



**VOLUNTARY COMPLIANCE AGREEMENT/CONCILIATION
AGREEMENT**

Between

United States Department of Housing and Urban Development

And

Harris County, Texas

Under

Title VI of the Civil Rights Act of 1964

And

Section 109 of the Housing and Community Development Act of 1974

And

Title VIII of the Civil Rights Act of 1968

HUD CASE No.:

06-22-4907-6 (Title VI)

06-22-4907-9 (Section 109)

06-22-4907-8 (Title VIII)

I. PARTIES AND JURISDICTION

1. The Parties to this Agreement are the U.S. Department of Housing and Urban Development (HUD), **NAME REDACTED** (Complainant), and Harris County, Texas (“County” or “Recipient”).¹
2. Complainant is an individual who alleges that the County discriminated against him based on race and national origin in operating a mandatory buyout program in violation of Title VI, Section 109, and the Fair Housing Act. This mandatory buyout program included acquisition of Complainant’s home.
3. Recipient receives federal financial assistance from HUD, as defined at 24 C.F.R. §§ 1.2(e) and 1.3, through the Community Development Block Grant (CDBG) program, the HOME program, the Emergency Solutions Grant (ESG) program, the CDBG-Disaster Relief (DR) program, and the CDBG-Mitigation (MIT) program. As a recipient of HUD assistance, Recipient is subject to various Federal civil rights laws and regulations, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. and its implementing regulations at 24 C.F.R. Part 1 (Title VI), and Section 109 of the Housing and Community Development Act of 1974, and its implementing regulations at 24 C.F.R. Part 6 (Section 109). Recipients are also required to comply with Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (Fair Housing Act) in the administration of any mandatory or voluntary buyout program, as defined by this agreement.
4. Recipient includes any officers, directors, agents (including contractors), employees, successors, assigns, or subrecipients of the County. Recipient also includes any instrumentality of the County, or political subdivision, any public agency, institution, organization, or other entity, to whom federal financial assistance is extended, directly to or through the County, for any program or activity, or who otherwise participates in carrying out such program or activity. Recipient as referenced in this Agreement includes Harris County Flood Control District. 24 C.F.R. § 1.2(f).

II. BACKGROUND

5. This agreement arises from a complaint filed by Complainant on May 26, 2022, alleging that Complainant was discriminated against based on race and national origin in violation of the Fair Housing Act, Title VI, and Section 109 in the design and operation of Recipient’s Post Disaster Relocation and Buyout Program.
6. Recipient denies Mr. **NAME REDACTED**’s allegations of discrimination and HUD has made no finding of discrimination. Recipient enters into this agreement solely as a means of satisfactorily resolving this dispute.

¹ While the complaint also named the Texas General Land Office (“GLO”) as a second respondent/recipient, this Agreement is limited to resolution between HUD and Harris County, Texas, of the civil rights concerns arising from HUD’s preliminary investigation.

7. The Parties enter into this Voluntary Compliance Agreement/Conciliation Agreement (“VCA/CA”) to voluntarily resolve HUD’s investigation pursuant to Title VI, Section 109, and Title VIII. *See* 24 C.F.R. §§ 1.7(d); 6.11(e). In order to resolve HUD Case Numbers 06-22-4907-6, 06-22-4907-9, and 06-22-4907-8, Complainant and Recipient agree to the terms specified herein.
8. This Agreement incorporates by reference all definitions under HUD’s Title VI regulations at 24 C.F.R. part 1, HUD’s Section 109 regulations at 24 C.F.R. part 6, as well as the Fair Housing Act and its implementing regulations at 24 C.F.R. part 100, as such definitions exist as of the effective date of this agreement and as amended.

