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VOLUNTARY COMPLIANCE AGREEMENT

UNDER

Title VI of the 1964 Civil Rights Act

Among

**The United States
Department of Housing and Urban Development**

and

**Yolo County Housing Authority
1225 Lemen Avenue
Woodland, CA. 95776**

Respondent

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

HUD Case No: 09-04-0046-6 (Title VI)

HUD Date Filed: September 30, 2004

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I. GENERAL PROVISIONS

1. On September 30, 2004, ----- (hereinafter "the Complainant") filed a complaint under Title VI of the 1964 Civil Rights Act as amended (42 U.S.C. 3600 et seq.), against the Yolo County Housing Authority, (hereinafter "the Respondent"), having been named in and served with a copy of said complaint, and the Secretary of the United States Department of Housing and Urban Development (hereinafter "the Department"), having undertaken an accelerated investigation of said complaint, herein agree that the complaint be resolved under the following terms and conditions.
2. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The parties have read and fully understand the significance of the terms set forth herein.
3. It is understood that the Respondent denies any violation of law, and that this Agreement does not constitute an admission by the Respondent or evidence of a determination by the Department of any violation of the Title VI of the Civil Rights Act of 1964. The Department reserves the right to conduct a review of the Respondent's compliance with its obligations under Title VI of the Civil Rights Act of 1964 that are not raised in the complaint.
4. The Respondent agrees that, in the interest of speedily concluding this matter, this Agreement may be executed by the parties' signatures on separate pages. The separate signed pages will be attached to the body of the Agreement to constitute one document. To avoid delay, the parties agree that signature pages received via facsimile will be considered official provided that the original copy of the signature page is forwarded to the Department immediately upon signing of the Agreement or within 10 days from the date of the Agreement. Both the original and faxed signature pages will be retained in the official case file.
5. This Agreement will become effective on the date it is signed by the Regional Director, Fair Housing Enforcement Center, Pacific/Hawaii Field Office. The Director, acting on behalf of the Secretary, retains authority to approve or disapprove this Agreement.
6. The term of this Agreement shall be three (3) years from its effective date.
7. This Agreement is binding upon the U.S. Department of Housing and Urban Development; the Respondent, its employees, heirs, successors and assigns.
8. It is understood that the signature of David Serena is made with the authority of

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and on behalf of Yolo County Housing Authority.

9. Pursuant to Section 8 10(b)(4) of the Act, this Agreement shall become a public document. However, the Department will hold confidential all information of a personal or financial nature concerning parties to this Agreement that is not contained in the body of the Agreement.
10. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories to the Agreement are notified in advance of the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Director, Fair Housing Enforcement Center, Pacific/Hawaii Field Office. Any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

II. NON-RETALIATION

11. Respondent agrees not to retaliate against or interfere with Complainant, or any other persons, on account of their having filed, or aided in the filing of, the complaint which led to this Agreement or in the exercise of any right under the Act or on account of their having aided or encouraged any other person in the exercise or enjoyment of their rights under the Act.

III. ACTIONS IN THE PUBLIC INTEREST

12. Title VI of the Civil Rights Act of 1964 and Executive Order 13166 require all recipients of federal financial assistance to fund recipients take responsible steps to ensure meaningful access to benefits and services to Limited English Proficient (LEP) persons.
13. Pursuant to the above referenced Executive Order, the Respondent agrees to conduct a four-factor analysis to determine: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the program. (2) The frequency with which LEP persons come into contact with the program. (3) The nature and importance of the program to people's lives and (4) the resources available to execute the program within 45 days of the date of the agreement.
14. The Respondent further agrees to draft a written Limited English Proficiency (LEP) Plan within 45 days of the date of the agreement designed to ensure meaningful access to their programs and activities by LEP persons. The plan will include the provisions outlined below:

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- A. Training to ensure staff members know their obligations to provide meaningful access to information and services for LEP persons
 - B. Identification of LEP individuals who need language assistance
 - C. Information on ways in which language services will be provided
 - D. Procedures for providing notice to LEP persons that services are available free of charge
 - E. A monitoring process to periodically assess the effectiveness of the program.
12. The plan will include a summary detailing the available options and protocol for providing timely oral and written language services to include:

Oral Language Services

- A. Hiring of bilingual staff
- B. Hiring or contracting interpreters
- C. Using telephone interpreter services
- D. Using community volunteers
- E. Use of family members or friends as interpreters

Written Language Services (Translation)

- A. What documents should be translated?
- B. What languages should documents be translated into?

12. A copy of the Respondent's LEP Plan and verification of training shall be forwarded to the attention of U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Attention: Conciliation Review 450 Golden Gate Avenue, San Francisco, CA 94102.
13. Respondent shall display and maintain a fair housing poster as described in Part 110.25 of Title 24 of the Code of Federal Regulations, at all locations where dwelling units are offered for sale or rental. Said posters shall be prominently displayed so as to be readily apparent to all persons seeking housing accommodations.
18. Respondent agrees that any and all advertisements or postings will contain the following phrase "Equal Housing Opportunity" conspicuously located within the text.
19. Title VI of the 1964 Civil Rights Act prohibits any program or activity receiving federal financial assistance from denying a person housing facilities, services, financial aid or other benefits solely on the basis of the person's race, color or

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national origin. Yolo County Housing Authority is a recipient of federal financial assistance and is obligated to comply with requirements of Title VI of the 1964

VI. COMPLIANCE

20. The Respondent agrees that the Department shall monitor compliance with the terms and conditions specified in this Agreement. As a part of such monitoring, the Department may require written reports concerning compliance, inspect the premises, examine witnesses, and examine and copy pertinent records of the Respondent at any reasonable time during the term of this Agreement.
21. The parties agree that should the Department have reasonable cause to believe the Respondent has breached this agreement, the Department shall refer the matter to the Attorney General for enforcement of the terms of the Agreement pursuant to 42 USC 3610(c)

VII. REPORTS AND RECORD KEEPING

22. This Agreement contains specific actions that are required of the Complainant and Respondent. These actions must be completed within the specified time frames and the Department must verify satisfactory completion. It is understood that this Agreement may serve as the parties' sole notice of the required contents and deadlines. Failure to provide documentation of compliance with the terms of this Agreement constitutes a breach of the Agreement, and may result in referral of the matter to the Attorney General for enforcement proceedings without further notice.
 23. As directed by this Agreement, all required certifications and documentation of Compliance must be submitted to:

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: CONCILIATION REVIEW
Philip Burton Federal Building
600 Harrison Street
San Francisco, CA 94107
 24. This Agreement does not in any way limit or restrict the Department's authority to investigate any subsequent complaints involving Respondent made pursuant to the Act or any other authority within the Department's jurisdiction.
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SIGNATURE PAGE

These signatures attest to the approval and acceptance of this Agreement.

Complainant Date

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SIGNATURE PAGE

This signature attest to the approval and acceptance of this Agreement.

Yolo County Housing Authority
By: David Serena
Its: Executive Director
Respondent

Date

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SIGNATURE PAGE

RECOMMEND APPROVAL OF THIS AGREEMENT:

Willard McClure Date
Investigator
Enforcement Branch
Office of Fair Housing and Equal Opportunity

Jesse Webster Date
Branch Chief
Enforcement Branch
Office of Fair Housing and Equal Opportunity

Anné Quesada Date
Director
Program Center
Office of Fair Housing and Equal Opportunity

Charles E. Hauptman Date
Regional Director
Office of Fair Housing and Equal Opportunity

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