

Protecting and Advancing Housing Rights for Persons with Limited English Proficiency

Housing California Conference – March 9, 2017

Thursday, March 9th, 3:45-5:15 p.m.

Proposed Agenda

- I. Introductions and Framing (**5 minutes**)
 - i. Description: Panelists will put this panel into current real-world context, and introduce the need for affirming the rights of LEP individuals and communities.
 - II. Overview of federal and state legal authorities that provide protections for LEP individuals (**20 minutes**)
 - i. Description: Panelists will discuss the federal and state protections that protect LEP individuals, with a focus on the housing context.
 1. Federal and state protections
 - i. Federal: Title VI/FHA
 1. HUD and USDA LEP Guidances
 - ii. State: FEHA/Unruh/Cal. Gov. Code 11135/ Cal. Civ. Code 1632
 2. HUD fair housing memo overview
- III. Real-world case examples (**35 minutes total**)
 - a. Federal (10 minutes)
 - i. Description: Panelists will discuss and provide an overview of language-access VCAs and cases, including:
 1. Hazleton
 2. Virginia Realty
 3. *Page Edmunds III*
 4. *Cabrera*
 - b. California (25 minutes):
 - i. Description: Panelists will discuss LEP advocacy, including:
 1. Kettleman City
 2. Examples as used in the evictions/terminations context
- IV. Language access and planning processes (**20 minutes**)
 - i. Description: Panelists will discuss obtaining better language access policies within the context of existing planning processes
 1. Assessment of Fair Housing process
 2. Public Housing Authority (PHA) Plans/PHA language access plans
 3. Housing Element
- V. Q&A (**10 minutes**)
 - a. Description: Panelists will set aside time for questions and discussion with the audience, though questions are invited throughout.



CRLA Administration Office

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FOR IMMEDIATE RELEASE

August 16, 2016

MEDIA CONTACTS

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CRLA Wins Precedent Setting Environmental Justice Victory
Settlement has Statewide Impact and Immediate Aid for Kettleman City

Kettleman City, CA - California Rural Legal Assistance, Inc. (CRLA) entered into a landmark environmental justice settlement agreement with the State of California on August 10, 2016, representing El Pueblo para el Aire y Agua Limpia de Kettleman City (El Pueblo), a community based environmental justice group. The settlement will provide immediate support to the residents of Kettleman City. Public health programs, asthma intervention activities, clean water and air monitoring and a commitment to providing information in Spanish are some of the immediate remedies.

The first of its kind settlement with the California Environmental Protection Agency (CalEPA) and the Department of Toxic Substances Control (DTSC) establishes a new state-wide commitment to public participation and language access policies when expansion and renewal permits are sought for hazardous waste sites. The precedent setting agreement provides that the state permitting procedures will take into account the special environmental risks found in vulnerable rural communities and conduct better coordination with other local and state agencies. CRLA won this victory with CRLA's co-counsel, Golden Gate Environmental Law & Justice Clinic, representing Greenaction for Health and Environmental Justice.

This case started when El Pueblo and Greenaction challenged the 2014 Kettleman Hills Facility (KHF) hazardous waste plant permit renewal with DTSC, a regulatory arm of the state. The challenge was denied and a complaint was then filed with the United States EPA Office of Civil Rights against CalEPA and DTSC.

CRLA Northern Regional Director of the Community Equity Initiative (CEI) Marisol F. Aguilar said, "this highlights the perseverance of community residents and the State's willingness to work directly with them. It is a model settlement, which will help similarly situated communities statewide while at the same time addressing some of the major concerns Kettleman City residents live with daily. We look forward to seeing the terms of the settlement become a reality."

“This is a very significant settlement agreement for the Kettleman City community and for other vulnerable communities facing toxic waste permitting decisions. We are very impressed with how seriously the state is taking their obligations. The importance of meaningful public participation, language access and protection of civil rights, regardless of race or national origin, cannot be overstated, especially when the impact of these decisions falls so disproportionately on lower income residents in racially and ethnically concentrated areas who have few choices about where to live and work,” said Ilene Jacobs, CRLA's Director of Litigation, Advocacy and Training.

Kettleman City is located in Kings County, California. A substantial percentage of Kettleman City residents are monolingual Spanish speakers. KHF is a hazardous waste disposal facility owned and operated by Waste Management, Inc. through its subsidiary Chemical Waste Management, Inc. KHF, where Chemical Waste Management, Inc. has a permit to dispose of hazardous waste, is located only three miles from Kettleman City. DTSC approved a modification to the permit in May, 2014, expanding the KHF hazardous landfill over community objections.

El Pueblo, working with CRLA and others, has been attempting to enforce civil rights protections and stricter environmental regulations regarding this hazardous waste dump for over 25 years, and has paved the way for real improvement in the community. This settlement agreement however, represents a new era in civil rights environmental justice enforcement.

CRLA's CEI Program is designed to address and eliminate social, political and environmental factors that negatively impact disadvantaged, unincorporated communities. CEI was established to focus CRLA resources towards changing patterns of historic inequality in rural regions of California. The program works alongside community leaders to increase investment in community infrastructure, advocate for equitable development, promote environmental justice, guarantee fair representation and build leadership capacity, so that residents can engage meaningfully in decision-making that impacts their neighborhoods and families.

Click [here](#) to read the Groundbreaking Settlement Agreement!

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CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

Founded in 1966, CRLA's mission is to fight for justice and individual rights alongside the most exploited communities of our society. Through a network of regional offices and cross-cutting programs, CRLA provides legal services to over 42,000 low-income people annually. Our work impacts farmworkers, individuals with disabilities, immigrant populations, LGBT communities, women, children and families in rural areas. For more information on CRLA, please visit: www.crla.org.

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is made, entered into and executed by and between Greenaction for Health and Environmental Justice and El Pueblo para el Aire y Agua Limpia (collectively, Complainants) and the California Environmental Protection Agency (CalEPA) and Department of Toxic Substances Control (DTSC).

Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. §§ 2000d to 2000d-7, and the United States Environmental Protection Agency (U.S. EPA) Title VI regulations, 40 C.F.R. Part 7, prohibit discrimination on the basis of race, color, or national origin in any programs or activities receiving federal financial assistance. DTSC and CalEPA are recipients of financial assistance from U.S. EPA and are subject to the provisions of Title VI and U.S. EPA's implementing regulations.

SECTION I: FACTUAL BACKGROUND.

