

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND SECTION 504 OF THE
REHABILITATION ACT**

PRELIMINARY VOLUNTARY COMPLIANCE AGREEMENT

and


TITLE VIII

CONCILIATION AGREEMENT

Between

The United States Department of Housing and Urban Development

And


**and Calumet Lives Matter
(Complainants)**

And

**East Chicago Housing Authority
(Recipient/Respondent)**

Approved by the FHEO Regional Director on behalf of the United States Department of Housing
and Urban Development

FHEO CASE NUMBER: 05-16-5210-8/6; 05-16-5211-8/6; 05-16-5212-8/6; 05-16-5213-8/6;
05-16-5214-8/6/4; 05-16-5215-8/6/4; and 05-16-5216-6

A. PARTIES AND SUBJECT PROPERTY

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

Complainants:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Calumet Lives Matter
7143 Olcott Ave.
Hammond, IN 46323

Representing Complainants:

Kate E. Walz
Sargent Shriver National Center on Poverty Law
50 East Washington Street
Suite 500
Chicago, IL 60602

Emily J Coffey
Sargent Shriver National Center on Poverty Law
50 East Washington Street

Suite 500
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Recipient/Respondent:

Tia Cauley, Executive Director
East Chicago Housing Authority
4920 Larkspur St.
East Chicago, IN 46312

Representing Recipient/Respondent:

Jewell Harris, Jr.
Harris Law Firm, P.C.
11410 Broadway
Crown Point, IN 46307

Nicholas A. Snow
Harris Law Firm, P.C.
11410 Broadway
Crown Point, IN 46307

Subject Property:

West Calumet Public Housing Complex
500 Aster Street
East Chicago, Indiana 46312

B. JURISDICTION

The Recipient/Respondent is a recipient of HUD funds authorized under the U.S. Housing Act of 1937 (42 U.S.C. 1437 *et seq.*). Activities funded under the Act are subject to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1) and Section 504 of the Rehabilitation Act (29 U.S.C. 784), as well as HUD implementing regulations of both statutes. Under the Fair Housing Act, 42 U.S.C. § 3608, and HUD regulations, e.g., 24 CFR 903.7(o), the Recipient/Respondent is obligated to affirmatively further fair housing in the use of funds it receives from HUD.

C. SUMMARY OF ALLEGATIONS/STATEMENT OF FACTS

On August 29, 2016, individuals who are current and former residents of the West Calumet Public Housing Complex and the organization Calumet Lives Matter (“Complainants”) filed complaints with the United States Department of Housing and Urban Development (“HUD” or the “Department”), Office of Fair Housing and Equal Opportunity (“FHEO”), alleging that East Chicago Housing Authority (“ECHA” or “Recipient/Respondent”) engaged in discriminatory housing practices in violation of

Title VI of the 1964 Civil Rights Act (“Title VI”), the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601 (the “Act”), and Section 504 of the Rehabilitation Act (“Section 504”) and failed to affirmatively further fair housing. The complaints were amended on October 19, 2016. Collectively, Complainants and Recipient/Respondent are referred to herein as the “Parties.”

Complainants alleged that Recipient/Respondent discriminated against them on the bases of race, color, national origin, familial status, and disability, in its actions and omissions with respect to the relocation of West Calumet residents into poor, segregated communities with similar or serious levels of environmental contaminations. Specifically, Complainants alleged that Recipient/Respondent made housing unavailable on the basis of race, familial status, and/or disability and discriminated against Complainants in the terms, conditions, privileges, or services and facilities. It is alleged that Recipient/Respondent’s Relocation Plan, as implemented, could constitute a “method of administration which has the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity as respect to persons of a particular race, color, or national origin.” Complainants allege that Recipient/Respondent failed to offer exception rents and other reasonable accommodations in accordance with Section 504 to households that include members with disabilities.

FHEO staff from the Chicago Regional Office conducted a preliminary on-site review on September 20, 2016. FHEO, however, has not made findings regarding the allegations in the complaints.

Recipient/Respondent agrees to enter into this Preliminary Voluntary Compliance Agreement and Conciliation Agreement (hereinafter “Agreement”) in order to facilitate compliance with its responsibilities under Title VI, the Act, and Section 504 with respect to the provision of relocation assistance to current and former residents of West Calumet Public Housing Complex, and to affirmatively further fair housing.

