



United States Department of Housing and Urban Development

CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

U.S. Department of Housing and Urban Development

and

Delfina Gonzales
Complainant

And

Lake County Housing Commission
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, as amended

And

Title II of the Americans with Disabilities Act of 1990

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

FHEO CASE NUMBERS: 09-18-1847-8, 09-18-1847-4, 09-18-1847-D
FHEO CASE NAME: Gonzales, Delfina v. Lake County Housing Commission
DATE FILED: March 14, 2018

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

A. Parties and Subject Property:

Complainant

Delfina Gonzales
P.O. Box 2291
Clearlake, CA 95422

Other Aggrieved Parties:

Xavier Gonzales-Newman (Minor)

Paris Gonzales-Newman (Minor)

Respondent/Recipient

Lake County Housing Commission
PO Box 1049
Lower Lake, CA 95457

Subject Property

N/A

B. Statements of Facts:

On March 14, 2018, Complainant Delfina Gonzales ("Complainant") filed a complaint with the United States Department of Housing and Urban Development ("HUD" or "the Department") alleging that Respondent/Recipient Housing Commission of Lake County violated §§ 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"), by not responding to her reasonable accommodation request to increase her Housing Choice Voucher from two bedrooms to three bedrooms because of her sons' disabilities, and subsequently not granting her an extension of the Housing Choice Voucher term after it expired as a reasonable accommodation for both her disabilities and her sons' disabilities. 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 the Respondent/Recipient, named above, and a Voluntary Compliance Agreement

between the Department and said Respondent/Recipient. As specifically stated herein, this Conciliation/ Voluntary Compliance Agreement ("Agreement") shall govern the conduct of the parties for a period of three (3) years from the effective date of the Agreement.

D. Effective Date:

2. 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.
3. This Agreement shall become effective on the date that it is approved by the Regional FHEO Director or her designee.

E. General Provisions:

4. 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.
5. It is understood that the Respondent/Recipient denies any violation of the law and that this Agreement does not constitute an admission by the 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.
6. 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.
7. 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.
 - a. It is understood that the signature of Lake County Department of Social Services Director Crystal Markytan is made with the authority and on behalf of Respondent/Recipient Lake County Housing Commission.

8. 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 dwelling units.
9. 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.
10. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondent/Recipient made pursuant to the Act, Section 504, the ADA, or any other complaint within the Department's jurisdiction.
11. 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:

12. Complainant hereby forever waives, releases, and covenants not to sue the Department, or Respondent/Recipient, 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 09-18-1847-8, 09-18-1847-4 and 09-18-1847-D or which could have been filed in any action or suit arising from said subject matter.
13. Respondent/Recipient hereby forever waives, releases, and covenants not to sue the Department or the Complainant, 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 09-18-1847-8, 09-18-1847-4 and 09-18-1847-D or which could have been filed in any action or suit arising from said subject matter.

G. Relief for Complainant

14. Respondent/Recipient agrees to pay Complainant Delfina Gonzales the sum total of two thousand, four hundred forty dollars (\$2,440) within fourteen (14) calendar

days of the effective date of this Agreement. Payment will be in the form of a certified check made payable to Delfina Gonzales and mailed to P.O. Box 2291, Clearlake, California 95422 via U.S. certified mail or other delivery service with tracking capability.

To show compliance with paragraph G14, Respondent/Recipient will provide a copy of the check and the tracking information to the Department within twenty (20) days of the effective date of this Agreement. The copies shall be sent to the Department at the address specified in paragraph J30 below

15. Respondent/Recipient agrees to issue Complainant a three-bedroom Housing Choice Voucher on June 1, 2018 as a reasonable accommodation for her sons' disabilities. Complainant acknowledges that Respondent/Recipient has already completed this task.

To show compliance with paragraph G15, Respondent/Recipient will provide the Department, at the address specified in paragraph J30 below, a copy of the Housing Choice Voucher, within thirty (30) calendar days of the effective date of this Agreement.

