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

INDEPENDENT LIVING CENTER OF
 SOUTHERN CALIFORNIA, *et al.*

Plaintiffs,

vs.

CITY OF LOS ANGELES,
 CALIFORNIA, and COMMUNITY
 REDEVELOPMENT AGENCY OF THE
 CITY OF LOS ANGELES,

Defendants.

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

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

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

The Corrected Settlement Agreement and Release of Claims (the “CSA” or “Agreement”) was entered into between the City of Los Angeles (the “City”), a municipal corporation, and Independent Living Center of Southern California (“ILCSC”), Fair Housing Council of the San Fernando Valley (“FHC”), and Communities Actively Living Independent and Free (“CALIF”) (collectively referred to herein as “Plaintiffs”). The City and the Plaintiffs are referred to herein collectively as “the Parties.” The CSA was adopted and entered as the Judgment of this Court on December 13, 2017. The Parties enter into this Amended CSA (“Amended Agreement”) to reflect the Parties’ modifications to the CSA with the concurrence of the Monitor and to incorporate the substance of this Court’s orders since entry of the CSA.

I. RECITALS

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

1. On January 13, 2012, Plaintiffs commenced litigation against the City and CRA/LA, A Designated Local Authority, Successor to Community Redevelopment Agency of the City of Los Angeles (“CRA/LA”) known as *Independent Living Center of Southern California, et al. v. City of Los Angeles, et al.*, filed on January 13, 2012, in the U.S. District Court for the Central District of California, Case No. 2:12-cv-00551-FMO-PJW (the “Litigation”). The Litigation concerns multifamily apartment buildings that received or will receive any Federal financial assistance from the City after July 11, 1988, and/or (2) was or will be designed, constructed, altered, operated, administered, or financed, in whole or in part, in connection with a program administered in whole or in part by the City since January 26, 1992. Plaintiffs also joined, for Rule 19 purposes, a total of 61 owners of multifamily properties that had been assisted by the City or CRA

1 (“Owner Defendants”). The CRA/LA and Owner Defendants are not Parties to this
2 Agreement.

3 **2.** On August 20, 2012, the Plaintiffs filed a Second Amended
4 Complaint (“SAC”), which remains the operative complaint in this proceeding.
5 The SAC alleges that the City and CRA/LA engaged in a pattern or practice of
6 discrimination against people with disabilities—in violation of Section 504 of the
7 Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794; Title II of the
8 Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12132; and California
9 Government Code Section 11135, et seq. (“Section 11135”)—by failing to ensure
10 that multifamily housing funded, developed, or significantly assisted by the City or
11 CRA is accessible and made meaningfully available to people with disabilities.
12 The SAC names the City as a defendant in its own capacity and in its capacity as
13 the successor housing agency under the Redevelopment Dissolution Law,
14 following dissolution of the former Community Redevelopment Agency of the
15 City of Los Angeles, as further described in the SAC, Paragraph 35 *et seq.*

16 **3.** On November 29, 2012, the Hon. S. James Otero denied the City’s
17 and CRA/LA’s motion to dismiss with respect to Plaintiffs’ claims under Section
18 504, the ADA and Section 11135.

19 **4.** Plaintiffs sought by this Litigation to ensure that multifamily housing
20 developments in Los Angeles built at least in part with public funds or in
21 connection with City programs are made accessible and meaningfully available to
22 people with disabilities. They also sought to ensure that the City and CRA/LA
23 comply with their own program access and other obligations to people with
24 disabilities with respect to the operation of multifamily housing programs as they
25 relate to people with disabilities, in accordance with the requirements of Section
26 504, the ADA, and Section 11135.

27 **5.** The City represents that Revised Exhibit A to this Amended
28 Agreement is a full and complete listing of (1) all of the Housing Developments

1 that received any Federal financial assistance from the City since July 11, 1988,
2 plus (2) all of the Housing Developments that were designed, constructed, altered,
3 operated, administered, or financed, in whole or in part, in connection with a
4 program administered in whole or in part by the City since January 26, 1992, with
5 the exception of Housing Developments listed in Exhibit B to this Amended
6 Agreement. No later than April 15, 2022, the City shall submit to the U.S.
7 Department of Housing and Urban Development (“HUD”) the list of removed
8 federally funded properties including those removed because of the expiration of
9 covenants for HUD’s review and recommendation as to whether any of the
10 removed properties should be restored to the Revised Exhibit A. Thereafter the
11 Parties and the Monitor will meet and confer on the question of which properties if
12 any should be restored to Revised Exhibit A. The City further represents that to the
13 best of its knowledge and having used reasonable diligence there are no other
14 omissions from the listing. The City will promptly advise Plaintiffs and the
15 Monitor and supplement the listing with new and substantially rehabilitated
16 Housing Developments as they are identified by the City, and with existing
17 Housing Developments if it learns at any time that any Housing Development that
18 should have been on the listing was excluded. The Parties and the Monitor shall
19 provide periodic updates to Revised Exhibit A and such changes shall be
20 incorporated by reference into this Amended Agreement.

21 **6.** Exhibit B to this Amended Agreement is a list of 22 Housing
22 Developments that received Federal funds through the City and the CRA since July
23 11, 1988, and in which the City and former Community Redevelopment Agency of
24 the City of Los Angeles entered into Cooperation Agreements or other agreements
25 prior to June 28, 2011, which explicitly required the former Community
26 Redevelopment Agency to fulfill outstanding obligations imposed by the U.S.
27 Department of Housing and Urban Development in connection with the funds,
28 including compliance with Section 504 of the Rehabilitation Act. The Housing

1 Developments in Exhibit B are not covered by the accessibility and remediation
2 provisions at Paragraphs III.10.(a) through III.10.(j) of this Amended Agreement.

3 **7.** The City denies that it violated Section 504, the ADA, or Section
4 11135 or that it committed any discrimination. The City enters into this Amended
5 Agreement for settlement purposes only. The entry of the attached Final Judgment,
6 the terms of this Amended Agreement, and actions taken pursuant to those
7 documents shall not be construed as an admission by the City of any fault or
8 wrongdoing, or as an admission of the validity of any claims made by the
9 Plaintiffs. This Amended Agreement shall not be treated as an admission of
10 liability or wrongdoing by any party for any purpose and shall not be used by any
11 party in any future proceeding, in any venue whatsoever, either within the City or
12 otherwise, on the issue of liability, knowledge, or past practice and custom.

13 **8.** During the pendency of the Litigation, Plaintiffs and the City
14 undertook extensive discovery and engaged in extensive discussions regarding a
15 potential resolution and settlement of the Plaintiffs' claims in the Litigation,
16 including in mediation before private mediators. As a result of such discussions,
17 the Parties wish to effect a complete resolution and settlement of the claims,
18 disputes, and controversies relating to the Plaintiffs' allegations in the Litigation,
19 and to resolve their differences by settling such claims, disputes, and controversies
20 under the terms set forth in this Amended Agreement.

21 **9.** The Parties intend this Amended Agreement to bind and apply to the
22 City and Plaintiffs. Entry of Judgment pursuant to this Amended Agreement shall
23 extinguish all Released Claims (as defined below) and constitute final and
24 complete resolution of all issues addressed herein.

25 **10.** The goal of the Amended Agreement is to significantly enhance the
26 accessibility of multifamily housing in Los Angeles, the availability of fair and
27 accessible housing for individuals with a variety of disabilities, including mobility,
28 visual and hearing disabilities, and the accessibility of the City's housing

1 programs.

2 **11.** On August 2, 2019, the City and HUD entered into a Voluntary
3 Compliance Agreement (“VCA”) to resolve HUD’s administrative findings
4 consistent with Plaintiffs’ similar allegations about Covered Housing
5 Developments. The City’s obligations under this Amended Agreement are
6 independent of the requirements of the VCA, but the Parties have agreed to
7 implement this Amended Agreement in a fashion that seeks to harmonize the
8 requirements of both whenever feasible and agreed to by the Parties.

9 **12.** In response to a Motion to Enforce filed by ILCSC and CALIF and at
10 the request of the Monitor, the Court held a hearing on December 12, 2019, and
11 issued its Order Re: Further Proceedings on December 19, 2019. ECF No. 663.
12 That Order required the Parties and the Monitor to meet and confer to discuss, at a
13 minimum: deadlines; certification of accessible housing units; accessibility surveys
14 and the performance of the City’s then architectural expert; policy implementation,
15 including how and when audits will be performed, the development of a
16 comprehensive database, and the development of a needs assessment and staffing
17 plan necessary to implement the CSA; training and monitoring; record-keeping and
18 reporting, including the comprehensive database; the enhanced sensory program;
19 the role of the Monitor; attorneys’ fees and costs; and monetary sanctions, all for
20 the purpose of “assist[ing] the court in preparing an Amended Consent Decree.” *Id.*
21 at 1. The Court also indicated that it would issue an Amended Consent Decree
22 following the required status report. *Id.* at 4. The Monitor submitted a Status
23 Conference Report on January 28, 2020, ECF No. 671, incorporating the Parties’
24 positions. The Parties further respond to the Court’s Order Re: Further Proceedings
25 by entering into this Amended Agreement, which has been endorsed by the
26 Monitor.

27 **13.** On October 30, 2020, the Court issued an Order ruling that: “This
28 Settlement Agreement may only be modified or amended in writing, signed by all

parties, that specifically states that its purpose is to amend or modify this Settlement Agreement.” Order, dated October 30, 2020, ECF No. 688 at 5. The purpose of this Amended Agreement is to amend or modify the CSA.

II. DEFINITIONS

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

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

3. “Accessible Housing Units” refers collectively to Housing Units with Mobility Features and Housing Units with Hearing/Vision Features.

4. “Accessibility Laws” means Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §12131 *et seq.*; California Government Code Section 11135 *et seq.*; implementing regulations and design standards for each of the preceding statutes; and the California Building Code.

5. For purposes of this Amended Agreement, “Accessibility Standards” means only the following compliance standards:

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

(b) For Housing Developments constructed or substantially altered on or after March 15, 2012:

i. the requirements in 5(a);

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

(c) For Housing Developments constructed or substantially altered after April 12, 2016:

- i. the requirements in 5(b);
- ii. the requirements in ANSI A117.1-1986 and the Fair Housing Accessibility Guidelines, March 6, 1991, in conjunction with the Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines, June 28, 1994; and
- iii. the accessibility provisions of the California Building Code Chapter 11B, or any future accessibility standard and other regulatory requirements applicable to newly constructed facilities adopted as part of the California Building Code.

6. “Alternative Accessibility Standard” means and refers to the alternative accessibility standard for new construction set out in HUD’s 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).

7. “Assistance Animals” means and refers to animals that work, provide assistance, or perform tasks for the benefit of a person with a disability as well as

1 animals that provide emotional support that alleviates one or more identified
2 symptoms or effects of a person's disability. Assistance Animals include animals
3 that are trained and untrained and include dogs and other animals.

4 **8.** "Auxiliary Aids" means and refers to aids, services, or devices that
5 enable persons with vision, hearing, manual, or speech impairments to have an
6 equal opportunity to participate in, or enjoy the benefits of, programs, services, or
7 activities, including housing and other programs, services, and activities subject to
8 the requirements of Section 504 of the Rehabilitation Act and/or the Americans
9 with Disabilities Act. Auxiliary aids include but are not limited to the aids,
10 services, and devices set out in the definition of auxiliary aids auxiliary aids in 24
11 C.F.R. § 8.3 and the definition of auxiliary aids and services in 28 C.F.R. § 35.104.
12 *See also* 42 U.S.C. § 12103(1).

