

## **SETTLEMENT AGREEMENT**

**Between**

**THE UNITED STATES OF AMERICA,**

**And**

**ST. BERNARD PARISH, LOUISIANA**

### **I. INTRODUCTION**

1. This Settlement Agreement is made and entered into by and between the United States of America, through the United States Department of Justice ("United States"), and St. Bernard Parish, Louisiana ("Parish") (collectively, "the Parties"), through their authorized representatives.

2. This Agreement resolves a lawsuit filed by the United States on December 6, 2018 entitled *United States v. St. Bernard Parish*, No. 2:18-cv-12667 (E.D. La.), to enforce the Fair Housing Act ("FHA"), 42 U.S.C. §§ 3601 – 3631. This action alleges that the Parish violated the FHA and failed to provide a reasonable accommodation to its zoning ordinance by repeatedly refusing to allow two five-person group homes for children with disabilities, located at 3408 Angelique Drive, Violet and 3008 Rosetta Drive, Chalmette, to operate.

3. The Parish denies that it violated the FHIA or any other federal, state, or local law or ordinance in not granting a reasonable accommodation to its zoning ordinance and refusing to allow two five-person group homes for children with disabilities located at 3408 Angelique Drive, Violet, LA and 3008 Rosetta Drive, Chalmette, LA. The parties acknowledge that by entering into this Agreement, the Parish does not admit that it discriminated against Dionna Richardson or Cathy Moore and expressly denies any liability to them. Nothing herein shall be construed in any manner as an admission of guilt, liability, or wrongdoing.

### **II. RECITALS**

4. The Parish is a local governmental subdivision organized under the laws of the State of Louisiana.

5. The Louisiana Department of Health and Hospitals provides community-based residential services to persons under the age of 21 who need psychiatric or psychological services through Therapeutic Group Homes, which they regulate. Louisiana requires that these homes locate in residential communities to facilitate integration of persons with disabilities.

6. In 2015 and 2016, respectively, Ms. Richardson and Ms. Moore began the Louisiana licensing process to operate two separate Therapeutic Group Homes in R-1 Single-Family residential zoning districts in the Parish. They each first sought to house six children between the ages of 13 and 17 with mental and emotional disabilities in their three bedroom homes,

and then sought to house five children. Ms. Richardson's home is located at 3408 Angelique Drive, Violet and Ms. Moore's home is located at 3008 Rosetta Drive, Chalmette. The United States alleges that Ms. Richardson and Ms. Moore completed all of Louisiana's licensing requirements to operate group homes for five children with disabilities and would have been able to open their homes but for the Parish's actions as alleged below.

7. On April 12, 2016, the Parish issued cease and desist orders, which prevented Ms. Richardson and Ms. Moore from opening their homes. After Ms. Richardson and Ms. Moore informed the Parish that they intended to open group homes, the Parish informed them that group homes were not permitted in R-1 Single-Family zoning districts. Ms. Richardson and Ms. Moore subsequently applied to rezone their properties to the R-2 Two-Family zoning district and for conditional use permits.

8. On June 21, 2016, the Parish changed its Zoning Ordinance to define group homes and regulate their permitted land uses in residential zoning districts. As amended, the Zoning Ordinance defined "group home" as "[a] group care facility in a residential dwelling, licensed by the state, for twenty-four-hour medical or non-medical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living, or for the protection of the individual." St. Bernard Parish, La., Code of Ordinances 22-2-4 (Jun. 21, 2016). The revised Zoning Ordinance permitted small group homes as a matter of right in R-3 Multi-Family zoning districts, permitted group homes as conditional use in R-2 Two-Family zoning districts, and prohibited group homes in R-1 Single-Family zoning districts. St. Bernard Parish, La., Code of Ordinances 22-5-4 (Jun. 21, 2016).

9. The Parish held five hearings on Ms. Richardson's and Ms. Moore's zoning change applications. On July 26, 2016, prior to the second hearing, the Parish's Department of Community Development submitted Zoning Change Reports to the Planning Commission on the applications, concluding that the homes would not have a significant impact on their neighborhoods, would not generate additional traffic, and would not negatively impact public health, safety, and welfare; however, the zoning changes would be considered spot zones and would be inconsistent with the Land/Density description in the Parish's Comprehensive Plan. Members of the public spoke for and against the group homes at these hearings. On September 20, 2016, the Parish denied the zoning change applications.

10. On October 6, 2016, Ms. Richardson and Ms. Moore each requested a reasonable accommodation to operate their group homes. The Parish had no reasonable accommodation ordinance or other policy in place at that time. After requesting information from the United States Department of Housing and Urban Development, on November 2, 2016, the Parish adopted a reasonable accommodation ordinance. Ms. Richardson and Ms. Moore renewed their request for a reasonable accommodation on November 28, 2016. On December 2, 2016, the Parish's Director of the Department of Community Development denied the reasonable accommodation requests.

11. On December 9, 2016, Ms. Richardson and Ms. Moore appealed the denial of their reasonable accommodation requests to the Parish's Board of Zoning Adjustments. On February 2, 2017, the Board denied the appeals.

12. On June 9, 2017, Ms. Richardson and Ms. Moore timely filed a complaint with the Department of Housing and Urban Development, pursuant to 42 U.S.C. § 3610(a), alleging that, through its actions, the Parish discriminated on the basis of disability in violation of the FHA. On February 21, 2018, HUD referred the complaint to the United States Department of Justice, pursuant to 42 U.S.C. § 3610(g)(2)(C).

13. On September 29, 2017, Ms. Richardson and Ms. Moore sent correspondence to the Parish notifying the Parish that they intended to open their homes with four persons during the pendency of the lawsuit, the number of unrelated people permitted to live together as a family under the Parish Zoning Ordinance. On April 23, 2018 and May 2, 2018, respectively, Ms. Richardson and Ms. Moore obtained licenses from the State of Louisiana to operate their group homes for four children with disabilities. On May 23, 2018, the Parish denied Ms. Richardson and Ms. Moore the approvals it said were necessary, including occupational licenses to operate their group homes at their properties, which are located in Single-Family residential districts. The Parish has not taken any action since October 25, 2018, to prevent the small group homes from opening.

### **III. STATEMENT OF CONSIDERATION**

14. The United States and the Parish have agreed that this action should be resolved without further proceedings. Accordingly, in consideration of, and consistent with, the terms and conditions of this Agreement described below, the United States and the Parish agree to move jointly for dismissal of the United States' action upon payment of monetary damages to aggrieved persons pursuant to paragraph 36 and the payment of civil penalties pursuant to paragraph 38. The Parties agree and acknowledge that this consideration is adequate and sufficient.

