

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

TDA CONSULTING, INC.

THIS AGREEMENT is made and entered into as of 11/10, 2015, by and between the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, a public body corporate and politic, located at 735 E. Michigan Avenue, Lansing, Michigan 48912 ("Authority" or "MSHDA") and TDA CONSULTING, INC., a North Carolina corporation with a resident agent whose address is [REDACTED] ("Contractor") for the purpose of providing updates to the analysis of impediments to fair housing choice in Michigan's Community Development Block Grant non-entitled communities. (The Authority and the Contractor are collectively referred to as the "Parties").

WITNESSETH THAT:

The Authority and the Contractor do mutually agree as follows:

- 1. **Services Rendered/Scope of Work.** The Contractor shall, in a satisfactory and proper manner as determined by the Authority, render the services described in Exhibit A, which is attached and made a part of this Agreement.
- 2. **Term.** TIME IS OF THE ESSENCE to this Agreement in connection with the delivery of the products or services or both ("Products and Services") described in the Scope of Work attached and incorporated into this Agreement as Exhibit A. The performance of Products and Services shall begin on or after the execution of this Agreement by the Authority and

shall be completed no later than June 30, 2016.

3. **Contract. Price and Payment.**

a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed **One Hundred Sixty Three Thousand Dollars (\$163,000)**.

b. Work rates shall not exceed those as provided in Exhibit B – Budget attached and incorporated into this Agreement.

~~c. Payment will be made upon presentation of invoices submitted periodically for work performed. Invoices should be submitted to the **Contract Administrator (See Section 11 below)** and must include the following:~~

i. The Authority's contract number as shown above.

ii. Specific service performed and development name and number, if applicable.

iii. Amount paid to date on this Agreement itemized by monthly expenditures and total expenditures to date.

iv. Number and amount of this invoice.

v. Contractor staff member(s) and their hourly rate(s) who performed the services being invoiced.

Final payment shall be made upon the satisfactory completion and submission of all required work and documents.

d. **WORK PERFORMED OR PROVIDED PRIOR TO THE TERMS OF THIS AGREEMENT SHALL NOT BE ELIGIBLE FOR PAYMENT.**

4. **Permits and Licenses.** The Contractor shall be responsible for obtaining any and all permits, licenses, and other proper authorization or permission-related documents required for the performance of this Agreement.

5. **Insurance.** The Contractor shall maintain professional liability insurance sufficient in the amount to provide coverage for any errors or omissions arising out of the performance of this Agreement. If, during the term of this Agreement, changed conditions should, in the judgment of the Authority, render inadequate the Contractor's current insurance limits, the Contractor will furnish to the Authority proof of additional insurance as may be required.

All insurance required under this Agreement shall be acquired at the Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility. The Authority reserves the right to reject as unacceptable any insurer.

6. **Record Keeping.** The Contractor and the Authority shall maintain such personnel records as are deemed necessary by the Authority to assure a proper account for all engagement costs. These records will be made available for audit purposes to the Authority and the ~~Auditor General of the State of Michigan, or any authorized representative, and will be~~ retained for three years after the expiration of the Agreement unless permission to destroy them is granted by both the Authority and the State of Michigan.

7. **Reports** The Contractor shall promptly submit to the Authority's **Contract Administrator**/designated project representative (see Section 11) any reports prescribed in the Scope of Work, Exhibit A, attached and incorporated into this Agreement. Such reports shall include but not be limited to: progress reports, a report of all receipts, expenditures, project activities and accomplishments, including a comparison of the final budget to the approved Project Budget, Exhibit B, attached and incorporated into this Agreement, and supporting documentation for claimed reimbursements. The Authority shall prescribe the requisite form and content of reports and shall designate the dates on which the reports are to be submitted by the Contractor and subcontractor. Before the occurrence of the project completion date prescribed in Section 2 of this Agreement, the Contractor shall submit to the Authority both a project completion report and a proper final claim for expenditure reimbursement, which shall be supported by documentation of the expenditures claimed.

In addition to the project completion report and other submissions, the Contractor shall submit to the Authority a quarterly progress report in the form and containing the completion material prescribed by the Authority for that project period for each quarter this Agreement is in effect. If required, quarterly reports shall be submitted not later than as outlined in the Performance Schedule, Exhibit C attached and incorporated into this Agreement.

8. **Nondiscrimination.** In accordance with Acts No. 220 and 453 of the Public Acts of 1976, as amended, the Contractor hereby agrees in connection with the performance of Products and Services under this Agreement not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status, or disability. Breach of this covenant may be regarded as a material breach of this Agreement.