13 **9.** "Certification of Compliance with Accessibility Standards" means
14 and refers to a Certification issued by the City, certifying that the Housing
15 Development and accessible Housing Units meet the Accessibility Standards.

16 **10.** "Certification of Adoption of Housing Policies" means and refers to a
17 Certification issued by the City certifying that the Housing Development has
18 adopted the Housing Policies.

19 **11.** "City" means and refers to the City of Los Angeles, California.

20 **12.** "Covered Housing Development" includes all Housing Developments
21 listed on Revised Exhibit A, and all Housing Developments and Housing Units that
22 are financially assisted, designed, constructed, altered, operated, administered, or
23 financed in connection with a program administered by the City (directly or in its
24 role as the "Housing Successor Agency" pursuant to the Redevelopment
25 Dissolution Act), or by its Subrecipients, during the Settlement Term. Housing
26 Developments listed in Exhibit B are covered solely for the purposes of application
27 of Housing Policies and non-discrimination provisions, as set out in Paragraphs
28 III.10(k), III.10(m), and III.19.

1 **13.** With respect to the CSA, “Effective Date” means September 5, 2016.
2 With respect to this Amended Agreement, “Amended Agreement Effective Date”
3 means the date of entry of the Second Amended Judgment.

4 **14.** “LAHD” means the Los Angeles Housing Department, which was
5 previously known as the City of Los Angeles’s Housing + Community Investment
6 Department, and any successor department or agency.

7 **15.** “Housing Development” or “Development” means and refers to the
8 whole of one or more residential structures and appurtenant structures, equipment,
9 private roadways, driveways, roads, walks, and parking lots located on a site
10 owned or controlled by the Owner that (1) received or will receive any Federal
11 financial assistance from or through the City and/or (2) were or are designed,
12 constructed, altered, operated, administered, or financed in connection with a
13 program administered by the City (directly or in its role as the “Housing Successor
14 Agency” pursuant to the dissolution legislation) or by its Subrecipients.

15 **16.** “Housing Policies” means the policies attached as Exhibit C to this
16 Amended Agreement, or any mutually agreed upon subsequent policies.

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

21 **18.** “Housing Unit with Hearing/Vision Features” means and refers to a
22 Housing Unit that complies with 24 C.F.R. § 8.22 and all applicable provisions of
23 UFAS or the comparable provisions of the Alternative Accessibility Standard, and
24 shall include but not be limited to section 809.5 of the 2010 Standards for
25 Accessible Design. Hearing/Vision Features include but are not limited to visual
26 alarms (UFAS §§ 4.34.10, 4.28.3), auxiliary alarms (UFAS §§ 4.34.10, 4.28.4),
27 telephone volume controls and hearing aid compatibility (UFAS § 4.31.5),
28 protections against protruding objects (UFAS § 4.4), stairway requirements (UFAS

§§ 4.9, 4.26.4), protections against exposed pipes and surfaces (UFAS §§ 4.19.4, 4.24.6, 4.34.6.5(8)), audible alarms (UFAS § 4.28.2), signage (UFAS § 4.30), push button controls for telephones (UFAS § 4.31.6), consumer information (UFAS § 4.34.4), and range, cooktop, and oven controls (UFAS §§ 4.34.6.6, 4.34.6.7).

19. “Housing Unit with Mobility Features” means and refers to 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. A Housing Unit with Mobility Features can be approached, entered, and used by persons with mobility disabilities, including individuals who use wheelchairs.

20. “Judgment” means the Amended Judgment Pursuant to Corrected Settlement Agreement entered by the District Court in this Litigation on December 13, 2017, ECF No. 608, that, among other things, fully approved and incorporated the terms of the CSA and retained the District Court’s jurisdiction to enforce the CSA throughout the Settlement Term. The term “Second Amended Judgment” refers to the Second Amended Judgment entered by the District Court in this Litigation, substantially in the form attached to this Amended Agreement as Exhibit D, that, among other things, approves and incorporates the terms of this Amended Agreement and retains the District Court’s jurisdiction to enforce the Amended Agreement throughout the Settlement Term.

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

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

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

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

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

21 **26.** “Reasonable Modification” means a change in rules, policies,
22 practices, or procedures that is necessary, pursuant to Section 504 or the ADA, to
23 provide a person with a disability an equal opportunity to use and enjoy a Housing
24 Unit. Pursuant to the Fair Housing Act, “Reasonable Modification” means any
25 reasonable physical or structural change to a Housing Unit or a public or common
26 use area.

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

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

4 **29.** “Settlement Term” means the period of time commencing with the
5 Effective Date and extending for ten (10) years after the District Court’s entry of
6 the Amended Judgment Pursuant to Corrected Settlement Agreement, ECF 608, or
7 until the Target Number of Accessible Units is achieved, whichever occurs later.

8 **30.** “Subrecipient” means and refers to any public or private agency,
9 institution, organization, or other entity or person to which Federal financial
10 assistance or financial assistance from or through the City is extended. A
11 Subrecipient also means a non-Federal entity that receives a sub-award from a
12 pass-through entity to carry out part of a Federal program; but does not include an
13 individual that is a beneficiary of such program. A Subrecipient may also be a
14 recipient of other Federal awards directly from a Federal awarding agency. 24
15 C.F.R. §200.93. A Subrecipient may also be an Owner.

16 **31.** “Substantial Rehabilitation” has the same meaning as in 24 C.F.R.
17 § 8.23.

18 **32.** “Target Number of Accessible Units” means the number of apartment
19 units the City must cause to be Accessible pursuant to this Amended Agreement to
20 meet its obligations under this Amended Agreement during the Settlement Term.
21 The Parties have agreed that the Target Number of Accessible Units is Four
22 Thousand (4,000), which shall be made available in a sufficient range of sizes and
23 amenities so as to comply with 24 C.F.R. §8.26.

24 **33.** “Uniform Federal Accessibility Standards” or “UFAS” means and
25 refers to a set of scoping requirements and standards for the design and
26 construction of buildings and facilities to ensure that they are readily accessible to
27 and usable by persons with disabilities. *See* Appendix A to 24 C.F.R. subpart 40
28 for residential structures and Appendix A to 41 C.F.R. subpart 101-19.6 for

1 general-type. Pursuant to 24 C.F.R. § 8.32(a), effective July 11, 1988, the design,
2 construction, or alteration of buildings in conformance with sections 3-8 of UFAS
3 shall be deemed to comply, *inter alia*, with the requirements of 24 C.F.R. § 8.22.

4 **III. SCOPE AND TERMS OF THE AMENDED AGREEMENT**

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

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

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

15 **3. Binding Effect.** The provisions of this Amended Agreement shall be
16 binding upon the Parties and shall become effective on the Amended Agreement
17 Effective Date.

18 **4. Purpose of Settlement.** To avoid the cost, expense, and uncertainty
19 of protracted litigation, the City and Plaintiffs enter into this Amended Agreement,
20 which shall be binding upon the City and Plaintiffs and extinguish all Released
21 Claims and shall constitute the final and compete resolution of all issues addressed
22 herein. Pursuant to the terms of this Amended Agreement, the City will undertake
23 the actions described below for the purpose of ensuring that City-assisted housing
24 programs, services, and activities are in compliance with the accessibility
25 requirements of Section 504, the ADA, and Section 11135.

26 **5. Approval by the District Court.** The Parties intend that this
27 Amended Agreement be approved by the District Court, and that the District Court
28 retain jurisdiction for the Term of this Amended Agreement to resolve any dispute

1 regarding compliance with the Amended Agreement that cannot be resolved
2 through the process described in Section VII, below. Furthermore, upon such
3 approval, the District Court shall enter the Judgment under Rule 54(b) of the
4 Federal Rules of Civil Procedure (substantially in the form attached to this
5 Agreement as Exhibit D.)

6 **6. Continuing Jurisdiction.** The District Court shall have continuing
7 jurisdiction over this Amended Agreement throughout the Settlement Term.
8 Nothing in this Paragraph shall bar any Party from moving for an extension of the
9 Amended Agreement to enforce any obligations herein.

10 **7. City's Commitment to Provide Affordable, Accessible Housing.**
11 The City shall take the actions set forth in this Amended Agreement to provide
12 accessibility for persons with disabilities in its housing-related programs. Among
13 other things, the City shall ensure over the Settlement Term the production of the
14 Target Number of Accessible Units by means of inspecting Existing Housing
15 Developments to determine compliance with this Amended Agreement, causing, to
16 the extent possible, Subrecipients and Owners to carry out construction to remedy
17 non-compliance with requirements set out in this Amended Agreement, and taking
18 all other actions necessary to provide for Four Thousand (4,000) Accessible
19 Housing Units in Accessible Housing Developments as required by this Amended
20 Agreement by no later than ten years after the Effective Date. The failure of the
21 City to secure the cooperation of any Subrecipient or Owner with efforts to remedy
22 non-compliance with requirements set out in this Amended Agreement shall not
23 excuse the City's obligation to achieve the Target Number of Accessible Units. To
24 accomplish the activities in this Amended Agreement, the City shall carry out a
25 program with a value that averages a minimum of \$20 million per year over the
26 Settlement Term, which amount may be adjusted by mutual agreement of the
27 Parties upon completion of the Target Number of Accessible Units. Completion of
28 the Target Number of Accessible Units shall not relieve the City of the obligation

1 to comply with other provisions of the Amended Agreement. The City shall also
2 take the actions set forth in this Amended Agreement and such other actions as
3 may be necessary to ensure that the City, Subrecipients, and Owners comply with
4 the obligation to operate housing programs and Housing Developments in
5 accordance with Federal and California law and comply with the other obligations
6 set forth in this Amended Agreement.

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

11 **9. Reporting of Activities to Ensure Compliance.** Pursuant to its
12 reporting obligations set out in Paragraphs III.11 - III.13, below, and elsewhere in
13 this Amended Agreement, the City shall report on the actions it takes to ensure its
14 own compliance and to require and ensure its Subrecipients' and Owners'
15 compliance with Section 504, the ADA, Section 11135, and the terms of this
16 Amended Agreement.

17 **10. Specific Commitments to Achieving Accessibility.** This Amended
18 Agreement provides for the following:

- 19 (a) **Architectural Accessibility.** The City shall cause Four Thousand
20 (4,000) Housing Units ("Target Number of Accessible Units") to
21 come into compliance with the architectural accessibility standards
22 under Section 504, the ADA, and Section 11135 within ten (10) years
23 of the Effective Date. At least Two Thousand Six Hundred and Fifty-
24 Five (2,655) of such units must be Housing Units with Mobility
25 Features. In order to count a Housing Unit toward the Target Number
26 of Accessible Units, the City must provide a Certification of
27 Compliance with Accessibility Standards to the Monitor that the
28 Housing Unit and the Housing Development meet the requirements of

1 Accessibility Standards.

2 (b) **Expert Architect.**

- 3 i. In consultation with the Plaintiffs and the Monitor, the City shall
4 retain an Expert Architect for the purposes described in Paragraph
5 III.10(d) below. The Expert Architect shall report jointly to, and
6 take instruction from, the City and the Monitor, in consultation
7 with Plaintiffs. In the event of conflicting instructions, the
8 instructions of the Monitor shall prevail. The Expert Architect will
9 conduct accessibility surveys and otherwise advise the Parties on
10 compliance with federal and state accessibility requirements, as set
11 forth in Paragraph III.10(d), below.
- 12 ii. Any Expert Architect hired by the City to implement Paragraph
13 III.10(b), above, shall: (1) be an architect; (2) have substantial
14 experience in evaluating or assisting public entities in evaluating
15 the accessibility of housing and facilities under Section 504, the
16 ADA, the Fair Housing Act, and California Building Code; (3) be
17 knowledgeable in current federal and California accessibility
18 standards applicable to housing; (4) have a minimum of three (3)
19 years' experience in providing Section 504 and/or ADA services
20 related to accessible housing and facilities; and (5) be CASp
21 certified.

