



United States Department of Housing and Urban Development

Title VIII, Section 504

**CONCILIATION/VOLUNTARY COMPLIANCE AGREEMENT**

between



*Complainant*



*Other Aggrieved Party*

and

Southern Nevada Regional Housing Authority  
340 N 11th Street  
Las Vegas, NV 89101

*Respondent/Recipient*

HUD Case No.: 09-15-0616-8; 09-15-0616-4

HUD Date Filed: 03/20/2015

Effective Date of Agreement: 11/23/2016

Expiration Date of Agreement: 11/23/2023

**A. Parties and Subject Property**

**Complainant:**

[REDACTED]

Las Vegas, NV 89115

**Other Aggrieved Party:**

[REDACTED]

Las Vegas, NV 89115

**Respondents/Recipients:**

Kelly Millet, Acting Assistant Asset Manager  
Southern Nevada Regional Housing Authority  
1632 Yale Street  
North Las Vegas, NV 89030

Carla Edwards, ADA Administrator Coordinator  
Southern Nevada Regional Housing Authority  
340 N. 11th Street  
Las Vegas, NV 89101

Laure Raposa, Acting 504 Coordinator  
Southern Nevada Regional Housing Authority  
5390 E Flamingo Road  
Las Vegas, NV 89122

John Hill, (former Director)  
Southern Nevada Regional Housing Authority  
680 Finch Island Avenue  
Henderson, NV 89015

**Subject Property:**

[REDACTED]

Las Vegas, NV 89106

**B. Statement of Allegations:**

The Complainant, [REDACTED] ("Complainant") alleged that Southern Nevada Regional Housing Authority ("Recipient") and Kelly Millet, Carla Edwards, Laure Raposa and John Hill (collectively "Respondents") failed to grant her disability related accommodation request to transfer to a three-bedroom unit to accommodate the medical equipment of her son, [REDACTED]. [REDACTED] Complainant alleges that Respondents violated subsection 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"), as well as Section 504 of the Rehabilitation Act ("Section 504").

**C. Term of Agreement:**

This Conciliation/Voluntary Compliance Agreement (“Agreement”) shall govern the conduct of the Recipient for a period of seven (7) years from the effective date of the Agreement.

**D. Effective Date**

1. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law, nor an Agreement pursuant to the Act, unless and until such time as it is approved by the Department, through the FHEO Regional Director or her designee.
2. The Agreement shall become effective on the date on which it is approved by the U.S. Department of Housing and Urban Development FHEO Regional Director, San Francisco Region or her designee.

**E. General Provisions**

3. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The parties have read and fully understand the significance of the terms set forth herein.
4. It is understood that the Recipient denies any violation of law and that this Agreement does not constitute an admission by the Recipient or evidence of a determination by the Department of any violation of the Act or any other law.
5. The Recipient acknowledges that it has 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. Recipient further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
6. This Agreement, once effective, is binding upon the U.S. Department of Housing and Urban Development, the Complainant and his heirs, successors and assignees, and the Recipient, its employees, heirs, successors and assignees.
7. Pursuant to Section 810(b)(4) of the Act, this Agreement shall become a public document. The Department, however, will hold confidential all information of a personal or financial nature concerning parties to this Agreement that is not contained in the body of the Agreement.
8. This Agreement does not in any way limit or restrict the Department’s authority to investigate any other complaint involving Recipients made pursuant to the Act, or any other complaint within the Department’s jurisdiction.
9. 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 to the Agreement are notified in advance of 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. Any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

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. It is understood that the signature of Dwayne Alexander is made with the authority and on behalf of Recipient Southern Nevada Regional Housing Authority. It is further understood that the Other Aggrieved Party, Complainant's son [REDACTED] was a minor when the instant complaint was filed, but is now an adult and is a signatory to this Agreement.
12. It is understood that this Voluntary Compliance Agreement also resolves the complaint as to Respondents Kelly Millet, Carla Edwards, Laure Raposa and John Hill.

