

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	CIVIL NO.: 3:17cv1922 (JCH)
)	
HOUSING AUTHORITY OF THE CITY OF)	
BRIDGEPORT, d/b/a PARK CITY)	
COMMUNITIES)	
)	
Defendant.)	
_____)	

CONSENT ORDER

I. BACKGROUND

1. The United States brought this action to enforce Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (“Section 504”); Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12131-12134 (“Title II” and “ADA”); Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 et seq. (“FHA”), and their implementing regulations, 28 C.F.R. pts. 35, 41, and 42 subpt. G and 24 C.F.R. pts. 8 and 100. In its complaint, the United States alleges that the Housing Authority of the City of Bridgeport (“HACB”), doing business as Park City Communities, violated these statutes and regulations by discriminating against individuals with disabilities, including through its systematic failure to properly provide reasonable accommodations and its failure to provide and maintain accessible housing.

2. The United States alleges that HACB systematically mishandled reasonable accommodation requests from tenants and applicants with disabilities during a period from approximately 2007 through the present by:

- a. Failing to document or timely respond to requests for accommodation;
- b. Requiring tenants to resubmit documents or rejecting requests for lack of documentation when documentation was not required, had already been provided, or the tenant was not informed that HACB wanted additional documents;
- c. Unreasonably delaying completion of approved transfer requests;
- d. Offering tenants transfers to units that did not meet their disability-related needs or were not in good condition and, in some cases, failing to offer an alternate unit after the tenant refused the inadequate unit;
- e. Failing to engage in an interactive process to determine an accommodation that is reasonable and meets the tenant's disability-related needs;
- f. Denying accommodation requests that were reasonable and necessary to allow tenants with disabilities to have an equal opportunity to use and enjoy a dwelling;
- g. Arbitrarily rescinding approval of accommodations, and in some cases, failing to inform the tenant that approval had been rescinded.

3. As a result, the United States alleges that HACB has failed to appropriately consider, process, and grant requests for reasonable accommodations¹ in rules, policies, practices, or services when such accommodations may be necessary to afford individuals with disabilities an equal opportunity to use and enjoy a dwelling, as required by the FHA, 42 U.S.C. § 3604(f)(2), (f)(3)(B); the ADA, 42 U.S.C. § 12132, and Section 504, 29 U.S.C. § 794.

¹ For purposes of this consent order, the term "reasonable accommodation" includes both reasonable accommodations and reasonable modifications under the FHA, ADA, and Section 504.

4. The United States further alleges that HACB's conduct with respect to reasonable accommodations requests constitutes a pattern or practice of discrimination or a denial of rights to a group of persons that raises an issue of general public importance, in violation of the FHA, 42 U.S.C. 3614(a).

5. The United States also claims that HACB, by failing to make at least 5% of its housing stock accessible to individuals with disabilities and to equip an additional 2% of units with special features for individuals with hearing or visual impairments, has subjected qualified individuals with disabilities to discrimination and denied them the benefits of programs and activities receiving federal financial assistance, on the basis of their disabilities, in violation of Section 504 and HUD's regulations, 24 C.F.R. pt. 8. In addition, HACB has denied individuals with disabilities access to its public housing program by failing to make an adequate number of housing units accessible to individuals with disabilities, as required by Section 504 and HUD's regulations, 24 C.F.R. pt. 8.

6. Finally, the United States alleges that HACB also violated the ADA, 42 U.S.C. § 12132, by, among other things, failing to ensure that qualified individuals with a disability were not excluded from participation in or denied the benefit of services, programs, or activities, or otherwise being subjected to discrimination by HACB, 28 C.F.R. § 35.130(a); and utilizing methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability, 28 C.F.R. § 35.130(b)(3).

7. The United States alleges that tenants with disabilities and persons associated with them have been injured by HACB's discriminatory conduct.

8. The United States alleges that HACB's conduct was intentional, willful, and/or taken in reckless disregard of the rights of others.

9. HACB denies the United States' allegations. The United States and HACB have voluntarily agreed to resolve the United States' claims against HACB for the purposes of efficiency and without any admission of liability by entering into this Consent Order, as indicated by the signatures below. The parties' agreement to the terms of this Consent Order constitutes a full and final resolution by the parties of all claims brought by the United States in the above-captioned case.

Therefore, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

II. JURISDICTION

10. The Court has jurisdiction over this action, and may grant the relief sought herein, under 28 U.S.C. §§ 1331, 1345, 2201, and 2202, 29 U.S.C. § 794a, and 42 U.S.C. §§ 12133 and 3614(a).

III. NONDISCRIMINATION PROVISIONS

11. HACB, its agents, employees, successors, and all other persons or entities in active concert or participation with it, shall comply fully with any and all applicable disability discrimination laws and shall refrain from:

- a. Discriminating on the basis of disability as prohibited by Section 504, the ADA, or the FHA;
- b. Denying or otherwise making unavailable housing units or housing choice vouchers because of a disability of a tenant, voucher holder, or applicant, or any person associated with the tenant, voucher holder, or applicant, in violation of Section 504, the ADA, or the FHA;
- c. Discriminating against a person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection

with the rental of such a dwelling on the basis of disability, in violation of Section 504, the ADA, or the FHA;

d. Failing to consider and respond appropriately to requests for reasonable accommodations made by tenants, prospective tenants, participants in the Section 8 program, or applicants for housing or rental assistance in accordance with the requirements of Section 504, the ADA, and the FHA; and

e. Failing to provide program access for persons with disabilities as required by Section 504 and the ADA.

IV. PHYSICAL ACCESSIBILITY OF HOUSING UNITS AND COMMON AREAS

12. HACB shall convert or construct units, associated routes, common areas, and community amenities to comply with Section 504, so that no fewer than 5% of its public housing stock meets physical accessibility requirements, and no fewer than an additional 2% of its housing stock includes vision- and hearing-related accessibility features. To the extent that HACB's public housing stock fluctuates or declines over the duration of this Consent Order, the number of actual Section 504 compliance units that are required will likewise fluctuate so as to maintain the 5% and additional 2% minimums referenced herein, or other percentage deemed necessary pursuant to paragraph 20. Subject to certain conditions set forth below, at least thirty percent of unit and common area conversions (including associated routes) must be completed within 3 years, at least sixty percent must be completed within 6 years, and one hundred percent must be completed within 10 years of the date of entry of this Consent Order.

