12/20/04

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

DEC 17 2004
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND

RICKEY D. BAILEY, IRENE PRESTON, and LUCY CURTIS, et al. Plaintiffs, v. HOUSING AUTHORITY OF BALTIMORE CITY, Defendant	JFM-02-CV-225
and UNITED STATES OF AMERICA, Plaintiff, v. HOUSING AUTHORITY OF BALTIMORE CITY, Defendant.	JFM-04-CV-03107

INTRODUCTION

Plaintiffs Rickey Bailey, Irene Preston, and Lucy Curtis (hereinafter Private Plaintiffs) initiated this action on January 22, 2002, alleging that the Defendant, Housing Authority of Baltimore City ("HABC"), has engaged in discrimination against persons with disabilities in the administration of its housing programs. Specifically, Private Plaintiffs allege that the Defendant has violated the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 et seq. ("Fair Housing Act"), Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq. ("Section

504"), Title II of the Americans with Disabilities Act, 42 U.S.C. §§ 12131-12134 ("Title II"), the United States Housing Act, 42 U.S.C. § 1437 et seq., and 42 U.S.C. § 1983 by engaging in a series of practices designed to exclude plaintiffs from obtaining the full use and benefit of HABC's public housing program. Plaintiffs allege that these practices include but are not limited to (1) failing to transfer persons with disabilities residing in HABC public housing into accessible housing units, (2) failing to modify housing to make it accessible for persons with disabilities residing therein, (3) refusing to permit persons with disabilities to apply for housing for which they were eligible, (4) misleading persons with disabilities about their eligibility to apply for housing and about the availability of housing for persons with disabilities, (5) failing to respond to requests from persons with disabilities for reasonable accommodations, and (6) designing and developing the public housing system in a manner that excludes persons with disabilities.

Prior to filing suit, the Private Plaintiffs allege that they had worked with Defendant HABC for over three (3) years in an attempt to encourage Defendant to cease its illegal exclusion of non-elderly people with disabilities from mixed population public housing. Private Plaintiffs allege they had also urged Defendant to perform the HUD-mandated Section 504 Needs Assessment and create the required Transition Plan that would outline a plan to improve the accessibility of its public housing stock and the common areas in its housing developments, and to improve its policies, rules and procedures as they relate to persons with mobility, hearing and vision impairments. Private Plaintiffs believed that their attempts had proven to be unsuccessful and consequently filed the above-referenced class action lawsuit in this court.

In February 1995, the United States Department of Housing and Urban Development ("HUD") and Defendant executed a Voluntary Compliance Agreement ("VCA") pursuant to 24

C.F.R. § 8.56(j)(2). The VCA required the Defendant to take various steps to improve the accessibility of its housing and non-housing facilities, programs, and services. In the years following the execution of the VCA, HUD granted Defendant a number of extensions and encouraged Defendant to comply with the provisions of the VCA to improve the accessibility of its housing and non-housing programs. By 2002, Defendant had not implemented many of the requirements set forth in the 1995 Voluntary Compliance Agreement. On October 7, 2002, after efforts to reach a new Voluntary Compliance Agreement with Defendant proved unsuccessful, HUD referred the matter to the United States Department of Justice for litigation.

After conducting an investigation, in March 2003 the United States formally informed Defendant of its intention to file a lawsuit against the Housing Authority of Baltimore City. The United States informed Defendant that the United States' complaint would allege that Defendant violated Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq. ("Section 504"), Title II of the Americans with Disabilities Act, 42 U.S.C. §§ 12131-12134 ("Title II"), and the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 et seq. ("Fair Housing Act") by engaging in a pattern or practice of discrimination against persons with disabilities in the administration of its housing programs. Specifically, the United States alleges the Defendant has violated the above statutes by (1) denying access to its public housing and Section 8 housing programs to persons with disabilities; (2) operating housing programs that are not accessible to persons with disabilities; (3) failing to make available a sufficient number of public housing units that are fully accessible to persons with mobility impairments and/or vision or hearing impairments; (4) failing to make common areas of its public housing developments and its administrative offices accessible to persons with mobility impairments; (5) unlawfully excluding non-elderly persons with disabilities from "mixed population" housing; (6) failing to complete a

timely assessment of the needs of persons with disabilities for accessible housing as required by Section 504 and Title II regulations; (7) failing to distribute accessible units throughout its public housing developments in a sufficient range of sizes comparable to those available to persons without disabilities and failing to maximize the placement of persons with disabilities in accessible public housing units; (8) failing to grant requests for reasonable accommodation to applicants for and residents of public housing and applicants for and recipients of Section 8 housing vouchers; and (9) failing to provide assistance to Section 8 applicants with disabilities in finding and retaining suitable housing, including accessible housing for persons with mobility impairments.

At the request of the parties and the Court, the United States became involved in court-sponsored mediation that had been initiated to resolve the lawsuit filed by Private Plaintiffs. Defendant does not admit liability for any actions, practices or omissions raised in the Plaintiffs' claims. However, the Defendant, the United States, and Private Plaintiffs desire to avoid costly and protracted litigation and agree that the claims against the Defendant should be resolved without an evidentiary hearing. Accordingly, as indicated by the signatures appearing below, the parties have consented to entry of this Consent Decree.

IT IS HEREBY AGREED AND ORDERED, as follows:

I. DEFINITIONS

1. The following terms when used in this Consent Decree shall have the following meanings:

   A. "Effective Date of the Consent Decree" refers to the date the Court gives final approval to and enters this Consent Decree.

   B. "United States" refers to the United States Department of Justice.

C. "Plaintiffs" refers to both plaintiff parties--the United States and the Private Plaintiffs.

D. "Disability" and "Handicap" shall have the same meaning in this Decree and shall have the definition set forth in 42 U.S.C. § 3602(h).

E. "Accessible" when used with reference to a building, physical structure, or a portion of a building or structure, including a dwelling unit, shall mean capable of being approached, entered, exited, and used by individuals with disabilities, including persons who use wheelchairs. A building, structure, or portion of a building or structure that is designed, constructed, altered, or adapted and complies with the Uniform Federal Accessibility Standards (UFAS), 49 F.R. 31528 (1984), as amended by 50 F.R. 49039 (1985), and where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards), Appendix A to 28 C.F.R. § 36 (excluding the elevator exceptions contained in §§ 4.1.3(5) and 4.1.6(1)(K) of the Standards), and the Fair Housing Act Accessibility Guidelines, 56 Fed. Reg. 9472 (1991), meets the minimum standards for compliance and is accessible.

F. "Accessible" when used with respect to a program means affording persons with disabilities an equal opportunity to participate in the program without disability-related barriers to access and incorporates the effective communication requirements of 28 C.F.R. §§ 35.160 - 35.164.

G. "Accessible Features" means specific features added to housing units for use by a person with a disability. Accessible Features include, but are not limited to, grab

bars, hand rails, lever handles on faucets, raised toilet seats, and benches for a shower or bathtub.

H. "Accessible Route" refers to a continuous unobstructed path that connects all accessible elements and spaces in a building or facility and complies with UFAS requirements or the ADA Standards. Interior accessible routes may include corridors, floors, ramps, elevators, lifts, and clear floor space at fixtures. Exterior accessible routes may include parking access aisles, curb ramps, crosswalks at vehicular ways, walks, ramps, and lifts.

I. "Household" or "households" refers to any individual, family, or any group of persons--whether or not they are related by blood, marriage, or adoption--who live together or intend to live together in a single housing unit.

J. "Family" or "Families" shall have the same meaning as "household" or "households."

K. "Non-Elderly Person with a Disability," for purposes of this Decree, refers to a family whose sole member, head of household, or head of household's spouse is a person with a disability who is under age sixty-two (62), and which is eligible for a one-bedroom public housing unit or for a two-bedroom public housing unit because a second bedroom is needed for disability-related reasons; and who is on an HABC waiting list for public or Section 8 subsidized housing.

L. "Public Housing Units" refers to units subsidized through an Annual Contributions Contract (ACC) between HABC and the U.S. Department of Housing and Urban Development (HUD). Public housing units may be owned

and operated by HABC or some other entity pursuant to an agreement with HABC.

M. "Mixed Population" refers to public housing buildings that are occupied exclusively by persons who are elderly (age 62 and over), persons who are near elderly (age 50 and over), and/or persons with disabilities.

N. "Family Developments" or "family public housing" refers to public housing that is neither mixed population housing nor housing designated for elderly only as described in paragraph V of this Section.

O. "Scattered Site Units" refers to public housing units owned or managed by HABC, or some other entity pursuant to an agreement with HABC, that are not physically located in the family, elderly only, or mixed population public housing developments.

P. "HOPE VI properties" include any and all housing facilities, nonhousing facilities, common areas, buildings, and properties owned and/or managed by HABC, or some other entity pursuant to an agreement with HABC, for which HABC receives or has received funds from the U.S. Department of Housing and Urban Development as part of the Department's HOPE VI program.

Q. "Section 8 Program" refers to rental assistance under Section 8 of the United States Housing Act of 1937, 42 U.S.C. § 1437f, consisting of the Housing Choice Voucher Program and Project Based vouchers, or any successor program(s).

R. "Housing Choice Voucher" or "HCV" refers to tenant-based rental assistance under the Section 8 Program.

S. "Project-Based Voucher" refers to rental assistance under the Section 8 Program that may be used only at a specific privately owned unit, pursuant to a contract for a term of years between HABC and a private landlord or developer.

T. "Voucher Search Term" refers to the period of time that a household has to search for a housing unit once HABC has issued a Housing Choice Voucher and before the voucher expires.

U. "New Housing Development Projects" refers to public housing created by HABC through new construction or acquisition, or long term affordable housing procured by HABC during the term of this Decree.

V. "Designated Units" refers to public housing for which HABC has obtained HUD approval to restrict occupancy to persons with disabilities, elderly persons, or some combination thereof, as provided by 42 U.S.C. §1437e.

W. "Long term affordable housing units" refers to housing units that are affordable as defined in paragraph 60 of this Decree, and shall remain affordable for a minimum of forty (40) years. These units are the equivalent of public housing and, for purposes of this Decree, constitute long term affordable housing units only if the households residing in them receive any and all rights, privileges, and benefits that are provided to HABC's public housing residents or applicants.

X. "HABC Public Offices" refers to all of the following offices: the management office for each development and for the scattered site units, and the offices in each of the administrative buildings that are frequently used by HABC tenants and applicants, including waiting areas for the Section 8, Public Housing, and RAP programs; the Customer Relations Center (or subsequent locations); areas/offices

where interviews or briefings are held; the Office of Fair Housing and Equal Opportunity; and the HABC/HCD Omsbudman's office.

Y. "UFAS-compliant" refers to compliance with Section 4.34 of the Uniform Federal Accessibility Standards (UFAS), 49 F.R. 31528 (1984), as amended by 50 F.R. 49039 (1985), as they detail standards for accessibility for persons with mobility impairments, unless it is explicitly stated in the text of this Decree that compliance refers to accessibility for persons with vision and hearing impairments.

II. JURISDICTION, PURPOSE, AND SCOPE OF ORDER

2. The purpose of this Consent Decree is to ensure compliance with and redress violations of Section 504, Title II of the ADA, and the Fair Housing Act and their implementing regulations, 24 C.F.R. pt. 8 and pt. 40, 28 C.F.R. pt. 35, and 24 C.F.R. pt. 100. All actions required to be taken herein are intended to be coextensive with the remedial reach of these statutes and regulations.

3. The parties stipulate and the Court finds that the Court has personal jurisdiction over HABC for purposes of this Civil Action, and subject matter jurisdiction over the claims in this Civil Action pursuant to 28 U.S.C. §§ 1331 and 1345; 42 U.S.C. § 12133; 28 U.S.C. §§ 2201 and 2202; 42 U.S.C. § 1437; and 42 U.S.C. § 3614(a).

4. The provisions of this Consent Decree apply to the Housing Authority of Baltimore City and its employees, agents, and successors.

5. Unless otherwise specified, the provisions of this Consent Decree shall remain in effect for six (6) years from the effective date of this Decree, or until the provisions have been

implemented, whichever is later. The following provisions shall remain in effect for ten (10) years from the effective date of this Decree, or until these provisions have been implemented, whichever is later: Section IV (Accessibility of Housing Units and Common Areas) Paragraphs 9, 11-21, 25, 26, and 40; Section VII (Creation of Housing Opportunities) Paragraphs 58-61, 69, 73-75, and 77-79; Section XIII (Monitoring and Enforcement by Private Plaintiffs); and Section XIV (Reporting and Record Keeping), Paragraphs 122(o)(q)(r)(s) and (t), and 123(g).

6. The Court shall retain jurisdiction over this Action for the duration of this Consent Decree for the purpose of enforcing any of its provisions and terms.

7. The parties and their attorneys agree to work cooperatively with each other and in good faith to use their best efforts to seek the Court's approval of this Consent Decree and to effectuate the purposes of this Consent Decree. The parties also agree to attempt to resolve informally any differences regarding interpretation of and/or compliance with its terms prior to bringing such matters to the Court for resolution. The parties further agree to attempt to resolve informally any issues that arise concerning compliance that are due to changes in circumstances beyond Defendant's control that markedly affect Defendant's ability to meet its obligations under this Decree.

III. GENERAL NONDISCRIMINATION PROVISIONS

8. Defendant, its officers, employees, agents and successors of the Housing Authority of Baltimore City are hereby enjoined from:

(a) Discriminating on the basis of disability as prohibited by Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, or the Fair Housing Act;

(b) Denying or otherwise making unavailable an HABC housing unit or a housing choice voucher administered by HABC because of a handicap of the tenant, voucher holder, or applicant, or any person associated with the tenant, voucher holder, or applicant, in violation of Section 504, Title II, or the Fair Housing Act, including but not limited to steering persons with disabilities to housing that is inferior to that offered to persons without disabilities;

(c) Discriminating against a person in the terms, conditions or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of a handicap of that person or any person associated with that person in violation of Section 504, Title II, or the Fair Housing Act;

(d) Failing to provide program access for persons with disabilities as required by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act;

(e) 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, Title II of the Americans with Disabilities Act, and the Fair Housing Act;

(f) Violating 24 C.F.R § 100.70(a), 24 C.F.R § 100.70(c), 24 C.F.R § 8.4(d), or 28 CFR § 35.130(d), which, inter alia, prohibit the restriction of housing choices in a

manner that perpetuates or tends to perpetuate segregated housing patterns; prohibit assigning persons to a particular section of a development or a particular floor of a building because of, among other things, disability; and require recipients of federal financial assistance to administer programs and activities in an integrated setting appropriate to the needs of qualified individuals with handicaps. Provided however, in accordance with its Compliance Plan created pursuant to Section IV E of this Decree and with the consent of the parties, Defendant may cluster a limited number of UFAS units if necessary due to the structural constraints of the buildings, the topography of the site, or for other reasons agreed to by the parties;

(g) Limiting eligibility for any newly constructed public housing unit to elderly persons only at any time during the term of this Decree; and

(h) Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right protected by Section 504, Title II, or the Fair Housing Act.

IV. ACCESSIBILITY OF HOUSING UNITS AND COMMON AREAS

A. Creation of Accessible Housing Units

9. Defendant shall make available for occupancy no fewer than 755 units of public housing[1] that are accessible for persons with mobility impairments in accordance with the Uniform

Federal Accessibility Standards ("UFAS"). Defendant shall make available for occupancy an additional 283 units of public housing that are accessible for individuals with vision and hearing impairments in accordance with UFAS. Each such unit shall be served by an accessible route as defined by UFAS.[2] Routes that serve only accessible units intended for persons with hearing or vision impairments need not comply with those UFAS requirements intended to effect accessibility for persons with mobility impairments.

