

appointed officials, employees, and agents on fair housing and disability rights, and coordinate the City's compliance with this Decree.

32. The FHCO shall be designated to receive and review all complaints of housing discrimination and disability discrimination made against Defendants or any officer, elected or appointed official, employee, or agent of Defendants.

33. Within thirty (30) days of receiving a complaint of housing discrimination or disability discrimination, the FHCO shall provide counsel for the United States¹ with a copy of the complaint, any documents filed with the complaint, and any written response to the complaint by the City, and shall inform counsel for the United States whether the complaint has been resolved. If the complaint has not been resolved, the FHCO shall inform counsel for the United States of any efforts Defendants undertook or plan to undertake to resolve the complaint.

34. The FHCO shall maintain copies of this Decree, the Fair Housing Policy described below, and the HUD Complaint form and HUD pamphlet entitled "Are you a victim of housing discrimination?" (HUD official forms 903 and 903.1, respectively) and make these materials freely available to anyone, upon request, without charge, including all persons making fair housing complaints to the FHCO.

35. During the term of this Decree, the FHCO shall report to the City every three months on activities taken in compliance with this Decree.

¹All correspondence required to be sent to the United States under the provisions of this Order shall be sent to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, Attn: DJ 175-75-94, at the following address:

Regular U.S. Mail: 950 Pennsylvania Avenue, NW – NWB
Washington, D.C. 20530
Overnight Mail: 1800 G Street, NW
Suite 7002
Washington, D.C. 20006

VIII. FAIR HOUSING TRAINING

36. Within one hundred twenty (120) days after entry of this Decree, the City shall provide training(s) on the requirements of the Decree, the FHA (in particular, those provisions that relate to disability discrimination), and the ADA (in particular, the ADA's application to zoning). The training(s) shall be provided to all City employees who have duties related to the planning, zoning, permitting construction, or occupancy of residential housing, including but not limited to: all members, staff and employees of the Zoning Board of Adjustment and the Construction Board of Adjustment and Appeals. The training(s) should be conducted in accordance with the following:

- a. The training(s) shall be conducted by a qualified third party or parties, subject to the approval of the United States. The trainer(s) shall not be connected to the City or their officers, elected or appointed officials, employees, agents or counsel. No fewer than thirty (30) days before the date of each training under this paragraph, the City shall submit to counsel for the United States the name of the person(s) or organization(s) proposed to provide the training, together with copies of the professional qualifications of such person(s) or organization(s) and copies of all materials to be used in the training. Training by the U.S. Department of Housing and Urban Development shall satisfy this provision.
- b. Any expenses associated with the training(s) shall be borne by the City.
- c. The training(s) shall be video recorded and the City shall maintain copies of the written materials provided for each training. Each newly hired individual covered by this paragraph shall first receive training within thirty (30) days after the date he or she enters office or commences service or employment, either (1) by attending the next

regularly scheduled annual live training, if it occurs within the thirty (30) day period, or (2) by viewing a video recording of the most recent live training and receiving copies of any written materials provided for that training.

d. The City shall provide a copy of this Decree to each person required to receive the training(s).

e. The City shall require each trainee to execute a certification confirming: i) his or her attendance; ii) the date of the training; and iii) his or her receipt and comprehension of the Decree. The Certification of Training and Receipt of Consent Decree appears at Attachment B to this Decree. All trainees shall complete the certifications at the conclusion of each training session.

37. Within one hundred twenty (120) days after the entry of this Decree, the City shall hold a one-time, live training on the requirements of the FHA (in particular, those provisions that relate to disability discrimination) for the Mayor and Council in compliance with the Texas Open Meetings Act. The trainer(s) for the live presentation shall be unconnected to the Defendant or its employees, officials, agents, or counsel. Trainer(s) and training must be approved by the United States, which approval will not be unreasonably withheld. Any expenses associated with training shall be borne by the Defendant. Training by the U.S. Department of Housing and Urban Development shall satisfy this provision. Each Councilperson shall execute a certification confirming: i) his or her attendance; ii) the date of the training; and iii) his or her receipt and comprehension of the Decree. The Certification of Training and Receipt of Consent Decree appears at Attachment B to this Decree. All trainees shall complete the certifications at the conclusion of each training session

IX. FAIR HOUSING POLICY

38. Within sixty (60) days of the date of this Decree, the City shall adopt a Fair Housing Policy. The Fair Housing Policy shall list the name and contact information for the City's Fair Housing Compliance Officer designated in accordance with Part III, above. The City shall include the Fair Housing Policy in all literature and information or application materials provided to landlords, owners and operators of group homes or other housing for persons with disabilities, and disability rights organizations. The City shall include the Fair Housing Policy as a readily accessible link on the City's website.