13. Within 120 days of entry of the Consent Order, HACB shall prepare and send to the United States for approval a Section 504 Accessibility Overview Plan ("Overview Plan")

that includes information about how HACB intends to meet its Section 504 obligations, including which units of its public housing stock HACB intends to retrofit or construct to achieve compliance. To facilitate creation of the Overview Plan, HACB shall meet with the United States to discuss its approach to the Plan at least twice before its submission to the United States.

14. The Overview Plan must:

- a. Include a list of any units that HACB believes are currently in compliance with Uniform Federal Accessibility Standards (“UFAS”) (including associated common areas and accessible routes), as well as any units which may be brought into compliance through work by in-house maintenance staff. If any such unit and its associated common areas have not yet been surveyed by the United States’ accessibility expert, the parties will arrange a time for the expert to survey the unit.
- b. Provide a summary of the types of retrofits or new construction that must be completed to unit interiors, common areas (including onsite amenities, community centers, and HACB offices), and exterior sites to ensure Section 504 compliance.
- c. Set forth a timeline by which the retrofits and construction required for UFAS-compliance will be completed. As part of the timeline, HACB shall identify when retrofit or new construction information (including plans, drawings, product specifications, or other materials) will be provided to the United States for review and approval, *see infra* paragraph 16, and when conversion or construction of specific units, common areas, and associated routes will be

complete. While the number of units converted per year may vary, HACB shall convert no fewer than 5 units per year, including their associated common areas and accessible routes.

d. Comply with the program accessibility requirement of 24 C.F.R. § 8.26, by ensuring that accessible units “be distributed throughout projects and sites . . . in a sufficient range of sizes and amenities” to provide tenants with disabilities a “choice of living arrangements [that] is, as a whole, comparable to that of other persons eligible for housing assistance.” The percentage and dispersion requirements shall be calculated based on housing type (including bedroom size, amenities, and designated population).

15. Within 45 days of receipt of the Overview Plan, the United States will approve, seek additional information, or propose changes. If the Overview Plan is not approved by the United States, HACB shall have an additional 30 days to provide a revised plan. The United States and HACB may continue to exchange proposals within 30 days of the last proposal until the United States gives its approval to the Overview Plan. If no agreement can be achieved within 9 months from the date of entry of this Consent Order, the United States may move the Court to approve its proposed Overview Plan. The United States shall not unreasonably withhold its approval of the plan.

16. Upon approval of the Overview Plan by the United States or the Court, HACB will execute the approved conversion and construction plans to achieve UFAS compliance. Within 60 days of such approval, HACB shall provide the United States with information (including plans, drawings, product specifications, or other materials) regarding specific new construction or retrofits to be completed on the unit interiors, common areas, and accessible

routes (“Retrofit Plans”) during an initial twelve-month period. HACB shall allow the United States and its accessibility expert to inspect any property in order to evaluate the proposed retrofits. Any such inspections must be coordinated with HACB and cannot be unreasonably disruptive to ongoing work or to tenants. The United States shall have 60 days to approve the Retrofit Plans, seek additional information, or propose changes. If the United States does not approve the Retrofit Plans, HACB will have 30 days to revise and resubmit. The United States and HACB may continue to exchange proposals within 30 days of the last proposal until the United States gives its approval to the Retrofit Plans. If no agreement can be achieved within 6 months from the date of approval of the Overview Plan, the United States may move the Court to approve its proposed Retrofit Plans. The United States shall not unreasonably withhold its approval of the plans.

17. Upon approval of the Retrofit Plans, and subject to paragraph 22 herein, HACB shall begin conversion of the units in accordance with approved plans. In all cases, the work outlined in the Retrofit Plans for each calendar year shall be contracted with appropriate vendors to be completed by the one-year anniversary of the date of approval of the Retrofit Plans.

18. Once the work outlined in the Retrofit Plans is complete, it shall be inspected by a neutral inspector who (a) has knowledge of the architectural accessibility requirements of the ADA and Section 504, (b) is selected and contracted by HACB, and (c) is approved in advance by the United States. The neutral inspector shall determine whether the unit interiors, common areas, and accessible routes identified in the Retrofit Plans are compliant with the applicable standards: UFAS (for retrofits to existing construction) or the Fair Housing Act, the ADA 2010

standards, and the HUD exceptions list² (for new construction). The work shall be inspected within 30 days of its completion, or as soon as practicable. HACB shall give the United States written notice of the inspection at least three weeks in advance and shall provide a reasonable opportunity for the United States to be present for the inspection, if desired. Following the inspection, the neutral inspector shall prepare a written report for the United States and HACB that either (a) certifies that the work completed pursuant to the Retrofit Plans is UFAS-compliant or (b) specifies any deficiencies that HACB must correct in order to achieve compliance. HACB shall correct any such deficiencies within 90 days and then arrange for an additional inspection by the neutral inspection to certify that the deficiencies have been corrected within 30 days of completion, or as soon as practicable. This process shall continue until the neutral inspector certifies that all of the necessary retrofits have been made. HACB is responsible for paying any costs associated with the neutral inspector, and payments shall be made regardless of the neutral inspector's findings.

19. On the anniversary of the approval date of the initial Retrofit Plans, HACB shall provide another set of Retrofit Plans to cover specific retrofits to be completed on unit interiors, common areas, and accessible routes during the next year. The United States and HACB will follow the procedures set forth in paragraphs 16-19 on a yearly basis until all units covered by the Overview Plan are converted and certified as UFAS-compliant by a neutral inspector.

