

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

VOLUNTARY COMPLIANCE AGREEMENT

between

The United States Department of Housing and Urban Development,  
Office of Fair Housing and Equal Opportunity

And

Medina Metropolitan Housing Authority  
(Recipient)

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

**FHEO CASE NUMBERS: 05-14-0658-6 and 05-14-R001-6**

**Effective Date:** May 1, 2015

**A. PARTIES**

U.S. Department of Housing and Urban Development

Recipient

Medina Metropolitan Housing Authority  
850 Walter Road  
Medina, OH 44256

Representing Recipient:  
Michael L. Larabee, Esq.  
Larabee & Hertrick, LLP  
325 North Broadway Street  
Medina, OH 44256

**B. INTRODUCTION**

On March 20, 2014, a housing discrimination complaint was filed with the United States Department of Housing and Urban Development (“the Department”), Office of Fair Housing and Equal Opportunity (“FHEO”), against the Medina Metropolitan Housing Authority (“Recipient”). The complaint alleged that Recipient violated Title VI of the Civil Rights Act of 1964 and the Department’s implementing regulations set forth in 24 C.F.R. Part 1.

Specifically, the Complaint alleged that Recipient violated federal civil rights laws in its award of preference points to Medina County residents for admission to its Section 8 Housing Choice Voucher Program because the adopted policy has the effect of subjecting protected classes to discrimination.

The Department conducted a neutral investigation of this allegation, including an on-site compliance review conducted on June 4-5, 2014. Subsequent discussions with Recipient regarding the Department’s investigation occurred. Recipient denies the allegations and admits no wrongdoing. Recipient states that its admissions preferences were disclosed to the Department as required pursuant to annual PHA Plan submissions. The Department has found no evidence of intentional discrimination by Recipient. The Department and Medina Metropolitan Housing Authority agree to settle the claims in the underlying action by entering into this Voluntary Compliance Agreement (“Agreement”).

**C. TERM OF AGREEMENT**

1. This Agreement shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

**D. EFFECTIVE DATE**

2. The parties expressly agree that this Agreement does not constitute a binding contract under state or federal law, unless and until such time as it is approved by the Regional Director, FHEO Region V, of the United States Department of Housing and Urban Development, or his designee.
3. This Agreement shall become effective on the date on which it is approved by the Regional Director, FHEO Region V, of the United States Department of Housing and Urban Development, or his designee.

**E. GENERAL PROVISIONS**

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed Title VI 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. Recipient acknowledges that it has an affirmative duty not to discriminate against anyone under the Fair Housing Act and/or Title VI on the basis of race, color, religion, sex, familial status, national origin, or disability, 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 and/or Title VI. All parties further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act and/or Title VI.
6. This Agreement, after it has been approved by the FHEO Regional Director for Region V, or his designee, is binding upon Recipient, its employees, heirs, successors and assignees and all others in active concert with it.
7. It is understood that upon approval of this Agreement by the FHEO Regional Director, for Region V, or his designee, it is a public document and shall be made available to any person in accordance with the law.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Recipient within the Department's jurisdiction.
9. This Agreement is not drafted with the intent to limit or restrict Recipient's ability to comply with future statutory or regulatory enactments that govern the administration of the Housing Choice Voucher program.
10. This Agreement constitutes the entire agreement of the parties. 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 or his designee.

11. 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 will be attached to the body of the Agreement and shall constitute one document.
12. If any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court, unless the elimination of the invalid provision shall materially affect the intent of this Agreement. The parties shall consult and use their best effort to agree upon a valid and enforceable provision that shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.
13. The parties to this Agreement may agree to reasonable written extensions of time to carry out any of the provisions of the Agreement.
14. Recipient hereby forever waives, releases, and covenants not to sue the Department and its employees, officers, officials, contractors and/or 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 this Agreement.
15. This Agreement is not intended to obligate Recipient to continue its participation in the Housing Choice Voucher program. If Recipient ends its participation in the Housing Choice Voucher program in advance of the expiration of the term of this Agreement then certain obligations set forth in this Agreement that relate to the administration of the HCV program shall no longer be applicable.

