

VOLUNTARY COMPLIANCE AGREEMENT/CONCILIATION AGREEMENT

BETWEEN

The United States Department of Housing and Urban Development

AND

**Tina Morgan
(Complainant)**

AND

**Orlando Housing Authority
(Respondent/Recipient)**

UNDER

Section 504 of the Rehabilitation Act of 1973

AND

Title VIII of the Civil Rights Act of 1968, The Fair Housing Act

FHEO Case Numbers: 04-19-6294-8 and 04-19-6294-4

I. PARTIES

The Parties to this Voluntary Compliance Agreement/ Conciliation Agreement (hereafter “Agreement” or “VCA/CA”) are the U.S. Department of Housing and Urban Development (HUD), Tina Morgan, and the Orlando Housing Authority (OHA), collectively referred to as the Parties.

OHA is a public housing agency that owns and operates, directly or through contractual or other arrangements, public housing facilities and administers the Public Housing and Housing Choice Voucher programs. OHA is a recipient of federal financial assistance from HUD, as defined at 24 C.F.R. § 8.3, and is subject to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended. OHA is also a public entity subject to the requirements of Title II of the Americans with Disabilities Act (ADA), and its implementing regulations at 28 C.F.R. part 35. *See* 28 C.F.R. § 35.104. OHA is covered by the Fair Housing Act’s requirement to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling. *See* 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204(a).

II. BACKGROUND

Complainant Tina Morgan identified herself and her children as persons with disabilities. Complainant receives a Section 8 housing choice voucher administered by Respondent Orlando Housing Authority (“Respondent OHA”), by and through Respondents Eliana Checo (Section 8 Representative), Lacey Williams (Section 8 Supervisor), and Rhonda Pierce (identified by Complainant as Section 8 Director but presently holding the title Assistant to the President/CEO). The Respondent’s main office is located at 390 N. Bumby Avenue, Florida.

Complainant alleged that she had a Section 8 voucher from Respondent OHA, and in June 2018, her voucher was about to expire. Complainant alleged that the Respondents failed to accommodate her on the basis of disability in approximately June and/or July 2018 by failing to extend the expiration date of her Section 8 voucher and allowing it to expire in August 2018. After Complainant contacted HUD, her voucher was reinstated in November 2018. Complainant located housing on March 17, 2019, prior to the expiration date of the voucher (March 25, 2019), but Respondents informed her incorrectly that the voucher had already expired, costing her a housing opportunity. Respondents refused to extend the voucher.

Complainant Morgan believes Respondents collectively discriminated against her based on disability in violation of the Act.

The Respondents deny the allegations of discrimination, and are entering into this VCA/CA in order to resolve the matter, without any admission of liability, fault, or wrongdoing.

III. DEFINITIONS

1. This Agreement incorporates by reference all definitions under Section 504 of the Rehabilitation Act of 1973, Title II of the ADA, and the Fair Housing Act, as well as 24 C.F.R. Parts 8 and 100, and 28 C.F.R. Part 35, as such definitions exist as of the effective date of this Agreement and as amended.
2. The following terms shall have the meanings set out herein:
 - a. **Days** means and refers to calendar days.
 - b. **Effective Date** means and refers to the date on which the Agreement is approved by HUD, through the Office of Fair Housing and Equal Opportunity (FHEO) Region IV Director or his designee. The Parties expressly agree that this Agreement will not constitute a binding contract under state or federal law, a Conciliation Agreement pursuant to Title VIII, or a Voluntary Compliance Agreement pursuant to Section 504, unless and until such time as it is approved by HUD.
 - c. **Individual with a Disability** means and refers to an individual who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing, or learning; has a record of such impairment; or is regarded as having such an impairment. *See* 24 C.F.R. § 8.3, as modified by the ADA Amendments Act of 2008, Pub. L. 110-325, § 7(2), 122 Stat. 3558 (September 25, 2008), amending 29 U.S.C. § 705(20); *see also* 28 C.F.R. § 35.104.
 - d. **Reasonable Accommodation** means and refers to a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility or dwelling unit that may be necessary to provide an individual with a disability an equal opportunity to (1) use and enjoy a dwelling, including public and common use areas of a development, (2) participate in, or benefit from, a program (housing or non-housing), service or activity; or (3) to avoid discrimination against an individual with a disability. Such an accommodation must be granted unless it would (i) pose an undue financial and administrative burden, or (ii) fundamentally alter the essential nature of the program, service, or activity. For purposes of this Agreement, a reasonable accommodation includes any physical or structural change to a housing unit or a public or common use area that would be considered a reasonable modification for purposes of the Fair Housing Act.