The Parties

- A. El Pueblo para el Aire y Agua Limpia (El Pueblo) is a grassroots unincorporated association of the residents of Kettleman City, California. El Pueblo advocates for the health of Kettleman City residents, to preserve a clean environment, and for the rights of the people of Kettleman City.
- B. Greenaction for Health and Environmental Justice (Greenaction) is a grassroots organization that advocates for a clean environment for all people and for meaningful and equal opportunities for public involvement in government decision-making processes for environmental justice communities and other communities, including, but not limited to, non-English speaking and limited-English speaking communities.
- C. CalEPA is the State of California's cabinet-level environmental agency, comprised of DTSC, the Air Resources Board, the Department of Pesticide Regulation, the Department of Resources Recycling and Recovery, the Office of Environmental Health Hazard Assessment, and the State Water Resources Control Board. CalEPA's mission is to restore, protect and enhance the environment, to ensure public health, environmental quality and economic vitality.
- D. DTSC, among other functions, oversees the permitting of hazardous waste facilities. DTSC's mission is to protect California's people and environment from the harmful effects of toxic substances by restoring contaminated resources, enforcing hazardous waste laws, reducing hazardous waste generation, and encouraging the manufacture of chemically safer products.

Kettleman City, the Kettleman Hills Facility, and the Permit Modification Decision

- E. Kettleman City is located in Kings County, California. A substantial percentage of Kettleman City residents are monolingual Spanish speakers.

- F. The Kettleman Hills Facility (KHF) is a hazardous waste disposal facility owned and operated by Waste Management, Inc. through its subsidiary Chemical Waste Management, Inc. KHF is located approximately three miles from Kettleman City in Kings County.
- G. Chemical Waste Management, Inc. has a permit to dispose of hazardous waste in KHF. DTSC approved a modification to the permit on May 21, 2014, expanding the hazardous waste landfill unit (B-18) at KHF.

Petitions for Review of the 2014 Permit Decision

- H. Greenaction and El Pueblo objected to DTSC's May 21, 2014, permit decision on numerous grounds, including civil rights grounds, and filed a Petition for Review of the decision with DTSC on June 23, 2014.
- I. DTSC denied the Petition for Review on October 13, 2014.

Title VI Complaint to the U.S. EPA's Office of Civil Rights

- J. El Pueblo and Greenaction filed a complaint (the Title VI Complaint) with U.S. EPA's Office of Civil Rights (OCR) against CalEPA and DTSC on March 19, 2015, (EPA File No. 09R-15-R4). The Title VI Complaint objected to DTSC's May 21, 2014, permit decision.
- K. OCR accepted the complaint for investigation by letter on April 17, 2015, concluding it met the four jurisdictional requirements described in U.S. EPA's nondiscrimination regulations.
- L. OCR identified in its acceptance letter the three areas for investigation under U.S. EPA's jurisdiction and stated that it would contact the parties about alternative dispute resolution. The parties agreed and mediation sessions were held on the following dates in 2016: January 19 and 20, February 24, April 1, May 6, June 15, and July 29.

SECTION II: RECITALS.

- A. DTSC and CalEPA are committed to carrying out their responsibilities in a nondiscriminatory manner, in accordance with the requirements of Title VI and U.S. EPA implementing regulations. The activities detailed in Sections III and IV of this Agreement, which DTSC and CalEPA have voluntarily agreed to undertake and implement, are in furtherance of this commitment;
- B. DTSC and CalEPA are committed to continually improve their internal operations and processes, and strive to streamline CalEPA and DTSC operations through optimally utilizing information technology and human resources;

- C. DTSC and CalEPA are committed to provide meaningful opportunities for public input, including language access and community education, and to be responsive to all public inquiries;
- D. DTSC and CalEPA maintain an ongoing interest in integrating better protections for human health, vulnerable communities, the environment, and civil rights into DTSC programs;
- E. Complainants advocate for meaningful and equal opportunities for public involvement in government decision-making processes for environmental justice communities and other communities, including, but not limited to, non-English speaking and limited-English speaking communities;
- F. Complainants are committed to ensuring that Kettleman City is restored to being a healthy, vibrant community, removing the ill effects of decades of hazardous waste in its environs, and improving the quality of the environment, life and health for Kettleman City residents;
- G. Complainants are committed to ensuring that the civil rights of Kettleman City residents and all people of color and non-English proficient people are respected, protected and enforced so they can effectively and safely participate in environmental, permitting and governmental decision-making processes that are language accessible and free of intimidation;
- H. This Agreement is a model for the types of activities and considerations that can help vulnerable communities and DTSC's actions in vulnerable communities;
- I. Complainants and CalEPA and DTSC agree to work together to continue to increase opportunities to assist vulnerable communities, including, but not limited to, communities predominantly comprised of low-income people of color disproportionately affected by socio-economic burdens and environmental pollution (e.g., factors identified by health screening tools such as CalEnviroScreen), and to provide for meaningful public involvement; and
- J. El Pueblo, Greenaction, DTSC and CalEPA, (collectively, the Parties) therefore agree to the following terms described in the remainder of this Agreement.

SECTION III: SPECIFIC TERMS RELATED TO KETTLEMAN CITY.

- A. Notice to Complainants of Actions at KHF. DTSC will continue to notify Complainants, through DTSC's electronic notification system, of opportunities for public comment and other important actions related to KHF. DTSC will notify Complainants of any statement of violation or enforcement order related to KHF's hazardous waste landfill operations and will make non-confidential background information available online if notice is not already provided through the existing notification system. DTSC's provision of additional non-electronic notifications to the Complainants ends when DTSC makes a decision on Chemical

Waste Management, Inc.'s permit renewal application submitted to DTSC on February 12, 2013. DTSC will notify the Complainants of that decision.

- B. Considerations related to KHF Hazardous Waste Permit Applications. DTSC acknowledges that decisions regarding whether to issue or deny Chemical Waste Management, Inc.'s permit renewal application submitted to DTSC on February 12, 2013, and any other permit decision for KHF must be made on the record after public notice, an opportunity for public comment, and public hearing(s) in compliance with the California Health and Safety Code, California Administrative Procedures Act, and applicable regulations including civil rights and language access regulations and laws. DTSC may not predetermine its permitting decisions. Consistent with these requirements, DTSC will consider the factors listed below related to Chemical Waste Management, Inc.'s February 12, 2013, permit renewal application and for an application to expand a hazardous waste management unit at KHF, if such application is submitted during a three-year period following the Effective Date of this Agreement. The factors to be considered include:
1. Kettleman City's vulnerability as identified by CalEnviroScreen indicators for such vulnerability, including pollution levels, income, health, linguistic isolation and language access needs.
 2. Whether the decision on the permit application and processes undertaken in relation to the permit decision are consistent with applicable civil rights laws.
 3. Enforcement actions against KHF since the last permit issuance.
 4. Violations or noncompliance that show a repeating or recurring pattern.
- C. Petitions for Review and Civil Rights. DTSC acknowledges that Petitions for Review of permit decisions are an appropriate forum in which to raise objections to DTSC's permitting decisions that include civil rights claims, when those objections are raised consistent with DTSC's regulations.
- D. Improved Air Quality Controls. DTSC, using its regulatory authorities during the consideration of the February 12, 2013, permit renewal application, and in consultation with CalEPA and the San Joaquin Valley Air Pollution Control District, will analyze measures to reduce air pollution related to KHF's hazardous waste management activities to help improve air quality in Kettleman City. These analyses will include the consideration of:
1. Use of emissions control devices for vehicles and equipment used on-site and in association with the hazardous waste operations at KHF.
 2. Rerouting trucks associated with KHF's hazardous waste operations either by avoiding the use of Highway 41 by those trucks within Kettleman City limits or by requiring the trucks to use a bypass.
 3. Coordination with the California Air Resources Board and the San Joaquin Valley Air Control District to reduce illegal diesel vehicle idling.
 4. Monitoring and enforcement of permit conditions.
- E. Improved Environmental Monitoring and Enforcement. DTSC will use its best efforts to support additional monitoring including of the air and water quality in Kettleman City and its environs through support of grant funding opportunities during the three years following the Effective Date of this Agreement. This support will include:

