



CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

U.S. Department of Housing and Urban Development

Southwest Fair Housing Council (“SWFHC”)

Ability360

(Complainants)

and

City of Glendale

(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), and
Title II of the Americans with Disabilities Act (ADA), and
Section 109 of the Housing and Community Development Act of 1974 (Section 109), and
Title VI of the Civil Rights Act of 1964 (Title VI)**

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

HUD CASE NAME: *Southwest Fair Housing Council v. City of Glendale*
HUD CASE NUMBERS: 09-20-8765-8, 09-20-8765-4; 09-20-8765-D, 09-20-8765-6,
09-20-8765-9

HUD Date Filed: November 5, 2019

Effective Date of Agreement:

Expiration Date of Agreement:

A. PARTIES AND SUBJECT PROPERTY

Complainants

Southwest Fair Housing Council
177 N. Church Avenue, Suite 1104
Tucson, AZ 85701

Ability360
5025 E. Washington Street, Suite 200
Phoenix, AZ 85034

Respondents/Recipients

City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

Subject Property

N/A

B. STATEMENT OF FACTS

On or around October 2019, Respondent/Recipient began documenting the names and addresses of persons who expressed interest in the application process for Respondent's/Recipient's Housing Choice Voucher Program. Respondent's/Recipient's did not take further action to establish a waiting list. On or around October 2019, Complainants notified Respondent/Recipient in writing about their concerns regarding Respondent's/Recipient's policies and procedures for establishing waiting lists among other concerns.

A complaint was filed on November 5, 2019, with the United States Department of Housing and Urban Development ("the Department") alleging that the Complainants were injured by a discriminatory act of the Respondent/Recipient. Complainants alleged that the Respondent/Recipient violated subsections 804(b) of the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601 et seq. ("the Act") and Title II of the Americans with Disabilities Act ("ADA") on the basis of ethnicity and disability when they opened their public housing wait list without proper protocols to ensure access to all eligible applicants including those persons with physical or emotional barriers to communication, those needing accommodations, and those needing auxiliary aids or services. Complainants also alleged violations of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title VI of the Civil Rights Act of 1964 ("Title VI") and Section 109 of the Housing and Community Development Act of 1974 ("Section 109"), which Respondent/Recipient must comply with because of its receipt of

federal financial assistance.

Respondent/Recipient deny having discriminated against Complainants 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 Complainants, 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 three (3) years 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 Title VI, Section 504, ADA and Section 109 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 denies 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, Title VI, ADA, Section 504 or Section 109.
6. Respondent/Recipient acknowledges 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 acknowledges 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 to investigate any other complaint involving Respondent/Recipient made pursuant to the Act, Title VI, ADA, Section 504, Section 109 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 Jay Young, Executive Director of Southwest Fair Housing Council is made with the authority and on behalf of Complainant Southwest Fair Housing Council.
13. It is understood that the signature of Phil Pangrazio is made with the authority and on behalf of Complainant Ability360.
14. It is understood that the signature of Kevin R. Phelps is made with the authority and on behalf of Respondent/Recipient City of Glendale.
15. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondent/Recipient, its 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 09-20-8765-8 , 09-20-8765-6, 09-20-8765-4, 09-20-8765-D and 09-20-8765-9, or which could have been filed in any action or suit arising from said subject matter.
16. Respondent/Recipient hereby forever waives, releases, and covenants 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 Numbers 09-20-8765-8 , 09-20-8765-6, 09-20-8765-4, 09-

20-8765-D and 09-20-8765-9, or which could have been filed in any action or suit arising from said subject matter.