III. DEFINITIONS AND TERM

9. The following terms shall have the meanings set out herein:
 - a. **Days** means and refers to calendar days.
 - b. **Effective Date** means and refers to the date of the last signature in Section VII of this Agreement.
 - c. **Parties or The Parties** means HUD, Recipient, and **NAME REDACTED**.
 - d. **Mandatory Buyout** means a non-voluntary process by which the Recipient purchases existing properties from homeowners in qualifying high flood risk areas, provides relocation and housing of last resort benefits to the occupants based on Uniform Relocation Act guidelines to move households to neighborhoods of the occupants housing choice, provides incentive to assist with relocation, existing structures are demolished, and land is converted to public use in order to reduce risk from future flooding events. Recipient may exercise its authority of eminent domain to complete purchases.
 - e. **Voluntary Buyout** is an optional process by which the Recipient acquires existing properties from homeowners in qualifying high flood risk areas, provides relocation and incentive benefits, existing structures are demolished, and land is converted to public use in order to reduce risk from future flooding events.
 - f. **Substantial Amendment** is an amendment that, at a minimum, indicates a change in a program benefit or eligibility criteria; the addition or deletion of an activity; a proposed reduction in the overall benefit requirement, or the allocation or reallocation of a monetary threshold specified by the grantee in their action plan.
10. This Agreement shall govern the conduct of the Parties for a period of two (2) years from the Effective Date of the Agreement.

REMEDIAL ACTIONS

A. NON-DISCRIMINATION

11. Recipient shall comply with all provisions of Title VI and HUD's implementing regulations at 24 C.F.R. Part 1. HUD's Title VI regulations provide that no person 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 from the Department of Housing and Urban Development. 24 C.F.R. §§ 1.1; 1.4(a)
12. Recipients shall not discriminate in violation of the Fair Housing Act and HUD's implementing regulations at 24 C.F.R. Part 100. HUD's Fair Housing Act regulations provide that it shall be unlawful, because of race, color, religion, sex, disability, familial status, or national origin, to engage in any conduct relating to the provision of housing or of services and facilities in connection therewith that otherwise makes unavailable or denies dwellings to persons. See 24 C.F.R. §100.70(b).
13. Recipients acknowledge that it is unlawful to impose different terms, conditions or privileges relating to the sale or rental of a dwelling or to deny or limit services or facilities in connection with the rental of a dwelling because of race, color, religion, sex, disability, familial status, or national origin. See 24 C.F.R. §100.65(a).
14. Recipient, in determining the types of housing, accommodations, facilities, services, financial aid, or other benefits which will be provided under any such program or activity, or the class of persons to whom, or the situations in which, such housing, accommodations, facilities, services, financial aid, or other benefits will be provided under any such program or activity, or the class of persons to be afforded an opportunity to participate in any such program or activity, shall not, directly or through contractual or other arrangements, utilize 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 accomplishment of the objectives of the program or activity as respect to persons of a particular race, color, or national origin. 24 C.F.R. § 1.4(b)(2)(i)
15. Recipient will affirmatively further fair housing, meaning that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. 24 C.F.R. § 5.151.
16. Recipient acknowledges that it is unlawful to intimidate, threaten, coerce, or retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under Title VI. 24 C.F.R. § 1.7(e).

B. INDIVIDUAL RELIEF

17. Subsequent to the filing of the complaint, Mr. **NAME REDACTED** and Recipient

reached agreement to prevent the full acquisition of his property pursuant to Recipient's mandatory buyout program by letter agreement dated May 10, 2023, executed by Recipient and Mr. **NAME REDACTED** ("the **NAME REDACTED**-County Settlement Agreement"). In the **NAME REDACTED**-County Settlement Agreement, Complainant and Recipient mutually agreed to certain terms, including that Recipient would limit its condemnation to a certain limited tract of taking of land on Complainant's property, combined with certain leaseback rights for Complainant and other related terms. Based on this relief, Complainant has agreed to administratively close his complaint of HUD Case Number 06-22-4907-8. The determination of matters related to the condemnation, including just compensation for the more limited taking of Complainant's property remains outstanding, and nothing in this VCA/CA should be read to interfere with the rights or processes provided pursuant to the terms of the agreement or other applicable law between Complainant and the Recipient.

