

**THE UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

In the Matter of:)	
)	
NIKKI S. SIMMONS,)	Docket No.: 17-VH-0076-DB-001
)	
Respondent.)	
)	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the United States Department of Housing and Urban Development (“HUD” or “the Government”) through its authorized representative, and Nikki S. Simmons (“Respondent”), (hereinafter collectively referred to as “the Parties”).

WHEREAS, Respondent Nikki S. Simmons is an individual residing in Homestead, FL;

WHEREAS, Respondent served as the on-site manager of the Coral Gardens, an apartment complex in Homestead, FL which participates in HUD’s Project Based Voucher program;

WHEREAS, On October 21, 2016, HUD sent Respondent a Notice of Proposed Debarment (“Notice”), advising Respondent that HUD was proposing her debarment for a period of three years in accordance with Title 2 C.F.R. Parts 180 and 2424.;

WHEREAS, The Notice charged that the Respondent violated HUD regulations for the Project Based Voucher program by bypassing the waiting list and selection process and using false information to qualify Respondent’s mother-in-law for a subsidized unit in violation of 24 C.F.R. § 983.253(a) and (d); and that such conduct provided cause for her debarment under 2 C.F.R. Parts 180 and 2424;

WHEREAS, Respondent replied in a letter dated November 23, 2016, wherein Respondent denied all of the allegations made in the Notice and requested a hearing pursuant to 2 C.F.R. § 180.815.

WHEREAS, The matter was referred to the Office of Hearings and Appeals for a fact-finding hearing where the Parties have engaged in discovery; and

WHEREAS, both HUD and Respondent desire to avoid expense and administrative proceedings and to reach a satisfactory resolution of this matter.

NOW, THEREFORE, HUD and Respondent agree as follows:

1. This Settlement Agreement shall become effective upon its execution by HUD's Debarring Official or his duly authorized designee. The date upon which the Debarring Official or his duly authorized designee signs this Settlement Agreement will be referred to as the "Effective Date."

2. Pursuant to 2 C.F.R. Parts 180 and 2424, Respondent is hereby debarred for a period of three years, commencing on the Effective Date of this Settlement Agreement, from participation in federal covered transactions (see subpart B of 2 C.F.R. part 180 for the definition of a "covered transaction") in nonprocurement transactions (see 2 C.F.R. § 180.970 as supplemented by 2 C.F.R. § 2424.970 for the definition of a "nonprocurement transaction," such as all HUD programs, including the Project Based Voucher program and Tenant Based Voucher program, known colloquially as "Section 8") and Federal procurement transactions under the Federal Acquisition Regulations (48 C.F.R. chapter 1), throughout the executive branch of the Federal Government unless an agency head or an authorized designee grants an exception. See 2 C.F.R. §§ 180.130, 180.135, 180.140, and 2424.220; and 48 C.F.R. § 2409.7001.

3. Respondent understands and agrees that, during the duration of her debarment, her name and any aliases may be listed in the excluded parties list system maintained by the General Services Administration, which at the time of this Settlement Agreement is located within the System for Award Management and is accessible electronically at www.sam.gov.

4. This Settlement Agreement resolves only HUD's proposed debarment actions for the specific allegations contained within the above-referenced Notice against Respondent, except as further as further specified in Paragraph 5, below. It does not waive any rights or responsibilities of HUD or any other Federal agency to investigate or initiate other actions pursuant to its lawful authority.

5. HUD hereby releases and discharges Respondent from any and all claims by HUD pursuant to the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 – 3812, relating to the admission and tenancy of Mary Byron in Unit 177 of Coral Gardens in Homestead, FL from September 2009 to March 2016.

6. Respondent hereby agrees to waive, release, and remit any and all claims, directly or indirectly, against HUD or HUD employees with respect to the potential administrative action identified in herein.

7. This Settlement Agreement constitutes the complete agreement between the Parties with respect to the Notice, and supersedes and replaces all prior negotiations and agreements, whether written or oral, regarding the resolution of the Notice.

8. This Settlement Agreement is voluntary and entered into by Respondent after consultation with legal counsel and due consideration of the terms contained herein. Respondent will not seek the termination or reconsideration of this Settlement Agreement, directly or indirectly, after the Effective Date, except as provided herein.

9. The Parties are to each bear their own costs and legal fees.

WHEREFORE, the parties hereto have duly executed this Settlement Agreement

So Agreed:

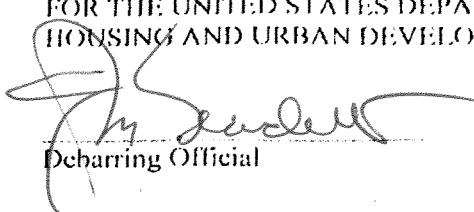
Respondent
NIKKI S. SIMMONS

Date: 5-24-2017

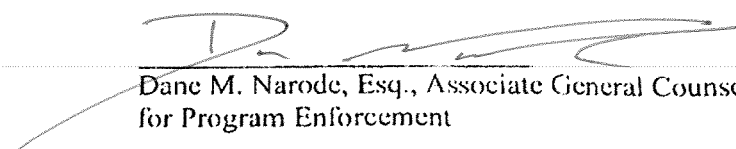

Nikki S. Simmons

FOR THE UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

Date: 5/30/17


Debarring Official

Date: 5/30/17


Dane M. Narode, Esq., Associate General Counsel
for Program Enforcement