### **IV. TERMS AND CONDITIONS**

#### **A. Prohibition Against Discrimination And Retaliation Under the FHA**

15. Defendant, its officers, employees, agents, successors and assigns, and all other persons or entities in active concert or participation with them shall not:

- a. Discriminate in the sale or rental, or otherwise make unavailable or deny, a dwelling to any buyer or renter because of disability;
- b. Discriminate against any person in the terms, conditions or privileges of renting a dwelling unit, or in the provision of services or facilities in connection therewith, because of disability;
- c. Make, print, publish, or cause to be made any notice, statement or advertisement with respect to the rental of a dwelling that states any preference, limitation, or discrimination based on disability;

d. Coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided and encouraged any other person in the exercise or enjoyment of, any right granted by the FHA; or

e. Retaliate against, or coerce in any way, any person who exercises his or her rights under this Agreement.

**B. Permission to Use 3408 Angelique Drive, Violet and 3008 Rosetta Drive, Chalmette, as Therapeutic Group Homes**

16. On October 25, 2018, the Parish informed Ms. Richardson and Ms. Moore that they were permitted to operate therapeutic group homes with five or fewer children at 3408 Angelique Drive, Violet and 3008 Rosetta Drive, Chalmette, respectively, as approved and regulated by the State of Louisiana, subject to their receipt of Certificates of Occupancy, Zoning Compliance Letters, and occupational licenses. As of December 7, 2018, and May 8, 2019, the Parish provided written confirmation to Ms. Moore and Ms. Richardson, respectively, that the Parish had issued Certificates of Occupancy, Zoning Compliance Letters, and occupational licenses to each. The Parish will take no action to evict any resident or close these homes based on zoning or land use laws, rules, policies or practices, provided that Ms. Moore and Ms. Richardson maintain their licenses and good standing with the Louisiana Department of Health and Hospitals.

**C. Zoning Amendments and Modifications**

17. On June 4, 2019, the Parish amended its Zoning Ordinance, included here as Attachment A, to provide for the operation of small group homes in all residential districts, including R-1 single family districts, in accordance with applicable law. The Parish shall not materially change this provision of its Zoning Ordinance during the term of this Agreement.

18. During the term of this Agreement, the Parish shall provide counsel for the United States with a copy of any proposed change to the Parish's zoning or land-use laws, regulations, policies, or procedures that affect residential zoning districts or any use allowed by right or as conditional use therein at least 30 days prior to the adoption of the proposed change by the Parish.

**D. Application of Rules and Regulations Related to Land Use**

19. Defendant shall not discriminate in the application of its policies, rules, or regulations, in violation of the FHA.

20. If a group home is a permitted use in a zoning district pursuant to Attachment A, the Parish shall grant any approvals required by the State of Louisiana related to the siting or location of a group home in that zoning district. If a group home is a conditional use in a zoning district pursuant to Attachment A, the Parish shall grant any approvals required by the State of Louisiana related to the siting or location of a group home in that zoning district if the group home



meets the requirements for a conditional use. If the group home is permitted as of right or as a conditional use, the Parish shall not deny a Certificate of Zoning Compliance because of the site or location of the group home.

21. If the Parish denies a group home a Certificate of Zoning Compliance, a Certificate of Occupancy, an Occupational License, or any other permission or approval needed to operate a group home, the Parish shall provide to the applicant, in writing, the reasons for the denial.

#### **E. Reasonable Accommodations and Modifications**

22. On June 4, 2019, the Parish amended its Reasonable Accommodation policy, included here as Attachment B, amending the process for requesting and responding to requests for reasonable accommodations to its rules, policies, and practices. The Parish shall process requests for reasonable accommodations in accordance with the policy. The Parish shall not materially change its Reasonable Accommodation policy during the term of this Agreement.

23. Within 10 days of the effective date of this Agreement and throughout the term of this Agreement, the Parish shall post and publicly display the Reasonable Accommodation policy described in paragraph 22 on its website; at all counters where application is made for a permit, license or other authorization for the siting, funding, development or use of housing; and at the offices of the Parish in which legal notices, announcements, or vacancies are posted.

24. For the duration of this Agreement, the Parish shall keep written records of each request for a reasonable accommodation it receives. These records shall include: (A) the name, address, and telephone number of the person making the request, if available; (B) the street address of the subject property or proposed housing; (C) the date on which the request was received; (D) any information provided to the Parish, oral or written, regarding the request; (E) the status of the request, including whether the request was granted or denied and any decision on appeal; and (F) complete copies of any minutes or video or audio recordings from all meetings or hearing discussing the zoning request or application.

25. Nothing in this Agreement shall be interpreted to require persons with disabilities or providers of housing for persons with disabilities acting or operating in accordance with applicable zoning, licensing, and/or land use laws and practices, to seek permission from the Parish to begin or continue such action or operation.

#### **F. Compliance Officer**

26. No later than 30 days after the effective date of this Agreement, the Parish shall designate an employee or official of the Parish as the Compliance Officer. The Compliance Officer shall have the responsibility to receive complaints against the Parish of alleged housing discrimination involving housing for persons with disabilities, and to coordinate the Parish's compliance with this Agreement. The designated person shall maintain copies of the Agreement, the web link to the HUD complaint form

(<https://portalapps.hud.gov/FHEO903/Form903/Form903Start.action>) and the contact information for HUD, and make these materials freely available to anyone upon request and without charge, including all persons making housing discrimination complaints to the Parish. The Parish shall notify the United States in writing of the name, address, telephone number, and title of the designated person no later than 30 days after the effective date of this Agreement. Should the designation of the Compliance Officer change during the term of this Agreement, the Parish shall, within 10 days of such change, notify the United States in writing of the name of the new Compliance Officer and his or her contact information.

#### **G. FHA and Reasonable Accommodation Training**

27. Within 90 days of the effective date of this Agreement, and at least annually thereafter during the duration of this Agreement, the Parish shall provide training(s) on the requirements of the FHA and this Agreement, with a particular focus on the FHA's prohibition of disability discrimination in zoning and land use and the standards for granting reasonable accommodations under the FHA, including the implementation of the Reasonable Accommodation policy described in paragraph 22. The training(s) will be provided to (1) all Parish officers, elected and appointed officials, or employees who, based on their job descriptions or in practice, have duties related to the planning, zoning, permitting, construction, or occupancy of residential housing, and (2) all Parish officers, elected and appointed officials, and employees who, based on their job descriptions or in practice, have duties related to receiving or reviewing reasonable accommodation requests or their appeals, or for otherwise implementing the policy described in paragraph 22. These trainings shall include those individuals in the Parish's Department of Community Development, the Planning Commission, Council, and the Board of Zoning Adjustments. The training(s) will be conducted by a qualified third party or parties who shall not be affiliated with the Parish or its officers, elected or appointed officials, employees, agents or counsel. The trainer and his or her training materials are subject to the approval of the United States.

28. As part of the training(s), the Parish shall provide a copy of this Agreement, the Reasonable Accommodation policy, and the FHA to each person trained.

29. No later than 60 days before each training, the Parish will submit to counsel for the United States the name(s) of the person(s) or organization(s) proposed to provide the training, together with copies of the professional qualifications of such person(s) or organizations and copies of all materials to be used in the training.

30. The Parish will pay for any and all expenses associated with the training(s).

31. The training(s) will be video recorded and the Parish will maintain copies of the written materials provided for each training. Each newly-elected, appointed, or hired individual covered by this subsection will first receive training within 30 days after the date he or she enters office or commences service or employment, either 1) by attending the next regularly scheduled annual live training if it occurs within the 30-day period, or 2) by viewing the video recording of the most recent live training and receiving copies of any written material provided for that training.

