



COUNTY ADMINISTRATOR  
220 NORTH MAIN STREET, P.O. BOX 8645  
ANN ARBOR, MICHIGAN 48107-8645  
(734) 222-6850  
FAX (734) 222-6715

TO: Jeff Irwin  
Chair, Ways & Means Committee

THROUGH: Robert E. Guenzel  
County Administrator

FROM: Amy Klinke  
Director, Office of Community Development

DATE: August 30, 2006

SUBJECT: Renew Contract with City of Ann Arbor for Management Services for  
the Office of Community Development

Board Action Requested:

The Office of Community Development is requesting that the Board of Commissioners approve a revenue contract with the City of Ann Arbor in the amount of up to \$68,000 per year in Community Development Block Grant (CDBG) funds to pay for management services and \$25,560 per year to pay for office space for the joint City/County Office of Community Development for a term of two years October 1, 2006 to September 30, 2008. This amount represents half of the projected salary and benefits for the Office of Community Development (OCD) Director position.

Background:

In November 2003, as part of the Community Services Area reorganization at the City of Ann Arbor, a design team of City and County managers was formed to study coordination between the Ann Arbor Community Development Unit and the Washtenaw County Department of Planning and Environment. These separate units were responsible for administering CDBG and HOME programs within their respective geographic areas. In addition, both were accountable for granting general fund dollars to non-profit housing and human services providers.

After reviewing the functions of both community development units, the design team concluded in April 2004 that bringing together County and City staff under one roof would be an important first step in increasing the impact of these housing and human services funds in the community. A joint manager would supervise the two units in a single office, while retaining separate funding and current employment assignments.

Below is a list of many of the successes that the joint City-County OCD has experienced since its creation.

Joint Human Services application:

The Funder's Forum, a consortium of both private and public organizations that represents the major funding sources for non-profits in the community, led an initiative to provide a single, seamless, online Request For Proposal (RFP) process. The Office of Community Development is one of the larger funders in the consortium, accounting for over \$2 million in non-profit funding. This browser-based system, which went live in January 2005 (<http://communitygrants.org>), enables non-profits to submit *one* grant application to *all* funders, maintain an online profile of their organization, and conduct their grant tracking and reporting functions online, any time. The impact of this initiative in terms of improved customer service, reduced paperwork, and overall efficiency, is immeasurable. The following partners currently use the online grant system:

- Office of Community Development, City of Ann Arbor & Washtenaw County
- Ann Arbor Area Community Foundation
- The Knight Foundation
- Pfizer
- Washtenaw Community Health Organization
- Washtenaw County's Not-For-Profit and Children's Well-Being funding

The local office of the State of Michigan Department of Human Services and the United Way of Washtenaw County have since expressed interest in participating as well.

#### WAHC refinancing and reorganization:

The non-profit Washtenaw Affordable Housing Corporation (WAHC) has experienced challenges over the years in the areas of leadership and financial capacity. In December 2004, realizing that WAHC is an important partner; the OCD spearheaded an effort to ensure the success of this struggling agency. After several months of intensive coaching, direction, and assistance, WAHC has now hired a full-time executive director with a strong background in affordable housing, and has taken strides toward restructuring their financial capacity to enable them to meet the needs of the community. The OCD's ability to draw upon the strengths of two organizations, as well as to articulate both the City's and the County's requirements in a unified and coordinated way, were critical contributors to the outcome of this project.

#### LISC Technical Assistance:

The City and the County pooled their resources (\$50,000 each) to establish a local office of the Local Initiative Support Corporation (LISC). LISC provides assistance to non-profits in a number of different technical areas, a service whose absence was sorely noted. In the relatively short amount of time since arriving, LISC has intensively worked with many of the housing non-profits to increase their financial and real estate development capacity. Through this work, LISC has given \$1,225,879 in loans to our local non-profits for affordable housing and \$65,000 in grants to help build capacity. In addition, LISC has actively participated in the housing needs assessment, Ypsilanti Healthy Food Access Initiative, and the Blueprint to End Homelessness.

This partnership has been pivotal in assisting the OCD to help increase the capacity and the production of our local housing non-profits.

#### Hurricane Katrina Response:

When Hurricane Katrina hit the southern gulf states, Governor Granholm invited up to 10,000 hurricane survivors to come to the State of Michigan for either temporary or long-term shelter. The OCD immediately assumed a leadership role as a representative of both the City and the County to ensure free housing for survivors as well as coordinated case management services. The OCD was able to identify and help place over 100 families in both short- and long-term housing situations.

