

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CONCILIATION AGREEMENT AND
VOLUNTARY COMPLIANCE AGREEMENT**

Under

**TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Between

**United States Department of Housing and Urban Development
("the Department")**

And

**Anthony Locke
("Complainant")**

And

**Delaware County Housing Authority
("DCHA" or "Recipient")**

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

CASE NUMBER: 03-14-0335-8 and 03-14-0335-6

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I. INTRODUCTION

The Delaware County Housing Authority (“DCHA”) is a public housing authority and is subject to, among other laws, the Fair Housing Act of 1968, as amended (“the Act”), Title VI of the Civil Rights Act of 1964 (“Title VI”) and implementing regulations. The United States Department of Housing and Urban Development (the “Department”) is an agency of the United States of America. Anthony Locke (the “Complainant”) is an adult individual.

A complaint was filed with the Department on July 30, 2014, alleging Complainant was denied admission to DCHA’s housing programs because he lives within Chester City and therefore is excluded from DCHA’s live/work preference (Case Nos. 03-14-0335-8 and 03-14-0335-6, hereinafter referred to as the “Action”). Complainant alleged the live/work preference violates the Act and Title VI because it unlawfully discriminates against Black residents of Delaware County who are otherwise eligible for DCHA’s housing programs.

DCHA denies discriminating against Complainant or any member of the subject class (black) and admits no liability with respect to any of the allegations or claims in the complaint. In an effort to resolve any further controversy, DCHA agrees to settle the claims in the Action by entering into this Conciliation Agreement and Voluntary Compliance Agreement (“Agreement”). This Agreement resolves the Action filed under the Act, Title VI and DCHA’s responsibilities under the civil rights statutes enforced by the Department, without an admission of liability.

II. GENERAL PROVISIONS

- A. The parties acknowledge this Agreement is voluntary and constitutes a full settlement of the claims set forth in the complaint in the above-referenced cases. The parties affirm they have read and fully understand the terms set forth herein. The parties agree they have not been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- B. **Effective Date:** This Agreement will become effective on the date on which it is approved by the Regional Director, Office of Fair Housing and Equal Opportunity (“FHEO”) at the Department.
- C. **Term of Agreement:** This Agreement shall remain in effect for three (3) years from its Effective Date.
- D. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Title VI and/or the Act. The Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- E. This Agreement shall be binding upon the Complainant, his heirs, personal representatives and assigns, the Recipient, all its staff with responsibilities relating to administering the live/work preference, its officers, Board of Commissioners, agents, successors, and assigns, and the Department.

- F. This Agreement does not affect the ability of the Department or Recipient to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this Agreement.
- G. Upon execution, this Agreement is a public document. A copy of this Agreement shall be made available to any person for his or her review, in accordance with the law. Recipient shall provide a copy of this Agreement to any person upon request and post a link to the Agreement on the DCHA website.
- H. Except as set forth in Section VII of this Agreement, to the extent that any prior Departmental guidance (written or oral) provided to the DCHA by the Department under Title VI and/or the Act, in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding Recipient's obligations, responsibilities, or technical requirements, under Title VI and the Act conflicts with this Agreement, this Agreement is the controlling document from the Effective Date of this Agreement.
- I. This Agreement does not supersede or in any manner change the rights, obligations, and responsibilities of the parties under any other court orders or settlements of other controversies involving compliance with civil rights statutes.
- J. This Agreement does not affect Recipient's obligations to comply with all requirements of Title VI and the Act not addressed in this Agreement.
- K. Complainant hereby forever waives, releases, and covenants not to sue the Department or Recipient, their heirs, executors, assigns, agents, employees, directors, officers, representatives, board members, successors, and attorneys with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of Department Case Numbers 03-14-0335-8 and 03-14-0335-6 or which could have been filed in any action or suit arising from said subject matter.
- L. Recipient hereby forever waives, releases, and covenants not to sue the Department or Complainant, their successors, assigns, agents, officers, board members, employees, and attorneys with regard to any and all claims, damages, and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of Department Case Numbers 03-14-0335-8 and 03-14-0335-6 or which could have been filed in any action or suit arising from said subject matter.
- M. Subject to the limitation set forth in the third sentence of this paragraph, the Department hereby forever waives, releases, and covenants not to sue Recipient, their heirs, executors, assigns, agents, employees, directors, officers, representatives, board members, successors, and attorneys with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of Department Case Numbers 03-14-0335-8 and 03-14-0335-6 or which could have been filed in any action or suit arising from said subject matter. Additionally, the Department shall not file its own complaint against the Recipient based on the changes that shall be made to its live/work preference pursuant to this Agreement. However, nothing in this paragraph shall prevent

