

THE UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

VOLUNTARY COMPLIANCE AGREEMENT  
(Pursuant to Title VI of the Civil Rights Act of 1964)

between

THE U.S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT

AND

HOUSING AUTHORITY OF INDEPENDENCE  
INDEPENDENCE, MISSOURI

Title VI Compliance Review Number: 07-13-R001-6

**Housing Authority of Independence  
Voluntary Compliance Agreement**

**Index**

<b>I.</b>	<b>Introduction</b>	<b>3</b>
<b>II.</b>	<b>Definitions</b>	<b>3</b>
<b>III.</b>	<b>General Provisions</b>	<b>5</b>
<b>IV.</b>	<b>Specific Provisions</b>	<b>6</b>
	<b>A. Employee Education and Training</b>	<b>6</b>
	<b>B. Limited English Proficiency Program</b>	<b>7</b>
	<b>C. Notice and Publication</b>	<b>9</b>
<b>V.</b>	<b>Reporting and Compliance Requirements</b>	<b>9</b>
	<b>A. Status Reports</b>	<b>9</b>
	<b>B. General Reporting</b>	<b>10</b>
<b>VI.</b>	<b>Recordkeeping Requirements</b>	<b>10</b>
<b>VII.</b>	<b>Implementation, Monitoring, and Enforcement</b>	<b>11</b>
<b>VIII.</b>	<b>Effect of Non-Compliance with this Agreement</b>	<b>11</b>
<b>IX.</b>	<b>Signatures</b>	<b>13</b>

## **I. INTRODUCTION**

The Housing Authority of Independence, Missouri (HAI) owns, operates, or controls a public housing program, consisting of housing and non-housing programs. These housing and non-housing programs include, but are not limited to common entrances, management offices, laundry rooms, common areas, corridors, hallways, elevators, and community programs. HAI receives public housing funding, Section 8 funding and Capital Fund Program funds from the U.S. Department of Housing and Urban Development (HUD or the Department) to operate, maintain and make capital improvements to these projects.

HAI must comply with various Federal civil rights laws and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d-1, and its implementing regulations at 24 C.F.R. Part 1 (Title VI) and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, 65 Fed. Reg. 50121 (August 16, 2000) (Limited English Proficiency, or LEP). Title VI provides that no person shall "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." Executive Order 13166 directs every federal agency that provides financial assistance to non-federal entities to publish guidance on how their recipients can provide meaningful access to LEP individuals and thus comply with Title VI regulations forbidding funding recipients from restricting an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program.

During the week of May 13 through 24, 2013, the Department's Office of Fair Housing and Equal Opportunity (FHEO) conducted a civil rights related compliance review of HAI's Low-Income Public Housing and Section 8 Housing Choice Voucher programs. FHEO conducted this review pursuant to Title VI and Executive Order 13166 (Limited English Proficiency), respectively, to determine whether HAI has administered its programs and activities in compliance with the nondiscrimination requirements of Title VI.

The review team reviewed files and records, including tenant files, work orders, eviction files, applications, and HAI's current policies, including the Admissions and Continued Occupancy Policy (ACOP) and the Administrative Plan (AP).

As a result of the compliance review, the Department issued a preliminary Letter of Findings on September 30, 2014, concluding that the HAI was in non-compliance with Title VI in the area of Limited English Proficiency.

HAI agrees to enter into this Voluntary Compliance Agreement (VCA or Agreement) in order to address the issues raised in the Department's September 30, 2014, Letter of Findings and to ensure compliance with its responsibilities under Title VI, and the implementing regulations.

## **II. DEFINITIONS**

Administrative Offices — HAI's administrative offices located at 210 S. Pleasant Street.

Beneficiary - The ultimate consumer of HUD programs who is LEP and receives benefits from a HUD recipient. (HUD LEP Guidance).

Covered Employee - Employees involved in the property management of HAI include managers and other employees whose daily job tasks involve interacting with applicants and/or tenants. The term employees includes contract employees, long-term (a minimum of four months) consultants and employees of long-term consultants.