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9. **Failure to Perform.** In the event the Contractor fails to perform Products and Services required under this Agreement or performs Products and Services in an improper manner, the Parties agree that the damage that the Authority will sustain as a result thereof will be substantial and difficult, if not impossible, to ascertain. Therefore, the Parties agree that in the event the Contractor either fails to completely perform Products and Services or performs Products and Services in an improper manner, the Authority shall be entitled to a credit against the Contractor's current unpaid billings for amounts previously paid to the Contractor after the Contractor's non-performance or improper performance. For the purposes of the foregoing, the Parties agree that the Authority shall have sole discretion in determining the adequacy of the Contractor's performance and the amount of credit to be taken. The damages for the Contractor's inadequate or improper performance, as provided in this Agreement, shall not be exclusive but shall be in addition to any other damages which the Authority may be entitled to for the Contractor's default under this Agreement.

10. **Assigned Personnel.** The Contractor warrants that the personnel it will assign to perform the Products and Services under this Agreement shall possess the requisite education, competence and experience. The Contractor further acknowledges and agrees that such personnel may be subject to the evaluation and approval of the Authority, who shall retain the right to determine the sufficiency of the education, competence and experience of the personnel assigned to perform the Products and Services identified in Exhibit A attached and incorporated into this Agreement.

11. **Project Representatives.** The Contractor designates the following individual as project

representative for all matters concerning this Agreement:

[REDACTED]  
[REDACTED]  
[REDACTED]

Or

[REDACTED]  
[REDACTED]  
[REDACTED]

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[REDACTED]  
[REDACTED]  
[REDACTED]

The Authority designates the following individual as **Contract Administrator**/project representative to be the initial point of contact for all matters concerning this Agreement:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

The Contractor **shall contact only the designated Contract Administrator with any Authority-related questions, work requests, etc., as described in this Agreement, as well as any Authority-related questions, work requests, etc., falling outside the scope of this Agreement.**

Except for changes to the performance schedule (not including the project's completion date), the designated project representatives shall have no authority to make promises or binding obligations on behalf of the Authority, as such authority rests with the duly authorized persons executing this Agreement.

12. **Employees of Contractor or Key Persons.**

- a. Definition of Key Person. "Key Persons" shall be defined in this Agreement as individuals performing the Products and Services pursuant to this Agreement and (a) have signed this Agreement on behalf of the Contractor and/or (b) have been

previously provided to the Authority as part of the bidding selection and award process. Key Persons include the names of all employees, agents and independent contractors of the Contractor who perform or render Products and Services pursuant to this Agreement.

- b. Performance of Products and Services. The Contractor acknowledges that only Key Persons shall perform the Products and Services under this Agreement.
- c. **If the Contractor (or Subcontractor) wishes to add an agent, employee, or independent contractor as a Key Person during the term of this Agreement, the Contractor shall complete and submit to the Authority an additional or revised Certificate for that employee, agent, or independent contractor. (See Section 12a of this Agreement.)**
- d. 2007 PA 95, MCL 38.68c. The Contractor and its employees, agents, and independent contractors acknowledge 2007 PA 95, MCL 38.68c, as amended, requires retirees of the State Employees Retirement System (i.e., former state employees who have pensions with the State of Michigan) ("Pensioned Retirees") who become employed by the State, either directly or indirectly through a contractual arrangement with another party, on or after October 1, 2007, to forfeit their state pension for the duration of their reemployment. Effective October 2, 2010, "employed by the state" includes engagements of pensioned retirees as independent contractors.

Pensioned retirees who provide or render Products and Services under this Agreement as key persons must forfeit their pensions during the term of this Agreement if the pensioned retiree (a) is employed by the State, (b) is employed by the Contractor, (c) is a holder of an ownership interest in the Contractor, (d) is a subcontractor of the Contractor, or (e) is an employee of a subcontractor.

The Contractor acknowledges and agrees to secure the Authority's prior written consent before retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement. Retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement without the Authority's prior written consent shall be (a) a material

breach of this Agreement and (b) grounds for the Authority to terminate this Agreement and provide notice to the Office of Retirement Services that the retiree has received pension payments and payments directly or indirectly through this Agreement.