1. Efforts to identify potential sources of funding for a neutral, third-party expert to conduct air and water quality monitoring not otherwise funded by Chemical Waste Management, Inc.
2. Providing technical assistance to prepare and submit grant applications, and as appropriate, may apply or co-apply or provide assistance as a supporting agency.
3. Supporting, as needed, community education meetings including written notices of such meetings, in English and Spanish, that help to inform community members about what is being monitored, whether any issues have been identified, how such issues are being addressed, and whether there is progress toward addressing the issues.
4. Supporting community monitoring activities (separate from expert third-party monitoring) by working to identify potential sources of funding for monitoring activities and for a third-party expert to conduct an analysis of the community air monitoring data, providing technical assistance to prepare and submit grant applications, and as appropriate, may apply or co-apply or provide assistance as a supporting agency.

F. Public Health Assessments and Programs in Kettleman City. DTSC, in consultation with CalEPA, will use its best efforts to support and cooperate in the Complainants' efforts to develop the following public health assessment and programs in Kettleman City during the three years following the Effective Date of this Agreement. The Parties recognize that Complainants have limited capacity and that execution of the below activities can only occur if sufficient technical and financial support is provided:

1. A community-based participatory environmental health assessment that analyzes the human health effects in Kettleman City from exposure to pollution, including air pollution, hazardous waste, and other contaminants, as appropriate. This assessment will include the following:
 - a. Researchers with expertise working with community members, including from the University of California or other recognized experts in the field identified and approved by DTSC and Complainants. These expert partners will help to design the assessment, in conjunction with members from the Kettleman City community, and collect and analyze the relevant data in a participatory manner.
 - b. Biomonitoring of willing individuals from the Kettleman City community and employees of KHF. Researchers will collect and analyze, in a participatory way, information on the health indicators of the residents and employees, including the degree of exposure to toxic substances, and other substances that may pose health risks, and make that information available to the residents of Kettleman City and KHF employees in an accessible form. Biomonitoring activities shall comply with applicable legal obligations, including confidentiality requirements. The Parties agree that biomonitoring information could be submitted to DTSC during its consideration of any permit application by Chemical Waste Management, Inc. related to KHF, and that DTSC shall consider the data during its review and decision on any such permit.
 - c. Efforts to identify federal or state grants or funding from other sources. DTSC and CalEPA, as appropriate, may apply or co-apply or provide assistance as a supporting agency for such funding opportunities, with third parties such as community groups or a California university identified and approved by Complainants and DTSC, and

- provide technical assistance to these third parties to prepare and submit grant applications for public health assessments and bio-monitoring.
 - d. Materials, findings, and recommendations accessible to Kettleman City residents and prepared in both English and Spanish.
 - e. Regular evaluations of the progress of the assessment.
- 2. An asthma intervention program to help inform and address the asthma issues among the residents of Kettleman City after funding is secured and includes the following:
 - a. Researchers with expertise working with community members, including from the University of California or other recognized experts in the field identified and approved by DTSC and Complainants, with input from any individuals from the Kettleman City community who wish to provide input. These expert partners will help to design and implement the asthma intervention program in a participatory manner.
 - b. Federal or state grant funding, or funding secured from other sources with CalEPA and DTSC assistance.
 - c. Program design and implementation with the active, meaningful participation of the Complainants and individuals from the Kettleman City community.
 - d. Regular evaluations of the asthma intervention program's progress.
 - e. Regular reporting of the program's findings that are translated into Spanish and accessible to the residents of Kettleman City.

G. Clean Water for Kettleman City.

- 1. DTSC and CalEPA agree to consult with relevant agencies to provide updates to community residents on the status of the Kettleman City Community Services District's Surface Water Treatment Facility drinking water project.
- 2. DTSC and CalEPA agree to use their best efforts to request expedited review and implementation of the water project.

SECTION IV: PROGRAMMATIC AND REGULATORY TERMS.

- A. Civil Rights Compliance: Applicable state and federal civil rights requirements will be complied with during DTSC's permitting process for hazardous waste disposal facilities and during regulatory oversight of facilities under its jurisdiction.
 - 1. Applicable civil rights requirements include (but are not limited to) the following:
 - a. The Civil Rights Act of 1964 including Title VI of that Act.
 - b. The Dymally-Alatorre Bilingual Services Act of 1973.
 - c. California Government Code 11135.
 - 2. DTSC will take into account and address as appropriate relevant civil rights guidance during its permitting process for hazardous waste disposal facilities, including:
 - a. U.S. EPA Title VI Limited English Proficiency Guidance, 69 Federal Register 35602.
 - b. U.S. Department of Justice Title VI Limited English Proficiency guidance, 67 Federal Register 41455.
 - c. DTSC Bilingual Services Policy.

- B. Civil Rights Policy. DTSC, in consultation with CalEPA and after public comment, will adopt and implement a policy that describes DTSC's compliance with civil rights requirements during DTSC's permitting processes for hazardous waste facilities. DTSC will publish a draft civil rights policy, including language access policies, no later than nine (9) months after the Effective Date of this Agreement and will adopt a final policy no later than eighteen (18) months after the publication of the draft policy. The draft policy circulated for public comment shall include the following elements:
1. The review of hazardous waste permit applications.
 2. Comments on such applications.
 3. The creation of environmental documents and hazardous waste permit decisions.
 4. Consideration of Petitions for Review to appeal a permit decision for alleged civil rights violations.
 5. In the event that non-compliance is found, a procedure to address civil rights complaints raised during public comment periods and in Petitions for Review of permit decisions.
- C. Public Participation and Language Access Policies. DTSC will, after receiving public comment, adopt and implement one or more policies to enhance public involvement using procedures that provide for early identification and integration of public concerns into permitting decisions, including concerns of communities identified pursuant to Health and Safety Code Section 39711. DTSC will draft a policy or policies on public participation and language access for DTSC processes no later than nine (9) months after the Effective Date of this Agreement and will adopt a final policy or policies eighteen (18) months after the publication of the draft policy or policies. In developing the policy or policies on public participation and language access DTSC will consider the following:
1. The need for language access in DTSC processes and the need to collect and assess data on the Limited English Proficiency (LEP) needs of the individual communities affected by DTSC's hazardous waste disposal permitting processes.
 2. The need for DTSC to develop a comprehensive action plan to address identified LEP needs.
 3. Translation of executive summaries of decision documents and technical documents of substantial importance prepared by DTSC for permitting decisions, including California Environmental Quality Act decision documents prepared by DTSC.
 4. Meaningful public participation through processes that comply with civil rights laws, regulations, polices, and guidance and have the following elements:
 - a. Clear prohibition on discriminatory practices, including practices of intimidation and hostile environments that prevent meaningful public participation.
 - b. Meetings and hearings at appropriate times and locations that facilitate the ability of members of the public to participate, including interpretation in public meetings and hearings held by DTSC and translation of accompanying visuals, handouts, and presentations.
 - c. Timely notices in English and any other appropriate languages, with the English and translated versions on the same page when feasible, for workshops, meetings, available drafts, comment periods, and related documents and publications.
 - d. Accommodation of cultural, linguistic, and educational characteristics of the affected communities.