IV. TERM OF AGREEMENT

This Agreement shall govern the conduct of the Parties for a period of 1 (one) year from the Effective Date of the Agreement.

V. GENERAL PROVISIONS

1. The Parties acknowledge that this Agreement is a voluntary and full settlement of the subject complaint. The Parties affirm that they have read and fully understand the terms set forth herein. At the beginning of the investigation of this complaint, all Parties were informed by HUD of their right to legal representation throughout the investigation and conciliation process. No Party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
2. This Agreement, after it has been executed by all Parties and approved by the FHEO Region IV Director or his designee, is binding upon Respondent, its employees, contractors, successors, and assigns and the Complainant, her heirs, personal representatives, and assigns.
3. Pursuant to Section 810(b)(4) of Title VIII, upon approval of this Agreement by the FHEO Region IV Director or his designee, it is a public document. The Respondent shall provide a copy of this Agreement to any person upon request and, on or before 30 days after the Effective Date of this Agreement, place a copy of it on the Respondent OHA's website where it shall remain throughout the term of this Agreement.
4. Except as stated in this Agreement, this Agreement does not diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, the Fair Housing Act, or any other Federal, State, or local civil rights statute or authority with respect to any past, current, ongoing, or future actions. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
5. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving Respondent or conduct a compliance review pursuant to Section 504 and the ADA, or investigate allegations pursuant to Title VIII, or any other authority within HUD's jurisdiction.
6. HUD will determine whether the Respondent has satisfactorily complied with the provisions set forth in this Agreement. HUD will monitor the Respondent's implementation of this Agreement and may seek to amend the Agreement if HUD determines that it is in the best interests of the Parties. HUD may conduct an on-site or any other review of Respondent's compliance with the provisions of this Agreement, and, upon reasonable notice by HUD, Respondent will grant HUD's employees access to its premises, records, and personnel during normal business hours throughout the term of this Agreement pursuant to 24 C.F.R. § 8.55(c).
7. This Agreement is the controlling document concerning the Respondent's compliance from the Effective Date of this Agreement without regard to any prior HUD guidance, waivers, administrative decisions, letters, opinions, or similar guidance regarding the Respondent's obligations, responsibilities, or technical requirements.
8. 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 constitute one document.

9. The Complainant and Respondents acknowledge that the provisions of this Agreement fully resolve the subject matter of HUD Case Numbers 04-19-6294-8 and 04-19-6294-4.
10. Complainant hereby forever waives, releases, and covenants not to sue the Department, Respondent Orlando Housing Authority, Respondent Rhonda Pierce, Respondent Eliana Checo, and Respondent Lacary Williams, as well as their heirs, executors, assigns, agents, employees 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 addressed in HUD Case Numbers 04-19-6294-8 and 04-19-6294-4 or which could have been filed in any action or suit arising from said subject matter.
11. Respondents, hereby forever waive, release, and covenant not to sue the Department or Complainant, or its successors, assigns, agents, officers, board members, employees 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 Numbers 04-19-6294-8 and 04-19-6294-4 or which could have been filed in any action or suit arising from said subject matter.