22 (c) **Accessible Housing Unit Plan.**

- 23 i. Pursuant to the CSA, the Parties agreed to an Accessible Housing
24 Unit Plan ("AHUP") on March 15, 2019. The AHUP identified
25 methods by which the City will seek to achieve the Target Number
26 of Accessible Units and provided for geographic distribution of
27 accessible units throughout the City of Los Angeles, in a range of
28 unit sizes, and attempted to maximize affordability and access to

1 public transportation and other amenities. Consistent with federal
2 and California relocation and Reasonable Accommodation and
3 Reasonable Modification requirements, the AHUP provided that
4 the City, when appropriate, was required to temporarily relocate, or
5 require Owners to temporarily relocate, existing tenants occupying
6 units to be retrofitted, at the Owner's or City's expense, and shall
7 address potential temporary displacements of tenants.

8 ii. Within six months of the Amended Agreement Effective Date, the
9 Parties, in consultation with the Expert Architect and approval of
10 the Monitor, will agree upon a Revised Accessible Housing Unit
11 Plan ("Revised AHUP") to address circumstances that have
12 changed since the AHUP was finalized, and which will be
13 submitted to the Court for incorporation as part of this Amended
14 Agreement. The Parties and the Monitor will confer should
15 additional changes to the Revised AHUP be necessary.

16 iii. The Revised AHUP shall require the Parties to meet annually and
17 establish a minimum number of Accessible Units to be certified
18 and delivered for that calendar year ("Annual Certification
19 Requirement") and describe the surveying, new construction,
20 rehabilitation and retrofitting activities to be undertaken during the
21 plan year to achieve that objective. For 2022, the Parties shall
22 establish the Annual Certification Requirement by July 1, 2022.
23 Thereafter, they shall do so no later than January 1 of the year to
24 which it applies. Each year's Annual Certification Requirement
25 shall be submitted to the Court as a revised Exhibit to the
26 Amended Agreement, and shall be incorporated herein by
27 reference.

28 (d) **Implementation of Accessible Housing Unit Plan.** The Expert

1 Architect shall assist the City in the following:

- 2 i. Surveying existing, Substantial Rehabilitation, and newly
3 constructed Housing Developments to identify which elements are
4 not in compliance with the Accessibility Standards. To this end,
5 the City shall provide to the Expert Architect those accessibility
6 survey reports and related documentation previously prepared by
7 the City's accessibility consultants and other consultants for the
8 Parties as well as such drawings and plans, including, but not
9 limited to drawings and plans approved in connection with the
10 issuance of the building permits, as are available and necessary for
11 the Expert Architect to conduct required surveys. The City shall
12 provide, subject to applicable Orders, accessibility survey reports
13 and related documentation, as well as drawings and plans to the
14 Expert Architect in electronic form wherever feasible.
- 15 ii. Preparing reports identifying noncompliant elements and measures
16 necessary to bring them into compliance.
- 17 iii. Utilizing the information gathered to inform the development of
18 the Revised Accessible Housing Unit Plan.
- 19 iv. Assisting the City in developing protocols, assessment tools,
20 checklists, and standards for ensuring accessibility and for issuance
21 of Certifications of Compliance with Accessibility Standards.
- 22 v. Assisting the City to develop internal capacity, including the
23 capacity of designated staff in LAHD, the City Department on
24 Disability, and the City Department of Building and Safety to
25 ensure compliance by Subrecipients and Owners with applicable
26 accessibility requirements, including the Accessibility Standards.
27 The City shall take steps to ensure that persons working on behalf
28 of the City shall not waive, ignore, or otherwise fail to identify

noncompliance with Accessibility Standards in Housing Developments.

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

vii. Providing training to the City staff and agents who will implement the accessibility provisions of this Amended Agreement, including training for designated staff for LAHD, the City Department on Disability, and the City Department of Building and Safety regarding the interpretation and application of the Accessibility Standards, conducting and documenting on-site accessibility surveys, and such other issues as the experts deem prudent and appropriate.

viii. Performing other tasks set forth in the contract between the Expert Architect and the City.

(e) **Flexibility in Meeting Target Number of Accessible Units.** Subject to the requirements of the Revised AHUP and Section 504, the City shall have flexibility to meet its annual and overall production schedules through a combination of new construction, substantial alteration, remediation of existing housing units, provision of Housing Units under the Enhanced Sensory Unit Program, or certification that existing Housing Units meet federal and California accessibility standards.

(f) **Accessibility of Future Housing Developments.** The City shall

1 ensure that Housing Developments that are newly constructed or
2 substantially altered after April 12, 2016, are designed, constructed,
3 and maintained in full compliance with the Accessibility Standards in
4 this Amended Agreement through specialized review of plans and
5 specifications and on-site compliance inspections throughout the
6 design and construction process. With respect to any new construction
7 or substantial alterations for which building permits were issued
8 between September 5, 2016, and August 2, 2019, the City shall
9 require developers to construct at least 10% of units to comply with
10 UFAS requirements for mobility accessibility and an additional 4% of
11 units to comply with UFAS requirements for sensory accessibility,
12 and to ensure that they are affordable for households with incomes at
13 30%, 50%, and 80%, or lower, of area median income. For new
14 construction or substantial alterations for which building permits were
15 issued after August 2, 2019, the City shall require developers to
16 construct at least 11% of units to comply with UFAS requirements for
17 mobility accessibility and an additional 4% of units to comply with
18 UFAS requirements for sensory accessibility, and to ensure that they
19 are affordable for households with incomes at 30%, 50%, and 80%, or
20 lower, of area median income. The Parties agree that the City may
21 count toward the Target Number of Accessible Units up to a total of
22 20% of Housing Units in a single Housing Development that meet
23 UFAS requirements, provided that no more than 5% of such units be
24 designated for sensory accessibility.

25 (g) **Accessibility in Existing Buildings to be Remediated.** For purposes
26 of meeting the Target Number of Accessible Units, the City may
27 count a remediated unit to the extent the unit and the project's
28 common areas meet the Accessibility Standards, and the unit and

common areas are located on accessible routes.

(h) **Credit for Early Performance**. The Parties agree that any units made accessible pursuant to the terms of the CSA between April 12, 2016, and August 4, 2016, shall count towards the City's Target Number of Accessible Units.

(i) **Enhanced Accessibility Program for Individuals with Disabilities**.

The City shall establish an Enhanced Accessibility Program (EAP) that includes the following components:

- i. An outreach and public information component to identify individuals with disabilities who have housing-related accessibility needs and inform them about the benefits of and procedures for applying to the program, and to obtain more information from them about their specific needs;
- ii. The provision of auxiliary aids and services and enhanced accessibility features for individuals with hearing and vision disabilities who reside in existing Housing Developments;
- iii. A program to provide additional features and assistive technology in its competitively funded new construction and substantial rehabilitation projects to assure that people with disabilities have equal access to City-assisted Housing Developments; and
- iv. A program, at the City's option, to provide Housing Units with Hearing/Vision Features in existing housing units that are not feasible to retrofit to include Housing Units with Mobility Features. These Housing Units shall, at a minimum, meet UFAS standards for Housing Units with Hearing/Vision features. The City may count no more than 200 such units during the Settlement Term toward the Target Number of Accessible Units.

This subsection of the Amended Agreement incorporates selected

provisions of Section F, paragraphs 27 through 30, of the VCA, as authorized by the Order Re Further Proceedings, ECF No. 663 at 3, and as set forth in more detail in Exhibit G to this Amended Agreement, incorporated herein by reference.

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

- i. No later than January 1, 2024 and in consultation with the Plaintiffs, the City will complete a self-evaluation, pursuant to Section 504 and the ADA, of the LAHD and the Department of Building and Safety, and develop a transition plan to address accessibility deficiencies identified in the self-evaluation. The current Self-Evaluation Implementation Plan is Exhibit E to the MCE Plan, which is Exhibit E to this Amended Agreement, as annually revised by the Parties with the consent of the Monitor.
- ii. In consultation with the Plaintiffs, LAHD has revised and adopted its effective communication policy to ensure that it complies with the requirements of Section 504, the ADA, and Section 11135. The Effective Communication Policy is attached and incorporated herein as Exhibit F. The City shall notify the Parties and the Monitor of any changes to this Exhibit.

(k) **Management Policies to Ensure Accessibility.** To ensure maximum

utilization of accessible units by people with disabilities needing the accessibility features, the City shall require all owners and managers of City-assisted housing to adopt the revised uniform marketing and leasing policies that are attached hereto as Revised Exhibits C-1 and C-2, and incorporated by reference into this Amended Agreement. These policies may be further revised and updated with the consent of the Parties and the Monitor. These policies are the product of collaboration between the City and Plaintiffs, and the Parties are of the opinion that they comply with Section 504, the ADA, and Section 11135. These policies provide for affirmative marketing directed at people with disabilities, uniform application, waiting list, and tenant selection practices (including unit assignment and transfer standards), effective communication with people with disabilities, assistance and support animals, the provision of reasonable modifications and reasonable accommodations, and grievance procedures. The City shall enforce those policies: (1) with respect to newly constructed or substantially altered buildings, from the time of construction or alteration through the end of the Settlement Term, and (2) with respect to existing buildings, from the date the uniform marketing and leasing policies are implemented through the end of the Settlement Term. Thereafter, while the City may exercise continuing authority to impose such policies on buildings with remaining affordability covenants, the City's obligation to enforce such policies cannot be compelled through this Amended Agreement.

(l) Ensuring Compliance with Management Policies.

- i. The City shall monitor its Subrecipients and Owners and require that its Subrecipients and Owners comply with the applicable requirements of Section 504 and applicable HUD regulations, the

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

- 15 ii. The City shall, in consultation with Plaintiffs, develop and carry
16 out a monitoring, compliance, and enforcement plan (“MCE Plan”)
17 to ensure that Owners and Property Management Agents of
18 Covered Housing Developments comply with management
19 policies to ensure accessibility. The MCE Plan shall include the
20 following components: Monitoring and Compliance (Owner
21 Notifications, Affordable and Accessible Housing Registry, Fair
22 Housing and Policy Compliance Training, Adoption of Policies by
23 Owners and Property Management Agents, Property Management
24 Plans, Covered Properties lists, Unit Utilization Survey, Electronic
25 Database, Grievance and Complaint Systems, Noncompliance) and
26 Enforcement. Exhibit B of the MCE Plan shall include annual
27 MCE Plan Goals. The MCE Plan will include a Unit Utilization
28 Plan based on unit utilization surveys and audits of occupancy,

1 waiting lists, and transfer lists to assess the extent to which people
2 with disabilities occupy accessible units or need or have requested
3 accessible units; and that describes the steps the City will take to
4 maximize appropriate utilization. It will also require Owners and
5 Project Management Agents to adopt corrective action plans to
6 maximize the occupancy of accessible units by families that need
7 accessibility features and to correct other policy violations.

