



**VOLUNTARY COMPLIANCE AGREEMENT
AND
TITLE VIII CONCILIATION AGREEMENT**

BETWEEN

**UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY**

AND

REDACTED

Salt Lake City, UT 84101]

AND

**JSA II, LLC
1776 S. West Temple
Salt Lake City, UT 84115**

AND

**HOUSING ASSISTANCE MANAGEMENT ENTERPRISE
1776 S. West Temple
Salt Lake City, UT 84115**

**CASE NUMBERS: 08-16-4465-8 (Title VIII)
08-16-4465-4 (Section 504)
08-16-4465-D (ADA)**

I. INTRODUCTION

The U.S. Department of Housing and Urban Development ("HUD" or the "Department") administers Section 504 of the Rehabilitation Act of 1973, as amended ("Section 504"), 29 U.S.C. § 794, and regulations issued at 24 C.F.R. Part 8; Title II of the Americans with Disabilities Act of 1990 and HUD's implementing regulations at 28 C.F.R. Part 35, both as amended (the "ADA"); and Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601, *et seq.*, and HUD's implementing regulations at 24 C.F.R. Part 100, both as amended (the "Fair Housing Act").

JSA II, LLC ("JSA") is the owner and Housing Assistance Management Enterprise ("HAME," and together with JSA, "Respondents") serves as the primary management company of Jefferson School Apartments II, located at 1011 S. West Temple, Salt Lake City, Utah (the "Subject Property"). The Subject Property is an 84-unit, multi-family project consisting of low income housing tax credit (LIHTC) units and market rate (MR) units. The Housing Authority of Salt Lake City ("HASLC") provided a portion of the financing for the construction of the Subject Property, and the Subject Property was constructed using federal financial assistance/receives federal financial assistance, as defined by 24 C.F.R. § 8.3, pursuant to a HAP contract administered through HUD and accordingly subject to HUD's Section 504 and ADA enforcement authority.

On September 2, 2016, a housing discrimination complaint was originally filed against JSA II LLC and HASLC with the Utah Anti-Discrimination and Labor Division and later reactivated by the Department on January 20, 2017. The complaint alleged Respondents failed to make a reasonable accommodation for **REDACTED** (the "Complainant") disability when they refused to designate a covered parking space near her unit and subjected her to different terms and conditions because of her disability.

Respondents collectively deny they discriminated against Complainant regarding her request for a reasonable accommodation or subjected her to different terms and conditions based on her disability. The investigation revealed that Complainant requested a covered parking space closer to her unit on or around April 19, 2016 and May 3, 2016 and submitted a third-party verification form indicating she had a disability and need for a parking space closer to her unit. Respondents maintain they approved Complainant's request as evidenced by placing her on the top of the waiting list for a covered parking space when unassigned open parking spaces were available. Respondents also maintain they offered an uncovered space closer to the unit.

Complainant requested an informal appeal to discuss Respondents' decision. On or about June 29, 2016, an informal hearing was held and Respondents assert they offered Complainant an assigned uncovered parking space in front of her unit, but Complainant declined the offer and insisted on an assigned covered space. Complainant disputed that fact and said she would have accepted a covered or uncovered assigned space, but Respondents only offered to place her on the top of the waiting list for an assigned covered space. On or about September 1, 2016, a covered space became available and Respondents immediately assigned the space to Complainant.

This Voluntary Compliance Agreement and Title VIII Conciliation Agreement sets forth the provisions agreed upon by the Department, Complainant, and Respondents to address the allegations of Complainant and related issues regarding Respondents' obligations under Section

504. The parties agree that their entry into this Agreement resolves the disputed claims related to Respondents' compliance with the Section 504 and ADA as it relates to the allegations of Complainant prior to the date of execution of the agreement. This agreement also resolves the Fair Housing Act complaint.

It is understood by all parties that this Agreement does not constitute an admission by Respondents of any violation of the Fair Housing Act or non-compliance with Section 504 or the ADA on the part of Respondents.

