

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

VOLUNTARY COMPLIANCE AGREEMENT

Between

**United States Department of Housing and Urban Development
("Department" or "HUD")**

And

**Housing Authority of the City of Annapolis
("Recipient" or "HACA")**

03-19-R001-4 and 03-19-R001-6

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I. INTRODUCTION

The Housing Authority of the City of Annapolis (“HACA”) is an independent agency, chartered by the State of Maryland and funded by the U.S. Department of Housing and Urban Development (“Department”), under the direction of a board of commissioners appointed by the Mayor of Annapolis. The board of commissioners consists of seven members. An executive director, appointed by the board of commissioners, manages the daily operations of the HACA. The HACA operates a housing program consisting of public housing, project-based vouchers (PBV), and tenant-based housing choice vouchers (TBV). HACA receives various sources of federal financial assistance to operate its programs and activities and to maintain and make capital improvements to its developments. The Department funds HACA’s programs and developments, which includes the provision of funds through an operating subsidy and the capital fund program. HACA and the Department are also parties to an Annual Contributions Contract under which the Department provides HACA assistance for its Public Housing and Housing Choice Voucher Programs.

HACA is subject to federal civil rights laws and regulations, including, but not limited to: Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulations at 24 C.F.R. Part 8 (Section 504); Title VI of the Civil Rights Act of 1964, 43 U.S.C. § 2000d, and its implementing regulations 24 C.F.R. Part 1 (Title VI), and the Fair Housing Act of 1968, 42 U.S.C. §§ 3601-3620, and its implementing regulations at 24 C.F.R. Parts 100, 103, 108, 110, and 121 (Fair Housing Act). Compliance with Section 504, Title VI, and the Fair Housing Act, along with other civil rights related authorities, is a condition of HACA’s receipt of federal financial assistance from the Department and of the programs it administers.

On May 16, 2019, a complaint was filed against HACA by past and present tenants alleging, in relevant part violations of the Fair Housing Act, Section 504, and Americans with Disabilities Act (ADA). A Consent Decree resolving the claim was filed with the U.S. District Court for the District of Maryland on May 26, 2021 (Consent Decree).

On June 1, 2019, the Department initiated a review of certain aspects of HACA’s compliance with Section 504 and Title VI in connection with its operation and management of its programs and services and development and operation of housing. On January 14-15, 2020, the Department conducted an on-site visit to interview HACA staff and review programmatic and tenant files.

The Department did not issue any findings of compliance or non-compliance related to its Compliance Review. The Department and HACA have agreed to enter into a Voluntary Compliance Agreement (VCA) to implement the civil rights requirements and specific provisions set forth in this VCA.

It is understood that the HACA denies any violation of the law and that this VCA does not constitute an admission by HACA, nor evidence of a determination by the Department, of any violation of the Fair Housing Act, Section 504, or the ADA.

II. DEFINITIONS

This VCA incorporates by reference all definitions under Section 504, Title VI, and the Fair Housing Act, as well as 24 C.F.R. Parts 1, 8, and 100, as such definitions exist as the effective date of this VCA and as they may be amended. The following terms will have the meanings set out herein:

1. 504 Transition Plan means the Transition Plan described in 24 C.F.R. § 8.25(c) and refers to the requirement that HACA develop a plan to make the structural changes necessary to achieve program accessibility and address the needs described in the Physical Needs Assessment.
2. Accessibility Standards means the following:
 - a. For purposes of Section 504: for current public housing and PBV units, consistent with program accessibility requirements of 24 C.F.R. §§ 8.20 and 8.24 and, when altered or substantially altered, 24 CFR § 8.23; and for newly constructed public housing units and PBV units the new construction requirements of 24 C.F.R. Part 8, including 24 C.F.R. §§ 8.4(d), 8.22, 8.26, and 8.32. Substantial alterations and new construction must comply with either the applicable requirements of the Uniform Federal Accessibility Standards (UFAS) or the 2010 ADA Standards as modified by HUD pursuant to the Deeming Notice.
 - b. For purposes of the Fair Housing Act, compliance with the standards set forth in 24 C.F.R. § 100.205, including the ten (10) safe harbors listed in § 100.205(e)(1)-(2).
3. Accessible, when used with respect to design, construction, or Alteration of a dwelling unit or a Housing Development, means full compliance with the requirements of the Accessibility Standards for purposes of Section 504. “Accessible” additionally means that the Development can be approached, entered, and used by individuals with physical disabilities and, when used with respect to an individual dwelling unit, means that the unit is located on an Accessible Route and can be approached, entered, and used by individuals with physical disabilities.
4. Accessible Housing Development means a Housing Development that is Accessible, including Accessible public and common use areas as well as the number of Accessible Units that are required by Section 504 to be Accessible and may be necessary to be Accessible to meet program participant needs after the Section 504 Evaluation, Needs Assessment, and Transition Plan are completed.
5. Accessible Units refers collectively to Designated Mobility Accessible Units and Designated Sensory Accessible Units.
6. Alteration means any change in a facility or its permanent fixtures or equipment. It includes, but is not limited to, remodeling, renovation, rehabilitation, reconstruction, changes, or rearrangement in structural parts and extraordinary repairs. 24 C.F.R. § 8.3.
7. Auxiliary Aids and Services means aids, services, or devices that enable persons with vision, hearing, manual, or speech impairments to have an equal opportunity to participate in, or enjoy