- 8 A. Occupancy utilization surveys and audits shall identify, by
9 unit number, bedroom size, and accessibility type: a)
10 accessible units that are not occupied by a Person with a
11 Disability needing the accessibility features, and whether
12 those households have executed the required lease
13 addendum, and b) vacant accessible units.
- 14 B. Transfer audits shall identify, by address, name, and desired
15 unit type and bedroom size, and requested accessibility
16 features, existing residents of Covered Housing
17 Developments to determine if any Persons with a Disability
18 desire or have previously requested a unit with accessibility
19 features, if they are on a transfer list for such a unit, and
20 what steps are being taken to meet their accessibility needs.
- 21 C. Waiting list audits shall examine waiting lists for Covered
22 Housing Developments and, subject to a protective order to
23 be negotiated by the parties or secured through an
24 appropriate petition to the Court, identify by name and
25 application date any individuals on the list who are Persons
26 with Disabilities who desire a Housing Unit with
27 accessibility features, the nature of the features needed, and
28 the bedroom size, and what steps are being taken to meet

1 their accessibility needs.

2 iii. The City shall issue a Certification of Adoption of Housing

3 Policies when it reasonably confirms that the Owner or Property
4 Management Agent of a Covered Housing Development has
5 adopted the Housing Policies for that Housing Development and
6 notified the tenants of the adoption.

7 iv. The City, with the participation of the Plaintiffs and the Monitor,

8 completed the initial MCE Plan in early 2021 and the Monitor
9 approved the Plan on June 15, 2021. *See* Monitor's Decision
10 Approving 2021 MCE Plan, ECF No. 692 (June 15, 2021). The
11 Parties shall submit an updated MCE Plan on an annual basis at the
12 beginning of each calendar year (or at such time as otherwise
13 agreed upon by the Parties and Monitor) that will contain revisions
14 reflecting experience gained during the prior year and updated
15 annual goals (Exhibit B to the MCE Plan inclusive of
16 Attachments). The Parties agree that interim changes may be made
17 by agreement of the Parties, with the consent of the Monitor,
18 pursuant to a procedure set forth in the MCE Plan. *See* Updated
19 2021 MCE Plan, last Revision August 2021, with current MCE
20 Plan Exhibits A-E, collectively attached as Exhibit E to this
21 Amended Agreement. The MCE Plan in Exhibit E and its Exhibits
22 are incorporated herein by reference.

23 v. Auditing. Pursuant to the Court's Order Re: Further Proceedings
24 on December 19, 2019, ECF No. 663, at 2 (¶ 2.C.), the Parties
25 agreed that the City should hire an expert Auditor to evaluate
26 compliance with the City's MCE Plan. The Auditor shall consult
27 with the City, the Parties, and the Monitor, and shall report to the
28 Monitor. *See* Updated 2021 MCE Plan, last Revision August 2021,

1 with current MCE Plan Exhibits A-E, collectively attached as
2 Exhibit E to this Amended Agreement, Section II.E.3.

3 **(m) Internet-based Accessible Housing Registry (“Registry”).**

- 4 i. The City shall, with input from the Plaintiffs and approval by the
5 Monitor as to content, features, usability, and accessibility, further
6 develop, upgrade and maintain its accessible website listing all
7 Housing Units in Covered Housing Developments, (including, but
8 not limited to, Accessible Units or units meeting the Accessibility
9 Standards), with real-time availability of accessible units, a
10 mechanism such as a standard indication of interest or a pre-
11 application by which people with disabilities can apply to be
12 placed on Accessible Housing Wait Lists or entered in lotteries for
13 available accessible units at multiple Housing Developments, the
14 ability to apply for units online, lists of accessible features in
15 Accessible and other units, numbers of bedrooms, eligibility
16 requirements or restrictions, rent information, and contact
17 information for each housing development. The Registry shall
18 operate in a manner consistent with the Monitor’s decision entitled
19 “Decision: Internet Registry Design,” dated April 15, 2020,
20 Monitor’s Supplemental Report, ECF No. 679 at 10-12 and
21 Appendix B thereto at 24-28. The City shall set annual goals for
22 developing and updating the Registry. The current Registry annual
23 goals are set out in Exhibit B to the MCE Plan, attached hereto as
24 Exhibit E, as annually revised by the Parties with the consent of
25 the Monitor.
- 26 ii. The website shall meet version 2.1 Level AA of the “Web Content
27 Accessibility Guidelines” published by the Web Accessibility
28 Initiative (WAI) of the World Wide Web Consortium (W3C), or

1 any subsequent version(s) that are published during the Settlement
2 Term. All documents posted on the Registry should conform to the
3 W3C's Guidance on Applying WCAG 2.0 to Non-Web
4 Information and Communications Technologies (WCAG2ICT) and
5 be in formats that can be recognized and read by software
6 commonly used by individuals who are blind or have low vision to
7 read digital information.

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

17 iv. The purposes of the Registry include: 1) allowing Persons with
18 Disabilities, including people who are homeless and/or those who
19 lack a current address or an email address; to obtain detailed
20 current information about accessible Housing Units and Housing
21 Developments; 2) allowing People with Disabilities to use the
22 Registry to (a) sign up to be notified about accessible housing units
23 that are available for rent, (b) to make application for such units as
24 they become available, and (c) to submit information such as a
25 standard indication of interest or a pre-application to be placed on
26 Accessible Housing Wait Lists or entered in lotteries at multiple
27 Housing Developments; 3) ensuring that accessible Housing Units
28 are occupied by people who need the accessible features; and 4)

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

12 v. The Monitor is authorized to retain one or more experts to
13 periodically review the accessibility and usability of the Registry
14 and other public facing websites and provide training for City
15 personnel and contractors charged with the creation, modification
16 or maintenance of the Registry and the training of such persons.

17 **(n) Coordination of Registry and Coordinated Entry System.** LAHD

18 shall coordinate with the Los Angeles Homeless Services Authority
19 (LAHSA) to ensure, at a minimum, that that properties using
20 LAHSA's Coordinated Entry System (CES) comply with the
21 provisions of this Amended Agreement with respect to Accessibility
22 Standards and Program Access and that LAHSA is appropriately
23 identifying accessible CES units and assessing and prioritizing
24 homeless individuals with mobility and sensory disabilities for
25 eligibility for accessible CES units, including through use of the
26 Registry. For all units that do not use CES, the City shall ensure that
27 the affirmative marketing plans, which are part of the property
28 management plans, comply with this Amended Agreement and that

1 the units are leased according to those plans. The City shall also
2 develop a plan to address the tenanting requirements for Covered
3 Developments that operate similarly to CES by requiring units to be
4 filled by referrals from a particular source other than the Registry. The
5 plan shall ensure that Accessible Units in those Housing
6 Developments are filled with tenants who need those accessible
7 features, and that those Housing Developments continue to comply
8 with the Amended Agreement. The City shall meet with the Plaintiffs
9 and Monitor at least quarterly to discuss implementation.

10 The City shall set annual goals for coordination with LAHSA/CES
11 and similar systems. The current LAHSA/CES annual goals are set
12 out the Annual Goals which are Exhibit B to the MCE Plan, attached
13 as Exhibit E hereto, as annually revised by the Parties with the
14 consent of the Monitor.

15 (o) **Training and Education**. The City will develop and implement a
16 curriculum to train City housing staff and owners and property
17 managers of Covered Housing Developments about disability rights
18 obligations in assisted housing under Section 504, the ADA, and the
19 Fair Housing Act. The curriculum will also address implementation of
20 the terms of the Amended Agreement. Trainings will be provided on a
21 regular basis to new City staff and new property managers of assisted
22 housing and current staff and employees will be required to attend
23 refresher classes. The Parties agree that Plaintiffs shall be consulted in
24 the development of the training curriculum and materials within a
25 reasonable time prior to any such training, and shall be invited to
26 attend such training, either as participants or as presenters. The
27 Annual Training Curriculum and Schedule is set out the MCE Plan,
28 Exhibit B (Annual Goals), Attachment C, as annually revised by the

1 parties with the consent of the Monitor.

2 (p) **Provision of Funding and Staffing**. The City shall provide an
3 average of \$20 million per year during the Settlement Term, which it
4 estimates as the funding required to perform its obligations under the
5 Amended Agreement in accordance with the timeframes set out
6 therein. The Court ordered the Parties and the Monitor to consider
7 “the development of a needs assessment and staffing plan necessary to
8 implement” the Amended CSA. *See* Order Re: Further Proceedings,
9 ECF No. 663, at 2. On an annual basis by September 30th the City
10 shall submit to the Parties and Monitor an assessment of staffing and
11 resource needs to meet the needs for the coming year and the
12 remainder of the Settlement Term. Should the outcome of that
13 evaluation demonstrate a need for further allocations, LAHD shall
14 seek to have additional staffing and related resources allocated to
15 AcHP to ensure compliance with the City’s obligations under this
16 Agreement.

17 (q) **Flexibility in Use of Funding**. The City shall have discretion to use
18 funds budgeted for the Amended Agreement for the following
19 purposes:

- 20 i. Leveraging additional development funds to support new
21 construction of affordable rental housing.
- 22 ii. Assisting owners of Covered Housing Developments to achieve
23 compliance with accessibility requirements of Section 504, the
24 ADA, and Section 11135.
- 25 iii. Assisting with structural modifications to dwelling units in
26 Covered Housing Developments at the request of individual
27 tenants or applicants.
- 28 iv. Oversight and enforcement of architectural accessibility

requirements and management policies in Covered Housing Developments.

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

vi. Development and implementation of training and education programs.

vii. Record keeping and reporting.

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

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

12. **Semi-Annual Report Contents.** Semi-annual reports referenced in Paragraph III.11, above, shall include, at a minimum, a detailed description of the following:

(a) Compliance efforts which have been made since the last report with respect to each of the substantive terms of this Amended Agreement, and the actions taken to ensure the City’s own compliance and to require and ensure its Subrecipients’ and Owners’ compliance with Section 504, the ADA, Section 11135, and the terms of this Amended Agreement.

(b) Quarterly, annual, and overall progress in achieving the Target Number of Accessible Units and annual production schedules under the Accessible Housing Unit Plan, including information regarding

1 geographic distribution of accessible units in a range of unit sizes;
2 affordability and access to public transportation and other amenities;
3 and the provision of temporary replacement housing for tenants
4 displaced by remediation efforts, sufficient to evaluate compliance
5 with the requirements of this Amended Agreement and the Accessible
6 Housing Plan in those areas.

7 (c) Progress in completing unit utilization surveys, and audits of
8 occupancy, waiting lists, and transfer lists, and progress on
9 implementing corrective action plans to maximize occupancy of
10 accessible units by Persons with Disabilities that need the accessibility
11 feature.

12 (d) Progress in ensuring that Housing Developments adopt the Housing
13 Policies, and of monitoring and enforcement efforts to ensure
14 compliance with the Housing Policies.

15 (e) Progress in implementing disability rights training and education for
16 City housing staff and for owners and property managers of City-
17 assisted buildings.

