



## U.S. Department of Justice

### Civil Rights Division

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*Coordination and Review Section  
P.O. Box 66560  
Washington, DC 20035-6560*

## **Pre-LOF Settlement Agreement**

**TAB 26**

### **Settlement Agreement Between the United States Department of Justice and the Police Department of Anycity, U.S.**

1. This Settlement Agreement is entered into by the United States Department of Justice (DOJ) and the Anycity, U.S., Police Department (APD). This Agreement resolves a complaint filed with the Department of Justice (no. 000-00-0) alleging that officers of the Anycity Police Department engaged in racially discriminatory conduct, in violation of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
2. The purpose of this Agreement is to provide for a cooperative effort by the Department of Justice and the Anycity Police Department to promote the use of management practices by the APD that ensure that law enforcement is carried out in a nondiscriminatory manner.
3. The effective date of this Agreement is the date of the last signature below. The Agreement shall remain in effect for three years, except as follows. The Agreement shall remain in effect beyond the three-year period for the purpose of the Anycity Police Department submitting the final update report to the Department of Justice required by paragraph 10 of this Agreement, and the Agreement shall terminate in this regard as of the date the Department of Justice provides written confirmation to the Police Department that the final update report includes the requisite information and has met the terms of the Agreement.
4. Title VI of the Civil Rights Act of 1964 prohibits law enforcement agencies and other entities that receive Federal financial assistance from conducting their programs or activities in a manner that discriminates on the basis of race, color, or national origin. The Anycity Police Department is a recipient of Federal financial assistance from the Department of Justice and is subject to the provisions of Title VI.
5. The Anycity Police Department is committed to carrying out its law enforcement responsibilities in a nondiscriminatory manner, in accord with the requirements of Title VI. By entering into this Agreement, the Police Department does not admit to any violation of Title VI.

6. This Settlement Agreement is effectuated pursuant to the authority granted the Department of Justice, under Title VI, to investigate administrative complaints alleging discrimination in the provision of services by law enforcement agencies and their officers and to seek to resolve such complaints using voluntary, nonadversarial means. 28 C.F.R. Pt. 42, Subpts. C and D. Entry of this Agreement does not preclude the Department of Justice from carrying out its law enforcement duties under Title VI should a new complaint be filed with the Department of Justice against the Anycity Police Department or should it determine that a compliance review is necessary; however, any such investigation shall be conducted with due regard for the purpose and terms of this Agreement.

7. The Anycity Police Department will ensure that all sworn officers and other employees are fully aware of the commitment of the Police Department to carry out all law enforcement activities in a nondiscriminatory manner, in accord with the requirements of Title VI. The Police Department shall issue and distribute to all officers and employees the statement of policy against discrimination attached hereto as Appendix A [draft to be prepared by the Police Department and then attached after it is agreed to by DOJ]. Within ten days of the effective date of this Agreement, a written copy of the policy shall be distributed to each officer and employee, and the policy shall be read at roll-call for all shifts. In addition, the policy shall be conspicuously posted at all police stations on bulletin boards accessible to the general public and bulletin boards used for internal notices to officers and employees.

8. Training - The Police Department will take the following measures to enable officers and other employees to carry out their duties with skill and understanding in working with the members of diverse communities in the City and to promote free and open communication between law enforcement officers and community members.

- A. The Police Department shall develop a comprehensive training program for all officers in cultural diversity, integrity and ethics, and verbal de-escalation techniques as an alternative to the use of force. Cultural diversity training shall include training on how to relate to persons from different racial, ethnic, and religious groups, and persons of the opposite sex, and shall include training in communications skills and avoiding improper racial, ethnic, and sexual communications. Training on verbal de-escalation techniques shall be integrated into all training that implicates the use of force, and shall include specific examples of situations that do not require the use of force but may be mishandled resulting in force being used. Training on these subjects shall be part of the academy training curriculum and shall occur at the beginning of the academy curriculum so as to serve as a foundation for all other classes. Post-academy training in cultural diversity, and integrity and ethics, shall be given to officers at least annually.
- B. Preparations for the initial training program will commence within 30 days of the effective date of this Agreement and will be completed within 180 days of

this Agreement. It will consist of three full days of training. The entire force of police officers, including all supervisors and management staff, will participate in the training.

- C. The Police Department will conduct repeat programs of the initial three-day training program at least every six months, for the duration of this Agreement, for those officers who have not previously received this training. In the interim, the APD will distribute training materials and guidance to employees who will be scheduled for the repeat programs so that they will have knowledge of the substance of the programs. All police officers and other personnel who work with the public are required to complete this training while either in the police academy or within six months of assuming such responsibilities.
- D. The Police Department will also conduct annual one-day training update seminars for employees previously trained. The update seminars will include opportunities for face-to-face dialogues involving an interchange of ideas, experiences, and solutions to problems in an equal opportunity context. Such seminars will include such topics as an update on recent case law and concerns related to police misconduct and nondiscriminatory provision of law enforcement services and activities.
- E. The Police Department will notify the DOJ of the APD's selection of the contractor(s) or other provider to assist in the design and implementation of the training programs set forth above. The DOJ will, at its option, confer with those responsible for the design, implementation, and continuity of such training programs. For initial training, the APD agrees to submit training program outlines, sample materials to be provided to trainers and program trainees, and the questionnaires to be used for evaluating the trainees' understanding of the contents of the training programs to the DOJ for review and approval 30 days prior to the commencement of training. For the annual update seminar, the APD will likewise provide the DOJ with any revisions to such materials for its approval before implementing the revisions. The APD agrees that DOJ representatives may attend scheduled training sessions and will inform DOJ of scheduled training locations, dates, and times.
- F. The Police Department shall review its existing training programs that it may wish to continue to provide (to the extent they are not contained in the programs covered in the preceding paragraphs) in cultural diversity, integrity and ethics, verbal de-escalation techniques, and the complaint/commendation process, to ensure that the standards and provisions set forth above are satisfied, and shall make modifications as necessary and appropriate. This review shall provide for ongoing input from minority community leaders and organizations.

- G. The review conducted by the Police Department pursuant to Section 8.F, above, shall also allow for ongoing input by the Department of Justice. Within 45 days of the effective date of this Agreement, the Police Department shall provide to the Department of Justice a detailed description of existing training programs it wishes to continue in cultural diversity, integrity and ethics, verbal de-escalation techniques, and the complaint adjudication process. Should the review conducted by the Police Department produce proposed modifications, information on the modifications shall be provided to the Department of Justice sufficiently in advance of the proposed implementation date to allow for DOJ review and comment. The Department of Justice shall review the information provided on existing programs and processes, and proposed modifications, and promptly provide written comments. Within 30 days of receiving such comments, the Police Department shall respond in writing to the Department of Justice setting forth in detail any modifications that will be implemented (including the timetable for implementation), and providing specific reasons for any decision to decline to implement (in whole or in part) any modifications recommended by the Department of Justice.

9. Complaint/Commendation Process - The Police Department shall ensure that it has in place a process by which persons may submit complaints or commendations about police officers and other Police Department employees is fully accessible to all persons, simple to use, fair, and effective.

- A. Displays in police station lobbies and City Hall shall provide information on the complaint/commendation process and relevant forms; information kits containing a written description of the complaint/commendation process and relevant forms shall be distributed to community leaders and organizations; explanatory materials and forms shall be prepared in those languages other than English spoken by residents of the City; provision shall be made for receiving complaints and commendations by telephone, mail, and facsimile transmission (in addition to in-person filings); and complaints may be filed by an individual other than the alleged victim of misconduct. All officers and employees shall be trained regarding the complaint/commendation process.
- B. Complaints shall be investigated and adjudicated in a fair and unbiased manner. The complainant shall be interviewed, except in the most limited circumstances, e.g., she or he cannot be located or the conduct of the interview would conflict with an ongoing criminal investigation. Within a reasonable period of time following the adjudication of a complaint, the complainant shall be advised by letter of the adjudicatory result including a summary of the reasons for the decision.
- C. Within 60 days of the effective date of this Agreement, the Police Department

shall review its complaint/commendation process. This review shall include an examination of the manner in which citizens are informed of their ability to submit commendations and discrimination complaints concerning APD staff and services, the procedures governing the filing, investigation, and adjudication of citizen misconduct complaints and Department or officer-initiated complaints (including any procedures for addressing or resolving complaints in an informal manner), the levels of potential discipline and standards governing which level is to be dispensed when a complaint is sustained, and the procedures for informing citizens who file complaints of the results of the investigatory and adjudicatory process. The Department of Justice also shall be provided with copies of complaint forms and the relevant laws, rules, policy directives, and contractual provisions.

- D. The review of the complaint/commendation process shall provide for ongoing input from minority community leaders and organizations. Should the review conducted by the Police Department produce proposed modifications, information on the modifications shall be provided to the Department of Justice sufficiently in advance of the proposed implementation date to allow for Department of Justice review and comment. The Department of Justice shall review the information provided on existing programs and processes, and proposed modifications, and promptly provide written comments. Within 30 days of receiving such comments, the Police Department shall respond in writing to the Department of Justice setting forth in detail any modifications that will be implemented (including the timetable for implementation), and providing specific reasons for any decision to decline to implement (in whole or in part) any modifications recommended by the Department of Justice.

10. Monitoring

- A. The Department of Justice will monitor this Agreement. In addition to the documents and materials specified in the preceding paragraphs, the Police Department will maintain for a period of three years from the effective date of this Agreement all records relating to the matters discussed above and make them available for review by the DOJ upon request.
- B. The Police Department shall provide to the DOJ all complaints (not including employment complaints) filed by members of the public, police officers, and the Police Department during the term of this Agreement, that allege discriminatory conduct, use of racial epithets, unauthorized force, unauthorized tactics, or unauthorized stops, searches, or arrests; all civil cases filed or resolved during the term of this Agreement, that concern conduct as police officers of sworn personnel of the Police Department; and all criminal cases filed or resolved during the term of this Agreement, that concern on-duty or off-duty conduct of

sworn personnel of the Police Department.

- C. The information provided shall include the date the misconduct complaint or civil complaint was filed; the name of the misconduct complainant or civil plaintiff; the complainant's or plaintiff's gender and race or national origin; the name of the officer that is the subject of the misconduct complaint, civil complaint, or criminal prosecution; the officer's rank, time on the force, gender, and race or national origin; the complaint or case number, and case caption; a summary of the alleged wrongful conduct, identifying the date when it allegedly occurred and location where it allegedly occurred; and the resolution or current status of the complaint, civil lawsuit, or criminal prosecution, including any disciplinary action taken.
- D. The first report containing the information outlined in paragraphs 10. B and C, above, shall be submitted six months after the effective date of this Agreement. Updates shall be provided thereafter every six months concerning new discrimination and other misconduct complaints, civil complaints, and criminal prosecutions, and concerning the status and resolution of misconduct complaints, civil lawsuits, and criminal prosecutions for which information previously was provided.

11. The Department of Justice may request additional documents and information based on the information provided by the Anycity Police Department, or based on events that occur during the term of this Agreement. The Department of Justice shall seek to place reasonable limits on the amount of any such additional information requested, and the Police Department shall make good faith efforts to promptly provide requested documents and information.

12. The Department of Justice shall review documents and information provided by the Anycity Police Department and shall provide its analysis to the Police Department at appropriate times and in an appropriate manner, consistent with the purpose of this Agreement to promote cooperative efforts.

13. This Agreement is a public document, and copies shall be provided to members of the public upon request at no charge. Immediately after the Agreement becomes effective, the Police Department shall issue a press release announcing the Agreement and announcing that copies of the Agreement are available to the public. The Police Department also shall immediately place, for three consecutive Sundays, in local newspapers (including those commonly subscribed to by the city's minority communities) a notice that announces the entry of this Agreement, states the commitment of the Police Department to carry out all law enforcement activities in a nondiscriminatory manner in compliance with Federal law, and advises that members of the public may submit complaints or commendations regarding police officers or other Department staff to the Police Department. Copies of the Agreement immediately shall be posted on all bulletin boards accessible to the general public located in

city hall and all police stations, and shall remain posted for the duration of the Agreement.

14. The Anycity Police Department agrees that it will not retaliate against any person because that person files a complaint, provides information or assistance, or participates in any other manner in an investigation or proceeding relating to this Agreement.

15. If at any time any party to this Agreement desires to modify it for any reason, that party shall notify the other parties in writing of the proposed modification and the reasons therefor. No modification shall occur unless there is written agreement by the Anycity Police Department and the Department of Justice.

16. This Agreement is enforceable through specific performance in Federal court. Failure by any party to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of its right to enforce other deadlines and provisions of this Agreement.

**[Note: For an Agreement following a formal violation finding, add the following provision as a separate paragraph:** Failure to comply with any of the terms of this Agreement constitutes a violation of Title VI and may lead to termination or suspension of Federal financial assistance or referral to the Department of Justice for litigation.]

17. This Agreement constitutes the entire agreement between the parties on the matters addressed herein, and no other statement, promise, or agreement, either written or oral, will be enforceable under its provisions.

18. Signatures

For the United States Department of Justice, Civil Rights Division, Coordination and Review Section:

\_\_\_\_\_  
Merrily A. Friedlander  
Chief  
Coordination and Review Section

\_\_\_\_\_  
Date

For the City of Anycity, US:

\_\_\_\_\_  
Charles Headcop  
Chief of Police  
Anycity, US

\_\_\_\_\_  
Date

**TAB 26**

**Pre-Letter of Findings Settlement Agreement**  
**Violation Letters of Findings for Compliance Reviews**  
**with**  
**Post-findings Settlement Agreements**

**(See also TAB 24)**



TAB 26

Pre-LOF Settlement Agreement



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sworn personnel of the Police Department.

- C. The information provided shall include the date the misconduct complaint or civil complaint was filed; the name of the misconduct complainant or civil plaintiff; the complainant's or plaintiff's gender and race or national origin; the name of the officer that is the subject of the misconduct complaint, civil complaint, or criminal prosecution; the officer's rank, time on the force, gender, and race or national origin; the complaint or case number, and case caption; a summary of the alleged wrongful conduct, identifying the date when it allegedly occurred and location where it allegedly occurred; and the resolution or current status of the complaint, civil lawsuit, or criminal prosecution, including any disciplinary action taken.
- D. The first report containing the information outlined in paragraphs 10. B and C, above, shall be submitted six months after the effective date of this Agreement. Updates shall be provided thereafter every six months concerning new discrimination and other misconduct complaints, civil complaints, and criminal prosecutions, and concerning the status and resolution of misconduct complaints, civil lawsuits, and criminal prosecutions for which information previously was provided.

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13. This Agreement is a public document, and copies shall be provided to members of the public upon request at no charge. Immediately after the Agreement becomes effective, the Police Department shall issue a press release announcing the Agreement and announcing that copies of the Agreement are available to the public. The Police Department also shall immediately place, for three consecutive Sundays, in local newspapers (including those commonly subscribed to by the city's minority communities) a notice that announces the entry of this Agreement, states the commitment of the Police Department to carry out all law enforcement activities in a nondiscriminatory manner in compliance with Federal law, and advises that members of the public may submit complaints or commendations regarding police officers or other Department staff to the Police Department. Copies of the Agreement immediately shall be posted on all bulletin boards accessible to the general public located in

city hall and all police stations, and shall remain posted for the duration of the Agreement.

14. The Anycity Police Department agrees that it will not retaliate against any person because that person files a complaint, provides information or assistance, or participates in any other manner in an investigation or proceeding relating to this Agreement.

15. If at any time any party to this Agreement desires to modify it for any reason, that party shall notify the other parties in writing of the proposed modification and the reasons therefor. No modification shall occur unless there is written agreement by the Anycity Police Department and the Department of Justice.

16. This Agreement is enforceable through specific performance in Federal court. Failure by any party to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of its right to enforce other deadlines and provisions of this Agreement.

