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
439	2013	MOONLIGHT VILLAS	12381 Osborne St , Pacoima CA, 91331	27	2	1	3
440	2013	Navy Village	1556 West Palos Verdes Drive North , Los Angeles CA, 90732	74	4	2	6
441	2013	RIO VISTA APARTMENTS / TMBC-12-118780	1515 N San Fernando Rd , Los Angeles CA, 90065	87	5	2	7
442	2013	ROLLAND CURTIS APARTMENTS	1077 W 38TH ST CA 90037	48	3	1	4
443	2013	Sherman Way Apartments	532 North San Benito ST CA 90033	30	2	1	3
444	2013	Taylor Yard Master Association	1311 N SAN FERNANDO ROAD A-C CA 90031	108	6	3	9
445	2013	The Six (Formerly Carondelet Apartments)	811 S CARONDELET ST CA 90057	52	3	2	5
446	2013	Young Burlington	820 S Burlington Ave , Los Angeles CA, 90057	21	2	1	3
447	2014	Blossom Plaza	900 N Broadway , Los Angeles CA, 90012	54	3	2	5
448	2014	LDK SENIOR APARTMENTS	900 Crenshaw Blvd , Los Angeles CA, 90019	67	4	2	6
449	2014	RIVERWALK AT RESEDA	18425 Kittridge St , Reseda CA, 91335	77	4	2	6
450	2014	Arlington Square	MULTI	48	3	1	4
451	2014	Beverly & Lucas	1416 W BEVERLY BLVD CA 90026	125	7	3	10
452	2014	Beverly Terrace	3314 W BEVERLY BLVD CA 90004	40	2	1	3
453	2014	EASTLAKE / ALTURA WALK	2516 Eastlake Ave 3211-3213 1/2 Altura Walk , Los Angeles CA, 90031	5	1	1	2
454	2014	Highland Park Transit Village	MULTI	60	3	2	5
455	2014	King 1101	1107 W MARTIN LUTHER KING JR BLVD CA 90037	26	2	1	3
456	2014	Knob Hill Apartments	2043 E 4th St , Los Angeles CA, 90033	39	2	1	3
457	2014	Linda Vista Apartments (Phase II)	610 S St Louis St , Los Angeles CA, 90023	97	5	2	7
458	2014	Marmion Way Apartments	3500 N MARMION WAY CA 90065	49	3	1	4
459	2014	MIRAGE TOWN HOMES	5221 S WESTERN AVE CA 90062	21	2	1	3
460	2014	Paloma Terrace	5000 S MAIN ST CA 90011	59	3	2	5
461	2014	Panama Apartments	403 E 5TH ST CA 90013	72	4	2	6
462	2014	PATH Metro Villas	335 N WESTMORELAND AVE CA 90004	72	4	2	6
463	2014	SAGE PARK	1302 W 177th St , Gardena CA, 90248	90	5	2	7



#	Plan Year	Activity Name	Address	# Units	Mobility	HV	Total
464	2014	Santa Cecilia Apartments	1750 E 1ST ST CA 90033	79	4	2	6
465	2014	South West View Apartments	3023 1/2 S WEST VIEW ST CA 90016	64	4	2	6
466	2014	Taylor Yard Senior Housing	1231 N SAN FERNANDO ROAD CA 90031	108	6	3	9
467	2014	The Campus at L.A. Family Housing	7843 N LANKERSHIM BLVD CA 91605	50	3	1	4
468	2014	THE PASEO AT CALIFORNIAN	1907 W 6th St , Los Angeles CA, 90057	53	3	2	5
469	2014	VERMONT VILLAS	16304 S Vermont Ave , Gardena CA, 90247	79	4	2	6
470	2014	Washington 722 TOD	722 E WASHINGTON BLVD CA 90011	55	3	2	5
471	2014	West Villas	6570 1/2 S WEST BLVD CA 90043	49	3	1	4
472	2014	WINNETKA SENIOR APARTMENTS	20750 Sherman Way , Winnetka CA, 91306	95	5	2	7
		Subtotal- Federal Funds	472	25,292	1,490	747	2,237
		Subtotal- City Bonds	126	11,962	658	291	949
		Subtotal - CRA	131	9,719	543	265	808
		Total - All Projects	729	46,973	2,691	1,303	3,994

Properties Transferred from CRA  
# 9583

(No federal funds)

#	Construction Start Date	Project Name	Property	Total Units	Mobility	HV	Total
1	1/1/1978	Angeles Plaza I	245-255 S. Hill Street, Los Angeles CA 90012	761	39	16	55
2	1/1/1980	Van Nuys Apartments	210 W. 7th St., Los Angeles CA 90014	299	15	6	21
3	5/5/1981	Angeles Plaza II	200 Olive St., Los Angeles CA 90012	332	17	7	24
4	1/1/1985	Montecito Apartments	6650 Franklin Ave, Los Angeles CA 90028	118	6	3	9
5	5/7/1985	Young Apartments	1621 Grand Ave., Los Angeles, CA 90015	66	4	2	6
6	1/1/1986	Metropolitan (Skyline)	950 S. Flower, Los Angeles CA 90010	270	14	6	20
7	9/24/1987	Russ Hotel	517-523 S. San Julian Street, Los Angeles, CA 90013	16	1	1	2
8	8/31/1990	Village Acquisition II	20422 Parthenia Street, Los Angeles, CA 91306	12	1	1	2
9	9/7/1990	Village Acquisiton 3 Baird	6542 Baird Avenue, Los Angeles, CA 91335	6	1	1	2
10	9/17/1990	Village Acquistion 3 Archwd	23801 Archwood Street, Los Angeles, CA 91307	6	1	1	2
11	6/28/1991	Casa Loma Apartments	379 Loma Drive, #1, Los Angeles, CA 90017	110	6	3	9
12	8/2/1991	Pershing Hotel/New Pershing Apts.	500 South Main Street, Los Angeles, CA 90013	67	4	2	6
13	8/10/1991	Central Avenue Villa Apts.	4051 South Central Avenue, Los Angeles, CA 90011	20	1	1	2
14	1/1/1992	11th Avenue Apartments	6720 11th Avenue, Los Angeles, CA 90043	22	2	1	3
15	6/1/1992	Tuelyn Terrace	1250 S. Western Avenue Los Angeles CA 90006	90	5	2	7
16	6/12/1992	Produce Hotel	676 Central Avenue Los Angeles CA 90015	110	6	3	9

Properties Transferred from CRA

# 9584

(No federal funds)

#	Construction Start Date	Project Name	Property	Total Units	Mobility	HV	Total
17	6/15/1992	Arlington Rodeo Apartments	3804 S. Arlington Avenue Los Angeles CA 90018	29	2	1	3
18	6/30/1992	Florence Avenue Villas	908-916 W Florence Ave., Los Angeles CA 90044	20	1	1	2
19	7/20/1992	Casa Gloria	1440-52 Temple Street Los Angeles CA 90026	46	3	1	4
20	7/27/1992	Valley Village Condos	8624 De Soto Ave. # 124 & 134 Los Angeles CA 91304	6	1	1	2
21	9/15/1992	Florence Crittenton Center	234 East Avenue 33 Los Angeles CA 90031	58	3	2	5
22	9/16/1992	3804 Wisconsin Apartments	3804 Wisconsin Street Los Angeles CA 90037	11	1	1	2
23	10/13/1992	Kraemer Apartments	1232 S Lake St., Los Angeles CA 90006	17	1	1	2
24	10/15/1992	Great Expectations	17026 Rinaldi Avenue Granada Hills CA 91335	12	1	1	2
25	11/20/1992	New Opportunities For Living	9205 Valjean Street Los Angeles CA	6	1	1	2
26	11/20/1992	New Opportunities For Living	16102 Acre Street Los Angeles CA 90028	6	1	1	2
27	11/20/1992	P.A.T.H. Servicenter	2346 Cotner Avenue Los Angeles CA 90064	30	2	1	3
28	2/1/1993	Harmony St. Partnership James Jackson	5316-20 Harmony Ave., North Hollywood CA 91601	18	1	1	2
29	3/30/1993	La Brea/Franklin Apartments	1801 La Brea Avenue Los Angeles CA 90046	40	2	1	3
30	6/1/1993	Central Avenue Village Square	5301-5321 S. Central Avenue Los Angeles CA 90011	45	3	1	4
31	6/1/1993	Courtland Hotel	520 S Wall Street Los Angeles CA 90013	97	5	2	7
32	6/1/1993	Villa Esperanza	255 E 28th Street Los Angeles CA 90011	82	5	2	7

Properties Transferred from CRA

# 9585

(No federal funds)

#	Construction Start Date	Project Name	Property	Total Units	Mobility	HV	Total
33	6/23/1993	Crescent Court Apartments	1400-1435 12th Street Los Angeles CA 90015	32	2	1	3
34	6/30/1993	Marion Hotel	642 S. Crocker Street Los Angeles CA 90021	46	3	1	4
35	6/30/1993	Senator Hotel	729 S Main Street Los Angeles CA 90014	99	5	2	7
36	7/15/1993	Ballona Villa	5026 W Slauson Ave., Los Angeles CA 90066	10	1	1	2
37	7/15/1993	Berendo Street Apartments	226 S. Berendo Street Los Angeles CA 90010	48	3	1	4
38	7/15/1993	Carlton Apartments	5425 Carlton Way Hollywood CA 90027	24	2	1	3
39	7/21/1993	Weldon Hotel	507 E. Maple Avenue Los Angeles CA	58	3	2	5
40	7/23/1993	Elmer Investment Group (5519 Elmer Ave)	5519 Elmer Ave., NH, CA 91601	12	1	1	2
41	8/4/1993	Navy Street Apartments	102 Navy Street Venice CA 90291	14	1	1	2
42	8/13/1993	L.A. Gay & Lesbian Center	1625 N. Schrader Blvd. Hollywood CA 90028	24	2	1	3
43	9/1/1993	Carter House Apartments	449 W. 78th Street Los Angeles CA 90003	21	2	1	3
44	9/1/1993	Yorkshire Hotel	710-712-1/2 Broadway, Los Angeles CA 90014	98	5	2	7
45	10/1/1993	Arirang Senior Housing	1725 N. Whitley Avenue Los Angeles CA 90028	74	4	2	6
46	10/11/1993	Fame Gardens	3730 West 27th Street Los Angeles CA 90018	81	5	2	7
47	10/14/1993	Grand Central Square Project	N. 1/2 Blk.: Hill/3rd/b'dway Los Angeles CA 90013	121	7	3	10
48	11/23/1993	Hollywood El Centro Apartments	6211 Delongpre Avenue Los Angeles CA 90028	88	5	2	7

Properties Transferred from CRA

# 9586

(No federal funds)

#	Construction Start Date	Project Name	Property	Total Units	Mobility	HV	Total
49	12/27/1993	Colden Oaks Apartments	203 N. Colden Avenue Los Angeles CA 90003	38	2	1	3
50	1/3/1994	Edward Hotel	713 E. 5th Street Los Angeles CA 90013	47	3	1	4
51	6/16/1994	Fumbah Manor	832-838 S. Lake Street Los Angeles CA 90006	16	1	1	2
52	6/21/1994	La Villa Mariposa	345 S Columbia Ave. Los Angeles CA 90017	115	6	3	9
53	6/23/1994	Adams-Western	2635 S Western Avenue Los Angeles CA 90018	52	3	2	5
54	6/27/1994	1732 W. 24th Street Property	1732 W. 24th Street Los Angeles CA 90007	12	1	1	2
55	8/1/1994	Filipino Service Group	135 N Park View St., Los Angeles, CA 90057	20	1	1	2
56	8/1/1994	Telacu Vistas Del Sol	4900 Via Marisol Los Angeles CA 90015	100	5	2	7
57	9/1/1994	Villa Del Pueblo	1441 S. Hope Street Los Angeles CA 90014	81	5	2	7
58	9/26/1994	Hotel Cortez ( La Posada)	375 S. Columbia Avenue Los Angeles CA 90017	60	3	2	5
59	9/30/1994	Liberty Village	22439 Marlin Place Los Angeles CA 91307	6	1	1	2
60	10/1/1994	Budlong Avenue Apartments	2727 S Budlong Avenue Los Angeles CA 90007	12	1	1	2
61	11/1/1994	Casa Carondelet	130 S Carondelet Street Los Angeles CA 90057	18	1	1	2
62	12/1/1994	Brynhurst Avenue Apartments	6603 Brynhurst Avenue Los Angeles CA	8	1	1	2
63	12/1/1994	Martha Bryant Manor Apartments	8300 & 8327 S. Hoover St. Los Angeles CA 90044	77	4	2	6
64	12/5/1994	P & P Home For The Elderly	1030 W 85th Street Los Angeles CA 90044	106	6	3	9

Properties Transferred from CRA

# 9587

(No federal funds)