18 (f) Progress in the development and maintenance of the Internet-based
19 Accessible Housing Registry and its use by Housing Developments
20 and housing applicants.

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

23 (h) The Report shall also include:

24 i. A list by address and unit number of all Housing Developments
25 and Housing Units which have received Certifications of
26 Compliance with Accessibility Standards and Certifications of
27 Adoption of Housing Policies since the last report.

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

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

18 **13. Quantitative Data.** Quantitative data referenced in Paragraph
19 III.12(h)ii, above, shall include the number of properties inspected; numbers/types
20 of units under construction; number/types of Accessible Units completed; number
21 of Housing Developments in/out of compliance with policy obligations;
22 number/types of Accessible Units occupied by persons with disabilities who need
23 the accessibility features; number/types of Accessible Units occupied by persons
24 who do not need the accessibility features; number of persons with disabilities on
25 waitlists and transfer lists for Housing Developments; number of Developments in
26 compliance with Registry posting requirements; number of Housing Developments
27 listed on the web-based registry; number of persons with disabilities on the web-
28 based registry; number of requests for reasonable accommodations and reasonable

1 modifications granted or denied; number of grievances filed with Owners and their
2 resolution; number of grievances filed with the City and their resolution; and other
3 data that the City deems relevant. The report shall be submitted to the Monitor
4 pursuant to Paragraph III.11, above.

5 **14. Quarterly Reporting Requirements.** The City shall also provide
6 quantitative information to the Monitor and Plaintiffs with quarterly status reports
7 on compliance that includes the Quantitative Data referenced in Paragraphs III.12
8 and III.13. The quarterly status reports regarding accessible unit production shall
9 contain, at a minimum the number of certifications issued during that quarter, the
10 certification status of all developments (whether new construction, substantial
11 rehabilitation, or retrofits), the status of executed retrofit agreements with Owners,
12 the number of certifications the City anticipates issuing during the remainder of the
13 calendar year, and a statement of any significant issues encountered during the
14 quarter, to allow the Plaintiffs and Court Monitor to assess the City's ongoing
15 progress toward compliance with the Annual Certification Requirement. The
16 quarterly status reports on compliance with policy obligations shall contain, at a
17 minimum, information on the progress of meeting the obligations in Sections
18 III(10)(i)-(n) of this Amended Agreement and the MCE Plan and its attachments,
19 sufficient to allow the Plaintiffs and Court Monitor to assess progress and ongoing
20 compliance.

21 **15. Appointment of Settlement Coordinator ("Settlement**
22 **Coordinator" or "Coordinator").** The City shall hire a Settlement Coordinator
23 and provide the individual's name and contact information to Plaintiffs' Counsel
24 and the Monitor. The Settlement Coordinator will coordinate effective
25 implementation of this Amended Agreement, shall be retained throughout the term
26 of this Amended Agreement, and shall be directed and compensated by the City.
27 The Settlement Coordinator will report directly to the General Manager of LAHD
28 concerning matters relating to this Amended Agreement. The City shall commit

1 sufficient resources, authority, and independence so that the Settlement
2 Coordinator can successfully accomplish his or her responsibilities under this
3 Amended Agreement.

4 **16. ADA Coordinator.** The Settlement Coordinator position is in
5 addition to, not a replacement for, the City's current Section 504/ADA
6 Coordinator, who generally performs the functions set out in 24 C.F.R. § 8.53(a)
7 and 28 C.F.R. § 35.107 for the City. The Settlement Coordinator and the Section
8 504/ADA Coordinator shall coordinate as appropriate.

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

18 **18. Responsibilities and Authority of the Settlement Coordinator.**

- 19 (a) At all times during the term of the Amended Agreement, the
20 Settlement Coordinator shall have responsibility and authority to:
- 21 i. Receive and respond to reasonable inquiries and complaints from
22 Plaintiffs and others concerning accessibility barriers affecting
23 Housing Developments, the Registry, and the City's Housing
24 Programs.
 - 25 ii. Recommend the adoption or modification of the City's policies
26 and procedures concerning accessibility barriers affecting Housing
27 Units and Housing Developments.
 - 28 iii. Ensure the City's adoption of written policies and procedures

- 1 concerning the maintenance of accessible features in Housing
2 Units and Housing Developments.
- 3 iv. Coordinate all compliance activities under this Amended
4 Agreement, including:
- 5 A. Implementation of the provisions of this Amended
6 Agreement.
- 7 B. Coordination of the activities of City personnel who will
8 implement this Amended Agreement.
- 9 v. Issue, or oversee the issuance of, Certifications of Compliance
10 with Accessibility Standards for Housing Units and Housing
11 Developments pursuant to Paragraph III.10(a), and Certifications
12 of Adoption of Housing Policies pursuant to Paragraph III.10(l)iii.
- 13 vi. Review, contribute to, and timely submit all reports required by
14 this Amended Agreement, as well as any underlying
15 documentation.
- 16 vii. Consult, as the Settlement Coordinator deems appropriate, with
17 City personnel, contractors, or representatives to obtain
18 information concerning the City's compliance with the terms of
19 this Amended Agreement.
- 20 viii. Provide or oversee training identified in Paragraph III.10(d).
- 21 ix. Oversee the development and implementation of the Registry
22 identified in Paragraph III.10(m) - the Registry shall be made
23 available to the parties and the Court Monitor (i) in electronic form
24 and (ii) in written form through the office of the Settlement
25 Coordinator.
- 26 x. Oversee the development and implementation of assistance in
27 financing remediation, as set out in Paragraphs III.10(a), (b).
- 28 xi. Conduct or oversee field spot checks of Covered Housing

1 Developments to confirm compliance with the physical
2 accessibility and policy provisions of this Amended Agreement.

3 xii. Adopt and carry out procedures under which the Settlement
4 Coordinator will accept, review, and resolve grievances or
5 complaints arising under this Amended Agreement, including
6 through the grievance procedure set out in Paragraph III.19, below,
7 from Plaintiffs, the disability community, residents in and
8 applicants for tenancy at the Housing Developments Covered by
9 this Amended Agreement, and other organizations that advocate
10 for persons with disabilities.

11 xiii. Receive and respond to inquiries regarding the implementation of
12 this Amended Agreement by the City, Subrecipients, Owners, and
13 Property Management Agents.

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

16 xv. Oversee the performance of the City, Subrecipients, Owners, and
17 Property Management Agents regarding the accessibility of
18 Housing Units and Housing Developments and the Housing Policy
19 provisions of this Amended Agreement to ensure that they do not
20 waive, ignore, or otherwise fail to identify and address
21 noncompliance with Federal fair housing and civil rights
22 requirements or any requirements of this Amended Agreement.

23 xvi. Ensure the City's adoption of and compliance with written policies
24 and procedures contemplated by this Amended Agreement.

25 xvii. Respond to Plaintiffs' or Plaintiffs' Counsel's requests for
26 information and documents relating to any provisions of this
27 Amended Agreement.

28 (b) The Settlement Coordinator may utilize staff and designees to carry

1 out activities and obligations of the Settlement Coordinator, but the
2 City shall require the Settlement Coordinator to retain the
3 responsibility and the authority for performing Settlement Coordinator
4 functions.

5 **19. Settlement Coordinator Responsibilities for Registry.** As part of
6 developing the Accessible Housing Unit Plan, the Settlement Coordinator shall
7 oversee the creation of a database to include the following information:

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

19 **20. Grievance and Complaint System.** The City shall establish and
20 maintain policies and procedures mutually acceptable to the Parties for submission
21 of grievances or complaints to, and responses by, the City concerning accessibility
22 in housing and programs covered by this Amended Agreement, including
23 complaints about the City's implementation of its Housing Program and
24 complaints about Owner or Management actions in Housing Units and Housing
25 Developments covered by this Amended Agreement, as well as complaints about
26 the Internet Registry. The grievance procedures shall comply with the requirements
27 of 28 C.F.R. § 35.107, and shall at a minimum:

- 28 (a) Describe the procedures and timelines for submitting a complaint and

obtaining a response.

(b) Provide for accessibility, effective communications, and reasonable accommodations in utilizing the procedures.

(c) Identify staff responsible for investigating and resolving complaints.

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

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

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

22. Training regarding this Amended Agreement to Supervisory Employees. The City shall train each of its employees having supervisory authority for any components of this Amended Agreement on the requirements of this document. Thereafter, the City shall provide such training to any newly hired employee with such authority within fifteen (15) days of hiring and to any employee newly given such authority within fifteen (15) days of conferring on that employee such authority.

IV. MONITORING

1. Court Appointment of Monitor.

(a) Pursuant to the CSA, on July 5, 2018, the Court appointed a Monitor to ensure that the CSA is implemented effectively and to assist the Court in monitoring the City's compliance with this Agreement. ECF 622. In the event the Monitor ceases to serve, the Parties shall jointly propose to the District Court one or more candidates to serve as a court-appointed Monitor.

(b) The Monitor shall serve throughout the Settlement Term and shall report to the Court. For the purposes of this Amended Agreement, the Monitor's authority shall derive from the Court, not the Parties.

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

3. Monitor Responsibility and Authority. The Monitor shall evaluate the City's compliance with the provisions of this Amended Agreement to ensure full compliance with all of its terms, including by providing the City with technical assistance or support in internal capacity building to ensure the successful implementation of the City's obligations over the Settlement Term. The Monitor will assess the City's progress toward achieving the Target Number of Accessible Units and implementation of policies and procedures by reviewing plans, policies, procedures, expenditures, staffing, and production of accessible units, among other things. The Monitor shall have the obligation and authority to take steps to carry out this responsibility including but not limited to the obligation and authority to:

1 (a) Monitor, review, collect, evaluate, and verify written and electronic
2 data and information on progress and completion of the Accessible
3 Unit Housing Plan, as it is periodically revised; accessibility of
4 Housing Units and Housing Developments; City Housing Program
5 Accessibility; Monitoring, Compliance, and Enforcement Plan (MCE
6 Plan), as it is periodically revised; City monitoring of Owner
7 compliance, and all other components of the Amended Agreement.

8 (b) Conduct inspections, with appropriate notice to affected individuals,
9 of selected Housing Units and Housing Developments as the Monitor
10 deems appropriate, and measure, photograph, or otherwise document
11 accessibility compliance.

12 (c) Interview City staff, consultants, contractors, and agents as the
13 Monitor deems appropriate.

14 (d) Hire experts or staff as needed, including but not limited to the
15 authority to hire or contract with one or more persons with technical
16 expertise to assist in monitoring the implementation of the Revised
17 AHUP and certification of accessible units, and the MCE Plan, within
18 the budgetary limits of this Amended Agreement, to assist in carrying
19 out these responsibilities.

20 i. The Monitor shall inform the Parties in writing at least fourteen
21 (14) days before the Monitor employs or contracts with such
22 persons.

23 ii. If either Party objects to the contracting with or hiring of any such
24 person, that Party shall submit its opposition to the Court for
25 disposition no later than fourteen (14) days after receiving the
26 Monitor's notice that the Monitor intends to retain such persons.

27 iii. If there is no objection submitted to the Court, the Monitor may
28 proceed with the employment or contract.

