



CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

U.S. Department of Housing and Urban Development

and

Redacted Name

Complainant

and

Sacramento Housing and Redevelopment Agency

Respondent / Recipient

Under

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

Section 504 of the Rehabilitation Act of 1973, as amended

and

Americans with Disabilities Act of 1990, as amended

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

FHEO CASE NUMBERS: 09-20-0002-8, 09-20-0002-4, and 09-20-0002-D
FHEO CASE NAME: **Redacted Name** v. Sacramento Housing and Redevelopment Agency

DATE FILED: March 12, 2020

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

A. Parties and Subject Property:

Complainant:

Redacted Name

Sacramento, CA 95815

Respondents/Recipients

Sacramento Housing and Redevelopment Agency
630 I Street
Sacramento, CA 95814

Angela Pickett
630 I Street
Sacramento, CA 95814

Subject Property:

Gibson Oaks
480 Redwood Avenue
Sacramento, CA 95815

B. Statements of Facts:

On March 12, 2020, **Redacted Name** (“Complainant”) filed a complaint (the “Complaint”) with the United States Department of Housing and Urban Development (“HUD” or “the Department”) alleging that Sacramento Housing and Redevelopment Agency (“Respondent/Recipient”) and its employee Angela Pickett violated subsections 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 they delayed installing additional grab bars in her shower area. The Complaint also alleged noncompliance with Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and Title II of the Americans with Disabilities Act (“ADA”). This Conciliation/Voluntary Compliance Agreement resolves the Complaint under the Act, Section 504, and the ADA.

Respondent/Recipient denies discriminating against Complainant but agrees to settle the claims in the underlying actions by entering into this Conciliation/Voluntary Compliance Agreement.

C. Term of Agreement:

1. This is a Conciliation Agreement between the Complainant, named above, and Respondent/Recipient Sacramento Housing and Redevelopment Agency, and a

Voluntary Compliance Agreement between the Department and said Respondent/Recipient.

- a. It is understood that this Agreement will also resolve the Complaint as to Angela Pickett although she is not a party to nor signatory to this Agreement.
2. As specifically stated herein, this Conciliation/Voluntary Compliance Agreement (“Agreement”) shall govern the conduct of the parties for a period of one year from the Effective Date of the Agreement; provided, however, that the Mutual Releases provided in Section F herein shall survive the expiration of this Agreement.

D. Effective Date:

3. The parties expressly agree that this Agreement will not constitute a binding contract under state or federal law, a Conciliation Agreement pursuant to the Act, or a Voluntary Compliance Agreement pursuant to Section 504 or the ADA unless and until such time as it is approved by the Department, through the Regional Fair Housing and Equal Opportunity (“FHEO”) Director or her designee.
4. This Agreement shall become effective on the date that it is approved by the Regional FHEO Director or her designee (“Effective Date”).

E. General Provisions:

5. 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 significance of the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
6. It is understood that Respondent/Recipient denies any violation of the law and that this Agreement does not constitute an admission by Respondent/Recipient, nor evidence of a determination by the Department of any violation of the Act, Section 504, Title II of the ADA, or any other law.
7. Respondent/Recipient acknowledges that it has an affirmative duty not to discriminate under the Act, Section 504, the ADA, and other Authorities. Respondent/Recipient acknowledges 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, Section 504, the ADA, and other Authorities. 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.
8. 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. It is understood that the signature of La Shelle Dozier, Executive Director, is made with the authority and on behalf of Respondent/Recipient Sacramento Housing and Redevelopment Agency.

9. This Agreement, subsequent to the approval by the FHEO Regional Director, or her designee, is binding upon Respondent/Recipient, its employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates and all others in active concert with Respondent/Recipient in the ownership or operation of the subject Public Housing Authority.
10. 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 is a public document.
11. 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, Title II of the ADA, or any other complaint within the Department's jurisdiction.
12. No amendment to, modification 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 agree in writing 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.

