

**UNITED STATES OF AMERICA**

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY**

**VOLUNTARY COMPLIANCE AGREEMENT**

**BETWEEN**

**THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**AND**

**CITY OF FORT LAUDERDALE, FLORIDA**

**REVIEW NUMBERS:**

**04-12-R002-4**

**04-12-R002-D**

**04-12-R002-6**

**04-12-R002-9**

**04-12-R002-F**

## I. INTRODUCTION

The City of Fort Lauderdale, Florida (City or Recipient) is a Community Development Block Grant (CDBG) entitlement community. It is a recipient of financial assistance from the U.S. Department of Housing and Urban Development (HUD or Department), including Community Development Block Grant (CDBG) funds, CDBG-R funds, Neighborhood Stabilization Program (NSP-1) funds, HOME, HOPWA, ESG, and Homeless Prevention Neighborhood Stabilization Program (NSP-3) funds from the Department. For the period from 2009 to 2011, the City has received the following CDBG funds:

### CDBG:

2009 - \$2,069,772

2010 - \$2,234,469

2011 - \$1,865,103

### CDBG R:

2009 - \$557,744

### NSP -1:

2009 - \$3,700,096

### NSP - 3:

2011 - \$2,145,921

### HOME

2009 - \$1,097,867

2010 - \$1,090,286

2011 - \$969,802

### ESG

2009 - \$91,431

2010 - \$90,928

2011 - \$90,528

### HOMELESS PREVENTION

2009 - \$852,872

### HOPWA

2009 - \$7,545,922

2010 - \$8,646,967

2011 - \$9,305,740

As such, the City is subject to the following federal laws:

1. Title VI of the Civil Rights Act of 1964, as amended (Title VI);
2. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504);
3. Subtitle A of Title II of the Americans with Disabilities Act of 1990 (ADA);
4. Section 109 of the Housing and Community Development Act of 1974, as amended (Section 109); and

5. Section 3 of the Housing and Urban Development Act of 1968, as amended (Section 3).

Additionally, the City is subject to the Affirmatively Furthering Fair Housing (AFFH) requirements at Section 808(e)(5) of the Fair Housing Act.

HUD programs require its grantees to sign a certification that the recipient shall comply with nondiscrimination and Section 3 statutes and regulatory requirements. While Section 3 was identified as one of the regulatory requirements to be reviewed in the initial notification letter to the City, this legal authority was not covered during the compliance review.

During the week of June 11-15, 2012, FHEO staff conducted a review to determine the City's compliance with the aforementioned laws. The review was conducted to ensure that the CDBG programs administered by the City provide equal opportunity for all persons, and that no person is excluded from participation in, denied the benefit of, or otherwise subjected to discrimination in any program or activity.

On September 30, 2013, the Department issued the Letter of Findings and concluded that the City was in non-compliance with Title VI, Section 504, ADA, Section 109, and Affirmatively Furthering Fair Housing, in the implementation of all of the CDBG programs in which it participated.

In order to comply with its responsibilities under Title VI, Section 504, ADA, Section 109, and the Fair Housing Act, and their respective implementing regulations, and in order to address the deficiencies identified by the Department in its Letter of Finding, the City of Fort Lauderdale, Florida agrees to enter into this Voluntary Compliance Agreement (VCA or Agreement).

## **II. DEFINITIONS**

### **General definitions:**

Accessible (physical accessibility) - When used with respect to the design, construction, or alteration of housing and non-housing programs, "accessible" means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS) and, where applicable, the Americans with Disabilities Act Standards.

Accessible Design (ADA Standards), meets the minimum standards for compliance and is accessible. *See* 24 C.F.R. §§ 8.3; 8.32; Appendix A to 24 C.F.R. § 40; and Appendix A to 28 C.F.R. § 36. In addition, covered multifamily dwellings built for first occupancy after March 13, 1991, shall also be designed and constructed to comply with the Fair Housing Act. *See* 24 C.F.R. § 100.205. *See* also Appendix D for the UFAS and ADA standards.

Accessible (programmatic accessibility) - When used more generally in the context of programmatic accessibility, "accessible" means making City programs and activities equally available to persons with and without disabilities. Examples of ways of achieving programmatic accessibility include making reasonable accommodations in the rules and policies governing a particular program, making physical modifications (described in the preceding paragraph), providing applications and forms in

an alternative format, such as Braille, promptly processing requests for reasonable accommodations for a program or activity, and allowing assistive animals to accompany persons with disabilities. *See* 24 C.F.R. 8.4.

Accessible Route - A continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32; 28 C.F.R. § 35.151; and UFAS § 4.3. (*See* definition of Dwelling Unit and Non-Housing Programs.)

Adaptable - The ability of certain elements of a dwelling unit such as kitchen counter sinks and grab bars, which have been or may be altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability. *See* 24 C.F.R. § 8.3.

Agreement - The Voluntary Compliance Agreement.

Alterations - Any change in a facility or its permanent fixtures or equipment, including remodeling, renovation, rehabilitation, reconstruction, changes or rearrangement in structural parts and extraordinary repairs. *See* 24 C.F.R. § 8.3.

Assistance Animals - An animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a pet. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability.

Auxiliary Aides - Services that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the length and complexity of the communication involved. *See* 24 C.F.R. § 8.3.

Effective Date - The effective date of this Agreement is the date of the last signature in Section IX.

City - The City of Fort Lauderdale, Florida.

HCDD - The Housing & Community Development Division is the lead Agency for administering the City's Community Development Block Grant (CDBG) program.

Person with a Disability - For purposes of this Agreement, a person with a disability is any 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.

Reasonable Accommodation - A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, facility or unit that provides a person with a disability the opportunity to participate or benefit from a program (housing or non-housing) service or activity.

Structural Impracticability - Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of fifty percent (50%) or more of the value of the element of the building or facility involved. *See* UFAS § 3.5.

UFAS - The standards for the design, construction or alterations of buildings to ensure that they are readily accessible and usable by individuals with disabilities. *See* 24 C.F.R. § 40. Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards (UFAS) shall be deemed to comply with the requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25.

VCA - The Voluntary Compliance Agreement between the U. S. Department of Housing and Urban Development and the City of Fort Lauderdale, Florida, which becomes effective on the date of the last signatory to the Agreement.

### **III. GENERAL PROVISIONS**

- A. Pursuant to HUD regulations at 24 CFR Part 1, 24 CFR Part 8, and the Civil Rights Restoration Act, 42 U.S.C. § 2000d - 4a, this Voluntary Compliance Agreement (VCA or Agreement) applies to all federally funded CDBG projects, related facilities, programs and activities that the City, owns, controls, funds, operates, or sponsors.
- B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assignees of the City and HUD. This Agreement shall remain in effect until the City has satisfactorily completed the provisions set forth in this Agreement; or, for a minimum of three years after the effective date of this Agreement, whichever is later.
- C. The Department will monitor the City's implementation of this Agreement.
- D. This Agreement will serve as the City's Transition Plan with respect to and in compliance with the provisions of programs for persons with disabilities. *See* 24 C.F.R. §§ 8.21(c)(4), 8.24(d) and 8.25(c).
- E. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, Section 3, the ADA, Title VI, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- F. This Agreement does not affect the ability of HUD or the City to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- G. Upon the effective date of this Agreement, this VCA is a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the law. The City shall provide a copy of this Agreement to any person upon request.
- H. The City shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with the City's Freedom of Information Act and Privacy Act procedures. Public disclosure shall not include personally identifiable information regarding applicants, participants, or recipients.
- I. To the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding the City's obligations, responsibilities, or technical requirements under Section 504, Section 3, the ADA, UFAS, Title VI, and/or the Fair

Housing Act conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.

- J. This Agreement does not supersede or in any manner change the rights, obligations, and responsibilities of the parties under any and all court orders or settlements of other controversies involving compliance with civil rights statutes.
- K. This Agreement does not affect any requirements for the City to comply with all requirements of Section 504, Section 3, the ADA, Title VI, and/or the Fair Housing Act not addressed in this Agreement.
- L. The City shall appoint appropriate personnel to oversee compliance with the provisions of this Agreement.
- M. The City will provide in alternate formats, upon request, all notices, correspondence and/or communications that this Agreement requires to be disseminated. *See* 24 C.F.R. § 8.6.