- 1 (e) Review and assess all reports prepared by the City as required by the
2 terms and provisions of this Amended Agreement, and prepare
3 recommendations for additional action as needed.
- 4 (f) Maintain records of the Monitoring team's activities and relevant
5 documents.
- 6 (g) Provide Counsel for Plaintiffs and the City any relevant information
7 known to or available to the Monitor under any provision of this
8 Amended Agreement upon reasonable request.
- 9 (h) Prepare a written semi-annual report for submission to Counsel for
10 Plaintiffs and the City describing, for the periods January 1 through
11 June 30 and July 1 through December 31 of each year, the Monitor's
12 assessment of the City's progress in complying with all of the
13 provisions of this Amended Agreement, and the Monitor's comments
14 on Reports submitted by the City. A copy will be filed with the Court
15 within 60 days of the end of each period. The Parties shall meet and
16 confer among themselves or with the Monitor to resolve any problems
17 identified by the Monitor or any of the parties. If the Parties cannot
18 reach agreement, either Party can request that the Monitor submit an
19 additional report to the Court with recommendations for action, and
20 shall file a motion with the Court for consideration of such
21 recommendations or other requested relief.
- 22 (i) Meet and confer with Plaintiffs and the City, to consider suggestions
23 for implementing the spirit and letter of the Amended Agreement, and
24 to clarify information contained in the Monitor's reports.
- 25 (j) Coordinate with HUD to provide consistency, as feasible and
26 appropriate, in the implementation of the Amended Agreement and
27 the VCA to avoid imposing conflicting obligations.
- 28 (k) Make decisions, subject to the Parties' request for review by the

1 Court, to (1) resolve any dispute between the Parties, or (2) address
2 actions by a Party or Parties that may be inconsistent with
3 implementation and compliance with the Amended Agreement.

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

1 provide such information pursuant to a protective order to be negotiated by the
2 Monitor and the Parties or secured through an appropriate petition to the Court.

3 **5. Confidentiality.**

4 (a) The Monitor is an agent of the Court, is not a state or local agency, or
5 an agent thereof, and accordingly the records maintained by the
6 Monitor shall not be deemed public records subject to public
7 inspection within the meaning of California Government Code Sec.
8 6250 *et seq.* Nothing in this Paragraph shall change the obligations of
9 the City regarding records in its control.

10 (b) The Monitor shall adhere to all conflict of interest rules and ethical
11 obligations relevant to monitors appointed by the U.S. District Court
12 for the Central District of California.

13 (c) Unless any conflict of interest is waived by the City and the Plaintiffs,
14 the Monitor shall not accept employment or provide consulting
15 services during the period of the Monitor's employment that would
16 present a conflict of interest with the Monitor's responsibilities under
17 this Order or the Amended Agreement. Following the period of the
18 Monitor's employment, the Monitor shall not accept employment or
19 provide consulting services on any matter related to the Amended
20 Agreement or based on information obtained in the course of carrying
21 out Monitoring duties, in connection with a claim or suit against the
22 City or its departments, officers, agents or employees.

23 (d) Persons retained by the Monitor shall be subject to the same
24 confidentiality and conflict of interest provisions as the Monitor.

25 (e) If the City believes that any documents or categories of documents
26 provided to the Monitor are not public records and are subject to a
27 requirement of confidentiality, the City shall identify such documents
28 or categories of documents with specificity and propose a protective

1 order concerning such documents. The proposed protective order shall
2 be addressed through the meet and confer process set out in the
3 Amended Agreement.

4 (f) The Monitor shall preserve the confidentiality of any record whose
5 disclosure is prohibited by law or that is the subject of a protective
6 order, and shall require any expert, consultant, or agent he may retain
7 to do the same.

8 **6. Meetings with Monitor.** The Monitor shall hold at least one annual
9 meeting with the City and Plaintiffs to review progress. The Monitor may, as he or
10 she deems appropriate, schedule other meetings and/or conference calls with the
11 Parties and their counsel to discuss any relevant issues concerning the
12 implementation and enforcement of the Amended Agreement.

13 **7. Cost of Monitor.** The City shall bear the cost of the Monitor during
14 the Settlement Term, capped at the amounts specified below:

15 (a) Fiscal Years 1-3 (July 1, 2018 through June 30, 2021): previously
16 invoiced and paid.

17 (b) Remaining Term of the Amended Agreement: \$1,300,000 per year.

18 (c) The budgets set forth above are limited to payments for work done
19 consistent with the scope of responsibilities set forth in Section IV.3
20 above, by Bill Lann Lee, Fox & Robertson, CREEC, Knowbility,
21 Access Compliance Consultants, Inc., and DeGerlia Expert
22 Consulting LLC (collectively "Payees"). To the extent that the
23 Monitor deems it necessary to retain the services of additional experts
24 or entities or if one of these existing contractors and experts performs
25 necessary unanticipated additional work, the relevant budgets will be
26 increased to reflect payments to these additional contractors.

27 (d) The above budgets will be subject to increases based on reasonable
28 increases in the rates charged by Payees, not to exceed 5% in any

1 fiscal year. The Monitor's current rate shall be set at a rate not to
2 exceed \$675 per hour subject to future increases pursuant to the
3 preceding sentence.

4 (e) The above budgets may be reduced in future years of the Amended
5 Agreement Term, based on mutual agreement of the Monitor and the
6 City and subject to the provisions of Section IV.7(m), *infra*, should the
7 scope of responsibilities and services of the Monitor be reduced.

8 (f) Reasonable expenses incurred by the Monitor in performing his or her
9 duties shall be reimbursed, subject to the budgetary limits in this
10 Amended Agreement.

11 i. The Monitor shall comply with Sections 1.8.12(B) (Airline
12 Travel), 1.8.13, (Per Diem: Lodging, Meals and Incidentals),
13 1.8.15 (Ground Transportation), 1.8.16 (Automobile Rental),
14 1.8.17 (Laundry Services), 1.8.18 (Telephone Calls), 1.8.19
15 (Internet Connection Services) 1.8.20 (Gratuities) and 1.8.23 (Non-
16 reimbursable Travel Costs) of the City Guidelines regarding travel
17 expenses, as those rates may be increased from time to time by the
18 City, except that the Monitor may procure lodging at 150% of the
19 Federal Per Diem Rate set in Section 1.8.13, and that the City will
20 reimburse any travel-related expenses necessary to accommodate
21 personnel with disabilities.

22 ii. Compensation for any experts or staff retained by the Monitor shall
23 be limited to the actual rate charged by the expert or staff, and
24 subject to the budgetary limits set forth above.

25 (g) The Monitor periodically, as frequently as monthly and in no event
26 less frequently than once every three months, at the Monitor's
27 discretion, shall submit to the City, with a copy to the Plaintiffs, an
28 itemized statement of the Monitor's fees and expenses, with

1 supporting documentation, which shall be payable within Thirty (30)
2 business days of receipt of the statement.

3 (h) Submitted statements shall include:

- 4 i. General information on work provided during the statement period
5 and time spent performing each task.
6 ii. A record of any expenses, including receipts, incurred by the
7 Monitor during the statement period.
8 iii. Invoices for any work or expenses, including receipts, incurred by
9 retained experts and staff.

10 (i) The Monitor shall maintain records, receipts and other appropriate
11 documentation of all expenses, costs, fees, and services for a period of
12 two (2) years after the Settlement Term, such records shall be
13 available for inspection by the Parties.

14 (j) The Monitor shall provide and maintain at its own expense not less
15 than the following amounts and types of insurance:

- 16 i. General Liability insurance in an amount not less than One Million
17 Dollars (\$1,000,000) combined single limit.
18 ii. Automobile Liability insurance in an amount not less than One
19 Million Dollars (\$1,000,000) combined single limit.

20 (k) Such insurance shall protect City as an insured or an Additional
21 Interest Party, or a Loss Payee As Its Interest May Appear,
22 respectively, when such status is appropriate and available depending
23 on the nature of applicable coverages.

24 (l) The City shall pay disbursements to the Monitor within 30 days of
25 presentation of an invoice for work performed and costs incurred.

26 (m) If a dispute should arise concerning the compensation or budget of the
27 Monitor, the Monitor's authority or any matter concerning the actions
28 of the Monitor, the Court will consider and resolve the dispute.

1 **8. Periodic Status Conferences.** The Court, in its discretion, shall hold
2 periodic status conferences to assure compliance with the Amended Agreement.

3 **V. RECORD KEEPING AND REPORTING**

4 **1. Record Keeping and Reporting.**

5 (a) During the Settlement Term, the City shall maintain all records
6 necessary to verify compliance with the terms of this Amended
7 Agreement. The City shall instruct Owners and Property Management
8 Agencies to maintain all records regarding compliance with the terms
9 of the Amended Agreement.

10 (b) Subject to the limitations cited in Paragraph IV.1.(c)., the City shall,
11 upon reasonable request, make best efforts to provide a copy of any
12 data and reports that it, its agents, Subrecipients, Owners, or Property
13 Management Agents generate to comply with this Amended
14 Agreement, whether maintained electronically or otherwise, including
15 but not limited to records identified in various provisions of this
16 Amended Agreement and documents that support the Reports required
17 by this Amended Agreement, to the Monitor or Plaintiffs' Counsel.

18 (c) The City shall, in consultation with Plaintiffs and with approval by the
19 Monitor, develop a Comprehensive Database. The City shall set
20 annual goals for developing, implementing and improving the
21 Comprehensive Database and related reporting. The current
22 Comprehensive Database annual goals are set out in the current MCE
23 Plan attached as Exhibit E to the Amended Agreement, MCE Exhibit
24 B (2022 Annual Goals), Exhibit D to MCE Exhibit B (2022 Database
25 Timeline, 1/11/22), as annually revised by the parties with the consent
26 of the Monitor.

27 (d) During the Term of this Amended Agreement, the City shall update
28 and modify the Database as needed and will maintain all records and

1 data necessary to verify compliance with the terms of this Amended
2 Agreement.

3 (e) The City shall maintain the comprehensive database throughout the
4 Settlement Term and make it available on a read-only basis to the
5 Monitor and to Plaintiffs' counsel.

6 (f) The City shall instruct Owners and Property Management Agencies,
7 to maintain all records and data regarding compliance with the terms
8 of the Amended Agreement for the Term of this Amended
9 Agreement.

10 **2. City's Duty to Retain Documents.** The City shall maintain all
11 documents and records provided to the Monitor as well as all documents and
12 records maintained and/or generated by the City that pertain to the Amended
13 Agreement for a period of five (5) years. Records affecting title to real property or
14 liens, including but not limited to covenants and retrofit agreements, shall be
15 preserved in perpetuity. For a period not to exceed six (6) months beyond the
16 expiration of this Amended Agreement, Plaintiffs' Counsel shall, upon request, be
17 provided access to any of the records described in the Record-Keeping provisions
18 of this Amended Agreement.

