



**VOLUNTARY COMPLIANCE AGREEMENT**

**WITH**

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

**BETWEEN**

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**AND**

**DECATUR HOUSING AUTHORITY, DECATUR, ALABAMA**

**CASE NUMBERS:  
04-19-R001-6 (Title VI)**

1

DEFENDANT'S  
EXHIBIT  
**258**

**DECATUR HOUSING AUTHORITY  
DECATUR, ALABAMA  
VOLUNTARY COMPLIANCE AGREEMENT**

Table of Contents

I.	Parties	3
II.	Introduction	3
III.	Regulatory and Legal Authority	4
	Title VI of the Civil Rights Act of 1964 and Implementing Regulations	4
IV.	Definitions	4
V.	Term of Agreement	5
VI.	General Provision	5
VII.	Specific Title VI Requirements and Provisions	7
	A. Voluntary Compliance Agreement Administrator	7
	B. Public Housing Policies and Procedures	8
	C. Public Housing Implementation	9
	D. Anti-Segregation Policies and Procedures	11
	E. Provision of Comparable Housing and Amenities at Westgate Gardens	13
	F. Identification of Relief for Aggrieved Parties	14
	G. Monitoring and Compliance with the Plan	16
	H. Employee Education	18
	I. Notification to Employees and Board of Commissioner Members	19
VIII.	Approval Process	19
IX.	Reporting Requirements	20
	A. Status Reports	20
	B. General Reporting	21
X.	Recordkeeping Requirements	21
XI.	Monitoring and Compliance with this Agreement	22
XII.	Time for Performance	22
XIII.	Consequences of Breach and Enforcement	23
XIV.	Signatures	24
Appendices		
	Appendix A Release	25
	Appendix B Waiting List	26
	Appendix C Westgate Tenants	27
	Appendix D Integration of Properties	28
	Appendix E Aggrieved Letter	29
	Appendix F Tenants Letter	30

## **VOLUNTARY COMPLIANCE AGREEMENT**

### **I. PARTIES**

**The United States Department of Housing and Urban Development**  
Office of Fair Housing and Equal Opportunity

**Recipients**

James Ridgeway, Chairman  
Decatur Housing Authority

### **II. INTRODUCTION**

The United States Department of Housing and Urban Development (“HUD or Department”), pursuant to its enforcement responsibilities under Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d-1 and implementing regulations at 24 C.F.R. § Part I (Title VI), conducted a limited compliance review of the Decatur Housing Authority (“DHA”) during the week of June 3-7, 2019 and October 21-22, 2019. The primary focus of the compliance review was to investigate concerns that the Department of Justice (“DOJ”) communicated to HUD regarding apparent patterns of housing segregation in three (3) elderly housing properties maintained by the DHA-i.e., Jordan-Neill and Summer Manor (collectively referred to as “The Towers”) and Westgate Gardens. The purpose of the review was to determine whether the DHA, was in compliance with the nondiscrimination provisions of the aforementioned statutes and regulations.

The compliance review consisted of three phases:

- (1) Review of files, policies, and other records including personnel files, tenant files, waiting lists, transfer requests, eviction files, work orders, applications for housing, Admissions and Continued Occupancy Policy (ACOP), Maintenance Policy, etc.;
- (2) Interviews of DHA employees and tenants; and
- (3) Data review and analysis.

The Department has determined that the DHA is in noncompliance with the statutory and regulatory requirements of Title VI. The specific determinations of each portion of the Office of Fair Housing and Equal Opportunity’s (“FHEO”) reviews are listed below under the respective headings.

The Parties hereto have agreed to resolve their differences and settle the underlying matter as it relates to DHA’s noncompliance by entering into this Voluntary Compliance Agreement (hereinafter “Agreement”).



### III. REGULATORY AND LEGAL AUTHORITY

#### Title VI of the Civil Rights Act of 1964 and Implementing Regulations

Title VI of the Civil Rights Act of 1964, Section 601, 42 U.S.C. §200d, provides that no person shall “on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. Section 602 authorizes and directs federal agencies that are empowered to extend federal financial assistance to any program or activity “to effectuate the provision of [Section 601] ...by issuing rules, regulations, or orders of general applicability.”

The Department’s regulations promulgated pursuant to Section 602 prohibits recipients from utilizing “criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program or activity as respect to persons of a particular race, color, or national origin.” On January 22, 2007, the Department published the final rule “Notice of Guidance to Federal Financial Assistance Recipients, regarding Title VI Prohibition against National Origin Discrimination – Affecting Limited English Proficient Person” (HUD LEP Guidance).

### IV. DEFINITIONS

1. Decatur Housing Authority (DHA)-The officers, directors, agents (including contract employees, private management agents/companies, employees and successors or assigns of the DHA programs.
2. Effective Date - The effective date of this Agreement is the date of the last signature in Section X.
3. Federal Financial Assistance - The term “Federal financial assistance” is the meaning as specified at 24 C.F.R. Part I § 1.2 (e).
4. Housing Development-Low-income housing owned, developed, or operated by Public Housing agencies or Indian Housing Authorities in accordance with HUD’s Public and Indian Housing program regulations codified in 24 C.F.R. Chapter IX.
5. Language Access Plan (“LAP”) - A written implementation plan that addresses identified needs of the LEP persons they serve. Recipients should have a process for continuously monitoring and updating the plan. (HUD LEP Guidance).
6. Language Assistance - Assistance must be provided in a manner which assists the [limited English proficient] LEP person to participate in the program and/or services. Assistance from a Recipient to a LEP Person may include, but is not limited to providing oral interpretation services, bilingual staff, telephone service line interpreters, written translation services, notices to staff and Recipients of the

availability of LEP services; or referral to community liaisons proficient in the language of the LEP persons.

7. LEP Four-Factor Analysis - The analysis that Recipients of HUD funding are required to use to determine what language assistance measures are sufficient to assist LEP persons in the different programs and activities in which the Recipient engages, as described in "Final Guidance to Federal Financial Assistant Recipients regarding Title VI Prohibition against National Origin Discrimination, affecting Limited English Proficient Persons" published in the Federal Register (January 22, 2007).
8. Limited English Proficient ("LEP") Individuals - Individuals who do not speak English as their primary language and who have a limited ability to speak, read, write, or understand English because of their national origin. For purposes of Title VI and the LEP Guidance, persons may be entitled to language assistance with respect to a particular service, benefit, or encounter. (HUD LEP Guidance).
9. Recipient - The term "Recipient" is the meaning specified at 24 C.F.R. § 1.2(f).
10. Voluntary Compliance Agreement (VCA) - An agreement entered into between the U.S. Department of Housing and Urban Development and a Recipient, individual, property owner, or other responsible entity to resolve findings of noncompliance with HUD statutes, regulations, policies, or official guidance.

