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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED
FEB - 7 1995
NANCY DOHERTY, CLERK
NO. BY _____
Deputy

DEBRA WALKER, ET AL. *
v. *
U.S. DEPARTMENT OF HOUSING *
AND URBAN DEVELOPMENT, ET AL., *
and *
U.S. DEPARTMENT OF JUSTICE. *

CIVIL ACTION NO. BY _____
3:85-CV-1210-R
CLASS ACTION

ENTERED ON DOCKET
PURSUANT
TO F. R. C. P. RULES
58 AND 79a

ORDER ON THE ISSUE OF
THE USE OF VOUCHERS FOR ¶ 3.5 OF THE CITY DECREE

The City and HUD have requested a Court ruling on the use of 1,000 Section 8 vouchers offered by HUD to the City to assist the City in its efforts to comply with ¶ 3.5 of the City Consent Decree. Plaintiffs' filed a notice of their position on the issue.

The attached letter sets out the terms of the agreement between HUD and the City of Dallas on the subject of the 1,000 Section 8 vouchers provided by HUD to the City for the purpose of assisting the City in meeting its ¶ 3.5 City Consent Decree obligations. Based on the representations in the attached letter about the allocation and administration of the units, the City can count the 1,000 vouchers towards its obligations under ¶ 3.5 of the City Consent Decree, if received and used in accordance with the terms of the attached letter of agreement with the exception that plaintiffs and the City agree that DHA is eligible to do the mobility counseling.

7 FEB 95
Date

Jerry Budin
United States District Judge

RECORDED 435 1 0 1995

McKool Smith

A PROFESSIONAL CORPORATION • ATTORNEYS
300 Crescent Court, Suite 1500
Dallas, Texas 75201

Jeffrey A. Carter
Direct Dial: (214) 978-4006

Telephone: (214) 978-4000
Telecopier: (214) 978-4044

September 23, 1994

Mr. John W. Herold
Associate General Counsel
for Litigation
Department of Housing and
Urban Development
451 7th Street SW, Room 10258
Washington, D.C. 20410

Re: Debra Walker, et al. v. United States Department
of Housing and Urban Development, et al.,
Civil Action no. 3-85-1210-R
Agreement re 1000 \$8 Vouchers

Dear John:

This letter recites the understanding of the City of Dallas (the City) regarding the agreement reached by the City and the United States Department of Housing and Urban Development (HUD) on September 19, 1994, concerning the provision of additional \$8 vouchers to the City. If this letter accurately reflects HUD's understanding of the agreement, please sign or have a person authorized by HUD sign on the line provided below.

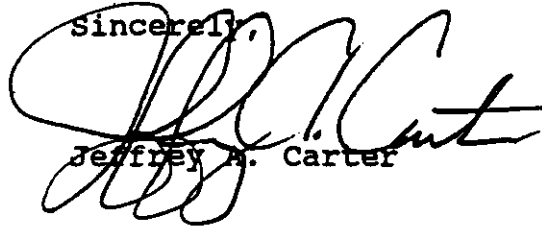
1. Provision of Additional Vouchers. HUD agreed to provide the City with 1000 additional \$8 vouchers. These additional vouchers are above and beyond the number of vouchers that HUD would have allocated to the City or to the Housing Authority of the City of Dallas (DHA) in the ordinary course of business, and will have no effect on amounts of future assistance HUD may provide or award the City or DHA. HUD is providing the 1000 additional vouchers to the City at its request. HUD's agreement to provide the additional vouchers is not a part of HUD's remedial plan but is in addition to that plan and is not contingent on the court approving HUD's remedial plan or the court counting the 1000 vouchers toward HUD's remedial obligations.

2. Administration of the 1,000 Vouchers. HUD and the City are awaiting word from DHA on whether it will perform the administrative tasks, with the exception of mobility counseling, associated with the 1,000 \$8 vouchers HUD is providing the City. If DHA decides not to perform all or part of the administrative tasks associated with those vouchers, the City agrees to perform or to contract with a nonprofit entity to perform the tasks, with the exception of mobility counseling, that DHA declines to perform. HUD will contract with a third party nonprofit entity to perform the mobility counseling for the 1,000 \$8 vouchers. In order to be consistent with HUD's desires for desegregation

in the Dallas metropolitan area, HUD requires that the recipients of these vouchers receive mobility counseling as described in HUD's remedial plan or approved by the court.

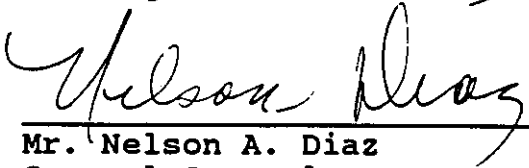
3. Court Approval Toward § 3.5. The City asked HUD to provide it with 1,000 additional \$8 vouchers to assist the City in its efforts to provide housing pursuant to §3.5 of the City's 1990 Consent Decree in Walker v. HUD. HUD agreed to provide the additional vouchers contingent on the court approving the vouchers as housing units that the City can count toward fulfillment of its obligations under §3.5. If the court declines to count the vouchers toward the City's §3.5 obligations or does not issue a ruling within a reasonable time with respect to whether the vouchers count, then HUD and the City will reopen discussions.

Sincerely,



Jeffrey A. Carter

This letter reflects HUD's understanding of the September 19, 1994 agreement with the City.



Mr. Nelson A. Diaz
General Counsel
Department of Housing and
Urban Development