

**Before the Commissioner of the  
of the  
State of**

In the Matter of the Alleged Unlawful  
Housing Practice Based upon  
Disability

**Conciliation  
Agreement**

and  
Complainant(s)

Case Number

v.

Mayor  
City Council  
City Manager  
City of  
Councilor  
City Council  
Councilor  
City Council  
Councilor  
City Council  
Councilor  
City Council  
Councilor  
City Council  
President  
City Council  
Respondent(s)

HUD Case Number

In accordance with the provisions of Chapter \_\_\_\_\_ Revised Statutes and  
Administrative Rules \_\_\_\_\_ et seq.; the  
Civil Rights Division, \_\_\_\_\_ and the City of \_\_\_\_\_ agree to enter  
into this Conciliation Agreement in full settlement of the complaint filed with the  
Civil Rights Division, filed on \_\_\_\_\_ 2013, HUD Case  
Number \_\_\_\_\_ wherein \_\_\_\_\_ and \_\_\_\_\_ appear as the Complainants  
and \_\_\_\_\_  
\_\_\_\_\_, and \_\_\_\_\_ appear as the Respondents. It is understood and agreed that this  
agreement is not construed as an admission of liability on the part of Respondents but is a  
compromise of a disputed claim. With an authorized representative for Respondent signature, all  
other Respondent parties are released and this matter settled. It is hereby agreed:

## I. GENERAL PROVISIONS

### A. PARTIES AND SUBJECT PROPERTY

1. The Complainants referenced herein are \_\_\_\_\_ and \_\_\_\_\_ Respondents to the filed \_\_\_\_\_ and \_\_\_\_\_ complaint, Title VIII Case Number \_\_\_\_\_, are \_\_\_\_\_  
The subject property is \_\_\_\_\_
2. This agreement to be signed by City Manager \_\_\_\_\_ for the City of \_\_\_\_\_ and the parties agree that it releases all other Respondents.

### B. STATEMENT OF FACTS

3. A complaint was filed on \_\_\_\_\_ 2013, with the United States Department of Housing and Urban Development (the Department) alleging that Complainant \_\_\_\_\_ Complainants were injured by a discriminatory act of the Respondents. Complainants allege that Respondents violated Section 804(b) or (f) of Title VIII of the Civil Rights Act of 1968 as amended in 1988, 42 U.S.C. 3601 et seq. (the Act) on the basis of disability by discriminatory terms, condition, privileges, or services and facilities and failure to make a reasonable accommodation. That complaint was co-filed with \_\_\_\_\_ under \_\_\_\_\_
4. Respondents deny having discriminated against Complainants, but agree to settle the claims in the underlying action by entering into this Conciliation Agreement. It is understood that this Conciliation Agreement does not constitute an admission by the Respondents of any violation of the Act, or any other law.

### C. EFFECTIVE DATE

5. 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 \_\_\_\_\_, through the Civil Rights Division / \_\_\_\_\_ his or her designee.
6. This Agreement shall become effective on the date on which it is approved by the Civil Rights Division / \_\_\_\_\_

### D. GENERAL PROVISIONS

7. 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.

8. Respondents acknowledge that they have an affirmative duty not to discriminate under the Fair Housing Act and Chapter 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 or Chapter. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
9. This Agreement, after it has been approved by is binding upon Respondents, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of the subject property.
10. It is understood that, pursuant to , upon approval of this agreement by , it is a
11. This Agreement does not in any way limit or restrict the Department's or authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Act or Chapter , or any other complaint within the Department's or jurisdiction.
12. 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 Civil Rights Division
13. The parties agree that the execution of the Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
14. Complainant hereby forever waives, releases, and covenants not to sue the Department, or Respondents, 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 Case Number and HUD Case Number or which could have been filed in any action or suit arising from said subject matter.
15. Complainant agrees that this Conciliation Agreement constitutes a withdrawal of HUD Case Number This release does not apply to other complaints or matters of compliance which may be pending with or the Department.
16. Respondents hereby forever waive, release, and covenant not to sue the Department, or Complainant, their 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 Case Number and HUD Case Number or which could have been filed in any action or suit arising from said subject matter.