## **V. TERM OF AGREEMENT**

This Agreement shall govern the conduct of the Parties for a period of three (3) years from the Effective Date of the Agreement.

## **VI. GENERAL PROVISIONS**

- A. This Agreement applies to all Federally funded projects under the housing programs, related facilities and programs, or activities that the DHA, its agents, successors, assignees, and beneficiaries owns, controls, operates, or sponsors.
- B. This Agreement does not affect the obligation of the DHA to have all programs, facilities, activities and policies in compliance with Title VI not addressed in this Agreement; nor does it address whether the entirety of DHA's operations are in compliance.
- C. This Agreement shall be binding on all the officers, trustees, directors, agents, employees, successors, and assignees of the DHA and the Department. This Agreement shall remain in effect for a minimum of three (3) years after the effective date of this Agreement.



- D. The DHA's Annual and Five-Year Plans must be consistent with the requirements of this Agreement. The DHA shall amend those Plans, as necessary, to ensure the adoption of the requirements of this Agreement, including policies with respect to tenant selection and assignment.
- E. The DHA agrees to refrain from discriminating against any person in violation of Title VI and the Fair Housing Act. Furthermore, the DHA agrees to refrain from retaliating against any person who has exercised his/her civil rights; has participated in any manner with respect to the above-referenced compliance review; or participated in any manner with protecting the civil rights of DHA's residents.
- F. This Agreement does not affect the ability of any person or class of persons to exercise their rights under Title VI, the Fair Housing Act, or any other federal, state, or local civil rights statutes or authorities. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement. By signing this Agreement, DHA does not admit that it engaged in discrimination.
- G. This Agreement does not affect the ability of the Department or the DHA to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this Agreement.
- H. This Agreement does not limit or restrict the Department's authority to investigate any complaints against the DHA made pursuant to Title VI or any other authority within the Department's jurisdiction.
- I. This Agreement is a public document upon the effective date of signing of this Agreement. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the law. The DHA shall provide a copy of this Agreement to any person upon written request.
- J. The DHA shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with the Privacy Act, and the State of Alabama's Public Records Act. In no event will public disclosure include personally identifiable information regarding applicants or residents, if such disclosure violates the Federal Privacy Act.
- K. This Agreement is the controlling document concerning the DHA's compliance from the effective date of this Agreement without regard to any prior Departmental guidance (written or oral), waivers, administrative decisions, letters, opinions, or similar guidance regarding the DHA's obligations, responsibilities, or technical requirements.

- L. This Agreement does not supersede, or in any manner change the rights, obligations, and responsibilities of the parties under all court orders, or settlements of other controversies involving compliance with civil rights statutes.
- M. The DHA shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.
- N. The DHA will provide in alternate formats, upon request, all notices correspondences and/or communications that this Agreement requires to be disseminated. *See* 24 C.F.R. § 8.6.
- O. The parties understand and agree that no amendment to, modification of, or waiver of any of the provisions in this Agreement pursuant to Title VI shall be effective to amend, alter, modify, or revise the terms and conditions of this Agreement unless all signatories or their representatives or successors who will be affected by the proposed amendment, modification or waiver agree in writing to the amendment, modification, or waiver. Further, the parties understand and agree that no amendment to, modification of, or waiver of any of the provisions in this Agreement shall be effective to amend, alter, modify, or revise the terms and conditions of this Agreement unless authorized by the appropriate HUD official, and when necessary, all governmental and corporate signatories or their representatives or successors who will be affected by the proposed amendment, modification, or waiver agree in writing to the amendment, modification, or waiver.

## **VII. SPECIFIC TITLE VI REQUIREMENTS AND PROVISIONS**

The DHA owns, operates and controls public housing consisting of housing and non-housing programs. The DHA receives funding under the Low-Income Public Housing ("LIPH") programs and Housing Choice Voucher Program ("HCVP"). The DHA is subject to Federal civil rights laws and regulations under Title VI. HUD's review included a review of the DHA's application and admission processes; tenant selection and assignment policies and procedures as they relate to Title VI. HUD's review also included an examination of the DHA's waiting lists, resident applications, and current policies and procedures. In addition, HUD conducted interviews with the DHA residents and staff.

### **A. Voluntary Compliance Agreement Administrator**

- 1. Within fourteen (14) calendar days of the effective date of the Agreement, the DHA shall appoint an Acting Voluntary Compliance Agreement Administrator ("VCA Administrator") and provide HUD with the name of the individual designated to serve as such and a copy of the VCA Administrator's resume and/or curriculum vitae.
- 2. Within ninety (90) calendar days of the effective date of the Agreement, the DHA shall hire or appoint a Voluntary Compliance Agreement Administrator (VCA



Administrator) and provide HUD with the name of the individual selected to serve as such and a copy of the Administrator's resume and/or curriculum vitae.

3. The VCA Administrator will report directly to the Executive Director of the DHA.
4. The DHA will have a VCA Administrator for the duration of this Agreement.
5. The VCA Administrator will perform the following responsibilities:
  - a. Coordinate all compliance activities under this Agreement;
  - b. Implement the provisions of this Agreement;
  - c. Coordinate the activities of the housing authority staff who will assist the VCA Administrator in implementing this Agreement;
  - d. Submit all reports, records and plans required by this Agreement to HUD by the due dates set forth in this Agreement.
6. The DHA shall commit sufficient resources so that the VCA Administrator shall successfully accomplish the provisions in the Agreement.
7. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, the DHA shall designate a new Acting VCA Administrator within fourteen (14) calendar days of this resignation or termination notice of the VCA Administrator. Upon designation, the DHA shall provide HUD with the name of the person selected to serve as the Acting VCA Administrator.
8. Within sixty (60) calendar days of the termination or resignation of the VCA Administrator, the DHA shall select a new permanent VCA Administrator. Upon designation, the DHA shall provide HUD with written notice of the new permanent VCA Administrator.