#### **IV. SPECIFIC PROVISIONS**

##### **A. VOLUNTARY COMPLIANCE AGREEMENT ADMINISTRATOR**

1. Within thirty (30) days of the effective date of this Agreement, the City will appoint an Acting Voluntary Compliance Agreement Administrator (VCA Administrator).
2. Within sixty (60) days of the effective date of this Agreement the City shall appoint a permanent VCA Administrator. The VCA Administrator will report directly to the City Manager. The VCA Administrator will be responsible for coordinating all compliance activities under this Agreement and shall serve for the duration of the VCA. The VCA Administrator and the Section 504/ADA Coordinator, referenced in Paragraph IV(B), may be the same person.
3. Upon selection of the VCA Administrator, the City shall provide written notice of the designation of the new VCA Administrator and provide the Department with a copy of the VCA Administrator's resume and/or curriculum vitae. The individual fulfilling these responsibilities must have prior relevant experience to demonstrate expertise in and knowledge of Section 504, Section 3, Title VI, the Fair Housing Act, the ADA, and their respective implementing regulations, including the relevant accessibility standards. The City will ensure that appropriate 504 training is provided to the VCA Administrator.
4. The VCA Administrator will be responsible for the following: (a) implementation of the provisions of this Agreement; (b) submission of all reports, plans and records as required by this Agreement; and (c) coordination of the activities of City personnel who will assist the VCA Administrator in implementing this Agreement. The City shall commit sufficient resources so that the VCA Administrator can successfully accomplish these objectives.
5. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, the City shall immediately designate an Acting VCA Administrator within thirty (30) days of the resignation or termination notice of the VCA Administrator. Upon designation, the City shall provide HUD with the name of the individual selected to serve as the acting VCA Administrator.

6. Within ninety (90) days of the termination or resignation of the VCA Administrator, the City shall select a new VCA Administrator. Upon designation, the City shall provide HUD with written notice of the new VCA Administrator. The newly appointed VCA Administrator must meet the requirements of Paragraph IV(A)(3) specified above.

## **B. SECTION 504/ADA COORDINATOR**

1. Within sixty (60) days of the date of execution of this Agreement, the City will identify its Section 504/ADA Coordinator. The individual fulfilling these responsibilities must have prior relevant experience to demonstrate expertise in and knowledge of Section 504, Section 3, the Fair Housing Act, the ADA, and their respective implementing regulations, including the relevant accessibility standards. In the event that the City's Section 504/ADA Coordinator resigns or is otherwise terminated prior to the expiration of this Agreement, the City shall designate an Acting Section 504/ADA Coordinator within thirty (30) days of the resignation or termination of the Section 504/ADA Coordinator. Upon designation, the City shall provide HUD with the name of the individual selected to serve as the Acting Section 504/ADA Coordinator.
2. Within ninety (90) days of the termination or resignation of the Section 504/ADA Coordinator, the City shall select a new qualified Section 504/ADA Coordinator. Upon selection, the City shall provide written notice of the designation of the new Section 504/ADA Coordinator and provide the Department with a copy of the Coordinator's resume and/or curriculum vitae. The individual fulfilling these responsibilities must have prior relevant experience to demonstrate expertise and knowledge of Section 504, Section 3, the Fair Housing Act, the ADA, and their respective implementing regulations, including the relevant accessibility standards.

## **C. SECTION 504/ADACOORDINATOR NOTICE TO EMPLOYEES**

1. Within sixty (60) days of the effective date of this Agreement, the City will provide HUD for its review and approval a draft letter for distribution to City staff which identifies the Section 504/ADA Coordinator. The letter shall explain the 504/ADA Coordinator's role, duties, and responsibilities, including the Coordinator's name, work address, position held, contact telephone / TDD numbers, and available work hours. HUD will complete its review, modify and/or approve the letter for dissemination within 30 days from receipt.
2. Following HUD's approval, within thirty (30) days thereafter, the City shall distribute the letter to all City employees. The letter will also advise persons of their right to request a reasonable accommodation and how to request an accommodation, and will include a copy of the City's reasonable accommodation policy and the form the City uses to make a reasonable accommodation requests.

## **D. TITLE VI SECTION 504/SECTION 109 PROGRAMMATIC REQUIREMENTS**

### **1. Recordkeeping / Oversight of Sub recipients**

The City acknowledges that it is required by Title VI (24 CFR § 1.6), Section 504 (24 CFR § 8.55), and Section 109 (24 CFR § 6.6) to provide to HUD timely, complete, and accurate racial and ethnic data reports in such form and containing such information as HUD determines is necessary to ascertain the extent to which minority groups are beneficiaries of federally assisted programs. Within 90 days of the date of execution of this Agreement, the City will provide a proposed plan for obtaining and maintaining racial and ethnic data to HUD. The plan will be developed based on a review of all applicable regulations, and will be coordinated with the City's sub recipients, who will be required by the City to obtain requested racial and ethnic data and to

provide that information to the City on a quarterly basis. City personnel as well as sub recipients will receive training on implementation of the plan, as part of the civil rights recordkeeping requirements training, mentioned below.

Within 90 days of the date of execution of this Agreement, the City will develop and implement a tool for data collection for applicants rejected as well as applicants accepted for funding by the City.

The City further acknowledges that it is responsible for ensuring that its sub recipients and sub grantees comply with Title VI, Section 504, and Section 109. Toward this end, the City, within 90 days of the date of execution of this Agreement, shall develop and implement a Standard Operating Procedure for monitoring its sub recipients' compliance with Title VI, Section 504, and Section 109. During this 90 day period, the City will organize sub recipient files so that information needed to verify compliance can be easily obtained. All files within a specific program will be organized in the same manner. All City monitoring files will contain quarterly reports from the sub recipients, maintained in chronological order. Monitoring and oversight activities of the City will be clearly documented in each file.

- A. Within 90 days of the date of execution of this Agreement, the City will develop and implement training sessions for its staff and sub recipients regarding the requirements of all applicable civil rights laws. The duration of the training will be at least eight (8) hours for City staff, and at least four (4) hours for sub recipients. Areas covered will include but not be limited to recordkeeping requirements, LEP, affirmative marketing, program accessibility to persons with disabilities, as well as the prohibitions against discrimination contained in each law. The City will also make clear to its sub recipients that it is available as a resource for technical assistance to ensure compliance with applicable civil rights laws. All current City HCDD employees and all other City employees involved in activities receiving Federal financial assistance through HUD will receive this civil rights training within 150 days of the date of execution of this Agreement. All sub recipients will receive the training within 180 days of the date of execution of this Agreement. The City will provide quarterly progress reports to HUD, until all City employees referenced in this paragraph and all sub recipients have been trained, beginning with the period covering the first three months following execution of the Agreement. The reports will be due 30 days following the end of quarter being reported on.

## 2. Citizen's Participation

The City agrees to ensure that residents are not excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, or national origin, under any program or activity receiving Federal financial assistance. It will do so by revising its Citizen Participation Plan (CFP) to ensure that all members of the community, including members of racial and ethnic minorities, persons with limited English proficiency (LEP), and people with disabilities are encouraged to participate in the consolidated planning and performance review process, as specified at 24 CFR § 91.105(a)(2)(ii). The City will ensure its published notices of Public Hearings and other scheduled events reach persons whose first language is not English, by utilizing a variety of media outlets targeted to non-English speaking persons. The City will ensure that all of its Public Hearing advertisements for Public Hearings related to HUD-funded activities placed on the date of execution of this Agreement or later: 1) identify the procedures for requesting reasonable accommodations; 2) specify that documents listed in the ad can be requested in alternate format; 3) state that auxiliary aids or services will be provided upon request



(with adequate notice); and 4) provide as contact numbers both a telephone number and a TTY or Florida Relay Service number.

