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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA (WESTERN DIVISION)**

INDEPENDENT LIVING CENTER OF
SOUTHERN CALIFORNIA, et al.
Plaintiff,
vs.
CITY OF LOS ANGELES,
CALIFORNIA, AND COMMUNITY
REDEVELOPMENT AGENCY OF THE
CITY OF LOS ANGELES,
Defendant(s)

Case No. 12-CV-00551 FMO (PJWx)
**MONITOR’S REPORT RE CRA/LA
FOR REPORTING PERIOD OF
JANUARY 2, 2018 THROUGH
DECEMBER 31, 2018**

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1 **I. Introduction**

2 This action concerns the provision of federally-subsidized accessible housing to persons with
3 disabilities who need mobility and vision/hearing impairments features by the successor to the
4 Community Redevelopment Agency of the City of Los Angeles, CRA/LA. *Indep. Living Ctr. of S. Cal.*
5 *v. City of Los Angeles*, 973 F.Supp.2d 1139 (C.D. Cal. 2013). The CRA/LA part of the action was
6 settled on September 7, 2017 when the Court approved the Settlement Agreement and Release of Claims
7 by and Between the CR/LA and Plaintiffs. (“Settlement”), Sept. 7, 2017, ECF No. 596, App. 1-43. The
8 part of the case involving the City of Los Angeles was resolved by the Court’s approval of a separate
9 settlement agreement in 2016. J. Pursuant to Settlement Agreement by and Between City of Los Angeles
10 and Pls., Aug. 4, 2016, ECF No. 532, App. 44-47; Settlement Agreement and Release of Claims July 29,
11 2016, ECF No. 530-2, App. 48-104.

12 The parties submitted a copy of the first Monitor’s Report in the City case on February 15, 2019.
13 The instant Monitor’s Report concerns the CRA/LA case and is also an initial report. Documents
14 referred to in this Report are set forth in the attached Appendix. (“App.”)

15 The operative date of the Settlement was January 2, 2018. Settlement II.19, App. 17. The
16 Settlement’s keystone relief is CRA/LA’s good faith efforts to reach the Target Number of Accessible
17 Housing Units (“Target Number”), or 250 units of accessible housing and common areas, within three
18 years of the Operative Date, or January 2, 2021. *See id.* at III.6, App.20; *id.* at II.29, App. 18.

19 **A. Settlement Requirements for the Monitor’s Report**

20 The Settlement requires that the Monitor prepare semi-annual reports for the Parties with a copy
21 filed with the Court. *See id.* at IV.1(b)(vii), App. 35-36. The Monitor’s Report “shall describe, at a
22 minimum, the Monitor’s assessment of the CRA’s progress in complying with all the provisions of this
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1 Agreement, and the Monitor’s comments on Reports submitted by the CRA.” *Id.* The Settlement further
2 requires that:

3 The parties shall meet and confer among themselves or with the Monitor to resolve any problems
4 identified by the Monitor or any of the parties. If the parties cannot reach agreement, either party
5 can request that the Monitor submit an additional report to the Court with recommendations for
6 action, and shall file a motion with the Court for consideration of such recommendations or other
7 requested relief.
8

9 *Id.* The Settlement also states that the Monitor shall “meet and confer with Plaintiffs and the CRA, to
10 consider suggestions for implementing the spirit and letter of the Agreement, and to clarify information
11 contained in the Monitor’s reports.” *Id.* at (viii), App. 36.
12

13 The instant report is the first Monitor’s Report covering the period from January 2, 2018 through
14 December 31, 2018. The report sets forth the Monitor’s assessment of the status of progress, problems in
15 implementing the Settlement and recommendations.
16

17 **B. Monitor’s Findings**

18 The Monitor finds that CRA/LA made a good start in 2018, the Settlement’s first year, by
19 establishing overall retrofitting goals and specifying units for retrofitting to meet the goals for newer
20 developments listed in the Settlement Agreement’s Exhibit B. Fed.-Funded CRA Prop., Sept. 7, 2017,
21 ECF No. 596-1 at 13-15, App. 118-120 (“Exhibit B”). CRA/LA has focused its compliance activities on
22 the Exhibit B developments rather than the older set of developments listed in Exhibit A. CRA/LA has
23 identified 164 specific units in Exhibit B developments for accessibility retrofitting and set affordability
24 goals for the 22 newer developments listed in the Accessible Unit and Affordability Plans, respectively.
25 (This Report refers to the number of units in the Exhibit B developments as 164. We note that CRA/LA
26 refers both to 164 and 163 units.) CRA/LA’s Report #1 On CRA/LA Accessibility Retrofit Program,
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1 dated January 9, 2019 (“Report #1”), reports that the Accessible Unit Plan has identified specific units
2 for retrofitting with mobility and sensory features and for retrofitting common areas in the 22
3 developments. Report #1 at 2, App. 141. CRA/LA also set up an electronic file server with information
4 about Exhibit B developments.