10. Defendant shall identify fourteen (14) scattered site units that shall be made UFAS compliant for persons with mobility impairments. In addition to these 14 units, Defendant shall provide the sum of $2,000,000.00 to create as many additional UFAS-compliant scattered site units as possible in as efficient a manner as possible, and it will create no fewer than sixteen (16) additional UFAS-compliant scattered site units (in excess of the original 14) using this sum. If Defendant determines that it is unable to create more than twenty (20) such additional units with this sum, it will work with the Plaintiffs to maximize the number of scattered sites above 16 that can be made UFAS compliant.

11. A maximum of nineteen (19) of the UFAS-compliant units described in paragraph 9 may be units in privately owned housing subsidized with project-based vouchers through the Section 8 program. Defendant shall ensure in its funding agreements with private landlords that the households are provided with the same benefits and lease terms as

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[1] The majority of the units will be public housing units. However, as described in other paragraphs in this section of the Decree, some of the 755 units may be long term affordable housing units and nineteen (19) of the 755 units may be units subsidized with project-based vouchers.

[2] Elevators on accessible routes shall comply with applicable UFAS requirements. However, with respect to one specific set of elevators—the elevators at HABC's "West 20" public housing complex located at 11 West 20th Street in Baltimore—the parties shall meet and confer within thirty (30) days of the effective date of this Decree to determine how to address the accessibility of elevators at this location.

public housing tenants. Defendant shall require that nineteen (19) such units remain available for a period of not less than ten (10) years for use by persons who have applied for HABC public housing and are selected by Defendant.

12. A minimum of sixty (60) of the UFAS-compliant units described in paragraph 9 above shall be provided in buildings constructed after 2003[3] and shall be developed as public housing or long term affordable housing. Defendant shall make a good faith effort to make these 60 units available as public housing units.

13. Contingent upon sufficient funding, an additional sixty (60) of the units described in paragraph 9 above shall be provided in buildings constructed after the effective date of this Decree. Such units shall be made available as public housing or as long-term affordable housing units.

14. In order for long term affordable housing units to count toward Defendant's satisfaction of its obligations under this Decree, Defendant shall include in its contracts with landlords of the long term affordable housing units all requirements that are necessary to ensure that residents in and applicants for these units receive any and all rights, privileges, and benefits that are provided to HABC's public housing residents, unless such rights, privileges, and benefits are prohibited by Federal statute. These requirements shall include but not be limited to the following:

    (a) landlords shall apply the same admissions and eligibility criteria applicable to public housing applicants;

    (b) landlords must renew the leases of tenants receiving Section 8 subsidies through HABC upon termination of the lease terms unless the landlord can show good cause for terminating the landlord-tenant relationship with that particular tenant.

Applicants for long term affordable housing units shall not be required to pay any fees beyond those fees required of public housing applicants, including application fees and security deposits. Defendant also hereby agrees to seek any waiver(s) potentially available from HUD that may be necessary to ensure that residents in and applicants for long term affordable housing units receive any and all rights, privileges, and benefits that are provided to HABC's public housing residents, unless such rights, privileges, and benefits are prohibited by Federal statute.[4]

15. With respect to the 120 UFAS compliant units described in paragraphs 12 and 13, Defendant shall indicate in the Compliance Plan, described in Section IV E below, whether such units will be public housing or long term affordable housing units. If Defendant is unable to offer long term affordable housing units that offer identical rights, privileges, and benefits to tenants and applicants as public housing units, Defendant shall create additional UFAS compliant public housing units in its existing inventory instead of long term affordable housing units.

16. The units described in paragraphs 9 through 13 shall be offered to households currently in HABC public housing or on HABC's public housing waiting list.

17. The UFAS-compliant public housing units in buildings constructed after the effective date of this Decree that will count toward Defendant's satisfaction of its obligations under this Decree shall be those that exceed 5% of the newly created units that Defendant

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[3] HABC's provision of future housing using HUD funds is subject to applicable HUD regulations.

[4] The parties agree that the Earned Income Disregard, 24 C.F.R. § 5.617(b) and § 960.255(b), is an exception to the requirement that residents in long term affordable housing have rights, privileges and benefits equivalent to those afforded to residents in public housing. The Earned Income Disregard available to residents of public housing will not be applied to households in the Section 8 Program when the income is earned by a household member who is someone other than the person with a disability, unless permitted by federal law.

is required to make UFAS-compliant independent of this Decree pursuant to 24 C.F.R. § 8.22. UFAS-compliant units created in buildings constructed after the effective date of this Decree will count toward satisfaction of the Defendant's obligations under this Decree only after Defendant has complied with 24 C.F.R. § 8.22.

18. If Defendant is unable to make all 120 units described in paragraphs 12 and 13 available in buildings constructed after 2003 or after the effective date of this Decree, Defendant shall make a minimum of sixty (60) units described in paragraph 12 available in buildings constructed after 2003, and shall make as many as possible of the remaining sixty (60) UFAS- compliant units available in buildings constructed after the effective date of this Decree, with the balance of the remaining sixty (60) UFAS units to be created by bringing units in Defendant's existing public housing inventory into compliance with UFAS. The feasibility of producing the remaining 60 UFAS units in buildings constructed after the effective date of this Decree as opposed to existing public housing will be addressed in the Compliance Plan. In no event shall Defendant create fewer than 755 units of UFAS-compliant housing that are available for public housing tenants or applicants by the conclusion of the time periods set forth in paragraph 40 below.

19. Regardless of the total number of new units constructed by Defendant during the term of this Decree, Defendant shall make 70 units in buildings constructed after 2003, or 7% of the units in these developments and/or buildings–whichever is greater--compliant with UFAS. Nothing in this Decree shall constitute a waiver of or exemption from Defendant's obligations pursuant to 24 C.F.R. § 8.22.

20. Consistent with 24 C.F.R. § 8.26 and 28 C.F.R. §35.150(b), Defendant shall make the UFAS-compliant units described in paragraphs 9 through 13 available in a range of sizes

and with a range of amenities that reflects the distribution of sizes and amenities in Defendant's overall housing inventory. Defendant shall make available no fewer than 287 one bedroom units, 192 two bedroom units, 151 three bedroom units, 40 four-bedroom units, 9 five bedroom units, and 9 six bedroom units that are UFAS-compliant. Defendant shall also make available no fewer than 67 "one-bedroom convertible" units, which shall be dispersed through no fewer than six (6) of its mixed population buildings. "One-bedroom convertible" units are one-bedroom units that can be converted to provide separate, private sleeping accommodations for the person with a disability who resides there and a personal care attendant.

21. Consistent with 24 C.F.R. § 8.26 and 28 C.F.R. § 35.150(b), Defendant shall ensure that the units made accessible pursuant to this Decree are dispersed throughout the properties owned and/or managed by Defendant and are available in no fewer than 38 different housing developments. To the extent practicable, accessible units within a particular housing development shall be dispersed throughout the development. Notwithstanding this requirement, due to unique circumstances regarding HABC's Lakeview Towers development, UFAS-compliant units in the Lakeview Towers building may all be located on the same floor. In addition, due to the topography of some developments or certain areas of some developments, and the location of larger units within some developments, the parties acknowledge that it will not be practicable to disperse accessible units throughout all HABC developments.

22. In addition to the 755 units of UFAS-compliant public housing described in the preceding paragraphs, Defendant shall also provide 75 units of "near UFAS-compliant" public housing that shall be made available to households that include a member with a

disability who does not require a fully compliant UFAS unit. Such units shall fully comply with UFAS with the exception of specific exemptions set forth in Attachment A. Defendant shall ensure that these units meet the definition of "near UFAS-compliant" set forth in Attachment A and are available for occupancy as "near UFAS-compliant" units in accordance with the deadlines set forth in paragraph 39 below.

23. Within one hundred twenty (120) days of the effective date of this Decree, Defendant shall provide to the Plaintiffs a list of the addresses of the 75 proposed "near UFAS-compliant" units, including the name of the development in which the unit is located, unit number, and street address.

24. If any of the proposed "near UFAS-compliant" units are currently occupied and the existing tenant has requested that HABC refrain from making one or more of the modifications to his or her unit that is necessary to bring the unit into compliance with the definition of "near UFAS-compliant" units contained herein, Defendant will provide the name, address, and phone number of each such household to Plaintiffs' counsel within one-hundred twenty (120) days of the effective date of this Decree. A representative of Private Plaintiffs shall promptly conduct an interview with the members of such households. If counsel for Private Plaintiffs confirms that the existing residents prefer that HABC refrain from making certain specific modifications to the unit they are occupying, such modification(s) will not be made until that household vacates the unit or until six (6) years from the effective date of this Consent Decree, whichever is earlier. Conversely, if counsel for Private Plaintiffs represent that certain or all of the modifications are desired by the resident with the disability, then Defendant shall arrange for the modifications to be made. Defendant shall pay reasonable costs for the time spent

by counsel for Private Plaintiffs in interviewing households pursuant to this Paragraph of the Decree.

25. For each of the 755 UFAS-compliant units for persons with mobility impairments and each of the 75 near-compliant units that Defendant creates pursuant to this Decree, Defendant shall provide Plaintiffs with a signed certification from an architect who has been approved by the United States attesting to the fact that the unit is accessible to persons with mobility impairments (including persons who use wheelchairs) in full compliance with UFAS requirements, or that the unit meets the definition of a "near UFAS compliant" unit set forth in Attachment A, whichever is applicable. For units described in paragraph 27 below, Defendant shall submit to the Plaintiffs signed certifications within one hundred twenty (120) days of the effective date of the Decree. For units described in other paragraphs of this Section, Defendant shall submit signed certifications by the deadlines set forth in Paragraph 40 of this Decree. For purposes of this Decree, no unit will be considered to be UFAS-compliant or "near-UFAS compliant" unless Plaintiffs have received a signed certification from the approved architect indicating that the unit complies with UFAS standards or the definition of "near UFAS compliant" set forth in Attachment A. Plaintiffs shall have the right to inspect units on the list upon reasonable notice to Defendant and at a time mutually agreed upon by the parties for the purpose of verifying compliance with the terms of this Decree.

26. Defendant has selected and entered into a contract with Steven Winter Design, Inc., an architectural firm with expertise in designing retrofits to make facilities accessible, to serve as the certifying architect who will verify the compliance of the UFAS and "near UFAS-compliant" units. Plaintiffs have no objection to the selection of Steven Winter

Design, Inc. as the organization that will inspect and certify the units, provided that Mr. Winter himself oversees the project and signs the certification statements to be provided to Plaintiffs. Should Steven Winter Design, Inc. become unable or unwilling to complete its responsibilities to inspect and certify all UFAS-compliant and near UFAS-compliant units that Defendant is required to create under this Decree, Defendant shall prepare and distribute a Request for Proposals to identify an architectural firm interested in performing the certification responsibilities. Defendant shall submit to the Plaintiffs for approval (which approval shall not be unreasonably withheld) the name of the architect or firm to which it intends to award the contract.

27. No later than one hundred twenty (120) days after the effective date of this Decree, Defendant shall provide to the Plaintiffs a list of all public housing units in its inventory known to Defendant to be accessible for persons with mobility impairments in compliance with UFAS, or believed by Defendant to meet the definition of "near UFAS-compliant" referenced in paragraph 22 above. For each unit, Defendant shall provide the name of the development in which the unit is located, unit number, and a street address. Plaintiffs shall have the right to inspect units on the list upon reasonable notice to Defendant and at a time mutually agreed upon by the parties for the purpose of verifying compliance with the terms of this Decree.

B. Interim Solution for Households with Immediate Needs

28. For all HABC public housing tenants with disabilities and designated applicants who have "immediate needs" for an accessible unit, or for a unit with certain accessible features, or are otherwise eligible as set forth in the Immediate Needs Plan attached hereto as Attachment B, Defendant will create an individualized plan to address the

particular household's immediate need(s) in a prompt manner. As set forth in Attachment B, the term "designated applicants" shall include households, which include a member with a disability, that have reached the top of HABC's public housing waiting list since January 1, 1998, and were found eligible for public housing but did not lease a unit because there was no unit available that met the family's accessibility needs. HABC shall adhere to the "Immediate Needs Plan" attached hereto as Attachment B, which was agreed upon by the parties and is hereby incorporated as a part of this Decree.

29. Defendant shall ensure that every public housing resident has been mailed a notice notifying them about the Immediate Needs Plan by April 30, 2004.

C. Common Areas in Housing Developments

30. Consistent with 24 C.F.R. § 8.21 and 28 C.F.R. § 35.150, Defendant shall ensure that all common areas in HABC housing developments are accessible to persons with vision, hearing, and mobility impairments, including persons who use wheelchairs. Common areas that shall be made accessible for persons with disabilities include but are not limited to management and services offices, mailboxes, laundry facilities, meeting rooms, recreational facilities, community centers, child care centers, and public or common use restrooms.

31. Defendant shall arrange for the certifying architect referred to in paragraph 25 to survey all common areas of all developments that contain or will contain one or more accessible unit. The certifying architect shall compile a list of all elements of the common areas surveyed that the architect has determined to be inaccessible and the modifications that must be made to make them accessible. Upon reasonable notice to Defendant, the United States or Private Plaintiffs may, at their discretion and expense, inspect the common areas

at any time during the duration of this Decree.

32. Defendant shall make all modifications necessary to make the common areas accessible within eighteen (18) months of the effective date of this Decree. If it is impossible for Defendant to make certain structural changes to common areas within this time frame, Defendant shall propose reasonable accommodation alternatives to be approved by the Plaintiffs.

33. At the fifth meeting of the parties pursuant to paragraph 124 of this Decree, or not later than eighteen (18) months after the effective date of this Decree, and every year thereafter, the parties will discuss whether the addition of any newly accessible units to developments that did not previously include any accessible units requires that additional common areas be made accessible. The parties shall agree on modifications to the plan submitted by Defendant pursuant to Section IV. E, below.

D. HABC Administrative Offices

34. Defendant shall make any and all modifications necessary to make all of its administrative offices that are open to participants in its housing programs or the general public accessible to persons with vision, hearing, or mobility impairments, including persons who use wheelchairs.

35. With respect to its offices at 417 East Fayette Street and 312 North Martin Luther King Boulevard, Defendant shall make all accessibility modifications listed in Attachment C. Defendant shall complete the modifications by the deadlines listed on Attachment C.

36. With respect to its offices at 300 Cathedral Street, the building in which the administrative offices for the Section 8 program are located, Defendant has determined that it must vacate this building. Beginning no later than (9) months after the effective

date of this Decree, Defendant shall carry out its administration of the Section 8 program in a different building that is accessible to persons with vision, hearing or mobility impairments, including persons who use wheelchairs.

37. In order to provide enhanced access to the program services offered at 300 Cathedral Street in the nine (9) months following the effective date of this Decree, Defendant shall take the following steps:

(a) By May 21, 2004 Defendant shall make a buzzer and intercom system available at an accessible location near the front entrance of the building. The buzzer shall comply with UFAS requirements concerning "Controls and Operating Mechanisms" set forth in UFAS Section 4.27. The buzzer shall ring into the security desk inside the building and will enable the caller outside of the building to request assistance from personnel at the security desk located inside the building. The intercom/buzzer shall bear a sign instructing the caller to ring the buzzer for assistance and indicating that the caller will receive a response within one (1) minute. The caller shall receive a response within that time.

