

1 2. Modification of Settlement Agreement.

- 2 (a) This Settlement Agreement may only be modified or amended in
3 writing, signed by all parties, that specifically states that its purpose is
4 to amend or modify this Settlement Agreement provided that no
5 modification of the agreement shall change National Union's
6 obligations with respect to this Agreement.
- 7 (b) All deadlines and dates for performance by the CRA under this
8 Settlement Agreement may be extended or modified by written
9 agreement between Plaintiffs and the CRA.
- 10 (c) If the CRA should be delayed, interrupted, or prevented from
11 performing any of its obligations under this Settlement Agreement
12 and such delay, interruption, or prevention is due to fire, act of God,
13 or other unforeseeable events, or is due to any cause outside the
14 reasonable control of the CRA, then the time for performance of the
15 affected obligation of CRA may be extended, by written agreement of
16 the Parties, for a period equivalent to the period of such delay,
17 interruption, or prevention. Furthermore, under appropriate
18 circumstances, including the CRA's inability to perform its
19 obligations under this Agreement, the Court may exercise its inherent
20 authority to modify, amend or rescind the Judgment to promote the
21 ends of justice.
- 22 (d) Any Party may file a written motion with the District Court for the
23 purpose of modifying a term or provision of the Settlement
24 Agreement. Before filing a motion with the District Court, the
25 moving Party must discuss the reasons for the proposed modification
26 with all Parties for the purpose of determining whether there is
27 agreement on the need for the modification.
- 28

1 3. **Conditions Precedent.** The Parties agree that this Settlement
2 Agreement shall be conditioned upon, and shall become operative only upon, the
3 occurrence of each and every one of the following events:

- 4 (a) The Settlement Agreement has been approved by the CRA's
5 Governing Board prior to execution of the Agreement and submission
6 to the Court.
7 (b) The Settlement Agreement has been fully executed by the Parties.
8 (c) The Court has entered a Final Judgment substantially in the form
9 attached as Exhibit D which Final Judgment has become non-
10 appealable.

11 4. **Notice to the Parties.** All notices required or permitted hereunder shall
12 be in writing and shall be served on the Parties at the addresses set forth below. Any
13 such notices shall be:

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

24 To Plaintiffs: Independent Living Center of Southern California
25 c/o Norma Jean Vescovo, Chief Executive Officer
26 14407 Gilmore Street, #101
27 Van Nuys, CA 91401
28 nvescovo@ilcsc.org

1 Fair Housing Council of San Fernando Valley
2 c/o Sharon Kinlaw, Executive Director
3 14621 Titus Street, Suite 100
4 Panorama CRA, CA 91402
5 skinlaw@gmail.com

6 Communities Actively Living Independent and Free
7 c/o Lillibeth Navarro, Executive Director
8 634 South Spring Street, Second Floor
9 Los Angeles, CA 90014
10 lnavarro@calif-ilc.org

11 With a copy to:

12 Michael Allen, Esq.
13 Relman, Dane & Colfax, PLLC
14 1225 19th Street NW, Suite 600
15 Washington, DC 20036
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17 Facsimile: (202) 728-0848
18 Email: mallen@relmanlaw.com

19 Autumn Elliott, Esq.
20 Disability Rights California
21 350 S. Bixel Ave., Suite 290
22 Los Angeles, CA 90017
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24 Facsimile: (213) 213-8001
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Email: david@doialaw.com
Counsel for Fair Housing Council of San Fernando Valley

To CRA:

Steve Valenzuela
Chief Executive Officer
CRA/LA, A Designated Local Authority, Successor
to Community Redevelopment Agency of the City of
Los Angeles
448 South Hill Street, Suite 1200
Los Angeles, CA 90013
Telephone: (213) 977-1600
svalenzuela@crala.org

1 With a copy to:

Melissa Daugherty
Robert M. Collins
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Facsimile: (213) 250-7900
Melissa.daugherty@lewisbrisbois.com
robert.collins@lewisbrisbois.com

2
3
4
5
6 **5. Opportunity to Consult with Counsel.** The Parties represent that
7 prior to signing this Settlement Agreement, they have read it, consulted with counsel
8 of their choice, and each understood its terms and conditions. The Parties hereto
9 accept this Settlement Agreement as their own free and voluntary act, without
10 duress, and intend to be legally bound by it. This Settlement Agreement is made
11 without reliance upon any statements or representations by the Parties or their
12 representatives that are not contained herein.