*[Note: For an Agreement following a formal violation finding, add the following provision as a separate paragraph: Failure to comply with any of the terms of this Agreement constitutes a violation of Title VI and may lead to termination or suspension of Federal financial assistance or referral to the Department of Justice for litigation.]*

17. This Agreement constitutes the entire agreement between the parties on the matters addressed herein, and no other statement, promise, or agreement, either written or oral, will be enforceable under its provisions.

18. Signatures

For the United States Department of Justice, Civil Rights Division, Coordination and Review Section:

\_\_\_\_\_  
Merrily A. Friedlander  
Chief  
Coordination and Review Section

\_\_\_\_\_  
Date

For the City of Anycity, US:

\_\_\_\_\_  
Charles Headcop  
Chief of Police  
Anycity, US

\_\_\_\_\_  
Date



**TAB 26**

**Violation Letters of Findings for Compliance Reviews**

**and**

**Post-findings Settlement Agreements**



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, D.C. 20410-2000



August 14,

OFFICE OF THE ASSISTANT SECRETARY  
FAIR HOUSING AND EQUAL OPPORTUNITY

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr.  
Acting Executive Director  
The Housing Authority of the

SUBJECT: Letter of Findings of Noncompliance  
Title VI and Section 504 Compliance Review  
Housing Authority of the City  
Case File Number:

Dear Mr.

The Office of Fair Housing and Equal Opportunity has completed a review of the Federally-assisted, low-income public housing program (LIPH) and Section 8 program administered by the Housing Authority of the City (BHA). The review was conducted under the authority of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq. (Title VI), and the regulations issued thereunder, 24 CFR Part 1, and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504), and the regulations issued thereunder, 24 CFR Part 8.

The on-site visits to the BHA were conducted June 4-6, 199 and June 17-20, 199 . The areas of review included admission and continued occupancy policies, tenant selection and assignment, maintenance, program accessibility and reasonable accommodations. HUD interviewed 42 tenants and many of the BHA's employee staff.

As you know, BHA was designated a Troubled Public Housing Agency by the Department's Office of Public and Indian Housing (PIH) on April 14, 199 . Subsequently, the Department instituted a mentoring program utilizing the employees of the Regional Housing Authority , located in

As you are part of the mentoring program, we appreciate your efforts as the BHA Executive Director and your cooperation during the Title VI and Section 504 review. When the new BHA board members are appointed and inducted, we ask that you present them with a copy of this letter of findings.

Based upon the evidence, the Department finds that the BHA is a recipient of Federal financial assistance as defined by 24 CFR Part 1 and 24 CFR Part 8; the BHA is in noncompliance with Title VI and the Title VI regulations at 24 CFR § 1.4; and the

BHA is in noncompliance with Section 504 and the Section 504 regulations at 24 CFR §§ 8.4, 8.20, 8.21, 8.23, 8.24 and 8.25.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Title VI states that "...no person in the United States shall, on the ground 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." The findings of noncompliance with Title VI and its implementing regulations are based on the following evidence.

Segregation and Illegal Steering

The BHA administers 912 units of public housing and 25 Section 8 vouchers/certificates. Of approximately 790 occupied public housing units, there are 389 Black residents, 251 White residents, and 139 Other/Vietnamese.

The BHA steers Black and Vietnamese applicants to three developments, [redacted], and [redacted]. [redacted] is tenanted by 139 Black families, 2 White families, and 35 Other/Vietnamese families. [redacted] is tenanted by 1 Black family, 25 White families, and 72 Other/Vietnamese families. [redacted] is tenanted by 73 Black families, 17 White families and 16 Other/Vietnamese families.

The BHA administers 25 Section 8 vouchers/certificates. White families have 9 vouchers/certificates, Black families have 11 vouchers/certificates, and five vouchers/ certificates are currently being offered to applicants. At the time of the review, despite a significant number of Vietnamese families in the BHA's public housing, no Vietnamese families are participating in the BHA's small Section 8 program. There were seven families on the Section 8 waiting list, 5 Black families and 2 White families.

The BHA has a long history of racial segregation, dating back to the construction of [redacted], the designated "Black" project, in the 1940s. [redacted] remains tenanted by predominantly Blacks, and the BHA has apparently taken no affirmative steps to desegregate it. According to BHA staff members, White applicants do not ask for and are not offered units at [redacted].

Interviews with tenants revealed that BHA staff consistently offered Blacks housing at [redacted]. BHA tenants uniformly view [redacted] as the most undesirable BHA development.

Interviews with two Vietnamese tenants indicated that BHA staff either discouraged Vietnamese applicants from applying for [redacted].

the Section 8 program or did not inform Vietnamese residents about the Section 8 program. One Vietnamese tenant stated that, when he did not state a preference for a particular development, the BHA's Vietnamese translator, took him directly to Vietnamese applicants were steered to the and developments.

The racial segregation was further compounded by the BHA's practice of asking applicants where they preferred to live rather than following the Title VI requirements for tenanting public housing at 24 CFR § 1.4(b)(2)(ii). The management aide primarily responsible for taking and processing applications provided an affidavit admitting that she had been directed by her supervisor, the Director of Occupancy, to ask applicants if they had a preference for any particular BHA development.

The Director of Occupancy admitted that applicants were asked if they had a preference for a development. He stated that, if an applicant expressed a preference, BHA tried to accommodate it.

The BHA's receptionist, who also took applications for housing, confirmed that the BHA regularly asked applicants if they had a preference for a particular BHA development. However, the receptionist stated that, while White and Black applicants for housing stated a preference for BHA's better maintained developments in equal numbers, White applicants were placed in these developments in greater numbers than Blacks. She also stated that Vietnamese applicants, who expressed a preference for sites. or were assigned to those

In addition to the racial steering and segregation at and , investigators observed that White and Black tenants appeared to be segregated by floors at the development.

#### Disparate Treatment in the Application Process

There is evidence that the BHA treats Black applicants differently than White applicants in determining whether applicants are eligible for public housing in violation of 24 CFR § 1.4(b)(1)(v). HUD interviewed 24 Black tenants and 16 White tenants. During the application process, two Black male tenants stated that they were asked about their criminal records or to provide police reports during the BHA's application process. However, none of the White male tenants interviewed stated that they had been asked for police reports or their criminal records. This points to a disparity in the application process as to what documents are required from applicants based on race.

Disparate Treatment in the Length of Time an Applicant Must Wait for an Offer of Housing

There is a disparity in the waiting period for placement between White applicants and Black and Vietnamese applicants. The White tenants interviewed reported waiting on average less than one month for housing. The Vietnamese and Black tenants interviewed reported waiting on average at least two months for housing.

Disparate Treatment in the Conditions of the Developments and in the Provision of Maintenance Services

There is a disparity in the physical conditions of the (73% Other/Vietnamese), (79% Black), and (69% Black) developments and the physical conditions of the developments with a high percentage of White tenants, (68% White) and (72% White).

Historically, the development was predominantly tenanted by Blacks and very poorly maintained. However, since major renovations were completed, including the installation of central air conditioning in every unit, the number of White tenants occupying units has dramatically increased. The development is currently 58% Black, 27% White, and 15% Other/Vietnamese.

There is evidence that Black tenants are charged for normal wear and tear repairs, while White tenants generally are not charged. A BHA maintenance staff worker reported that the BHA discriminates against Blacks in the manner in which it assesses charges for damages and repairs at . The maintenance employee said the units were not "fit for a dog" when residents are moved into the units. Black residents were charged for repairs of normal wear and tear items and repair work not completed before the residents moved into their units at . The employee stated that he was removed from performing repairs at when he refused to write up the charges.

The investigators reviewed 627 routine work orders for the month of April, 1997. Of the 627 work orders, 187 were for repair work performed at the homes of Black residents, 142 were for repair work performed at the homes of White residents, and 48 were for repair work performed at the homes of Vietnamese residents. (One hundred twenty-five work orders were at either vacant units or the race of the resident could not be identified.) Of the 187 orders for repair work performed at the homes of Black residents, 60 families (32%) were charged for the work. Of the 48 orders for repair work performed at the homes of Vietnamese residents, 33 families (68%) were charged for the work. Of the 142 orders for repair work performed at the homes of White residents, 16 families (11%) were charged for the work.

Most of the minority tenants interviewed complained that the Maintenance Department responded very slowly, or not at all, to their requests for repairs. White tenants interviewed did not report any significant delays in response to their maintenance requests.

### Conclusion

The evidence demonstrates that the BHA treats Black and Vietnamese applicants and tenants differently because of their race or national origin. This pattern of disparate treatment is buttressed by evidence of racial animus on the part of

Chairman of BHA's Board of Commissioners. White BHA employees provided signed statements that Mr. [redacted] used racial epithets. One employee heard him use the terms "porch monkey" and "watermelon eater" when referring to Blacks. Two employees heard Mr. [redacted] refer to a Black former member of the BHA Board as an "affirmative action n\*\*ger" and refer to the Vietnamese member of the Board as a "slopehead." One employee heard Mr. [redacted] state, in reference to the applicants for the position of BHA Executive Director, "Every f\*\*\*ing n\*\*ger in [redacted] has applied for this job."

Mr. [redacted] denied making these statements.

### SECTION 504

Section 504 states that "...no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, 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." The findings of noncompliance with Section 504 and the Section 504 regulations at 24 CFR 8.4; 8.20; 8.21; 8.23; 8.24 and 8.25 are based on the following evidence.

### Illegal Inquiry into the Nature and Severity of an Applicant's Disability

The BHA's application for low income public housing contains a question inquiring into the nature and severity of the applicant's disability in violation of Section 504. The question included inquiries into the medical history of the applicant.

### Lack of Policies and Procedures regarding Section 504

In violation of 24 CFR § 8.53, the BHA did not maintain and could not provide any grievance procedures to provide for the prompt and equitable resolution of Section 504 complaints. Also in contravention of 24 CFR § 8.53, the BHA does not have a Section 504 coordinator.

### Failure to Provide Reasonable Accommodations

The BHA did not maintain and could not provide a reasonable accommodations policy for applicants for employment and housing, employees, and program beneficiaries.

The review identified several instances where the BHA did not provide reasonable accommodations to program beneficiaries with disabilities who requested accommodations. Specific findings with respect to this are listed below.

### Failure to Create Program Accessibility

When undertaking substantial alterations to its apartments, the BHA did not retrofit units to make them accessible for persons with disabilities. The BHA selected some dwelling units that could not be made accessible, such as second floor units in non-elevator buildings, and placed some accessible features in them. As identified below, alterations to units selected under the Comprehensive Grant program for accessibility modifications did not comply with Section 504 requirements and Uniform Federal Accessibility Standards (UFAS). The BHA's public and common use areas, such as administrative site offices and laundry rooms, are not accessible.

#### Specific Findings:

##### Apartment

The administrative office was not on an accessible route, and there were no accessible parking spaces for the office. Accessible parking spaces for the dwelling units are less than 96 inches wide. The laundry room is not on an accessible route, and there is no accessible washing machine.

The BHA listed Unit #24 as accessible; the accessible entrance to the unit is through the back door into the kitchen. The ramp leading to the unit is 36 inches wide with no handrail, causing an unprotected drop of approximately 18 inches at the top of the ramp. The bathroom is not useable by a person in a wheelchair; the distance between the basin and the opposing wall is 28 inches, making it difficult or impossible for a person who uses a wheelchair to use the toilet and the bathtub. It is likely that there is insufficient turning space for an individual using a wheelchair to go from the kitchen and bedroom into the living room.

The BHA listed unit #13 as accessible; the unit is on the second floor of a two-story building with no elevator. The unit is not accessible to persons with

mobility impairments.

Sidewalks in . . . are not accessible because of steps, cracks, and generally poor maintenance, making them impassable by wheelchairs.

    Apartments

The administrative office was not on an accessible route, and there were no accessible parking spaces for the office. Accessible parking spaces for the dwelling units are less than 96 inches wide. The laundry room is not on an accessible route, and there is no accessible washing machine.

The BHA listed - . . . unit #52 as accessible; the unit had minor and correctable access barriers. The threshold to the bathroom was not beveled. The entrance to the kitchen was only 30 inches wide.

The BHA listed L- . . . unit #46 as accessible. The bathroom is not accessible to persons who use wheelchairs because the distance between the stationary grab bars around the toilet and the wall is only 28 inches, preventing access to both the toilet and the bathtub. There is insufficient turning space in the kitchen.

The review team interviewed one resident who uses a wheelchair most of the time, although he can walk for short distances. The resident told us that he was originally housed in a second floor unit, ostensibly because it was the only unit available. He carried his wheelchair up and down the stairs. The resident now lives in a first floor unit, but the unit is not accessible. He must carry his wheelchair up the step at the entrance to the unit.

    Apartments

Accessible parking spaces for accessible dwelling units at . . . are less than 96 inches wide.

The BHA identified - . . . unit #8 as accessible. The review team was not able to view the interior of the unit. It appears that there is insufficient turning radius from the hall to access the dwelling.

    Apartments

The administrative office was not on an accessible route, and there were no accessible parking spaces for the office. Accessible parking spaces for the dwelling units are less than 96 inches wide. The laundry room is not on an



accessible route, and there is no accessible washing machine.

The review team interviewed a resident who uses a wheelchair and who lives in unit #42. The resident requested a ramp and an accessible route to the parking lot, laundry and on-site management office. The BHA did not respond to his request when modifications were being made pursuant to the Comprehensive Grant Program. Subsequently, the BHA installed a ramp at the entrance to the unit. However, the ramp was unsafe; it consisted of deteriorating plywood and cracked cement at the ends. Additionally, the unit is not accessible. The shelves in the kitchen are too high for persons who use wheelchairs. The entrance door threshold is 1 1/2 inches high and is not beveled. The bathroom door entry clear space is too narrow. The pipes under the kitchen sink are not insulated to protect the resident from getting burned.

While on-site, the review team informed the newly-appointed BHA maintenance staff about the deteriorating plywood ramp and cracking cement supporting it. Within a few hours of informing the BHA staff, BHA laborers visited #42 to examine the unit and began installing a temporary ramp which would be replaced by a proper permanent ramp. The laborers stated they would also paint the unit and install a new stove per the disabled resident's request.

The BHA housed a non-disabled resident in an accessible unit at #57, that did not need the accessible unit, despite the need of other residents with disabilities. The BHA has no policy on transferring families who do not need the features of accessible units to a non-accessible unit when the accessible unit is needed by a person with disabilities.

The BHA did not accommodate the resident at #10 who lives in a two-story inaccessible unit and had requested a one-story accessible unit as an accommodation for her mobility disability.

You may request a complete review of this letter of findings within 30 days of receipt, by mailing or delivering to \_\_\_\_\_, Director, Program Compliance Division, Office of Fair Housing and Equal Opportunity, 451 7th Street, S.W., Room \_\_\_\_\_, Washington, D.C. 20410, a written statement of the reasons why the letter of findings should be modified in light of supplementary information.

The Department would like to resolve this matter as soon as possible. Such resolution must be reduced to a written voluntary compliance agreement (VCA). The Department proposes that

conciliation efforts with you take place on August 19-21, 199 , in the BHA offices and that a Board meeting be scheduled for August 21, 199 to approve the VCA. A proposed VCA will be sent to you in advance for your consideration. If you have any questions, please contact attorney . at

Under the Freedom of Information Act, it may be necessary to release this document and related correspondence and records upon a third party's request. In the event that HUD receives such a request, we will protect, to the extent provided by law, personal information which, if released, would constitute an unwarranted invasion of privacy.

The Department appreciates your cooperation in this review.

Sincerely,

General Deputy  
Assistant Secretary  
for Fair Housing  
and Equal Opportunity

UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
THE OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

United States Department of  
Housing and Urban Development

v.

