

NOV 4 1993

FOR SETTLEMENT DISCUSSION PURPOSES ONLY

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

MARY HAWKINS, ERSALENE DAVIS,
TONI HARRIS, and ETHEL BYNUM
on behalf of themselves
and others similarly situated,

Plaintiffs

VS.

HENRY CISNEROS, Secretary of the
United States Department of
Housing and Urban Development;
THE UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT;
HOUSING AUTHORITY OF THE
CITY OF OMAHA, and
the CITY OF OMAHA

Defendants,

Civ. No. 90-0-55

SETTLEMENT AGREEMENT

WHEREAS, plaintiffs have filed a lawsuit challenging alleged actions taken by the United States Department of Housing and Urban Development ("HUD"), the Omaha Housing Authority ("OHA"), and the City of Omaha in connection with the development and administration of Omaha's public housing as violations of the United States Housing Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Fifth and Fourteenth Amendments to the Constitution of the United States, and other federal statutes, regulations and guidelines; and

WHEREAS, a class was conditionally certified on July 31, 1991, consisting of all then-current residents of Logan Fontenelle Homes who are eligible for but allegedly excluded from participation in

a program of scattered site single-family dwellings operated by OHA; and

WHEREAS, the plaintiffs, on behalf of both themselves and the class referred to in paragraph 20 of this Agreement, consider that, in light of the benefits derived from the settlement, it is desirable to compromise and settle the claims alleged in this action upon the terms and conditions hereinafter set forth; and

WHEREAS, the defendants maintain that the claims against them are without merit, but consider it desirable to settle this action in the manner and upon the terms and conditions hereinafter set forth to avoid further expense, inconvenience and the distraction of burdensome litigation, and to finally put to rest the claims asserted in this action; and

WHEREAS, the parties recognize that OHA is primarily responsible under law for the development and management of low-income public housing in the City of Omaha;

NOW THEREFORE, the parties agree as follows:

THE RELOCATION OF LOGAN-FONTENELLE NORTH RESIDENTS

1.(a). OHA agrees that it will use all reasonable efforts to re-contact all previous Logan Fontenelle-North residents displaced due to the pending demolition of that project between May 10, 1990 and November 13, 1991, the date of the Court's Order partially granting plaintiffs' motion for preliminary injunction (hereinafter referred to as "Logan Fontenelle displacees"), and provide these displacees with another opportunity to state their preferences for housing owned, operated or administered by OHA

which is to the maximum extent practicable housing of their choice. For the purposes of this Agreement, Mary Hawkins, Ersalene Davis, and Toni Harris will also be considered to be "Logan-Fontenelle displacees." OHA will comply with all HUD requirements applicable to the relocation of residents displaced by demolition when offering the Logan Fontenelle displacees another opportunity to state their housing preferences and when offering housing.

1.(b). All previous Logan Fontenelle-North residents who were evicted or whose tenancy was terminated for violation of lease between May 10, 1990, and November 13, 1991, are not considered to be "Logan Fontenelle displacees" within the meaning of this paragraph.

1.(c). As part of the reasonable efforts undertaken pursuant to this paragraph to contact the Logan Fontenelle displacees, the OHA shall mail to the last known address of all displacees a notice informing them that they will be offered another opportunity to select housing and inviting them to receive counseling on their housing choices. In addition, the OHA agrees to publicize and conduct four meetings for Logan-Fontenelle displacees, two on a weekday and two on a weekend, at which the displacees will be counseled on their housing choices and offered another opportunity to state their preferences for housing owned, operated or administered by OHA which is to the maximum extent practicable, housing of their choice.

1.(d). The counseling to be provided to the Logan-Fontenelle displacees pursuant to this paragraph will include, in addition to the counselling program referred to in paragraph 11 below and in Appendix B, the following: (1) explanation of moving expenses; (2) explanation that the individual has up to 30 days to make his or her decision and to make the move; (3) full description of the types of scattered-site housing currently available; (4) explanation of, and assistance with, the procedures for arranging school transfers and arranging school transportation; and (5) explanation of the restrictions during the first 120 days after issuance on the 75 certificates and 25 vouchers to be provided by HUD pursuant to paragraphs 9 and 10.