#### Non-profit capacity building monthly partnership meeting:

Since the inception of the joint City-County OCD monthly partnership meetings with the Michigan State Housing Development Authority (MSHDA) and LISC have occurred to discuss local non-profit capacity building. These monthly meetings have led to a greater degree of partnership and collaboration among these organizations and our local housing non-profits.

#### Housing Needs Assessment:

The OCD is in the process of completing an Affordable Housing Needs Assessment. The document will provide a detailed look at demographic trends in Washtenaw County; examine current housing conditions; analyze how these trends, laws, and local ordinances affect affordable housing development; and provide a tool for decision makers to more effectively implement regional planning to develop and maintain appropriate levels of affordable housing. The OCD was able to leverage funds from the City of Ann Arbor, Washtenaw County, Ann Arbor Downtown Development Authority, Ann Arbor Area Community Foundation and the Ann Arbor Apartment Association to fund this assessment. This assessment will take a truly regional approach to understanding the needs of affordable housing in our community, which provides the fundamental basis for a cohesive, comprehensive plan for addressing those needs.

In addition, the Needs Assessment created an opportunity for the County and City GIS programs to work together to create a tool so the information that is gathered will be able to be used online through a joint City/County GIS program. Again, this partnership is invaluable as the two organizations move forward with more regional planning efforts.

#### Relocation of the former YMCA Residents:

In October 2006, the former YMCA building, which contained 100 units of Single Resident Occupancy units available to low income individuals, became unlivable. The City owned the building where 90 individuals were living. The residents were temporarily relocated to a Motel 6 until a permanent housing solution could be found.

The City located an apartment complex that had the vacancy to meet the needs of the residents, but needed a partner to manage the tenants and to provide some sort of support services. The OCD was able to build on their relationship with the Washtenaw Community Health Organization (WCHO), an affiliate of Washtenaw County, to create a partnership. This partnership provides support and property management services to the residents for the same price that the YMCA paid for the services to residents when they lived at the former YMCA. The services provided through the WCHO include a full-time, masters-level social worker, support groups held onsite, and 24/7 onsite management.

#### Cross-Functional Operations:

##### Business planning

- The OCD has established a single business plan that reflects the needs of the City of Ann Arbor and Washtenaw County
- The OCD shares one fiscal analyst who works with both the City and the County, and is responsible for both the City and the County budgets.
- The OCD has a partnership agreement between the City and the County for the Office of Community Development that allows staff to work on projects between the City and the County as needed to best meet the needs of the department

These collaborative ventures lay the groundwork for further partnership between the two organizations, which creates unprecedented efficiency and effectiveness in providing services to all citizens.

## **Discussion**

The attached contract with the City of Ann Arbor approves a two year contract and authorizes the receipt of up to \$68,000 per year to pay for one-half of a shared Office of Community Development Director position in FY 2006-2007 and FY 2007-2008.

Since both organizations provide similar programs and have similar goals, both the City and County administration anticipate there will be many areas where the combined knowledge of the City and County will provide a better understanding of community needs, streamline administrative processes, and encourage innovation in community programming and technical assistance to non-profits.

In addition, the City shares space in a County building. The attached lease authorizes the County to receive \$25,560 per year to pay for shared space for the Office of Community Development in FY 2006-2007 and FY 2007-2008.

Attachment: Contract with Washtenaw County  
Lease with Washtenaw County

CITY OF ANN ARBOR  
&  
COUNTY OF WASHTENAW  
Community Development Manager  
Service Agreement

This Service Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by and between the City of Ann Arbor, a Michigan municipal corporation with offices located at 100 N. Fifth Avenue, Ann Arbor, Michigan 48107 ("City"), and the County of Washtenaw ("County"), a Michigan municipal corporation with offices located at 220 N. Main Street, Ann Arbor, MI 48107.

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

**I. Term**

The term of this Agreement begins on October 1, 2006, and shall remain in effect until June 30, 2008, unless terminated by either party under this Agreement. Termination of the Agreement shall not have an effect on the obligations of either party incurred during the Term of the Agreement.

