

assigns and DHA, its employees, past, present and future officers to the terms expressed herein.

4. The Parties acknowledge that they are settling the Lawsuit solely to avoid the difficulty, expense and uncertainty of further litigation. It is expressly understood and agreed that the terms hereof are contractual and not merely recitals and that the consideration transferred herein is to compromise disputed claims, avoid litigation, and buy peace, and that no payments made nor releases or other consideration given shall be construed as an admission of liability on the part of DHA, the Texas Municipal League Intergovernmental Risk Pool, or any other person, entity, parties, firm, association or corporation, in privity with DHA or the Texas Municipal League Intergovernmental Risk Pool, all liability being expressly denied. The Parties further agree that this Agreement, its terms and/or the Parties' negotiations of it shall not constitute or be construed as an admission by DHA of the truth of any of the allegations made or of any liability, fault, or wrongdoing of any kind whatsoever. This Agreement or any of its terms shall not be offered as or received into evidence in any pending or future civil, criminal or administrative proceeding or action against any Party hereto in any court, administrative agency or other tribunal, for any purpose whatsoever, except as may be necessary to enforce or to effectuate the terms of this Agreement.

5. In exchange for the execution of this Agreement and dismissal of the Lawsuit with prejudice (as described and with the conditions expressed below), the Parties agree as follows:

- a. DHA agrees to make a total of five (5) Tenant-Based Vouchers ("TBV's") per year available to persons or households referred by CPSH between December 15, 2019 and December 14, 2020, December 15, 2020 and December 14, 2021, and December 15, 2021 and December 14, 2022, which amounts to a total of fifteen (15) TBV's over this three (3) year period. The parties also affirm that this Agreement does not preclude CPSH from referring additional individuals with disabilities to DHA.
- b. DHA agrees to make a request upon the U.S. Department of Housing and Urban Development ("HUD") to convert a total of five (5) tenant-based Mainstream Vouchers per year for calendar year 2020, calendar year 2021 and calendar year 2022, to project-based vouchers. This will amount to requests by DHA to HUD to allow the conversion of a total of fifteen (15) tenant-based Mainstream Vouchers to project-based vouchers ("PBV's) over this three (3) year period, and is subject to Mainstream Voucher funding availability. In the event that HUD grants one or more of DHA's requests to convert tenant-based Mainstream Vouchers to PBV's, within forty-five (45) days after receiving notice from HUD of the conversion of any such tenant-based Mainstream Vouchers to PBV's, DHA will issue a Request for Proposals ("RFP") for all such converted PBV's. The Parties agree that any such RFP will be issued in accordance with DHA's Procurement Procedures then in effect, and will require compliance with all applicable Federal civil rights and fair housing laws and requirements, including Section 504 and HUD's implementing regulation at 24 C.F.R. part 8. In addition, the Parties agree that any such RFP relating to Mainstream Vouchers converted to PBV's

- will not be limited to a specific class of individuals with disabilities, except where provided under law and/or with respect to the eligibility criteria required for Mainstream Vouchers. If, however, HUD denies one or more of DHA's request to convert the aforementioned tenant-based Mainstream Vouchers to PBV's, DHA agrees to make any such non-converted tenant-based Mainstream Vouchers available to CPSH within forty-five (45) days after receiving notice from HUD of the denial of any such conversion request. Furthermore, in the event that a lack of Mainstream Voucher funding availability precludes DHA from requesting conversion of any of the fifteen (15) Mainstream Vouchers referenced in the first sentence of this subparagraph, DHA agrees to replace any of the fifteen (15) Mainstream Vouchers that it cannot make available due to lack of Mainstream Voucher funding availability with TBV's which DHA will make available to CPSH-referred persons or households.
- c. The parties agree to meet within thirty (30) days from the date this Agreement is executed to develop a plan about how to work cooperatively on the actions described in this Agreement in light of their mutual desire to increase communication between the two organizations and to discuss next steps to make the vouchers described in this Agreement available.
 - d. DHA agrees to revise its Request for Reasonable Accommodation form as reflected in the attached Exhibit "A".
 - e. The Texas Municipal League Intergovernmental Risk Pool, on behalf of DHA, will pay \$100,000.00 (One Hundred Thousand and No/100 Dollars) payable to Relman, Dane & Colfax PLLC (this \$100,000.00 payment and the vouchers referenced in paragraphs a. and b. above shall hereinafter be referred to collectively as the "Consideration"). This payment will be made not later than two (2) business days after all of the parties to this agreement have executed this agreement.
 - f. The Parties and their counsel have jointly agreed upon a press release relating to the settlement of this case which may be transmitted to the media, and/or published on DHA's and CPSH's websites, social media, newsletters or otherwise.