Housing Authority of the City of

**VOLUNTARY COMPLIANCE AGREEMENT**

I. Introduction

A. Under the authority of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d-1 ("Title VI"), and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 ("Section 504"), the United States Department of Housing and Urban Development ("HUD" or "the Department") conducted a compliance review of the Housing Authority of the City of ("the Authority" or "BHA"). The compliance review was conducted on June 4-6, 199 , and June 18-24, 199 , and focused on the BHA's application process, tenant selection and assignment policies and practices, program accessibility, provision of reasonable accommodations, and treatment of residents and applicants.

On August 14, 199 , the Department issued the attached letter of findings, see Appendix I, and concluded that the Authority was not in compliance with Title VI and Section 504 and their respective implementing regulations at 24 C.F.R. Parts 1 and 8.

This Voluntary Compliance Agreement ("Agreement" or "VCA") addresses the issues raised in the letter of findings and the BHA's responsibilities under the civil rights statutes enforced by HUD.

## II. General Provisions

A. This Agreement applies to all federally funded developments and related facilities that the BHA, its agents, successors, and assigns or beneficiaries own, control, operate or sponsor.

B. The BHA agrees to refrain from discriminating against any person in violation of Title VI, Section 504, and Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601-3619 (the "Fair Housing Act" or "the Act") and to refrain from retaliating against any person who has exercised his/her civil rights; has participated in any manner with respect to the above-referenced compliance review; or participated in any manner in protecting the civil rights of BHA's residents.

C. The Department may do an on-site review of the BHA's compliance with the provisions of this Agreement, and the BHA will grant the Department's employees access to its premises, records, and personnel with reasonable notice during normal business hours, during the pendency of this Agreement.

D. The effective date of this Agreement is the date of the last signature in section XII. This Agreement shall remain in effect for the period of five years following the date of execution, unless HUD determines that the Agreement must be

revised or extended based on its review of the BHA's performance under the Agreement and notifies the BHA to this effect prior to the expiration date. The Department will monitor the BHA's efforts at implementation of this Agreement and revise the Agreement based on the performance of the BHA.

E. By its acceptance of this Agreement, the BHA agrees to waive its right to request a review of the letter of findings, issued on August 14, 199 .

F. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Title VI, Section 504, the Fair Housing Act, or any other federal, state, or local civil rights statute or authority. This Agreement does not create any private right of action for any person or class of persons not a party to this agreement.

G. This Agreement does not affect the ability of HUD to take action under appropriate statutory or regulatory authorities.

H. This Agreement is a public agreement. A copy of this Agreement and all reporting data BHA generates to comply with this Agreement shall be made available to any person in accordance with law. BHA shall provide a copy of this Agreement to any person upon request. BHA shall provide a copy of reporting data it generates to comply with this Agreement to any person upon request in accordance with State of Mississippi Freedom of Information procedures.

I. The BHA shall, at its own expense, contract with a translator of the Vietnamese language to translate all policies, procedures, and communications with residents set forth in this Agreement. Vietnamese and Vietnamese-American residents and applicants will receive a copy in Vietnamese and a copy in English of all policies, procedures and forms.

J. The BHA shall submit all documents, policies, procedures, lists, plans, reports, and assessments produced under this Agreement for written approval to Fanny Chestnut-Hairston, Director of the Office of Fair Housing and Equal Opportunity's Program Operations and Compliance Center, HUD Office, Federal Building, and , Director of the Office of Public Housing, Street or their successors.

K. Within 30 days of the effective date of this Agreement the BHA will designate an Agreement Administrator who will report to the Executive Director and the Department. The term of the Agreement Administrator will be for the term of the Agreement. The Agreement Administrator will coordinate the BHA's compliance with the requirements with Title VI and the Fair Housing Act and will have the responsibility for seeing that all the provisions of this Agreement are implemented and for coordinating the VCA activities with the Section 504 Coordinator( see Section VIII of this Agreement) and the Complaints Administrator (see Section II.

L. of the Agreement). The Agreement Administrator will devote on average, over the term of this Agreement, at least fifty percent (50%) of his/her time to this assignment.

L. Within 30 days of the effective date of this Agreement, the BHA will employ or appoint a Complaints Administrator who will report to the Executive Director and who will serve as a point of contact for any of the BHA's residents who have complaints about the BHA's policies, procedures, practices or services or who experience racial or ethnic harassment as a result of accepting a transfer to a different BHA development. The Complaints Administrator shall be responsible for coordinating the actions the BHA will take under its anti-harassment and discrimination policy set forth later in this Agreement; for coordinating with the Agreement Administrator and the Section 504 Coordinator; and for implementing the procedures set forth in Section IX and Appendix VI.

### III. Policy Against Discrimination

The BHA hereby adopts the policy statement against discrimination and retaliation found at Appendix II, expressing its condemnation of discrimination and retaliation. The Authority will develop procedures it will use to inquire into incidents of harassment occurring on Authority property, including referral to law enforcement authorities, which may include the Department, the United States Department of Justice or the Federal Bureau of Investigation and local law enforcement officials when appropriate. The BHA shall submit their

procedures to the Department for its written approval of the procedures. Within 60 calendar days of the Department's written approval of these policies and procedures, the Authority will distribute it to its employees and residents utilizing the notification process set forth in Paragraph X.

IV. Tenant Selection and Assignment and Remedial Transfers

A. Within 60 days of the effective date of this Agreement, the BHA shall adopt Admissions and Continued Occupancy policies and a Tenant Selection and Assignment Plan substantially similar to the Sample Admissions and Continued Occupancy Policy at Appendix III. The BHA shall submit its new Admissions and Occupancy policies and its Tenant Selection and Assignment Plan for written approval in accordance with Section II. J. of this Agreement.

B. Within 45 days of the effective date of this Agreement, the BHA shall develop for distribution to all African-American Vietnamese and Vietnamese-American residents at the . . . . . and . . . . . developments a letter informing them that, as a result of HUD's findings of pervasive racial segregation by the BHA and this Agreement resolving those findings, they are eligible for transfer to all other BHA developments. The letter shall include a form which residents may return to the BHA if they want a transfer. The form shall elicit information relevant to determining what size unit is appropriate for the resident and whether the resident needs an accessible unit. The letter shall state that residents should



return the transfer form to the BHA central office or BHA on-site management offices at . . . and . . . developments and it shall advise residents that they will be placed on the waiting list based on the date and time they originally applied for BHA housing. The BHA shall determine the date and time from the information on the Family Characteristics Report (HUD Form 50058) that is in each residents' file.

C. The BHA shall submit this letter and transfer form described in paragraph B above to the Department for written approval in accord with section II.J. of this Agreement. Within 15 days of HUD's written approval, the BHA shall distribute the letter and transfer form to all African-American, Vietnamese and Vietnamese-American residents at the . . . and . . . developments.

D. The BHA shall create a Remedial Waiting List consisting of the transfer forms it receives pursuant to Section IV B. The BHA shall collect these transfer forms from residents for a period of three months following the date the letter and transfer form is distributed to residents. Forms shall be accepted at the central office or the on-site management offices. The Remedial Waiting List shall then be organized pursuant to paragraph IV. B. and residents on the Remedial Waiting List shall be eligible for any of the BHA's available units except for those at Bayou Auguste, East End and Bayview.

E. Residents on the Remedial Waiting List will receive one transfer offer, unless a refusal of the offer would constitute a

**hardship** as defined by the BHA's Tenant Selection and Assignment and Plan. In the case of a refusal due to hardship the resident's name will be placed on the bottom of the Remedial Waiting List. A refusal of a second offer will result in the resident's removal from the Remedial Waiting List. The letter to the residents should advise them of this **one offer policy** and the fact that the BHA will be improving the conditions at \_\_\_\_\_ and \_\_\_\_\_, so that residents may make an informed decision as to whether to transfer.

F. The BHA shall pay all costs associated with these remedial transfers, including moving expenses and utility deposits.

G. Within 60 days of the effective date of this Agreement, the BHA shall develop for distribution to all its residents who live in projects other than \_\_\_\_\_ or \_\_\_\_\_ a letter which advises them that they may request a desegregative transfer from their developments to \_\_\_\_\_ or \_\_\_\_\_. This letter shall be submitted to the Department for written approval and shall be distributed to the residents within 30 days of the Department's approval. The BHA will make its best efforts to facilitate any desegregative transfers that are requested.

H. The only exception to provisions in IV. D. will be for current residents and applicants (including those on BHA's regular waiting list) who need accessible units. Applicants who need accessible units must be offered accessible units before

they are offered to any residents on the Remedial Waiting List who do not need accessible units.

V. Compensation for Discriminatory Maintenance Charges

A. Within 90 days of the effective date of this Agreement, the BHA agrees to establish a fund, minimally in the amount of \$10,000.00, to fully compensate African-American and Vietnamese residents who were discriminatorily charged by the BHA for maintenance work on their units since January 1, 1990. (Examples of discriminatory maintenance charges include but are not limited to: charges for the installation of smoke detectors; charges for maintenance done to prepare units for initial occupancy; charges for maintenance problems for which the resident was not responsible; and improper maintenance overcharges.) Following the establishment of this fund, the BHA and the Department and/or its designee, shall jointly review the BHA's records and will prepare a list of claimants who may be entitled to compensation. This compensation list shall be submitted to HUD for its examination and written approval in accord with section II.J. of this Agreement.

B. Within 60 days of HUD's written approval of the list described in A. above, the BHA shall reimburse those residents who were subjected to discriminatory maintenance charges.

C. If the BHA and the Department determine that the total amount of all the claims exceeds the amount of funds available, the victims will be paid on a prorated basis to be approved by the Department in accord with Section II. J. of this agreement.

D. The BHA agrees to retain all maintenance records currently in its possession for the five year period of this Agreement.

VI. Desegregation

A. Within 120 days of the effective date of this Agreement, the BHA shall contact all families with children residing at the Beauvoir Beach and Back Bay developments and inform them that they may be eligible for relocation to an appropriately sized unit in the front of the complex. Thereafter, as vacancies occur in the Beauvoir Beach and Back Bay developments, the BHA shall take affirmative steps to transfer these families with children to appropriately sized units located in the front of these two developments.

B. As vacancies occur in the development, the BHA shall take affirmative steps to desegregate the floors of the development.

C. No family currently residing in the or developments will be involuntarily moved to comply with this section of this Agreement. The BHA's desegregation efforts under this section shall take place as units become vacant and new leases for those units are executed.

D. The BHA shall submit an annual report on its desegregation efforts under this subsection to the Department in accord with section II.J. of this Agreement.

## VII. Physical Assessments and Improvements

A. The BHA, with the assistance of PIH or PIH's designee shall do an immediate assessment of the physical condition of \_\_\_\_\_ and \_\_\_\_\_, including a survey to detect the presence of asbestos and lead based paint. Based on the assessment these sites should be targeted for immediate remedial actions, including extensive rehabilitation and the introduction of additional amenities (air conditioning, improved laundry facilities, etc.) to improve the quality of life for the residents.

B. The BHA shall submit its assessment of the \_\_\_\_\_ and \_\_\_\_\_ developments and a plan and a budget for making the improvements within 120 days of the effective date of this agreement for written approval in accordance with section II. J. of this Agreement.

C. Immediately upon approval of the plan and the budget described in B above, the BHA shall start taking the remedial actions set forth in the plan. Priority shall be given to remedial actions at the \_\_\_\_\_ development.

## VIII. BHA Section 8 Assistance

A. Within 60 days of the effective date of this Agreement, the BHA shall draft a letter to inform BHA residents and applicants of housing opportunities available through the BHA'S public housing and Section 8 programs and submit the letter to the Department for written approval in accordance with section II.J. of this Agreement.

B. The letter shall further state that, pursuant to HUD's findings of discrimination by the BHA and the subsequent conclusion of this Agreement, current residents of BHA public housing, who are willing to sign a declaration under oath that they were not notified by the BHA or its representatives of the Section 8 program, may contact the BHA to be placed on the Section 8 waiting list. The letter shall clearly state the limited nature of the BHA's Section 8 program (25 certificates/vouchers) and the annual turnover for these vouchers and certificates so that a resident can make an informed decision concerning his or her chances to be a participant in the program.

C. Within 30 days of the Department's written approval of the letter, the BHA shall distribute the letter to all its residents.

D. The BHA shall place all residents who contact the BHA pursuant to this provision on the Section 8 waiting list according to the date and time on which they originally applied for housing with the BHA. The BHA shall determine the date and time from the information on the Family Characteristics Report (HUD Form 50058) which is in each residents file

E. The BHA retains the right to contract with Regional Housing Authority to administer its Section 8. However the provisions of this section will still apply.

VIII. Reasonable Accommodations and Accessible Housing

A. The BHA hereby adopts the policy statement at Appendix IV with respect to reasonable accommodations and discrimination on the basis of disability.

B. The BHA shall make every effort to ensure that all communications with applicants or residents under this policy will be in a format or language appropriate to meet the communication skills of the individual requesting the accommodation. Any meetings required by this policy will be held in a location physically accessible to the person seeking an accommodation. To fulfill its statutory obligation to provide a reasonable accommodation, the BHA agrees to adopt the procedures set forth in Appendix V.

C. Within 30 days of the effective date of this Agreement, the Acting Executive Director shall designate a Section 504/ADA Coordinator to administer issues relating to accessibility of housing and reasonable accommodations, and to coordinate VCA activities with the Agreement Administrator and Section 504 issues with the Complaints Administrator. The BHA shall notify HUD of the person designated.

D. Within 45 days of the appointment of the Section 504 coordinator, the BHA will provide the necessary reasonable accommodations and modifications for the disabled residents residing in the units listed in the "Specific Findings" in the August 14, 199 letter of findings attached as Appendix I.

E. Within 60 days of the appointment of the Section 504 coordinator, the BHA, with the assistance of the Department or its designee, shall survey all public housing residents to determine if any resident needs an accessible dwelling unit or needs accessible features added to their current unit. Prior to conducting the survey, the BHA, with the assistance of the Department's Offices of FHEO and PIH (or its designee), shall provide training to the persons conducting the survey and to the site managers on the nondiscrimination requirements of Section 504. After completing the survey, the BHA shall develop a plan with timetables for completing all of the requests for reasonable accommodations identified during the survey. This plan shall be submitted to the Department for written approval in accord with section II.J. of this Agreement.

F. The BHA shall, within 90 days of the appointment of the Section 504 coordinator, conduct an evaluation of its policies, procedures, and practices to determine whether they discriminate against persons with disabilities, and shall correct any problems. The Department or its designee, will provide the BHA with technical assistance in this reviewing process.

G. Within 60 days of the appointment of the Section 504 coordinator, the BHA shall revise its lease to advise residents who are housed in accessible units and who do not need the accessible features that they may be required to transfer to a different dwelling unit should a person with disabilities need the accessible features of the unit.



H. Within 120 days of the appointment of the Section 504 coordinator, the BHA shall complete an accessibility survey of its housing stock and public and common use areas. The survey must be designed to identify each dwelling unit that is fully or partially accessible, barriers to accessibility in the public and common use areas, and solutions to providing accessibility. The Department or its designee, will provide the BHA with technical assistance to complete this accessibility survey.

I. Within 30 days of the completion of the accessibility survey, the BHA shall prepare a Transition Plan incorporating specific accessibility changes to assure that a minimum of five percent of the dwelling units at each site are accessible to persons with disabilities in accordance with 24 CFR § 8.32 and HUD Notice PIH 90-48. The Transition Plan shall include timeframes for compliance and must be submitted for written approval to the Department in accord with section II.J.

IX. Complaint Procedure

The BHA hereby adopts the internal grievance procedure for the prompt and equitable resolution of complaints, including, but not limited to, complaints alleging housing or employment discrimination found at Appendix VI. The adoption of this grievance procedure shall not prevent residents or employees from filing discrimination complaints with the Department or any other civil rights agency.