IL GENERAL PROVISIONS

1. This Voluntary Compliance Agreement and Conciliation Agreement (Agreement) is effective on the date it is signed by the Region VIII Director, Office of Fair Housing and Equal Opportunity (the Director). The Director, acting on behalf of the HUD secretary, retains authority to approve or disapprove this Agreement. This Agreement is binding upon the Respondents, their employees, heirs, successors and assigns.
2. This Agreement shall remain in effect until Respondents have satisfactorily complied with the terms of this Agreement, or for a maximum period of two (2) years after the effective date of this Agreement. If Respondents fail to comply with the terms of this Agreement it will be considered a breach of the Agreement, in the event of which, HUD can withdraw financial support for Respondents in accordance with 24 C.F.R. § 8.57.
3. 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.
4. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a resolution pursuant to the ADA's or Section 504's implementing regulations or the Fair Housing Act implementing regulations, unless and until such time as it is approved by the Director or his or her designee.
5. Upon the Respondents submission of any plans, policies, or documents to HUD in accordance with the dates specified in this Agreement, the Director shall timely review and approve or reject those submissions. If any such submission is rejected, the Director shall provide Respondents with an explanation of the deficiencies relating to the rejection and request Respondents resubmission of acceptable plans, policies, or documents for approval.
6. This Agreement is binding upon all of the officers, trustees, directors, agents, employees, heirs, successors and assigns of Respondents and the Department, when acting in their official capacities on behalf of Respondents or the Department.
7. This Agreement does not limit or restrict HUD's authority to investigate any complaints

involving Respondents made pursuant to any other authority within HUD's jurisdiction.

8. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless the following conditions are met: (1) all signatories to the Agreement are notified in advance of the proposed amendment, modification, or waiver; (2) the amendment, modification, or waiver is in writing; and (3) the amendment, modification, or waiver is approved and signed by the Director. Any such amendment, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which it was approved.
9. This Agreement does not affect the Respondents' legal obligations to comply with all requirements of Section 504, Title II of the ADA, and the Fair Housing Act.
10. The individual(s) signing on behalf of the Respondents hereby represent that he or she has authority to sign for that Respondent, and that the signature will bind the Respondent.
11. Upon the effective date of this Agreement, this Agreement is a public document. A copy of this Agreement shall be made available by HUD to any person in accordance with the law. Recipients shall also provide a copy of this Agreement to any person upon request.
12. The parties agree the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
13. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, their heirs, executors, assigns, agents, employees, affiliates, and attorneys, including HASLC, with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, related to the subject matter of HUD Case Numbers 08-16-4465-8/4/D, or which could have been filed in any action or suit arising from said subject matter.
14. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant and their successors, 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, related to the subject matter of HUD Case Numbers 08-16-4465-8/4/D or which could have been filed in any action or suit arising from said subject matter.

III. SPECIFIC PROVISIONS

15. Relief for Complainant
 - (a) Within ten (10) days of the effective date of this Agreement, Respondents agree to issue Complainant a letter of apology for its actions related to Complainant's housing discrimination complaint. Respondents shall provide HUD with a copy of the letter

within ten (10) days after issuance.

- (b) Respondents agree to transfer Complainant to the next available comparable ground floor unit at Jefferson II at no additional cost to Complainant for the amount of her housing choice voucher. For the sake of this paragraph, "comparable ground floor unit" shall mean a unit with the same number of bedrooms as Complainant's current unit and in a similar condition. Respondents shall notify Complainant at least 60-days in advance about the availability of the new unit to allow Complainant to prepare for the move.
- (c) Respondents agree to pay for a full-service, third-party mover for a maximum of \$2,500. Respondents will contract directly with the moving company after Complainant selects the movers.
- (d) Respondents shall provide HUD with a copy of the 60-day notice issued to Complainant notifying her about the available ground floor unit; with a copy of the new lease agreement with Complainant for the ground floor unit; and with a copy of the contract with the moving company, including payment receipt, within ten (10) days after issuance.
- (e) Within ten (10) days of Complainant's written request, Respondents agree to assign a designated parking space in front of the new ground floor unit, including a covered parking space if Complainant requests such. Respondents shall add signage in front of or next to the assigned parking space, or place "reserved" on the asphalt of the space, to identify the assigned space as a reserved space for Unit XXX. Respondents will provide HUD with pictures of the designated space and signage within ten (10) days after assignment of the parking space.

