

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

PROJECT B.A.S.I.C.)

Plaintiff)

VS.)

C.A. No. 89-0248/P)

JACK F. KEMP, in his capacity)
as Secretary of the United)
States Department of Housing)
and Urban Development; THE)
UNITED STATES DEPARTMENT OF)
HOUSING AND URBAN DEVELOPMENT;)
STEPHEN J. O'ROURKE, in his)
official capacity as Executive)
Director of the Housing)
Authority of the City of)
Providence; THE HOUSING)
AUTHORITY OF THE CITY OF)
PROVIDENCE; THE CITY OF)
PROVIDENCE; and the PROVIDENCE)
COMMUNITY ACTION PROGRAM, INC.)

Defendants)

CONSENT ORDER REGARDING HOMELESS SHELTER

WHEREAS, plaintiff, Project B.A.S.I.C., has brought this action alleging, inter alia, that the City of Providence (City) and the Providence Community Action Program (Pro-CAP) cancelled plans to develop a homeless shelter at 521 Broad Street in Providence, due to racially motivated community opposition, in violation of the Fair Housing Act, 42 U.S.C. §3601 et seq., and in violation of the City's duties under Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d and the Equal Protection and Due Process clauses of the Fourteenth Amendment to the United States Constitution; and

WHEREAS, the City and Pro-CAP deny that their actions regarding the homeless shelter were unlawful as alleged by Project B.A.S.I.C.; and

WHEREAS, the City and Project B.A.S.I.C. have entered into a companion Consent Order regarding this litigation;

NOW THEREFORE, it is hereby agreed by Project B.A.S.I.C., the City and Pro-CAP that the following order be entered in this action:

1. The City shall commit the sum of \$200,000.00 to Homeless Action for Necessary Development (H.A.N.D.) and/or its designee ("Sponsor") for the purpose of developing a homeless shelter or transitional housing facility for families ("facility").

2. The City shall convey or lease to Sponsor, at no cost to Sponsor, a vacant building suitable for restoration or rehabilitation to house the facility. The building shall be of sufficient size to accommodate at least twenty (20) families; this number will be reconsidered by the parties if circumstances so warrant. The City shall identify an appropriate building within six (6) months of the entry of this Consent Order. The City will make a reasonable effort to identify potential buildings prior to the six-month deadline designated herein, so that alternative buildings can be located in the event that an identified building is not suitable. The City shall notify plaintiff, as soon as practicable after entry of this Consent Order, of the identity of the City employee responsible for carrying out this provision.

3. The City shall extend its existing commitment to H.A.N.D. of \$50,000.00 in Community Development Block Grant (CDBG) money and shall lift any current restrictions on said funds to enable H.A.N.D. to develop and/or operate the facility.

4. The City reaffirms its commitment of \$200,000.00 to Pro-CAP for construction of a homeless shelter for at least fourteen(14) families and forty (40) single women, to be located at the Laurel Hill Playground adjacent to the Hartford Park public housing complex.

5. Defendant Pro-CAP reaffirms its commitment to utilize its best efforts to construct a homeless shelter for families on the Laurel Hill playground site by October 31, 1992, in accordance with its Grant Agreement with the City.

6. The City will not release any portion of the \$200,000.00 to Pro-CAP unless the City is satisfied that Pro-CAP is utilizing its best efforts to construct said shelter.

7. The City will make available to Project B.A.S.I.C., H.A.N.D. and/or their designee, information regarding the disbursements made to Pro-CAP under its \$200,000.00 grant with the City, including the date, amount, and purpose of the expenditure .

8. In the event that Pro-CAP is unable, or is no longer willing, to construct said shelter, the City shall allocate to Sponsor the funds referred to in paragraph 4, or the portion remaining thereof, for the development and/or operation of the facility described in paragraph 1.

9. The City shall cooperate and shall not interfere in any way with Sponsor's plan to develop or operate the facility, subject to relevant laws and regulations. The City shall not discriminate on the basis of race or national origin, with regard to any aspect of the Sponsor's plan to develop or operate the facility, including the location of said facility.

10. Project B.A.S.I.C., the City, and Pro-CAP shall each bear responsibility for their own respective attorneys' fees in connection with plaintiff's claims against the City and Pro-CAP regarding the homeless shelter.

11. The Court shall retain jurisdiction to enforce the provisions of this Consent Order.

PROJECT B.A.S.I.C.

By its Attorneys,

Steven Fischbach (P/C)
Judith Kaye

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THE CITY OF PROVIDENCE

By its Attorney,

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PROJECT B.A.S.I.C

By:

Asata Tigray (P/C)
Asata Tigray, Director

PROVIDENCE COMMUNITY ACTION PROGRAM, INC.

By its Attorney,

Robert Cosentino
Robert Cosentino
950 Smith Street
Providence, Rhode Island
(401)421-1170

ENTER:

Raymond J. Pettine
Raymond J. Pettine

PER ORDER:

Pamette J. Debe
Pamette J. Debe
Deputy Clerk

Date:

11/14/91 Jul 23, 1991

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