

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-17-71208
HUD# 07-18-7873-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

CAROL GRIEDER, TERRY BATTIATO AND DEBBIE FOOTE

Municipal Housing Agency of Council Bluffs
505 South 6th Street
Council Bluffs, IA 51501-6402

COMPLAINANT

GLORIA J. LOVELESS

120 E. Harrier Street
Valley, Nebraska 68064-9749

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant Gloria Loveless alleges violations of sections 804(f)(2)(A) and 804(f)(3)(B) of the Fair Housing Act.

Respondents deny any discrimination or violation of the Fair Housing Act. Respondents contend full compliance with all state and federal laws and regulations.

The Parties agree to enter into this Predetermination Settlement Agreement resolve these disputed claims and clarify Complainant's eligibility to apply for and obtain public housing in the future.

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 sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).
3. Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).
4. Respondents acknowledge the ICRA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11(A).
5. Respondents acknowledge the FHA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606 of this title. 42 U.S.C. 3617.

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 by the Respondents. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in the complaint are not 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. 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.
10. The parties acknowledge, if the Commission or the U.S. Department of Housing and Urban Development (“HUD”) has reasonable cause to believe that Respondents have breached this Agreement, the Commission may refer the matter to the Iowa Department of Justice Office of the Attorney General and HUD may refer the matter to the U. S. Department of Justice.

Disclosure

11. 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

12. 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 Successfully Conciliated.

Fair Housing Training

13. Respondents agree Carol Grieder, Terry Battiato, Debbie Foote will receive one (1) hour of training on the Fair Housing Act within ninety (90) days of November 28, 2017. Thereafter, Respondents will receive one (1) additional hour within twelve (12) months of the signing of this Agreement. The training will cover the requirements under the Fair Housing Act and the ICRA to provide reasonable accommodations to tenants with disabilities. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Relief for Complainant

14. Respondents agree that the notices Complainant received while she was a tenant of the subject property, including the termination of tenancy notice, will not be used to disqualify her from obtaining public housing in the future.

Reporting and Record-Keeping

15. Within thirty (30) days after taking the training, Respondents shall provide to the Commission the training outlines and any materials distributed by the trainers as well as documents confirming the attendance of individuals responsible for taking the training under paragraph 13.

All required documentation of compliance must be submitted to:

Natalie Burnham
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319

Carolyn Grieder, RESPONDENTS' REPRESENTATIVE Date _____

Gloria J. Loveless, COMPLAINANT Date _____

Kristin H. Johnson, DIRECTOR Date _____
IOWA CIVIL RIGHTS COMMISSION