(b) Defendant shall ensure that there is at least one staff person at the security desk during regular work hours to assist persons who use wheelchairs to enter the building to receive services. The duties of the assigned staff shall include responding to the buzzer and the intercom and escorting the person from the entrance to the building to their intended destination in the building as appropriate.

(c) By May 21, 2004 Defendant shall provide signage at or near the front entrance of the building notifying the public of the accessible entrance. The signage shall comply with the UFAS requirements for signage set forth in UFAS Section 4.30.

(d) By October 30, 2004, Defendant shall make one accessible bathroom that complies with UFAS available for men and women.

38. Within three (3) months after the effective date of the decree, Defendant shall have relocated its Public Housing Applications office to a building that is accessible to persons with vision, hearing or mobility impairments, including persons who use wheelchairs. Defendant shall use this location to offer Section 8 program services to persons who use wheelchairs. Services offered at this location shall include all services associated with the Section 8 application, interview, briefing, and informal hearing or review processes. Persons who use wheelchairs and need access to the Section 8 program services located at 300 Cathedral Street shall be provided the opportunity to utilize either Cathedral Street or the new Public Applications office. If requested, Defendant shall provide transportation to persons with disabilities from 300 Cathedral Street to the new location within thirty (30) minutes of the caller's arrival at 300 Cathedral Street.

39. The Plaintiffs may, at their discretion and expense, inspect the administrative offices covered by this paragraph at any time during the duration of this Decree.

E. Compliance Plan

40. No later than one hundred twenty (120) days after the effective date of the Consent Decree, Defendant shall provide to the Plaintiffs for approval a plan for compliance with its obligations under Section IV of this Decree.

(a) **Accessible Units**

(1) Creation of Accessible Housing Units

a. In the Compliance Plan, Defendant shall specifically describe the steps it will take to create or retrofit no less than one-half (½) of the total number of public housing rental units that are required to be made accessible under this Decree, including no less than one-half of the units required to be made accessible for persons with mobility impairments and no less than one-half of the units required to be made accessible for persons with vision or hearing impairments. Defendant shall also specifically describe the steps that it will take to ensure that 75 public housing units meet the definition of "near UFAS-compliant" units contained herein. The Compliance Plan shall also include a projected timetable for creation or retrofitting of all the accessible units required by this Decree. The timetable may be modified by the parties to this Consent Decree for good cause and upon written agreement. The timetable shall incorporate the following deadlines:

1. Within six (6) months after the effective date of this Decree, a minimum of fifty (50) of the "near UFAS-compliant" units described in paragraph 22 shall comply with the standards set forth in this Decree, including Attachment A, and shall be ready for occupancy and/or occupied.[5]

2. Within twelve (12) months after the effective date of this Decree, a

[5] Alternatively, Defendant may satisfy the requirement that fifty (50) "near UFAS-compliant" units be ready for occupancy by making fifty (50) units that are either "near UFAS-compliant" or fully UFAS-compliant ready for occupancy. In any event, within twelve (12) months after the effective date of this Decree, a minimum of 220 units that are fully compliant AND 75 units that are "near UFAS-compliant" must be ready for occupancy.

minimum of 220 of the public housing units Defendant is required to make accessible to persons with mobility impairments pursuant to the Decree shall fully comply with UFAS and shall be ready for occupancy and/or occupied; and all 75 of the "near UFAS-compliant" units shall comply with the standards set forth in this Decree, including Attachment A and paragraph 24, and shall be ready for occupancy and/or occupied. Six (6) of the 220 units shall be scattered site public housing units that shall fully comply with UFAS and shall be ready for occupancy and/or occupied. In addition, during the first twelve (12) months after the effective date of this Decree, Defendant shall have the necessary equipment in persons with vision and hearing impairments in compliance with stock to make a minimum of 142 public housing units accessible to UFAS on an as-needed basis in a timely manner.[6]

[6] Units will be made accessible for persons with hearing and vision impairments before the individual needing the accessible unit moves in. The move-in shall not be delayed by the modifications to the unit. For existing HABC residents, the units will be made accessible for persons with hearing and vision impairments within fourteen (14) days after HABC receives a request from the resident or otherwise becomes aware of the need for the modifications.

3. Within twenty-four (24) months after the effective date of this Decree, a minimum of 405 of the public housing units Defendant is required to make accessible to persons with mobility impairments pursuant to the Decree, including no fewer than fifteen (15) scattered site public housing units, shall fully comply with UFAS and shall be ready for occupancy and/or occupied. In addition, by twenty-four (24) months after the effective date of this Decree, Defendant shall have equipment in stock to make an additional 141 public housing units accessible to persons with vision and hearing impairments in compliance with UFAS on an as-needed basis in a timely manner (see footnote 6).

4. Within thirty-six (36) months after the effective date of this Decree, a minimum of 530 of the public housing units Defendant is required to make accessible to persons with mobility impairments pursuant to this Decree, including no less than 17 scattered site units, shall fully comply with UFAS and shall be ready for occupancy and/or occupied.

5. Within forty-eight (48) months after the effective date of this Decree, a minimum of 635 of the units Defendant is required to make accessible to persons with mobility impairments pursuant to this Decree, including no fewer than 30 scattered site units, shall fully comply with UFAS and shall be ready for occupancy and/or occupied.

6. Within sixty (60) months after the effective date of this Decree, a minimum of 679 of the units Defendant is required to make accessible for persons with mobility impairments pursuant to this Decree shall fully comply with UFAS and shall be ready for occupancy and/or occupied.

7. Within seventy-two (72) months after the effective date of this Decree, a minimum of 695 of the units Defendant is required to make accessible to persons with mobility impairments pursuant to this Decree shall fully comply with UFAS and shall be ready for occupancy and/or occupied. The balance of 60 units that Defendant is required to make accessible to persons with mobility impairments pursuant to this Decree shall fully comply with UFAS and shall be ready for occupancy and/or occupied before the conclusion of the term of this Consent Decree.

b. For each of the units specifically described in the Compliance Plan, Defendant shall state in the Compliance Plan the name of the development in which the unit is located, unit number, street address, and the number of bedrooms and bathrooms in the unit.[7] Defendant will also specify the changes they will make to each unit to bring it into compliance with UFAS, and the projected date when each unit shall be ready for occupancy.

[7] The parties agree that flexibility may be necessary in some instances and that, subject to approval by Plaintiffs, (which approval shall not be unreasonably withheld), a unit of the same size located in the same development as a unit specified in the Compliance Plan that is not considerably less desirable for any identifiable reason will generally be an acceptable substitute for a specified unit.

c. No later than nine (9) months after the effective date of this Decree, Defendant shall submit to the Plaintiffs an update to the Compliance Plan that contains the types of information described in the paragraph above for the remaining one-half of the units that are required to be made accessible to persons with mobility impairments within six (6) years of the effective date of this Decree. For those units to be produced through new housing development in years six (6) through ten (10), the parties agree that Defendant need not specifically identify those units in the Compliance Plan but will produce a draft development schedule for the units to be developed, which will be updated quarterly. Defendant shall identify the specific units two (2) years prior to the anticipated completion date of the units.

(2) Leasing of Newly Accessible Units

a. Current Public Housing Tenants. In the Compliance Plan Defendant shall set forth the procedures it will employ to move families into the newly accessible units. Such procedures shall ensure that the newly accessible units are offered first to households that need an accessible unit who are already residing in HABC public housing at the time the newly accessible units are ready for occupancy. Defendant shall describe the manner by which these tenants shall be notified of the availability of the newly accessible units, what information will be provided to these tenants about the newly accessible units, how these tenants are to communicate their interest in the newly accessible units to

HABC, and how the newly accessible units shall be allocated as they become available among existing public housing tenants who wish to move.

b. Households on HABC's Public Housing Waiting Lists. In the Compliance Plan Defendant shall set forth procedures for offering the newly accessible units to persons on HABC's public housing waiting list(s) after offers are made to all existing tenants with disabilities. Defendant shall describe the types of information it will provide to households on the waiting list(s), including but not limited to: 1) an estimated date when an accessible unit may be available; 2) how the household's decision to stay either on the waiting list and wait for an accessible unit or to move into an inaccessible unit and then wait for a transfer to an accessible unit will affect the time frame in which the household is offered an accessible unit.

(3) Vacating Units for Retrofitting

a. Defendant shall set forth in the Compliance Plan its procedures for vacating (through relocation) the occupied public housing units that it plans to retrofit. Defendant shall also set forth its procedures for keeping units that it plans to retrofit vacant when a resident (either through eviction or voluntarily) vacates the unit.

(b) **Common Areas in Housing Developments**

41. Defendant shall include in the Compliance Plan a list of all elements of the common areas in its housing developments that the certifying architect has determined to be

inaccessible and a list of the modifications that must be made to make them accessible. The list shall be signed by the certifying architect.

42. In the Compliance Plan, Defendant shall specifically describe its plans for modification of the common areas at all developments containing one or more accessible units. In the Compliance Plan Defendant will set forth a timetable for completion of the modifications as referenced in paragraph 31 that will incorporate a deadline of eighteen (18) months after the effective date of the Decree for the completion of all listed modifications.

43. Approval of Compliance Plan by the Plaintiffs. If the United States and Private Plaintiffs do not object to the Defendant's proposed Compliance Plan within sixty (60) days of receipt of the Plan, Defendant shall immediately begin to implement the Plan. If the United States or Private Plaintiffs object to any provision of the Plan, that party shall explain the nature of its objections and the parties shall confer and seek to reach agreement regarding the terms of the Plan. Defendant shall submit a final plan to the Plaintiffs for approval within forty-five (45) days of the date by which it received the objections. If the United States or Private Plaintiffs object to any provision of the final plan, they may seek assistance from the Court.

V. PROPERTIES CONSTRUCTED AFTER 1991

44. Defendant shall make any and all modifications necessary to make the properties it owns that were constructed since 1991, including its HOPE VI properties and any new properties to be constructed in the future, accessible to persons with disabilities in compliance with the Fair Housing Act, 42 U.S.C. § 3604(f) and as set forth in the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991), and in regulations

implementing Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a), at 24 C.F.R. § 8.22.

45. Defendant has selected and entered into a contract with Steven Winter Design, Inc., [hereinafter "accessibility expert"] to survey the HABC properties known as Pleasant View Gardens, The Townes at the Terraces (or "The Terraces"), and Heritage Crossing.

46. Within one hundred twenty (120) days of the effective date of this Decree, the accessibility expert shall create a list of modifications that must be made to the dwelling units and/or common areas at these properties in order to bring them into full compliance with the Fair Housing Act, 42 U.S.C. § 3604(f) and the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991), and the regulations implementing Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a), at 24 C.F.R. § 8.22. Within five (5) business days of receiving the list, Defendant shall provide a copy of the list to Plaintiffs. Within one hundred sixty (160) days of the effective date of this Decree, Defendant, in consultation with the accessibility expert and the plaintiffs, shall divide the needed modifications into two categories and the parties shall assign a deadline for completion to each category of modifications. One category of modifications shall be assigned an earlier deadline for completion and the other category shall be assigned a later deadline for completion. In dividing the modifications into the two categories, the parties shall consider the extent to which existing conditions deny access to persons with disabilities and the extent of the work required to complete the modification(s). Defendant shall complete the required modifications by the deadlines.

47. Defendant shall arrange to have the accessibility expert inspect the modifications made within sixty (60) days of the deadlines established pursuant to paragraph 46 above. The

expert shall provide signed certifications to Defendant that the modified elements now comply with the Fair Housing Act and the Fair Housing Accessibility Guidelines. Within ninety (90) days of the deadlines established pursuant to paragraph 46 above, Defendant shall provide copies of the certifications to Plaintiffs. The Plaintiffs may, at their discretion and expense, inspect the facilities, buildings, and properties covered by this paragraph upon reasonable notice to Defendant.

VI. ADMISSION OF TENANTS TO MIXED POPULATION HOUSING

A. Notice

48. Defendant shall notify applicants and prospective applicants for public housing of the existence of mixed population housing and the fact that mixed population housing is available to eligible non-elderly persons with disabilities in addition to elderly and near elderly persons.

49. Within sixty (60) days of the effective date of this Decree, Defendant shall have printed on its public housing application form an explicit statement that mixed population housing is available to eligible non-elderly persons with disabilities in addition to seniors and the near elderly.

50. Defendant shall design notices that provide applicants with information about mixed population public housing. The notices shall be brightly colored, written in high contrast lettering and easily readable. The notices shall contain the following information:

    (a) Non-elderly persons with disabilities may be eligible for mixed population housing and should apply for such housing;

(b) Efficiency units in mixed population buildings may be available sooner than other types of HABC housing.

51. Within thirty (30) days of the effective date of this Decree, Defendant shall:

(1) Include the notice described in Paragraph 50 with each application form for the Public Housing and Section 8 programs that HABC provides to applicants, participants, or other members of the public; and

(2) Mail the notice described in Paragraph 50 to all households on HABC's waiting lists for the Public Housing and Section 8 programs. This notice shall also inform the recipients that families on the Public Housing or Section 8 program waiting list(s) who require a zero or one-bedroom unit, or who require a two bedroom unit for disability-related purposes, should notify HABC and shall be placed on the waiting list for mixed population housing according to their original date of application to the Public Housing and/or Section 8 program(s).

52. Within thirty (30) days of the effective date of this Decree, Defendant shall post signs containing the information set forth in Paragraph 50 in all HABC Public Offices. The signs shall be no smaller than 11" by 14" in size.

B. Eligibility Interview and Determination[8]

53. Defendant shall ensure that there is a procedure in place and a reasonable period of time in which applicants can easily request a postponement of the eligibility interview.

54. Defendant shall utilize all of the personal contact information the applicant has provided on the public housing application as well as the emergency contact information on the application before terminating the applicant for failure to attend the eligibility interview.

55. Once Defendant has conducted an eligibility interview with an applicant whose household includes a non-elderly person with a disability, and the applicant has submitted all required documentation, Defendant shall provide the applicant with a written determination, within forty-five (45) days, as to the household's eligibility.

56. If Defendant has determined that the household is eligible for admission to public housing, Defendant shall include in the eligibility determination the estimated amount of time until a housing unit will become available. Defendant shall also notify the applicant ninety (90) days before the approximate date on which a housing unit will become available.

57. If Defendant has determined that the household is not eligible for admission to public housing, Defendant shall include in the eligibility determination a notice that the applicant can request an informal hearing. Defendant shall include a form that the applicant can use to request such hearing, and will advise the applicant of any time limit by which he or she must submit the hearing request.

(a) Defendant shall hold such informal hearing within fourteen (14) working days of the date it receives the applicant's request for such hearing, except if the applicant makes a request to hold the hearing at a later date or requests a postponement.

(b) Defendant shall ensure that there is a procedure in place and a reasonable period of time by which applicants can easily request a postponement of the informal hearing.

(c) Defendant shall provide the applicant with a written copy of the decision from the informal hearing within fourteen (14) working days of the date of such hearing.