#### **F. DEFINITIONS**

16. As used in this Agreement, the following terms shall have the following meanings:
  - a. "Administrative Plan" shall mean the written plan that establishes local policies for the administration of the Housing Choice Voucher program in accordance with HUD's requirements.
  - b. "Affirmatively Furthering Fair Housing" shall mean a jurisdiction's obligation to conduct an analysis to identify impediments to fair housing choice within the jurisdiction, to take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard. Section 808(e)(5) of the Fair Housing Act (42

U.S.C. § 3608(e)(5)) requires that HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act.<sup>1</sup>

c. “Department” or “HUD” shall mean the United States Department of Housing and Urban Development.

d. “Eligible Households” shall mean all program eligible non-resident minority applicants with application date/time stamps prior to June 1, 2011, that were on the Housing Choice Voucher program waiting list on April 28, 2014.

e. “Fair Housing Act” shall mean the federal Fair Housing Act, as amended, 42 U.S.C. § 3601 *et seq.*, and its implementing regulations located at 24 C.F.R. Part 100.

f. “Housing Choice Voucher program” or “HCV” shall mean the tenant based voucher program, also known as Section 8, currently administered in Medina County by Recipient and funded by the Department. The Department pays rental subsidies to ensure that eligible families can afford decent, safe and sanitary housing.

g. “Limited English Proficiency persons” or “LEP Persons” shall mean persons who, as a result of national origin, do not speak English as their primary language and who have a limited ability to speak, read, write, or understand English. For purposes of Title VI and the LEP Guidance, these persons may be entitled to language assistance with respect to a particular service, benefit, or encounter.

h. “Non-resident applicant” shall mean an applicant that did not live, work or have an offer to work in Medina County at the time the applicant applied for the Recipient’s Housing Choice Voucher Program and was not awarded a preference point in accordance with Recipient’s Administrative Plan.

i. “Resident applicant” shall mean an applicant that lived, worked, or had an offer to work in Medina County at the time the applicant applied for the Recipient’s Housing Choice Voucher program.

j. “Purge” shall mean an effort to contact applicants on the HCV waiting list to obtain updated contact information for the applicants and remove applicants on the HCV waiting list that are no longer interested in participating in MMHA’s HCV program or cannot be located despite reasonable efforts.

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<sup>1</sup> The Quality Housing and Work Responsibility Act of 1998 (QHWRA), enacted into law on October 21, 1998, substantially modified the United States Housing Act of 1937 (42 U.S.C. § 1437 *et seq.*) (1937 Act); and the 1937 Act was more recently amended by the Housing and Economic Recovery Act of 2008, Public Law 110-289 (HERA). QHWRA introduced formal planning processes for Public Housing Authorities—a 5-Year Plan and an Annual Plan. The required contents of the Annual Plan included a certification by the PHA that the PHA will, among other things, affirmatively further fair housing.

k. "Recipient" shall mean Medina Metropolitan Housing Authority.

l. "Title VI" shall mean Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d-1 and the Department's implementing regulations located at 24 C.F.R. Part 1.