**II. Scope of Services**

A. The County will provide the City with competent personnel to perform the following service:

County will provide City with a Community Development Manager ("Manager"). Manager will supervise and manage the City of Ann Arbor Community Development Services Unit.

B. Manager's duties and responsibilities will be consistent with the Washtenaw County Job description entitled Community Development Director (Job Code 3444), attached as Exhibit A, and hereby incorporated herein. Duties performed for the County and County Commission in the County Job Description shall be performed for the City and City Council under this Agreement.

C. Manager will perform the duties and responsibilities of Community Development Manager for and on behalf of the City of Ann Arbor for 50% of all hours worked each City fiscal year.

D. The County will locate, interview, hire and provide to the City a Manager who is capable, to the City's satisfaction, of performing the services specified under this Agreement.

- E. The County will compensate Manager, maintain all required human resources and compensation records, compute Manager's compensation and withhold and pay all required employment taxes, pay all required worker's compensation, unemployment compensation, overtime and fringe benefits required by law or pursuant to County policy. County will also perform such other duties and obligations as required to comply with any and all applicable federal, state and local statutes, ordinances, rules and regulations, including without limitation the maintenance of appropriate workers compensation insurance, compliance with OSHA/MIOSHA requirements, and compliance with the Americans with Disabilities Act and State Handicappers Act.
- F. The County will provide the City with office space in the County facility located at 110 North Fifth Avenue, or another mutually agreeable location to be provided by the County, for all employees of the City's Community Development Services Unit. Said office space will be shared with Manager, and employees of the County working on community development activities.

### **III. Compensation**

The City will pay the County for services performed under this Agreement up to \$66,000 per year, to be paid based on 50% of the Manager's salary and benefits. Payment shall be made quarterly following receipt of an invoice submitted by the County and approved by the Community Services Area Administrator or the City Administrator's designee. Payment for services shall be made within 30 days of receipt of invoice.

It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the County may be entitled for services under this Agreement, except for rental payments under a separate lease agreement for the office space referred to in Section II, Paragraph F, above.

### **IV. Duties of Manager**

- A. The Manager will be responsible for the daily supervision of employees of the City Community Development Services Unit.
- B. The Manager will perform all services under this Agreement in accordance with all applicable rules, policies, procedures, and collective bargaining agreements of the City.
- C. The Manager will comply with all applicable United States Department of Housing and Urban Development (HUD) laws, regulations, rules and procedures regarding the administration of HUD HOME, Community Development Block Grant (CDBG), or other HUD grants or funds.

- D. The Manager will make decisions regarding the management of City employees, or the administration of the City Community Development Services Unit with the advice and consent of the Community Services Area Administrator, or other designee of the City Administrator.
- E. The Manager will maintain separate books, records and accounts for all funds administered by the City and County, as well as all HUD funds administered by the City and the County.
- F. Manager shall not disclose confidential information of the City to any County employee or other person, and will sign a Confidentiality Agreement, consistent with this provision, satisfactory to the City Attorney. Manager shall not disclose confidential information of the County to any City employee or other person.
- G. Manager shall advise the Community Services Area Administrator, or the City Administrator's designee of any media requests pertaining to City related business activity, generally or by FOIA request, for interviews, statements or other documents so that the most appropriate City official may provide a response to the request.

**V. Supervision of Manager**

- A. The Manager will be supervised by the Community Services Area Administrator, or the City Administrator's designee, for the City, and by the County Chief Operating Officer, or the County Administrator's designee, for the County.
- B. The Manager will report directly to the Community Services Area Administrator, or the City Administrator's designee, for City related business activity and to the County Chief Operating Officer, or the County Administrator's designee, for County related business activity.
- C. The Manager will also report indirectly to City Council for all City related business activity, and to the County Board of Commissioners for all County related business activity.
- D. The supervisors of Manager for City and County shall jointly set work priorities for the Manager.
- E. The Manager will keep time records showing the hours worked under this agreement. Time records must comply with timekeeping procedures of both the City and the County and must separate time spent on City and County business activities. All time records must be submitted to the City and County biweekly for review.

- F. Supervisor of Manager for City and County will jointly write and administer performance reviews for Manager.
- G. Manager will at all times remain an exclusive employee of the County.
- H. City and County will each pay 50% of all training costs for Manager, except for internal training offered by the City or County which shall be paid by the City or County respectively.