the benefits of, programs, services, or activities, including housing and other programs, services, and activities subject to the requirements of Section 504. Auxiliary Aids and Services include, but are not limited to, the aids, services, and devices set out in the definition of auxiliary aids in 24 C.F.R. § 8.3.

8. Days means calendar days. If a reporting day or other deadline falls on a weekend or Federal holiday, the report or other required action will be due on the first business day after the weekend or holiday.
9. Deeming Notice means the Federal Register notice 79 FR 29,671 (May 23, 2014).
10. Designated Accessible Unit means a dwelling unit that complies with all applicable provisions of UFAS or the 2010 ADA Standards as modified by the Deeming Notice. Designated Accessible Units include accessible public housing and PBV units.
 - a. Designated Sensory Accessible Unit means a dwelling unit that complies with 24 C.F.R. § 8.22 and all applicable provisions of UFAS or the 2010 ADA Standards as modified by the Deeming Notice.
 - b. Designated Mobility Accessible Unit means a dwelling unit that is located on an Accessible Route and complies with the Accessibility Standards, including 24 C.F.R. § 8.22, all applicable provisions of UFAS or the 2010 ADA Standards as modified by the Deeming Notice. A Designated Mobility Accessible Unit can be approached, entered, and used by persons with mobility disabilities, including individuals who require wheelchairs.
11. Effective Communication means ensuring Effective Communication with individuals with disabilities in all programs and activities, including providing appropriate Auxiliary Aids and Services; and all notices, correspondence, and/or communications pursuant to this VCA in alternative formats, upon request or when known to be necessary to ensure effective communication. See Section 504, and applicable implementing regulations, including 24 C.F.R. Part 8.
12. Fair Housing Policies means the Nondiscrimination, Accessibility, Reasonable Accommodation, Effective Communication, and Transfer policies discussed in this VCA. Further, HACA's operational plans, premises, procedures, and regulatory measures must be consistent with all applicable federal civil rights laws, regulations, and guidance governing nondiscrimination in housing or in connection with the development and operation of housing as a recipient of federal funds. See 24 C.F.R. § 5.105(a).
13. Housing Development or Development means the whole of one or more facilities as defined in 24 C.F.R. § 8.3 that (1) received or will receive any federal financial assistance from or through HACA and/or (2) were, are, or will be designed, constructed, altered, operated, administered, or financed in connection with a program administered by HACA. Housing Developments include public housing, PBV units, and other units owned, operated, or administered by HACA but do not include tenant-based HCV units.