16. Monetary Relief for Complainant.

- (a) Within thirty (30) days of the effective date of this Agreement, Respondents agree to pay Complainant [\$18,000.00.] Respondents shall make check payable to **REDACTED** and mail it to **REDACTED**, Salt Lake City, UT 84101. Respondents will provide HUD evidence of such payment within thirty (30) days of payment to Complainant.

17. HUD Public Interest Provisions:

- (a) Within twelve (12) months of the effective date of this Agreement, Respondents will ensure all employees involved in the management and operation of the Subject Property will have received fair housing training, including Section 504, ADA, and the Fair Housing Act, at Respondents' expense, conducted by an appropriate agency or facility approved by the Department. Written approval to attend training offered by an organization must be solicited and obtained from the Director prior to the commencement of the training, although the Director retains the authority to approve training already completed prior to the effective date of this Agreement.

18. Section 504/ADA Section 504 Coordinator 124 C.F.R. §.§ 8.53; 28 C.F.R. 35.107(a)1

- (a) Within 60 days of the effective date of this Agreement, Respondents shall submit to HUD the name and contact information of its newly designated employee or employees that will coordinate its efforts to comply with Section 504 and ADA requirements at the Subject Property.

19. Section 504/ADA Reasonable Accommodation Policy 124 C.F.R. 4§ 8.4, 8.33, and 8.55; 28 C.F.R. § 35.130(b)(7)1

- (a) Within 60 days of the effective date of this Agreement, Respondents will submit a copy of its newly revised Reasonable Accommodation Policy and all renditions contained within applicable HASLC business documents (e.g., ACOP, Lease, and Tenant Selection Plan).

- (b) The Reasonable Accommodation policy should include:

- a) A definition of "Reasonable Accommodation" that includes examples of accommodations;
- b) Information that Respondents will engage in an interactive dialogue any time an initial request for accommodation or modification may not be reasonable due to the request imposing an undue financial and administrative burden or fundamentally altering the nature of the housing authority's operations.

The policy will specify that these determinations will be on a case by case basis. In addition, the interactive process will entail Respondents discussing with the requestor whether there is an alternative accommodation that would effectively address the requester's disability-related needs without causing a fundamental alteration to Respondents operations and without imposing an undue financial and administrative burden. If an alternative accommodation will effectively meet the requester's disability-related needs and is reasonable, Respondents will grant the accommodation/modification.

- c) A clear explanation that while Respondents provide forms for the requests to be made in writing, that applicants, residents, and the public may communicate a reasonable accommodation request orally;
- d) Information stating that although Respondents provide reasonable accommodation and modification forms, the applicant, tenant and third-party person or organization verifying the disability and disability related need do not have to utilize Respondents reasonable accommodation or modification forms;
- e) A clarification that Respondents will only require documentation of a disability or a disability related need if the persons disability and/or disability related need is not apparent;

- f) A clarification that once a person's disability and disability related need is known the Respondents will not require additional verification, if additional requests for reasonable accommodations and modifications are requested; and
 - g) The identification and all contact information, including TDD/TTY or Utah Relay phone number, for the Section 504 Coordinator.
- (c) After HUD reviews and approves the policy, Respondents will distribute it, pursuant to provision 21 below. Respondents will additionally distribute its reasonable accommodation policy to future applicants and current tenants during annual recertification.

