



Voluntary Compliance Agreement / Conciliation Agreement

Among

United States Department of Housing and Urban Development

Office of Fair Housing and Equal Opportunity

and

NAME REDACTED, AND NAME REDACTED
[COMPLAINANTS]

and

THE CITY AND COUNTY OF DENVER
[RESPONDENT]

and

THE CITY AND COUNTY OF DENVER
BOARD OF ADJUSTMENT
[RESPONDENT]

and

THE CITY AND COUNTY OF DENVER
COMMUNITY PLANNING AND DEVELOPMENT
[RESPONDENT]

Under

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)

Section 504 of the Rehabilitation Act of 1973

Title VI of the Civil Rights Act of 1964

Section 109 of the Housing and Community Development Act of 1974

Title II of the Americans with Disabilities Act of 1990

HUD CASE NOS.:

08-21-3770-4, 08-21-3770-6, 08-21-3770-D, 08-21-3770-9, and 08-21-3770-8

I. PARTIES AND JURISDICTION

1. The Parties to this Agreement are the U.S. Department of Housing and Urban Development (HUD or Department) and COMPLAINANTS **NAME REDACTED**, **NAME REDACTED**, and **NAME REDACTED** (Complainants), and RESPONDENTS City and County of Denver, the City and County of Denver's Board of Adjustment, and the City and County of Denver's Department of Community Planning and Development (collectively Respondents unless otherwise indicated).
2. Respondent City and County of Denver (the City or Denver) is a municipality and local government. Agencies within the City, including Denver Economic Development and Opportunity (DEDO) and the Department of Housing Stability (HOST), receive federal financial assistance from HUD in the form of Community Development Block Grants (CDBG), Emergency Solutions Grants (ESG), HOME Investment Partnership Program (HOME) grants, and Housing for Persons with AIDS (HOPWA) grants. Respondent Board of Adjustment is an independent board within the City and County of Denver. Respondent Department Community Planning and Development is a Department within the City and County of Denver responsible for administering Denver's Zoning Code.
3. The Department's Revised Letter of Determination of Noncompliance ("Letter") asserts that Respondent City 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 (Section 504), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and HUD's implementing regulations at 24 C.F.R. Part 1 (Title VI), and Section 109 of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309, and HUD's implementing regulations at 24 C.F.R. Part 6 (Section 109). The Department's Letter further asserts that Respondent City is a public entity subject to the requirements of Title II of the Americans with Disabilities Act (ADA), and its implementing regulations, 28 C.F.R. part 35; and Respondent City is additionally required to comply with Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (the Fair Housing Act). (*See* 28 C.F.R. § 35.104).
4. As asserted in Respondents' Request for Review of Letter of Findings dated November 4, 2022, Respondents dispute the extension of the Department's jurisdiction. However, for the purposes of resolving these matters without the necessity of litigation, Respondents agree to the jurisdiction of the Department to the extent of entering into this Agreement and the relief stated herein; however, Respondents retain the right to assert lack of jurisdiction as a defense to any other actions of the Department or Complainants not specifically covered by this Agreement.