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[8] The requirements concerning eligibility interviews and determinations set forth in this section of the Decree are not limited to households applying for mixed population housing but shall apply to households that include a member

(d) If, after the informal hearing, Defendant overturns its original denial and finds the applicant to be eligible for public housing, Defendant shall include with the decision referenced in this paragraph the estimated amount of time until a housing unit will become available. Defendant shall also notify the applicant ninety (90) days before the approximate date on which a housing unit will become available.

VII. CREATION OF HOUSING OPPORTUNITIES

58. Defendant shall create housing opportunities for non-elderly persons with disabilities to redress the alleged exclusion of such persons from mixed population public housing. It is the parties' intent that the housing opportunities provided by this Decree will result in non-elderly persons with disabilities obtaining housing that is supported by the Section 8 Program or a public housing operating subsidy and/or is a long term affordable housing unit.

59. Defendant shall create 1,850 affordable housing opportunities through 850 Section 8 tenant based vouchers, 500 Section 8 project based vouchers (collectively the 1350 Section 8 housing opportunities), and 500 family public housing units or long term affordable housing units in accordance with this Section of the Decree.[9] The housing opportunities shall be available in a variety of settings including existing public housing, newly developed or existing mixed finance developments, and private market housing including

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with a disability applying for any HABC public housing unit.

[9] This definition of "affordable housing" is based on 24 C.F.R. § 982.305, which provides that a tenant receiving a Section 8 Program subsidy may not pay more than forty percent (40%) of their monthly adjusted income on rent. If this standard is changed by statute or regulation, the parties expect to modify the definition of this term without seeking formal amendment of this Decree. In order to meet the requirement to provide 1,350 Section 8 housing opportunities, HABC shall not be required to withdraw vouchers from voucher holders or to terminate existing subsidy obligations. HABC agrees that after meeting its obligations to existing voucher holders and subsidy recipients as described in the prior sentence, participants in the Enhanced Leasing Assistance program will receive first priority in Defendant's allocation of the remaining resources.

housing operated by for-profit as well as non-profit entities. As specified herein, Defendant shall provide the resources and take the necessary actions to establish the 1850 housing opportunities required by this Decree.

60. Affordable housing. For purposes of this Section of the Decree, affordable housing" is defined as housing in which households pay no more than forty percent (40%) of their monthly adjusted income in rent as participants in the Section 8 Program and no more than thirty percent (30%) of their monthly adjusted income as participants in the public housing program. No minimum income shall be required to participate in these housing programs.[10]

61. Location of housing opportunities. Defendant shall make good faith efforts to ensure that the housing opportunities created by this Decree are geographically dispersed.

62. Enhanced Leasing Assistance Program for housing opportunity vouchers. Defendant shall establish an Enhanced Leasing Assistance Program (ELA Program) to assist non-elderly persons with disabilities who receive one of the 850 tenant based vouchers as a housing opportunity pursuant to this Decree or who are referred to any of the 500 project-based voucher units created as housing opportunities pursuant to this Decree.

(a) Within twenty-one (21) days of the effective date of this Decree, the parties shall meet to develop criteria for a Request for Proposals (RFP) that Defendant shall issue seeking an outside organization to operate the ELA Program.

[10] For Public Housing, *see* United States Housing Act, Sec. 3(a)(1)[42 U.S.C. § 1437(a)], and 24 C.F.R. § 960.253; for Tenant-based vouchers, *see* 24 C.F.R. § 982.508; and for project-based vouchers, *see* the proposed rule (Summary L and subpart H, 983.353). Public housing and project-based vouchers are governed by the "total tenant payment" set forth in 24 C.F.R. § 5.628.

(b) Within thirty (30) days of the meeting referenced in Paragraph 62(a), Defendant shall submit a draft of the RFP to the Plaintiffs for their comments on the criteria set forth in the RFP. The Plaintiffs shall provide comments, if any, to Defendant within fifteen (15) days. Defendant will review these comments and, to the extent that it does not agree with them, the parties shall negotiate in good faith to resolve their disagreements. Defendant shall promptly issue the RFP.

(c) If Defendant receives proposals that meet the criteria established in the RFP, it will negotiate a contract with the organization determined to be responsible and to have submitted the most responsive proposal. Defendant shall ensure that its contract for the ELA program includes all of the requirements for the ELA program as set forth in this section of the Decree.

(d) The ELA Program will provide the services listed in paragraph 62(g) below. Such services shall be available no later than six (6) months after execution of the contract with the organization selected to administer the ELA Program. Prior to offering the services, the ELA Program contractor shall have hired staff, begun outreach to landlords and property owners, established contacts with agencies that may offer case management or support services to persons with disabilities, and developed training and protocols for its staff who will be responsible for administering the ELA Program.

(e) If Defendant does not receive any acceptable proposals from organizations to administer the ELA Program, it will hire a minimum of five (5) additional staff persons who will be responsible for implementation of a Defendant-operated ELA Program. These staff shall be located in Defendant's Fair Housing and Equal

Opportunity Enforcement (FHEO) division. Defendant will seek individuals with backgrounds in case management or social service provision for persons with disabilities with a range of issues such as mental health, cognitive limitations, substance abuse and illiteracy. The FHEO staff will be responsible for providing the ELA Program services as specified in Paragraph 62(g) below.

(f) The ELA Program services, as set forth in paragraph 62(g), will be in place within sixteen (16) months of the effective date of the Decree. If prior to this date Defendant determines that notwithstanding its best efforts there will be no contractor or staff in place to offer the ELA Program services, Defendant will inform the Plaintiffs and the parties will discuss modification of the deadline for ELA Program services.

(g) Services of the ELA Program shall include:

(1) Administration of a fund to pay the costs of reasonable application fees,[11] security deposits, utility and telephone hook-up fees or other initial fees for participants in the ELA Program;

(2) Provision of housing search assistance, including provision of transportation for participants to look at available housing units, and including accessible transportation as needed;

(3) Activities to provide assistance or support as reasonably necessary to enable persons to lease a housing unit. Such activities may include

[11] HABC agrees to reimburse ELA Program participants for all reasonable application fees for units actually leased by the participants, and shall provide funds for such fees out of the $2,750,000 committed to the ELA Program as set forth in paragraph 63. HABC shall also provide an additional $2000.00 per year to the ELA Program for the express purpose of reimbursing ELA Program participants for application fees they paid for units for which they applied but which they did not ultimately lease. The $2000.00 per year is in addition to the $2,750,000 referenced in paragraph 63.

negotiating with landlords, assisting with paperwork, requesting reasonable accommodations, or obtaining references;

(4) Administration of a $500,000.00 funding stream to be used for persons who need to make reasonable modifications to their private rental unit in order to accommodate their disabilities. Such funds are to be available in an amount not to exceed $5,000.00 per unit unless a higher amount is approved by the director of the ELA Program, provided however that the total fund shall not exceed $500,000.00. The source of the $500,000 fund to be used for this purpose shall be the HOME funds provided by the City of Baltimore as described in paragraph 63(a) of this Decree.

(5) Referrals to service providers and non-profit organizations to assist the voucher holder in obtaining long-term housing stabilization;

(6) Contingent on obtaining funding from sources other than HUD or the City of Baltimore as described in Section 63(d), the ELA Program contractor will provide up to six (6) months of tenant stabilization services to those voucher holders who: are likely to benefit from such a service; voluntarily accept the service, and who do not have an existing advocate or service provider available to provide this service. The term "stabilization services" refers to assistance that may help a voucher holder to maintain housing and to better understand and comply with his or her obligations as a tenant. Such service may include negotiating with landlords as needed to assist in a smooth transition for the voucher holder. Stabilization services are not clinical services.

63. Funding of the ELA Program. Defendant shall operate the ELA Program for five (5) years, which shall begin with the hiring of the contractor per Paragraph 62 above, or alternatively, when HABC staff are hired to administer the ELA Program per paragraph 62(e) above. Defendant shall provide $2,750,000.00 to fund the ELA Program. Additional funding for the ELA Program will be provided as follows:

(a) $500,000.00 of HOME funds, made available through a separate agreement between the Private Plaintiffs and the Mayor and the City Council of Baltimore City (City), to fund the reasonable modifications service of the ELA Program as described in paragraph 62(g)(4) of this Decree. If at the end of the five (5) year ELA Program, less than $500,000.00 has been used to fund the reasonable modifications service of the ELA Program, Defendant will establish a fund, subject to the rules governing the use of HOME funds, for the remaining monies to be used to pay for reasonable modifications to units leased by persons with disabilities using a Section 8 Program subsidy received from HABC. If at that time establishment of such a fund is not permitted under the rules governing the HOME program, the parties shall confer to decide upon an alternative use of the funds that is consistent with the goals of this Decree and with the rules governing the HOME program that are then in effect.

(b) Defendant agrees to dedicate to the ELA Program all "hard to house" fees received from HUD for the lease-up of non-elderly persons with disabilities receiving housing opportunities under the terms of this Decree.

(c) Defendant shall encourage the ELA Program Director to leverage the funds provided by this Decree to attract additional funding to support the goals of the ELA Program.

(d) Defendant shall take the following actions to seek funding for the stabilization services identified in paragraph 62(g)(6):

(1) Seek additional monies from HUD to fund the stabilization service.

(2) If HUD rejects HABC's request for additional monies to fund a stabilization service, HABC agrees that either it or the contractor hired to administer the ELA Program will, in consultation with Private Plaintiffs, apply for grants or funding from other sources to fund the stabilization services.

64. Monitoring and Enforcement of the ELA Program. Defendant shall require, as part of the contract between the ELA Program contractor and HABC, that the contractor provide quarterly reports on established performance criteria so that HABC may actively monitor, evaluate, and enforce the terms of the ELA Program throughout the duration of its contract.

65. Administration of housing opportunity vouchers. Within twenty-five (25) days after executing a contract with the contractor hired to administer the ELA Program, or within twenty-five (25) days of hiring HABC staff to administer the ELA Program, Defendant shall submit to the Private Plaintiffs for comment a draft written plan that describes how HABC intends to administer the 1350 Section 8 housing opportunities available to the ELA Program as established in this Decree.

(a) The plan shall include a description of how HABC intends to make referrals to the ELA Program; the sequencing of the issuance of the tenant based vouchers; the targeted number of vouchers to be leased per year; and how both the ELA Program administrator and HABC shall make timely referrals of non-elderly persons with disabilities to project based units and other units created through HOME Resources, City-sponsored development and Low Income Housing Tax Credits (LIHTC).[12]

(b) Private Plaintiffs shall have ten (10) working days to submit comments on the draft plan to Defendant. Defendant shall submit to the Plaintiffs the final plan within thirty (30) days after receiving Private Plaintiffs' comments.

(c) Prior to HABC implementing this plan, the parties shall meet to negotiate any areas of the plan that are identified as disputed issues.

66. Tenant based vouchers as housing opportunities. Defendant shall set aside 850 of its tenant based Housing Choice Vouchers for non-elderly persons with disabilities. These vouchers will be made available in accordance with the plan developed pursuant to Paragraph 65. As a result, not all 850 tenant based vouchers will be made available at once.

67. The vouchers shall be dedicated for a term of ten (10) years. Once a set aside voucher is leased up, it shall be specially tracked by HABC and any turnover of the voucher within the ten (10) year period will result in the voucher being issued to another non-elderly person with a disability. A voucher made available as a result of turnover shall count as

[12] The Plan shall describe how Defendant will ensure that the need for a certain number of tenant based and project based vouchers required by this Decree will be taken into account when planning for the allocation of vouchers overall, such that the ELA program vouchers will be available for the ELA program as a priority, should HABC's funding be reduced.

one of the 850 housing opportunities required by this Decree if the recipient of the voucher receives services through the ELA Program.

68. The parties acknowledge that despite HABC's best efforts, fewer than 850 non-elderly persons with disabilities may obtain housing as a result of the tenant-based voucher housing opportunities provided by this section of the Decree. The parties, therefore, agree to the following:

(a) The parties shall convene a panel consisting of a representative of the Private Plaintiffs, a representative of the United States, a representative of HABC, and a representative of the ELA Program administrator (the "Panel") within one hundred eighty (180) days after the ELA Program administrator has begun rendering services. The Panel shall meet periodically as needed to review the progress of the ELA Program and to discuss problems and potential solutions. The Panel will review the number of vouchers that have been successfully leased up and compare that number with the annual target number identified in the plan created pursuant to Paragraph 65 of this Decree. If the number of units actually leased is fifteen percent (15%) less than the targeted number, the Panel shall determine whether there are steps that may be taken to increase the success rate of leased units and, if there are, identify those steps. If the parties are unable to agree on the steps to be taken, the parties agree that Defendant shall retain a consultant who is mutually agreeable to the parties, at a cost not to exceed $2500.00, to make recommendations for increasing the number of successfully leased units.

(b) If the parties cannot agree on implementation of the recommendations, the parties shall apply to the Court for mediation of the dispute, in which all parties agree to participate. If mediation is not successful, the matter will be presented for adjudication and the court will be asked to determine whether HABC must take specific additional steps in an effort to achieve the goals of this section of the Decree. The Court and Mediator shall be asked to consider the following factors in resolving the dispute:

(1) The number of non-elderly persons with disabilities who have successfully leased a housing unit using a voucher pursuant to this section of the Decree.

(2) The nature of the recommendations and the degree of difficulty for HABC to implement such recommendations;

(3) The cost of implementing such recommendations; and

(4) HABC's financial resources.

69. Project based vouchers as housing opportunities. Defendant shall set aside and commit 500 project-based vouchers for non-elderly persons with disabilities.[13] HABC shall issue a series of requests for proposals (RFPs) to offer these project-based vouchers to landlords and developers. The project-based vouchers shall be awarded over a five (5) year implementation period. The units will be dedicated and tracked for a period of ten (10) years.

[13] HABC has already issued an RFP for eighty-four (84) project based vouchers for units for families/individuals with disabilities that provide access to supportive services. HABC has received one proposal from Community Housing Associates, Inc. ("CHA") proposing to use Section 8 project based vouchers to subsidize forty-six (46) units for families/persons with disabilities. If the vouchers are awarded to CHA, HABC will have provided forty-six (46) of the five hundred (500) housing opportunities required by this Decree.

(a) The term of the project-based vouchers awarded under this Decree shall be ten (10) years or the maximum period of time permitted by HUD. Defendant shall make good faith efforts to enter into contracts with landlords for the longest possible period. Defendant's Housing Assistance Payment (HAP) contracts with landlords shall conform with HUD programs regulations. If a landlord or developer accepts less than a ten (10) year term, and subsequently decides it wants to extend the term so that the total term of the project based voucher is up to ten (10) years, Defendant will extend the term if the landlord and the property are in compliance with applicable regulations and standards. If a non-elderly person with a disability living in a unit subsidized by a project-based voucher made available pursuant to this Decree moves out of the unit and receives a tenant-based voucher, the receipt of the tenant-based voucher will count as one of the 850 tenant-based voucher housing opportunities, provided that the person receives ELA Program services to use the tenant-based voucher.

(b) Project-based vouchers made available under paragraph 69 are intended to be available for non-elderly persons with disabilities who need one- bedroom units, except when such a person needs a two-bedroom unit as a reasonable accommodation for a disability. However, some number of project-based vouchers not to exceed twenty percent (20%) of the total number, unless the Private Plaintiffs agree to a higher percentage, may be awarded to developers making housing opportunities available to up to four (4) unrelated non-elderly persons with disabilities living together in congregate housing.