### 3. Limited English Proficiency Program

- A. Within 90 days of the date of execution of this Agreement, the City will conduct a four-factor analysis, in which it will review the following four factors: 1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee; 2) the frequency in which LEP persons come in contact with the program; 3) the nature and importance of the program, activity, or service provided by the program to people's lives; and 4) the resources available to the grantee/recipient and costs. Based upon the results of the four-factor analysis the City will decide and implement what language assistance should be provided and implement a plan. The four-factor analysis will be performed as described in "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons."
- B. Within 120 days of the date of execution of this Agreement, the City will develop and submit to HUD for review a Language Access Plan (LAP), based on a four-factor analysis. The LAP provided to HUD will include:
- i. Procedures the grantee will use to identify LEP persons with whom they and their sub-grantees have contact, the size of LEP populations, and the languages of LEP populations;
  - ii. Points and kinds of contacts the grantee may have with LEP persons;
  - iii. Ways in which language assistance will be provided;
  - iv. Plan for outreaching to LEP communities;
  - v. Plan for training staff members on the LEP guidance and the LAP;
  - vi. List of vital documents to be translated, the languages into which they will be translated, and the timetable for translation;
  - vii. Plan for translating informational materials that detail the services and activities provided to beneficiaries;
  - viii. Plan for providing interpreters for large, medium, small, and one-on-one meetings;
  - ix. Plan for developing community resources, partnerships, and other relationships to help with the provision of language services; and
  - x. Provisions for monitoring and updating the LAP;
- C. Upon the date of execution of this Agreement and continuing thereafter, the City agrees to provide appropriate language assistance.
- D. Within 120 days of the date of execution of this Agreement, the City agrees to update the CPP to include the methodology for servicing LEP persons.
- E. In order to ensure that LEP persons have meaningful access to the City's CDBG program, the City will provide oral interpretation services as well as written translation of vital documents into Spanish and Creole, because the City's LEP population exceeds 1000 persons. The oral interpretation services will be provided beginning on the date of execution of this Agreement, and continuing thereafter. The City will translate vital documents into Spanish and Creole and will make them available, within 150 days of the date of execution of this Agreement.

- F. Beginning on the date of execution of this Agreement and continuing thereafter, the City will require its sub recipients to develop and implement a LAP, and will monitor its sub recipients to ensure compliance. The City will provide training and technical assistance to its sub recipients to ensure that they understand their obligation to provide equal access and opportunities for persons with limited English proficiency. This requirement will be added to all existing and future sub recipient agreements. Copies of amended existing and new sub recipient agreements will be provided to HUD on a quarterly basis during the period of this Agreement.

#### 4. Affirmative Marketing

- A. Within 90 days of the date of execution of this Agreement, the City will review all of its marketing plans (for affordable housing and all CDBG programs) and will revise them so that each marketing plan utilizes marketing strategies to reach groups being underserved by the existing plan. The City will ensure that: 1) its marketing plans include materials in Spanish and Creole; 2) its contacts with churches, synagogues, mosques, and other houses of worship are inclusive of the Hispanic and Haitian communities; and 3) additional contacts with these communities will be developed utilizing appropriate media, service organizations, and other community resources. Revised marketing plans will also include materials that provide information on how to request reasonable accommodations, and will list a TTY or Florida Relay Service number. Within 90 days of the date of execution of this Agreement, these revised marketing plans will be submitted to HUD for its review.
- B. Beginning on the date of execution of this Agreement and continuing thereafter, the City will oversee the affirmative marketing conducted on its behalf by its sub recipients and sub grantees, for its affordable housing program and all CDBG programs and activities, to ensure that similar marketing plans and strategies are being developed and implemented by these sub recipients and sub grantees. The City will require its sub recipients and sub grantees to submit their respective marketing plans to them not later than 90 days from the date of execution of this Agreement, and will review the plans to ensure that they are consistent with the overall marketing plans of the City.
- C. Within 90 days of the date of execution of this Agreement, the City will establish an organized recordkeeping system to track its AFFH activities, as well as those of its sub-recipients. The City agrees to utilize this recordkeeping system to ensure that the impediments to fair housing identified in its Analysis of Impediments are being appropriately addressed. On a quarterly basis, throughout the term of this Agreement, the City will provide HUD with summaries of AFFH activities taken by the City and its sub recipients each quarter.

### E. SECTION 504 Policies and Procedures

#### I. Self-Evaluation

- A. Within 90 days of the date of execution of this Agreement, the City will conduct a self-evaluation of its CDBG programs, including: 1) physical accessibility of all sites to persons with disabilities; and 2) policies and procedures for ensuring that its CDBG programs are accessible to persons with disabilities.

- B. Within 120 days of the date of execution of this Agreement, the City will modify all policies and practices that are in non-compliance with 24 CFR Part 8, take appropriate steps to remedy the discrimination revealed by the self-evaluation, and maintain the evaluation for public inspection for at least three years following its completion. The City will ensure that persons with physical disabilities are able to access all of its programs and activities, by providing all necessary assistance, until all programs and activities are made physically accessible to persons with disabilities, including completion of the modifications listed in Section F.

#### **F. SECTION 504 ACCESSIBILITY MODIFICATIONS**

1. The City will develop a transition plan to ensure that its programs and activities are accessible to persons with disabilities. This transition plan will be submitted to HUD within ninety (90) days of the date of execution of this Agreement. It will include reference to the physical modifications identified in this Agreement, below, as well as any other modifications to City facilities identified by the City that are required to ensure program accessibility, as required by 24 C.F.R. §§ 8.20 and 8.21. The required accessibility modifications identified by HUD are detailed below.
2. The City agrees to undertake the modifications listed below, and agrees that all modifications will be completed no later than three (3) years after the date of execution of this Agreement.
3. No later than sixty (60) days from the date of execution of this Agreement, the City will review the modifications listed below and will submit to HUD a plan for completion of the modifications (Modification Plan) that identifies when each item listed below is to be completed.
4. The City will commence the modifications no later than sixty (60) days following HUD's review and approval of the Modification Plan.
5. The City will provide quarterly reports to HUD regarding the status of the ongoing modifications, to be submitted thirty (30) days following the completion of each quarter, until all work is completed. Completed work will be reviewed by the City to ensure that it is fully compliant with the Uniform Federal Accessibility Standards (UFAS). The City will ensure that all persons involved in designing and constructing the modifications are familiar with Section 504, UFAS, and the ADA. The noted deficiencies and associated modifications to be completed by area are as follows:

##### **City Hall - 100 N. Andrews Avenue**

Note: The accessible route connecting the accessible parking spaces on the east side of the building with the entrance was not accessible. The route was surveyed from the parking spaces on the southeast corner of the lot, along the sidewalk adjacent to 2<sup>nd</sup> Avenue, south to the landing at the base of the ramp, up the ramp (which has three sloped sections separated by two landings), to the landing at the top of the ramp. Ramp sections are Section 1 (bottom section); Section 2 (middle section); and Section 3 (top section). Landings sections are Landing 1 (bottom of ramp); Landing 2 (between ramp Sections 1 and 2); Landing 3 (between Sections 2 and 3); and Landing 4 (top of ramp).

## Accessible Route Connecting Accessible Parking to Commission Meeting Room and City Hall

Finding: Accessible Route Connecting Accessible Parking Spaces in South End of Lot on East Side of Building to the Building - Cross Slope: The cross slope of the accessible route exceeds 2%; the cross slope of the sidewalk along 2<sup>nd</sup> Avenue is 3.1% to 3.3%. See UFAS § 4.3.7. Remedy: Reduce cross slope along all sections of the accessible route that connects the accessible parking in the south lot on the east end side of the building to no more than 2%. Finding: Ramp Connecting Accessible Parking to City Hall Entrance - Handrails: The accessible route has a running slope greater than 5% and is therefore considered a ramp; the slope in Section 1 of the ramp is 6.0% and the ramp has a horizontal projection greater than 72" and does not have handrails on both sides of the ramp segment. See UFAS §§ 4.3.7; 4.8.1; 4.8.5.

Remedy: Install handrails on both sides of all sections of the accessible route that have slopes greater than 5%. Finding: Ramp Connecting Accessible Parking to City Hall Entrance - Handrails: The accessible route has a running slope greater than 5% and is therefore considered a ramp; the slope in Section 2 of the ramp is 7.1% and the ramp has a horizontal projection greater than 72" and does not have handrails on both sides of the ramp segment. See UFAS §§ 4.3.7; 4.8.1; 4.8.5.

Remedy: Install handrails on both sides of all sections of accessible route that have slopes greater than 5%.

Finding: Ramp Connecting Accessible Parking to City Hall Entrance - Handrails: The accessible route has a running slope greater than 5% and is therefore considered a ramp; the slope in Section 3 of the ramp is between 4.2 and 5.9% and the ramp has a horizontal projection greater than 72" and does not have handrails on both sides of the ramp segment. See UFAS §§ 4.3.7; 4.8.1; 4.8.5.

Remedy: Install handrails on both sides of all sections of accessible route that have slopes greater than 5%.