#	Construction Start Date	Project Name	Property	Total Units	Mobility	HV	Total
65	4/20/1995	Casa Heiwa	231 E. Third Street Los Angeles CA 90012	100	5	2	7
66	6/1/1995	Gelt Properties	5050 Tujunga Ave., NH, CA 90601	25	2	1	3
67	7/1/1995	1755 W Adams Blvd Property	1755 W Adams Blvd Los Angeles CA 90018	39	2	1	3
68	7/20/1995	Viereck, Victor & Brenda	5640 Bakman Avenue Los Angeles CA 91601	7	1	1	2
69	9/28/1995	Boyd Hotel	224 S. Boyd St. Los Angeles CA 90013	61	4	2	6
70	10/10/1995	Rio Vista Village	1310-1320 S. Rio Vista Avenue Los Angeles CA 90023	75	4	2	6
71	12/1/1995	Viereck, Victor & Brenda	5653 Bakman Avenue Los Angeles CA 91601	5	1	1	2
72	12/8/1995	T M Chambers Manors	2620 & 2645-53 Menlo Avenue Los Angeles CA 90007	19	1	1	2
73	1/10/1996	Los Angeles House Of Ruth	605 N Cummings Street Los Angeles CA 90033	24	2	1	3
74	1/10/1996	Los Angeles House Of Ruth	609 N Cummings Street Los Angeles CA 90033	15	1	1	2
75	1/16/1996	Villa Metropolitan	1324-28 S Hope Street Los Angeles CA 90015	53	3	2	5
76	2/16/1996	Wilcox Apartments	1805 N. Wilcox Avenue Los Angeles CA 90028	23	2	1	3
77	6/1/1996	Parkside Apartments	900 S Grand Avenue Los Angeles CA 90015	79	4	2	6
78	6/1/1996	Twin Palms Apartments	3044 Leeward Ave., Los Angles CA 90026	19	1	1	2
79	9/1/1996	Hollywood Silvercrest	5941 Hollywood Boulevard Los Angeles CA 90028	99	5	2	7
80	10/1/1996	Harmony Gardens	5239 Harmony Ave., North Hollywood, CA 91601	14	1	1	2

Properties Transferred from CRA

# 9588

(No federal funds)

#	Construction Start Date	Project Name	Property	Total Units	Mobility	HV	Total
81	11/30/1996	Golden Years Senior Apartments	11330 Otsego Street North Hollywood CA 91601	91	5	2	7
82	4/17/1997	Freedom House	845 S. Lake Street Los Angeles CA 90057	32	2	1	3
83	7/30/1997	Palmer House Hotel	538 S. Wall Street Los Angeles CA 90013	67	4	2	6
84	8/1/1997	Villa Flores Apartments	1020 S Flower Street Los Angeles CA 90015	75	4	2	6
85	10/1/1997	HFL Garden Villa Homes	5528-5532 Klump Avenue North Hollywood CA 90601	25	2	1	3
86	11/1/1997	Villa De Esperanza	1401 S Hope Street Los Angeles CA 90011	88	5	2	7
87	12/1/1997	1747 Normandie Avenue Apts.	1747 N. Normandie Avenue Los Angeles CA 90027	16	1	1	2
88	5/21/1998	Edru & Associates	1032 West 18th Street 90015	27	2	1	3
89	9/28/1998	Adams, Eli & Barbara Ann	3027 Brighton Avenue Los Angeles CA 90018	26	2	1	3
90	10/27/1998	Geilim, Gilbert & Violet	1524-1528 1/2 W. 11th Place Los Angeles CA 90015	6	1	1	2
91	7/28/1999	Thropay Rueben & Carol	2110 Bonsallo Ave., Apts #1-#8 Los Angeles, CA 90007	8	1	1	2
92	7/31/2000	Friedman, Morris & Shirley	5519 Bonner Ave., Apts. #1-8 N. Hollywood CA 91601	8	1	1	2
93	11/22/2000	Irolo Senior Housing	3315-29 W. 8th Street Los Angeles CA 90005	47	3	1	4
94	7/19/2001	Wisconsin III Apartments	3790 Wisconsin Street Los Angeles CA 90007	26	2	1	3
95	2/20/2002	Hollyview Apartment	5411 Hollywood Blvd. Hollywood CA 90027	100	5	2	7
96	12/1/2002	Gas Company Lofts	800-820 S Flower St., Los Angeles CA 90017	251	13	6	19

Properties Transferred from CRA

# 9589

(No federal funds)

#	Construction Start Date	Project Name	Property	Total Units	Mobility	HV	Total
97	12/30/2002	Metropolitan Lofts	1050 S. Flower St., Los Angeles CA 90015	264	14	6	20
98	2/7/2003	Klump	5120 Klump Ave North Hollywood CA 91607	26	2	1	3
99	11/3/2003	Grand & Venice Apartments	1500 S Grand Avenue Los Angeles CA 90015	62	4	2	6
100	12/1/2003	Views At 270	5445 W. Sunset Blvd. Los Angeles CA 90027	56	3	2	5
101	5/1/2004	Hikari Apartments	375 E. 2nd St., Los Angeles, CA 90012	128	7	3	10
102	7/1/2004	Bellevue Apartments	1809 W 11th St., Los Angeles CA 90006	58	3	2	5
103	10/20/2004	Broadway Village II	5101 S. Broadway Los Angeles CA 90037	60	3	2	5
104	1/1/2005	Wilshire Vermont Station Apartments	648 S Vermont Ave., Los Angeles CA 90010	449	23	9	32
105	11/15/2005	Jovenes, Inc.	1320 Pleasant Ave Los Angeles CA 90033	6	1	1	2
106	11/30/2005	Villa Del Sol Apartments	11971 Allegheny Street Sun Valey CA 91352	103	6	3	9
107	1/1/2006	Security Lofts	510 S. Spring Street, Los Angeles, CA 90013	151	8	4	12
108	5/1/2006	Pascual Reyes Apartments	1413 W. Connecticut St. Los Angeles CA 90015	13	1	1	2
109	11/15/2006	Alexandria Hotel	501 S Spring Street Los Angeles CA 90013	463	24	10	34
110	1/1/2007	Downtown Women's Center	434 S. San Pedro St., Los Angeles, CA 90013	74	4	2	6
111	2/1/2007	1600 Vine (Hollywood and Vine)	1600 N. Vine Street Los Angeles CA 90028	375	19	8	27
112	3/1/2007	Bricker Building Housing	1671 N Western Avenue Los Angeles CA 90028	16	1	1	2



Properties Transferred from CRA  
# 9590

(No federal funds)

#	Construction Start Date	Project Name	Property	Total Units	Mobility	HV	Total
113	11/1/2007	Rosslyn Lofts	451 S Main Street Los Angeles CA 90013	298	15	6	21
114	12/1/2008	Alexandria House	510 S Alexandria Ave Los Angeles CA 90020	16	1	1	2
115	12/15/2008	Hollywood Bungalow Court Apartments	1721 N Kingsley Avenue Hollywood CA 90027	42	3	1	4
116	10/1/2009	Martin Luther King Apartments	991 E Martin Luther King Jr Blvd Los Angeles CA 90011	17	1	1	2
117	1/1/2010	YWCA Job Corp. Urban Campus	1016 S. Olive St., Los Angeles CA 90015	200	10	4	14
118	1/20/2010	Bethany Senior Apartments	8401 S Hoover Los Angeles CA 90044	80	4	2	6
119	1/31/2010	Coronel Apartments	1600 N Serrano Los Angeles CA 90000	54	3	2	5
120	3/1/2010	Mosaic Apartments	1521 W Pico Blvd Los Angeles CA 90015	56	3	2	5
121	5/14/2010	Seventh and Coronado Apartments	2614 W 7th Street Los Angeles CA 90057	68	4	2	6
122	7/1/2010	Whittier Apartments	3551-3565 E Whittier Blvd Los Angeles CA 90023	59	3	2	5
123	11/1/2010	Sunrise Apartments	5111 S Main Street Los Angeles CA 90037	46	3	1	4
124	11/1/2010	T A Y Facility Housing	4775 S Broadway Los Angeles CA 90037	27	2	1	3
125	1/15/2011	NoHo Senior Artists Colony	10747 Magnolia Blvd North Hollywood CA 91601	126	7	3	10
126	4/1/2011	Gateways Transitional Housing	440 N Hoover Street Los Angeles CA 90026	18	1	1	2
127	6/1/2011	Ecovillage	117 Bimini Place Los Angeles CA 90004	40	2	1	3

Properties Transferred from CRA  
# 9591

(No federal funds)

#	Construction Start Date	Project Name	Property	Total Units	Mobility	HV	Total
128	7/1/2011	Canby Woods	7238 Canby Avenue Reseda CA 91335	98	5	2	7
129	12/1/2011	Caroline Severance Manor	2914 W 8th Street Los Angeles CA 90005	85	5	2	7
130	12/1/2011	Pacific Avenue Arts Colony	339 S. Pacific Ave., San Pedro, CA 90731	49	3	1	4
131	1/1/2012	Argyle Apartments	1560-1600 N Western Ave/5446 W Carlton Way, Los Angeles CA 90027	40	2	1	3
Total units				9,719	543	265	808

#	Issue Date	Project	Address	Total Units	Mobility	HV	Total
1	2/2/93	Baldwin Villas Plaza (202)	3939 Marlton Ave	202	11	5	16
2	2/2/93	Buckingham Apts (83)	3939 Marlton	83	5	2	7
3	2/2/93	Ethel Arnold Bradley (81) - (Casden Acquired)	7850 Normandie	81	5	2	7
4	2/2/93	Lankershim Arms (56)	7620-28 Lankershim	56	3	2	5
5	10/1/93	Imogene Coop. Housing (16)	716 Imogene	16	1	1	2
6	10/1/93	Beth Am Manor (49)	1073 South La Cienega	49	3	1	4
7	10/1/93	Bonita Ranch (48)	14320 Foothill	48	3	1	4
8	10/1/93	Glenoaks Townhomes (48)	14164 Foothill	48	3	1	4
9	12/1/93	Diane Apts	Scattered Sites	61	4	2	6
10	12/29/93	#1, Seven Palms	12831 San Fernando Rd., Sylmar	68	4	2	6
11	12/29/93	#10	6925 Haskell Ave., Van Nuys	26	2	1	3
12	12/29/93	#11	15040 Moorpark St., Sherman Oaks	24	2	1	3
13	12/29/93	#12	8808 Darby Ave., Northridge	40	2	1	3
14	12/29/93	#17	6228 Futlon Ave., Van Nuys	30	2	1	3
15	12/29/93	#19, Excalibur Apartments	6645 Woodman Aveneue, Van Nuys	46	3	1	4
16	12/29/93	#21	6650 Whitsett Ave., North	24	2	1	3
17	12/29/93	#22	14255 Tyler St., Sylmar	18	1	1	2
18	12/29/93	#24	12767 San Fernando Rd., Sylmar	24	2	1	3
19	12/29/93	#25	18356-60 Napa St., Northridge	16	1	1	2
20	12/29/93	#26	14259 Burbank Blvd., Van Nuys	6	1	1	2

#	Issue Date	Project	Address	Total Units	Mobility	HV	Total
21	12/29/93	#3, Superior Place	17810 Superior St., Northridge	44	3	1	4
22	12/29/93	#30, Panorama Continental	8437 Cedros Ave., Panorama City	60	3	2	5
23	12/29/93	#35	9225 Topanga Canyon, Chatsworth	24	2	1	3
24	12/29/93	#38, The Saticoy Villas	20316 Saticoy St., Canoga Park	45	3	1	4
25	12/29/93	#44	6959 Woodman Ave., Van Nuys	16	1	1	2
26	12/29/93	#6, Sherway Villa	17808 Sherman Way, Reseda	100	5	2	7
27	12/29/93	#8	7915 Vineland Ave., Sun Valley	30	2	1	3
28	12/1/94	Mahal Apartments	744 S. Catalina (6 locations)	242	13	5	18
29	12/1/94	Halstead Landmark Apts.	18402 Halstead St., Northridge	56	3	2	5
30	12/1/94	Owens Royale	7628 Owensmouth Ave., Canoga Park	24	2	1	3
31	12/1/94	Saticoy Terraces	21523 Saticoy St., Canoga Park	20	1	1	2
32	12/1/94	Tarragon Realty Investors Inc.	1170 S Norton Ave., LA	56	3	2	5
33	12/1/94	Vanowen Plaza	20711 Vanowen, Canoga Park	49	3	1	4
34	6/1/95	Canby Court	8757 Canby Ave., Northridge	60	3	2	5
35	6/1/95	Citronia Apartments	18550 Citronia St., Northridge	78	4	2	6
36	6/1/95	Park Merridy	17819 Merridy St., Northridge	131	7	3	10
37	6/1/95	Tarzana Terraces	18601 Hatteras St., Tarzana	193	10	4	14
38	10/1/95	Darby Villas	6727 Darby Ave., Reseda	47	3	1	4

#	Issue Date	Project	Address	Total Units	Mobility	HV	Total
39	10/1/95	Natick Place	4701 Natick Ave., Sherman Oaks	122	7	3	10
40	10/1/95	Oliveview Garden Apts.	14500 Olive View Dr.	98	5	2	7
41	10/1/95	Saticoy Villas	20358 Saticoy St., Canoga Park	44	3	1	4
42	10/1/95	Sherman Oaks Garden/Villa	5415-5425 Sepulveda, Sherman Oaks	76	4	2	6
43	10/1/95	Sophia Ridge Apts	9601-9261 Reseda Blvd., Northridge	112	6	3	9
44	10/1/95	Woodbridge Park Apts.	11220 Moorpark St	77	4	2	6
45	12/1/95	House LA III/Village Pointe	17171 Roscoe Blvd., Northridge	268	14	6	20
46	10/1/96	14757 Sherman Way	14757 Sherman Way, Van Nuys	84	5	2	7
47	10/1/96	Fountain Terrace	8601-8607 Balboa Blvd	40	2	1	3
48	10/1/96	Kittridge Park Villas	18303 Kittridge St., Reseda	39	2	1	3
49	10/1/96	The New Yorker	13951 Moorpark St., Sherman Oaks	34	2	1	3
50	10/1/96	Villa Vincennes	18411 Vincennes St., Northridge	57	3	2	5
51	1/1/97	Arleta Park	14104 Van Nuys Blvd	24	2	1	3
52	1/1/97	Cunningham Village	2300 S. Victoria	35	2	1	3
53	1/1/97	Wadsworth Park	43rd and Wadsworth Ave.	21	2	1	3
54	5/1/97	Ridgecroft Apts	9555 Reseda, Northridge	158	8	4	12
55	7/31/97	House LA V -- 523 S. Rampart Blvd.	523 S. Rampart Blvd. (30 units)	30	2	1	3
56	7/31/97	Mission Village Terrace Apts	4001 Mission Rd., El Sereno	84	5	2	7
57	2/24/99	Western/Carlton Apts (REFND 1994 B, 1995 B, 1996 A)	5437 Carlton Way, Los Feliz	61	4	2	6