- D. Senate Bill (SB) 673 Regulatory Reform and Community Vulnerability. DTSC will, no later than January 1, 2018, and consistent with SB 673's (Sen. Bill No. 673 (2015-2016, 1st Ex. Sess.) requirements related to hazardous waste facility permit decisions, adopt by regulation criteria for permit issuance. In developing these regulations, DTSC shall consider criteria that will include the assessment of vulnerability and existing health risks using available tools, such as CalEnviroScreen, California Health and Safety Code Section 39711, and other appropriate determinations or assessments, including cumulative impact analysis, and actions that can help to address potential impacts from hazardous waste facilities in vulnerable communities.
- E. Coordination and Communication with Other Agencies. DTSC will transmit notice of new regulations, policies, and guidance to other state and local agencies with jurisdiction over hazardous waste disposal permitting after the completion of the new policies described in Section IV of this Agreement.

SECTION V: DISPUTE RESOLUTION TERMS.

- A. Notification: Complainants shall notify DTSC and CalEPA in writing if Complainants contend that DTSC or CalEPA has not satisfied a term of this Agreement. Complainants' written notice to DTSC and CalEPA shall be made within ninety (90) calendar days of receipt of DTSC or CalEPA actions or an alleged failure to act and shall include a statement of the facts and circumstances upon which Complainants relied in making their determination.
- B. Resolution: The parties shall attempt to resolve any disputed issue(s) by informal means if Complainants disagree with DTSC or CalEPA's execution of any of the terms described in this Agreement and submit written notice of this disagreement as described above in paragraph A of this section. DTSC, CalEPA and Complainants will have sixty (60) calendar days from the date DTSC and CalEPA receive Complainants' written notice to resolve and memorialize any disputed issue(s) by informal means. The Parties may agree in writing to continue the 60-calendar day period for dispute resolution.
- C. Alternative Remedies: If DTSC, CalEPA and Complainants are unable to reach a mutually acceptable resolution of the dispute within 60 calendar days, or other mutually agreed upon period of time, then Complainants may terminate this Agreement by providing a written notification to DTSC and CalEPA. Thereafter, Complainants may reinitiate their Title VI complaint resolved by this Agreement and use any other means authorized by law to raise claims regarding compliance with Title VI.

SECTION VI: EFFECT OF AGREEMENT AND PUBLIC DISCLOSURE TERMS.

- A. The Parties have settled the Title VI Complaint (EPA File No. 09R-15-R4) filed by Greenaction and El Pueblo as of the Effective Date of this Agreement. This Agreement constitutes a full and final release among the Parties (except for the executory provisions hereof) of only the specific claims made in Complainants' Title VI Complaint (U.S. EPA File No. 09R-15-R4) about the May 21, 2014, permit modification. Complainants reserve any

and all rights, claims, demands, and causes of action which they might have against CalEPA or DTSC with respect to any matter, transaction, or occurrence which was not made in Complainants Title VI Complaint specifically about the May 21, 2014, permit modification.

- B. The Parties agree that signing this Agreement will result in the full resolution of the Title VI Complaint (U.S. EPA File No. 09R-15-R4) and understand that OCR will issue a letter closing the complaint upon receipt of the executed Agreement. The Parties further acknowledge that the mediator will provide a copy of the executed Agreement to OCR.
- C. This Agreement constitutes the entire agreement between DTSC, CalEPA and the Complainants regarding the matters addressed, and no other statement, promise, or agreement, made by any other person shall be construed to change any term of this Agreement, except as specifically agreed to by DTSC, CalEPA and the Complainants in accordance with the provisions of this Agreement.
- D. This Agreement does not constitute an admission by DTSC or CalEPA or a finding of any violations of 40 C.F.R. Part 7 in connection with the allegations in Complainants' Title VI Complaint.
- E. This Agreement does not constitute an admission or decision by any party that hazardous waste permits for KHF should or should not be approved or should or should not include any specific conditions.
- F. The Parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement creates any right or interest in any non-party or in any member of the public as a third-party beneficiary.
- G. Any party seeking to modify any portion of this Agreement because of changed conditions making performance impractical or impossible, or due to material change to DTSC's or CalEPA's programs or authorities, or for other good cause, shall promptly notify the other in writing, setting forth the facts and circumstance justifying the proposed modification. Any modification(s) to this Agreement shall take effect only upon written agreement executed by all Parties.
- H. This Agreement is a public document. A copy of this Agreement and any information contained in it can be made available to any person by DTSC, CalEPA or the Complainants on request under the Public Records Act or otherwise.
- I. This Agreement shall remain in effect for three (3) years from its Effective Date, except as provided in Section III (A), (B), and (D). Nothing in this Agreement, however, shall affect DTSC's and CalEPA's continuing responsibility to comply with Title VI and the U.S. EPA's implementing regulations for Title VI, and the consideration of relevant civil rights guidance documents, which are not subject to the time limit expressed in this paragraph. This includes compliance with all civil rights requirements in any future permit decision.

- J. The undersigned representatives of each party certify that they are fully authorized to consent to the terms and conditions of this Agreement. Signature on a counterpart or authorization of an electronic signature shall constitute a valid signature.
- K. The Effective Date and date of execution of this Agreement is the date by which all Parties have signed this Agreement. This Agreement can be signed in counterparts.
- L. Notifications in the Agreement shall be provided to the following entities using the following contact information:
 1. Notification from DTSC or CalEPA to the Complainants shall be directed to:

Maricela Mares-Alatorre
 El Pueblo Para El Aire y Agua Limpia
 de Kettleman City
 Email: alatmig@netzero.net
 Phone: (559)816-9298

Marisol F. Aguilar, Esq.
 Director, Northern Region
 Community Equity Initiative
 California Rural Legal Assistance,
 Inc.
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Ilene J. Jacobs, Director of Litigation,
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Bradley Angel
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 Greenaction for Health and
 Environmental Justice
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Helen Kang
 Director
 Environmental Law and Justice Clinic
 Golden Gate University School of Law
 Email: hkang@ggu.edu
 Phone: (415) 442-6693

2. Notification from the Complainants to DTSC or CalEPA shall be directed to:

Matthew Rodriquez
Secretary for Environmental
Protection
Email:
sectyrodriquez@calepa.ca.gov
Phone: (916) 324-9214