**B. Public Housing Policies and Procedures**

The following affirmative steps shall be taken with regard to agency policies and procedures governing the management of DHA public housing programs.

1. **Admissions and Continued Occupancy Policy.** The DHA shall update its existing Admissions and Continued Occupancy Policy (ACOP), which includes DHA's procedures and policies for tenant selection to ensure that procedures are being implemented in a nondiscriminatory manner. HUD FHEO has a current copy of DHA's ACOP and shall provide any required changes to DHA within 90 calendar days following the date of execution of this Agreement. DHA shall then incorporate any revisions and submit the revised ACOP to FHEO for approval prior to submission to the Board for adoption



2. Limited English Proficiency (LEP): The DHA has developed policies that provide services for Limited English Proficiency applicants and tenants, including conducting a four-factor analysis and a Language Access Plan (LAP). HUD FHEO has a current copy of DHA's proposed LEP and shall provide any required changes to DHA within 90 calendar days following the date of execution of this Agreement. DHA shall then incorporate any revisions and submit the revised LEP to FHEO for approval prior to submission to the Board for adoption.

**C. Public Housing Program Implementation**

Within one hundred eighty (180) calendar days of notification of the Agreement, in all offices in which applications are taken or in which DHA business is conducted, the DHA shall post and display a sign indicating that projects are open to all eligible persons without regard to race, color, or national origin. Such signs shall be prominently and conspicuously placed. Further, the DHA shall take the following affirmative steps within one hundred eighty (180) calendar days with regard to dwellings which it owns or manages (excluding dwellings managed or owned by DHA through its separate nonprofit, which does not receive federal funds), in order to mitigate any existing pattern of segregated housing to assure equal housing opportunity in the future.

1. Visitor Inquiry Log: The DHA shall develop and maintain a log that provides information for each person who comes to a DHA office to inquire about housing at DHA properties.
2. Unit Availability List: The DHA shall develop and update a Unit Availability List weekly that includes property addresses, unit numbers, and bedroom sizes of all dwelling units known to be available, or reasonably expected to be available for rent. This Unit Availability list may be maintained in electronic form.
3. Information to Prospective Applicants: The DHA shall inform all persons who inquire about housing at DHA that they may fill out an application and, if they, will be placed on a waiting list, that they will be offered the first available unit of the size they need when they become the highest-ranking applicant on the waiting list, the consequences of rejecting an offer of housing, and that they will be treated equally, irrespective of race or color. Such information will be communicated in a Fair Housing pamphlet provided to individuals inquiring in person.
4. Application List (Public Housing): The DHA shall maintain a list by property identifying each individual that submits an application for public housing. This list shall contain the applicant's name, race, current address, telephone numbers, email address, number of household members, the size of unit for which the applicant is seeking, application date and time, and applicable preference(s), if any. The DHA shall process the applications in the order in which they are received; however, DHA may delay final admissions decisions until the applicant nears the top of the waiting list, at which point DHA will ensure that verification of all preferences,

eligibility, suitability, and selection factors are current in order to determine final eligibility for admission. An applicant may refuse to accept a unit offered in a section in which the applicant's race predominates and may wait until an appropriate unit becomes available in a location in which the applicant's race does not predominate.<sup>1</sup> If the applicant chooses to wait, the applicant shall not lose his/her place or priority on the waiting list. Within three (3) days of any final decision to deny an applicant admission, the DHA shall explain in writing the reason for the DHA's decision and the name of the DHA employee who made the decision. The DHA shall retain all rental applications and copies of correspondence in its files for a period of at least 3 years following the date of any admission decision.

5. **Waiting Lists.** In addition to the Waiting List of Aggrieved Individuals, which is addressed in Section D below, the DHA shall develop and maintain separate waiting lists by property that indicates each applicant's name, race, current address, telephone numbers, email address, number of household members, size of unit for which the applicant is eligible, and applicable preference(s), if any. The rank of each applicant on the waiting list shall be determined in accordance with the DHA's most recent Board-approved ACOP. DHA will use independent testers, or other means satisfactory to HUD, to assure that the site-based waiting list is not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist, and provide the results to HUD. Waiting lists for each property will be formatted identically. Any priorities assigned to Aggrieved Individuals in Section D below shall be provided in accordance with Section D.
6. **Transfer Lists.** In addition to the Transfer List for Aggrieved Tenants, which is addressed in Section D below, the DHA shall develop and maintain a list of tenants seeking to transfer to other DHA properties ("Transfer List"). The Transfer List shall contain the tenant's name, race, current address, telephone numbers, email address, number of household members, size of unit for which the tenant is eligible, the date and time of the transfer request, the reason for the transfer request, and the name of the DHA employee who received the tenant's request for a transfer. The rank of each applicant on the transfer list shall be determined in accordance with the DHA's most recent Board-approved ACOP. Any priorities assigned to Aggrieved Tenants in Section F below shall be provided in accordance with Section D.
7. **Unit Offer and Placement Log.** The DHA shall develop and maintain a log that lists DHA's offers of housing and unit placements. The Unit Offer and Placement Log shall include, for each vacant unit: the name, race, current address, telephone number of each applicant offered placement in that unit; the date(s) on which the DHA attempted to contact each applicant; name of the DHA employee who

---

<sup>1</sup> The word "section" as used herein shall refer to a project site or portion of a project site which is or has become identified with occupancy by members of a single race. The word "predominate" as used herein shall refer to a situation in which approximately 75% or more of the persons residing in a given project are of the same race.



attempted to make such contact; manner of the attempted contact (phone, mail, email, etc.); result of each attempted contact; whether the applicant was offered the unit, and the date of such offer; applicant's response to the offer; and the number of days the applicant had been on the Waiting List or Transfer List at the time of the placement offer.

8. **Occupancy Lists.** The DHA shall develop and maintain a Tenant Occupancy List that is updated monthly identifying tenants residing at each DHA property. The occupancy list for each property shall indicate the tenant's name, race, address, telephone number, email address, move-in date, unit size, number of persons in the household, household type (elderly, disabled, family), and type of preference received (if applicable).
9. **Maintenance/Work Order Requests.** The DHA shall maintain a list of all tenants who submit maintenance/work order requests. The Maintenance/Work Order Request List shall contain the tenant's name, address, telephone number, date of request, description of specific repair(s) or maintenance requested by tenant, description of work completed by DHA, completion date, name of employee that completed the work, DHA cost incurred, and tenant fee(s) charged. The DHA shall maintain all original hard copies of work order requests in a file that can be reviewed upon request by the Department for 3 years following the request.

