

Exhibit A

**AGREEMENT FOR HOUSING DEVELOPER SERVICES  
AND HOUSING DEVELOPMENT RESPONSIBILITIES**

**THIS AGREEMENT** (this "**Agreement**"), is made and entered into effective as of \_\_\_\_\_, 2019 (the "**Effective Date**") by and between the HOUSING AND REDEVELOPMENT AUTHORITY OF DULUTH, MINNESOTA (the "**HRA**") and the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota (the "**City**").

**RECITALS**

A. The HRA was established under Chapter 469 of the Minnesota Statutes to provide housing services in the City of Duluth, including housing projects, redevelopment projects, and rehabilitation projects.

B. The City intends to hire a Housing Developer (the "Employee") to lead and oversee implementation of housing goals established by the City, the Duluth Economic Development Authority (DEDA), and the HRA.

C. The HRA intends to purchase, and the City intends to provide, services by the Employee to the HRA.

D. The HRA and the City also intend to confirm the role of the HRA in accomplishing the housing goals established by the City, DEDA, and the HRA.

**NOW, THEREFORE**, in consideration of the agreements and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the HRA and the City hereby agree as follows:

**ARTICLE I**

**HOUSING DEVELOPMENT COORDINATOR SERVICES**

1.1 **Employee to Provide Services.** The City agrees that Employee will provide services to the HRA, including, but not limited to, those listed in the Job Description attached as **Schedule 1.1** (the "**Services**"). The Employee is expected to spend approximately fifty percent (50%) of the Employee's working time on duties and tasks for the HRA. The Employee will spend a reasonable amount of time working at the HRA's facilities, if the HRA provides an office or other workspace for the Employee. City and HRA understand that some tasks assigned to the Employee will result in services provided to City and HRA at the same time.

**1.2 Coordination Between City and HRA.**

(a) Employee, under the supervision of City and with input from HRA, will be responsible for coordinating time spent providing the Services and work for City. City and HRA agree to communicate on a regular basis and cooperatively work to balance Employee’s workload and maintain the 50% of Employee’s time spent on the Services for the HRA.

(b) City and HRA agree to review and revise the Job Description attached as Schedule 1.1 on at least an annual basis.

(c) City will seek HRA’s input for identifying and hiring the Employee, include HRA in the hiring interview process in order to obtain HRA’s input, and solicit and consider HRA’s feedback for reviews of the Employee.

**1.3 Compensation for Services.** As consideration for the Services, HRA will pay to City an amount equal to fifty percent (50%) of City’s expenses for payroll and benefits to employ the Employee. City will obtain HRA’s advance approval, in writing, of the annual cost of the Services. HRA will make payments to City in four equal quarterly installments, as follows:

<u>Performance Period</u>	<u>Payment Due Date</u>
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15 of the following year

Payments for partial periods shall be prorated.

**1.4 Responsibilities of the City.**

(a) City will ensure that the Services are provided in a professional manner.

(b) City will be solely responsible for all employment tasks of the Employee, including supervision, hiring, training, compensation, benefits, and related obligations, expenses, and tasks.

(c) City will maintain active communications with the HRA to ensure that the Services are provided.

**1.5 Responsibilities of the HRA.**

(a) HRA will provide feedback to the City on all issues relevant to the Services.

(b) HRA will work directly with the Employee to coordinate the Services.

## ARTICLE II

### HOUSING REHABILITATION AND DEVELOPMENT WORK IN DULUTH

2.1 **HRA As Lead Agency.** Insomuch as is practical, the City agrees to direct activities in the following areas of housing programs to the HRA, intending for the HRA to serve as a primary lead agency in advancing community housing goals. This includes housing rehabilitation projects, defined as projects intended to provide private homeowners and landlords with resources to make improvements to their homes through a variety of community-based programs;

2.2 **Referrals to HRA.** The Planning and Economic Development Department of the City will work with the Duluth Fire Department's Life Safety division with the intent of increasing rehabilitation referrals to the HRA.

2.3 **HRA to Retain Fees.** This agreement does not in any way hinder or preclude any process under which the HRA can earn any developer fee or similar fee for projects in which the HRA is the developer, co-developer, lead agency, or operates in any other capacity in which the HRA would be entitled to developer fees or other applicable fees.

2.4 **Revolving Loans; Matching Funds.** The City and HRA collaborate on management of an existing revolving loan fund. During the first year of this contract, the City and HRA shall finalize an updated agreement for use of the revolving loan fund.

2.5 **Medical District.** The City will involve the HRA in rehabilitation and redevelopment activities in the Medical District.

## ARTICLE III

### ADDITIONAL TERMS

3.1 **Term.** This Agreement shall have a two (2) year term. This Agreement may be renewed for up to two additional two-year terms by mutual written consent at least 30-days prior to the expiration of the Agreement.

3.2 **Termination.** This Agreement may be terminated by either party upon 90-days written notice.