39. Within thirty (30) days of the date of this Decree, the City shall place the phrase "Equal Housing Opportunity" or the fair housing logo (as described in 24 C.F.R. § 110.25) on the City's website. The City shall place the same in all future published notices and advertisements related to housing or residential development.

X. REPORTING AND RECORD KEEPING

40. Within one hundred twenty (120) days after entry of this Decree, the City shall submit all executed copies of the Certification of Training and Receipt of Consent Decree (Attachment B) described in paragraphs 36(e) and 37 above, and a copy of its adopted Fair Housing Policy described in paragraph 38, above.

41. The City shall prepare compliance reports twice annually for the term of this Decree detailing all actions they have taken to fulfill their obligations under this Decree since the last compliance report. The City shall submit their first report to the United States within six (6) months after entry of the Decree, and subsequent reports every six (6) months thereafter for the duration of the Decree, except that the final report shall be delivered to the United States not less than sixty (60) days prior to the expiration of this Decree. Defendants shall include in the

compliance reports, at a minimum, the following information:

a. A summary of each zoning or land-use request or application related to group homes on which the City has made a determination, indicating: i) the date of the application; ii) the applicant's name; iii) the applicant's current street address; iv) the street address of the subject property or proposed housing; v) The City's decision(s) regarding the matter, including any decision on appeal; vi) the reasons for each decision, including a summary of the facts upon which the City relied; and vii) complete copies of any minutes or recordings from all meetings or hearings discussing the zoning request or application;

b. Representative copies of any published notices or advertisements containing the phrase "Equal Housing Opportunity" or the fair housing logo as described in paragraph 39, above;

c. Copies of any Certifications of Training and Receipt of Consent Decree (Attachment B) described in paragraphs 36(e) and 37, above, that are signed after the preceding compliance report was issued; and

d. Copies of any materials that have been previously submitted to counsel for the United States under this Decree if such materials have been substantially altered or amended since they were last submitted to counsel for the United States.

42. For the duration of this Decree, the City shall retain all records relating to compliance with any provision of this Decree. Counsel for the United States shall have the opportunity to inspect and copy any such records after giving reasonable advance notice to counsel for the City, subject to the City's current records retention policy.

shortened by mutual written agreement of the parties. The other provisions of this Decree may be modified by written agreement of the parties or by motion to the Court. If the modification of a provision other than a time limit for performance is made by written agreement of the parties, then such modification will be effective upon filing of the written agreement with the Court and remain in effect for the duration of the Decree or until such time as the Court indicates through written order that it has not approved the modification.

XIV. ENFORCEMENT

50. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Decree prior to bringing such matters to the Court for resolution. However, in the event of a failure by either party to perform in a timely manner any act required by this Decree, or otherwise to act in conformance with any provision thereof, either the City or the United States may move this Court to impose any remedy authorized by law or equity.

XV. COSTS AND FEES

51. Except as stated above, the parties will bear their own costs and fees associated with this litigation.

XVI. TERMINATION OF LITIGATION HOLD

52. The parties agree that, as of the date of the entry of this Consent Decree, litigation is not “reasonably foreseeable” concerning the matters described above. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Consent Decree.

IT IS SO ORDERED:

This _____ day of _____, 2016.

By their signatures below, the parties consent to the entry of this Consent Decree.


For Plaintiff United States of America:

JOHN MALCOLM BALES
United States Attorney
Eastern District of Texas


MICHAEL LOCKHART
Assistant United States Attorney
350 Magnolia Avenue, Suite 150
Beaumont, TX 77701
Tel: (409) 839-2538
E-mail: Michael.Lockhart@usdoj.gov

LORETTA E. LYNCH
Attorney General

VANITA GUPTA
Principal Deputy Assistant Attorney General
Civil Rights Division


SAMEENA S. MAJEED
Acting Chief
TIMOTHY J. MORAN
Deputy Chief
MAX LAPERTOSA
AURORA BRYANT
ELISE SANDRA SHORE
ABIGAIL A. NURSE
Attorneys
United States Department of Justice
Housing and Civil Enforcement Section
Civil Rights Division
950 Pennsylvania Ave. NW – G St.
Washington, DC 20530
Tel: (202) 305-1077
Fax: (202) 514-1116
E-mail: Max.Lapertosa@usdoj.gov

