

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

VOLUNTARY COMPLIANCE AGREEMENT

Between

The United States Department of Housing and Urban Development

And

**Alexander County Housing Authority
(Recipient)**

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

FHEO CASE NUMBER: 05-14-R002-6

A. PARTIES AND SUBJECT PROPERTY**The United States Department of Housing and Urban Development**
Office of Fair Housing and Equal Opportunity**Recipient**

Andy Clarke, Chairman
Alexander County Housing Authority
1101 Ohio St
Cairo, IL 62914

B. STATEMENT OF FACTS

On May 30, 2014, the United States Department of Housing and Urban Development ("HUD"), Office of Fair Housing and Equal Opportunity ("FHEO"), initiated a compliance review of the Alexander County Housing Authority ("ACHA"). FHEO reviewed compliance with Title VI of the Civil Rights Act ("Title VI"), Section 504 of the Rehabilitation Act, and Section 3 of the Housing and Urban Development Act. FHEO investigators from the Chicago Regional Office and the Denver Regional Office conducted an on-site review from June 24 through June 26, 2014.

In addition to the FHEO review, other HUD program offices, including the Office of Public and Indian Housing ("PIH"), the Office of Labor Relations, and the Departmental Enforcement Center simultaneously reviewed ACHA's compliance with their offices' respective regulations. The review was prompted by findings made under a previous PIH review, initiated on September 10, 2013.

The Parties hereto have agreed to resolve their differences and settle the underlying matter as it relates to Title VI by entering into this Voluntary Compliance Agreement.

C. TERM OF AGREEMENT

1. This Voluntary Compliance Agreement (hereinafter "Agreement") shall govern the conduct of the Parties for five (5) years.

D. EFFECTIVE DATE

2. The Parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Voluntary Compliance Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development ("HUD"), through the Fair Housing and Equal Opportunity ("FHEO") Regional Director, or his designee.
3. This Agreement shall become effective on the date on which it is approved by the Regional Director, FHEO Chicago Regional Office of the United States Department of Housing and Urban Development.

E. GENERAL PROVISIONS

4. The Parties acknowledge that this Agreement, combined with the Addendum described in Paragraphs 12, 18 and 19 of this Agreement, is a voluntary and full settlement of the Title VI compliance review. The Parties affirm that they have read and fully understand the terms set forth herein. No Party has been coerced, intimidated, threatened, or in any way forced to become a Party to this Agreement.
5. Recipient acknowledges that it has an affirmative duty not to discriminate, 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 Title VI, Section 504, and/or Section 3. Recipient further acknowledges that in the event there was any subsequent retaliation or discrimination it would constitute both a material breach of this Agreement, and a statutory violation of Title VI, Section 504, and/or Section 3.
6. This Agreement, after it has been approved by the FHEO Regional Director, or his designee, is binding upon Recipient, its executives, employees, officers, commissioners, contractors, successors and assigns and all others in active consort with it. This Agreement, after it has been approved by the FHEO Regional Director, is also binding on the Department.
7. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Recipient made pursuant to the Act, Title VI, Section 504, Section 3, or any other complaint within the Department's jurisdiction. Specifically, this Agreement does not in any way limit or restrict the Department's authority to enforce findings made pursuant to HUD Compliance Review numbers 05-14-R004-4 and 05-14-R004-3.
8. 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 Regional Director or his designee.
9. The Parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
10. Recipient hereby forever waives, releases, and covenants not to sue the Department and its employees, officers, officials, contractors and/or 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 HUD Review Number 05-14-R002-6, which could have been filed in any action or suit arising from said subject matter at the time of the effective date of this Agreement.