the Department from assessing jurisdiction of inquiries, accepting complaints for filing, investigating complaints of discrimination, or enforcing the Act, Title VI, and other civil rights authorities based on the Recipient's application of its live/work preference after the changes are completed.

III. SPECIFIC PROVISIONS

A. Relief for Specific Complainants:

1. Within fifteen (15) days of the Effective Date of this Agreement, Recipient shall provide the settlement amount to Complainant, which shall be set forth in a separate Release between Recipient and Complainant, to be executed contemporaneously with this Agreement.

2. In consideration of the Individual Relief addressed herein under paragraph III.A., Complainant agrees to execute a separate release of claims under Title VIII with Recipient contemporaneously with his execution of this Agreement. The parties have reviewed and agreed upon the separate release provided by the Department.

B. General Public Relief Provisions

1. Within ninety (90) days of the Effective Date of this Agreement:

a. In accordance with HUD Guidelines, and following a public hearing on the proposed revision, Recipient will begin its process to revise its Administrative Plan for the Housing Choice Voucher Program ("Administrative Plan") and its Admissions and Continued Occupancy Policy ("ACOP") by deleting the words "excluding the City of Chester" and "outside of the City of Chester" from the local preference sections. Recipient will make edits to all necessary documentation, including the Administrative Plan and ACOP to effectuate this change. Upon notice from the Recipient to the Department, the Department shall evaluate any requests for an extension of time to implement the revisions set forth herein should the extension be necessary to comply with public notice and hearing requirements. The Department will act in good faith in its evaluation of any requests for extension.

b. Recipient shall continue to implement its uniform procedures and methods for communicating with, marketing to, and receiving and processing applications from all residents of Delaware County, including Chester City. Recipient will continue to conduct equivalent outreach to all residents of Delaware County, including residents of Chester City.

2. Within thirty (30) days of the date that HUD approves the revisions to the Administrative Plan and ACOP described in paragraph III.B.1.a, Recipient shall notify all persons currently on its waitlists, applicants and potential applicants of the changes described in paragraph III.B.1.a above (the "Notice"). A link to a copy of the Notice will be posted on Recipient's website and Facebook page. Prior to posting the Notice, DCHA will submit the Notice to the Department for review and approval. DCHA shall not post the Notice

until it is approved by the Department. Should an individual request a copy of this Agreement or the Notice in this provision, Recipient shall provide the individual a copy of this Agreement and/or the Notice upon request and/or in accordance with applicable right to know laws.