For Plaintiff-Intervenors Alissa Humphrey, Todd Hicks, and Laura Odom:



CHRISTOPHER MCGREAL
RACHEL COHEN-MILLER
DISABILITY RIGHTS TEXAS
1420 Mockingbird Lane, Suite 450
Dallas, TX 75247
Tel: (214) 845-4056
Fax: (214) 630-3472

GARTH CORBETT
LISA SNEAD
DISABILITY RIGHTS TEXAS
2222 W. Braker Lane
Austin, TX 78758
Tel: (512) 454-4816
Fax: (512) 454-3999

SEAN A. JACKSON
DISABILITY RIGHTS TEXAS
1500 McGowen, Suite 100
Houston, TX 77004
Tel: (713) 974-7691
Fax: (713) 974-7695

For Defendant City of Beaumont:



WILLIAM M. MCKAMIE
ADOLFO RUIZ
BARBARA L. QUIRK
CHARLES H. SIERRA
ADRIAN A. SPEARS
MCKAMIE KRUEGER, LLP
941 Proton Road
San Antonio, TX 78258
Tel: (210) 546-2122
Fax: (210) 546-2130



TYRONE E. COOPER
City Attorney
City of Beaumont
801 Main Street
Beaumont, TX 77701
Tel: (409) 880-3715



KYLE HAYES
City Manager
City of Beaumont
801 Main Street
Beaumont, TX 77701

ATTACHMENT A
Reasonable Accommodation Policy

I. Introduction

It is the policy of the City of Beaumont, Texas (“City”), pursuant to the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act and applicable state laws, to provide individuals with disabilities reasonable accommodations (including modifications or exceptions) in the City’s zoning, land use, and other regulations, codes, rules, policies and practices, to ensure equal access to housing and to facilitate the development of housing for individuals with disabilities, or developers of housing for people with disabilities, flexibility in the application of land use, zoning, building and other regulations, policies, practices and procedures, including waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities to ensure a person with a disability has an equal opportunity to use and enjoy a dwelling.

This Policy provides a procedure for making requests for accommodations in land use, zoning, building regulations and other regulations, policies, practices, and procedures of the jurisdiction to comply fully with the intent and purpose of applicable laws, including federal laws, in making a reasonable accommodation. Nothing in this Policy shall require persons with disabilities or operators of homes for persons with disabilities acting or operating in accordance with applicable zoning or land use laws or practices to seek a reasonable accommodation under this Division.

II. Publication of Policy

The City shall prominently display a notice at the counter in the Planning and Community Development Department advising those with disabilities or their representatives that they may request a reasonable accommodation in accordance with the procedures established in this Policy. A copy of the notice shall be available upon request and shall also be posted on the City’s website.

III. Definitions

As used in this Policy, “person with a disability” has the meaning set forth in the federal Fair Housing Act and the Americans with Disabilities Act and is an individual who has a physical or mental impairment that limits one or more of the major life activities of such individual, is regarded as having such impairment, or has a record of such impairment.

As used in this Policy, “reasonable accommodation” means the act of making a dwelling unit or housing facility(ies) readily accessible to and usable by a person with disabilities, through the removal of constraints in the City’s land use, zoning, code, permit and processing procedures. A reasonable accommodation controls over a conflicting City regulation or requirement.

For Plaintiff-Intervenors Alissa Humphrey, Todd Hicks, and Laura Odom:



CHRISTOPHER MCGREAL
RACHEL COHEN-MILLER
DISABILITY RIGHTS TEXAS
1420 Mockingbird Lane, Suite 450
Dallas, TX 75247
Tel: (214) 845-4056
Fax: (214) 630-3472

GARTH CORBETT
LISA SNEAD
DISABILITY RIGHTS TEXAS
2222 W. Braker Lane
Austin, TX 78758
Tel: (512) 454-4816
Fax: (512) 454-3999

SEAN A. JACKSON
DISABILITY RIGHTS TEXAS
1500 McGowen, Suite 100
Houston, TX 77004
Tel: (713) 974-7691
Fax: (713) 974-7695

IV. Requesting an Accommodation

An application for an accommodation may be made by any person(s) with a disability, his or her representative, a developer or provider of housing for persons with disabilities, or an agency that provides residential services to persons with disabilities. A request for accommodation may be submitted at any time the accommodation may be necessary to afford the person with a disability equal opportunity to use and enjoy the dwelling. A written acknowledgement of the request shall be sent to the applicant by the City within ten (10) days of receipt.