**If the Contractor employs or retains a pensioned retiree as a key person or subcontracts with a pensioned retiree, the Contractor must submit a copy of the pensioned retiree's directions to the Office of Retirement Services ("ORS") to withhold the retiree's pension payments during the term of this Agreement.**

The Contractor and the pensioned retirees it employs acknowledge and agree that neither the State, nor the Authority, nor its employees, directors, agents nor board shall be liable to the Contractor or pensioned retiree for the forfeiture of the retiree's pension payments during or after the term of this Agreement. The Contractor and pensioned retiree acknowledge that the Authority has no responsibility to confirm whether the ORS has or will forfeit the retiree's pension.

13. **Conflicts of Interest.** The Contractor acknowledges that its employees, members, shareholders, agents, or independent contractors, or subcontractors and their employees, members, shareholders and agents, prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Prior to the execution of this Agreement, the Contractor acknowledges and confirms that it has delivered to the Authority a written list of all interests of the Contractor, or its officers and employees, which may create conflicts between the interests of those entities or parties and the interests of the Authority. Should a constructive or actual conflict of interest arise during the term of this Agreement, the Contractor shall contact the Authority's Contract Administrator immediately and describe in detail the conflict of interest.
14. **Prohibited Methods and Procedures.** The Contractor and its agents, subcontractors, employees, and representatives, in the course of the performance of Products and Services under this Agreement, shall not specify, recommend, use, or permit the use of

any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or commission. The Contractor shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage, brokerage, or contingent fee.

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If Federal funds are used to pay the Contractor under this Agreement, no part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. 18 U.S.C. § 1913 (2002).

15. **Participation in Other Authority Programs.** With the exception of providing Products and Services to the Authority as described in Exhibit A of this Agreement, neither the Contractor nor the Contractor's employees, agents, officers, directors, shareholders, members or subcontractors will participate in Authority housing programs or do business with the Authority under any program in which the Authority has a direct or indirect relationship without securing approval from the Authority's Contract Administrator.
  
16. **Indemnity and Non-Limitation. Mich. Const. art. IX, § 18.** The Contractor agrees to defend, indemnify and hold harmless the Authority from any claims, damages or expenses, including reasonable attorneys' fees, arising or alleged to arise in whole or in part from damage or injury caused by or resulting from any action or inaction of the Contractor, its agents or employees, or sustained in connection with the violation of any

law, statute, ordinance or regulation by the Contractor, its agents or employees, or sustained in connection with the performance of this Agreement by the Contractor, its agents or employees, or sustained as a result of any breach of this Agreement by Contractor.

In any and all claims against the Authority or any of its officers, agents, or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under

this section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Contractor or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

**17. Nonassignability and Delegation.**

- a. The Contractor shall not assign or otherwise transfer any interest in this Agreement or in the project in any manner not provided for in this Agreement.
- b. The Contractor shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Authority's Contract Administrator and Director of Legal Affairs has given written consent to the delegation. When submitting the request to subcontract, the Contractor shall include the following information about the subcontractor:
  - i. **Name of Subcontracting Firm;**
  - ii. **Work that will be subcontracted;**
  - iii. **Names of individuals who will perform the subcontracted work;**
  - iv. **Subcontractors project representative and/or Key Person (See Section 12); and**
  - v. **List any and all Authority programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.**
- c. In the event the Contractor retains a subcontractor in accordance with Section 17b

above, the Contractor shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts, the Contractor shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Authority or otherwise deemed necessary in the opinion of the Contractor for enforcing compliance under such subcontracts.

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d. **Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Authority's Contract Administrator or Director of Legal Affairs shall be a material breach of this Agreement.** In the event a subcontractor is approved by the Authority's Contract Administrator and Director of Legal Affairs, the Key Persons for the subcontractor shall be subject to the requirements set forth in Section 12 (Employees of Contractor or Key Persons) of this Agreement, including, but not limited to, the restrictions on pension payments if a pensioned retiree is a Key Person of the subcontractor or an independent contractor retained by the Contractor.

**Subcontracting work to be performed under this Agreement without the prior written consent of the Authority's Contract Administrator and Director of Legal Affairs shall be a material breach of this Agreement.**

18. **Suspension and Debarment.** Pursuant to 1980 PA 278; MCL 423.322 *et seq.*, the Contractor, in performing this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name has been listed in the register maintained by the State of Michigan, Department of Licensing and Regulatory Affairs, of employees who have been found in contempt of court by a federal court of appeals, on not less than three occasions involving different violations during the preceding seven years, for failing to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C § 158.