X. Resident and Community Notification

A. Within 60 days of the effective date of this Agreement, the BHA will distribute to current residents of the BHA a copy of the policies, without signature page two, found at Appendices II and IV and the inquiry procedures referenced in Section III of this Agreement.

B. Within 60 days of the effective date of this Agreement, the BHA shall also distribute to all residents or recipients of the BHA housing assistance a letter summarizing the grievance procedure at Appendix VI, notifying them of their rights and responsibilities under the procedure, and providing them with a copy of the procedure. The BHA shall distribute a copy of the letter and procedure in English and Vietnamese to all Vietnamese and Vietnamese-American residents. The letter must be submitted in advance of distribution, to the Department, for written approval, in accord with section II.J. of this Agreement.

C. Within 45 days of the Department's written approval of its policies against discrimination and its new tenant selection and assignment policies and procedures for handling discrimination complaints, the BHA will advertise in a newspaper of general circulation in \_\_\_\_\_, and then in any other media outlets that may reach large segments of the African-American or Vietnamese community to advise the public of its new policies and procedures. To fulfill its responsibilities, under this provision the BHA may utilize radio and TV public service announcements, and notifications in church bulletins and newsletters. The notifications and media outlets to be utilized

must be submitted to the the Department for written approval in accord with section II.J. of this Agreement prior to publication.

D. Within 15 days of the effective date of this Agreement, the BHA will display Fair Housing posters to be provided by HUD in prominent locations in the BHA's central office lobby, in the community center, on-site management offices, and development laundry facilities.

E. Within 45 days of the effective date of this Agreement, the BHA shall advertise in a newspaper of general circulation in , , and then in any other media outlets that may reach large segments of the African-American or Vietnamese community that the BHA will maintain a list of local civil rights organizations interested in the operations of the BHA, and that interested groups should notify the BHA Executive Director in writing if they wish to receive notice of its actions and activities, and BHA Commission meetings. The BHA will provide 14 days notice of its regular Board meetings to any group that responds in writing to that advertisement. The notifications and media outlets to be utilized must be submitted to the the Department for written approval in accord with section II.J. of this Agreement prior to publication.

#### XI. Employee Education and Training

A. HUD or its designee, in conjunction with the BHA will provide an educational program for all employees within 60 days of the effective date of this Agreement on all matters relating

to their responsibilities under Title VI, the Fair Housing Act, Section 504, and the provisions of this Agreement.

B. Within 15 days of the educational program date of this agreement, the BHA will distribute the policies found at Appendices II, IV, V, and the inquiry procedures referenced in Section III of this Agreement to all its employees. Each employee shall sign and date the policies at Appendices II and IV, acknowledging that (s)he has received, read and understood the letter and has received instructions and training as described in the preceding paragraphs. Signed and dated copies of the policies shall be retained in each employee's personnel file as evidence of the BHA's compliance with this provision and of the employee's knowledge of the terms of the policies.

C. Each new employee of the BHA hired after the effective date of this Agreement, will be provided with the policies at Appendices II, IV, V, and the inquiry procedures referenced in Section III of this Agreement. This will occur within 5 days of the date (s)he commences employment with the BHA. A signed and dated copy of Appendices II and IV shall be retained in the employee's personnel file as evidence of the BHA's compliance with this provision and of the employee's knowledge of the terms of the policy. BHA shall include training on the employee's responsibilities under this Agreement and the civil rights authorities as part of its orientation of new employees.

## XII. Recordkeeping and Reporting

A. For a period of five years from the effective date of this Agreement, the BHA shall continue to maintain records required under HUD regulations, which disclose all individuals who apply for housing and the manner in which each applicant is treated, i.e., whether said individuals are accepted or rejected and the basis for any rejection. In addition, the BHA shall maintain all the BHA resident files, including applications for residency, rental agreements or leases, notices and letters to residents, and notices of termination, along with any and all material relating to the BHA's desegregation efforts and the racial composition of its project sites.

B. During the upgrading of the BHA's computerized recordkeeping and reporting systems, the Department and the BHA will work together to develop systems to supply computerized reports that will satisfy the Department's need for appropriate electronic reporting information, including reports under this VCA. This Agreement will be modified to reflect any advancements in the BHA's recordkeeping or reporting abilities.

## XIII. Effect of Noncompliance With This Agreement

The parties intend to resolve their disputes with respect to noncompliance with this agreement in a timely and efficient manner. The Department may take any of the following actions for noncompliance.

A. Any act(s) or omission(s) of a BHA employee that violates the terms of this public agreement may serve as grounds for HUD imposing debarment, see 24 CFR § 24.300; suspension, see 24 CFR § 24.400; or limited denial of participation, see 24 CFR § 24.705.

B. Any act(s) or omission(s) that violates the terms of this public agreement may serve as grounds for HUD declaring a breach of the annual contributions contract (ACC) with respect to some or all of BHA's functions.

C. Any act(s) or omission(s) that violates the terms of this public agreement may serve as grounds for HUD withholding some or all of BHA's grant. See 24 CFR § 968.335.

D. Any act(s) or omission(s) that violates the terms of this public agreement may serve as grounds for HUD referring the matter to binding arbitration pursuant to the rules and procedures of the American Arbitration Association and judgment on the award rendered by the arbitrator may be entered in federal court. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone charges, court costs, and witness fees.

E. Any act(s) or omission(s) that violates the terms of this public agreement may serve as grounds for the United States

to seek specific performance of any or all of the provisions of this agreement in federal court.

F. Any act(s) or omission(s) that violates the terms of this public agreement may serve as grounds for the Department to conduct a compliance review under Section 504 of the Rehabilitation Act or Title VI of the Civil Rights Act.

G. Any act(s) or omission(s) that violates the terms of this public agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.

H. The acts set forth in this Section are not mutually exclusive and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

I. Nothing contained herein prevents or restrains the BHA from challenging any actions taken or threatened to be taken by HUD pursuant to this agreement or otherwise.

XIV. Signatures

For the United States Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity





September 30, 1999



OFFICE OF THE ASSISTANT SECRETARY  
FOR FAIR HOUSING AND EQUAL OPPORTUNITY

OVERNIGHT DELIVERY - FEDERAL EXPRESS

Mr.  
Executive Director  
Housing Authority

SUBJECT: Letter of Findings of Noncompliance  
Title VI and Section 504 Compliance Review  
Housing Authority  
Title VI Case Number:  
Section 504 Case Number:

Dear Mr. . . . .

The Department of Housing and Urban Development has completed a review of the low-income public housing program (LIPH or public housing) and the Section 8 certificate and voucher program (Section 8) administered by the . . . . . Housing Authority (PCHA). The review was conducted under the authority of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq. (Title VI), and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504).

Title VI states that "no person in the United States shall, on the ground 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." Section 504 states 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."

The Department conducted on-site visits to PCHA in July, August and September 1999. The Department also conducted an occupancy audit and will issue that report separately. In the course of the investigation, HUD interviewed 64 tenants, 63 Section 8 applicants, and 15 PCHA employees and focused on PCHA's application taking, tenant selection and assignment, provision of maintenance services, program accessibility, and access to facilities and community centers.

## BACKGROUND

PCHA administers 645 units of low income public housing (public housing). PCHA owns and operates two LIPH family developments: (185 units) and formerly (200 units); and two elderly developments: (100 units) and (110 units). Under a management contract with the Housing Authority (DHA), PCHA also manages 50 units (30 family/20 elderly) of public housing at the development.

PCHA administers 2,490 Section 8 certificates and vouchers. New recipients of PCHA's certificates and vouchers may utilize them to obtain private rental units in all unincorporated areas of and all municipalities (cities), except the cities of and that are also in

PCHA also manages two housing developments, (475 units) and (236 units),<sup>2</sup> under a management contract with Housing Corporation (PLVHC). PLVHC, established in 198 , is a non-profit agency and instrumentality of PCHA, and owns and PCHA's Executive Director is the general manager of PLVHC and makes day-to-day decisions for PLVHC.

According to data PCHA reported to the Multifamily Tenant Characteristics Support System (MTCS), the average income of families in PCHA low income public housing as of April 1997 is \$7,284. MTCS data also showed that 79.0% of PCHA tenants had annual incomes of less than \$10,000, and 17.0% had incomes between \$10,001 and \$15,000. According to the 1990 Census, there are 98,544 County households with incomes below \$15,000. They are 88.0% White, 10.7% African-American, and 1.3% other. The racial composition of the 56,913 County households

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<sup>1</sup>This is the information given to new recipients of vouchers and certificates. However, pursuant to a 1992 cooperation agreement with the Housing Authority of PCHA is authorized to administer its Section 8 Program "within that portion of the corporate limits of the City of located north of Avenue North from Street west to and that portion located west of 49th Street from 38th Avenue to the north city limits of the City

<sup>2</sup>PCHA is currently substantially renovating and is not housing new residents during the renovations.

with incomes below \$10,000 is 86.0% White, 12.5% African-American, and 1.4% other.

## FINDINGS

The Department finds that PCHA is in noncompliance with Title VI, and Section 504. Specifically, PCHA excludes African-American elderly families from its elderly low income public housing developments and Section 8 program; tolerated a racially hostile environment at the \_\_\_\_\_ and \_\_\_\_\_ developments; perpetuated the past effects of segregation in its two family developments, \_\_\_\_\_ and \_\_\_\_\_; treats residents in the predominantly African-American development, \_\_\_\_\_ differently than other residents because of their race; and fails to provide program accessibility.

- I. *Exclusion of African-American Elderly from PCHA Programs*
- A. Discrimination Against African-American Elderly Families in Low Income Public Housing

PCHA's elderly developments, \_\_\_\_\_ and \_\_\_\_\_, are almost exclusively White. These developments are adjacent and are overseen by the same site manager. Currently, only one African-American tenant resides in PCHA's 210 units of elderly public housing; PCHA's elderly public housing is 0.05% African-American.

A review of applications in the tenant lease coordinator's desk drawers indicated that 10.0% of the elderly applicants for PCHA's public housing were African-American.<sup>3</sup> The racial composition of low income elderly households<sup>4</sup> in \_\_\_\_\_ County is 93.6% White, 6.0% African-American, and 0.5% other.

The elderly public housing developments of the \_\_\_\_\_ Housing Authority (SPHA) and the \_\_\_\_\_ Housing Authority (CHA) serve larger percentages of African-American elderly than PCHA does. While PCHA's elderly public housing developments are 0.05% African-American, SPHA's one

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<sup>3</sup>During the Department's on-site visit, PCHA could not produce a waiting list of applicants. When asked for the waiting list, the Department was directed to the file drawer of \_\_\_\_\_ applications. The file drawers contained applications filed by bedroom size, but not in any determinable order.

<sup>4</sup>Demographic references to "low income elderly" are to households with a person 55 years of age or older with an annual income below \$15,000. According to MTCS data, 100% of PCHA households in \_\_\_\_\_ and 95% of households in \_\_\_\_\_ have incomes of less than \$15,000.

elderly development is 51.0% African-American and CHA's three elderly developments are 19.6% African-American.

Since 1987, only four of PCHA's 210 elderly public housing units have been rented to African-American elderly tenants. HUD investigators interviewed three of the four African-American tenants who have lived in [redacted] and [redacted] since 1987. The African-American tenant, who currently resides at [redacted], has lived there since November 1991. She does not report encountering problems at [redacted]. However, the two African-American former tenants stated that they had experienced incidents of racial harassment while living at those developments.

One African-American elderly woman, who currently lives at [redacted] lived at [redacted] in 1991. She told investigators that she did not feel safe while living at [redacted] because she was attacked by two White youths who tried to rob her. She believes that the attack was racially motivated. She reported the incident to PCHA management office. She said that it was this incident that prompted her request for a transfer out of [redacted] in January 1992.

Another African-American tenant and her now deceased husband lived in [redacted] from the Fall of 1991 through April 1992. The widow told HUD staff that from the couple's first weeks at [redacted] they were harassed by other residents who called them "n\*\*gers." She also said that their cars were vandalized (broken windows, slashed tires, and salad dressing thrown onto their vehicle), their bedroom window was broken, eggs were thrown at their door, and mail taken from their mailbox. The couple could not identify who was harassing them. PCHA employees witnessed some of the damage, including fecal matter at the couple's door.

The site manager stated that the couple repeatedly complained of vandalism and racial harassment. He also stated that PCHA never conducted an investigation of the incidents. PCHA officials asked the couple to contact the police. Records confirm that the couple contacted the police and filed reports in June 1991 and March 1992. In April 1992, PCHA transferred the couple to [redacted] for medical reasons.

PCHA tolerated a racially hostile environment at these developments, did not take action in response to allegations of racial harassment, did not conduct investigations of the incidents, and did not provide adequate security for its African-American elderly residents at [redacted] and [redacted].

While some African-American elderly tenants are being housed at the [redacted] family development, those tenants do not

have access to the variety of programs available at PCHA elderly developments. Those programs, provided under the auspices of Neighborly Senior Services, include: congregate meals, Meals-on-Wheels, medical services, bingo, arts and crafts, parties, shopping, and extensive referral services. These services are not offered at PCHA's family developments. The exclusion of African-American elderly from PCHA's elderly developments not only denies housing to African-American elderly residents, but also denies them the opportunity to receive the benefits of these services.

## B. Section 8

### 1. Exclusion of African-American elderly families from the Section 8 Program

PCHA excludes African-American elderly families from its Section 8 program. African-American elderly residents of told HUD investigators that PCHA never informed them about the Section 8 program.

PCHA administers 2,490 certificates and vouchers: 1,402 are utilized by the elderly, and 1,088 by families. Of the 1,402 elderly residents receiving PCHA Section 8 assistance, 1,322 (94.0%) are White and 56 (4.0%) are African-American. Asians and Hispanics comprise less than 1.0% each, and the races of 18 (1.0%) are unknown. While only 4.0% of PCHA's elderly Section 8 recipients are African-American, the Clearwater and St. Petersburg Housing Authorities' elderly Section 8 population are 28.0% and 37.0% African-American, respectively.

### 2. Special treatment of White elderly Section 8 applicants

PCHA allows White elderly persons to apply for and obtain Section 8 assistance when PCHA's waiting list is closed to all other applicants. PCHA takes applications from persons who are already living in or who have been notified that they will be accepted at several predominantly White elderly assisted housing developments in . Individuals from these developments are not placed on PCHA's Section 8 waiting list, and their applications for Section 8 assistance are taken at times when PCHA's waiting list is closed.

A PCHA Section 8 tenant lease coordinator told HUD staff that she takes applications from (99% White), (96% White) and (96% White in Section 8 units). The coordinator gave HUD staff a list of three other assisted housing developments where Section 8 tenant-based certificates and vouchers are used. These developments are (85% White), (97% White), and (97% White).

The White applicants from these developments receive Section 8 assistance ahead of persons of all races with earlier dates and times of application who are on the waiting list. This diversion of resources to White elderly prevents or delays African-American elderly families and African-American families with children on the waiting list from receiving Section 8 assistance.

PCHA maintains a resource list of landlords who accept Section 8 vouchers. This list is provided to certificate and voucher holders to help them locate available housing in the area. With the exception of \_\_\_\_\_, the other elderly developments discussed above are not on the resource list. This practice results in PCHA steering eligible African-American elderly away from these predominantly White sites.

### 3. Exclusion of African-American Elderly from \_\_\_\_\_

PCHA manages the \_\_\_\_\_ (475 units) development under a management contract with \_\_\_\_\_ (PLVHC). PLVHC is a non-profit agency and instrumentality of PCHA, and owns \_\_\_\_\_. PCHA's Executive Director is the general manager of PLVHC and is in charge of PLVHC's daily operations.