3. Within thirty (30) days of the Effective Date of the Agreement, DCHA shall appoint and maintain at least one Fair Housing Coordinator (“FHC”), who may be a current employee of DCHA. This person or persons shall serve as the point-of-contact regarding compliance with this Agreement and serve as the contact for all applicants, tenants, and program participants with questions or complaints regarding fair housing. The FHC shall not make any determinations regarding complaints, but rather, will provide fair housing resources and contact information for the Department. Should the FHC be terminated or voluntarily leave, DCHA shall inform the Department of the new FHC appointed to fill the position within fifteen (15) days of the previous FHC’s departure.
4. Within thirty (30) days of the Effective Date of the Agreement, DCHA shall distribute the Agreement to supervisory staff, including the Board, Executive Director, and all staff with responsibilities relating to administering the live/work preference.
5. Within sixty (60) days of approval of the training materials, as described below, by the Department, and annually for the Term of the Agreement after the Department’s approval of training materials, DCHA staff, including the Executive Director, and all staff with responsibilities relating to administering the live/work preference, shall undergo formal, in-person fair housing training. The training shall have an emphasis on race discrimination, discriminatory impact, and affirmatively furthering fair housing. It is agreed that fair housing training provided by the Housing Equality Center fulfills the requirements of this paragraph; however, the training materials (handouts, PowerPoint presentation, etc.) for the training shall be submitted to the Department for review and approval within sixty (60) days of the Effective Date to ensure they meet the requirements of this paragraph and provide an opportunity for the Department to provide any guidance documents or technical assistance regarding the training materials. The process for the approval of materials will be repeated in years two and three of the Agreement in the same manner, with the sixty (60) day period in years two and three of this Agreement commencing on the anniversary date of the Effective Date. Upon notice from the Recipient to the Department, the Department shall evaluate any requests for extensions of time to submit training materials and/or undergo training under this paragraph. The Department will act in good faith in its evaluation of any requests for extension.
6. DCHA shall continue to post fair housing materials in its offices and on its website. DCHA shall continue to include “equal housing opportunity” and the fair housing logo on applications, forms, stationary, flyers, handouts, its website, and on all future ads and notices.
7. DCHA shall continue to provide a fair housing flyer or brochure in briefing materials and, within sixty (60) days of the Effective Date of this Agreement, shall begin to provide information about Delaware County’s amenities in briefing materials by providing a link to the Delaware County Chamber of Commerce on its website.

8. For the duration of this Agreement, when the Eligible Households described in this paragraph are offered and accept a unit or a voucher after the Effective Date of this Agreement (pursuant to the selection process outline in in paragraph III.B.1, above) Recipient shall make available to the Eligible Household relocation assistance to offset anticipated moving expenses. Relocation assistance for Eligible Households that accept a Public Housing unit shall be in the form of forgiveness of the Eligible Household's security deposit for Public Housing; Relocation assistance for Eligible Households that accept a Housing Choice Voucher shall be in the form of a one-time payment of \$250. Eligible Households are households on the Recipient's waitlists as of the Effective Date of this Agreement that are residents of Chester City, who applied for a new waiting list and/or renewed an existing waitlist application for housing assistance managed by Recipient after March 1, 2017, but did not receive 9 live/work points under the live/work point allocation scheme in place prior to this Agreement. Eligible Households shall not include applicants who apply for housing assistance with the DCHA after the Effective Date of this Agreement. Recipient may require a release of claims from each Eligible Household receiving relocation assistance pursuant to this Paragraph. Eligibility for relocation assistance shall not require any additional action by the Eligible Households beyond those actions set forth in this paragraph. Recipient shall maintain an accounting of the payment funds issued pursuant to this Paragraph to be provided to the Department pursuant to Paragraph IV.C.

IV. REPORTING REQUIREMENTS

- A. For the purpose of this Agreement, if the reporting day falls on a weekend or a Federal holiday, the report will be due the first business day after the weekend or holiday.
- B. For the purpose of this Agreement, the reporting materials must be directed to the following: Rachel Leith, Enforcement Branch Chief, Region III, U.S. Department of Housing and Urban Development, Enforcement03@hud.gov.
- C. Within 10 days of performing the actions outlined in the Specific Provisions III, Recipient shall confirm, in writing to the Department, that the action has occurred and submit evidence to the Department of the action taken. Such evidence may include, but is not limited to, documentation showing the separate consideration was provided to Complainant, a copy of the separate release, a copy of the notice regarding changes to the ACOP and Administrative Plan, documentation showing appointment of the FHC, a screenshot showing the notice was posted on the Recipient's website and Facebook page, emails or copies of communications documenting the Agreement's distribution to supervisory staff, training certificates, a screenshot showing the link to the Delaware County Chamber of Commerce on the Recipient's website, and documentation of waived security deposits or payments to Eligible Households of the relocation assistance.

