



CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

U.S. Department of Housing and Urban Development
NAME REDACTED
(Complainant)

and

Housing Authority of the City of Los Angeles
(Respondent/Recipient)

Under

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

and

Section 504 of the Rehabilitation Act of 1973

and

The Americans with Disabilities Act of 1990

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

HUD CASE NAME: **NAME REDACTED** v. *Housing Authority of the City of Los Angeles* HUD
CASE NUMBERS: 09-18-3937-8, 09-18-3937-4, 09-18-3937-D

HUD Date Filed: September 6, 2018

Effective Date of Agreement: August 6, 2019

Expiration Date of Agreement: August 6, 2022

A. PARTIES AND SUBJECT PROPERTY

Complainant

ADDRESS REDACTED

Los Angeles, CA 90003

Respondent/Recipient

Housing Authority of the City of Los Angeles

2600 Wilshire Blvd.

Los Angeles, CA 90057

Subject Property

Fox Normandie Apartments

849 Normandie Ave.

Los Angeles, CA 90005

B. STATEMENT OF FACTS

A complaint was filed on September 6, 2018, with the United States Department of Housing and Urban Development ("the Department") alleging that the Complainant was injured by a discriminatory act of the Respondent/Recipient. Complainant alleged that the Respondent/Recipient violated subsections 804(a), 804(0(2) and 804(0(3)(6), Section 818 of the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601 et seq. ("the Act"), on the basis of sex and disability. Complainant also alleged a violation of Section 504 of the Rehabilitation Act of 1973 ("Section 504) and the Americans with Disabilities Act of 1990 ("ADA"), which Respondent/Recipient must comply with because of their receipt of Federal financial assistance.

Respondent/Recipient denies having discriminated against Complainant but agrees to settle the complaint by entering into this Conciliation Agreement / Voluntary Compliance Agreement.

C. TERM OF AGREEMENT

1. This is a Conciliation Agreement between the Complainant, named above, and the Respondent, named above, and a Voluntary Compliance Agreement between the U.S. Department of Housing and Urban Development and said Respondent/Recipient. As specifically stated herein, this Conciliation Agreement / Voluntary Compliance 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.

D. 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, or a Voluntary Compliance Agreement pursuant to Section 504 and the ADA 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, San Francisco Region, or her designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. 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 Respondent/Recipient denies any violation of law and this Agreement does not constitute an admission by Respondent/Recipient or evidence of a determination by the Department of any violation of the Act, Section 504 or the ADA.
6. Respondent/Recipient 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/Recipient further acknowledges that any subsequent retaliation or discrimination **constitutes both a material breach of this Agreement and a statutory violation of the Act.**
7. **This Agreement, after it has been approved by** the FHEO Regional Director, or her designee, is binding upon Respondent/Recipient, its employees, heirs, successors and assigns.
8. It is understood that, pursuant to subsection 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or her designee, it is 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/Recipient made pursuant to the Act, Section 504, the ADA, or any other complaint within the Department's jurisdiction.
10. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the 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 executions of consent 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 Douglas Guthrie is made with the authority and on behalf of Respondent/Recipient Housing Authority of the City of Los Angeles.
13. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondent/Recipient, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 09-18-3937-8, 09-18-3937-4, and 09-18-3937-D, or which could have been filed in any action or suit arising from said subject matter.
14. Respondent/Recipient hereby forever waives, releases, and covenants not to sue the Department or Complainant, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 09-18-3937-8, 09-18-3937-4, and 09-18-3937-D, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