#### G. RELIEF IN THE PUBLIC INTEREST

17. **VCA Administrator.** Recipient shall immediately hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement, the exact number of which shall be in Recipient's sole discretion.
18. **Relocation Assistance.** Within fifteen (15) days of the effective date of this Agreement, Recipient shall establish a Relocation Assistance fund in the sum of thirty-five thousand dollars (\$35,000). It is not required that Recipient maintain the Relocation Assistance fund in an independent bank account; rather, Recipient may account for the Relocation Assistance fund as a restricted line item on its balance sheet. These funds shall be distributed to Eligible Households as set forth in this VCA. The payment shall be furnished to offset anticipated moving expenses of Eligible Households that utilize a voucher in Medina County. The funds shall be distributed immediately after such household's occupancy has commenced. The actual payment per Eligible Household shall be Five-Hundred Dollars (\$500.00). Eligibility for this \$500.00 does not require any additional action by the Eligible Households beyond those actions set forth in this paragraph. Recipient shall distribute the funds until such time as all Eligible Households have been offered a voucher and processed, or the funds are exhausted, whichever is first; payments made from the Relocation Assistance Fund shall not exceed the \$35,000 set aside in this fund. Recipient may require a release of claims from each Eligible Household receiving relocation assistance pursuant to this Paragraph. A sample release is attached at Exhibit C. Recipient shall maintain an accounting of the payment of funds issued pursuant to this Paragraph to be provided to the Department pursuant to Paragraph 31. Finally, Relocation Assistance funds may also be used to pay for pre-paid postage for Eligible Households as set forth in Paragraph 20.
19. **Amend Administrative Plan.** Within two (2) months of the effective date of this Agreement, Recipient shall amend its Administrative Plan to remove the residency preference and reflect the issuance of vouchers based on the date and the time of the application.
20. **Purge HCV waiting list.** In furtherance and anticipation of the execution of this Agreement, Recipient undertook efforts to purge its HCV waiting list. Recipient shall undertake the following additional outreach efforts to serve applicants on the waiting list.
  - a. **Outreach to Eligible Households.** Eligible Households shall receive distinct notifications regarding the purging of the HCV Waiting List and participation in the Recipient's HCV program.

- i. **Eligible Households with Mail Returned Undeliverable.** For all Eligible Household notices returned to Recipient as undeliverable, Recipient shall issue a second notice, as described in Subparagraph IV, to any forwarding address received. If no forwarding address is received, Recipient shall issue a second notice, as described in Subparagraph IV, to a secondary address for the household. Department will undertake the effort of locating a secondary address for these Eligible Households and providing the same to Recipient, if possible. If a response is not received via telephone, postal mail or electronic mail by the specified reply date, Recipient shall also attempt to contact the applicant by telephone, and for any working phone number, placing no less than three (3) telephone calls, as necessary, to the heads of households for each Eligible Household. These telephone calls should occur over at least a one week timespan and, where possible, a voicemail message should be left at the number used.
- ii. **Eligible Households with Mail Not Returned Undeliverable, but no response.** For all Eligible Households for which Recipient has not received a response, but that initial notification was not returned to Recipient as undeliverable, Recipient shall issue a second notice as described in Subparagraph IV below. If a response is not received via telephone, postal mail or electronic mail by the specified reply date, Recipient shall attempt to contact the applicant by telephone, and for any working phone number, placing no less than three (3) telephone calls, as necessary, to the heads of households for each Eligible Household. These telephone calls should occur over at least a one week timespan and, where possible, a voicemail message should be left at the number used.
- iii. **Households that submitted eligibility paperwork and are scheduled to attend a briefing session.** Recipient shall issue an additional notice as described in Subparagraph IV below. At a minimum, a third opportunity to attend a Recipient briefing session shall be afforded this group of Eligible Households.
- iv. **Content of Second Notification.** Recipient's second notification shall notify Eligible Households of the termination of MMHA's residency preference, that they may be eligible for a voucher in the near future, and that if they receive a voucher they may be eligible for limited-financial help to pay their moving expenses. The notice shall further indicate that Eligible Households should contact Recipient if the household may be unable to attend the briefing session due to a scheduling conflict, lack of transportation, lack of child care, and/or the need for a reasonable accommodation. The content of the notification letter to the Eligible Households has been agreed to and appears in Exhibit A of this Agreement. Recipient shall provide pre-paid postage for written replies; to be paid out of the Relocation Assistance funds

referenced in Paragraph 18, and Recipient shall also accept replies via electronic mail and by telephone.