**D. Anti-Segregation Policies and Procedures**

1. **Affirmative Fair Housing Marketing Plan:** The DHA has developed and adopted an Affirmative Fair Housing Marketing Plan to ensure that interested applicants are made aware of housing opportunities that housing is available to all on a nondiscriminatory basis. HUD FHEO has been provided with a copy of this Plan. DHA shall provisionally begin implementation of this Plan upon final execution of this Agreement but shall modify the Plan as directed by HUD FHEO following completion of its review.
2. **Notification of Potential Aggrieved Individuals.** DHA shall send notification letters to the last known address on file of persons who are not current DHA tenants but who self-identified as African American or black and applied for housing at Jordan Neill or Summer Manor between January 1, 2017, and the date of signing of the VCA, of their right to reapply for housing and/or receive relief through the Waiting List for Aggrieved Individuals, as each are described below. A form letter for this purpose shall be attached to this Voluntary Compliance Agreement as Appendix E. Individuals shall then be provided a period of forty-five (45) days to either select to be included on the Waiting List or to decline inclusion. If such individuals do not respond to the invitation, DHA shall not list such individuals on the Waiting List.
3. **Local Outreach/Media Campaign:** For a period of sixty (60) days following the date of execution of this Agreement, DHA shall advertise its efforts to achieve

better integration of its properties pursuant to the Affirmative Fair Housing Marketing Plan and locate any individuals who applied for housing between January 1, 2017, and the date of signing of the VCA. The content of such advertisements should be in substantially the form of the exemplar advertisements attached to this Voluntary Compliance Agreement as Appendix D, and shall not include any admission of guilt, discrimination, or liability by DHA. Such advertisements shall be placed intermittently in The Decatur Daily, on social media, and on radio over the sixty (60) day period but not less than 3 times per week in the aggregate. Such advertisements would direct individuals to complete a form within forty five (45) days to be submitted to HUD FHEO, which would then vet such forms to determine whether these individuals may be eligible for any benefits under the VCA, on the condition that they sign a release.

4. **Westgate Gardens Tenant Notification and Transportation:** Within sixty (60) days of the date of this Agreement, the DHA shall notify all current Westgate Gardens tenants of the DHA's commitment to integrating its properties including Jordan Neill and Summer Manor. A letter notifying tenants is attached to this Voluntary Compliance Agreement as Appendix F. Aggrieved tenants shall be informed of their rights to relief and presented all available options that are set forth in the final voluntary compliance agreement. DHA shall upon request provide one round-trip public transportation voucher to each current Westgate Gardens tenant to travel to Jordan Neill, Summer Manor, and other DHA properties to tour the buildings, amenities, and units prior to submitting transfer requests.
5. **Transfer List for Aggrieved Tenants:** The DHA shall develop and maintain a separate list of Westgate Gardens tenants who wish to transfer to vacant units at another DHA property, including any individuals identified pursuant to Section C-2 above. Individuals shall then be provided a period of forty-five (45) days to either select to be included on the Transfer List or to decline inclusion. If such individuals do not respond to the invitation, DHA shall not list such individuals on the Transfer List. The Aggrieved Tenant Transfer List shall contain the tenant's name, race, current address, telephone numbers, email address, number of household members, size of unit for which the tenant is eligible, the date and time of the transfer request, type of housing being sought (i.e., public housing unit or Housing Choice Voucher), and desired location of public housing unit (if applicable). Households on the Aggrieved Tenant Transfer List shall receive preference (priority placement) for vacant housing units before tenants that are placed on any other Transfer or Waiting List. No transfer fees shall be assessed. DHA shall arrange for and directly pay to the moving company any moving expenses up to two thousand \$2,000 per move, to the extent monies are available under the Settlement Fund set out in Section F below. DHA pays for electrical and water utilities directly so no charge should be incurred for such a transfer.
6. **Waiting List for Aggrieved Individuals:** The DHA shall develop and maintain a separate waiting list of aggrieved persons that were identified through outreach efforts set out at Section C-2 and C-3 above, and would like to be placed in vacant



units at a DHA property, but who are not currently residing at a DHA property. The Aggrieved Waiting List shall contain the applicant's name, race, current address, telephone numbers, email address, number of household members, the date and time of the application, type of housing being sought, and desired location of public housing unit. Persons on the Aggrieved Waiting List shall be ranked in terms of priority by their date of application. Persons on the Aggrieved Waiting List shall receive preference for vacant housing units before other applicants, but their level of preference shall be behind applicants on the Transfer List.

7. **Extent of DHA Obligation Under Agreement.** The obligation of DHA under this Section C is to extend offers to qualified Aggrieved Individuals or Aggrieved Tenants to be included on the Waiting or Transfer List and then to be offered a unit if and when it becomes available. Offers will be made consistent with the procedures in DHA's ACOP. If Aggrieved Tenants or Aggrieved Individuals refuse placement on the applicable List or decline the unit when it is offered, DHA's obligation under Section C will be discharged and no further offers need be made to Aggrieved Tenants or Aggrieved Individuals.
8. **Maintenance of Lists.** No further Aggrieved Tenants and Aggrieved Individuals will be placed on the Transfer List or Waiting List after the expiration of an eligibility window of forty five (45) days or as established by HUD FHEO and DHA in consultation with each other.

**E. Provision of Comparable Housing and Amenities at Westgate Gardens**

1. **Westgate Gardens Physical and Capital Improvements:** The DHA has prioritized physical and capital improvements of units at Westgate Gardens. The planning process for improvements shall begin by July 31, 2020, and anticipated improvements shall include renovating kitchens, bathrooms, parking, providing accessible features, interior/exterior painting, structural repairs, landscaping, a Gazebo, etc. The DHA anticipates spending up to one million dollars (\$1,000,000) to renovate the Westgate Gardens units and the Westgate Gardens Community Center.<sup>2</sup>
2. **Westgate Gardens Community Center:** The DHA shall no longer provide Youth Services in the Westgate Gardens Community Center and shall make appropriate renovations to the building so that it can be opened for use of tenants no later than December 31, 2020.
3. **Westgate Gardens Senior Activities:** The DHA shall issue a one-time survey to Westgate gardens tenants to gauge interest in potential senior activities and social

---

<sup>2</sup> Pursuant to Section 3 of the Housing and Urban Development Act of 1968 (Section 3), the DHA shall ensure that the minimum numerical goals set forth at 24 CFR § 135.30 (i.e., 30% of new hires; 10% of the total dollar amount of construction contracts; and 3% of the total dollar amount of non-construction contracts) are met for all economic opportunities that are generated as a result of renovations to Westgate Gardens and the Westgate Gardens Community Center.

gatherings for tenants and shall make the Community Center available for tenant-organized events. Outside volunteer groups who provide services at Jordan Neill and Summer Manor may also be required, as a condition of such services, to provide similar services at Westgate Gardens.