5 With respect to the additional 87 accessible units from Settlement Exhibit A¹, CRA/LA has done
6 substantially less, reporting that it has been requiring owners seeking discretionary land use approvals to
7 construct new accessible units, but is unable to quantify what this strategy might achieve. Rep. #1 at 2,
8 App. 141.
9

10 The Settlement requires “at a minimum, a detailed description” of activities “sufficient to evaluate
11 compliance” with the Settlement. III.16 and 16(b), App. 30-31. The Monitor found it difficult to
12 evaluate CRA/LA’s compliance from the three-page Report #1 alone because of the lack of detail. If,
13 however, Report #1 is supplemented by information and documents that CRA/LA has provided the
14 Monitor and Plaintiffs, or that they have requested, the aggregate shows that CRA/LA laid the
15 groundwork in 2018 for beginning the retrofit of Exhibit B units in 2019 and 2020. The Monitor notes
16 that CRA/LA has responded to several requests from the Monitor for information to supplement what it
17 has reported in its first semi-annual report and that a request is outstanding for information about data
18 that CRA/LA maintains.
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21 The parties appear to be meeting and consulting on a regular basis, CRA/LA has generally obtained
22 the timely approval of the Plaintiffs for implementation of Settlement provisions, and the parties do not
23 appear to have major differences over implementation.
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28 ¹ Older Prop. Excluded from City Settlement, Sept. 7, 2017, ECF No. 596-1 at 10-12, App. 115-117 (“Exhibit A”).

1 **II. Assessment of Progress, Problems and Monitor Recommendations**

2 **A. Procedural Requirements**

3 Among the procedural requirements of the Settlement are (1) appointment of a Settlement
4 Coordinator; (2) biannual reporting by the Settlement Coordinator; (3) Record Keeping and
5 Maintenance of Data; and (4) the establishment of a Housing Accessibility Fund and CRA/LA’s
6 responsibility for all other costs of implementation.
7

8 **1. Appointment of a Settlement Coordinator**

9
10 The Settlement provides that CRA/LA appoint a Settlement Coordinator, who will report directly to
11 the Chief Executive Officer of the CRA/LA, within 90 days of the Operative Date, or January 2, 2018.
12 III.18, App. 32. The enumerated duties of the Coordinator are significant for implementation of the
13 Settlement, including, for example, issuing Certifications of Compliance with Accessibility Standards
14 after construction or remediation of housing units and developments, Settlement III.19(b)(i), App. 33;
15 *see id.* at III.14(d)(iii), App. 29; submitting all reports required by the Settlement, *id.* at III.19(b)(ii),
16 App. 33; consulting with CRA/LA personnel, contractors or representatives to obtain information,
17 concerning CRA/LA’s compliance with the Settlement, *id.* at III.19(b)(iii), App. 33; providing or
18 overseeing training of owners, *id.* at III.19(b)(iv), App. 33; *see id.* at III.14(f), App. 29-30; responding to
19 inquiries regarding the implementation of the Settlement by CRA/LA and development owners, *id.* at
20 III.19(b)(v), App. 33; and responding to Plaintiffs’ requests for information. *Id.* at III.19(b)(vi), App. 33.
21

22 Report #1 did not discuss appointment of the Settlement Coordinator. In response to a question from
23 the Monitor, CRA/LA explained that CRA/LA appointed Barron McCoy as Settlement Coordinator in
24 2017 and that, following Mr. McCoy’s retirement, CRA/LA appointed Daniel Kahn, the Project Lead
25 for CRA’s Accessibility Retrofit Program, as the Settlement Coordinator in mid-2018. Letter to Bill
26 Lann Lee, Mar. 5, 2019 (“Kahn letter”) at 5 (Item #16), App. 148
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1 Accessibility Units occupied by persons who do not need the accessibility features. *Id.* at III.17, App.
2 32.

3 Report #1 was supposed to “contain[] qualitative and quantitative data detailing the activities carried
4 out under this Agreement for the preceding reporting period.” *See id.* at III.15, App. 30. It was intended
5 to be an authoritative statement and source of information for CRA/LA’s compliance efforts, accessible
6 unit progress information and housing policy progress information as well as specific required
7 information. *See id.* at III.16, App.30-32.