## II. RELIEF FOR COMPLAINANT

17. Respondents will switch the water meter at the subject property to a manual water meter (a non-electromagnetic field meter) within two weeks of the date upon which this Agreement is signed by all parties and becomes effective.
18. If Complainants move from the subject property to another property within the area over which Respondents have jurisdiction, Respondents will switch the water meter at the new property to a manual water meter. If Complainants have already moved into the new property at the time the request is made, Respondents will switch the water meter to a manual meter within two weeks of the date the request is made. If Complainant's have not moved into the new property at the time the request is made, Respondents will switch the water meter to manual meter before Complainants move to the new property provided that at least two weeks notice is given.
19. Respondents will contact Complainants' neighbors at the three adjacent properties to notify them that there is a request that the water meters at their homes be switched to manual meters. Respondents will make this request to the three adjacent neighbors in a way that it does not identify Complainants as the persons making the request or refer to Complainant's disabling condition(s). Respondents will switch the water meters at the three adjacent properties to a manual water meters within two weeks of the date upon which it learns that the neighbors do not object. Respondents and Complainants recognize that a situation may result in which one or more neighbors do object, in which case those particular water meters will not be changed.
20. Respondents will not charge any fees or costs to Complainants for switching the meters to manual meters or for reading the manual meters.

## III. ACTIONS IN THE PUBLIC INTEREST

21. Respondents acknowledge that the Fair Housing Act and Chapter prohibit discrimination against individuals on the basis of disability. Respondents further acknowledge that these laws provide protection against being excluded from the participation in, or being denied the benefits of, equal housing opportunities or programs solely on the basis of disability.
22. Respondents agree to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy a dwelling or housing program.

## IV. MONITORING

23. The Department and shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD and may review compliance with this Agreement. As part of such review, HUD and may inspect Respondent's property identified in Section A of this Agreement, examine witnesses and copy pertinent records of Respondents. Respondents agree to provide

full cooperation in any monitoring review undertaken by HUD or ensure compliance with this Agreement.

#### V. CONSEQUENCES OF BREACH

24. Whenever the Department has reasonable cause to believe that 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.

#### VII. DECLARATIONS

25. By approval of this agreement and upon compliance with the terms of this agreement, Complainant declares and represents full understanding of the terms of this Conciliation Agreement and voluntarily accepts the aforesaid terms for the purpose of making a full compromise and settlement of the complaint named above.

26. By approval of this Civil Rights Division, declares and represents that it will accept this settlement for the purpose of making a full compromise, adjustment, and settlement of any and all claims of, or in any way arising out of, the filing of the above-named complaint. The Division may, however, investigate any alleged breach of this agreement

By: \_\_\_\_\_

Date: 4-1-2014

Complainant

By: \_\_\_\_\_

Date: 4-2014

Complainant

By: \_\_\_\_\_

Date: \_\_\_\_\_

Respondent

APPROVED:

By: \_\_\_\_\_

Date: 5/14

Civil Rights Division

By: \_\_\_\_\_

Date: 5/14

Senior Investigator

Civil Rights Division

full cooperation in any monitoring review undertaken by HUD or \_\_\_\_\_ to ensure compliance with this Agreement.

#### V. CONSEQUENCES OF BREACH

24. Whenever the Department has reasonable cause to believe that 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(e) and 814(b)(2) of the Act.

#### VII. DECLARATIONS

25. By approval of this agreement and upon compliance with the terms of this agreement, Complainant declares and represents full understanding of the terms of this Conciliation Agreement and voluntarily accepts the aforesaid terms for the purpose of making a full compromise and settlement of the complaint named above.

26. By approval of this \_\_\_\_\_ Civil Rights Division, declares and represents that it will accept this settlement for the purpose of making a full compromise, adjustment, and settlement of any and all claims of, or in any way arising out of, the filing of the above-named complaint. The Division may, however, investigate any alleged breach of this agreement

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Complainant

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Complainant

By: \_\_\_\_\_ Date: 5/14  
Respondent

APPROVED:

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_