Housing Authority of Independence (HAI) - The officers, directors, agents (including contract employees), employees and successors or assigns of the HAI.

HUD LEP Guidance - Based on model guidance from Department of Justice (DOJ), HUD published its proposed rule in December 2003. With no significant changes, HUD published the final rule, Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, on January 22, 2007. 72 Fed. Reg. 2732.

Language Assistance Plan (LAP) - A written implementation plan that addresses identified needs of the LEP individuals they serve. Recipients should have a process for continuously monitoring and updating the plan. (HUD LEP Guidance)

Limited English Proficient (LEP) Individual - Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English because of their national origin. (HUD LEP Guidance)

Recipient - Any State, political subdivision of any State, or instrumentality of any State or political subdivision, any public or private agency, institution, organization, or other entity, or any individual, in any State, to whom Federal financial assistance is extended, directly or through another recipient, for any program or activity, or who otherwise participates in carrying out such program or activity, including any successor, assign, or transferee thereof, but such term does not include any ultimate beneficiary under any such program or activity. 24 C.F.R. § 1.2(f).

Limited English Proficient (LEP) Vital Document - Any document that is critical for ensuring meaningful access to the recipient's major activities and programs by beneficiaries generally and LEP individuals specifically. (HUD LEP Guidance)

Non-housing Programs - All or any HAI-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances (e.g., buses, shuttles and vans), roads, walks, passageways, parking lots or other real or personal property including the site where the building, property or structure is located. A non-housing program, includes but is not limited to, common areas, entrances, elevators, on-site offices, community centers (including restrooms), day care facilities, corridors, hallways, meeting rooms, recreation rooms, senior citizen centers, social services offices, mail delivery, laundry facilities and trash disposal. Non-housing programs include any aid, benefit or service provided by HAI policies, procedures and services whose operation contributes to the application for housing, full enjoyment of housing, and full

participation in HAI's housing programs. To the extent that entrances, elevators and common areas provide accessible routes and connect dwelling units and non-housing programs they fall within the provisions of this Agreement.

Project - The whole of one or more HAI-owned residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single contract for Federal financial assistance or application for assistance; or are treated as a whole for processing purposes, whether or not located on a common site. A project may also be referred to as a development.

Total Dwelling Units - The total number of HAI's dwelling units as of the effective date of this Agreement, 522 dwelling units, as reflected in Appendix A.

### **III. GENERAL PROVISIONS**

- A. This Agreement applies to all federally funded projects, developments and related facilities and programs or activities that HAI, its agents, successors, and assigns or beneficiaries, own, control, operate or sponsor.
- B. This Agreement does not affect the obligation of HAI to have all programs, facilities, activities and policies in compliance with Title VI, nor does it address whether the entirety of HAI's operations are in compliance.
- C. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors and assigns of HAI and HUD, when acting in their official capacities on behalf of either HAI or HUD. This Agreement shall remain in effect until HAI has satisfactorily completed the provisions set forth in this Agreement; or for a minimum of one (1) year after the effective date of this Agreement, whichever is later.
- D. This Agreement does not increase or diminish the ability of any person or class of individuals to exercise their rights under Title VI, the Fair Housing Act, as amended (Fair Housing Act) or any other federal, state, or local civil rights statute or authority. This Agreement does not create any private right of action for any person or class of individuals not a party to this Agreement.
- E. This Agreement does not affect the ability of HUD or HAI to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- F. This Agreement does not in any way limit or restrict HUD's authority to investigate any complaints against recipients made pursuant to Title VI, or any other authority within the Department's jurisdiction.
- G. HAI agrees to refrain from discrimination against any person in violation of Title VI or the Fair Housing Act, and to refrain from retaliating against any person who has exercised his or her civil rights; or has participated in any manner with respect to the

above-referenced compliance review; or participated in any manner in protecting the civil rights of HAI's residents.