#	Issue Date	Project	Address	Total Units	Mobility	HV	Total
58	6/1/99	Alegria Apts	1953 Estrella	12	1	1	2
59	6/2/99	Baldwin Village Apts	3939 Ursula Ave, 4729 Tacana St., 4040 Nicolet Ave., 3919 Nicolet Ave., 6122 11th Ave.	147	8	3	11
60	6/1/99	Fountain Park Apts at Playa Vista, Phases I & II	13141 Fountain Park Drive, Playa Vista	705	36	15	51
61	6/1/99	Preservation I ProjectJPM	1051 W. 42nd Pl., 300 E. 51st St., 2647 Halldale Ave., 1758 W. 49th St., 3012 Halldale Ave.	175	9	4	13
62	6/1/99	Preservation II ProjectJPM	1225 W. 36th St.	109	6	3	9
63	6/1/99	Preservation III ProjectJPM	1122 W. 37th Dr.	48	3	1	4
64	6/1/99	Preservation IV ProjectJPM	1045 W. 18th St.	30	2	1	3
65	6/1/99	Preservation V ProjectJPM	1038 S. Ardmore St.	124	7	3	10
66	6/9/00	Flourishing Meadows	1016 W. 83rd Street	86	5	2	7
67	8/16/00	University Gardens (FNMA's Forward) - 5,684,230 total	1200-1270 Jefferson Blvd.	113	6	3	9
68	9/14/00	Watts/Athens Preservation XVII - RFND 1994 A&B	2010 Chariton St., 623 W. 92nd St., 1371 W. Vernon St., 503 W. 70th St., 538, 602, 717 W. 81st St., 5270 Avalon, 310 W. 102nd, 10207, 10213, 10217 & 10220 S. Broadway	72	4	2	6

#	Issue Date	Project	Address	Total Units	Mobility	HV	Total
69	8/2/01	Cesar Chavez Garden (Cathay Bank's Private Placement)	555 Cesar Chavez Blvd.	47	3	1	4
70	8/13/01	Park Plaza W. Sr. Apts ProjeJPM, TE Bonds (FHA)	Corner of Vanowen & Whitsett	184	10	4	14
71	11/29/01	Projects in Curtis Johnson Apts issue	866 W 42nd St., 1213 W 39th St., 897-903 W Vernon St., 727 W 47th St.	37	2	1	3
72	11/29/01	TriCity Housing, (Inc. Refund 1997-C: \$7,165,000)	10803 Avalon Blvd., 511-517 Mariposa St., 1139-1145 Colorado Blvd.	148	8	3	11
73	11/30/01	San Regis Apts (Bellagio), Tax Exempt Bonds	15434-15460 Sherman Way	390	20	8	28
74	12/6/01	Broadway Plaza Apts. Tax Exempt Bonds (2003D Refunding)	901 South Broadway	82	5	2	7
75	12/6/01	San Lucas Apts, Tax Exempt Bonds	1221 West 7th St.	196	10	4	14
76	12/14/01	Verde del Oriente Preservation ProjeJPM, TE Bonds	323-349 W 3rd St.	113	6	3	9
77	4/15/02	Fountain Park Project	13151-75 Fountain Park Dr.	296	15	6	21
78	4/15/02	Project in Fountian Park Issue	5389-99 Playa Vista Dr.	168	9	4	13
79	12/23/02	LA Preservation 78	Scattered Sites	78	4	2	6
80	7/28/04	Project in Witmer Preservation Issue	1501 Miramar St.	90	5	2	7
81	7/28/04	Witmer Preservation	201 to 231 Witmer St.	238	12	5	17
82	3/11/05	Broadway Village II (\$5,573,000) & 2005A Amend. \$1,200,000	5101 S. Broadway	50	3	1	4

#	Issue Date	Project	Address	Total Units	Mobility	HV	Total
83	4/29/05	Hartford Ave.	440-458 Hartford Ave	66	4	2	6
84	7/27/05	Laguna Sr. Apts.	4201 W. Sunset Blvd	64	4	2	6
85	7/27/05	Project in Laguna Sr Apt Issue	1193 Myra Ave.	18	1	1	2
86	12/28/05	Lexington A & B Apts	3035 Sierra St., 634 N. Kingsley Dr., 1141 N. Westmoreland Ave., 4612 Lexington Ave. 4829 Lexington Ave., 2521 S. Juliet St., 1531 W. Adams Blvd., 7219 S. San Pedro St. 2607 S. Mansfield Ave., 10607 Kalmia St., 1835 W. 25th St., 1317 E. 23rd St. 1145 24th St., 1386 E. 20th St., 1151 E. 20th St.	205	11	5	16
87	12/31/05	Leeward A & B Apts., including Turner towers Apartments	10915 S. Figueroa St., 1134 w. 17th St., 230 w. 88th Pl., 2818 Leeward Ave., 5426 Sierra Vista Ave., 10510 Avalon Blvd., 10634 S. Central Ave., 10648 S. Central Ave., 1144 E. 92nd St., 1206 E. 105th St., 8318 S. Main St., 1130 West Blvd., 1811 & 1815 W. 36th Pl., 2809 West Blvd., 2828 West Blvd., 3918 La Salle Ave., 14722 Lemoli Ave. Gardena	232	12	5	17
88	4/24/06	Projects in Central City Issue	1810 W. 12th St., 1321 W. 9th St.	29	2	1	3



#	Issue Date	Project	Address	Total Units	Mobility	HV	Total
89	5/3/06	Windward A&B	2131 S. Hoover, 1514 W. 20th, 621 W 81st, 4817 - 25 1/2 Saturn, 2815 West Blvd., 1253 W. 39th, 3881 Denker, 2730 S Normandie, 3922 W 27th, 710 W 30th, 111 W 99th, 120 W 78th, 219 E 87th Pl., 2210 La Salle, 621 W 84th, 636 E 108th, 651 E 108th, 7512-24 S San Pedro	180	9	4	13
90	7/31/06	Concord A&B	1348 Ingraham, 522 S. Union, 743 S. Carondelet, 1801 N. Alexandria, 1350 S Bonnie Brae, 1546 W 11th Pl., 2674 W James Wood, 3030 San Marino	190	10	4	14
91	10/27/06	Abbey Apts.	618 S San Julian, 625-633 S. San Pedro	144	8	3	11
92	12/19/06	Stevenson Manor	1230 N. Cole Ave	61	4	2	6
93	4/6/07	Central Village	2000 S. Central Ave	85	5	2	7
94	4/6/07	Morgan	7301-7315 S. Crenshaw Blvd	55	3	2	5
95	4/28/07	Queen Apts	2620 Orchard Ave., 445-451 S Lucas Ave., 516 S Union Ave., 5217 W Marathon St.	96	5	2	7
96	7/18/07	HDR Preservation Proj	2375 Scarff St., 2714 Orchard Ave., 1063 W. 39th Place, 1040 W. 43rd St., 1733 W. 58th St., 111 S. Ave. 63, 2747 Newell, 811 N. Heliotrope Drive	97	5	2	7
97	12/1/07	Colorado Terrace (see MF 2002H)	2455 Colorado Blvd.	70	4	2	6
98	12/20/07	Harbor Tower	340 South Mesa	180	9	4	13

#	Issue Date	Project	Address	Total Units	Mobility	HV	Total
99	12/20/07	MacArthur Park Tower	450 Grand View St.	183	10	4	14
100	4/4/08	Burns Manor	8155 Foothill Blvd., Sunland, CA 91040	82	5	2	7
101	4/9/09	Academy Hall	12010 S. Vermont Ave., Los Angeles, CA 90044	46	3	1	4
102	7/9/10	Toberman	142 W Santa Cruz St	49	3	1	4
103	6/23/11	Canby Woods Housing	7238 Canby Ave	98	5	2	7
104	8/24/11	Figueroa Senior Hsg	7621 S Figueroa	35	2	1	3
105	3/23/12	Vineland Senior Hsg	4900 Vineland Avenue	82	5	2	7
106	5/15/12	Vista Angelina	418 N. East Edgeware Road	108	6	3	9
107	9/19/12	Fickett Towers	14801 Sherman Way	198	10	4	14
108	10/23/12	Oakridge Family Homes	15455 Glenoaks Blvd	60	3	2	5
109	12/19/12	Parcel M- Grand Ave	225 S Grand Ave	271	14	6	20
110	12/19/12	Seven Palms	12831 San Fernando Rd	65	4	2	6
111	3/8/13	Hamlin Estate Apts	11735 Hamlin St	30	2	1	3
112	6/7/13	Freeman Villas	12295 Westmoreland	41	3	1	4
113	6/13/13	Banning Villas	1100 N. Banning Blvd	90	5	2	7
114	8/15/13	Harbor Village	981 Harbor Village Drive	400	20	8	28
115	9/25/13	Vistas Seniors	15211 Sherman Way	84	5	2	7
116	9/25/13	West Valley Towers	14650 W. Sherman Way	97	5	2	7
117	9/30/13	Silverlake	3740 Evans St.	88	5	2	7
118	11/21/13	Hollywoodland	1206 & 1222 N Gower St., 977 N Wilton Pl., 5155 & 5169 W Marathon St., 1438 N Gordon St.	83	5	2	7
119	12/11/13	Wyandotte	14630 Wyandotte St.	88	5	2	7
120	6/18/14	Laurel Village	9700 N Laurel Canyon Blvd	80	4	2	6
121	8/1/14	Juanita Tate	4827 S Central Ave	118	6	3	9
122	8/1/14	Park Plaza	960 W 62nd Pl	79	4	2	6
123	10/23/14	Berendos	226 & 235 S Berendo St	72	4	2	6

#	Issue Date	Project	Address	Total Units	Mobility	HV	Total
124	10/23/14	Central Ave Village Square	1060 E 53rd St	45	3	1	4
125	12/30/14	Roberta Stephens	1035-1113 E 27th St	40	2	1	3
126		Hazeltine	7250 Hazeltine Ave	35	2	1	3
			Total	11,962	658	291	949

# **EXHIBIT**

**B**

#	Construction Start Date	Project Name	Property	Total Units	Mobility	HV	Total
1	7/12/1998	Heavenly Vision Seniors	9400 S. Broadway	46	3	1	4
2	8/15/1998	Casa Verde	1552 Schrader Blvd.	30	2	1	3
3	12/20/1998	Hope Manor	1332 S. Hope Street	75	4	2	6
4	2/3/1999	Don Hotel Apartments	105 E. "I" St.	58	3	2	5
5	4/15/1999	Western Carlton Apts. (aka Western-Carlton Phase I)	5443 Carlton Way	61	4	2	6
6	8/25/1999	La Estrella Apartments	1979 Estrella Ave.	11	1	1	2
7	8/3/2000	Eastside Village (Lillian Mobley)	2250 East 111st	78	4	2	6
8	11/3/2000	Grandview 9	916-920 S. Park View St.	62	4	2	6
9	6/1/2001	Amistad Plaza	6050-6130 South Western Avenue	56	3	2	5
10	9/20/2001	Paseo Del Sol	417 North Soto St.	7	1	1	2
11	4/1/2002	Metro Hollywood Apts. (aka Hollywood Western Apts./Western-	5450 Hollywood Blvd.	60	3	2	5
12	2/19/2003	Buckingham Place Senior Housing	4020-70 Buckingham Road	70	4	2	6
13	6/1/2003	Gallery at NoHo Commons (Phase I)	5416 Fair Avenue	438	22	9	31
14	6/27/2003	Palomar Apartments	5473 Santa Monica Blvd.	26	2	1	3
15	8/15/2005	Encore Hall (aka Triangle Square)	1623 Vine Street	104	6	3	9
16	9/1/2005	Lofts at NoHo Commons (aka NoHo Commons-Phase II)	11136 Chandler Blvd.	292	15	6	21
17	10/1/2005	Vermont Seniors	3901-3925 S. Vermont Ave./1015 W. 39th Place	140	7	3	10
18	10/21/2005	Vista Monterey Senior Housing	4647 Huntington Dr. North	48	3	1	4
19	2/15/2006	Yale Terrace Apartments	716-734 S. Yale St.	55	3	2	5
20	6/1/2007	Imani Fe (East & West)	10345 & 10408-10424 S. Central Ave.	92	5	2	7
21	4/28/2010	Villas at Gower	1726 North Gower Street	70	4	2	6
22	5/28/2010	Ford Apartments (aka Ford Hotel)	1000 E. 7th St.	122	7	3	10
			Total units	2001	110	52	162

## **Exhibit C-1**

# **City of Los Angeles Fair Housing Policy in Regards to Disability Guidance and Requirements for Owners and Property Managers, May 12, 2016**

***(NOTE: Appendices and Forms to Exhibit C-1 to be developed in consultation between the City and Plaintiffs within 30 days after the Effective Date of the Settlement)***

**Fair Housing Policy in Regard to Disability:  
Guidance and Requirements for Owners and Property Managers**

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## **PART ONE: OVERVIEW**

### **1.1 City Commitment to Fair Housing**

The City of Los Angeles is strongly committed to affordable housing that is

- a. nondiscriminatory;
- b. fully accessible to people with disabilities; and
- c. in full compliance with fair housing and disability rights laws.

These Policies cover all Housing Developments that have received financing by, through, or in connection with a program administered by the City or the Community Redevelopment Agency of the City of Los Angeles (CRA/LA). This includes, but is not limited to: housing financed with HOME, CDBG or other City Affordable Housing Trust Fund monies; City or CRA/LA issued bonds; CRA/LA tax increment funds and also applies to Housing Developments with a ground lease of CRA/LA property.