6. In consideration of the above, the Parties also covenant and agree to the following:

- a. The CPSH Plaintiffs agree to follow the rules, conditions, and procedures for obtaining housing under DHA's Section 8 Housing Choice Voucher policies, federal statutes, and regulations, upon receipt of any vouchers.
- b. Upon the acceptance of this agreement, CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman forever and unconditionally release and hold harmless DHA, and their past and present officers, directors, trustees, agents, employees, attorneys, representatives, predecessors, successors, assigns, the Texas Municipal League Intergovernmental Risk Pool, Gerald Bright, David Craft and Walker Bright PC, from any and all claims, complaints, or causes of action of any nature whatsoever, known or unknown, which has/have been asserted or could be asserted

by CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman or anyone claiming by, through or under CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman as a result of or relating to the Lawsuit and the allegations made in the Lawsuit and subsequent Appeal, accruing on or before the date CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman execute this agreement, arising out of or relating to any of the claims made by CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman in the Lawsuit and the appeal of same, including but not limited to any and all claims for or arising under the Fair Housing Act, the Americans with Disabilities Act Title II, Section 504 of the 1973 Rehabilitation Act and any other provision of law that could have been alleged in their lawsuit.

- c. Upon the acceptance of this agreement, DHA forever and unconditionally releases and holds harmless CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman, and CPSH's past and present officers, directors, trustees, agents, employees, attorneys, representatives, predecessors, successors, assigns, from any and all claims, complaints, or causes of action of any nature whatsoever, known or unknown, which has/have been asserted or could be asserted by DHA or anyone claiming by, through or under DHA as a result of or relating to the Lawsuit and the allegations made in the Lawsuit and subsequent Appeal, accruing on or before the date DHA's authorized representative executes this agreement, arising out of or relating to any of the claims that were made or which could have been made by DHA in the Lawsuit and the appeal of same.
- d. CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman acknowledge and the Parties agree that individuals or persons accepting any vouchers made available by DHA will remain subject to any and all of DHA's policies and procedures, HUD regulations and guidelines or any other Federal or State law, pertaining to DHA's Section 8 Housing Choice Voucher Program and/or the Mainstream Program, other than with respect to the Consideration expressed in this Agreement.

7. The Parties agree that this Agreement in no way constitutes a waiver by DHA of DHA's policies and procedures, HUD regulations and guidelines or any other action or right DHA may have under Federal or State law, other than with respect to the Consideration and the claims released herein under the conditions stated, by the execution of this Agreement.

8. The Parties further agree and acknowledge that the DHA makes no guarantee and has no control over whether the CPSH Plaintiffs and their families obtain housing other than with respect to the Consideration.

9. Upon the Parties' full execution of the Agreement, attorneys for the CPSH Plaintiffs will file with the court in the Appeal an agreed motion for dismissal and proposed order as to same and will thereby dismiss with prejudice all of the claims and causes of action in the Appeal and the Lawsuit, with the express agreement and understanding that the DHA is under no obligation under the Agreement if the Appeal is not dismissed with prejudice by the Fifth Circuit Court of Appeals. The CPSH Plaintiffs further agree not to file or refile

a lawsuit against DHA and/or any of its employees on any of the claims released in paragraphs 6b and 6c above.

10. A breach of any term of this Agreement shall give the other party the right to seek monetary damages and other relief for such breach. In any such action, the prevailing party shall be entitled to reasonable attorneys' fees as a part of its costs.

12. This Agreement may be signed in multiple counterparts, each of which shall constitute an original and all of which together shall be considered one instrument. A facsimile, photocopy, or other reproduction of this Agreement or a signature on it shall be as effective as the original Agreement or signature.

13. The provisions of this Agreement are severable. If one or more provisions is determined to be invalid, illegal, or otherwise unenforceable in whole or in part, the remaining provisions, and any partially enforceable provisions, shall be binding and enforceable.

14. It is understood and agreed by each of the CPSH Plaintiffs and DHA that this Agreement is a general release, intended to be full and complete without limitation, except as expressed herein. This Agreement contains the entire agreement between the Parties relating to matters within its scope and constitutes the extent of the consideration and any other consideration for the release contained herein. The terms of this Agreement are contractual and not mere recitals.