Finding: Ramp Landings - Slope: The slope of Landing 1 is not level (slope 2% or less); the down slope of Landing 1 is 6.0%. See UFAS § 4.8.4.

Remedy: Modify landing so that it is level (no portion of landing has slope greater than 2%).

Finding: Ramp Landings - Slope: The slope of Landing 3 is not level (slope 2% or less); the down slope of Landing 3 is 4.2% and the cross slope is 2.4%. See UFAS § 4.8.4.

Remedy: Modify landing so that it is Level (no portion of landing has slope greater than 2%).

Finding: Ramp Landings - Slope: The slope of Landing 4 is not level (slope 2% or less). The down slope of Landing 4 is between 3.1% and 3.6%. See UFAS § 4.8.4. (Photos 52 and 53)

Remedy: Modify landing so that it is level (no portion of landing has slope greater than 2%).

Finding: Accessible Route - Cross Slope: The cross slope of the accessible route exceeds 2%; the cross slope of Section 2 of the ramp is 3.1%; the cross slope of Section 3 of the ramp is between 2.4 and 2.5%. See UFAS § 4.3.7.

Remedy: Modify all sections of ramp so that no sections have cross slope greater than 2%.

Finding: Ramp Section 3 - Handrail - Clear Space: The clear space between the handrail and the wall in Section 3 is not exactly 1 1/2"; the handrail is mounted so that it is recessed 5 1/2" from the front of the wall. See UFAS §§ 4.8.5(3); 4.26.2; Figure 39(a), 39(b), 39(c), and 39(d).

Remedy: Install handrail so that clear space between handrail and wall is exactly 1 1/2".

Finding: Ramp Connecting Accessible Parking to City Hall Entrance - Handrails: The accessible route has a running slope greater than 5% and is therefore considered a ramp; the slope of a 15 foot area south of the level landing at the front entrance to City Hall has a slope of 3.1% and the ramp has a horizontal projection greater than 72" and does not have handrails on both sides of the ramp. See UFAS §§ 4.3.7; 4.8.1; 4.8.5.

Remedy: Install handrails on both sides of all sections of accessible route that have slopes greater than 5%.

Finding: Accessible entrance -minimum number: There is no interior accessible entrance to the Commission Meeting Room. See UFAS § 4.14.1.

Remedy: Provide an accessible interior entrance to the Commission Meeting Room. Ensure that this entrance is on an accessible route.

#### **Accessible Route to Commission Meeting Room from City Hall - Noncompliant**

Finding: Accessible Route: There is not an interior accessible route connecting the Commission Meeting Room to City Hall. There is a stair case. In order to go from City Hall to the Commission Meeting Room, persons with physical disabilities unable to use stairs have to exit the building, go down an inaccessible and lengthy ramp (findings are above), and then walk around a large courtyard to the exterior entrance to the Commission Meeting Room. While non-disabled persons walk down less than 10 steps. See UFAS § 4.3.

Remedy: Provide an interior accessible route connecting the Commission Meeting Room to City Hall.

#### **Accessible Route to Commission Meeting Room from Parking Lot East of Building - Noncompliant**

Finding: Accessible route to Commission Meeting Room. - Pathway along 2<sup>nd</sup> Street Cross Slope: The cross slope of the accessible route exceeds 2%; the cross slope of the sidewalk along 2<sup>nd</sup> Avenue is 3.1% to 3.3% near the parking lot, and further to the west it is 5.3%. See UFAS § 4.3.7.

Remedy: Provide an accessible route connecting the Commission Meeting Room to the parking lot east of City Hall, with cross slope not exceeding 2%

Finding: Ramp Connecting Commission Meeting Room South Entrance to Parking, in front of "100 N. Andrews Avenue" sign - Handrails: The accessible route has a running slope greater than 5% and is therefore considered a ramp; the slope is 7.6% and the ramp has a horizontal projection greater than 72" and does not have handrails on both sides of the ramp segment. See UFAS §§ 4.3.7; 4.8.1; 4.8.5.

Remedy: Install handrails along all portions of the accessible route with slopes in excess of 2%, which is considered a ramp, on both sides of ramp.

Finding: Accessible route from Commission Meeting Room South Entrance to Parking, in front of "100 N. Andrews Avenue" sign - Cross slope: The cross slope of the accessible route exceeds 2%; the cross slope is 2.8% near the Andrews Avenue sign, and as high as 5.9% along this north-south portion of the accessible route. See UFAS § 4.3.7.

Remedy: Modify accessible route from Commission Meeting Room South Entrance to parking lot, ensuring that no section of route has cross slope in excess of 2%.

#### **Commission Meeting Room - Noncompliant**

Finding: Commission Meeting Room Accessible Entrance - Doors - Width: Neither of the leaves of the double doors has a minimum clear opening width of 32" measured between the face of the door to the opposite stop with the door open 90 degrees; the door widths are each 23 1/2". See UFAS §§ 4.13.4; 4.13.5; Figure 24(b).

Remedy: Provide an accessible entrance with a door with a minimum clear opening of 32".

Finding: Survey Signage - Location: The survey signage designating the accessible entrance to the commission chamber is not mounted at the designated accessible entrance; there is no interior or exterior signage at the exterior doors on the south end of the room. See UFAS § 4.1.2(15); 4.30.3; 4.30.4; and 4.30.5.

Remedy: Install signs that comply with UFAS § 4.1.2(15); 4.30.3; 4.30.4; and 4.30.5.

Observation: Commission Meeting Room - Exterior Door - Opening Force: The door opening force exceeds 5 lbf; the opening force is 21 lbf. While this is an exterior door, and so is not required to be set to 5 lbf., this is also part of the accessible route to the Commission Meeting Room, and so must be made accessible to the maximum extent feasible.

Remedy: Lower the door opening force on the exterior door as low as is feasible. The City will consider installation of automatic doors to address this issue and will do so if it determines that doing so would not pose an undue financial and administrative burden. See UFAS § 4.13.11(2)(b).

#### **Public Restrooms - City Hall 1<sup>st</sup> Floor-Noncompliant**

Finding: Public Restrooms - Unisex Accessible Restroom on First Floor of City Hall Accessible Route: The restroom is not on an accessible route, because the accessible route connecting the parking lot to City Hall is not accessible. See UFAS §§ 4.22.1; 4.1.2(10); 4.1.6(4)(c).

Remedy: Provide an accessible route connecting the parking lot to City Hall.

Finding: Door - Maneuvering Clearance - Head-On Approach/Push Side: The maneuvering clearance at the latch side of the door is not a minimum 12"; the maneuvering clearance is 1 1/2". See UFAS § 4.13.6; Figure 25(a).

Remedy: Provide at least 12" maneuvering clearance at the latch side of the door.

Finding: Door - Opening Force: The door opening force exceeds 5 lbf; the opening force is 6 lbf. See UFAS § 4.13.11(2)(b).

Remedy: Lower the door opening force to 5 lbf.

Finding: Door - Threshold: The door threshold is  $\frac{1}{2}$ " but is not beveled. See UFAS § 4.13.8.

Remedy: Install a beveled threshold.

Finding: Water Closet - Side Grab Bar Height: The centerline of the side grab bar is not mounted between 33" - 36" above the finished floor; the grab bar is mounted  $32\frac{1}{4}$ " above the finished floor. See UFAS § 4.16.4; Figure 29(a).

Remedy: Mount the side grab bar between 33" - 36" above the finished floor.

Finding: Water Closet - Back Grab Bar - Height: The centerline of the back grab bar is not mounted between 33" - 36" above the finished floor; the grab bar is mounted  $32\frac{1}{4}$ " above the finished floor. See UFAS § 4.16.4; Figure 29(a).Remedy: Mount the back grab bar between 33" - 36" above the finished floor.

### **City Hall Elevator - Noncompliant**

Finding: 1<sup>st</sup> Floor Hall Call Buttons - Lobby: The elevator hall call buttons are not centered 42" above the finished floor; the buttons are centered 50" above the finished floor. See UFAS § 4.10.3; Figure 20.

Remedy: Center the elevator hall call buttons 42" above the finished floor,

Finding: Door Protective and Reopening Device: The elevator door reopening device stays open less than 20 seconds; the door stays open 4 seconds on the first floor, and 6 seconds on the 8<sup>th</sup> floor. See UFAS § 4.10.6.