**VI. Manager's Supervision of City Community Development Services**

**Employees**

- A. Manager will supervise, evaluate and discipline employees of the City Community Development Services Unit employees in accordance with all rules, policies, procedures, and collective bargaining agreements of the City.
- B. County policies applicable to City employees working in County facilities, including, but not limited to, Washtenaw County Internet & E-mail Policy and Washtenaw County Ergonomic Furniture Policy are subject to review by the City Administrator and the City Attorney.
- C. City employees will continue working under City hours of operation.
- D. City and County employees under the supervision of Manager shall keep time records indicating time administering HUD funds and HUD funded projects. Separate records shall be maintained for all activities funded by City-administered and County-administered HUD funds.
- E. City and County employees under the supervision of Manager shall keep time records indicating any time, if any, working on joint City and County projects, or indicating time assisting employees from the other respective department or service unit.

**VII. Written Policies**

City will provide County and Manager with written statements of applicable policies and procedures regarding services under this Agreement. County will provide City with written statements of applicable policies and procedure. Such policies will comply with all federal, state and local governmental laws and regulations, and applicable collective bargaining agreements.

**VIII. Conflict of Interest**

On matters that could involve an actual or perceived conflict of interest between the City and County, Manager shall disclose all pertinent facts relating to the potential conflict to the Community Services Administrator or City Administrator's designee, and the County Chief Operating Officer or the County Administrator's designee, who will advise Manager regarding resolution of the conflict.

**IX. Ownership of Documents and Publication**

ALL DOCUMENTS RELATED TO CITY BUSINESS DEVELOPED AS A RESULT OF THIS AGREEMENT ARE THE PROPERTY OF THE CITY OF ANN ARBOR AND WILL BE AVAILABLE TO THE PUBLIC IN CONFORMANCE WITH THE MICHIGAN FREEDOM OF INFORMATION ACT. DURING THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, THE COUNTY WILL BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE DOCUMENTS WHILE THEY ARE IN ITS POSSESSION OR THE POSSESSION OF ANY COUNTY EMPLOYEE AND MUST RESTORE THE LOSS OR DAMAGE AT ITS EXPENSE, UNLESS THE LOSS OR DAMAGE IS CAUSED BY A CITY EMPLOYEE.

**X. Compliance with Laws and Regulations**

The County agrees to comply at its own expense with all health, safety, and work laws, regulations, directives, and rules, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act. City and County employees will continue to follow their respective policies regarding the reporting of accidents and incidents involving employees.

**XI. Manager Compensation & Taxes**

County accepts exclusive liability for Manager compensation and benefits for services performed under this agreement. County accepts exclusive liability for all applicable payroll taxes, including social security, federal, state and city income tax withholding, federal and state unemployment taxes, and any penalties and interest on such payroll taxes, resulting from amounts paid to any persons used by County in performing Services under this Agreement. Such persons will in no event be the employees of the City. County agrees to indemnify City from any and all taxes under Section 4980B of the Internal Revenue Code and any penalties and interest thereon, resulting from failure of County to satisfy the continuation coverage requirements provided in Section 4980B of the Internal Revenue Code with respect to County's group health plans, if any, applicable to persons used by County in performing services under this agreement. County must pay all income, single business, sales, use, property, and any other taxes, assessments and fees arising out of County's performance of services under this Agreement, and must indemnify City for all such taxes, assessments and fees and any penalties and interest on such taxes, assessments and fees levied against City or which City may be required to pay.

**XII. Equal Access**

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

**XIII. Equal Employment Opportunity**

In providing services under this Agreement the County 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 County acknowledges that the County and the City have adopted affirmative action ordinances and/or policies to eliminate discrimination based on sex, race, sexual orientation, 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 County agrees to post notices containing their 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 City, 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.

**XIV. Indemnification**

The County shall indemnify and hold the City harmless from and against all actions, liabilities, demands, costs, and expenses, including court costs and attorney fees, which may arise due to the County's negligent, grossly negligent and/or intentional acts under the Agreement. The County shall also indemnify the City for acts of the Manager in her supervisory capacity.

The City shall indemnify and hold the County harmless from and against all actions, liabilities, demands, costs, and expenses, including court costs and attorney fees, which may arise due to the City's negligent, grossly negligent and/or intentional acts under the Agreement.