32. The Parish will require each trainee to execute a Certification of Training, in the form of as Attachment C, confirming his or her attendance and the date of the training. All trainees will complete the certifications at the conclusion of each training session.

#### **H. Reporting and Record Keeping**

33. Within 100 days after the effective date of this Agreement, the Parish will submit all executed copies of the Certification of Training (Attachment C) described in paragraph 32, and a list, including the job title or job description, of all Parish officers, officials, or employees who are subject to the training requirements described in paragraph 27.

34. The Parish will prepare compliance reports twice annually for the duration of this Agreement detailing all actions it has taken to fulfill its obligations under this Agreement. The Parish will submit its first report to the United States within six (6) months after the effective date of this Agreement, and subsequent reports every six (6) months thereafter for the duration of this Agreement, except that the final report shall be delivered to the United States not less than sixty (60) days prior to the expiration of this Agreement. The Parish shall include in the compliance reports, at a minimum, the following information:

- a. The name, address, telephone number, and title of the employee or official serving as the Compliance Officer, described in paragraph 26;
- b. A summary of each zoning or land-use request or application related to housing for persons with disabilities which has been made or on which the Parish has taken any action since the last compliance report, including rezoning requests and applications for reasonable accommodations, indicating: (i) the name, address, and telephone number of the person making the request, if available; (ii) the street address of the subject property or proposed housing; (iii) the date on which the request was received; (iv) any information provided to the Parish, oral or written, regarding the request; (v) the status of the request, including whether the request was granted or denied and any decision on appeal; (vi) the reasons for the Parish's actions on each request, including a summary of the facts upon which the Parish relied; and (vii) if the request has not been granted, the reason(s);
- c. Copies of any Certifications of Training (Attachment C) described in paragraph 32, that were not provided in a previous compliance report;
- d. A list, including the date of hire or appointment and job title or job description, of any Parish officers, officials, or employees who are subject to the training requirements described in paragraph 27 and who were hired, appointed, elected, or otherwise became associated with the Parish since the last compliance report;
- e. A list of any complaints since the last compliance report, oral or written, against the Parish of alleged housing discrimination involving housing for persons with disabilities, including a description of any action taken in response to the complaint, and copies of all documents related to the complaint;

- f. Copies of written materials provided in connection with all trainings referenced in this Agreement since the last compliance report;
- g. Copies of video recordings of all trainings referenced in this Agreement since the last compliance report;
- h. Copies of any materials that have been previously submitted to counsel for the United States under this Agreement if such materials have been substantially altered or amended since they were last submitted to counsel for the United States; and
- i. Copies of any changes to the Parish's zoning or land-use laws, regulations, policies or procedures that relate to or otherwise affect people with disabilities that were enacted after the preceding compliance report was issued.

35. For the duration of this Agreement, the Parish shall retain all records, including electronic records in their native format, relating to any provision of this Agreement.

#### **I. Compensation of Aggrieved Persons**

36. No later than 30 days from executing a written settlement agreement with Ms. Richardson and Ms. Moore, the Parish will pay \$ 975,000 in total monetary damages to Ms. Richardson and Ms. Moore and fees to their counsel of record. The payments will be made pursuant to instructions to be provided by Ms. Richardson and Ms. Moore's counsel of record.

37. Ms. Richardson and Ms. Moore will each execute a signed release pursuant to instructions agreed upon between Ms. Richardson and Ms. Moore's counsel of record and counsel for the Parish.

#### **J. Civil Penalty**

38. Within 10 days of the effective date of this Agreement, the Parish will pay \$ 60,000 to the United States Treasury as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. The payment will be in the form of an electronic fund transfer pursuant to written instructions to be provided by the United States.

39. In the event that the Parish, its agents, or its employees engage in any future violation(s) of the FHA, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

### **V. IMPLEMENTATION, ENFORCEMENT AND DISMISSAL OF UNDERLYING ACTION**

40. The United States may review compliance with this Agreement at any time. The Parish agrees to cooperate with the United States in any review of compliance with this

Agreement. Upon reasonable notice, the Parish will permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

41. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating court action. If the United States believes that the Parish has failed to perform in a timely manner any act required by this Agreement, or has otherwise not acted in conformance with any provision thereof, whether intentionally or not, the United States will notify the Parish in writing of its concerns. The Parish will have 15 days from the date of notification to cure the breach.

42. If the Parties are unable to reach a resolution within 15 days, the United States may seek appropriate relief from the Court prior to dismissal of the United States' action or, if the action has been dismissed pursuant to paragraph 45, move the Court to restore the present action to the Court's active docket for purposes of resolving any such alleged breach. The Parish consents to and agrees not to contest the United States' motion to restore the present action to the Court's active docket. Alternatively, the United States may file a separate action for breach of this Agreement, or any provision thereof, in the United States District Court for the Eastern District of Louisiana. In any action filed under this paragraph, the Parish agrees not to contest the exercise of personal jurisdiction over the Parish by this Court and not to raise any challenge on the basis of venue.

43. In any action or proceeding brought by United States to enforce this Agreement, the United States may seek, and the Court may grant as relief, the following: 1) an order mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate; 2) an award of reasonable attorneys' fees and costs incurred in bringing an action or proceeding to remedy breach of this Agreement; and 3) any additional relief that may be authorized by law or equity. In any such action or proceeding, the Parish agrees not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

44. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

45. After the payments in paragraphs 36 and 38 have been made, the parties shall jointly move the Court for dismissal with prejudice of the underlying civil action, subject to its reinstatement as set forth in paragraph 42.

## **VI. TERMINATION OF LITIGATION HOLD**

46. The Parties agree that, as of the effective date of this Agreement, litigation is not "reasonably foreseeable" concerning the matters described in this Agreement. To the extent that

any Party has previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, that Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations under this Agreement, including the Parish's obligation to preserve documents under paragraph 35.

## **VII. DURATION, EXECUTION AND OTHER TERMS**

47. This Agreement is effective on the date of the signature of the last signatory to the Agreement. The Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

48. The duration of this Agreement shall be for five years from the effective date.

49. The Parish may seek to terminate this Agreement if it demonstrates to the United States that it has reached "durable compliance" with this Agreement as defined below. "Durable compliance" means "full, effective, and lasting compliance" with this Agreement. To achieve full, effective, and lasting compliance, the Parish must demonstrate that it has (a) complied with the Fair Housing Act's prohibitions against discrimination and retaliation as required in section IV(A); (b) allowed Ms. Moore and Ms. Richardson's therapeutic group homes to operate as required in section IV(B); (c) provided counsel for the United States with a copy of any proposed change to the Parish's zoning or land-use laws, regulations, policies, or procedures as required in section IV(C); (d) provided appropriate approvals to group homes as required in section IV(D); (e) maintained its Reasonable Accommodation policy, displayed its Reasonable Accommodation policy, and maintained records related to its Reasonable Accommodation policy as required in section IV(E); (f) designated a Compliance Officer as required in section IV(F); (g) trained relevant personnel as required in section IV(G); (h) reported to the United States as required in section IV(H); and (i) paid all funds to the aggrieved persons and to the United States as required in sections IV(I) and IV(J). Full, effective and lasting compliance must be continuously maintained for all of the requirements referenced herein for at least two years prior to termination of the Agreement.