- H. Upon the effective date of this Agreement, this VCA is a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the law.
- I. HAI shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with HAI's information and privacy practices and procedures and applicable laws. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- J. To the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding HAI's obligations, responsibilities, or technical requirements under Title VI, and/or the Fair Housing Act, conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.
- K. This Agreement does not supersede, or in any manner change, the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.
- L. This Agreement does not affect any requirements for HAI to comply with all requirements of Title VI and/or the Fair Housing Act not addressed in this Agreement.
- M. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories to the Agreement are notified in advance of the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Assistant Secretary, Office of FHEO, or her assigns. Any such amendment, modification, or waiver shall only be effective in the specific instance and for the specific purpose for which given.

#### **IV. SPECIFIC PROVISIONS**

##### **A. EMPLOYEE EDUCATION AND TRAINING**

- 1. Within 90 days of the effective date of this Agreement, all current HAI covered employees shall receive a minimum of two (2) hours of training provided by the Department, related to HAI's duties under this Agreement, as well as applicable civil rights statutes. Training topics shall include, but are not limited to filing of a Fair Housing complaint and general nondiscriminatory requirements under the Fair Housing Act and Executive Order 13166.

2. Within 60 days of each new covered employee's entry date of service, HAI shall require new covered employees to receive training and/or review the training materials provided during the training set forth in Paragraphs IV.A.1. above.
3. The HAI shall maintain records of the dates the training sessions were conducted, the names, and titles of the people in attendance, and the agenda for the training. These records shall be included in the Status Reports submitted to the Department throughout the duration of this Agreement.
4. In accordance with 24 C.F.R. § 982.54(d)(6) and 982.304, the HAI will educate employees that operate the Section 8 housing choice voucher program about their obligation to assist a family claiming that discrimination has prevented them from leasing a suitable unit by providing them information on how to fill out and file a housing discrimination complaint.

## **B. LIMITED ENGLISH PROFICIENCY PROGRAM**

- I. Four-Factor Analysis (1-1-.A): Within 180 days of the effective date of this Agreement, the HAI shall undertake and complete the FFA and assess the needs of the eligible LEP population, to ensure that the LEP population has reasonable access to all HAI programs and activities in compliance Title VI. (See 72 Fed. Reg. 2738-2747 (Jan. 22, 2007)).
  - a. The FFA will:
    - i. Determine the number and proportion of LEP individuals for each language group served, or likely to be encountered by the program supported by census data or other relevant data;
    - ii. Determine the frequency with which any LEP individual would come into contact with the program;
    - iii. Determine the nature or importance of the specific activity, program, or service to a person's life; and
    - iv. Determine the resources available to execute the program, such as translated documents, and the cost of providing the needed services.
  - b. HAI shall submit the FFA to HUD for review and approval. The Department will provide its approval, or comments, if any, within thirty (30) days of receipt of the FFA. The Department may provide technical assistance to HAI in modifying the FI-A, if needed.
  - c. HAI will have thirty (30) days to modify the FAA in accordance with the Department's comments and resubmit for approval.
  - d. Within thirty (30) days of HUD's approval of the FFA, HAI shall provide a copy of the final approved FFA to each covered employee who may be in contact with LEP individuals or whose responsibilities include monitoring sub-recipients.