Requests for an accommodation may include a modification or exception to the rules, standards and practices for the siting, development, code enforcement, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to a dwelling of his or her choice.

An individual requesting an accommodation shall direct the request to the Director of the Community Planning and Development Department, orally, which shall be transcribed by the City into writing if requested by the applicant, or in writing. The individual shall submit an application for a reasonable accommodation using the appropriate City form, to be provided by the City. The City shall assist the applicant with furnishing all information maintained by the City with respect to an accommodation. The applicant shall provide the following:

1. Name and address of the person or entity requesting accommodation. If the applicant is applying on behalf of a person with a disability, the name and address of the person with a disability shall also be provided. The accommodation need not be on behalf of a specific person with a disability, as long as the person requesting the accommodation verifies that the housing is intended for the use of persons with disabilities.
2. Address of the property for which the accommodation is requested.
3. Indication of whether that the applicant is (a) a person with a disability, (b) applying on behalf of a person with a disability, (c) a developer or provider of housing for one or more person(s) with a disability, or (d) a provider of residential services for a person with a disability.
4. Description of the disability at issue, the requested accommodation, and the specific regulation(s), policy, practice or procedure for which the accommodation is sought. In the event that the specific individuals who are expected to reside at the property are not known to a provider in advance of making the application, the provider shall not be precluded from filing the application, but shall submit details describing the range of disabilities that prospective residents are expected to have to qualify for the housing.

5. Description of whether the specific accommodation requested by the applicant is necessary for the person(s) with the disability to use and enjoy the dwelling, or is necessary to make the provision of housing for persons with disabilities financially or practically feasible.

Any personal information regarding disability status identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and/or person with a disability and shall not be made available for public inspection unless required by the Texas Public Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision of the City Manager's designee. The Applicant need provide only the information necessary for the City to evaluate the reasonable accommodation request.

If the person with the disability needs assistance to make a request for accommodation, the City will provide assistance, including transcribing a verbal request into a written request. The applicant shall sign or indicate in writing that the transcription is accurate.

A fee shall not be required for an application for an accommodation.

V. Review of Reasonable Accommodation Request

The Director of the Department of Community Planning and Development, or the Director of the City department or division responsible for overseeing the ordinance, rule, code, policy or practice that is the subject of the reasonable accommodation request ("Director"), shall issue a written decision on a request for accommodation within thirty (30) calendar days of the date of the application, and may either grant, grant with alterations or conditions, or deny a request for an accommodation in accordance with the required findings set forth below.

If necessary to reach a determination on the request for accommodation, the Director may request further information from the applicant consistent with applicable laws, specifying in detail the additional information that is required. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry. (See Joint Statement of The Department of Housing & Urban Development & The Department of Justice: Reasonable Accommodations Under the Fair Housing Act #18.) Any personal information related to the disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Texas Public Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision of the City Manager's designee. If a request for additional information is made, the running of the thirty (30) calendar day period to issue a decision is stayed until the applicant responds to the request.

The written decision to grant, grant with alterations or conditions, or deny a request for accommodation shall be based on the following factors to the extent they are consistent with applicable laws:

1. Whether the housing that is the subject of the request for accommodation will be used by a person with a disability protected under the applicable laws.
2. Whether the requested accommodation is necessary to make a dwelling available to a person with disabilities protected under the applicable laws.
3. Whether the requested accommodation would pose an undue financial or administrative burden on the City. The determination of undue financial and administrative burden will be done on a case-by-case basis. A finding of “undue financial or administrative burden” shall not be based on whether the requested accommodation would provide a preference or permit the housing in question to not comply with otherwise-applicable laws, ordinances, rules, codes, policies or practices that others must obey.
4. Whether the requested accommodation would require a fundamental alteration in the nature of a City program or law, including but not limited to zoning and land use. A finding of “fundamental alteration” shall not be based on whether the requested accommodation would provide a preference or permit the housing in question to not comply with otherwise-applicable laws, ordinances, rules, codes, policies or practices that others must obey.

In making findings, the Director may grant with alterations or conditions, reasonable accommodations, if the Director determines that the applicant’s initial request would impose an undue financial or administrative burden on the City, or fundamentally alter a City program or law. The alterations or conditions shall provide an equivalent level of benefit to the applicant with respect to (a) enabling the person(s) with a disability to use and enjoy the dwelling, and (b) making the provision of housing for person(s) with a disability financially or practically feasible.

