UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of Fair Housing and Equal Opportunity

Conciliation Agreement

under

Title VIII of the Civil Rights Act of 1968 as amended
By the Fair Housing Amendments Act of 1988

between

The United States
Department of Housing and Urban Development

and

Rafael and Ana Rodriguez

and

Nashua Housing Authority

Case Numbers: 01-06-0526-8 (Fair Housing Act) and 01-06-0062-6 (Title VI)

Conciliator: Susan Forward, Equal Opportunity Specialist

PREAMBLE

The Parties to this Conciliation Agreement (hereinafter collectively "the Parties") are Complainants, Rafael and Ana Rodriguez (hereinafter Complainants) and Respondent, Nashua Housing Authority (hereinafter Respondent), and the United States Department of Housing and Urban Development (hereinafter the Department).

On September 8, 2006, Complainants filed a complaint with the Department alleging discrimination based on national origin. The complaint was filed under the Fair Housing Act, 42 U.S.C.§§ 3601-19 (hereinafter the Act) and Title VI of the Civil Rights Act of 1964. Respondent denied the allegations in said complaint.
The Parties agree that it is in their best interests to avoid further administrative proceedings and the potential for protracted and costly legal proceedings. Accordingly, the Parties enter into this Conciliation Agreement in order to resolve their dispute.

I. GENERAL PROVISIONS

It is understood that the Parties enter into this Agreement freely and voluntarily, and that no party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

1. This Agreement will become effective as of the date signed by the FHEO Region I Director of the New England Office of Fair Housing and Equal Opportunity. The FHEO Region I Director, acting on behalf of the Secretary of the Department of Housing and Urban Development, (hereinafter the Secretary) retains authority to approve or disapprove this Agreement.

2. It is understood that this agreement does not constitute an admission by the Respondent of any violation of the Act, or other Federal Statute, nor does this Agreement constitute evidence of a determination by the Department of any violation of the Act or any other federal statute. Respondent agrees that the Secretary has the authority to enforce the Fair Housing Act.

3. In exchange for the Respondent's performance of the provisions of this Agreement, the Complainants hereby waive, release and covenant not to file a civil action against the Respondent, or to undertake further administrative action against the Respondents with respect to the matters which were or which might have been alleged in the subject fair housing complaint. This release and waiver applies to the complaint existing between the signatories to this Agreement, and applies to any other complaints filed by Complainants which may be pending with the Department, including all matters pending up to the effective date of this Agreement.
4. The Respondent agrees not to retaliate against or interfere with the Complainants or any

other person on account of their exercise of any right under the Fair Housing Act, or any other civil rights statute, or on account of their having aided or encouraged the Complainants or any other person in the exercise or enjoyment of their rights under the Act or under any other civil rights statute.

5. This Agreement does not in any way limit or restrict the Department's authority to investigate and act upon any future complaints involving Respondents.

6. It is understood that, according to Section 810(b)(4) of the Act, this Agreement shall become a public document. The Department, however, shall hold confidential all information of a personal or financial nature, concerning the Parties to this Agreement, and not contained in the body of this Agreement.

II. SPECIFIC RELIEF

1. Respondent shall pay a monetary sum to Complainants as a good faith means of resolving this matter. Said monetary sum shall be arrived at by the mutual calculation and agreement by Respondent and Complainants' Attorney of the amount of rent underpaid by Complainants. Said underpaid rent shall be deducted from $2,500. Said remaining amount shall be disbursed to Complainants through their attorneys, New Hampshire Legal Assistance within thirty days of this calculation.

2. Respondent agrees to pay five hundred dollars ($500.00) in attorney fees to Complainants' attorneys, New Hampshire Legal Assistance, within thirty days of execution of this Agreement.

3. Upon reasonable request by Respondent, New Hampshire Legal Assistance agrees to provide training on LEP obligations to Respondent.

4. Subject to the Respondent performance of the above provisions, the Complainants shall withdraw the discrimination complaints filed with the U.S. Department of Housing and Urban Development docket numbers Case Nos. 01-06-00526-8 and 01-06-0062-6.

III. ACTIONS IN THE PUBLIC INTEREST

1. The Respondent acknowledges that federal civil rights law prohibits it from discriminating against any person in the terms, conditions or privileges of rental or in the provision of services or facilities in connection therewith, on the basis of race, color, religion, sex, national origin, handicap, or familial status, from interfering with any person in the exercise or enjoyment of the right to rent or occupy a dwelling in any manner that might result in, or be interpreted as an act of discrimination on the basis of race, color, religion, sex, national origin, handicap or familial status, requires that it accept and process application(s) without regard to race, color, religion, sex, national origin, handicap or familial status, and requires that it provide reasonable accommodations in its policies and practices.

2. Title VI of the Civil Rights Act of 1964 and Executive Order 13166 require all recipients of federal financial assistance to take responsible steps to ensure meaningful access to benefits and services to Limited English Proficient (LEP) persons.

3. Pursuant to the above referenced Executive Order and HUD published guidance thereunder, the Respondent agrees to conduct a four-factor analysis to determine: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the program. (2) The frequency with which LEP persons come into contact with the program. (3) The nature and importance of the program to people lives and (4) the resources available to execute the program within 45 days of the date of the agreement.

4. The Respondent further agrees to draft a written Limited English Proficiency (LEP) Plan within 60 days of the date of the agreement designed to ensure meaningful access to their programs and activities by LEP persons. The plan will include the provisions outlined below:

   A. Training to ensure staff members know their obligations to provide meaningful access to information and services for LEP persons
   B. Identification of LEP individuals who need language assistance
   C. Information on ways in which language services will be provided
   D. Procedures for providing notice to LEP persons that services are available free of charge
   E. A monitoring process, to be adjusted as needed by Respondent, to periodically assess the effectiveness of the program.

3. The plan will include a summary detailing the available options and protocol for providing timely oral and written language services to include:

Oral Language Services

A. Hiring of bilingual staff
B. Hiring or contracting interpreters
C. Using telephone interpreter services
D. Using community volunteers
E. Use of family members or friends as interpreters

Written Language Services (Translation)

A. What documents should be translated?
B. What languages should documents be translated into?

Implementation Plan

A. Timeline for implementing its plan
B. Appointment of an employee responsible for overseeing implementation of plan
C. Description of a self-monitoring plan designed to ensure implementation

A copy of the Respondent's draft LEP Plan shall be forwarded to New Hampshire Legal Assistance who will be provided with 15 days to comment on the LEP plan before a Final Copy is sent to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, 10 Causeway St, Boston, MA 02222, Attention: Amziah Craig, Enforcement Branch Chief. In addition, and upon advance reasonable request, Respondent shall provide to New Hampshire Legal Assistance, copies of its final plan and information, as available, on its progress toward implementation of the plan.

IV. COMPLIANCE

1. The Parties agree that the Department shall be solely responsible for determining whether the Complainants and Respondent are in compliance with the terms of this Agreement.

2. The Parties understand that, should the Department have reasonable cause to believe that the parties have breached this Agreement, the Department's General Counsel will refer the matter to the Attorney General for enforcement of the provisions of the Agreement pursuant

to Sections 810(c) and 814(b)(2)(A) of the Act.

Signatures

Complainant:

Rafael Rodriguez — 1-4-07 Date

Ana Rodriguez — 1-4-07 Date

Respondent:

Nashua Housing Authority — 1-9-07 Date

Approved on behalf of the Office of Fair Housing and Equal Opportunity:

Marcella O. Brown — 1/17/07 Date
FHEO Region I Director