



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**TITLE VIII / SECTION 504 /
THE AMERICANS WITH DISABILITIES ACT (ADA)**

CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

[REDACTED]
(Complainant)

and

**City of Flagstaff / Flagstaff Housing Authority / Kurt Aldinger / Sarah Darr
(Respondents/Recipients)**

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

HUD CASE NUMBERS:

09-16-4748-8, 09-16-4748-4, 09-16-4748-D


HUD CASE NAME: [REDACTED] v. *Flagstaff Housing Authority et al.*

HUD Date Filed: June 09, 2016

Effective Date of Agreement: 9/22/2016

Expiration Date of Agreement: 9/22/2018

Conciliation Agreement

 v. *City of Flagstaff, et al.*

09-16-4748-8, 09-16-4748-4, 09-16-4748-D

A. PARTIES AND SUBJECT PROPERTY

Complainant


Flagstaff, AZ 86001

Respondents/Recipients

City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

Flagstaff Housing Authority
3481 N Fanning Drive
Flagstaff, AZ 86004

Sarah Darr
Housing Director
for the City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

Kurt Aldinger
Manager of Public Housing
for the City of Flagstaff
3481 N Fanning Drive
Flagstaff, AZ 86004

Subject Property

318 South Paseo del Flag
Flagstaff, AZ 86001

B. STATEMENT OF FACTS

A complaint was filed on June 9, 2016, with the United States Department of Housing and Urban Development ("the Department") alleging that the Complainant was injured by Respondents'/Recipients' discriminatory acts. Complainant alleged that the Respondents/Recipients violated section 804(f)(3)(B) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 ("the Act") by failing to provide a reasonable accommodation.

Respondents/Recipients deny having discriminated against Complainant, but agree to settle the complaint by entering into this Conciliation Agreement.

Sarah Darr is the Housing Director for the City of Flagstaff. Kurt Aldinger is the Manager of Public Housing for the City of Flagstaff. Claire E. DeChambre, of Shorall McGoldrick Brinkmann, is the attorney for the Flagstaff Housing Authority and the City of Flagstaff.

C. TERM OF AGREEMENT

1. This Conciliation Agreement / Voluntary Compliance Agreement ("Agreement") shall govern the conduct of the parties to it for a period of two (2) 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, 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, 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 Respondents/Recipients deny any violation of law and this Agreement does not constitute an admission by the Respondents/Recipients or evidence of a determination by the Department of any violation of the Act or any other law.

6. Respondents/Recipients acknowledge that they have 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. Respondents/Recipients further acknowledge 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 Respondents/Recipients, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of 318 South Paseo del Flag, Flagstaff, AZ 86001.

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 Respondents/Recipients made pursuant to the Act, 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 execution of consents 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 Sarah Darr is made with the authority and on behalf of Respondents/Recipients City of Flagstaff and the Flagstaff Housing Authority. It is also understood that the signature of Sarah Darr is made with the authority and on behalf of Kurt Aldinger.
13. The Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents/Recipients, their heirs, executors, 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 Numbers 09-16-4748-8, 09-16-4748-4, 09-16-4748-D, or which could have been filed in any action or suit arising from said subject matter.
14. Respondents/Recipients hereby forever waive, release, and covenant not to sue the Department or the Complainant and her heirs, executors, 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 Numbers 09-16-4748-8, 09-16-4748-4, 09-16-4748-D, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

15. The City of Flagstaff agrees to pay the Complainant five thousand dollars (\$5,000) within ten (10) days of the effective date of this Agreement. Payment will be in the form of a cashier's check or a check from the City of Flagstaff made payable to ██████████ and delivered in person or via overnight courier (such as Fed Ex, DHL, or UPS) to ██████████ ██████████ Flagstaff, AZ 86001. Respondents will provide a copy of the check, along with

the tracking information, to the Department at the address listed in paragraph 23 within fifteen (15) days of the effective date of this Agreement.

16. In the event that the Complainant requests to move to another public housing unit under the control of the City of Flagstaff within ninety (90) days of the effective date of this agreement, the City of Flagstaff shall, if eligible under Respondents'/Recipients' and HUD rules, grant the request based upon documentation previously submitted by the Complainant to the City of Flagstaff without requiring any additional documentation pertaining to the disability based reasonable accommodation request. Within fourteen (14) days of receiving the request from the Complainant, the City of Flagstaff shall provide, to the Complainant, a list of all available public housing units the Complainant is eligible to move in to. The amount of time that the Complainant shall have to notify the City of Flagstaff of her unit selection shall be the amount of time that is usually granted to persons who make such a transfer request as a disability based reasonable accommodation. Within one hundred (100) days of the effective date of this Agreement, the City of Flagstaff will certify to the Department in writing whether Complainant has requested a transfer and status of the transfer request.

G. RELIEF IN THE PUBLIC INTEREST

17. Respondents/Recipients agree to comply with all of the provisions of the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

18. Respondents/Recipients acknowledge that the Fair Housing 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 people with disabilities an equal opportunity to use and enjoy a dwelling.

19. Respondent/Recipient City of Flagstaff agrees that, within one hundred eighty (180) days of the effective date of this Agreement, all staff of the City of Flagstaff and the Flagstaff Housing Authority who are responsible for processing and responding to requests for reasonable accommodation on the basis of disability shall receive training on the requirements of the Act, Section 504, and the ADA, including reasonable accommodations based upon disability. The training shall be provided by a fair housing organization or an attorney specializing in fair housing law, and the length of the training shall be a minimum of three and a half hours. The City of Flagstaff shall provide the Department written certification that the training has been completed in the form of a certificate or a letter from the entity conducting the training, together with a list of participants, within five (5) days of the completion of the training.

20. Respondents/Recipients acknowledge 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. Respondents/Recipients 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 9 (a)(1)(2)-Communications. The Regulation requires that recipients shall take appropriate steps to ensure effective communication with applicants, beneficiaries, and member so 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.

21. Respondents/Recipients shall, within fourteen (14) days of the execution of this Agreement, provide the Department with documentation which demonstrates compliance with the Section 504 regulations listed in paragraph 20.

H. MONITORING

22. 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 the Respondents/Recipients' property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents/Recipients. Respondents/Recipients agree to provide their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

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


U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: COMPLIANCE OFFICER
One Sansome Street, Suite 1200
San Francisco, CA 94104

J. CONSEQUENCES OF BREACH

24. Whenever the Department has reasonable cause to believe that Respondents/Recipients have 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.

25. Respondents/Recipients understand 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

 City of Flagstaff, et al.

09-16-4748-8, 09-16-4748-4, 09-16-4748-D

COMPLAINANT'S SIGNATURE

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



Complainant

09-15-2016

Date

Conciliation Agreement

City of Flagstaff, et al.

09-16-4748-8, 09-16-4748-4, 09-16-4748-D

RESPONDENTS'/RECIPIENTS' SIGNATURE

These signatures attest to the approval and acceptance of this Conciliation Agreement.



9.14.16

Sarah Darr

Date

Housing Director

for the City of Flagstaff

211 W Aspen Avenue

Flagstaff, AZ 86001

On Behalf of Respondents/Recipients

APPROVAL

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



Anné Quesada
Regional Director
Office of Fair Housing and
Equal Opportunity

9/22/2016

Date