3.3 **Liability.**

(a) Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

(b) Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipal Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

3.4 **AFSCME Classification.** City agrees to provide notice to HRA if City intends to have the Employee's position re-classified under the City's contract with the American Federation for State, County, and Municipal Employees.

3.5 **Civil Rights Assurance.** HRA and City, and their officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

(a) No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.

(b) That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

3.6 **No Joint Venture.** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

3.7 **No Third Party Rights.** This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties.

3.8 **No Assignment.** The City and HRA shall not in any way assign or transfer any of their rights or interests under this Agreement.

3.9 **Choice of Law.** This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

3.10 **No Wavier.** The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

3.11 **Notice.** Notice to HRA or City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

HRA: Executive Director  
Housing and Redevelopment Authority  
222 E. Second Street  
Duluth, MN 55805

City: Department Director  
Planning and Development Division  
Duluth City Hall, Room 160  
411 W. 1<sup>st</sup> Street  
Duluth, MN 55802

3.12 **Dispute Resolution.** City and HRA agree to utilize an informal dispute resolution between City and HRA to resolve disagreements, questions, or disputes under this Agreement. The City and HRA agree to meet in a reasonable time frame upon request by either party to discuss, in good faith, issues arising under this Agreement and to work to resolve such disputes in a mutually agreeable manner.

3.13 **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and that this AGREEMENT supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the HRA and the City hereto have signed and acknowledged this Agreement as of the Effective Date.

**CITY OF DULUTH, a Minnesota  
Municipal Corporation**

**HOUSING AND REDEVELOPMENT  
AUTHORITY OF DULUTH, MINNESOTA**

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

By: \_\_\_\_\_  
Name: Jill Keppers

Title: Executive Director

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

Date: \_\_\_\_\_, 2019

Attest: \_\_\_\_\_  
City Clerk

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

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to Form:

\_\_\_\_\_  
City Attorney



# SENIOR HOUSING DEVELOPER

Class Code:  
3134

Bargaining Unit:

CITY OF DULUTH

Established Date: May 13, 2019

Revision Date: May 20, 2019

## SALARY RANGE

\$34.09 - \$40.44 Hourly  
\$5,540.00 - \$6,572.00 Monthly  
\$66,480.00 - \$78,864.00 Annually

### SUMMARY / PURPOSE:

Under general supervision, direction, and guidance, the Senior Housing Developer will lead and oversee the implementation of the community's housing goals established by the City of Duluth (City), the Duluth Economic Development Authority (DEDA), and the Duluth Housing and Redevelopment Authority (HRA). The Senior Housing Developer will coordinate the activities designed to create new housing units, preserve existing housing units, and create new affordable housing opportunities.

### ESSENTIAL DUTIES & RESPONSIBILITIES (OTHER DUTIES MAY BE ASSIGNED):

1. With input and participation from the HRA Executive Director and Board of Commissioners, and by procuring appropriate housing studies and working with consultants as needed, assess the housing development and redevelopment needs of the City of Duluth.
2. Work closely with the HRA Executive Director or her/his designee to ensure partnership and shared responsibility and vision for moving forward housing development, redevelopment, and rehabilitation needs in the City.
3. Evaluate and update policies, procedures, and objectives that help to expand and seek innovation in housing development opportunities based on adopted policy directives.
4. Evaluate, modify, and administer new and existing programs that seek to develop new housing opportunities, to redevelop housing sites, and to maintain existing housing.
5. Respond to and evaluate the creditworthiness and feasibility of projects or developers being considered for financial assistance and take action based on conclusions.
6. Monitor the fiscal and developmental performance of assisted development projects and take all necessary steps to ensure compliance with development objectives.
7. Maintain knowledge of, market, administer, and answer customer questions related to HRA, City, and DEDA housing development programs that provide incentive funds,

grants, and loan programs.

8. Provide technical assistance for infrastructure projects to support new housing development and redevelopment of sites in priority areas of the City.

9. Maintain and enhance information reporting practices and create and distribute reports and information to City leaders, boards, and committees as well as prospective developers.

10. Coordinate with divisions and departments in the City, the HRA, and other sources, to gain information and remain up to date on current trends related to housing development and redevelopment.

11. Prepare Requests for Proposals or Qualifications (RFPs or RFQs), including researching, creating, and advertising of proposals for housing development projects for the City, DEDA, and the HRA.

12. In accordance with applicable procurement policies, work with selected architecture and engineering firm for project and site evaluation and development, scope of work development, and other required tasks.

13. Serve on evaluation team for RFP and RFQ proposals.

14. Maintain contact with local, regional, and statewide developers, builders, and individuals working in the construction fields.

15. Maintain contact with community and business leaders.

16. With input from the HRA Executive Director and Board of Commissioners and by thinking creatively as well as using housing studies and data, identify the housing and redevelopment needs and opportunities needs within the community; in collaboration with co-workers, communicate with internal and external partners about those needs.