(c) Defendant shall make good faith efforts to assure that seventy percent (70%) of all of the project-based housing opportunities are located in newly constructed or substantially rehabilitated rental housing.

(d) Defendant shall make good faith efforts to award some Section 8 project based-vouchers to subsidize units with accessibility features.

(e) Defendant shall develop a plan to market the availability of the project- based vouchers dedicated for housing opportunities under this Decree.

(1) The plan shall be submitted to the Plaintiffs within seventy (70) days of the effective date of the Decree. The plan shall identify specific tasks, with timelines and staffing for the identified tasks, to demonstrate how HABC will recruit landlords and developers to utilize project-based vouchers and other resources provided by this Decree to create housing opportunities for non-elderly persons with disabilities. The plan shall address the following specific tasks: outreach to landlords, developers and potential contractors; development of written materials; targeting of developers who work with or apply for Low Income Tax Credits (LIHTCs) or HOME funds as well as owners of existing multi-family rental housing; the coordination of project-based RFPs with the application cycles for financing or other incentives offered by HABC, the City of Baltimore, and the Maryland State Department of Housing and Community Development, in order to maximize the integration of the Section 8 project-based vouchers with other forms of financing; providing technical assistance to landlords and developers interested in using Section

8 project-based vouchers; the plan for issuing RFPs to solicit proposals for project-based vouchers, and steps that will be taken to encourage developers and landlords with accessible units to apply for the project-based vouchers.

(2) The parties acknowledge that despite Defendant's best efforts, fewer than 500 non-elderly persons with disabilities may obtain housing as a result of the project based voucher housing opportunities provided by this Decree. If, after two (2) years from the effective date of the Decree, Defendant has not awarded 200 project based vouchers, the parties shall confer to determine the reasons why and the steps to be taken to successfully award the vouchers, which may include the Defendant engaging the services of a consultant who has rental housing development experience and experience working with housing authorities and/or persons with disabilities.

(f) Before the RFPs referenced in paragraph 69 are issued, Defendant shall offer the Plaintiffs an opportunity to comment on the content of the RFPs regarding the availability of the project-based vouchers.

(g) In awarding project-based vouchers, preference shall be given to proposals for units located in stable neighborhoods, in neighborhoods targeted for revitalization, or in neighborhoods in which there is evidence of private investment. Defendant agrees to seek regulatory waivers from HUD if necessary to comply with this paragraph.

(h) Defendant shall ensure that the RFP states that project-based vouchers are not available to developers making housing opportunities available to more than four

(4) unrelated non-elderly persons with disabilities living together in congregate housing.

70. Public housing opportunities. The 500 housing opportunities in family public housing referenced in paragraph 59 of this Decree shall be created as described in paragraphs 71 and 72.

71. Within 30 days of the effective date of this Decree, Defendant shall apply to HUD to designate the 584 one-bedroom units in family public housing developments currently occupied by non-elderly persons with disabilities for exclusive use by non-elderly persons with disabilities. Upon HUD approval, this designation will create an estimated 181 additional housing opportunities for non-elderly persons with disabilities, over a five (5) year period. The 181 housing opportunities are remedial in nature and therefore represent housing opportunities that Defendant expects to make available in addition to those which are expected to be offered to non-elderly persons with disabilities in the absence of this preference.

(a) Defendant shall maintain designation of the 584 units for non-elderly persons with disabilities for a period of five (5) years from HUD's original date of approval of the designation. HABC agrees to apply to HUD for a two year extension of this designation before the five (5) year designation expires.

(b) The designation of housing for exclusive use by non-elderly persons with disabilities is not prohibited by Section III of this Decree.

(c) In the event that HUD does not approve HABC's request to designate the 584 units as described in paragraph 71(a), HABC shall seek approval from HUD to alter its preferences for admission to family public housing to give priority to non-

elderly persons with disabilities for one-bedroom units in order to create the number of housing opportunities required under this Decree. Such preferences for non-elderly people with disabilities shall remain in effect until the number of public housing opportunities required by this Decree are created.

72. For the balance of the one-bedroom units in the existing family public housing developments (1180), Defendant has included in its Annual Plan and in its Admissions and Continued Occupancy Plan (ACOP) for fiscal year 2004 a three (3) out of every four (4) admissions preference for one-bedroom units in the family public housing developments for non-elderly persons with disabilities who are on HABC's public housing waiting list. Defendant will begin to implement this admissions preference upon receiving HUD's approval. This admissions preference is expected to yield 218 housing opportunities over a five (5) year period. Such housing opportunities are not available to public housing transfers.

73. Planned Public Housing Redevelopment Sites.

Defendant shall ensure that the new housing development projects created during the ten (10) years following the effective date of the Decree will include a minimum of one hundred (100) one bedroom units that will be designated or reserved for exclusive use by non-elderly persons with disabilities. These new one-bedroom units will be developed as public housing or as long term affordable housing units.

74. Defendant has created a preliminary development schedule for the 100 housing opportunities in new housing development projects to be created pursuant to this Decree as follows:

One unit by the end of 2004.

Three units by the end of 2006.

Twenty-five units by the end of 2007.

Fifty-three units by the end of 2009.

Sixty-three units by the end of 2010.

Eighty-five units by the end of 2011.

Ninety-five units by the end of 2012.

One hundred units by the end of 2013.

Defendant shall update such development schedule and provide copies to the Plaintiffs with the quarterly reports submitted to Plaintiffs as required under this Decree.

75. Defendant shall ensure that the 100 one-bedroom units for non-elderly persons with disabilities are offered to non-elderly persons with disabilities on HABC's waiting list. Such units are not "housing opportunities" for purposes of this Decree if they are offered to persons as relocation housing.

76. Defendant shall apply to HUD to designate for non-elderly persons with disabilities any of the 100 one-bedroom units that are developed as public housing units. Defendant shall include evidence of the application for designation in the evidentiaries submitted to HUD regarding the development of these units. Defendant agrees to apply to HUD for a two year extension of this designation before the five (5) year designation expires.

77. To the extent that any of the 100 newly developed one bedroom units are developed as long term affordable housing units, but are not public housing units, Defendant shall require developers and/or property owners to sign and adhere to grant or funding

agreements which require long term affordable one-bedroom units to be reserved for exclusive use by non-elderly persons with disabilities for a minimum of six (6) years.

78. Defendant will also create one-bedroom replacement units for residents displaced from Claremont Homes, O'Donnell Heights and Westport/Mt. Winans ("Replacement Units"). The number of Replacement Units will be based on the number of displaced residents needing one-bedroom units as identified in the HUD-approved relocation plan to be established for each site. Any of these Replacement Units that are not filled by persons displaced from the O'Donnell Heights, Claremont Homes, and Westport/Mt. Winans projects shall be offered to non-elderly persons with disabilities as a housing opportunity pursuant to this Decree.

(a) Upon turnover in any of the Replacement Units, non-elderly persons with a disability will receive a one (1) out of two (2) admissions preference.

79. Housing Development Resources. HABC and the Mayor and City Council of Baltimore ("the City") have agreed to make available certain resources and to change certain business practices to create a culture in which housing production initiatives will include incentives for the creation of units for non-elderly persons with disabilities.

(a) HOME Resources: The City has agreed to make HOME funds available to create additional units to be provided to non-elderly persons with disabilities, pursuant to the City's Settlement Agreement with the Private Plaintiffs.

(1) HABC shall ensure that none of the HOME funds which are earmarked for the development of additional housing for non-elderly persons with disabilities pursuant to the City's Settlement Agreement with the Private Plaintiffs shall be used to support long term Affordable housing

opportunities that HABC is already required to provide pursuant to paragraphs 73-78 of this Decree.

(b) City-Sponsored Development: The City has agreed to take actions to encourage the creation of units for non-elderly persons with disabilities through the City's procurement of rental housing development. The actions to be taken by the City are set forth in the City's Settlement Agreement with the Private Plaintiffs.

(c) LIHTC Projects Supported by HABC: For a period of ten (10) years, beginning with the first full application cycle[14] after the effective date of this Decree, HABC shall support the award of Low Income Housing Tax Credits ("LIHTCs") for those projects, otherwise determined to be viable, that will create a minimum of fifteen percent (15%) of the total project LIHTC units as one-bedroom units reserved for non-elderly persons with disabilities.

(d) LIHTC Projects Supported by the City: The City has agreed to take actions supporting the award of LIHTCs to housing developments that will include units reserved for non-elderly persons with disabilities. The actions to be taken by the City are set forth in the City's Settlement Agreement with the Private Plaintiffs.

80. Section 8 Vouchers to Support Units Created through HOME Resources, City-Sponsored Development and LIHTC Projects.

(a) Defendant agrees to make timely referrals of non-elderly persons with disabilities to landlords of the Section 8 project based units created as a result of this Decree. During the period of time that the ELA Program is operational, timely referrals shall also be made by the administrator of the ELA Program.

[14] An application cycle begins on the date the LIHTC application kit is issued by the Maryland Department of Housing and Community Development.

(b) Defendant shall ensure that, if a developer/property owner creating housing opportunities under Paragraph 79 chooses not to respond to HABC's procurement for project-based vouchers as part of the project's financing package, the developer/property owner will comply with the affirmative marketing and referral obligations outlined in the funding agreement for each property. Defendant agrees to work collaboratively with the Private Plaintiffs to develop appropriate language for these grant, funding or affordability agreements. Whenever possible, the funding, grant or affordability agreements shall provide that the developer/property owner will be required to affirmatively market the assisted units to non-elderly persons with disabilities for sixty (60) days.

(1) As part of the marketing effort, the property owner shall be required to accept referrals from HABC and the ELA Program of non-elderly persons with disabilities who hold tenant-based vouchers. As described in the plan created under Paragraph 65 of this Decree, HABC will provide these owners with timely referrals of non-elderly persons with disabilities.

(2) If a property owner or manager cannot identify a non-elderly person with a disability holding a Section 8 voucher within the sixty (60) day marketing period, the unit may be made available to a non-disabled household. However, the property owner or manager will then be required to affirmatively market the next available one-bedroom unit, and any subsequently available one- bedroom units, to non-elderly persons with a disability in accordance with the funding agreement entered into with the owner.

(3) Once the number of units required to be occupied by non-elderly persons with disabilities are occupied by the target population, any subsequent turnover units within the set-aside shall also be affirmatively marketed in an identical fashion for the duration of the developer/owner's agreement with the City or HABC.

(c) If Defendant awards the 500 project based vouchers made available pursuant to this Decree and there is more interest from owners or developers in creating one bedroom units for non-elderly persons with disabilities, then Defendant shall enter into discussions with the Plaintiffs about converting some number of the 850 tenant-based vouchers made available pursuant this Consent Decree into project-based vouchers. Nothing herein requires HABC to exceed its commitment of providing 1350 Section 8 housing opportunities.

VIII. REASONABLE ACCOMMODATION POLICY AND PROCEDURES

81. Reasonable Accommodation Policy and Procedures

Defendant shall fully implement and adhere to its Reasonable Accommodation Policy adopted in February, 2001, attached hereto as Attachment D.

82. Notice to Residents and Applicants

(a) Notice Letter Regarding HABC's Reasonable Accommodation Policy

Defendant has taken the following steps to notify public housing residents and applicants, and Section 8 program participants and applicants about its Reasonable Accommodation Policy:

(1) The letter attached to this Decree as Attachment E has been and shall continue to be included in every application packet for public housing and for the Section 8 program.

(2) The letter attached to this Decree as Attachment F was mailed to every household occupying an HABC public housing unit on or about January 15, 2003.

(3) The letter attached to this Decree as Attachment G was mailed to every participant in the Section 8 program on April 6, 2004.

(b) Annual Re-certification

(1) During the annual re-certification process for public housing residents, Defendant shall provide each household with a copy of Attachment F.

(2) During the annual re-certification process for public housing residents, Defendants shall survey each household using the Reasonable Accommodation survey tool, a copy of which is attached as Attachment H. The survey tool is designed to measure the accessibility needs of public housing residents.

(c) Notice to Public

Defendant shall post signs in all HABC applications and customer relations offices, site management offices, and the Office of Fair Housing and Equal Opportunity that provide notice of its Reasonable Accommodations Policy and tenants' and applicants' right to request a reasonable accommodation. The signs shall be no smaller than 11" by 14".

83. <u>Confidentiality of Information Related to Requests for Reasonable Accommodations</u>

Defendant currently has established procedures, which it shall continue to implement and enforce, that ensure that information supplied by public housing residents, Section 8 participants, applicants for public or Section 8 housing, or others regarding a person's disability, medical status, and/or the reason why a person has requested a reasonable accommodation is kept confidential. Such information shall be made available only to persons within HABC who are directly involved in decisions regarding the person's request for a reasonable accommodation, or as otherwise required by law or by this Decree.

84. Oversight of Implementation of and Compliance with Reasonable Accommodation Policy

Defendant has identified its Office of Fair Housing and Equal Opportunity as the office within HABC that will oversee Defendant's implementation of and ongoing compliance with its Reasonable Accommodation Policy and procedures. Defendant shall enter all requests for reasonable accommodations it receives from any public housing resident, Section 8 participant or applicant, and any response(s) it makes to such requests, into its reasonable accommodation database within five (5) days of receipt of the request(s). The database shall be updated to reflect actions taken with respect to reasonable accommodation requests within five (5) days of the action taken. The Defendant's Office of Fair Housing and Equal Opportunity shall regularly monitor the database for compliance with Defendant's Reasonable Accommodation Policy.

85. For each request received, the database shall include the following information:

(a) the name and address of the person making the request;

(b) the nature of the request;

(c) the date and time the request was made;

(d) the HABC staff person to whom the request was initially directed;

(e) the nature of any response(s) made by HABC staff to the request, including:

(1) whether HABC staff made a request for information or verification;

(2) whether HABC staff requested a meeting with the person making the request;

(3) any other communications related to this request;

(4) the date(s) of any response(s) made by HABC staff;

(5) the name of the HABC staff person who provided the response(s) to the request;

(6) whether the Defendant granted or denied the request, and the date on which such decision was communicated;

(7) if the request was granted, the date the Defendant began to implement the request and the date implementation of the request is completed;

(8) if the request was denied, the reason(s) therefore, the name of the HABC staff person who made the decision to deny the request, and the date thereof;

(9) if the request was denied, whether the person who made the request requested an informal review and/or contacted the Defendant's Office of Fair Housing and Equal Opportunity or, if known, another agency listed on the Defendant's "Letter Denying Request for Reasonable Accommodation."

86. Defendant shall date-stamp all written requests for reasonable accommodation it receives. Defendant shall maintain all written requests for reasonable accommodation and copies of written responses prepared by any employee or agent of Defendant throughout the duration of this Decree. The United States may inspect these documents upon reasonable notice to Defendant. Counsel for private plaintiffs shall have the opportunity to inspect and copy any such records provided that they supply HABC with an Authorization for Release of Information from the individual who made the request.

87. Defendant shall keep a copy of each date-stamped request for a reasonable accommodation in the HABC folder of the public housing resident, Section 8 participant, or applicant who made the request. Defendant shall also provide a copy of the date-stamped written request for a reasonable accommodation to the public housing resident, Section 8 participant, or applicant who made the written reasonable accommodation request.

88. Denial of Requests for Reasonable Accommodation

Pursuant to the Memorandum of February 26, 2003 from HABC Associate Deputy Director of Housing Operations to HABC Housing Managers, attached hereto as Attachment I, staff in HABC's Housing Operations Division may not deny a request for a reasonable accommodation without first obtaining the approval of HABC's Associate Deputy Director of Housing Operations.