20. HACB may submit proposed amendments to its Overview Plan during the term of this Consent Order, subject to the review process of paragraph 15. Such amendments shall be submitted for review by the United States at least 60 days prior to the due date of the next

² See U.S. Department of Housing & Urban Development, Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities, 79 Fed. Reg. 29,671 (May 23, 2014), available at <https://www.govinfo.gov/content/pkg/FR-2014-05-23/pdf/2014-11844.pdf>

Retrofit Plans. If, following the needs assessment outlined in Section V below, HACB determines that more than 5% of its units must be UFAS-compliant to meet the needs of its community, it shall supplement its Overview Plan to meet that need, subject to the same approval process outlined above.

21. If HACB sells, demolishes, or otherwise ceases to use as public housing any of the properties in which it has planned or constructed one or more accessible units during the effective period of this Order, it must notify the United States within 10 days of its decision to do so. If HACB's inventory of accessible units falls below the 5% and 2% benchmarks set forth in paragraph 12, or any higher allotment as referenced in paragraph 20, HACB shall supplement its Overview Plan to convert additional units, subject to the same approval process outlined above.

22. HACB's obligation to timely complete the work outlined in the Retrofit Plans is subject to the following additional conditions:

a. HACB shall enter contracts with qualified contractors that meet the yearly and overall schedule. HACB, however, cannot and does not guarantee the timely performance of contractors nor does HACB provide any guarantees from delays due to natural causes, weather, contractor delays, and other work interference or work stoppage. To the extent any such plans occur, HACB will notify the United States of such matters and endeavor to reach agreement with the United States on any modifications to the timeframe necessitated by such delays.

b. HACB's build out schedule is expressly conditioned on consistent year to year HUD capital funding. If HUD funding diminishes by greater than 10% in any fiscal year, HUD shall notify the United States within 30 days. The parties

will then confer regarding modification of the Retrofit Plans. If the parties cannot reach agreement within 90 days, either party may move the Court for approval of its proposal.

V. COLLECTION OF INFORMATION ON ACCESSIBILITY NEEDS

23. Within 120 days of entry of the Consent Order, HACB shall prepare and send to the United States for review a Needs Assessment Plan for conducting an assessment of the need for accessible units of the community it serves, in compliance with 24 C.F.R. § 8.25(c). In preparing its plan, HACB may leverage any existing needs assessment plan that addresses 24 C.F.R. § 8.25(c). The plan shall include:

- a. An explanation of how the information will be collected and analyzed, including the methods of collection (which shall include written surveys, canvassing of units, and phone interviews, among other methods), what efforts HACB will undertake to include limited English proficient (“LEP”) individuals, timeframe for completion, and plan for analysis. The plan should incorporate both information collection and use of information already in HACB’s possession (including previous surveys and reasonable accommodation requests).
- b. As part of the plan, HACB will post notices regarding the assessment in each of its publicly-accessible administrative offices, site offices, and common areas. HACB will also make the surveys easily available on the homepage of its website, at its site offices, and during recertification appointments.
- c. A proposed survey (in English and Spanish) on which tenants can indicate the accessible features that are needed by members of their household, including

whether each feature is already provided in their current housing or is currently needed.

d. Outreach materials (in English and Spanish), including notices, emails, and newsletter items designed to alert tenants to the survey, its purpose, and its importance.

24. The outreach materials in paragraph 23(d), above, shall also contain information regarding this Consent Order, including the availability of compensation and injunctive relief pursuant to this Consent Order for individuals who were aggrieved by HACB's handling of reasonable accommodation requests or failure to provide sufficient accessible units, as well as information on how to contact the Department of Justice regarding potential eligibility for relief under this Consent Order.

25. Within 45 days of receipt, the United States will approve the Needs Assessment Plan, including the proposed survey and outreach materials, seek additional information, or propose changes. If the plan is not approved, HACB shall have an additional 30 days to provide a revised plan, survey, or materials. The United States and HACB may continue to exchange proposals within 30 days of the last proposal until the United States gives its approval to the Needs Assessment Plan. If no agreement can be achieved within 6 months from the date of entry of this Consent Order, the United States may move the Court to approve its proposed Needs Assessment Plan and related documents. The United States shall not unreasonably withhold its approval.

26. Within 15 days of approval by the United States, HACB shall commence its needs assessment. A written report, prepared in accordance with 24 C.F.R. § 8.25, shall be provided

to the United States within 180 days of the date that the United States approves the Needs Assessment Plan.

27. After review of the written report, should the United States determine that HACB has not substantially complied with the requirements of 24 C.F.R. § 8.25, it shall report any deficiencies to HACB and provide a reasonable deadline of no less than 15 business days by which HACB must cure any deficiencies in the written report. HACB shall resubmit its report to the United States by the deadline provided.

28. If, during the needs assessment process, a current resident identifies an accessibility need that is not met by his or her current housing, HACB shall treat that as a request for a reasonable accommodation, to be prioritized based on the date of the request and processed according to its standard reasonable accommodation procedures.

VI. REASONABLE ACCOMMODATION TRACKING SYSTEM, POLICIES, AND PROCEDURES

29. Within 90 days of the entry of this Consent Order, HACB shall propose a unified system and procedure for recording and tracking the status of all reasonable accommodations and reasonable accommodation requests. The system must be capable of tracking requests from submission through fulfillment, as well as memorializing them for future applicability (e.g., future unit transfers). HACB's proposal must include detailed written documentation of the proposed system to the United States for review and approval and must also designate a knowledgeable staff member who is available to discuss its proposed operation. The United States may request a demonstration of its operation. At minimum, the system must:

- a. Track and differentiate among all types of reasonable accommodation requests, including reasonable accommodation transfers, physical modifications, rule or policy changes, and requests that include more than one of the above.

