

Memorandum
Community Economic Development Department



To: Randall Tweet, Interim City Manager
Subject: 2019 – 2024 Assessment of Fair Housing
Intergovernmental Agreement
Date: October 24, 2016

The cities of Rock Island, Moline, and Davenport are preparing to once again partner in an effort to complete the 2019-2024 Fair Housing document required by HUD. This will be the fourth "Analysis to the Impediments to Fair Housing" document completed through this partnership. HUD recently added an additional regional analysis component that will include the entire Metropolitan Statistical Area (MSA). This additional component has the potential to increase the cost of the Analysis by up to \$30,000.00. Due to the addition of the MSA component the Public Housing Authorities (PHA's) of Rock Island, Mercer, Henry, and Scott Counties have been invited to participate in the process. HUD has approved and is extremely supportive of the addition of the PHA's to the existing partnership.

The estimated cost of the entire process will range between \$60,000.00 and \$80,000.00. Due to the increased cost the three city CED representatives developed a financial arrangement that includes the PHA's. The cost share will not only help reduce the costs to the cities but also make the process affordable for the individual PHA's. At present the total cost will be divided in half between the three cities and the PHA's. The three cities will divide \$40,000.00 three ways at a cost to each city of \$13,333.00. The PHA's will divide the remaining \$40,000.00 five ways at a cost to each PHA of \$8,000.00. The total cost to each city and PHA will be spent over a two year period. The funding source for all the participants will be through the annual HUD-CDBG Administrative line item received through each of the cities and PHA's entitlement allocations.

The attached Intergovernmental Agreement has been vetted and approved by Rock Island City Attorney, David Morrison.

RECOMMENDATION:

That Council approve the Intergovernmental Agreement and authorize execution of said agreement by the Mayor.

Submitted by: Colleen Small-Vollman, Budget and Grants Coordinator
Thomas G. Ayers, Interim CED Director

Approved by: Randall Tweet, Interim City Manager

**COLLABORATION & INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITIES OF MOLINE AND ROCK ISLAND, ILLINOIS, CITY OF DAVENPORT IOWA
AND THE PUBLIC HOUSING AUTHORITIES IDENTIFIED IN ATTACHMENT
FOR
THE 2019 – 2024 ASSESSMENT OF FAIR HOUSING**

This agreement among the City of Moline, Illinois, a municipal corporation, (hereinafter “Moline”), the City of Rock Island, Illinois, a municipal corporation, (hereinafter “Rock Island”), and the City of Davenport, Iowa, a municipal corporation, (hereinafter “Davenport”), and list of six Public Housing Authorities identified in Attachment A (hereinafter PHAs) in consideration of the cost share identified, the mutual promises and covenants exchanged herein and in accordance with all appropriate Iowa and Illinois constitutional and statutory sections related to the enactment or adoption of intergovernmental and collaboration agreements hereby enter into the following agreement.

WHEREAS, the City of Davenport is a consolidated plan program participant with a program year start date of July 1 and the next 5-year consolidated plan cycle will begin in July 2020; and

WHEREAS, the City of Moline is a consolidated plan program participants with a program year start date of January 1 and the next 5-year consolidated plan cycle will begin in January 2020; and

WHEREAS, the City of Rock Island is a consolidated plan program participant with a program year start date of April 1 and the next 5-year consolidated plan cycle will begin in April 2018; and

WHEREAS, the PHAs as identified in Attachment A are public housing authorities with fiscal years and next 5-year plan cycles beginning as identified in Attachment A; and

WHEREAS, the Program participants are subject to the affirmatively furthering fair housing requirements found at 24 CFR 5.150 through 5.180 and required to submit an Assessment of Fair Housing (AFH);

WHEREAS, the AFH requires an analysis of a region’s Core Based Statistical Area (CBSA) for the entitlements and PHA’s which includes Scott County Iowa, Rock Island, Mercer, and Whiteside Counties in Illinois; and

WHEREAS, the Program Participants wish to collaborate to submit the AFH.