THIS SECTION IS NOT INTENDED, AND SHALL NOT BE CONSTRUED, TO WAIVE OR LIMIT ANY IMMUNITY DEFENSE WHICH THE RESPECTIVE GOVERNMENTAL ENTITY MAY HAVE INCLUDING BUT NOT LIMITED TO GOVERNMENTAL IMMUNITY.

**XV. Insurance Requirements**

THE PARTIES ACKNOWLEDGE THAT EACH PARTY IS INSURED OR SELF-INSURED. EACH PARTY AGREES TO MAINTAIN INSURANCE OR SELF-INSURANCE RESERVES OR EXCESS INSURANCE POLICIES AT ITS OWN EXPENSE DURING THE TERM OF THIS AGREEMENT, IN THE TYPE AND AMOUNTS BELOW:

- A. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- B. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. Each party shall name the other party as "additional insured" on the general liability policy with respect to the services provided under this Agreement.
- B. 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.
- C. INSURANCE COMPANIES, NAMED INSUREDS AND POLICY FORMS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY AND COUNTY ADMINISTRATOR. SUCH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. INSURANCE POLICIES SHALL NOT CONTAIN ENDORSEMENTS OR POLICY CONDITIONS WHICH REDUCE COVERAGE PROVIDED TO EITHER THE CITY OR THE COUNTY. EACH PARTY SHALL BE RESPONSIBLE TO THE OTHER PARTY FOR INSURANCE COMPANIES INSURING EACH PARTY FOR ALL COSTS RESULTING FROM BOTH FINANCIALLY UNSOUND INSURANCE COMPANIES SELECTED BY EITHER PARTY AND THEIR INADEQUATE INSURANCE COVERAGE. EACH PARTY SHALL FURNISH THE OTHER PARTY WITH A LETTER OF SELF-INSURANCE AND/OR SATISFACTORY CERTIFICATES OF INSURANCE OR A CERTIFIED COPY OF THE POLICY, IF REQUESTED BY THE CITY ATTORNEY OR COUNTY ADMINISTRATOR.

**XVI. Conditions**

- A. This Agreement is conditioned upon written approval of this Agreement by Local 369 of the American Federation of State, County & Municipal Employees (AFSCME) of this Agreement satisfactory to the City Attorney.
- B. This Agreement is conditioned upon written permission from the United States Department of Housing and Urban Development to enter into this Agreement satisfactory to the City Attorney and County Corporation Counsel.
- D. This Agreement is conditioned upon the complete examination and review of all human resources files and records for the Manager, and all of the County's terms and conditions of compensation and employment for the Manager, by the City's Community Services Area Administrator and Human Resources Director. County shall provide said information to the City within three

business days of execution of this Agreement. City shall complete its examination and review of this information within 7 business days of receipt of said information from the County.

**XVII. Termination**

Either party may terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party of its intent to terminate.

**XVIII. General Provisions**

- A. This Agreement may not be altered or amended except by written agreement, signed by the City Administrator or designee and the County Administrator or designee. All amendments to this Agreement are subject to the approval of the City Administrator and the County Administrator.
- B. The provisions of this Agreement shall be binding upon the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- C. This Agreement may be executed in several counterparts, each of which shall be deemed original. Such counterparts shall together constitute but one and the same Agreement.
- D. The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement.
- E. In the event that any provision contained in this Agreement is held unenforceable by a court of competent jurisdiction, the remaining provisions shall continue. In the event that a portion of any provision is held unenforceable, the remaining portion of such provision shall nevertheless be carried into effect.
- F. The Agreement shall be construed in accordance with the laws of the State of Michigan. The parties agree that Washtenaw County, Michigan is the proper forum for any litigation arising out of this Agreement.
- G. The failure of a party to enforce at any time the provisions of this Agreement shall not be construed as a waiver of any provision or of the right of such party thereafter to enforce each and every provision of this Agreement.
- H. Neither party shall transfer or assign the Agreement without the written consent of the other party.
- I. Any notice, request, demand, or other communication required or permitted thereunder shall be deemed properly given when received. All notices and

submissions required under this agreement shall be by personal delivery, overnight delivery service, or by first-class mail, postage prepaid, to the address set forth above or such other address or method of delivery as either party may designate by prior written notice to the other.