8
9 **b. Report #1**

10
11 CRA/LA’s three-page Report #1 On CRA/LA Accessibility Program for 2018 was issued January 9,
12 2019 and is included in the Appendix p.138-142. Report #1 summarizes progress in the following:

- 13 • completion of detailed accessibility surveys and reports and other physical inspections of all
14 22 Exhibit B housing developments;
- 15 • agreement by CRA/LA, Plaintiffs and the City of LA’s HCIDLA on Survey Analysis
16 Specifications;
- 17 • preparation and distribution of the Draft Accessible Housing Unit and Affordability Plans,
18 which Plaintiffs approved;
- 19 • identification of five housing developments designated as Phase I of the accessibility retrofit
20 program; and
- 21 • preparation of retrofit Agreements and Accessibility Covenants and meetings with owners of
22 the 22 housing developments, meetings with Phase I property owners and plans to execute
23 Retrofit Agreements.

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27 Rep. #1 at 1, App. 140.

1 The Report is required to provide “at a minimum, a detailed description” “sufficient to evaluate
2 compliance.” Settlement III.166(b), App.30-31. Because retrofitting is not yet underway, Report #1 has
3 less to report than future reports will. Report #1, however, provides no detailed description beyond the
4 skeletal summary with respect to its efforts on significant implementation matters, although CRA/LA
5 appears to have made genuine progress in laying the foundation for a future retrofit program for Exhibit
6 B developments.
7

8 In the paragraphs that follow, the Monitor discusses specific problems and makes recommendations
9 for addressing the problems in Report #1 and future reports.

10 **Accessibility Surveys and Reports.** CRA/LA provided the Monitor and Plaintiffs, shortly after it
11 issued Report #1, with access to the electronic file server with the accessibility surveys and reports
12 prepared by CRA’s accessibility expert Carde Ten, along with other information about Exhibit B
13 developments. Providing the Monitor and parties access to the actual surveys and other information
14 about Exhibit B developments in the file server is acceptable, but the extrinsic material should be
15 expressly incorporated by reference in the future or described in a detailed narrative.
16

17 The Monitor requested Plaintiffs’ comments on Report #1. With respect to the accessibility surveys,
18 Plaintiffs’ Counsel commented that: “We have reviewed the overviews, accessibility checklists, scopes
19 of work, photo documentation and miscellaneous information [CRA/LA] made available to us through
20 the Carde Ten file server. We believe the analysis is sound and the retrofit recommendations are well
21 thought out and documented.” Letter to Dan Kahn, Feb. 4, 2019 (“Allen letter”) at 1, App. 165.
22

23 CRA/LA, however, provided no information about older Exhibit A developments other than the
24 brief statement that it plans to condition new construction of future units in Exhibit A developments on
25 production of accessible housing. *See* Rep. #1 at 2, App. 141. CRA/LA’s electronic file server only
26 includes information about Exhibit B developments, not Exhibit A developments. CRA/LA has not
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1 conducted surveys of the Exhibit A developments and it is unclear whether it would be useful to survey
2 them. It is unclear whether CRA/LA is considering retrofitting any of the Exhibit A developments.
3 CRA/LA does not explain whether the 87 accessible units can be produced in the Settlement's three-
4 year time frame remaining. CRA/LA seems to have done little to plan for meeting the Settlement's
5 accessibility or affordability goals for the 87 units. It should do more.

6
7 The Monitor recommends that CRA/LA provide the above information about Exhibit A
8 developments in its next Report and future semi-annual reports.

9 **Survey Analysis Specifications.** These Specifications² are the same as those discussed in the
10 Monitor's Report on the implementation of the CSA in the Los Angeles City cases. Monitor's Semi-
11 Annual Rep. for Rep. Period of Sept. 5, 2016 through Dec. 31, 2018, at 46-50, Feb 15, 2019, ECF No.
12 631, App.226-230. The Monitor has expressed concerns about the use of the Specifications, particularly
13 for evaluating whether retrofit units are in fact accessible. *Id.* Plaintiffs commented in their response to
14 Report #1 that: "the Specifications document is to be employed in assessing the actual built conditions in
15 covered properties, but . . . remediation is to be accomplished, in most cases, in strict conformance with
16 the Accessibility Requirements in the Settlement Agreement." Allen letter at 1, App. 165. In response to
17 a question from the Monitor about the possible use of the Specifications in remediation, CRA/LA
18 responded that "CRA/LA has employed the Specifications Document in surveying existing conditions of
19 properties and will apply the California Building Code standards, the Fair Housing Act and the 2010
20 ADA . . . (24 CFA Part 8 ADA Alt to UFAS), whichever is stricter" for remediation. Kahn Letter at 1
21 (Item #2), App. 144. The survey reports, however, appear to apply the Specifications. In addition, the
22 Monitor is concerned that surveys of newly constructed properties are showing a significant number of
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² LCM Architects, Surveyor Analysis Specifications (2018), App. 169-173.

