

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

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE HOUSING AUTHORITY OF BALTIMORE CITY

I. INTRODUCTION

Under the authority of Section 504 of the Rehabilitation Act of 1973, as amended by 29 U.S.C. Section 794 and the regulations issued there under at 24 CFR Parts 8 and 9, the United States Department of Housing and Urban Development (“HUD” or “the Department”) conducted an investigation of a complaint filed against the Housing Authority of Baltimore City (“HABC”) a public body, corporate and politic, located in Baltimore, Maryland. The Complainant, [REDACTED] or “Complainant”), filed a complaint with HUD on July 31, 2008 alleging that she and her minor son, [REDACTED], were injured because HABC failed to address her reasonable accommodation request for a transfer in a timely manner. On March 9, 2012, the Department issued a Finding of Non-Compliance Letter (“Letter of Findings”) (Attachment A).

This Voluntary Compliance Agreement (“Agreement” or “VCA”) addresses the deficiencies identified in the Letter of Findings and HABC’s responsibilities under the civil rights statutes enforced by HUD.

While HABC makes no admission to any violations, HABC agrees to enter into this Agreement. By performing the activities specified in this VCA to HUD’s satisfaction, HABC would resolve the deficiencies identified in the Letter of Findings.

Complainant filed a complaint with HUD on July 31, 2008 alleging that she and her minor son, [REDACTED], were injured by a discriminatory act. It was alleged that the HABC was responsible for failure to make a reasonable accommodation and that the Recipient's actions resulted in discrimination based on handicap.

Upon completion of the investigation, the Department issued a finding of Non-Compliance, dated March 9, 2012 which found the HABC in noncompliance with Section 504. Specifically, the Department’s investigation concluded that between 2005 and 2009 the HABC failed to transfer Complainant [REDACTED] and her children to an appropriate unit despite repeated requests for such a transfer as a reasonable accommodation. The Department found that, as a result, both [REDACTED] and her children had significant harm.

This VCA addresses the Non-Compliance identified in the Letter of Finding by awarding damages to Ms. [REDACTED] and attorney’s fees to her attorney and by requiring the HABC to recommit to systems devised to ensure that reasonable accommodation requests are properly routed and addressed.

III. DEFINITIONS

HABC – The officers, directors, agents (including contractors), employees and successors of the Housing Authority of Baltimore City.

Person with a Disability – For purposes of this Agreement, a person with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing or learning; has a record of such impairment; or is regarded as having such an impairment. 24 C.F.R. §8.3.

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

III. GENERAL PROVISIONS

- A. This Agreement applies to all federally-funded projects, related facilities, and programs or activities that HABC owns, controls, or operates.
- B. The effective date of this Agreement is the date of the last signature in Section VIII. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors of HABC and HUD. This Agreement shall remain in effect until HABC has satisfactorily completed the provisions set forth in this Agreement; or, for a minimum of two (2) years after the effective date of this Agreement, whichever is later.
- C. 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, Section 109, the ADA, and/or the Fair Housing Act. The Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- D. This Agreement does not affect the ability of HUD or HABC to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- E. This Agreement is a public agreement. A copy of this Agreement and all reporting data the Recipient generates to comply with this Agreement shall be made available to any person in accordance with law. HABC shall provide a copy of this Agreement to any person upon written request. The Recipient shall provide a copy of reporting data it generates to comply with this Agreement to any person upon request in accordance with the Maryland Public Information Act.

- F. This Agreement does not supersede or in any manner change the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.

IV. SPECIFIC PROVISIONS

- A. Relief for Complainant [REDACTED]: Within 10 days of signing this agreement, HABC will provide to Ms. [REDACTED] a payment in the amount of \$150,000 made payable to [REDACTED]. The payment should be made via electronic transfer to [REDACTED] account using the routing and account information provided by Ms. [REDACTED] counsel.
- B. Attorney's Fees: Within 10 days of signing this agreement, the HABC will provide a certified check in the amount of \$10,000 made payable to "Legal Aid Bureau" and sent via electronic transfer to the M & T Bank account identified by [REDACTED] counsel.

HABC shall comply with 2 C.F.R. Part 225, App. B, Sec. 16, which prohibits the use of federal funds to pay damages or settlements resulting from noncompliance with federal laws or regulations. Via letter dated June 6, 2013, HUD approved the source of funds proposed by HABC to pay the sums referenced in this section IV. A. and IV.B above.

- C. In order to effect future compliance, HABC shall undertake the following remedial actions.
1. Notice Regarding Reasonable Accommodation and Immediate Needs Policy: Within sixty (60) days of the effective date of this Agreement, HABC shall conduct a survey of the HABC application and customer relations offices, site management offices and Office of Fair Housing and Equal Opportunity to ensure that signs providing notice of HABC's Reasonable Accommodation Policy and Procedures are posted. In addition, HABC will identify common areas frequented by HABC residents in which to post signs. Within 180 days of the effective date of this Agreement, HABC will procure and post such signs in the identified common areas and in the customer relations offices, site management offices and Office of Fair Housing and Equal Opportunity if any of these locations are found to no longer have such a sign posted.
 2. Training of Housing Operations staff and Private Managers: For the duration of this Agreement, HABC shall include in its regularly scheduled meetings of the Housing Operations management staff, which generally occur monthly, information on the Reasonable Accommodation Operating Order, including the steps to be taken and

timelines to be met in complying with HABC's Reasonable Accommodation Policy and Procedures.

