



United States Department of Housing and Urban Development

Title VIII, Section 504, and ADA

CONCILIATION/VOLUNTARY COMPLIANCE AGREEMENT

between



Snowflake, AZ 85937

Complainant

and

City of Winslow Public Housing Department

900 W. Henderson Street

Winslow, AZ. 86047

Jesse Fernandez

Director, City of Winslow Public Housing Department

900 W. Henderson Street

Winslow, AZ. 86047

Respondents/Recipients

HUD Case No.: 09-15-0228-8; 09-15-0228-4; 09-15-0228-D

HUD Date Filed: December 16, 2014

Effective Date of Agreement: 2/23/2016

Expiration Date of Agreement: 2/23/2019

A. Parties and Subject Property

Complainant:

[REDACTED]

Respondents/Recipients ("Recipients"):

City of Winslow Public Housing Department (named in the complaint as
"Housing Authority City of Winslow")
Jesse Fernandez, Director, City of Winslow Public Housing Department

Subject Property:

Winslow, Arizona

B. Statement of Allegations:

The Complainant, who is disabled, alleged that the Recipients failed to accommodate her disabilities by not approving her request to port her two-bedroom voucher from the Cumberland Housing Authority in Pennsylvania to the City of Winslow Public Housing Department in Arizona.

The Complainant alleged that Recipients violated subsections 804(f)(2)(A) and 804(f)(3)(B) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 ("the Act"), when the Recipients denied her reasonable accommodation request. The Complainant further alleged that Recipients violated Section 504 of the 1973 Rehabilitation Act ("Section 504") and Title II of the Americans With Disabilities Act of 1990 ("ADA").

C. Term of Agreement:

This Conciliation/Voluntary Compliance Agreement ("Agreement") shall govern the conduct of the Recipients for a period of three (3) years from the effective date of the Agreement.

D. Effective Date

1. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law, nor an Agreement pursuant to the Act, unless and until such time as it is approved by the Department, through the FHEO Regional Director or her designee.
2. The Agreement shall become effective on the date on which it is approved by the U.S. Department of Housing and Urban Development FHEO Regional Director, San Francisco Region or her designee.

E. General Provisions

3. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The parties have read and fully understand

the significance of the terms set forth herein.

4. It is understood that the Recipients deny any violation of law and that this Agreement does not constitute an admission by the Recipients or evidence of a determination by the Department of any violation of the Act or any other law.
5. The Recipients acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
6. This Agreement, once effective, is binding upon the U.S. Department of Housing and Urban Development, the Complainant and his heirs, successors and assignees, and the Recipients, their employees, heirs, successors and assignees.
7. Pursuant to Section 810(b)(4) of the Act, this Agreement shall become a public document. The Department, however, will hold confidential all information of a personal or financial nature concerning parties to this Agreement that is not contained in the body of the Agreement.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Recipients made pursuant to the Act, or any other complaint within the Department's jurisdiction.
9. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories to the Agreement are notified in advance of the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director or her designee. Any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
10. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
11. It is understood that the signature of Jesse Fernandez is made with the authority and on behalf of Respondent Housing Authority City of Winslow.

F. Mutual Release

12. In consideration of the execution of this Agreement, Complainant hereby forever waives, releases, and covenants not to sue the Department or Recipients or their heirs, executors, assignees, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown arising out of the subject matter of HUD case numbers 09-15-0228-8 (Title VIII), 09-15-0228-4 (Section 504), and 09-15-0228-D (ADA), or which could have been filed in any action or suit

arising from said subject matter.

13. In exchange for the compliance with the provisions of the Agreement, Recipients hereby forever waive, release, and covenant not to sue the Department or Complainant, its heirs, executors, assignees, agents, employees, or attorneys with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD case numbers 09-15-0228-8 (Title VIII), 09-15-0228-4 (Section 504), and 09-15-0228-D (ADA), or which could have been filed in any action or suit arising from said subject matter.
14. This release does not apply to any rights arising from any party's failure to comply with the terms of this Agreement or to other complaints or matters of compliance which may be pending with the Department.

G. Relief for Complainant

15. Recipients agree to allow the Complainant to port her two-bedroom Housing Choice Voucher from the Cumberland Housing Authority to the Housing Authority of the City of Winslow. It is understood that Recipients have already allowed the Complainant to port her Housing Choice Voucher to the Housing Authority of the City of Winslow.
16. Recipients agree to pay the Complainant the sum total of Six Thousand Twenty Eight Dollars (\$6,028.00) in the form of a cashier's check payable to [REDACTED] and will deliver the check to Complainant via overnight mail within fourteen (14) days of the effective date of this Agreement at the following address: [REDACTED] Snowflake, AZ 85937.
17. Recipients will provide a photocopy of the check identified in paragraph F17 above to the Department no later than April 5, 2016. The photocopy should be sent to the address specified in paragraph I29 of this Agreement.