15. Respondent/Recipient agrees to continue processing Complainant's emergency housing transfer to another Section 8 Moderate Rehabilitation building in Los Angeles, CA. Respondent/Recipient, within forty-five (45) days of the effective date of this Agreement, will provide Complainant with written confirmation that it has completed the housing transfer and will provide the Department with a copy of the confirmation. If Respondent/Recipient anticipates that the transfer will not be completed within forty-five (45) days of the effective date of this Agreement due to reasons outside of its control, Respondent/Recipient will inform the Complainant and the Department in writing within forty (40) days of the effective date of this Agreement of the specific reason(s) for the delay and provide an expected transfer completion date.
16. During the process of securing Complainant's housing transfer as well as after the housing transfer is completed, Respondent/Recipient agrees to refrain from sharing Complainant's new address or location information with any third parties in order to protect her safety and privacy interests.
17. Respondent/Recipient agrees to pay Complainant \$35,000 within thirty (30) days of the effective date of this Agreement. Payment will be in the form of a certified check or business check made payable to **NAME REDACTED** and mailed to **ADDRESS REDACTED**. Respondents will provide a copy of the check to the Department within forty-five (45) days of the effective date of this Agreement.
18. Respondent/Recipient agrees to pay Legal Aid Foundation of Los Angeles \$15,000 for

attorneys' fees within thirty (30) days of the effective date of this Agreement. Payment will be in the form of a certified check or business check made payable to Legal Aid Foundation of Los Angeles and mailed to 7000 S. Broadway, Los Angeles, CA 90003. Respondents will provide a copy of the check to the Department within forty-five (45) days of the effective date of this Agreement.

G. RELIEF IN THE PUBLIC INTEREST

19. Respondent/Recipient agrees to comply with all the provisions of the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988. Respondent/Recipient acknowledges that the Fair Housing Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, or 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 people with disabilities an equal opportunity to use and enjoy a dwelling.
20. Respondent/Recipient confirms that the appropriate Section 8 and Public Housing employees recently received training on fair housing, reasonable accommodations, and the Violence Against Women Act (VAWA).
21. Respondent/Recipient agrees that all appropriate Section 8 and Public Housing employees, including but not limited to all employees who may receive reasonable accommodation requests from the public, shall attend training on fair housing, reasonable accommodation and interactive process requirements, including requests made under VAWA, in 2020, 2021, and in 2022. Respondent/Recipient will provide the Department written certification once the annual training has been completed, along with a list of attendees. If Respondent/Recipient contracts with any third party agent and/or consultant to participate in the reasonable accommodation process on Respondent/Recipient's behalf, Respondent/Recipient agrees to require such agent and/or consultant to be trained on fair housing, reasonable accommodation and interactive process requirements.
22. Respondent/Recipient agrees to provide information to the public housing/Housing Choice Voucher applicant families about their civil rights and rights under VAWA, including but not limited to updating all pamphlets/brochures/packets/website information to conform to current fair housing laws and regulations. Respondent/Recipient agrees to ensure that such materials are available in accessible formats and meet all current language requirements upon demand or recognized need.
23. Respondent/Recipient agrees to annually dedicate one "Landlord Newsletter" to fair housing laws, with specific examples of accommodation requests and an effective interactive process, for a period of at least three (3) years. Respondent/Recipient agrees to provide the Department with a copy of the annual "Landlord Newsletter."
24. Respondent/Recipient agrees to provide annual training and/or notice to all Housing Choice Voucher recipients, public housing residents, and Moderate Rehabilitation residents, regarding their rights and responsibilities on disability accommodations and the

interactive process, and VAWA. Respondent/Recipient agrees to fulfill this obligation by revising its current application and certification packet materials to be current with fair housing laws and regulations and VAWA, and ensuring that such materials are available in accessible formats and meet all current language requirements. Respondent/Recipient agrees to provide the Department copies of the revised application and certification packet materials within ninety (90) days of the effective date of this Agreement.