G. RELIEF IN THE PUBLIC INTEREST

17. Respondent/Recipient agrees to comply with all the provisions of the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988. Respondent/Recipient acknowledges 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 or program.
18. Respondent/Recipient agrees to:
 - (a) open and close the pre-application process for their Housing Choice Voucher Program on or around June/July 2021 and process the pre-applications pursuant to Respondent's/Recipient's 2021 Administrative Plan procedures;
 - (b) resume processing of persons who expressed interest in the application process for the Housing Choice Voucher ("HCV") Program during October 2019 pursuant to Respondent's/Recipient's 2021 Administrative Plan procedures;
 - (c) determine the number of HCVs available and conduct a lottery containing the pre-applications from October 2019 and June/July 2021 by utilizing a computerized random selection process to draw a pre-determined number of pre-applications for the waiting list;
 - (d) organize and process the waiting list pursuant to Respondent's/Recipient's 2021 Administrative Plan procedures.
19. Respondent/Recipient will accept pre-applications via phone, online, mail, email, fax, and in-person. Respondent/Recipient has established a dedicated telephone line which will be manned by staff members during normal business hours for applicants who wish to request an application, have questions, or would like to request a reasonable accommodation. Respondent/Recipient has also added a dedicated fax line for the submittal of pre-applications. Paper pre-applications will be available and can be mailed or hand delivered to the Housing Office at 6842 N. 61st Ave, Glendale, AZ 85301. The website of Respondent/Recipient will outline the different methods of submitting the pre-application and how to request a reasonable accommodation.
20. Respondent/Recipient affirms that, as of January 23, 2020, Respondent has 308 agencies on its outreach contact list and additional agencies can request placement on the list by contacting the Respondent/Recipient online or by calling 623-930-2180.
21. Respondent/Recipient affirm that the Public Notices which identify housing opportunities and the opening and closing of waiting lists:

- (a) state that the pre-application submittal process will remain open for 21 days;
 - (b) identify how and when a reasonable accommodation can be requested;
 - (c) provide various methods for requesting and submitting pre-application materials;
 - (d) reiterate the City's commitment to fair housing and non-discrimination; and
 - (e) will be available in hard copy and on-line in the following languages: Spanish, Mandarin, Vietnamese, Farsi, Arabic, Burmese, Braille, American Sign Language (ASL), and other languages upon request of applicants.
22. Respondent/Recipient affirms that future application materials and critical vital documents will be produced in Spanish, Mandarin, Vietnamese, Farsi, Arabic, Burmese, Braille, and American Sign Language (ASL) video before advertising begins for the next waiting list process. Materials and translation services can also be made available in other languages if requested either through the use of a translation services or via phone, mail, email, fax, and in-person.
23. Respondent/Recipient agrees to advertise future openings of the waiting list and acceptance of pre-applications in the Glendale Star, Arizona Republic, and in Spanish in a Spanish language newspaper. Additionally, Respondent/Recipient will advertise for 30 days on the Spanish-language radio station, Campesina (101.9 FM). ASL Video will be available on Glendale's Channel 11, social media presence, internal video displays, public notification areas, and the City of Glendale's website.
24. Respondent/Recipient agrees to advertise the public notice of housing opportunities 30 days in advance of accepting pre-applications for the lottery for establishing future waiting lists.
25. Respondent/Recipient agrees to establish and advertise a dedicated phone line during future waiting list processes so that applicants who need assistance or a reasonable accommodation can speak directly to GHA staff.
26. Respondent/Recipient agrees to develop an on-line application and routing for accepting any pre-applications so submitted no later than July 2021.
27. Respondent/Recipient agrees to implement a lottery system with the following protocols when establishing future Housing Choice Voucher and Public Housing waiting lists.
- (a) Respondent/Recipient will accept pre-applications via phone, online, mail, email, fax and in-person.
 - (b) Public notification of housing opportunities will be sent 30 days prior to the opening of the pre-application process.
 - (c) Public notice will include email, PSAs, radio, newspaper, and website information dissemination.
 - (d) Applicants can request accommodations or contact the Respondent/Recipient via phone, mail, email, fax, and in-person.

