INTERDEPARTMENTAL AGREEMENT BETWEEN
THE OFFICE OF COMMUNITY DEVELOPMENT
AND
ECONOMIC DEVELOPMENT AND ENERGY DEPARTMENT
(SECTION 106 REVIEWS)
CV_____

AGREEMENT is made this 1st day of April, 2010, by the Washtenaw County Office of Community Development ("OCD") with offices located at 110 N. Fourth Ave, Ann Arbor, Michigan 48107-8645 and Washtenaw County Economic Development and Energy Department located at 110 North Fourth Avenue, Ann Arbor, Michigan 48107-8645 ("Contractor").

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

ARTICLE I - SCOPE OF SERVICES

The Contractor will provide support to the Office of Community Development to perform the appropriate review and evaluation of identifying historic properties impacted by CDBG, HOME, NSP I and CDBG-R funding, in compliance with Section 106 of the National Historic Preservation Act of 1966 as identified in Attachment A. In doing so, the contractor will perform work in accordance with standards and protocols set forth by the Michigan State Historic Preservation Office (SHPO), and act as a liaison between the County and the SHPO. The contractor will provide documentation to OCD with a summary of findings for each completed Section 106 review.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the OCD will pay the contractor at the rate of $85.00 per hour for an amount not to exceed $10,000 for the duration of this agreement. For reporting purposes, the Contractor will need to provide to the OCD the name of the employee, the hours worked by project, including the address of the project if applicable.

ARTICLE III - TERM

This contract begins on **April 1, 2010** and ends on **June 30, 2011**.

ARTICLE IV - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor 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 V - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor 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 Contractor 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 Contractor 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 Contractor, 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 VI - EQUAL ACCESS

The Contractor 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 VII - ASSIGNS AND SUCCESSORS

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

ARTICLE VIII - 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 IX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE X - 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 XI - 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:

By:_____
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY

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

APPROVED AS TO CONTENT:

By:_____
Anthony VanDerworp (DATE)
Economic Development and Energy

APPROVED AS TO CONTENT:

By:_____
Mary Jo Callan (DATE)
Office of Community Development

APPROVED AS TO FORM:

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

Attachment A: Section 106 Review Programs

Single Family Rehab: Homeowners who need to have rehab or emergency repairs apply for funding to Community Development to fix up their homes. Typically, the repairs are replacing existing features and even if the home is over 50 years old, would not require Section 106 review. See Attachment B for projects that do not require a consultation. Community Development staff will provide a SHPO card, including a map and photo for the Contractor to review and the scope of rehabilitation work. Contractor will make a determination and return the card and determination to Community Development.

Owner Acquisition and Rehab: Community Development provides funding to Habitat for Humanity to purchase houses, rehabilitate them, and sell them to low-income homebuyers and Community Development provides funding to Community Housing Alternatives who assists a low-income homebuyer purchase a house and CHA oversees the rehab. Typically, the repairs are replacing existing features and even if the home is over 50 years old, would not require Section 106 review. See Attachment B for projects that do not require a consultation. Community Development staff will provide a SHPO card, including a map and photo for the Contractor to review and the scope of rehabilitation work. Contractor will make a determination and return the card and determination to Community Development.

Rental Acquisition and Rehab: Community Development provides funding to rental housing developers to acquire and rehabilitate rental properties for low-income renters. The properties are typically 4 to 150 units. Existing rental property owners can also apply for funding to rehabilitate the units they own. Due to the size of the properties, they are more likely than owner housing projects to require a determination of “no potential effect”, based on the scope of work. Community Development staff will provide a SHPO card, including a map and photo for the Contractor to review and the scope of rehabilitation work. Contractor will make a determination and return the card and determination to Community Development.

New Construction of Owner and Rental Housing: Community Development provides funding to developers to build new housing. A site visit will most likely be required, depending on the size of the project. An architectural drawing and site plan will be provided, as needed. Because there will be ground disturbance, an archaeological survey will also be needed. A determination will need to be made on whether the new buildings will impact surrounding historic properties. A GIS map will be generated by Community Development, showing the area of potential impact, and the properties that are over 50 years old within the APE. Contractor will make a determination and return the determination to Community Development.

Demolition: Community Development provides funding to Ypsilanti Township to demolish blighted and dangerous buildings. CD also oversees the demolition program for the City of Ypsilanti and City of Ann Arbor. Community Development staff will provide a SHPO card, including a map and photo for the Contractor to review. Contractor will make a determination and return the card and determination to Community Development. For properties in a historic district, Consultant will facilitate the consultation with the appropriate Historic District.

Public Facilities: Community Development provides funding to municipalities and sometimes nonprofits to rehabilitate public facilities such as community centers, senior centers, parks and nonprofit offices. Typically, the repairs are replacing existing features and even if the building is over 50 years old, would not require Section 106 review. See Attachment B for projects that do not require a consultation. Community Development staff will provide a SHPO card, including a map and photo for

the Contractor to review and the scope of rehabilitation work. Contractor will make a determination and return the card and determination to Community Development.