The Parties understand the Recipient/Respondent denies any violation of law, and that this Agreement does not constitute an admission of liability by Recipient/Respondent.

The Parties and the Department, having agreed to settle and resolve voluntarily the allegations concerning the relocation process and relocation assistance, hereby agree and consent to the terms of this Agreement.

The Parties and the Department acknowledge that the extraordinary circumstances present here were the primary cause of the problems associated with the relocation process.

D. TERM OF AGREEMENT

1. This Agreement shall govern the conduct of the Parties for a period of three (3) years following the effective date of this Agreement or until such time as all the obligations

under this Agreement are met. The Parties may determine mutually in writing to terminate this Agreement at an earlier time if all actions under this Agreement are performed to the Department's satisfaction or the terms of the Agreement are incorporated into or otherwise modified by another agreement between the Parties. The Parties may also determine mutually in writing to extend the term of this Agreement.

E. EFFECTIVE DATE

2. The Parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Voluntary Compliance and a Conciliation Agreement pursuant to Title VI, the Act, and Section 504 unless and until such time as it is approved by HUD through the Regional Director, or his designee.
3. This Agreement shall become effective on the date on which it is approved by the Regional Director, FHEO Chicago Regional Office of HUD.
4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or his or her designee, it is a public document.

F. GENERAL PROVISIONS

5. The Parties acknowledge that this Agreement is a voluntary settlement of the disputed complaints concerning relocation assistance and the relocation process as described in Section C of this Agreement. The Parties affirm that they have read and fully understand the terms set forth herein. No Party has been coerced, intimidated, threatened, or in any way forced to become a Party to this Agreement.
6. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Recipient/Respondent or conduct a compliance review pursuant to Title VI, the Act, Section 504, or any other authority within the Department's jurisdiction.
7. Recipient/Respondent acknowledges that it has an affirmative duty not to discriminate, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under Title VI, the Act, and Section 504. Recipient/Respondent further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a violation of Title VI, the Act, and Section 504.
8. The Complainants, by counsel, and HUD acknowledge that this Agreement has been negotiated and entered into with the good faith and cooperation exhibited by the ECHA generally, and specifically by its Executive Director, Tia Cauley.
9. This Agreement, after it has been approved by the FHEO Regional Director, or his designee, is binding as to the particular matters addressed upon Recipient/Respondent,

its executives, employees, officers, commissioners, contractors, successors and assigns and all others in active consort with it. The Parties acknowledge that this Agreement does not limit, nor does it attempt to determine, what further relief, if any, may be due the Complainants.

10. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director or his designee.
11. The Parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
12. Recipient/Respondent hereby forever waives, releases, and covenants not to sue Complainants and the Department and its employees, officers, officials, contractors and/or attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the allegations in HUD Case Numbers: 05-16-5210-8/6; 05-16-5211-8/6; 05-16-5212-8/6; 05-16-5213-8/6; 05-16-5214-8/6/4; 05-16-5215-8/6/4; and 05-16-5216-6.
13. Complainants hereby forever waive, release, and covenant not to sue the Department and Recipient/Respondent and their employees, officers, officials, contractors and/or attorneys with regard to any and all claims, damages and injuries of whatever nature under the Act, Title VI and Section 504 whether presently known or unknown, arising out of the Recipient/Respondent's relocation of the Complainants as alleged in HUD Case Numbers: 05-16-5210-8/6; 05-16-5211-8/6; 05-16-5212-8/6; 05-16-5213-8/6; 05-16-5214-8/6/4; 05-16-5215-8/6/4; and 05-16-5216-6.
14. Recipient/Respondent's Annual and Five Year Plans and the Assessment of Fair Housing shall be consistent with the requirements of this Agreement, subject to the Department's review and approval.
15. The parties intend to resolve any disputes with respect to non-compliance with this Agreement in a timely and efficient manner. Upon its finding of material non-compliance, the Department will provide the Recipient/Respondent with a written statement specifying the facts of the alleged material non-compliance and will provide a reasonable (generally thirty (30) day) opportunity to resolve or cure the alleged material non-compliance. If after the above process, the Recipient/Respondent has not resolved the claims of material non-compliance to the Department's satisfaction, the Department may take any statutory, administrative or regulatory remedy available to resolve the outstanding findings of non-compliance and to effect compliance with the terms and conditions of this Agreement.

