



COUNTY ADMINISTRATOR
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ANN ARBOR, MICHIGAN 48107-8645
(734)222-6850
FAX (734)222-6715

TO: Wesley Prater, Chair
Ways & Means Committee

FROM: Robert E. Guenzel
County Administrator

DATE: September 1, 2004

SUBJECT: Eviction Prevention

BOARD ACTION REQUESTED:

Washtenaw County Administration requests the Board of Commissioners to appropriate \$100,000 as a challenge grant for eviction prevention. The County will challenge the community to raise an additional \$100,000.

BACKGROUND:

In 2002, through the Washtenaw Human Services Collaborative Council (HSCC) a group of agencies gathered because too many families and individuals were faced with unnecessary barriers when trying to access human services in our community. The group concluded that the best way to service those in need would be to first break down unnecessary barriers within our existing systems. They formed the Barrier Busters, a group with a simple purpose "To establish a system for the reduction of barriers and the resolution of urgent or crisis situations between participating agencies."

The Barrier Busters agreed that to move forward with their purpose they would identify one person at each agency who would serve as a "Barrier Buster." This person would be able to cut through administrative barriers and efficiently address situations in which, a consumer is in an unresolved crisis that presents an immediate danger to their health and/or safety; repeated, recent requests for services have gone unanswered or; a consumer's request has bounced from agency to agency with each agency indicating that the other is responsible.

Through the work of the Barrier Busters and outcomes from the Washtenaw County Eviction Prevention Summit, one barrier to effective services has been found to persistently present itself, eviction prevention dollars. Gathering the funds needed to prevent an eviction and thus homelessness was a difficult, time consuming, inefficient process leaving many people to fall through the cracks. As a result, the Barrier Busters along with other service providers, community members and landlords have created a

streamlined solution to avoidable eviction and unnecessary homelessness. Barrier Busters has created a program with a fund that will specifically address eviction prevention. The following is a program description.

Program Purposes:

- (1) To reduce evictions based primarily on financial circumstances of tenants
- (2) To assist people with bad credit and high risk rentals to achieve housing

Program Services:

- (1) Money for past due rent, first and last month's, security deposits, etc will be available for individuals based on referral from landlords and/or social service agencies
- (2) Financial assessment completed by Barrier Buster
- (3) Financial counseling provided by MSU Extension, required for some based on financial assessment, optional for others
- (4) Social Service assessment completed by Barrier Busters, referrals made for needed social services to retain, secure tenancy
- (5) Repayment of Barrier Buster Eviction Reduction funds negotiated with tenant over a period time to assist with revolving nature of fund
- (6) Additional emergency need funding (utility assistance, food, medication, etc) available from Barrier Buster Emergency needs funds.

Program Process for Landlords:

- (1) Landlords can call one of three Barrier Busters and will receive a call back with assistance within in 24 hours: Community Support and Treatment Services (CSTS)
- (2) The Eviction Prevention Specialists from Barrier Busters, can solve the problem directly if appropriate and/or refer the crisis to another Barrier Buster if the referred consumer is already linked to an agency. However, the person receiving the initial call is responsible for follow up with the landlord to insure responsiveness of the system
- (3) Determination of Barrier Buster support will be completed within 24 hours and the landlord informed of the results. If Barrier Busters can assist the individual/family, a check will be made available to the landlord within 48 hours of their call.

DISCUSSION:

The Board of Commissioners has made housing initiatives a priority. Additionally, the Board has made addressing root causes a guiding principle. To that end, the HSCC would like to address both of these issues by creating an Eviction Prevention Fund.

The Ann Arbor Area Community Foundation is the fiduciary for the Barrier Busters fund.

The eviction prevention dollars will be held within the Barrier Busters fund. The money from the County will act as a challenge grant to the Community. The contract for the money from the County will be contingent upon the Community raising \$100,000.

CONFORMITY TO COUNTY POLICIES:

This action conforms to all related county policies and procedures.