1 violations, indicating possible weaknesses in the plan-review and pre-construction process. The Monitor
2 has requested information on some of these topics, which has not yet been provided.

3 The Monitor will continue ongoing meeting and conferring on these concerns with the parties.

4 **Accessible Housing Unit and Affordability Plans.** These two documents are key to proper
5 implementation of the Settlement. The substance of the AHUP and the Affordability Plan are discussed
6 *infra* at Sections II.B.(1) and (2). Here we discuss procedural issues.

8 As noted above, CRA/LA has identified specific units in Exhibit B developments for retrofitting for
9 accessibility and developed affordability goals but has not identified specific units for meeting
10 affordability goals. CRA/LA provided no detail in Report #1 itself other than that Plaintiffs approved the
11 Plans and the dates of two meetings with Plaintiffs.

12 Report #1 declined to describe CRA/LA's compliance efforts in 2018 with respect to each of the
13 substantive terms of the Settlement, notwithstanding the provision in the Settlement requiring the
14 reporting of "qualitative and quantitative data detailing the activities carried out under this Agreement
15 for the preceding reporting period." Settlement III.15, App. 30. Instead, CRA/LA relies on another
16 reporting provision limiting information about compliance efforts to those "since the last report" and the
17 fact that there was no "last report" before Report #1. *See id.* at III.16(a), App. 30-31. The Monitor
18 believes it was not the intention of the Settlement to limit reporting in this way for the initial report.
19 There is no such limitation on other overlapping information such as accessible unit progress
20 information, housing policy progress information, specific required information or quantitative data. *See*
21 *id.* at III.16(b)(c) (d) and III.17, App. 31-32. Since there are apparently two applicable provisions, one
22 applying to "the preceding reporting period" and the second to "since the last report," the inapplicability
23 of the "last report" provision seems to mean only that "the preceding reporting period" provision
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1 applies. Otherwise, there would be the anomalous situation of no first-year baseline to measure
2 CRA/LA's compliance for the Settlement's three-year term.

3 CRA/LA did provide the Monitor in late 2018 with a document entitled "CRA/LA Narrative Re:
4 implementation of CRA/ Retrofit Program" ("Narrative"), App. 289-291, dated October 2, 2018 and
5 what appears to be a summary table of the 22 Exhibit B developments entitled "CRA/LA Accessibility
6 Retrofit Program, Accessible Unit Plan" ("Summary Table"), App. 292-298, dated October 3, 2018.
7 Neither the Narrative or the summary table are included or referred to in Report #1 The summary table
8 provides information listing the property name and address, total units/bedroom count, number of
9 accessible units required, number of mobility and sensory units, identification of designated accessible
10 units, number of bedrooms, accessibility features, affordability levels, and physical inspection date. The
11 identification of the designated units comes with a disclaimer that "the designation is subject to further
12 negotiation with property owners and finalization of retrofit plans and specification." *Id.* As noted
13 above, CRA/LA should expressly incorporate by reference, or append documents extrinsic to its semi-
14 annual Report or offer a detailed summary of the material in its reports in the future.
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18 CRA/LA also provided the Monitor with an undated document entitled "CR/LA Accessibility
19 Retrofit Program, Draft Affordability Plan, Summary of Key Findings" ("Affordability Plan
20 Summary"), App. 299-300, and an undated summary table entitled "CRA/LA Accessibility Retrofit
21 Program Draft Affordability Plan" ("Draft Affordability Plan"), App. 301-304. The affordability
22 documents are discussed *infra* at II.B.2. CRA/LA has confirmed that, although characterized as a draft,
23 the Draft Affordability Plan is the final version. *See* Kahn letter at 2 (Item #4), App. 145.
24

25 **Identification of Five Phase I Retrofits.** Plaintiffs are complimentary of CRA's choice of
26 developments for Phase I Retrofits. Allen letter at 2, App. 166. Again, CRA/LA provides no detail,
27 explanation or narrative for the choice of these developments other than their location and that 75
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1 designated units in these five developments are in preconstruction. Rep. #1 at 1-2, App. 140-141. Nor
2 did CRA/LA provide plans for or a timeline of when the Phase I Retrofits would be started or
3 completed.

