

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 07-19-73784  
HUD# 07-19-2460-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

THE RIVER CITY HOUSING COLLECTIVE, INC.  
PO Box 5551  
Coralville, Iowa 52241-0551

THE RIVER CITY HOUSING COLLECTIVE, INC.  
BOARD OF DIRECTORS  
PO Box 5551  
Coralville, Iowa 52241-0551

AMANDA BLOOMER  
PO Box 5551  
Coralville, Iowa 52241-0551

**COMPLAINANT**

JHE RUSSELL  
15 N Dodge Street  
Iowa City, Iowa 52245-2401

and

IOWA CIVIL RIGHTS COMMISSION  
400 East 14th Street  
Des Moines, Iowa 50319

**Description of the Parties:** Complainant alleges discrimination in the area of housing on the basis of race. Complainant is African American. Complainant alleges that his tenancy came up for review in April 2019 and Respondents falsely accused him of a being violent and anti-Semitic. Complainant alleges that his tenancy was terminated due to race. Complainant's tenancy was not renewed. Complainant believes this was because of his race. The subject property is a 16-unit rooming house located at 200 Summit Street, Iowa City, Iowa 52240-5551.

**Terms of Settlement:** A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

## **Acknowledgment of Fair Housing Laws**

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).
2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of the person’s race, color, religion, sex, disability, familial status, national origin, or disability.  
42 U.S.C. 3604(b), 3604(f)(2) (§ 804 of the Fair Housing Act).

3. Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider’s operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
4. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
5. Respondents acknowledge their obligation under the FHA and ICRA to allow assistance animals as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. See Iowa Code §§ 216.8B, .8C.

## **Voluntary and Full Settlement**

6. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm 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.
7. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or

violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

8. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
9. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

### **Disclosure**

10. Because, pursuant to Iowa Code § 216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

### **Release**

11. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

### **Fair Housing Training**

12. Amanda Bloomer and each of Respondents' current employees, resident, or agents who are involved in the management or operation of residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. Respondents also agree all future residents, employees, or agents who are involved in the management or operation of residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 30 days of their date of hire or elected appointment. The training will include an overview of fair housing laws, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed within ten (10) days of completing the training.

- 13. Respondents agree, within thirty (30) days of the execution of this Settlement Agreement to arrange an additional fair housing training session open to the residents of Summit House. Respondents shall give reasonable notice of the training session to all residents of Summit House at least one week before the scheduled training. The fair housing training session will be led by a person or party approved by the commission. The training shall include a conversation on race with the intention of raising the cultural competency of members of the house on issues of race and the African-American experience.

**Relief for Complainant**

- 14. Within seven days of the date of the conversation and training on race, Complainant will receive notification from the Commission that this training and conversation have occurred.

**Reporting and Record-Keeping**

- 15. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing training and second training and conversation on race, as evidence of compliance with Terms 12 and 13 of this Agreement.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Dean Meester  
 Iowa Civil Rights Commission  
 Grimes State Office Building  
 400 East 14th Street  
 Des Moines, Iowa 50319  
[dean.meester@iowa.gov](mailto:dean.meester@iowa.gov)  
 Telephone: 515-281-3001

The River City Housing Collective, Inc., RESPONDENT	Date
The River City Housing Collective, Inc., RESPONDENT Board of Directors	Date
Amanda Bloomer, RESPONDENT	Date

---

Jhe Russell, COMPLAINANT

---

Date

---

Elizabeth Johnson, EXECUTIVE DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

---

Date