- e. Within thirty (30) days of HUD's approval of the LAP, and if supported by the results of the FFA, HAI will hire or appoint appropriate personnel to administer and ensure compliance with the provisions of this Agreement.
  - i. Within ten (10) days of appointing the Agreement Administrator, HAI will provide HUD with their name, contact information, and a copy of their resume and qualifications.
- 2. Language Assistance Plan (LAP): Within 90 days after completion of the FFA, HAI will submit an LAP, including written policies and procedures consistent with the results of the FFA to ensure that the LEP populations has reasonable access to HAI programs and activities, to HUD for review and approval.
  - a. The LAP shall include:
    - i. Procedures HAI will use to identify LEP individuals with whom they have contact, the size of LEP populations, and the languages of the LEP populations;
    - ii. Points and types of contact HAI may have with LEP individuals;
    - iii. Ways in which language assistance will be provided, which may include, but is not limited to, the translation of all vital documents, updating the HAI's website to include webpages for LEP individuals, updating or providing an interactive voice response system for all telephone lines, to display and maintain a Fair Housing poster in the languages in the language groups served at all locations where dwelling units are offered for sale or rental;
    - iv. Plan for outreaching to LEP community;
    - v. Plan for training staff members on the LEP Guidance and the LAP;
    - vi. List of vital document(s) to be translated, the languages into which they will be translated and the timetable for translations;
    - vii. Plan for translating information materials that detail services and activities provided to beneficiaries;
    - viii. Plan for providing appropriately translated notices to LEP individuals;
    - ix. Plan for providing interpreters for large, medium, small, and one-on-one meetings;
    - x. Plan for developing community resources, partnerships, and other relationships to help with the provision of language services;
    - xi. The timelines for implementing the foregoing changes; and
    - xii. Provisions for monitoring and updating the LAP.
  - b. The Department will provide its approval, or comments, if any, within thirty (30) days of receipt of the LAP. The Department may provide technical assistance to HAI in modifying the LAP, if needed.
  - c. HAI will have thirty (30) days to modify the LAP in accordance with the Department's comments and resubmit for approval.



- d. Within thirty (30) days of HUD's approval of the LAP, HAI shall provide a copy of the final approved LAP to each covered employee who may be in contact with LEP individuals or whose responsibilities include monitoring sub-recipients.
3. Within 180 days of the effective date of this Agreement, the HAI shall display a sign (in the languages of the language groups served) near each of its customer service areas that describes the scope of language services that HAI offers at that location, and states that HAI provides language services for LEP individuals at no cost.
4. Within 180 days of the effective date of this Agreement, the HAI shall update its Admission and Continued Occupation Policy Chapter 1, Section F. Translation of Documents to reflect its position regarding the translation of documents in accordance with the LAP.

### **C. NOTICE AND PUBLICATION**

1. Within 30 days of the effective date of this Agreement, the HAI shall distribute a letter describing the terms of the VCA to all current HAI employees, including contract employees.
2. Within 30 days of the effective date of this Agreement, the HAI shall distribute a copy of the VCA to members of the HAI Board of Commissioners and HAI managers and supervisors that will be responsible for the implementation of the actions set out in the VCA.

### **V. REPORTING REQUIREMENTS**

#### **A. STATUS REPORTS**

1. This Agreement establishes the requirement for HAI to submit quarterly Status Reports to the Department detailing HAI's ongoing progress towards compliance throughout the duration of this Agreement.
2. The first of these Status Reports is due three months from the effective date of this Agreement, and then every three months thereafter during the term of this VCA. The first Status Report will include:
  - a. Evidence that HAI employees have completed the Employee Education and Training referenced in Section IV.A. of this Agreement.
  - b. A written certification that HAI has complied with the Notice and Publication requirements referenced in Section IV.C. of this Agreement.
  - c. A written certification that the HAI has completed the actions related to LEP as referenced in W.B.1. of this Agreement.
  - d. A written certification that the HAI has established an LAP as referenced in IV.B.2. of this Agreement.
  - e. Evidence that the HAI has displayed a language services sign as referenced in IV.B.3. of this Agreement.

- f. A summary and a numerical count of all requests for LEP services and all LEP services that have been provided by HAI.
3. Subsequent Status Reports will include certification of completion of any requirements completed during the applicable three month period of reporting, including certifications from new employees (if any) who have completed required training.

**B. GENERAL REPORTING**

1. For purposes of this Agreement, if the reporting day falls on a weekend or a federal holiday, the report will be due the first business day after the weekend or holiday.
2. For purposes of this Agreement, all reporting and related materials must be mailed to:

Betty J. Bottiger  
Region VII Director  
Office of Fair Housing and Equal Opportunity  
U.S. Department of Housing and Urban Development  
Gateway Tower II  
400 State Avenue  
Kansas City, KS 66101