Barbara Lee
Director
Department of Toxic Substances
Control
Email:
DTSCdirectorsoffice@dtsc.ca.gov
Phone: (916) 322-0504

On behalf of the California Environmental Protection Agency

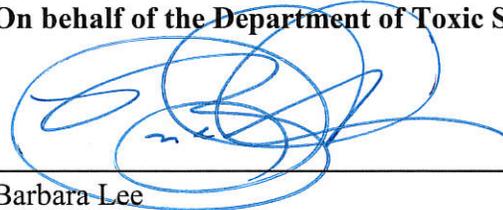


Matthew Rodriguez

8/9/16

Date

On behalf of the Department of Toxic Substances Control



Barbara Lee

8/9/16

Date

On behalf of Greenaction for Health and Environmental Justice



Bradley Angel

8/10/16

Date

On behalf of El Pueblo Para El Aire y Agua Limpia de Kettleman City



Maricela Mares-Alatorre

8/10/16

Date

LANGUAGE ACCESS IN HOUSING OUTLINE (MARCH 2017)

I. WHO ARE LEP PERSONS?

A limited English proficient (“LEP”) person is anyone:

1. who does not speak English as his/her primary language and who has a limited ability to read, write, speak, or understand English;¹ or
2. who speaks English “less than very well.”

II. LIST OF LEGAL AUTHORITY REQUIRING LANGUAGE ACCESS IN HOUSING

A. Statutes

1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, *et seq.*
2. Fair Housing Act, 42 U.S.C. § 3601, *et seq.*
3. Violence Against Women Reauthorization Act of 2013 (VAWA 2013), 42 U.S.C. § 14043e-11(d) (housing rights notice provision)

B. *Lau v. Nichols*, 414 U.S. 563 (1974).

C. Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 65 Fed. Reg. 50,121 (Aug. 16, 2000), available at:

<http://www.gpo.gov/fdsys/pkg/FR-2000-08-16/pdf/00-20938.pdf>

D. Administrative Guidance

1. **HUD Final LEP Guidance:** U.S. Dep’t of Housing and Urban Dev., “Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,” 72 Fed. Reg. 2732 (Jan. 22, 2007), available at: <http://www.gpo.gov/fdsys/pkg/FR-2007-01-22/pdf/07-217.pdf>
2. **HUD General Counsel Memo:** “Office of General Counsel Guidance on Fair Housing Act Protections for Persons with Limited English Proficiency” (Sept. 15, 2016), available at: <https://portal.hud.gov/hudportal/documents/huddoc?id=lepmemo091516.pdf>
3. **USDA (Rural Development) Final Guidance:** U.S. Dep’t of Agriculture, “Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Persons With Limited English Proficiency.”

¹ U.S. Dep’t of Housing and Urban Dev., “Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons” 72 F.R. 2732 (Jan. 22, 2007).

E. State and Local Laws

1. State and local laws may provide additional housing protections for LEP individuals.

III. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

A. Prohibits discrimination on the basis of race, color, or **national origin**

1. Must provide equal services in terms of scope and quality
2. Cannot unreasonably delay services
3. Cannot require a LEP person to provide her own interpreter
4. Cannot limit participation in a program
5. State and local “English-only” laws do not excuse federally assisted programs from LEP compliance.

B. Covers all entities receiving “federal financial assistance”

1. Programs receiving federal financial assistance **include**
 - a. Public housing, project-based Section 8, CDBG funds, HOME funds
 - b. For a more complete listing of federally assisted housing programs subject to Title VI, *see* U.S. Dep’t of Housing and Urban Dev., “List of Federally Assisted Programs,” 69 Fed. Reg. 68,700 (Nov. 24, 2004), available at: <http://www.gpo.gov/fdsys/pkg/FR-2004-11-24/pdf/04-25986.pdf>
2. Entities **not covered** under Title VI
 - a. Private housing, including landlords who accept tenant-based Section 8 Housing Choice Vouchers (except if other covered federal funds are received)
3. Programs **likely not covered** under Title VI
 - a. Low Income Housing Tax Credit (LIHTC) program
 - i. Exception: American Reinvestment and Recovery Act (ARRA) of 2009; *see e.g.*, Eric Holder, Attorney General, Memorandum for Heads of Executive Departments and Agencies Providing Federal Financial Assistance re: Enforcement of Nondiscrimination Laws in Programs and Activities that Receive American Recovery and Reinvestment Act Funding (Sept. 27, 2010), available at: http://www.justice.gov/sites/default/files/crt/legacy/2011/01/20/arra_mem_o.pdf
4. Entities that receive **any** “federal financial assistance” are subject to LEP administrative guidance.
 - a. Thus, housing that receives some funding covered by Title VI as well as additional funding not covered by the statute would still have LEP obligations under Title VI.

IV. LAU V. NICHOLS, 414 U.S. 563 (1974)

- A. In this decision, the U.S. Supreme Court found that a school district’s failure to provide English language instruction denied meaningful opportunity to participate in a public educational program.

- B. This failure to provide language access constituted a violation of the Title VI prohibition against national origin discrimination. This case established the link between language discrimination and national origin discrimination under Title VI.

V. EXECUTIVE ORDER 13166, “IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY”

- A. Reaffirms the relationship between national origin and limited English proficiency
- B. Orders federal agencies and federally assisted programs to create plans to ensure language access
- C. Directs agencies/programs to work with LEP persons and their representatives when creating language access plans

VI. ADMINISTRATIVE GUIDANCE

A. HUD Final LEP Guidance

1. Recipients of federal funds should:

- a. conduct a four-factor analysis;
- b. develop a Language Assistance/Access Plan (LAP); and
- c. provide language assistance, in accordance with that plan

2. Four-factor analysis in determining LEP needs

- a. Number of LEP persons from a particular language group in the area served/encountered, or number that would be served if provided meaningful language access

i. Examples of types of data:

- 1. U.S. Census data (available online at American FactFinder);

- a. American Factfinder, available at:

<http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>

- 2. data from school systems;
- 3. community organizations; and
- 4. state and local governments

- b. How often funding recipient interacts with LEP persons

- c. Importance/nature of the program, service, or activity to LEP persons

- i. Housing is critical!

- d. Resources available, as well as the costs of providing language access

3. Written translation

- a. Safe harbor provision for written translation only

- i. Provide translation of vital documents for language groups making up 5 percent of the population, or 1,000 individuals (whichever is less) in the eligible service population

- 1. Doing so is viewed as “strong evidence of compliance”

- ii. If the language group that meets the 5 percent threshold constitutes fewer than 50 people, provide translated written notification that free oral interpretation of the written documents is available

- b. Recipients should translate vital documents

- i. Vital documents are documents that “those that are critical for ensuring meaningful access by beneficiaries or potential beneficiaries generally and

LEP persons specifically”; additionally, the LEP Guidance states that whether a document is “vital” may “depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.” HUD LEP Guidance at 2,752.

