

Date October 22, 2018

**RESOLUTION APPROVING 28E AGREEMENT FOR
PAYMENT OF ADMINISTRATION COSTS OF SECTION 8 PROGRAM**

WHEREAS, the City of Des Moines, Iowa Municipal Housing Agency (DMMHA) provides administrative services and funding for the U.S. Department of Housing and Urban Development (HUD) Housing Choice Voucher Program (Section 8) throughout Polk County; and

WHEREAS, Bondurant has residents that are recipients of Section 8 vouchers by which Bondurant receives the benefit of the DMMHA's Section 8 program services and funding; and

WHEREAS, the DMMHA has requested, and Bondurant has agreed to pay to the City of Des Moines, a portion of the DMMHA's annual deficit to administer the Section 8 program, which amount shall reflect the population of, and number of Section 8 program voucher recipients located in, Bondurant; and

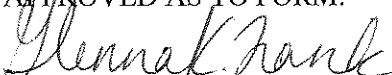
WHEREAS, a Chapter 28E Agreement for Housing Choice Voucher Program (Section 8) Administration Payment, as on file in the office of the City Clerk, has been negotiated by City of Des Moines staff and Bondurant and has been approved and executed by Bondurant.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, that the Chapter 28E Agreement for Housing Choice Voucher Program (Section 8) Administration Payment, by and between the City of Des Moines, Iowa, Municipal Housing Agency and Bondurant, is hereby approved; that the Mayor is hereby authorized and directed to execute said Agreement; and that the City Manager or his designee(s) are directed to administer said Agreement in accordance with its terms.

(Board Communication No. 18-532)

APPROVED AS TO FORM:

MOVED BY _____ TO APPROVE.



Glenna K. Frank, Assistant City Attorney

| M.H.G.B. ACTION | YEAS | NAYS | PASS | ABSENT |
|-----------------|------|------|------|--------|
| COWNIE | | | | |
| BOESEN | | | | |
| COLEMAN | | | | |
| GATTO | | | | |
| GRAY | | | | |
| MANDELBAUM | | | | |
| WESTERGAARD | | | | |
| TOTAL | | | | |

MOTION CARRIED APPROVED

Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City of Des Moines, Municipal Housing Agency Governing Board, 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

M-3

CHAPTER 28E AGREEMENT

By and Between City of Bondurant, Iowa, and City of Des Moines, Iowa, Municipal Housing Agency, For Housing Choice Voucher Program (Section 8) Administration Payment

September THIS AGREEMENT is entered into on this 4th day of September, 2018, by and between the City of Bondurant, Iowa, a political subdivision of the State of Iowa (hereafter "Bondurant"), and the City of Des Moines, Iowa, Municipal Housing Agency, a public housing authority (hereafter "City").

WITNESSETH:

WHEREAS, the City provides administrative services and funding for the U.S. Department of Housing and Urban Development (HUD) Housing Choice Voucher Program (Section 8) (hereafter "Section 8" or "Section 8 Program") throughout Polk County; and

WHEREAS, there are 6 recipients of Section 8 vouchers located in Bondurant as of the effective date of this Agreement by which Bondurant receives the benefit of the City's services and funding, which number of recipients may fluctuate; and

WHEREAS, the City has requested and Bondurant has agreed that Bondurant will pay a portion of the City's annual deficit to administer the Section 8 Program, which amount shall reflect the population of, and number of Section 8 Program voucher recipients located in, Bondurant, in accordance with the terms of this Agreement.

NOW THEREFORE, Bondurant and the City (hereafter jointly referred to as "the parties") do hereby agree as follows:

Article I - Joint Exercise of Powers Under Chapter 28E of the Code of Iowa

1. Purpose – Payment for Section 8 Program Administration. Pursuant to Chapter 28E of the 2016 Code of Iowa, the parties do hereby agree that the sole purpose of this Agreement is to provide payment to City for the costs expended by City in administering the Section 8 Program to recipients located within the jurisdictional limits of Bondurant.

2. Effective Date and Duration. Pursuant to Section 28E.5 of the Code of Iowa, the parties agree that this Agreement shall be effective upon its approval and execution by both parties and its recording with the Secretary of State; and that the duration of this Agreement shall be for a period of three (3) years or until terminated in accordance with Paragraph 14. Bondurant and the City by mutual agreement may extend the term of this Agreement consistent with the provisions set forth herein, but not for more than two (2) additional three (3) year terms each.