25. Respondent/Recipient agrees to annually dedicate one "Tenant Newsletter" to fair housing laws, with an emphasis on reasonable accommodation procedures, for a period of at least three (3) years. Respondent/Recipient agrees to provide the Department with a copy of the annual "Tenant Newsletter."
26. Respondent/Recipient agrees to continue considering VAWA emergency requests made both orally and in writing. Respondent/Recipient agrees to continue using HUD Form 5382, "Certification of Domestic Violence, Sexual Assault, or Stalking, and Alternate Documentation," when processing requests for VAWA emergency transfers made by Section 8 participants.
27. Respondent/Recipient agrees to amend its VAWA emergency transfer plan to specify that VAWA emergency transfers will be accepted at any time during the course of an individual's participation in Respondent's/Recipient's Section 8 program. Respondent/Recipient agrees to amend its VAWA emergency transfer plan to specify that an emergency transfer can be requested orally to any staff member, in writing, or on HUD Form 5382. These obligations will be met by Respondent/Recipient adopting the amended Emergency Transfer Plan, included here as "Attachment A", within ninety (90) days of the effective date of this Agreement.
28. Respondent/Recipient agrees to post its VAWA emergency transfer plan on its website. Respondent/Recipient agrees to provide the Department with written confirmation that its VAWA emergency transfer plan has been posted on its website within ninety (90) days of the effective date of this Agreement.
29. Respondent/Recipient confirms that it has implemented a "Chain of Command Procedures" policy that a Section 8 participant can utilize when the participant has not received an update on their VAWA emergency transfer request.
30. Respondent/Recipient confirms that it has hired a full-time Ombudsperson to monitor incoming reasonable accommodation requests so as to ensure that these requests are responded to in a timely manner.
31. Respondent/Recipient confirms that it has hired a full-time Chief Program Officer to improve operations and ensure that all applicable staff are receiving annual training on reasonable accommodation request procedures.
32. Respondent/Recipient confirms that it has created an internal system of tracking reasonable accommodation requests made by Section 8 participants, including generating

regular reports to track existing requests and ensure these requests are responded to in a timely manner. Respondent/Recipient will provide the Department with a copy of the reasonable accommodation request report that tracks requests made by residents of the Subject Property within ninety (90) days from the effective date of this Agreement, and at intervals of one hundred and eighty (180) days thereafter, for a period of at least three (3) years.

33. Respondent/Recipient acknowledges that Section 504 of the 1973 Rehabilitation Act ("Section 504") 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. Respondent/Recipient 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.

- a) 24 CFR Part 8, Section 8.6-Communications. The Regulation requires that recipients shall take appropriate steps to ensure effective communication with applicants, beneficiaries, and member of the public to include telecommunication devices for deaf person (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.

34. Respondent/Recipient acknowledges that Title 11 of the ADA protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Title II of the ADA extends the prohibition on discrimination established by Section 504 to all activities of State and local governments regardless of whether these entities receive federal financial assistance. Respondent/Recipient agrees to comply with the provisions of ADA regulations as outlined in 28 CFR Part 35.

- a) 28 CFR Part 35, §35.106 Notice. The ADA requires that a recipient with fifty or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipient that it does

not discriminate on the basis of handicap in violation of this part.

- b) 28 CFR Part 35, §35.107(a) Designation of responsible employee and 28 CFR Part 35, §35.107(b) Adoption of grievance procedures. The ADA requires a recipient with fifty or more persons to designate at least one person to ensure compliance with Section 504 and to adopt a grievance procedure that provides prompt and equitable resolution of complaints alleging any action prohibited in these parts.
- c) 28 CFR Part 35, §35.161 Telecommunication devices for the deaf. The regulations require that the recipient 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.

35. Respondent/Recipient agrees to provide its designated ADA Coordinator with specialized annual training consistent with their responsibilities for a period of at least three (3) years from the effective date of this Agreement.

H. MONITORING

36. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may review compliance with this Agreement. As part of such review, the Department may inspect Respondent's/Recipient's property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondent/Recipient. Respondent/Recipient agrees to provide its full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

37. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Branch
ATTENTION: **Laura Ishida, Equal Opportunity Specialist**
300 N. Los Angeles St.
Suite 4054
Los Angeles, CA 90012
Laura.ishida@hud.gov

J. CONSEQUENCES OF BREACH

38. Whenever the Department has reasonable cause to believe that Respondent/Recipient 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.