13 **6. CRA/LA Assignment of Obligations.** The Parties agree that the
14 CRA/LA may subcontract with the City of Los Angeles to carry out any of the
15 obligations of the CRA/LA under this Agreement.

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

19 **8. Titles.** The titles used in this Settlement Agreement are non-
20 substantive descriptions included solely for the Parties' ease of reference and shall
21 not be construed to alter the substantive provisions of this Settlement Agreement.

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

25 **10. Counterparts and Facsimiles.** This Settlement Agreement may be
26 executed in counterparts and facsimiles, all of which when taken together shall
27 constitute a single instrument.
28

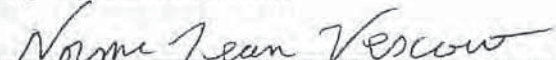
1 11. **Parties Agree to Cooperate.** The Parties agree to cooperate in
2 submitting this Settlement Agreement to the Court for execution, and to cooperate
3 and execute additional documents or take other actions necessary to perform their
4 respective obligations under this Settlement Agreement.

5 12. **Construction.** This Settlement Agreement is the result of negotiations
6 and joint drafting, undertaken in good faith and in that regard the rule of contractual
7 construction that an ambiguous term shall be construed against the drafter shall not
8 be employed.

9 13. **Signatures.** The Parties represent that the Signators on this Agreement
10 are fully authorized by their respective organizations to sign the Agreement on
11 behalf of their organizations.

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

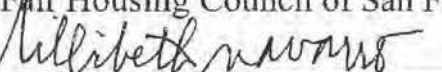
13
14 Dated: 9/5/17


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

15
16 Dated: 9/5/17


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

17
18 Dated: 9/5/17


Lillibeth Navarro, Executive Director
Communities Actively Living Independent and
Free

19
20
21 Approved as to Form:

22 Dated: 9/5/17


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25 E-mail: friedman@friedmanlaw.org
26 *Counsel for Independent Living Center*
27 *of Southern California and Communities*
28 *Actively Living Independent and Free*

Dated: 9/5/17


Steve Valenzuela
Chief Executive Officer
CRA/LA, A Designated Local Authority,
Successor to Community Redevelopment
Agency of the City of Los Angeles

1 Approved as to Form:

2 Dated: September 5, 2017


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EXHIBITS

Exhibit A: Older Properties Excluded from City Settlement

Exhibit B: Federally-Funded CRA Properties

Exhibit C: Regulatory Agreement Between CRA/LA and Owner

Exhibit D: [Proposed] Judgment Pursuant to Settlement Agreement

Exhibit E: Certification of Compliance with Accessibility Standards

Exhibit A

#9219

Older Properties Excluded from City Settlement

Project	Address	Zip Code	City	Constr. State Date	No of Units
3839 Wisconsin Apts. II (Robinson Villas)	3839-45 Wisconsin St.	90037	Los Angeles	1/11/1991	12
Academy Village	5225 Blakeslee Ave.	91601	North Hollywood	10/10/89-7/1/91 - 10/10/89 Council Approval of	248
Carlton Hotel	534 Wall St.	90013	Los Angeles	6/17/1991	45
Casa Del Sol	1308 Lyman Pl./4563 Fountain Ave.	90044	Los Angeles	7/1/1991	8
Casa Esperanza	206 E. 23rd St.	90013	Los Angeles	6/30/1991	10
Casa Guadalupe	3910 Guardia Ave.	90032	Los Angeles	11/21/1988	22
Central Ave. Villas	4051 Central Ave.	90011	Los Angeles	8/10/1991	20
Clark Residence Ltd. Partnership	306 S. Loma Drive	90017	Los Angeles	3/1/1990	153
Cochran Villa	2921 Redondo Blvd.	90016	Los Angeles	6/30/1991	10
Columbia House (Coronadu Place)	671 S. Coronado St.	90057	Los Angeles	6/1/1990	41
Crescent Hotel	617 E. 5th St.	90013	Los Angeles	6/25/1991	55
Dunning Apts.	5552 Carlton Way	90028	Los Angeles	7/25/1991	25
Gilbert Lindsay Manor (Coliseo)	601 W. 40th Place	90037	Los Angeles	1989	137
Harmony Gate	5218, 5220 & 5234 Harmony Ave.	91601	North Hollywood	12/1/1990	70
Harmony Place Apts. (Harmony Plaza)	5321 Harmony Ave.	91601	North Hollywood	9/30/1991	18
Hart Hotel	508 E. 4th St.	90013	Los Angeles	6/18/1991	39
Haskell Hotel	528 S. Wall St.	90015	Los Angeles	12/30/1990	38
La Jolla Hotel	721 E. 6th St.	90013	Los Angeles	1/1/1989	51
Las Americas Hotel	1205-07 E. 6th St.	90021	Los Angeles	7/1/1991	60
Leonide Hotel	512-16 S. Main St.	90013	Los Angeles	1/1/1989	46
Lorne Park	11040 Lorne Ave.	91352	Los Angeles	4/7/1990	72
Magnolia Villas S.	5250 Harmony Ave.	91601	Los Angeles	Oct-89	65
Martin Luther King Jr. Village	801 W. 40th Place	90037	Los Angeles	5/1/1990	7
New Hampshire Apts.	625 N. New Hampshire Ave.	90004	Los Angeles	7/25/1991	18
Olympia Hotel	1201 E. 7th St.	90021	Los Angeles	6/6/1991	48
Pico Union Plaza	1111-1141 W. 17th St.	90015	Los Angeles	1/1/1990	38
Prentice Hotel	1014 E. 7th St.	90021	Los Angeles	6/27/1989	46
Ridgeview Manor	14610-14620 Gledhill St.	91402	Panorama City	11/19/1991	40
San Pedro Firm Building	108-116 N. San Pedro St.	90012	Los Angeles	11/6/1990	42
Sanborn Building (Sanborn Hotel)	526-528 Main St.	90013	Los Angeles	1/15/1991	64