G. DEFINITIONS

"Elevated blood lead level" means a confirmed concentration of lead in whole blood of a child under age 6 equal to or greater than the concentration in the most recent guidance published by the U.S. Department of Health and Human Services ("HHS") or the Centers for Disease Control and Prevention ("CDC").

"Housing Mobility Program" or "Mobility Counseling" is housing counseling specializing in the support and counseling of educating voucher holders on the benefits of living in communities of opportunity. This specialized counseling includes the following tasks:

- a) Develop marketing materials to recruit voucher holders into the program and to educate them on opportunity areas;
- b) Establish goals for the numbers of voucher holders recruited into the mobility program, the number of voucher holders who engage and move; and the number of voucher holders who move to areas of opportunity;
- c) Provide intensive case management, the components of which include an initial intake assessing family needs and neighborhood preferences, traveling with clients on individual unit searches, documenting clients' efforts to engage, and providing post-move follow-up assistance;
- d) Develop additional landlord outreach strategies where property owners in particular opportunity areas are targeted for participation;
- e) Develop a listing of available units in opportunity areas of various bedroom sizes, especially larger units and accessible units, that would adequately meet the needs of ECHA voucher households;
- f) Create a customer satisfaction survey to gain feedback from voucher holders about inspections, pre-move counseling, lease-up, and post-move support;
- g) Develop a valid data tracking tool to measure mobility counseling program performance and outcomes from pre-move counseling to post move support;
- h) Establish a post-move follow-up protocol;
- i) Request exception payment standards from HUD for opportunity communities, where appropriate; and
- j) Review ECHA's policies to determine if revisions are necessary to support mobility.

"Risk Assessment" means: An on-site investigation by a certified individual or firm to determine and report the existence, nature, severity, and location of lead-based paint hazards; including (1) Information gathering regarding the age and history of the housing and occupancy by children under age 6; (2) visual inspection; (3) Limited wipe sampling and other environmental sampling of dust, soil, water, and paint; (4) Other activity as may be appropriate; and (5) The provision of a report by the certified individual or firm conducting the risk assessment explaining the results of the investigation and options for reducing lead-based hazards.

H. RELIEF FOR COMPLAINANTS AND IN THE PUBLIC INTEREST

16. Within fifteen (15) days of the execution of this Agreement, Recipient/Respondent will submit to HUD for its review and approval a Relocation Plan for West Calumet Public Housing Complex. This plan is expressly not limited to the Complainants and will include the provisions set forth below. HUD will approve, approve with modifications, or reject the draft Relocation Plan within fifteen (15) days of receipt. Complainants will have an opportunity to review the draft Relocation Plan and provide comments. Respondent will have fourteen (14) days to submit a modified Relocation Plan, if necessary.
- a. Eligible families for relocation benefits: households that vacated a year *prior* to July 22, 2016 that can demonstrate they vacated because of health concerns relating to their elevated blood lead or arsenic exposure or poisoning or having children under the age of 6 will be eligible for relocation benefits, if they request them by February 1, 2017. Households can demonstrate their eligibility by: providing information as to the age of their children at the time they vacated the unit; or a credible statement of a doctor, other medical professional, peer support group, or a non-medical service agency, or a reliable third-party who is in a position to know about health concerns related to elevated blood lead or arsenic exposure or poisoning. Recipient/Respondent will post notice to this effect on its website within ten (10) days from the effective date of this Agreement.
 - b. Complainant Krystle Jackson will receive priority access to a vacant ECHA public housing unit other than the West Calumet development pending a Housing Choice Voucher (“HCV”) processing. Krystle Jackson will be issued the voucher within five (5) days of the effective date of this Agreement.
 - c. Families who Recipient/Respondent has determined abandoned the West Calumet Housing Complex without being released from their lease *after* July 22, 2016 will be eligible for the relocation benefits, including Housing Choice Vouchers. Recipient/Respondent will post notice to this effect on its website within ten (10) days from the effective date of this Agreement.
 - d. Security deposits: the only deductions that would be made to tenants’ ECHA security deposits are for missing appliances and for the costs associated with lock changes caused by the vacating residents’ failure to return keys to ECHA upon vacating their unit. Any disputes regarding same will not affect the tenants’ eligibility for a HCV and will not result in a negative reference from ECHA to prospective landlords or receiving public housing authorities. ECHA will make best and reasonable efforts to return security deposits within one week of a household vacating the unit. Under no circumstances will ECHA

take longer than two weeks from the date a household vacates the unit and provides a forwarding address to return security deposits.

