

## MEMORANDUM

Date: June 22, 2026  
To: Finance and Personnel Committee  
From: Owen Carter, Deputy Director of Program Operations for Health & Human Services  
Re: Acceptance of Rockford Housing Authority (RHA) Agreement

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Health & Human Services Department/Community Services Division is seeking City Council approval to enter into an Intergovernmental Agreement (IGA) with Rockford Housing Authority (RHA) in the amount to be determined per weatherized scattered site unit. The agreement does NOT require a cost match. The agreement term is from the date of execution, with a potential one-year extension.

### **The Agreement Purpose**

To provide weatherization services and measures on Rockford Housing Authority's scattered-site properties, reducing energy costs.

### **How Agreement Funds Will Be Used**

The agreement provides that Rockford Housing Authority will facilitate Weatherization services and measures on their scattered site properties, reducing their low-income clients' energy costs. The Community Services Division will finalize completed work in adherence with the Illinois Home Weatherization Assistance Program to reimburse the Rockford Housing Authority (RHA). The agreement does NOT require the City to bear any additional costs.

**COMMITTEE REPORT**

**TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:**

Council Members:

The Committee on Finance and Personnel having received a request hereby begs leave to report recommending **approval/denial** of the Intergovernmental Agreement between the Rockford Housing Authority and the City of Rockford Human Services Department. The Legal Director shall prepare the appropriate ordinance.

\_\_\_\_\_  
Kevin Frost (Chair)

\_\_\_\_\_  
Chad Tuneberg (Vice chair)

\_\_\_\_\_  
Frank Beach

\_\_\_\_\_  
Dawn Granath

\_\_\_\_\_  
Jaime Salgado

Frost:	Ayes:___	Nays:___	Absent:___
Tuneberg:	Ayes:___	Nays:___	Absent:___
Beach:	Ayes:___	Nays:___	Absent:___
Granath:	Ayes:___	Nays:___	Absent:___
Salgado:	Ayes:___	Nays:___	Absent:___

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CITY OF ROCKFORD AND ROCKFORD HOUSING AUTHORITY  
FOR WEATHERIZATION PROGRAM SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** (“AGREEMENT”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between the City of Rockford, a municipality and body politic of the State of Illinois (hereinafter referred to as “CITY”), and the Rockford Housing Authority, a municipal corporation (hereinafter referred to as “RHA”).

**RECITALS**

**WHEREAS**, the City and RHA are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS §220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

**WHEREAS**, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS § 220/1, *et seq.*, authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities: and

**WHEREAS**, the City and RHA additionally are “units of local government”, as defined in Article VII, Section I, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

**WHEREAS**, the RHA has entered into an Energy Services Agreement pursuant to 24 C.F. R. Section 990 et.al. with Johnson Controls Inc. (hereinafter referred to as “Johnson Controls”) whereas Johnson Controls provides the RHA with certain energy conservation measures for the RHA; and

**WHEREAS**, the RHA entered into Energy Audit Agreement with Johnson Controls on August 28, 2023 which agreement extended the Energy Services Agreement to include energy conservation measures to RHA scattered site units such as weatherization services and measures; and

**NOW THEREFORE**, in consideration of the covenants and mutual agreements contained herein, the parties agree as follows:

I. **AUTHORITY**

This Agreement is entered into between the City and the RHA pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq) the Housing Authorities Act (310 ILCS 10/1 et.seq.) and the Housing Cooperation Act (310 ILCS 15/1 et. seg.)

II. **PURPOSE AND OBJECTIVE(S)**

- a. To facilitate Weatherization services and measures on RHA scattered site properties thereby reducing energy costs for low-income households.
- b. To appropriate respective obligations of the parties to this Agreement for the above described services and measures.

III. TERMS OF THE AGREEMENT

a. The CITY agrees:

- i. To reimburse eligible expenses for Weatherization Program services and measures made in connection to and in conjunction with the Illinois Home Weatherization Assistance Program (IHWAP) to Johnson Controls, the primary contractor for the RHA.

b. The RHA agrees:

- i. To ensure their contractor (Johnson Controls) adheres to all provisions of the Illinois Home Weatherization Assistance Program as provided in the most current IHWAP Field Standards Manual provided by the Illinois Department of Commerce & Economic Opportunity (DCEO) and complies with all relevant City of Rockford ordinances.
- ii. To ensure that their contractor (Johnson Controls) adheres to the prescribed market analysis presented by DCEO.
- iii. RHA shall ensure their contractor (Johnson Controls) submit documentation of eligible expenses satisfactory to the City with each request for reimbursement which shall be approved by the City and RHA.

IV. INDEMNIFICATION

RHA shall hold harmless and indemnify the City from any claims, losses, damages, judgments, liabilities, costs, expenses, or obligations including but limited to attorneys' fees and expenses, arising out of or resulting from RHA or its Contractor's errors, omissions, negligence, or misconduct related to the IHWAP.

V. EFFECTIVE DATE

This Agreement shall commence on the date of execution by all parties and is eligible for a single year extension as agreed in writing by all parties.

VI. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure of the benefit of the parties hereto and their respective successors and assigns.

VII. EXTENT OF AGREEMENT

This Agreement represents the entire Agreement between the City of Rockford and the Rockford Housing Authority and supersedes all prior negotiations, agreements and representations, either written or oral. None of the provisions of this Agreement may be waived, changed or modified except by an instrument, in writing duly executed by all parties hereto.

CITY OF ROCKFORD, IL

ROCKFORD HOUSING AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name/Title:

Printed Name/Title:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

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