UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

Complainants
Rehoboth House &
Fair Housing Advocates Association (FHAA)

and

Respondent:
The City of Barberton, Ohio

Case Numbers: 05-13-0188-8
05-13-0205-8

Case Names: Rehoboth House v. The City of Barberton
Fair Housing Advocates Association v. The City of Barberton

Approved by the Fair Housing and Equal Opportunity Regional Director on behalf of the U.S. Department of Housing and Urban Development

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
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A. PARTIES AND SUBJECT PROPERTY

- Complainants: William and Lucinda Bridges dba Rehoboth House
  Fair Housing Advocates Association (FHAA)
- Respondent: The City of Barberton, Ohio
- Subject Property: 398 Van Street, Barberton, Ohio

B. STATEMENT OF FACTS

A complaint was filed on November 30, 2012, with the United States Department of Housing and Urban Development (the Department) alleging that Complainants, William and Lucinda Bridges of the Rehoboth House, were injured by a discriminatory act by representatives of the City of Barberton, Ohio. Complainant alleged that Respondent, violated §804a and f of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the Act), on the basis of disability. Complainants alleged that Respondent denied their request for a Conditional Use Permit, because of the disabilities of perspective residents of their group home.

The Fair Housing Advocates Association (FHAA), a private fair housing organization, filed a complaint with the United States Department of Housing and Urban Development (the Department) on December 7, 2012. Complainant alleged that Respondent, the City of Barberton violated §804a and f of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the Act), on the basis of disability. Complainant, FHAA asserted that it provided assistance to Complainant, Rehoboth House, as a result of Respondent's alleged discriminatory denial.

The parties agree to resolve the dispute and agree to settle the claim by entering into this Conciliation Agreement, with no admission of discrimination, liability, violations, or any wrongdoing by the Respondents, the City of Barberton, Ohio.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of one (1) year 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 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 Columbus FHEO Center Director.

3. This Agreement shall become effective on the date on which it is approved by the Columbus FHEO Center Director, of the United States Department of Housing and Urban Development (HUD).

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. Respondents acknowledge that they have an obligation 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. As of the date of execution, Respondents represent that they do not know of any such persons. Respondents further acknowledge that any subsequent retaliation against any individual who actually played a role in this case, as indicated above, would constitute both a material breach of this Agreement, and a statutory violation of the Act.

6. This Agreement, after it has been approved by the Columbus FHEO Center Director, or his or her designee, is binding upon the City of Barberton, Ohio its heirs, successors and assigns.

7. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the Columbus FHEO Center Director, it is a public document.

8. Except as otherwise provided herein, this Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.

9. 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 Director, Region V.

10. 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.

11. Complainants, the Rehoboth House and the Fair Housing Advocates Association (FHAA), hereby forever waive, release, and covenant not to sue the Department or the City of Barberton, Ohio, their successors, assigns, divisions, related entities and/or subdivisions, 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 05-13-0188-8 and 05-12-0205-8, or which could have been filed in any action or suit arising from said subject matter or the facts and events surrounding the complaint.

12. Respondent, The City of Barberton, Ohio hereby forever waives, releases, and covenants not to sue the Department or Complainants, Rehoboth House and the FHAA, 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 05-13-0188-8 and 05-12-0205-8, which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

13. Respondent, the City of Barberton, Ohio agrees to take the following actions by March 1, 2013:
    (a) Approve the requested Conditional Use Permit and all related zoning requirements, for the expansion of the subject residence, from four to eight residents.

    (b) Pay by check in the amount of $2,250.00 to Complainant, Rehoboth House. This check shall be made available for pick-up at the City Hall Building in Barberton, OH.

    (c) Pay by check in the amount of $2,000.00 to Attorney, Andrew Margolius. This check shall be made available for pick-up at the City Hall Building in Barberton, OH.

14. Complainant, Rehoboth House agrees:
    (a) The group home would be limited to up to 8 residents;

    (b) To provide the City of Barberton with proof of current State of Ohio licensing documentation,

    (c) To continue to operate in compliance with the applicable laws and regulations which govern the operation of group homes in the State of Ohio.

G. RELIEF IN THE PUBLIC INTEREST

15. Respondent, the City of Barberton reaffirms its commitment to conduct City business in accordance with the Fair Housing Act, as resolved in City Resolution 44-2004. The City

further asserts that neither the City, nor its representatives will oppose proposed group homes based upon any "stereotypes, rumors or unfounded assumptions."

H. MONITORING

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

I. REPORTING AND RECORDKEEPING

17. Within thirty (30) days of completion, Respondents shall certify to the Columbus FHEO Center Director, in writing, that they have complied with paragraph 13 of this Agreement.

    All required documentation of compliance must be submitted to:

    U.S. Department of Housing and Urban Development
    Carolyn Murphy, Director, Columbus FHEO Center
    Office of Fair Housing and Equal Opportunity
    200 N. High Street
    Columbus, Ohio 43215-2499

J. CONSEQUENCES OF BREACH

18. Whenever the Department has reasonable cause to believe that the Respondents have 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.

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K. SIGNATURES

(Owner) 2/28/13
Rehoboth House, Title Date

2/28/13
Vincent Curry, Executive Director Date
Fair Housing Advocates Association

City of Barberton, Title Date

L. APPROVAL

3-8-2013
Carolyn J. Murphy, Director Date
Columbus Fair Housing Center

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K. SIGNATURES

Rehoboth House, Title — Date

Vincent Curry, Executive Director
Fair Housing Advocates Association — Date

William B. Judge Mayor
City of Barberton, Title — 2/28/2013 Date

L. APPROVAL

Carolyn J. Murphy
Carolyn J. Murphy, Director
Columbus Fair Housing Center — 3/8/2013 Date