1.(e). It is the goal of the parties to re-contact and re-counsel all Logan-Fontenelle North displacees to the fullest extent practicable. To that end, OHA agrees to undertake additional measures to contact Logan-Fontenelle displacees if the mailing of the notices and the publication of the meetings described in this paragraph fails to elicit responses from more than 80% of the Logan-Fontenelle displacees within four months from the beginning of OHA's efforts to re-contact the Logan-Fontenelle displacees. These additional measures will include enlisting the assistance of the Nebraska Department of Social Services (NDSS) to include information in their mailings to Douglas County residents about the additional housing opportunities available to Logan-Fontenelle displacees; (2) some amount of radio and newspaper advertising designed to inform Logan-Fontenelle displacees about the additional

housing opportunities available to them; and (3) enlisting the services of a private investigative firm to try to locate the Logan-Fontenelle displacees. If these additional measures become necessary, OHA will not be obligated to spend more than \$5,000 on radio and-newspaper advertising and/or private investigative efforts.

1.(f). Within 30 days of attendance at one of the meetings held pursuant to this paragraph, or within 30 days of receipt of a notice mailed pursuant to this paragraph, the displacees must inform the OHA, should they desire to move, of their preferences (or, if more than one preference, the order of preferences) that the displacees desire. The OHA shall not be obliged to offer housing to any displacee who fails to inform the OHA of their preferences within 30 days of receiving counseling about their housing choices. In the succeeding six months, the OHA shall offer any qualified displacee who has submitted his or her preferences to the Authority pursuant to this paragraph the opportunity to occupy housing of their choice should an appropriate vacancy occur or should a Section 8 certificate become available.

1.(g). The term "qualified displacee" means a displacee who, at the time the offer is made, is qualified for public housing and eligible for the unit offered. Nothing in this paragraph shall be construed to require the OHA to offer housing to a Logan-Fontenelle displacee for which that displacee is not eligible under HUD regulations or HUD approved OHA policies.

1.(h). If a displacee accepts an offer of housing made

pursuant to this paragraph, OHA shall provide such displacees with a relocation allowance of Two Hundred Dollars (\$200.00) and payment for moving expenses not to exceed Three Hundred Dollars (\$300.00), based upon the following schedule: 1 bedroom unit - \$125.00; 2 bedroom unit - \$175.00; 3 bedroom unit - \$200.00; 4 bedroom unit - \$250.00; 5 bedroom unit - \$300.00.

1.(j). If a displacee refuses an offer of housing made pursuant to this paragraph without good cause, OHA shall not be obligated to extend any further offers of housing to the displacee. For the purposes of this paragraph, a refusal for "good cause" shall be defined in the same way that a refusal for good cause is defined in OHA's HUD approved tenant selection and assignment policy which is attached as Appendix A.

1.(k). OHA agrees not to begin its efforts to contact the Logan-Fontenelle displacees until it has received the 75 Section 8 certificates and 25 vouchers to be provided by HUD to OHA pursuant to paragraph 9 of this Agreement. These 100 Section 8 certificates and vouchers will be among the housing opportunities offered to the eligible Logan Fontenelle displacees. The Logan Fontenelle displacees will have priority over all other applicants and residents with respect to the ability to choose to receive one of the 100 Section 8 certificates and/or vouchers to be provided by OHA to HUD pursuant to paragraph 9 of this Agreement.

THE REMAINING MULTIFAMILY PUBLIC HOUSING PROJECTS

2. As soon as practicable, but no later than the schedule required in paragraph 5 below, OHA, pursuant to Section 18 of the U.S. Housing Act of 1937, as amended, and the implementing regulations will submit to HUD proposals to demolish, sell, or otherwise dispose of, and replace with alternate forms of housing (referred to hereinafter as "demolition proposals") the following:

- (a) Logan Fontenelle South,
- (b) six or more buildings in Hilltop Homes,
- (c) Pleasantview Towers East and West.

In the event that Logan Fontenelle South, Pleasantview Towers East and West or those portions of Hilltop Homes for which the OHA proposes to submit demolition proposals pursuant to this paragraph are purchased by tenants or tenant organizations, such purchase(s) will relieve HUD and OHA of any obligations pursuant to paragraphs two through six of this Agreement with respect to those portions of the project(s) which are purchased.

