



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

**TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968
Conciliation Agreement**

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
Voluntary Compliance Agreement**

between

The United States Department of Housing and Urban Development
and

Maria Becerra



(Complainant)

and

Hammond Housing Authority
1402 173rd Street
Hammond, IN 46324
(Respondent/Recipient)

and

City of Hammond, Indiana
5925 Calumet Avenue
Hammond, IN 46320
(Respondent/Recipient)

Approved by the FHEO Regional Director, or his designee, on behalf of the United States
Department of Housing and Urban Development

HUD CASE NUMBERS: 05-12-0569-8, 05-12-1557-8
05-12-0569-6, 05-12-1557-6

A. PARTIES

Complainant

Maria Becerra


Recipients

Hammond Housing Authority
1402 173rd Street
Hammond, IN 46324

City of Hammond, Indiana
5925 Calumet Avenue
Hammond, IN 46320

Department

U.S. Department of Housing & Urban Development
Region V, Office of Fair Housing and Equal Opportunity
77 W. Jackson Blvd., Room 2101
Chicago, IL 60604

B. BACKGROUND

On March 1, 2012, Maria Becerra (“Complainant”) filed a complaint with the United States Department of Housing and Urban Development (the “Department” or “HUD”) alleging that her former employer, the Hammond Housing Authority (“HHA”), and the City of Hammond, Indiana (the “City”) (collectively, “Recipients”) violated the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601 *et seq.* (the “Act” or “Title VIII”). Case Numbers: 05-12-0569-8 and 05-12-1557-8. HHA is a public housing authority that receives federal financial assistance through an Annual Contributions Contract with HUD. HHA uses this funding, in part, to finance its Housing Choice Voucher program. The City also receives federal financial assistance. As a result, complaints were filed against Recipients under Title VI of the Civil Rights Act of 1964 (“Title VI”), Case Numbers: 05-12-0569-6 and 05-12-1557-6.

Complainant alleges that HHA and the City interfered with her performance and ultimately terminated her employment as the Executive Director of HHA in retaliation for her stance in favor of the rights of Housing Choice Voucher holders to live in neighborhoods of their choice in Hammond, free from discrimination or interference by the City or HHA.

HHA and the City deny the complaint allegations and admit no wrongdoing but agree to settle the claims in the underlying action by entering into this Conciliation and Voluntary Compliance Agreement. The Department has made no findings as to the merit of the complaint allegations.

Pursuant to 42 U.S.C. § 3617, “[i]t shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by [sections 3603-3606 of the Act].”

Title VI provides that “... no persons in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance.”

C. TERM OF AGREEMENT

1. This Conciliation and Voluntary Compliance Agreement (hereinafter “Agreement”) shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

D. EFFECTIVE DATE

2. The parties expressly agree that this Agreement does not constitute a binding contract under state or federal law unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Region V Director, or his designee.
3. This Agreement shall become effective on the date on which it is approved by the Director, or his designee, Office of Fair Housing and Equal Opportunity (FHEO), Chicago Regional Office of the United States Department of Housing and Urban Development, located at 77 W. Jackson Boulevard, 21st Floor, Chicago, IL 60604.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of any and all claims that Complainant has or could have made against Recipients, whether known or unknown, arising out of or related to her employment by HHA, including without limitation the disputed complaints filed in accordance with Title VIII and Title VI, HUD Case Numbers 05-12-0569-8, 05-12-1557-8, 05-12-0569-6, and 05-12-1557-6. 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. Recipients acknowledge that they have 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 or Title VIII.
6. This Agreement, after it has been approved by the FHEO Region V Director, or his designee, is binding upon Recipients, their officers, board members, employees, agents, heirs, successors and assigns and all others in active concert with them.
7. It is understood that upon approval of this Agreement by the FHEO Region V Director, or his designee, it is a public document.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Recipients made pursuant to Title VIII, Title VI, or any other complaint within the Department's jurisdiction.
9. 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 Region V Director, or his designee.
10. 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. The signatures of the parties to this Agreement may be executed by way of electronic mail or facsimile transmission and shall be deemed to be an executed and admissible Agreement for all purposes as may be necessary under the terms of this Agreement.
11. Maria Becerra, Complainant, hereby forever waives, releases, and covenants not to sue the Department, HHA, or the City, their heirs, executors, assigns, agents, affiliates, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of or related to her employment by HHA including without limitation the subject matter of HUD Case Numbers 05-12-0569-8 and 05-12-1557-8, 05-12-0569-6, 05-12-1557-6, or which could have been filed in any action or suit arising from said subject matter or relating thereto, including any suit alleging breach of employment contract. Complainant understands that any breach of this paragraph could result in the filing of a lawsuit seeking damages and attorney fees and costs.
12. Hammond Housing Authority and the City of Hammond, Indiana, Recipients, hereby forever waive, release, and covenant not to sue the Department or Maria