- ii. The Office of Public and Indian Housing has identified the following non-exhaustive list of “vital” documents:
 1. Tenancy addendum for the Section 8 voucher program,
 2. Housing Assistance Payment contract,
 3. Request for Tenancy Approval,
 4. Authorization for Release of Information,
 5. Family Self Sufficiency (FSS) Escrow Account worksheet,
 6. Voucher Program, Statement of Homeownership Obligations,
 7. FSS contract of participation and the document entitled “A Good Place to Live,” and
 8. HUD has already translated the “How Your Rent is Determined” fact sheet into Spanish, Chinese, Korean, and Vietnamese.
 - a. http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/rhiip/factsheet

iii. The HUD LEP Guidance identified other documents that may be “vital”:

1. Consent/complaint forms
2. Notices of eviction
3. Notices advising LEP persons of free language assistance
4. Intake forms
5. Hearing notices
6. Written notices of rights, denial, or a decrease in services or benefits
7. Leases/tenant rules
8. Applications to receive benefits/services or to participate in a program
9. Notices of public hearings, particularly those meeting Community Planning and Development’s citizen participation requirements

4. Oral Interpretation

- a. Can use bilingual staff
- b. Discourages use of friends and family (conflict of interest, candidness, etc.), particularly in emergency situations.
- c. Outlines concerns with using children as interpreters
- d. HUD LEP Guidance at 2743:
 - i. “In many circumstances, family members (especially children) or friends are not competent to provide quality and accurate interpretations. Confidentiality, privacy, or conflict-of-interest issues may also arise. LEP persons may feel uncomfortable revealing or describing sensitive, confidential, or potentially embarrassing medical, law enforcement (e.g., sexual or violent assaults), family, or financial information to a family member, friend, or member of the local community. For example, special circumstances may raise additional serious concerns regarding the voluntary nature, conflicts of interest, and privacy issues surrounding the use of family members and friends as interpreters, particularly

where an important right, benefit, service, disciplinary concern, or access to personal or law enforcement information is at stake. In addition to ensuring competency and accuracy of the interpretation, recipients should take these special circumstances into account when determining whether a beneficiary makes a knowing and voluntary choice to use another family member or friend as an interpreter. Furthermore, such informal interpreters may have a personal connection to the LEP person or an undisclosed conflict of interest, such as the desire to protect themselves or another perpetrator in a domestic violence or other criminal matter. For these reasons, when oral language services are necessary, recipients would generally offer competent interpreter services free of cost to the LEP person. For HUD recipient programs and activities, this is particularly true in a courtroom or administrative hearing or in situations in which health, safety, or access to important housing benefits and services are at stake; or when credibility and accuracy are important to protect an individual's rights and access to important services."

5. Developing a Language Assistance Plan (HUD LEP Guidance at 2,734)
 - a. Identifying "LEP persons who need language assistance and the specific language assistance that is needed";
 - b. Identifying the points and types of contact the agency and staff may have with LEP persons;
 - c. Identifying ways "in which language assistance will be provided";
 - d. Conducting "effective outreach to the LEP community";
 - e. Training staff;
 - f. Determining which documents and informational materials are vital;
 - g. Translating "informational materials in identified language(s) that detail services and activities provided to beneficiaries (e.g., model leases, tenants' rights and responsibilities brochures, fair housing materials, first-time homebuyer guide)";
 - h. Providing "appropriately translated notices to LEP persons (e.g., eviction notices, security information, emergency plans)";
 - i. Providing "interpreters for large, medium, small, and one-on-one meetings";
 - j. Developing community resources/ partnerships/other relationships to assist with the provision of language services; and
 - k. Making "provisions for monitoring and updating the LAP," including seeking input from beneficiaries and the community on how it is working and on what other actions should be taken.
6. Examples of services/practices that assist LEP persons (HUD LEP Guidance at 2,752):
 - a. Bilingual staff;
 - b. Oral interpretation services;
 - c. Written translation services;
 - d. Telephone service lines interpreter;
 - e. Notices to staff and recipients of the availability of LEP services;
 - f. Referrals to community liaisons proficient in the language of LEP persons; and
 - g. Language identification cards invite LEP persons to identify their own language needs ("I Speak" cards).

B. HUD General Counsel Memo

1. Memo uses the following Fair Housing Act methods of proof to analyze situations in which adverse housing decisions are made due to a person's limited English proficiency:
 - a. Disparate treatment (intentional discrimination)
 - b. Discriminatory effects
- C. USDA Final LEP Guidance
 1. Includes a four-factor analysis
 - a. Number of LEP individuals served/encountered
 - b. Frequency of contact with LEP individuals
 - c. Importance of activity/program
 - d. Costs and available resources
 2. Includes a safe-harbor provision for written translation (no safe harbor for oral interpretation)
 - a. Funding recipient translates vital documents for each LEP group that comprises 5% of eligible service population or 1,000 persons (whichever is lower).
 - b. If there are fewer than 50 LEP individuals, but the 5% threshold is met, then the funding recipient provides written notification that free oral written language assistance is available.
 3. Says recipients should create a language assistance plan

VII. FAIR HOUSING ACT

- A. The Fair Housing Act (FHA) prohibits discrimination on the basis of national origin in the sale, rental, or financing (and associated terms, conditions, and privileges) of dwellings. 42 U.S.C. § 3601, *et seq.*
- B. However, the courts have not uniformly accepted a link between national origin discrimination and language discrimination under the FHA.
 1. *Cabrera v. Alvarez*, 977 F. Supp. 2d 969 (N.D. Cal. 2013). The court denied housing authority's motion to dismiss claim under FHA intentional discrimination theory, but granted PHA's motion to dismiss claim under an FHA disparate impact theory. In this case, the landlord allegedly refused to translate documents or provide interpretation, and told plaintiff to "learn English."
 2. *Pomales v. Hous. Auth. of City of Dania Beach*, 2013 WL 8115425 (S.D. Fla. Mar. 27, 2013). The court found plaintiffs sufficiently pleaded FHA claim against PHA employee who refused to provide language assistance to LEP applicants.
 3. *Veles v. Lindow*, 243 F.3d 552 (9th Cir. 2000) (Table) The Ninth Circuit concluded that any lower court errors regarding jury instructions about disparate treatment or disparate impact theory were harmless in a Fair Housing Act case in which the landlord required one person in each household to speak English. The court noted that the plaintiffs failed to prove that the defendants "intended to discriminate on the basis of national origin," and "also provided virtually no evidence to prove disparate impact and inexplicably failed to object to the district court's exclusion of statistical evidence in support of their claim."
 4. *Vialez v. N.Y.C. Hous. Auth.*, 783 F. Supp. 109 (S.D.N.Y. 1991). The court found that the failure to translate a notice of housing authority charges against tenant or the hearing officer's decision does not violate the FHA, reasoning that all non-English

speakers were equally affected. The court also rejected claims that failure to translate documents including the notice of charges against the tenant and the hearing officer's decision violated tenant's right to due process, or that such failure to translate these documents (notice of charges against tenant and the hearing officer's decision) violated Title VI.