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

WASHTENAW COUNTY,  
A Michigan Municipal Corporation

Attested to:

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

By: \_\_\_\_\_  
Robert E. Guenzel (DATE)  
County Administrator

Approved as to Form

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

CITY OF ANN ARBOR,  
A Michigan Municipal Corporation

By: \_\_\_\_\_  
John Hieftje (DATE)  
Mayor

By: \_\_\_\_\_  
Jacqueline Beaudry (DATE)  
City Clerk

Approved as to substance:

By: \_\_\_\_\_  
Roger W. Fraser (DATE)  
City Administrator

By: \_\_\_\_\_  
Jayne Miller (DATE)  
Community Services Administrator

Approved as to form:

By: \_\_\_\_\_  
Stephen K. Postema, City Attorney  
County Corporation Counsel

# Washtenaw County

## JOB DESCRIPTION

**Job Code: 3444**  
**Authorization:** Pending  
**Employee Group: 32**  
August 2004

**CLASS TITLE: COMMUNITY DEVELOPMENT DIRECTOR**  
**DEPARTMENT: Community Development**  
**FLSA STATUS: Exempt**

### **JOB SUMMARY:**

Directs, plans, organizes, supervises and provides day to day review in the implementation of a comprehensive, County-wide housing program which establishes and applies policies and procedures for economic, social and physical development. Creates and implements community development programs and projects. To plan and administer the federally-funded Community Development Block Grant and HOME Performs related work as assigned.

### **EXAMPLES OF DUTIES**

#### **Essential Duties:**

- Plans, organizes, directs, reviews and evaluates the work of assigned staff. Assists in the selection of personnel and provides for their training and professional development. Interprets applicable laws and regulations and County policies to subordinates.
- Assists in the development of long- and short-range goals, objectives, policies, procedures and work standards for the Community Development Department.
- Oversees the departmental budget. Oversees the preparation of specific budgets, congrats and grant budgets.
- Oversees the management of non-profit agencies involved in the implementation of community development programs. Manages the work of consultants performing specific projects.
- Prepares RFPs, RFQs, contracts and board resolutions as required.

## COMMUNITY DEVELOPMENT DIRECTOR

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- Coordinates data gathering and prepares/processes Board of Commissioners resolutions, contracts and State/Federal grant applications for submission. Reviews a variety of contracts, reports, forms and other materials for completeness, accuracy and conformance to County and other policies and procedures.
- Prepares and submits various reports to regulatory agencies and other organizations. Maintains accurate records and files.
- Plans, organizes and oversees administrative and information studies related to the functional area to which assigned.
- Provides information and assists in writing, designing and developing reports to the program in which assigned. Researches and compiles a variety of information and data, analyzing alternatives and making recommendations for implementation.
- Confers with other County staff, representatives of other governmental agencies and business, professional and community groups, vendors and the public. Ensures that information gathered is timely and complete for meetings of boards, commissions and committees or for action by County staff.
- Discusses information gathered with management staff. Prepares narrative or statistical reports and assists in implementing changes resulting from studies and analysis.
- Provides direction and oversight for the Housing projects and programs, including staff supervision, contract negotiations and technical review.
- Coordinates with other County and City agencies and departments in the administration of on-going community development related programs and activities.
- Coordinates with HUD, MSHDA, local governments and other relevant public and private agencies regarding community development activities.
- Coordinates with private sector agencies involved with community development activities to facilitate funding resources and projects.
- Represents the Commission and the County on committees and boards and in meetings with representatives of regulatory agencies, business and community groups and the public. Makes public presentations as required.

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- Acts as a departmental spokesperson in areas to which assigned in public meetings, mass media and meetings with other governmental agencies.
- Uses standard office equipment in the course of the work. May drive a County or personal vehicle in the course of the work.
- Performs other related duties as assigned.

The above statements are intended to describe the general nature and level of work being performed by employees assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

### **EMPLOYMENT QUALIFICATIONS**

#### **Knowledge of:**

Administrative principles and practices, including goal setting, and program development and administration.

Principles and practices of employee supervision.

Contract negotiation and administration and the development and administration of grant funded projects.

Applicable federal, state and local laws and regulations.

Research, data analysis and report preparation techniques.

Computer applications related to the work.

Basic principles of budgetary administration and control.

Standard office practices, including the operation of standard office equipment.

#### **Skill in:**

Planning and directing the work of others and training others in work procedures.

Performing professional level planning work including project development and implementation.

Interpreting, applying and explaining complex laws, policies and regulations.