- b. Record the following information regarding the request and the steps taken by HACB to consider, respond to, and fulfill that request:
1. Name of requester;
 2. Address of requester;
 3. Contact information (phone, email) of requester;
 4. Date of request;
 5. Description of request;
 6. Whether medical verification was provided, and if so, if it is sufficient; if not, whether verification is needed (considering the nature of the disability and request);
 7. Date acknowledgement letter was sent to tenant, with a copy stored in HACB's files;
 8. Date any medical verification was sought or received, with documentation of same stored in HACB's files;
 9. Date of any additional contact or correspondence with tenant, with a summary of any conversations and copies of any written communications stored in HACB's files;
 10. Decision on request (approved or denied);
 11. Reason for denial (if applicable);
 12. Date decision letter sent to tenant, with a copy stored in HACB's files; and
 13. Status of any appeal of the denial of a request.
- c. For approved requests, the system must accurately track and provide information regarding:

1. Status of fulfillment of request (including installation plans, dates and details of unit offers, etc.), in a format that does not overwrite or delete prior entries;
2. Reason for any rejection of unit offers, whether rejections were considered to be “for cause” (as discussed in paragraph 30(j) below), and any actions that HACB took as a result of a no-cause rejection; and
3. Entry of approved accommodation in a tenant’s permanent file in a manner that is readily identifiable by all staff, so that tenants are not asked to reapply or re-verify the medical need for accommodations at future dates.

30. Within 90 days of the entry of this Consent Order, HACB shall submit to the United States for approval a revised Reasonable Accommodation Policy. The policy will cover all aspects of how reasonable accommodation requests are received, evaluated, and implemented by HACB, including, but not limited to:

- a. Who at HACB receives, evaluates, and makes a determination on requests for reasonable accommodation;
- b. Policies for storing and recording information about requests, communications with the requester, medical providers, or other persons regarding the request, and HACB’s decision making process and final decision on the request;
- c. How oral requests can be made, and what written forms or other documentation must be completed and by whom;

- d. What kinds of information may be analyzed to evaluate the request and how information will be weighed and considered in making a final determination;
- e. Whether medical verification is necessary, and if so, what kind and how it will be sought;
- f. Procedures for seeking additional information from the requester or medical professionals;
- g. Within what time limits tenants will receive letters acknowledging receipt of request and notice of HACB's final decision;
- h. What rights of appeal tenants have regarding denials of reasonable accommodation requests and who makes the determination on appeals;
- i. How approved accommodations will be implemented, including how approved reasonable accommodation transfer requests are added and selected from wait lists, and who is responsible for unit offers; and
- j. Information regarding tenants' ability to accept or refuse unit offers, including a statement of what constitutes a refusal "for cause," who on HACB's staff will make such a determination, how tenants may appeal the determination, and provisions that (i) allow tenants to refuse offered units if they do not meet their disability-related needs ("for cause" refusal) and at least one unit refusal for reasons unrelated to their disability-related needs and (ii) prohibit HACB from removing tenants from the reasonable accommodation waiting list if they make more than one non-disability-related refusal, and instead require HACB to maintain the request but change the priority date to the date of the second refusal.

31. As part of its Reasonable Accommodation Policy, within 180 days of the entry of this Order, HACB must thoroughly review its current waiting lists to ensure that it has accurately recorded and given proper priority to all reasonable accommodation transfer requests pursuant to HACB's Admissions and Continued Occupancy Policy ("ACOP"), and report on the results of the audit to the United States. To the extent that HACB finds any errors on the waiting list with respect to substance or priority, it will correct them and include in its report to the United States the corrective actions taken. How the waiting list will be maintained, what information is included on the waiting list about reasonable accommodation requests, who has access to the list and who controls it, and what quality control measures HACB will implement to ensure proper placement and entries must be included in HACB's proposed Reasonable Accommodation Policy.

32. As part of its Reasonable Accommodation Policy, within 90 days of the entry of this Order, HACB must also draft a Complaints Procedure for receiving and handling complaints from tenants, applicants, and Section 8 participants relating to disability issues arising under the FHA, the ADA, and Section 504. The Complaints Procedure should include: whom to contact at HACB to make a complaint; the process for making a complaint, including any forms that must be completed; information about how the complaint will be evaluated; when residents will receive written notice of receipt of their complaint; and the length of time it will take for the complaint to be reviewed and a written response to be provided to the tenant, applicant, or Section 8 participant.

33. Along with its revised Reasonable Accommodation Policy, HACB shall submit to the United States for approval every form, letter, notice, protocol, checklist, or other document used in its reasonable accommodation process, regardless of whether the material is for internal

HACB use or public dissemination, including any translations for LEP individuals. This includes but is not limited to: notices of tenant rights, initial applications for tenancy, reasonable accommodation request forms, special unit questionnaires, transfer request forms, medical verification forms, and template letters sent in response to accommodation requests. To the extent that HACB continues to use its current form letters, they must be revised for clarity, transparency, and legal compliance, and must include, at a minimum, the following information or changes:

- a. Confirmation of receipt of reasonable accommodation request: HACB's template letter must include:
 - i. The date that the request for accommodation was received by HACB;
 - ii. A statement of the request received;
 - iii. Whether HACB requires further verification, and how it intends to seek that verification;
 - iv. Who the requester should contact with questions; and
 - v. The timeline in which the requester may expect a decision.
- b. Request for additional information: HACB's template letter must include:
 - i. The date and description of the request at issue;
 - ii. Any next steps the requester must take;
 - iii. What specific information is needed to decide the tenant's request (e.g., clarification of the accommodation requested, verification of the need for accommodation from third party);
 - iv. Options for providing that information (e.g., phone call, meeting, fax, email); and

- v. The timeframe in which the information must be received before the request is considered inactive.
- c. Reasonable accommodation decision letter: HACB's template letter must include:
- i. The date that the request for accommodation was received by HACB;
 - ii. The date on which the decision is being provided;
 - iii. A statement/description of the request that has been decided;
 - iv. Whether the request has been approved or denied;
 - v. A specific statement of the reason for the approval or denial;
 - vi. If the request has been approved or denied in part, a clear explanation of the parts granted and denied; and
 - vii. A statement of requestor's rights to file an appeal or complaint, and the process through which to do the same.
- d. Reasonable accommodation unit offer letter: HACB's template letter must:
- i. State that the tenant has at least 15 days to move;
 - ii. Not require that the tenant be current in rent in order to accept the offer;
 - iii. State that HACB will pay for the move because it is related to reasonable accommodation and state how to make such arrangements;
 - iv. State that the unit may be declined if it does not meet the disability-related needs of a household member; and
 - v. State that if the tenant declines for a reason other than disability-related needs, HACB will provide one additional unit offer, and that if the tenant

declines that offer, his or her reasonable accommodation priority date will be changed to the date that he or she declined the second appropriate unit offer.

