

SETTLEMENT AGREEMENT  
AMONG AND BETWEEN  
THE COMMUNITY FOR PERMANENT SUPPORTED HOUSING,  
THE DALLAS HOUSING AUTHORITY,  
AND  
THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Community for Permanent Supported Housing, Inc., the Dallas Housing Authority and the Department of Housing and Urban Development.

### **I. PURPOSES OF THE SETTLEMENT AGREEMENT**

WHEREAS the Community for Permanent Supported Housing, Inc. (“CPSH”), a non-profit organization recognized by the Internal Revenue Service as a 501(c)(3) tax exempt organization, has as its mission to work with families, the government, service providers and other community partners to create safe, affordable housing for individuals with intellectual and developmental disabilities in Collin, Dallas, Denton, Ellis, Kaufman, Rockwall and Tarrant Counties, Texas,

WHEREAS CPSH worked with the Dallas Housing Authority (“DHA”) to develop a Request for Proposals during the period 2015-2017 to address the significant and continuing need for permanent, affordable community-based housing for individuals with disabilities,

WHEREAS the DHA issued a Request for Proposals (“RFP”) on July 31, 2016, for project-based vouchers to support community based vouchers for single family housing for people with disabilities, CPSH assisted in publicizing it, and applicants applied for the vouchers to support permanent supportive housing in local communities,

WHEREAS the DHA has not made selections among qualified applicants who responded to the RFP,

WHEREAS the DHA’s failure to make selections was based in whole or in part on an erroneous interpretation provided by the Department of Housing and Urban Development (“HUD”) involving a former HUD regulation which had been superseded by a later regulation which authorized the issuance of project-based vouchers in the circumstances described in the RFP and permitted residence by close family members of the owner of the property as a reasonable accommodation,

WHEREAS CPSH and its members have been injured by the continuing failure of DHA to make selections from the applicants for the RFP and by HUD’s continuing failure to advise DHA to make such selections,

WHEREAS CPSH believes that the actions and inactions of HUD and DHA violate the Fair Housing Act and the Americans with Disabilities Act and result in the denial of affordable community-based housing to people with disabilities and a violation of the integration mandate of the Fair Housing Act and the Americans with Disabilities Act Title II,

WHEREAS, DHA and HUD desire to resolve these claims voluntarily and without the need for expensive and possibly protracted litigation and, to that end, they have agreed to the following terms by which CPSH’s allegations are fully and finally resolved.

## **II. TERMS OF THE SETTLEMENT AGREEMENT**

Based upon the foregoing recitals, the Parties agree as follows:

1. “The Parties” mean DHA, HUD and CPSH.
2. The Effective Date of this Agreement is the date on which the last party to the Agreement executes the Agreement.
3. The Term of this Agreement is one year from the Effective Date.

## **III. GENERAL PROVISIONS**

1. The parties acknowledge that this Agreement is voluntary and constitutes a full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. The parties agree that they have not been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
2. DHA and HUD acknowledge they have an affirmative duty not to discriminate under the Act and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act.
3. This Agreement, after its Effective Date, is binding upon CPSH, DHA, and HUD and their heirs, personal representatives and assignees.
4. This Agreement does not in any way limit or restrict HUD’s authority to investigate any complaint involving DHA made pursuant to the Act, or any other complaint within the HUD’s jurisdiction.
5. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification or waiver is approved and signed by the FHEO OSI Director.
6. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
7. The Complainant hereby forever waives, releases, and covenants not to sue the Department or the Respondents or their heirs, executors, assigns, agents, 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 is this clear?.

8. DHA and HUD hereby forever waive, release, and covenant not to sue CPSH or its 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 this Agreement.

#### **IV. PROVISIONS WITH RESPECT TO DHA**

1. DHA agrees to:
  - a. Make a conditional approval of applications for project based vouchers within 15 days from the date of the execution of this Agreement from the current pool of applicants for the RFP without regard to whether or not they are a close family member of an individual with a disability. If the approved applicant no longer owns the residence identified in the application, the DHA will allow up to 180 days for the applicant to identify and acquire another residence.
  - b. Require that all selected applicants make housing available through use of the project-based vouchers under the RFP to one or more persons with disabilities.
  - c. Within 15 days from the date of execution of this Agreement, establish a clear reasonable accommodation procedure for use by successful grantees under the RFP to house applicants with disabilities who wish to reside in a property whose owner is a close family member after a HAP contract is executed and to establish non-discriminatory criteria for decisions on these requests.
  - d. Within 15 days from the date of the execution of this Agreement, accept requests for reasonable accommodations from potential residents of any project-based voucher housing funded through DHA who may be close relatives of an owner.
  - e. Within 30 days from the date of the Execution of this Agreement, adopt a policy that clarifies that participation in an LLC or Special Needs Trust is not considered to be ownership that is affected by the provisions of close family relationships in future DHA offerings.
  - f. Within 30 days from the date of the Execution of this Agreement, DHA will institute a process of issuing RFPs on a rolling basis that will support project-based vouchers until a total of 50 single family and 400 multi-family units in the DHA service area are created to meet the needs of community-based housing for persons with disabilities. DHA agrees to work collaboratively with CPSH on announcements, outreach, and meetings to discuss each RFP.
2. Within 15 days from of the execution of the Agreement, DHA will pay the amount of                      as compensation to CPSH, including damages, attorneys' fees, and costs.

Payment will be made by check payable to Relman, Dane & Colfax PLLC, 1225 19th St. NW, Suite 600, Washington, DC 20036.

## **V. PROVISIONS WITH RESPECT TO HUD**

1. HUD agrees to:
  - a. Withdraw its objections to the DHA's RFP, and confirm that position in writing.
  - b. Instruct DHA to make selections for project-based vouchers for the RFP issued in July 2016 and to instruct successful grantees that they must make housing available under the vouchers without regard to the potential presence of a resident who is a close member and without regard to the type of disability of a resident, so long as the resident or potential resident is a person with a disability and is otherwise qualified for residence.
  - c. Direct DHA to develop the reasonable accommodation policy and process described in Section IV. 1. C., above for residents or potential residents who are a close family member of the owner of the property that receives project based vouchers.
  - d. Direct DHA to adopt a policy that participation in an LLC or Special Needs Trust is not considered to be ownership that is affected by the provisions of close family relationships in future DHA offerings.
  - e. Withdraw its instructions to DHA to request a regulatory waiver to proceed with the RFP.
  - f. Adopt clear instructions at the regional level to correct HUD's apparent misunderstanding of the requirements of the PBV regulations and permit applications from potential owners who may wish to rent to close family members subject to a reasonable accommodation request.
  - g. Provide training to all employees of the Office of Public and Indian Housing in the Dallas-Fort Worth region to correct HUD's improper actions here.
  - h. Within 15 days from the date of the execution of the Agreement, HUD will pay the amount of [REDACTED] as compensation to CPSH, including damages, attorneys' fees, and costs. Payment will be made by check payable to Relman, Dane & Colfax PLLC, 1225 19th St. NW, Suite 600, Washington, DC 20036.

**SIGNATURES**

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**Robin LeoGrande, on behalf of Community for  
Permanent Supportive Housing, Inc.**

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**Date**

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**Troy Broussard, on behalf of the Dallas Housing  
Authority**

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**Date**

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**Regina Hawkins, on Behalf of the Office of  
Public and Indian Housing,  
Department of Housing and Urban Development**

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**Date**