- e. Rent abatement: Due to the condition of the housing at the West Calumet Public Housing Complex as a result of the lead and arsenic contamination, effective July 22, 2016, households are no longer legally obligated to pay rent while residing at the West Calumet Complex and cannot be threatened or charged with late fees, lease termination, or eviction for their non-payment of rent. Residents who have not paid rent since July 22, 2016 can apply to ECHA's Rental Assistance Fund for assistance. Upon a resident doing so, ECHA will not report this abated rent as a debt owed to ECHA to any third party, including but not limited to a prospective landlord, another public housing authority, debt collector, or credit reporting agency. The abatement of rent does not in any way terminate the Lease Agreement entered into between the tenant and ECHA. Residents who paid rent for November 2016 prior to the effective date of this Agreement shall be reimbursed for the rent paid for that time period within fifteen (15) days of their move out of the West Calumet Public Housing Complex. Residents continue to be responsible for utility expenses under the lease. All of the Lease terms, the ECHA House Rules, and the Admissions and Continued Occupancy Policy, with the exception of the rent provisions, remain in full force and effect. On March 1, 2017, the Department will review the vacancies at the West Calumet Public Housing Complex. Unless the review establishes otherwise, the rent abatement will cease on March 31, 2017.

- f. Voucher search time: Families will have 120 days from voucher issuance or November 1, 2016, whichever is later, to locate a unit. Before the end of the initial 120 day search time, families may request and ECHA shall grant an additional 120 days of voucher search time. Families who seek to port to another jurisdiction with their voucher will be granted an additional 60 days from initial voucher issuance. Families who port to another jurisdiction but are then unsuccessful in locating housing in the receiving public housing authority jurisdiction may port back to ECHA, if no less than 30 days remain left on their housing choice voucher. Families with a family member who is a person with disabilities will be granted an additional 60 days of voucher search time from initial voucher issuance, including any additional time required as a reasonable accommodation.

- g. Emergency transfers: On March 1, 2017, the Department will review the vacancies at the West Calumet Public Housing Complex. Unless the review establishes otherwise, on March 31, 2017, ECHA may initiate emergency transfers to other public housing units after the units are inspected for lead. Nothing with respect to this Agreement will limit ECHA's existing authority to initiate emergency transfers to other public or affordable housing, provided that tenants will not pay more than thirty (30) percent of their income, prior to March 31, 2017, as a result of unforeseen emergencies or as a result of high vacancies at the West Calumet Public Housing Complex. If an emergency

transfer to public housing is needed, ECHA will provide materials necessary for self-packing by the resident and ECHA will provide the moving contractors.

- h. Recipient/Respondent will post information on its website directed to tenants with a disability and to those tenants with a household member with a disability so that they may initiate an interactive process wherein the Recipient/Respondent will undertake a process to review the functional needs of tenants with a household member who is a person with a disability or with an elevated blood lead level, consistent with the process outlined in Chapter 3 and Exhibit 3-1 of HUD's Tenant Assistance, Relocation and Real Property Acquisition Handbook (1378.0). ECHA will provide reasonable accommodations to tenants with disabilities to assist them with the relocation.
- i. Recipient/Respondent will make available to tenants with a household member who is a person with a disability or with an elevated blood lead level a range of relocation services, including, but not limited to, mobility or relocation counseling and exceptions to the 50-mile transportation limitation. Additional time to locate an accessible unit may be available as a reasonable accommodation, on a case-by-case basis.
- j. For tenants with a household member who is a person with an elevated blood lead level, who has had an elevated blood lead level, or who currently has an impairment associated with lead poisoning, Recipient/Respondent will assist in facilitating risk assessments, provided by the Indiana State Department of Health, of proposed units prior to the Housing Quality Standards ("HQS") inspection.
- k. Recipient/Respondent will ensure that relocation housing for tenants with a household member who is a person with a disability or with an elevated blood lead level has comparable accessibility features to those in the tenants' vacated public housing. Proposed relocation housing will be reviewed for its accessibility, as well as proximity to accessible transportation, appropriate educational resources, and community resources appropriate to the functional needs of the tenants.
- l. Recipient/Respondent will work with a HUD funded mobility counseling contractor, to the extent that such funding permits, and neighboring PHAs to create a housing mobility program in order to provide tenants with information about opportunity areas. To inform ECHA's relocation efforts, ECHA will also review its service area and surrounding region using the AFFH Data and Mapping Tool available at <https://egis.hud.gov/affht/> to identify segregated and integrated areas, racially and ethnically concentrated areas of poverty, and areas of opportunity, in relation to patterns of segregation affecting the service area and region for publicly supported housing and voucher utilization.