4 Without the detailed description of Phase I retrofit compliance activities, it is unclear from Report #1
5 what CRA/LA has done. CRA/LA provided information in response to the Monitor's request for about
6 its plans for Phase I implementation:
7

8 Following the appointment of project architects during the second quarter of 2019, design
9 activities will commence on the Phase 1 projects. Following signoff by the managing
10 architect on the project architect's retrofit plans, and approvals by the City's DBS,
11 CRA/LA will procure general contractors for the actual retrofit work. Late Fall of 2019,
12 general contractors will commence retrofit work at the phase I projects. As work
13 proceeds on the Phase I projects, we will have a better idea of the Phase 2 projects to be
14 scheduled during 2020.
15

16 Kahn letter at 5 (Item #13), App. 148.
17

18 CRA/LA appears to be using Phase I retrofitting to learn what reasonable annual production
19 schedules and timelines might be set for the future retrofits. The Monitor's substantive recommendations
20 pertaining to AHUP and the Affordability Plan are set forth *infra* at Section II.B(1) & (2).
21

22 **Retrofit Agreements and Accessibility Covenants.** CRA/LA provides only that the documents
23 have been shared with the 22 property owners and meetings had with Phase I property owners. In
24 response to supplemental requests from Plaintiffs and the Monitor, CRA/LA provided final versions of
25 Retrofit Agreements and Accessibility Covenants, App. 305-309.
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3. Record Keeping and Data Requirements and Maintenance of Data

a. Record Keeping and Data Requirements

The Settlement requires that CRA/LA maintain all records necessary to verify compliance with the terms of the Settlement and to instruct owners regarding compliance with the terms of the Settlement. *See* Settlement V.1, App. 37. The Settlement requires that CRA/LA shall provide the Monitor with information or records, including computerized records, to adequately monitor the CRA/LA's compliance with Settlement provisions, such as all records relating to implementation of any Settlement provision, records of owners in the CRA/LA's custody or control, the Accessible Housing Unit Plan, architectural accessibility compliance for existing and new developments (including surveys, plans, and architectural drawings,), issuance of Certifications of Compliance with Accessibility standards, progress in meeting the Target Number, training materials, and waiting lists, and annual funds devoted to the program. *See id.* at IV.1(c), App. 36, & III.15 & 16, App.30-32.

b. Compliance with Record Keeping and Data Requirements and Recommendations

As discussed above, *supra* at I.B and II.A.2.b., CRA/LA has made a promising start by setting up an electronic file server with information about Exhibit B developments, which include the Phase I retrofit developments. CRA has provided no information about the 40 older Exhibit A developments. In addition, the Monitor has requested further information about record keeping and data that CRA/LA maintains which CRA/LA has not yet responded to. When that information is received, the Monitor may communicate with CRA/LA further.

The Monitor recommends that CRA/LA meet and confer with Plaintiffs to supplement the Carde Ten file for Exhibit B developments as necessary to include information about other retrofit implementation programs required by the Settlement, such as complaint system, marketing of units and

1 the Internet Registry for the universal application system. The supplemental information should be
2 provided to the Monitor. As to Exhibit A developments, CRA/LA should meet and confer with Plaintiffs
3 with respect to record keeping and data to be maintained for reporting to the Monitor, including
4 considering whether CRA/LA should adapt the Carde Ten electronic data file server for Exhibit A
5 developments if CRA/LA intends to retrofit or otherwise use existing Exhibit A developments to meet
6 the Target Number Goal.
7

8 **4. Expenditure of Funds Necessary to Ensure the Production of the Target Number**
9 **of Accessible Units**

10 The Settlement requires that CRA/LA shall expend such funds as may be necessary over the
11 Settlement Term with to ensure the production of the Target Number of Accessible Units by means of
12 inspecting existing housing developments to determine compliance with the Settlement and taking all
13 other actions necessary to provide for 250 accessible housing units no later than January 2, 2021. *Id.* at
14 III.7, App. 20-21. The Settlement also requires that CRA/LA establish a Housing Accessibility Fund of
15 \$8,750,000 for required accessibility enhancements and retrofitting of the 250 units and common areas
16 and to cover incidental costs such as relocation and implementation of accessibility policies and
17 \$160,000 for appointment of the Monitor. The Accessibility Fund is to be paid by CRA/LA and other
18 funds available to CRA/LA. *Id.* at III.8, App. 21.
19
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21 In addition to the funds deposited in the Accessibility Fund, the Settlement requires that CRA/LA be
22 responsible for all other costs of experts, consultants, necessary temporary relocation costs for tenants
23 needed to move during remediation of units and other expenses. *Id.* CRA/LA is required to report the
24 amount and sources of funds expended to comply with the agreement since the last reporting period. *Id.*
25 at III.16(d)(iii), App. 31.
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1 Report #1 states that in FY 2017-18, CRA/LA expended \$148,916 and had available budget of
2 \$4,000,000 for FY 2018-19. At 3, App. 142. Asked by the Monitor to clarify this portion of Report #1,
3 CRA/LA stated that “CRA/LA is committed to providing all resources necessary to meet its obligations
4 under the Settlement Agreement.” Kahn letter at 4 (Item #12), App. 147. Nevertheless, the Monitor
5 believes that it would be useful for CRA/LA to provide the budget and expenditure information
6 mandated by the Settlement because, for example, the information would permit the Monitor to assess
7 compliance priorities and evaluate whether the budget for the Retrofit Program needs to be increased.
8 The Monitor recommends that CRA/LA in its next Report provide the Monitor and Plaintiffs detailed
9 description and specifics on what it budgeted and expended as well as the source of the funds for the
10 2018 and later reporting periods in subsequent reports.
11