C. EQUITABLE BUYOUT INITIATIVE

18. Recipient acknowledges that it must comply with Title VI and HUD's regulations at 24 C.F.R. part 1, and Section 109, and HUD's regulations at 24 C.F.R. part 6, in the design and administration of any buyout program that it operates using Federal financial assistance from HUD, including CDBG-DR or CDBG-MIT funds. To prospectively effectuate compliance with Title VI, Section 109, and the Fair Housing Act, Recipient agrees to the following:
 - a. Notice of Rights for Targets of Mandatory Buyouts
 - i. Within fifteen (15) days of this Agreement, Recipient will provide the remaining acquisition targets (property owners) of its Mandatory Buyout program with the Notice, attached as Appendix A to this agreement. The Notice shall be provided in Spanish and English.
 - ii. In implementing any future HUD funded Mandatory Buyout programs, Recipient will provide targets of the Mandatory Buyout with the Notice, attached as Appendix A to this agreement, through a flyer mailed to the target, written in Spanish and English. The Notice shall be also posted in Spanish and English and posted on Harris County's Disaster Recovery Website ([Post Disaster Relocation and Buyout Program \(harrisrecovery.org\)](https://www.harrisrecovery.org)) or other web accessible location.
 - b. Preventing Disparate Harm: To prevent unjustified discriminatory impacts in the design and administration of future HUD funded mandatory buyout programs, Recipient will develop an Equity Buyout Initiative Protocol. The Equity Buyout Initiative Protocol will support and be in furtherance of Recipient's satisfaction of its Fair Housing and Civil Rights requirements as part of any CDBG-DR or MIT Action Plan, or any substantial amendment thereto, following the effective date of this Agreement. *See* CDBG-DR Universal Notice, III.C.1.d. Fair Housing, civil rights data, and advancing equity. At least forty-five (45) days prior to the

submission of any Action Plan or amendment thereto seeking to implement a mandatory buyout program for the term of this Agreement, Recipient will provide a draft for HUD review and approval of a mandatory buyout protocol that describes the steps Recipient will take to prevent unjustified discriminatory impacts, at minimum:

- i. Addresses the steps Recipient will take to ensure that it will not adopt criteria or other methods of administration that have the effect of subjecting Black and Hispanic communities to discrimination in the design and operation of its buyout program;
 - ii. Addresses affirmative marketing, consistent with its Language Access Plan, and other efforts, to ensure that members of protected groups are able to fully access the benefits identified in the Buyout program's Guidelines.
- c. Ensuring Equal Access to Buyout Benefits: Nothing in this Agreement shall be construed to prohibit Harris County from offering mandatory buyouts to Black and Hispanic households and communities where the Recipient determines that such buyouts will (1) increase the safety of the resident(s) identified for a buyout; (2) are necessary to prevent damage associated with repetitive flooding; and (3) will not result in an unjustified discriminatory impact on these communities. Where, following the analysis set out in paragraph (b), Preventing Disparate Harm, the county determines that these criteria are met, it will develop a buyout plan by:
- i. At least forty-five (45) days prior to the submission of any Action Plan or amendment thereto seeking to implement a mandatory buyout program for the term of this Agreement, convening a meeting with the HUD individuals identified in Section VI where it will present the findings of its analysis completed pursuant to paragraph (c) and present a buyout plan that will be operated consistent with applicable civil rights laws and requirements.
 - ii. The mandatory buyout plan will detail how Black and Hispanic communities will benefit equitably and commensurate with need from the buyout program, including appropriate URA compliant housing and rental supports to facilitate moves to lower flood-risk, well-resourced areas.
 - iii. Following this meeting, HUD will have thirty (30) days to review and approve the mandatory buyout plan, or request to additionally confer with Recipient on proposed edits to the plan. Any edits provided by HUD on the Equitable Buyout Plan will be supported by technical assistance from HUD.
 - iv. If Recipient establishes multiple mandatory buyout programs during the term of this Agreement, Recipient may utilize prior Buyout Plans reviewed and approved by the Department under this provision if the Department determines a prior Buyout Plan satisfies the analysis required herein, such as where buyout areas are identical.

d. Title VI and Limited English Proficiency (LEP)

- i. Training: Within ninety (90) days of this Agreement, Recipient agrees to provide Title VI and limited English proficiency training to all Harris County Community Services Department HUD funded mandatory buyout staff, including its mandatory buyout program vendors, who interact with the public. Recipient shall train staff on Title VI obligations, including the obligation to provide meaningful access to persons who are limited English proficient. This will include training on the Title VI regulatory requirements and HUD's LEP Final Guidance.

