

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

TITLE VIII

**AND
SECTION 504 OF THE REHABILITATION ACT OF 1973
CONCILIATION AGREEMENT/VOLUNTARY COMPLIANCE
AGREEMENT**

Between


(Complainant)

And

Jacksonville Housing Authority

(Respondent)

And


United States Department of Housing and Urban Development

FHEO CASE NUMBER: 04-17-8739-8 & 04-17-8739-4

A. PARTIES AND SUBJECT PROPERTY

Complainant

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Complainants' Representative:

Stephen Pitel, Esq
Jacksonville Area Legal Aid, Inc.
126 West Adams Street
Jacksonville, FL 32202

Kevin Rabin, Esq
Jacksonville Area Legal Aid, Inc.
126 West Adams Street
Jacksonville, FL 32202

Matthew Posgay
Coker, Schickel, Sorenson, Posgay and Iracki
136 East Bay Street
Jacksonville, FL 32202

Respondent:

Jacksonville Housing Authority
c/o Executive Director Fred McKinnies
1300 North Broad Street
Jacksonville, FL 32202

Respondent's Representative

Kelly H. Papa
Assistant General Counsel
Office of General Counsel
City of Jacksonville
117 W. Duval St. Suite 480, Jacksonville, FL

Subject Property:

11815 Alden Road
#505
Jacksonville, FL 32246

B. STATEMENT OF ALLEGATIONS

A complaint was filed with the United States Department of Housing and Urban Development (HUD or the Department) on June 30, 2017, alleging that the Complainant was injured as a result of incidents and acts or omissions of the Jacksonville Housing Authority by and through the City of Jacksonville. The Complainant alleged that the most recent act to have occurred on January 12, 2017. The alleged incidents and acts resulted in physical and personal injuries to the Complainant and were discriminatory to the Complainant. It is alleged that Respondent is responsible for discriminatory terms, conditions, or privileges or facilities in connection with the dwelling and Section 818. Complainant believes Respondent discriminated against her because of sex and disability. If proven, the allegations would constitute violations of Sections 804 (b), 804(f)(2), 804(f)(3)(b) and Section 818 of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 and Section 504 of the Rehabilitation Act of 1973.

WHEREAS, Complainant and Respondent, without admitting fault, liability, or responsibility for Complainant's alleged damages, agree that it is in their respective interests to voluntarily settle this controversy and resolve this matter without the necessity of an evidentiary hearing or other judicial process available under the laws cited above.

C. TERM OF AGREEMENT

1. This Conciliation Agreement/Voluntary Compliance (Agreement) shall govern the conduct of the parties to it for a period of two (2) years from the Effective Date of this 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, unless and until such time as it is approved by the U.S. Department of Housing and Urban

Development, through the FHEO Region IV Director, or his or her designee.

3. This Agreement shall become effective on the date on which it is approved by the Regional Director of the Office of Fair Housing and Equal Opportunity (FHEO) of the United States Department of Housing and Urban Development (HUD) 40 Marietta Street, Atlanta, Georgia 30303 or his or her designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the Title VIII and Section 504 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. The Respondent acknowledges that they have an affirmative duty not to discriminate under the Act, and 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 acknowledge that any subsequent retaliation or discrimination against Complainant constitutes both a material breach of this Agreement, and a statutory violation of the Act.
6. This Agreement, after the FHEO Regional Director or his or her designee has approved it, is binding upon Respondent, their employees, heirs, successors and assignees, and all others in active concert with them in the operation of the subject property.
7. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondent made pursuant to the Fair Housing Act or any other complaint within the Department's jurisdiction.
9. 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 his designee.

10. 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.
11. Complainant, hereby forever waives, releases, and covenants not to sue the Department, Respondent, their heirs, executors, assigns, agents, 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 addressed in HUD Case Number 04-17-8739-8/4 or which could have been filed in any action or suit arising from said subject matter.
12. Respondent, hereby forever waives, releases, and covenants not to sue the Department or Complainant, or its 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, arising out of the subject matter of HUD Case Number 04-17-8739-8/4 or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

13. Respondent agrees to pay Complainant [REDACTED] cash and future periodic payments with a total present value of \$75,000.00, as detailed in the Addendum. All future periodic payments, having a total present value of \$28,000.00, are payable on behalf of the Respondent, through Pacific Life and Annuity Services, Inc., to the Complainant. Respondent agrees to pay \$47,000 via a check payable to [REDACTED] within (10) calendar days of the effective date of this Agreement. A copy of both checks shall be sent to Curtis Barnes, Conciliator via email at curtis.l.barnes@hud.gov.
14. \$1,460.00 will be paid by Respondent JHA to JHA's Operations Compliance Department to satisfy the outstanding \$1,460.00 debt Respondent alleges Complainant owes in back rent for failure to report income.