VI. SPECIFIC PROVISIONS

1. RELIEF FOR THE COMPLAINANT

- a. The Respondent agrees that the Complainant's Section 8 voucher is available for her and her family to use, and that the period under which she may find housing will be extended for a period of not less than two months following the date of execution of this Conciliation Agreement / Voluntary Compliance Agreement (CA/VCA). The Respondent agrees that the Complainant may port her voucher, provided that she provides documentation that the Respondent is required to obtain as a public housing authority.
- b. Respondent agrees to take the following actions:
 - i. Within ten (10) days of the Effective Date of this Agreement, Respondent will provide Complainant with compensation in the amount of five thousand eight hundred dollars (\$5800.00) in the form of a single check payable to Tina Morgan.
 - ii. Within fifteen (15) days of the Effective Date of this Agreement, Respondent will provide HUD with a written, signed certification that the compensation has been provided, as well as a copy of the check or money order, to the address in Section VII. of this CA/VCA.

2. RELIEF IN THE PUBLIC INTEREST

a. NON-DISCRIMINATION

- i. Respondent agrees to comply with all of the provisions of Title VIII and HUD's

implementing regulations at 24 C.F.R. Part 100. Respondent acknowledges that Title VIII makes it unlawful to discriminate because of race, color, national origin, religion, sex, familial status, and disability, and further makes it unlawful to fail to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford individuals with disabilities an equal opportunity to use and enjoy a dwelling.

- ii. Respondent agrees to comply with all provisions of Section 504 and HUD's implementing regulations at 24 C.F.R. Part 8. HUD's Section 504 regulations provide that no person in the United States shall, on the grounds of disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity that receives federal financial assistance. *See* 29 U.S.C. § 794(a); 24 C.F.R. § 8.4.
- iii. Respondent agrees to comply with all provisions of the ADA and its implementing regulations at 28 C.F.R. Part 35. The ADA and its implementing regulations provide that no qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity. *See* 42 U.S.C. § 12132; 28 C.F.R. § 35.130.
- iv. Respondent acknowledges that it has an affirmative duty not to discriminate, 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 Section 504, Title II of the ADA, or Title VIII. *See* 24 C.F.R. § 8.56(k); 28 C.F.R. § 35.134; and 24 C.F.R. 100.400(c)(5).
- v. Respondent agrees to comply with all requirements of the Voluntary Compliance Agreement entered into by OHA to resolve findings as a result of compliance reviews 04-12-R011-4 and 04-12-R011-D, executed on April 29, 2015, as amended by the Amendment to the Voluntary Compliance Agreement to resolve an additional finding of non-compliance in the Section 504 housing discrimination complaint filed by Samuel Rosario, case number 04-14-0282-4, executed on November 17, 2017.

VII. MONITORING AND REPORTING REQUIREMENTS

1. HUD will monitor Respondent's implementation of this Agreement. At its discretion, HUD may convene meetings with Respondent's Executive Director or other designated staff or authorized representative, to discuss progress in implementing the Agreement, propose modifications, or conduct other business with respect to this Agreement.
2. The Respondent agrees to comply with the monitoring and reporting requirements of the Voluntary Compliance Agreement entered into by OHA to resolve findings as a result of compliance reviews 04-12-R011-4 and 04-12-R011-D, executed on April 29, 2015, as

amended by the Amendment to the Voluntary Compliance Agreement to resolve an additional finding of non-compliance in the Section 504 housing discrimination complaint filed by Samuel Rosario, case number 04-14-0282-4, executed on November 17, 2017.

3. Within fifteen (15) days of the Effective Date of this Agreement, Respondent will provide to HUD: 1) a written, signed certification that, pursuant to VI.1.b.i., compensation has been provided to the Complainant; and, 2) a copy of the check or money order, to be sent to:

U.S. Department of HUD
FHEO – Attn: Aaron Levine
909 SE 1st Avenue, Room 500
Miami, FL 33131

Electronic copies of same will be provided to:

1. Charles.E.President@hud.gov
2. Aaron.D.Levine@hud.gov

4. Provided that the Respondent is in compliance with all Reporting and Monitoring requirements of this CA/VCA (VII. 1, VII. 2, and VII. 3, above), and with all Reporting and Monitoring requirements of the CA/VCA resolving compliance reviews 04-04-R001-4 and 04-04-R001-D and Section 504 complaint 04-14-0282-4, they will be deemed to be in compliance with the reporting and monitoring requirements of this CA/VCA.
5. Upon any notice to OHA that HUD has referred this Agreement to the Department of Justice, all items that are required to be submitted to HUD shall be submitted to both HUD and the Department of Justice.