89. Training of HABC Managers and Section 8 Staff

In addition to the training provided pursuant to Section XI of this Decree, Defendant shall ensure that all housing management staff, maintenance staff, and any other staff or agents who have regular contact with applicants, public housing residents, or Section 8

participants have read and are familiar with Defendant's Reasonable Accommodation Policy. Defendant shall ensure that all housing management staff are aware

(a) of procedures residents may follow to request a reasonable accommodation, including the right to make the request verbally;

(b) of the requirement to enter the request into the reasonable accommodation database;

(c) of the obligation to respond to a request within twenty (20) business days;

(d) of the obligation to keep any information regarding the fact that a resident has a disability, the nature of the disability, and/or the resident's need or request for an accommodation confidential.

90. Reporting and Record-keeping Regarding Reasonable Accommodation Requests

Within one hundred and twenty (120) days of the effective date of this Decree, Defendant shall provide the Plaintiffs with a list of reasonable accommodation requests received on or after January 15, 2003.[15] Defendant shall provide the Plaintiffs with a description of HABC's response(s) to each request and the date(s) on which the response was made. Defendant shall also provide the Plaintiffs with a list of all reasonable accommodation requests received prior to January 15, 2003 to which Defendant has not yet responded.[16] Thereafter, in each quarterly report Defendant submits to the Plaintiffs, as described in Section XIV below, Defendant shall provide the information set forth in this paragraph. However, Defendant shall not provide personal identifying information to the Private Plaintiffs unless the person making the reasonable accommodation request has signed an

[15] The list supplied to Private Plaintiffs will not identify the individuals who made the request unless Private Plaintiffs provide HABC with an Authorization of Release Form completed by the individual in question.
[16] The list supplied to the Private Plaintiffs will not identify the individuals who made the request unless Private Plaintiffs provide HABC with an Authorization of Release Form completed by the individual in question.

Authorization for Release of Information, which Private Plaintiffs shall provide to HABC.

IX. SECTION 8 PROGRAM

91. Within six (6) months of the effective date of the Consent Decree, Defendant shall schedule a mandatory meeting with owners or property managers of properties that have received LIHTC, HOME or CDBG funds to inform them of their obligations related to the HCV program, including their obligations to accept Housing Choice Vouchers. Defendant shall stress the need for owners or property managers to report on the availability of housing units with accessible features. Defendant shall also instruct owners and property managers to inform HABC when they have property units available for rent. Defendant shall send periodic written reminders to these owners or property managers requesting that they send HABC current vacancy information. Thereafter, for each property owner who is a recipient of LIHTC, HOME or CDBG funds who enters the HCV Program, or who is currently in the HCV program and adds units subsidized by such funds after the mandatory meeting referenced above, Defendant shall schedule an individual mandatory meeting with that owner or property manager within thirty (30) days of the property owner's entering the HCV Program or the adding the subsidized units.

92. Defendant shall take the following actions to identify, and encourage the creation of, units with accessible features.

(a) Defendant shall send a letter to participating and prospective owners and property managers explaining the importance of making accessible units and units with accessible features available for Section 8 participants with disabilities. The letter

will enclose an accessibility checklist listing accessible features ("Accessibility Feature Checklist") that HABC will ask landlords to complete and return. The Accessibility Feature Checklist to be sent to landlords is attached as Attachment J.

(b) Defendant's Inspectors will also complete the Accessibility Feature Checklist, attached as Attachment J, when they conduct Housing Quality Standard (HQS) inspections.

(c) Defendant will track the information obtained from the landlords and HQS inspectors regarding the accessibility features of units. Defendant will keep such information in a computerized database and will, as such units become vacant, make this information available to persons with physical disabilities who have been found eligible for the Section 8 program. Defendant will also incorporate this information into the Property Listing referenced in paragraph 93 below.

(d) Defendant shall investigate whether there are any grant funds available to make accessibility modifications to rental units. If such funds exist, Defendant shall encourage landlords to apply for these funds in order to add accessibility features to their units and to rent those units to HABC voucher holders. Defendant will also make reasonable inquiries to find out about tax credits or low interest loans available to landlords that make accessibility modifications to their units.

93. Defendant shall provide a booklet of rental property listings ("Property Listing") to persons who are found eligible for the HCV program.

(a) The Property Listing shall list units located in the Baltimore area that have recently become available for rental by landlords who accept HCV.

(b) Defendant shall request that landlords provide information for the Property Listing including the unit address; the unit bedroom size; whether utilities are included in the rent; and whether the unit is accessible or has accessible features. Defendant shall include the information provided by the landlord in its Property Listing.

(c) The Property Listing shall list properties located in the Baltimore area whose landlords, due to the receipt of federal funds (e.g. HOME, CDBG, or LIHTC), must accept Section 8 vouchers from otherwise qualified applicants. The property listing will indicate that such landlords have this obligation.

(d) Defendant shall distribute the Property Listing at its briefings for HCV holders. Defendant shall update the Property Listing on a weekly basis. Defendant shall make the updated Property Listing available to voucher holders by maintaining copies at the Customer Relations Center, and by mailing copies to voucher holders upon request.

94. Defendant shall provide housing search assistance to voucher holders with disabilities upon request by offering access to free phone and local newspapers in the Customer Relations Center, and by assisting with making appointments. Defendant will post a Notice in the Customer Relations Center informing voucher holders with disabilities of these services and will include this information in the Briefing Book.

(a) Defendant shall ensure that voucher holders with disabilities have sufficient access to the Customer Relations Center without having to make an appointment to use the resources referenced in Paragraph 94 above.

95. Defendant shall ensure that it informs voucher holders during the briefing that they have

the right to request extensions of the voucher search term as a reasonable accommodation based on a household member's disability. Upon receiving a request from a household that includes a member with a disability, which may be made verbally, Defendant will extend the voucher search term thirty (30) days if needed as a reasonable accommodation to make the program accessible to and usable by a person with a disability. If the household needs an extension in excess of thirty (30) days, Defendant will extend the voucher search term for the amount of time reasonably required for said reasonable

accommodation upon receipt of a written or verbal request.[17] During the time period that HABC is determining whether it will approve the extension request, the voucher shall remain in effect. Requests for extensions are to be made before the voucher expires.[18]

96. Defendant shall grant exceptions from subsidy standards in cases where HABC determines that the exception is justified as a reasonable accommodation for a household that includes a member with a disability. Such exceptions shall include but not be limited to granting an exception for a higher rental payment in order to enable a household with a member with a disability to rent a unit with accessible features; granting an exception for a larger size unit when persons in a family cannot share a bedroom because of verified health reasons; and granting an exception for a larger size unit when a person with a disability needs an extra bedroom for a live-in aide.

97. Defendant will add to the briefing book and to the materials provided to landlords information about the criteria HABC uses for providing a higher payment standard as a reasonable accommodation.

98. Within sixty (60) days of the effective date of this Decree, Defendant shall develop a protocol[19] for HABC leasing assistants to follow when they have reason to believe that a voucher holder has a disability. The protocol shall address how to inquire as to whether voucher holders need assistance or reasonable accommodations in order to use their vouchers; how to advise voucher holders that they may request assistance or reasonable accommodations; and how leasing assistants may offer such assistance or

[17] Nothing herein prevents Defendant from requiring documentation of the household's efforts to locate a suitable housing unit.

[18] If the request for an extension is not made before the voucher expires because of extenuating circumstances such as hospitalization, an extension may be granted with the written approval of the Associate Deputy Director or his/her designee.

[19] Defendant shall submit a draft of protocol questions to Private Plaintiffs for review and comment prior to implementing the protocol.

accommodations when making monthly calls to voucher holders. Within thirty (30) days of completion of the protocol, Defendant shall provide training to leasing assistants on the protocol.

99. Eligibility Interviews and Determinations regarding Section 8 Applicants

(a) Defendant shall ensure that there is a procedure in place and a reasonable period of time in which applicants can easily request a postponement of the eligibility interview.

(b) Prior to terminating an applicant for failure to attend the eligibility interview, Defendant shall attempt to contact the applicant directly using all of the personal contact information the applicant has provided on the Housing Choice Voucher (Section 8) application as well as the emergency contact information on the application.

(c) Once Defendant has conducted an eligibility interview and the applicant has submitted all required documentation, Defendant shall provide the applicant with a written determination, within sixty (60) days, as to the household's eligibility.

(d) If Defendant has determined that a household is eligible for the Section 8 program, Defendant shall include with the eligibility determination the estimated time period within which it expects to schedule the household's Section 8 briefing session.

(e) If Defendant has determined that a household is not eligible for the Section 8 program, it shall follow its Procedures for Informal Reviews and Informal Hearings pursuant to the Administrative Plan for the Section 8 program.

X. COMMUNICATIONS WITH PERSONS WITH DISABILITIES

100. Defendant shall take the necessary steps to ensure that communication with tenants, participants in the Section 8 program, applicants for public housing or Section 8, and members of the public who have disabilities is as effective as communication with others. Consistent with 24 C.F.R. § 8.6 and 28 C.F.R. § 35.160, Defendant shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of all HABC services, programs, and activities.

101. Defendant has adopted and shall fully implement and adhere to the Effective Communications Protocols and Procedures attached hereto as Attachment K.

102. Within seven (7) days of the effective date of this Decree, Defendant shall provide written instruction to all staff and agents who have regular contact with tenants, participants in the Housing Choice Voucher program, applicants for any of its programs, or members of the public that they are required to comply with the provisions of the attached Protocols and Procedures.

103. In addition to the written instruction provided pursuant to paragraph 102, Defendant shall ensure that all housing management staff, maintenance staff, and any other staff or agents who have regular contact with HABC residents, participants in the Section 8 program, applicants for any of its programs, or members of the public have read and are familiar with Defendant's Communications Protocols and Procedures. Defendant shall ensure:

(a) that all staff are aware of procedures for requesting materials in alternative formats or arranging to use qualified sign language and oral interpreters or real-time transcription services;

(b) that all appropriate employees are trained and practiced in using a TTY and the Maryland Relay Service to make and receive calls.

104. Defendant shall ensure that a teletypewriter (TTY, also known as a telecommunications device for deaf people, or TDD) is available at the following HABC office locations: (1) the HABC Police Department (Emergency Maintenance Line), (2) HABC's Work Order Call Center, and (3) HABC's Customer Relations Office (and all subsequent locations that serve the same function(s)). Defendant shall ensure that its TTYs are maintained in good working order through test calls every six (6) months throughout the term of this Decree.

105. Copies of the Effective Communications Protocols and Procedures shall be provided to members of the public upon request. The Effective Communications Protocols and Procedures shall be posted and shall remain on HABC's intranet, or shall be otherwise available for regular reference by HABC employees, throughout the term of this Decree.

XI. FAIR HOUSING TRAINING

106. Defendant shall implement a fair housing training program for those appointed officials, officers, and employees who occupy the positions listed on Attachment L to this Decree ("employees"). The primary purpose of this training is to educate those persons with respect to the requirements of this Decree, Section 504, Title II of the ADA, and the disability discrimination and retaliation provisions of the federal Fair Housing Act.

107. Defendant has selected and entered into a contract with ABT Associates Inc., an independent organization with expertise in the field of fair housing, which shall develop and conduct a training program. Plaintiffs have no objection to the selection of ABT Associates as the organization that will conduct the training. Should ABT Associates (hereinafter "training organization") become unable or unwilling to complete its responsibilities to develop and conduct the training program, Defendant shall prepare and distribute a Request for Proposals from independent organizations interested in performing the remaining training responsibilities. Defendant shall submit to the Plaintiffs for approval, (which approval shall not be unreasonably withheld), the name of the organization to which it intends to award the contract.

108. Within ninety (90) days of the effective date of this Decree, a representative of the training organization shall conduct an in-person general training session for persons occupying the positions listed in Attachment L. Within one hundred sixty (160) days of the effective date of the Decree, the training organization shall repeat the training session one or more times for any and all individuals referenced in Attachment L who did not attend the first training session conducted by the training organization. All persons occupying positions listed in Attachment L shall attend a training session conducted by the training organization within six (6) months of the effective date of this Decree. Defendant shall arrange for the training session conducted by the training organization to be videotaped.

109. Topics to be discussed at the general training sessions shall include:

(a) An overview of the federal Fair Housing Act, Title II of the Americans with Disabilities Act as it pertains to public housing authorities, and Section 504 of the

Rehabilitation Act of 1973 as it relates to the provision of housing and housing-related services by public housing authorities (including a general overview of UFAS requirements);

(b) Definition of the terms "disability" and "persons with disabilities";

(c) Definition of the terms "reasonable accommodation" and "reasonable modification," and the scope of HABC's obligation to provide reasonable accommodations;

(d) HABC's Reasonable Accommodation Policy and procedures, including procedures for requesting reasonable accommodations and for responding to such requests;

(e) Complaint/grievance procedure for housing-related discrimination;

(f) HABC's obligations under this Consent Decree.

The general training sessions shall focus on the rights of participants in and applicants for HABC's housing programs. The sessions shall not address employment discrimination or the legal rights of HABC employees other than in response to questions asked by attendees. Sessions addressing employment discrimination or legal rights of HABC employees may be held on the same days as the sessions focusing on HABC's housing programs. However, the sessions addressing employment discrimination or legal rights of HABC employees must be separated from sessions addressing HABC's housing programs by a break.

110. In addition to the general training sessions described in paragraphs 108 and 109, for one (1) year following the effective date of this Decree the training organization shall provide

further training specifically tailored for designated HABC employees, based on their job responsibilities, in accordance with its contract with HABC.

111. The training organization shall also prepare written training materials to be circulated to HABC employees in accordance with paragraph 115 below, and shall provide specialized training to designated employees of HABC to enable them to serve as trainers for future training sessions. Defendant shall ensure that any employee who serves as a trainer in this program has sufficient knowledge of the subject matter to explain it in a clear and concise manner and to answer questions posed by other employees.

112. Each employee hired for or assigned to any position listed on Attachment L more than six (6) months after the effective date of this Decree shall attend a fair housing training session within six (6) weeks of the commencement date of his or her employment with or assignment by Defendant. Such training shall be conducted either by the training organization or by an HABC trainer who, as part of the training session, shall show attendees the videotaped version of the entire general training session conducted by a representative of the training organization. If Defendant so chooses, training sessions conducted by HABC trainers may be conducted as part of the new employee orientation program.

113. Each employee who attends a training session conducted by either a representative of the training organization or an HABC trainer shall sign a form attesting to the fact that he or she completed the training and to the date on which it was completed.

114. Defendant shall arrange for the training organization to design and provide to HABC a post-test instrument that measures the extent to which HABC employees who received the training understood and absorbed the key concepts presented. Each employee hired

for, appointed to or assigned to any position listed on Attachment L shall be required to complete the post-test instrument without assistance at the conclusion of the training session he or she attends. If a particular employee is unable to complete the post-test in writing, he or she may complete the test orally. If an employee's responses on the post-test instrument indicate that he or she did not fully understand the concepts presented in the training, Defendant shall require the employee to attend additional training sessions or shall provide individualized training as necessary to enable that employee to pass the post-test.