**VI. RECORDKEEPING REQUIREMENTS**

- A. During the term of this Agreement, HAI shall maintain the following records and upon request, HAI shall make these records available for inspection to appropriate Department employees.
  1. HAI shall maintain records in compliance with 24 C.F.R. § 1.6, including those required under HUD program regulations, which disclose all individuals who apply for public housing assistance and the manner in which each application is resolved.
  2. HAI shall maintain all HAI resident files, including applications for residency, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination along with any and all material relating to the HAI's implementation of the requirements of this Agreement.
  3. HAI shall maintain copies of all disability-related complaints, claims, grievances, investigative records, and requests for reasonable accommodations and all review materials and documents related to the reasonable accommodation requests, including grievance process materials.
  4. HAI shall maintain files containing documentation of its efforts to meet the obligations of this Agreement.

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

- A. HUD will monitor HAI's implementation of this Agreement, which may include, but is not limited to the following: Throughout the course of the Agreement, HUD and HAI may meet quarterly to discuss the HAI's continued progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with HAI's Executive Director and/or other appropriate HAI personnel, with notice to the Executive Director, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement. By this Agreement, HAI assures full cooperation with the monitoring review undertaken by HUD.
- B. HUD will determine if HAI has complied with the terms of this Agreement. HAI retains any due process or other rights to review or appeal HUD's determination. It is understood that no conditions in this Agreement, however, will limit or restrict HUD's legal rights to enforce Title VI or other applicable laws and regulations.
- C. HUD reserves the right to conduct periodic on-site reviews of HAI policies, records and properties, including modifications completed pursuant to this Agreement, to ensure compliance with this Agreement.
- D. Prior to the expiration of any timeframe in this Agreement, HAI may submit a request for an extension supported by documentation of good cause. The Department shall review requests for extensions and grant them if they are reasonable.
- E. In the event that HAI fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, the Department may take any contractual, statutory or regulatory remedy available to HUD.
- F. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of HAI under this Agreement.

## **VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT**

- A. The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner. Upon a finding of non-compliance, HUD will provide HAI with a written statement specifying the facts of the alleged non-compliance and a reasonable opportunity to resolve or cure the alleged non-compliance; or, in the alternative, an opportunity to negotiate in good faith HUD's findings of non-compliance. However, if the Department determines that HAI has not satisfactorily resolved the findings of non-compliance, the Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement.

1. Any act(s) or omission(s) by an HAI employee who violates the terms of this Agreement may serve as grounds for HUD to commence proceedings to impose debarment, suspension, or limited denial of participation for that employee or person, as set forth in 2 C.F.R. Part 2424 for that employee.
2. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD to commence proceedings that ultimately finds that HAI has breached its annual contributions contract (ACC) with respect to some or all of HAI's functions. 24 C.F.R. § 968.335(f).
3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD to commence proceedings that ultimately result in the withholding of some or all of HAI's Capital Fund Program funding. 24 C.F.R. § 968.335(f).
4. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to commence proceedings that ultimately deny HAI high performer status. 24 C.F.R. § 901.115(k)(5).
5. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to commence proceedings in the appropriate forum to seek specific performance of any or all of the provisions of this Agreement in federal court.
6. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Title VI or other appropriate statutory or regulatory authority.
7. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.

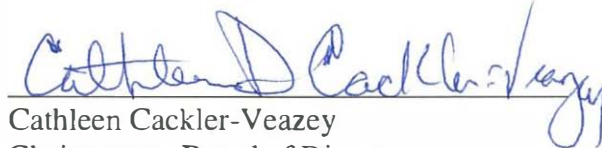
B. The acts set forth in this Section VIII are not mutually exclusive, and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

**IX. SIGNATURES**

Housing Authority of the City of Independence:


  
\_\_\_\_\_  
Ed Miller  
Executive Director

3/17/15  
\_\_\_\_\_

  
\_\_\_\_\_  
Cathleen Cackler-Veazey  
Chairperson, Board of Directors

3/17/15  
\_\_\_\_\_ Date

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

  
\_\_\_\_\_  
Betty J. Bottiger  
FHEO Region VII Director  
Office of Fair Housing and Equal Opportunity

April 2, 2015  
\_\_\_\_\_ Date