Setting priorities, coordinating multiple projects and meeting critical deadlines.

Using sound, independent judgment within established policy and procedural guidelines.

Preparing clear, concise and effective written materials.

Directing the maintenance of and maintaining accurate records and files.

## **COMMUNITY DEVELOPMENT DIRECTOR**

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Representing the Commission and the County and making effective presentations to governmental, business and community groups.

Entering and retrieving information from a computer with sufficient speed and accuracy to perform the required work.

Establishing and maintaining effective working relationships with those contacted in the course of the work.

### **LICENSES AND CERTIFICATIONS**

Possession of a valid Michigan Driver's license required.

### **PHYSICAL DEMANDS**

Duties require sufficient mobility to work in a normal office setting and use standard office equipment including a computer, vision to read printed materials and a VDT screen and hearing and speech sufficient to communicate in person or over the telephone.

These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

### **EDUCATION**

Possession of a Bachelor's degree with a possession of an advanced degree in an appropriate field is desirable.

### **EXPERIENCE**

Four (3) years of professional level experience, preferably in a public agency setting. Prior lead or supervisory experience is desirable.

The above statements are intended to describe the general nature and level of work being performed by employees assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

CITY OF ANN ARBOR  
&  
COUNTY OF WASHTENAW  
LEASE AGREEMENT

1. Parties This Lease, dated the \_\_\_ day of \_\_\_\_\_, 2006, is made between Washtenaw County, a Michigan municipal corporation, 220 N. Main Street, Ann Arbor, Michigan ("County") as landlord and the City of Ann Arbor, a Michigan municipal corporation, 100 N. Fifth Avenue, Ann Arbor, Michigan ("City") as tenant.

2. Premises County agrees to lease to CITY approximately 1420 sq. feet on the third floor of the Washtenaw County Annex located at 110 N. Fourth Ave. in Ann Arbor, Michigan ("Premises").

3. Term The Lease term shall begin on October 1, 2006, and expire on June 30, 2008.

4. Use The Premises shall be used by CITY as office space for City employees working with County employees on a joint City-County Community Development Unit.

5. Rent and Utilities To cover the cost of rent and utilities for the Premises, CITY agrees to pay the County an annual amount of twenty-five thousand five hundred sixty and no/100 dollars (\$25,560.00), payable in monthly installments of two thousand one hundred thirty and no/100 dollars (\$2,130.00). The nine month period beginning October 1, 2006 and ending June 30, 2007 shall be prorated from the annual amount under the terms of this lease. Monthly rental/utility payments shall be due on or before the 10<sup>th</sup> day of each month of the Lease.

6. Repairs The County shall repair damage to the structure of the Premises, including walls, windows, roof and foundation unless such damage is caused by CITY's program activities, staff or participants in which event CITY shall pay for such repair.

7. Assignment and Subletting CITY shall not voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Premises or any part of the Premises, without first obtaining the County's written consent.

8. Insurance The parties acknowledge that each party is insured or self-insured. Each party agrees to maintain insurance or self-insurance reserves or excess insurance policies at its own expense during the term of this Agreement, in the type and amounts below:

Comprehensive General Liability Insurance with a combined single limit of one million (\$1,000,000.00) dollars each occurrence for bodily injury and property damage. Each party agrees to name the other party as "additional insured" on General Liability coverage with respect to services provided under this Lease.

Insurance policies must be issued by companies licensed to do business in Michigan or approved to do business in Michigan and such companies must be well rated and acceptable to the County Administrator.

9. Indemnity CITY will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, demands and costs, including legal fees, of whatsoever kind and nature which arise from injury or death to any persons, including CITY's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of CITY's occupancy of the Premises resulting in whole or in part from negligent acts or omissions of CITY, its subcontractor[s], or any employee, agent or representative of CITY or its subcontractor[s].

10. Compliance With Existing Law The County agrees to keep the Premises in compliance with all federal, state and local laws, ordinances and regulations, including the Americans With Disabilities Act.

11. Subrogation In the event of fire or other damage to the Premises or personal property Leased, the parties mutually waive their rights of subrogation and recovery against each other, their agents, employees or subleases to the extent that they are insured or are required to carry insurance for such loss. The County agrees to maintain insurance and/or assume the responsibility for loss or damage to the building and personal property owned by the County including the loss of rents. The coverage shall be on an all risk of physical loss basis in the standard insurance form. CITY shall maintain insurance and/or assume responsibility for personal property owned by CITY.

