

EM SUBMISSION NO.: EME 3272014

PRESENTED: 6-19-14

ADOPTED: 6-19-14

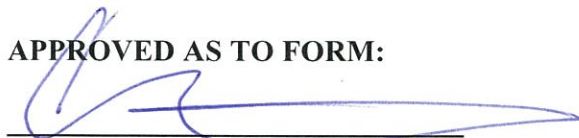
**RESOLUTION APPROVING AN INTERGOVERNMENTAL PERSONNEL
AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT TO AUTHORIZE PAUL JOICE TO SERVE AS TEAM LEAD FOR
THE STRONG CITIES, STRONG COMMUNITIES INITIATIVE**

BY THE EMERGENCY MANAGER:

The City of Flint has applied for, and been selected to participate in, the Federal Government's Strong Cities, Strong Communities Initiative. Paul Joice, an employee of the U.S. Department of Housing and Urban Development, has been assigned to be the Team Lead for the Strong Cities, Strong Communities Team supporting the City. Emergency Manager, Darnell Earley, recommends approving this appointment, pursuant to the terms and conditions of the attached Intergovernmental Personnel Act. No costs associated with this appointment will be allocated to the City.

IT IS RESOLVED that Emergency Manager, Darnell Earley, approves the Intergovernmental Personnel Agreement for Paul Joice's assignment with the City of Flint.

APPROVED AS TO FORM:



Peter M. Bade, City Attorney

EM DISPOSITION:

ENACT ✓

REFER TO COUNCIL

FAIL _____


Darnell Earley, Emergency Manager

DATED: 6.19.14

RESOLUTION STAFF REVIEW FORM

DATE: June 17th, 2014

Agenda Item Title: Resolution to Approve an Intergovernmental Personnel Agreement with the U.S. Department of Housing and Urban Development, to Authorize Paul Joice to Serve as Team Lead for the Strong Cities, Strong Communities Initiative

Prepared By: Megan Hunter, Director of Planning and Development

Background/Summary of Proposed Action:

The City has been selected to participate in the Federal Government's Strong Cities, Strong Communities Initiative (SC2). As a result of this designation, the City will receive direct support from Federal employees across multiple agencies, including the Department of Housing and Urban Development (HUD), the Department of Energy, the Department of Justice, the Department of Commerce, the Department of Transportation, and the Department of Agriculture. Paul Joice, from HUD, has been appointed by SC2 leadership to serve as the Team Lead for the SC2 engagement with Flint. Paul will be embedded within City Hall, working closely with the Department of Planning and Development, and other City Departments, to ensure that the City has a strong relationship with the Federal Government. The attached Intergovernmental Personnel Agreement, which must be signed by the Emergency Manager, establishes the obligations and responsibilities of the City and HUD. The City will not incur any financial obligation associated with this assignment (as stipulated in Parts 9 and 11 of the Agreement).

Financial Implications:

The City will not incur any financial obligation associated with this assignment. HUD will pay all salary and benefits, and appropriate transportation costs, as established by the attached Agreement.

Budgeted Expenditure: Yes ___ No X **Please explain, if no:** No expenditure involved

Pre-encumbered: Yes ___ No X NA

Staff Recommendation:

The Director of Department of Planning and Development/Chief Planning Officer recommends approval of this resolution.

Staff Person: 
Megan Hunter Director of Planning and Development

Assignment Agreement

Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371-3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

Within 30 days of the effective date of the assignment, two copies of this form must be sent to:

The term "State or local government," when appearing in this form, also refers to an institution of higher education, and Indian tribal government, and any other eligible organization.

U.S. Office of Personnel Management
Personnel Mobility Program
Staffing Operations Division/CEG
1900 E street, NW
Washington, D.C. 20415

Copies of the completed and signed agreement should be retained by each signatory.

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addresses to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Program is the U.S. Office of Personnel Management.

PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. Check Appropriate Box



New Agreement



Modification



Extension

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)

Joice, Paul, Alexander

3. Social Security Number

4. Home Address (Street, City, State, Zip Code)

800 4th St SW, Apt. S104

Washington, DC, 20024

5.- A. Have you ever been on a mobility assignment?



YES



NO

5.- B. If "YES", date of each assignment (Month and Year)

From

03/2008

To

06/2008

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

U.S. Department of Housing and Urban Development, Office
of Policy Development and Research

7. State or Local Government (Identify the governmental agency)

City of Flint, Michigan

8. Is assignment being made through a faculty fellows program?

If "YES", give name of the program.



YES



NO

PART 4 - POSITION DATA

A - Position Currently Held

9. Employment Office Name and Address (Street, City, State and ZIP Code)

Office of Policy Development and Research,
451 7th St SW, Room 8120
Washington, DC 20410

10. Employee's Position Title

Social Science Analyst

11. Office Telephone Number
(Include the Area Code)

202-402-4608

12. Immediate Supervisor (Name and Title)

Carol Star, Director, Program Evaluation Division

B - Type of Current Appointment

13. Federal Employees (Check appropriate box.)



Career Competitive



Other (Specify):

Grade Level

14. State and Local Employees

State or Local Annual Salary

Original Date Employed by the
State or Local Government (Month,
Day, Year)

C - Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Street, City, State and ZIP Code)

City of Flint, Department of Planning and Development
1101 S Saginaw St
Flint, MI 48502

16. Assignee's Position Title

SC2 Team Lead

17. Office Telephone Number
(Include the Area Code)

TBD

18. Immediate supervisor (Name and Title)

Megan Hunter, Director of Planning and Development

PART 5 - TYPE OF ASSIGNMENT

19. Check Appropriate Boxes

- ☒ On detail from a Federal agency
☐ On leave c from a Federal agency
☐ On detail to a Federal agency
☐ On appointment in a Federal agency