15. Respondent agrees to open the Section 8 Housing Choice Voucher waitlist for a limited time, during which Complainant will have the opportunity to apply for a Section 8 Housing Choice Voucher and secure a place on the waitlist. Respondent will advertise and administer the opening of the waitlist in accordance with HUD regulations. Respondent will provide adequate staff to ensure that elderly and disabled persons do not spend a lengthy period of time in line, while also ensuring their safety by having security present.
16. Respondent acknowledges that Complainant is a person with a disability within the meaning of the Fair Housing Act and Section 504 of the Rehabilitation Act and further agrees to recognize Complainant as such for purposes of Respondent's administration of all Jacksonville Housing Authority programs.
17. Respondent will transfer Complainant to a unit of like size at another Jacksonville Housing Authority owned public housing property of Complainant's choice without cost or fee to the Complainant, including by putting her at the top of the wait list for that property if necessary.
18. Respondent JHA agrees that in the event Complainant receives a Section 8 Housing Choice Voucher from the Jacksonville Housing Authority, Respondent shall fully cooperate with and assist Complainant in applying for participation in Respondent's Housing Choice Voucher Homeownership Program if Complainant chooses to do so. The Parties acknowledge that, at such time, Complainant must meet income and eligibility requirements under 24 C.F.R. § 982.625 to participate in the Homeownership Program.

G. RELIEF IN THE PUBLIC INTEREST

19. Within thirty (30) days of the effective date of this Agreement, Respondent shall submit for FHEO approval a written nondiscrimination policy, including a policy prohibiting sexual harassment of Jacksonville Housing Authority applicants, tenants, and voucher program participants, and a formal complaint procedure regarding discrimination and discrimination-related misconduct by Jacksonville Housing Authority Employees. The non-discrimination policy shall meet the following requirements:
 - a. The policy and procedure shall apply to all JHA offices and services that interact with or otherwise affect JHA

tenants and applicants or other prospective tenants seeking tenancy in JHA housing or otherwise seeking housing-related benefits or services from JHA;

- b. The policy shall inform all employees that they may not make unwelcome sexual comments or advances to JHA tenants, applicants, prospective tenants or other persons seeking housing-related benefits or services from JHA, or demand that any such person perform sexual favors in exchange for JHA housing or any other housing-related benefits or services.
 - c. The policy shall inform employees that any employee found to be engaging in such conduct will be disciplined, up to and including termination from employment.
 - d. The policy shall set forth how and to whom complaints of discrimination and discrimination-related misconduct by JHA employees may be submitted;
 - e. The policy shall set forth the steps Respondent JHA will take to investigate and resolve such complaints of misconduct by JHA employees, as well as how the resolution will be communicated to the person who submitted the complaint;
 - f. The policy shall designate an individual to oversee the complaint, investigation, and resolution process ("Non-Discrimination Policy").
20. Respondent JHA shall implement the Non-Discrimination Policy no later than ten (10) days after FHEO has indicated its approval.
21. Respondent shall notify all applicants, new and current JHA tenants and voucher program participants, and all new and current employees and agents about the Non-Discrimination Policy immediately upon implementation. This notification will be made by letter, approved by FHEO, and will specify where a copy of the Non-Discrimination Policy can be found – *e.g.*, the website address where it will be posted online and the physical location on the JHA site.
22. During the term of this Agreement, if Respondent JHA wishes to modify or alter the Non-Discrimination Policy, Respondent JHA

shall submit any proposed changes to FHEO for review and approval before any such changes are implemented.

