



CONCILIATION AGREEMENT

Between

U.S. Department of Housing and Urban Development

and

[REDACTED]
(Complainant)

and

Richmond Housing Authority
(Respondent)

Under

Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act)

Approved by the FHEO Regional Director on behalf of the United States Department of Housing and Urban Development

FHEO CASE NUMBER: 09-17-7822-8


FHEO CASE NAME: [REDACTED] *Richmond Housing Authority*

HUD DATE FILED: March 28, 2017

Effective Date of Agreement: 12/14/2017
Expiration Date of Agreement: 12/14/2020

PARTIES AND SUBJECT PROPERTY


Complainant


Bay Area Legal Aid
1025 Mac Donald Avenue
Richmond, CA 94801

Respondent

Richmond Housing Authority
330 – 24th Street
Richmond, CA 94804

A. STATEMENT OF FACTS

A complaint was filed on March 28, 2017 with the United States Department of Housing and Urban Development ("the Department" or "HUD") alleging that  ("Complainant") was injured by a discriminatory act of the Respondent. Complainant alleged that the Respondent violated subsections 804(f)(1), 804(f)(2) and 804(f)(3)(B) of the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601 *et seq.* ("the Act"), on the basis of disability when Respondent terminated Complainant's Housing Choice Voucher (Section 8), imposed discriminatory terms and conditions, and refused Complainant's reasonable accommodation request.

Respondent denies having discriminated against Complainant, but agrees to settle the complaint referenced above by entering into this Conciliation Agreement.

B. TERM OF AGREEMENT

1. This is a Conciliation Agreement between the Complainant, named above, and the Respondent, named above, and between the Department. As specifically stated herein, this Conciliation Agreement ("Agreement") shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

C. EFFECTIVE DATE

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the Department, through the Office of Fair Housing and Equal Opportunity ("FHEO") Regional Director, or her designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, or her designee.

D. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. It is understood that the Respondent denies any violation of law and that this Agreement does not constitute an admission by the Respondent or evidence of a determination by the Department of any violation of the Act or any other law.
6. Respondent acknowledges that it has 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. Respondent further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act, as well as a violation of HUD's implementing regulations at 24 C.F.R. part 100 et seq.
7. This Agreement, after it has been approved by the FHEO Regional Director, or her designee, is binding upon the Respondent, its employees, heirs, successors and assigns and all others in active concert with Respondent in the ownership or operation of the subject property.
8. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or her designee, it shall become a public document.
9. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondent made pursuant to the Act, or any other complaint within the Department's jurisdiction.
10. No amendments to, modifications of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories or their successors to the Agreement are notified in advance and agree to 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.
11. 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.
12. It is understood that the signature of William Lindsay, Richmond City Manager, is made with the authority of and on behalf of Respondent Richmond Housing Authority.

13. Complainant hereby forever waives, releases, and covenants not to sue the Department or the Respondent, their successors, heirs, executors, assigns, agents, officers, board members, 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 Number 09-17-7822-8, which could have been filed in any action or suit arising from said subject matter.
14. Respondent hereby forever waives, releases and covenants not to sue the Department or the Complainant and their successors, heirs, executors, assigns, agents, officers, board members, 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 Number 09-17-7822-8, which could have been filed in any action or suit arising from said subject matter.

E. RELIEF FOR COMPLAINANT

15. Respondent agrees to issue Complainant a Section 8 Housing Choice Voucher (one-bedroom size) and allow Complainant 120 days to locate housing.

As evidence of compliance with this paragraph, Respondent will provide the Department with a copy of the Section 8 Housing Choice Voucher within thirty (30) days of the effective date of this Agreement. The Voucher should be sent to the address specified in paragraph I25 of this Agreement.