Applications for PCHA's Section 8 program are accepted at \_\_\_\_\_.<sup>5</sup> are maintained at this site, and are maintained in a separate waiting list for this development. On September 5, 1997, the \_\_\_\_\_ Section 8 Waiting List contained 253 applicants with the following racial composition: 51.0% White, 0.8% African-American, 1.2% Hispanic, and 47.0% unidentified.<sup>6</sup> During HUD's on-site review, the site manager stated that the total population of \_\_\_\_\_ is 488, of whom three (0.01%) are African-American.

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<sup>5</sup>This is a dual application for both Section 8 assistance and admission to \_\_\_\_\_. The site manager reported in August 1997 that \_\_\_\_\_ has a total of 473 units used for housing, of which 456 are occupied by persons receiving Section 8 assistance.

<sup>6</sup>At that time, PCHA had three other Section 8 waiting lists: Section 8 Vouchers, Section 8 Certificates and Section 8 Existing.

II. Exclusion of Non-Elderly African Americans from Section 8 Assistance

Of the 2,490 certificates and vouchers that PCHA administers, 494 (20%) are utilized by African-American participants. This contrasts with CHA which has 40% and SPHA which has 77% of its Section 8 assistance utilized by African-American participants. African-American families receiving Section 8 assistance constitute 18% of PCHA's total Section 8 recipients, whereas African-American families make up 36% and 73% of CHA and SPHA's total Section 8 recipients.

PCHA does not advertise the opening of its Section 8 waiting list in the minority media and does not conduct outreach to minority organizations.<sup>7</sup> When specifically asked by the HUD staff about outreach to minority organizations or churches, a PCHA employee stated that PCHA did not do any outreach to the minority community to let them know about opening the Section 8 waiting list.

Despite the lack of outreach to the minority community, more than half of the 63 applicants waiting in the Section 8 application line on the morning of August 4, 199 , the date PCHA opened its waiting list, were African-American. The racial composition of those waiting suggests that African American interest in the Section 8 program exceeds the proportion of their representation in this PCHA program.

III. Disparate Treatment of African Americans in PCHA Family Low Income Housing

A. Perpetuation of Segregation

Historically, the racial composition of residents of (formerly ) has been almost exclusively African-American. Statistical data collected by HUD show the racial composition of : occupied units to be: 100% African-American in 1983, 91% African-American in 1990, and 98% African-American in 1993. MTCS data show the racial composition of as of April 1997 to be: 95% African-American, 3% White, and 2% Asian or Pacific Islander. The (AI) characterizes the area, where is located, as an area where African-American households gravitated because of customs and ordinances in surrounding towns that

<sup>7</sup>Contrary to the Family Outreach section of its Administrative Plan (page 1-3 of 5),

encouraged racial discrimination and segregation.<sup>6</sup> AI at page 7.

Previous HUD reviews show the racial composition of PCHA's other family development, to have been predominantly White. Statistical data collected in those reviews show the racial composition of occupied units to be: 91% White in 1983, 83% White in 1990, and 85% White in 1993. The February 27, 1997 Annual Report for reported its racial composition as: 70% Caucasian, 16% Hispanic, 12% Black, and 2% "Oriental." MTCS data as of April 1997 show the racial composition of to be 83% White, 14% African-American and 1% Asian or Pacific Islander.

During the Department's July 1997 on-site visit, HUD determined that is now 11% White, 83% African-American, 4% Hispanic, and 2% Other. is currently: 67% White, 16% African-American, 13% Hispanic, and 4% Other.

A review of the move-in data from January 1 through July 22, 1997, shows a departure from the historical patterns at the family developments. During that time period, only 51% of the move-ins at were African-American. To the contrary, 66% of the move-ins were White, which is consistent with the historical data.

PCHA's Admissions and Continued Occupancy Policy (ACOP) provides that "The Authority shall maintain a one offer system. The applicant at the top of the community-wide list holding a Federal Preference shall be offered an appropriate unit at the location containing the largest number of vacancies." ACOP at page 16. PCHA submitted the ACOP to HUD for approval on November 5, 1992, and the ACOP is still in effect although PCHA has eliminated the federal preferences and created local preferences.

Interviews with PCHA staff and a review of the records revealed that PCHA did not maintain a waiting list, and did not assign units to applicants based on the one-offer system. Neither the current PCHA Tenant Lease Coordinator nor her predecessor adhered to the "one offer" system. The current Tenant Lease Coordinator stated that when she notifies an applicant for a family unit that a unit in their bedroom size is

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<sup>6</sup>The AI identifies racial segregation as a fair housing problem, including "racial segregation within local public housing authority developments as well as the location of some of these developments in low- and moderate-income communities, creating concentration of lower-income households." AI at page 21.



available,<sup>9</sup> she informs the applicant of all the available units at PCHA's two family developments. If units are available only at one family development but the applicant prefers the other development, the Tenant Lease Coordinator keeps the applicant at the top of her file and calls when a unit is available in the development the applicant prefers. This practice allows the Tenant Lease Coordinator to give applicants more than one offer despite the Authority's written policy.

A review of tenant files disclosed that many tenant leases had notations showing preferences for \_\_\_\_\_ or \_\_\_\_\_. The current Coordinator stated that if an applicant has requested a unit in a particular development, she notes that request on their application by writing "FV" if the applicant prefers \_\_\_\_\_, or "RV" if the applicant prefers \_\_\_\_\_. Site preferences appeared on applications of both White and African-American applicants.

The former Tenant Lease Coordinator also utilized a system of tenant assignment which deviated from the "one offer" system. The former Coordinator told applicants, who had completed formal applications, about all vacancies in their required unit size. This practice also resulted in PCHA giving applicants more than one offer.

PCHA's departure from the one-offer system perpetuated the historical pattern of segregation of PCHA's two family public housing developments through 1991. While the January-July 1991 move-in numbers demonstrate that PCHA's use of an ad hoc multiple offer system was breaking this historical pattern, departure from the one-offer system set forth in the ACOP violates program rules and 24 C.F.R. § 1.4(b)(2)(ii).

B. Failure to Allow \_\_\_\_\_ Residents to Transfer Into the Section 8 Program

Tenants (elderly and nonelderly) residing in \_\_\_\_\_ are effectively excluded from the Section 8 program. PCHA's

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<sup>9</sup>In standard tenant assignment practice, such an applicant would be one who was at the top of the waiting list. However, prior to HUD's occupancy review conducted in July 1991, PCHA was not maintaining a waiting list. Instead, the PCHA Tenant Lease Coordinator worked from file drawers that contained application forms filed by bedroom size and year submitted. A review of the files showed that they were not in any determinable order.

Executive Director has stated that he rarely approves transfers of PCHA public housing residents to the Section 8 program.<sup>10</sup>

Interviews with African-American PCHA tenants at confirmed that they understood that it would be impossible for them to apply for the Section 8 program because they live in public housing. These tenants stated that PCHA officials informed them either (1) that they were not eligible for Section 8 if they were already living in public housing, or (2) that they had to live for a year out of public housing (thus forcing them to move out) before they could apply for Section 8 assistance.

PCHA's policy and practice of not allowing tenants to apply for the Section 8 program because they already lived in subsidized housing violates HUD program regulations<sup>11</sup> and results in the exclusion of African-American residents living in from PCHA's Section 8 program.

### C. Terms and Conditions in Family Developments

#### 1. Maintenance

PCHA's policy throughout its public housing developments is to charge tenants for "tenant abuse items" but not normal wear and tear. The standard maintenance charge is \$7.30/half hour. HUD reviewed the maintenance policies at and

A comparison of these policies indicates that tenants are allowed to perform minor maintenance to avoid the \$7.30/half hour labor cost, whereas tenants are prohibited from performing minor repairs. PCHA maintenance workers perform preventative maintenance monthly at , but the policies do not indicate similar services are provided there. These differences in policy have the effect of subjecting tenants in to higher maintenance costs and fewer free maintenance services than residents of

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<sup>10</sup>PCHA Local Preference No. 6 requires the Executive Director to approve such transfers.

<sup>11</sup>See 24 C.F.R. § 982.205(c)(1).

## 2. Lawn Care Policies

PCHA charges tenants \$1 per month for lawn mowing,<sup>12</sup> whereas residents are required to provide or pay for their own individual lawn maintenance for both the front and back yards. Residents are required to mow their lawns periodically or pay a \$10.00 fine per occurrence for non-compliance, in addition to a charge for PCHA mowing. Rainbow Village tenants also stated that they are also fined \$10.00 per violation for not keeping their lawn mowers and lawn care equipment inside their units.

PCHA provides no storage facilities for tenants' lawn maintenance equipment, so lawn mowers must be stored inside their units. Two residents complained that they had to purchase their own topsoil and grass seed even though the front lawn was barren when they moved in. One tenant, whose front lawn was destroyed by a fire set by vandals, had to pay to have the debris removed and to have branches cut down. She also had to pay to regrass the entire front yard.

## 3. Trash/Garbage Removal

tenants and those at PCHA's elderly sites have several large communal dumpsters throughout the common areas. These tenants are not responsible for purchasing and managing their own outdoor trash cans or subject to fines for trash policy violations related to the placement of their trash cans and lids. tenants do not pay fines for trash and garbage violations. They are only required to pay the cost of PCHA maintenance time to clean up the garbage or trash.

The trash/garbage policy applicable to residents is more stringent than that in effect at and the elderly sites. The written policy, effective April 7, 1997, provides that PCHA staff will inspect and pick up trash in common areas daily, and also conduct daily inspections of tenants' yards and porches for the following violations: trash, cars parked on the grass, trash cans in the yard on a non-trash day, missing trash can lids (unless a trash item is too tall to close the lid), unacceptable furniture on the porch, landscaping and building materials in yard without the manager's approval.

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<sup>12</sup>This same charge is levied at PCHA's elderly public housing sites.

tenants are issued 24 hour warnings to correct violations, except for discarded mail and flyers. PCHA imposes fines (usually \$10.00 per day, except \$6.60 per day for missing trash can lids) if the problem is not remedied within 24 hours. If the problem persists for three days from the issuance of the 24 hour warning, PCHA will take corrective action for the tenant, and charge the tenant for the action as well as fines that have accrued. Tenants are fined \$1.00 for each piece of discarded mail or flyer bearing a tenant's name that PCHA staff pick up anywhere on the housing development's grounds. There is no opportunity to cure such violations before the imposition of a fine.

tenants explained that they are charged \$10.00 per day/occurrence when they do not immediately remove their trash cans from the front yard on trash days or if the can is in the yard on non-trash days. Tenants stated that maintenance men periodically "patrol" the neighborhood reporting these infractions of the trash policy to management who then record it onto the rent logs and the fine is collected with the tenant's rent. The rent logs show that some tenants have been charged for trash in their yards in amounts ranging from \$10.00 to \$150.00.

#### 4. Exclusion from Community Center and Other Facilities

Interviews of tenants indicated that use of the community center and playgrounds by the Club, Girls Club, and Head Start have deprived them of use of these facilities. One tenant stated that children could not use the site playgrounds because of their use by the Club and Girls' Club and the tenants' inability to pay fees required to participate in these programs.

Similarly, PCHA has leased the Community Center to the Head Start program. residents do not have access to the community center for its Tenant Association's meetings, parties or other activities.

Tenant Association President was told to turn in her keys to the Community Center. As a result, the Tenants' Association must meet off-site.

### IV. Section 504

#### A. Failure to Make Reasonable Accommodations

PCHA failed to make reasonable accommodations to tenants. PCHA has no policy with respect to either offering tenants reasonable accommodations or responding to tenant requests for reasonable accommodations.

PCHA received several requests from its residents who needed ramps to their dwelling unit to accommodate their disability. PCHA's policy is to treat these requests the same as tenant requests for installations, additions and/or modifications to the premises, whereby site managers approve the alterations, but alterations are done at tenant expense. PCHA staff confirmed that ramps for disabled tenants could be installed, but tenants, not PCHA, would bear the expense of ramp installation.

Interviews with site managers indicated that bathroom grab bars are provided to elderly tenants, at PCHA expense. However, it is not clear whether these grab bars are permanent or "portable." Portable grab bars do not meet the requirements of the Uniform Federal Accessibility Standards.

#### B. Unlawful Inquiries Regarding Disability

PCHA uses policies and procedures and other methods of administration that have the purpose and effect of screening out or otherwise discriminating against persons with disabilities. Specifically, the Authority's application materials make unlawful inquiries into the nature and severity of applicants with disabilities. For example:

- i) The "Verification of Disability/Handicapped" form asks for the nature of the disability.
- ii) The form also asks when the disability began.
- iii) The "Preliminary Application" form asks for the nature of the disability.
- iv) The "Preliminary Application" form asks whether the applicant or spouse have been hospitalized in the past three years.
- v) The "Preliminary Application" form asks whether the applicant or spouse has participated in a drug abuse or an alcohol abuse program.
- vi) The "Preliminary Application" form asks "can you take a second floor apartment (walk up steps)"
- vii) The "Health Maintenance Record" form asks 1) if there are any allergies, 2) what routine medicines are taken, 3) if there is a special diet, and 4) if there are hearing problems.

Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Fair Housing Act prohibit such unlawful use of inquiries or other methods of administration that discriminate against persons with disabilities.

C. Lack of Grievance Procedures and Section 504 Coordinator

PCHA does not maintain any grievance procedures to provide for the prompt and equitable resolution of Section 504 complaints. PCHA's May 26, 1994 grievance policy defines "grievance" as "any dispute which a tenant may have with respect to the Public Housing Agency (PHA) action or failure to act in accordance with the individual tenant's rights, duties, welfare or status." Since PCHA leases make no reference to a disabled tenant's right to receive reasonable accommodations to PCHA's policies, procedures or dwelling units, the grievance policy does not serve as a mechanism to resolve Section 504 complaints..

Also in contravention of 24 C.F.R. § 8.53, PCHA does not have a Section 504 coordinator. When asked who serves as PCHA's Section 504 Coordinator, the Executive Director responded: "I guess that would be me."

D. Needs Assessment, Transition Plan, Structural Changes to Housing Facilities

On April 12, 1995, PCHA notified the Department's office that it would complete the Section 504 work by May 15, 1995 to comply with an existing Section 504 Voluntary Compliance Agreement. However, PCHA has failed to come into compliance.

PCHA did not consider the needs of all its tenants and applicants, including those with hearing and visual impairments, in determining the number of units that needed to be made accessible. Nor did the Authority complete structural changes to the common areas and its housing facilities consistent with § 8.25(c).<sup>13</sup> HUD staff observed that modifications have not

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<sup>13</sup>Units at \_\_\_\_\_ were recently rehabilitated (remodelled) using Comprehensive Grant Program (CGP) funds. The work completed included installation of central air conditioning, new kitchen cabinets, new stoves and new refrigerators, as well as repainting. Tenants were moved out of units while this work was done. Since 5% of \_\_\_\_\_ units are not fully accessible, pursuant to 24 C.F.R. § 8.23 (b) (1), the newly-installed kitchen cabinets would all have to meet UFAS standards.

been made to some PCHA common areas. Interviews with PCHA staff revealed that portable grab bars have been provided to elderly tenants, and ramps to units have been installed at tenant expense.

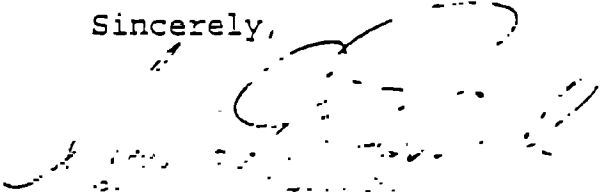
You may request a review of this letter of findings within 30 days of receipt, by mailing or delivering to Director, Program Compliance Division, Office of Fair Housing and Equal Opportunity, 451 7th Street, SW, Room 20410, Washington, DC 20410, a written statement of the reasons why the letter of findings should be modified in light of supplementary information.

