

COUNCIL ACTION FORM

SUBJECT: COOPERATIVE AGREEMENT BETWEEN AMES HUMAN RELATIONS COMMISSION AND IOWA CIVIL RIGHTS COMMISSION

BACKGROUND:

The Ames Human Relations Commission (AHRC) has a group of volunteer investigators who are responsible for investigating alleged acts of discrimination in the Ames community. The Iowa Civil Rights Commission (ICRC) also works towards this purpose using professional staff and resources in its investigations. For the past several years, the ICRC has entered into a cooperative agreement with the City to assist AHRC in resolving complaints. A renewal of that agreement has been proposed by ICRC for the current fiscal year.

The agreement provides monetary compensation (\$200 to \$500 per case) for the City to 1) act as the intake officer for complaints alleging discrimination, and 2) forward the complaint to the ICRC for investigation. The purpose of the agreement is to reduce local agency backlogs and ensure that complaints are investigated promptly. The City has full discretion in choosing which cases, if any, it wishes to forward to the ICRC for investigation.

ALTERNATIVES:

1. Approve the cooperative agreement between the Ames Human Relations Commission and the Iowa Civil Rights Commission.
2. Do not approve the cooperative agreement.

MANAGER'S RECOMMENDED ACTION:

This agreement formalizes the mechanism that may be used by the City to transfer civil rights investigations to the Iowa Civil Rights Commission for investigation. The City has the option to choose which cases to submit to the ICRC, which may be exercised if the City has a backlog of cases, if a case would be uniquely difficult to investigate locally, or if other circumstances justify that the ICRC should investigate. The ICRC will compensate the City for acting as the intake agent under this agreement on a case -by-case basis. This agreement has been adopted between the City and the ICRC for several years.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the attached cooperative agreement between the Ames Human Relations Commission and the Iowa Civil Rights Commission.

COOPERATIVE AGREEMENT
Between Ames Human Relations Commission
&
IOWA CIVIL RIGHTS COMMISSION

1. **Definitions:** As used in this Cooperative Agreement the following terms are defined as follows:

- a) "ICRC" means the Iowa Civil Rights Commission.
- b) "Fiscal year 2016" runs from July 1, 2015 to June 30, 2016.

2. **Authority:** In order to effectuate the purposes of the "Iowa Civil Rights Act," (ICRA) the ICRC now enters into a Cooperative Agreement with the Ames Human Relations Commission. Iowa Code §216.19.

3. **Purpose:** Our purpose is to assist local agencies in resolving discrimination complaints and to reduce case backlogs without compromising quality or the integrity of the system. We have designed criteria to ensure an efficient, effective, and coordinated effort between the ICRC and local agencies.

4. **Scope:** Under this Cooperative Agreement, ICRC contracts with the Ames Human Relations Commission for the satisfactory intake and resolution of complaints whose allegations fall within the prohibitions of Iowa Code §§216.6, 216.6A, 216.7, 216.8, 216.8A, 216.9, 216.10 and 216.11.

3. **Period:** This Cooperative Agreement will run during Fiscal Year 2016. There is no commitment on the part of ICRC to contract with the Ames Human Relations Commission for the resolution of complaints after June 30, 2016.

4. **Total Amount:** The total amount ICRC can be required to spend, as aggregate compensation to all contracting local commissions for work performed under this agreement for Fiscal Year 2016 is \$45,000.00 maximum. If insufficient funds exist for payment of all cases tendered for payment by the contracting Local Commissions, payment shall be allocated on a first-come first-served basis, according to the date of submission of the intakes or resolutions.

5. **Payment Date:** ICRC agrees to provide payment on a quarterly basis based upon satisfaction of the conditions established in this agreement. Payment will be provided for work performed and accepted under this Agreement by the ICRC. Payment will be provided only for cases that are determined by the ICRC to be jurisdictional under the ICRA and assuming the complaints are timely received by the ICRC. In the case of payment for intake services, ICRC accepts the work when ICRC opens the case file corresponding to the intake. Payment is conditioned upon execution of this contract which must be accomplished and returned to the ICRC no later than October 1, 2014. Agreements presented after that date will be rejected by the ICRC absent prior written approval for late submission by the Director of the ICRC.

6. **Payment Schedule***:**

(a) **Intakes** – See attached Schedule A for breakdown of reimbursement rates based on the timing of receipt of the complaint for housing and non-housing referrals to the ICRC. For purposes of the contract, intake is defined as receipt by the ICRC of a completed, signed, jurisdictional complaint in any area covered by the

ICRA, including housing, that are forwarded to the ICRC for processing and investigation. No payment will be made for non-housing intakes that are more than 60 days old or housing intakes that are more than 30 days old on the date received by the ICRC.

