

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-20-75696
HUD# 07-20-5688-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

LOW RENT HOUSING AGENCY
505 S 6th Street
Council Bluffs, IA 51501

CAROLYN GRIEDER
505 S 6th Street
Council Bluffs, IA 51501

COMPLAINANT

CHAD ARNOLD
201 N 25th Street, APT 213
Council Bluffs, IA 51501

and

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

Description of the Parties: Complainant is a person with a disability. Complainant alleges Respondent Caroline Grieder, former Executive Director of Respondent, refused to permit a reasonable modification to Complainant’s kitchen counter. The subject property is a multi-unit apartment building located at 201 N. 25th St., Council Bluffs, IA 51501.

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 Complainants 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)(3)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
5. Respondents acknowledge that under the FHA and ICRA prohibited discrimination includes a refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises. 42 U.S.C. 3604(f)(3)(a) of the Fair Housing Act; Iowa Code § 216.8A (3)(c)(1).

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 their 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. Respondent Low Rent Housing Agency agrees the Commission may review compliance with this Agreement. And as part of such review, Respondent Low Rent Housing Agency agrees 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 all 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. Respondent Low Rent Housing Agency's Executive Director Oscar Duran will receive training on the requirements of State and Federal Fair Housing Laws within 30 days of their receipt of a Closing Letter from the Commission. Respondent Low Rent Housing Agency also agree all future employees, or agents who are involved in the management or operation of residential 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 shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. This includes a HUD produced video titled "The Basics of the Fair Housing Act" which can be accessed via YouTube at <https://www.youtube.com/watch?v=egXPe7HT7tc>.

Relief for Complainant

13. Respondent Low Rent Housing Agency also agrees to diligently and timely secure bids for the modification of Complainant's unit. Respondent agrees to provide monthly updates on the progress of the bid search to Complainant.
14. If Respondent Low Rent Housing Agency has not secured a bid within six months of the date of the Closure Letter, Respondent Low Rent Housing Agency will notify Complainant and the ICRC of the failure, and the reasons for the failure, in writing.

14. Complainant is responsible for the cost of the modification and retains the right to accept or refuse a bid.

Reporting and Record-Keeping

15. Respondent Low Rent Housing Agency shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a Certificate or a letter from the entity conducting the training or signed statement stating the time and location of their viewing of “The Basics of the Fair Housing Act” video, as evidence of compliance with Term 12 of this Agreement within ten (10) days of the completion of the training.

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

Amy Quail
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319
Amy.quail@iowa.gov
Telephone: 515-725-1082

LOW RENT HOUSING AGENCY OF C.B, RESPONDENT

Date

CAROLINE GRIEDER, RESPONDENT

Date

CHAD ARNOLD, COMPLAINANT

Date

Elizabeth Johnson, EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date