Remedy: Set the elevator door reopening device to stay open at least 20 seconds on all floors,

Finding: 8th Floor Hall Call Buttons: The elevator hall call buttons are not centered 42" above the finished floor; the buttons are centered  $50\frac{1}{2}$ " above the finished floor. See UFAS § 4.10.3; Figure 20.

Remedy: Center the elevator hall call buttons 42" above the finished floor.

Finding: Floor Plan (Elevator Depth) - Centered Elevator Doors: The depth of the elevator car is not a minimum of 54"; the depth is  $48\frac{1}{2}$ ". See UFAS § 4.10.9; Figure 22(a).

Remedy: Provide an elevator car that is at least 54" deep.

Finding: Call Button - Inside Elevator - Height: The floor call buttons are mounted greater than the maximum 48" above the finished floor; the highest call buttons are mounted  $51\frac{3}{4}$ " above the finished floor. See UFAS § 4.10.12(3); Figure 23(b).

Remedy: Mount the floor call buttons (on the inside of the elevator), so that the highest button is no more than 48" above the finished floor.

### **1st Floor Drinking Fountain - Noncompliant**

Finding: Drinking Fountain - Water Flow: The water flow from the spout is not at least 4" high to allow the insertion of a cup or glass under flow of water; the water flow from the spout is 0" high (no water flow). See UFAS § 4.15.3.

Remedy: Provide a water flow height of at least 4".

Finding: Drinking Fountain - Protruding Object: The leading edge of the drinking fountain is more than 27" above the floor and protrudes more than 4" into the circulation path; the leading edge protrudes 19" into the circulation path.

Remedy: Install a drinking fountain that protrudes no more than 4" into the circulation path.

### **8<sup>th</sup> Floor Drinking Fountain - Noncompliant**

Finding: Drinking Fountain - Water Flow: The water flow from the spout is not at least 4" high to allow the insertion of a cup or glass under flow of water; the water flow from the spout is 0" high (no water flow). See UFAS § 4.15.3.

Remedy: Provide a water flow height of at least 4".

Finding: Drinking Fountain - Protruding Object: The leading edge of the drinking fountain is more than 27" above the floor and protrudes more than 4" into the circulation path; the leading edge protrudes 19" into the circulation path.

Remedy: Install a drinking fountain that protrudes no more than 4" into the circulation path.

### **Unisex Accessible Bathroom - 8<sup>th</sup> Floor - City Hall - Noncompliant**

Finding: Door - Maneuvering Clearance - Head-On Approach/Push Side: The maneuvering clearance at the latch side of the door is not a minimum 12"; the maneuvering clearance is 6 <sup>3</sup>/<sub>4</sub>". See UFAS § 4.13.6; Figure 25(a).

Remedy: Provide at least 12 inches of maneuvering clearance at the latch side of the door.

Finding: Lavatory - Hot Water/Drain Pipes - Insulation: The hot water and drain pipes are not insulated or otherwise covered. See UFAS § 4.19.4.

Remedy: Insulate or cover the hot water and drain pipes below the lavatory.

Finding: Water Closet - Centerline: The centerline of the water closet is not mounted exactly 18" from the closest side wall; the centerline of the water closet is mounted 18 <sup>3</sup>/<sub>4</sub>" from the closest side wall, See UFAS § 4.34.5.2; Figure 47(a).

Remedy: Mount the water closet so that the centerline is located exactly 18" from the closest side wall.

Finding: Water Closet - Side Grab Bar Height: The centerline of the side grab bar is not mounted between 33"- 36" above the finished floor; the grab bar is mounted 32 <sup>1</sup>/<sub>2</sub>" above the finished floor. See UFAS § 4.34.5.2(3); Figure 29(b).

Remedy: Mount the side grab bar between 33" - 36" above the finished floor.

Finding: Water Closet - Back Grab Bar - Height: The centerline of the back grab bar is not mounted between 33"- 36" above the finished floor; the grab bar is mounted 32 <sup>1</sup>/<sub>2</sub>" above the finished floor. See UFAS § 4.34.5.2(3); Figure 29(a).

Remedy: Mount the back grab bar between 33" - 36" above the finished floor.



**Department of Housing and Community Development building - 700 NW 19<sup>th</sup> Avenue**

**Main Entrance Door**

Observation: Main Entrance - Door - Opening Force: The door opening force exceeds 5 lbf; the opening force is 18 lbf. While this is an exterior door, and so is not required to be set to 5 lbf., this is also part of the accessible route to the building, and so must be made accessible to the maximum extent feasible.

Remedy: Lower the door opening force on the exterior door as low as is feasible. The City will consider installation of automatic doors to address this issue and will do so if it determines that doing so would not pose an undue financial and administrative burden. See UFAS § 4.13.11(2)(b).

**Main Lobby Conference Room - Noncompliant**

Finding: Door Opening Force: The door opening force exceeds 5 lbf; the opening force is 19 lbf. See UFAS § 4.13.11(2)(b).Remedy: Reduce the door opening force to 5 lbf or less.

**Planning and Zoning Conference Room – Noncompliant**

Finding: Door Opening Force: The door opening force exceeds 5 lbf; the opening force is 9 lbf. See UFAS § 4.13.11(2)(b). (Photo 121)

Remedy: Reduce the door opening force to 5 lbf or less.

**Men's Public Restroom – Noncompliant**

Finding: Outer door - Opening Force: The door opening force exceeds 5 lbf; the opening force is 11 lbf. See UFAS § 4.13.11(2)(b).

Remedy: Reduce the door opening force to 5 lbf or less.

Finding: Inner door - Opening Force: The door opening force exceeds 5 lbf; the opening force is 12 lbf. See UFAS § 4.13.11(2)(b).

Remedy: Reduce the door opening force to 5 lbf or less.

Finding: Lavatory - Hot Water/Drain Pipes - Insulation: The hot water and drain pipes are not insulated or otherwise covered. See UFAS § 4.19.4.

Remedy: Insulate or cover the hot water and drain pipes below the lavatory.

Finding: Toilet Paper Dispenser - Centerline: The centerline of the toilet paper dispenser is not at least 19" above the floor; the centerline is 16" above the floor in the regular stall, and 17" above the floor in the accessible stall. See UFAS § 4.16.6.

Remedy: Mount the toilet paper dispenser so that the centerline is at least 19" above the floor.

Finding: Toilet Paper Dispenser - Distance from Back Wall: The farthest edge of the toilet paper dispenser is more than 36" from the back wall; the toilet paper dispenser's farthest edge is 42" from the back wall. See UFAS § 4.16.6.

Remedy: Mount the toilet paper dispenser so that the farthest edge of the toilet paper dispenser is no more than 36" from the back wall.

### **Women's Public Restroom - Noncompliant**

Finding: Outer door - Opening Force: The door opening force exceeds 5 lbf; the opening force is 7 lbf. See UFAS § 4.13.11(2)(b).

Remedy: Reduce the door opening force to 5 lbf or less.

Finding: Inner door - Opening Force: The door opening force exceeds 5 lbf; the opening force is 7 lbf. See UFAS § 4.13.11(2)(b).

Remedy: Reduce the door opening force to 5 lbf or less.

Finding: Lavatory - Hot Water/Drain Pipes - Insulation: The hot water and drain pipes are not insulated or otherwise covered. See UFAS § 4.19.4.

Remedy: Insulate or cover the hot water and drain pipes.

Finding: Toilets - Seat Height: The toilet seat height is not mounted 17" to 19" above the floor; seat heights in the two regular stalls are 16". The seat height in the accessible stall is an acceptable 18<sup>1</sup>/<sub>2</sub>". See UFAS § 4.16.3.

Remedy: Mount the toilet seats in the regular stalls so that the toilet seat height is 17" to 19" above the floor.

Finding: Toilet Paper Dispenser - Distance from Back Wall: The farthest edge of the toilet paper dispenser is more than 36" from the back wall; the toilet paper dispenser in the accessible stall has its farthest edge 45" from the back wall. Dispensers in the other two stalls are an acceptable 36" from the back wall. See UFAS § 4.16.6.

Remedy: Install the toilet paper dispenser in the accessible stall so that the farthest edge of the dispenser is no more than 36" from the back wall.

### **Staff Men's Restroom - Noncompliant**

Finding: Outer door - Opening Force: The door opening force exceeds 5 lbf; the opening force is 10 lbf. See UFAS § 4.13.11(2)(b).