H. Relief in the Public Interest

16. Respondent/Recipient agrees that within ninety (90) days of the effective date of this Agreement, all employees who participate in the operation of the Housing Choice Voucher program will attend at least three (3) hours of training on fair housing including coverage of the Act, Section 504, and the ADA, with an emphasis on reasonable accommodations. It is understood that the training will be provided by the Department at Respondent/Recipient's office. Respondent/Recipient will contact the Department at the e-mail address specified in paragraph J30 below to schedule the training.

To show compliance with paragraph H16, the required employees as specified above will sign the sign-in sheet at the beginning of the fair housing training class, and will attend the duration of the class.

17. Respondent/Recipient agrees that within ninety (90) calendar days from the effective date of this Agreement, it will create and implement a written Reasonable Accommodation Policy ("Policy") in a manner consistent with the Act, Section 504, and the ADA, and as described in the Joint Statement of HUD and the Department of Justice on "Reasonable Accommodations under the Fair Housing Act" (<https://www.hud.gov/sites/documents/huddojstatement.pdf>). The Policy will ensure that reasonable accommodation requests are consistently recorded and responded to in writing in a timely manner. Respondent/Recipient's documentation of requests will show whether medical verification was necessary or if the disability is obvious and apparent, and indicate when Respondent/Recipient provided a written response to each request. The Policy

shall also acknowledge that reasonable accommodation requests may be made orally or in writing, and that Respondent will give appropriate consideration to requests even if the requester does not use the provider's designated form. Further, the Policy shall make clear that verification of disability may come from a doctor or other medical professional such as a therapist, physician's assistant, or nurse, or from a counselor, social worker, peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability. The Policy shall ensure that tenants, prospective tenants, and program participants are notified in a timely manner, in writing, when and if the verifying third party fails to return requested documentation. The Policy shall further provide for additional search time when a participant's reasonable accommodation request limited his/her ability to use his/her Housing Choice Voucher.

To show compliance with paragraph H17, Respondent/Recipient agrees to submit a copy of the Policy to the Department within ninety-five (95) calendar days of the effective date of this Agreement. This documentation shall be provided to the Department at the address specified in paragraph J30 below.

18. Respondent/Recipient understands that the Act, Section 504, and the ADA do not prescribe a uniform procedure for requesting a reasonable accommodation to be used with all housing providers. To request an accommodation, an individual need not mention the Act, Section 504, or the ADA, or use the phrase "reasonable accommodation." In general, a tenant, prospective tenant, or program participant need only make clear that s/he is requesting that an exception, change, adjustment, or modification be made to a rule, policy, practice, service, or structure because s/he has a disability.
19. Respondent/Recipient agrees that within ninety (90) calendar days of the effective date of this Agreement, it will create and implement a Reasonable Accommodation Request Form that complies with the Act, Section 504, and the ADA ("RA Form") and will make the RA Form readily available to all current and future tenants, prospective tenants, and program participants. It is further understood that a reasonable accommodation request may be made verbally and persons seeking reasonable accommodations need not use the RA Form; however, staff can assist individuals in filling out the RA Form or can complete the RA Form on behalf of the person requesting reasonable accommodation such that there will be a written record of every request for reasonable accommodation.

To show compliance with paragraph H19, Respondent/Recipient agrees to submit a copy of the RA Form to the Department within ninety-five (95) calendar days of the effective date of this Agreement. This documentation shall be provided to the Department at the address specified in paragraph J30 below.

20. Respondent/Recipient agrees that within ninety (90) calendar days of the effective date of this Agreement, it will create and implement a Third-Party Verification of

Disability and Need for Reasonable Accommodation Form that complies with the Act, Section 504, and the ADA to be used for the purpose of verifying a person's disability and need for the requested accommodation. Respondent/Recipient agrees that if an individual's disability is obvious or otherwise known to Respondent/Recipient, and if the need for the requested accommodation is also readily apparent or known, no verification will be required.

To show compliance with paragraph H20, Respondent/Recipient agrees to submit a copy of the Third-Party Verification of Disability and Need for Reasonable Accommodation Form to the Department within ninety-five (95) calendar days of the effective date of this Agreement. This documentation shall be provided to the Department at the address specified in paragraph J30 below.