- m. Recipient/Respondent will provide child care during relocation briefings and housing or mobility counseling appointments to assist tenants.
- n. Recipient/Respondent will reimburse reasonable costs associated with new license plates, tags, or driver licenses required due to relocation.
- o. Recipient/Respondent will review its determination of its HCV payment standard now set at 90% FMR taking into account mobility needs, rent burden and program per unit cost, and conduct a new rent reasonableness survey within forty five (45) days from the effective date of this Agreement.
- p. Exception rent standards will be made available: (1) as a need-based reasonable accommodation to tenants with a family member who is a person with disabilities who needs a larger or otherwise accommodating unit – for example, to house a live-in aide, for medical or other necessary equipment, or to reflect higher market costs for accessible housing; and (2) families with children with elevated blood lead levels who need to be close to appropriate medical care or to reduce chance of further lead exposure.
- q. The Relocation Plan will have a plan for effective communications under HUD’s regulations at 24 CFR 8.6 and a language accessibility plan to facilitate communications with persons of limited English proficiency. In addition, locations of meetings, information sessions, and relocation related services will be accessible to persons with disabilities in compliance with Title VI, the Act, Section 504, and the Americans with Disabilities Act.
- r. The Relocation Plan will have a plan for ECHA training on relocation assistance requirements. This plan will include a timetable for training, identification of positions covered by the plan, and evidence that training was attended.
- s. Recipient/Respondent will review and re-determine Tenant Payments for tenants relocating from West Calumet Public Housing Complex to accurately reflect the deduction of medical expenses and deductions or exemptions for family members with a disability, as requested.
- t. HQS Inspections Review: The Department will identify HQS inspections conducted by ECHA of prospective voucher units of West Calumet residents after July 22, 2016, and ECHA will re-inspect those units to determine they meet HQS. For any re-inspected unit determined not to meet HQS, the resident will be offered emergency moving papers and relocation assistance. ECHA inspectors will undergo one (1) hour of training on HQS inspections.
- u. Current residents of West Calumet Public Housing Complex: such households will have a priority to voluntarily move to an existing, vacant public housing unit, including units that may be offered by other public housing authorities.

Residents may move temporarily to public housing units or private-market unassisted unit while continuing to locate a housing unit with a housing choice voucher. ECHA will provide materials necessary for self-packing by the resident and ECHA will provide the moving contractors.

17. Recipient/Respondent will provide a schedule in the Relocation Plan that reflects milestones for fulfilling the relocation activities outlined above.

I. MONITORING

18. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may review compliance with this Agreement. As part of such review, the Department may examine witnesses and copy pertinent records of the Recipient. Recipient agrees to provide its full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement. Any disputes relating to compliance with this Agreement must be submitted to the FHEO Regional Director or his designee for resolution.

19. For the duration of the relocation and until the demolition of the subject property, Recipient/Respondent shall have bi-monthly meetings with FHEO staff to review compliance with this Agreement.

20. If at any time while this Agreement is in effect, the Department determines that the Recipient/Respondent has not made reasonable efforts to comply with this Agreement in a timely fashion, and without obtaining advance written agreement from the FHEO Regional Director or his designee, the Department may attempt to enforce the Agreement and/or initiate proceedings that could result in the denial of federal financial assistance to the Recipient/Respondent, or any other actions authorized by contractual, statutory, or regulatory remedy available to HUD.

21. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision therein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision therein shall not be construed as a waiver of any obligation of the Recipient/Respondent under this Agreement.