Older Properties Excluded from City Settlement

Project	Address	Zip Code	City	Constr. State Date	No of Units
Selby Hotel	1740-1752 N. Hudson	90028	Los Angeles	6/21/1990	29
Simone Hotel (a.k.a. San Julian Hotel)	520 S. San Julian St.	90013	Los Angeles	Jun-91	123
St. James Square	1833 W. 5th St.	90057	Los Angeles	12/19/1991	70
St. Mark's Hotel	609-11 E. 5th St.	90013	Los Angeles	6/30/1991	91
Strathern Park	11111 Strathern St.	91352	Los Angeles	4/7/1990	169
Strong Residence	826 S. Coronado St.	90057	Los Angeles	10/5/1990	6
Sunflower Norton Apts.	1242 S. Norton Ave.	90019	Los Angeles	4/2/1989	10
Telacu Senior Manor L.A.	1033 S. Hope St.	90015	Los Angeles	9/30/1991	40
Ward Villas	1177 W. Adams Blvd.	90007	Los Angeles	12/29/1990	120
Westminster Park Plaza	9400 Maie St.	90002	Los Angeles	2/1/1989	130

Exhibit B

Federally-Funded CRA Properties

Project	Address	Constr. State Date	No. of Units	UFAS 5% Requirement	UFAS 2% Requirement
Amistad Plaza	6050-6120 S. Western Ave.	3/1/2003	56	3	2
Buckingham Place Senior Housing (Buckingham Senior Apts.)	4020-70 Buckingham Rd.	2/19/2003	70	4	2
Casa Verde	1552 Schrader Blvd	8/15/98	30	2	1
Don Hotel (Don Senior Apartments; Don Carlos Apartments	105 E. I St.	1999	58	3	2
Eastside Village (Lillian Mobley)	2250 E. 111st St.	8/3/2000	78	4	2
Encore Hall (Triangle Square)	1602 Ivar Ave.	8/5/2005	104	6	3
Ford Apts. (Ford Hotel)	1000 E. 7th St.	5/28/10	122	7	3
Gallery at NoHo Commons	5416 Fair Ave.	6/1/2004	438	23	9
Grandview 9	916-920 S. Park View St.	11/3/2000	62	4	2
Heavenly Vision Seniors	9426 S. Broadway (9500 S. Broadway)	7/12/1998	46	3	1
Hope Manor	1332 S. Hope St.	12/20/1998	75	4	2
Imani Fe East & West	10424 S. Central Ave.	8/2/07 City	92	5	2
La Estrella	1979 Estrella Ave.	7/25/2000	11	1	1
Lofts @ NoHo Commons (a.k.a. NoHo Commons Phase II)	11136 Chandler Blvd.	9/1/2005	292	15	6