50. The Parish may seek to terminate a part of the Agreement if (a) it demonstrates that it has reached full, effective, and lasting compliance for at least one year with a part of the Agreement; and (b) that part of the Agreement is sufficiently severable from the other requirements of the Agreement. In determining whether there is full, effective, and lasting compliance with a part of the Agreement, all the requirements of the Agreement may be assessed collectively to determine whether the intended outcome of the part has been achieved.

51. Except as stated in paragraph 43, each Party shall bear its own legal or other costs incurred in connection with this matter, including the preparation, negotiation and performance of this Agreement.

52. This Agreement constitutes the complete agreement among the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.

53. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. The Parties agree that each Party and its representatives have acted consistent with the duty of good faith and fair dealing.

54. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

55. This Agreement is binding on the Parties and their transferees, successors, heirs and assigns.

56. This Agreement is governed by and shall be interpreted under the laws of the United States. For purposes of construing or interpreting this Agreement, it shall be deemed to have been drafted by all Parties and shall not be construed or interpreted against any Party for that reason in any subsequent dispute.

57. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another party, the performance of one Party's duties or obligations under this Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another Party.

58. This Agreement is a public document. The Parties agree and consent to the United States' disclosure of this Agreement and information concerning this Agreement to the public.

59. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The Parties agree that they will not, individually or in combination with another party or a third party, seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.

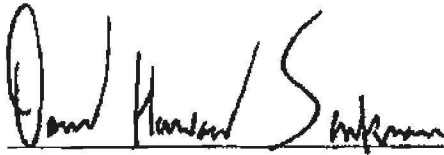
60. The Parties agree that they will defend this Agreement against any challenge by any third party. In the event that this Agreement or any of its terms are challenged by a third party in a court other than the United States District Court for the Eastern District of Louisiana, the parties agree that they will seek removal and/or transfer to the Eastern District of Louisiana.

61. This Agreement may be modified only with the written consent of the Parties. Any modification must be in writing and signed by the Parties through their authorized representatives.

**For Plaintiff United States of America:**

Dated: June 20, 2019

PETER G. STRASSER  
United States Attorney  
Eastern District of Louisiana



DAVID HOWARD SINKMAN  
Assistant United States Attorney  
United States Attorney's Office  
Eastern District of Louisiana  
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Tel: (202) 353-1339  
Email: Katie.Towt@usdoj.gov



**For Defendant St. Bernard Parish, Louisiana:**

Dated: June 18, 2019

A handwritten signature in blue ink, appearing to read 'Guy McInnis', is written over a horizontal line.

Guy McInnis, Parish President  
St. Bernard Parish, Louisiana  
Defendant

*Counsel for the Defendant:*

JAMES GARNER  
DEBRA J. FISCHMAN  
DAVID A. FREEDMAN  
SHER GARNER CAHILL RICHTER KLEIN & HILBERT, L.L.C.  
909 Poydras Street – Suite 2800  
New Orleans, LA 70112  
Telephone: (504) 299-2100  
Email: jgarner@shergarner.com



**Attachment A**

# *St. Bernard Parish Council*

8201 West Judge Perez Drive    Chalmette, Louisiana, 70043  
(504) 278-4228    Fax (504) 278-4209  
[www.sbpq.net](http://www.sbpq.net)

**#19**

**Kerri Callais**  
*Councilmember  
at Large*

**Richard "Richie" Lewis**  
*Councilmember  
at Large*

**Gillis McCloskey**  
*Councilmember  
District A*

**Nathan Gorbaty**  
*Councilmember  
District B*

**Howard Luna**  
*Councilmember  
District C*

**Wanda Alcon**  
*Councilmember  
District D*

**Manuel "Monty"  
Montelongo III**  
*Councilmember  
District E*

**Roxanne Adams**  
*Clerk of Council*

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, JUNE 4, 2019 AT SEVEN O'CLOCK P.M.

On motion of Mr. McCloskey, seconded by Mrs. Alcon, it was moved to adopt the following ordinance:

## **ORDINANCE SBPC #2173-06-19**

### **Summary No. 3722**

Introduced by: Council on 5/21/19

Public Hearing held on 6/4/19

AN ORDINANCE TO AMEND CHAPTER 22, ZONING; SECTION 22-5, RESIDENTIAL ZONING DISTRICTS, SECTION 22-6, COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS AND SECTION 22-7, SITE DEVELOPMENT STANDARDS OF THE ST. BERNARD PARISH CODE OF ORDINANCES.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

**SECTION 1.** The Parish Council hereby amends Chapter 22 Zoning; Section 22-5 Residential Zoning Districts, Section 22-6 Commercial and Industrial Zoning Districts and Section 22-7 Site Development Standards as attached in Exhibit "A".

**SECTION 2.** Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

**SECTION 3.** Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.



# St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043  
(504) 278-4228 Fax (504) 278-4209  
[www.sbp.org](http://www.sbp.org)

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June 4, 2019

**Kerri Callais**  
Councilmember  
at Large

**Richard "Richie" Lewis**  
Councilmember  
at Large

**Gillis McCloskey**  
Councilmember  
District A

**Nathan Gorbaty**  
Councilmember  
District B

**Howard Luna**  
Councilmember  
District C

**Wanda Alcon**  
Councilmember  
District D

**Manuel "Monty" Montelongo III**  
Councilmember  
District E

**Roxanne Adams**  
Clerk of Council

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

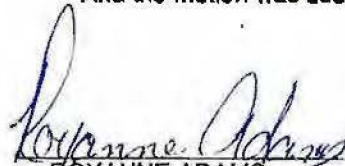
YEAS: McCloskey, Luna, Alcon, Montelongo

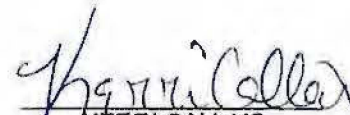
NAYS: None

ABSENT: Gorbaty, Lewis

The Council Vice-Chair, Ms. Callais, cast her vote as YEA.

And the motion was declared adopted on the 4<sup>th</sup> day of June, 2019.