II. BACKGROUND

5. This Agreement arises from a complaint that was initially filed on July 20, 2021, amended on April 11, 2022, and subsequently a Second Amended Complaint to add **NAME REDACTED** as a Complainant on June 26, 2024, alleging discrimination by Respondents (collectively referred to as “Complaint”). In summary, Complainants alleged Respondents discriminated against them by refusing to make a reasonable accommodation needed for Complainants to modify their subject dwelling to allow Complainant **NAME REDACTED** to equally access housing as a person with a disability, thereby subjecting Complainants **NAME REDACTED** and **NAME REDACTED** to discriminatory terms and conditions in housing based on their association with a person with a disability, and making housing unavailable to a person with a disability. Complainants additionally alleged Respondents discriminated against them by subjecting them to discriminatory terms and conditions in housing based on sex and race. Accordingly, Complainants alleged Respondents violated subsections 804(b), 804(f)(1)(B), 804(f)(2)(C), and 804(f)(3)(B) of the Fair Housing Act, along with Title VI, Section 504, the ADA, and Section 109.
6. HUD conducted an investigation and issued a Preliminary Letter of Findings on September 30, 2022, which found that Respondents were in noncompliance with Section 504 and the ADA with respect to the City’s zoning processes. In general, HUD found that Denver violated its obligations under Section 504 and the ADA as follows: (1) The City failed to provide a reasonable accommodation to Complainants in violation of 24 C.F.R §§ 8.4, 8.20, 8.33; 28 C.F.R. §§ 35.130(b)(7); and (2) the City lacked sufficient mechanisms to ensure compliance with its obligations to provide reasonable accommodations, resulting in discrimination against individuals with disabilities under Section 504 and the ADA in violation of 24 C.F.R §§ 8.4, 8.20, 8.33; 28 C.F.R. §§ 35.130(a), 35.130(b)(3), and 35.130(b)(7).
7. On November 4, 2022, Respondents requested a review of HUD’s findings.
8. On February 23, 2023, HUD issued a Revised Formal Determination of Noncompliance sustaining its findings on the grounds that Respondents, including both Respondent Board of Adjustment and Respondent Community Planning and Development department, are covered by Section 504 and the ADA and accordingly subject to the jurisdiction of HUD to ensure compliance with those statutes and their implementing regulations. Additionally, HUD sustained its findings that the City failed to provide a reasonable accommodation and otherwise lacked proper mechanisms to ensure compliance with its broader obligations to provide reasonable accommodations in housing-related transactions to individuals with disabilities.
9. HUD investigated Complainants’ allegations under Title VI, Section 109, and the Fair Housing Act, but neither made final findings or determinations with respect to those statutes, nor their implementing regulations.

10. The Parties enter into this Voluntary Compliance Agreement / Conciliation Agreement (“VCA” or “Agreement”) to resolve the findings identified in the Preliminary Letter of Findings and the Revised Formal Determination of Noncompliance, pursuant to Section 504 and the ADA, [*See* 24 C.F.R. § 8.56(j), and 28 C.F.R. § 35.173.], and to resolve the remaining allegations of violations under Title VI, Section 109, and the Fair Housing Act. [*See* 24 C.F.R. § 1.8(d), 24 C.F.R. § 6.11(a)(9), and 24 C.F.R. part 103, subpart E]. In order to resolve HUD Case Numbers 08-21-3770-4, 08-21-3770-6, 08-21-3770-D, 08-21-3770-9, and 08-21-3770-8, Respondent City agrees to provide the relief specified herein, including to Complainants the amount of \$115,000.
11. It is understood by all Parties to this Agreement that Respondents deny any violation of the law and that this Agreement does not constitute an admission by Respondents that they have engaged in any discriminatory acts and that any liability is expressly denied.
12. The Parties acknowledge that this Agreement is a voluntary and full settlement of the disputed Complaint and remaining allegations pending investigation. 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. Complainants affirm that they have been afforded the opportunity to review this Agreement with an attorney prior to their execution of the Agreement.
13. This Agreement incorporates by reference all definitions under Section 504, the ADA, Title VI, Section 109, and the Fair Housing Act, as well as 24 C.F.R. parts 1, 6, 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.
14. The following terms shall have the meanings set out herein:
 - a. **BOA** means and refers to Respondent City and County of Denver Board of Adjustment. The BOA is an independent board and board members are private citizens selected by the Mayor and Denver City Council.
 - b. **CPD** means and refers to Respondent City and County of Denver’s Community Planning and Development department.
 - c. **Days** means and refers to calendar days.
 - d. **DDDR** means and refers to the Denver Division of Disability Rights, a division of Respondent City and County of Denver’s Agency for Human Rights & Community Partnerships.
 - e. **Effective Date** means and refers to the date of the last signature in Section IX.