3. The OHA agrees to include in its replacement plans for each of the projects referenced in paragraph 2 a commitment to locate at least 75% of the replacement units outside of "impacted" census tracts. OHA agrees that the first 25% of the replacement units for each project demolished, sold or otherwise disposed of pursuant to paragraphs 2 and 4 will be located outside of "impacted" census tracts. For the purposes of this paragraph, a census tract is "impacted" if it has a minority population greater than 35% according to the 1990 U.S. Census. In addition, OHA

agrees not to construct or purchase any replacement housing for projects demolished pursuant to paragraph 2 of this Agreement in census tract 58, as set forth in the 1990 U.S. Census.

4. HUD will approve, subject to the availability of appropriations, demolition proposals submitted by the OHA pursuant to paragraph 2 which satisfy HUD's administrative, regulatory and statutory requirements and HUD will not approve demolition proposals from OHA that do not contain the commitments by OHA regarding the location of replacement units which are referenced in paragraph 3.

5.(a) OHA agrees to submit the proposal to demolish, sell or otherwise dispose of Logan-Fontenelle South to HUD within one year from the effective date of this Settlement Agreement. OHA agrees to submit the proposal to demolish six buildings in Hilltop Homes within four years from the effective date of this Agreement unless submission within that time period is impracticable. If OHA does not submit the Hilltop demolition proposal within four years from the effective date of this Settlement Agreement, it agrees to submit to HUD an explanation of the impracticability of submitting the proposal to demolish Hilltop within that four year time period. OHA agrees to submit the proposal to demolish Pleasantview Towers East and West within six years from the effective date of this Settlement Agreement unless submission within that time period is impracticable. If OHA does not submit the Pleasantview Towers East and West demolition proposal within that time period it agrees to submit to HUD an explanation of the impracticability of submitting

the proposal to demolish Pleasantview Towers East and West within that time period.

5.(b) All residents subject to displacement pursuant to these demolition plans shall be offered an opportunity to state their preference for relocation housing owned, operated, or administered by OHA which is, to the maximum extent practicable, housing of their choice. OHA will comply with all HUD requirements applicable to the relocation of residents displaced by demolition when offering these residents an opportunity to state their housing preferences and when offering housing. Each resident whose unit is identified for demolition under a plan approved by HUD shall be provided with written material, provided by the counseling provider, informing the resident about the availability of the counseling services provided by the counseling provider. Each such displacee who expresses a preference for Section 8 will be required to attend the initial counseling session described in Appendix B, II.A before being allowed to receive a certificate. HUD agrees that OHA's administration of any certificates provided to displacees pursuant to this paragraph will not be included in any review by HUD of OHA's performance in administering the Section 8 program. During the relocation counseling described in this paragraph, OHA and its employees shall not discourage relocatees from seeking mobility counseling.

TENANT SELECTION AND ASSIGNMENT POLICIES

6.(a) OHA will follow its existing modified one-offer tenant selection and assignment plan for making assignments to its multi-

family, non-elderly, conventional units. A copy of this tenant selection and assignment plan is attached hereto as Appendix A.

(b) OHA will combine the waiting lists for Section 8 and conventional public housing so that an application for either form of housing will place the applicant on both waiting lists, assuming that the applicant is eligible for both forms of housing. Rejection of an offer of conventional public housing shall not impact an applicant's position on the Section 8 waiting list and rejection of a Section 8 certificate or voucher shall not impact an applicant's place on the conventional housing waiting list. Applicants who accept an offer of conventional public housing will not lose their federal preferences for purposes of the Section 8 waiting list;

(c) Offers of housing will be made from each list on a first-come, first-served basis in accordance with Appendix A;

(d) Nothing in this paragraph shall be construed to prevent HUD from approving OHA proposals to modify its tenant selection and assignment policies with respect to the handicapped, the disabled or the elderly;

(e) Nothing in this application assignment policy shall change the priorities set forth in OHA's current transfer policy which are given to current residents who will be displaced because of demolition and replacement plans submitted pursuant to this Settlement Agreement. Further, nothing in this Agreement shall affect the priority given to Logan-Fontenelle North displacees for scattered site units vacated during the time periods referred to in

the last sentence of paragraph 1(f) of this Agreement.

7. OHA agrees to continue to take applications for conventional public housing at a central location for five years from the effective date of this Settlement Agreement.