H. Relief in the Public Interest

18. Recipients agree that, within ninety (90) days of the effective date of this Agreement, Recipients' employee, Joyce Shorthair, will attend live training on fair housing, including coverage of the Act, Section 504, and the ADA. A qualified fair housing group or attorney as approved by the Department shall provide the training. Recipients shall pay for the cost of the training. It is understood that appropriate training received within ninety (90) days prior to the effective date of this Agreement will fulfill this provision upon documentation provided to the Department.
19. Recipients will provide a copy of the certification of completion of the training referenced in paragraph G18 above no later than May 15, 2016 to the address specified in paragraph I29 of this Agreement.
20. Recipients acknowledge that Section 504 of the 1973 Rehabilitation Act provides that no otherwise qualified individual with handicaps shall, solely by reason of his or her handicap be excluded from the participation in, be denied the benefits of, or be subjected

to discrimination under any program or activity receiving federal financial assistance. Recipients receive federal financial assistance and are obligated to comply with the requirements of Section 504. Recipients agree to comply with the provisions of Section 504 of the 1973 Rehabilitation Act, and as outlined in 24 CFR Parts 8 and 9.

Section 504 PROGRAM REQUIREMENTS

- a. 24 CFR Part 8, Section 8.6(a)(1)(2)-Communications
The Regulation requires that recipients shall take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public to include telecommunication devices for deaf persons (TDD's) or equally effective communication systems.
 - b. 24 CFR Part 8, Section 8.53(a)-Designation of responsible employee (Section 504 Coordinator). The Regulation requires that recipients that employ 15 or more persons shall designate at least one (1) person to coordinate its efforts to comply with this Part.
 - c. 24 CFR Part 8, Section 8.53(b)-Adoption of grievance procedures. The Regulation requires that recipients that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part.
 - d. 24 CFR Part 8, Section 8.54(a)-Notice. The Regulation provides that recipients that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap.
21. Recipients agree to continue to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy the services provided at the Housing Authority of the City of Winslow as required by law.
 22. Recipients agree to comply with all of the provisions of the Act.
 23. Recipients agree to refrain from discriminating on the basis of race, nation origin, color, disability, sex, religion and familial status as protected under federal law.
 24. Recipients agree to refrain from discriminating against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, national origin, and disability.
 25. Recipients agree to refrain from coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of any right granted or protected by Section 803, 804, 805, or 806 of the Act.

I. Monitoring

26. Recipients agree that the Department shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Department may inspect Recipients' property identified in Section A of this Agreement, interview witnesses, and copy pertinent records of Recipients.
27. Recipients agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

J. Recording and Record Keeping

28. This Agreement contains specific actions that are required of the Recipients. These actions must be completed within the specified timeframes and the Department must verify satisfactory completion. It is understood that this Agreement may serve as the parties' sole notice of the required contents and deadlines. It is also understood that the terms set forth in this Agreement are contractual and not merely recital.
29. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted to:

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: CONCILIATION REVIEW
One Sansome Street, Suite 1200
San Francisco, CA. 94104

K. Consequences of Breach

30. The parties understand that if the Department has reasonable cause to believe that the Recipients have breached this Agreement, the Department shall refer the matter to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to 42 U.S. C. §3610(c).
31. The parties understand further that failure to carry out the terms of this Agreement may result in suspension or termination of, or refusal to grant or to continue federal financial assistance, or other actions authorized by law pursuant to the Act or any other authority within the Department's jurisdiction.

SIGNATURE PAGE

These signatures attest to the approval and acceptance of this Conciliation/Voluntary Compliance Agreement.

A large black rectangular redaction box covering the signature of the complainant.

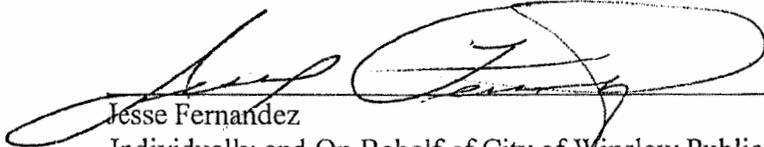
(Complainant)

2-17-16

Date

SIGNATURE PAGE

These signatures attest to the approval and acceptance of this Conciliation/Voluntary Compliance Agreement.


Jesse Fernandez
Individually and On Behalf of City of Winslow Public Housing Department
(Recipients)

1/18/16
Date

SIGNATURE PAGE

This signature attests to the approval and acceptance of this Conciliation/Voluntary Compliance Agreement.



2/23/2016

Anne Quesada
Regional Center Director
Office of Fair Housing and
Equal Opportunity

Date