34. Within 45 days of receipt, the United States will approve, seek additional information, or propose changes to the materials provided under paragraphs 29-33. If the materials are not approved, HACB shall have an additional 60 days to provide revised materials. The United States and HACB may continue to exchange proposals within 60 days of the last proposal until the United States gives its approval to the submissions. If no agreement can be achieved within 9 months from the date of entry of this Consent Order, the United States may move the Court to approve the materials. The United States shall not unreasonably withhold its approval.

35. Once the United States approves HACB's Reasonable Accommodation Policy, HACB shall within 60 days identify any revisions that must be made to its ACOP, Administrative Plan, and/or any anti-discrimination policies to make them consistent with the revised Reasonable Accommodation Policy, if necessary, and initiate any required processes to implement those revisions.

36. Within 30 days of approval, HACB shall have translated into Spanish, and any other language required to meet its obligations under Title VI of the Civil Rights Act of 1964, each document referenced in this Section that it intends for use by a tenant, applicant, or Section 8 participant and shall send the translation to the United States for further approval.

37. Within 30 days of approval, any document referenced in this Section that is intended for use by a tenant, applicant, or Section 8 participant shall be posted and available for download on HACB's website. HACB shall also post and make copies available, in English

and Spanish, in HACB's site offices, administrative offices, and on HACB-approved community bulletin boards.

38. Within 30 days of approval, HACB shall disseminate the Reasonable Accommodation Policy to all staff members who may receive, decide, or otherwise interact with tenants, applicants, or Section 8 participants regarding requests for reasonable accommodation. HACB shall also disseminate all other materials approved under this Section to those staff members who would use or rely on those materials within 30 days of approval.

VII. DISABILITY RIGHTS COORDINATOR

39. HACB agrees to appoint a full-time Disability Rights Coordinator to maintain its compliance with disability rights laws, regulations, and requirements, and all matters related to reasonable accommodations. HACB may also choose to designate a current employee to serve in this role, so long as HACB complies with the requirements set forth in this Section. The responsibilities of the Disability Rights Coordinator shall include:

- a. Operating and overseeing HACB's reasonable accommodation process and maintaining all policies, procedures, and materials related to reasonable accommodations;
- b. Tracking and responding to requests for reasonable accommodation;
- c. Monitoring and facilitating the fulfillment of reasonable accommodation requests, including unit modifications and transfers;
- d. Monitoring staff compliance with reasonable accommodation policies and procedures;

- e. Providing information on reasonable accommodation and the rights of persons with disabilities to landlords participating in the Section 8 program through briefings, trainings, or mailings;
- f. Conducting outreach to and recruiting landlords who lease units with accessible features to participate in the Section 8 program;
- g. Conducting outreach to tenants and tenant advocates around disability rights issues, including reasonable accommodation;
- h. Producing and disseminating educational materials to tenants, applicants, and Section 8 participants about topics related to disability rights, including on reasonable accommodation, as described in paragraph 44;
- i. Ensuring that all staff who interact with tenants, applicants, and Section 8 participants know how to access and effectively use communication aids, including but not limited to qualified sign language and other interpreters, assistive listening devices, brailled materials, large print documents, and accessible web-based and email communications;
- j. Ensuring that accurate and updated information regarding reasonable accommodation is provided on HACB's website;
- k. Arranging mandatory trainings for current and future HACB staff as described in Section VIII;
- l. Receiving and investigating disability-related complaints, as described in paragraphs 32 and 67;
- m. Ensuring compliance with the reporting requirements, as described in Section XI; and

n. Overseeing all other areas of compliance with this Consent Order.

40. The Disability Rights Coordinator's duties shall not include processing or advising staff regarding evictions, repayment agreements, or voucher terminations, unless there is an issue related to reasonable accommodation. The Disability Rights Coordinator shall report directly to the HACB Director of Legal Services.

41. In advance of posting the position, HACB shall provide a job description of the duties of the Disability Rights Coordinator to the United States. This includes a complete description of any roles and responsibilities that HACB proposes the employee would fulfill in addition to those required of the Disability Rights Coordinator. Should the United States have any proposed changes to the job description, it will provide those changes within 7 days.

42. Within 45 days of entry of this Order, HACB shall identify its proposed Disability Rights Coordinator to the United States and provide documentation of the candidate's qualifications, experience, and knowledge regarding compliance with disability rights laws. If HACB proposes that a current employee fill this role, it shall provide information about the person's current job duties and plan for reallocation of work to allow sufficient time to fulfill the Disability Rights Coordinator role. The United States shall raise with counsel for HACB any concerns or objections regarding this selection within 14 days. If there are any disputes regarding the selection of the Disability Rights Coordinator, the parties shall make a good faith attempt to resolve the dispute and make a selection within an additional 14 days. The final selection of the Disability Rights Coordinator will rest with HACB. Should the United States determine that the individual is unsuited for the role, the United States may move the Court to resolve the dispute.

43. Within three days of any change in the employment status of the Disability Rights Coordinator, HACB shall identify an Acting Disability Rights Coordinator (who shall not be in the position longer than 60 days), inform the United States of the personnel change, and repost the job description referenced in paragraph 41 to seek a replacement for the position. The selection of a new Disability Rights Coordinator will be subject to the approval process set forth in paragraph 42.

44. Within 60 days of the United States' approval of the Reasonable Accommodation Policy, the Disability Rights Coordinator shall develop or revise and submit for approval by the United States a mailing, in both English and Spanish, that describes the right to request a reasonable accommodation, examples of reasonable accommodations, and the procedure for making such a request. The information shall include the right to receive a timely response and how to file a grievance consistent with the reasonable accommodation policy.