5. For more discussion, see NHLP, *HUD Housing Programs: Tenants' Rights* (2016 Supplement), § 13.14.3.3
- C. The FHA has a broader scope than Title VI because it applies to private dwellings, not just federally-funded housing.
1. Applies to almost all housing, with a few narrow exceptions

VIII. ENFORCEMENT

A. *Alexander v. Sandoval*, 532 U.S. 275 (2001)

1. No private right of action under disparate impact cases brought under Title VI
2. Can *still sue under discriminatory intent theory* under Title VI
3. Some have suggested that this decision called the scope of Title VI LEP obligations for recipients of federal financial recipients into question, *however*:
 - a. Ralph Boyd, Assistant AG Civil Rights Division, Memorandum for Heads of Departments and Agencies, General Counsels and Civil Rights Directors re: Executive 13166 (Improving Access to Services for Persons with Limited English Proficiency) (Oct. 26, 2001), available at: <http://www.justice.gov/crt/about/cor/lep/Oct26memorandum.pdf>
 - b. Eric Holder, Attorney General, Memorandum for Heads of Department Components, re: Language Access Obligations Under Executive Order 13166 (June 28, 2010), available at: http://www.justice.gov/sites/default/files/crt/legacy/2012/05/04/language_access_memo.pdf
 - c. Eric Holder, Attorney General, Memorandum for Heads of Federal Agencies, General Counsels and Civil Rights Heads re: Federal Government's Renewed Commitment to Language Access Obligations Under Executive Order 13166 (Feb. 17, 2011), available at: http://www.justice.gov/sites/default/files/crt/legacy/2011/02/25/AG_021711_EO_13166_Memo_to_Agencies_with_Supplement.pdf
 - d. Federal agencies have continued to construe language access as a form of national origin discrimination (*e.g.*, HUD Final LEP Guidance, 2007); and
 - e. Relatively recent opinion contains language reaffirming the link between national origin discrimination and language discrimination (*United States v. Maricopa County*, 915 F. Supp. 2d 1073, 1079-81 (D. Ariz. 2012)).
 - i. However, despite cases such as *Lau* and *Maricopa County*, some courts have previously concluded that the failure to provide translated documents (*e.g.*, notice of charges against tenant by housing authority; hearing officer's decision) does not constitute national origin discrimination under Title VI, but rather a preference for English. *See e.g., Vialez v. N.Y. City*

Hous. Auth., 783 F. Supp. 109 (S.D.N.Y. 1991), citing *Soberal-Perez v. Heckler*, 717 F.2d 36 (2d Cir. 1983).

B. Individuals can still file an administrative complaint with HUD.

1. Title VI can still be enforced by HUD for acts of language discrimination or failure to provide language access.
2. For example, HUD can conclude that certain housing authorities are non-compliant with Title VI.
 - a. Example: In 2015, HUD concluded Reading Housing Authority (PA) was non-compliant with Title VI obligations.
3. Additionally, complainants can allege national origin discrimination under the Fair Housing Act (FHA) in a HUD complaint.
 - a. HUD recently issued a discrimination charge against a private housing provider that did not want to rent to a family of Hmong descent because the landlord perceived an adult family member as LEP:
 - i. Discrimination charge in *HUD v. Page Edmunds III*, available at: <http://portal.hud.gov/hudportal/documents/huddoc?id=15chargeMinnNatOri.pdf>; HUD press release: http://portal.hud.gov/hudportal/HUD?src=/press/press_releases_media_advisories/2015/HUDNo_15-045
 - ii. DOJ has filed a complaint in federal court. *See* Complaint, *United States v. Page Edmunds III*, 0:15-cv-02705 (D. Minn. filed June 10, 2015), available at: <http://www.justice.gov/sites/default/files/crt/legacy/2015/06/11/edmundscomp.pdf>

C. Prior Settlement Agreements

1. The following housing providers, housing authorities, jurisdictions, and agencies have entered into agreements with HUD regarding language access:
 - a. City of Hazleton Housing Authority (Pa. 2015) (Title VI and FHA).
 - i. PHA entered into this agreement to settle claims that it was not providing meaningful language assistance to LEP individuals participating in and applying for the public housing and Section 8 Housing Choice Voucher programs. LEP tenants and applicants also alleged that the PHA discriminated on the basis of national origin. Such discrimination included subjecting individuals to “different terms and conditions, posting signs and posters with discriminatory statements, and denying full benefits of housing to persons of a specific national origin.” As part of the relief, two complainants will be permitted to use Title VI as a defense in new Section 8 termination hearings granted under the agreement. Additionally, the PHA will provide “a competent interpreter” free of charge at the new hearings. The PHA is also required to remove signage that asks LEP individuals to bring their own interpreter, and replace it with signage advertising the availability of language assistance. The PHA will also hire staff to accommodate the need for language assistance, update its language access plan to include items such as a prohibition on requiring

- family/friends/other informal interpreters to interpret for an LEP person, and conduct community outreach.
- ii. *See* Conciliation Agreement with Housing Authority of the City of Hazleton, available at:
<http://portal.hud.gov/hudportal/documents/huddoc?id=HAZLETONHSGAUTHENG.PDF>; HUD press release:
http://portal.hud.gov/hudportal/HUD?src=/press/press_releases_media_advisories/2015/HUDNo_15-055
- b. Housing Authority of Independence (Mo. 2015) (Title VI)
 - i. HUD audit discovered non-compliance with Title VI.
 - ii. *See* Voluntary Compliance Agreement between HUD and Housing Authority of Independence, available at:
<http://portal.hud.gov/hudportal/documents/huddoc?id=07-13-R001-6-VCASigned.pdf>; HUD press release:
http://portal.hud.gov/hudportal/HUD?src=/press/press_releases_media_advisories/2015/HUDNo_15-042
 - c. Coronado Terrace/Related Management (Ca. 2015) (Title VI and FHA)
 - i. Tenant alleged that the owner failed to translate vital documents, despite large monolingual Spanish-speaking population. Conciliation agreement/voluntary compliance agreement was reached between the parties; relief included allowing tenant to remain at the property, required translation of forms, and adoption of a LAP.
 - d. Nebraska Department of Economic Development (DED) (Neb. 2014) (Title VI)
 - i. HUD audit discovered DED's non-compliance with Title VI, including a failure to monitor sub-recipient compliance with Title VI. Per the voluntary compliance agreement, the DED must conduct a four-factor analysis, create a language access plan, and notify as well as train sub-recipients regarding their Title VI obligations.
 - ii. *See* Voluntary Compliance Agreement between HUD and State of Nebraska Department of Economic Development, available at:
<http://portal.hud.gov/hudportal/documents/huddoc?id=VCA3-4-2014.pdf>;
HUD press release:
http://portal.hud.gov/hudportal/HUD?src=/press/press_releases_media_advisories/2014/HUDNo.14-033
 - e. State of New Jersey (N.J. 2014)
 - i. Advocates submitted complaints regarding New Jersey's failure to provide LEP access to Sandy recovery funds, both to HUD and to the State of New Jersey. In a letter to state, the Latino Action Network cited state's failure to provide the same information in English and Spanish; failure to provide necessary documents in Spanish; and failure inform Spanish speakers of the denial appeals process, as well as important deadlines. Eventually, an agreement was reached to settle broader complaints filed by several civil rights groups. The agreement requires establishment of language access policies.

