



**CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT**

Between

**U.S. Department of Housing and Urban Development**

██████████  
(Complainant)

and

**Housing Authority of Maricopa County**  
(Respondent/Recipient)

Under

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

and

Section 504 of the Rehabilitation Act of 1973 (“Section 504”)

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

HUD CASE NAME: ██████████ v. *Housing Authority of Maricopa County*  
HUD CASE NUMBERS: 09-20-0000-8, 09-20-0000-4

HUD Date Filed: March 10, 2020

Effective Date of Agreement: 8/18/2021

Expiration Date of Agreement: 8/18/2022

**A. PARTIES AND SUBJECT PROPERTY**

**Complainant**

[REDACTED]  
[REDACTED]  
Olathe, Kansas 66061-9401

**Respondent/Recipient**

Housing Authority of Maricopa County  
710 W. 8<sup>th</sup> Avenue  
Mesa, AZ 85210  
Insurer-Housing Authority Risk Retention Group Inc.

c/o Dameon Cons, Esq.  
Wilson Elser Moskowitz Edelman & Dicker LLP  
2720 E. Camelback Road, Suite 210  
Phoenix, AZ 85016

**Subject Property**

9223 S. Calle Toni  
Guadalupe, AZ 85283

**B. STATEMENT OF FACTS**

A complaint was filed on March 10, 2020, with the United States Department of Housing and Urban Development (“the Department”) alleging that Complainant was injured by Respondent’s/Recipient’s discriminatory acts. Complainant alleged that the Respondent/Recipient 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”), based on disability when they failed to provide a reasonable accommodation. Complainant alleged in a letter dated November 2, 2016, from her brother, [REDACTED] to Respondent, a reasonable accommodation request was made that due to Complainant’s mental disability, her brother should be copied on all future correspondence to ensure prompt response. Records showed that Respondent did not copy [REDACTED] on notices regarding Complainant’s recertification, Complainant did not attend the recertification meeting, and as a result lost her housing unit on March 17, 2019. Complainant also alleged that Respondent/Recipient violated Section 504 of the Rehabilitation Act of 1973 (“Section 504”), which Respondent/Recipient must comply with because of their receipt of Federal financial assistance.

Respondent/Recipient deny having discriminated against Complainant but agree to settle the complaint by entering into this Conciliation Agreement / Voluntary Compliance Agreement.

### **C. TERM OF AGREEMENT**

1. This is a Conciliation Agreement between the Complainant, named above, and the Respondent, named above, and a Voluntary Compliance Agreement between the U.S. Department of Housing and Urban Development and said Respondent/Recipient. As specifically stated herein, this Conciliation Agreement / Voluntary Compliance Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of one (1) year 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, a Conciliation Agreement pursuant to the Act, nor a Voluntary Compliance Agreement pursuant to Section 504 of the Rehabilitation of 1973 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, San Francisco Region, 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 Respondent/Recipient deny any violation of law and this Agreement does not constitute an admission by Respondent/Recipient or evidence of a determination by the Department of any violation of the Act or Section 504 of the Rehabilitation of 1973.
6. Respondent/Recipient 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. Respondent/Recipient 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 Respondent/Recipient, their employees, heirs, successors and assigns.
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

investigate any other complaint involving Respondent/Recipient made pursuant to the Act, Section 504 of the Rehabilitation Act of 1973 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 executions of consent 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 Mario Aniles, Deputy Director is made with the authority and on behalf of Respondent/Recipient Housing Authority of Maricopa County.
13. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondent/Recipient, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 09-20-0000-8, or 09-20-0000-4, 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 Complainant, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 09-20-0000-8, or 09-20-0000-4 or which could have been filed in any action or suit arising from said subject matter.

#### **F. RELIEF FOR COMPLAINANT**

15. Respondent/Recipient agrees to pay Complainant \$10,000 within fifteen (15) days of the effective date of this Agreement. Payment will be in the form of a certified check or business check made payable to █ and mailed to █ █ Olathe, Kansas, 66061-9401. Respondents will provide a copy of the check to the Department within thirty (30) days of the effective date of this Agreement.
16. Respondent/Recipient agrees to vacate the eviction judgement entered on March 7, 2019, for Respondent/Recipient against Complainant. Within thirty (30) days of the effective date of this Agreement, Respondent/Recipient will provide Complainant and the Department with a copy of the Court filing showing Respondent/Recipient had filed to vacate the above referenced eviction judgement.
17. Respondent/Recipient agrees to waive all amounts owed by the Complainant as a result

of the eviction judgement entered on March 7, 2019, for Respondent/Recipient against Complainant, for a total of \$3,516, plus after accruing costs. Within thirty (30) days of the effective date of this Agreement, Respondent/Recipient will provide Complainant and the Department with a letter stating that the amounts owed by Complainant referenced above had been waived.

## **G. RELIEF IN THE PUBLIC INTEREST**

18. Respondent/Recipient agree to comply with all the provisions of the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988. Respondents/Recipient acknowledge that the Fair Housing Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, or 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 agree to have all staffs who work with the public to attend and complete the next Fair Housing Training class to be conducted by the Department at its Region IX office. This training is scheduled as follows:

Date: October 14, 2021  
Time: 10:00 a.m. to 2:00 p.m.  
Location: Microsoft TEAM (Online)

To show compliance with this paragraph, Respondent/Recipient agrees to submit all required staffs first and last name, a contact person with a valid email address before the training and further agree that all staff members who attend the training will complete and return a form with codes provided during the Fair Housing training class, which will serve as their certificate of completion provided by the Department.

20. Respondent/Recipient acknowledge that Section 504 of the 1973 Rehabilitation Act (“Section 504”) provides that no other 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 receive federal financial assistance and are obligated to comply with the requirements of Section 504. Recipients agrees to comply with the provisions of Section 504 of the Rehabilitation Act.

## **H. MONITORING**

21. 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 Respondent’s/Recipient’s property, 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**

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

U.S. Department of Housing and Urban Development  
Fair Housing Enforcement Branch  
ATTENTION: Ana Gutierrez, [ana.l.gutierrez@hud.gov](mailto:ana.l.gutierrez@hud.gov)

**J. CONSEQUENCES OF BREACH**

23. Whenever the Department has reasonable cause to believe that Respondent/Recipient 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.
24. Respondent/Recipient 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.

COMPLAINANT'S SIGNATURE

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



07/3d aoar

Date

**RESPONDENT'S/RECIPIENT'S SIGNATURE**

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



8/16/2021

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Mario Aniles, Deputy Director  
On Behalf of Respondent/Recipient:  
Housing Authority of Maricopa County

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.



8/18/2021

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Kenneth J. Carroll  
Acting Region IX Director  
Office of Fair Housing and Equal Opportunity

Date