- v. **Notification Log.** Recipient shall document all written and verbal attempts at notifying applicants using the Notification Log attached as Exhibit B; and Recipient will make the Notification Log available to HUD upon request.
  - vi. **Responding to obstacles and use of Relocation Assistance fund for Briefing Session assistance.** If an Eligible Household contacts Recipient in response to the second notification described in Subparagraph IV, above, and indicates the household faces obstacles to participation in a briefing session, the Recipient shall make reasonable efforts to further the qualified Eligible Household's participation in the HCV program. Options Recipient may consider to enhance the Eligible Household's participation in Recipient's HCV program include, but are not limited to: scheduling an Eligible Household for a future briefing session; offering the applicant the possibility of a one-on-one briefing session, including by video conferencing, where applicable and; any other reasonable accommodations offered to applicants.
- b. **Removing Applicants from the Wait List as a Result of the Purge.** Recipient shall remove from the waiting list:
- i. any households who replied in writing that they are no longer interested in the HCV program;
  - ii. any Non-Eligible households that did not reply during the specified timeframe and for whom the subsequent attempt to contact via phone was unsuccessful;
  - iii. any Non-Eligible household for which the initial notification letter was returned as undeliverable by the U.S. Postal Service;
  - iv. any Eligible Household that Recipient learned is currently utilizing a HCV in another county;
  - v. any Eligible Household for which the second notification letter was returned as undeliverable and subsequent attempts to reissue notification to a different mailing address were unsuccessful;
  - vi. any Eligible Household for which the notification letter was not returned undeliverable, but the applicant did not respond within the specified time frame and subsequent attempts to contact via telephone were unsuccessful; and;



- vii. any Eligible Household who failed to attend any of the three briefing sessions for which the household was scheduled to attend.
  - c. **Reinstatement.** Any applicant purged from the waiting list pursuant to this Agreement may be reinstated if the applicant contacts Recipient prior to their official notification date. The notification date is the date that the applicant would have been offered a voucher had the applicant not been purged. Recipient shall place reinstated applicants back on the waiting list in the order of their original application date/time.
21. **Issuing Vouchers Using the Date and Time of Application.** Recipient shall immediately, if not done already, issue vouchers based on the date and time of the application.
- a. **Relocation Assistance payments.** In issuing vouchers, Recipient shall issue Relocation Assistance payments pursuant to Paragraph 18 of this Agreement.
  - b. **Eligibility Notification.** While issuing vouchers, Recipient shall notify applicants of the pending availability of a voucher if the applicant remains eligible via first class mail to the address on record with Recipient.
  - c. **Eligibility Determination.** Recipient shall afford applicants two eligibility determination opportunities. If an applicant is unable to demonstrate eligibility for the HCV Program, Recipient shall remove the applicant from the HCV Waiting List.
  - d. **Briefing Session Materials.** In addition to the information currently supplied to households in Recipient's Briefing Packets, Recipient shall inform non-resident applicants about living in Medina County and the County's amenities. This should include information about the location and quality of public schools, recreational and medical facilities, employers, and other relevant information.
22. **Language Access Plan.**
- a. Within five (5) months of the effective date of this Agreement, Recipient shall complete a Four Factor Analysis as described in the "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." 72 FR 2732 (January 22, 2007). The analysis shall include a determination of the following:
    - i. The number or proportion of Limited English Proficient ("LEP") persons eligible to be served or likely to be encountered by the program as supported by census data or other relevant data;
    - ii. The frequency with which LEP persons come into contact with the program;
    - iii. The nature and importance of the program, activity or service; and,

- iv. The resources available to execute the program and the costs.
- b. Within six (6) months of the effective date of this Agreement, Recipient shall develop a written Language Assistance Plan and submit it to HUD. The Language Assistance Plan shall include:
  - i. Procedures the Recipient will use to identify LEP persons with whom they have contact, the size of LEP populations, and the languages of the LEP populations;
  - ii. Points and types of contact the Recipient may have with LEP persons;
  - iii. Ways in which language assistance will be provided;
  - iv. Plan for outreaching to the LEP community(ies);
  - v. Plan for training staff members on the LEP Guidance and the Language Assistance Plan;
  - vi. List of vital document(s) to be translated and the language(s) into which the documents will be translated;
  - vii. Plan for translating informational materials that detail services and activities provided to beneficiaries;
  - viii. Plan for providing appropriately translated notices to LEP persons;
  - ix. Plan for providing interpreters for large, medium, small, and one-on-one meetings;
  - x. Plan for developing community resources, partnerships, and other relationships to help with the provision of language services; and,
  - xi. Provisions for monitoring and updating the Language Assistance Plan.