Project	Address	Constr. State Date	No. of Units	UFAS 5% Requirement	UFAS 2% Requirement
Metro Hollywood Apts (a.k.a. Hollywood Western Apts./Western Carlton Phase II)	5450 Hollywood Blvd.	4/1//02	60	3	2
Palomar Apts.	5473 Santa Monica Blvd.	6/27/2003	26	2	1
Paseo del Sol	417 N. Soto St.	9/20/2001	7	1	1
Vermont Seniors	3901-3925 S. Vermont Ave./ 1015 W. 39th Place	10/1/2005	140	7	3
Villas at Gower	1720/1726 N. Gower St.	4/27/10 City	70	4	2
Vista Monterey Senior Housing	4647 Huntington Dr. N.	9/16/05 CRA; 10/21/2005	48	3	1
Western Carlton Apartments; Carlton Court Apartments	5443 Carlton Way	4/15/1999	61	4	2
Yale Terrace Apartments	716-734 S. Yale St.	3/17/2005	55	3	2
			2001	111	52

Exhibit C

ACCESSIBILITY COVENANT AGREEMENT

Between

**CRA/LA, A Designated Local Authority, Successor to
Community Redevelopment Agency of the City of Los Angeles**

and

[OWNER]

relating to

(NAME OF HOUSING DEVELOPMENT)

Dated as of _____

ACCESSIBILITY COVENANT AGREEMENT

THIS ACCESSIBILITY COVENANT AGREEMENT ("Accessibility Covenant Agreement" or "Agreement") is made, entered into and dated as of [DATE] by and between the CRA/LA, A Designated Local Authority ("CRA/LA") and [NAME OF OWNER] ("Owner").

RECITALS

WHEREAS, Owner is the owner of that certain [# OF UNITS]-unit multifamily rental housing project commonly referred to as [NAME OF HOUSING DEVELOPMENT] and located at [ADDRESS AND LEGAL DESCRIPTION] (the "Project"); and

WHEREAS, CRA/LA is providing financial assistance to [OWNER] in the amount of [AMOUNT OF ASSISTANCE] for purposes of financing costs of any necessary improvements and equipment to bring the Project into compliance with the Accessibility Requirements, as defined below; and

WHEREAS, Owner has agreed to comply with the terms and provisions of this Accessibility Covenant Agreement upon the date this Agreement is recorded in the Official Records of the County of Los Angeles (the "Effective Date"); and

WHEREAS, the CRA/LA is subject to Federal and state civil rights laws and regulations, including but not limited to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, and implementing regulations at 24 C.F.R. Part 8 (Section 504); Title II of the Americans with Disabilities Act, 42 U.S.C. §§12131-12134, and implementing regulations at 28 C.F.R. pt. 35 ("ADA"); and the Fair Housing Act of 1968, as amended, 42 U.S.C. §§3601-3620, and implementing regulations at 24 C.F.R. Parts 100, 103, 108, 110, and 121; and Chapter 11A and 11B of the California Building Code; and

WHEREAS, the CRA/LA as a "public entity" within the meaning of Title II regulations, must ensure that its programs, services and activities, comply with the ADA; and

WHEREAS, the CRA/LA has agreed to provide the financial assistance upon the condition that Owner agrees to enter into this Agreement to comply with the Accessibility Requirements.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the CRA/LA and Owner hereby agree as follows:

Section 1. Definitions.

“Accessibility Requirements” refers to the accessibility requirements that must be followed in the design, construction or alteration of the Project or an individual housing Unit of the Project (including common use elements), based on all the applicable laws and regulations, including: (1) Title II of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §12101, et seq. and the implementing standards (“2010 ADA Standards”) at 28 C.F.R. Part 35 and the 2004 ADA Accessibility Guidelines (“ADAAG”); (2) Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. §794, the implementing regulations at 24 C.F.R. Part 8, as well as the requirements of the Uniform Federal Accessibility Standards (“UFAS”); (3) the Alternative Accessibility Standard; (4) the Fair Housing Act of 1968, as amended (“FHA”), 42 U.S.C. §§3601-3620; and its implementing regulations at 24 C.F.R. Parts 100, 103, 108, 110, and 121; and (5) the California Building Code, Chapters 11A and 11B.

“Accessible” means when used with respect to a Housing Unit or Housing Development, full compliance with the Accessibility Requirements.

“Accessible Housing Development” means a Housing Development that is Accessible, including Accessible public and common use areas.

“Accessible Housing Units” means, collectively, Housing Units that are on an Accessible Route, are Accessible, and are located in an Accessible Housing Development. The term Accessible Housing Units refers collectively to Housing Units with Mobility Features and Housing Units with Hearing/Vision Features.