Becerra and their successors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 05-12-0569-8 and 05-12-1557-8, 05-12-0569-6, 05-12-1557-6, or which could have been filed in any action or suit arising from said subject matter or relating thereto, including any suit alleging breach of employment contract. Recipients understand that any breach of this paragraph could result in the filing of a lawsuit seeking damages and attorney fees and costs.

F. RELIEF FOR COMPLAINANT

13. In exchange for Complainant Maria Becerra's agreement to settle all claims relating to the subject complaints captioned above, Recipients agree to take the following action:

Within five (5) days of the effective date of this Agreement, IHA shall pay Two-Hundred Thousand dollars (\$200,000.00) to Maria Becerra. Payment shall be made via electronic wire transfer into an account established by Complainant's attorney's law firm.

G. RELIEF IN THE PUBLIC INTEREST

14. Within sixty (60) days of the effective date of this Agreement, the Mayor of the City of Hammond shall make a public statement in support of housing choice in the City, generally, and of the Hammond Housing Authority's (HHA's) Housing Choice Voucher (HCV) program, in particular. The statement will be made at a regular meeting of HHA's Board of Directors, and will be accompanied by the press release attached as Exhibit A, which release shall be provided to local news media.
15. Within ninety (90) days of the effective date of this Agreement, the City and HHA shall jointly sponsor a public outreach forum to encourage landlords to participate in HHA's HCV program, and to provide them with information on the program. The City and HHA will publicize the meeting in advance, and will provide HUD with a list of individuals who attended.
16. Within ninety (90) days of the effective date of this Agreement, all City Inspections Department staff who inspect housing, all City staff who oversee the Community Development Block Grants program, all Directors of HHA's Board, and all HHA professional staff shall obtain at least three (3) hours of fair housing training, at the City's and HHA's expense, from a HUD-approved entity. Upon completion of the training, the City will provide certification of attendance to HUD.

17. Within ninety (90) days of the effective date of this Agreement, HHA shall reopen its HCV waiting list, and shall provide public notice thereof, in accordance with HUD requirements. Within 30 days thereafter, HHA will provide HUD with a copy of the updated waiting list.
18. Hereafter, the City shall provide an HCV informational brochure prepared by HHA to landlords when they register to comply with the City's rental registration ordinance.
19. The City shall treat rental properties housing HCV program participants in the same manner that it treats all other rental housing in conducting inspections for code violations (including zoning violations) and/or inspections relating to complaints, and in taking enforcement actions relating thereto. The City will not, as a matter of practice, select properties housing HCV participants for heightened inspection or enforcement activity.

During the three-year duration of this Agreement, the City shall keep and maintain records of rental housing inspections and enforcement actions, by property address, and will provide these to HUD for examination upon request.

20. HHA shall continue to spend at least 97% of its HCV budget authority annually.
21. HHA shall strive to use more of its HUD-allocated Housing Choice Vouchers annually. As part of this effort, within sixty (60) days of the effective date of this Agreement HHA shall request in writing, of all housing authorities to which at least ten (10) individuals originally awarded an HCV by HHA have transferred, that the housing authorities absorb the HCVs they currently bill to HHA.