Public Infrastructure: Community Development provides funding to municipalities to build or repair infrastructure projects such as sidewalks, roads, sewer, and bike paths. If the municipality is replacing existing infrastructure, a Section 106 review is not needed. However, new construction will require a site visit, scope of work, and architectural or engineering drawings to determine the impact. Because there will be ground disturbance, an archaeological survey will also be needed. A determination will need to be made on whether the new buildings will impact surrounding historic properties. A GIS map will be generated by Community Development, showing the area of potential impact, and the properties that are over 50 years old within the APE. Contractor will make a determination and return the determination to Community Development.

Program		Single Family Rehabilitation	Owner Acq & Rehab	Rental Acq & Rehab	New Const Owner/Rent	Demolition	Public Facility & Infrastructure
Average no. hours		.5	.5	.5	4	1	4
Number of projects		36	20	6	2	20	3
Yearly hours		18	10	3	8	20	12
Yearly cost	$85/hr	$1,530	$850	$255	$680	$1,700	$1,020
Revenue		Project cost like lead assess – CDBG & HOME	Admin-NSP I and HOME	Project cost charge to developer in HOME, CDBG, & NSP contract	Project cost charge to developer in HOME contract	Project cost for City of A2 NSP, Admin for County NSP I and CDBG	Admin - CDBG
Contact if Questions	Primary is Terry 2-9021 Alvin 2-9008, Jon 2-9013		Mirada 2-9019	Jen 2-9006	Jen 2-9006	Kevin 2-9012	Damon 2-9015
Information Needed from Community Development		SHPO card with map and photo, scope of work	SHPO card with map and photo, scope of work	SHPO card with map and photo, scope of work	Site Visit, architectural drawings, site plan, GIS map	SHPO card with map and photo, scope of work	Site visit, scope of work, drawings, GIS map

Attachment B: HUD Program Activities Not Requiring Review

A. Site Improvements

1. Reconstruction of roads where no change in width, surface materials, surface treatments, or vertical alignments of drainage is to occur.
2. Repair/replacement of existing curbs and sidewalks with identical materials within existing dimensions.
3. Repair/replacement of water, gas, storm, and/or sewer lines if it occurs within the dimensions of the original trench and permanent impacts upon surface treatments or landscape features which contribute to the historic or architectural significance of the resource are avoided.
4. Tree plantings adjacent to right-of-way.
5. Repainting parking spaces or streets

B. Interior Rehabilitation

The following may proceed without review if permanent impacts upon interior elements or surface treatments that contribute to the historic or architectural significance of the buildings are avoided.

1. All plumbing rehab/replacement - includes pipes and fixtures.
2. Heating system - rehab/replacement/cleaning.
3. Electrical work.
4. Restroom improvements for handicapped access - provided that work is contained within the existing restroom.
5. Interior surface treatments (floors, walls, ceilings, and woodwork) provided the work is restricted to repainting, refinishing, re-papering, or laying carpet or linoleum and the feature is not significant to the integrity of the property.
6. Installation of insulation provided it is restricted to attics and crawl spaces, upper surfaces of existing ceilings and the ceilings are not dropped, and proper vapor barriers are used.
7. Repair of or pouring of concrete cellar floor.
8. Installation of new kitchen and bath appliances, cabinets, counters, tubs, sinks and toilets.
9. Repair or replacement of concrete basement floors and interior basement walls.
10. Replacement of door locks.

C. Exterior Rehabilitation

1. Caulking, weather stripping and replacement of window glass with glass of the same surface qualities (color, texture, and reflectivity).
2. Installation or replacement of gutters and downspouts (if the color is historically appropriate for the period and style of the historic resource).
3. Flat or shallow pitch roof repair/replacement (shallow pitch is understood to have a rise-to-run ratio equal to or less than 3 inches to 12 inches), with no part of the surface of the roof visible from the ground.
4. New storm windows - provided they conform to shape and size of historic windows and that the meeting rail coincides with that of the existing sash. Color should match trim; mill finish aluminum is not acceptable. Repair or repainting of existing storm windows.
5. In-kind replacement - this is understood to mean that the new features/items will duplicate the material, dimensions, configuration and detailing of the original of the following:
   (a) Porches - railings, posts/columns, brackets, cornices, steps, flooring
   (b) Roofs
   (c) Siding
   (d) Exterior architectural details and features
   (e) Windows - this understood to include both the frame, panes and sash
   (f) Doors
   (g) Cellar/bulkhead doors.

4. Painting <u>previously painted</u> surfaces in color(s) historically appropriate for the period and style of the historic resource.
5. <u>Repair</u> of <u>existing</u> wheelchair ramps.
6. Repair, replace, or install new sidewalks or driveways that match the existing sidewalk or driveway in materials and dimensions.
7. Repair or replacement of chimneys with the same material and dimensions.