



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

████████████████████
████████████████
████████████████

(Complainants)

and

Fernando Sanchez
Margarita Romero-Arvayo
City of Tucson Housing and Community Development
(Respondents)

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

HUD CASE NAME: ██████████ *v. City of Tucson et al.*
HUD CASE NUMBER: 09-21-5305-8

HUD Date Filed: May 6, 2021

Effective Date of Agreement:

Expiration Date of Agreement:

Subject Property

██████████
Tucson, AZ 85712

B. STATEMENT OF FACTS

A complaint was filed on May 6, 2021, with the United States Department of Housing and Urban Development (“the Department”) alleging that the Complainants were injured by Respondents’ discriminatory acts. Complainants alleged that the Respondents violated subsection 804(b) and Section 818 of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (“the Act”), when Respondents failed to take any action against neighbor-on-neighbor harassment and retaliated against the Complainants for asserting their fair housing rights. Respondents deny having discriminated against Complainants but agree to settle the complaint by entering into this Conciliation Agreement.

C. TERM OF AGREEMENT

1. This Conciliation 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 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 his designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, San Francisco Region, or his 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 deny any violation of law and this Agreement does not constitute an admission by Respondents or evidence of a determination by the Department of any violation of the Act or any other law.
6. Respondents 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 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 his designee, is binding upon Respondents, 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 his 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 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 his 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 Elizabeth Morales is made with the authority and on behalf of Respondents Fernando Sanchez, City of Tucson Housing and Community Development and Margarita Romero-Arvayo.
 13. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents, 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 Number 09-21-5305-8, or which could have been filed in any action or suit arising from said subject matter.
 14. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainants, 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 Number 09-21-5305-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

15. Respondents agree to pay the Complainants \$15,000 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 ██████████ St. Tucson, AZ 85712. Respondents will provide a copy of the check to the Department within thirty (30) days of the effective date of this Agreement.

G. RELIEF IN THE PUBLIC INTEREST

16. Respondents 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 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.
17. Respondents agree to have all leasing and management staff who work with tenants at the Subject Property attend and complete the next Fair Housing Training class to be conducted by the Department. This training is scheduled as follows:

Date: October 14, 2021

Time: 10:00 a.m. to 2:00 p.m.

Location: Microsoft TEAM (Online)

18. Respondents agree to, within ten (10) days of the effective date of this Agreement, begin maintaining a log of all tenant reports of harassment at any properties owned or managed by Respondents and actions taken by Respondents in response to those reports. Respondents shall maintain the log for a period of no less than one (1) year from the effective date of this Agreement. Respondents will provide the Department with a copy of the neighbor-on-neighbor harassment log at intervals of ninety (90) days from the effective date of this Agreement (at 90 days, 180 days, 270 days, and 360 days).

H. MONITORING

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

I. REPORTING AND RECORDKEEPING

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

U.S. Department of Housing and Urban Development
ATTENTION: Ana Gutierrez, ana.l.gutierrez@hud.gov

J. CONSEQUENCES OF BREACH

21. Whenever the Department has reasonable cause to believe that Respondents 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.

COMPLAINANTS' SIGNATURES

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

██████████ Date
Complainant

██████████ Date
Complainant

██████████ Date
Complainant

RESPONDENTS' SIGNATURE

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

Elizabeth Morales
Director of Housing and Community Development, City of Tucson Date
On Behalf of Respondents:
Fernando Sanchez
City of Tucson Housing and Community Development
Margarita Romero-Arvalo

APPROVAL

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

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

Date