45. Once approved, HACB shall disseminate the mailing to every tenant, applicant, and Section 8 voucher participant. The materials shall also be available in every HACB office and provided to all new applicants and during annual recertification of existing tenants and Section 8 participants.

VIII. TRAINING

46. Within 180 days of the entry of this Order, HACB shall arrange for mandatory training of HACB's Board of Commissioners and all staff who interact with tenants, applicants, or Section 8 voucher participants in any capacity. The training shall cover disability rights under the ADA, FHA, and Section 504. The trainer shall be unaffiliated with HACB, qualified to conduct such training, and the trainer and training materials shall be approved in advance by the United States.

47. HACB shall also arrange for annual mandatory training of all HACB Commissioners and staff who may receive, decide, or otherwise interact with tenants, applicants, or Section 8 participants regarding requests for reasonable accommodation. This training shall cover HACB-specific policies and procedures regarding reasonable accommodations. HACB shall submit materials for this training to the United States within 60 days of the approval of the materials described in Section VI, above, and at least 45 days in advance of the first training date, for approval by the United States. The trainings shall be conducted by the Disability Rights Coordinator and/or qualified counsel. Counsel for the United States and a representative from HUD FHEO may also attend the trainings.

48. All staff trainings required by this Order shall include a competency assessment to be administered at the conclusion of the training. A draft of the competency assessment must be submitted to the United States for approval along with the training materials specified in paragraphs 46-47. The Disability Rights Coordinator will take steps to ensure that all HACB personnel who do not achieve a score of at least 70% on the assessment achieve competency, including by reviewing correct answers and answering questions at the training, requiring the training to be taken again by certain personnel, setting individual meetings, or other appropriate steps. The Disability Rights Coordinator will collect assessments, review the correct answers, and answer any questions before the training is adjourned.

49. HACB shall provide a copy of this Consent Order to each employee required to attend training under this Section and shall require each trainee to execute a certification, as attached in Appendix A, to certify the completion of training.

50. The Disability Rights Coordinator shall maintain records of all trainings conducted, including the subjects of the trainings, dates of the trainings, who conducted the

training, the names and job titles of attendees, and completed competency assessments. For any individuals who did not achieve a score of 70% on the competency assessment, the Disability Rights Coordinator will maintain records of how that individual later achieved competency and on what date.

51. Each training module shall be video-recorded, and HACB shall maintain copies of the written materials provided for each training. Any new employee whose position falls within the descriptions in paragraphs 46 and 47 shall receive training within 60 days of assuming that role, either by attending the next regularly scheduled live training, if it occurs within the 60 day period, or by viewing the video and receiving copies of the written materials.

52. HACB will be responsible for all costs for all training required by this Section.

IX. SETTLEMENT FUND & RELIEF TO AGGREIVED PERSONS

53. In exchange for the resolution of the claims asserted by the United States in the Complaint, HACB agrees to fund a settlement fund in the full sum of \$1,500,000 (the “settlement fund”). HACB will create the settlement fund through deposits made no later than, and in amounts no less than, those set forth in the table below:

Within 10 days of entry of this Order	\$300,000
October 31, 2020	\$300,000
October 31, 2021	\$300,000
October 31, 2022	\$300,000
October 31, 2023	\$300,000

HACB shall maintain the settlement fund in a single interest-bearing bank account for the purpose of compensating those individuals who have been aggrieved by HACB’s conduct

regarding requests for reasonable accommodation and/or HACB's failure to provide sufficient and appropriate accessible units ("aggrieved persons"). Any interest accruing to the account shall become a part of the settlement fund and be used as set forth in this Order. Within 10 days of the establishment of the account or any deposit, HACB shall submit proof to the United States that the account has been established and the funds deposited. HACB shall be solely responsible for any taxes assessed or owed on any interest earned on money deposited until the fund has been distributed.

54. In the event that HACB fails to make any deposit required by paragraph 53 on time and in full, HACB shall be in default of its payment obligation under this Consent Order. In the event of default, the United States will provide a written Notice of Default, and HACB may cure such default within ten (10) days from the date of that Notice. Notice of Default will be sent via email and first-class mail to counsel of record and HACB's Executive Director. If HACB fails to cure the default within ten (10) days of such Notice, the remaining unpaid balance of the settlement fund shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of default, on the remaining unpaid total (principal and interest balance). In the event of default, the United States, at its sole discretion, may (a) take any action to execute and collect on the outstanding balance; (b) declare this Consent Order breached, and proceed against HACB for any claims, including those to be released by this Consent Order; (c) file an action for specific performance under the Consent Order; (d) offset the remaining unpaid balance, inclusive of interest, from any amounts due and owing to HACB by any department, agency, or agent of the United States at the time of default; (e) exercise any other right granted by law, or under the terms of this Order, or recognizable at common law or in equity.

55. The United States shall identify aggrieved persons through review of tenant files and interviews. During the aggrieved person identification process, HACB shall provide the United States updated versions of certain documents previously produced in discovery: 1) its most recent reasonable accommodation log (*see* HA00016953), and 2) the most recent lists of tenant, Section 8, and applicant contact information (names, addresses, and phone numbers) (*see* HA00190833; HA00230675-HA00231549; HA00231550-HA00231551), including contact information for public housing applicants and public housing tenants residing at properties managed by private entities. HACB will provide these within three months, nine months, and fifteen months of entry of this Consent Order. HACB will also provide updated lists of contact information at the time that the Notice of Fund Distribution is filed and prior to the issuance of checks to aggrieved persons. Should the United States require any additional information from HACB's files to determine whether an individual is aggrieved, the United States will request such information from HACB. HACB shall provide the requested information to the United States, if any, within 30 days or otherwise confirm it does not have possession, custody, or control of such requested information.