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

“Fair Housing Policy in Regard to Disability” means the document containing the policy of the City of Los Angeles, as amended periodically, that all City- and CRA-assisted affordable housing developments be constructed and operated in accordance with all applicable disability and fair housing laws and under which the Owner is required to create a Property Management Plan (“Property Management Plan” or “PMP”) as described in Section 4 that must comply with the requirements and guidance in the Fair Housing Policy in Regard to Disability. The PMP must be consistent with the Property Management Plan template of the City of Los Angeles Housing + Community Investment Department (“HCID”) and must be approved by CRA/LA or its designee.

“Housing Development” means the whole of one or more residential structures and appurtenant structures in the Project, including common walkways and parking lots that were or are designed, constructed, altered, operated, administered or financed in whole or in part in connection with the issuance of CRA/LA assistance.

“Housing Unit” means a single unit of residence in the Housing Development that provides spaces for living, bathing, cooking and sleeping.

“Housing Unit with Hearing/Vision Features” means a Housing Unit that complies with 24 C.F.R. §8.22 and all applicable provisions of UFAS or the comparable provisions of the Alternative Accessibility Standard, and shall include but not be limited to section 809.5 of the 2010 Standards for Accessible Design.

“Housing Unit with Mobility Features” means a Housing Unit that is located on an accessible route and complies with the requirements of 24 C.F.R. § 8.22 and all applicable provisions of UFAS or the comparable provisions of the Alternative Accessibility Standard including but not limited to sections 809.2 through 809.4 of the 2010 Standards for Accessible Design.

“UFAS” means the Uniform Federal Accessibility Standards for the design, construction or alteration of buildings and facilities to ensure that they are readily accessible to and usable by individuals with disabilities, 24 C.F.R §40, Appendix A

Section 2. Requirements of the CRA/LA. As of the Effective Date, the Owner represents, warrants, covenants and agrees as follows:

- a. Accessible Housing Units. The Housing Development shall be retrofit or constructed in accordance with the Accessibility Requirements to ensure accessibility for persons with disabilities. The following types of Accessible Housing Units shall be prioritized for persons with disabilities who have a disability-related need for the accessibility features of the unit.
 - (i) At least five percent (5%) of the total Housing Units in the Housing Development shall be constructed and maintained by the Owner as Housing Units with Mobility Features.
 - (ii) At least two percent (2%) of the total Housing Units in the Housing Development shall be constructed and maintained by the Owner as Housing Units with Hearing/Vision Features.
 - (iii) In determining the number of required Accessible Housing Units any fractions of Units shall be rounded up to the next whole number.

(iv) The Accessible Housing Units shall, to the maximum extent feasible, be geographically distributed and dispersed in terms of location within the Housing Development, and shall be provided in a range of unit sizes and types.

(v) Following reasonable notice to Owner, Owner shall allow the CRA/LA or its agent to conduct annual on-site inspections of the Housing Development and the Housing Units in order to verify compliance with the Accessibility Standards.

b. The Housing Development as a whole and all Housing Units shall meet the requirements of the FHA and California Building Code as defined above.

Section 3. Occupancy of Accessible Units. Owner shall use suitable means to assure that information regarding the availability of Accessible Units reaches eligible individuals with disabilities, and will take reasonable, nondiscriminatory steps to maximize the utilization of such units by eligible individuals whose disability requires the accessibility features of the particular unit. To this end, Owner will take the following steps when an Accessible Unit becomes vacant:

a. First, Owner will offer the unit to a current occupant of the Housing Development who has requested and needs the features of an Accessible Unit;

b. Second, Owner 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, Owner will offer the unit to an eligible, qualified applicant on the waiting list for Accessible Units who needs the features of an Accessible Unit;

d. Fourth, Owner will make reasonable efforts to advertise the unit to qualified individuals who need the accessible features, including listing it as available to individuals who need the accessible features at <http://www.Housing.LACity.org>, distributing the information about the accessible vacancy in accord with the Owner's-approved 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. In the event that more than one household has requested an Accessible Unit, Owner will offer the Unit to households in order on the Waiting Lists within each category.

If, after using the process identified above, there are no households who need the features of that Accessible Unit, then Owner may offer the unit to the next household on the conventional unit waiting list. Should that household choose not to occupy the Accessible Unit, it 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 substantially in the form of the Lease Addendum used by HCID, that requires the household to move to the next available, conventional unit of comparable bedroom size

and rent obligation, when given legal notice by the Owner that there is an eligible applicant or existing resident with a disability who requires the accessibility features of that Unit.

For individuals who are required to vacate an Accessible Unit because it is needed by an individual with a disability, Owners will pay the costs of transferring tenants to a comparable conventional unit, including new utility deposit(s), if required, and reasonable moving expenses.