4. Tenant Socialization: The DHA shall temporarily provide round-trip public transport vouchers to current Westgate Gardens tenants to Jordan Neill and/or Summer Manor to participate in activities on an ongoing basis until a comparable building with comparable amenities is operational for tenants at Westgate Gardens.

**F. Identification of Relief for Aggrieved Parties**

1. Within thirty (30) days of the entry of this Voluntary Compliance Agreement, the DHA shall deposit in an interest bearing savings account, the total sum of Two Hundred Thousand Dollars and No Cents (\$200,000) for the purpose of compensating any persons whom the Department determines have been harmed by the DHA's discriminatory rental practices ("aggrieved persons") including the payment of any moving expenses for tenants at Westgate who receive relief pursuant to a Transfer List or Waiting List. Of the \$200,000 total, Ninety Thousand Dollars and No Cents (\$90,000) will be paid as monetary damages to nine (9) African American applicants who were on the waiting list, whom the Department has identified as aggrieved persons, conditioned upon such persons signing a release agreement as attached hereto. Also, of the \$200,000 total, Forty-Nine Thousand Dollars and No Cents (\$49,000) will be paid as monetary damages to all persons at Westgate Gardens, which includes three applicants who were on the waiting list, whom the Department has identified as aggrieved persons, conditioned upon such persons signing a release agreement attached hereto. Further, of the \$200,000 total, Sixty-One Thousand Dollars and No Cents (\$61,000) will be used for the purpose of compensating any persons who applied for housing at the Towers from January 1, 2017, to May 30, 2020, whom the Department determines may have been harmed by the DHA's discriminatory practices or paying moving expenses as set out above, conditioned upon such persons signing a release agreement as attached hereto. This money shall be referred to as the "Settlement Fund."

Within fifty (50) calendar days of the execution of this Voluntary Compliance Agreement, DHA shall provide the Department checks made payable to each such person, in the amounts listed in Appendix B and Appendix C.<sup>3</sup> In addition, within thirty (30) calendar days of the execution of this Voluntary Compliance Agreement, the DHA shall submit proof to the Department that this savings account has been established and the funds deposited. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth in this document.

---

<sup>3</sup> HUD and DHA shall determine mutually agreeable processes regarding the provision of checks.



2. The Department shall evaluate eligibility for the compensatory damages available through the Settlement Fund as follows:
  - a. The Department shall invite in writing, any persons it has identified as bona fide aggrieved persons to contact counsel for the Department concerning their complaints within one hundred twenty (120) days from the entry of this order, copying counsel for DHA on such correspondence. The correspondence shall be in the format of the notice attached to this Agreement.
  - b. The DHA shall permit the Department, upon reasonable notice, to inspect and copy any documents, information, or records in its possession, custody, or control, or that of its agents or employees, that the Department believes to be useful in identifying persons who may be entitled to relief under this Voluntary Compliance Agreement. Upon request by the Department, the DHA shall provide copies of such records.
  - c. Nothing in this Voluntary Compliance Agreement shall preclude the Department from making its own efforts to locate and provide notice to potential aggrieved persons.
  - d. The Department shall investigate the claims of potentially aggrieved persons, within one hundred eighty (180) days after the effective date of this Voluntary Compliance Agreement, shall make a preliminary determination of which persons are aggrieved and the appropriate relief to provide to such persons. This includes a determination of whether such person shall be entitled to monetary relief, and the appropriate amount of damages that should be paid to such person in the event monetary relief is warranted. The DHA shall permit the Department, upon reasonable notice, to review and copy any records that may facilitate its determinations regarding the claims of allegedly aggrieved persons.
  - e. The Department will inform the DHA in writing of its preliminary determination of persons who are aggrieved and entitled to damages and provide a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. The DHA shall have thirty (30) days to review the declarations and provide to the Department any documents or information that it believes may refute the claims. The parties shall then have thirty (30) days to endeavor, in good faith, to resolve any differences regarding the list of persons entitled to monetary relief and/or the appropriate amount of damages to be awarded to each person, prior to submitting their recommendations for resolution and/or approval.
  - f. In addition to any monetary relief available to such persons identified by the Department, such individuals may request in accordance with the procedures in Section C above to be included on a Waiting List or Transfer List as an Aggrieved Individual.

- g. When the Department has received a check from the DHA payable to an aggrieved person and a signed release form from the aggrieved person, the Department shall deliver the check to the aggrieved person and the original, signed release to counsel for the DHA, in a format acceptable to DHA. No aggrieved person shall be paid until he/she has executed and delivered to the Department, the signed release form. Settlement Funds shall not be included in the income calculation for aggrieved persons that resident at DHA properties.
- h. The provision of Settlement Funds pursuant to this Section F shall not be construed in any way as an admission of, guilt, liability, or past discrimination on the part of DHA, or its officers, directors, commissioners, employees, or agents.
- i. After the satisfaction of paragraphs above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund shall be released to the DHA for its immediate use with no restrictions.