14. Person with a Disability means a person who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing, or learning; has a record of such impairment; or is regarded as having such an impairment. See 24 C.F.R. § 8.3.
15. Physical Needs Assessment means the needs assessment described in 24 C.F.R. § 8.25(c) and refers to the requirement that HACA assess how to meet the needs of current tenants and applicants on its waiting list for Accessible Units through development, Alterations, or other programs.
16. Reasonable Accommodation means a change, modification, exception, Alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility or dwelling unit that may be necessary to provide a Person With A Disability an equal opportunity to (1) use and enjoy a dwelling, including public and common use areas of a Development, (2) participate in, or benefit from, a program (housing or non-housing), service or activity; or (3) avoid discrimination against a Person With A Disability. Such an accommodation must have a nexus with the disability it is intended to address and must be granted unless it would (i) pose an undue financial or administrative burden, or (ii) fundamentally alter the essential nature of the program, service, or activity. For purposes of this VCA, a Reasonable Accommodation includes any physical or structural change to a dwelling unit or a public or common use area that would be considered a reasonable modification for purposes of the Fair Housing Act.
17. Uniform Federal Accessibility Standards or UFAS means a set of scoping requirements and standards for the design and construction of buildings and facilities to ensure that they are readily Accessible to and usable by Persons with Disabilities. See 24 C.F.R. Part 40 for residential structures, and Appendix A to 41 C.F.R. subpart 101-19.6 for general-type buildings. Pursuant to 24 C.F.R. § 8.32(a), effective July 11, 1988, the design, construction, or Alteration of buildings in conformance with §§ 3-8 of UFAS will be deemed by the Department to comply, *inter alia*, with the requirements of 24 C.F.R. § 8.22.
18. Unit with Accessibility Features means a dwelling unit that has some accessibility features or that complies with the Fair Housing Act accessibility requirements but does not fully comply with UFAS or the 2010 ADA Standards as modified by the Deeming Notice.

III. GENERAL PROVISIONS

1. Non-Discrimination. HACA agrees to comply with all nondiscrimination and equal opportunity requirements applicable to HUD programs, see 24 C.F.R. § 5.105(a).
 - a. HACA agrees to comply with all provisions of Section 504 and its implementing regulations at 24 C.F.R. Part 8, including but not limited to the requirements regarding development of a minimum of 5% Designated Mobility Accessible Units and 2% Designated Sensory Accessible Units. Section 504 regulations provide that no otherwise qualified individual with disabilities in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be

subjected to discrimination under any program or activity receiving Federal financial assistance.

- b. HACA agrees to comply with all provisions of Title VI and its implementing regulations at 24 C.F.R. Part 1. Title VI regulations provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - c. HACA agrees that it is unlawful to intimidate, threaten, coerce, or retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under Section 504 or the Fair Housing Act. See 24 C.F.R. § 8.56(k); 24 C.F.R. § 1.7(e).
2. Effective Date. The Effective Date of this VCA is the date of the last signature in Section IX.
 3. Term. This VCA is binding on all of the officers, trustees, directors, agents, commissioners, employees, and successors or assigns of HACA and on the Department in their official capacities only. This VCA will remain in effect for two (2) years or until the Parties agree that HACA has performed all actions required by the VCA, whichever is later.
 4. Fair Housing and Civil Rights Obligations are Not Reduced. This VCA does not limit or reduce HACA's obligation to comply with all requirements of the Architectural Barriers Act, UFAS, Section 504, the Americans with Disabilities Act, the Fair Housing Act, Title VI, and/or any other civil rights related authority not addressed in this VCA.
 5. Disclosure of VCA. Upon execution, this VCA is a public document. HACA will provide a copy of the VCA to any person upon request. HACA will provide notification to all current and prospective tenants of this VCA, by posting this VCA, including all policies, on HACA's website in an accessible format within sixty (60) days of the Effective Date. HACA will also provide notice of the VCA, including a link to the VCA on the website, and training regarding the VCA's obligations and requirements to all employees that deal directly with leasing, transfer requests, and reasonable accommodation requests or who otherwise interact with HACA's program participants, commissioners, and third-party management companies for HACA's public housing developments within sixty (60) days of the Effective Date.
 6. Notice and Consultation. HACA will conduct all notice and consultation requirements of this VCA in a manner that ensures Effective Communication with Persons with Disabilities and meaningful access for persons with limited English proficiency (LEP), consistent with Title VI and HUD's LEP Guidance, 72 FR 2732 (2007). In addition to the notice and consultation requirements of this VCA, HACA will comply with the notice and consultation requirements of HUD's Public Housing Agency Plan (PHA Plan) regulation at 24 C.F.R. Part 903.
 7. Liability and Rights. This VCA does not increase or diminish the ability of any person or class of persons to exercise their rights under civil rights laws enforced by HUD and does not preclude any individual from seeking relief not contained in this VCA. This VCA does not

create any private right of action for any person or class of persons not a party to this VCA. This VCA does not affect the ability of HUD or HACA to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA. Nothing in this VCA shall constitute or be construed to constitute an admission by HACA of liability, or an admission of a violation of or non-compliance with any law, regulation or policy.