115. In interim periods between the training sessions, Defendant shall provide written fair housing training materials prepared by the training organization to each person newly hired or assigned to a position listed in Attachment L who have not yet attended a training session. Defendant shall distribute such materials to these persons within ten (10) days of the commencement date of their employment. Within twenty (20) days of the commencement date or his or her employment, each person to whom the materials are given shall sign a form attesting to the fact that he or she has received and read the materials.

116. Pursuant to paragraph 125 of this Decree, all training certification forms referenced in paragraphs 113 and 115 shall be maintained by Defendant for the duration of the Decree and made available for inspection upon request by the Plaintiffs.

XII. COMPLIANCE COORDINATOR

117. Defendant has appointed the Associate Executive Director of its Office of Fair Housing and Equal Opportunity Enforcement to serve as the Compliance Coordinator

("Compliance Coordinator") for this action during the term of this Decree. The Compliance Coordinator will have the responsibility, subject to the direction of the Executive Director of the Housing Authority of Baltimore City, for ensuring that HABC is complying with all aspects of this Decree. The Compliance Coordinator will report directly to the Executive Director of HABC. In addition, the Compliance Coordinator will participate in quarterly meetings with the Plaintiffs to apprise the Plaintiffs of the status of the Defendant's compliance with this Decree and to discuss its implementation. The Compliance Coordinator will also participate in the preparation of the Quarterly reports to be submitted to the Plaintiffs as described in paragraphs 121 and 122 of this Decree.

XIII. MONITORING AND ENFORCEMENT OF CONSENT DECREE BY PRIVATE PLAINTIFFS

118. Defendant hereby agrees that, in addition to the United States, the Private Plaintiffs, through their attorneys the Maryland Disability Law Center ("MDLC") or its representative, shall have the right to monitor Defendant's compliance with the terms of this Decree.

119. Defendant agrees that MDLC has the right, as an organizational plaintiff, to seek enforcement of this Decree in the United States District Court for the District of Maryland. Defendant waives the right to challenge MDLC's standing to enforce this Decree.

120. Defendant agrees that MDLC is entitled to compensation on an hourly basis for its performance of monitoring and enforcement functions under this Section at a rate agreed to by Defendant and MDLC.

XIV. REPORTING AND RECORD KEEPING REQUIREMENTS

121. Reports. Defendant shall submit compliance reports to the United States and Private Plaintiffs no later than October 15th, January 15th, April 15th and July 15th during the first two (2) years of this Decree. Thereafter, Defendant shall submit compliance reports on October 15th and April 15th for the next four (4) years of the Decree's term. To the extent the permitted time periods for compliance with certain provisions of this Decree exceed six (6) years, Defendant shall continue to provide semi-annual reports on October 15th and April 15th until the relevant obligations have been satisfied.

122. Defendant's compliance reports shall describe all specific actions they have taken to fulfill their obligations under this Decree. After the initial compliance report, all reports shall include information regarding activities that have occurred since the previous report was submitted. Defendant shall include in the reports the following information:

(a) The total number of Non-Elderly Persons with Disabilities currently residing in (1) family developments; and (2) mixed population buildings;

(b) The number of public housing units certified as UFAS-compliant and their addresses;

(c) The number of resident households on the accessible unit waiting list;

(d) The number of resident households that include a person with a disability who were transferred from an inaccessible public housing unit into a UFAS-compliant unit;

(e) The number of applicant households on the accessible unit waiting list;

(f) The number of applicant households that include a person with a disability who moved off the public housing waiting list into HABC public housing units;

(g) The number of applicant households that include a person with a disability who moved off of the public housing waiting list into a UFAS-compliant unit and the bedroom size of each unit;

(h) The number of resident households identified as meeting the definition of having "immediate needs." With respect to households identified as having "immediate needs," Defendant shall provide the following information:

(1) The date that HABC met with each family, the date the Immediate Needs Plan was provided to each family; the date each family selected its options; where applicable, the temporary solutions that were selected; where applicable, the dates that HABC began implementing the temporary solutions set forth in the Immediate Needs Plans; and, where applicable, the date that HABC began implementing the permanent solutions set forth in the Immediate Needs Plan;

(2) The number of resident households for whom completion of the temporary solution occurred after the timeframe set forth in the Immediate Needs Plan;

(3) The number of resident households who received rent abatement because the completion of the temporary solution occurred after the timeframe set forth in the Immediate Needs Plan;

(4) The number of resident households who chose the temporary solution as their permanent solution;

(5) The number of resident households who chose to be placed on the accessible unit waiting list;

(6) The number of resident households who transferred to accessible units as a permanent solution for their immediate needs;

(7) To the extent the permanent solution was something other than a transfer to an accessible unit, the number of resident households for whom the permanent solution was completed and the nature of the permanent solution, including the number of resident households who selected receipt of a Section 8 voucher as a permanent solution;

(8) The number of resident households who chose to be placed on the accessible unit waiting list but who chose not to have HABC implement a temporary solution while waiting for an accessible unit to become available;

(9) The number of resident households living in units that it is infeasible to make accessible, either temporarily or permanently; and

(10) The number of resident households in subparagraph (9) above who indicated that they do not wish to move even if the unit in which they live cannot be made accessible.

(i) The number of households who indicate that they have "immediate needs" who the HABC team(s) determine do not have Immediate Needs but rather have valid reasonable accommodation requests; the nature of the reasonable accommodation requests; and the action taken to respond to the reasonable accommodation requests.

(j) The number of households that include a person with a disability who:

(1) Received a Section 8 voucher and, whether or not they are an Immediate Needs household, selected the Section 8 voucher as a permanent solution;

(2) Has a mobility impairment (if known);

(3) Did not participate in the Enhanced Leasing Assistance (ELA) Program and leased a unit using the voucher and, if known, whether the unit leased was accessible or had accessible features;

(4) Did not participate in the ELA Program and were unable to lease a unit using the voucher;

(5) As participants in the ELA Program, leased a unit using the voucher and, if known, whether the unit leased was accessible or had accessible features;

(6) As participants in the ELA Program, were unable to lease a unit using a voucher;

(7) As participants in the ELA Program, requested a reasonable modification of the unit to add one or more accessibility features, the nature of these features, and the amount spent by HABC on such modifications.

(k) The number of units made available by private landlords participating in the Section 8 program, listed by bedroom size, that:

(1) Are accessible;

(2) Have accessible features.

(l) The number of reasonable accommodation requests received and other information set forth in Section VIII (Reasonable Accommodations Policy and Procedures).

(m) The number of voucher holders with disabilities that the leasing assistants contacted, and the number of voucher holders with disabilities who requested reasonable accommodations.

(n) The number of resident households who indicate in surveys taken during the annual re-certification process that they need:

(1) An accessible unit;

(2) Accessible features.

(o) With respect to the project-based vouchers referenced in Section VII, Paragraph 69 of this Decree:

(1) The number of agreements Defendant has made to enter into a Housing Assistance Payment Contract" (AHAP); with whom those agreements were made; and the address(es) of the proposed unit(s) (or, if not available, the most specific location information that is available); and whether the AHAP is for an existing property, a substantially rehabilitated property, or a new property;

a. The amount of HOME funds, if any, that the contractor received, pursuant to Section VII, Paragraph 79(a) of this Decree, in order to develop or rehabilitate the property.

(2) The number of project-based voucher units for which the Defendant (or the City Department of Housing and Community Development) has issued a certificate of occupancy;

a. If different than paragraph o (1) a. above, the amount of HOME funds, if any, that the developer/property owner received, pursuant to Section VII, Paragraph 79(a) of this Decree.

(3) The number of project-based voucher units leased to and occupied by a non-elderly person with a disability who came off of the Defendant's Section 8 waiting list, including the name of the contractor/developer who created the unit.

(p) With respect to the designation of family public housing units for non-elderly persons with disabilities, pursuant to Section VII, paragraph 71 of this Decree:

(1) The number of non-elderly persons on HABC's public housing waiting list who moved into the designated units;

(2) The vacancy rate of, and turnover in, the designated units; and

(3) Occupancy data that reflects the characteristics of the current residents in the designated units.

(q) With respect to newly developed long term affordable housing units for non-elderly persons with disabilities, pursuant to Section VII, Paragraphs 73-77 of this Decree:

(1) The number of non-elderly persons on the HABC public housing waiting list who moved into the long term affordable housing units;

(2) The vacancy rate of, and turnover in, the long term affordable housing units; and

(3) Occupancy data that reflects the characteristics of the current residents in the long term affordable housing units.

(r) With respect to establishing preferences in the family public housing units for non-elderly Persons with Disabilities:

(1) Steps taken to create a preference for non-elderly persons with disabilities in the remaining 1180 one-bedroom units as referenced in Section VII, Paragraph 72;

(2) The steps taken to create a preference for non-elderly persons with disabilities in the "Replacement units" constructed as set forth in Section VII, Paragraph 73;

(3) The vacancy rate and turnover of the "non-designated" one-bedroom units in family public housing developments; and

(4) Occupancy data that accurately reflects the characteristics of the current residents of the "non-designated" units in family public housing developments.

(s) With respect to the planned HABC public housing redevelopment efforts:

(1) Information on the sites Defendant has proposed for development, either through new construction or through acquisition and rehabilitation, including the addresses of these sites; the descriptions of the units to be

developed (e.g. a one-bedroom unit in a small apartment building); and the names and credentials of any developers or builders to be utilized in the construction or rehabilitation of these units; as well as any changes, in accordance with Section VII, Paragraph 73.

(2) The status of all funding sources that are necessary to complete planned redevelopment.

(t) With respect to units created pursuant to Housing Development Resources:

(1) The number and location(s) for development of any of LIHTC project applications that HABC has approved;

(2) The number of non-elderly tenant-based voucher holders with disabilities who have leased housing units created pursuant to Section VII, Paragraph 79 of the Decree, including the identity of the developers and/or owners of the property;

(3) The number of non-elderly tenant-based voucher holders with disabilities that Defendant or the ELA Program has referred to the housing units created pursuant to Section VII, Paragraph 79, but whom the developers and/or owners refused to accept as tenants, and their reasons therefore.

(u) With respect to the Fair Housing Training conducted pursuant to this Decree, Defendant shall include in its compliance reports:

(1) The number of staff who have been trained in each of the workshops conducted during the previous quarter;

(2) The number of staff who took the post-test given after the general fair housing training class;

(3) The number of staff who passed the post-test.

123. In addition to the information set forth in Paragraph 122 above, in its compliance reports, Defendant shall provide the Plaintiffs with the following:

(a) Copies of its requests to HUD to designate units and for an extension of the designation of units for non-elderly persons with disabilities, including attachments or exhibits to the requests, as set forth in Section VII, paragraphs 71 and 76 within five (5) business days of sending such request to HUD. This obligation may be met by copying the Plaintiffs on the requests submitted to HUD.

(b) Copies of HUD's responses to Defendant's designation requests, including attachments or exhibits, within five (5) business days of receiving such responses.

(c) Copies of any other documents related to these designation requests within five (5) business days of receiving from HUD or sending to HUD such documents, provided however that the parties acknowledge that they have already received copies of the HABC FY 2004 Annual Plan and Admissions and Continued Occupancy Plan, which contain information regarding HABC's intention to designate units pursuant to this Decree.

(d) Copies of the quarterly reports submitted by the ELA Program administrator.

(e) Certification that HABC has trained Leasing Assistants regarding the protocol questions to be used during monthly calls as set forth in Section IX and regarding responding to a voucher holder's request for a particular reasonable accommodation.

(f) Certification that HABC has trained Housing Managers on the Re-certification Accessibility Tool.

(g) Copies of Requests for Proposals, AHAPs and any funding agreements related to project-based vouchers under Section VII, paragraph 69 of this Decree.

124. Meetings. Within six (6) months after the effective date of the Decree, the parties shall meet to discuss Defendant's progress in complying with the provisions of this Decree. Thereafter, the parties shall hold such meetings on a quarterly basis during the first two (2) years of the Decree and on a semi-annual basis for the remaining four (4) years of the Decree. The meetings shall take place following the submission of the reports identified in Paragraph 121 above on dates to be agreed to by the parties. To the extent requirements of this Decree last for a period that exceeds six (6) years, the parties shall continue to meet on a semi-annual basis following submission of the October 15th and April 15th reports until such requirements have been completed.

125. Record Keeping. Throughout the term of this Decree, Defendant shall retain all records relating to implementation of all provisions of this Decree. Such records shall include but not be limited to:

(a) All certifications of compliance with UFAS;

(b) All records concerning requests for reasonable accommodations as described in section VIII;

(c) All records relating to training required by this Decree;

(d) The Immediate Needs Plans; and

(e) All records related to the HCV and Section 8 project based programs described in Section VII of this Decree.

The United States shall have the opportunity to inspect and copy any such records after giving reasonable notice to Defendant. Private Plaintiffs shall have the opportunity to inspect and copy any such records provided that with respect to records pertaining to individual families, Private Plaintiffs provide Defendant with an Authorization for Release of Information from those families.

XV. MONETARY RELIEF

A. Compensatory Relief for Named Plaintiffs

126. Defendant shall provide to named plaintiff Rickey Bailey within sixty (60) days after the effective date of the Consent Decree, a settlement award in the amount of $6,500.00 to be distributed according to Mr. Bailey's request. Defendant agrees that receipt of such award will not be a basis for an increase in Mr. Bailey's rental payment for subsidized housing. Upon receipt of his settlement award, Mr. Bailey shall execute a release of his claims against the Defendant, provided however that the release will reserve to Mr. Bailey the right to enforce as a contract action against HABC its agreement not to use his cash award as a basis for raising his rent.

127. During the course of litigation, named plaintiff Irene Preston passed away. Irene Preston's daughter, Detra Preston, lived with and cared for her mother in Defendant's public housing program for over a decade. Detra Preston alleges that she, as a person associated with a person with a disability, has a claim against the Defendant pursuant to the Fair Housing Act (42 U.S.C. § 3604(f)(2)). In order to resolve this case and any subsequent claim of Detra Preston, Defendant agrees to provide Detra Preston, no later

than thirty (30) days after the effective date of the Decree, a settlement award of $22,000.00. Defendant agrees that receipt of such award will not be a basis for an increase in Detra Preston's family's rental payment. Defendant further agrees that Detra Preston shall receive a Section 8 voucher through Metropolitan Baltimore Quadel (MBQ) and will be moved to an appropriate residence, provided that Ms. Preston complies with the requirements of the program being administered by MBQ on behalf of HABC. Defendant further agrees that HABC shall use good faith efforts to ensure that Detra Preston is a participant in any Section 8 homeownership program that is operational during the term of the Consent Decree and for which she is eligible, provided that at the time she applies for the homeownership program, Ms. Preston meets the homeownership program eligibility requirements and complies with the homeownership program requirements. Upon receipt of her cash award, Detra Preston will sign a release of her potential claims against Defendant provided that the release allows Ms. Preston to retain her right to enforce as a contract action against Defendant (1) HABC's agreement to use good faith efforts to enable her to participate in any Section 8 homeownership program that is operational during the term of the Consent Decree and for which she is eligible; and (2) HABC's agreement not to raise her rental payment based on the receipt of her settlement award.

128. Defendant shall provide to named plaintiff Lucy Curtis, no later than thirty (30) days after the effective date of the Consent Decree, a settlement award of $10,500.00. In addition, Defendant shall provide Ms. Curtis with a Housing Choice Voucher to coincide with the operation of the ELA program described in Section VII, Paragraph 62 of this Decree. Defendant agrees to refer her to the ELA program as soon as that program is

operational. Upon receipt of her monetary award, Ms. Curtis shall execute a release of her claims against the Defendant, provided that the release reserves to Ms. Curtis the right to enforce as a contract action against HABC its agreement to provide her with a voucher and to refer her for participation in the ELA program.