NOW THEREFORE, it is agreed among the parties hereto that:

LEAD ENTITY

The City of Davenport will serve as the lead entity of the collaboration and will be responsible for submitting the regional AFH on behalf of all the collaborating Program Participants.

PROGRAM YEAR ALIGNMENT

Alignment of program year(s) and fiscal years(s) is not possible. As such, the AFH will be submitted in accordance with the lead entity’s (City of Davenport) next 5-year consolidated plan program year start date of July, 2020. The AFH will be submitted by October, 2019.

ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

The City of Davenport will serve as the lead entity and as such will, after consultation with Program Participants, issue an RFQ to obtain the services of a consultant. Each Program Participant will be responsible for providing information, data, assisting with public input meetings, etc. as required by the consultant and identified in the agreed upon scope of work.

WITHDRAWAL

Prior to the selection of the consultant a Program Participant may withdraw from the collaboration. However, once the consultant is chosen, scope of work identified and financial obligation of each program participant identified, a participant will be held responsible, as stated in the contract, for their share of the cost of the AFH. Participants are to submit, in writing withdrawing from the regional AFH to the lead entity. Participants are also responsible for notifying HUD of their decision to withdraw.

SPECIAL CONDITIONS

In consideration of the mutual covenants and promises herein contained, the Program Participants hereby agree as follows:

1. The recitals hereto are incorporated herein by this reference thereto as if fully set out herein.
2. The City of Davenport will serve as the lead entity of the collaboration and the AFH will be submitted (by October 1, 2019) in accordance with Davenport's next five year plan program year start date of July 1, 2020; and
3. The City of Davenport will pay consulting cost for which the City of Davenport will be reimbursed from the Program Participants. At this time the cost of the AFH is estimated to be in the range of \$80,000. The cost of the AFH will be divided as follows: The three entitlements splitting 50% of the estimated cost, or approximately \$13,350 each and the six Public Housing Authorities splitting 50%, or approximately \$6,650 each. It is anticipated that payments to the consultant may be arranged to fall over two fiscal years for participants. If the selected consultants estimated proposal exceeds \$80,000 the collaborators retain the right to revise the scope of work to reduce the consultant costs associated with the AFH.
4. Each section of this Agreement and each sentence, clause or phrase contained in such section shall be considered severable and, if for any reason, any section or sentence, clause or phrase contained in such section is determined to be invalid or contrary to any existing or future laws, such invalidity shall not impair the operation of or affect that portion of this Agreement which is valid.
5. This instrument contains the sole agreement of the parties hereto and all prior negotiations or correspondence shall be deemed merged into this

Agreement; and the terms of this Agreement shall govern the rights of the parties exclusively.

6. This Agreement shall be governed by the laws of the State of Iowa, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Scott County, Iowa, or federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.
7. The roles/responsibilities of the collaborating program participants will be identified as part of the agreement with the consultant.
8. Program participants will be responsible for ensuring that their jurisdiction's analysis, priorities, and goals are sufficient and suitable for inclusion in the AFH. In addition, program participants will collaborate and provide input on joint goals and priorities to be included in the AFH. The scope of the responsibilities to be carried out by the participants, individually and jointly, will ultimately be established during negotiations regarding the specific scope of work with the selected consultant.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this agreement.

WAIVER

A Program Participant's failure to act with respect to a breach by another Program Participant does not waive its right to act with respect to subsequent or similar breaches. The failure of the Program Participant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates as indicated.

CITY OF DAVENPORT, IOWA,
a municipal corporation:

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Date

CITY OF MOLINE, ILLINOIS,
a municipal corporation:

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Date

City OF ROCK ISLAND, ILLINOIS, a municipal corporation:

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Date

Attachment A

Contacted Public Housing Authorities	Fiscal year	Next 5-year plan	Collaborating
Office of Assisted Housing – Davenport Iowa	July 1	July,2021	yes
Mercer County Housing Authority		October, 2020	yes
Moline Housing Authority			yes
Rock Island Housing Authority			yes
Greater Metropolitan Area Housing Authority of RI County			yes
Henry County Housing Authority			yes

