

MEETING DATE: 2/16/21

ITEM: 10E

AGENDA ITEM SUMMARY

Subject: Renew 28E Agreement between the Iowa Department of Inspections and Appeals and the Charles City Housing & Redevelopment Authority

Recommendation: Approve Resolution Number 19-21

Background Summary: The State of Iowa provides the housing department the opportunity to engage in an interagency agreement with the Department of Inspections and Appeals (DIA). The purpose is to provide assistance with fraud investigations under the Section 8 Voucher program and Public Housing program. The DIA works primarily with the Department of Human Services (DHS) on cases of suspected fraud. Because many times the families that are utilizing subsidized housing are also utilizing the programs offered by DHS, their fraud investigations cross over to the housing programs. Unless there is a current 23E agreement they can't release information and work with us on the cases.

There is a fee for working the cases. The current fee is \$68.25 per hour but they will pro-rate the charge in cases where they are also investigating the family for DHS. This fee has not increased from last years. They are normally sent about three referrals a year directly from the Housing Department.

The main benefit provided by the agreement is that they have access to more information than we do. For instance, if there are suspicions that a family is not residing in their assisted unit, the DIA has access to the records to show what stores and which states the family is using their food stamp or EBT cards. They are also able to issue administrative subpoenas, in addition to filing civil judgements or criminal charges.

A copy of the agreement is attached for your review.

RESOLUTION NO. 19-21

RESOLUTION APPROVING RENEWAL OF THE AGREEMENT BETWEEN IOWA DEPARTMENT OF INSPECTIONS AND APPEALS AND CHARLES CITY HOUSING AND REDEVELOPMENT AUTHORITY

WHEREAS, the Charles City Housing and Redevelopment Authority had entered into an agreement with Iowa Department of Inspections and Appeals to aid in fraud investigations within the Charles City Housing programs, and

WHEREAS, the Iowa Department of Inspections and Appeals will bill for investigations conducted pursuant to this agreement at the initial rate of \$68.25 per hour, modified annually, and

WHEREAS, said Agreement becomes effective March 1, 2021 and will expire February 28, 2022 and may be renewed for up to five years in increments of one-year periods, and

WHEREAS, said Agreement has been reviewed by the City Attorney and found to be in proper form

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, meeting in regular session on this 16th day of February, 2021 that the Mayor and Clerk are hereby authorized and directed to execute an agreement with the Iowa Department of Inspections and Appeals for a contract for the period March 1, 2021 to February 28, 2022.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this 16th day of February, 2021.

Dean Andrews, Mayor

Attest:

Trudy O'Donnell, City Clerk

**INTERAGENCY AGREEMENT
BETWEEN
IOWA DEPARTMENT OF INSPECTIONS AND APPEALS
AND
CHARLES CITY HOUSING & REDEVELOPMENT AUTHORITY**

This agreement (Agreement) is entered into between the Iowa Department of Inspections and Appeals (DIA) and the Charles City Housing & Redevelopment Authority (CCHRA) pursuant to the authority of Iowa Code sections 28E.5 and 28E.12.

The parties hereto agree as follows:

Purpose: The purpose of this Agreement is to authorize the performance of Section 8 Voucher Program / Public Housing investigations of the Charles City Housing & Redevelopment Authority (CCHRA) by DIA.

Rights, Powers, and Responsibilities:

CCHRA agrees to:

1. Refer, in writing, investigations for CCHRA to DIA.
2. Approve, in writing, the inclusion of cases involving the CCHRA programs when multiple state, local or federal agencies are involved in an investigation.
3. Provide the following to DIA:
 - a. Access to all case records pertinent to the investigations being conducted.
 - b. Calculations of any overpayments that occurred on cases under investigation.
 - c. Leasing Housing Specialists or other appropriate staff that are required to testify in court about the Section 8 Housing Choice Voucher Program / Public Housing records and determinations of overpayment amounts.
4. Collect all civil and criminal overpayments.

DIA agrees to:

1. Investigate, obtain evidence, and prepare and submit investigative reports to county attorneys or federal prosecutors for criminal prosecution on behalf of CCHRA.
2. In criminal cases, request restitution through the courts on behalf of CCHRA for the amount of overpayment(s).
3. In civil or administrative cases, submit a copy of the investigative report to CCHRA for appropriate action.

Funding: DIA will bill CCHRA for investigations conducted pursuant to this Agreement at the initial rate of sixty-eight dollars and 25 cents (\$68.25) per hour, modified annually, by the thirtieth (or last day) of each month. CCHRA shall reimburse DIA within 30 days of receipt of a billing statement / invoice. If CCHRA denies any part of the invoice, CCHRA shall provide DIA with a detailed reason for the denial and give DIA the opportunity to provide further justification.

Duration: This Agreement shall be in full force and effect from March 1, 2021 to February 28, 2022, unless terminated earlier in accordance with the Termination section of this Agreement. CCHRA and DIA shall meet at least thirty (30) days prior to the expiration of this Agreement to determine renewal and any modifications to the Agreement, including but not limited to, funding.

Legal or Administrative Entity Created: No new legal or administrative entity is created by this Agreement.

Property: Nothing in this Agreement shall be deemed to effect any change with respect to the ownership of the real or personal property of either party to this Agreement.

Dispute Resolution: The parties to this Agreement shall attempt to mediate disputes that arise under this Agreement by engaging in mediation with a mutually agreed-upon mediator. Each party will bear fifty percent (50%) of the costs of such mediation. In the event the parties are unable to reach agreement during the mediation, the parties shall submit their dispute to binding arbitration as provided for in Iowa Code section 679A.19.

Filing and Recording: Copies of this Agreement shall be filed with the Secretary of State before the Agreement shall be in full force and effect, all pursuant to Iowa Code section 28E.8

Termination: Either party to this Agreement may terminate this Agreement without cause by providing the other party a written notice of intent to terminate this Agreement, at least thirty (30) days prior to the intended date of termination. The notice shall specify the reasons for termination and shall be delivered by U.S. Certified Mail to either party.

The undersigned hereby execute and enter into this interagency 28E Agreement. Each signatory represents that he/she has been authorized in accordance with state law to sign and bind the agency represented.

Larry Johnson Jr., Director
IOWA DEPARTMENT OF INSPECTIONS AND APPEALS

Dean Andrews, Mayor
CITY OF CHARLES CITY

Date

Date