  
ROXANNE ADAMS  
CLERK OF COUNCIL

  
KERRI CALLAIS  
COUNCIL VICE CHAIR

Delivered to the Parish President

6/6/19 2:00pm  
Date and Time

Received by

Margen Campo

Approved ✓

Vetoed \_\_\_\_\_

Parish President

  
Guy McInnis

Returned to Clerk of the Council

6/7/19 3:47pm  
Date and Time

Received by

Gulja Mel

**Exhibit A**  
**Summary No. 3722**  
**Ordinance SBPC #2173-06-19**

**Ch. 22 – Zoning**

**Section 22-5 – Residential Zoning Districts**

**Section 22-6 – Commercial and Industrial Zoning Districts**

**Section 22-7 – Site Development Standards**

**Sec. 22-5. - Residential zoning districts.**

22-5-4. *Permitted uses in residential districts.* The following table identifies those uses that are permitted as of right and those permitted by conditional use permit in agricultural and residential zoning districts:

USE	R-1	R-2	R-3	R-1(M)	R-4
Single-family dwellings	P	P	P	P	
Two-family (two units)		P	P		
Multi-family (more than three units) (1)			P		
Single-family mobile home dwellings				P	
Mobile home trailer parks					P
Short-term rentals (STR)		P(8)	P(8)	P(8)	P(8)
Boarding houses and lodging house			P		
Convalescent and nursing homes			P		
Apartment hotel			P		
Home occupation	P	P	P	P	
Parks and playgrounds (4)	P	P	P	P	P
Police and fire stations	P	P	P	P	P
Libraries and museums	CU	CU	CU	CU	CU



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Cemeteries, crematories, and mausoleums	CU	CU	CU	CU	CU
Outdoor commercial recreation (2)	CU	CU	CU	CU	CU
Bed and breakfast (for not more than ten (10) guests)		CU			
Kindergartens and nursery schools	CU	CU	CU	CU	CU
Child care centers (3)	CU	CU	CU	CU	CU
Community centers	CU	CU	CU	CU	CU
Churches, temples, Sunday schools, parish house	P	P	P	P	P
Public and private schools, academic institutions	CU	CU	CU	CU	CU
Gardens, community or private (4)	P	P	P	P	P
Day care home, adult or child (5)	P	P	P	P	P
Day care center, adult or child - small (6)			P		
Day care center, adult or child - large (6)			P		
Group home, small (7)	P	P	P	P	P
Group home, large (7)			P	P	P
Group home, congregate (7)			P	P	P

P = Permitted Use and CU = Conditional Use

22-5-4.1. *Notes to permitted uses in residential districts.*

(7) Group home:

- (a) Group homes shall be licensed by the State of Louisiana.
- (b) Group homes are subject to all local and federal regulations and the regulations of the Louisiana Administrative Code.

**Exhibit A**  
**Summary No. 3722**  
**Ordinance SBPC #2173-06-19**

- (c) A group home shall encompass the entire structure.
- (d) Group Homes shall retain a residential character and shall not alter the character of the neighborhood.
- (e) There are no Parish zoning requirements for Group Homes other than those in Chapter 22 of the Zoning Ordinance for the Parish of St. Bernard.

**Sec. 22-6. - Commercial and industrial zoning districts**

22-6-4. *Permitted uses in business and industrial districts.* The following table identifies those uses permitted by zoning district. All business and industrial uses, developments, and new construction, except for minor changes in use, require site plan approval by the commission, subject to the site development standards of section 22-6-7. Any use not expressly permitted by the commission shall be prohibited unless the commission determines that a use fits into the established use groups. In addition, the commission has the right to determine if any use meets the intent of the regulations.

Retail and Service Uses	RO	A-1	C-1	C-2	C-3	I-1	I-2	SA	SBV
Retail establishments		P	P	P	P			P(1)	P(1)
Service establishments, personal/professional		P	P	P	P			P	P
Retail/service establishments - Over 30,000 sq. ft.		P	P	P	P			P	P
Nursery schools		P	P	P	P			P	
Day care home, adult or child (14)		P						P	P
Day care home, adult or child - small (15)		P	P	P		CU	CU		
Day care home, adult or child - large (15)		P	P	P		CU	CU		
Day care center, adult or child - commercial (15)		P	CU	P		CU	CU		
Group home, small (16)		P	P	P				P	P
Group home, large (16)		P	P	P				P	
Group home, congregate (16)		P	P	P				P	
Grocery stores (Under 18,000 sq. ft.)		P	CU	P	P				

**Exhibit A**  
**Summary No. 3722**  
**Ordinance SBPC #2173-06-19**

Dry cleaning and laundromat establishments		P	P	P	P			P	
Restaurants (4)		P	P	P	P				P
Hotel		P	P	P	P				
Funeral home, mortuaries, morgues		P		P	P				
Parking lots		P	CU	P					CU
Truck stops (3)		CU		CU					
Financial institutions and banks		P	P	P	P				
Bed and breakfast (≤10 guests)		CU						CU	CU
Reception facility		P	P	P				P	P
Sno-ball stand (20)	P	P	P	P			P	P	

P = Permitted Use - CU = Conditional Use

Notes to business and industrial district uses:

(16) Group home:

- a. Group homes shall be licensed by the State of Louisiana.
- b. Group homes are subject to all local and federal regulations and the regulations of the Louisiana Administrative Code.
- c. A group home shall encompass the entire structure.
- d. Group Homes shall retain a residential character and shall not alter the character of the neighborhood.
- e. There are no Parish zoning requirements for Group Homes other than those in Chapter 22 of the Zoning Ordinance for the Parish of St. Bernard.

**Sec. 22-7. - Site development standards**

*22-7-3. Off-street parking and loading requirements.*

*22-7-3.1. Purpose.* This section is intended to provide sufficient off-street parking spaces to serve all existing and proposed uses.

**Exhibit A**  
**Summary No. 3722**  
**Ordinance SBPC #2173-06-19**

22-7-3.2. *Number of parking spaces.* Off-street automobile parking space or area shall be provided on any lot on which any of the following listed uses are hereafter established, and in accordance with the schedule shown. When a use is increased in capacity by the addition of dwelling rooms, guest rooms, floor area or seats, the minimum off-street parking shall be provided for such increase. Parking space or area may be located on any portion of a lot except in the required front yard or as herein provided.

Type of Use	Minimum Number of Parking Spaces
<i>Residential Uses:</i>	
Single-family dwelling	2.0 per dwelling unit
Multiple-family dwelling	2.0 per dwelling unit
Boarding house or lodging house	1.0 per guest room
Nursing home or convalescent home	1.0 per three beds plus and 1.0 per employee/shift
Manufactured home	1.0 per dwelling unit
<i>Business and Industrial Uses:</i>	
Retail stores, personal service shops, shopping centers and other similar uses	6.0 per 1,000 square feet for 1 to 10,000 square feet, 5.0 per 1,000 square feet above 10,000 square feet
Banks, professional or business office	4.0 per 1,000 square feet
Healthcare facilities	1.0 per 200 square feet and 4.0 per licensed healthcare provider
Industrial and manufacturing	2.0 per 1,000 square feet
Warehouse and storage	0.5 per 1,000 square feet
Contractor's workshops or vehicle storage facilities	As determined by the commission
Hotel or motel	1.0 per guest room plus and 1.0 per employee/shift