12. Default If either party breaches any provisions of this Lease, that party shall be in default. In the event of default, the party not in default shall give the defaulting party notice of the default and thirty (30) days to correct the default. If such default is not corrected within thirty (30) days, the party not in default may terminate this Lease and pursue its remedies available under Michigan law, provided, however, that if CITY fails to procure or maintain the insurance coverages and endorsements required by this Lease, the County may immediately cancel this Lease and seek whatever damages to which it may be entitled under Michigan law.

13. Termination The parties acknowledge that they have entered into a separate Community Development Manager Service Agreement ("Agreement"). Under the Agreement, the County is providing the City with a Manager to oversee both City

and County Community Development operations which are to be located at the Premises of this Lease. The Agreement contains a termination clause. The parties agree that if the termination clause under the Agreement is triggered by either party, this Lease shall also terminate, effective at the same time as the Agreement terminates.

14. Quiet Possession Upon performing the covenants, conditions and provisions of this Lease, CITY shall have quiet possession of the Premises for the entire Lease period.

15. Total Agreement This Lease memorializes all the prior discussions, understandings and agreements involved in negotiating this Lease. No provision of this Lease may be amended or added to except by agreement in writing signed by both parties. This Lease shall not be effective or binding until signed by both parties.

16. Severability Any provision of this Lease which is found by a competent court of law to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained in this Lease and such other provisions shall remain in full force and effect.

17. Choice of Law and Forum This Lease shall be governed by the laws of the State of Michigan. The parties further agree that the proper forum for any litigation arising out of this Lease is in Washtenaw County, Michigan.

18. Notices All notices or demands which may or are required under this Lease must be in writing and shall be sent by United States mail, postage paid, to the following addresses:

Washtenaw County  
220 N. Main  
P.O. Box 8645  
Ann Arbor, Michigan 48107-8645

City of Ann Arbor.  
100 N. Fifth Avenue  
Ann Arbor, Michigan 48104

IN WITNESS WHEREOF, the parties have executed this Lease on this \_\_\_\_day  
of \_\_\_\_\_, 2006 .

CITY of ANN ARBOR  
A Michigan Municipal Corporation

WASHTENAW COUNTY

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

By:

\_\_\_\_\_  
John Hieftje (DATE)  
Mayor

Robert E. Guenzel  
County Administrator

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

Jacqueline Beaudry (DATE)  
City Clerk

APPROVED AS TO FORM:  
FORM:

APPROVED AS TO

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

By:

\_\_\_\_\_  
Stephen Postema  
City Attorney

Curtis N. Hedger  
Office of Corporation Counsel

APPROVED AS TO SUBSTANCE:

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

Roger W. Fraser (DATE)  
City Administrator

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

Jayne Miller (DATE)  
Community Services Administrator

ATTESTED TO:

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

Peggy M. Haines  
Washtenaw County Clerk/Register of Deeds

h: leases/a2110

A RESOLUTION TO ACCEPT A REVENUE CONTRACT WITH THE CITY OF ANN ARBOR FOR MANAGEMENT SERVICES AND OFFICE SPACE IN THE AMOUNT OF \$93,560 FOR THE PERIOD OF OCTOBER 1, 2006 TO SEPTEMBER 30, 2008 FOR THE OFFICE OF COMMUNITY DEVELOPMENT

WASHTENAW COUNTY BOARD OF COMMISSIONERS

September 6, 2006

WHEREAS, The City of Ann Arbor Community Development Unit and Washtenaw County currently administer CDBG and HOME programs for the City and County, respectively; and

WHEREAS, a design team of City and County managers met from November 2003 to April 2004 and determined that the combined knowledge of City and County community development staff would provide a better understanding of community needs, streamline administrative processes, and encourage innovation in community programming and technical assistance to non-profits; and

WHEREAS, the Office of Community Development has been working with many successes since October 2004; and

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

NOW THEREFORE BE IT RESOLVED, that the Washtenaw County Board of Commissioners accept a revenue contract with the City of Ann Arbor for management services and office space in the amount of \$93,560 for the period of October 1, 2006 to September 30, 2008 for the Office of Community Development, to be filed with the County Clerk upon review of Corporation Counsel.