56. Within 18 months of the entry of this Order, the United States will identify to HACB the individuals that have been identified as aggrieved persons and whether the United States recommends that monetary compensation, non-monetary relief, or a combination be provided to each. Non-monetary relief may include, but is not limited to:

- a. Approval of a reasonable accommodation request, with (if applicable) a priority date that reflects the date of the individual's original request, with the understanding that fulfillment of transfer requests is subject to availability of housing inventory;

b. Adjustment or reinstatement of a waitlist priority date for a tenant or applicant whose reasonable accommodation request was improperly processed or withdrawn;

c. Reinstatement in the Section 8 Housing Choice Voucher Program or Low Income Public Housing, if a tenant's or participant's departure or termination from that program was related to HACB's mishandling of a reasonable accommodation request or its failure to provide sufficient accessible units.

57. To expeditiously address the needs of individuals who presently require accommodation, the United States may identify such persons to HACB before the full review and recommendations are complete. Such identification or HACB's approval of an accommodation thereafter will not impact or reduce the United States' damages assessment of that individual.

58. When the United States provides the names of aggrieved persons and a summary of recommended relief, the United States will also provide HACB with a signed declaration from each aggrieved person detailing the basis for his or her aggrieved status.

59. Upon receiving the United States' recommendation's regarding damages and non-monetary relief, HACB may, within 90 days, provide the United States with any information that it believes rebuts the United States' determination of damages or non-monetary relief.

60. The United States shall review all objections raised by HACB and may adjust its damages and non-monetary relief recommendations based on that assessment. However, the United States is not obligated to change its assessment if it disagrees with the information or analysis presented by HACB.

61. The United States shall have full and final authority regarding the distribution of the settlement fund to aggrieved persons in this case and will file a Notice of Fund Distribution with the Court. In the event that less than the total amount in the settlement fund, including accrued interest, is distributed to aggrieved persons, the remainder shall revert to HACB.

62. The parties expect to distribute the settlement fund to the aggrieved persons identified in the Notice of Fund Distribution in two installments, in or around December 2021 and December 2023. Prior to each distribution, and subject to the amount of funds available in the settlement fund through that date, the United States will provide a list of names and amounts to HACB. Within 30 days thereafter, HACB shall forward checks to the United States payable to the aggrieved persons in the amounts identified.

63. After the United States receives a signed release (similar to that attached as Appendix B) from a particular aggrieved person or their beneficiary releasing HACB from all claims related to this action in exchange for monetary damages, it will distribute the first settlement check to that person. The United States will provide all signed releases to HACB following the final disbursement of funds.

64. HACB shall provide guidance to its staff that any settlement fund payments received by applicants, current HACB tenants, and Section 8 participants are not recurrent income, and shall not be considered for purposes of rent calculation or program eligibility.

65. The United States will notify HACB of its final determination of non-monetary relief, consistent with all relevant HACB and HUD policies. HACB will implement this relief, including adding individuals to the transfer list and/or revising priority dates, within 30 days, and shall notify the United States when it has completed such actions.

X. CIVIL PENALTY

66. HACB shall pay \$25,000 to the United States pursuant to 42 U.S.C.

§ 3614(d)(1)(C) to vindicate the public interest. HACB may pay the civil penalty in installments, with payments made no later than, and in amounts no less than, those set forth in the table below:

Within 10 days of entry of this Order	\$5,000
October 31, 2020	\$5,000
October 31, 2021	\$5,000
October 31, 2022	\$5,000
October 31, 2023	\$5,000

The payments shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

XI. REPORTING AND DOCUMENT RETENTION REQUIREMENTS

67. Within six months of the date of entry of this Order, and every six months thereafter for the duration of this Order, HACB shall deliver to the United States a report containing information regarding HACB's compliance with the provisions of this Order during the reporting period, including, but not limited to, the:

- a. Status of work completed pursuant to its Overview Plan and Retrofit Plans, discussed in Section IV, regarding HACB's process of creating UFAS-compliant units, common areas, and routes;
- b. Status of Needs Assessment, discussed in Section V;

- c. Status of Reasonable Accommodation Tracking System, Policy, and related materials, pursuant to Section VI;
- d. Information regarding activities of the Disability Rights Coordinator taken pursuant to Section VII, including specific information about outreach to Section 8 landlords regarding accessible units and to tenants and tenants' advocates, including dates and types of outreach activities;
- e. Training conducted pursuant to Section VIII, including the names and job titles of all individuals who attended the training, any individuals who did not achieve a passing score on the competency assessment, and steps taken to ensure competency of those individuals;
- f. A summary of all reasonable accommodation requests received, evaluated, or pending during the reporting period, including the information required to be recorded in the tracking system pursuant to Section VI;
- g. Status of non-monetary relief for individuals identified pursuant to paragraphs 57 and 65; and
- h. A copy of the current waiting list with a description of any tenants who were transferred during the reporting period, as well as the names and contact information for all tenants currently residing in units that HACB has identified as having UFAS-compliant mobility, hearing, or vision accessibility features.

The final report required pursuant to this paragraph shall be delivered to the United States no later than 60 days prior to the expiration date of this Order.

68. For the duration of this Order, on a quarterly basis HACB shall notify the United States in writing of formal complaints it has received as per the complaint process established

pursuant to paragraph 32, above, against HACB alleging disability discrimination. HACB shall provide such quarterly report with a copy of the complaint, if submitted in writing, or a summary of the complaint, if submitted orally, including the complainant's name, address, and telephone number, if known. HACB shall also promptly provide the United States with all information it may request concerning any such complaint and shall inform the United States within 30 days of the substance of any resolution of the complaint. This provision does not apply to any complaints received directly by the United States.

69. During the term of this Order, HACB shall preserve all records that are the source of, contain, or relate to any of the information pertinent to the allegations of the United States' complaint, including, but not limited to reasonable accommodation policies, records pertaining to reasonable accommodation requests, and information regarding program accessibility, including UFAS-compliance, from 2006 to the present. For the duration of this Order, upon reasonable notice to counsel for HACB, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times, at the United States' expense.

XII. SCOPE AND DURATION

70. This Consent Order supersedes the Voluntary Compliance Agreement signed by HACB and HUD on July 27, 2006 (numbered 01-04-R005-4 and 01-04-R005-6).