39. Respondent/Recipient understands 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.

Conciliation Agreement / Voluntary Compliance Agreement

NAME REDACTED v. Housing Authority of the City of Los Angeles, 09-18-3937-8, 09-18-3937-4, 09-18-3937-D

COMPLAINANT'S SIGNATURE

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

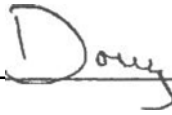
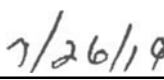
SIGNATURE REDACTED

Conciliation Agreement.' Voluntary Compliance Agreement

NAME REDACTED v. Housing Authority of the City of Los Angeles, 09-18-3937-8, 09-18-3937-4, 09-18-3937-D

RESPONDENT'S/RECIPIENT'S SIGNATURE

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

 --ttiv-J-- 
Date

Douglas Guthrie
President and CEO, Housing Authority of the City of Los Angeles
On Behalf of Respondent/Recipient:
Housing Authority of the City of Los Angeles

EXHIBIT A



HOUSING AUTHORITY OF THE CITY OF LOS ANGELES



Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

The Housing Authority of the City of Los Angeles (HACLA) is concerned about the safety of its residents, and such concern extends to residents who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ HACLA allows residents who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the resident's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of HACLA to honor such request for residents currently receiving assistance depends upon a preliminary determination that the resident is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HACLA has another dwelling unit that is available to offer the resident for occupancy.

This plan identifies residents who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to residents on safety and security.

Eligibility for Emergency Transfers

A resident who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer if the resident reasonably believes that there is a threat of imminent harm from further violence if the resident remains within the same unit. If the resident is a victim of sexual assault, the resident may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A resident requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Emergency Transfer Request Documentation

To request an emergency transfer, the resident must notify (either orally or in writing) HACLA's office and complete a transfer request using form HS-ETR-VAWA. By completing the form, the resident will be certifying the following:

- 1 The resident is expressly requesting the transfer, AND
2. The resident reasonably believes there is a threat of imminent harm from further violence if the resident were to remain in the same dwelling unit assisted under HACLA's program; or the resident was a sexual assault victim and the sexual assault occurred on the premises during the 90-calendar-day period preceding the resident's request for an emergency transfer.

Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

HACLA - Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Confidentiality

HACLA will keep confidential any information that the resident submits in requesting an emergency transfer and information about the emergency transfer, unless the resident gives HACLA written **permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.** This includes keeping confidential the new location of the dwelling unit of the resident, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the resident. See the *Notice of Occupancy Rights under the Violence Against Women Act* (form VAWA-100) for more information about HACLA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

HACLA will accept emergency transfers at any time during the course of an individual's residence at HACLA's assisted properties.

HACLA cannot guarantee that a transfer request will be approved **or how long it will take to process the request nor can HACLA guarantee offers to specific sites or specific units.** HACLA will, however, **act as quickly as possible to move a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking to another appropriate unit, subject to availability.** If a resident reasonably believes a proposed unit would not be safe, the resident may request a different unit. When a unit is accepted, the transferred resident must agree to abide by the terms and conditions that govern occupancy in the unit to which the resident has been transferred.

If HACLA has no available units for which a resident who needs an emergency transfer is eligible, HACLA will assist the resident in identifying other housing providers who may have available units to which the resident could move assuming the resident is eligible for such unit. At the resident's request, HACLA may assist residents in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking (form VAWA-300 attached to this plan).

Safety and Security of Residents

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the resident is urged to take all reasonable precautions to be safe.

Residents who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a personal safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Residents who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Residents who are or have been victims **of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://winmvictimsofcrime.org/our-programs/stalkino-resource-center>.**

Attachment: List of local organizations that offer help to victims, form VAWA-300.