12 **B. Substantive Requirements**

13 **1. Accessible Housing Unit Plan**

14 **a. Accessible Housing Unit Plan Requirements**

15 Under the Settlement, CRA/LA committed to cause 250 units to come into compliance with
16 architectural accessibility standards (“Target Number of Accessible Units”) within three years of the
17 Effective date of January 5, 2018, the date of the latest signature by a party. Settlement III.14(a), App.
18 24-25; *see id.* at II.11, App. 15. Of the 250 units, 111 are required to have mobility features and 53 are
19 required to have hearing/vision features. *Id.* at III.14(a)(1), App. 24. These 164 units are in 22
20 developments of more recent federally-funded CRA/LA properties listed in Settlement Exhibit B. *Id.*
21 The balance of 87 units (67 with mobility features and 20 with hearing/vision features) are to be
22 provided through a combination of new construction, substantial rehabilitation, and remediation of
23 existing units in 40 older Exhibit A developments excluded from the City of Los Angeles settlement
24 listed in Settlement Exhibit A. *Id.* at III.14(a)(2), App. 24-25.
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1 No later than July 1, 2018, the parties were required to agree to an Accessible Housing Unit Plan
2 with annual production schedules recommending locations of accessible housing units prepared by an
3 architectural accessibility expert agreed to by the parties. *Id.* at III.14(b), (b)(i) & (b)(v), App. 25-28.
4 The Plan was required to be developed with experts agreed to by the Parties and Plaintiffs and their
5 experts were to have an opportunity to review the accessibility survey and proposed remediation plan
6 and right of entry to a unit prior to any remediation. *Id.* at III. 14(b)(i), App. 26. To be counted as an
7 Accessible Unit, the unit must receive a Certification of Compliance Accessibility Standards issued by
8 the Settlement Coordinator with the assistance of accessibility experts. *Id.* at III.14(d)(iii), App. 29, The
9 unit and the development's common areas must both meet accessibility standards and the unit and
10 common areas must be located on an accessible route. *Id.* at III.14(e), App. 29.

13 According to the Settlement, the Plan was to prioritize placement of accessible units with
14 affordability covenants or commitments in buildings with relatively longer remaining useful lives, with
15 access to public transportation and other amenities, in locations where public paths of travel are
16 accessible, and with attention to a balance of geographic locations and unit sizes. *Id.* at III.14(b)(ii),
17 App. 26-27.

19 Other steps to ensure accessibility include requiring owners to follow the Housing Policies in the
20 CSA Exhibits C-1³ & C-2⁴, including outreach to people with disabilities to market accessible units,
21 maintenance of accessible features, priorities for people who need the accessible features to obtain
22 accessible units, non-discrimination policies, reasonable accommodation and modification policies,
23 ensuring that owners comply with Housing Policies, training owners, and instructing owners to provide
24 up-to-date information for the internet-based Accessible Housing Registry. *Id.* at III.14(f), App. 29-30.

27 ³ Ex. C-1, City of L.A. Fair Hous. Pol'y in Regards to Disability Guidance and Requirements for
Owners and Prop. Managers, May 12, 2016, ECF No. 608-1, App. 320-348.

28 ⁴ Ex. C-2, Tenant Handbook of Rental Occupancy Policies Regarding Disability for [Hous. Dev.], May
12, 2016, ECF No. 608-1, App. 349-376.

1 To effectuate compliance with accessibility laws and regulations. CRA/LA agreed to require owners
2 to enter into recorded Accessibility Covenants as set forth in Settlement Exhibit C and to adopt and
3 comply with the Housing Policies developed by the City of Los Angeles in CSA Exhibits C-1 and C-2.
4 *Id.* at III.14(g), App.30.

