

RESOLUTION NO. 2017-14

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE CONCILIATION AGREEMENT WITH UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR SETTLEMENT OF HUD CASE NUMBER: 10-17-5248-8

WHEREAS, the City of Benton City received a Complaint from United States Department of Housing and Urban Development from Timothy C. Fulton alleging a discriminatory act by the Respondent; and

WHEREAS, the City Benton City denies having discriminated against the Complainant in any way; and


WHEREAS, the City of Benton City desires to settle the Complaint by entering into a Conciliation Agreement. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

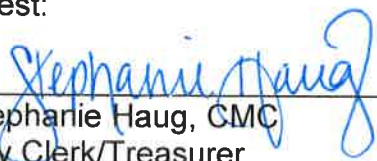
That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Conciliation Agreement between the City of Benton City, Washington, and the United States Department of Housing and Urban Development, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required for the implementation of this Conciliation Agreement.

ADOPTED this 6 day of June, 2017, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 6 day of June, 2017.


Resolution 2017-14 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 6 day of June, 2017.



Linda Lehman, Mayor

Attest:


Stephanie Haug, CMC
City Clerk/Treasurer

Approved as to Form:


Kerr Law Group
City Attorney

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT**

TITLE VIII

CONCILIATION AGREEMENT

between

Timothy C. Fulton

Susie M. Fulton

(Complainants)

and

City of Benton City, WA

Linda Lehman, Mayor of Benton City

John Brown, Code Enforcement Officer

(Respondents)

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

HUD CASE NUMBER: 10-17-5248-8
HUD CASE NAME: Fulton v. City of Benton City

A. PARTIES AND SUBJECT PROPERTY

Complainants

Timothy C. Fulton
1302 12th Street
PO Box 1128
Benton City, WA 99320

Susie M. Fulton
1302 12th Street
PO Box 1128
Benton City, WA 99320

Respondents

City of Benton City
708 9th Street
Benton City, WA 99320

Linda Lehman
Mayor, City of Benton City
708 9th Street
Benton City, WA 99320

John Brown
Code Enforcement Officer
708 9th Street
Benton City, WA 99320

Subject Property

1302 12th Street
Benton City, WA 99320

B. STATEMENT OF FACTS

A complaint was filed on January 31, 2017 with the United States Department of Housing and Urban Development (the Department) alleging that the Complainants were injured by a discriminatory act of the Respondents. Complainants allege that Respondents City of Benton City, Mayor Linda Lehman, and Code Enforcement Officer John Brown violated §§804(f)(1), (f)(2) and (f)(3)(B) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the Act), on the basis of disability by citing Complainants for housing a miniature horse assistance animal at the subject

dwelling in violation of a zoning ordinance and denying Complainants' reasonable accommodation request to allow the aide animal to live with Complainants at the subject dwelling.

Respondents deny having discriminated against Complainant, but agree to settle the claims in the underlying action by entering into this Conciliation Agreement. Respondent Mayor Linda Lehman will sign this agreement on behalf of all Respondents.

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 or 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 FHEO Regional Director, or his or her designee.
3. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO), Seattle Regional Office 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. The Respondents acknowledge 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. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

6. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon the City of Benton City, Mayor Linda Lehman, Code Enforcement Officer John Brown, their employees, heirs, successors and assigns, and all others in active concert with them in the conduct of City of Benton City business.
7. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or his or her designee, it is a public document.
8. 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 Regional Director.
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 Timothy C. Fulton and Susie M. Fulton hereby forever waive, release, and covenant not to sue the Department or Respondents City of Benton City, Mayor Linda Lehman, Code Enforcement Officer John Brown, and 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 Number 10-17-5248-8, or which could have been filed in any action or suit arising from said subject matter.
12. Respondents City of Benton City, Mayor Linda Lehman, and Code Enforcement Officer John Brown hereby forever waive, release, and covenant not to sue the Department or Complainants Timothy C. Fulton, Susie M. Fulton, and their successors, heirs, 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 Number 10-17-5248-8 or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

13. Respondents Mayor Linda Lehman and Code Enforcement Officer John Brown agree to take the following actions and, as set forth in this Agreement, will provide the Department with written certification that these requirements have been met:
 - (a) Allow Complainant Timothy C. Fulton to house his prescribed miniature horse aide animal at the subject dwelling within Benton City's jurisdiction.
 - (b) Rescind the Notice and Order of Civil Violation No. 16-002 issued on October 17, 2017 (the "citation"), which cites Complainant Timothy Fulton for failure to relocate the miniature horse from the subject dwelling in a Residential District in violation of Benton City Municipal Code 20.60.030. Rescind any additional citations or monetary penalties subsequently assessed in relation to the citation.

G. RELIEF IN THE PUBLIC INTEREST

14. Within one (1) year of the effective date of this Agreement, Respondents shall host a Fair Housing Training of three (3) hours duration to be conducted by the Department's Office of Fair Housing and Equal Opportunity, or other appropriate agency or facility approved by the Department. Written approval to attend training offered by an organization not listed in this paragraph must be solicited and obtained from the FHEO Regional Director at least ten (10) days prior to the commencement of the training.

Respondents shall host the training at a public venue, such as a community center or public library, and hold it open to the public. Respondents shall require employees who work at City Hall to attend the Fair Housing Training during their official duty hours without charge to leave.

15. Respondents shall advertise the date, time, place, and subject matter of the Fair Housing Training in the appropriate section of the Benton City website, <http://www.ci.benton-city.wa.us/>, and on a bulletin board or other space designated for public announcements at Benton City Hall, 708 9th St, Benton City, WA 99320, and at the Fair Housing Training venue.

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 inspect the subject property identified in Section A of this Agreement, 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 ten (10) days of completion of Fair Housing Training as required in paragraph 14, Respondents shall forward to the Department objective evidence of the successful completion of training, in the form of a certificate or letter from the entity conducting the training, together with a list of participants.
18. Within ten (10) days of advertising the Fair Housing Training as required in paragraph 15, Respondents shall certify to the FHEO Regional Director, in writing, that they have advertised the training in compliance with paragraph 15.
19. All required certifications and documentation of compliance shall include the FHEO case name and number and must be submitted to:

Region X Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Attn: Conciliation Monitoring
909 First Avenue, Suite 200
Seattle, WA 98104-1000

J. CONSEQUENCES OF BREACH

20. Whenever the Department has reasonable cause to believe that the parties have 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 §§ 810(c) and 814(b)(2) of the Act.

K. SIGNATURES

COMPLAINANTS' SIGNATURES

Timothy C. Fulton

Date

Susie M. Fulton

Date

RESPONDENT SIGNATURE



Linda Lehman for
City of Benton City,
Linda Lehman, and
John Brown

Date 6/6/17

L. APPROVAL

Barbara L. Lehman, Regional Director
FHEO, Region X Seattle

Date