23. Respondent JHA shall post its complaint procedure regarding discrimination or misconduct by JHA employees in a conspicuous and well-lit location in its offices and service locations in which it regularly conducts business with applicants, tenants, or program participants. Respondent JHA shall provide this complaint procedure to any JHA applicant, tenant, or program participant upon an applicant's submission of a completed application for housing, a tenant or program participant's admission into JHA housing or a JHA voucher program, and/or upon the receipt of any complaint, whether in writing or made verbally, by an applicant, tenant, or program participant alleging discrimination or misconduct by a JHA employee. If a complaint is made by phone, JHA shall refer the complaining individual to the person designated by JHA pursuant to paragraph 19.f of this Agreement and shall separately notify such person about the complaining individual's phone complaint.
24. Respondent Jacksonville Housing Authority staff will not enter residents' units unless he or she has a valid work order or is accompanied by another employee of Jacksonville Housing Authority.
25. Within sixty (60) days of the effective date of this Agreement, Respondent including all of its officers, agents, employees, successors, and assigns, shall undergo in-person training on non-discrimination laws, including on the Fair Housing Act, and any HUD policy with specific emphasis on discrimination on the basis of sex and sexual harassment. The trainer or training entity shall be independent of Respondent and its counsel, qualified to conduct such training, and approved in advance by FHEO. Any expenses associated with the training shall be borne by Respondent. Respondent shall obtain from the trainer certifications of attendance, executed by each individual who received training, confirming their attendance.
26. Respondent agrees to apply its policies and procedures in a nondiscriminatory manner.

H. MONITORING

27. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD

may inspect Respondent's property identified in Section A of this Agreement, examine witnesses and copy pertinent records of Respondent. Respondent agrees to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

28. During the term of this Agreement, Respondent JHA shall preserve and maintain all records which are the source of, contain, or relate to any information pertinent to its obligations under this Agreement.
29. During the term of this Agreement, Respondent JHA shall provide to FHEO notification, in writing, of any complaint regarding sexual harassment made through the process outlined in the Non-Discrimination Policy against Respondent JHA or any of JHA's employees or agents no later than ten (10) days after such complaint is communicated to Respondent JHA.
30. Respondent JHA shall also inform FHEO, in writing, about the substance of any resolution of the complaint within ten (10) days of such resolution.
31. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing & Urban
Development
Office of Fair Housing and Equal Opportunity
ATTN: Curtis Barnes, Conciliator
40 Marietta St.-16th Floor – 16th floor
Atlanta, GA 30301

J. CONSEQUENCES OF BREACH

32. Whenever the Secretary, after an examination of any facts and circumstances, has reasonable cause to believe that the Respondent has breached this Agreement in a material way because Jacksonville Housing Authority subjected Complainant to different

terms and conditions of housing, retaliation for exercising their fair housing rights, or made housing unavailable to any applicant or tenant because of race, sex, color, national origin, religion, disability, or familial status of any applicant or tenant, the Secretary may refer the alleged breach to the Attorney General of the United States with a request to commence a civil action in the appropriate U. S. District Court pursuant to §§ 810(c) and 814(b)(2) of the Act.

- a. Any material act(s) or omission(s) that constitute a violation of the terms of this Agreement so serious as to affect the integrity of an agency program, such as (1) a willful failure to perform in accordance with the terms of this Agreement; or (2) a willful violation of a statutory or regulatory provision or requirement applicable to this Agreement, may result in debarment as set forth at 24 C.F.R. § 24.800; suspension, as set forth at 24 C.F.R. § 24. 700; or limited denial of participation, as set forth at 24 C.F.R. §24.1100.
- b. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
- c. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under HUD, or other appropriate statutory or regulatory authority.
- d. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with HUD, or other appropriate statutory or regulatory authority.

L. CERTIFICATION/SIGNATURES

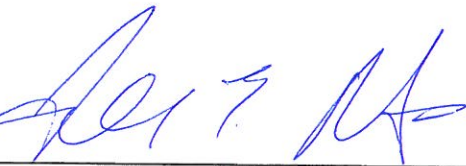
By affixing their signatures hereunder, the parties certify that they have reviewed and understand the terms and conditions of this Agreement, and that they have full authority to enter into this Agreement on behalf of themselves or as agents of others.

L. SIGNATURES

Complainant:


 4/23/18
Date

Respondent Jacksonville Housing Authority:

By: 

Executive Director Fred McKinnies

Date 4/24/18

On Behalf of HUD:



Carlos Osegueda
FHEO Region IV Director

04/26/2018

Date