8. OHA agrees to adhere to the tenant selection and assignment plan approved by HUD in accordance with paragraph 5 for a period of three years from the date this Agreement is entered by the Court. After three years from the date this Agreement is entered by the Court, the OHA may make any modification or amendment to the tenant selection and assignment plan it determines is necessary or desirable, subject to approval by HUD as required by law, a finding by HUD that such modification or amendment is consistent with the relevant legal requirements, and notice to plaintiffs' counsel from HUD that such a request for modification has been submitted to HUD. Nothing in this paragraph shall be construed to prevent the OHA from seeking modifications at any time to those parts of its tenant selection and assignment policies which apply to the elderly and/or the handicapped.

SECTION 8

9. HUD agrees to provide OHA with 75 Section 8 certificates and 25 Section 8 vouchers. Although these 100 Section 8 certificates and vouchers shall be available to the eligible Logan-Fontenelle displacees as a housing opportunity and such displacees will have priority over all other applicants with respect to receipt of one of these certificates and vouchers, as provided in paragraph 1, these Section 8 certificates and vouchers shall not otherwise be limited only to the eligible displacees. These certificates and/or vouchers will be provided within 90 days from the effective date of this Settlement Agreement.

10. For the first 120 days after each of these 100 Section 8 certificates are issued, they may only be used to rent housing located in census tracts which are less than 35% minority and may not be used in Census Tract 58 as that tract is defined in the 1990 Census. Thereafter, the certificates may be reissued by OHA without any limitation under this Agreement and in accordance with the OHA's ordinary policies and procedures. Both Logan-Fontenelle displacees and non-Logan-Fontenelle displacees who are offered an opportunity to receive one of these 100 certificates and vouchers while the 120-day restriction is still in effect will, subject to the availability of unrestricted certificates or vouchers, be offered a choice between a certificate or voucher with a 120-day limitation and a certificate or voucher without such restrictions. In the event that an individual chooses not to

receive a certificate or voucher with a 120-day limitation, such refusal shall not effect that person's position on the waiting list for either Section 8 or conventional public housing. No individual shall be issued a restricted certificate or voucher without being informed about the nature of the restrictions on where the certificate or voucher may be used. HUD agrees that OHA's administration of these 100 certificates and vouchers will not be included in any review by HUD of OHA's performance in administering the Section 8 program.

SECTION EIGHT MOBILITY PROGRAM

11. HUD agrees to fund and implement a Section 8 mobility counseling program as described in Appendix B to this Agreement. This program will be operated by a private non-governmental housing entity with at least one year's experience in housing placement. HUD will provide the counseling provider with a lump sum of \$500,000 for the administration of the counseling program described in Appendix B. In addition, anytime from October 1994, until seven years from the effective date of this Settlement Agreement, the counseling provider may receive, pursuant to a request from the provider which demonstrates an actual need for additional funds, up to \$300,000, subject to the availability of appropriated funds for mobility counseling.

TOMMIE ROSE GARDENS

12. HUD agrees to conduct a housing quality standards compliance review of Tommie Rose Gardens within four months of the execution of this Agreement. If more than 30% of the units cannot

be brought into compliance within 30 days of the review, HUD agrees to issue a limited denial of participation against the owner and/or affiliated entity. HUD agrees to require any new agent that it requires to be installed as a result of the compliance review to escrow funds for repair of the property. HUD will conduct another housing quality standards compliance review of the new agent within six months. Notice of HUD activities, reports, and findings in this regard will be given to counsel for the plaintiff class.

CDBG INVESTMENT IN TARGETED INVESTMENT AREA

13. So long as Pleasantview Homes and Spencer Homes are owned by OHA as low-income housing projects, or until the Prospect Hill and Highlanders Target Area Neighborhoods are no longer deemed blighted and substandard, the City of Omaha agrees to continue to use CDBG funds in the Prospect Hill and Highlanders Target Area Neighborhoods in order to carry out the City of Omaha Homeowner Housing Rehabilitation Program.