F. Mutual Releases:

13. Complainant hereby forever waives, releases, and covenants not to sue the Department, Respondent/Recipient, Angela Pickett, or their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates or 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 numbers 09-20-0002-8, 09-20-0002-4, and 09-20-0002-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 the Complainant, or their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates or 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 numbers 09-20-0002-8, 09-20-0002-4, and 09-20-0002-D or which could have been filed in any action or suit arising from said subject matter.

H. Relief for Complainant

15. Respondent/Recipient agrees to pay Complainant the sum total of seven thousand five hundred dollars (\$7,500) within thirty (30) calendar days of the Effective Date of this Agreement. Payment will be in the form of a check made payable to [Redacted Name] and mailed to [Redacted Name] in Sacramento, CA 95815 via U.S. certified mail or other delivery service with tracking capability.

To show compliance with paragraph H15, Respondent/Recipient will provide a copy of the check and the tracking information to the Department within forty-five (45) days of the Effective Date of this Agreement. The copies shall be sent to the Department at the address specified in paragraph K27 below.

16. Respondent/Recipient agrees that it will process any and all future reasonable accommodation and/or reasonable modification requests made by Complainant in a reasonably timely manner and in a way that complies with the Act, Section 504, Title II of the ADA, and in accordance with Respondent/Recipient's procedures, including the updated procedures as set forth in paragraph I19 below.

To show compliance with paragraph H16, Respondent/Recipient agrees to provide information about any future reasonable accommodation and/or reasonable modification requests made by Complainant within a reasonable after the written request of the Department.

I. Relief in the Public Interest

17. Respondent/Recipient agrees that within one hundred twenty (120) days of the Effective Date of this Agreement, all employees who are classified as employees within the Public Housing or Housing Choice Voucher units of the Sacramento Housing and Redevelopment Agency will attend at least three (3) hours of training on fair housing including coverage of the Act, with an emphasis on reasonable accommodations. A qualified fair housing agency or attorney approved in advance by the Department shall conduct the training. Respondent/Recipient shall pay for any cost of the training. It is understood that prior to the Effective Date of this Agreement, Respondent/Recipient submitted a written request for approval that was approved by the Department.

To show compliance with paragraph I17, within one hundred thirty (130) days of the Effective Date of this Agreement, Respondent/Recipient will submit to the Department Certificates of Completion with the name of each person trained, date of completion of training, the agency or firm that provided the training, and the name and title of the trainer, and the subject matter of the training. Documentation shall be sent to the Department at the address set forth in paragraph K27.

18. Respondent/Recipient agrees that within one hundred twenty (120) days of the Effective Date of this Agreement, all employees who are classified as employees

within the Public Housing or Housing Choice Voucher units of the Sacramento Housing and Redevelopment Agency, will receive training on Respondent/Recipient's reasonable accommodation and modification policies and practices, including its procedures for processing, documenting and implementing reasonable accommodation and reasonable modification requests that do not undergo evaluation by Respondent/Recipient's Reasonable Accommodation Committee.

To show compliance with paragraph I16, within one hundred and thirty (130) days of the Effective Date of this Agreement, Respondent/Recipient will submit to the Department Certificates of Completion with the name of each person trained, date of completion of training, the agency or firm that provided the training, and the name and title of the trainer, and the subject matter of the training. Documentation shall be sent to the Department at the address set forth in paragraph K27.

19. Respondent/Recipient agrees to modify the procedures it utilizes to process reasonable accommodations and reasonable modifications at the properties it owns and/or manages to clearly state that any work order entered into the YARDI system for the purpose of implementing an approved request for reasonable accommodation and/or reasonable modification must either be marked as "Emergency" or "Urgent" so that it is prioritized above routine maintenance ("updated procedures").

To show compliance with paragraph I19, within sixty (60) days of the Effective Date of this Agreement, Respondent/Recipient will submit to the Department, at the address set forth in paragraph K27, a copy of the updated procedures.