Said letters shall state that the request is being made in accordance with a settlement agreement with HUD. HHA may, at its discretion, repeat the process thereafter during the three-year duration of this Agreement. HHA will provide copies of the letters to HUD at time of mailing, and will notify HUD in writing of the authorities' responses upon their receipt.

Beginning in December 2014, HHA will annually report to HUD on the average HCV usage rate attained in the preceding year and on what steps HHA has taken or will take to try to increase the rate. If ever HUD believes that HHA should do more to try to increase the rate, HUD will advise HHA of same, and the parties will consult further regarding additional steps that may be taken. HUD understands that the HCV usage rate is determined by a number of factors, some of which—for example, HUD funding levels—are beyond HHA's control.

H. MONITORING

22. 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 Recipients. Recipients agree to provide their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

I. REPORTING REQUIREMENTS

23. All required documentation of compliance must be submitted to:

U.S. Department of Housing & Urban Development
Maurice J. McGough, Director
Region V, Office of Fair Housing and Equal Opportunity
77 W. Jackson Blvd., Room 2101
Chicago, IL 60604

J. CONSEQUENCES OF BREACH

24. If ever the Department has reasonable cause to believe that Recipients have breached this Agreement, the Department shall notify Recipients of the circumstances of such alleged breach. If Recipients do not take appropriate action to cure the breach within thirty (30) days thereafter, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§810(c) and 814(b)(2) of the Act.
25. Failure to carry out the terms of this Agreement may result in the suspension or termination of, or refusal to grant or to continue Federal financial assistance, or other actions authorized by law.

K. SIGNATURES

The undersigned parties have read the foregoing Agreement and willingly consent to it with a full understanding of the rights it confers and the responsibilities it imposes on them, as signified by their signature below:

Maria Becerra
Complainant Maria Becerra

12-12-2013
Date

On Behalf of Recipient Hammond Housing Authority:

Maria Carmen Paniagua, Executive Director

Date

On Behalf of Recipient City of Hammond, Indiana:

Honorable Thomas McDermott, Jr., Mayor

Date

L. APPROVAL

On Behalf of The United States Department of Housing and Urban Development:

Maurice J. McGough
Maurice J. McGough, Director
FHEO Region V

12/23/13
Date

K. SIGNATURES

The undersigned parties have read the foregoing Agreement and willingly consent to it with a full understanding of the rights it confers and the responsibilities it imposes on them, as signified by their signature below:

Complainant Maria Becerra

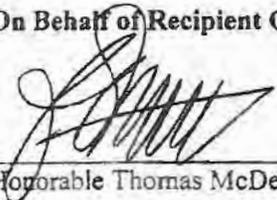
Date

On Behalf of Recipient Hammond Housing Authority:

Carmen Paniagua, Executive Director

Date

On Behalf of Recipient City of Hammond, Indiana:

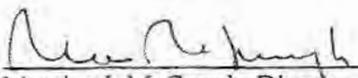


Honorable Thomas McDermott, Jr., Mayor

12/19/2013
Date

L. APPROVAL

On Behalf of The United States Department of Housing and Urban Development:



Maurice J. McGough, Director
FHEO Region V

12/23/13
Date

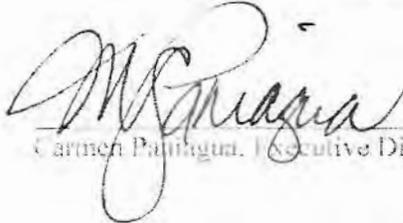
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Complainant Maria Becerra

Date

On Behalf of Recipient Hammond Housing Authority:


Carmen Palmiter, Executive Director

12/23/2013
Date

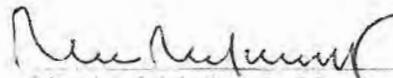
On Behalf of Recipient City of Hammond, Indiana:

Honorable Thomas McDermott, Jr., Mayor

Date

L. APPROVAL

On Behalf of The United States Department of Housing and Urban Development:


Maurice J. McGough, Director
FHED Region V

12/23/13
Date