3. Staff to be Evaluated as to Compliance with Section 504: HABC shall evaluate Housing Operations staff on their compliance with HABC's Reasonable Accommodation Operating Order and will take appropriate corrective action consistent with HABC's performance evaluation system with respect to any such employee found not to be complying with the Reasonable Accommodation Operating Order requirements. HABC will submit language implementing this action and providing notice to affected staff to HUD within 90 days of the effective date of this agreement.

4. Database to be Reviewed to Ensure Compliance with Reasonable Accommodation Operating Order: HABC will review the database into which all reasonable accommodation requests made by HABC residents are placed and maintained to confirm that staff and private managers of units receiving HABC housing operating subsidy are complying with the requirements set forth in the Reasonable Accommodation Operating Order. For the duration of this Agreement, HABC shall submit reports to HUD every six months reflecting actions taken in response to reasonable accommodation requests.

V. REPORTING AND COMPLIANCE REQUIREMENTS

- A. For the purpose of this Agreement, if the reporting day falls on a weekend or a Federal holiday, the report will be due the first business day after the weekend or holiday.

- B. For the purpose of this Agreement, the reporting materials must be directed to the following: Director, Office of Fair Housing and Equal Opportunity, 10 South Howard Street, Fifth Floor, Baltimore MD 20201.

- C. Within 15 days of the effective date of this Agreement, HABC shall provide evidence to the Department that Ms. [REDACTED] has received the \$150,000 agreed upon as relief under provision IV.A. of this Agreement.

- D. Within 15 days of the effective date of this Agreement, HABC shall provide evidence to the Department that Legal Aid of Baltimore City has received the \$10,000 agreed upon as relief under provision IV.B. of this Agreement.

- E. Within 60 days of the effective date of this Agreement, HABC shall report to the Department on the results of its survey of signs providing notice of HABC's Reasonable Accommodation Policy and Procedures posted in the HABC application and customer relations offices, site management offices and Office of

Fair Housing and Equal Opportunity and on common areas frequented by HABC residents where HABC proposes posting the signs.

- F. Within 180 days of the effective date of this Agreement, HABC shall report to the Department regarding the posting of the signs providing notice of HABC's Reasonable Accommodation Policy and Procedures, identifying the locations of the signs.
- G. Within 90 days of the effective date of this Agreement, HABC shall provide to HUD, for HUD's review, the language to be included in the performance goals for all Housing Operations management staff for evaluating compliance with HABC's Reasonable Accommodation Operating Order.
- H. Within (180) days of the effective date of this Agreement, HABC shall submit evidence that the language has been incorporated into the performance goals for Housing Operations Staff.
- I. HABC shall submit reports to the Department biannually. The first report shall be due six (6) months after the effective date of this Agreement. Such reports will provide the following information and/or documentation:
 - 1. The training sessions held for Housing Operations management staff including the dates of the training sessions, the number of staff trained and the topics covered during each training session.
 - 2. The results of the review of HABC's database of Reasonable Accommodation Requests to ensure that such requests are responded to in compliance with HABC's Reasonable Accommodation Operating Order.

VI. IMPLEMENTATION, MONITORING AND ENFORCEMENT

- A. HUD will monitor HABC's implementation of this Agreement. At its discretion, HUD may convene meetings with HABC's Executive Director, General Counsel, Associate Executive Director for Fair Housing & Equal Opportunity Enforcement, or other appropriate HABC personnel, with notice to HABC's Executive Director and General Counsel, to discuss progress with implementing the terms of the Agreement or conduct other business with respect to this Agreement.
- B. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein 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 thereof shall not be construed as a waiver of any obligation of HABC under this Agreement.

VII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

- A. The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner. Unless otherwise specifically noted in this Agreement, any act or omission by HABC, including but not limited to acts or omissions committed by its officers, directors, employees, agents and other authorized representatives which violates the terms of this Agreement shall constitute grounds for the Department to take one or more of the following actions:
1. Debarment or suspension in accordance with 2 C.F.R. § 2424.
 2. Declare HABC in breach of the Annual Contributions Contract.
 3. Withhold all some or all of HABC's Capital Fund Program funding pursuant to 24 C.F.R. § 968.335.
 4. Commence an action for specific performance of this Agreement in federal court. 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, the ADA or other appropriate statutory or regulatory authority.
- B. The rights and remedies set forth in this Section VII are not mutually exclusive. The Department has the right to pursue any or all of these remedies or any other remedies available under law.

VIII. SIGNATURES

For the Housing Authority of Baltimore City:



Paul T. Graziano
Executive Director

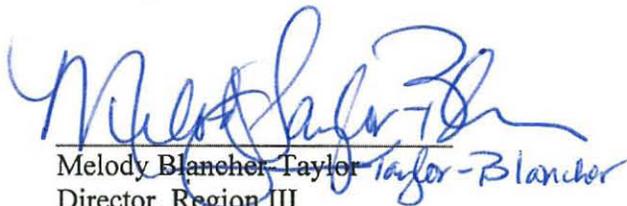
6/12/13

Date

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

Debra E. McGhee
Director, Fair Housing &
Equal Opportunity Center
Baltimore, Maryland

Date



Melody Blancher-Taylor
Director, Region III
Office of Fair Housing and
Equal Opportunity
Philadelphia, PA

Date

6/12/13