3. Designated Administrator. The parties hereby agree that the City Manager of the City of Des Moines shall be designated as the administrator of this Agreement as provided by Section 28E.6 of the Code of Iowa.

4. No Entity. No separate entity is hereby created.

5. Individual Responsibility. Each party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents hereunder.

6. Funding. The City shall be solely responsible for any and all costs and expenses that are directly and indirectly related to the Section 8 Program, other than the costs to be paid by Bondurant to reimburse the City for administration located within Bondurant's jurisdiction as set forth in this Agreement.

7. Administration. The City shall be solely responsible for all administrative functions related to this Agreement and related to the Section 8 Program.

8. Deficit. An annual deficit of administering the Section 8 program occurs when the funding received by the City from HUD for the Section 8 program is less than the costs incurred by the City to administer the Section 8 program. These costs include, but are not limited to, salary and benefit costs of the personnel who administer the program; contractual costs including auditing fees and indirect costs; management and bookkeeping fees; advertising expenses; administrative and general expenses; travel expenses; and insurance premiums ("Section 8 Administration Costs").

Article II – Section 8 Project Administration Payment

9. Funding and Reimbursement of Costs by Bondurant. Bondurant shall reimburse the City for a portion of the City's annual deficit of administering the Section 8 Program in an amount that reflects the population of, and the number of Section 8 vouchers administered in, Bondurant, as set forth in this Article.

10. Timing of Invoice and Payment. Beginning in January 2019 and annually thereafter, the City will send an invoice to Bondurant setting forth the amount owed to City, which invoice shall be due and paid by Bondurant no later than March 1 of the same calendar year.¹ The invoice shall include a detailed itemization of the Section 8 Administration Costs.

11. Calculation of Amount Owed. The amount owed by Bondurant to City shall be calculated annually for the duration of this Agreement as follows and as shown in the example set forth in Exhibit A hereto:

Fifty percent (50%) of the amount owed = relative population of Bondurant²
Plus Twenty-five percent (25%) of the amount owed = percentage of vouchers held by
Bondurant at midpoint of applicable fiscal year

¹ For example, an invoice provided in January 2019 shall be paid no later than March 1, 2019.

² To determine relative population of Bondurant, the number of residents of Bondurant stated in the latest U.S. Census Bureau is divided by the number of total residents in the greater Des Moines Metro area stated in the latest U.S. Census Bureau.

Plus Twenty-five percent (25%) of amount owed = percentage of vouchers held by Bondurant at end of applicable fiscal year

Equals Total Annual Amount Owed by Bondurant

Article III – General Provisions

12. Notices and Invoices. All notices, invoices, and payments which the parties are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices and invoices shall be deemed to be received by the party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed:

Notices to City:

City of Des Moines
c/o City Manager
400 Robert D. Ray Drive
Des Moines, IA 50309

Payments to City:

Des Moines Municipal Housing Agency
c/o Director
2309 Euclid Avenue
Des Moines, IA 50310

Notices and Invoices to Bondurant:

City of Bondurant
c/o City Administrator
200 2nd Street NE, Box 37
Bondurant, IA 50035

13. Declaration of Default and Notice. In the event that either party determines that the other party has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have thirty (30) calendar days from the date of its receipt of the notice of default to correct the default. If at the end of said thirty (30) calendar-day period the default has not, in the opinion of the aggrieved party, been corrected, that party may terminate the Agreement as provided in Paragraph 14 of this Agreement.

14. Termination.

A. Either party may terminate this Agreement for default by the other party by giving written notice of termination, following notice and right to cure as set forth in Paragraph 13 above.

B. The City may terminate this Agreement in the event that (1) federal funding of the Section 8 Program is reduced, delayed, or eliminated for any reason, and/or (2) the City no longer administers the Section 8 Program for any reason.

C. Bondurant may terminate this Agreement in the event that no Section 8 Program vouchers are granted within the jurisdictional limits of Bondurant for a consecutive 3-calendar year period.

D. In any such event as set forth above, termination shall be effective on the thirtieth (30th) calendar day following the giving of notice.

15. Interpretation. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

16. Entire Agreement. This Agreement represents the entire agreement between Bondurant and the City related to the Section 8 Program. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly approved and executed amendment to this Agreement.