15. Each party will bear their own costs and attorneys' fees incurred as a result of the dispute made the basis of the Lawsuit and subsequent appeal, other than as stated herein.

16. The Parties to this Agreement represent and warrant that they have entered into this Agreement of their own free will and in accordance with their own judgment and after consultation with their attorneys, and that they have not been induced to enter into this Agreement by any statement, act, or representation of any kind or character on the part of any other Party hereto, or their agents, servants, employees, representatives, attorneys or affiliated or related entities.

17. The Parties through their respective counsel have negotiated this Agreement. The Parties warrant, represent and agree that they are not relying on the advice of any other Party, or anyone associated with any other Party, as to the legal or other consequences of any kind arising out of this Agreement.

18. The Parties through their respective counsel mutually drafted this Agreement and it is the product of arms-length negotiations, and, therefore, this Agreement shall not be construed more strictly against any party (the Parties expressly waive any rule of contract construction that relates to the identity of the person(s) who drafted this Agreement or to the effect that any ambiguity would be construed against the drafting party).

19. The Parties acknowledge that this Agreement contains the entire agreement of the Parties, that all prior oral or written statements, representations, and covenants are merged into this Agreement, and that any other agreements not expressly stated herein are void and have no further force and effect. The Parties agree that the Agreement may not be amended or modified except by a subsequent, written agreement executed by all of the Parties.

20. This Agreement shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of Texas. This Agreement is performable in Dallas, Dallas County, Texas.

21. By their signatures below, each signatory hereto confirms that he/she: (a) is competent to enter into this Agreement and has read and understands this Agreement carefully and completely; (b) has been informed of his/her right to consult with legal counsel, has had ample opportunity to do so, and has in fact done so; and (c) understands and knowingly and voluntarily agrees to the terms, conditions, and waivers set forth in this Agreement. Furthermore, each signatory hereto that is signing on behalf of a corporate entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of such corporate entity, and that this Agreement is a valid and legal agreement binding on such corporate party and enforceable in accordance with its terms.

22. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

– signature pages to follow –

[The balance of this page is intentionally left blank.]

[SIGNATURE PAGES OMITTED]

EXHIBIT

A

Request For Reasonable Accommodation

This form is to be used by an individual with a disability who is applying for housing assistance or who is currently a participant in the programs administered by DHA Housing Solutions for North Texas. This form is used to request an accommodation, i.e., a change, an exception, or an adjustment to a rule, policy, practice, or service, or a modification that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling.

This form should be completed by the applicant/participant with a disability, unless such individual is a minor or cannot complete the form as a direct result of his/her disability. In such case, the designee of the applicant/participant or the responsible adult may complete the form.

If you need assistance in filling out this form, notify a DHA staff member for assistance. For additional information, contact the Section 504/ADA Coordinator at tel. 214-951-8348; 7-1-1 Relay Texas Assistance; or at e-mail 504/ADA@dhadal.com.

Date of Request: _____

1. Head of Household Name: _____

Date of birth: _____

Address: _____

Phone: _____

2. Name of the individual with a disability requesting the accommodation: _____

Date of birth: _____

Address: _____

Phone: _____

Relationship to the Head of Household: _____

3. Name of the person filling out this form, if not the individual listed in nos. 1 and 2 above: _____

Relationship to the individual listed in no. 2 above: _____

4. I need the following accommodation as a result of my disability (be specific about what you need without disclosing the nature and extent of your disability/medical condition):

5. *If you are requesting a live-in aide, you must answer the following questions:*

Full name of your prospective live-in aide: _____

Is your prospective live-in aide a current member of your household?

[] YES

[] NO

Note: DHA policy does not allow a current member of the household to serve as live-in aide for that household.

6. In response to a request for a reasonable accommodation, DHA may request reliable disability-related information that (1) is necessary to verify that the person has a physical or mental impairment that substantially limits one or more major life activities, (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation. For purposes of this verification process, provide the following:

Full name (first and last name) of a doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability:

Title of this doctor or other medical professional, peer support group, a non-medical service agency, or reliable third party: _____

Complete mailing address of this doctor or other medical professional, peer support group, non-medical service agency, or reliable third party:

Telephone and fax number of this doctor or other medical professional, peer support group, non-medical service agency, or reliable third party: _____

Authorization for Release of Information:

By my signature below, I authorize DHA to contact the healthcare professional listed in #6 above to verify that I, or a member of my assisted family, have a disability and need the accommodation specified above in #4, which is needed as a direct result of this disability. I acknowledge that I am a person authorized to sign this release. I understand that the information to be obtained will be kept confidential and will be used solely for the purpose of determining if the accommodation I have requested can be provided.