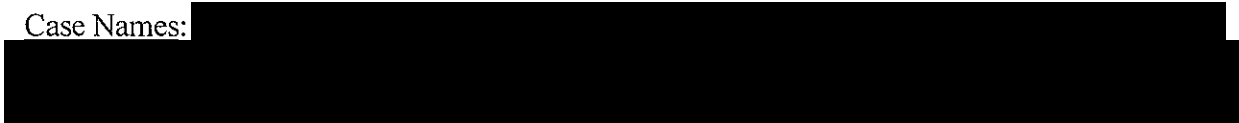
22. Recipient/Respondent will provide monthly progress reports (within 15 days of the end of the preceding month) on implementing the provisions of this Agreement. The reports will include an explanation of unmet milestones or other requirements. The reports will include the race, national origin, family size, and disability status of family members of tenants receiving relocation assistance and other related services, as well as plans, timelines, and relocation efforts related to such families. The Parties may agree in writing to a less frequent reporting schedule as appropriate under the circumstances. Respondent shall provide written documentation to support the progress reports.

J. REPORTING AND RECORDKEEPING

23. All required certifications and documentation of compliance must be submitted to:

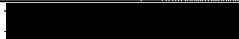
U.S. Department of Housing & Urban Development
Maurice McGough, Director
Region V, Office of Fair Housing and Equal Opportunity
77 W. Jackson Blvd. Rm 2101
Chicago, IL 60604

Case Names:



Case Numbers: 05-16-5210-8/6; 05-16-5211-8/6; 05-16-5212-8/6; 05-16-5213-8/6; 05-16-5214-8/6/4; 05-16-5215-8/6/4; and 05-16-5216-6

K. SIGNATURE PAGE

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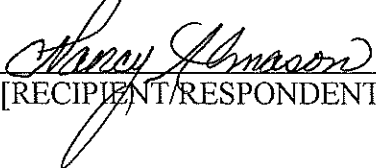
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[RECIPIENT/RESPONDENT ECHA]

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Date

L. APPROVAL



[FHEO REGIONAL DIRECTOR]

11-2-16

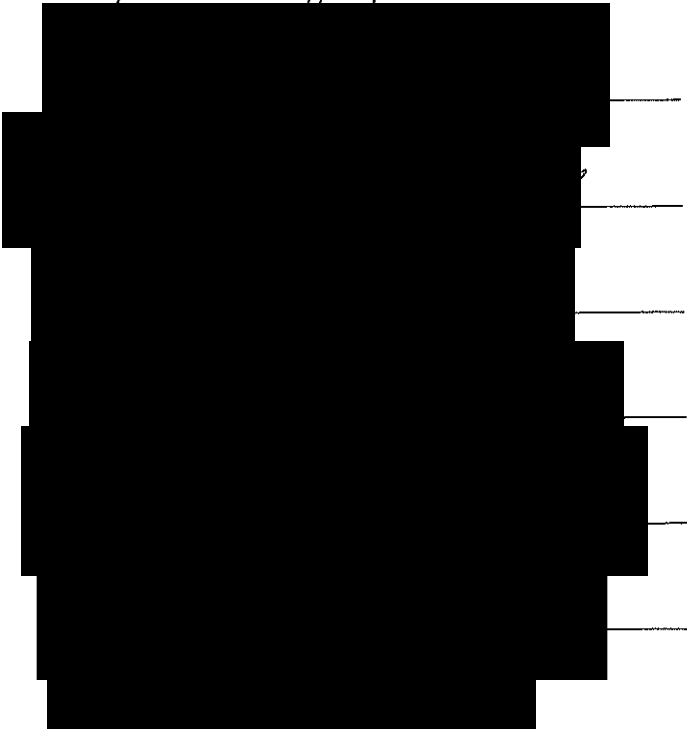
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Case Numbers: 05-16-5210-8/6; 05-16-5211-8/6; 05-16-5212-8/6; 05-16-5213-8/6; 05-16-5214-8/6/4; 05-16-5215-8/6/4; and 05-16-5216-6

K. SIGNATURE PAGE



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[COMPLAINANT Calumet Lives Matter]

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Date

L. APPROVAL

[Signature]

[FHEO REGIONAL DIRECTOR]

11-2-16
Date