Remedy: Reduce the door opening force to 5 lbf or less.

Finding: Inner door - Opening Force: The door opening force exceeds 5 lbf; the opening force is 10 lbf. See UFAS § 4.13.11(2)(b).

Remedy: Reduce the door opening force to 5 lbf or less.

Finding: Toilets - Seat Height: The toilet seat height is not mounted 17" to 19" above the floor; seat height in the regular stall is 16<sup>1</sup>/<sub>2</sub>". See UFAS § 4.16.3.

Remedy: Mount the toilet seat so that the toilet seat height is 17" to 19" above the floor.

### **Staff Women's Restroom - Noncompliant**

**Finding: Outer door - Opening Force:** The door opening force exceeds 5 lbf; the opening force is 10 lbf. See UFAS § 4.13.11(2)(b).

**Remedy:** Reduce the door opening force to 5 lbf or less.

**Finding: Inner door - Opening Force:** The door opening force exceeds 5 lbf; the opening force is 10 lbf. See UFAS § 4.13.11(2)(b).

**Remedy:** Reduce the door opening force to 5 lbf or less.

**Finding: Toilet Paper Dispenser - Distance from Back Wall:** The farthest edge of the toilet paper dispenser is more than 36" from the back wall; the toilet paper dispenser in the accessible stall has its farthest edge 45 1/2" from the back wall. See UFAS § 4.16.6.

**Remedy:** Install the toilet paper dispenser in the accessible stall so that the farthest edge of the dispenser is no more than 36" from the back wall.

### **Von D. Mizell Building - 1409 Sistrunk Boulevard Entrance Signage - Noncompliant**

**Finding: Signage Designating Accessible Entrance:** There is no signage at the accessible entrance to the building, located on the north side of the building. See UFAS § 4.1.1(7) and 4.30.5.

**Remedy:** Install appropriate signage, as required by UFAS § 4.1.1(7) and 4.30.5.

### **Interior Signage - First Floor - Noncompliant**

**Finding: Signage Designating Accessible Permanent Rooms and Spaces:** There are no signs on the first floor designating permanent rooms and spaces, including exit signs at doors, elevators, restrooms, and room numbers. See UFAS § 4.1.2(15); 4.30.4; 4.30.3; and 4.30.6.

**Remedy:** Install appropriate signage, as required by UFAS § 4.1.2(15); 4.30.4; 4.30.3; and 4.30.6.

### **First Floor Entrance - Entry Door - Noncompliant**

**Finding: Entry Door - Clear Floor Space:** Approaching the hinge side of the door, there is not at least 18" to the hinge side; there is 9" to the hinge side. See UFAS § 4.13.6.

**Remedy:** Provide at least 18" clear floor space approaching the hinge side of the entry door.

### **First Floor - Interior Door - Noncompliant**

**Finding: Door - Opening Force:** The door opening force exceeds 5 lbf; the opening force is 6 lbf. See UFAS § 4.13.11(2)(b).

**Remedy:** Reduce door opening force to 5 lbf or less.

### **Second Floor Meeting Room - Noncompliant**

**Finding: Door Opening Force:** The door opening force exceeds 5 lbf; the opening force is 14 lbf. See UFAS § 4.13.11(2)(b).

**Remedy:** Reduce door opening force to 5 lbf or less.

### **Second Floor Women's Restroom - Noncompliant**

**Survey Signage - Location:** The survey signage designating accessible restrooms is not mounted to the latch side of the door; the sign indicating that there are accessible restrooms does not have an arrow indicating the direction of the restrooms, and there is no sign mounted to the latch side of the door. See UFAS § 4.1.2(15); 4.30.4; 4.30.3; and 4.30.6.

**Remedy:** Add a directional arrow to the existing sign. Mount appropriate signage to the latch side of the door. See UFAS § 4.1.2(15); 4.30.4; 4.30.3; and 4.30.6.

**Door - Clear Floor Space:** Approaching the door head-on, there is not at least 18" to the latch side; there is 9" to the latch side of the door. See UFAS § 4.24.6.

**Remedy:** Provide at least 18" clear floor space to the latch side of the door.

**Door - Clear Floor Space:** Approaching the hinge side of the door, there is not at least 18" to the hinge side; there are 8 1/2" inches to the hinge side of the door. See UFAS § 4.13.6. (Photo 99)

**Remedy:** Provide at least 18" clear floor space to the hinge side of the door.

**Door - Opening Force:** The door opening force exceeds 5 lbf; the opening force is 17 lbf See UFAS § 4.13.11(2)(b).

**Remedy:** Reduce the door opening force to no more than. 5 lbf.

**Door - Threshold:** The door threshold is not beveled. See UFAS § 4.13.8.

**Remedy:** Bevel the door threshold.

**Lavatory:** The top of the rim is more than 34" above the floor; the lavatory rim is 35" above the floor.

**Remedy:** Ensure that the lavatory rim is no more than 34" above the floor.

**Lavatory Hot Water/Drain Pipes - Insulation:** The hot water and drain pipes are not insulated or otherwise covered. See UFAS § 4.19.4.

**Remedy:** Insulate or cover the hot water and drain pipes.

**Mirror:** The bottom edge of the reflecting surface of the mirror is mounted greater than 40" above the finished floor; the bottom edge is mounted 44" above the finished floor. See UFAS § 4.19.6; Figure 31.

Remedy: Mount the mirror so that the bottom edge of the mirror is no more than 40" above the finished floor.

Paper Towel Dispenser - Side Approach - Reach Range: The highest operable part of the soap dispenser is mounted greater than 54" above the finished floor for a side approach; the highest operable part of the soap dispenser is mounted 58" above the finished floor. See UFAS §§ 4.27.3; 4.2.6.

Remedy: Mount the soap dispenser so that the highest operable part is no more than 54" above the finished floor.

Water Closet Seat - Height: The height of the water closet seat is not between 17"-19" above the finished floor, measured to the top of the toilet seat; the height of three of the four water closet seats is 16" above the finished floor (one seat is an acceptable 18 <sup>1</sup>/<sub>2</sub>"). See UFAS § 4.16.3; Figure 29(b).

Remedy: Mount the three non-compliant water closets so that the seat height is between 17"- 19" above the finished floor.

Toilet in Stall - Centerline: The centerline of the toilet is not mounted exactly 18" from the closest side wall; the centerlines of three toilet stalls are mounted 13<sup>1</sup>/<sub>2</sub>", 13", and 14<sup>1</sup>/<sub>2</sub>" from the side wall (one centerline is an acceptable 18). See UFAS § 4.16.2; 4.17.2, Figures 28 and 29.

Remedy: Mount the three non-compliant toilets so that the centerline is exactly 18" from the closest side wall.

Water Closet Stall - Floor-Mounted - Dimensions: The water closet is floor-mounted and the stall is not at least 59" deep and 60" wide; the stall measured is 55 <sup>3</sup>/<sub>4</sub>" deep and 41 <sup>1</sup>/<sub>4</sub>" wide. See UFAS § 4.17.3; Figure 30(a).

Remedy: Provide an accessible water closet stall that is at least 59" deep and 60" wide.

Water Closet Stall - Back Grab Bars - Length and Location: There is no back grab bar that is at least 36" long mounted no greater than 6" from the side wall. See UFAS § 4.17.6; Figure 30(a).

Remedy: Install a back grab bar that is at least 36" long, and that is mounted no more than 6" from the side wall.

### **Second Floor Men's Restroom - Noncompliant**

Survey Signage - Location: The survey signage designating accessible restrooms is not mounted to the latch side of the door; the sign indicating that there are accessible restrooms does not have an arrow indicating the direction of the restrooms; and there is no sign mounted to the latch side of the door. See UFAS § 4.1.2(15); 4.30.4; 4.30.3; and 4.30.6.

Remedy: Add an arrow to the existing sign. Install compliant signage to the latch side of the door.

Door - Clear Floor Space: Approaching the hinge side of the door, there is not at least 18" to the hinge side; there are 12" inches to the hinge side of the door. See UFAS § 4.13.6.

Remedy: Provide at least 18" of clear floor space to the hinge side of the door.

Door Opening Force: The door opening force exceeds 5 lbf; the opening force is 15 lbf. See UFAS § 4.13.11(2)(b).

Remedy: Reduce the door opening force to no more than 5 lbf.

Door - Threshold: The door threshold is  $\frac{1}{2}$ " but is not beveled. See UFAS § 4.13.8.