All housing covered by these Policies must be constructed and operated in accordance with all applicable disability and fair housing laws. Specific obligations are set forth below.

### **1.2 Compliance with Policies Mandatory**

These Policies reflect the requirements of federal and state fair housing law as well as the City's policies pertaining to People with Disabilities living in housing supported by the City or the Community Redevelopment Agency of the City of Los Angeles or its successors. They were developed to answer the questions of Owners, property managers, and tenants regarding the fair housing rights of People with Disabilities. Questions regarding these policies shall be directed to the City's Housing Accessibility Program.

Owners of Housing Developments are required to adopt and comply with these Policies and procedures. The Policies are **mandatory** and supersede any existing conflicting policies or lease provisions. Owners are also required to maintain specified records and report to the City regarding their implementation.

## Fair Housing Policy in Regard to Disability:

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#### 1.3. Information for Owners, Property Managers, Tenants and Applicants

This document has been divided into three sections. Part One provides an overview. Part Two outlines Owner obligations in general. The third part is a Tenant Handbook that discusses in detail how the Policies will be implemented in the Housing Development. Therefore, the Tenant Handbook has been written so that Owners can insert the name of the Housing Development in place of the words [Housing Development]. This Tenant Handbook and Appendices must be provided to applicants for housing, new tenants moving into units, and current tenants on the anniversary of their tenancy. **Owners and their agents are responsible for knowing and implementing all policies contained in Parts Two and the Tenant Handbook.** These policies are designed to assist Owners and their agents to comply with federal and state nondiscrimination laws.

#### 1.4 Applicable Laws

The following laws apply, as appropriate:

- a. The federal Fair Housing Act (FHA), as amended by the Fair Housing Amendments Act of 1988<sup>i</sup>;
- b. Title II and Title III of the federal Americans with Disabilities Act (ADA), as amended by the Americans with Disabilities Amendment Act of 2008<sup>ii</sup>;
- c. Section 504 of the federal Rehabilitation Act of 1973 (§ 504)<sup>iii</sup>;
- d. California's Fair Employment and Housing Act (FEHA); <sup>iv</sup>
- e. California's Unruh Civil Rights Act<sup>v</sup>;
- f. California's Disabled Persons Act,<sup>vi</sup>; and
- g. California Government Code 11135<sup>vii</sup>.

Other federal or state fair housing laws may apply in some circumstances.

## Fair Housing Policy in Regard to Disability:

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#### 1.5 Disability Defined

Both federal and state laws protect a person with a disability; this includes a person with a history of disability, and a person regarded as having a disability. Where there are differences between federal and state law, the law providing the most protection to People with Disabilities will control. The definitions of disability in these policies are intended to ensure that everyone covered by either federal or state law is protected. Disability is determined without looking at mitigating factors (for example, you have a mobility disability even though you can walk with crutches).

“Disability” includes a mental or physical impairment that limits a major life activity.<sup>viii</sup> Major life activities include caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

Disabilities include both physical and mental disabilities. Physical disabilities include, but are not limited to, partially or completely missing limbs, mobility disabilities requiring the use of a wheelchair, cerebral palsy, blindness, deafness, and chronic or episodic conditions such as HIV/AIDS, hepatitis, epilepsy, seizure disorder, diabetes, multiple sclerosis, and heart disease. Mental disabilities include, but are not limited to, emotional or mental illness including, but not limited to: schizophrenia, and chronic or episodic conditions such as clinical depression, bipolar disorder, post-traumatic stress disorder, and obsessive compulsive disorder. Covered disabilities also include cognitive or intellectual disability; developmental disabilities, organic brain syndrome; traumatic brain injuries, specific learning disorders; and autism spectrum disorders. While disability does not include the current illegal use of a controlled substance, alcoholism and past drug addiction are defined as disabilities.

## Fair Housing Policy in Regard to Disability: Guidance and Requirements for Owners and Property Managers

### PART TWO: OWNER OBLIGATIONS

#### 2.1 Summary of Requirements

Owners must comply with all fair housing obligations, and must follow all applicable laws including, but not limited to, those listed above. Key obligations are summarized in this Section, along with cross references to more detailed provisions later in these Policies.

- a. Nondiscrimination. Owners must not discriminate on any basis prohibited by law. This includes *race, color, religion, sex, gender, gender identity and expression, family status, national origin, marital status, ancestry, age, sexual orientation, disability, source of income, genetic information, arbitrary characteristics, or any other basis prohibited by law.* (Federal laws prohibit discrimination based on the categories written in *italics*; California laws prohibit discrimination based on all of these categories.) See Sections 1.4.3.3, and Appendix 1, Definitions.

Reasonable Accommodations. In addition, Owners must provide reasonable accommodations in policies, practices and procedures to ensure that People with Disabilities, and households including People with Disabilities, are not discriminated against or excluded from housing or housing-related services based on disability. See Sections 2.7(e) and (f), 2.10, 2.11, 2.15(c), 3.4, and 3.14. Additional guidance on reasonable accommodations may be found in the May 17, 2004 Joint Statement of HUD and the Department of Justice (DOJ) on Reasonable Accommodations under the Fair Housing Act, available online at <http://www.hud.gov/offices/fheo/library/huddojstatement.pdf>.

- b. Reasonable Modifications. Owners must provide reasonable physical and structural modifications to existing facilities to ensure that People with Disabilities and their households are not discriminated against or excluded from housing or housing-related services based on disability. See Sections 2.7(e) and (f), 2.10, 2.11, 2.15(c), 3.4, and 3.14(d).

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- c. Effective Communication. Owners must provide effective communication when necessary so as to ensure that communication with applicants and residents with vision, hearing, speech, or other communication disabilities is as effective as communication with people without disabilities. See Sections 2.13, 3.5, and 3.17.
- d. Service Animals. Owners must permit service dogs and other assistance animals in accordance with applicable laws. See Sections 2.12, 3.15, and 3.16. Owners are encouraged to refer to HUD Notice FHEO 2013-01 (April 25, 2013)<sup>ix</sup>, which explains the differences between these rights under federal law.
- e. Affirmative Marketing. Owners must conduct affirmative marketing to people with disabilities and take other steps to affirmatively further fair housing. See Sections 2.3, 2.5, 2.15, and 3.6.
- f. Accessible Units. Owners must ensure that their Housing Developments are accessible, and provide specific Housing Units with Mobility Features and Housing Units with Hearing/Vision Features, as required by law, the City and the Property Management Plan. See Sections 2.3 and 3.7.
- g. Waitlists, Transfers, and Vacancies. Owners must add to and maintain waitlists, fill vacancies, and provide unit transfers in a manner that ensures that people with disabilities who need accessibility features have a priority for Accessible Units. See Sections 2.3, 2.8, 2.9, 2.10, 3.11, 3.12, and 3.13.
- h. Barriers to Access. Owners must not create barriers to accessibility (such as placing obstacles in accessible paths of travel or in accessible public bathrooms) or allow barriers to accessibility to occur due to neglect (such as failing to repair elevators in a reasonable time). Owners must promptly remove barriers to access. See Section 3.8.
- i. No Retaliation Against Tenants. Owners must not retaliate against any tenant, applicant, or associated person for exercising rights under

## Fair Housing Policy in Regard to Disability:

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the law or this Policy, or for requesting that Owners comply with these Policies or any anti-discrimination law. See Section 3.9.

j. Disability Considered Only In Relation To Certain Tenant Requests.

A tenant's or applicant's disability may *only* be considered in reference to the following:

- i. requests for accessible units
- ii. requests for reasonable accommodations and reasonable modifications
- iii. requests for auxiliary aids and services, and communications in alternative formats
- iv. occupancy in Housing Developments in which the eligibility for admissions is limited to people with disabilities or a specific disability, or
- v. when the Housing Development utilizes a selection preference for People with Disabilities.

See Sections 3.10 and 3.14(h).

k. Disability Related Information. If the disability and need for the requested accommodation are not obvious, the Owner may request disability related information. When this information is necessary, Owners must seek only enough information to ascertain whether the tenant or applicant meets the threshold requirement of having a disability and a disability-related need for whatever the tenant is requesting (i.e., an accommodation, modification, or accessible unit), but must refrain from inquiring about the nature or severity of the disability. Additional information may only be requested if the information:

- i. is necessary to verify that the tenant or applicant has a disability;

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- ii. describes the needed accommodation or modification; and/or
  - iii. shows the relationship between the person's disability and the need for the requested accommodation or modification, including a unit with specific accessibility features. See Sections 3.10 and 3.14(h).
- l. Confidentiality. Owners must keep confidential all medical and other information about the individual's disability. If that information is retained by the Housing Development, it must be kept in locked files that are separate from general applicant or tenant files.

See Sections 3.10 and 3.14(h).

- m. Language Access. Many people with disabilities are not native English speakers. Therefore, Owners must provide information under these Policies in Spanish and other languages spoken by tenants in Housing Developments.

## **2.2 Designation of Responsible Individual**

Owners must designate an experienced, senior property manager to coordinate the efforts to comply with the requirements of these Policies. The name, title and contact information of the individual will be posted in the office and available upon request to any individual. See Section 3.2 and Appendix 10, Contact Information.

## **2.3 Property Management Plan (PMP)**

Each Owner created a Property Management Plan (PMP) that was approved by the City prior to lease-up. Among other requirements, the PMP must:

## **Fair Housing Policy in Regard to Disability:**

### **Guidance and Requirements for Owners and Property Managers**

- i. identify the number, types, and locations of Accessible Units;
- ii. describe the initial and subsequent tenant selection processes and affirmative marketing plan, and
- iii. reflect a commitment to affirmatively further the fair housing rights of tenants, including People with Disabilities.

Housing Developments whose PMPs do not meet the requirements of these Policies must update their PMPs to comply within 60 days of receipt of these Policies and send their PMPs to the City for approval.

#### **2.4 Training**

Property management staff, including managers, agents, and employees responsible for the operation or management of a Housing Development, must attend HCID training on the information contained in these Policies. New staff must receive an orientation to these policies within 60 days of hire and all staff must receive ongoing training in fair housing laws, including an annual refresher course.

#### **2.5 Affirmative Marketing of Accessible Units**

Owners must affirmatively market the Housing Development and the Accessible Units to people with disabilities, consistent with the updated Property Management Plan, provide basic information about fair housing law to applicants (as described below), and otherwise market the Housing Development to eligible persons in the City without regard to disability.

In order to maximize use of Accessible Units by people needing the features of the units, all Owners must take the following steps to ensure that potential applicants are informed of available units, encouraged to apply, and have an equal opportunity to rent units:



## Fair Housing Policy in Regard to Disability:

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- a. Outreach. Owners must conduct sufficient outreach to community organizations and other groups that serve People with Disabilities to ensure that Accessible Units are, to the maximum extent possible, occupied by those households who need the accessibility features of that unit. Each Property Management Plan must describe how staff will conduct this outreach. Outreach to these organizations must take place at initial lease up, when the wait list for a property is reopened after being closed, or when an Accessible Unit becomes available and there is no qualified household on any transfer or waiting list. A list of organizations can be found on the HCIDLA's website ([www.hcidla.lacity.org](http://www.hcidla.lacity.org)) and must be one of the sources used when undertaking affirmative marketing. Owners must use the most up-to-date list available from the City. Outreach activities must also include an e-blast to parties on the [Housing.LACity.org](http://Housing.LACity.org) website Outreach List when it becomes available. All marketing materials must mention that there are Accessible Units for people with disabilities who need their accessible features. Also, those materials must describe available units that are not fully accessible but have certain features that could be used by some People with Disabilities, such as units that are located on ground floors or floors served by elevators and have no steps.
- b. Website. Information about the Housing Development and all Accessible Units and their availability status must be accurately listed online at <http://www.Housing.LACity.org>. Owners must keep current the availability status of Accessible Units and the property management contact information listed on the website. In addition, Owners must accurately and completely list the accessibility features of the Accessible Units, and any other units with accessible features. Owners must also list vacant Conventional Units on the website. Owners must place People with Disabilities on their waiting lists who apply via the website when that function becomes operational.

## 2.6 Rental Office

- a. HUD Poster. Every rental office must display a HUD Fair Housing Poster in the rental office. The poster may be obtained through the

## Fair Housing Policy in Regard to Disability: Guidance and Requirements for Owners and Property Managers

local HUD office or at

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opportunity/marketing](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opportunity/marketing).

- b. Notice. Every rental office will also display a Notice of Right to Reasonable Accommodation (Appendix 2, Notice that Reasonable Accommodations and Reasonable Physical Modifications are Available).
- c. State Fair Housing Poster. Every rental office will also display a State Fair Housing Poster in both English and in Spanish [DFEH 164H (Fair Housing Is the Law) and DFEH 164Hs (Spanish version)]. The posters and additional information are available from the California Department of Housing or Community Development or can be downloaded at [http://www.dfeh.ca.gov/Publications\\_Publications.htm](http://www.dfeh.ca.gov/Publications_Publications.htm).