16. Respondent agrees to increase the bedroom size of Complainant's Section 8 Housing Choice Voucher, as appropriate, upon receipt of acceptable third party verification supporting Complainant's need for a larger unit as a reasonable accommodation for his disability; Respondent further agrees that it shall process this reasonable accommodation request, and all of Complainant's reasonable accommodation requests, in accordance with the Act, Section 504 of the Rehabilitation Act of 1973, the American with Disabilities Act of 1990, and as set forth in the HUD-Department of Justice Joint Statement on Reasonable Accommodations, which can be accessed here: https://www.hud.gov/sites/documents/DOC_7771.PDF.

17. Respondent agrees to pay Complainant the sum total of five thousand eight hundred thirty-three dollars (\$5,833.00) to reimburse him for storage fees within thirty (30) days of the effective date of this Agreement. Said payment will be in the form of a certified or business check made payable to [REDACTED] and mailed to Complainant via overnight or two-day delivery with tracking capability to [REDACTED] Bay Area Legal Aid, 1025 MacDonald Avenue, Richmond, CA 94801.

To show compliance with this paragraph, Respondent will provide a photocopy of said check and delivery tracking information to the Department within thirty (30) days of the effective date of this Agreement. The photocopy of said check should be sent to the address specified in paragraph I25 of this Agreement.

18. Respondent agrees to reassign Complainant to a new Housing Specialist within seven (7) days of the effective date of this Agreement and provide Complainant with a letter informing him of the change.

As evidence of compliance with this paragraph, Respondent will provide the Department with a copy of the letter sent to Complainant within fourteen (14) days of the effective date of this Agreement. The letter should be sent to the address specified in paragraph I25 of this Agreement.

G. Relief in the Public Interest

19. Respondent agrees that its employees Jamillia Lott, William Bounthon and all other personnel responsible for making decisions regarding the Housing Choice Voucher Program, including evaluating requests for reasonable accommodations in conjunction with the Housing Choice Voucher Program, will attend the next fair housing training class conducted by the Department. The next training class is currently scheduled as follows:

Date: January 23, 2018
Time: 10:00 a.m. to 2:00 p.m.
Location: One Sansome Street, Suite 1200
San Francisco, California 94104

The Department's contact information for this training is by email to:
sf_complianceunit@hud.gov.

20. Respondent agrees to comply with all of the provisions of the Act and HUD's implementing regulations at 24 C.F.R. part 100 et seq.
21. Respondent acknowledges that the Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, and disability, and further makes it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.
22. Respondent agrees to not discriminate against any person on the basis of race, color, national origin, religion, sex, familial status, and disability.

23. Respondent agrees to evaluate all requests for reasonable accommodation in accordance with the Act, Section 504 of the 1973 Rehabilitation Act and the Americans with Disabilities Act of 1990, and as set forth in the HUD-Department of Justice Joint Statement on Reasonable Accommodations, available here:
https://www.hud.gov/sites/documents/DOC_7771.PDF.

H. Monitoring

24. The Department shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Department may interview witnesses, and copy pertinent records of Respondent. Respondent agrees to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

I. Reporting and Recordkeeping

25. 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 94104-4430

Or by email to: sf_complianceunit@hud.gov

J. Consequences of Breach

26. Whenever the Department has reasonable cause to believe that the Respondent has breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to Subsections 810(c) and 814(b)(2) of the Act.
27. The parties understand 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.

K. SIGNATURES

COMPLAINANT'S SIGNATURE PAGE

This signature attests to the approval and acceptance of this Agreement.


[Redacted Signature]

12/5/17
Date

(Complainant)

RESPONDENT'S SIGNATURE PAGE

This signature attests to the approval and acceptance of this Agreement.



William Lindsay, Richmond City Manager
On Behalf of Richmond Housing Authority
(Respondent)

12/7/17

Date

L. APPROVAL

This signature attests to the approval and acceptance of this Agreement.

Kenneth J. Canell

12/14/2017

for

Anné Quesada
Regional Director
Office of Fair Housing and Equal Opportunity

Date