**Exhibit A**  
**Summary No. 3722**  
**Ordinance SBPC #2173-06-19**

Restaurants, clubs, and bars	10.0 per 1,000 square feet
Places of public assembly and conference space	1.0 per 3 seats
Roadside stand	5.0 per each stand
Scrap or salvage yard	1 per 300 square feet of GFA of office space
Motor vehicle service and repair	6 spaces plus one space per service bay
Truck repair	3 truck spaces per service bay plus 2 vehicle spaces per bay
Car wash	1 per car wash bay plus 3 spaces per bay for queuing purposes
Motor vehicle dealerships	1.0 per 500 square feet of gross lot area
Gas station	2 per pump plus 1 per 500 square feet of retail area plus 2 per service bay of accessory motor vehicle service and repair plus 4 stacking spaces for car wash bay
Vehicle impound lot	1 per 300 square feet of GFA of office space
Vehicle storage lot	1 per 300 square feet of GFA of office space
Vehicle operations facility	1 per 300 square feet of GFA of office space
Bowling alley	4.0 per lane
Riverboat gaming establishments	1.0 per each passenger and crewmember based on maximum capacity plus 1.0 space for each landside employee
Sound stage/movie studio	1.0 per 1,000 square feet of gross floor area (applied to all structures on the campus)
Day care center, adult or child	3.0 per 1,000 square feet
Group home (small)	2.0 per group home

**Exhibit A**  
**Summary No. 3722**  
**Ordinance SBPC #2173-06-19**

Group home (large)	2.0 per each 6 group home residents
Group home (congregate)	2.0 per each 6 group home residents
<i>Institutional Uses:</i>	
Clubs and fraternities	1.0 per 3 members
Libraries and museums	2.5 per 1,000 square feet
Elementary and junior high schools	1.0 per classroom
Senior high schools	4.0 per classroom
College and universities	5.0 per classroom
Auditoriums and theaters, places of public assembly	1.0 per 4.0 seats
Hospitals	1.0 per 5.0 beds, 1.0 per each staff doctor, and 1.0 per each employee including nurses
Cemeteries	15.0 per every 5 acres
Churches	1.0 per 4 seats
Bingo halls	5.0 per 1,000 square feet
Athletic playing fields	1.0 per 5,000 square feet of gross area
Parks	One percent of total are designed as parking



**Attachment B**

# *St. Bernard Parish Council*

8201 West Judge Perez Drive    Chalmette, Louisiana, 70043  
(504) 278-4228    Fax (504) 278-4209  
[www.sbp.net](http://www.sbp.net)

**#20**

**Kerri Callais**  
*Councilmember  
at Large*

**Richard "Richie" Lewis**  
*Councilmember  
at Large*

**Gillis McCloskey**  
*Councilmember  
District A*

**Nathan Gorbaty**  
*Councilmember  
District B*

**Howard Luna**  
*Councilmember  
District C*

**Wanda Alcon**  
*Councilmember  
District D*

**Manuel "Monty"  
Montelongo III**  
*Councilmember  
District E*

**Roxanne Adams**  
*Clerk of Council*

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, JUNE 4, 2019 AT SEVEN O'CLOCK P.M.

On motion of Mr. McCloskey, seconded by Mr. Montelongo, it was moved to **adopt** the following ordinance:

## **ORDINANCE SBPC #2174-06-19**

### **Summary No. 3723**

Introduced by: Council on 5/21/19  
Public Hearing held on 6/4/19

AN ORDINANCE TO AMEND APPENDIX F, REASONABLE ACCOMMODATION UNDER THE FAIR HOUSING ACT OF THE ST. BERNARD PARISH CODE OF ORDINANCES.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

**SECTION 1.** The Parish Council hereby amends Appendix F, Reasonable Accommodation under the Fair Housing Act as attached in Exhibit "A".

**SECTION 2.** Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter..

**SECTION 3.** Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion this Ordinance with the invalid portions omitted.



# St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043  
(504) 278-4228 Fax (504) 278-4209  
www.sbpcc.net

Page -2-  
Extract #20 continued  
June 4, 2019

**Kerri Callais**  
Councilmember  
at Large

**Richard "Richie" Lewis**  
Councilmember  
at Large

**Gillis McCloskey**  
Councilmember  
District A

**Nathan Gorbaty**  
Councilmember  
District B

**Howard Luna**  
Councilmember  
District C

**Wanda Alcon**  
Councilmember  
District D

**Manuel "Monty"  
Montelongo III**  
Councilmember  
District E

**Roxanne Adams**  
Clerk of Council

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

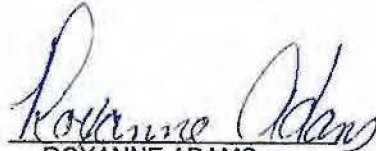
YEAS: McCloskey, Luna, Alcon, Montelongo

NAYS: None

ABSENT: Gorbaty, Lewis

The Council Vice-Chair, Ms. Callais, cast her vote as YEA.

And the motion was declared adopted on the 4<sup>th</sup> day of June, 2019.

  
ROXANNE ADAMS  
CLERK OF COUNCIL

  
KERRI CALLAIS  
COUNCIL VICE CHAIR


Delivered to the Parish President 6/6/19 2:00pm  
Date and Time

Received by Margen Campo

Approved ✓

Vetoed \_\_\_\_\_

Parish President

  
Guy McInnis

Returned to Clerk of the Council

6/7/19 3:47pm  
Date and Time

Received by

Edgar M. Lee

**Exhibit A**  
**Summary No. 3723**  
**ORDINANCE SBPC #2174-06-19**

**APPENDIX F--REASONABLE ACCOMMODATION UNDER THE  
U.S. FAIR HOUSING ACT**

**Sec. 1. -- Purpose**

It is the policy of St. Bernard Parish, pursuant to the Fair Housing Amendments Act of 1988, to provide to people with disabilities reasonable accommodation in rules, policies, practices, and procedures, including reasonable accommodations to zoning ordinances that may be necessary to ensure equal access to housing. The purpose of these provisions is to provide a process for making requests for reasonable accommodation to land use and zoning decisions, ordinances and procedures regulating the siting, funding, development and use of housing for people with disabilities. In these regulations, "use of housing" includes, but is not limited to, housing-related services and the use and enjoyment of the property.

Nothing in this Ordinance shall require persons with disabilities or operators of homes for persons with disabilities acting or operating in accordance with applicable zoning or land use laws or practices to seek a reasonable accommodation under this Ordinance.

**Sec. 2. Definitions**

ACT. The Fair Housing Amendments Act of 1988.

APPLICANT. The individual making the request for reasonable accommodation pursuant to these Regulations.

CODE. The St. Bernard Parish zoning code or ordinance which sets forth the Parish's land use and zoning regulations.

The DEPARTMENT. Department of Community Development.

DIRECTOR. The Director of Community Development.

DISABILITY. Any person who has a physical or mental impairment that substantially limits one (1) or more major life activities; anyone who is regarded as having such impairment; or anyone who has a record of such impairment. Persons recovering from alcohol or drug addiction are considered to have a disability if the addiction impairs a major life activity. People who are currently using illegal substances are not covered under the Act, unless they have a separate disability. A person need not have a diagnosis from a medical professional to have a disability.