- ii. *See* Voluntary Compliance Agreement and Conciliation Agreement between HUD, Latino Action Network, N.J. State Conference of the NAACP, Fair Share Housing Center and the State of New Jersey and N.J. Dept. of Community Affairs, available at: <http://portal.hud.gov/hudportal/documents/huddoc?id=NewJerseyAgreementsigned.pdf>; HUD press release: http://portal.hud.gov/hudportal/HUD?src=/press/press_releases_media_advisories/2014/HUDNo_14-062
- f. County of Marin (Ca. 2010)
 - i. As part of voluntary compliance agreement, jurisdiction was required to develop a LAP to ensure meaningful outreach to LEP populations; while HUD found that Marin was in general compliance with Title VI, HUD did find noncompliance with other fair housing regulations.
 - ii. *See* Voluntary Compliance Agreement between HUD and the County of Marin CDBG Program, available at: <http://www.hud.gov/offices/fheo/library/10-Marin-VCA-final-12-21-2010.PDF>; HUD press release: http://portal.hud.gov/hudportal/HUD?src=/press/press_releases_media_advisories/2011/HUDNo.11-002
- g. Ontario Townhouses (Md. 2007) (Title VI and FHA)
 - i. HUD entered into a series of agreements with this housing provider arising out of the alleged discriminatory actions based on national origin by the former resident manager. Remedies for these complaints included interpretation assistance for LEP individuals. Two agreements that referenced discrimination on the basis of limited English proficiency/language use are included below. The remaining agreements can be located at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/enforcement/conciliations
 - ii. Cuevas Conciliation (2007) (Title VI and FHA)
 - i. Complainants alleged that the resident manager “refused to allow them to speak Spanish.” Agreement required that oral interpretation assistance be made available for LEP individuals. Agreement available at: http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_14746.pdf
 - iii. Ochoa Conciliation (2007) (Title VI and FHA)
 - i. Complainants alleged that resident manager “yelled at them because of their inability to communicate in English...[,]refused to communicate with them (as well as other tenants) in Spanish or accommodate them because of their limited English proficiency (LEP)”; agreement required oral interpretation assistance be made available for LEP individuals. Agreement available at: http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_14757.pdf

- h. Nashua Housing Authority (N.H. 2007) (Title VI and FHA)
 - i. Complainants alleged discrimination on the basis of national origin under the FHA and Title VI; relief included compensation to the complainants and required development of a LAP.
 - ii. *See* Conciliation Agreement between HUD, Rafael and Ana Rodriguez, and Nashua Housing Authority, available at: https://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7563.pdf
- i. Revere Housing Authority (Ma. 2004) (Title VI)
 - i. Complainant alleged that the PHA denied complainant and other program participants/applicants language access; relief included adoption of a LAP.
 - ii. *See* Conciliation Agreement with Revere Housing Authority, available at: http://nhlp.org/files/MA_2004_RHA_Compliance_Agreement.pdf
- j. Housing Authority of the City of Las Vegas (Title VI)
 - i. HUD review resulted in a preliminary letter of findings of noncompliance with Title VI; PHA required to develop language assistance plans.
 - ii. *See* Voluntary Compliance Agreement between HUD and the Housing Authority of Las Vegas, available at: <https://nhlp.org/files/LVHA-vca.pdf>
- k. Virginia Realty of Tidewater (Va. 2012) (FHA)
 - i. HUD filed and settled a complaint alleging national origin discrimination under the FHA when private landlord had a written policy prohibiting LEP persons from renting. A separate settlement was reached between the individual complainant and the landlord.
 - ii. Conciliation Agreement between HUD and Virginia Realty of Tidewater, Inc., Thomas Gale, and Penny Ruperti, available at: <http://portal.hud.gov/hudportal/documents/huddoc?id=OPADOC.PDF>; HUD press release: http://portal.hud.gov/hudportal/HUD?src=/press/press_releases_media_advisories/2013/HUDNo.13-006

ADDITIONAL ONLINE RESOURCES

Federal Government LEP materials

- <http://www.lep.gov> (federal government clearinghouse for LEP information)
- <http://www.lep.gov/selfassesstool.htm> (a self-assessment tool for federal grantees to use in preparing LEP implementation plans)
- <http://www.lep.gov/ISpeakCards2004.pdf> (“I Speak” card that allows organizations who serve LEP clients identify the specific language spoken by an LEP person)

LEP Statistics

- <http://www.migrationinformation.org/Feature/display.cfm?ID=960> (page includes link to Excel spreadsheet with LEP data at the county level for all 50 states and D.C.)

HUD LEP Resources

- <http://www.hud.gov/offices/fheo/lep.xml> (HUD LEP webpage that includes important information such as select centrally translated documents)

- http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promoti_ngh/lep-faq (HUD FAQ section that discusses the agency's Final LEP Guidance issued in 2007 and includes topics such as: vital documents, language access plans, and what the Guidance requires of recipients of federal funds)

FOR MORE INFORMATION

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During law school, Renee was a summer associate at the civil rights firm Relman, Dane, & Colfax and a summer law clerk the U.S. Attorney's Office in Birmingham, Alabama. Before law school, Renee worked as a paralegal in the Civil Rights Division of the U.S. Department of Justice. She graduated Phi Beta Kappa from Emory University and earned her law degree from the University of Chicago Law School.

BIO Ilene J. Jacobs

ILENE J. JACOBS, JD is a Director of Litigation, Advocacy & Training for California Rural Legal Assistance, Inc. (CRLA), providing legal representation for farmworkers, recent immigrants, racial and ethnic minorities and low income people throughout rural California.

Ms. Jacobs has devoted her legal career to advocacy for the housing and civil rights of minority, farmworker, homeless and other low income communities in the urban and rural United States. Her work has centered around farmworker housing, fair housing, civil rights and anti-slumlord advocacy, the creation of access to decent, affordable housing, and the impact on physical and mental health of substandard housing and community conditions on low income, farmworker and minority communities in rural California. She has undertaken federal and state litigation and policy advocacy, community education and outreach in all aspects of housing, land use and related civil rights law. Ms. Jacobs has advocated for local and statewide development of low income and farmworker housing and has defeated efforts to prevent affordable and farmworker housing development that were motivated by racial and economic animus. Ms. Jacobs started her practice of law with the National Housing Law Project in 1979 in Washington, D.C., where her work involved advocacy for the constitutional rights of the homeless, was a housing specialist with the Legal Aid Bureau in Baltimore, Maryland from 1983 until she moved to California in 1986. She is admitted to the D.C. Bar, Maryland State Bar and California State Bar.