Contract #_53696_____

SERVICE CONTRACT
Avalon Housing

AGREEMENT is made this **1st day of February, 2022**, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan48107("County") and ***Avalon Housing*** located at ***1327 Jones Drive Ann Arbor, Mi 48105*** ("Contractor").

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

ARTICLE I - SCOPE OF SERVICES

The Contractor will provide a full-time employee, Jail Reentry Housing Coordinator, to support housing needs for incarcerated individuals released from the Washtenaw County Jail. This employee will be hired, supervised, and retained by Avalon Housing and will have an assigned workspace within the Washtenaw County Jail. The Jail Reentry Housing Coordinator will work in collaboration with the Washtenaw County Sheriff's Office and the Reentry Services team to secure stable housing for individuals returning to the community from jail.

The fundamental responsibilities may include but are not limited to:

Assisting participants with finding suitable housing.

Assisting participants in gathering eligibility documentation as needed.

Providing housing counseling to participants including but not limited to budgeting and preparation to assume responsibility for full rental amounts.

Landlord engagement, unit inspection and participant file maintenance.

Research and identify suitable affordable housing options for individuals, and recruit landlords to provide housing opportunities for participants.

Reviewing pre-screening and screening forms to determine eligibility for programs.

Administering/scoring pre-screens and JD-VI-SPDAT.

Maintaining/reviewing reentry housing and HCV waitlists.

Helping Reentry Services team in:

- Navigating entry points and resources throughout the housing system.
- Adapting best practices for supporting people in housing.
- Assisting the team in the collection and navigation of housing support resources.
- Problem solving with the team and participant strategies for housing stability, including mediation with landlords and planning when people are exited from rent assistance.
- Collecting necessary documentation, including proof of income.
- Assisting with the development of content that promotes housing stability.

Provide direct case management and/or coordinate with case management in the community to provide continuity of service for participants.

3.1022

Outreach to individuals currently in jail, or involved with WCSO who may be experiencing homelessness.

Help participants negotiate manageable and appropriate lease agreements.

Assist clients in applying for Housing Choice Vouchers and maintaining recertification.

Maintain lease and compliance files in an orderly, up-to-date manner. Provide ongoing, active outreach and creative engagement to tenants.

Work with tenants and property management to coordinate eviction prevention efforts and develop housing permanency plans.

Coordination of household moves (may include some lifting and moving furniture etc).

Assist tenants with conflict resolution among tenants and neighbors.

Provide crisis intervention as needed.

Meet documentation requirements as dictated by program need - e.g. applications and materials for subsidy funding sources.

Work collaboratively with WCSO Reentry Team to develop program objectives and specific outcomes to be tracked by the Jail Reentry Housing Coordinator.

Participate in WCSO Reentry Team meetings, ad-hoc meetings, and training sessions.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed **$69,000 (sixty- nine thousand dollars).**

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to ***Sheriff and/or 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 Contractor must be dated and bear the Contractor's name.

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

Section 4 The Contractor shall provide quarterly reports to the Sheriff and/or designee documenting the progress of agreed upon objectives and outcomes for the Jail Reentry Housing Coordinator.

Section 5 The County may review and inspect the Contractor's activities during the term of this contract.

Section 6 When- applicable, the Contractor will submit a final, written report to the Sheriff.

Section 7 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on the date of this agreement and ends on December 31, 2022 *with an option to extend for two (2) additional one (1) year periods.*

ARTICLE V - PERSONNEL

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

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

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor 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 Contractor'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 contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor 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. 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 non-owned 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. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the 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. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor 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 Contractor 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 Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the 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 Washtenaw County c/o: : ***Washtenaw County Sheriff's Office, 2201 Hogback Rd, Ann Arbor, Mi 48105 AND CONTRACT #53696***_____, nd shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - 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 X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor 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 XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, 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 Contractor, 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 Contractor.

ARTICLE XII - 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 XIII - 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 $14.05 per hour with benefits or $15.66 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor 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, 2022 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give

Contractor thirty (30) days written notice of such change. Contractor 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 XIV - 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 XV - 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 Contractor. During the performance of the services, the Contractor 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 Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - 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 XVII - 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 XVIII - PAYROLL TAXES

The Contractor 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 XIX - PRACTICE AND ETHICS

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

ARTICLE XX- 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 XXI - 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 XXII - EXTENT OF CONTRACT

Contract #_53696_____

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

See Memo of Understanding dated January 2022. Attached.

ARTICLE XXIII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

By: Lawrence Kestenbaum 03/17/2022
Signed by Deputy E. Golembiewski for L. Kestenbaum
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY

By: Gregory Dill 03/17/2022
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

By: Jerry L. Clayton
Jerry L. Clayton, Sheriff (DATE)

CONTRACTOR

By: DocuSigned by: Aubrey Patiño 02/24/2022 | 9:50 AM EST
Aubrey Patino, (DATE)
Executive Director, Avalon Housing

APPROVED AS TO FORM:

By: Michelle K. Billard 03/16/2022
Office of Corporation Counsel
Michelle K. Billard (DATE)
Office of Corporation Counsel

PRICING

CK 53696

AVALON
HOUSING

March 14, 2022

To Whom It May Concern,

The following is a breakdown of costs for the *Jail Reentry Housing Coordinator* position with the Washtenaw County Sheriff's Office.

	Support Coordinator	Supervisor	Rental Assistance Administration
Base Salary	42,000	59,758	64,501
Hourly Rate-Earning	20.19	28.73	31.01
Hourly Rate-Tax	1.54	2.20	2.37
Total Hourly Rate	21.74	30.93	33.38
Total Wage and Tax	45,213	64,330	69,435
Benefit (estimate)	11,000	11,000	11,000
Total Annual Staff Cost	**56,213**	**75,330**	**80,435**
Estimated Level of Effort	100%	5%	5%
Total	**56,213**	**3,766**	**4,022**
Total Personnel Costs	**64,001**		
Supplies	300		
IT Equipment	1,442		
Travel	1,268		
Training	150		
Phone	660		
Occupancy	1,179		
Total Operating Costs	**4,999**		
Total Annual Program Costs	**69,000**		

Please feel free to reach out with any questions.

Sincerely,

DocuSigned by:
Aubrey Patiño
DEFD98A4FE7D489...

Aubrey Patiño, Executive Director
Avalon Housing

V# 52118

1327 Jones Drive, Suite 102 ▪ Ann Arbor, MI 48105 ▪ 734.663.5858 ▪ avalonhousing.org

EQUAL HOUSING OPPORTUNITY