**Sec. 3. Notice to the Public of Availability of Accommodation Process**

At all counters where application is made for a permit, license or other authorization for the siting, funding, development or use of housing, including at the counter for the DEPARTMENT, a notice in the form set forth in Exhibit A shall be prominently displayed advising applicants that they may request a reasonable accommodation of existing ordinances, rules, policies, practices and procedures. Forms for



**Exhibit A**  
**Summary No. 3723**  
**ORDINANCE SBPC #2174-06-19**

requesting an accommodation shall be available in all departments, where decisions are made regulating the siting, funding, development and use of housing. A copy of the notice set forth in Exhibit A shall be provided upon request.

**Sec. 4. Requesting Reasonable Accommodation**

In order to make specific housing available to an individual with a disability, any person may request a reasonable accommodation in the ordinances, rules, policies, practices and procedures regulating the siting, funding, development or use of housing by completing the "Fair Housing Accommodation Request" form (Exhibit B) and filing it with the DEPARTMENT.

- a. If an individual needs assistance in making the request for reasonable accommodation, the DEPARTMENT shall provide the assistance necessary to ensure that the process is accessible to the applicant, including by transcribing a verbal request into a written request.
- b. A request for reasonable accommodation in ordinances, rules, policies, practices and/or procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing.
- c. A request for a reasonable accommodation shall stay all proceedings in furtherance of the enforcement of any requirement that is the subject of the request.

**Sec. 5. Review of Requests for Reasonable Accommodation**

- a. When a request for reasonable accommodation is filed with the DEPARTMENT, it is referred to the DIRECTOR for review and consideration. The DIRECTOR shall issue a written decision within thirty (30) days of the date of the request and may grant the reasonable accommodation request with or without modification or deny the request. The written decision of the DIRECTOR shall be provided in the form of the Notice of Decision on Fair Housing Accommodation Request for (Exhibit C).
- b. If necessary to reach a decision on the request for reasonable accommodation, the DIRECTOR may request further information from the Applicant consistent with the Act, specifying in detail what information is required. In most cases, an individual's medical records or detailed information about the nature of a person's disability will not be necessary.
- c. Not more than thirty (30) days after receiving a written request for reasonable accommodation, the DIRECTOR shall issue a written decision on the request; provided that, in the event that the DIRECTOR requests further information pursuant to the above paragraph, the running of this period shall be tolled (stopped) until the Applicant responds to the request.

**Exhibit A**  
**Summary No. 3723**  
**ORDINANCE SBPC #2174-06-19**

**Sec. 6. Factors for Considering Requests for Reasonable Accommodation**

The DIRECTOR shall consider the following criteria when deciding whether a requested accommodation is reasonable:

- Is the housing, which is the subject of the request for reasonable accommodation, to be used by an individual protected under the Act?
- Is the request for accommodation necessary to make specific housing available to an individual protected under the Act?
- Whether the requested accommodation would impose an undue financial or administrative burden on the Parish?
- Whether the requested accommodation would require a fundamental alteration in the nature of a Parish program?

**Sec. 7. Written Decision on the Request for Reasonable Accommodation**

- a. The DIRECTOR'S written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the DIRECTOR'S findings on the criteria set forth in Sec. 6, above. All written decisions shall give notice of the right to appeal and to request reasonable accommodation in the appeals process as set forth below. The DIRECTOR shall include with his written decision the Appeal of Decision of Fair Housing Accommodation Request form (Exhibit D). The DIRECTOR'S Notice of Decision shall be sent to the Applicant by certified mail.
- b. If the DIRECTOR fails to render a written decision on the request for reasonable accommodation within the 30-day time period allotted by Sec. 5 above, the Applicant may submit a letter to the DEPARTMENT requesting a response from the DIRECTOR within 15 days. If the DIRECTOR fails to render a written decision on the request for a reasonable accommodation within 15 days of the date of this letter, the accommodation request shall be deemed granted.

**Sec. 8. Appeals**

- a. Within thirty (30) days of the date of the DIRECTOR'S written decision, the Applicant may appeal an adverse decision by filing the Appeal of Decision on Fair Housing Accommodation Request form (Exhibit D) with the DEPARTMENT.
- b. An Applicant may request reasonable accommodation to the procedure by which an appeal will be processed. If an Applicant needs assistance in filing an appeal, the Parish shall provide the

**Exhibit A**  
**Summary No. 3723**  
**ORDINANCE SBPC #2174-06-19**

assistance that is necessary to ensure that the appeal process is accessible to the applicant, including by transcribing a verbal request for an appeal into a written request.

- c. An Applicant shall state the grounds for the appeal by completing the Fair Housing Accommodation Request Form (Exhibit D).
- d. When an Appeal of Decision on Fair Housing Accommodation Request form is filed with the DEPARTMENT, it is referred to the Parish's Chief Administrative Officer for review and consideration. The Chief Administrative Officer shall issue a decision on the appeal within 30 days of the date the Applicant filed the appeal.
- e. In reaching a decision on the appeal, the Chief Administrative Officer shall determine whether the DIRECTOR'S decision was consistent with applicable fair housing laws and the applicable criteria in evaluating a reasonable accommodation request as set forth in Sec. 6. The Chief Administrative Officer shall consider: (i) the Applicant's Fair Housing Accommodation Request; (ii) the decision of the DIRECTOR; and (iii) the Applicant's Appeal of Decision Fair Housing Accommodation Request form. The Chief Administrative Officer's decision shall include the basis for his/her decision.
- f. The decision on the appeal shall be issued to the Applicant in writing.
- g. If a written decision on the appeal is not rendered within 30 days from the date the appeal is filed, the Applicant may submit a letter to the DEPARTMENT to request a decision. If the Chief Administrative Officer fails to render a written decision on the appeal within 15 days of the date of this letter, the accommodation request shall be deemed granted.
- h. Nothing in these Regulations shall preclude an Applicant from seeking any other state or federal remedy available.

**Sec. 9. Force and Effect of a Reasonable Accommodation**

- a. The written decision of the DIRECTOR on the request for a reasonable accommodation and the written decision of the Chief Administrative Officer of a decision on appeal will have full effect at the time they are issued.

**Sec. 10. Record Keeping**

- a. The Parish shall retain, for the duration of the accommodation and at least three (3) years thereafter, written records of each request and all related records, including the Parish's responses and decisions.



**Exhibit A**  
**Summary No. 3723**  
**ORDINANCE SBPC #2174-06-19**

**EXHIBIT A**

NOTICE OF FAIR HOUSING ACCOMMODATION PROCEDURES FOR PEOPLE WITH DISABILITIES  
*THIS IS NOT A COMPREHENSIVE EXPLANATION OF YOUR RIGHTS UNDER THE FEDERAL FAIR HOUSING AMENDMENTS ACT.*

You may be entitled to a reasonable accommodation to ordinances, rules, policies, practices and procedures for the siting, development, and use of housing, including housing related services or facilities, if you meet all of the following:

- You have a disability\* or the housing is for people with disabilities;
- You may need a reasonable accommodation to existing rules and regulations to have equal opportunity to housing AND;
- Your request for accommodation would not be an undue burden on the Parish.