17. Lead housing development projects and activities, including facilitation of public process and development negotiation process for the lead agency (HRA, City, or DEDA), to ensure that housing projects are completed and compliance is maintained.

18. At the direction of the Manager, serve as a liaison between the City and the Duluth Housing and Redevelopment Authority.

19. Complete a monthly housing and redevelopment activity report in the form required by the HRA to the HRA Executive Director for inclusion in the board packet of the HRA Board of Commissioners.

20. Coordinate and facilitate collaborative work between the HRA, City, DEDA, and community partners on housing policy matters within the City.

21. Attend real estate and development related conferences as assigned.

22. In collaboration with the supervisor, organize and direct the work activities of assigned team, and determine work priorities, assignments, and work schedules.

23. Provide input on decisions regarding the hiring and discipline of personnel.

24. Establish and maintain positive working relationship with the supervisor and employees by maintaining two-way communication, producing consistent results, advocating for the team when appropriate, and offering expertise to improve processes, systems, and the organization.

25. Other duties may be assigned.

## **EDUCATION & EXPERIENCE REQUIREMENTS:**

### Education & Experience Requirements

A. Bachelor's degree in Public Administration, Business Administration, Urban Planning, Housing Policy, or a related field, AND four (4) years of professional experience in housing development, or urban planning, or economic development; OR

B. Master's degree in Public Administration, Business Administration, Urban Planning, Housing Policy, or a related field, AND two (2) years of professional experience in housing development, or urban planning, or economic development.

### Desired Licensure/Certification

A. Commercial or Residential Real Estate Broker's license.



B. National Development Council Housing Development Finance Professional Certification.

### **KNOWLEDGE REQUIREMENTS:**

- A. In-depth knowledge of housing development, including the principles of accounting and finance including public financing.
- B. In-depth knowledge of contract development and housing law.
- C. In-depth knowledge of local, state, federal, and other housing development programs and funding sources, including affordable housing programs and homelessness response programs.
- D. In-depth knowledge of title and real estate transactions and practices.
- E. Knowledge of the legislative process and Minnesota rules as it pertains to housing development activities.
- F. Knowledge of equity issues in housing policy, finance, and development practice, with specific understanding of historic equity issues as applied to local, state, and federal policy.
- G. Knowledge of programs for affordable housing development operated by the Minnesota Housing Finance Agency and the U.S. Department of Housing and Urban Development.
- H. In-depth knowledge of urban planning, land use, and zoning requirements.
- I. Knowledge of the economic needs of the City and its various neighborhoods.
- J. Knowledge of marketing and public relations activities.

### **SKILL REQUIREMENTS:**

- A. Skill in making the best use of the resources available for housing development by prioritizing projects using logical assumptions and knowledge of housing data.
- B. Skill in analyzing the financial needs of prospective housing development activities and developing a package of public and private financing to meet those needs.
- C. Skill in administering loan programs based upon thorough knowledge of proper documentation and monitoring procedures to ensure compliance with public goals.
- D. Skill in organizing and presenting information to others by making written and verbal presentations clearly and responding to questions directly and confidently.
- E. Skill in explaining, administering, and developing housing financing programs.
- F. Skill in building trust to gain the commitment of individuals and groups to undertake development projects or solutions that benefit all parties and implement public goals.

### **ABILITY REQUIREMENTS:**

- A. Ability to create and maintain a positive working environment that welcomes diversity, ensures cooperation, and promotes respect by sharing expertise with team members, fostering safe work practices, and developing trusting work relationships.
- B. Ability to set expectations and provide training in safe and proper work methods, development, and coaching for employees in conjunction with the supervisor.
- C. Ability to multitask, prioritize, and coordinate multiple projects.
- D. Ability to assess development and redevelopment qualifications of prospective developer and act responsibly on projects.
- E. Ability to apply good judgment and to use discretion on large projects that require extensive evaluation and research.

- F. Ability to travel and participate in various work-related activities after regular business hours.
- G. Ability to perform in-depth financial analysis in the evaluation of housing development needs and operations.
- H. Ability to read and understand financial reports, annual reports, profit and loss statements, and balance sheets in order to analyze the housing development options under consideration.
- I. Ability to make formal presentations.
- J. Ability to delegate work tasks and to lead teams and assignments of others within the established work group and partners.
- K. Ability to communicate effectively, both verbally and in writing.
- L. Ability to maintain confidential information.
- M. Ability to use good judgment in decision-making.
- N. Exhibit leadership qualities of dependability and accountability.

### **PHYSICAL REQUIREMENTS:**

- A. Ability to transport oneself to, from, and around sites of projects, tests, and other assignments.
- B. Ability to transport materials and equipment weighing up to 25 pounds, per load, for presentation at public meetings.
- C. Ability to sit for extended periods of time.
- D. Ability to operate standard office equipment such as computer and related equipment.
- E. Ability to attend work on a regular basis.