#### **F. Mutual Release**

13. In consideration of the execution of this Agreement, Complainant and [REDACTED] hereby forever waive, release, and covenant not to sue the Department, the Recipient, the Respondents, or their heirs, executors, assignees, 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 of HUD case numbers 09-15-0616-8 (Title VIII) and 09-15-0616-4 (Section 504), or which could have been filed in any action or suit arising from said subject matter.
14. In exchange for the compliance with the provisions of the Agreement, Recipient hereby forever waives, releases, and covenants not to sue the Department or Complainant or [REDACTED] their heirs, executors, assignees, agents, employees, 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 09-15-0616-8 (Title VIII) and 09-15-0616-4 (Section 504), or which could have been filed in any action or suit arising from said subject matter.
15. This release does not apply to any rights arising from any party's failure to comply with the terms of this Agreement or to other complaints or matters of compliance which may be pending with the Department.

#### **G. Relief for Complainant**

16. Recipient agrees to the following:
  - a. Recipient shall pay to Complainant and [REDACTED] the sum total of Fifty Thousand Dollars (\$50,000.00) in the form of a cashier's check payable to [REDACTED] and deliver the check to Complainant via overnight mail within fourteen (14) days of the effective date of this Agreement at the following address: [REDACTED] Las Vegas, NV 89115. Recipient will provide a photocopy of the check and the overnight tracking information to the Department within eighteen (18) days of the effective date of this Agreement. The

photocopy should be sent to the address specified in paragraph J29 of this Agreement.

- b. [REDACTED] will be exempt from paying rent for six and one-half (6 1/2) years starting on January 1, 2017 and ending on June 30, 2023, for a total of six and a half (6 and 1/2) years ("benefit"). This benefit will be applied to the property located at [REDACTED] Las Vegas, NV 89115 ("the subject unit"). If for any reason [REDACTED] do not continue to reside together in the subject unit for the duration of the benefit, the benefit will be transferable to another available unit within the inventory of Recipient if Complainant and [REDACTED] give 60 days written notice to Recipient of their intent to vacate the subject unit, and they move to another available unit in Recipient's inventory, for which they qualify. If for any reason Complainant and [REDACTED] cease residing together in one unit during the duration of the benefit, then [REDACTED] will be entitled to use 100% of the benefit toward any available unit in Recipient's inventory for which he qualifies and rents, and Complainant will not be entitled to use any portion of the benefit. If Complainant or [REDACTED] dies during the duration of the benefit, then the other person will be entitled to use 100% of the benefit toward any available unit in Recipient's inventory for which he or she qualifies and rents. Recipient agrees to enter yearly into revised lease(s) with Complainant and/or [REDACTED] to effectuate the terms of this Agreement.
- c. Within thirty (30) days of the effective date of this Agreement, Recipient shall revise Complainant and [REDACTED] current lease in accordance with paragraph 16 above to be effective January 1, 2017, and will provide a copy of the revised lease to the Department. Thereafter, Recipient will provide to the Department proof of compliance with paragraph 16 in the form of a copy of Complainant and [REDACTED] annual lease renewal within 30 days of execution of each renewal for each year of the term of this Agreement.

#### **H. Relief in the Public Interest**

17. Recipient agrees that, within one hundred twenty (120) days of the effective date of this Agreement, all persons who are involved in making decisions involving reasonable accommodation requests attend live training on fair housing, including coverage of the Act, Section 504, and the ADA. Recipient shall pay the cost of the training, if applicable. It is understood that appropriate training received within one hundred twenty (120) days prior to the effective date of this Agreement may fulfill this provision upon documentation provided to the Department. Documentation that the training was completed shall be provided to the Department within one hundred fifty (150) days of the effective date of this Agreement, to the address specified in paragraph J29 of this Agreement.
18. Recipient will provide to the Department its reasonable accommodation policy for review within twenty (20) days of the effective date of this Agreement, at the address specified in paragraph J29 of this Agreement. The Department will advise Recipient as to whether the policy is acceptable. If the Department requests changes, Recipient shall have thirty (30) days to make the Department's changes and submit the revised policy to the Department. Once the Department has notified Recipient that the revised policy is accepted, Recipient shall implement the revised policy within thirty (30) days.

