UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII AND SECTION 109

CONCILIATION AGREEMENT

Between

U.S. Department of Housing and Urban Development

Assistant Secretary of the Office of Fair Housing and Equal Opportunity

(Complainant)

And

Municipality of Norristown

(Respondent)

SECRETARY INITIATED COMPLAINT CASE NUMBERS:

03-13-0277-8 and 03-13-0277-9

A. PARTIES AND SUBJECT PROPERTIES

1. The parties to this conciliation agreement are as follows:

   a. Complainant

   Assistant Secretary for the Office of Fair Housing and Equal Opportunity
   U.S. Department of Housing and Urban Development
   451 7th Street, SW
   Washington, D.C. 20410

   b. Respondent

   Municipality of Norristown
   Crandall O. Jones, Municipal Administrator
   235 East Airy Street
   Norristown, PA 19401

   Representing the Municipality of Norristown:

   David J. Sander
   Friedman Schuman, P.C.
   101 Greenwood Avenue, Fifth Floor
   Jenkintown, PA 19046
   Work: 215-690-3828 Fax: 215-635-7212

2. The subject properties consist of rental properties in the Municipality subject to Ordinance 12-03 and Ordinance 12-15.

B. STATEMENT OF FACTS

1. A complaint was filed on June 5, 2013 by the Assistance Secretary for Fair Housing and Equal Opportunity ("FHEO") alleging that the Respondent unlawful discriminated against females by enacting and enforcing Ordinance 12-03 and subsequently enacting a similar Ordinance 12-15 as its replacement. The complaint alleged that the Ordinances were enacted to hold landlords responsible for their tenants and encouraged landlords to evict tenants cited for "disorderly behavior" or risk losing their rental license and/or be subject to fines. The definition of "disorderly behavior" in both Ordinances included any "domestic disturbances that do not require that a mandatory arrest be made." FHEO also alleged that the Ordinances had a disproportionate effect on females who suffer from domestic violence incidents.

2. The Municipality contends that both Ordinances sought to reduce the numerous instances of disorderly behavior to which the Norristown Police Department had to respond at predominately tenant-occupied properties. Respondent states that both

Ordinances are gender-neutral and therefore do not have a disproportionate effect on females or females who suffer from domestic violence incidents. Respondent states that if domestic violence occurs, and there is probable cause to believe that such a crime was committed, the Municipality's Police Department is required by its own policy and procedure to arrest and not charge a landlord with a "strike" under the Ordinances. Nevertheless, the Respondents agree to settle the claims in the underlying actions by entering into this Conciliation Agreement.

3. On August 6, 2014, the Municipality enacted Ordinance 14-09, which repeals Section 245-3 of the General Laws of Norristown or Ordinance 12-15. The repeal is effective five days after enactment of Ordinance 14-09.

C. TERM OF AGREEMENT

This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of two (2) years from the effective date of the Agreement.

D. EFFECTIVE DATE

1. 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 Department, through the Assistant Secretary of the Office of FHEO and the FHEO Regional Director or his or her designee.

2. This Agreement shall become effective on the date on which it is approved by the Assistant Secretary for the Office of FHEO, U.S. Department of Housing and Urban Development.

E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is a voluntary and constitutes a full settlement of the claims set forth in the complaint in the above-referenced cases. The parties affirm that they have read and fully understand the terms set forth herein. The parties agree that they have not been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

2. The Respondent acknowledges that it has 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. The Respondent further acknowledges that any subsequent retaliation or discrimination after the effective date of this Agreement constitutes both a material breach of this Agreement and a statutory violation of the Act.

3. This Agreement, after it has been approved by the Assistant Secretary, FHEO or his or her designee and the FHEO Regional Director, is binding upon the Respondent, its employees, heirs, successors and assigns and all parties to this Agreement.

4. The parties understand that upon approval of this Agreement, this Agreement is a public document, pursuant to 810(b)(4) of the Act.

5. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondent made pursuant to the Act, or any other complaint within the Department's jurisdiction. This Agreement does resolve all issues that are raised or could have been raised in the complaint.

6. 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 Assistant Secretary, FHEO and Regional Director, Philadelphia Office.

7. The parties agree that the execution of this 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.

8. The Assistant Secretary of FHEO hereby forever waives, releases, and covenants not to sue the Respondent and its respective heirs, executors, assigns, officers, commissioners, 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 or in any way related to the subject matter of HUD Case Numbers 03-13-0277-8 and 03-13-0277-9, or which could have been filed in any action or suit arising from said subject matter.

9. The Respondent hereby forever waives, releases, and covenants not to sue the Department, its heirs, executors, assigns, successors, 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 03-13-0277-8 and 03-13-0277-9, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF IN THE PUBLIC INTEREST

1. Within thirty (30) days of the effective date of this Agreement, Respondent shall provide all employees with a copy of this Agreement and allow an opportunity for such employees to have any questions concerning the Agreement answered. Respondent will retain a copy in its Municipal Building for the public to review upon request.

2. Within forty-five (45) days of the effective date of this Agreement, Respondent shall submit to the Department for review and approval the name and credentials of the fair housing source that the Municipality plans to contract to provide fair housing training as outlined in Provision 3 below.

3. Within sixty (60) days of the effective date of this Agreement, Respondent shall submit to the Department for review and approval the training curriculum that the Department's approved fair housing instructor will provide to:

    a. The Municipal Administrator, the Director of Code Enforcement, the Chief of Police, and all other persons who have interaction with victims of crime or abuse (i.e., police officers) or authority to enact an ordinance pertaining to nuisance properties or disorderly behavior (or those acts that were previously defined as disorderly behavior under Ordinance 12-15). The fair housing training shall:
        i. be at least three (3) hours in length;
        ii. have an emphasis on sex and disability discrimination; and
        iii. include cultural diversity and sensitivity training.

    b. All Councilmembers. The fair housing training shall:
        i. be at least an hour and a half (1.5) hours in length;
        ii. have an emphasis on sex and disability discrimination; and
        iii. include cultural diversity and sensitivity training.