Section 4. Rental Policies. The Owner shall adopt rental policies that meet the requirements of the ADA, other federal regulations as applicable, and the Fair Housing Policy in Regard to Disability of the City, as amended. A copy of the Policy is available from CRA/LA upon request. To that end, Owner shall adopt rental occupancy policies provided by the CRA/LA. Owner shall develop and utilize a PMP approved by the CRA/LA, which describes affirmative marketing, tenanting, and other procedures to ensure that the Housing Development meets all of the fair housing requirements for individuals with disabilities. Within 90 days of the issuance of CRA/LA assistance, the Housing Development must have a PMP approved by CRA/LA or its designee.

Rental applications will include a section to be filled out by applicants requesting a reasonable accommodation or modification. Unless it is an eligibility requirement for a particular Housing Development, applicants will not be required to disclose a disability under any circumstances unless requesting an accommodation or modification and that disclosure shall pertain only to the accommodation being requested. Outreach efforts to the disability community shall include, but not be limited to, notices and other communications describing the availability of such units, specific information regarding the features of accessible units, eligibility criteria, and application procedures. These, and additional procedures, are incorporated into the HCID Fair Housing Policy in Regards to Disability, dated May 12, 2016, as amended over time.

Section 5. Residential Rental Property. The Owner hereby represents, covenants, warrants and agrees as follows:

- a. Each of the Accessible Housing Units in the Project will contain complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range and oven, a sink and a refrigerator. Notwithstanding the foregoing, a unit shall not fail to be treated as an Accessible Housing Unit merely because such unit is a single room occupancy unit within the meaning of Section 42(i)(3)(B)(iv) of the Code even though such housing may provide eating, cooking and sanitation facilities on a shared basis.
- b. Each of the Accessible Housing Units (which shall not include any manager units) will be available for rental on a continuous basis to members of the general public, and the Owner shall give a preference to the Accessible Housing Units to persons with disabilities as provided herein. The owner will not give any other preference to any particular class or group in renting the Accessible Housing units, except for the following

additional preferences that may be applied in conjunction with the preference for persons with disabilities who meet the additional preferences: (1) any dwelling units that are required to be leased or rented to low income tenants and persons [62] years of age and older, (2) the requirements of any regulatory agreement executed between the Owner and HUD or between the Owner and a subordinate lender (including the City), (3) the requirements of any Section 8 Housing Assistance Payments Contract with respect to the Project, and (4) any preference Owner gives to a class of persons permitted to be given preference pursuant to the Code, State law and other applicable federal law.

Section 6. Monitoring Requirements. CRA/LA will monitor, or cause to be monitored, the the compliance of each Housing Development with the requirements of this Agreement. In order to determine compliance with the Accessibility Requirements, Owner shall submit and CRA/LA shall review and approve a certification report for the Housing Development, conducted by an architect other than the one who designed the project, that identifies the necessary and required design elements to make the units and site accessible for individuals with disabilities. CRA/LA shall inspect the construction/rehabilitation to verify production of the correct number of Accessible Housing Units and appropriate site improvements, in compliance with the Accessibility Standards and Section 2 and supported by an independent-consultant's report.

From the date of this Agreement to the end of the Accessibility Covenant Agreement as set forth in Section 7, CRA/LA will utilize the Housing Development's approved Property Management Plan and the Fair Housing Policy in Regards to Disability, to monitor ongoing occupancy compliance of the Accessible Housing Units and nondiscrimination in regards to individuals with disabilities. Compliance with the Accessibility Requirements shall include, but not be limited to, maintenance of accessibility features, target marketing, establishing and monitoring the waiting list specific to the Accessible Housing Units, reasonable accommodations and modifications, a service animal policy, an effective communication policy, a policy for re-leasing empty Accessible Housing Units and all elements contained in the Fair Housing Policy in Regard to Disability, as amended over time.

Section 7. Term of the Accessibility Covenant Agreement. This Accessibility Covenant Agreement shall become effective upon the Effective Date and shall terminate Twenty-Five Years following the Effective Date, or at the termination of other affordability or other covenants applying to the Accessible Housing Units, whichever comes later..