**The Authority may void this Agreement if the name of the Contractor or the name of a subcontractor, manufacturer, or supplier used by the Contractor in performing this Agreement subsequently appears in the register during the period of this Agreement.**

The Contractor certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, ~~declared ineligible, or voluntarily excluded from participation in grants or~~ contracts by any federal, state, or local department or agency.

The suspension of the Contractor by the State of Michigan, an agency of the State or a department of the Federal Government, shall be at the option of the Authority, a material breach and grounds for the immediate termination of this Agreement.

19. **Independence of Contractors.** The Authority shall retain the Contractor as an independent contractor, and the Contractor hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the Authority and the Contractor or any of its employees or agents. **The Contractor, its employees and subcontractors, shall be deemed at all time and for all purposes to be independent contractors.** The Contractor acknowledges and agrees that all payments by the Authority to the Contractor shall be made without deduction for federal, state or local income taxes, social security taxes and similar items, and that the Contractor shall be solely responsible to report income under this Agreement to the Internal Revenue Service and other appropriate taxing authorities and to pay such taxes (including, without limitation, being solely responsible to make periodic estimated payments of such taxes in accordance with applicable law). The Contractor further acknowledges and agrees that all payments under this Agreement to the Contractor by the Authority shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent or replacement forms). Finally, the Authority acknowledges that the manner and means of producing the Products and Services described in Exhibit A are under the control and at the discretion of the Contractor.

20. **Ownership of Documents, Reports and Other Products.** All documents, reports and any other products developed and/or delivered to the Authority under this Agreement shall become and be the property of the Authority.

21. **Disclosure of Information.** Other than as contemplated by this Agreement, the Contractor, its agents, and subcontractors, without the prior consent of the Authority shall not:

- a. disclose information or documents created or maintained in connection with this Agreement to anyone;
- b. use information or documents created or maintained in connection with this Agreement to further any private interest.

**Use or disclosure of documents or information without the prior written consent of the Authority's Contract Administrator shall be a material breach of this Agreement.**

22. **Modifications.** The Authority or the Contractor may request modification of the scope of work, products, budget, or project work schedule to be performed by the Contractor. Modifications shall comport with the intent and purpose of this Agreement and shall be consistent with applicable state and federal regulations, limitations, guidelines, policies, and interpretations prescribed by the Authority pursuant to law. All requests for modification shall be submitted in written form by the duly authorized representative, as specified in Section 11, of the party requesting modification prior to modification implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

**No verbal representation, understanding, agreement, or interpretation of any officer, agent, employee of the Authority or Contractor, either before or after execution of this Agreement, shall modify any of the terms of this Agreement, unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement or an amendment to this Agreement executed by both parties.**

23. **Termination of Agreement.** Termination is the cancellation of this Agreement, in whole or

in part, at any time prior to the date of completion.

- a. Termination for cause. The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the terms and conditions of this Agreement. The Authority will promptly notify the Contractor in writing of the termination and the reasons for the termination, together with the effective date. Payments made to the Contractor or recoveries by the Authority under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for convenience. The Authority or the Contractor may terminate this Agreement in whole or in part when the Parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The Parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. An amendment of the terms of this Agreement is required for all terminations for convenience.
- c. Termination by Contractor. At any time prior to the first payment on the Agreement, the Contractor may, with written notification to the Authority, unilaterally cancel this Agreement. Once initiated, no Product or Services financed with Authority assistance shall be terminated by the Contractor prior to satisfactory completion without approval of the Authority. After the first payment, the Product or Services may be terminated, modified, or amended by the Contractor only by mutual agreement of the Parties. Termination requests prior to completion of the Product or Services must fully explain the reasons for the action and detail the proposed disposition of the uncompleted Product or Services.
- d. Termination of Agreement for Unavailability of Authority or Federal Funds. It is the intent and understanding of the Parties that this Agreement is contingent upon the availability of Authority or Federal funds or the receipt by the Authority of Federal funds.

If Authority funds or Federal funds approved or obligated by the Authority in connection with this Agreement are at any time rendered unavailable, the Authority shall then have the right to terminate this Agreement by the giving of a written notice,

the basis, and the effective date of the termination to the Contractor. Should this Agreement be terminated by reason of the unavailability of Authority or Federal funds for the purposes of this Agreement, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of the termination shall be delivered in a format specified by the Authority.

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~~In the event of termination under this section for lack of Authority or Federal funds,~~ the Contractor shall be entitled to receive payment for Products and Services incurred under this Agreement prior to the effective date of termination.