19 **VI. MUTUAL RELEASE OF CLAIMS**

20 **1. Plaintiffs' Release of Claims.** Plaintiffs, for and in consideration of
21 this Amended Agreement, including any and all recitals, promises, covenants, and
22 terms herein, for themselves (and for their executors, assigns, and successors, as
23 well as their administrators, agents, and representatives acting in their official
24 capacities on behalf of Plaintiffs) (collectively "Plaintiff Releasing Parties"), do
25 hereby fully and finally remise, release, acquit, and forever discharge the City and,
26 in their official capacities, its respective successors, directors, officers, employees,
27 agents, its past, present and future departments (including LAHD (formerly known
28 as the City of Los Angeles Housing + Community Investment Department)),

boards, commissions, predecessors, and successors-in-interest, (collectively “Defendant Released Entities”) from any and all claims and demands of any and every kind, name, nature, or description, and from any rights, disputes, complaints, charges, actions and causes of action, suits, debts, injuries, reimbursements, contracts, covenants, liens, liabilities, losses, costs, expenses, obligations, and damages of any nature, kind, and description, whether asserted or unasserted, known or unknown, anticipated or unanticipated, suspected or unsuspected, or actual or contingent, in law or in equity, which the Plaintiff Releasing Parties now have against the Defendant Released Entities or any of the Defendant Released Entities, whether or not the same be now existent or known to the Plaintiff Releasing Parties, by reason of or arising out of the claims as more particularly alleged in this Litigation and arising up until the date of Judgment, including but not limited to any claim or cause of action, including but not limited to injunctive, declaratory, or other non-monetary relief, however described, that the Plaintiff Releasing Parties asserted or could have asserted in this Litigation against the Defendant Released Entities, pertaining to accessibility under Section 504, the ADA, and Section 11135, and availability to people with disabilities of any and all of the multifamily housing funded, developed, or significantly assisted by the City at any time prior to this Amended Agreement (“Released Claims”). Such Released Claims, however, shall not include any claims to enforce the terms of this Amended Agreement, nor shall they include claims set forth in the case of *United States of America et al v. City of Los Angeles et al*, 2:11-cv-00974-PSG-JC; or in any other action filed between January 1, 2011 and March 31, 2011 against the Defendant Released Entities and currently pending in the United States District Court for the Central District of California.

2. City’s Release of Claims. The City, for itself and its respective successors, directors, officers, employees, agents, their past, present and future departments (including LAHD (formerly known as the City of Los Angeles

Housing + Community Investment Department)), boards, commissions, predecessors, and successors-in-interest, (collectively “Defendant Releasing Parties”), for and in consideration of this Amended Agreement including any and all recitals, promises, covenants, and terms herein, does hereby fully and finally remise, release, acquit, and forever discharge Plaintiffs (and their assigns, and successors, as well as their administrators, agents, and representatives acting in their official capacities on behalf of Plaintiffs) (collectively “Plaintiff Released Entities”) from any and all claims and demands of any and every kind, name, nature, or description, and from any rights, disputes, complaints, charges, actions and causes of action, suits, debts, injuries, reimbursements, contracts, covenants, liens, liabilities, losses, costs, expenses, obligations, and damages of any nature, kind, and description, whether asserted or unasserted, known or unknown, anticipated or unanticipated, suspected or unsuspected, or actual or contingent, in law or in equity, which the City now has against the Plaintiff Released Entities, whether or not the same be now existent or known to the City, by reason of or arising out of the claims as more particularly alleged in this Litigation and arising up until the date of Judgment, including but not limited to any claim or cause of action, including but not limited to injunctive, declaratory, or other non-monetary relief, however described, that the City asserted or could have asserted in the Action, pertaining to the accessibility under Section 504, the ADA, and Section 11135, and availability to people with disabilities of any and all of the multifamily housing funded, developed, or significantly assisted by the City at any time prior to this Amended Agreement (“Released Claims”). Such Released Claims, however, shall not include any claims to enforce the terms of this Amended Agreement.

3. Waiver of Civil Code Section 1542. With respect to the release of claims by reason of or arising out of the claims as more particularly alleged in the this Litigation and arising up until the date of Judgment, as provided in Paragraphs VI.1 and VI.2, above, the Plaintiff Releasing Parties and the Defendant Releasing

1 Parties waive and relinquish any and all rights and benefits afforded by California
2 Civil Code Section 1542, and acknowledge and understand that the facts with
3 respect to the Action and this Amended Agreement may, after the date of
4 execution of this Amended Agreement, be discovered to be other than or different
5 from the facts now known and believed to be true. The Plaintiff Releasing Parties
6 and the Defendant Releasing Parties knowingly accept and assume the risk of the
7 facts being different, agree that this Amended Agreement shall be and remain in all
8 aspects effective and not subject to termination by virtue of any such difference in
9 facts, understand and acknowledge the significance and consequences of such
10 specific waiver of California Civil Code Section 1542, and expressly assume full
11 responsibility for any losses or consequences that may be incurred by making such
12 waiver. The Plaintiff Releasing Parties and the Defendant Releasing Parties
13 expressly understand that California Civil Code Section 1542 provides as follows:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
15 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
16 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
17 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
18 HER SETTLEMENT WITH THE DEBTOR.

19 The Plaintiff Releasing Parties and the Defendant Releasing Parties, being aware
20 of the foregoing code section, freely, voluntarily, and expressly waive to the fullest
21 extent applicable any rights they may have thereunder. The Plaintiff Releasing
22 Parties and the Defendant Releasing Parties acknowledge that, in agreeing to the
23 foregoing release, they have not relied on any inducements, promises, or
24 representations by the Plaintiff Released Entities or the Defendant Released
25 Entities, other than as expressly set forth in and this Amended Agreement. Such
26 Released Claims, however, shall not include any claims to enforce the terms of this
27 Amended Agreement, nor shall they include claims set forth in the case of *United*
28 *States of America et al v. City of Los Angeles et al*, 2:11-cv-00974-PSG-JC; or in

any other action filed between January 1, 2011 and March 31, 2011 against the Defendant Released Entities and currently pending in the United States District Court for the Central District of California.

VII. DISPUTE RESOLUTION

1. Meet and Confer Obligation. If any Party believes that a dispute exists relating to any violation of or failure to perform any of the provisions of this Amended Agreement or disagreements with respect to interpretation of the obligations of this Amended Agreement, it shall notify the other Party in writing and describe with particularity the alleged violation, failure to perform, or disagreement. The Parties shall meet and confer within ten (10) business days of receipt of such notice.

2. Decision by Monitor. If the Parties are unable to resolve a dispute through the meet and confer process described above, then the dispute will be resolved by the Monitor.

3. Resolution by the District Court. Any Party that disagrees with the Monitor's resolution above may seek review of the same by motion filed with the Court.

VIII. COMPENSATION AND FEES

1. Compensation to Plaintiffs. The Parties agree that the City paid the amount requires by Paragraph VIII.1 of the CSA, ECF No. 608-1.

2. Attorneys' Fees. Following settlement of this litigation, on October 7, 2016, the Plaintiffs filed a fee petition, ECF 544, and on November 16, 2016, the Plaintiffs notified the Court of the withdrawal of that petition on account of having settled on fees with the City. ECF 553. The Court subsequently entered an additional Order concerning attorneys' fees. ECF 673 (Feb. 6, 2020).

3. Prospective Monitoring Fees and Costs for Plaintiffs' Counsel. In addition to the fees described in Paragraph VIII.2, the City shall pay to Plaintiffs' Counsel their reasonable and necessary monitoring fees and expenses during the

Settlement Term not to exceed the following amounts, exclusive of any disputes resolved by the District Court. For purposes of this section on monitoring fees, the first “Settlement Year” commenced on October 1, 2016, and each subsequent “Settlement Year” commences on October 1 thereafter:

(a) Settlement Term Years 1-3 for All Plaintiffs: Two Hundred Fifty Thousand Dollars (\$250,000) per year.

(b) For subsequent Settlement Term Years, as follows:

Settlement Year (Date Range)	ILCSC	CALIF	FHCSFV
4 (Oct. 1, 2019 – Sept. 30, 2020)	\$250,000	\$250,000	\$52,000
5 (Oct. 1, 2020 – Sept. 30, 2021)	\$225,000	\$225,000	\$52,000
6 (Oct. 1, 2021 – Sept. 30, 2022)	\$187,500	\$187,500	\$52,000
7 (Oct. 1, 2022 – Sept. 30, 2023)	\$175,000	\$175,000	\$45,000
8 (Oct. 1, 2023 – Sept. 30, 2024)	\$150,000	\$150,000	\$45,000
9 (Oct. 1, 2024 – Sept. 30, 2025)	\$125,000	\$125,000	\$45,000
10 (Oct. 1, 2025 – Sept. 30, 2026)	\$100,000	\$100,000	\$45,000

4. Payment of Monitoring Fees and Costs. Except as otherwise provided in Paragraph VIII.5, below, payment of fees, costs, and expenses for the monitoring work to be performed by Plaintiffs’ Counsel shall be made as follows: On or before each anniversary of the Effective Date, the City shall appropriate the amount specified for that respective year in Paragraph VIII.2, above, as separate line items for each Plaintiff. Funds in each of the three line-items are to be maintained and monitored by the General Manager of the LAHD, and disbursed in accordance with Paragraph VIII.4, below. Annually, within thirty (30) days of the appropriation of such funds, the City shall provide evidence to Plaintiffs’ Counsel that the amount specified for that respective year in Paragraph VIII.2, above, has

1 been appropriated by City Council and that the amounts specified above have been
2 encumbered as a separate line item for counsel for each of the three Plaintiffs.

3 **5. Disbursement of Monitoring Fees and Costs.** Except as otherwise
4 provided in Paragraph VIII.5, below, during the Settlement Term, at the close of
5 each Settlement Term Year Quarter, Counsel for each of the Plaintiffs shall submit
6 to the LAHD General Manager invoices for actual fees and expenses incurred,
7 together with a signed declaration from Plaintiffs' Counsel attesting to the
8 accuracy of such. Thereafter, the General Manager shall, within thirty (30) days of
9 receipt of such submission, disburse the appropriated funds from the three
10 respective line items described in Paragraph VIII.5, above, to the respective
11 Plaintiffs' Counsel in amounts reflecting (a) the number of hours of monitoring
12 work performed by Counsel for each Plaintiff, multiplied by a reasonable hourly
13 rate, and (b) costs and expenses incurred during the previous three month period,
14 up to the amount required to have been appropriated and deposited prior to that
15 date. In the event the parties cannot agree informally on the amount to be disbursed
16 to Plaintiffs' Counsel from the appropriated funds for a particular three-month
17 period, the matter shall be submitted to the Court for resolution. Fees for ILCSC
18 and CALIF shall be made payable to Relman Colfax PLLC for distribution among
19 counsel for those entities. FHC will notify the City Attorney's Office of the name
20 of any counsel it wishes to appoint to monitor compliance with this Agreement,
21 and authorize such counsel to submit an invoice for monitoring fees and expenses.

22 **6. Monitoring Fees for ILCSC and CALIF.** Notwithstanding
23 Paragraphs VIII.2 and VIII.4, above, as it relates to the monitoring fees for ILCSC
24 and CALIF's Counsel:

- 25 (a) During the Settlement Term, at the close of each Settlement Term
26 Year Quarter, Counsel for ILCSC and CALIF shall submit to the
27 LAHD General Manager a signed declaration from ILCSC and
28 CALIF's Counsel attesting that they represented ILCSC and CALIF

1 for monitoring purposes and conducted monitoring during the period,
2 no additional supporting materials shall be required. Thereafter, the
3 General Manager shall, within thirty (30) days of receipt of such
4 declaration, disburse the appropriated funds from the ILCSC and
5 CALIF line items described in Paragraph VIII.3, above, to ILCSC and
6 CALIF's Counsel in amounts reflecting 25% of the established
7 amount for the applicable Settlement Term Year.