- f. **HRCP** means and refers to Respondent City and County of Denver’s Agency for Human Rights & Community Partnerships.
- g. **Individual or Person 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. § 35.108, and 42 U.S.C. § 3602(h).
- h. **OSEI** means and refers to the Denver Mayor’s Office of Social Equity and Innovation.
- i. **Reasonable Accommodation Guidelines** means and refers to the reasonable accommodation policy, customer guide, application, and instructions addressing reasonable accommodations from Denver Zoning Code provisions in order to comply with federal fair housing mandates for individuals with disabilities that will be created by Respondents City and CPD pursuant to Section V(C) of this Agreement.
- j. **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.
- k. **Subject Property** means and refers to Complainants **NAME REDACTED** and **NAME REDACTED**’s owned single-family dwelling located at **ADDRESS REDACTED**, Denver, Colorado **ADDRESS REDACTED**.

III. TERM OF AGREEMENT

- 15. This Agreement shall be in effect for a period of one (1) year from the Effective Date of the Agreement or until FHEO has determined that all actions required by the Agreement have been performed, whichever is later. The FHEO shall not unreasonably withhold such determination. The Release of Claims provided in

paragraphs 22 and 23 shall remain in effect in perpetuity after the expiration of this Agreement.

IV. MISCELLANEOUS PROVISIONS

16. This Agreement, after it has been executed by the FHEO Regional Director or his or her designee, is binding upon Respondents, its employees, contractors, agents, successors, representatives, and subrecipients. The Agreement is additionally binding upon Complainants and their agents, attorneys, heirs, executors, administrators, insurers, successors, assigns, and any and all other persons or entities which have or may have any claim on his behalf or be entitled to share in any settlement thereof.
17. This Agreement shall not be construed to limit or reduce the obligation of Respondent City, and Respondent City's subrecipients and agencies, programs, services, and activities, to comply with applicable federal civil rights laws and implementing regulations, including any applicable provisions of Section 504, the ADA, Section 109, Title VI, and the Fair Housing Act, and their respective implementing regulations.
18. Upon execution of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
19. Upon execution of this Agreement, Respondents shall provide notice of the terms of this Agreement to OSEI, HRCP and HRCP's Division of Disability Rights within ten (10) days from the effective date.
20. This Agreement does not diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, Section 109, Title VI, and 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.
21. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving Respondents or conduct a compliance review pursuant to Section 504, the ADA, Section 109, and Title VI, or investigate allegations pursuant to the Fair Housing Act, or any other authority within HUD's jurisdiction. This Agreement does not limit or waive any defenses that Respondents may have with regard to such complaints or investigations and Respondents expressly deny any liability with the matters subject to this Agreement.
22. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents, to include all 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 of HUD Case Numbers 08-21-3770-4, 08-21-3770-6, 08-21-3770-D, 08-21-3770-9, and 08-21-

3770-8 or which could have been filed in any action or suit arising from said subject matter.

23. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainants, to include all their successors, assigns, agents, officers, 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 08-21-3770-4, 08-21-3770-6, 08-21-3770-D, 08-21-3770-9, and 08-21-3770-8 or which could have been filed in any action or suit arising from said subject matter.
24. HUD shall monitor whether Respondents have satisfactorily complied with the provisions set forth in this Agreement. HUD may conduct an on-site or any other review of Respondents' compliance with the provisions of this Agreement, and, upon reasonable notice by HUD, including notice to the City Attorney's Office, Respondents shall 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); 28 C.F.R. § 35.172(b); 24 C.F.R. § 6.11(b)(1); 24 C.F.R. § 1.6(c); and 24 C.F.R. § 103.335. However, HUD shall not have access to any records not otherwise subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. 24-72-201 et. seq.
25. If applicable laws, regulations, or guidance are changed or clarified in a manner that would affect the provisions of this Agreement, then the Parties shall confer in good faith to determine any appropriate modifications to this Agreement.
26. This Agreement (including its Attachments) is the entire agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either Party shall be enforceable. This Agreement does not remedy any other potential violations of Section 504, the ADA, Section 109, Title VI, the Fair Housing Act or other federal law. This Agreement does not relieve Respondents of their continuing obligation to comply with any applicable aspects of Section 504 the ADA, Section 109, Title VI, and the Fair Housing Act.
27. Execution of this Agreement may be accomplished by separate execution of signatures to this Agreement; the original executed signature pages to be attached to the body of the Agreement constitute one document.