## 23. Training

- a. **Fair Housing Training for MMHA Board and Staff.** Within six (6) months of the effective date of this Agreement, Recipient shall provide educational training for its staff and Board of Commissioners, which shall address the requirements of the Federal Fair Housing Act, including the duty to affirmatively further fair housing, MMHA's Language Assistance Plan, Title VI, applicable state and local fair housing laws, Recipient's policy of non-discrimination in housing and the policies, operations, methods and procedures governing the MMHA Housing Choice Voucher program. The portion of the training dedicated to MMHA's Housing Choice Voucher program shall not exceed 33% of this training. This

educational training(s) shall be, or exceed, three hours in length. The trainer shall be chosen by Recipient and approved by HUD, and said approval shall not be unreasonably withheld. After attending this training, Recipient will train the Board of Commissioners on the identified subjects. Recipient shall provide HUD with documentary evidence of staff attendance at such training(s) and documentary evidence the Board of Commissioners were trained within fifteen (15) business days after completion. Recipient shall provide newly hired employees and appointed board members with a similar training(s) within (6) months of becoming employed with Recipient, however, such subsequent training may be conducted internally by a qualified member of Recipient's staff. An example of a member of Recipient's staff that is deemed to be qualified is the Deputy Director of MMHA.

- b. **OHAC Training.** Recipient and FHEO shall develop a training for the Ohio Housing Authorities Conference ("OHAC") on the topic of residency preferences and potential for a disparate impact based on race, color and national origin.

**24. Opening and Closing of HCV Waiting List.**

- a. Prior to any future opening of the HCV program waiting list to new applicants, Recipient shall amend its Administrative Plan pursuant to Paragraph 19 of this Agreement. Recipient shall issue vouchers solely in order of application date/time.
- b. Recipient shall notify HUD thirty (30) days in advance of opening the waiting list.
- c. Recipient shall affirmatively market its Housing Choice Voucher program to non-resident minority persons at such time as the waiting list is opened. Recipient shall assess their marketing plan and document this assessment. This may take the form of a written log of its affirmative marketing efforts that includes, at a minimum, the date of the action, a description of the action, the names of the MMHA staff or other person(s) involved in the action, any tangible impact the action resulted in, and a description of the materials or message disseminated in the marketing activity. Such a record of MMHA's marketing efforts shall be retained for no less than five calendar years.
- d. At the time of application for the HCV program, Recipient shall:
  - i. provide individuals with materials regarding fair housing laws and their rights; and,
  - ii. offer to place applicants on the public housing waiting list provided the public housing waiting list is open and the applicant may be eligible as provided for in 24 C.F.R. § 982.205(a)(2)(ii).

- e. Recipient shall place any new applicants on the waiting list behind any applicants remaining on the waiting list at the time of opening.
  - f. Recipient shall provide public notice of the closing of the waiting list in the same manner and in the same publications in which public notice of the opening of the waiting list was provided.
  - g. Upon closing the waiting list, Recipient shall provide HUD with a copy of the full waiting list.
- 25. Recipient shall comply with the federal Fair Housing Act of 1968, 42 U.S.C. § 3601, *et seq.*, as amended, and the Civil Rights Act of 1871, 42 U.S.C. § 1983, including without limitation by not discriminating on the basis of race, color or national origin and by affirmatively furthering fair housing.
  - 26. Recipient shall administer MMHA's Housing Choice Voucher program (or any successor program) in a manner that makes vouchers available on an equal basis without regard to race, color, or national origin, in compliance with Title VI of the Civil Rights Act of 1964 and the Department's implementing regulations set forth in 24 C.F.R. Part 1.
  - 27. Recipient shall not adopt or utilize a residency preference other than as described in the Agreement in its Housing Choice Voucher program, unless such a preference is approved by the Department's Office of Fair Housing and Equal Opportunity.