11. Recipient's Annual and Five Year Plans shall be consistent with the requirements of this Agreement.

F. AGREEMENTS - PHASE 1

12. The parties agree that the extent to which Recipient will have the necessary resources to fully perform under the terms of this Agreement is contingent on the results of the Physical Needs Assessment and Forensic Audit that have been proscribed by the HUD Illinois Office of Public and Indian Housing in Recipient's Recovery Agreement Action Plan. As such, certain provisions of this Agreement will be negotiated subsequent to the completion of these tasks, as part of "Phase 2."
13. Recipient shall develop a new public housing waiting list ("VCA waitlist") that shall be comprised of interested and eligible families who are public housing residents on the date that this Agreement is executed. The purpose of the VCA waitlist is to provide residents of Elmwood and McBride the opportunity to relocate to more racially-integrated housing opportunities in the "Thebes" and scattered-site developments managed by ACHA. The VCA waitlist shall be developed in accordance with the following:
 - A. The VCA waitlist shall be used to tenant vacant units in AMP 2 and AMP 3 that are currently or will become vacant throughout the effective term of this Agreement. The VCA waitlist shall also be used to tenant new units that will be constructed or acquired as part of any future ACHA development. Additionally, families on the VCA waitlist may be provided with housing choice vouchers, pursuant to 24 C.F.R. Part 982, should Recipient ever manage this program.
 - B. Within sixty (60) days of the effective date of this Agreement, Recipient shall make all reasonable efforts to conduct a canvass of interested families who, at the time of the effective date of this Agreement, are residing at McBride and Elmwood.
 - C. Within sixty (60) days of the effective date of this Agreement, Recipient shall inform members of this class of families described in Paragraph 13B of this Agreement of the VCA waitlist and its objective, and shall seek to determine whether members of the class wish to apply for any of the units described in Paragraph 13A of this Agreement, subject to the applicable admissions criteria.
 - D. Any families placed on the VCA waitlist as a result of Recipient's efforts pursuant to Paragraph 13 of this Agreement shall be given precedence over other families on Recipient's public housing waiting list.
14. In the interest of improving the safety of the units in AMP 1, Recipient shall implement the following within sixty (60) days of the effective date of this Agreement:
 - A. Recipient shall offer to designate one (1) unit at one or both of the developments in AMP 1 (McBride and/or Elmwood) for occupancy and use by local police.

Recipient shall meet with local police officials to advise them of the need for increased security resources at AMP 1. Should the police accept Recipient's proposal to designate a unit, Recipient shall provide its full cooperation to effectuate this proposal, including assisting in making any modifications to the unit(s) that may be necessary.

- B. Recipient shall require that its lease enforcement manager assigned to AMP 1 be on-site at the AMP 1 developments for a portion of each day.
- C. Throughout the effective term of this Agreement, Recipient shall apply for any and all HUD funding that may become available for security services.

15. Recipient shall implement the following Equal Employment Opportunity practices:

- A. Within sixty (60) days of the effective date of this Agreement, Recipient shall develop a written procedure regarding new employee hiring that shall comply with all relevant Equal Employment Opportunity (EEO) laws and regulations, and shall be enforced by Recipient. The policy shall require that employee vacancies be advertised in local and regional print and online media, as well as to existing employees. Management vacancies shall be advertised with at least one professional business trade publication, as well as via other industry networking tools. The procedure shall be approved by the FHEO Regional Director, or his designee, prior to implementation.
- B. Recipient shall obtain approval by the FHEO Regional Director, or his designee, prior to tendering a formal employment offer to any Executive Director candidate. Recipient may use a professional recruiting service, also with approval by the FHEO Regional Director, or his designee.
- C. Within sixty (60) days of the effective date of this Agreement, Recipient shall review any positions, other than that of the Executive Director, that were filled subsequent to the completion date of the HUD FHEO review, on June 26, 2014. Recipient's review shall determine whether proper procedures were followed in compliance with EEO laws and regulations. If proper procedures were not followed, then those employees shall be terminated and the vacancies shall be re-posted in a manner that complies with the policy to be adopted pursuant to Paragraph 14A of this Agreement.
- D. Throughout the effective term of this Agreement, Recipient shall not rehire any former employees who were employed by Recipient on or after January 1, 2012, and who were separated from their employment with Recipient for any reason prior to the date of execution of this Agreement, as full or part-time employees, contractors, or board commissioners.
- E. Throughout the effective term of this Agreement, Recipient shall not rehire any former employees whose employment was terminated for cause on or after January

1, 2012, or any current employees whose employment will be terminated for cause, as full or part-time employees, contractors, or board commissioners.

- F. Within sixty (60) days of the effective date of this Agreement, Recipient shall review maintenance staff assignments with the aim of addressing the pay and work disparities addressed in the HUD FHEO Letter of Findings of Non-Compliance ("LOF"). Specifically, Recipient shall ensure that maintenance work assignments are distributed equally between each AMP, and that assignments are not made on the basis of the race of the employees. Furthermore, Recipient shall ensure that compensation of maintenance employees is equitable—for example, that it is based on factors such as seniority, job assignments, and performance—and not based on race.
16. Within sixty (60) days of the effective date of this Agreement, Recipient shall submit a designated housing plan to HUD Office of Public and Indian Housing, pursuant to HUD PIH Notice 2005-2, in order to properly designate housing at Shuemaker, as well as the studio and one-bedroom units at Connell Smith, that are currently reserved for elderly and disabled residents. Recipient shall submit the plan for approval by the FHEO Regional Director, or his designee, prior to submitting the plan to HUD PIH.
17. Within one (1) year of the effective date of this Agreement, Commissioners Judson Childs and Irene McBride shall resign from their positions on Recipient's Board of Commissioners, and shall not seek subsequent reappointment.