8. HUD's Enforcement Authority. This VCA does not limit HUD's authority to enforce Section 504, the ADA, the Fair Housing Act, or any other legal authority, except as expressly stated herein. Specifically, this VCA does not limit HUD's authority to investigate complaints, conduct compliance reviews, or take any enforcement action it deems appropriate. Notwithstanding the foregoing, HUD confirms that compliance with this VCA resolves the Compliance Review under HUD Case Numbers 03-19-R001-4 and 03-19-R001-6.
9. Prior Conflicting Guidance. To the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding HACA's specific obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, UFAS, and/or the Fair Housing Act conflicts with this VCA, this VCA is the controlling document from the effective date.
10. Future Conflicting Guidance. If applicable laws, regulations, or guidance are changed or clarified in a manner that would affect the provisions of this VCA, then the Parties shall confer in good faith to determine any appropriate modifications of this VCA, if necessary.

IV. SPECIFIC PROVISIONS

1. HUD and HACA acknowledge and agree that HACA is currently undergoing the process to update its existing Admissions and Continued Occupancy Policy (ACOP) and Section 8 Administrative Plan (Administrative Plan) to incorporate the changes described in paragraph 2 below. HACA expects that the updated ACOP and Administrative Plan will be complete no later than January 31, 2022. The updated ACOP and Administrative Plan will require a Significant Amendment to HACA's PHA Plan (Significant Amendment), which requires a 45-day public notice and comment period before the HACA board can consider the updated policies. HACA will submit the Significant Amendment to the PHA Plan to incorporate the updates to its ACOP and Administrative Plan to HUD, including copying the FHPIH03@hud.gov email when submitting, for approval by no later than ninety (90) days following the start of the notice and comment period for the Significant Amendment. HACA will keep FHEO apprised of any delays with the Significant Amendment and changes to these policies through written notice to the FHPIH03@hud.gov email address.
2. The ACOP, Administrative Plan, and dwelling lease exhibits, as applicable, will be updated to reflect the following:
 - a. Transfers
 - i. Medical transfers will be described as High Priority (#2) transfers.
 - ii. Transfers will take precedence over new admissions.
 - iii. HACA will pay reasonable moving-related expenses for tenants with disabilities who are granted a transfer as a reasonable accommodation; and reasonable moving-related

expenses for tenants without disabilities who occupy an Accessible Unit or a unit with accessible features and are required to relocate pursuant to a Lease Exhibit (see 2.a.iv.). The reasonable moving-related expenses shall not exceed the amounts that would be paid if the Uniform Relocation Act were applicable to such move.

- iv. For Developments directly owned by HACA, the HACA will add a lease exhibit (the “Lease Exhibit”) providing that Tenants without a disability who occupy an Accessible Unit or a Unit with Accessible Features must sign a Lease Exhibit stating that they will relocate to a vacant, non-accessible unit of comparable size within the same housing program in a Development directly owned by HACA within thirty (30) days of notice by HACA or the minimum amount of notice required by state law, whichever is greater, if there is an eligible applicant or tenant with a disability who requires the accessibility features of the unit.
- v. For Developments not directly owned by HACA but that receive a federal subsidy through the HACA, the HACA will make commercially reasonable efforts for the third-party developer(s) to adopt the Lease Exhibit in 2.a.iv. at such Developments or units.
- vi. For new Developments that have a financial closing after the date of this VCA, the HACA will build the Lease Exhibit in 2.a.iv. into deal documents with the third-party developer(s) for Developments or units receiving a federal subsidy owned by the third-party developer.

b. Wait List Preferences

- i. A local preference for priority admissions to persons with disabilities will be added.

c. Pet Policy and pet addendum to dwelling lease (currently Exhibit E)

- i. A statement that assistance animals are not pets and are excluded from the policy, including pet deposits, will be added.

3. Within ninety (90) days of the Effective Date of this Agreement, the HACA shall review its Fair Housing Policies, ACOP, Administrative Plan, and public housing lease and make modifications of such documents to cross-reference, as relevant, other related policies or update language that contain requirements related to the following civil rights laws and guidance:

- a. The Fair Housing Act;
- b. Title VI of the Civil Rights Act;
- c. Section 504 of the Rehabilitation Act;
- d. The Americans with Disabilities Act;
- e. The DOJ/HUD Joint Statement on Reasonable Accommodations;
- f. The DOJ/HUD Joint Statement on Reasonable Modifications; and
- g. HUD Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions.

