

REVISED AGENDA

CHARLES CITY HOUSING & REDEVELOPMENT AUTHORITY

AGENDA

January 18, 2018, 7:00 a.m.
at
501 Cedar Terrace South, Charles City, IA 50616

- I. Roll Call – Call Meeting to Order
- II. Public Comments
- III. Amend-Approve Minutes of December 21, 2017 1
- IV. Approval of Bills for January 2018 2
- V. Communications 3-10
 - 1. CFP Update
 - 2. Rehab Update
 - 3. Section 8 Funding/Utilization
 - 4. PHAS Preliminary Score
 - 5. Office Reception Area Remodel
 - 6. Conference/Training
 - 7. Monthly Rental Status Update
 - 8. End of Participation Tracker
- VI. Old Business
- VII. New Business
 - 1. Review Operating Reports 11-14
 - 2. Resolution 01-18 Approving Emergency Transfer Policy..... 15-22
 - 3. Accept Audit Report for FYE 06/30/2017..... 23-26
 - 4. Approve Replacement of Security Camera System..... 27
 - 5. Approve Contract for Feasibility Study for Capital Improvements..... 28-29
 - 6. Approve Renewal of Contract with the DIA 30-32
- VIII. Executive Director’s Report
- IX. Move to Adjourn

Next regular meeting scheduled for Thursday, February 15, 2018
7:00 a.m., CCHRA Office

MEETING DATE: 01/18/18

RE: Renewal of 28E Agreement with the Iowa Department of Inspections and Appeals

REQUESTED ACTION: Approve agreement with Department of Inspections and Appeals (DIA) to enable us to work jointly with them on fraud investigations.

Comments: If we would like to continue utilizing the DIA's services to assist us with some of our fraud investigations, we must renew the agreement. The proposed agreement is the same as the one we are currently operating under. The fees will also remain unchanged.

The main benefit to the agreement is that they have access to more information than we do. For instance, if we have someone we suspect is not living in their unit or residing in the state, they have 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 judgments or criminal charges. In addition, they have the authority to conduct unannounced home visits, which is helpful when we suspect that the program participant has an unauthorized person living in the assisted unit.

They also involve us in their own investigations when the subject of their investigation is also on one of our programs. In those cases, the fee will be prorated, and we will only be charged a portion of the fee. There were three cases in the past year where they identified fraud that we were not aware of.

**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, 2018 to February 28, 2019, 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.

Rodney A. Roberts, Director
IOWA DEPARTMENT OF INSPECTIONS AND APPEALS

Heidi Nelson, Executive Director
CHARLES CITY HOUSING & REDEVELOPMENT
AUTHORITY

Date

Date