If you believe that you satisfy the above criteria and are entitled to a reasonable accommodation under the Fair Housing Amendments Act of 1988, you may obtain a Fair Housing Accommodation Request form from the front desk of the Department of Community Development. If you need assistance in applying for a reasonable accommodation, the Department of Community Development will assist you.

\*The Fair Housing act defines "disability" as any of the following: a physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment or; being regarded as having such an impairment. The Fair Housing Act does not protect individuals currently using illegal substances, unless they have a separate disability.

**Exhibit A**  
**Summary No. 3723**  
**ORDINANCE SBPC #2174-06-19**

**FAIR HOUSING ACCOMMODATION REQUEST**  
**EXPLANATION OF RIGHTS UNDER THE FAIR HOUSING AMENDMENTS ACT**

Before completing the request for a reasonable accommodation, below, please read the following information about who is protected by the Fair Housing Amendments Act and what accommodation may be available under the law. This is not a comprehensive explanation of your rights under the Fair Housing Amendments Act. More information on the Fair Housing Act is available from the United States Department of Housing and Urban Development, which can be contacted at 1-800-669-9777 or reached through its website at [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp).

*Do the protections of the Fair Housing Amendments Act apply to me?*

You are protected by the Fair Housing Amendments Act if you have a disability or the housing is for people with disabilities. "Disability" means any one of the following: a physical or mental impairment that substantially limits one or more major life activities or a record of having such an impairment or being regarded by others as having such an impairment. The Fair Housing Amendments Act does not protect an individual currently using illegal substances, unless that person has a separate disability.

*What kind of accommodation may I request under the Fair Housing Amendments Act?*

If you have a disability or the housing is for people with disabilities, the Fair Housing Amendments Act requires that the Parish provide you with reasonable accommodation in rules, policies, practices and procedures that may be necessary for people with disabilities to have equal opportunity to use and enjoy a dwelling. More specifically, the Parish must provide you with reasonable accommodation in decisions and procedures regulating the siting, funding, development or use of housing, including housing related services or facilities.

*How do I request reasonable accommodation from the Parish?*

To make a request for reasonable accommodation, answer the questions on the attached one-page request form, sign and date the form, and return it to the Department of Community Development. If you need help in answering the questions on the request form, you may ask for assistance from the Department of Community Development. Your accommodation request will be reviewed by the Director of Community Development, who will issue a written decision on your request within thirty (30) days of the date of the request.

*What if my request for reasonable accommodation is denied or not answered?*

If your request for accommodation is denied, in whole or in part, you may appeal the decision by filing a Notice of Appeal with the Department of Community Development within thirty (30) days of the decision. You may request reasonable accommodation to the procedure by which an appeal may be conducted. You may also contact your local fair housing or disability rights organization or legal services office for further assistance. If the Director fails to render a written decision on your request within thirty (30) days of the date of the request for a reasonable accommodation, you may send a letter to the Department of Community Development requesting a written decision within fifteen (15) days. If no written decision is issued within fifteen (15) days of this letter, your request will be deemed granted. Nothing in this accommodation request procedure limits your right to any other available state or federal remedy.

**Exhibit A**  
**Summary No. 3723**  
**ORDINANCE SBPC #2174-06-19**

**EXHIBIT B**

FAIR HOUSING ACCOMMODATION REQUEST

NOTE: If you need help in completing this request form, the Department of Community Development will assist you. Please contact the person at the counter where you received this request form for assistance.

1. Name of Applicant

Telephone Number

2. Address

3. Address of Housing at which Accommodation is requested

4. Describe the accommodation you are requesting and the specific regulation(s) and/or procedure(s) from which accommodation is sought.

5. Give the reason that the reasonable accommodation may be necessary for you or, the individuals with disabilities seeking the specific housing, to use and enjoy the housing. You do not need to tell us the name or extent of your disability or the disabilities of the individuals seeking the housing.

6. If we have questions about your request for reasonable accommodation and you would like us to contact someone assisting you with this request, instead of you, please give us that person's name, address and telephone number.

7. Signature of Applicant \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE ATTACH ANY DOCUMENTS OR ADDITIONAL INFORMATION THAT YOU THINK SUPPORTS YOUR REQUEST FOR REASONABLE ACCOMMODATION AND WOULD ASSIST US IN CONSIDERING YOUR REQUEST.

**Exhibit A**  
**Summary No. 3723**  
**ORDINANCE SBPC #2174-06-19**

**EXHIBIT C**  
**NOTICE OF DECISION ON FAIR HOUSING**  
**ACCOMMODATION REQUEST**

1. Date of Application: \_\_\_\_\_

2. Date of Decision: \_\_\_\_\_

3. The request for a Fair Housing Accommodation is:

\_\_\_\_\_ Granted \_\_\_\_\_ Granted with Modification \_\_\_\_\_ Denied (See Notice  
below re right to appeal decision)

Description of Accommodation granted or denied:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The reasons for this decision are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. The facts relied on in making this decision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of DIRECTOR \_\_\_\_\_ Date \_\_\_\_\_

NOTICE: If your request for accommodation was denied or you disagree with the accommodation granted, you may appeal this decision to the Parish's Chief Administrative Officer within thirty (30) days of the date of this decision. To file an appeal, complete and file an Appeal of Decision of Fair Housing Accommodation Request form with the Department of Community Development. You may request reasonable accommodation in the procedure by which an appeal will be processed.

**Exhibit A**  
**Summary No. 3723**  
**ORDINANCE SBPC #2174-06-19**

**EXHIBIT D**

**APPEAL OF DECISION ON FAIR HOUSING  
ACCOMMODATION REQUEST**

NOTE: If you need help in completing this request form, the Department of Community Development will assist you. Please contact the person at the counter where you received this request form for assistance.

NOTICE: PLEASE ATTACH TO THIS APPEAL FORM: (1) A COPY OF YOUR FAIR HOUSING ACCOMMODATION REQUEST ALONG WITH ANY ATTACHMENTS SUBMITTED WITH THE REQUEST AND (2) THE NOTICE OF THE DECISION ON YOUR ACCOMMODATION REQUEST.

1. Name of Applicant: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Phone Number of Applicant: \_\_\_\_\_
4. Date Initial Request Filed: \_\_\_\_\_
5. Date of Adverse Decision: \_\_\_\_\_
6. State why you think the decision on your Request for accommodation was wrongly decided:

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7. Provide any additional information, facts or documents that support your Request for accommodation:

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8. Signature \_\_\_\_\_ Date \_\_\_\_\_

Attach additional sheets if necessary

**Attachment C**

**Certification of Fair Housing Act Training**

On \_\_\_\_\_, I attended training on the Fair Housing Act. I have had all of my questions concerning this topic answered to my satisfaction.

I also have been given and I have read copies of the Fair Housing Act and the Settlement Agreement entered in *United States v. St. Bernard Parish*, 2:18-cv-12667 (E.D. La.). I understand my legal responsibilities and will comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position with St. Bernard Parish

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Address Continued

\_\_\_\_\_  
Business Telephone Number

\_\_\_\_\_  
Date