V. REMEDIAL ACTIONS

A. NON-DISCRIMINATION

28. Respondents shall comply with all applicable 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.

29. Respondents shall comply with all applicable provisions of the ADA and its implementing regulations at 28 C.F.R. part 35. The ADA 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.
30. Respondents shall comply with all applicable provisions of Section 109 and its implementing regulations at 24 C.F.R. part 6. HUD's Section 109 regulations provide that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. *See* 42 U.S.C. § 5309; 24 C.F.R. § 6.1.
31. Respondents shall comply with all applicable provisions of Title VI and its implementing regulations at 24 C.F.R. part 1. HUD's Title VI regulations provide that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from HUD. *See* 42 U.S.C. § 2000d-1; 24 C.F.R. § 1.1.
32. Respondents shall comply with all applicable provisions of the Fair Housing Act, which provides, *inter alia*, no person shall be subjected to discrimination because of race, gender, or disability in residential real estate-related transactions. *See* 42 U.S.C. § 3601-19; 24 C.F.R. part 100.
33. Respondents acknowledge that it is unlawful to intimidate, threaten, coerce, or retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under Section 504, the ADA, Section 109, Title VI, and the Fair Housing Act. *See* 24 C.F.R. § 8.56(k); 28 C.F.R. § 35.134; 24 C.F.R. § 6.11(f); 24 C.F.R. § 1.7(e); 42 U.S.C. § 3617; 24 C.F.R. §100.400.

B. REVISION OF DENVER ZONING CODE

34. On May 23, 2023, Denver amended the Denver Zoning Code at Denver Revised Municipal Code, Section 59, subsection 59-2. A copy of the ordinance amending the Denver Zoning Code is attached as Attachment A. Among other changes, these amendments make clear that eligibility and approval criteria for administrative adjustments and variances shall be processed in accordance with federal laws, including, the Act, Section 504, and the ADA. The amendments generally include changes for processing requests for adjustments to the Denver Zoning Code based on federal law as administrative adjustments, rather than variances.

C. REASONABLE ACCOMMODATION POLICY

35. In October 2020, Denver's Mayor issued Executive Order No. 147, which appears in Attachment B. This Executive Order applies to all Departments and Agencies under the Mayor, which includes Respondent CPD.
36. Within one hundred and eighty (180) days of the Effective Date of this Agreement, Respondent City and CPD agree to the creation of Reasonable Accommodation Guidelines. The Reasonable Accommodation Guidelines will be provided for review and approval by the FHEO Region VIII Director at least 30 days prior to release and implementation. The policy and guide will describe how requests for making reasonable accommodations are prepared and submitted to CPD and will describe the process and timeframe for CPD's review and final decision on such accommodation requests.
37. The policy and guide will include a description of an interactive dialogue with the applicant to determine if there is a different form of accommodation that would satisfy the requirements of the Fair Housing Act with fewer adverse impacts on adjacent areas. Such interactive dialogue will ensure that CPD will not approve an alternate reasonable accommodation for an applicant without first communicating with an applicant to determine whether the alternate accommodation would meet their disability-related need(s) for the accommodation.
38. The policy and guide will provide the public with contact information for preapplication meetings with CPD staff and/or general questions or requests for assistance.
39. Once finalized, CPD will publish the updated Administrative Adjustment/Reasonable Accommodation policy and guide on Denver's website and make them available upon request. CPD will submit a written confirmation that this provision has been met within sixty (60) days after such policy and guide have been finalized.
40. CPD will distribute and/or make available the completed policy and guide to the public through multiple platforms (e.g., print and website), and will provide access to the document for use by the BOA and other interested City and County of Denver agencies and departments, including the Denver Division of Disability Rights. Respondent City agrees that it will make reasonable efforts to ensure uniformity across all policies and procedures when making revisions.
41. Respondent City and CPD will adopt a policy that waives all fees associated with making a reasonable accommodation request through the administrative adjustment zoning process. Within six (6) months of the effective date of this Agreement, Respondent BOA will initiate an application recommending to the Denver City Council to waive all fees associated with an appeal to the BOA from a final CPD decision appealing an administrative adjustment decision related to a reasonable accommodation request. Nothing in this provision or Agreement is intended to

constrain or limit the Denver City Council in the exercise of its legislative authority to make a final decision on any such waiver of fees.