**G. Monitoring Compliance with the Plan**

- 1. Thirty (30) days after the effective date of this Agreement the DHA shall submit to the Region IV Director for Fair Housing and Equal Opportunity, a report setting forth all steps taken thus far in conformity with the provisions of this Agreement. Such report shall include copies of all signs and notices posted pursuant to this Agreement and copies of all letters and notices sent, given or to be sent or given pursuant to the Agreement, together with the name and address of each recipient and the date mailed or given.
- 2. Three (3) months following receipt of notice of approval of this Agreement, and at three-month (3) intervals for a period of one (1) year, and every six (6) months thereafter for three (3) years, the DHA shall submit to the Region IV Director for Fair Housing and Equal Opportunity the following information:
  - a. The address of each unit which has been vacated during the previous three (3) (or six (6), as applicable) month period, together with an indication of the date it was vacated, the date it became available for re-rental, the date it was re-rented and the number of bedrooms which the unit contains. The initial report under this paragraph shall provide the above information for all units which were vacant at the time this Agreement was adopted, as well as those vacated within three (3) months after receipt of notice of approval of the Agreement.
  - b. The name, address, telephone number, and race of each person who applied for a unit during the previous three (3) (or six (6), as applicable) month period, together with the following:
    - 1. Date application submitted;



2. Number of persons in family;
  3. Size of unit for which family is qualified;
  4. Preference or priority to which application is entitled, for reasons not related to this Agreement;
  5. If determined eligible for tenancy, address and size of unit assigned; move-in date;
  6. If determined ineligible for tenancy, date applicant was so informed; reason not accepting application;
  7. If accepted, but withdrew application, date of withdrawal;
  8. If accepted and placed on waiting list(s), date placed on waiting list and indication of which list placed on.
3. The initial report pursuant to this paragraph shall include the name, address, telephone number, race, number of persons in family and unit size for each person on a waiting list at the time of receipt of notice of approval of this Agreement, together with the date such person applied.
- a. The name and race of each person previously reported as being placed on waiting list(s) who moved into a unit, together with the address and size of the unit and the move-in date.
  - b. The name and race of each applicant who, during the preceding three (3) (or six (6), applicable) month period that exercised his/her right of refusal under VII.C.4, together with the address of the unit or units refused, and the reason for the refusal.
  - c. The name, unit number, race and date of application of each tenant who applied for transfer pursuant to paragraph VII.C.6, together with the size units the family qualified for.
  - d. If the transfer was granted, the address to which he/she moved and date he/she moved. If the transfer was not granted, the reason for the denial and the present priority position of the transfer application.
  - e. Reports filed pursuant to this Agreement shall also contain a description of all affirmative steps taken by DHA during the preceding reporting period in compliance with this Agreement, including copies of all signed statements obtained from applicants or employees, and all notices or letters sent, if any.

- f. For a period of three (3) years following receipt of notice of approval of this Agreement, the DHA shall maintain and retain all records which are the source of, or contain any of the information pertinent to, its obligation to comply with this Agreement.

#### **H. Employee Education and Training**

1. The DHA shall train its current and new employees, including contract employees who have contact with applicants and/or residents whose job duties include tasks related to the DHA's compliance with this Agreement.
2. Within one-hundred twenty (120) days of the effective date of this Agreement, and annually thereafter, the DHA, or an approved third-party training provider, shall develop and implement, subject to review and approval by the Department, an educational program with written curriculum, objectives and training schedule on the Fair Housing Act, with specific emphasis on discrimination on the basis of race, color, and national origin. The educational program shall include, but is not limited to: (a) a comprehensive description of the required training; (b) a curriculum that is a minimum of 8 hours in length; (c) the proposed schedule for the training sessions; and (d) the name, resume, and/or curriculum vitae of each proposed trainer.
3. The training topics shall include but are not limited to: filing of a Fair Housing complaint; general nondiscriminatory requirements under the Fair Housing Act; and —Improving Access to Services for Persons with Limited English Proficiency— i.e., Executive Order 13166. HUD will provide its review and approval of the proposed training program within thirty (30) days of notification by DHA.
4. Within ninety (90) days of the approved training program, all current DHA covered employees shall receive a minimum of two (2) hours of training provided by the Department, related to the DHA's duties under this Agreement, as well as applicable civil rights statutes.
5. Within sixty (60) days of each new covered employee's entry date of service, DHA shall require new covered employees to receive training and/or review the training materials provided during the training set forth in paragraph VII.F.3 above.
6. The VCA Administrator shall maintain attendance logs<sup>4</sup> for each training session conducted, for the duration of this Agreement, to be included in the Status Reports submitted to the Department.

---

<sup>4</sup> The attendance logs should include the names and titles of the people in attendance, as well as the training agenda.



7. In accordance with 24 C.F.R. §982.54 (d)(1), the DHA will educate employees that manage all DHA waiting lists.

**I. Notice to current employees, new employees and Board of Commissioner Members**

1. Within thirty (30) days of the effective date of this Agreement, the DHA shall distribute a letter describing the terms of the Agreement to all current DHA employees, including contract employees. The letter will provide: (1) a copy of or summary of the general provisions of this Agreement; and (2) the policy and operational changes that the DHA will be making to implement this Agreement.
2. Within thirty (30) days of the effective date of this Agreement, the DHA shall distribute a copy of the Agreement to members of the DHA Board of Commissioners and DHA managers and supervisors that will be responsible for the implementation of the actions set out in the Agreement.
3. Within ten (10) business days of the entry date of each new DHA employee, including contract employees, the DHA shall provide the new employee or contract employee a copy of the letter referenced in paragraph VII.G.1. above.
4. The DHA shall maintain a signed and dated receipt for each current and new DHA employee and contract employee that verifies that the individual received the letter referenced above. The DHA shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.

**VIII. APPROVAL PROCESS**

- A. Upon submission by the DHA, the Department will provide its approval or comments within the timeframes established above for receipt of any documents provided to the Department for review and approval unless otherwise noted above. The Department will provide technical assistance to the DHA in modifying any such documents, if needed.
- B. The DHA will have thirty (30) days from receipt of the Department's comments to modify submitted documents in accordance with the Department's comments and resubmit for approval.
- C. The Department will notify the DHA in writing of final approval of submitted documents. The date of this written notice will serve as the date of the Department's approval of said documents for purposes of calculating timeframes set out in this Agreement.

- D. The DHA will implement the approved documents within thirty (30) days of the Department's approval of said documents unless otherwise noted above.