DEMONSTRATION HOMEOWNERSHIP PLAN

14. Nothing in this Agreement shall affect the OHA's ability to maintain existing HUD-approved eligibility standards and tenant assignment policies for the Homeownership Plan or to establish, in accordance with applicable federal statutes and regulations, eligibility standards and tenant assignment policies for the Homeownership Demonstration Program. Nothing in this Agreement shall require the OHA to house any person in a single-family home that is part of OHA's Homeownership Plan or its Homeownership Demonstration Program who does not meet the eligibility standards

for such a unit. OHA agrees that none of the persons occupying Logan-Fontenelle North replacement units on the effective date of this Settlement Agreement will be moved or asked to move in order to allow those units to be designated for inclusion in any homeownership plan. All OHA residents shall be informed, at the time of their annual review, of the eligibility requirements for the Homeownership Demonstration Program and the Incentive Transfer Policy.

SCHOOL BUSING

15. HUD agrees to encourage discussions between OHA, the School Board, and other parties to amend Omaha's school desegregation plan to selectively eliminate "wrong-way busing" for public housing recipients with school age children who live in projects or areas where their race does not predominate. For purposes of this provision 'wrong-way busing' is defined as follows: when, pursuant to the OPS desegregation plan, a white child living in federally assisted housing located in an impacted census tract (i.e., more than 35% minority) is transported to a school in a non-impacted census tract or when a black child living in federally-assisted housing located in a non-impacted census tract (i.e., less than 35% minority) is transported to a school located in an impacted census tract.

UTILITY ALLOWANCES

16. HUD agrees to conduct a review of the sufficiency of the utility allowances currently provided in the City of Omaha to residents of scattered-site and Section 8 units. This review is to

be completed within one year from the date of the execution of this Agreement. HUD agrees to require OHA to remedy deficiencies found in the review. HUD will provide a copy of all such reviews to counsel for the plaintiff class. Nothing in this paragraph shall be construed to prevent OHA from offering a response to the findings of HUD's review or HUD from thereafter modifying its findings in accordance with its own administrative policies and regulations.

REVIEW OF HOUSING QUALITY STANDARDS IN SECTION 8 UNITS

17. For a period of three years, in addition to the review of Tommie Rose Gardens to be conducted pursuant to paragraph 10, HUD will conduct an annual housing quality standards review of a representative sample (5%) of Section 8 units in the City of Omaha. HUD will provide copies of all such reviews to counsel for the plaintiff class.

ATTORNEY'S FEES

18. The federal government shall pay plaintiffs' counsel, in satisfaction of all of plaintiffs' claims for any attorney's fees, costs and expenses arising out of this litigation up to the date of this Agreement, the following amounts:

Mary Clarkson: \$ 394,016.96

Arthur Benson: \$ 119,630.85

The federal government further agrees to pay plaintiffs' reasonable attorneys' fees and costs, at a maximum rate of \$160 per hour, for work done on behalf of the plaintiff class from September 15, 1993, through the completion of the fairness hearing described in

paragraph 20 of this Agreement. Upon the submission of plaintiffs' counsels' time records and billings for this time period to the federal government, the federal government will determine the amount of plaintiffs' counsels' reasonable attorneys' fees and costs. In the event that plaintiffs' counsel does not agree with the federal government's determination of what constitutes reasonable attorney's fees and costs, plaintiffs' counsel may file a motion with this court seeking to be awarded the remainder of its fees pursuant to the applicable statute(s) and the federal government may oppose such fee petition(s). Neither the OHA nor the City shall be obligated to pay any part of plaintiffs' attorney's fees, costs and expenses arising out of this litigation. Nothing in this Settlement Agreement shall be construed to prevent the plaintiff class and/or its counsel from seeking recovery of reasonable attorneys' fees and expenses yet to be incurred for legal actions necessary to enforce this Settlement Agreement.

GENERAL PROVISIONS

19. Nothing in this Agreement shall be construed to require HUD to perform the obligations of a public housing agency or to act as a guarantor of OHA's performance under this Agreement. With the exception of the 100 Section 8 certificates and/or vouchers to be provided by HUD to OHA pursuant to paragraph 9, HUD shall not be obligated to provide any funding to OHA to carry out the terms of this Agreement. The cost of providing the relocation allowances referenced in paragraph 1, and any other administrative costs incidental to the obligations OHA assumes under this agreement will

be borne by the OHA. Except as specifically set forth in this Agreement, OHA and the City shall not be required to expend any funds. Nothing in this Agreement shall be construed to require HUD to process OHA requests for funding in a different manner than it processes requests for funding from other housing authorities. In addition, nothing in this Agreement shall be construed to affect or otherwise change the ordinary annual funding provided to the OHA through those housing programs administered by HUD.