42. For the term of this Agreement, all CPD staff who regularly conduct zoning compliance review on development applications or who regularly work with the BOA, all BOA members and alternates, and the BOA Director, Deputy Director, and Administrative Assistant, will receive annual training on CPD's reasonable accommodation policies and procedures. This training may be included in the training required under Section VI, Subsection H and the Department agrees that such training will count toward the total minimum hours required in that section.
43. Respondents will submit proof of completed training to HUD as prescribed in Section VI, Subsection H.
44. Throughout the term of this Agreement, Respondent CPD shall not make substantial changes to the CPD reasonable accommodation policy without obtaining advance written approval for any such changes from HUD.

D. SECTION 504 REASONABLE ACCOMMODATION TRACKING SYSTEM

45. Within one hundred and eighty (180) days of the effective date of this Agreement, Respondent CPD agrees to develop a reasonable accommodation case tracking policy and procedure and submit them to the Department for approval. Failure by the Director to act within 30 days of receipt of a document shall constitute approval of the same. The policy and procedure will address how responsible staff will document and process each reasonable accommodation request received by CPD.
46. HUD agrees that CPD will use its permit software tracking system (CPD currently uses "Accela") and the appropriate Accela record type (e.g., the "Administrative Modification" record) to track open and pending administrative adjustment cases, as well as to track closed administrative adjustment cases and final decisions. All references to Accela herein are for the convenience of the Parties and the City retains the right in its sole discretion to use an alternative software tracking system to accomplish the same result.
47. Within one hundred and eighty (180) days of the effective date of this Agreement, CPD will create and implement the appropriate Accela record type and begin tracking Reasonable Accommodation requests through such system. CPD will determine the best approach to capturing this information in a way that will best enable reporting and tracking of relevant data about all Reasonable Accommodation administrative adjustment requests. The Accela tracking of requests for administrative adjustments for Reasonable Accommodations, including generation of shareable reports, will capture, at a minimum:
 - a. A high-level summary of the reasonable accommodation request (e.g., CPD may choose to use check-boxes to capture the general type of RA request;

more detailed information will be found in the attached administrative adjustment application and/or final written decision).

- b. Date application record was opened,
- c. Applicant's name and contact information.
- d. Relevant subject property information,
- e. Status of pending requests,
- f. Indication whether CPD and an applicant engaged in an Interactive Dialogue regarding the type of administrative adjustment requested, and
- g. Final administrative decision on the request, including any BOA decision on appeal.

48. CPD will upload its final written administrative decision to the Accela record. The final written decision will include findings of fact and law and a summary of any Interactive Dialogue. CPD will ensure public access to its final written decision through CPD's public online access to the Accela system ("e-permits"). After one year following its implementation, and on an annual basis thereafter for the term of this Agreement, Respondent City and CPD agree to provide to the Department a report of all Reasonable Accommodation administrative adjustment requests submitted to CPD after its successful implementation of the reasonable accommodation tracking system, including appeals of final reasonable accommodation requests to the BOA, in a Microsoft Excel or similar electronic format. Such report will include publicly available information contained in Accela, as detailed in paragraph 47, subparts a. through e. above. Upon the Department's written request, CPD will provide copies of other publicly available information contained in Accela, as detailed in paragraph 47, subpart a. through g., and/or the formal reasonable accommodation application and supporting materials.

49. Once Respondent City and CPD receive Departmental approval of the Reasonable Accommodation Policy, and throughout the term of the Agreement, the log must be used and maintained with current, accurate, and up-to-date information in accordance with any requirements set forth in such Policy.

E. DISCLOSURE

50. Respondent BOA agrees it will disclose to all appellants before it that members of BOA may drive past an appellant's property at any time prior to appellant's hearing with BOA and the Parties agree that the inclusion of such a disclosure in the BOA's application materials shall satisfy this obligation.