## **IX. REPORTING REQUIREMENTS**

### **A. STATUS REPORTS**

1. This Agreement establishes the requirement for the DHA to submit quarterly Status Reports to the Department detailing DHA's ongoing progress towards compliance throughout the duration of the Agreement.
2. The first of these Status Reports is due six (6) months from the effective date of this Agreement, and every three (3) months for a period of one year, and every six months thereafter for three years during the term of this VCA. The first Status Report will include:
  - a. Evidence that DHA employees have completed the Employee Education and Training referenced in Section VII.H., of this Agreement.
  - b. A written certification that DHA has complied with the Local Outreach/Media Campaign requirements referenced in Section VII.D.3 of this Agreement.
  - c. A written certification that the DHA has completed the actions related to LEP as referenced in VII.B.2 of this Agreement.
  - d. A written certification that the DHA has established a LAP as referenced in VII.B.2 of this Agreement.
  - e. A written certification that the DHA has displayed a language service sign as referenced in VII.C., of this Agreement.
  - f. A summary and a numerical count of all requests for LEP services and all LEP services that have been provided by DHA.
  - g. A status report on proposed renovations at the Westgate Gardens units and at the Westgate Gardens Community Center as referenced in VII.E.1. and VII.E.2.
  - h. A written certification that DHA has complied with the Waiting List requirement as referenced in VII.C.5.
3. Subsequent Status Reports will include certification of completion of any requirements completed during the applicable three, or six month period of reporting, including certifications from new employees (if any) who have completed required training.



**B. GENERAL REPORTING**

1. HUD will monitor DHA's implementation of this Agreement. At its discretion, HUD may convene meetings with DHA's Board Chairman, Executive Director, VCA Administrator, or other designated staff or authorized representative, to discuss progress in implementing the Agreement, propose modifications, or conduct other business with respect to this Agreement.
2. 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.
3. Upon the effective date of this Agreement and for the duration of this Agreement, the DHA shall submit quarterly and semi-annual reports to the Department. The first quarterly report will be due ninety (90) days after the effective date of this Agreement and the first semi-annual report will be due one-hundred eighty (180) days after the effective date of this Agreement. The reports should cover activity from the effective date of this Agreement. The reports will be due at semi-annual intervals every one-hundred eighty (180) days beginning on the effective date of this Agreement. For purposes of this Agreement, each Semi-annual Report will cover the time period of the quarter ending on the last day of the month before the end of the quarter.
4. Beginning one (1) year after the effective date of this Agreement, the DHA shall provide an annual report on the disposition of the above claims, requests and grievances. Upon request, the DHA also will make these records available for inspection to appropriate Department employees.
5. All required reporting documentation must be sent via electronic mail or the USPS to:

Staci Gilliam, Director  
Office of Fair Housing and Equal Opportunity  
Alabama Field Office  
950 22<sup>nd</sup> Street, North, Suite 900  
Birmingham, Alabama 35203-5301  
staci.gilliam@hud.gov

**X. RECORDKEEPING REQUIREMENTS**

1. During the term of this Agreement, the DHA shall preserve and maintain all records that are the source of, contain, or relate to any of the information under this Agreement. Further, the DHA shall make these records available for review by the Department. See 24 CFR § 570.506.
2. For the duration of this Agreement, the DHA shall maintain a monitoring file that will include: 1) documentation regarding any LEP guidance or technical assistance provided by the DHA; 2) any documentation of Four-Factor Analyses and LAPs, or

comparable documents, that were prepared by the DHA per Section VII of this Agreement.

3. For the duration of this Agreement, the DHA shall maintain all DHA resident files, including applications for residency, rental agreements or leases, notices and letters to applicants and residents, original work order requests along with any and all materials relating to the DHA's implementation of the requirements of this Agreement.
4. For the duration of this Agreement, the DHA shall maintain files containing documentation of its efforts to meet the obligations of this Agreement.

## **XI. MONITORING AND COMPLIANCE WITH THIS AGREEMENT**

- A. The Department shall determine compliance with the terms of this Agreement. The Department will monitor the DHA's compliance with this Agreement, which may include, but is not limited to the following: reviewing Quarterly and Semi-annual Reports; interviewing the DHA's employees and tenants; conducting on-site reviews; and examining documents. The DHA agrees to provide its full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement. Any disputes relating to compliance with this Agreement must be submitted to the FHEO Director of his designee for resolution.
- B. At its discretion, the Department may convene meetings with the DHA's Board Chairman, Executive Director, VCA Administrator, or other designated staff or authorized representative, to discuss progress in implementing the Agreement, propose modifications, or conduct other business with respect to this Agreement.
- C. If at any time while this Agreement is in effect, the Department determines that the DHA has not made reasonable efforts to comply with this Agreement, the Department may attempt to enforce the Agreement and/or initiate proceedings that could result in the denial of federal financial assistance to the DHA, or any other actions authorized by contractual, statutory, or regulatory remedy available to HUD, including but not limited the appointment of a third party receiver to administer the operations of the DHA.
- D. Failure by HUD 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 regarding other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of the DHA under this Agreement.

## **XII. TIME FOR PERFORMANCE**

Any time limits for performance imposed by this Agreement may be extended by written agreement of the parties.



### **XIII. CONSEQUENCES OF BREACH AND ENFORCEMENT**

1. Failure to carry out any term of this Agreement resulting in a material breach to HUD may result in the suspension or termination of, or refusal to grant or continue federal financial assistance to, DHA or other actions authorized by law, including referral to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court.
2. Should HUD learn of DHA's noncompliance with this Agreement, HUD will provide notification to the DHA Board Chairman or Executive Director via email. DHA will have seven (7) days to cure the breach following the date of the email notice. If failure to cure occurs, HUD may take appropriate enforcement action, including placing DHA on HUD's Civil Rights Threshold List or referring this Agreement to the Department of Justice.
3. HUD reserves the right to refer the Agreement to the DOJ without providing an opportunity to cure in the following circumstances:
  - a. Notification by DHA of intent to engage in an action that would breach this Agreement
  - b. Significant noncompliance with this Agreement;
  - c. Breaches that are not reasonably curable; or
  - d. Any breach that by its nature constitutes noncompliance with civil rights requirements.
4. In the event that the DHA fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, HUD may enforce that provision by any contractual, statutory, or regulatory remedy available to HUD.
5. Failure by HUD 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, failure by HUD to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of DHA under this Agreement.
6. This Agreement and any documents incorporated by reference constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding. This Agreement may not be revised, except upon the mutual agreement of the Parties in writing attested to by the signatures of all party to the revision.

#### XIV. SIGNATURES

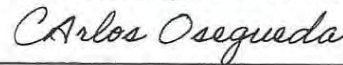
The signatures below attest to the acceptance and approval of the Voluntary Compliance Agreement between the U.S. Department of Housing and Urban Development and the Decatur Housing Authority, Decatur, Alabama.