5
6 **b. Implementation of the Accessible Housing Unit Plan and Recommendations**

7 Report #1 does not report whether CRA/LA timely complied with AHUP requirements. It appears
8 that CRA/LA let the July 1, 2018 deadline slip until November 30, 2018 for the 164 Exhibit B
9 developments that annual production schedules agreed to by Plaintiffs would be established. *See* Kahn
10 letter at 1-2 (Item # 3), App.144-145. Instead, the parties appear to have agreed late in 2018 to a partial
11 one-year schedule with no completion deadlines in place, leaving the schedule for the remainder of
12 Exhibit B developments to be determined later. While the schedule agreed to may be loosely
13 characterized as an annual production schedule, it is plainly not a schedule with firm timelines.

14
15 According to CRA/LA's supplemental information, the parties agreed to go forward with design
16 activities for only 75 Phase 1 units beginning second quarter 2019—appointment of project architects
17 followed by signoff by the managing architect of the project architect's retrofit plans and approvals by
18 the City's Department of Building Services and procuring general contractors for the retrofit work--and
19 then commencement in late fall 2019 of retrofit work on these 75 units. Kahn letter at 4-5 (Item #13),
20 App. 147-148. CRA/LA obtained the approval of Plaintiffs to this partial plan in October and November
21 2018. *See* Kahn letter at 1-2 (Item #3), App. 144-145. It is unclear how many of the 75 Phase 1 units will
22 be retrofitted in 2019 and how many of the remaining 89 Exhibit B units will be completed by 2020. *See*
23 Kahn letter at 4-5 (Item #13) ("As work proceeds on the Phase 1 projects, we will have a better idea of
24 the Phase 2 projects to be scheduled during 2020."), App. 148. The parties, in short, agreed to modify
25 the implementation set forth in the Settlement by excusing CRA/LA's late performance, agreeing to a
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1 partial schedule for fewer than all the Exhibit B units and eliminating some of the rigor one would
2 expect in a production schedule.

3 The Settlement permits the parties to agree to changes that must be made in the AHUP. Settlement
4 III.14(b)(vi) (“The Parties agree that Plaintiffs shall be consulted in the event that changes must be made
5 to the Accessible Housing Unit Plan.”), App. 28. The Monitor recommends that the CRA/LA either
6 confirm or correct in its next Report the Monitor’s understanding of the modifications and whether the
7 modifications impede implementation.
8

9 As to the 87 accessible units in Exhibit A developments required to be produced in the term of the
10 Settlement, CRA/LA states that it has been requiring new multifamily projects seeking discretionary
11 land use approvals to construct accessible units. Rep. #1 at 2, App. 141. CRA/LA states in its
12 supplemental responses that it has opted to focus on rehabilitation of Exhibit B developments and pursue
13 new construction to meet the 87-unit goal for Exhibit A developments. *See* Kahn letter at 3 (Item #8),
14 (“CRA/LA is focused on retrofitting 163 units in the 22 projects. With regard to the retrofitting of other
15 properties to achieve compliance with the additional 87 units requirement, including market rate projects
16 with discretionary land use approvals, at this moment we cannot confirm how many units we plan to
17 count.”), App. 146.
18
19

20 CRA/LA’s Exhibit A development strategy appears to fall within the discretion of CRA/LA to take
21 reasonable steps to conduct new construction or remediation activities so that Accessible Units are
22 developed that meet affordability requirements. Settlement III.14(b)(iv)(2), App. 27. The Monitor
23 nevertheless recommends that CRA/LA explain in its next Report why the apparent sole reliance on new
24 construction is reasonable to meet the 87-unit goal for Appendix A developments.
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1 **2. Affordability Plan**

2 **a. Affordability Plan Requirements**

3 No later than March 31, 2018, CRA/LA was required to develop an Affordability Plan, in
4 consultation with Plaintiffs, to maximize the affordability of the Target Number of Accessible Units as
5 part of the Accessible Housing Unit Plan. *Id.* at III.14(b)(iii), App. 26-27. With respect to developments
6 in Exhibit B,
7

8 To the extent covenants or other affordability commitments exist at the appropriate income
9 levels, and CRA encounters no third party-created impediments that CRA cannot overcome with
10 good faith efforts, CRA will work with project owners and Plaintiffs to cause retrofits to be
11 accomplished so as to ensure that at least 25% of Accessible Units will be affordable to and
12 reserved for households at or below 50% of Area Median Income for the County of Los Angeles
13 as determined by HUD (“AMI”), and at least 25% of units will be affordable to and reserved for
14 households at 35% of AMI; and with respect to properties listed in Exhibit B that are located in
15 the North Hollywood Redevelopment area, at least 13 Accessible Units are affordable to and
16 reserved for households at or below 50% of AMI and at least 14 Accessible Units are affordable
17 to and reserved for households at or below 60% of AMI.
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19