G. AGREEMENTS – PHASE 2

18. Throughout the term of this Agreement, Recipient shall remain engaged with HUD FHEO in order to fully remedy the LOF Title VI findings. Discussions regarding further remedial measures shall commence within six (6) months of the effective date of this Agreement. Such remedial measures are contingent on Recipient's resources and may include, but are not limited to, the following:
- A. Recipient may renovate and enhance the units in AMP 1 such that the physical condition and amenities contained with these units are commensurate with the quality of units contained in Recipient's other developments.
 - B. Recipient may submit an application to the HUD Special Application Center (SAC) for demolition and disposition of the buildings in AMP 1. Such application will be reviewed and approved by HUD FHEO prior to submission to SAC.
 - C. Recipient may develop new housing based on funding streams that may become available, as well as housing developed pursuant to 42 U.S.C. §1437a(a)(1). Recipient shall focus its resources on the development of "family public housing," as distinguished from housing designated for seniors or people with disabilities.
 - D. Recipient may manage a Housing Choice Voucher program pursuant to 24 C.F.R. Part 982.

19. Within nine (9) months of the effective date of this Agreement, Recipient shall enter into an Addendum to this Agreement with HUD FHEO in order to fully resolve the findings made under Title VI.

H. MONITORING

20. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may review compliance with this Agreement. As part of such review, the Department may examine witnesses and copy pertinent records of the Recipient. Recipient 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 Regional Director or his designee for resolution.
21. If at any time while this Agreement is in effect, the Department determines that the Recipient has not made reasonable efforts to comply with this Agreement in a timely fashion, and without obtaining advance written agreement from the FHEO Regional Director or his designee, the Department may attempt to enforce the Agreement and/or initiate proceedings that could result in the denial of federal financial assistance to the Recipient, or any other actions authorized by contractual, statutory, or regulatory remedy available to HUD, including but not limited to the appointment of a third party receiver to administer the operations of Recipient.
22. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision therein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision therein shall not be construed as a waiver of any obligation of the Recipient under this Agreement.
23. Recipient shall provide written documentation to the Department of its accomplishments toward implementation of Section F, Paragraphs 12 – 17 of this Agreement on a semiannual basis, beginning six months after the effective date of this Agreement. Recipient shall also provide written documentation to the Department of its accomplishments toward implementation of the Addendum to this Agreement, described in Section G, Paragraph 19 of this Agreement, on a semiannual basis, beginning six months after the effective date of the Addendum.

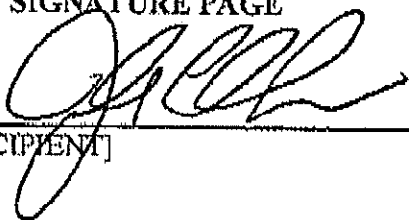
I. REPORTING AND RECORDKEEPING

24. All required certifications and documentation of compliance must be submitted to:

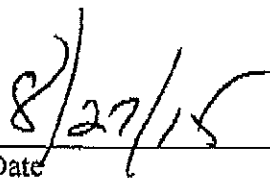
U.S. Department of Housing & Urban Development
Maurice McGough, Director
Region V, Office of Fair Housing and Equal Opportunity

77 W. Jackson Blvd. Rm 2101
Chicago, IL 60604

J. SIGNATURE PAGE

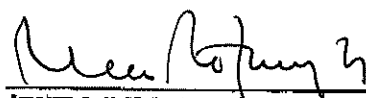


[RECIPIENT]



Date

K. APPROVAL



[FHEO REGIONAL DIRECTOR]



Date

A regular meeting of the Alexander County Housing Authority Board of Commissioners was held on Thursday, August 27, 2015,

RESOLUTION #3399

WHEREAS, it is necessary and required of the Alexander County Housing Authority to approve the Voluntary Compliance Agreement;

THEREFORE BE IT RESOLVED, that the Alexander County Housing Authority Board approves the Voluntary Compliance Agreement.

Motion by:

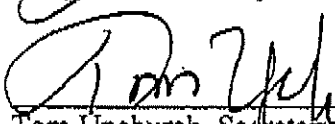
Second by:

AYES:

NAYS:



Andy Clarke, Chairperson



Tom Upchurch, Secretary/Treasurer

August 27, 2015