Name (printed):

Signature: _____ Date: _____

The Fair Housing Act prohibits discrimination in housing based on color, race, religion, national origin, sex, familial status, or disability.

Transmittal Page for Completed Request for Reasonable Accommodation

This page is to be completed by the DHA staff (Intake & Recertification, Public Housing, and Housing Choice Voucher Programs) working with the Housing Applicant or Participant (“Client”) requesting the reasonable accommodation. This page is for internal office use only.

Upon Client’s submission of a completed RRA form, DHA staff checks that the form has:

1. All names (first and last) of Head of Household, Individual with Disability requesting the accommodation, and Healthcare Provider;
2. Client’s complete and accurate mailing addresses (street number, apartment unit number, city, zip code);
3. Clear statement of the accommodation being requested (e.g., live-in aide, bathroom safety bars, an additional bedroom for medical equipment, assistance animal);
4. Complete and accurate contact information of Client’s doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability (mailing address, telephone number, fax number) and this person’s professional title (M.D., D.O., N.P., QMHP, others), if any;
5. Client’s signature and date on the Authorization for Release of Information.

Name of the Head of Household making this request: _____

Client number:

Name of the individual requesting the accommodation: _____

The client requesting this accommodation is a Public Housing:

Applicant Resident

The client requesting this accommodation is a Housing Choice Voucher:

Applicant Participant Walker YES NO

Printed name and signature of the DHA staff submitting this RRA:

Date: _____

Include any other pertinent information that may be useful to understand this request (except specific information about the client’s disability or medical condition):

EXHIBIT

B

DRAFT PRESS RELEASE

Dallas, Texas, December XX, 2019-- COMMUNITY FOR PERMANENT SUPPORTED HOUSING ("CPSH") along with individual plaintiffs and DHA, Housing Solutions for North Texas (also known as the Dallas Housing Authority or DHA) today announced that they entered into a settlement agreement in a pending housing discrimination lawsuit. This settlement agreement resolves issues related to the availability of Project-Based Vouchers for persons with Intellectual and Developmental Disabilities in the operating area of DHA: Collin, Denton, Dallas, Ellis, Kaufman, Rockwall, and Tarrant Counties, and reinforces commitments of all parties to improve housing opportunities for people with disabilities.

CPSH and DHA will work together to share information and key dates about voucher availability to people with disabilities, their families, service agencies, and property owners in the Dallas/Fort Worth ("DFW") area. CPSH will be among the organizations that will refer potential voucher holders to DHA.

"This settlement between COMMUNITY FOR PERMANENT SUPPORTED HOUSING and DHA will help us move forward to offer more safe, affordable housing options to people with disabilities. We encourage property owners to invest in homes for these underserved citizens. Through this program we hope to see many more people with disabilities move into housing of their choice throughout DFW." said Robin LeoGrande, President, COMMUNITY FOR PERMANENT SUPPORTED HOUSING.

Troy Broussard, DHA President and CEO, said "This settlement is consistent with DHA's longstanding, continuing and ongoing support for affordable quality housing for persons with disabilities. DHA assists 9,541 households where one or more persons assisted have a disability. This total represents 44% of the number of households served by DHA and we look forward to increasing the number served to benefit persons and families in need of our housing services."

COMMUNITY FOR PERMANENT SUPPORTED HOUSING is a charity that creates housing options with the North Texas community for adults with intellectual and developmental disabilities and social challenges regardless of IQ, as well as educational services for these adults and their families to encourage independent living. www.txcpsph.org or rleogrande@txcpsph.org

CPSH was represented in this matter by Relman, Dane & Colfax, PLLC, a Washington, D.C. based civil rights law firm, and by Disability Rights Texas.

DHA, Housing Solutions for North Texas provides quality, affordable housing to low-income families and individuals through the effective and efficient administration of housing assistance programs. The agency aims to create opportunities for program participants to achieve self-sufficiency and economic independence. DHA provides housing opportunities to 55,000 people through public housing developments and Housing Choice Voucher (Section 8) programs. Our mission is to provide affordable quality housing and access to supportive resources across North Texas. DHA is governed by its Board of Commissioners and the U.S. Department of Housing and Urban Development. DHA is an independent, local government entity, that is separate from the Dallas City Housing/Community Services Department. www.dhantx.com

DHA was represented in this matter by Walker Bright P.C. and Greg Mays of DHA's Office of the General Counsel.