F. COMPLIANCE AND COMPLAINTS ABOUT ZONING RELATED DECISIONS

51. HUD acknowledges that the City of Denver's HRCF Division of Disability Rights has an established process for intake and investigating complaints about discrimination in a city-owned or operated program or facility where the alleged discrimination is based on disability. The Division of Disability Rights has the authority to work with applicants/complainants when and if they believe they have been subject to disability discrimination either by CPD or the BOA in the administration or enforcement of the Denver Zoning Code.
52. Denver's HRCF Division of Disability Rights will serve as a resource to CPD and BOA on disability discrimination issues in city owned or operated programs or facilities, and on continuing compliance with this Agreement.
53. The HRCF Division of Disability Rights will continue to receive complaints of alleged disability-based discrimination related to administration or enforcement of the Denver Zoning Code. After three hundred and thirty (330) days following the Effective Date of this Agreement, the HRCF Division of Disability Rights will produce and submit to HUD data and information regarding the number, subject matter, and resolution of all such complaints, except to the extent that such data or information is privileged or confidential.
54. CPD will provide the HRCF Division of Disability Rights with up-to-date copies of this Agreement and CPD's administrative adjustment/reasonable accommodation policy and procedure. Once in receipt of these documents, the HRCF Division of Disability Rights will make the following materials available on its website (and in paper form for anyone requesting paper documents): (a) A copy of this Agreement, (b) a copy of CPD's administrative adjustment/reasonable accommodation policy and procedure, and (c) information on how to file a complaint of zoning-related disability discrimination, including referral to the Colorado Civil Rights Division and the U.S. Department of Housing and Urban Development complaint processes.

G. OTHER REMEDIATION TO ASSIST PERSONS WITH DISABILITIES

55. CPD provides assurances that individuals with disabilities will receive a level of customer service intended to assist such persons with Denver's zoning review procedures, including educating customers about the availability of the administrative adjustment/reasonable accommodation process, applicable consistent with their obligations under Section 504, the ADA, and other federal laws. Customer services will include but are not limited to: in-person and virtual one-on-one consultations with zoning permit review staff, translation services for non-English speaking customers, pre-application meetings for every reasonable accommodation administrative adjustment request (procedures, submittal requirements, and review criteria are explained), and expedited plan review for new development that qualifies as "affordable housing" per CPD policies, rules and regulations.

H. TRAINING

56. Within one hundred and eighty days (180) days of the effective date of the Agreement, then annually thereafter for the term of the Agreement, Respondents agree that all members of the BOA and staff within the division of Community Planning and Development (CPD) who conduct development plan review as a core duty or who work regularly with the BOA, all BOA members and alternates, and the BOA Director, Deputy Director, and Administrative Assistant will complete four (4) hours of training on race, disability rights, reasonable accommodations/modifications, effective communication with individuals with disabilities, program accessibility, sexual orientation, gender identity, and general non-discrimination requirements. All staff referenced in this paragraph who are hired after the initial training will be required to complete the required training within three (3) months of their employment start date.
57. Within one hundred and eighty days (180) days of the effective date of the Agreement, then annually thereafter for the term of the Agreement, Respondents agree that all members of the BOA and staff within the division of Community Planning and Development (CPD) who conduct development plan review as a core duty or who work regularly with the BOA, all BOA members and alternates, and the BOA Director, Deputy Director, and Administrative Assistant will complete four (4) hours of diversity, equity, inclusion training, and implicit bias training. All staff referenced in this paragraph who are hired after the initial training will be required to complete the required training within three (3) months of their employment start date.
58. Respondents will work collaboratively with the Denver Mayor's Office on Equity and Social Innovation (OESI) and/or the Denver Human Rights and Community Partnership's (HRCP) Division of Disability Rights to create and provide the required training, and/or to obtain the services of a qualified outside consultant to provide some or all of the required training. All required training content, as well as the name(s) of the training provider, will be submitted for review and approval by the Denver Division of Disability Rights and the FHEO Region VIII Director at least 30 days prior to release. Failure to respond within 30 days shall constitute approval. Respondents will be responsible for all costs associated with providing and attending the required training.
59. The distinct types of training and education required in this Agreement may be offered separately or combined in any way, and provided in any format (i.e., live, recorded, or virtual), deemed appropriate and effective by Respondents, provided the total minimum hours required in this section are achieved. Additionally, many of the staff and BOA members referenced in Paragraphs 56 and 57 above have completed diversity, equity, inclusion, and implicit bias training prior to the effective date of this Agreement. The Department agrees that such training will count toward the total minimum hours required in this section.