21. 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.
22. 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.
 - a. Respondent/Recipient agrees to comply with all of the provisions of the Act.
23. 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 follow, and agrees to comply with, all of the provisions of Section 504 and its 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.
24. 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 follow, and agrees to comply with the provisions of Title II of the ADA and its implementing regulations at 28 CFR Part 35 *et seq.*, including but not limited to the following:
- 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 this Part.
 - 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.
25. Respondent/Recipient agrees that within ninety (90) calendar days of the effective date of this Agreement, it will modify its letterhead to include a notice of nondiscrimination that complies with 24 CFR § 8.53(b) and 28 CFR § 35.106. Respondent/Recipient further agrees to post the notice of nondiscrimination in its office within ninety (90) calendar days of the effective date of this Agreement. The notice shall be prominently displayed so as to be readily apparent to all visitors.
- To show compliance with paragraph H25, Respondent/Recipient agrees to submit a copy of the updated letterhead and a photo of the notice as displayed in Respondent/Recipient's office to the Department within ninety-five (95) calendar days of the effective date of this Agreement. This documentation shall be provided to the Department at the address specified in paragraph J30 below.
26. Respondent/Recipient agrees that within ninety (90) calendar days of the effective date of this Agreement, it will modify its letterhead to include a TTY/TDD phone number or equivalent provision to provide access to deaf persons.
- To show compliance with paragraph H26, Respondent/Recipient agrees to submit a copy of the updated letterhead to the Department within ninety-five (95) calendar days of the effective date of this Agreement. This documentation shall be provided to the Department at the address specified in paragraph J30 below.
27. Respondent/Recipient agrees that within ninety (90) calendar days of the effective date of this Agreement, it will create and implement a Grievance Procedure that complies with 24 CFR § 8.53(b) and 28 CFR § 35.107(b).
- To show compliance with paragraph H27, Respondent/Recipient agrees to submit a copy of the Grievance Procedure to the Department within ninety-five (95) calendar days of the effective date of this Agreement. This documentation shall be provided to the Department at the address specified in paragraph J30 below.
28. Respondent/Recipient agrees that within one hundred and twenty (120) calendar days of the effective date of this Agreement, it will make the following additions to its program website, entitled "Section 8 Voucher Program" and located at

http://www.lakecountyca.gov/Government/Directory/Social_Services/Programs/Housing/Section_8_Voucher_Program.htm:

- a. Respondent/Recipient will post a downloadable version of its most recent Administrative Plan.
- b. Respondent/Recipient will post a downloadable version of the Grievance Procedure identified in paragraph H27.
- c. Respondent/Recipient will post downloadable versions of the Reasonable Accommodation Policy identified in paragraph H17, the Reasonable Accommodation Request Form identified in paragraph H19, and Third-Party Verification of Disability and Need for Reasonable Accommodation Form identified in paragraph H20.
- d. Respondent/Recipient will post a statement of nondiscrimination that complies with 24 CFR § 8.53(b) and 28 CFR § 35.106.
- e. Respondent/Recipient will add a TTY/TDD phone number to the “Contact Us” sidebar.

To show compliance with paragraph H27, Respondent/Recipient agrees to submit a screenshot of the updated webpage and the URLs of each document to the Department within one hundred and twenty-five (125) calendar days of the effective date of this Agreement. This documentation shall be provided to the Department at the address specified in paragraph J30 below.

I. Monitoring

29. 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 full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

J. Reporting and Record Keeping

30. 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 94104-4430

Or by email to: sf_complianceunit@hud.gov

K. Consequences of Breach

31. 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).
32. 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

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

Delfina Gonzales
(Complainant)

Date

RESPONDENT/ RECIPIENT'S SIGNATURE PAGE

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

Crystal Markytan , Director of Lake County
Department of Social Services , On Behalf of
Respondent/Recipient Lake County Housing Commission

Date

APPROVAL

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

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

Date