Such modifications shall include, but are not limited to, the following policy updates:

- HACA's pet policy, ACOP and Administrative Plan shall include references to HACA's new Reasonable Accommodation Policy adopted under the Consent Decree.
 - HACA's Nondiscrimination Policy shall be updated to include all protected classes under the Fair Housing Act (race, color, religion, sex, national origin, familial status, and disability) and state law and to specify that a person can file a complaint with the Department within one year of the alleged discriminatory act.
4. Within one hundred and eighty (180) days of the Effective Date of this Agreement, the HACA shall develop and administer a survey to ask landlords that participate in the HCV program to identify accessible units or units with accessible features, including asking the landlord to identify what accessible features are available in the unit. The HACA will also incorporate procedures into its policies for HCV Program inspectors to identify units with accessible features.
 5. Within one-hundred and eighty (180) days of administering the survey from paragraph 4, the HACA will use the information gathered from paragraph 4 of this section to create a database of units identified as accessible or as having accessible features by landlords or HCV Program inspectors. The database will record what was identified as accessible in the unit. This listing will be provided to participants at orientation and in their welcome packet to assist with their housing search to utilize their voucher.
 6. Within one hundred eighty (180) days of the Effective Date of this Agreement, the HACA shall conduct the Four-Factor Analysis pursuant to HUD's Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (January 22, 2007) (HUD's LEP Guidance). The HACA will provide the Four-Factor Analysis to the Department.
 7. If a demonstrated need is shown by the Four-Factor Analysis, the HACA shall develop a Language Access Plan for any language deemed necessary within one hundred eighty (180) days of the completion of the Department's review of the Four-Factor Analysis.
 8. Within one-hundred and eighty (180) days of the Effective Date of this Agreement, the HACA shall update its Section 504 Self-Evaluation, Needs Assessment, and Transition Plan to achieve program accessibility for persons with disabilities. The plan shall be developed with the assistance of interested persons, including individuals with disabilities and/or organizations representing individuals with disabilities. HACA shall submit the documents to FHEO for review.
 9. Following the completion of the Self-Evaluation, HACA shall maintain on file and on its website, making available for public inspection, upon request: (a) a list of interested persons consulted; (b) a description of areas examined and any barriers identified; and (c) a description of any modifications made and of any remedial steps taken.
 10. HACA shall use the results of the Evaluation, Assessment, and Plan in the development of Hard Units as outlined in the Consent Decree, including meeting the Section 504 requirements

and the needs of applicants and participants in the HACA's programs. The parties recognize that the term of this VCA will likely terminate prior to development of all the Hard Units required by the Consent Decree, and this provision will not be grounds for HUD refusing to terminate or requiring extension of the term of the VCA. However, the HACA will continue to use the Evaluation, Assessment, and Plan to meet the needs of its program participants in future developments.

11. In accordance with the database created for reasonable accommodations under the Consent Decree, HACA shall send HUD a database summary sheet with the report required under VI.2. The summary sheet shall include the date of the reasonable accommodation request, nature of the request, nature of any response(s) made by HACA staff to the request, and the disposition of the request. If a request was denied, the summary sheet shall also include the reason for the denial. If a request was approved, the summary sheet shall include the implementation date (i.e., for the installation of grab bars, the date they are installed). No database summary sheet is required to be submitted with the report required under VI.2. until (a) the database is created and (b) reports can be generated from the database. A minimum of two reports must be submitted for compliance with the VCA.

V. RECORDKEEPING REQUIREMENTS

During the term of this VCA, HACA will maintain all records relating to its compliance with Section 504, Title VI, and the terms of this VCA, including any third-party management companies for HACA's public housing developments. Such records include, but are not limited to, HACA tenant files, applications for tenancy, disability status, rental agreements or leases, notices and letters to tenants and applicants, requests for Reasonable Accommodations; and records relating to physical accessibility of HACA's public housing developments and developments assisted with project-based vouchers administered by HACA, including all substantial rehabilitation at public housing developments. At the conclusion of the term of the VCA, HACA will retain records for an additional three (3) years after the term of this VCA is ended.