VI. MISCELLANEOUS PROVISIONS

19. This Agreement, after it has been executed by the FHEO Regional Director or his or her designee, is binding upon Recipient, and its employees, contractors, agents, and successors.
20. This Agreement shall not be construed to limit or reduce the obligation of Recipient, and Recipient's programs, services, and activities, to comply with federal civil rights laws and implementing regulations, including Title VI and the Fair Housing Act, and their respective implementing regulations.
21. Upon execution of this Agreement by the FHEO Regional Director, or his or her designee, it is a public document.
22. Upon execution of this Agreement, Recipient shall provide notice of the terms of this Agreement to the employees of the Harris County Community Services Department, Project Recovery Program and Real Property Division, and Harris County Flood Control District.
23. This Agreement does not diminish the ability of any person or class of persons to exercise their rights under Title VI or the Fair Housing Act, or any other federal, State, or local civil rights statute or authority with respect to any past, current, ongoing, or future actions. This Agreement does not create any private right of action for any person or class of persons not a Party to this Agreement.
24. Agreement does not in any way limit or restrict FHEO's authority to investigate any other complaint involving Recipient or to conduct a compliance review pursuant to Title VI, or to investigate allegations pursuant to the Fair Housing Act, or any other authority within HUD's jurisdiction.
25. This Agreement does not commit HUD to provide any additional federal financial assistance for the purpose of carrying out Recipient's obligations under this Agreement beyond the federal financial assistance already allocated to Recipient.
26. The individuals named in Section VI, below, will monitor whether Recipient has satisfactorily complied with the provisions set forth in this Agreement. FHEO may

seek to amend the Agreement if FHEO determines that it is in the best interests of the Parties. FHEO may conduct an on-site or any other review of Recipient's compliance with the provisions of this Agreement, and, upon reasonable notice by HUD, Recipient will grant HUD's employees access to its premises, records, and personnel during normal business hours throughout the term of this Agreement pursuant to 24 C.F.R. § 1.6(c)

27. If applicable laws, regulations, or guidance are changed or clarified in a manner that would affect the provisions of this Agreement, then the parties shall confer in good faith to determine any appropriate modifications to this Agreement.
28. This Agreement, and the **NAME REDACTED**-County Settlement Agreement, are the entire agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by any Party shall be enforceable by HUD. This Agreement does not remedy any other potential violations of Title VI, Section 109, the Fair Housing Act, or other federal law. This Agreement does not relieve Recipient of its continuing obligation to comply with all aspects of Title VI, Section 109, and the Fair Housing Act. This paragraph does not in any way interfere with the rights and responsibilities of Complainant and Recipient under the terms of the **NAME REDACTED**-County Settlement Agreement described in paragraph 17 above, to which HUD is not a party, and the enforceability of which is governed exclusively by the terms of that Agreement.
29. 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 constitute one document.

VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

30. FHEO will monitor Recipient's implementation of this Agreement. At its discretion, FHEO may convene meetings with Recipient's designated staff or authorized representative, to discuss progress in implementing the Agreement, propose modifications, or conduct other business with respect to this Agreement.
31. Recipient shall submit all items required under Paragraph 18 consistent with the deadlines setout therein, to amy.gioletti@hud.gov, Nandinee.k.kutty@hud.gov, ada.r.thomas@hud.gov, paul.i.osadebe@hud.gov, and joshua.r.gillerman@hud.gov.
32. Failure to carry out any term of this Agreement resulting in a material breach may result in the suspension or termination of, or refusal to grant or to continue federal financial assistance to Recipient, 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.
33. Upon notice that HUD has referred this Agreement to the Department of Justice, all items that are required to be submitted to HUD shall be submitted to both HUD and the Department of Justice.