Section 8. Covenant To Run With the Land. The Owner hereby subjects the Project to the covenants, reservations and restrictions set forth in this Accessibility Covenant Agreement. CRA/LA and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Project, provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

Section 9. Default; Enforcement. As part of ensuring compliance with the Accessibility Requirements, CRA/LA or its agent, may conduct annual on-site visits inspecting the Housing Development, which inspection may include inspecting the Housing Units and common areas, tenant files, logs and other records. Should the Owner fail to comply with the Accessibility Requirements, the CRA/LA or its agent will first issue an Order to Comply ("Order") stating the element of the Housing Development that is out of compliance, and providing a date by which the Owner must comply. The Order shall give the Owner not more than 30 days to correct the violation, or such additional time as the CRA/LA or its agent may grant if the Owner is taking steps to correct the violation ("Compliance Date"), and diligently pursues such action until the default is corrected, which extension is in the sole discretion of the CRA/LA or its agent. The CRA/LA or its agent may reinspect the Housing Development within 10 days of the Compliance Date specified in the Order or any extension, however failure to inspect or reinspect within that time frame does not remove the obligation of the Owner to comply with the Order. If the Order is issued and the violation continues to exist after the Compliance Date, the CRA/LA or its agent may take any one or more of the following steps:

- a. **Inspection Fee for Non-Compliance.** In the event the Owner fails to comply with the Order within the Compliance Date, the Owner shall be liable for subsequent inspection fees in the amount of \$250 for each hour involved in inspecting the Housing Development until compliance has been achieved. Failure to pay the assessed inspection fee within 30 days of the date of invoice, will result in a late charge equal to two times the fees and a collection fee equal to 50 percent of the original fee shall be imposed if any fee imposed is not paid within 30 days of service of notice of the imposition of the fee. The late fee may be imposed without a hearing but may be appealed to the Chief Executive Officer of the CRA/LA. The appeal shall be made in writing, and shall specify the grounds for the appeal. The appeal shall be filed with CRA/LA within ten calendar days of the issuance of the imposition of the late fees and costs. The Chief Executive Officer or his designee shall issue a decision within ten calendar days of the filing of the appeal. A copy of the decision shall be served on the person or entity subject to the Order or fee by first class United States mail, postage prepaid, or in person. The CRA/LA shall have the right to bring legal action in any court to enforce the Order and collect the amount of outstanding fees and penalties. The CRA/LA may waive the penalty imposed pursuant to this section if CRA/LA determines that good causes exists for the Owner's failure to pay in a timely manner.
- b. By mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, require the Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of the CRA/LA hereunder; and
- c. Have access to and inspect, examine and make copies of all or a portion of the records of the owner pertaining to compliance with all provisions of this Accessibility Covenant, including records relating to the accessibility of the Accessible Housing Units; Certification Reports and underlying documents; the marketing, leasing and occupancy of Accessible Housing Units by people with disabilities who need the accessible features; compliance with the Housing Development's approved Property Management Plan and the Fair Housing Policy in Regards to Disability; tenant waiting lists, applications, records and logs; and the implementation of the Rental Policies described in Section 4 above.
- d. Take such other action at law or in equity as may appear necessary or desirable to

enforce the obligations, covenants and agreements of the Owner hereunder.

Any other person or entity injured by the Owner's failure to comply with the Accessibility Requirements may bring an action in an appropriate forum to vindicate the rights secured under this Agreement.

Section 10. Americans with Disabilities Act, the Fair Housing Act, and California Law. The Owner hereby certifies that it and its property manager and any subcontractor will comply with the Accessibility Requirements. The Owner and any contractor and subcontractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services, and activities in accordance with the applicable provisions of the ADA, the ADAAA, Section 504, the UFAS, the FHA, the California Fair Employment and Housing Act, the California Building Code and all subsequent amendments, and all other applicable state and federal fair housing laws. The Owner and any contractor and subcontractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract and subcontract entered into by the Owner, relating to this Accessibility Covenant Agreement and the Project, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

Section 11. Governing Law. This Accessibility Covenant Agreement shall be governed by the laws of the State of California.

Section 12. Counterparts. This Accessibility Covenant Agreement may be executed in counterparts, each of which, when the parties hereto have signed the Agreement, shall be one and the same instrument.

Section 13. Recording and Filing. The Owner shall cause this Accessibility Covenant Agreement to be recorded and filed in the real property records of the County of Los Angeles and in such other places as the City may reasonably request.

Section 14. Entire Agreement. The provisions herein constitute the entire agreement between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein. This Accessibility Covenant Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County of Los Angeles, California.

IN WITNESS WHEREOF, the CRA/LA and the Owner have executed this Accessibility Covenant Agreement by their duly authorized representatives, all as set forth as of the date below.