20. Respondent/Recipient 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 a person with a disability equal opportunity to use and enjoy a dwelling. Respondent/Recipient further acknowledges that it is unlawful to refuse to permit reasonable modifications of existing premises if such modifications may be necessary to afford such person full enjoyment of the premises.
21. Respondent/Recipient acknowledges that the Act makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of any right granted or protected by Section 803, 804, 805, or 806 of the Act.
22. Respondent/Recipient agrees to refrain from discriminating against any person on the basis of race, national origin, color, disability, sex, religion, and familial status as protected under federal law.
23. Respondent/Recipient agrees to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to

afford a person with a disability equal opportunity to use and enjoy housing. Respondent/Recipient further agrees to permit, or when applicable, make reasonable modifications of existing premises occupied or to be occupied by a person with a disability, if such modifications may be necessary to afford such person full enjoyment of the premises.

- a. Respondent/Recipient agrees that it will process any and all reasonable accommodation and/or reasonable modification requests in a reasonably timely manner and in a way that complies with the Act, Section 504, Title II of the ADA, and in accordance with Respondent/Recipient's procedures, including the updated procedures as set forth in paragraph I19 above.
24. Respondent/Recipient acknowledges that 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 acknowledges that it receives federal financial assistance and is obligated to abide by and agrees to comply with all of the provisions of Section 504, and implementing regulations at 24 CFR Part 8 *et seq.* including, but not limited to:
- a. 24 CFR Part 8, Section 8.6(a)(1)(2) - Communications
 - The Regulation requires that Respondents 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.
 - b. 24 CFR Part 8, Section 8.53(a) - Designation of responsible employee (Section 504 Coordinator).
 - The Regulation requires that Respondents 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 Respondents 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 Respondents 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.

25. Respondent/Recipient further acknowledges that Title II 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, and 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 is a Public Housing Authority. Respondent/Recipient acknowledges that it is obligated to abide by and agrees to comply with the provisions of Title II of the ADA:
- a. 28 CFR Part 35, Section 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, Section 35.107(a) - Designation of responsible employee.
 - The ADA requires a recipient with fifty or more persons to designate at least one person to ensure compliance with
 - c. 28 CFR Part 35, Section 35.107(b) - Adoption of grievance procedures.
 - The ADA requires a recipient with fifty or more persons to designate to adopt a grievance procedure that provides prompt and equitable resolution of complaints alleging any action prohibited in these parts.
 - d. 28 CFR Part 35, Section 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.

J. Monitoring

26. The Department shall monitor compliance with this Agreement. As part of such monitoring, the Department may inspect Respondent/Recipient's property, interview witnesses, and copy pertinent records of the Respondent/Recipient. Respondent/Recipient agrees to provide upon 5 business days' prior written request full cooperation in any monitoring review undertaken by the Department to ensure

compliance with this Agreement.

K. Reporting and Record Keeping

27. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted via e-mail to Stephanie Rabiner at stephanie.k.rabiner@hud.gov.

L. Consequences of Breach

28. The parties understand that if the Department has reasonable cause to believe that Respondent/Recipient has breached this Agreement, the Department shall refer the matter to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to 42 U.S.C. §3610(c).
 29. The parties understand further that failure by Respondent/Recipient 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, Section 504, the ADA, or any other Authority within the Department's jurisdiction.
-

COMPLAINANT'S SIGNATURE PAGE

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

Redacted Name

Date

(Complainant)

RESPONDENT/ RECIPIENT'S SIGNATURE PAGE

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

La Shelle Dozier, Executive Director
On Behalf of Respondent/Recipient
Sacramento Housing and Redevelopment Agency

Date

APPROVAL and Execution of Voluntary Compliance Agreement

This signature attests to the approval and acceptance of this Conciliation Agreement and on behalf of the U.S. Department of Housing and Urban Development for the execution of the Voluntary Compliance Agreement.

Anné Quesada
Regional Director
Office of Fair Housing and Equal Opportunity (FHEO)

Date