Decatur Housing Authority

  
James Ridgeway, Board Chair  
Decatur Housing Authority

6-5-20  
Date

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

  
Carlos Osegueda  
FHEO Region IV Director  
Office of Fair Housing and Equal Opportunity

6/9/20  
Date



Appendix A

Release

In consideration for the parties' agreement to the terms of this Agreement entered in United States Department of Housing and Urban Development v. the Decatur Housing Authority (FHEO COMPLIANCE REVIEW NUMBER: 04-19-R00-6 Title VI ) and the payment to me of \$ \_\_\_\_\_, pursuant to the Agreement and effective upon that payment, I hereby release and forever discharge all claims, rights, remedies, and recoveries related to the facts at issue in the Voluntary Compliance Agreement referenced above or in any way related to the Voluntary Compliance Agreement, and release and forever discharge all claims, rights, recoveries arising from housing discrimination alleged in the Voluntary Compliance Agreement in connection with patterns of housing segregation at three (3) elderly housing properties maintained by the DHA-i.e., Jordan-Neill and Summer Manor (collectively referred to as "The Towers") and Westgate Gardens, known and unknown, up to and including the date of the execution of this release.

I understand that this document releases those claims, rights, remedies, and recoveries against the Decatur Housing Authority and against any and all entities, predecessors, successors, subsidiaries, and affiliates related to either of those companies, and any and all of the past and present directors, officers, agents, managers, supervisors, shareholders, attorneys, and employees and their heirs, executors, administrators, successors in interest, or assigns to Decatur Housing Authority in connection with my residency at the Decatur Housing Authority. This release specifically includes but is not limited to any claims I may have under Title VI of the Civil Rights Act of 1964 and the Fair Housing Act of 1968. This release also includes all claims arising out of the foregoing circumstances, whether known or unknown, accrued or unaccrued.

Executed on \_\_\_\_\_, 2020

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

Appendix B

<u>Waiting List</u>	
[REDACTED]	\$10,000.00
[REDACTED]	\$10,000.00
[REDACTED]	\$10,000.00
[REDACTED]	\$10,000.00
[REDACTED]	\$10,000.00
[REDACTED]	\$10,000.00
[REDACTED]	\$10,000.00
[REDACTED]	\$10,000.00
[REDACTED]	\$10,000.00



## Appendix C

### Westgate Tenants

[illegible]

## Appendix D

### DECATUR HOUSING AUTHORITY WORKING TO ACHIEVE GREATER INTEGRATION OF PROPERTIES

Through coordination with the U.S. Department of Housing and Urban Development (HUD), the Decatur Housing Authority (DHA) is working to better integrate its public housing properties in Decatur, Alabama. Public housing was established to provide decent, safe and sanitary rental housing for eligible low-income families, the elderly, and persons with disabilities. HUD administers Federal aid to local housing agencies across the United States, which manage the housing for residents at rents they can afford.

Decatur's local public housing agency is the Decatur Housing Authority. DHA offers public housing for all eligible citizens at East Acres and Sterrs Homes in Decatur, Alabama. DHA also offers senior-living at three additional Decatur, Alabama facilities: West Gate Gardens, Summer Manor Towers, and Jordan-Neill Towers.

If you applied for senior housing at Summer Manor Towers or Jordan-Neill Towers between January 1, 2017 and May 30, 2020, and were not placed, HUD would like to hear from you to determine whether you may be eligible for any benefits. You should contact HUD at [theosettlementadministrator@hud.gov](mailto:theosettlementadministrator@hud.gov) within 45 days of this advertisement to request consideration. Individuals seeking consideration will need to complete a form to determine if they may be eligible for any benefits.



Appendix E

LETTER TO POTENTIALLY AGGRIEVED INDIVIDUALS

You are receiving this letter from the Decatur Housing Authority (DHA) because our records indicate that you are not a current DHA tenant but previously applied for housing at Jordan Neill or Summer Manor between January 1, 2017 and May 30, 2020, and self-identified as African American or black.

DHA is working to achieve better racial integration of Jordan Neill and Summer Manor and wants you to be aware of your right to reapply for housing and/or receive consideration for placement on a preferential waiting list.

If you wish to receive consideration, you must contact the U.S. Department of Housing & Urban Development, Office of Fair Housing and Equal Opportunity, within 45 days of the date of this letter. If you do not respond to this invitation, you will not be included on any Waiting List and will not receive any preferential consideration for housing at these locations, but will always remain free to apply for housing with the Decatur Housing Authority in the future.

If you are interested in this offer, you should contact the U.S. Department of Housing & Urban Development, Office of Fair Housing and Equal Opportunity by email at [fheosettlementadministrator@hud.gov](mailto:fheosettlementadministrator@hud.gov).

**Appendix F**

**LETTER TO WESTGATE GARDENS TENANTS**

You are receiving this letter from the Decatur Housing Authority (DHA) because our records indicate that you are a current West Gate Gardens tenant. Through coordination with the U.S. Department of Housing and Urban Development (HUD), the Decatur Housing Authority is working to better integrate its senior living properties in Decatur, Alabama.

If you believe you may be interested in moving to Summer Manor or Jordan-Neill, you may be eligible for inclusion on a transfer list under a Voluntary Compliance Agreement between DHA and HUD. In addition, if you are interested in considering a transfer, DHA shall upon request, provide one round-trip public transportation voucher to each current Westgate Gardens household to travel to Jordan Neill / Summer Manor to tour the buildings, amenities, and units prior to submitting transfer requests. For all approved transfers, DHA will fund moving expenses up \$2,000 per household.

**To take advantage of this opportunity, you must make your request within 45 days of the date of this letter, so please do not delay. To be included on a transfer list, you must complete the form at the end of this letter and return it in the enclosed, mailage-prepaid envelope.**

If you have any further questions about the Voluntary Compliance Agreement, you may also contact HUD's Office of Fair Housing and Equal Opportunity by email at [fheosettlementadministrator@hud.gov](mailto:fheosettlementadministrator@hud.gov).

I HEREBY REQUEST TO BE INCLUDED ON THE TRANSFER LIST FOR  
SUMMER MANOR OR JORDAN NEILL (first available):

NAME: \_\_\_\_\_

CURRENT UNIT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_