The Department would like to resolve this matter as soon as possible. Such resolution must be reduced to a written voluntary compliance agreement (VCA). The Department proposes that conciliation efforts with you take place on October 15-16, 199 in the Department's office. A proposed VCA will be sent to you in advance for your consideration. If you have any questions, please contact attorney at

Under the Freedom of Information Act, it may be necessary to release this document and related correspondence and records upon a third party's request. In the event that HUD receives such a request, we will protect, to the extent provided by law, personal information which, if released, would constitute an unwarranted invasion of privacy.

The Department appreciates your cooperation in this review.

Sincerely,



General Deputy Assistant  
Secretary for Fair Housing  
and Equal Opportunity

UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
THE OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE

I. Introduction

Under the authority of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d-1 ("Title VI"), and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 ("Section 504"), the United States Department of Housing and Urban Development ("HUD" or "the Department") conducted a compliance review of the Housing Authority ("the Authority" or "PCHA".) The compliance review was conducted July through September 199 , and focused on the PCHA's application taking process; tenant selection and assignment; and maintenance services, as well as the physical accessibility of PCHA housing and facilities.

On September 30, 199 , the Department issued a Letter of Findings and concluded that the Authority was not in compliance with Title VI and Section 504 and their respective implementing



regulations at 24 C.F.R. Parts 1 and 8. On October 31, 199 , PCHA responded by filing a Request for Review of the Letter of Findings setting forth therein that PCHA disputed many of the facts in the Letter of Findings.

While the PCHA makes no admission to any past violations, , the PCHA agrees to enter into this Voluntary Compliance Agreement ("Agreement" or "VCA") which addresses the issues raised in the Letter of Findings and the PCHA's Request for Review, and the PCHA's responsibilities under the civil rights statutes HUD enforces.

## II. General Provisions

A. This Agreement applies to all federally-funded developments and related facilities that the PCHA, its agents, successors, non-profit corporations, and assigns or beneficiaries own, control, operate or sponsor.

B. The PCHA shall refrain from discriminating against any person in violation of Title VI, Title VIII of the Civil Rights Act of 1968 ("the Fair Housing Act"), 42 U.S.C. §§ 3601-19; Section 504, and the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101-17, and shall refrain from retaliating against any person who has exercised his/her civil rights; has participated in any manner with respect to the above-referenced compliance review; or has participated in any manner in protecting the civil rights of PCHA's residents.

C. The Department may conduct an on-site review of the PCHA's compliance with the provisions of this Agreement, and the

PCHA will grant the Department's employees access to its premises, records, and personnel for this purpose.

D. The effective date of this Agreement is the date of the last signature in Section XV. This Agreement shall remain in effect for the period of five years following the date of execution, unless the Department (1) determines that this Agreement must be revised, reduced, or extended based on HUD's review of the PCHA's performance under this Agreement or as a result of HUD findings made following any HUD public housing management, occupancy, financial or maintenance reviews or Section 8 management review of PCHA; and (2) notifies the PCHA to this effect prior to the expiration date. The Department will monitor the PCHA's implementation of this Agreement. After notification, negotiation, and consultation with PCHA, the Department may amend the Agreement based on the performance of the PCHA implementing the Agreement. HUD may extend timeframes in this Agreement prior to their expiration after consideration of PCHA's good faith efforts to meet the original timeframe and factors that PCHA asserts, in writing, will prevent it from meeting the original timeframe.

E. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Title VI, Section 504, the Fair Housing Act, the ADA, or any other federal, state, or local civil rights statute or authority. 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 the Department to take other action under appropriate statutory or regulatory authorities.

G. This Agreement is a public agreement. A copy of this Agreement and all reporting data PCHA generates to comply with this Agreement shall be made available to any person in accordance with law. PCHA shall provide a copy of this Agreement to any person upon request. PCHA shall provide a copy of reporting data it generates to comply with this Agreement to any person upon request in accordance with the State of Florida Freedom of Information procedures.

H. The PCHA shall submit two copies of all documents, policies, procedures, lists, plans, reports, and assessments produced under this Agreement to the Department for written approval: one copy to \_\_\_\_\_, Director, Program Operations and Compliance Center, Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, \_\_\_\_\_, or her successor or designee, and one copy to \_\_\_\_\_, Director, Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, \_\_\_\_\_, or her successor or designee.

I. Within 100 days of the effective date of this Agreement, the PCHA will employ an Agreement Administrator who will report directly to the Chair of the PCHA's Board of Commissioners, or a Commissioner-designee selected by the Board of Commissioners. Within 100 days of the effective date of this Agreement, the Agreement Administrator will commence his/her responsibilities. The term of the Agreement Administrator will be for the term of the Agreement.

The Agreement Administrator will coordinate the PCHA's compliance with the requirements of Title VI, Section 504, the Fair Housing Act, and the ADA, and will be responsible for (1) implementation of the provisions of this Agreement; (2) serving as the Section 504 Coordinator (see Section IX of this Agreement); (3) serving as a point of contact for PCHA residents and housing applicants who (a) complain about alleged discriminatory or different treatment with respect to the PCHA's policies, procedures, practices or services or the implementation of this Agreement, or (b) claim to have experienced harassment in the PCHA's low income public housing and Section 8 certificate/voucher programs; (4) implementing the PCHA's anti-harassment and discrimination policy set forth in Section III.A and Appendix I of this Agreement; and, (5) coordinating the activities of PCHA personnel who will provide assistance to the Agreement Administrator in implementing this Agreement. The PCHA shall assign sufficient staff to report to the Agreement Administrator so that he/she can successfully accomplish these

objectives. The PCHA shall select the Agreement Administrator using the procedures set forth below.

Within 15 days of the effective date of this Agreement and before the Agreement Administrator position is advertised, the PCHA shall provide the position description, job advertisement, list of publications where the advertisement will be placed, and salary level (no less than \$60,000.00 per year) to HUD for written approval in accordance with Section II.H of this Agreement. The Agreement Administrator must be knowledgeable about Title VI, Section 504, the Fair Housing Act, and the ADA. Within 10 days of the Department's approval of the position description, job advertisement, the list of publications where the advertisement will be placed, and the salary level, the PCHA shall advertise the position in national and local publications of general circulation and circulation within the public housing industry. The job announcement for the Agreement Administrator shall remain open for applications for a minimum of 30 days. The PCHA must submit the selection of the Agreement Administrator to the Department, in accordance with Section II.H of this Agreement, for written approval.

Prior to the Agreement Administrator commencing his/her duties, the PCHA Board of Commissioners shall select a PCHA staff member to coordinate the PCHA's compliance with this Agreement and to report to the Board Chair or a Commissioner-designee selected by the Board of Commissioners concerning the implementation of this Agreement.

### III. Policy Against Discrimination

A. The PCHA hereby adopts the policy statement against discrimination and retaliation found at Appendix I, expressing its condemnation of discrimination, harassment, and retaliation. The PCHA shall immediately notify its staff by written memorandum, and inform all residents and applicants of this policy by postings in PCHA's central office, site offices, common areas, laundry rooms, and recreation centers and through publication in the next monthly newsletter of each PCHA public housing development.

B. The Authority will develop procedures it will use to inquire into incidents of harassment occurring on Authority property, including referral to law enforcement authorities, which may include the Department, the United States Department of Justice, the Federal Bureau of Investigation, or local law enforcement officials. Within 30 days of the effective date of this Agreement, the PCHA shall submit its procedures to the Department, in accordance with Section II.H of this Agreement, for written approval.

Within 60 days of the Department's written approval of these policies and procedures, the Authority will distribute the procedures and the policy statement found at Appendix I to its employees and residents. PCHA shall notify its residents by distribution at the time rental payments are made, and hand delivery to any residents who do not sign for a copy of the procedures and policy statement when paying rent at their

respective site management office. PCHA shall maintain a record showing that each resident has received a copy of the procedures and policy statement. PCHA shall notify its employees by providing them a copy of the procedures and policy statement. Each employee shall sign and date a statement acknowledging that he/she has received, read, and understood the procedures and policy statement. Signed and dated copies of this statement shall be retained in each employee's personnel file as evidence of the PCHA's compliance with this section of the Agreement and of the employee's knowledge of the procedures and policy statement.

IV. Relief for Victims of Racial Harassment by Third Parties

A. Within 10 days of the effective date of this Agreement, the PCHA shall offer each of the two individuals described on page 4 of the Letter of Findings an opportunity to apply for a PCHA Section 8 certificate or voucher on a priority basis. The PCHA shall notify each of the individuals in writing, by hand delivery (for which each individual shall sign a receipt), that he/she is eligible to receive priority for a Section 8 certificate or voucher, provided they meet the minimum statutory eligibility criteria for the Section 8 program. The letter will inform the individuals that they have 30 days from their receipt of the letter to contact the PCHA to apply for their priority Section 8 certificate or voucher, and that the PCHA will (a) provide for movement of household goods, upon request, to a dwelling unit of their choice within the PCHA's area of

jurisdiction for which they are eligible that meets Section 8 requirements, (b) refund, for use in making the security deposit on the new Section 8 unit, the returnable portion of the resident's public housing security deposit; and (c) provide a payment, for use in making the security deposit on the new Section 8 unit, of the difference between the resident's public housing security deposit and the security deposit that is charged by the new Section 8 landlord.

The PCHA will follow this letter with a telephone contact by a PCHA Section 8 tenant lease coordinator who will provide a complete briefing on the Section 8 certificate/voucher program to both individuals. If either or both individuals indicate an interest, during that meeting or at any other time during the 30-day period referenced above, in applying for the priority Section 8 certificate or voucher, the tenant lease coordinator shall assist them in filling out the Section 8 application.

B. The PCHA shall process such application(s) for priority Section 8 assistance on an expedited basis. The PCHA shall issue the concerned individuals the first available Section 8 certificate or voucher (whichever they choose) available after the determination of eligibility (see Section V.G.1), and provide them with PCHA's listings of landlords who will accept Section 8 certificates/vouchers. If the individuals are issued a certificate/voucher and find a unit of their choice in the PCHA's jurisdiction which meets Section 8 requirements, the PCHA shall provide in a timely manner: (i) movement of household goods,



upon request, to that dwelling unit; (ii) a refund, for use in making the security deposit on the new Section 8 unit, of the returnable portion of the resident's public housing security deposit; and (iii) a payment, for use in making the security deposit on the new Section 8 unit, of the difference between the resident's public housing security deposit and the security deposit that is charged by the new Section 8 landlord to enable these individuals to move into a new Section 8 dwelling unit of their choice in the PCHA's jurisdiction which meets the Section 8 requirements.

C. The PCHA shall report monthly to the Department, in accordance with Section II.H and Section XIII.A of this Agreement, what steps the PCHA has taken to fulfill the requirements of this Section IV and submit any written documentation of the steps that pertain thereto, (e.g., including correspondence with the individuals concerned, completed applications, receipts, etc.) until such time as (1) the concerned individuals have declined in writing to accept the certificate or voucher in the timeframes provided in Section IV.A; (2) they have failed to find a unit with their certificate/voucher; or (3) they have moved into dwelling units utilizing a Section 8 certificate/voucher and PCHA has provided the assistance set forth in Section IV.A.

V. Tenant Selection and Assignment and Remedial Actions

A. Closing of Waiting Lists

Immediately upon the effective date of this Agreement, the PCHA will place a display advertisement in the \_\_\_\_\_ an \_\_\_\_\_ stating that effective on the date of the advertisement the PCHA has closed the waiting list to applicants for its low income public housing program. A copy of the advertisement should be posted at all places where PCHA accepts applications, including the central office and the manager's office at PCHA's public housing developments. PCHA also shall notify all social service and welfare agencies, minority and advocacy groups, and public housing authorities in \_\_\_\_\_ that PCHA has closed its low income public housing waiting list.

Upon the effective date of this Agreement, the waiting list for PCHA's Section 8 certificate/voucher program shall remain closed until reopening pursuant to paragraph V.D.2 or V.E.3, except for the purpose of acceptance of applications from (1) the individuals identified in Section IV and V.G of this Agreement, and (2) families eligible for the HUD/VASH and Family Unification programs.

B. Cessation of Tenanting Activities and Issuance of New Section 8 Certificates and Vouchers

Immediately upon the effective date of this Agreement, the PCHA will cease filling all vacant public housing units, except for any transfers of PCHA public housing tenants. In addition, except for (1) the two priority Section 8 certificates or

vouchers provided for in Section IV.A, and (2) certificates or vouchers issued for the HUD/VASH and Family Unification programs to eligible applicants already on the PCHA Section 8 waiting list, the PCHA will cease issuing Section 8 certificates or vouchers. This provision does not affect the PCHA's administration of portability assistance pursuant to 24 C.F.R. § 982.355.

C. Notice and Comment on the Adoption of Revised Local Preferences

Immediately upon the effective date of this Agreement, the PCHA will place a display advertisement in the \_\_\_\_\_, and \_\_\_\_\_ and notify all social service and welfare agencies, and minority and advocacy groups in the \_\_\_\_\_ area that the PCHA will be changing its local preferences for both the low income public housing program and the Section 8 program. The advertisement and notices shall contain all of the information set forth in Appendix II, and seek written comments from the public within thirty days of publication of the advertisement setting forth the new proposed local preferences. Within 40 days of the effective date of this Agreement, PCHA shall submit the written comments and any proposed revisions to the local preferences to HUD for written approval in accordance with Section II.H of this Agreement. The PCHA shall schedule a special Board of Commissioners' meeting within 10 days of PCHA's receipt of HUD's approval to adopt the new local preferences, as amended after the consideration of

public comments. These preferences shall remain in effect for one year from the effective date of this Agreement.

D. Review and Restructuring of Existing Public Housing Applications and the Section 8 Waiting Lists

1. Within 15 days of the effective date of this Agreement, PCHA agrees to commence cooperating with HUD in restructuring its low income public housing and Section 8 certificate/voucher waiting lists. PCHA will provide HUD access to all applications and computer and manual lists relating to all waiting lists for both the low income public housing and Section 8 certificate/voucher programs so that HUD, with assistance from PCHA staff, can 1) review the existing applications and waiting lists, 2) remove all applications which reflect a date and time of application when the waiting list was closed, and 3) prepare the applications for creation of new waiting lists as soon as the new local preferences are adopted pursuant to Section V.C.

2. Recognizing the interests of both PCHA and HUD in minimizing the length of time that PCHA will be unable to issue Section 8 certificates/vouchers and fill vacant low income public housing units with new applicants, the PCHA and HUD agree to work together, before the effective date of the Contract or Interagency Agreement (see Section V.E), to attempt to recommence these activities as soon as possible after the adoption of the new local preferences set forth in Section V.C.

With respect to PCHA's Section 8 certificate/voucher program, PCHA may opt to submit, after adoption of the revised local preferences and prior to the commencement of the Contract

or Interagency Agreement (see Section V.E), a new consolidated Section 8 waiting list reflecting the new local preferences adopted pursuant to Section V.C to HUD for approval, in accordance with Section II.H. PCHA may resume issuing new Section 8 certificates and vouchers after it receives HUD's written approval of this new Section 8 waiting list. HUD shall monitor the issuance of Section 8 certificates and vouchers until HUD turns over its materials to the Contractor or Agency pursuant to paragraph V.E.2. After consultation with PCHA, HUD shall determine and inform PCHA at the time of its approval of the waiting lists, the procedure(s) HUD will utilize to monitor the issuance of new Section 8 certificates and vouchers during this time period.

With respect to PCHA's low income public housing program, PCHA may opt to submit, after adoption of the revised local preferences and prior to the commencement of the Contract or Interagency Agreement (see Section V.E), (a) a new consolidated low income public housing waiting list reflecting the new local preferences adopted pursuant to Section V.C to HUD for approval, in accordance with Section II.H, (b) a revised Tenant Selection and Assignment Plan (TSAP), and (c) procedures for operating a "one-offer system" and handling interdevelopment transfers.