B. Claims Fund for Aggrieved Persons

129. No later than twenty (20) business days after the effective date of this Decree, Defendant shall establish a separate interest-bearing bank account containing the sum of $1,000,000.00. This account shall be subject to a HUD General Depository Agreement between the HABC and the financial institution, except that the monies in the fund shall be distributed pursuant to the terms of this Decree notwithstanding paragraph 5 of the General Depository Agreement. The monies in this account shall be used to provide compensation to persons aggrieved by the Defendant's alleged discriminatory housing practices as described in this Decree. This account shall be named the "Victims Compensation Fund."

130. Within ten (10) days of establishing the account, Defendant shall submit to the Plaintiffs documentation verifying that an account containing $1,000,000.00 has been established, including the name and address of the financial institution that is holding the funds. Any interest that accrues on the Defendant's Victims Compensation Fund shall be the property of the Fund. Each quarter, until all monies in the fund are distributed pursuant to paragraphs 154 through 159, in its quarterly report submitted to plaintiffs as described in Section XIV of this Decree, Defendant shall include documentation verifying that the sum of $1,000,000.00 remains in the separate account, is available as necessary for distribution to aggrieved persons pursuant to this Decree, and is not being used for any

other purpose. Monies in the fund shall be distributed pursuant to the procedures described in 153 through 158 of this Decree.

131. Within forty-five (45) business days of the effective date of this Decree, Defendant shall issue a request for proposals ("RFP") to identify an entity to serve as the Claims Administrator for this action.

132. Before finally selecting the Claims Administrator, Defendant shall submit for approval to the Plaintiffs the name of a firm of other entity proposed to serve as Claims Administrator for this action. The firm or entity shall be one that has experience in claims adjudication and administration in federal court actions concerning violations of civil rights. This entity shall be known as the "Claims Administrator." The United States and Private Plaintiffs shall have the opportunity to meet or speak with the proposed Claims Administrator before the Defendant awards the contract to the selected entity. If neither the United States nor the Private Plaintiffs object to the entity selected as the Claims Administrator within fifteen (15) business days, Defendant shall award the contract for Claims Administrator to that entity.

133. Defendant shall award the contract to the selected entity no later than ninety (90) days after the deadline for receipt of proposals.

134. Upon Plaintiffs' request, Defendant shall ensure that the Plaintiffs have an opportunity to meet with the selected entity prior to the signing of the contract.

135. Within sixty (60) days of making the contract award, Defendant shall enter into a contract with the selected entity to serve as Claims Administrator. All costs of the claims administration and adjudication process, including the costs of reasonable notice as agreed upon by the parties, shall be borne by Defendant.

136. The Defendant's contract with the Claims Administrator shall provide that the Claims Administrator's duties are to include, but are not limited to, the following:

(a) Developing and implementing a media plan to provide notice of the availability of compensatory funds to potential claimants;

(b) Distributing a notice to designated non-profit entities and municipal offices in order to provide notice of the availability of compensatory funds to potential claimants;

(c) Printing and mailing notices to current and past participants in and applicants for Defendant's housing programs informing them of the availability of compensatory funds;

(d) Establishing and publicizing procedures for filing a claim and tracking the submission of claims forms;

(e) Obtaining necessary consents authorizing the release of information to counsel for Private Plaintiffs;

(f) Investigating and evaluating claims;

(g) Establishing a dispute resolution process for claimants and resolving disputes involving those claims;

(h) Submitting assessments of claims to the parties and the Court;

(i) Distributing awards to claimants;

(j) Performing other duties as necessary to carry out the provisions of this Decree.

Defendant's contract with the Claims Administrator shall include a description of the aforementioned duties in a manner that is consistent with the terms of this section of the Decree.

137. The Notices referenced in Paragraphs 138, 139, and 141-143 shall contain the information set forth in Attachment M.

138. Within fifteen (15) days of the execution of the contract with Defendant, the Claims Administrator shall cause to be published a notice to potential claimants informing the public of the availability of compensatory funds. The notice shall be published pursuant to a media plan developed by the Claims Administrator and approved by the parties, and based on a budget of $13,500.00. The goal of the media plan shall be to obtain the most effective notification possible, within the allotted budget, to persons who may have claims for damages under the terms of this Decree. The media plan shall include but not be limited to publication of the notice in at least two (2) separate editions of the Baltimore Sun, at least one of which shall be a Sunday edition. The notices in the Baltimore Sun shall be no smaller than three (3) columns by six (6) inches, and shall appear no fewer than 5 (five) days apart.

139. Within thirty (30) days of execution of the contract with Defendant, the Claims Administrator shall send a copy of a notice to potential claimants to the following organizations or coalitions: (1) SHARP Coalition, (2) Community Behavioral Health Association of Maryland, (3) Maryland Civil Rights Coalition for People with Disabilities, (4) Baltimore City's Office of Homeless Services, (5) Maryland Developmental Disabilities Council, and (6) other entities identified by the parties that are likely to have contact with potential claimants.

140. In order to provide notice to potential claimants, Defendant shall submit the following to the Claims Administrator within fourteen (14) days of the execution of the contract between HABC and the Claims Administrator.

(a) The name and address of each family currently residing in an HABC public housing unit that is part of HABC's Annual Contribution Contract (ACC);

(b) The name and last known addresses of all families that have vacated an HABC public housing unit within two (2) years prior to the effective date of the Decree;

(c) The name and address of every family that is currently participating in the Section 8 program;

(d) The name and address of each applicant on a waiting list for public housing or the Section 8 program. Among other applicants, Defendant shall include all public housing or Section 8 applicants who have completed an eligibility interview and submitted all required paperwork but who have not leased a unit. HABC shall also include those applicants whose application status is currently "inactive" or "withdrawn" because they failed to submit an updated (green or blue) application.

141. Within thirty (30) days of the date of execution of the contract with the Claims Administrator, the Claims Administrator shall send by first-class mail, postage pre-paid, a copy of a notice to each family on the list(s) provided by HABC pursuant to Paragraph 140 of this Decree.

142. Within sixty (60) days of the date of the execution of the contract with the Claims Administrator, Defendant shall provide to the Plaintiffs proof that the Claims

Administrator has sent notices to the individuals for whom HABC has provided names and addresses.

143. Within thirty (30) days of the date of the execution of the contract with the Claims Administrator, Defendant shall post copies of the Notice in all HABC public offices and in Baltimore City's Office of Homeless Services. Defendant shall also distribute copies of the Notice to the Resident Advisory Board and to the Tenant Council Presidents.

144. Nothing in this Decree shall preclude the United States, Private Plaintiffs or the Claims Administrator from engaging in their own efforts to locate and provide notice to potential claimants.

145. Persons who claim they are Aggrieved Persons[20] shall have six (6) months to file a claim with the Claims Administrator. The claims period shall commence on the date that the Claims Administrator distributes the Notice referenced in Paragraph 141. However, claims asserted prior to the distribution of the notice shall be accepted.

146. Defendant shall require that the Claims Administrator's procedures for the submission and processing of claims include the following:

(a) The Claims Administrator shall inform claimants that if they need assistance in completing any necessary paperwork or a declaration, the Claims Administrator will make such assistance available.

(b) A claimant must provide the Claims Administrator with verification that he or she is a person with a disability and a signed statement attesting to the facts underlying his or her claim, including any particular injuries or harm resulting from the alleged discrimination by HABC. The requirement that the claimant

[20] When assessing claims, the Claims Administrator shall use the definition of Aggrieved Persons set forth in Attachment N.

provide verification that he or she has a disability shall not be burdensome. Acceptable verification includes but is not limited to: a Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI) award letter; proof of receipt of Veterans Administration Disability Benefits or of Temporary Emergency Medical and Housing Assistance (TEMHA); or a letter from a health care professional stating that the claimant is a person with a disability.

(c) If the Claims Administrator finds that it needs more information than was submitted by a claimant in order to make a determination on a claim, the Claims Administrator shall request such additional information from the claimant.

(d) Within thirty (30) days of receipt of a claim, the Claims Administrator shall send written acknowledgement to the claimant of receipt of the claim, a brief description of the claims procedures and timelines, and a reminder that the claimant should notify the Claims Administrator of any changes in his or her contact information.

(e) The Claims Administrator will investigate claims as they are submitted.

147. Defendant shall require the Claims Administrator to submit to the parties its written preliminary determination as to which individuals it finds to be aggrieved persons, and the amount each claimant shall be awarded, together with a copy of a declaration from each claimant setting forth the factual basis of his or her claim, within two (2) months after the deadline for filing a claim with the Claims Administrator as described in Paragraph 145 of this Section. If the Claims Administrator indicates it needs additional time to submit its written preliminary determinations, Defendant may grant the Claims Administrator an extension of up to two (2) months.

148. If Defendant wishes to refute any claim(s) for relief, within fifteen (15) business days of receipt of the Claims Administrator's preliminary determinations and supporting documentation, Defendant shall provide the Claims Administrator with any information or documents it believes may refute a claims(s).

(a) If the Defendant challenges a claim on the basis that HABC properly denied the claimant admission to public housing or to the Section 8 program because the claimant failed to attend a housing interview, in determining the validity of the challenge the Claims Administrator shall consider whether the Defendant can demonstrate that i) it provided the housing applicant with advance written notice of the scheduled interview appointment, ii) it sent the interview notice to the most recent address provided by the housing applicant, and iii) it sent the housing applicant written notice that he or she was determined to be ineligible for housing based on his or her failure to attend the scheduled interview appointment and the notice informed the applicant of his or her right to an informal hearing.

(b) If the Defendant challenges a claim on the basis that HABC properly denied the claimant admission to public housing or to the Section 8 program because of the claimant's criminal activity, in determining the validity of the challenge the Claims Administrator shall consider, but not be strictly bound, by the following factors: i) whether Defendant can demonstrate that it sent the housing applicant written notice of HABC's determination of the criminal activity that made the applicant ineligible for housing, ii) whether Defendant can demonstrate that the housing applicant was informed in writing of his or her right to an informal

hearing, and iii) whether or not the denial of eligibility is warranted based on HABC's criminal activity exclusion standards as they exist as of the effective date of this Decree. When considering factors i) - iii) above, the Claims Administrator shall weigh the nature and possible effect of any procedural deficiencies and resolve the claim in a manner that is most just.

149. The Claims Administrator shall promptly provide the Plaintiffs and claimants whose claims the Defendant is refuting with copies of all information Defendant provided in refuting the claim(s). The Claims Administrator shall also provide all claimants whose claims are in dispute with an explanation of the dispute resolution process.

150. The Plaintiffs shall have fifteen (15) business days after receipt of information or documents from the Claims Administrator to provide comments regarding the preliminary determinations to the Claims Administrator. Claimants whose claims are in dispute shall have fifteen (15) business days after receipt of information upon which Defendant relies to respond to the Claims Administrator and to provide any information that may support his or her claim.

151. Defendant shall require the Claims Administrator to consider information submitted by a party or claimant when making its final determinations as to who is an aggrieved person and the amount to be awarded to each aggrieved person.

152. Defendant shall ensure that the Claims Administrator submits its final determinations to the Court for approval, together with a copy of the declarations and any additional information provided by the claimants or the parties, no later than six (6) months after the deadline to file a claim with the Claims Administrator as described in Paragraph 145 of

this Section. Defendant shall ensure that the Claims Administrator promptly provides the parties with copies of the materials submitted to the Court for approval.

153. If a party disagrees with the Claims Administrator's final determinations, in whole or in part, that party must file its objections with the court within ten (10) business days of the date that the Claims Administrator submits its final determinations to the court for approval.

154. Within twenty (20) days of the date the Court approves or modifies the Claims Administrator's final determinations, the Defendant shall deliver to the Claims Administrator for distribution checks made payable to the individual aggrieved persons. The checks shall be in the amounts directed by the Claims Administrator unless the court modifies the Claims Administrator's final determinations, in which case the checks shall be made payable in the amounts directed by the Court.[21]

155. Upon Court approval of the amounts to be paid to the individual aggrieved persons, the Claims Administrator shall inform each claimant whether his or her claim has been approved, and, if so, the amount of his or her monetary award. The Claims Administrator shall send to each aggrieved person the Release of Claims form attached hereto as Attachment O. The Claims Administrator shall also recommend to the aggrieved persons that they may wish to seek private legal counsel or attend a free legal information session (as described in paragraph 157 below) to ensure that the aggrieved person understands the potential impact the monetary award may have on any public benefits he or she may be receiving and the legal consequences of signing the Release of Claims form.

[21] Pursuant to 24 CFR § 5.609, HABC shall exclude any monetary award received by an Aggrieved Person when calculating tenant rent (Public Housing) or Total Tenant Payment (Section 8).

156. No aggrieved person shall receive a monetary award until she or he executes and returns the Release of Claims form.

157. Private Plaintiffs and Defendant have agreed that aggrieved persons will benefit from having the opportunity, prior to signing the Release of Claims form, to obtain information about the effects of signing a release of their claim and the potential impact of the monetary award on their receipt of public benefits. Private Plaintiffs and Defendant have identified a law firm to provide legal information sessions to aggrieved persons on a pro bono basis. Private Plaintiffs and Defendant will coordinate the provision of these pro bono legal information sessions with the Claims Administrator. If requested, Defendant agrees to provide, free of charge, space to hold several legal information sessions at locations, dates and times agreed upon by the Private Plaintiffs and Defendant.

158. Defendant shall ensure that all parties to this action promptly receive a list of the names and addresses of all individuals who received an award check, the amount each individual received, and the date each check was sent.

159. In the event that less than the total amount in the Victim Compensation Fund including accrued interest is distributed to aggrieved persons, the parties will confer within twenty (20) days after Defendant delivers the checks to the Claims Administrator about a proposal for distribution of the remaining monies consistent with the purposes of this Decree. If the parties agree on a proposal, they shall submit a joint proposal to the Court. If the parties are unable to agree, each party shall submit a proposal to the Court with the reasons for its proposal. The parties shall submit their proposals to the Court within forty (40) days after Defendant delivers the checks to the Claims Administrator. Defendant

shall distribute the funds in the manner directed by the Court within ten (10) days of the Court's determination.

C. Attorneys' Fees

160. Within thirty (30) days of the Court's approval of this Consent Decree, Defendant shall submit a check to the Maryland Disability Law Center in the amount of $300,000.00 to settle all claims for attorneys' fees or costs associated with this case from its inception through to the execution of the Consent Decree. This award is separate from any fees that will be owed to the Maryland Disability Law Center as a result of any monitoring and enforcement activities associated with this case.

THE PARTIES CONSENT TO THE ENTRY OF THIS CONSENT DECREE AS INDICATED BY THE SIGNATURES OF COUNSEL BELOW:

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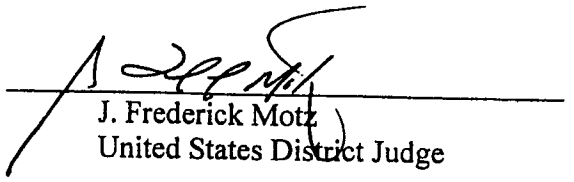
ORDERED this 20th day of December, 2004



J. Frederick Motz
United States District Judge