20. The parties agree that the Agreement shall be implemented in the following manner:

a. Upon execution, the parties shall promptly file this Settlement Agreement with the District Court and request the Court to enter an order:

- (1) Preliminarily approving the proposed settlement as presumptively fair, reasonable and adequate;
- (2) Certifying a class for the purposes of this Settlement Agreement consisting of all past and present applicants for and past and present recipients of federal housing assistance administered by the OHA for low-income persons in Omaha and the past and present residents of Tommie Rose Gardens.
- (3) Requiring that notice of the terms of this Settlement Agreement, and the right to object to the proposed settlement be given to all members of the class consisting of all past and present

applicants for and past and present recipients of federal housing assistance administered by the OHA for low-income persons in Omaha and the past and present residents of Tommie Rose Gardens.

- (4) Scheduling a fairness hearing to determine the fairness of the proposed settlement and compromise with respect to the class consisting of all past and present applicants for and past and present recipients of federal housing assistance administered by the OHA for low-income persons in Omaha and the past and present residents of Tommie Rose Gardens.

b. Pursuant to Rule 23 (e), all class members shall be given notice, the form of which shall be agreed upon by counsel for all parties, or by the Court in the event there is no such agreement, of the terms of this Settlement Agreement and their right to object to the proposed settlement. OHA shall post the notice in all OHA conventional rental management/central offices and mail or deliver the notice to the residents of Logan-Fontenelle South, Hilltop Homes, Pleasantview, Towers East and West and to the last known addresses of the Logan-Fontenelle displacees. OHA will publish the class notice for one day in a Sunday edition of the Omaha World Herald and for one day in the Evening Star. HUD will reimburse OHA for printing, postage and newspaper advertising costs it incurs by providing notice to the class pursuant to this paragraph. In addition, HUD will mail or deliver the notice to all

residents of Tommie Rose Gardens. Counsel for all parties shall be provided a copy of the addresses of all persons to whom the notice is mailed. In addition, OHA shall file with the Court, under seal, a copy of the names and addresses of all present residents of OHA-administered multi-family public housing and recipients of Section 8 housing assistance administered by OHA, and no person or parties shall be permitted to review such information without a showing of good cause acceptable to the court. Class members will have until ten (10) days before the date of the fairness hearing within which to file written objections to the proposed settlement. Between the effective date of this Agreement and the fairness hearing, the defendants and their employees will not communicate with members of the proposed class concerning the proposed settlement agreement except by means of the court-approved notice. Nothing in this paragraph shall be construed to prevent any of the defendants from communicating with the proposed class concerning OHA's demolition proposal for Logan Fontenelle South in order to comply with HUD administrative, regulatory or statutory requirements or in furtherance of OHA's already existing policies and programs.

c. A fairness hearing shall be held at such time and place as ordered by the district court to consider whether the proposed settlement should be finally approved as fair, reasonable, and adequate. Any class member who has submitted a timely written objection may appear at the hearing and show cause why the settlement and compromise proposed in the Settlement Agreement should not be approved. Objections raised at the hearing will be

limited to those matters addressed in timely written objections.

d. It is an express condition of this Agreement that the class described in this paragraph be certified and be bound by this Agreement.

21. All parties agree to the dismissal of all of plaintiffs' claims in this case with prejudice, upon the entry of the Order approving this settlement, except that the parties specifically and expressly agree that the Court shall retain jurisdiction of the Settlement Agreement for a period of seven years from the effective date of this Agreement for the sole and limited purpose of permitting any party to apply to the Court, by motion and in accordance with the Federal Rules of Civil Procedure, for such further orders as may be necessary or appropriate to enforce the obligations in this agreement, but not for modification. This Agreement may not be modified except by the consent of all of the parties to this Agreement.

22. Any allegation of a failure to comply with the terms and conditions of this Agreement by one or more of the parties shall be by written notice to the undersigned counsel. Said notice shall specify the facts supporting the allegation, and shall precede the filing of any motion to enforce the terms of this Agreement. Upon receipt of said notice by counsel, the alleged defaulting party shall either remedy the alleged failure and so notice all other counsel in writing or provide written explanation within thirty (30) days. At the end of such period, if the issue is not resolved, any party may seek relief from the Court.