Within 10 days of PCHA's receipt of HUD's written approval of the TSAP, the PCHA Board of Commissioners shall adopt the TSAP. After adoption of the TSAP and PCHA's receipt of HUD approval of the revised waiting list for the low income public

housing program and the procedures for operating the "one-offer system" and handling interdevelopment transfers, the PCHA can begin to fill vacant units in its public housing developments with new applicants from the waiting list. HUD shall monitor these activities until HUD turns over its materials to the Contractor or Agency pursuant to paragraph V.E.2. After consultation with PCHA, HUD shall determine and inform PCHA at the time of its approval of the waiting lists, if not sooner, how HUD will monitor these occupancy functions during this time period.

3. The PCHA shall utilize the "one-offer system" provided for in the TSAP adopted pursuant to either paragraph V.D.2 or V.F.2 for the duration of this Agreement. The procedures for operating the "one-offer system" and handling interdevelopment transfers developed pursuant to paragraph V.D.2 may be amended with HUD approval, in accordance with Section II.H of this Agreement.

E. Contract or Interagency Agreement

1. Within 60 days of the effective date of this Agreement, the PCHA will enter into a contract with a nationally-recognized firm ("Contractor") with extensive experience in public housing and Section 8 occupancy issues, or an Interagency Agreement with a high-performing Housing Authority ("Agency"), to obtain technical assistance concerning the administration of the PCHA's occupancy function for both the low income public housing and Section 8 programs for a period not to exceed two years. The

Contractor or Agency's tasks, set forth in the Statement of Work at Appendix III, will include reform of the tenant selection and assignment policies for PCHA's public housing and its tenant selection and admissions policies for its Section 8 programs. The statement of work may be amended, at HUD request and with HUD written approval, to address the findings, if any, made following any HUD public housing management, occupancy, financial or maintenance reviews or Section 8 management review of PCHA.

Pursuant to the Contract or Interagency Agreement, the Contractor or Agency will direct the administration of the PCHA's occupancy function for at least six months or until such time as the PCHA's records and various waiting lists for low income public housing ("LIPH" or "public housing") and Section 8 are administered in accordance with this Agreement. The Contractor or Agency will report to the Chair of the PCHA Board of Commissioners or a Commissioner-designee appointed by the Board of Commissioners. The Contract or Interagency Agreement will be renewable for an additional year if HUD determines that PCHA requires additional assistance in administering its application taking and tenant selection and admission process in compliance with Title VI, the Fair Housing Act, Section 504, the ADA, and public housing and Section 8 program regulations.

2. The Department shall review and approve the PCHA's request for procurement, have a representative sit on the review panel, and approve the Board of Commissioners' selection of a Contractor or Agency. After the PCHA's receipt of notification

that the Department has approved the Contract or the Interagency Agreement that the PCHA and the Contractor or Agency have executed, the PCHA shall immediately give the Contractor or Agency complete and total access to its computerized and hard copy records pertaining to applicants for the PCHA's public housing and Section 8 programs, including the work done in accordance with Section V.D of this Agreement. HUD shall make staff available to answer any questions that the Contractor or Agency has concerning HUD's efforts pursuant to Section V.D.

3. Within 30 days of the execution of the Contract or Interagency Agreement, the Chair of the Board will submit a revised and consolidated waiting list for PCHA's low income public housing program, a low income public housing program transfer priority list, and a revised and consolidated waiting list for PCHA's Section 8 certificate/voucher program to HUD for approval in accordance with Section II.H. These lists shall reflect the local preferences adopted pursuant to Section V.C and include the names of all persons who have selected and qualify for housing options in accordance with Section V.G of this Agreement. Immediately upon PCHA's receipt of HUD's approval of these lists, the PCHA shall utilize these lists for purposes of filling vacant units in its public housing developments and issuing Section 8 certificates and vouchers.

F. Policies

1. Unless previously submitted pursuant to paragraph V.D.2, the PCHA Board of \_\_\_\_\_ shall submit, within 45



days of the effective date of the Contract or Interagency Agreement, a revised Admissions and Continued Occupancy Policy ("ACOP") and a Tenant Selection and Assignment Plan ("TSAP") to HUD for written approval in accordance with Section II.H of this Agreement. The ACOP and TSAP shall provide for a "one-offer system" for the duration of this Agreement, and shall provide for interdevelopment transfers. Within 10 days of PCHA's receipt of HUD's written approval of the ACOP and TSAP, the PCHA Board shall adopt the ACOP and TSAP.

2. Within 45 days of the effective date of the Contract or Interagency Agreement, the PCHA Board shall adopt a revised Administrative Plan for the Section 8 Program. The Administrative Plan will require the PCHA to maintain one, consolidated Section 8 waiting list. The PCHA shall submit its new Administrative Plan to the Department for written approval in accordance with Section II.H of this Agreement.

G. Desegregative LIPH Housing Transfers and Section 8 Waiting List Placements

1. Within 30 days of the effective date of this Agreement, the PCHA shall develop for distribution to all African American residents at a letter informing them that, as a result of the Summer 199 compliance review conducted by HUD's Office of Fair Housing and Equal Opportunity, they are being offered the following housing options: (1) if they are non-elderly families, a transfer to or an opportunity to apply for placement on the Section 8 waiting list, or (2) if they are elderly or disabled, a transfer to

or                     , or an opportunity to apply for placement on the Section 8 waiting list.

The resident's selection of either a transfer or a placement on the Section 8 waiting list, pursuant to this Section V.G, shall not prohibit a resident from later applying for a transfer to another public housing development or applying for the Section 8 waiting list. This desegregative transfer and Section 8 application process does not permit ineligible persons to receive housing through either PCHA's Section 8 or public housing programs. To qualify for placement on the Section 8 waiting list, residents are subject to the low income limit, rather than the very low income limit. Residents transferring to another LIPH development are considered to be continuously assisted and not subject to the income limits. If a resident selects an option for which it is later determined that they are not eligible, the resident will have an opportunity to pursue the other option.

The letter shall also state that the PCHA will provide:

(A) to residents in good standing (who are not subject to lease termination pursuant to 24 C.F.R. § 966.4(1)(2)) who request and accept a transfer to another PCHA public housing development, (i) movement of household goods, upon request, to another PCHA public housing development, and (ii) transfer of the resident's security deposit to the new dwelling unit; and

(B) for residents who opt to apply for Section 8, are issued a certificate or voucher, and find a unit of their choice within

the PCHA's area of jurisdiction that meets Section 8 requirements, (i) movement of household goods, upon request, to that dwelling unit; (ii) a refund, for use in making the security deposit on the new Section 8 unit, of the returnable portion of the resident's public housing security deposit; and (iii) a payment, for use in making the security deposit on that unit, of the difference between the resident's public housing security deposit and the security deposit that is charged by the new Section 8 landlord.

2. Within 30 days of the effective date of this Agreement, the PCHA shall develop for distribution to all residents of \_\_\_\_\_ and to all residents of \_\_\_\_\_ who did not receive the letter provided for in paragraph V.G.1, a letter informing them that they are being offered an opportunity to apply for placement on the Section 8 waiting list. This Section 8 application process does not permit ineligible persons to receive a certificate or voucher. To qualify for placement on the Section 8 waiting list, residents will be subject to the low income limit rather than the very low income limit. The letter shall state that the PCHA will provide residents who opt to apply for Section 8 under this option, are issued a certificate or voucher, and find a unit of their choice within the PCHA's area of jurisdiction that meets Section 8 requirements: (i) movement of household goods, upon request, to that dwelling unit, (ii) a refund, for use in making the security deposit on the new Section 8 unit, of the returnable portion of the resident's public

housing security deposit; and (iii) a payment, for use in making the security deposit on that unit, of the difference between the resident's public housing security deposit and the security deposit that is charged by the new Section 8 landlord.

3. The letters described in paragraphs V.G.1 and V.G.2 shall include a form which residents may return to the PCHA if they want a transfer to another LIPH development (African American residents of \_\_\_\_\_), or to apply for assistance through the Section 8 program (all residents of \_\_\_\_\_ and \_\_\_\_\_). The form shall elicit information relevant to determining what size unit is appropriate for the resident, the resident's preference to transfer to either another PCHA public housing development (African American residents of \_\_\_\_\_) or to receive a placement on the PCHA's Section 8 waiting list (all residents of \_\_\_\_\_ and \_\_\_\_\_), and whether the resident needs an accessible unit. The letter shall state that residents must return the form to the PCHA central office or site management offices within 30 days of the date of the letter. The letter shall also inform residents that their placement on the waiting list (LIPH or Section 8) will be based on their original PCHA lease effective date. See paragraph V.G.6. The letters will contain the names and telephone numbers of PCHA staff who can answer questions, and encourage residents to contact these PCHA staff members to ask questions about the process.

4. The PCHA shall submit the letters and forms described in paragraphs V.G.1-3 to the Department for written approval in accordance with Section II.H of this Agreement. Within 10 days of PCHA's receipt of the Department's written approval, the PCHA shall distribute the letter and form to the residents at the time rent payments are made, or by hand delivery to any residents who do not sign for a copy of the letter and form when paying rent at their respective site management office. PCHA shall maintain a record showing that each resident has received a copy of the letter and form. If a person with a disability requests a different form of communication as a reasonable accommodation, the PCHA shall provide an alternate, effective form of communication.

5. In addition to the letter and form described in paragraphs V.G.1-3, the PCHA shall hold four meetings within 20 days of PCHA's receipt of the Department's written approval of the letter and form: two at \_\_\_\_\_ and two at \_\_\_\_\_.

(one during the day, one during the evening at each site) to explain the process.

6. The PCHA shall collect these forms from residents for a period of 35 days following the date the letter and form is distributed to residents. Forms shall be accepted at the central office and the on-site management offices. All forms received shall be machine-stamped with date and time of receipt by the PCHA Office receiving the form. Each resident's placement on the low income public housing transfer list or the Section 8 waiting

list will be determined by the resident's original PCHA lease effective date.

7. The PCHA shall use the forms to (a) place residents who select the public housing transfer option on the public housing transfer list based on the resident's original PCHA lease effective date, and (b) place residents who select the Section 8 option for placement on the new Section 8 waiting list pursuant to this Agreement.

8. To assist these residents in paying their security deposits and either transferring to other PCHA public housing developments or moving to units where the resident has executed a Section 8 Housing Assistance Payments contract within the PCHA area of jurisdiction, the PCHA shall provide, on a timely basis, for: movement of household goods, upon request, and release of security deposits and payment of additional security deposit costs as set forth in paragraph V.G.2. The PCHA shall maintain records of all materials pertaining to these transfers and Section 8 waiting list placements, including documentation of assistance with respect to moving to new units and the transfer/payment of security deposits. The PCHA shall submit on the last day of each month, documentation of this assistance and reports on the implementation of Paragraph V.G to the Department in accordance with Section II.H and paragraph XIII.A.1 of this Agreement.

9. No family currently residing in PCHA public housing developments will be involuntarily moved to comply with this

section of this Agreement. The PCHA's efforts under this section shall take place as units become vacant and new leases for those units are executed and/or as families move to units where they receive assistance through the Section 8 certificate/voucher programs.

VI. Maintenance Policies and Charges

A. Within 10 days of the effective date of this Agreement, the PCHA shall notify all its public housing residents that as of the first day of the second month following the month this Agreement becomes effective (e.g., as of February 1st if the Agreement became effective on December 29th) they will no longer be required to pay for or provide their own lawn care services (i.e., mowing). The PCHA will immediately assume, at its own expense, all lawn care responsibilities at all PCHA public housing sites. This provision does not affect the ability of tenants at : to voluntarily maintain their respective yard areas. Additionally, within 10 days of the effective date of this Agreement, PCHA shall notify all residents on appropriate methods for storing lawn maintenance equipment outside their units..

PCHA will notify public housing residents of this lawn care service policy and the appropriate methods for storing lawn maintenance equipment as follows: postings at each site office, common area, laundry room and recreation center; publication in the next monthly newsletter for each development.

B. Within 30 days of the effective date of the Contract or Interagency Agreement, the PCHA shall submit to HUD for approval, in accordance with Section II.H of this Agreement, policies that establish: (1) one schedule of charges (for labor and materials) that apply to all PCHA public housing properties for repairs and unscheduled trash and garbage pick-up; (2) a written preventive maintenance inspection and repair/replacement program for all PCHA public housing properties; and (3) uniform rules and regulations for all PCHA public housing properties, including fines for violations of such rules and regulations. Those rules and regulations will clearly state what repair or maintenance work tenants can perform on their own units, and clearly explain what free preventive maintenance inspection and repair/replacement services the PCHA will provide. If tenants are allowed to perform maintenance but are not permitted to supply their own materials, then the rules and regulations shall clearly specify the procedure whereby tenants can obtain the requisite materials from the appropriate PCHA employee.

C. Within 15 days of the PCHA's receipt of HUD's written approval of the policies, rules and procedures described in Section VI.C, the PCHA's Board shall adopt those policies, rules, and procedures. Within 15 days of their adoption, the Executive Director or his designee shall hold a meeting with all PCHA public housing site managers, maintenance staff, and other PCHA staff involved in implementation of the policies, rules, and procedures set forth in Section VI.B to



train them with respect to these new policies, rules and procedures. Upon the conclusion of this training, employees who attend the training will sign a certification that they attended the training, specify the policies upon which they received training, and state that they understand those specific policies. Any employees not trained at this meeting shall receive training as soon as possible, and then sign certifications as described earlier in this paragraph. Copies of the certifications shall be sent to the Department, in accordance with Section II.H of this Agreement, within 10 days of their signature. The PCHA shall retain the originals in each employee's personnel file.

D. Within 15 days of the adoption of these new policies, rules, and procedures, PCHA shall notify all public housing residents of these new policies, rules and procedures by distribution at the time of rent payment and hand delivery to those who did not sign for receipt of the notice at that time, by posting on the on-site bulletin boards, and through publication in each development's next monthly newsletter. Within 45 days of the adoption of these new policies, rules, and procedures, the PCHA shall hold a meeting at each public housing site to explain the new policies, rules and procedures to residents.

VII. Meeting Space for \_\_\_\_\_ Tenant Organization

Within 30 days of the effective date of this Agreement, the PCHA shall provide adequate meeting space (at either the model unit, Girls' Club, or at the

to the

tenant organization to use for meetings and social events. The PCHA shall promptly notify residents of the availability of this space by publication of a notice in the next monthly newsletter.

#### VIII. Outreach

A. The PCHA shall take affirmative steps to conduct outreach, and to contact community, minority, and disability organizations so that persons are aware and can take advantage of the PCHA's public housing developments and Section 8 program. HUD will provide the PCHA with a list of community, minority, and disability organizations that PCHA will include in its outreach efforts. Within 45 days of the appointment of the Agreement Administrator, the PCHA shall submit to HUD for written approval, in accordance with Section II.E of this Agreement, a plan detailing the proposed PCHA outreach efforts during the term of this Agreement. The plan is to include: 1) a schedule of outreach events to minority, disability, and community organizations; 2) a timetable for developing a brochure listing the names and addresses of all the PCHA's developments, amenities available at each development and other important information about the area, i.e., schools and child care centers, transportation, stores, churches, and medical facilities; 3) locations where the brochure will be distributed; 4) a proposed schedule of public information sessions on the Section 8 Program; 5) a schedule of outreach activities and events to attract landlords to the Section 8 program; and 6) a timetable

for developing a positive public relations campaign about the services and housing provided by the PCHA. PCHA shall implement this plan immediately after receipt of the Department's written approval, and report on its performance of the outreach plan in accordance with Section II.H of this Agreement.

B. PCHA must conduct semi-annual outreach sessions at each of its public housing developments to explain to residents of these developments and the surrounding neighborhoods the PCHA's Section 8 program and explain how to apply for the program. The PCHA will notify all residents and the tenant organizations at least ten days in advance of the meetings, through publication in each development's monthly newsletter and postings at each site office, common area, laundry room and recreation center.