- (e) All accommodation requests will be resolved no later than 10 business days from the time the request is made, and a lottery will not be conducted until all accommodation requests have been considered and Respondent/Recipient has informed the applicants of its decisions.
 - (f) Lottery System will randomly select 5% of the total pre-applications received (not to exceed 350) for the lottery selection list.
 - (g) Lottery status will be emailed or mailed to all pre-applicants based on their notification preference.
 - (h) Preference points will be applied pursuant to Respondent's/Recipient's Administrative Plan after the applicants are drawn for the lottery selection list.
 - (i) Once the preference points are applied and ranked, the wait list will be compiled.
 - (j) Full applications will be mailed to applicants once their households are selected from the wait list.
 - (k) Eligibility for participation in Respondent's/Recipient's housing programs will be determined pursuant to Respondent's/Recipient's Administrative Plan once the full application has been received and reviewed by the Respondent/Recipient.
 - (l) Vouchers will only be issued to applicants once they have been determined to be eligible.
28. Respondent/Recipient agrees to comply with §24 CFR Part 5 Section 218, 506 and 516.
29. Respondent/Recipient acknowledges that Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.
30. Respondent/Recipient acknowledges that they are recipients of federal funding and agree to comply with all of the provisions of Title VI of the 1964 Civil Rights Act and the Department's implementing regulations at 24 CFR Part 1, et seq.
31. Respondent/Recipient agrees to comply with the Department's LEP Guidelines entitled "Final Guidance to Federal Financial Assistance Respondents Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 72 Fed. Reg. 2732 (January 22, 2007).
32. Respondent/Recipient agrees to comply with the Department's Notice PIH 2015-19 entitled "Guidance for Public Housing Agencies (PHAs) and Owners of Federally-Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions" (November 2, 2015).
33. Respondent/Recipient agree to implement the following changes to their Administrative Plan regarding the use of criminal records:
- (a) A statement noting that "GHA will not consider arrest records at all in making any housing-related decisions such as admissions, terminations, or evictions."
 - (b) Implement a no longer than 12-month lookback period for convictions of drug-related

- criminal activity.
- (c) Implement a no longer than 24-month lookback period for convictions of violent criminal activity or other crimes that interfere with the safety of others.
 - (d) Provide individuals with the opportunity to address and present mitigating circumstances regarding criminal convictions.
 - (e) Assess whether an applicant's conviction record bears a relationship to the safety and security of other residents.
 - (f) Assess the level of violence, if any, of the offense for which an applicant was convicted.
 - (g) Assess the extent to which an applicant has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action.
 - (h) Consider the length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future.
 - (i) Consider the extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or is a victim of domestic violence, dating violence, sexual assault, or stalking.

H. MONITORING

34. 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'/Recipients' property, examine witnesses, and copy pertinent records of the Respondent/Recipient. Respondent/Recipient agrees to provide their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

35. All required certifications and documentation of compliance must be submitted **via email** to:

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

J. CONSEQUENCES OF BREACH

36. Whenever the Department has reasonable cause to believe that Respondent/Recipient has 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.
37. Respondent/Recipient understands 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.

Conciliation Agreement / Voluntary Compliance Agreement

SWFHC v. City of Glendale

HUD Case Numbers: 09-20-8765-8 (Title VIII), 09-20-8765-4 (Section 504), 09-20-8765-D (ADA), 09-20-8765-6 (Title VI), 09-20-8765-9 (Section 109)

COMPLAINANTS' SIGNATURES

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

 

Phil Pangrazio Date
Ability360

 

Jay Young, Executive Director Date
On Behalf of Complainant:
Southwest Fair Housing Council

Conciliation Agreement / Voluntary Compliance Agreement

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RESPONDENT/RECIPIENT SIGNATURE

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

Kevin R. Phelps

City Manager

City of Glendale, Arizona

Date

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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.

Anné Quesada
Regional Director
Office of Fair Housing and Equal Opportunity

Date