17. Governing Law, Attorney Fees and Court Costs. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

18. Co-Partnership Disclaimer. It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing a partnership between the parties hereto, or as constituting either party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.

Signed on this _____ day of _____, 20_____.

**CITY OF DES MOINES, IOWA
MUNICIPAL HOUSING AGENCY**

ATTEST:

Diane Rauh, City Clerk

T.M. Franklin Cownie, Mayor

APPROVED AS TO FORM:



Glenna K. Frank
Assistant City Attorney

STATE OF IOWA)
) ss:
COUNTY OF POLK)

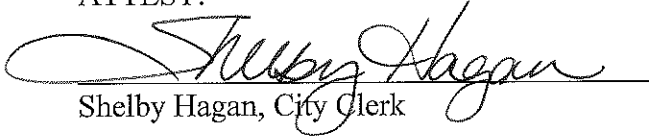
On this ___ day of _____, 2018, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared T.M. FRANKLIN COWNIE and DIANE RAUH, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Des Moines, Iowa, a municipal corporation; the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation and passed under Roll Call Number _____ of the Governing Board of the City of Des Moines, Municipal Housing Agency on the _____ day of _____, 2018, and that T.M. FRANKLIN COWNIE and DIANE RAUH acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

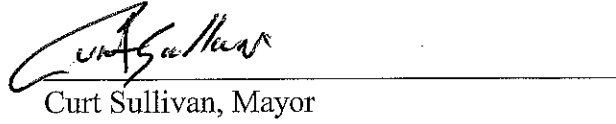
Notary Public in the State of Iowa

Signed on this 4th day of September, 2018.

CITY OF BONDURANT, IOWA

ATTEST:


Shelby Hagan, City Clerk


Curt Sullivan, Mayor

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 4th day of September, 2018, before me a Notary Public in and for said County, personally appeared Curt Sullivan and Shelby Hagan to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Bondurant, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

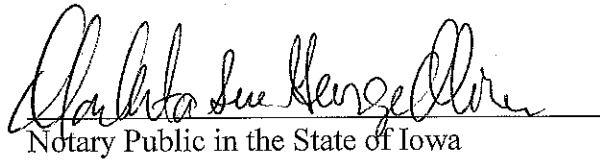

Notary Public in the State of Iowa



Exhibit A

| Population and Number of Section 8 Vouchers for Calculation | | | | | | |
|--|--------------------|---------|---------------------------|---------|---------------------|---------|
| | Population | | Section 8 Vouchers | | | |
| | Jul 1, 2016 | | Jan 1, 2017 | | Jun 30, 2017 | |
| | # | % | # | % | # | % |
| City A | 17,938 | 5.60% | 50 | 1.93% | 60 | 2.31% |
| City B | 58,627 | 18.30% | 80 | 3.09% | 80 | 3.08% |
| City C | 5,796 | 1.81% | 10 | 0.39% | - | 0.00% |
| City D | 17,546 | 5.48% | 20 | 0.77% | 30 | 1.15% |
| City E | 4,983 | 1.56% | 130 | 5.02% | 130 | 5.00% |
| Outside DSM | 104,890 | 32.74% | 290 | 11.20% | 300 | 11.54% |
| Des Moines | 215,472 | 67.26% | 2,300 | 88.80% | 2,300 | 88.46% |
| Total | 320,362 | 100.00% | 2,590 | 100.00% | 2,600 | 100.00% |

Population used is the latest estimate from the US Census Bureau.

Voucher numbers supplied by Des Moines Municipal Housing Agency at the mid-point and end of the fiscal year.

| Amount to be Billed to Each Municipality | |
|---|-------------------|
| Annual Section 8 Deficit: | \$ 100,000 |
| Allocated by Population (50%): | \$ 50,000 |
| Allocated by Mid Year Vouchers (25%): | \$ 25,000 |
| Allocated by Ending Vouchers (25%): | \$ 25,000 |
| City A | \$ 3,859 |
| City B | \$ 10,692 |
| City C | \$ 1,001 |
| City D | \$ 3,220 |
| City E | \$ 3,283 |
| Outside DSM | \$ 22,054 |
| Des Moines | \$ 77,946 |
| Total | \$ 100,000 |