### **2.7 Tenant Application Package and Other Written Materials**

The Housing Development's tenant application package must contain a section where the applicant may indicate a request for an Accessible Unit with Mobility or Hearing/Vision features (see Sections 2.8, 2.14(e)(iii));

The Housing Development's tenant application package, tenant annual recertification cover pages, and all marketing materials must include the following:

- a. A statement that the property has Accessible Units and/or units with accessible features (if accurate) and an explanation of how an interested person can inquire about particular features of the Accessible Units;
- b. The Equal Housing Opportunity Logo (currently available at HUD's website at <http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>), and the statement "This housing is offered without regard to race, color, religion, sex, gender, gender identity and expression, family status, national origin, marital status, ancestry,

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age, sexual orientation, disability, source of income, genetic information, arbitrary characteristics, or any other basis prohibited by law”;

- c. Marketing materials must not include any discriminatory remarks. Examples of discriminatory remarks include, but are not limited to, remarks such as “independent living” or “need to be able to live independently,” which are discriminatory because they appear to exclude people who rely on supportive services, assistance, or aides. Housing Developments are not permitted to exclude people on the grounds that they utilize these services due to a disability;
- d. Documents must contain the Universal Symbol of Accessibility and, if available, a TTY/TDD phone number. Advertising must also include an email address which people can use to request an application, as well as other information about where the application may be obtained, a statement that people with disabilities have the right to ask for and receive reasonable accommodations in rules, policies, practices, or services (including in the application process), including the right to ask for communications in alternative formats, to ask for auxiliary aids and services, and to ask for reasonable physical modifications, as well as information on how to make such a request. (See subsection (f) below, “Notice of Right to Reasonable Accommodation/Modification,” for specific details); and
- e. A statement on the tenant application and tenant annual recertification cover pages that reasonable accommodations and modifications will be provided upon request.
- f. Notice of Right to Reasonable Accommodation/ Modification. Owners must provide notice of the right to reasonable accommodations and modifications. The following language is to be placed at the bottom of the first page of every rental application and re-certification packet in at least a 12-point, non-serif type:  
*“A person with a disability may ask for:*  
*- A change in rules (reasonable accommodation)*

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- *A physical change to their apartment or shared areas in the building (reasonable modification)*
- *An accessible apartment*
- *Aids and services to help them communicate with us.*

*If you or anyone in your house has a disability and needs any of these things to live in our [Housing Development] and use our services then:*

*Contact [Housing Development] staff to fill out a form called a 'Reasonable Accommodation or Modification Form.'*"

See Appendix 2, Notice that Reasonable Accommodations and Reasonable Physical Modifications are Available.

### **2.8 Initial Application Process and Waiting Lists**

Application forms must provide a section where people with disabilities who need the features of a mobility or hearing/vision unit can indicate their desire for such unit. Using the process described in the Development's PMP for the tenanting of units, Owners must create two lists – one for conventional units and another for Accessible Units. The names of people with disabilities who have identified the need for accessible units will be on both waiting lists so that applicants have the option of choosing a conventional unit should their name come up on that list before an Accessible Unit is available.

All waiting lists should clearly indicate which applicants have requested Accessible Units and what type of unit (Housing Unit with Mobility Features or Housing Unit with Hearing/Vision Features). Tenants who need both mobility and hearing or vision features should be offered the option of being offered a Unit with Mobility Features; reasonable modifications can then be made to provide necessary hearing/vision features.

If initial application forms did not solicit information about disability-related requests for Accessible Units, Owners must contact all households already on their waiting lists to determine whether any household on the waiting

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lists needs an Accessible Unit. If so, they should be placed on the appropriate waiting list for Accessible Units. Owners may require verification that the person needs the design features of that type of unit, prior to leasing an Accessible Unit. Verification of disability should not be sought until such time as an Accessible Unit is available.

#### 2.9 Filling Vacancies in Accessible Units

Owner must use suitable means to assure that information regarding the availability of Accessible Units reaches eligible People with Disabilities, and will take reasonable, nondiscriminatory steps to maximize the utilization of such units by eligible people whose disability requires the accessibility features of the particular unit. When an Accessible Unit becomes vacant, Owner must:

- a. First, offer the unit to a current occupant of the Housing Development who has requested and needs the features of an Accessible Unit;
- b. Second, offer the unit to a current occupant of a Housing Development under common control who has requested and needs the features of an Accessible Unit;
- c. Third, offer the unit to an eligible, qualified applicant on the Accessible Unit waiting list who needs the features of an Accessible Unit;
- d. Fourth, make reasonable efforts to advertise the unit to qualified people who need its accessible features, including—
  - i. listing the unit as vacant and available to people who need the accessible features at <http://www.Housing.LACity.org>,
  - ii. distributing information about the accessible vacancy in accordance with the Owner's Property Management Plan,
  - iii. distributing information to organizations that serve people with disabilities, and

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- iv. sending an e-blast to parties on the [www.Housing.LACity.org](http://www.Housing.LACity.org) website Outreach List.

In the event that more than one household has requested an Accessible Unit, Owners must offer the Unit to households in their order on the Waiting Lists within each category (mobility or hearing/vision).

If, after using the process identified above, there are no households who need the features of that Accessible Unit, then Owners must offer the unit to the next household on the Conventional Unit waiting list. Should that household choose not to occupy the Accessible Unit, they will remain at the same position on the Conventional Waiting list. If the household chooses to occupy the Accessible Unit, the tenant must sign a Lease Addendum in the form approved by HCID (Appendix 6, Lease Addendum re: Rental of Accessible Unit). The Lease Addendum requires the household to move to the next available, **comparable**, Conventional Unit, when given legal notice by the Housing Development that there is an eligible applicant or existing resident with a disability who requires the accessibility features of that Unit.

For people who are required to vacate an Accessible Unit because it is needed by an individual with a disability, Owners must pay the costs of transferring to a comparable Conventional Unit, including new utility deposit(s), if required, and reasonable moving expenses. These costs are eligible project expenses.

A household with a disability-related need for some, but not all, of the features of an Accessible Unit will not be required to sign a lease addendum stating they will move in the event that there is another household with an individual who could utilize more of the features of that unit. However, that household may be offered a Conventional Unit with reasonable modifications provided by [Housing Development]. If that household voluntarily agrees to move to a Conventional Unit with reasonable modifications, then [Housing Development] must provide the same costs described above, as well as pay for reasonable accessibility modifications in the new Conventional Unit. These costs are also eligible project expenses.

## **Fair Housing Policy in Regard to Disability:**

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When there is not yet a transfer provision in the lease that meets the requirements of this Policy, Owners may offer Conventional Units as they become available, first to households occupying Accessible Units who do not need the accessible features of that unit, and then in order to others on the Development's waiting list.

See Sections 3.11, 3.12 and 3.13.

#### **2.10 Requests for Transfers for Disability Related Reasons**

Each year, Owners must notify tenants that, if someone in their households has or develops a disability and needs accessibility features that their unit does not provide, then they have the right to:

1. request a transfer to a unit that has accessible features; or
2. to request reasonable modifications to their units to make them more accessible.

As previously described under Section 2.9, Filling Vacancies in Accessible Units, Owners must pay the costs of moving tenants to their new units. These costs are eligible project expenses. Owner will not charge additional fees for a transfer to an Accessible Unit or require an increased security deposit, unless the unit being vacated has been damaged beyond reasonable wear and tear, in which case the costs of repairs may be deducted from the current security deposit and an itemized receipt for repairs presented to the tenant with a request to replenish the deposit.

Owners must not charge the tenant an increased rent beyond the level of the tenant's existing apartment, unless the tenant chooses a unit with an additional bedroom and/or there are no rental subsidies available for the new unit that would allow the household to remain at the same rent. If the new unit has a higher rent, at least 30 days in advance Owners must notify the transferring tenant about the accessible features of the unit and the new rental amount.

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Tenants must have the opportunity to view the unit and have at least five days in which to decide whether to move there.

Owners must maintain a Transfer List of current tenant households having People with Disabilities who have requested a transfer to an Accessible Unit (or to a Conventional Unit with specific accessibility features). The list will include tenants residing in Housing Developments under common control who request an Accessible Unit. If a tenant waiting for a transfer to an Accessible Unit rejects the offer of an accessible unit, the tenant will remain at the same position on the Transfer List for the next available Accessible Unit.

When a Conventional Unit is expected to become vacant, Owners must offer that unit to the first household on the waiting list (based on any preferences applicable to the project), regardless of whether that applicant has requested an Accessible Unit. If the applicant has indicated a disability-related need for an Accessible Unit, Owners must notify the applicant in writing that the unit is not accessible. If the applicant prefers to wait for an Accessible Unit, the household will remain at their position on both the Conventional and Accessible waiting lists until accepting a housing unit that meets the household's needs.

An eligible family with a member who has a disability may choose to lease a Conventional Unit, if no Accessible Unit is available when the household reaches the top of the waiting list. If requested, Owners must make physical alterations to the Conventional Unit as a reasonable modification, unless the alterations would result in an undue financial and administrative burden to the Housing Development.

The Housing Development may include some Conventional Units that contain accessibility features or may be accessible for other reasons. Owners must provide information about these units' accessible features to tenants who have informed Owners that they have a disability-related need so that they can choose whether to place themselves on the Transfer List to lease those units. For example, an individual may have difficulty climbing stairs. A ground floor Conventional Unit may meet his or her needs, even though the unit does not otherwise meet all the standards of a



## **Fair Housing Policy in Regard to Disability:**

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housing unit with mobility features. However, no household is required to give up its Conventional Unit with accessibility features to accommodate a household that would like those features. Tenants on the Transfer List for a Conventional Unit with accessible features will be given first choice in renting that Unit when it becomes vacant.

See Section 3.13.

#### **2.11 Consideration of Requests for Accommodations/Modifications and Interactive Process**

Upon receipt of request, Owners must grant reasonable accommodations/ reasonable modifications as set forth in Section 3.14.

#### **2.12 Assistance Animals (including Service Animals)**

A variety of state and federal laws provide tenants, prospective tenants with disabilities, and guests the right to have an assistance animal, pursuant to the reasonable accommodations policies and procedures set forth above. State and federal laws also give people with disabilities who visit or live in a housing development the right to be accompanied by a service animal, which is a specific kind of assistance animal. These rights and the Owner's obligations are addressed in Section 3.15 and 3.16.

#### **2.13 Effective Communication**

Owners must ensure that communications with applicants and tenants with disabilities are as effective as its communications with people without disabilities. To meet this obligation, Owners must provide appropriate auxiliary aids and services to ensure that people with disabilities have an equal opportunity to participate in, and benefit from, their Housing Developments and services. Owners must comply with the Guidance in

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the U.S. Department of Justice's ADA guidance on Effective Communication (<http://www.ada.gov/effective-comm.htm>).

Owners must provide, at their expense, auxiliary aids and services for effective communication with their residents and applicants, as well as employees. These costs are eligible project expenses.

Owners must train all property management staff, including maintenance staff, in how to receive, and initiate, telephone calls to people who are deaf, hard of hearing, deaf-blind, or who have speech disabilities using a TTY or the Telecommunication Relay Services (TRS). If Housing Development has a TTY, it must place and accept calls using the TTY.

Housing Development must accept telephone calls placed through relay services. Staff who answer the telephone will treat relay calls just like other calls. For further information regarding relay services, Owners may contact the California Public Utility Commission's Deaf and Disabled Telecommunications Program at <http://ddtp.cpuc.ca.gov/relay.aspx>. In the event an Owner does not have a separate TTY number, the phone number for contacting the development's management offices must be posted and TTY users should be directed to call 711 or use their preferred Video Relay Service (VRS) provider. If requested by someone with a disability, Owners shall consider, as reasonable accommodations, email, text and/or fax communications.

PMPs must ensure that when possible and practical, auxiliary aids and services will be provided immediately on an as-needed basis, and "walk-in" requests for aids and services will be honored to the extent possible. However, there may be instances in which it is not possible to provide requested aids and services immediately, such as arranging for Braille materials or American Sign Language Interpreters. Owners can request that people needing these services, where possible, make the request for auxiliary aids or service in advance of when needed.

Signage in management offices; or on applications, recertification forms, correspondence; or in telephonic voice mail greetings, automated telephonic menus; and other media used to communicate with the public

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and with residents will include information about how to request auxiliary aids and services.

See Sections 3.5 and 3.17.

#### **2.14 Grievance Procedures and Notices of Rights**

- a. Owners must adopt grievance or appeal procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of disability-related complaints. See Section 3.18.
- b. Owners must notify applicants and tenants about the Housing Development's grievance process and provide the name of a senior staff person to contact with respect to any grievance and update that information in a timely manner. See Section 3.18 and Appendix 10, Contact Information.
- c. Owners must also notify applicants and tenants about the right to use the City Housing Accessibility Program Complaint Process. See Section 3.19.
- d. Owners must take steps to notify applicants and residents that owners do not discriminate on the basis of disability, of applicants' and residents' rights as described in this Policy, and of their right to file complaints. Notice of these rights must also supply the contact information for the person charged with overseeing the grievance process. A copy of this policy, related forms, and the contact information must be provided to new tenants along with their lease, and to existing tenants at their annual recertification, and must be posted in the management office.
- e. Additional methods of initial and continuing notification of rights and grievances procedures may include the posting of notices, placement of notices in recipients' publications, and distribution of memoranda or other written communications. Owners must ensure members of the population eligible to be served who have visual or hearing impairments are provided with the information necessary to

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understand and access the housing. Methods for ensuring participation include, but are not limited to, qualified sign language and oral interpreters, readers, or the use of taped and Braille materials, as set out in the Sections on Effective Communication.

- f. These procedures supplement, and do not replace, any notice and grievance procedures required by HUD, any funding sources, or other applicable law.
- g. Notices of rights and the grievance process are in addition to [Housing Development's] obligation to engage in the interactive process with an individual who has requested a reasonable accommodation or modification.
- h. Applicants and tenants are not required to exhaust these grievance procedures before seeking other administrative or judicial relief that may be available.

See Section 3.18 and Section 3.19.

### 2.15 Records

- a. Owners must keep dated records and copies of all advertising flyers and notices related to their affirmative marketing efforts prior to lease-up, reopening of the waiting list, or prior to rental of an Accessible Unit to a household who does not need the accessibility features.
- b. Owners must keep copies of their original applicant pool information, dated waiting and transfer lists showing contact information, application dates, waiting list status, and related documents showing attempts to contact people on the waiting lists and dates people were provided a rental unit.
- c. Owners must keep logs and dated records of requests --
  - 1. for Accessible Units by tenants, tenants in Housing Developments under common control, and applicants, and the outcomes of those requests; See Sections 3.7, 3.11, 3.12 and 3.13.