VIII. CONSEQUENCES OF BREACH AND ENFORCEMENT

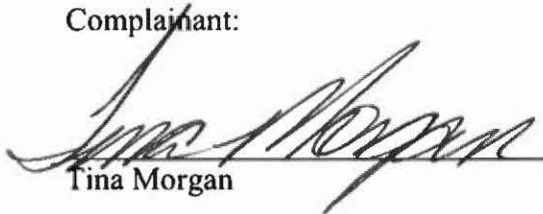
1. Failure to carry out any term of this Agreement resulting in a material breach to HUD may result in the suspension or termination of, or refusal to grant or to continue federal financial assistance to, Respondent or other actions authorized by law, including referral to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court.
2. Should HUD learn of OHA's noncompliance with this Agreement, HUD will provide notification to the OHA Executive Director via email. OHA will have seven (7) days to cure the breach following the date of the email notice. If failure to cure occurs, HUD may take appropriate enforcement action, including referring this Agreement to the Department of Justice.
3. HUD reserves the right to refer the Agreement to the Department of Justice without providing an opportunity to cure in the following circumstances:
 - a. Notification by OHA of intent to engage in an action that would breach this

Agreement;

- b. Significant non-compliance with this Agreement;
 - c. Breaches that are not reasonably curable; or
 - d. Any breach that by its nature constitutes noncompliance with civil rights requirements.
4. In the event that the Respondent fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, HUD may enforce that provision by any contractual, statutory, or regulatory remedy available to HUD.
 5. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, failure by HUD to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of Respondent under this Agreement.
 6. This Agreement and any documents incorporated by reference constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding. This Agreement may not be revised, except upon the mutual agreement of the Parties in writing attested to by the signatures of all Parties to the revision.

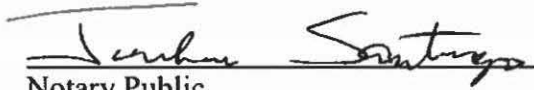
IX. SIGNATURES

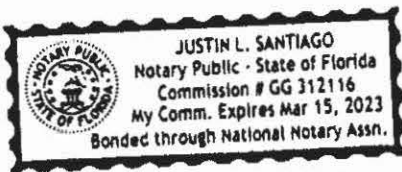
Complainant:


Tina Morgan

5/28/19
Date

The foregoing Voluntary Compliance Agreement/Conciliation Agreement was acknowledged before me this 28 day of May, 2019, by Tina Morgan, who (check one): is personally known to me or produced Deans Weare as identification.


Notary Public
My Commission Expires:



For the Respondent:



Vivian Bryant
President/Chief Executive Officer
Orlando Housing Authority

5/30/19
Date

The foregoing Voluntary Compliance Agreement/Conciliation Agreement was acknowledged before me this 30 day of May, 2019, by Vivian Bryant, who (check one): [] is personally known to me or [] produced _____ as identification.



Notary Public
My Commission Expires: 1/29/22



MARINELLIE RIVERA
Commission # GG 180049
Expires January 29, 2022
Bonded Thru Budget Notary Services

Ed Carson
Ed Carson
Chairman
Orlando Housing Commission

5/30/19
Date

The foregoing Voluntary Compliance Agreement/Conciliation Agreement was acknowledged before me this 30 day of May, 2019, by Ed Carson, who (check one): is personally known to me or produced _____ as identification.

Marinellie Rivera
Notary Public
My Commission Expires: 1/29/22



MARINELLIE RIVERA
Commission # GG 180049
Expires January 29, 2022
Bonded Thru Budget Notary Services

APPROVAL:

Carlos Osegueda
Carlos Osegueda
FHEO Region IV Director
Office of Fair Housing and Equal Opportunity

5/31/2019
Date