23. This Settlement Agreement is binding on all parties and their successors, assigns, representatives, and trustees and shall be null, void, and of no force or effect if this Court does not approve this settlement, except that nothing in this Settlement Agreement shall be construed to waive rights to assert claims for relief from future violations of laws and regulations.

24(a). To enable the plaintiff class to monitor the implementation of this Settlement Agreement, OHA shall provide to HUD, and HUD shall regularly provide to counsel for plaintiff class, the data and reports listed in Appendix C, attached hereto, with the exception of census tract information for the scattered-site replacement housing referred to in paragraphs B and C of Appendix C, which information shall be provided to counsel for the plaintiff class by HUD. Such information shall be provided on the schedule set forth in Appendix C.

(b). Nothing in this Agreement shall affect HUD's existing right to require OHA to submit such additional information and reports as HUD may deem necessary.

25. Defendants shall not be obligated to carry out any term of this Agreement if any otherwise applicable current or future, state or federal, statute(s) or regulation(s) preclude the defendants from complying with, or withdraw defendants' authority to perform, that term.

26. This Agreement does not represent an admission of liability by any defendant.

27. The terms of this Agreement constitute the entire

understanding among the parties, and no statement, remark, agreement or understanding, oral or written, which is not contained herein, shall be recognized or enforced.

Agreed:

FOR DEFENDANT OMAHA HOUSING
AUTHORITY

FOR THE PLAINTIFFS

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PROPOSED HOUSING MOBILITY PROGRAM

I. THE NATURE OF THE COUNSELING

A third-party not-for-profit organization (the counselling provider) shall carry out a mobility program whose purpose shall be to encourage Section 8 certificate/voucher holders to choose housing in racially non-impacted areas unfamiliar to them. The counseling provider will offer the following services:

A. The initial counseling session1. Substance of personal briefings

The provider will design and conduct an initial counseling session that stresses that the mobility program affords an opportunity for greater economic independence in a community where jobs, as well as better housing, may be more available. The briefings should cover detailed explanations on the following:

- (a) the calculation of 30% of income,
- (b) fair market rent schedules and exceptions,
- (c) utility allowances,
- (d) security deposits,
- (e) the forms used in Section 8 program administration,
- (f) an explanation of portability,
- (g) the forms of racial and familial discrimination, the rights protected by the Federal Fair Housing Act, those of the State of Nebraska and the City of Omaha, and what to do if discrimination occurs.
- (h) the nature of the additional services that will be available to them if they wish to continue a program of mobility counselling

2. Written materials to be provided to the counselees

The provider shall prepare a package of attractive, readable materials to be provided to all counselees. This material shall include:

- (a) a description of the residential areas of Omaha,
- (b) average rental prices, fair market rents,
- (c) identification of community resources and services,
- (d) information on employment levels and wages.
- (e) samples of newspapers, with rental listings and information on when they are published and where they can be secured, shall also be provided.

B. Additional Mobility Services To Be Offered

At the initial counseling program, counselees will be offered the opportunity, financial resources of the counseling provider permitting, to receive additional counseling and support through an individual counselor which will be assigned to the counselees. These additional services may include one or more of the following elements.

1. The opportunity to receive neighborhood-specific information to allow families to access housing in areas unfamiliar to them, including information about transportation to and from the housing; information on social services, employment and training opportunities, crime rates; schools available in the neighborhoods in question; and procedures for transferring or enrolling school-age children.
2. The opportunity to view housing and schools in such areas through an escort service (use of a van shall be considered).
3. Counseling on housing search techniques to provide assistance in how low-income families can successfully present themselves as prospective tenants to undecided landlords in non-impacted areas, including accompanying them to interviews where requested to do so.
4. Assistance in conducting physical inspections of the units.
5. Assistance in preparing any necessary paperwork attendant to the move.
6. Assistance in the actual move-in.
7. Continued contacts after move-in to resolve problems.

C. Additional Non-Counseling Activities

The provider shall encourage private housing landlords, in racially non-impacted areas, to accept Section 8 voucher/certificate holders who choose areas unfamiliar to them. The provider will make the names of these landlords available to counselees as part of the initial counseling session described in Section II.A.