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2. for any Accessible Units *not* rented to a person who needs the accessible features, an explanation of all steps taken to attempt to rent the unit to a household with a person who needs the accessible features. See Sections 2.9 and 3.12.
3. of all reasonable accommodation requests, reasonable modification requests, and requests to transfer to a more accessible unit. At a minimum, logs must contain, the following information:
  - i. Name of requestor and current address, phone number or unit number;
  - ii. Description of the request;
  - iii. Whether the request is for an Accessible Unit and which type (e.g. unit with mobility or hearing/vision features, ground floor unit, a different unit for other accommodation reasons, or other pertinent information);
  - iv. Size of unit requested (e.g. Studio, 1, 2, or 3 Bedroom Unit), *if relevant to the request*;
  - v. Date of request;
  - vi. Current status of the request;
  - vii. Whether the accommodation was approved or denied and date of determination;
  - viii. If request was denied, reason for denial;
  - ix. Date notice given to requestor of approval or denial;
  - x. Anticipated implementation date for completion of the accommodation/modification;
  - xi. Date accommodation or modification was provided or completed; and

## **Fair Housing Policy in Regard to Disability:**

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- i. Pending and final appeals/grievances of denied or delayed reasonable accommodation requests, including the date of the appeal, the date of the final decision, and the final outcome.
- d. Logs must be updated monthly. Although the logs have been described as separate documents, they could be contained in a master spreadsheet.
- e. All information involving reasonable accommodation and modification requests must be kept confidential, separate from the tenant's file, and will only be shared on a need-to-know basis or as required by these Policies or by law. The tenant files shall reflect the outcomes of any reasonable accommodation or modification requests.
- f. Copies of the log must be provided to the City on a quarterly basis in accordance with City instructions no later than the tenth day of the month following each quarter of the calendar year.
- g. All records in this Section must be retained until August 1, 2026 or for 5 years, whichever is later.

#### **2.16 Fair Housing Complaints or Lawsuits**

Owners must immediately inform HCID in writing if a tenant or an applicant files a fair housing complaint or lawsuit against them with an external agency or organization.

#### **2.17 Department on Disability – Information and Referral Resources**

Information about the rights of people with disabilities, and about securing the provision of auxiliary aids from service providers, may be requested by calling the **City of Los Angeles' Department on Disability at (213) 202-2748 Voice or (213) 202-3452 TTY.**

#### **2.18 No Retaliation**

## **Fair Housing Policy in Regard to Disability:**

### **Guidance and Requirements for Owners and Property Managers**

Owners/Housing Developments must not retaliate against any tenant, applicant, or associated person for exercising rights under the law or this Policy, or for requesting that the Housing Development comply with these Policies or any anti-discrimination law.

## Fair Housing Policy in Regard to Disability: Guidance and Requirements for Owners and Property Managers

### **2.19 Information to be Provided Prior to the Retrofit of Units in Housing Development**

Some Housing Developments may not currently have fully accessible housing units, common areas, and/or sites. If that is the case, then HCIDLA will require that the projects be retrofitted and will work with Owners to ensure that this takes place in a timely manner. The following must be provided to and approved by HCIDLA, in addition to the Owner obtaining approval of the retrofit scope of work, cost estimate, and construction schedule.

- a. A description of the process used to choose units to be retrofitted to demonstrate that these choices were made on a fair and objective basis and will result in a fair distribution of units taking into account bedroom size, amenities, and other important considerations. If vacant units are to be chosen for retrofit, the back-up plan if there are not a sufficient number of vacant units to complete the retrofit within the approved timeframe must be disclosed to HCID.
- b. A Tenant Relocation Plan for any temporary or permanent relocation that ensures that low-income tenants do not have to pay the cost of relocation and accommodates tenants with disabilities.
- c. Affirmative Marketing and Tenant Transfer Plans to ensure that people who need the features of the accessible units will occupy the units.
- d. A copy of the Lease Addendum to be signed by tenants occupying accessible units who do not require the accessible features of those units.

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<sup>i</sup> Federal Fair Housing Act, as amended by the Federal Fair Housing Amendments Act, 42 U.S.C. §3601 *et seq.* See also federal regulations at 24 C.F.R. Part 100 *et seq.*,



## Fair Housing Policy in Regard to Disability: Guidance and Requirements for Owners and Property Managers

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especially 24 C.F.R. §§ 100.200-205 on "Prohibition Against Discrimination Because of Handicap."

- ii Americans with Disabilities Act, as amended by the Americans with Disabilities Amendments Act of 1988, 42 U.S.C. § 12101 *et seq.* See also Title II regulations (State and local governments) at 28 CFR Part 35 and Title III regulations (public accommodations) at 28 CFR Part 36.
- iii Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794. See also federal regulations regarding "Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development" at 24 C.F.R. Part 8.
- iv California's Fair Employment and Housing Act, California Government Code § 12900 *et seq.*
- v Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*
- vi California's Disabled Persons Act, Civil Code Section 54 *et seq.*
- vii California Government Code Section 11135 *et seq.*
- viii California law is more protective of people with disabilities than federal law. Cal. Fair Employment and Housing Act (FEHA), Gov. Code 12926(j) and (m). Federal law references disabilities that "substantially limit" rather than "limit" activities. However, federal recent interpretations of the phrase "substantially limit," following the ADA Amendments Act, make it very similar to the California definition. Therefore, we use the term "limit" in these policies, not "substantially limit."
- ix A copy of HUD's April 25, 2013 FHEO Notice is available online at [http://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&sqi=2&ved=0CCkQFjAA&url=http%3A%2F%2Fportal.hud.gov%2Fhudportal%2Fdocuments%2Fhuddoc%3Fid%3Dservanimals\\_ntcfheo2013-01.pdf&ei=XSFwUrKVIstiqL56YGQCQ&usg=AFQjCNHTG-hUZ58NUWDwfUWRJ8tBeC32ww&bvm=bv.55617003,d.cGE](http://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&sqi=2&ved=0CCkQFjAA&url=http%3A%2F%2Fportal.hud.gov%2Fhudportal%2Fdocuments%2Fhuddoc%3Fid%3Dservanimals_ntcfheo2013-01.pdf&ei=XSFwUrKVIstiqL56YGQCQ&usg=AFQjCNHTG-hUZ58NUWDwfUWRJ8tBeC32ww&bvm=bv.55617003,d.cGE)

## **Exhibit C-2**

# **Tenant Handbook of Rental Occupancy Policies Regarding Disability for [Housing Development], May 12, 2016**

***(NOTE: Appendices and Forms to Exhibit C-2 to be developed in consultation between the City and Plaintiffs within 30 days after the Effective Date of the Settlement)***

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## TENANT HANDBOOK OF RENTAL OCCUPANCY POLICIES REGARDING DISABILITY FOR [HOUSING DEVELOPMENT]

**(NOTE: This section is the attachment to hand out to Tenants, along with Appendices.)**

***(NOTE: Appendices and Forms to Exhibit C-2 to be developed in consultation between the City and Plaintiffs within 30 days after the Effective Date of the Settlement.)***

### **GENERAL PRINCIPLES**

This Tenant Handbook includes information about the rights of tenants and applicants with disabilities at [Housing Development]. Additional information is in Appendix 9, Resource Guide for Owners, Tenants, and Applicants. Definitions of technical terms are in Appendix 1, Definitions.

#### **3.1 Commitment to Fair Housing**

[Housing Development] is strongly committed to providing housing that is:

- a. nondiscriminatory;
- b. fully accessible to people with disabilities; and
- c. in full compliance with fair housing and disability rights laws.

#### **3.2 Responsible Individual**

[Housing Development] has designated an individual to coordinate efforts related to disability. The name, title and contact information is listed in Appendix 10 – Contact Information. It is also posted in the office and available upon request.

#### **3.3 Non-Discrimination**

[Housing Development] will not discriminate on any basis prohibited by law. This includes *race, color, religion, sex, gender, gender identity and expression, family status, national origin, marital status, ancestry, age, sexual orientation, disability, source of income, genetic information, arbitrary characteristics, or any other basis prohibited by law.* (Federal laws

prohibit discrimination based on the categories written *in italics*; California laws prohibit discrimination based on all of these categories.)

### **3.4 Reasonable Accommodations and Modifications**

[Housing Development] will provide reasonable accommodations in policies, practices and procedures and reasonable modifications to existing facilities to ensure that people with disabilities, and households that include people with disabilities, are not discriminated against or excluded from housing or housing-related services based on disability. Service dogs and other assistance animals will be permitted in accordance with applicable laws. These are discussed in greater detail later on in these Policies. See Section 3.14.

### **3.5 Effective Communication**

[Housing Development] will provide effective communication when necessary so as to ensure that communication with applicants and residents with vision, hearing, speech, communication, or other disabilities is as effective as communication with people without disabilities. See Section 3.17.

### **3.6 Affirmative Marketing**

[Housing Development] will conduct affirmative marketing to people with disabilities and take other steps to affirmatively further fair housing.

### **3.7 Accessible Units**

[Housing Development] includes [INSERT NUMBERS] of designated Housing Units with Mobility Features and [INSERT NUMBERS] of designated Housing Units with specific Hearing/Vision features. Other units may also have certain accessible features.

### **3.8 Barriers to Access**

[Housing Development] will not create new barriers to accessibility (such as placing obstacles in accessible paths of travel or in accessible public bathrooms) or allow barriers to accessibility to occur due to neglect (such as failing to repair elevators in a reasonable time). [Housing Development] will promptly remove barriers to access.

### **3.9 No Retaliation**

[Housing Development] will not retaliate against any tenant, applicant, or associated person for exercising rights under the law or this Policy, or for requesting that [Housing Development] comply with these Policies or any anti-discrimination law.

### **3.10 Use of Disability-Related Information**

[Housing Development] will only assess applicants for housing occupancy using non-discriminatory eligibility criteria. Disability may only be considered in reference to:

- a. Requests for Accessible Units;
- b. Requests for reasonable accommodations and modifications;
- c. Requests for auxiliary aids and services, and communications in alternative formats;
- d. Occupancy in properties where the eligibility for admissions is limited to people with disabilities; and
- e. Occupancy in properties that utilize a selection preference for People with Disabilities.

In general, when information about disability is necessary, [Housing Development] will limit its inquiries to what is necessary to establish eligibility or a specific accommodation. [Housing Development] may not inquire about the nature or severity of the disability.

[Housing Development] will keep confidential all medical and other information about the individual's disability. If that information is retained by the Development, it is required to be kept in locked files that are separate from general applicant or tenant files.

## **SPECIFIC ACTIVITIES**

### **3.11 Waiting Lists**

[Housing Development] maintains waiting lists for Conventional Units and for Accessible Units. Any tenant Household who desires the features of an Accessible Unit can request to be listed on both the Conventional and Accessible Units waiting lists. Households with People with Disabilities who need the features of the Accessible Units are given priority for those

Units in accordance with their order on the Accessible Unit list. Applicants with disabilities who need the accessible features of the Accessible Units will be listed on both the Conventional and Accessible Units' Waiting Lists so that they can choose either an Accessible Unit or a Conventional Unit if one becomes available before the other. Should a tenant Household with an individual with a disability choose not to move into a Conventional Unit when one becomes available, that Household can retain its position on both waiting lists until the appropriate unit becomes available.

Admissions and transfers to the Accessible Units will be handled as set out in Section 3.12 and 3.13 below. [Housing Development] will verify eligibility for the Accessible Units at the time those Units become available for rent.

### **3.12 Filling Vacancies in Accessible Units**

[Housing Development] agrees to use suitable means to assure that information regarding the availability of Accessible Units reaches eligible People with Disabilities in the City of Los Angeles, and will take reasonable, nondiscriminatory steps to maximize the utilization of such units by eligible people whose disability requires the accessibility features of the particular unit. To this end, [Housing Development] will take the following steps when an Accessible Unit becomes vacant:

- a. First, we will offer the unit to a current occupant of [Housing Development] who has requested and needs the features of an Accessible Unit;
- b. Second, we will offer the unit to a current occupant of a Housing Development under common control who has requested and needs the features of an Accessible Unit;
- c. Third, we will offer the unit to an eligible, qualified applicant on the waiting list who needs the features of an Accessible Unit;
- d. Fourth, we will make reasonable efforts to advertise the unit to qualified people who need the accessible features, including listing it as available to people who need the accessible features at <http://www.Housing.LACity.org>, distributing the information about the accessible vacancy in accord with the Owner's Property Management Plan, distributing it to the most recent list from HCID of organizations that serve people with disabilities, and sending an e-blast to parties on the Housing.LACity.org website Outreach List.



- e. Within each of the above categories, in the event that more than one household has requested an Accessible Unit, we will offer the Unit to households in their order on the Waiting Lists within each category.
- f. If, after using the process identified above, there are no households identified who need the features of that Accessible Unit, then we will offer the unit to the next household on the Conventional Unit waiting list. Should the tenant choose not to occupy the unit, they will remain in the same position on the Conventional Waiting list. If the tenant chooses to occupy the Unit, the tenant must sign a Lease Addendum in the form approved by HCID (Appendix 6, Lease Addendum re: Rental of Accessible Unit). The Lease Addendum requires the household to move to the next available, comparable, Conventional unit, when given legal notice by [Housing Development] that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit.

When tenants are required to vacate an Accessible Unit because it is needed by an individual with a disability, Owners will pay the costs of their move to a comparable Conventional Unit, including new utility deposit(s), if required, and reasonable moving expenses. These costs are eligible project expenses. [Housing Development] will not charge additional fees for a transfer or require an increased security deposit. However, if the Unit being vacated has been damaged, repairs will be paid from the existing security deposit; the difference between the balance remaining and the security deposit requirements of [Housing Development] will be charged to the tenant.

