

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of Fair Housing and Equal Opportunity

Conciliation Agreement

UNDER

Title VIII of the Civil Rights Act of 1968,
as amended by the Fair Housing Amendments Act of 1988,
the Rehabilitation Act of 1973 and the
Americans with Disabilities Act

BETWEEN

The United States
Department of Housing and Urban Development

AND

[REDACTED]
(Complainant)

AND

Manchester Housing and Redevelopment Authority
(Respondent)

Case Numbers: [REDACTED] (Title VIII);
[REDACTED] (504); and
[REDACTED] (ADA)

A. PARTIES AND SUBJECT PROPERTY

- [REDACTED] ("Complainant").
- Manchester Housing and Redevelopment Authority ("Respondent").
- The subject property is a low income housing development operated by Manchester Housing and Redevelopment Authority located at 55 South Main Street, #910, Manchester, New Hampshire, 03102 ("subject property").

B. STATEMENT OF FACTS

Complainant filed a complaint with the United States Department of Housing and Urban Development ("the Department" or "HUD") alleging that Respondent violated §804(f)(3)(B) of the Fair Housing Act ("the Act") as amended, 42 U.S.C. 3601 et seq., on the basis of disability. Specifically, Complainant alleged that Respondent failed to provide a reasonable accommodation to address his disability.

Respondent and Complainants agree to settle the claims in the underlying action by entering into this Conciliation Agreement ("Agreement"). The Agreement does not constitute an admission by Respondents of a violation of any law, statute, or regulation. This Agreement constitutes complete closure of Complainant's complaint against the Respondent who signs this Agreement.

C. TERM OF AGREEMENT

This Agreement shall govern the conduct of the parties to it for a period of one year 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 a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Region I Director or her designee.
2. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity ("FHEO") Region I of the United States Department of Housing and Urban Development ("HUD").

E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is entered into voluntarily and is in full settlement of the disputed complaint. The parties agree this is a full settlement of all claims set forth in the disputed complaint between the parties now existing both known and unknown. 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.
2. Respondent 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. Respondent further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
3. This Agreement, after the FHEO Region I Director has approved it, is binding upon Complainant, Respondent, their employees, heirs, successors and assigns and all others in active concert with them.
4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Region I Director, it is a public document.
5. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondent made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
6. 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 Region I Director, except as provided in individual provisions.
7. The parties and their counsel agree that, in the interest of prompt conclusion of this matter, the execution of this Agreement may be accomplished by the parties' signatures on separate pages with the original executed Signature Pages to be attached to the body of this Agreement to constitute one document.
8. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondent, their heirs, executors, assigns, agents, employees, insurers, directors, officers, representatives, successors 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 Number [REDACTED] or which could have been filed in any action or suit arising from said subject matter.

9. Respondent hereby forever waives, releases, and covenants not to sue the Department or Complainant and their heirs, executors, assigns, agents, employees, insurers, directors, officers, representatives, successors, 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 Number [REDACTED] or which could have been filed in any action or suit arising from said subject matter.

F. SPECIFIC RELIEF

1. Respondent agrees to remit the sum of \$30,000 to New Hampshire Legal Assistance within 30 days of execution of this agreement.

2. Respondent agrees to place Complainant on the Housing Choice Voucher (Section 8) waiting list in accordance with established policies and procedures, including eligibility requirements on the date of application and approval of qualifications.

3. Respondent acknowledges Complainant's right to request reasonable modifications for his current apartment if his transition into the Housing Choice Voucher program is delayed.

4. Respondent agrees to communicate with Complainant directly and appropriately providing Complainant with ASL interpretation and utilizing telephonic video relay communications as the primary modes of communication.

5. Respondent agrees to review and explain, as needed, all paperwork and forms that require Complainant's signature.

G. AFFIRMATIVE RELIEF

1. Respondent promises to refrain from any act that would constitute a violation of the Fair Housing Act; the Americans with Disabilities Act or Section 504 of the Rehabilitation Act.

2. Respondent promises not to retaliate against Complainants or any person who participated in the investigation.

3. Respondent agrees to establish a formal reasonable accommodation policy to conform to, or if they already have such a policy, to review and (if needed) revise same to conform to, the guidance in the HUD and Department of Justice ("DOJ") Joint Statement on Reasonable Accommodations under the Fair Housing Act issued May 14, 2004 by its implementing regulations at 24 CFR 8.

(i) The policy shall contain express language covering the topic of Respondent's obligation to grant reasonable accommodations and reasonable modifications when they are not an undue financial and administrative burden;

(ii) Within sixty (60) days of the effective date of this Agreement, Respondent will submit a copy of the reasonable accommodation policy to the Department for approval.

4. Respondent agrees to adopt any changes required by the Department and implement the policy within 30 days of receiving guidance from the Department.

5. Respondent shall institute recordkeeping for the subject property to demonstrate that each reasonable accommodation request receives proper consideration. For each reasonable accommodation request, Respondent shall record: (1) the nature of the request, (2) date of the request, (3) action taken, and (4) date action was taken. If Respondent denies a particular reasonable accommodation request, they shall also record: (5) the date it contacted the requester to discuss alternative accommodations, (6) a list of alternative accommodations it discussed with the requester, and (7) the reason the request was denied. A written record of the above shall be kept as a written log or spreadsheet.

6. Respondent agrees that within sixty (60) days after receiving HUD's approval of its reasonable accommodation policy, Respondent shall notify all of their tenants in the manner described hereinafter of their reasonable accommodation policy. They shall create and distribute to all existing residents and all new applicants a flyer describing the reasonable accommodation policy.

7. Respondent agrees to submit a report on all reasonable accommodation or modification requests submitted by any tenant, program participant or applicant after one hundred and eighty (180) days and at the end of one (1) year.

8. Respondent agrees to provide additional training for all MHRA public housing management staff pertaining to services for the deaf and hard of hearing utilizing trainers approved by HUD.

9. Respondent agrees to consult with appropriate accessibility experts as needed to meet its obligations under the FHA, ADA, and Sec. 504 and to incorporate the recommendations of the most recent National Fire Protection Association NFPA 72, National Fire Alarm and Signaling Code fire safety requirements specifically for the deaf and hard-of-hearing.

H. MONITORING AND REPORTING

The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD

may conduct inspections, examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

All documentation required to be submitted to the Department under the Agreement shall be either e-mailed to ConciliationMonitoringRegionI@hud.gov or mailed to:

Susan M. Forward, Region I Director
United States Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Thomas P. O'Neil Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA. 02222-1092

I. CONSEQUENCES OF BREACH

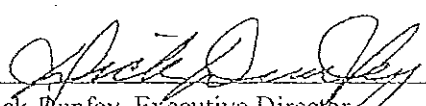
Whenever the Department has reasonable cause to believe that Respondent has materially breached this Agreement, the matter may be referred to the Attorney General of the United States to commence a civil action in the appropriate U. S. District Court pursuant to §§ 810(c) and 814(b)(2) of the Act.

II. SIGNATURES

COMPLAINANTS:

DATE

RESPONDENTS:

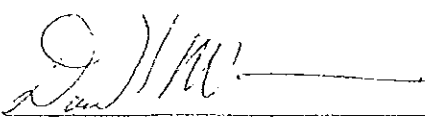


Dick Dunfey, Executive Director
Manchester Housing and Redevelopment Authority

11-9-15

DATE

APPROVAL ON BEHALF OF THE SECRETARY



Daniel J. Weaver, Acting Region I Director,
Office of Fair Housing and Equal Opportunity

11/10/15

DATE