D. Guarantee of Full Counseling Services to All Counselees Not Required

The counseling provider may not have the financial resources to be able to offer the full range of the counseling services described in Section II.B. to all of the counselees who may wish to receive these services. In the event that the financing/resources available to the counseling provider in any given year are inadequate to supply the full range of counseling services to all willing counselees, it will be incumbent on the counseling provider to apportion these counseling services among the counselees, provided, however, that in so apportioning its services, it will give priority to providing full counseling services for the holders of the 100 certificates and vouchers referred to in paragraph II.A., below, and to the displacees whose units are demolished pursuant to the plans referred to in paragraphs 5(a) and 5(b) of the Settlement Agreement.

II. THE SCOPE OF THE PROGRAM

A. Linking counseling services to the 100 certificates

As part of the proposed Settlement Agreement, HUD will provide to the OHA 75 certificates and 25 vouchers to be offered to the Logan-Fontenelle displacees first and then to others on the Section 8 waiting list. For 120 days after issuance, these certificates/vouchers may not be used to rent housing in census tracts with over 35% minority population or in Census Tract 58 as that tract is defined in the 1990 Census. Thereafter, the certificates may be reissued by OHA without any limitation under this Agreement and in accordance with the OHA's ordinary policies and procedures. In addition, individuals eligible to receive these certificates will be informed that their participation in the full counseling program offered by the counseling provider (described above in II.A and II.B) is required in order for them to receive one of these 100 certificates. In addition, pursuant to paragraph 5(b) of this Agreement, each displacee who expresses a preference for Section 8 will be required to attend the initial counseling session described in Appendix B, II.A before being allowed to receive a certificate.

B. Soliciting participation from the remainder of the waiting list

The OHA presently holds frequent "update" meetings for small groups of persons approaching the top of the Section 8 waiting list in order to ensure that the information establishing their eligibility is still current. In addition, OHA holds briefing sessions for larger groups during which available Section 8 certificates are actually distributed. Representatives of the counseling provider will be permitted to attend any or all of these "update" or briefing sessions for the purposes of offering supplemental counseling and informing Section 8 applicants, both orally and through the distribution of written materials, about the counseling and services available through the counseling provider.

III. REPORTING REQUIREMENTS

On an annual basis, the counseling provider will supply the OHA, HUD, and counsel for the plaintiff class with a report providing operational details of its activities during the preceding year. This report shall include:

1. The identities of the people to whom initial counseling services were provided;
2. The identities of the people to whom extended counseling and supportive services were offered and the nature and extent of those services;
3. Information concerning where the individuals who received extended counseling or supportive services found housing following the receipt of the services and/or counseling.
4. A statement of accounts detailing how funds were spent during the preceding year and an anticipated budget for the following year.

IV. ADMINISTRATION OF THE PROGRAM

The funds for this mobility program, specified in paragraph 12 of the Settlement Agreement shall be funnelled through the OHA to a subcontractee, but HUD will assume primary responsibility as the managing agent for the oversight of the subcontractee's performance. No funds will be paid or disbursed by the OHA to the counseling provider without written direction from HUD. HUD will also select the entity that will serve as the counseling provider.

APPENDIX C
INFORMATION COLLECTION

MONITORING

Annual Reports

A. Tenancy of existing scattered-site units

New placements: race and address.

B. Scattered-site housing purchases made pursuant to a replacement plan submitted in connection with the demolition proposals for Logan Fontenelle South, Hilltop or Pleasantview Towers East and West

Addresses, units per address, bedrooms per unit, census tract.

C. Scattered-site housing construction pursuant to a replacement plan submitted in connection with the demolition proposals for Logan Fontenelle South, Hilltop or Pleasantview Towers East and West

Addresses, units per address, bedrooms per unit, census tract.

D. Tenancy of non-elderly multi-family public housing projects

Racial composition by project

Placement information: race of tenant, project where placed, bedroom size of unit

Vacancy information: number of units vacant at end of reporting period, number and bedroom size of each such unit.

E. Information concerning displacees displaced in connection with the demolition proposals for Logan Fontenelle South, Hilltop and Pleasantview Towers East and West

Race of displacee, address where placed or where Section 8 certificate redeemed, and bedroom size of unit.

F. Information concerning "Logan-Fontenelle displacees"

Race of displacee, address where placed or where Section 8 certificate redeemed, and bedroom size of unit. This information is to be provided by OHA to the plaintiffs six months after the last "recounseling" meeting mentioned in paragraph 1(e).