VI. REPORTING AND COMPLIANCE REQUIREMENTS

1. Submission of Materials. All reporting material must be submitted via email to: Patricia McGarvey Knebels, Acting Regional Director, Philadelphia Regional Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, The Strawbridge Building, 801 Market Street, 12th Floor, Philadelphia, PA 19107; FHPIH03@hud.gov.
2. Reporting. HACA will provide reports to HUD on each provision of this VCA every six (6) months from the effective date, as set forth in Paragraph VI.1., on the last business day of the corresponding month. Each report will provide quantitative and qualitative information on the actions HACA has taken to implement this VCA. The reports will also include: a detailed description of the compliance efforts made since the last report with respect to each of the substantive terms of this VCA and detailed information on any noncompliance with this VCA,

including steps HACA plans to take to resolve such noncompliance. All documents and plans referenced in the report will be provided as attachments to the report.

VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

1. Monitoring. HUD will monitor HACA's implementation of this VCA. At its discretion, HUD may convene meetings with HACA's Executive Director or other appropriate personnel with reasonable prior notice to the Executive Director at a time mutually agreeable to the Executive Director and HUD, to discuss progress in implementing the VCA, propose modifications, or conduct other business with respect to this VCA.
2. Enforcement. If HACA fails to materially comply in a timely fashion with any requirement of this VCA without obtaining advance written agreement from HUD, after providing written notice as outlined in VIII.1., HUD may enforce the terms of this VCA by any of the methods set forth in Section VIII.
3. Failure to Enforce. Failure by HUD to enforce this entire VCA or any provision in the VCA with regard to any deadline or any other provision herein will not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this VCA. Furthermore, failure by HUD to enforce this entire VCA or any provision thereof will not be construed as a waiver of any obligation of HACA under this VCA or under any statute or regulation.
4. Modifications to VCA. This VCA may only be modified by a written agreement signed by both Parties. HACA may seek modification of the VCA based on a material change in circumstances or other good cause.
5. Changes in Laws. If applicable laws, regulations, or guidance are changed or clarified in a manner that would affect the provisions of this VCA, then the Parties will confer in good faith to determine appropriate modifications to this VCA.
6. Entire Agreement. This VCA is the entire agreement between the Parties on the matters raised herein. No other statement, promise, or agreement, either oral or written, made by either Party will be enforceable. Execution of this VCA may be accomplished by separate execution of signatures to this VCA. The original executed signature pages to be attached to the VCA constitute one document.
7. Notices. Any notices to HACA to be sent under this VCA shall be sent to the HACA Executive Director's attention by email with a courtesy copy sent via email to HACA's legal counsel. Within thirty (30) days of the Effective Date of this Agreement, HACA will provide all email addresses for HACA's Executive Director and legal counsel for HUD to send notices to.

VIII. EFFECT OF NONCOMPLIANCE WITH THIS AGREEMENT

1. Breach of VCA. If HUD determines that HACA has not complied with this VCA, HUD will provide HACA's Executive Director written notice. HACA will have no less than twenty (20) calendar days to respond to the alleged violation with a proposed cure and a proposed

timeframe for completing the proposed cure. If HUD approves the proposed cure and timeframe (which timeframe shall not be less than thirty (30) days unless requested by HACA), HACA will commence implementation of the cure within twenty (20) days of the approval.

2. Disputes. The Parties intend to resolve any dispute with respect to noncompliance with this VCA in a timely and efficient manner. If HACA does not cure or respond timely in accordance with Section VIII.1. to any alleged violation of the VCA following a notice of violation from HUD, HUD will pursue appropriate enforcement mechanisms by any contractual, statutory, or regulatory remedies available to it. See 24 C.F.R. § 8.57. These actions may, but do not necessarily, include:
 - a. Issuing a Letter of Findings;
 - b. Suspension, termination of, or refusal to grant or continue, Federal financial assistance;
 - c. Referral to the U.S. Department of Justice for appropriate action; and
 - d. The initiation of debarment proceedings;

These actions are not mutually exclusive, and HUD may pursue any or all of these remedies or any other remedies permitted by law.

IX. SIGNATURES

For the Housing Authority of the City of Annapolis:

Melissa Maddox-Evans 12/1/2021
Signature Date

Print Name: Melissa Maddox-Evans

Print Title (if applicable): Executive Director/CEO

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

Patricia McGarvey Knebels _____
Patricia McGarvey Knebels Date
Acting Director, Philadelphia Regional Office
Office of Fair Housing and Equal Opportunity