- ☒ Full Time
☐ Part Time
☐ Intermittent

20. Period of Assignment (Month, Day, Year)

From

To

06/02/2014

06/26/2015

PART 6 - REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for the mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

The Strong Cities, Strong Communities Initiative (SC2) supports President Obama's agenda to build ladders of opportunity for all Americans who are working hard to make it to the middle class. Through historic investments and partnerships, SC2 is helping the communities that were hardest-hit by the recession. The SC2 Team Lead in Flint will be on-site representing the White House Council on Strong Cities, Strong Communities (SC2) and will work directly with the Mayor and Director of Planning and Development to support the implementation of the City's Master Plan. Flint will benefit from direct federal engagement and technical support, while HUD will benefit from increased staff expertise. Upon completion of the assignment employee will return to home office (PD&R) with new understanding of local and federal government issues related to economic resilience.

PART 7 - POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment.

Employee will be on-site Team Lead for SC2 engagement with Flint. Please see attachment for more detail.

PART 8 - EMPLOYEE BENEFITS

23. Rate of Basic Pay During Assignment

\$97,834

24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)

None

25. Leave Provisions (Indicate the annual and sick leave benefits for which employee is eligible. Specify the procedures for reporting, requesting and recording such leave.)

Annual leave and sick leave will follow existing HUD protocols; leave requests will be submitted for approval to HUD supervisor (Carol Star) via webTA. Employee will also consult with Flint City Staff (Megan Hunter, Director of Planning and Development) to avoid taking leave at times that would be inconvenient for the City, but the City will not formally approve or disapprove leave requests.

PART 9 - FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

HUD will bear the full cost of the employee's salary and benefits during the duration of the assignment. HUD will not be responsible for any costs beyond normal salary and benefits.

The purpose of the Strong Cities, Strong Communities initiative is to support distressed cities by providing dedicated federal employees. Having HUD bear the full cost of the detail is necessary for the initiative to be successful.

27. State or Local Government agency Obligations
None

PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

- ☒ 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.
- ☒ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11 - OPTIONS

30. Indicate coverage "N/A", if not applicable.

A. Federal Employees Group Life Insurance

☐ Covered ☒ N/A

B. Federal Civil Service Retirement system or federal Employees Retirement System

☒ Covered ☐ N/A

C. Federal employee Health Benefits

☒ Covered ☐ N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be related by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by Federal employee on leave without pay from the Federal agency to a State or local agency.)

None

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

None

PART 12 - TRAVEL AND TRANSPORTATION

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 3344 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

HUD will pay for work-related travel.

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes.

- ☐ A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- ☐ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- ☐ C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- ☐ D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- ☐ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. (For Federal Employees only).

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization)

City of Flint, MI

36. Date (Month, Day, Year)

From	To
06/02/2014	06/26/2015

37. Signature of Assigned Employee

Full Time

38. Date of Signature (Month, Day, Year)

6/6/2014

PART 15 - CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that;

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered in to to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status pay.

State or Local Government Agency

Federal Agency

39. Signature of Authorizing Officer

40. Signature of Authorizing Officer

41. Date of Signature (Month, Day, Year) 7

6-19-14

42. Date of Signature (Month, Day, Year)

43. Typed Name and Title

44. Typed Name and Title

Darnell Early, ICMA-CM, MPA; Emergency Manager

Jean Lin Pao, General Deputy Assistant Secretary

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personal and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted by use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to prove any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

Part 7

22. Job Description:

The team lead's role is three-fold:

1. Serve as a resource to the Mayor and city leadership team, including providing technical assistance to ensure that the economic development plan builds from areas of strength; align federal policy, funding, and regulations around community development priorities; troubleshoot problems with federal bureaucracy and programs; identify publically available federal resources and opportunities, and give strategic advice to the city about operations, management, and priorities.
2. Lead the federal team, including tracking progress on each workgroup's projects, motivating team members, and leading weekly team meetings.
3. Serve as the liaison between the city, the team, the White House Council, and other White House staff, including participating in weekly calls with White House Council leadership, in weekly meetings with city leadership, and in monthly meetings with senior agency leadership from all participating agencies. The team lead will be expected to develop relationships with local stakeholders, advise the Mayor on sensitive issues, report back to the White House Council on successes and challenges, and have a hand in the development of the SC2 initiative overall.

Skillset

The Team Lead in Flint will become familiar with Flint and the surrounding region. He should have a general knowledge of urban policy issues. He must be comfortable with the following competencies:

- 1) Leading Organizational Change, including encouraging new ideas and innovations at the city and federal level, rapidly adapting to new information, changing conditions, and/or unexpected obstacles, and liaising between many groups with disparate interests to build a shared vision to assist the city government.
- 2) Leading People, including developing the ability of team members to perform and contribute to the initiative by inspiring and fostering team commitment and troubleshooting communication issues between team members and city counterparts.
- 3) Driving Results, including identifying potential problems and new opportunities where SC2 can be of service, generating and evaluating solutions, and constantly seeking to improve city-federal relations, city operational capacity, and the economic and community development capacity of the city.
- 4) Knowledge of and/or the ability to quickly learn technical procedures, requirements, regulations, and policies across the federal government, especially as relates to localities and regions.
- 5) Political savvy and the ability to build relationships to achieve shared goals.
- 6) Strong communication skills and comfort with public speaking to represent the initiative to a variety of external audiences.