60. Any substantial change to the reasonable accommodation policy as referenced in Section V(C) may prompt an obligation for additional training on that policy to all CPD staff. The Department and Respondent CPD agree to confer in good faith on the necessity and time requirements for any training on such policy change.
61. Respondents shall provide a written certification stating the date on which the training was provided and the name and position of each Respondent employee and contractor who attended and completed such training. Respondents shall submit the training certification to HUD within thirty (30) days of the training.

VI. SPECIFIC RELIEF FOR COMPLAINANTS

62. Within thirty (30) days of the Effective Date of this Agreement, Respondents agree to pay Complainants the sum total of \$ 115,000. Payment shall be in the form of a certified check made payable to “**NAME REDACTED** and **NAME REDACTED**” and will be delivered by Federal Express to the following address:

Stephanie Kanan
Snell & Wilmer
Tabor Center
1200 Seventeenth Street, Suite 1900
Denver, CO 80202-5854

Complainants acknowledge that although the check is made payable to **NAME REDACTED** and **NAME REDACTED**, all Complainants, including **NAME REDACTED**, have received consideration for their Release contained in paragraph 22.

63. Respondent City shall provide HUD with written, signed certification that the relief described in paragraph 62 has been provided no later than five (5) days from the date such relief is provided. Respondent City shall also provide a copy of the check providing the monetary relief described in paragraph 62 to HUD no later than five (5) days from the date such relief is provided.

VIII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

64. HUD shall monitor Respondents’ implementation of this Agreement. At its discretion, HUD may convene meetings with Respondents’ City Attorney’s Office 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.
65. Annually, for the term of the Agreement, Respondents shall submit reports to HUD on any reasonable accommodation requests and complaints received pursuant to Section V, Subsections D and F of this Agreement. These reports shall be submitted

electronically to r8fheoconciliation@hud.gov . All documents or logs referenced in the report shall be provided as attachments to the report.

66. Failure to carry out any term of this Agreement resulting in a material breach may result in the suspension or termination of, or refusal to grant or to continue federal financial assistance to Respondents, 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. However, nothing in this Agreement shall be construed as a waiver of Respondents' right to a hearing or any other pre-termination/suspension process.
67. Upon notice 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.
68. Should HUD learn of Respondents' noncompliance with this Agreement, HUD shall provide notification to the Respondents' City Attorney's Office via email. Respondents shall have twenty-eight (28) 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. *See* 28 C.F.R. § 50.3 and 42 U.S.C. § 3610(c).
69. In the event that the Respondents fail 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.
70. 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 Respondents under this Agreement.
71. 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

For the Respondents:

Matthew J. Mulbarger, Assistant Director
Denver City Attorney's Office
On behalf of the Denver City Attorney
City and County of Denver

Date

Ignacio Correa-Ortiz
Chair
City and County of Denver –Board of Adjustment

Date

Manish A. Kumar
Executive Director
City and County of Denver – Community Planning and Development

Date

APPROVED AS TO FORM AND CONTENT:

Amanda K. MacDonald
Assistant City Attorney
Denver City Attorney's Office
Attorney for Respondents

For the Complainants:

NAME REDACTED

Date

NAME REDACTED

Date

NAME REDACTED

Date

APPROVED AS TO FORM AND CONTENT:

Stephanie Kanan, Snell & Wilmer
Attorney for Complainants

For the U.S. Department of Housing and Urban Development:

APPROVAL OF CONCILIATION AGREEMENT 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.

James C. Whiteside
Regional Director, Region VIII
Office of Fair Housing and Equal Opportunity

Date