Remedy: Bevel the door threshold.

Urinals - Height: The elongated rim of the urinal is mounted greater than the maximum height of 17" above the finished floor; the elongated rim of each of two urinals is mounted 24" above the floor. See UFAS § 4.18.2.

Remedy: Mount the two urinals so that the elongated rim of each is no more than 17" above the finished floor.

Flush Control - Height: The height of the flush control is greater than 44" above the finished floor; the flush control is of each of two urinals is mounted 53" above the finished floor. See UFAS § 4.18.4.

Remedy: Mount the two urinal flush controls no higher than 44" above the finished floor.

Lavatory: The top of the rim is more than 34" above the floor; the lavatory rim is 35" above the floor.

Remedy: Mount the lavatory so that the top of the rim is no more than 34" above the floor.

Lavatory - Hot Water/Drain Pipes - Insulation: The hot water and drain pipes are not insulated or otherwise covered. See UFAS § 4.19.4.

Remedy: Insulate or cover the hot water and drain pipes under the lavatory.

Mirror: The bottom edge of the reflecting surface of the mirror is mounted greater than 40" above the finished floor; the bottom edge is mounted 44" above the finished floor. See UFAS § 4.19.6; Figure 31.

Remedy: Mount the mirror so that the bottom edge of the reflecting surface is no more than 40" above the finished floor.

Dispensers: There is no soap dispenser at the accessible sink. When one is installed, it will need to meet all provisions of UFAS, including §4.22.7, 4.27, 4.2.5, and 4.2.6.

Remedy: Install a UFAS-accessible soap dispenser at the sink.

Water Closet Seat - Height: The height of the water closet seat is not between 17"-19" above the finished floor, measured to the top of the toilet seat; the height of two of three water closet seats is  $17\frac{3}{4}$ " above the finished floor (one seat was an acceptable 19). See UFAS § 4.16.3; Figure 29(b).

Remedy: Mount the two non-compliant water closets so that the seat height is between 17"-19" above the finished floor.

Toilet in Stall - Centerline: The centerline of the toilet is not mounted exactly 18" from the closest side wall; the centerlines of three toilet stalls are mounted 13", 13", and 17" from the side wall. See UFAS § 4.16.2; 4.17.2, Figures 28 and 29.

Remedy: Mount the three non-compliant toilets so that the centerline is exactly 18" from the closest side wall.

Toilet Paper Dispenser - Height: The toilet paper dispensers are not mounted with their centerlines a minimum 19" above the finished floor; the toilet paper dispensers are mounted 13" above the finished floor. See UFAS § 4.16.6; Figure 29(b).

Remedy: Mount the toilet paper dispensers so that their centerlines are a minimum of 19" above the finished floor.

Toilet Paper Dispenser - Mounting Location: The toilet paper dispenser is not mounted no more than 36" from the back wall, starting at the edge farthest from the back wall; the toilet paper dispenser is mounted 40 1/2" from the back wall. See UFAS § 4.16.6; Figure 29(b).

Remedy: Mount the toilet paper dispenser so that it is no more than 36" from the back wall.

Flush Control: The flush control is not mounted on the wide side of the toilet. See UFAS § 4.16.5.

Remedy: Mount the flush control on the wide side of the toilet.

Water Closet Stall - Door Width: The water closet stall does not have a minimum clear opening width of 32" measured between the face of the door to the opposite stop with the door open 90 degrees; the door width is 30 1/4". UFAS §§ 4.17.5; 4.13.5.

Remedy: Provide a water closet stall clear door opening width of at least 32",

Water Closet Stall - Floor-Mounted - Dimensions: The water closet is floor-mounted and the stall is not at least 59" deep and 60" wide; the stall is 56" deep and 42" wide. See UFAS § 4.17.3; Figure 30(a).

Remedy: Provide an accessible water closet stall that is at least 59" deep and 60" wide.

Water Closet Stall - Back Grab Bars - Length and Location: There is no back grab bar that is at least 36" long mounted no greater than 6" from the side wall. See UFAS § 4.17.6; Figure 30(a).

Remedy: Install a back grab bar that is at least 36" long and is no farther than 6" from the side wall.

### **Elevator - Noncompliant**

Door - Opening Force: The door opening force along a portion of the accessible route to the elevator exceeds 5 lbf; the opening force is 6 lbf. See UFAS § 4.13.11(2)(b).

Remedy: Reduce the door opening force to 5 lbf or less.

Hall Lanterns - Signal: A visible and audible signal at each hoist way entrance, or an in-car lantern located in the elevator car visible from the vicinity of the hall call buttons, is not provided on the

first floor to indicate which car is answering a call (bulb/cover missing). See UFAS § 4.10.4(3); Figure 20.

Remedy: Provide either a visible and audible signal at each hoist way entrance, or an in-car lantern located in the elevator car visible from the vicinity of the hall call buttons.

Hall Lanterns - Audible Signal - Up/Down Direction: There is no audible signal to announce the up or down direction of the elevator. See UFAS § 4.10.4.

Remedy: Install an audible signal to announce the up or down direction of the elevator.

Emergency Communications: The emergency intercommunication system is located within a box that requires tight grasping to open. See UFAS § 4.10.14.

Remedy: Replace the box that houses the emergency intercommunication system with a box that does not require tight grasping to open.

## **V. REPORTING AND COMPLIANCE REQUIREMENTS**

- A. For the purpose of this Agreement, if the reporting day falls on a weekend or a Federal holiday, the report will be due the first business day after the weekend or holiday.
- B. For the purpose of this Agreement, the reporting materials must be sent via electronic mail to the following:

Mr. Carlos Osegueda, Director, Region IV  
Office of Fair Housing and Equal Opportunity  
40 Marietta Street - 16<sup>th</sup> Floor Atlanta,  
Georgia 30303-2806  
[Carlos.Osegueda.@hud.gov](mailto:Carlos.Osegueda.@hud.gov)

For the purpose of this Agreement, the reporting materials must be mailed, and sent via electronic mail, to the following:

Mr. Bill Bright, FHEO Field Office Director  
Office of Fair Housing and Equal Opportunity  
Charles E. Bennett Federal Building  
400 West Bay Street, Suite 1015  
Jacksonville, Florida 32202  
[Bill.Bright@hud.gov](mailto:Bill.Bright@hud.gov)

### **C. Upon the effective date of this Agreement, and continuing thereafter, the City shall:**

- Ensure that all of its Public Hearing advertisements for Public Hearings related to HUD-funded activities placed on the date of execution of this Agreement or later: 1) identify the procedures for requesting reasonable accommodations; 2) specify that documents listed in the ad can be requested in alternate format; 3) state that auxiliary aids or services will be provided upon request (with adequate notice); and 4) provide as contact numbers both a telephone number and a TTY or Florida Relay Service number, as referenced in Paragraph IV(D)(2);



- Provide appropriate language assistance, for persons whose first language is not English, as referenced in Paragraph IV(D)(3)(C);
- Provide oral interpretation services for LEP persons, as referenced in Paragraph IV(D)(3)(E);
- Require its sub recipients to develop and implement a LAP plan, and will monitor its sub recipients to ensure compliance, as referenced in Paragraph IV(D)(3)(F); and
- Oversee the affirmative marketing conducted on its behalf by its sub recipients and sub grantees, for its affordable housing program and all CDBG programs and activities, as referenced in Paragraph IV(D)(4)(B).

**D. Within thirty (30) days of the effective date of this Agreement, the City shall:**

- Appoint an Acting VCA Administrator, as referenced in Paragraph IV(A)(1).

**E. Within sixty (60) days of the effective date of this Agreement, the City shall:**

- Appoint a VCA Administrator and send HUD a copy of the VCA Administrator's resume and/or curriculum vitae, as referenced in Paragraphs IV(A)(2) and IV(A)(3);
- Identify its Section 504/ADA Coordinator, as referenced in Paragraph IV(B)(1);
- Provide to HUD for its review and approval a draft letter for distribution to City staff which identifies the Section 504/ADA Coordinator, as referenced in Paragraph IV(C)(1). HUD will complete its review, modify and/or approve the letter for dissemination within 30 days of receipt of the letter from the City. The City will distribute the letter within 30 days of receipt of HUD approval, as referenced in Paragraph IV(C)(2); and
- Review the modifications listed in Section IV(F), and will submit to HUD a plan for completion of the modifications (Modification Plan) that identifies when each item listed is to be completed. The City will commence the modifications no later than 60 days following HUD's review and approval of the Modification Plan, as referenced in Paragraph IV(F)(3). The City will commence the modifications no later than sixty (60) days following HUD's review and approval of the Modification Plan, as referenced in Paragraph IV(F)(4).