71. This Order shall become effective upon entry of the Court and shall remain in effect for three years, except that the portions of the Order that relate to the settlement fund (Section IX), civil penalty (Section X), and Section 504 compliance (Section IV) will remain in effect until HACB has completed the requirements of those Sections, including achieving program accessibility and certification of all accessible units, common areas, and associated

routes by a neutral inspector, as described in Section IV, above. HACB shall submit, on the third anniversary of the entry of this Order, a report to the Court and to the United States describing the status of its physical accessibility work, any unmet obligations, and their projected completion date(s). HACB shall submit a similar report to the Court and the United States every year thereafter until it has met all obligations under Section IV, at which point HACB shall submit a report certifying the same. Section IV of the Consent Order will expire 60 days after HACB files that final report with the Court.

72. If HACB has failed substantially to satisfy the terms of this Order, the United States has good cause to believe that any violations of the FHA, the ADA, or Section 504 are ongoing, or if the interests of justice so require, the United States, upon notice to HACB and 30 days to cure, may file a motion requesting that the term of this Order be extended and HACB shall have the right to file an opposition to such motion.

73. HACB or the parties jointly may move the Court at any time to terminate this Order upon a showing by a preponderance of the evidence that HACB has reached “durable compliance” with this Order as defined below. At all times, HACB will bear the burden of demonstrating by a preponderance of the evidence its durable compliance. “Durable compliance” means “full, effective, and lasting compliance” with this Order. To achieve full, effective, and lasting compliance, HACB must demonstrate that it has (a) achieved program accessibility as required in Sections IV–V; (b) created and implemented policies for tracking and processing reasonable accommodation requests as required in Section VI; (c) identified a Disability Rights Coordinator as required in Section VII; (d) trained relevant personnel as necessary to fulfil their responsibilities as required in Section VIII; and (e) paid all funds to the aggrieved persons and to the United States as required in Sections IX-X. Full, effective and

lasting compliance must be continuously maintained for all the requirements referenced herein for at least one year prior to termination of the Order.

74. If HACB has reached full, effective, and lasting compliance for at least one year with a part of the Order, HACB or the parties jointly may agree to move the Court to terminate that part of the Order if it is sufficiently severable from the other requirements of the Order. In determining whether there is full, effective, and lasting compliance with a part of the Order, all the requirements of the Order may be assessed collectively to determine whether the intended outcome of the part has been achieved.

XIII. ENFORCEMENT

75. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order. However, in the event of a failure by HACB to perform in a timely manner any act required by this Order, or otherwise to act in conformance with any provision thereof, the United States may move the Court to impose any remedy authorized by law or equity. Remedies include, but are not limited to, findings of contempt, an order requiring performance of such act or deeming such act to have been performed, and an award of damages, costs, and reasonable attorneys' fees that may have been occasioned by the violation or failure to perform. Absent exigent circumstances, the United States will allow HACB 60 days to cure a violation of this Order once notified by the United States before moving the Court for relief.

76. In the event that HACB engages in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. 3614(d)(1)(C)(ii).

XIV. COSTS OF LITIGATION

77. Each party to this litigation will bear its own costs and attorney's fees associated with this litigation.

XV. MODIFICATION

78. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties. The other provisions of this Order may be modified only by motion to the Court.

XVI. TERMINATION OF LITIGATION HOLD

79. The parties agree that, as of the date of entry of this Consent Order, litigation is not "reasonably foreseeable" concerning the matters described above. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information ("ESI"), or things related to the matters described above, the party is no longer required to maintain such litigation hold. However, HACB shall retain all information necessary to identify potentially aggrieved persons until the process described in Section IX, above, is complete. Nothing in this paragraph relieves either party of any other obligations imposed by this Order.

IT IS SO ORDERED this _____ day of _____, 2019

JANET C. HALL
UNITED STATES DISTRICT JUDGE

For Plaintiff United States:

JOHN H. DURHAM
United States Attorney
District of Connecticut

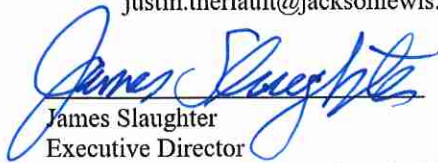
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James Slaughter
Executive Director
Housing Authority of the City of Bridgeport d/b/a Park City Communities
150 Highland Ave.
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APPENDIX A

CERTIFICATION OF TRAINING AND RECEIPT OF CONSENT ORDER

On _____ [date], I attended training on the federal Fair Housing Act, Section 504 of the Rehabilitation Act, and Title II of the Americans with Disabilities Act. I have had all of my questions concerning these topics answered to my satisfaction.

On _____ [date], I attended training on the Housing Authority's reasonable accommodation policies and procedures. I have had all of my questions concerning these topics answered to my satisfaction.

I have also received a copy of the Consent Order entered in *United States v. Housing Authority of the City of Bridgeport, d/b/a Park City Communities*, filed in the United States District Court for the District of Connecticut. I have read and understand these documents and have had my questions about these documents answered. I understand my responsibilities under the Consent Order and will comply with those responsibilities.

Date

Employee/Agent Name (Print)

Employee/ Agent Signature

APPENDIX B

FULL AND FINAL RELEASE OF CLAIMS

In consideration for the parties' agreement to the terms of the Consent Order entered into in the case of *United States v. Housing Authority of the City of Bridgeport, d/b/a Park City Communities*, Case No 3:17cv1922 (D. Conn.), as approved by the United States District Court for the District of Connecticut, and in consideration for total payment in the amount of \$_____, plus any interest, I, _____, do hereby fully release and forever discharge the Housing Authority of the City of Bridgeport, as well as its agents, employees, or former employees from any and all fair housing claims set forth, or which could have been set forth, in the Complaint in this lawsuit that I may have had against any of them for any of the Housing Authority's actions related to those claims through the date of the entry of the Consent Order.

I understand that payments will be made in two installments of approximately \$_____ and \$_____, in or around December 2021 and December 2023.

Executed this ____ day of _____, 20__.

Signature

Print Name

Home Address

Home Address Continued