



**INTERAGENCY AGREEMENT
BETWEEN
IOWA DEPARTMENT OF INSPECTIONS AND APPEALS
AND
MUSCATINE MUNICIPAL HOUSING AGENCY**

This agreement (Agreement) is entered into between the Iowa Department of Inspections and Appeals (DIA) and the Muscatine Municipal Housing Agency (MMHA) 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 Muscatine Municipal Housing Agency (MMHA) by DIA.

Rights, Powers, and Responsibilities:

MMHA agrees to:

1. Refer, in writing, investigations for MMHA to DIA.
2. Approve, in writing, the inclusion of cases involving the MMHA 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 MMHA.
2. In criminal cases, request restitution through the courts on behalf of MMHA for the amount of overpayment(s).
3. In civil or administrative cases, submit a copy of the investigative report to MMHA for appropriate action.

Funding: DIA will bill MMHA 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. MMHA shall reimburse DIA within 30 days of receipt of a billing statement / invoice. If MMHA denies any part of the invoice, MMHA 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. MMHA 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.

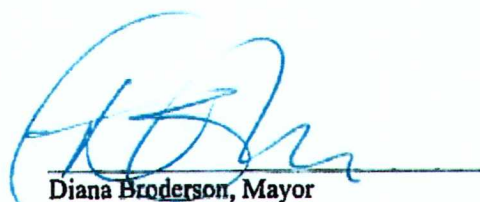
Filing and Recording: Copies of this Agreement shall be filed with the Secretary of State before the Agreement shall be in full force and effect, all pursuant to Iowa Code section 28E.8

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.

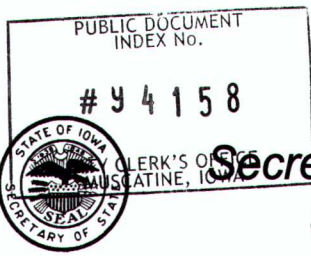
The undersigned hereby execute and enter into this interagency 28E Agreement. Each signatory represents that he/she has been authorized in accordance with state law to sign and bind the agency represented.


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

2-8-18
Date


Diana Broderson, Mayor
CITY OF MUSCATINE

2-1-18
Date



Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M510684

2/8/2018 10:47:17 AM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	The Iowa Department of Inspections & Appeals	State Agency	Polk
Party 2	Muscatine Municipal Housing Agency	City	Muscatine
Party 3			
Party 4			
Party 5			

*Enter "Other" if
not in Iowa

Item 2. The type of Public Service included in this agreement is: 140 Criminal Investigation
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: (please be specific)

For DIA to investigate administrative and criminal cases, obtain evidence, and prepare investigative reports on behalf of the Muscatine Municipal Housing Agency.

Item 4. The duration of this agreement is: (check one) ☒ Agreement Expires 2/28/2019 ☐ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? (check one)

☐ NO

☒ YES Filing # of the agreement: M509782

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: (optional)

LAST Name _____ FIRST Name _____

Title _____ Department _____

Email _____ Phone _____