Exhibit D

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5 UNITED STATES DISTRICT COURT
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7 CENTRAL DISTRICT OF CALIFORNIA
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12 INDEPENDENT LIVING CENTER OF) CASE NO.: CV 12-0551 FMO (PJWx)
13 SOUTHERN CALIFORNIA, *et al.*)
14) [PROPOSED] JUDGMENT
15 Plaintiffs,) PURSUANT TO SETTLEMENT
16 vs.) AGREEMENT BY AND BETWEEN
17) CRA/LA, A DESIGNATED LOCAL
18 CITY OF LOS ANGELES,) AUTHORITY, SUCCESSOR AGENCY
19 CALIFORNIA, *et al.*) TO THE COMMUNITY
20 Defendants.) REDEVELOPMENT AGENCY OF
21) THE CITY OF LOS ANGELES, AND
22) PLAINTIFFS
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1 WHEREAS, the CRA/LA, a Designated Local Authority, a defendant in this
2 action and the successor agency to the Community Redevelopment Agency of the City of
3 Los Angeles (the “CRA”), and the Independent Living Center of Southern California
4 (“ILCSC”), the Fair Housing Council of the San Fernando Valley (“FHC”) and
5 Communities Actively Living Independent and Free (“CALIF”) (collectively referred to
6 herein as “Plaintiffs”) have entered into a Settlement Agreement and Release of Claims,
7 attached as Exhibit 1, which fully resolves claims asserted by Plaintiffs against the CRA;
8 and

9 WHEREAS, the Court has jurisdiction over the subject matter of this action,
10 the Plaintiffs, the CRA, and the Settlement Agreement; and

11 WHEREAS, upon consideration, the Court finds the Settlement Agreement
12 to be fair, reasonable, and adequate.

13 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
14 DECREED AS FOLLOWS:

15 1. For the purposes of this Judgment, the Court adopts the terms and
16 definitions set forth in the Settlement Agreement attached as Exhibit 1, and all terms of
17 the Settlement Agreement are incorporated herein by reference.

18 2. This Judgment Pursuant to Settlement completely resolves this civil
19 action between the CRA and Plaintiffs. The claims against the City of Los Angeles were
20 previously resolved by Judgment Pursuant to Settlement Agreement by and between City
21 of Los Angeles and Plaintiffs (Doc. 532, filed August 4, 2016). This does not resolve this
22 action between Plaintiffs and the remaining nominal defendants.

23 3. In accordance with the terms of the Settlement Agreement, this Court
24 reserves exclusive and continuing jurisdiction to interpret and enforce the terms of the
25 Settlement Agreement during the Settlement Term, and to resolve any disputes that may
26 arise during the Settlement Term.
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1 4. The court determines that there is no reason to delay entry of this
2 Judgment Pursuant to Settlement Agreement By and Between the CRA and Plaintiffs.
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4 **IT IS SO ORDERED and ADJUDGED**
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7 Dated: _____
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The Hon. Fernando M. Olguin
UNITED STATES DISTRICT JUDGE
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11 Attachment: Exhibit 1
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Exhibit 1

Settlement Agreement and Release of Claims

Exhibit E

Certification of Compliance with Accessibility Standards

In my capacity as independent licensed architect and California Certified Accessibility Specialist ("CAsp"), and having reviewed the Accessibility Laws and Accessibility Standards, as those terms are defined in the Settlement Agreement between the CRA/LA and Plaintiffs in *Independent Living Center of Southern California et al. v. City of Los Angeles and CRA/LA*, I [INSERT NAME] hereby certify, based on an on-site accessibility survey that I personally conducted, to the best of my professional knowledge, information and belief, that the Housing Development identified below, including the Housing Units and public and common use areas, complies with the Accessibility Laws and Accessibility Standards, including the Uniform Federal Accessibility Standards, the 2010 Americans with Disabilities Act Accessibility Guidelines and Chapters 11A and 11B of the California Building Code.

A copy of the completed survey instrument, report, documentation, and other supporting information is attached to this certification.

Name, Street Address, and Description of Housing Development Surveyed:

Description of Features and Amenities (e.g., community room, playground equipment, computer lab, fitness center, transportation services, swimming pool, on-site laundry, library, barbeque and picnic areas):

Total No. of Units in Housing Development:

List of Accessible Units by Address, Unit No., No. of Bedrooms, and Type (Mobility or Hearing/Vision):

Name and Professional Qualifications Person Providing Certification:

Date(s) Accessibility Survey Conducted:

Date of Certification:

[Name]
[Company]
[Address]
[Telephone Number]
[E-mail Address]