

Date February 12, 2007

**APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT
(MEMORANDUM OF UNDERSTANDING) WITH
THE IOWA CIVIL RIGHTS COMMISSION**

WHEREAS, the Iowa Civil Rights Commission desires to enter into a memorandum of understanding with the City of Des Moines Human Rights Commission; and

WHEREAS, the memorandum of understanding is designed to ensure an efficient, effective, and coordinated state-local civil rights enforcement program and partnership; and

WHEREAS, the proposed memorandum of understanding provides additional reimbursement over and above the "Cooperative Agreement" proposed between the Des Moines Human Rights Commission and the Iowa Civil Rights Commission; and

WHEREAS, the proposed memorandum of understanding is the same as offered to other local human rights commissions in Iowa and was approved by the Des Moines Human Rights Commission at its meeting on February 8, 2007;

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA

That the Memorandum of Understanding a copy of which is now on file in the office of the City Clerk between The City of Des Moines Human Rights Commission and the Iowa Civil Rights Commission be approved and that the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, said Memorandum of Understanding for and on behalf of the City of Des Moines, Iowa.

MOVED BY _____ TO ADOPT.

APPROVED AS TO FORM:

Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLISSIS				
TOTAL				

MOTION CARRIED

APPROVED

Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

City Clerk

Memorandum of Understanding
Between
City of Des Moines Human Rights Commission
&
IOWA CIVIL RIGHTS COMMISSION
400 E. 14th Street Des Moines, IA 50319

Date _____

Agenda Item 52B

Roll Call # _____

1. **Definitions:** As used in this Cooperative Agreement the following terms shall be defined as follows:
 - a) "Commission" or "ICRC" means the Iowa Civil Rights Commission
 - b) "Fiscal year 07" means from July 1, 2006 to June 30, 2007.
2. **Authority:** In order to effectuate the purposes of the "Iowa Civil Rights Act," the Commission now enters into a Memorandum of Agreement (MOU) to amend existing Cooperative Agreement with the City of Des Moines and its Des Moines Human Rights Commission. Iowa Code §216.19 (2001).
3. **Period:** There is no commitment on the part of the Commission to continue this MOU for the resolution of complaints on or after the 30th day of March, 2007.
4. **Purpose:** The purpose of this Memorandum of Agreement is to accelerate closure of cases by March 30th, 2007. Due to a combination of staff changes, staff being on leave, and contract changes, ICRC is unilaterally offering this agreement. The increased number of case closures will also highlight our state/local partnership with the legislature.
5. **Scope: This MOU will only apply to employment cases.**
6. There are two options for a local commission to receive an increased reimbursement.
 - **OPTION ONE: For each complaint resolution, received prior to March 30, 2007,** performed by the local commission and accepted by the Commission, the Commission intends to pay \$100.00 to the local commission. Resolutions include Satisfactory Adjustments, Withdrawals, Administrative Releases, and Administrative Closures for Failure to Cooperate and Unable to Locate, No Probable Causes and Probable Causes. However, to receive this higher amount, as opposed to the current contract amount of \$55.00, the case must be received without a need for additional work ("Additional work" would include any activity as determined by the Commission staff needed to comply with regulations, including, but not limited to: making a decision on the merits; interviewing parties; requesting records; or redrafting memorandum, settlement papers, or other documents because a case number or name is either omitted or incorrect).
 - Cases received after the March 30th deadline will be reimbursed under the terms of the original contract.
 - **OPTION TWO: For each open employment case (cases without resolution) submitted to ICRC, and received by Feb. 28, 2007, the Commission will pay \$75.00 per case.**
 - Cases, without resolution, received after the Feb. 28th deadline will be treated under the terms of the original contract.

7. Closures.

(a) Whenever possible, Administrative Closures for failure to locate the complainant or of the complainant to cooperate with the investigation should be based upon on the merits of the case. This means that, after the local commission makes a good-faith effort to locate the complainant and encourage their cooperation, the City's decision on the case should refer to the **relevant evidence** before the City and determine whether the evidence indicates that the complainant would prevail.

Closure papers must include local and state case numbers, and when cross filed with EEOC, federal case numbers as well. Payment may be denied if closure papers do not include case numbers.

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 reduced or no cost.

CITY OF DES MOINES

T. M. Franklin Cownie, Mayor

Date

Attest:

Diane Rauh, City Clerk

Date

Approved as to form:

Douglas Philip, Assistant City Attorney

IOWA CIVIL RIGHTS COMMISSION

Ralf Rosenberg, Director

Date