A household with a disability-related need for some, but not all, of the features of an Accessible Unit will not be required to sign a lease addendum stating they will move in the event that there is another household with an individual who could utilize more of the features of that unit.

However, if a household occupying an Accessible Unit only needs certain accessibility features, that household may be offered a Conventional Unit with reasonable modifications provided by [Housing Development]. If that household voluntarily agrees to move to a Conventional Unit with reasonable modifications, then [Housing Development] must provide the same costs described above, as well

as pay for reasonable accessibility modifications in the new Conventional Unit.

When there is not yet a Lease Addendum provision in the lease that meets the requirements of this Policy, Owners may offer Conventional Units as they become available, first to households occupying Accessible Units who do not need the accessible features of that unit, and then in order to others on [Housing Development]'s waiting list.

### **3.13 Requests for Transfers for Disability Related Reasons**

[Housing Development] maintains a Transfer Waiting List for Accessible Units. Any tenant household with an individual with a disability may request such a transfer at any time by filling out a Transfer Request Form or Request for Preference. See Appendix 7, Request for Preference for More Accessible Unit.

Annually, [Housing Development] will notify tenants of the right to request a transfer to a unit that has accessible features or to request reasonable modifications to their units to make them more accessible if someone in their household has or develops a disability and needs accessibility features that their unit does not have. If the tenant desires, the household will be put on the transfer waiting list for the next Accessible Unit.

When **transferring** a tenant to an Accessible Unit, we will offer to pay the costs of moving the tenant to the new unit. These costs include new utility deposit(s) required by the utility company; reasonable modifications; and reasonable moving expenses. These costs are eligible project expenses.

We will not charge additional fees for a transfer to an Accessible Unit or require an increased security deposit.

[Housing Development] will not charge the tenant an increased rent beyond the level of the tenant's existing apartment, unless the tenant chooses a unit with an additional bedroom and/or there are no rental subsidies available for the new unit that would allow the household to remain at the same rent. If the new unit has a higher rent, we will notify the transferring tenant of the new rental amount at least 30 days in advance of the tenant signing the lease for the new unit. The tenant is free to choose not to move into that unit.

[Housing Development] will maintain a Transfer List of current tenants with disabilities who have requested a transfer to an Accessible Unit. The list will include tenants residing in Housing Developments under common control. Tenants living in [Housing Development] have priority over other tenant households who live in developments under common control of Owner. In situations in which a person waiting for a transfer to an Accessible Unit rejects an offer for a unit that meets their needs, the applicant will remain in the same position on the Transfer List for the next Accessible Unit.

When a Conventional Unit is expected to become vacant, [Housing Development] will offer that unit to the first household on the Conventional waiting list (based on any preferences applicable to the project), regardless of whether that applicant has requested an Accessible Unit. If this applicant has indicated a disability-related need for an Accessible Unit, we will notify the applicant in writing that the unit is not accessible. If the applicant prefers to wait for an Accessible Unit, the household will remain at the top of the Conventional list and will be offered an Accessible Unit that matches all of his or her specified needs/eligibility in the order in which they are on the Accessible Waiting List.

An eligible family with a member who has a disability may choose to lease a Conventional Unit, if no Accessible Unit is available when the household reaches the top of either waiting list. If requested, [Housing Development] will make physical alterations to the Conventional Unit as a reasonable modification, unless the alterations would result in an undue financial and administrative burden to [Housing Development].

Because some Conventional Units may contain accessibility features or may be accessible for other reasons, [Housing Development] will provide information about these units' features to people who have indicated a disability-related need so that they can choose whether they want to lease those units. For example, an individual may have difficulty climbing stairs; a ground floor Conventional Unit may meet his or her needs, even though the unit does not otherwise meet all the standards of a housing unit with mobility features.

### **3.14 Reasonable Accommodations and Modifications**

[Housing Development] will make reasonable changes to policies, practices and procedures (reasonable accommodations) as well as reasonable structural modifications (reasonable modifications) to existing housing units and other facilities in [Housing Development] to ensure that People with Disabilities, and households including People with Disabilities, have full and equal access to housing covered by this Policy.

a. What are Reasonable Accommodations?

Reasonable accommodations are changes, modifications, exceptions, alterations, or adaptations in rules, policies, practices, programs, or activities that may be necessary to:

- i. provide a person with a disability an equal opportunity to use and enjoy a dwelling, including public and common use areas of a development,
- ii. participate in, or benefit from, a program, service or activity; or
- iii. avoid discrimination against a person with a disability.

Reasonable accommodations may include, but are not limited to:

- i. Allowing an assistance animal in a “no-pets” building;
- ii. Allowing payment of rent on a date other than the first of the month if necessary due to the date the tenant receives disability income;
- iii. Granting a reserved parking space closer to the person’s unit;
- iv. Providing additional accessible or assigned parking where required accessible parking is not sufficient to meet the needs of tenants and applicants;
- v. Accepting references from professional caregivers and others when landlord references are not available for a person moving from a nursing home or other places that serve people with disabilities;
- vi. Transferring a tenant in a non-elevator building who has problems walking up or down stairs to a ground floor unit with no or very few stairs; and
- vii. Requesting that [Housing Development] notify another individual in addition to the tenant or applicant when any concerns arise. See Appendix 8, Supplemental and Optional Contact Information for Applicants and Tenants.

b. When Can I Ask for a Reasonable Accommodation?

A person with a disability may request a reasonable accommodation at any time during the application process, tenancy period or eviction process.

c. What Are the Grounds for Reasonable Accommodation Requests To Be Granted or Denied?

[Housing Development] will provide reasonable accommodations when there is a relationship or nexus between the disability and the requested accommodation and the accommodation will assist in affording equal opportunity to use and enjoy the housing or tenant services. [Housing Development] will pay for any costs associated with providing a reasonable accommodation. We will not charge a tenant for providing a reasonable accommodation.

We will only deny requests if:

- i. there is no disability-related need for the accommodation;
- ii. the request will result in an undue administrative or financial burden on [Housing Development] considering all resources available to the Owner; or
- iii. the request will fundamentally alter the nature of [Housing Development's] program.

The fact that the request may result in some expense to [Housing Development] is not, in and of itself, an undue administrative or financial burden. A fundamental alteration to the nature of the program exists when a tenant requests something completely different from what [Housing Development] usually offers, for example, if a tenant seeks to have the [Housing Development] pay for supportive services that are not a feature of [Housing Development's] housing program.

d. What Are Reasonable Modifications?

A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to:

- i. provide a person with a disability an equal opportunity to use and enjoy a dwelling, including public and common use areas of a housing development;
- ii. allow the person to participate in, or benefit from, a program, service or activity; or
- iii. avoid discrimination against a person with a disability.

Reasonable modifications may include structural changes to interiors and exteriors of dwellings and to common and public use areas. Examples of reasonable modifications include adding a ramp to make a primary entrance accessible for persons using wheelchairs or altering a walkway to provide access to a public or common use area. [Housing Development] will pay for reasonable modifications as long as it does not pose a fundamental alteration or undue financial and administrative burden.

Common reasonable modifications may include, but are not limited to:

- i. Wheelchair ramp;
- ii. Grab bars in the shower or bathroom;
- iii. Roll-in shower;
- iv. Visual alerting systems and flashing lights for persons who are deaf or hard of hearing;
- v. Adjusting counter heights for people who use wheelchairs; and
- vi. Braille buttons in the elevators.

Many of these items will already be provided in Accessible Housing Units, but [Housing Development] will also provide them as reasonable modifications in Conventional Units unless they create an undue burden. The existence of the requisite number of Accessible Housing Units *does not eliminate the need to provide reasonable modifications in other units.*

e. What Is the Interactive Process?

When [Housing Development] believes there is an undue burden or a fundamental alteration, we will engage in a discussion with the individual with a disability to determine if there is an alternative accommodation or modification that will meet the person's needs. This is referred to as the interactive process, and is required before a denial can be made. This process often results in a mutually satisfactory accommodation or modification that is effective in meeting the person's disability-related need.

People with disabilities typically have the most accurate knowledge about the functional limitations posed by their disability. An individual is not obligated to accept an alternative accommodation or modification suggested by [Housing Development] if s/he believes it will not meet the need and the preferred accommodation or modification is reasonable. [Housing Development] will not force an individual with a disability to accept an accommodation or modification that he or she does not find acceptable.

Any determination that a requested accommodation or modification poses an undue financial or administrative burden or results in a fundamental alteration will be made on a case-by-case basis after the interactive process has been undertaken. Decisions about undue financial and administrative burdens will take into account such factors as the nature and cost of an accommodation, the financial resources of the Owner, the benefits that the accommodation or modification would provide to the requestor, and the availability of alternative, less expensive accommodations or modifications that would effectively meet the requestor's disability-related needs. Merely doing something in a different manner usually does not constitute an undue administrative burden. For example, a tenant with an intellectual disability may need a specific reminder from the property manager each month that the rent is due, and that does not constitute an undue administrative burden.

f. How Do I Make a Request for a Reasonable Accommodation or Modification?

- i. You can ask for and fill out a form. Return the form to the Office. See Appendix 3, Reasonable Accommodation or Reasonable Modification Request Form.
- ii. Or, you, or someone acting on your behalf, can ask a staff person for an accommodation. An individual does not need to use the phrase "reasonable accommodation" or "reasonable modification" to initiate a request. Any oral or written statement made to [Housing Development] indicating that the person is seeking a change in a policy or practice, or an alteration to a unit or physical feature of a development due to a disability, will be treated as a request for a reasonable accommodation or modification, and [Housing Development] will provide the individual with a Reasonable Accommodation/Modification Request Form to complete.

- iii. [Housing Development] will make request forms available in alternate formats upon request (refer to Sections 3.5 and 3.17 on Effective Communication);
- iv. [Housing Development] will provide help to you in completing the form, if you ask for it or someone asks for it on your behalf. See Appendix 4, Documentation of Oral Request for Reasonable Accommodation or Reasonable Modification.

g. What Happens When I Ask for an Accommodation or Modification?

- i. The person from [Housing Development] will mark the written request with the date of submission, enter into a log, and give a copy of the request to the person making the request; and
- ii. [Housing Development] will promptly process requests for reasonable accommodations and modifications.

h. Will I Automatically Get My Accommodation or Modification?

When a disability, or the need for a specific accommodation, is not obvious, [Housing Development] may request verification of the existence of the disability; that the accommodation or modification requested is necessary due to disability (that there is a connection between the functional limitations of the disability and the requested accommodation/ modification) and that the accommodation is necessary for the household to have equal use and enjoyment of a dwelling. Any reliable third party with relevant information may provide the verification. It need not be a doctor, medical provider or professional. [Housing Development] will not inquire into the specifics of the disability (such as the diagnosis) or the severity of the disability beyond these inquiries, and will not request medical records.

- i. [Housing Development] will keep any personal, disability related or medical information gathered during the reasonable accommodation or modification process confidential. This information will be maintained in files separate from the person's tenant file. [Housing Development] will share information about the requested accommodation only with staff members who specifically need to know for purposes of managing the [Housing Development], or as required by these policies, or as legally required;



- ii. [Housing Development] will ask in writing if it needs any additional information to process the request (unless otherwise requested);
- iii. [Housing Development] will document all attempts to verify the existence of disability and the need for requested accommodation, and update the tenant of progress in a timely manner.

i. Processing Requests for Accommodations/Modifications

[Housing Development] will look at the following things when deciding whether to grant your request:

- i. Does the person making the request, or his/her household member, have a disability?
- ii. Is there a clear nexus, or relationship, between the functional limitations of the disability and the accommodation or modification requested?

If the answer to the above questions is yes, [Housing Development] will grant the request, except as set out in the next section.

j. When Can [Housing Development] Deny a Request for Accommodations or Modifications?

[Housing Development] will only deny a request if:

- i. There is no disability;
- ii. There is no nexus (relationship) between the disability and the request. For example, if a person who uses a wheelchair but who does not have a vision disability requested materials in Braille, the individual might not be able to show a nexus (relationship) between his or her mobility disability and the request for Braille materials;
- iii. After engaging in an interactive process to determine whether alternative accommodations or modifications would serve the needs of the person with a disability, [Housing Development] determines that granting the request would pose an undue burden on [Housing Development]; or
- iv. After engaging in an interactive process to determine whether alternative accommodations or modifications would serve the

needs of the person with a disability, [Housing Development] determines that granting the request would fundamentally alter the nature of the [Housing Development's] program.

[Housing Development] will evaluate these considerations on a case-by-case basis. The question [Housing Development] will ask is: "Could we offer this particular accommodation right now given our current obligations and resources?" A reasonable accommodation/modification is made based on a specific request; therefore, [Housing Development] will not consider whether they could offer this accommodation to everyone who might possibly ask for it.

#### k. Decisions to Approve or Deny Requests

[Housing Development] will make a decision to approve or deny a specific request in writing as soon as possible, but no later than 30 days after all information pertinent to the need for the accommodation or modification has been received. See Appendix 5, Approval or Denial of Reasonable Accommodation or Reasonable Modification Request.

Once a reasonable accommodation or modification agreement is reached that is agreeable to both parties, [Housing Development] will note the agreement in the tenant's records. An accommodation should be put into effect as soon as practicable. A modification must be undertaken and completed in a timely manner.

Notice of approval for a modification must state clearly when the work for the modification is expected to commence, as well as the time frame for completion.

If [Housing Development] makes a decision to deny a request for a reasonable accommodation or modification, it will put the decision in writing, and will clearly state the reason for the decision. A decision to deny a request for reasonable accommodation or modification will be made in writing by senior property management staff who will document the reasons for approval of the decision to deny the request. The notice of denial will provide information about how to initiate an appeal/grievance. See Appendix 5, Approval or Denial of Reasonable Accommodation or Reasonable Modification Request.