19. Recipient shall post and maintain a HUD approved fair housing poster in the public area of Recipient's offices within thirty (30) days of the date of the effective date of this Agreement. Within sixty (60) days of the effective date of this Agreement, Recipient will provide to the Department documentation showing the poster was posted. The documentation will be sent to the address specified in paragraph J29 of this Agreement.
20. 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. Recipient receives federal financial assistance and is obligated to comply with the requirements of Section 504. Recipient agrees to comply with the provisions of Section 504, and as outlined in 24 CFR Parts 8 and 9.

#### Section 504 PROGRAM REQUIREMENTS

- a. 24 CFR Part 8, Section 8.6(a)(1)(2)-Communications  
The Regulation requires that recipients 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 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. Recipient agrees to continue to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy the services provided at Southern Nevada Regional Housing Authority as required by law.
  22. Recipient acknowledges that the Act makes it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling. Recipients agree to comply with all of the provisions of the Act and as outlined in 24 CFR Part 115.

23. Recipient agrees to refrain from discriminating on the basis of race, nation origin, color, disability, sex, religion and familial status as protected under federal law.
24. Recipient agrees to refrain from discriminating against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, national origin, and disability.
25. Recipient agrees to refrain from coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of any right granted or protected by Section 803, 804, 805, or 806 of the Act.

**I. Monitoring**

26. Recipient agrees that the Department shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Department may interview witnesses, and copy pertinent records of Recipient.
27. Recipient agrees to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

**J. Recording and Record Keeping**

28. This Agreement contains specific actions that are required of the Recipient. These actions must be completed within the specified timeframes and the Department must verify satisfactory completion. It is understood that this Agreement may serve as the parties' sole notice of the required contents and deadlines. It is also understood that the terms set forth in this Agreement are contractual and not merely recital.
29. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted to:

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

Or by email to: [sf\\_complianceunit@hud.gov](mailto:sf_complianceunit@hud.gov)

**K. Consequences of Breach**

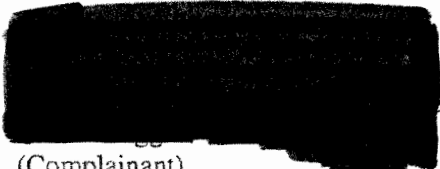
30. The parties understand that if the Department has reasonable cause to believe that the Recipient has breached this Agreement, the Department shall refer the matter to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to 42 U.S. C. §3610(c).
31. Each party understands further that failure by that party 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 or any other authority within the Department's jurisdiction.



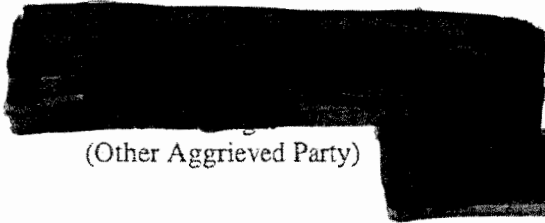
COMPLAINANT/AGGRIEVED PARTY'S SIGNATURE PAGE

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



(Complainant)

11/8/2016  
Date

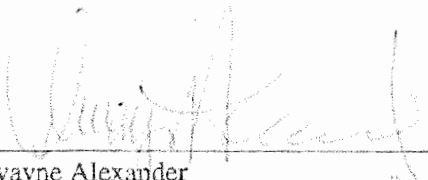


(Other Aggrieved Party)

11/8/2016  
Date

RESPONDENT'S SIGNATURE PAGE

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

 11/23/16

Dwayne Alexander

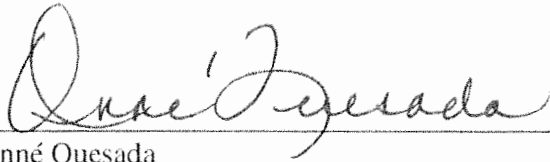
Date

On Behalf of Southern Nevada Regional Housing Authority

(Recipient)

FHEO SIGNATURE PAGE

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



\_\_\_\_\_  
Anne Quesada  
Regional Center Director  
Office of Fair Housing and  
Equal Opportunity

11/23/2016

\_\_\_\_\_  
Date