**F. Within ninety (90) days of the effective date of this Agreement, the City shall:**

- Provide a proposed plan for obtaining and maintaining racial and ethnic data to HUD, as referenced in Paragraph IV(D)(1);
- Develop and implement a tool for data collection for applicants rejected as well as applicants accepted for funding by the City, as referenced in Paragraph IV(D)(1);
- Develop and implement a Standard Operating Procedure for monitoring its sub recipients' compliance with Title VI, Section 504, and Section 109, as referenced in Paragraph IV(D)(1);

- Develop and implement training sessions for its staff and sub recipients regarding the requirements of all applicable civil rights laws, as described in Paragraph IV(D)(1);
- Conduct a four-factor analysis, to facilitate preparation of a LAP, as referenced in Paragraph IV(D)(3)(A);
- The City will review all of its marketing plans (for affordable housing and all CDBG programs) and will revise them so that each marketing plan utilizes marketing strategies to reach groups being underserved by the existing plan, as referenced in Paragraph IV(D)(4)(A);
- Submit its revised marketing plans for affordable housing and all CDBG programs to HUD for its review, as referenced in Paragraph IV(D)(4)(A); Require its sub recipients and sub grantees to submit their respective marketing plans to them, and will review the plans to ensure that they are consistent with the overall marketing plans of the City, as referenced in Paragraph IV(D)(4)(B);
- Establish an organized recordkeeping system to track its AFFH activities, as well as those of its sub-recipients. The City agrees to utilize this recordkeeping system to ensure that the impediments to fair housing identified in its Analysis of Impediments are being appropriately addressed, as referenced in Paragraph IV(D)(4)(C); Conduct a self-evaluation of its CDBG programs, including: 1) physical accessibility of all sites to person with physical disabilities; and 2) policies and procedures for ensuring that its CDBG programs are accessible to persons with disabilities, as referenced in Paragraph IV(E)(1)(A); and
- Develop a transition plan to ensure that its programs and activities are accessible to persons with disabilities, and submit the transition plan to HUD. The plan will include reference to the physical modifications identified in this Agreement, below, as well as any other modifications to City facilities identified by the City that are required to ensure program accessibility, as required by 24 C.F.R. §§ 8.20 and 8.21, as referenced in Paragraph IV(F)(1).

**G. Within one-hundred twenty (120) days of the effective date of this Agreement, or as otherwise specified below, the City shall:**

- Develop and submit to HUD for review a Language Access Plan, based on a four-factor analysis, as referenced in Paragraphs IV(D)(3) and IV(D)(4);
- Update the CPP to include the methodology for servicing LEP persons, as referenced in Paragraph IV(D)(3)(D); and
- Modify all policies and practices that are in non-compliance with 24 CFR Part 8, take appropriate steps to remedy the discrimination revealed by the self-evaluation, and maintain the evaluation for public inspection for at least three years following its completion. The City will ensure that persons with physical disabilities are able to access all of its programs and activities, by providing all necessary assistance, until all programs and activities are made physically accessible to persons with disabilities,

including completion of the modifications listed in IV - Specific Provisions, Section F. These actions are referenced in Paragraph IV(E)(1)(B).

**H. Within one-hundred fifty (150) days of the effective date of this Agreement, or as otherwise specified below, the City shall:**

Train all HCDD employees and all other City employees involved in activities receiving Federal financial assistance through HUD regarding the requirements of all applicable civil rights laws, as referenced in Paragraph IV(D)(1); and

Translate vital documents into Spanish and Creole, and make them available.

**I. Within one-hundred eighty (180) days of the effective date of this Agreement, or as otherwise specified below, the City shall:**

Train all sub recipients regarding the requirements of all applicable civil rights laws, as referenced in Paragraph IV(D)(1).

**J. Within three (3) years of the effective date of this Agreement:**

The City will complete all modifications listed in Section IV(F) of this Agreement, as referenced in Paragraph IV(F)(2).

**K. Quarterly Reports**

For purposes of this Agreement, each Quarterly Report will cover the time period of the quarter ending on the last day of the month before the end of the quarter. For example, if the Quarterly Report is due on January 31, 2014, the Quarterly Report will cover the period from September 30, 2013 through December 31, 2013.

**Beginning January 31, 2014, and at quarterly intervals for the duration of the Agreement (i.e. April 30, 2014, July 31, 2014, October 31, 2014, etc.), the City shall provide Quarterly Reports to HUD. The Quarterly Reports will provide the following information:**

- Progress reports on training of employees and sub recipients, as referenced in Paragraph IV(D)(1);
- Copies of amended existing and new sub recipient agreements showing that sub recipients are developing and implementing LEP Plans, as referenced in IV(D)(3)(F);
- Summaries of AFFH activities taken by the City and its sub recipients each quarter, as referenced in Paragraph IV(D)(4)(C); and
- The status of the ongoing modifications, to be submitted 30 days following the completion of each quarter, until all work is completed, as referenced in Paragraph IV(F)(5).

## **VI. RECORDKEEPING REQUIREMENTS**

- A. During the term of this Agreement, the City shall maintain records regarding its CDBG programs, including those specified in this Agreement, as well as those required under Federal law and by HUD program regulations.
- B. During the term of this Agreement, the City shall maintain all files, including applications for CDBG programs, requests for reasonable accommodations, and notices of termination, along with any and all material relating to the City's implementation of the Section 504, ADA, Title VI, Section 109, and Affirmatively Furthering Fair Housing requirements of this Agreement.
- C. During the term of this Agreement, the City shall maintain files containing documentation of its efforts to provide reasonable accommodations to persons with disabilities who wish to participate in the CDBG programs administered by the City or its sub recipients. The City will also maintain files documenting all reasonable accommodation requests of City employees, including the nature of the request, the date of the request, whether or not the request was granted, and if the request was denied, the reason for the denial.
- D. During the term of this Agreement, the City will maintain all documentation related to its efforts to make the accessibility modifications identified in this Agreement.
- E. During the term of this Agreement, the City shall maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests, including grievance process materials.
- F. Beginning one (1) year after the effective date of this Agreement, the City shall provide an annual report on the disposition of the above claims, requests and grievances. Upon request, also will make these records available for inspection to appropriate Department employees.

## **VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT**

- A. HUD will monitor the City's implementation of this Agreement. At its discretion, HUD may convene meetings with the City Manager, VCA Administrator, and/or other appropriate personnel, with notice to the City Manager, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. In the event that the City fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD.

## **VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT**

- A. Any act(s) or omission(s) by the City or its representatives, including its employees, which violate the terms of this Agreement may serve as grounds for HUD to impose debarment, suspension or limited denial of participation sanctions pursuant to 2 CFR 2424. HUD will provide the City with notice and a reasonable opportunity to cure any violations of the terms of this Agreement before employing the procedures and remedies contained in this section of the Agreement.

- B. Any act(s) or omission(s) that violate(s) the terms of this Agreement may serve as grounds for HUD to seek specific performance and/or enforce any or all of the provisions of this Agreement in federal court.

**IX. SIGNATURES**

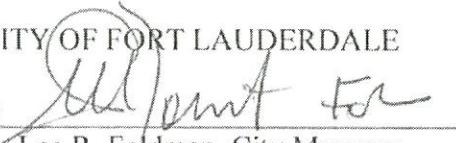
Lee R. Feldman, City Manager of the City of Fort Lauderdale, Florida hereby executes this Voluntary Compliance Agreement in and between the United States Department of Housing and Urban Development and the City of Fort Lauderdale. Final ratification of this Agreement is subject to formal action to be taken by the City Commission of the City of Fort Lauderdale, Florida. Upon such approval a fully executed Agreement by all proper City Officials shall be delivered as required under the terms and conditions of the Agreement.

ATTEST:



CITY OF FORT LAUDERDALE

By:

  
\_\_\_\_\_  
Lee R. Feldman, City Manager

10 day of December, 2013

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



\_\_\_\_\_  
Carlos Osegueda  
FHEO Region IV Director  
Regional Office of FHEO

12/18/13  
Date