C. PCHA's outreach efforts described in this Section shall continue throughout the five-year term of this Agreement.

#### IX. Disability Issues - Section 504 and ADA Compliance

A. The PCHA hereby adopts the policy statement at Appendix IV with respect to reasonable accommodations and discrimination on the basis of disability. The PCHA shall immediately notify its staff by written memorandum, and inform all residents and applicants of this policy by postings in PCHA's central office, site offices, common areas, laundry rooms, and recreation centers and through publication in the next monthly newsletter of each PCHA public housing development.

Within 60 days of the effective date of this Agreement, the PCHA will distribute the procedures and the policy statement

found at Appendix IV to its employees and residents. PCHA shall notify its residents by distribution at the time rental payments are made, and hand delivery to any residents who do not sign for a copy of the procedures and policy statement when paying rent at their respective site management office. PCHA shall maintain a record showing that each resident has received a copy of the procedures and policy statement. PCHA shall notify its employees by providing them a copy of the procedures and policy statement. Each employee shall sign and date a statement acknowledging that he/she has received, read, and understood the procedures and policy statement. Signed and dated copies of this statement shall be retained in each employee's personnel file as evidence of the PCHA's compliance with this section of the Agreement and of the employee's knowledge of the procedures and policy statement.

B. The PCHA shall make every effort to ensure that all communications with applicants or residents will be in a format or method appropriate to meet the communication skills of the individual requesting an accommodation. Any meetings will be held in a location physically accessible to the person seeking an accommodation. To fulfill its statutory obligation to provide a reasonable accommodation, the PCHA agrees to adopt the procedures set forth in Appendix V.

C. The PCHA agrees to refund or reimburse current residents for reasonable out-of-pocket expenses that these residents have been charged or paid for reasonable

accommodations, such as ramps and grab bars, since January 1, 198 . Within 60 days of the effective date of this Agreement, the PCHA and the Department (or its designee), shall review the PCHA's records and prepare a list of claimants, including a description of the reasonable accommodation made and the out-of-pocket expenses to be refunded or reimbursed. This compensation list shall be submitted to the Department, in accordance with Section II.H of this Agreement, for its review and written approval. Within 30 days of PCHA's receipt of the Department's written approval of the compensation list, the PCHA shall refund or reimburse the claimants for the expenses set forth on the approved compensation list.

D. Within 45 days of the effective date of this Agreement, the PCHA shall do the following with respect to

: (1) submit to the Department change orders to make a two bedroom apartment accessible instead of a one bedroom apartment (this shall result in having 14 accessible one bedroom units, and one (1) accessible two bedroom unit), and the sidewalks accessible; and (2) install one front loading washing machine in the existing and all proposed satellite laundry facilities. Copies of these change orders shall be submitted to the Department, in accordance with Section II.H of this Agreement.

E. In his/her role as the Section 504/ADA Coordinator, the Agreement Administrator will address all issues relating to the accessibility of the PCHA's housing and non-housing facilities

and the provision of reasonable accommodations to persons with disabilities.

F. Within 30 days of the appointment of the Agreement Administrator, the PCHA, with the assistance of the Department or its designee, shall survey all PCHA public housing residents to determine if any resident needs an accessible dwelling unit or needs accessible features added to their current unit. Within 20 days of the completion of the survey, the PCHA shall develop a plan with timetables for completing all of the requests for reasonable accommodation identified during the survey, and submit both the survey and this plan to the Department for written approval in accordance with Section II.E.

G. The PCHA will use the reasonable accommodation policy adopted in accordance with Section IX.A. to respond to the requests for reasonable accommodation. If the PCHA denies any requests for reasonable accommodation, it will clearly document the reasons for the denial, any alternative accommodation offered, and the resident's response to any such alternative offer(s).

H. Within 30 days of the appointment of the Agreement Administrator, the PCHA, with the assistance of the Department or its designee, shall conduct an accessibility survey of all the housing stock, including public and common use areas, that the PCHA owns, controls, or manages including . . . and . . . . The survey shall identify each dwelling unit that is fully or partially accessible, and barriers to

accessibility in the public and common use areas, and PCHA's compliance with the requirements of 24 C.F.R. Part 8. The completed survey shall be submitted for HUD's written approval in accordance with Section II.H of this Agreement. Within 30 days of HUD's written approval, PCHA shall submit a report to the Department, in accordance with Section II.H. of this Agreement, stating how PCHA will address HUD's findings and come into compliance with 24 C.F.R. Part 8, including work to be completed, funding sources, number and location of units to be made accessible, and timeframes for completion of this work. Until this report is completed and approved in accordance with Section II.H, HUD shall withhold PCHA's 199 Comprehensive Grant Funds, unless otherwise agreed to by HUD. Upon HUD's written approval of this report, the report's action plan shall become a part of this Agreement for purposes of HUD monitoring and PCHA reporting. PCHA failure to take the actions set forth in the HUD-approved report will constitute noncompliance with this Agreement.

I. Within 90 days of the appointment of the Agreement Administrator, the PCHA shall conduct an evaluation of its policies (including a policy on reasonable accommodations), procedures, practices, and forms to determine whether they discriminate against persons with disabilities, and make any required revisions. The PCHA must seek written approval from HUD, in accordance with Section II.H of this Agreement, of all changes to policies, procedures, practices and application/tenant

forms before implementing or utilizing those revised policies, procedures, practices or forms.

J. Within 60 days of the appointment of the Agreement Administrator, the PCHA shall submit to HUD for written approval, in accordance with Section II.H of this Agreement, a lease addendum which advises new residents who are housed in accessible units and who do not need the accessible features that they may be required to transfer to a different dwelling unit should a person with disabilities need the accessible features of the unit.

Within 15 days of the PCHA's receipt of HUD's written approval of the lease addendum, the PCHA shall use the procedures set forth in 24 C.F.R. § 966.6 to provide tenants and resident organizations 30 days notice of the lease addendum and an opportunity to present written comments. The PCHA shall consider all comments received in this 30-day comment period before adoption of the lease addendum. If the PCHA determines within 15 days after the expiration of the 30-day comment period that no change in the lease addendum is warranted, then the PCHA shall adopt the lease addendum at the next regularly scheduled PCHA Board meeting. However, if the PCHA determines that the comments received warrant amendment of the lease addendum, no later than 15 days after the expiration of the 30-day comment period, the PCHA shall submit copies of the written comments and an amended lease addendum to HUD for written approval, in accordance with Section II.H of this Agreement. The



PCHA shall adopt the amended lease addendum at the next regularly scheduled PCHA Board meeting following PCHA's receipt of HUD's approval.

X. Complaint or Grievance Procedure

Within 30 days of the effective date of this Agreement and after consultation with HUD, PCHA shall submit to HUD for approval, in accordance with Section II.H of this Agreement, a revised internal grievance procedure for the prompt and equitable resolution of grievances and complaints. The revised procedure shall provide for reasonable accommodations for persons with disabilities. The adoption of this grievance procedure shall not prevent residents from filing discrimination complaints with the Department or any other civil rights agency.

Within 10 days of PCHA's receipt of HUD's written approval of the revised grievance procedure, PCHA shall notify public housing residents and resident organizations of the proposed changes to PCHA's existing grievance procedure and provide 30 days for their review and submission of written comments. These comments shall be considered by the PCHA before Board approval and adoption of the revised internal grievance procedure.

Upon adoption of the revised internal grievance procedure, the PCHA shall immediately notify its staff of the revised policy by written memorandum, and inform all residents and applicants of the revised procedure by postings in PCHA's central office and site offices, and through publication in the next monthly newsletter of each PCHA public housing development. Each

employee shall sign and date a statement acknowledging that he/she has received, read, and understood the revised procedures. Signed and dated copies of this statement shall be retained in each employee's personnel file as evidence of the PCHA's compliance with this section of the Agreement and of the employee's knowledge of the procedures. Additionally, within 30 days of the adoption of the revised internal grievance procedure, the PCHA shall notify its residents of the revised procedures by distribution of the policy at the time rental payments are made, and hand delivery to any residents who do not sign for a copy of the revised procedure when paying rent at their respective site management office. PCHA shall maintain a record showing that each resident has received a copy of the revised procedures.

#### XI. Resident and Community Notification

A. Time periods and methods for distribution of all revised policies and procedures to employees and public housing residents are set forth in Sections III, VI, VII, IX, and X. PCHA shall provide a different form of notification if a person with a disability requests a different form of communication as a reasonable accommodation.

B. Within 45 days of the Department's written approval of all of the following policies and procedures: (a) its policies against discrimination, (b) its new tenant selection and assignment policies as set forth in the revised ACOP, TSAP, and Section 8 Administrative Plan, and (c) procedures for handling discrimination complaints; the PCHA will advertise in the

\_\_\_\_\_ and \_\_\_\_\_, and any other media outlets that may reach large segments of the African-American and disabled population of \_\_\_\_\_ and surrounding \_\_\_\_\_ to advise the public of these new policies and procedures. To fulfill its responsibilities under this provision, the PCHA may utilize radio and TV public service announcements, and notifications in church and community bulletins and newsletters. The notifications and list of media outlets to be utilized must be submitted to the Department for written approval in accordance with Section II.H of this Agreement prior to publication.

C. Within 15 days of the effective date of this Agreement, the PCHA will display Fair Housing posters to be provided by HUD in prominent locations in the PCHA's central office lobby, and at PCHA public housing developments in their community centers, on-site management offices, laundry facilities, and other common areas.

D. Within 45 days of the effective date of this Agreement, the PCHA shall advertise in newspapers in \_\_\_\_\_ such as the \_\_\_\_\_ and \_\_\_\_\_ and in any other media outlets that may reach large segments of the African-American and disabled population in \_\_\_\_\_ and surrounding counties that the PCHA will maintain a list of local civil rights organizations interested in the operations of the PCHA, and that interested groups should notify the PCHA Executive Director in writing if they wish to receive notice of its actions, activities, and PCHA Board \_\_\_\_\_ meetings.

The PCHA shall provide notice of its regular Board

meetings to any group that responds in writing to that advertisement in accordance with the Sunshine laws in the state . The notifications and list of media outlets to be utilized must be submitted to the Department for written approval in accordance with Section II.H. of this Agreement prior to publication.

E. Within 60 days of the effective date of the Contract or Interagency Agreement, Section 8 certificate/voucher participants living at . and . are to be notified by letter, approved by the Department in accordance with Section II.H of this Agreement, of the rules governing their tenant-based Section 8 assistance, including their right to move with continued assistance, applicable Fair Market Rents/payment standards, and utility allowances. These notification letters will provide the names and telephone numbers of PCHA staff that the participant can call to ask questions about the Section 8 certificate/voucher programs.

These letters shall also invite those Section 8 program participants to attend briefing sessions at and on all aspects of the tenant-based certificate and voucher programs (see 24 C.F.R. Part 982). See Section VI.G.

F. Within 90 days of the effective date of the Contract or Interagency Agreement, PCHA and HUD staff shall hold four briefings for Section 8 program participants (two at

and two at . . . ) to review key aspects of the Section 8 program.

### XIII. Education and Training

A. Within 120 days of the effective date of this Agreement, the PCHA and HUD (or its designee) will provide a joint educational program for all employees and the Board of Commissioners on all matters relating to their responsibilities under Title VI, the Fair Housing Act, Section 504, the ADA, and the provisions of this Agreement. Each employee shall sign and date a statement acknowledging that (s)he has attended this education program. Signed and dated copies of this statement shall be retained in each employee's personnel file as evidence of the PCHA's compliance with this provision and of the employee's knowledge of the terms of this Agreement.

B. Each PCHA employee with responsibilities in an area addressed in this Agreement who is hired after the completion of the educational program referenced in Section XIII.A will be provided within 15 days of the date he/she commences employment with (a) a copy of this Agreement and (b) training on his/her responsibilities under this Agreement and applicable civil rights authorities. A signed and dated receipt acknowledging the new employee's receipt of a copy of the Agreement and training on his/her responsibilities under the Agreement and applicable civil rights authorities shall be retained in each new employee's personnel file as evidence of the PCHA's compliance with this

provision and of the employee's knowledge of the terms of this Agreement..

### XIII. Reporting Requirements and Recordkeeping

#### A. Reporting

1. The PCHA Board Chair or a \_\_\_\_\_-designee selected by the Board \_\_\_\_\_; shall report timely on the progress of the implementation of each section of this Agreement as required. The reporting shall continue until each section of the Agreement is completed.

2. Within 30 days of the effective date of this Agreement, and every calendar quarter thereafter (i.e., March 31, June 30, September 30, and December 31), the PCHA shall provide the Department, in accordance with Section II.H. of this Agreement, a report on the status of each section of this Agreement, including an accounting of all funds disbursed under Sections IV, V and IX.

3. During the upgrading, if any, of the PCHA's computerized recordkeeping and reporting systems, the Department, the Contractor or Agency, and the PCHA will work together to develop systems to supply computerized reports that will satisfy the Department's need for appropriate electronic reporting information, including reports under this Agreement. This Agreement will be modified to reflect any advancements in the PCHA's recordkeeping or reporting abilities.

#### B. Recordkeeping

1. For a period of five years from the effective date of this Agreement, the PCHA shall maintain records, including those

required under HUD program regulations, which disclose all individuals who apply for public housing or Section 8 assistance and the manner in which each applicant is treated, i.e., whether said individuals are accepted or rejected and the basis for any rejection.

2. For a period of five years from the effective date of this Agreement, the PCHA shall maintain all the PCHA public housing resident files, including applications for residency, rental agreements or leases, notices and letters to residents, billings, and notices of termination, along with any and all material relating to the PCHA's desegregation efforts and the racial composition of its project sites, such as waiting lists, records of the racial occupancy of units, records of units offered, and copies of denied applications.

3. For a period of five years from the effective date of this Agreement, the PCHA shall maintain files on all applicants for its Section 8 program, including applications for the Section 8 program; worksheets used to determine program eligibility; correspondence, notices and letters to applicants concerning their application for, eligibility for, and the issuance of a Section 8 certificate/voucher; and the success (measured by the number of families issued certificates/vouchers for whom a Housing Assistance Payments contract is executed) of families in finding housing. The PCHA shall also maintain all of its Section 8 waiting lists for a period of five years from the effective date of this Agreement.

4. For a period of five years from the effective date of this Agreement, the PCHA shall maintain files containing documentation of its outreach efforts conducted pursuant to Section VIII of this Agreement.

XIV. Effect of Noncompliance With This Agreement

The parties intend to resolve their disputes with respect to noncompliance with this Agreement in a timely and efficient manner. The Department may take any of the following actions for noncompliance.

A. Any act(s) or omission(s) of a PCHA employee that violates the terms of this Agreement may serve as grounds for HUD imposing debarment, see 24 C.F.R. § 24.300; suspension, see 24 C.F.R. § 24.400; or limited denial of participation, see 24 C.F.R. § 24.705.

B. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD declaring a breach of the annual contributions contract (ACC) with respect to some or all of PCHA's functions.

C. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD withholding some or all of PCHA's grant. See 24 C.F.R. § 968.335.

D. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD referring the matter to binding arbitration pursuant to the rules and procedures of the American Arbitration Association and judgment on the award rendered by the arbitrator may be entered in federal court. The



arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone charges, court costs, and witness fees.

E. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this agreement in federal court.

F. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504 of the Rehabilitation Act or Title VI of the Civil Rights Act.

G. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.

H. The acts set forth in this Section are not mutually exclusive and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

I. Nothing contained herein prevents or restrains the PCHA from challenging any actions taken or threatened to be taken by HUD pursuant to this agreement or otherwise.

XIV. Signatures

For the United States Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity

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