V. RECORDKEEPING REQUIREMENTS

- A. During the term of this Agreement, Recipient shall maintain any and all records relating to their implementation of the requirements of this Agreement. Such records include, but are

not limited to, all waitlists maintained by the Recipient prior to the changes being effectuated in III.B.1.a., quarterly snapshots of all wait lists maintained by the Recipient after the changes are effectuated, identification of Eligible Households, documentation of relocation assistance provided to Eligible Households, and tracking how Eligible Households benefited from the relocation assistance opportunity.

- B. Upon request, Recipient shall make these records, as defined in Section V.A. above, available for inspection by the Department.

VI. IMPLEMENTATION, MONITORING AND ENFORCEMENT

- A. The Department will monitor Recipient's implementation of this Agreement. At its discretion, the Department may convene meetings with appropriate personnel, as determined by the Executive Director of the DCHA, with ten (10) days' notice to the Fair Housing Coordinator to discuss progress with implementing the terms of the Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. In the event Recipient fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from the Department, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to the Department.
- C. Failure by the Department to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, the Department's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of Recipient under this Agreement.

VII. EFFECT OF NONCOMPLIANCE WITH THIS AGREEMENT

- A. The parties intend to resolve their disputes with respect to noncompliance with this Agreement in a timely and efficient manner. The Department may take any of the following actions for noncompliance, unless specifically noted otherwise in this Agreement.
 - 1. Before the Department engages in any enforcement activity under paragraph VI.B., above, or paragraph VII.A., the Department shall notify Recipient, in writing, of any failure by Recipient to comply with the provisions of this Agreement and provide Recipient a reasonable amount of time, not to be less than thirty (30) days, to remedy or take corrective action to cure the noncompliance. No enforcement activity under paragraph VI.B., above, or paragraph VII.A., shall occur unless the remedy and corrective action addressed in this paragraph fails.
 - 2. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department, through the Department of Justice, to seek specific

performance of any or all of the provisions of this Agreement in the United States District Court for the Eastern District of Pennsylvania.

3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Title VI or other appropriate statutory or regulatory authority only if Recipient's corrective action(s) fail to cure the violation.
 4. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department, through the Department of Justice, to pursue an action in the United States District Court for the Eastern District of Pennsylvania for failure to comply with the Act and Title VI
 5. The Department shall not seek any attorneys' fees from Recipient for any enforcement activity taken under paragraph VII.A.
- B. The acts set forth in this Section VII are not mutually exclusive, and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

VIII. SIGNATURES

For Complainant Anthony Locke:

Anthony Locke
Signature

9-11-2019
Date

Print Name:

Print Title (if applicable):

For Delaware County Housing Authority:

Signature

Date

Print Name:

Print Title (if applicable):

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

Melody Taylor
Director, Philadelphia Regional Office
Office of Fair Housing and Equal Opportunity

Date

VIII. SIGNATURES

For Complainant Anthony Locke:

Signature

Date

Print Name:

Print Title (if applicable):

For Delaware County Housing Authority:


Signature

June 28, 2019

Date

Print Name:
Lawrence E. Hartley, P.H.M.

Print Title (if applicable):
Executive Director

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

Melody Taylor
Director, Philadelphia Regional Office
Office of Fair Housing and Equal Opportunity

Date

VIII. SIGNATURES

For Complainant Anthony Locke:

Signature

Date

Print Name:

Print Title (if applicable):

For Delaware County Housing Authority:

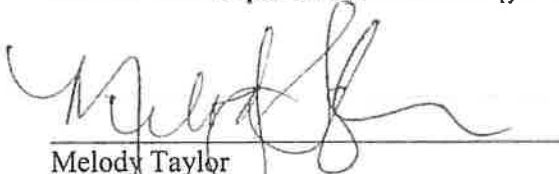
Signature

Date

Print Name:


Print Title (if applicable):

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



Melody Taylor

Director, Philadelphia Regional Office
Office of Fair Housing and Equal Opportunity



Date