20. Parking Policy [24 C.F.R. 4U 8.4; 28 C.F.R. 35.130(b)(7)1

- (a) Within 60 days of the effective date of this Agreement, Respondents will amend its parking policy at the Subject Property to ensure it includes language that informs persons with disabilities that they may request a designated parking space as a reasonable accommodation.
- (b) For each reasonable accommodation request for a designated parking space, Respondents will record the following:
 - a) Date and time of each request;
 - b) Name and address of resident requesting designated parking space;
 - c) Reasons for designated parking space, including information regarding the resident's reasonable accommodation request;
 - d) Current status or disposition of request;
 - e) Date request was granted; and
 - f) Specific location of designated parking space.

21. Distribution of Policies

- (a) After HUD approves all of the revised policies in accordance with this Agreement, Respondents will send a letter to all current tenants in the Subject Property. The letter will inform Subject Property tenants that certain policies or documents have been newly created or modified as listed in the letter and will advise tenants that copies of the new and amended policies and documents, including the reasonable accommodation policy, are available at the Respondents office upon request.

IV. RETALIATORY ACTS PROHIBITED

22. Complainant May File Complaint of Retaliation

- (a) Respondents are reminded that retaliation, including harassment, intimidation, interference, coercion, or threats against the Complainant because she filed this complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing is unlawful and prohibited under Section 504, ADA, and the Fair Housing Act. If the Complainant believes Respondents violates the anti-retaliation provisions of these fair housing laws, the Complainant may file a complaint of retaliation with the Department.

V. TRAINING, MONITORING, AND REPORTING PROVISIONS

23. Respondents agree to train current and future staff in the provisions and obligations of this Agreement.
24. HUD will monitor compliance with this Agreement. Upon seven (7)-days' notice to Respondent's, **HUD** may request written reports concerning compliance; inspect premises owned, leased, managed, or assisted by Respondents; interview witnesses, including Respondents' staff; and examine and copy documents. Respondents assure its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.
25. Upon the termination of this Agreement, and upon the Respondents' submittal to HUD of any of the documentation or reports required hereunder, HUD will determine in a timely manner whether Respondents have complied with the terms of this Agreement and, in the case of any deficiencies, shall issue a written notice specifying the terms of this Agreement of which the Respondents are not in compliance. Respondents retains any due process or other rights to review or appeal any HUD determination.
26. As requested by the Director, Respondents shall submit, in addition to submissions set forth elsewhere in this Agreement, written reports and/or documents that summarize the completion, or the progress of remedial actions required under the Specific Provisions sections of this Agreement.
27. All required certifications and documentation of compliance will be submitted to:

Amy Frisk, Region VIII Director
Office of Fair Housing and Equal Opportunity, 8AEH
U.S. Department of Housing and Urban Development
1670 Broadway, 24th Floor
Denver, Colorado 80202-4801

VI. FAILURE TO CARRY OUT THE TERMS OF THIS AGREEMENT

28. Upon a finding of material non-compliance, the Department will timely provide

Respondents with a written statement specifying the facts of the alleged material noncompliance and a reasonable opportunity to resolve or cure the alleged material noncompliance including an opportunity to meet and provide evidence supporting the compliance. If after the above process, Respondents have not satisfactorily resolved the claims of material non-compliance, the Department may take any statutory, administrative, or regulatory remedy available to the Department to resolve the outstanding findings of non-compliance.

SIGNATURE PAGE

JSA II, a Utah limited liability company

By: Housing Assistance Management Enterprise
Its: Managing Member

8/7/2018
Date

By: _____
Name: Daniel Nack G'man
Title: President
Housing Assistance Management Enterprise, a Utah
nonprofit corporation

8/7/2018
Date

By: _____
Name: Daniel NacCerman
Title: President

8/7/2018
Date

Complainant
By:
REDACTED

Approved on behalf of the HUD secretary:

Signed

Amy M. Frisk, Region VIII
Director

8/7/2018
Date