PROFESSIONAL SERVICE CONTRACT
Ann Arbor Area Community Foundation

AGREEMENT is made this _____ day of _____, 2004, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and the Ann Arbor Area Community Foundation, 201 South Main St., Suite 501, Ann Arbor, MI 48104 ("Consultant").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will be the fiduciary for the Barrier Busters group who will reduce evictions based primarily on financial circumstances of tenants and will assist people with bad credit and high risk rentals to achieve housing.

The Barrier Busters Group shall challenge community stakeholders to raise \$100,000 that shall be match by the County as outlined in Article II – Compensation.

ARTICLE II - COMPENSATION

The County shall pay the Contractor in the amount of \$100,000 upon the fulfillment of the challenge grant match of \$100,000 by the community stakeholders.

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to the County Administrator or his designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Consultant, the County may review any of the Consultant's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on September 1, 2004 and ends on the receipt of the \$100,000 match by Community Stakeholders.

ARTICLE V - PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Consultant will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII - INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the County Administrator's Office with certification of insurance

evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.09 per hour with benefits or \$10.66 per hour

without benefits. Consultant agrees to comply with this Ordinance in paying its employees. Consultant understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2003 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Consultant thirty (30) days written notice of such change. Consultant agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - EQUAL ACCESS

The Consultant shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Consultant, their successors and assigns. Neither the County nor the Consultant will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Consultant is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Consultant, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Peggy M. Haines (DATE)
County Clerk/Register

By: _____
Robert E. Guenzel (DATE)
County Administrator

CONSULTANT

APPROVED AS TO FORM:

By: _____
Cheryl Elliot (DATE)
Ann Arbor Area Community Foundation

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

A RESOLUTION AUTHORIZING THE ADMINISTRATOR TO SIGN THE CONTRACT WITH THE ANN ARBOR COMMUNITY FOUNDATION IN THE AMOUNT OF \$100,000 FROM THE HOUSING CONTINGENCY FUND BALANCE AS A CHALLENGE GRANT FOR AN EVICTION PREVENTION PROGRAM INITIATIVE OF THE BARRIER BUSTER'S GROUP

WASHTENAW COUNTY BOARD OF COMMISSIONERS

SEPTEMBER 1, 2004

WHEREAS, in 2002, through the Washtenaw Human Services Collaborative Council (HSCC) a group of agencies gathered because too many families and individuals were faced with unnecessary barriers when trying to access human services in our community; and

WHEREAS, the group concluded that the best way to service those in need would be to first break down unnecessary barriers within our existing systems; and

WHEREAS, they formed the Barrier Busters, a group with a simple purpose "To establish a system for the reduction of barriers and the resolution of urgent or crisis situations between participating agencies."; and

WHEREAS, through the work of the Barrier Busters and outcomes from the Washtenaw County Eviction Prevention Summit, one barrier to effective services has been found to persistently present itself, eviction prevention dollars; and

WHEREAS, gathering the funds needed to prevent an eviction and thus homelessness was a difficult, time consuming, and inefficient process leaving many people to fall through the cracks; and

WHEREAS, as a result, the Barrier Busters along with other service providers, community members and landlords have created a streamlined solution to avoidable eviction and unnecessary homelessness; and

WHEREAS, the Board of Commissioners has made housing initiatives a priority; and

WHEREAS, one of the County's Guiding Principles is to focus on the root causes of problems by aggressively pursuing prevention strategies; and

WHEREAS, the County would like to use \$100,000 from the Housing Contingency fund as a challenge grant to local businesses; and

WHEREAS, the Ann Arbor Community Foundation will serve as the fiduciary agent on behalf of the Barrier Busters Group challenge the private sector to match this allocation; and

WHEREAS, the County will not expend any funds to this initiative until the challenge match from the private sector is met; and

WHEREAS, this matter has been reviewed by Corporation Counsel, the Finance Office, the County Administrator's Office and the Ways & Means Committee

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby authorizes the Administrator to sign the contract with the Ann Arbor Community Foundation in the amount of \$100,000 from the housing contingency fund balance for an Eviction Prevention Program initiative of the Barrier Buster Group, as on file with the County Clerk

BE IT FURTHER RESOLVED that the Board of Commissioners directs the County Administrator not to expend the \$100,000 to the Ann Arbor Community Foundation until the private sector match has been met.