#### H. MONITORING AND REPORTING

- 28. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may review compliance with this Agreement. As part of such review, the Department may review reports, examine witnesses, and copy pertinent records of Recipient. Recipient agrees to provide their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.
- 29. Within one (1) month of the effective date of this Agreement, Recipient shall notify all staff and its Board of Commissioners of this Agreement.
- 30. Within two (2) months of the effective date of this Agreement, Recipient shall provide written documentation to HUD of its satisfaction of Paragraphs 17, 18, 19 and 20 of this Agreement.
- 31. Recipient shall provide written documentation to HUD of its implementation of Paragraphs 18 and 21 of this Agreement including a list of applicants scheduled for each briefing session, the applicants' race, ethnicity and residency preference status, the applicants' final status, and proof of any Relocation Assistance payments issued

to Eligible Households. Recipient shall provide such documentation on the following occasions:

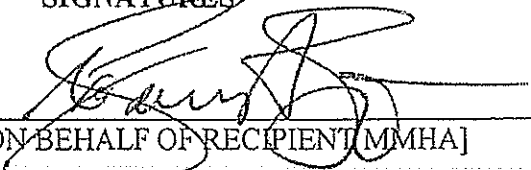
- a. For the first year of the agreement, the Recipient will provide quarterly reports, one ever three months. The first report is due three (3) months after the effective date of this Agreement and will cover briefing sessions held since November 2014; and,
  - b. Bi-annually for the remaining year(s) of the VCA.
    - Notwithstanding the foregoing provisions of this Paragraph 31, Recipient's obligations under this Paragraph shall cease once implementation of Paragraphs 18 and 21 are complete and notice of the implementation has been received by the Department.
32. Within six (6) months of the effective date of this Agreement, Recipient shall provide written documentation to HUD as proscribed in Paragraphs 22 and 23.
33. All required certifications and documentation of compliance must be submitted to:

Carolyn Murphy, Director  
Columbus FHEO Program Center  
200 North High Street  
Columbus, Ohio 43215  
[Carolyn.murphy@hud.gov](mailto:Carolyn.murphy@hud.gov)

**I. CONSEQUENCES OF BREACH**

34. If ever the Department has reasonable cause to believe that Recipient has breached this Agreement, the Department shall notify Recipient of the circumstances of such an alleged breach. If Recipient does not take appropriate action to cure the breach within (30) days, thereafter, 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.
35. Failure to carry out the terms of this Agreement also may result in the extension of the term of this Agreement, the suspension or termination of, or refusal to grant or to continue Federal Financial assistance, or other actions authorized by law, contract and/or regulation.

**J. SIGNATURES**

  
[ON BEHALF OF RECIPIENT MMHA]

29 APRIL 2015  
Date

JAMES A. EXECUTIVE DIRECTOR  
SIFOS

K. APPROVAL ON BEHALF OF THE REGIONAL DIRECTOR'S DESIGNEE  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

  
\_\_\_\_\_  
Carolyn Murphy  
Columbus FHEO Program Center Director

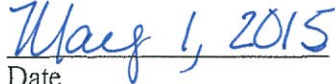
  
\_\_\_\_\_  
Date

Exhibit A

[Medina Metropolitan Housing Authority Letterhead]

[Date]

VIA FIRST CLASS MAIL

[Name]

[Address]

[City/Town, State, Zip]

Dear [Applicant]:

Effective [Insert Date], the Medina Metropolitan Housing Authority no longer uses a local resident preference in the administration of our Section 8 Housing Choice Voucher program. MMHA will now issue vouchers based solely on the date and time of application.