34. Should FHEO learn of Recipient's noncompliance with this Agreement, FHEO will provide notification to the Recipient's highest-ranked official, or designee, via email to cases@harriscountytexas.gov. Recipient will have forty-five (45) days to cure the breach following the date of the email notice. If failure to cure occurs, FHEO may take appropriate enforcement action, including referring this Agreement to the Department of Justice. *See* 28 C.F.R. § 50.3.
35. FHEO reserves the right to refer this Agreement to the Department of Justice without providing an opportunity to cure in the following circumstances:
 - a. Notification by Recipient of intent to engage in an action that would breach this Agreement;
 - b. Significant non-compliance with this Agreement;
 - c. Breaches that are not reasonably curable; or
 - d. Any breach that by its nature constitutes noncompliance with civil rights requirements.
36. In the event that Recipient fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from FHEO, FHEO may enforce that provision by any contractual, statutory, or regulatory remedy available to HUD.
37. Failure by FHEO 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 Respondent under this Agreement.
38. This Agreement may not be revised, except upon the mutual agreement of the Parties in writing attested to by the signatures of all Parties to the revision.

VIII. SIGNATURES

For Complainant:

NAME REDACTED, Complainant

Date

For Harris County:

Lina Hidalgo, County Judge

Date

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

Christina Lewis
Regional Director of the Office of Fair Housing and
Equal Opportunity, Region VI

Date

APPENDIX A-NOTICE

Re:

Dear [INSERT ACQUISITION TARGET NAME]

Harris County Community Services Department (HCCSD) intends to acquire a portion of the property you currently own and occupy at [INSERT PROPERTY NAME] as part of the Post Disaster Relocation and Buyout Program.

MANDATORY BUYOUT

Please be advised, this program is a mandatory buyout program being undertaken by Harris County under funding assistance from the U.S. Department of Housing and Urban Development (HUD). A mandatory buyout means that Harris County may use its power of eminent domain to acquire the properties located within a designated mandatory buyout area, including the above referenced property.

This is not a notice to vacate the premises.

This is not a notice of relocation eligibility.

This notice and the included attachments are intended to provide you with important information about your potential rights in the course of acquisition of the above referenced property, including your right to appeal the determination made by Harris County to acquire the property, your rights to file a civil rights complaint, and your rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).

ACQUISITION

If you disagree with the Agency's decision to acquire your property, including the scope of the acquisition, you may appeal that decision with a representative of Harris County by calling the number referenced below or emailing RebuildHarris@csd.hctx.net.

The enclosed documents “Landowner Bill of Rights” and “When a Public Agency Acquires your Property” provide a more detailed explanation of the process of valuing and formally acquiring a property, which may include an evidentiary hearing. You may choose to be represented by private legal counsel during this process.

RELOCATION ASSISTANCE

You may also be displaced as a result of the proposed project. Therefore, you may be eligible for relocation assistance and payments under the URA, if the proposed project receives HUD funding

and if you are displaced as a result of acquisition, rehabilitation or demolition for the project.

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation Advisory Services including help to you find another place to live; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; and 4) Replacement housing payments, increased interest cost payments, and some of the costs incidental to the purchase of a replacement home, if you actually owned and occupied the home for at least 90 days immediately before the first written offer to purchase was made. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered. The enclosed HUD brochure, "Relocation Assistance To Displaced Homeowner Occupants" provides a more detailed explanation of this assistance and other helpful information.

(NOTE: Pursuant to Public Law 105-117, individuals not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

Please be advised that you should continue to pay your mortgage and meet any other obligations as specified. If you choose to move prior to receiving a formal notice of relocation eligibility you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans.

Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation payments or assistance at this time. If you are determined to be displaced and are required to vacate the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to be displaced, you will also be notified in writing.

RIGHT TO FILE A CIVIL RIGHTS COMPLAINT

Yes. If you believe the mandatory buyout program is subjecting you to discrimination, you may file a complaint by contacting HUD's Office of Fair Housing and Equal Opportunity at (800) 669-9777. Housing discrimination complaints may also be filed by going to hud.gov/fairhousing.

If you have any questions about this notice or the proposed project, please contact us at (832) 927-4961.

Sincerely,

Harris County Project Recovery