If a reasonable modification request is granted, and the subsequent construction would be such that the tenant requires relocation for a limited period of time, [Housing Development] will provide temporary relocation. This is an eligible project expense.

### **3.15 Assistance Animals (including Service Animals)**

#### a. The Laws that Apply

A variety of state and federal laws provide tenants, prospective tenants with disabilities, and tenant's guests the right to have an **assistance animal**, pursuant to the reasonable accommodations policies and procedures set forth above. State and federal laws also give people with disabilities who visit or live in a housing development the right to be accompanied by a **service animal**, which is a specific kind of assistance animal. These rights are discussed separately, below.

#### b. What are Assistance Animals?

An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Examples of functions that assistance animals may perform include guiding people who are blind or have low vision, alerting people who are deaf or hard of hearing to sounds, providing personal protection from environmental hazards or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities. Assistance animals that provide emotional support and are not specifically trained to do a task are often referred to as "emotional support animals." They may include dogs or other animals.

#### c. What are Service Animals?

A service animal is a specific type of Assistance Animal. Generally, it is a *dog* that has been trained to do work or perform a specific task for a person with a physical, sensory, psychiatric, intellectual or other disability. Service dogs are trained to take specific action when needed to assist the person with a disability. Service dogs provide a wide variety of assistance. They may guide people who are deaf or blind, may fetch items for an individual in a wheelchair, may alert a person with diabetes when blood sugar is low,

may alert a person with depression to take medication, may take specific actions to help someone with an impending anxiety attack or with Post-Traumatic Stress Disorder, or may detect the onset of a seizure in a person with epilepsy and help keep the individual safe during the seizure. We will refer to service animals in these Policies as “service dogs” for clarity. (In addition to dogs, service animal may also include a miniature horse meeting certain criteria, under a special provision of the law.)

People may have more than one service dog or assistance animal. For example, a person with a seizure disorder and a visual disability may use one service dog to assist them in navigation and another that is trained as a seizure alert dog.

There is no legal requirement for service dogs to be visibly identified or to have documentation. Service dogs are not required to wear a vest, ID tag, or special harness. There is no requirement that a service dog have completed a formal training program. A service dog may have been trained by its owner. A service dog may still be in training.

d. When are Service Dogs Allowed?

[Housing Development] permits service dogs in all areas. Tenants and their guests are allowed to have service dogs in their apartments, and in all public areas of the [Housing Development], even in buildings with “no pets” policies.

[Housing Development] will not demand verification of disability or need for the service dog, and will not inquire as to the nature or extent of the individual’s disability. [Housing Development] will only ask two questions to determine whether a dog is a service animal:

- i. Is this a service dog that is required because of a disability?
- ii. What work or tasks has the service dog been trained to perform?

No other inquiry into the disability will be conducted and the service dog will be permitted even without documentation of the disability/need for the animal from a third party.

If the animal is not a dog, or if it does not perform a specific task, then the animal may still be an assistance animal, and permitted as a reasonable accommodation with proper verification (see below).

[Housing Development] will not ask for any documentation about the dog or require that the dog demonstrate its task.

[Housing Development] will not deny access to a service dog unless:

- i. the dog is out of control and its handler does not take effective steps to control it;
- ii. the dog is not housebroken (i.e. trained so that, absent illness or accident, the dog controls its waste elimination); or
- iii. the animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable accommodation to other policies, practices and procedures. A determination that a service animal poses a direct threat must be based on an objective, individualized assessment of the specific service animal's actual conduct — not on fears, stereotypes, or generalizations about that type of animal.

If the animal is not admitted due to one of these circumstances, the individual with a disability can still be admitted to the Development without the animal.

e. When Are Assistance Animals Other than Service Dogs Allowed?

While service dogs are allowed by right, emotional support animals that do not perform specific tasks but provide support by their mere presence may be allowed as a Reasonable Accommodation. It is important to distinguish between psychiatric service dogs who perform a specific task, and support animals.

[Housing Development] will evaluate a request from a person with a disability for a reasonable accommodation to keep or be accompanied by an assistance animal (other than a service dog described above) using the same procedures and general principles that apply to all reasonable accommodation requests (see Sections 2.11, 3.4 and 3.14). After receiving the request, [Housing Development] will consider:

- i. Does the person seeking to have the animal have a disability?
- ii. Does the person making the request have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of the individual, or provide emotional support that alleviates one or more of the identified symptoms or effects of their disability?

If the answers to questions (1) and (2) are "yes," [Housing Development] will modify or provide an exception to a "no pets" rule or policy to permit a person with a disability to have an assistance animal(s), in all areas of the premises unless doing so would:

- i. impose an undue financial and administrative burden;
- ii. would fundamentally alter the nature of the housing development's services;
- iii. the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation; or
- iv. the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

In making a determination regarding a reasonable accommodation request for an assistance animal, [Housing Development] will comply with all requirements regarding reasonable accommodations in Sections 3.4 and 3.14.

#### f. Putting It Together

When a tenant, applicant or visitor seeks to access a [Housing Development] with an assistance animal, [Housing Development] will first:

- i. ask whether the animal is a service dog (or miniature horse) required because of a disability and if so,
- ii. Ask what work or tasks the dog has been trained to perform.

If the answer to question 1 is yes, and the dog has been trained to perform work or a task, the animal must be permitted to accompany the person to

all areas where persons are normally permitted to go, unless (1) the animal is out of control and its handler does not take effective action to control it; (2) the animal is not housebroken; or (3) the animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices, or procedures.

If the dog does not meet the service dog test, or if the animal is not a dog, then [Housing Development] will evaluate the request for an assistance animal according to its usual reasonable accommodation policies and Section 3.14 above.

### **3.16 Guidelines for All Assistance Animals, Including Service Dogs, Living in the Development**

For *all* assistance animals, including service dogs, [Housing Development] will apply the following guidelines:

- a. [Housing Development] will not charge additional fees or deposits to an individual with a disability for using an assistance animal. Tenants can be held liable for any damage or injury the animal actually causes.
- b. [Housing Development] will not exclude specific breeds of animal or species, nor set limits on size or weight. However, an animal may be excluded if the specific animal in question poses a direct threat to the health or safety of others, or would cause substantial damage to the property of others, and if the situation cannot be reduced or eliminated by reasonable accommodation.
- c. A determination that an assistance animal poses a direct threat will be based on an individualized assessment of the specific animal's actual conduct – not on fears, stereotypes or generalizations.
- d. [Housing Development] will allow the assistance animal to accompany the individual with a disability to all areas of the facility where members of the public are allowed to go, including laundry rooms, recreational areas, offices and dining areas. Animals, including dogs, may normally be excluded from pools if required by public health rules, but must be allowed on the pool decks and surrounding areas. There may be specific instances where a

reasonable accommodation allowing a dog in the pool will need to be considered.

- e. The individual with the assistance animal is held responsible for the proper disposal of animal waste. Our policies may require that all waste and cat litter be disposed of in a proper manner. [Housing Development] will allow residents who are unable to comply with these requirements personally to make arrangements for help, such as through family, friends or assistants.
- f. The individual with the disability has the responsibility to care for and supervise the assistance animal, including toileting, feeding, grooming, and veterinary care.
- g. The individual with the disability must retain full control of the animal at all times. This means that when an assistance animal is in common areas, it is either under control on a leash, in a carrier, or otherwise under the control of its owner or handler. Some service animal tasks cannot be completed while on a leash, such as picking up an item at a distance so the animal must be under voice control. When in the presence of others, the animal is expected to be well-behaved.
- h. In the event that an owner or handler fails or is unable to exercise proper control of an assistance animal in a common area, [Housing Development] may ask the person to remove the animal from the immediate area. Continual barking in a quiet place may not be appropriate unless it is the task the dog is trained to perform. If a dog barks just once or barks because someone has provoked it, that does not mean the dog is out of control.

### 3.17 Policy on Effective Communication

#### a. Overview

[Housing Development] will ensure that communications with applicants and tenants with disabilities are as effective as its communications with people without disabilities. To meet this obligation, [Housing Development] will provide appropriate auxiliary aids and services to ensure that People with Disabilities have an equal opportunity to participate in, and benefit from, their Housing Development and services provided.

[Housing Development] will provide, **at its expense**, auxiliary aids and services for effective communication with its residents, applicants, and



employees. People will not be asked or required to provide and/or pay for their own interpreters. A person with a disability may request a specific type of auxiliary aid or service as his or her preferred method of communication.

b. Provision of Auxiliary Aids and Services

Auxiliary aids and services may include, but are not limited to:

- i. Qualified sign language interpreters on-site or through video remote interpreting (VRI) services; note takers; real-time computer-aided transcription services (CART); written materials; exchange of written notes; assistive listening device systems; or other effective methods of making aurally delivered information available to people who are deaf or hard of hearing;
- ii. Qualified readers; taped texts; audio recordings; Brailled materials and displays; screen reader software, magnification software, optical readers on computers available for viewing by applicants or residents; large print materials; accessible electronic and information technology formats for documents supplied by e-mail or on a disc; transcribing non-readable PDF and other digital formats into formats that can be read by screen-readers; or other effective methods of making visually delivered materials available to people who are blind or have low vision;
- iii. Speech-to-Speech relay phone service, or Visually Assisted Speech-to-Speech relay phone service through Skype, for people with speech disabilities;
- iv. Providing oral explanations and assistance in completing forms for people with cognitive or other disabilities.

[Housing Development] will provide, upon request from people who are blind, have low vision, or have cognitive disabilities, forms, notices, and other information in alternative formats, including in response to requests to automatically receive in a requested alternate format all print materials distributed, posted, or made available to applicants and residents.

In determining which auxiliary aids and services to provide, [Housing Development] will give primary consideration to the requests of the individual with a disability unless doing so would result in an undue

financial and administrative burden. The preferred choice must be honored unless it can be shown that:

- i. another equally effective means of communication is available;
- ii. the use of the means chosen would result in a fundamental alteration in the service, program or activity; or
- iii. the use of the means chosen would result in an undue financial burden to the [Housing Development].

Auxiliary aids and services will be provided in such a way as to protect the privacy and independence of the individual with a disability.

Adult family and friends will not be required or used to interpret, except in an emergency or at the choice of the individual in short, informal interactions that do not involve matters related to admission or occupancy. Children will not be used except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available.

When possible and practical, auxiliary aids and services will be provided immediately on an as needed basis, and “walk-in” requests for aids and services will be honored to the extent possible. However, there may be instances in which it is not possible to provide requested aids and services immediately, such as arranging for Braille materials or American Sign Language Interpreters. People needing these services should, where possible, make the request for auxiliary aids or services in advance of when needed.

Owners must provide every tenant an opportunity to identify a third person to assist with communications and support and must use HUD Form HUD-92006 (5/09) or an equivalent form to identify such people. See Appendix 8, HUD Notice of Supplemental and Optional Contact Information for Applicants and Tenants.

### **3.18 Appeal and Grievance Procedures**

**[Housing Development will use the following grievance procedures:**

- a. [Housing Development] will provide timely written notice to an applicant or tenant of any denial of, partial denial of, or delay in responding to any disability related request, including but not limited

to, requests for auxiliary aids and services, reasonable accommodations, reasonable modifications, transfers to Accessible Units, or placement on waiting lists for Accessible Units. [Housing Development] will also notify an applicant or tenant if she or he is removed from a transfer or waiting list, or of other adverse determination concerning any disability related request or eligibility for a disability preference.

- b. The notice will be in the form included in Appendix 5, Approval or Denial of Reasonable Accommodation or Reasonable Modification Request, and will include:
  - i. The name, title, and contact information of an individual who they can contact in regard to the action and the grievance procedure;
  - ii. A description of the action;
  - iii. The reasons for the action with enough specificity to allow the individual to prepare an informed rebuttal;
  - iv. Information about how the tenant or applicant can view and copy his or her file and any records related to the adverse action;
  - v. The availability of a meeting with a manager or other supervisory individual not involved in the decision on the action;
  - vi. The time deadlines and process for requesting the meeting in (iv);
  - vii. The availability of reasonable accommodations and effective communication assistance as needed in exercising the rights in the notice; and
  - viii. The location and contact information of the local legal services agency, and at least one local fair housing or disability rights organization.
  - ix. The availability of a grievance procedure through the City of Los Angeles.
- c. [Housing Development] will provide the notice sufficiently in advance of any applicable deadline or adverse action.
- d. [Housing Development's] grievance procedures include:
  - i. The availability of a meeting to contest the action. The meeting will be with a manager or other supervisory individual not involved in the decision on the action;

- ii. The availability of reasonable accommodations and effective communication assistance as needed to participate in the meeting;
  - iii. The right to view and copy the file and any records related to the adverse action;
  - iv. The right to present evidence and witnesses at the meeting;
  - v. The right to be represented or accompanied by a person of his or her choice at the meeting; and
  - vi. The right to receive a written decision within five (5) business days of the outcome of the meeting that states the reason for the decision and the evidence relied on in making the decision.
- e. These procedures supplement and do not replace any notice and grievance procedures required by HUD, any funding sources, or other applicable law.
- f. The right to notice and the grievance process are in addition to [Housing Development's] obligation to engage in the interactive process with an individual who has requested a reasonable accommodation or modification.
- g. Applicants and tenants are not be required to exhaust these grievance procedures before seeking other administrative or judicial relief that may be available.

### **3.19 Department on Disability - Information and Referral Resources**

- a. Information about the rights of people with disabilities, and about securing the provision of auxiliary aids from service providers may be requested by calling the City of Los Angeles' Department on Disability at (213) 202-2748 Voice or (213) 202-3452 TTY.
- b. To file a grievance or complaint with the City of Los Angeles, contact **[contact info to be asserted by City before finalization of Policies]**
- c. Appendix 9, Resource Guide for Owners, Tenants, and Applicants, contains resources on disability discrimination that may be of interest.