Our records reflect that you are an existing applicant and that you are interested in receiving a Section 8 Housing Choice Voucher to use in Medina County, Ohio. In an effort to effectively administer our program and serve all interested applicants, we are, again, seeking to update the information that is on our current waiting list.

Our records further reflect that you may be eligible for a one-time limited financial assistance for moving expenses, not to exceed \$500, from a fund which Medina Metropolitan Housing Authority has established to serve applicants who experienced longer wait times as a result of the local residency preference. Funds are to be awarded to eligible households upon occupancy of a unit in Medina County and after the signing of a release. Relocation Assistance will be offered until such funds are exhausted.

If you are interested in remaining on the waiting list, please indicate your interest by checking the corresponding box below:

YES \_\_\_\_\_, I am interested in remaining on the waiting list.

NO \_\_\_\_\_, I am NOT interested. And I request my application for a voucher be withdrawn and I be removed from the waiting list for Medina Metropolitan Housing Authority.

If you decide to remain on our waiting list, please report any change to your current residential mailing address and household composition on the attached APPLICANT MODIFICATION FORM.

You must complete and return this letter to this office NO LATER THAN [Thirty Days from the date of the correspondence]. An envelope, postage paid, has been provided to you for this purpose. Please mail your response to:

Medina Metropolitan Housing Authority

Housing Choice Voucher Program Office  
850 Walter Road  
Medina, OH 44256-1515

Alternatively, you may email your response to: INSERT EMAIL ADDRESS

If you do not respond to this letter, we will assume you are no longer interested in Section 8 rental assistance and we will remove you from our Housing Choice Voucher waiting list. Your request for rental assistance will be given no further consideration.

A briefing session notice will be sent to you once a voucher becomes available. If you have a material scheduling conflict with the dates identified in the briefing session notice, please let us know. Additionally, if you require a reasonable accommodation or face an obstacle to your participation in the briefing session, we ask that you let us know.

The Medina Metropolitan Housing Authority is committed to equal housing opportunity. Our Housing Choice Voucher Program does not discriminate on the basis of race, color, religion, sex, handicap, familial status or national origin [reflect any additional protected classes that are codified under state or local laws].

Should you have questions about our Section 8 Housing Choice Voucher program, please contact our office at telephone number 330-725-7531.

Sincerely,  
*Skip Sipos*  
Executive Director



# Exhibit B



Exhibit C

RELEASE

The undersigned, \_\_\_\_\_, for the total sum of Five Hundred and No/100 Dollars (\$500.00), the receipt and sufficiency of which is hereby acknowledged, does forever release and discharge Medina Metropolitan Housing Authority (hereinafter "MMHA"), a public body corporate and politic organized and existing under the laws of the State of Ohio, together with its directors, board of commissioners, trustees, officers, employees, agents, subsidiaries, successors, administrators, insurers, and assigns, from any and all liability, claims, demands, controversies, damages, actions and causes of action, past, present and future, including claims arising under Title VIII or other applicable provisions of the Civil Rights Act of 1964, as they relate to the undersigned's application for participation in the Section 8 Housing Choice Voucher program as administered by MMHA and those issues alleged in U.S. Department of Housing and Urban Development v. Medina Metropolitan Housing Authority, FHEO Case Nos. 05-14-0658-6 and 05-14-R001-6.

It is further understood and agreed that payment and the acceptance of said sum is in full accord and satisfaction of any and all disputed claims maintained by the undersigned.

This Release shall be binding on the undersigned and undersigned's heirs, legatees, successors, administrators, executors and assigns.

The undersigned does hereby declare that he/she fully understands the terms of this Release, that the amount stated herein is the sole consideration of this Release, and the undersigned voluntarily accepts said sum for the purpose of making a full and final compromise, adjustment and settlement of all claims for injuries, losses, and damages.

IN WITNESS WHEREOF, the undersigned sets his/her hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_