4. Within ninety (90) days of the effective date of this Agreement, Respondent shall have all Councilmembers, the Municipal Administrator, the Director of Code Enforcement, the Chief of Police, and all other persons who have interaction with victims of crime or abuse or authority to enact an ordinance pertaining to nuisance properties or disorderly behavior (or those acts that were previously defined as disorderly behavior under Ordinance 12-15) undergo the Department's approved fair housing training by the mutually agreed upon fair housing source. This training shall be provided on an annual basis throughout the duration of this Agreement in accordance with Provision 3a and 3b.

5. Within ninety (90) days of hiring new employees and/or Councilmembers, who have interaction with victims of crime or abuse or authority to enact an ordinance pertaining to nuisance properties or disorderly behavior (or those acts that were previously defined as disorderly behavior under Ordinance 12-15), these persons shall undergo the Department's approved fair housing training by the mutually agreed upon fair housing instructor. For purposes specific to Provision 5, new employees and/or Councilmembers hired after the annual fair housing training may view the most recently recorded fair housing training that was provided by the Department's approved fair housing source.

6. Within ninety (90) days of the effective date of this Agreement, Respondent shall develop an education and outreach program, including a brochure concerning rights regarding the Fair Housing Act. The brochure shall contain:

    a. The express statement that the Municipality encourages all tenants to call the police when they are in need of assistance and that the Municipality does not discourage victims of crime or disorderly behavior (or those acts that were previously defined as disorderly behavior under Ordinance 12-15) from calling the police.

    b. A summary of rights under the Fair Housing Act and how someone can report a claim of discrimination, including HUD's Fair Housing Hotline Number.

    This brochure shall be provided to tenants when police arrive at a unit for an instance of alleged disorderly behavior (or those acts that were previously defined as disorderly behavior under Ordinance 12-15) and to landlords when they apply for their rental license and when they renew their license.

7. Within thirty (30) days of publication of notice of the repeal of Ordinance 12-15, in accordance with terms agreed upon in a separate agreement with Lakisha Briggs, Respondent shall provide the Department with a copy of its notice in the Times Herald and a copy of the notices placed on three separate pages of its website.

8. Within one hundred-eighty (180) days of the effective date of this Agreement, Respondent shall partner and seek guidance from a local domestic violence advocacy group to develop a community service activity that will raise awareness about domestic violence.

9. Within forty-five (45) days of the date of the community service activity that will help raise awareness about domestic violence, Respondent shall submit to the Department a draft of its notification that will be used to inform the public about said activity.

10. Within thirty (30) days of the date of the community service activity, Respondent shall publicize its community service activity that will help raise awareness about domestic violence.

11. Within three hundred-sixty (360) days of the effective date of this Agreement, Respondent shall conduct its community service activity that was developed under the guidance of a local domestic violence advocacy group that will help raise awareness about domestic violence. This activity is to be conducted annually for the duration of the Agreement.

G. MONITORING

The Department shall determine compliance with the terms of the Agreement. During the term of the Agreement, the Department may review compliance with this Agreement. As part of such review, the Department may examine witnesses and copy pertinent records of the Respondent. Respondent agrees to provide its full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

H. REPORTING AND RECORDKEEPING

1. Within sixty (60) days of the effective date of this Agreement, Respondent shall certify that it has provided a copy of the Agreement to all employees, provided an opportunity to answer questions, and retained a copy of the Agreement in its Municipal Building as required by Provision F.1.

2. Within one hundred and twenty (120) days of the effective date of this Agreement, Respondent shall submit certifications of training completion for all participants of the mandatory training outlined in Provisions F.3 and F.4.

3. Within one hundred and twenty (120) days of any new hire who will be required to take the training outlined in Provision F.5, Respondent shall submit certifications of training completed.

4. Within one hundred and twenty (120) days of the effective date of this Agreement, Respondent shall submit an outline of its education and outreach program and a copy of its brochure as required in Provision F.6. Annually for the duration of the agreement, the Respondent shall certify that it meets the requirements of distributing this brochure to tenants when police arrive at a unit for an instance of alleged disorderly behavior (or those acts that were previously defined as disorderly behavior under Ordinance 12-15) and to landlords when they apply for their rental license and when they renew their license.

5. Within (30) days of the publication of notices required under a separate agreement with Lakisha Briggs, Respondent shall provide copies of the notices to the Department as required by Provision F.7.

6. Annually for the duration of this Agreement, Respondent shall certify completion of its community service activity outlined in Provisions F.8 through F.11. within thirty (30) days of completion of the activity.

7. Annually for the duration of this Agreement, Respondent shall report to the Department all complaints of housing discrimination received by the Municipality, including the name of the complainant, a summary of the allegations, what steps the Municipality took to investigate the claim, and the outcome of the investigation.

8. All required certifications and documentation of compliance must be submitted to:

Barbara Delaney
Program Center Director
U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3389

I. CONSEQUENCES OF BREACH

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.

FHEO CASE NUMBERS 03-13-0277-8 AND 03-13-0277-9

J. SIGNATURES

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

Assistant Secretary for the Office of FHEO
U.S. Department of Housing and Urban Development

9/18/14
Date

K. SIGNATURES

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

Crandall Jones, Municipal Administrator
Municipality of Norristown

September 17, 2014
Date