(b) Resolutions – See chart below for rate of payment based on time received. For purposes of the contract, resolution includes case closures resulting in Satisfactory Adjustments, Administrative Closures for reasons *other than* failure to cooperate or unable to locate, No Probable Cause Orders, Probable Cause Orders or closures after Public Hearings. In the case of administrative closures for failure to cooperate or failure to locate complainant, no reimbursement will be provided. Further, this clause does not apply to resolutions submitted by the local agency to the EEOC or HUD for contract credit or payment by the federal agencies in which case, the ICRC will provide no payment. Settlement agreements for cross filed EEOC cases **cannot include** a no rehire clause and **must** indicate in the agreement itself that the agreement was signed voluntarily. These are EEOC requirements that will not be waived by the EEOC and cannot be waived by the ICRC. Any agreements with language that includes the impermissible language will be rejected by the ICRC (and EEOC) and no payment will be made until the settlement agreements are revised accordingly. Resolution date shall be the date of receipt of the case closure by the ICRC.

(c) Jurisdictional – Any and all complaints submitted for credit and payment, must be jurisdictional including meeting the 300 day limit when the complaint is **received by the ICRC** and must be a claim under the Iowa Civil Rights Act.

7. **Maintenance of Effort:** Iowa Code §216.19(2) provides that a local government required to maintain a civil/human rights agency shall structure and adequately fund the local human/civil rights agency in order to effect cooperative undertakings with ICRC and to aid in effectuating the purposes of the “Iowa Civil Rights Act.”

8. **Reports:** The local agency agrees to submit quarterly reports to ICRC listing each intake and resolution submitted for contract credit or payment under this Agreement. Quarterly Reports are due, as applicable, on **October 5, 2015** (for July 1 – September 30, 2015 activity); **January 5, 2016** (October 1 – December 31, 2015); **April 5, 2016** (for January 1 - March 31, 2016 activity), and **July 5, 2015** (for April 1 - June 30, 2016 activity). Payments under this contract will be made after the Quarterly Reports are completed and submitted to the ICRC. Failure to provide Quarterly reports within 30 days of due date will result in forfeiture of funds for the quarter for which the quarterly report is not timely filed. As a condition of final payment, the local commission must submit, and ICRC must have received, all cases no later than July 15, 2016. Cases submitted after July 15, 2016 will not be paid.

9. **Training.** ICRC and the local agency will cooperate in planning, sponsoring, and conducting necessary complaint processing training for staff and commissioners.

10. This contract recognizes the 300-day filing period for initial complaints, which is set out in Iowa Code Ch. 216 begins the day the complaint *is received by the ICRC*, not the day received by the local. Therefore, local commissions **are responsible for ensuring that cases are received by the ICRC within 300 days of the date of the last incident of discrimination**. The local agency agrees that complaints that are not received by the ICRC within the 300 day time limit **are not jurisdictional** on their face and **no payment will be made in that case**. To be considered received by the ICRC, the complaint must be physically received by the ICRC either through mail, fax, personal delivery or electronically, by 4:30 pm, Monday through Friday. Complaints received after 4:30 pm will be considered filed on the next business day.

13. **Closures.** Closure submissions must include the following closing documents from the local commission: Copies of closures notices sent to all parties by the local commission, copy of the local commission's findings/decision. *All closure documents including settlement agreements and withdrawals must include local and state case numbers, and when cross filed with EEOC, federal case numbers.*

Payment may be denied if closure papers or settlement agreements do not include case numbers, or if any case number is incorrect. ICRC may be required to obtain a full copy of the case file maintained by the local commission. The copies should be provided to ICRC at no cost and within two weeks of request.

If required by your local protocol, ordinance or practice, separate signature lines have been provided for your Mayor and Commission Chair.

Chairperson, Ames Human Relations Commission

Date

Mayor

Date

Kristin H. Johnson, Director, Iowa Civil Rights Commission

Date

SCHEDULE A

*****The following summarizes the payment schedule.**

Intake: (See definition for Intake below)	Complaint sent to ICRC for processing and investigation within 7 days (housing) or 30 days (non-housing) of initial filing date with local agency.	\$500 for housing cases; \$250 for non-housing cases
	Complaint sent to ICRC for processing and investigation greater than 7 days but less than 30 days (housing); 30 days but less than 60 days (non-housing) of initial filing date with local agency.	\$250 for housing cases; \$150 for non-housing cases
	Complaint sent to ICRC for processing and investigation greater than 30 days (housing) or 60 days (non-housing) of initial filing date with local agency.	\$0
Resolutions for Non-housing Cases: (See definition for Resolutions below)	Complaint Resolutions sent to ICRC for closure processing within 180 days of initial filing date with local agency.	\$325
	Complaint Resolutions sent to ICRC for closure processing greater than 180 days but less than 600 days of initial filing date with local agency.	\$200
	Complaint Resolutions sent to ICRC for closure processing greater than 600 days of initial filing date with local agency.	\$0

For the purpose of this contract the definition for the terms of payments are as follows:

“INTAKE”

A completed and signed complaint that meets the jurisdictional requirements of ICRA and forwarded to the ICRC for initial processing and investigation.

“RESOLUTIONS”

Case closures resulting in an administrative closure (except for failure to cooperate or locate Complainant); conciliated and settled cases; satisfactory adjustments; No Probable Cause Orders; Probable Cause Orders; and closures after Public Hearing.