20 *Id.*

21 With respect to the balance of 87 accessible units in developments listed in Exhibit A, CRA/LA was
22 to take reasonable steps to conduct new construction or remediation activities so that Accessible Units
23 are in units or developments that have covenants making such units affordable at or below 50% of AMI.
24

25 *Id.* at III.14(b)(iv)(2), App. 27-28.
26

27 **b. Affordability Plan Implementation and Recommendations**

28 The Affordability Plan was supposed to be developed and approved, including affordability goals,

1 by the end of March 2018. It was not until November 2018 that Plaintiffs approved the affordability
2 goals. *See* Kahn letter at 2.(Item # 4), App.145. Nor apparently did Plaintiffs object to the eight-month
3 delay. With respect to Exhibit B developments, CRA/LA has listed the required overall goals, but not
4 identified specific units for various affordability levels as it has done for accessible housing goals.
5 Identification of such units would be helpful to assure maximizing access to public transportation and
6 other amenities and to assure geographic diversity as required by the Settlement. *See* Settlement
7 III.14(b)(ii), App. 27-28. Nor has CRA/LA provided information about specific actions it plans to
8 implement the affordability goals or setting timelines for doing so in Exhibit A developments.
9

10 The Monitor recommends that CRA/LA in its next Report confirm or correct the above Monitor's
11 understanding of its affordability strategy and explain if and when it will identify specific affordability
12 units for goal setting and articulate and implement specific actions to meet the Settlement's affordability
13 requirements.
14

15 **3. Other Substantive Programs**

16 The Settlement requires that CRA/LA implement related programs to enhance accessibility. These
17 programs are being developed in the part of the case involving the City of Los Angeles and include
18 outreach to people with disabilities to market accessible units, maintenance of accessible features,
19 priorities for people who need the accessible features to obtain accessible units, non-discrimination
20 policies, reasonable accommodation and modification policies, ensuring that owners comply with
21 Housing Policies, training owners, and instructing owners to provide up-to-date information for the
22 Internet-based Accessible Housing Registry. *Id.* at III.14(f), App. 29-30. As CRA/LA noted in its
23 supplemental responses with respect to checking with the City about the timeline for issuance of
24 Certificates of Adoption and Compliance with Policies, CRA/LA should check with the City with
25 respect to timelines with respect to these other substantive programs as well. *See* Kahn letter at 3-4 (Item
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1 # 9), App. 146-147.

2 **4. Extending the Term of the Settlement**

3 CRA/LA is required to undertake good faith efforts to reach the Target Number of Accessible Units
4 within three years of the Effective Date. Settlement III.6, App.20. If the Target Number is not achieved
5 in three years, any party may move for an extension of the Settlement to enforce the Target Number. *Id.*
6 One-third of the term of the Settlement has passed. Because CRA/LA needed 2018 for preparatory
7 work, CRA/LA's plan for 2019 is to learn from actual experience how long retrofitting 164 accessible
8 units in Exhibit B developments will take and CRA/LA has yet to delineate a plan for providing 87
9 accessible units in Exhibit A developments. Under these circumstances, the Monitor recommends that
10 the parties meet and confer by early 2020 about whether the term of the Settlement should be extended.
11
12

13 **5. Conclusion**

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15 Although no accessible housing has come on line yet, CRA/LA has made a good start on
16 implementation in 2018 by setting overall retrofit goals for Exhibit B retrofitting and identifying existing
17 units to meet most of the retrofit goals of 187 accessible units. CRA/LA has also created an electronic
18 file server of developments where retrofitting will occur that will permit tracking retrofitting and
19 surfacing problems. To date, there do not appear to be problems with CRA/LA's initial preparatory
20 efforts or the parties working together. Plaintiffs, indeed, approved the overall goals set and units
21 identified for retrofitting.
22

23
24 The Monitor finds that CRA/LA's first report for 2018 needs to be supplemented to provide a
25 description of CRA/LA efforts sufficiently detailed to permit evaluation of compliance as required by
26 the Settlement. *See id.* at III.19(b), App.33. The should meet and confer to consider whether CR/LA's
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1 very useful electronic file server should be expanded to cover other developments that will be affected
2 by Settlement programs.

3 With respect to substantive relief, CRA/LA needs to follow up its start on the Accessibility Housing
4 Unit Plan (“AHUP”) and Affordability Plan as to Exhibit A developments for new construction as well
5 as Exhibit B developments for retrofitting, by developing and articulating specific implementation
6 actions.,
7

8 Last, the parties should meet and confer by early 2020 about whether the term of the Settlement
9 should be extended.

10
11 Respectfully submitted,

12 s/ Bill Lann Lee

13 Bill Lann Lee, Monitor
14 March 29, 2019