8 (b) The Settlement Term Year amount to be disbursed to Counsel for
9 ILCSC and CALIF shall not be increased at some future point,
10 regardless of whether the actual fees, costs, and expenses for
11 monitoring work exceeds the annual amount set in Paragraph VIII.2,
12 above. ILCSC and CALIF shall not be entitled to bring a motion
13 under Paragraph X.2, below, requesting modification of the amount
14 set in Paragraph VIII.2, above. However, if ILCSC or CALIF seek to
15 enforce the terms of the Agreement through a motion to the District
16 Court through the process provided for in Paragraph VII, above, the
17 prevailing party, as determined by the District Court on that motion,
18 shall be entitled to seek the costs associated with that motion, to be
19 awarded at the Court's discretion.

20 (c) If the actual fees, costs, and expenses for monitoring work performed
21 during a Settlement Term Year falls more than 30% below the amount
22 specified for that year in Paragraph VIII.2(b), above, Counsel for
23 ILCSC and CALIF shall notify the LAHD General Manager, and the
24 Amount Specified in Paragraph VIII.2(b) for the subsequent year shall
25 be reduced by 30%.

26 (d) For good cause shown, based on adequate staffing and compliance
27 with deadlines, the Court may reduce the amount of monitoring fees
28 prescribed to ILCSC and CALIF by Paragraph VIII.2(b), above, but in

no case shall such fees be reduced below the amounts specified in Paragraphs III.2(b) to FHCSFV.

IX. COURT'S RETENTION OF JURISDICTION

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

X. MISCELLANEOUS

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

2. Modification of Amended Agreement.

(a) This Amended Agreement may only be modified or amended in writing, signed by all Parties, that specifically states that its purpose is to amend or modify this Amended Agreement.

1 (b) All deadlines and dates for performance by the City under this
2 Amended Agreement may be extended or modified by written
3 agreement between Plaintiffs and the City and the approval by the
4 Monitor.

5 (c) If the City should be delayed, interrupted, or prevented from
6 performing any of its obligations under this Amended Agreement and
7 such delay, interruption, or prevention is due to fire, act of God, or
8 other unforeseeable events, including, but not limited to any cause
9 outside the reasonable control of the City, as the case may be, then the
10 time for performance of the affected obligation of City may be
11 extended, by written agreement of the Parties, for a period equivalent
12 to the period of such delay, interruption, or prevention.

13 (d) Except as otherwise provided in Paragraph VIII.5(b) above, any Party
14 may file a written motion with the District Court for the purpose of
15 modifying a term or provision of the Amended Agreement. Before
16 filing a motion with the District Court, the moving Party must discuss
17 the reasons for the proposed modification with all Parties for the
18 purpose of determining whether there is agreement on the need for the
19 modification, and thereafter submit the matter to the Monitor for a
20 recommendation.

21 **3. Claims Against CRA/LA.** Nothing in this Amended Agreement
22 releases the Defendant CRA/LA, A Designated Local Authority, Successor to
23 Community Redevelopment Agency of the City of Los Angeles (“CRA/LA”),
24 from any claims that Plaintiffs have asserted against it in the Litigation or from any
25 claims that the City may have against the CRA/LA.

26 **4. Conditions Precedent.** The Parties agree that this Amended
27 Agreement shall be conditioned upon, and shall be effective only upon, the
28 occurrence of each and every one of the following events:

1 (a) The Amended Agreement has been approved by the City Council and
2 the Mayor.

3 (b) The Amended Agreement has been fully executed by the Parties.

4 (c) The Court has entered an Order substantially in the form attached as
5 Exhibit D.

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

9 (a) Sent by overnight delivery using a nationally recognized overnight
10 courier, in which case notice shall be deemed delivered one (1)
11 business day after deposit with such courier; or

12 (b) Personally delivered, in which case notice shall be deemed delivered
13 upon receipt by the Party to whom the notice was delivered. As a
14 courtesy only, email may be used to provide a Party with notification
15 that a notice has been sent and may include a copy of the notice. A
16 Party's address may be changed by written notice to the other Party;
17 provided that no notice of a change of address shall be effective until
18 receipt of such notice as provided for above.

19
20 To Plaintiffs: Independent Living Center of Southern California
21 c/o Christopher Wells, Chief Executive Officer
22 14407 Gilmore Street, #101
23 Van Nuys, CA 91401
24 Email: nvescovo@ilcsc.org

25 Fair Housing Council of the San Fernando Valley
26 c/o Sharon Kinlaw, Executive Director
27 14621 Titus Street, Suite 100
28 Panorama City, CA 91402
Email: skinlaw@gmail.com

Communities Actively Living Independent and Free
c/o Lillibeth Navarro, Executive Director

634 South Spring Street, Second Floor
Los Angeles, CA 90014
Email: lnavarro@calif-ilc.org

With a copy to:

Michael Allen, Esq.
Relman Colfax, PLLC
1225 19th Street NW, Suite 600
Washington, DC 20036
Telephone: (202) 728-1888
Email: mallen@relmanlaw.com

Autumn Elliott, Esq.
Disability Rights California
350 S. Bixel Ave., Suite 290
Los Angeles, CA 90017
Telephone: (213) 213-8000
Email: Autumn.Elliott@disabilityrightsca.org

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To City of Los
Angeles:

Matthew W. Szabo
City Administrative Officer
200 North Main St., Suite 1500
Los Angeles, CA 90012
Telephone: (213) 473-7534
Email: matt.szabo@lacity.org

Ann Sewill
General Manager
Los Angeles Housing Department

1 1200 West 7th St., 9th Floor
2 Los Angeles, CA 90017
3 Telephone: (213) 808-8808
4 Email: ann.sewill@lacity.org

5 With a copy to: Kathleen Kenealy
6 Chief Deputy City Attorney
7 800 City Hall East
8 200 North Main St., 8th Floor
9 Los Angeles, CA 90012
10 Telephone: (213) 978-8100
11 Email: kathleen.kenealy@lacity.org

12 Noreen S. Vincent
13 Senior Assistant City Attorney
14 800 City Hall East
15 200 North Main St., 9th Floor
16 Los Angeles, CA 90012
17 Telephone: (213) 978-7730
18 Email: noreen.vincent@lacity.org

19 To the Monitor: (Through June 30, 2022):
20 Bill Lann Lee
21 928 Hilldale Ave.
22 Berkeley, CA 94708
23 Email: blee@creeclaw.org

24 (Starting July 1, 2022):
25 Timothy P. Fox
26 Fox & Robertson, PC
27 1 Broadway, Suite B205
28 Denver, CO 80203
Telephone: (303) 951-4164
Email: tfox@foxrob.com

25 **6. Opportunity to Consult with Counsel.** The Parties represent that
26 prior to signing this Amended Agreement, they have read it, consulted with
27 counsel of their choice, and each understood its terms and conditions. The Parties
28 hereto accept this Amended Agreement as their own free and voluntary act,

1 without duress, and intend to be legally bound by it. This Amended Agreement is
2 made without reliance upon any statements or representations by the Parties or
3 their representatives that are not contained herein.

4 **7. Amended Agreement Binding on Successors and Assigns.** This
5 Amended Agreement shall be binding on, and enforceable by, the Parties, their
6 employees, and their successors and assigns.

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

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

14 **10. Counterparts and Facsimiles.** This Amended Agreement may be
15 executed in counterparts and facsimiles, all of which when taken together shall
16 constitute a single instrument.

17 **11. Parties Agree to Cooperate.** The Parties agree to cooperate in
18 submitting this Amended Agreement to the Court for execution, and to cooperate
19 and execute additional documents or take other actions necessary to perform their
20 respective obligations under this Amended Agreement.

21 **12. Construction.** This Amended Agreement is the result of negotiations
22 and joint drafting, undertaken in good faith and in that regard the rule of
23 contractual construction that an ambiguous term shall be construed against the
24 drafter shall not be employed.

25 **13. Deadlines.**

26 (a) The CSA specified deadlines for the City to develop and implement
27 programs in compliance with that Agreement.

28 (b) The Court's Order Re Further Proceedings, ECF 663, dated

December 19, 2019, ordered the Parties and the Monitor to propose provisions for sanctions for noncompliance with the CSA deadlines, which they submitted on January 28, 2020. *See* Status Conference Statement at 3, ECF No. 671. The Order further provided that “the parties and Monitor shall, at a minimum, attempt to agree on a set of interim deadlines for certifying 4000 units of housing as accessible.” *Id.* at 2.

(c) As of the date of the submission of the Amended Agreement, the Parties have agreed to, and the Monitor has approved, deadlines as set forth in attachments to this Amended Agreement, including the deadlines in MCE Plan Exhibit B, and other Exhibits to this Amended Agreement, which are incorporated herein by reference.

(d) On October 30, 2020, the Court issued an Order that: “All deadlines and dates for performance by the City under this Settlement Agreement may be extended or modified by written agreement between plaintiffs and the City.” Order dated October 30, 2020, ECF No. 688 at 5. In compliance with that Order the Parties agree that the deadlines incorporated into the Exhibits to this Amended Agreement may be revised annually, or as otherwise agreed, by agreement of the Parties, with the approval of the Monitor. Any revised deadlines should be submitted to the Court at least annually in conjunction with the Monitor’s reports to the Court.

14. Sanctions. The Court has inherent jurisdiction to impose sanctions. A Plaintiff may seek imposition of sanctions on the City for failure to comply with this Amended Agreement, including, pursuant to the Court’s Order Re Further Proceedings, for failure to meet deadlines. ECF 663 at 4. The Monitor shall initially determine if sanctions are appropriate and the amount of any sanctions. Any Party may move for review of the Monitor’s decision on sanctions by the

District Court.

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

Dated:

Christopher Wells, Chief Executive Officer
Independent Living Center of Southern
California

Dated:

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

Dated:

Lillibeth Navarro, Executive Director
Communities Actively Living Independent and
Free

Dated:

Matthew W. Szabo
City Administrative Officer
CITY OF LOS ANGELES

Authorized Signer for City of Los Angeles

Approved as to Form:

Dated:

Michael G. Allen
Jennifer I. Klar
RELMAN COLFAX PLLC
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Dara.Schur@disabilityrightsca.org

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ck@drllcenter.org

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2 *Fernando Valley*

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9 Email: david@doialaw.com

10 *Counsel for Fair Housing Council of the San*
11 *Fernando Valley*
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Exhibits

Revised Exhibit A: List of Existing Covered Housing Developments, Excluding Units in Exhibit B.

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

Revised Exhibit C-1: City of Los Angeles “Fair Housing Policies Related to Disability: Guidance and Requirements for Owners and Property Managers,” June, 2021

Revised Exhibit C-2: “Rental Occupancy Policies Related to Disability: Tenant Handbook, June, 2021

Exhibit D: Proposed Form of Second Amended Judgment pursuant to Amended Corrected Settlement Agreement.

Exhibit E: 2022 Monitoring, Compliance and Enforcement (MCE) Plan with its accompanying exhibits (Exhibits (A) Glossary, (B) 2022 MCE Plan Goals, (C) 2022 AcHP Training Program, (D) 2022 Database Timeline (1/13/22); (E) Self-Evaluation And Transition Plan (SE/TP) Goals for 2022-2023” (Finalized ____ 2022.

Exhibit F: City’s Adopted Effective Communication Plan

Exhibit G: Enhanced Accessibility Program