The written decision of the Director on an application for an accommodation shall explain in detail the basis of the decision, including the Director’s findings on the criteria set forth below. All written decisions shall give notice of the applicant’s right to appeal and to request assistance in the appeal process as set forth in this Policy. The notice of the decision shall be sent to the applicant by certified mail and electronic mail, if the applicant’s electronic mail address is known to the City.

Nothing herein shall prohibit the applicant, or persons on whose behalf a specific application was filed, from reapplying for an accommodation based on additional grounds or changed circumstances.

If the Director fails to render a written decision on the request for accommodation within thirty (30) days, the accommodation request shall be deemed granted.

VI. Appeal

An applicant, or a person on whose behalf an application was filed, may appeal the written decision to deny or grant an accommodation with alterations or conditions or a denial of the accommodation no later than thirty (30) calendar days from the date the decision is mailed.

An appeal must be in writing (or reduced to writing as provided below) and include grounds for appeal. Any personal information related to the disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Texas Public Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision of the City Manager's designee.

If an applicant needs assistance appealing a written decision, the City will provide assistance transcribing a verbal request into a written appeal to ensure that the appeals process is accessible. The applicant shall sign or indicate in writing that the transcription is accurate.

An applicant shall not be required to pay a fee to appeal a written decision.

An appeal will be decided by the City Manager or his designee. In considering an appeal, the City Manager shall consider (a) the application requesting the accommodation, (b) the Director's decision, (c) the applicant's written statement of the grounds of the appeal, and (d) the provisions of this Policy, in order to determine whether the Director's decision was consistent with applicable fair housing laws and the required findings in this Policy.

If a written decision on the appeal is not rendered within thirty (30) calendar days from the date the appeal is received, the requested accommodation shall be deemed granted.

The decision of the City Manager or his designee shall constitute the City's final determination on the request for reasonable accommodation.

VII. Other provisions

A request for accommodation shall stay any and all proceedings, including Municipal Court proceedings, in furtherance of the enforcement of any requirement that is the subject of the request. An accommodation request does not affect an applicant's obligation to comply with other applicable regulations not at issue in the requested accommodation.

The City shall retain, for the duration of the accommodation and at least five (5) years thereafter, written records of each request and all related records, including the City's responses and decisions.

The person or entity requesting an accommodation may file an action at any time in court to challenge the City's denial of a reasonable accommodation under the Fair Housing Act, the

Americans with Disabilities Act and/or any other applicable federal, state or local law. Such persons or entities shall not, solely by virtue of having requested an accommodation under this Policy, be barred, estopped or otherwise limited in bringing an action in court against the City to challenge the denial of a reasonable accommodation.

ATTACHMENT B
Certification of Training and Receipt of Consent Decree

On _____, I attended training on the Fair Housing Act and Titles II and V of the Americans with Disabilities Act. I have had all of my questions concerning these topics answered to my satisfaction.

I also have been given and I have read copies of the Fair Housing Act, the Americans with Disabilities Act, and the Consent Decree entered in United States v. City of Beaumont, Civil No. 1:15-CV-00201-RC (E.D. Tex.). I understand my legal responsibilities and will comply with those responsibilities.

Signature

Print Name

Position with City of Beaumont

Business Address

Business Address Continued

Business Telephone Number

Date

ATTACHMENT C
Release

In consideration for the parties' agreement to the terms of the Consent Decree entered in United States v. City of Beaumont, No. 1:15-cv-00201 (E.D. Tex.), and the City's payment to me of \$_____, pursuant to the Consent Decree, I hereby agree, effective upon receipt of payment, to hereby release and forever discharge the City of Beaumont, along with its principals, predecessors, successors, insurers, agents, directors, officers, employees, former employees, administrators, assigns, and any person acting under its direction or control, from any and all claims, costs, and expenses, including attorney's fees, that I have or may have had against the City of Beaumont for any of its actions through the date of entry of the Consent Decree. This Release includes, but is not limited to, all fair housing and/or Americans with Disabilities Act claims set forth or which could have been set forth, in the Complaint in this lawsuit and any other claims that I may have had against the City of Beaumont for any of its actions through the date of the entry of the Consent Decree. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed this _____ day of _____, 2016.

Signature

Print Name

Address

Address Continued

ATTACHMENT D
List of Other Aggrieved Persons

Barbara Beauchamp	\$10,000
John Franks	\$15,000
Connie and Ronald Lee	\$30,000
James Leysath	\$50,000
Jan Leysath	\$35,000
Lynette McCreary	\$25,000
Arvy McKinney	\$30,000
Christel Wise	\$40,000