- e. Commitments. If this Agreement is terminated, the Contractor will not incur new obligations for the terminated portion after the effective termination date. The Contractor will at its own expense cancel any outstanding obligations. Costs incurred after the effective date of the termination will be disallowed. In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of termination shall become the property of the Authority. The Contractor will provide all finished and unfinished material as previously described within 30 days of terminating. However, the Contractor will be entitled to retain copies. The Contractor, in the event of termination under this provision, is entitled to receive reimbursement for Products and Services satisfactorily performed under this Agreement prior to the effective date of such termination. Notwithstanding the foregoing, the Contractor shall not be relieved of its liability to the Authority for the damages sustained by the Authority as the result of any breach of this Agreement until the Authority so releases the Contractor and has determined for the purpose of set-off the exact amount of damages due the Authority.

24. **Severability of Provisions.** It is declared to be the intent of the parties that if any provision of this Agreement executed by both parties or its application to any persons or circumstances is adjudged by any court of competent jurisdiction to be invalid, the court's judgment shall not affect or invalidate the remainder of this Agreement nor its application to

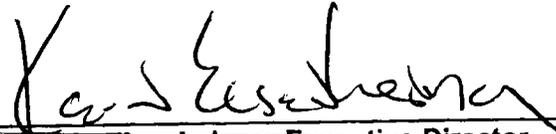
other persons or circumstances, unless so provided by the court or unless the severance of the invalid provision alters the basic intent or purpose of this Agreement, would cause an increase of the Authority's financial obligation, or renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy.

25. **Michigan Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives. All records pertinent to this Agreement are subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Contractor shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF** the Authority and the Contractor have executed this Agreement as of the date first above written.

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

By:   
Kevin Eisenhelmer, Executive Director

OR

Brian Mills, Chief Operating Officer

**TDA CONSULTING, INC.**

By: 

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH  
TDA CONSULTING, INC.**

**Scope of Work – Exhibit A**

**I. Overview**

The Authority, on behalf of the State of Michigan, published its latest Analysis of Impediments to Fair Housing Choice ("AI") in 2008. Data and conclusions presented in the original AI are outdated, however there may be benefit to having this document for reference material when preparing your submission.

AI is a review of impediments to fair housing choice in the public and private sector and involves the following:

- A. A comprehensive review of the State of non-entitled community's laws, regulations, and administrative policies, procedures, and practices;
- B. An assessment of how these laws, etc. affect the location, availability, and accessibility of housing;
- C. An evaluation of conditions, both public and private, affecting fair housing choice for all protected classes;
- D. An assessment of the availability of affordable, accessible housing in a range of unit sizes; and
- E. An analysis of whether or not the State or non-entitled community has sufficient, accurate, and current information and data to understand and document all of its fair housing impediments.

Note that HUD defines "impediments to fair housing choice" to include specific actions as well as the lack of actions(s):

- 1. Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices; and
  - 2. Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.
- F. MSHDA receives funding from HUD through the Consolidated Planning process which requires certification by MSHDA that it Affirmatively Furthers Fair Housing

("AFFH") in accordance with 24 C.F.R. 91.325 Certifications which provides in pertinent part the following:

(a) General — (1) affirmatively further fair housing. Each State is required to submit a certification that it will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the State, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard. (See § 570.487(b)(2)(ii) of this title.)

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The Consolidated Plan regulations specify that the AFFH certification requires that MSHDA engage in fair housing planning by: 1) conducting an analysis to identify impediments to fair housing choice in its jurisdiction; 2) taking appropriate actions to overcome the effects of identified impediments; 3) maintaining records to document the analysis and the actions taken; and 4) making the reports/records available and providing due notice and opportunity for public comment.

Significant revisions to and analysis of the 2008 Report and Outcomes and the creation of a new five year plan for AFFH is necessary based on the following:

**1. Fair Housing Protections**

Fair Housing protections are guaranteed through federal, state and local statutes, regulations, executive orders, ordinances and guidelines. The most common of these, the Fair Housing Act (title VII of the Civil Rights Act of 1968) and the Fair Housing Amendments Act of 1988, prohibits discrimination against certain classes of persons based on race, color, religion, sex, national origin, disability and familial status. The Fair Housing Act applies to housing regardless of whether or not it is developed or otherwise assisted with federal funds.

**2. HUD Requirements for Federal Funds**

As a condition of receiving Community Development Block Grant ("CDBG") and other HUD formula-based funding, the State must submit a Consolidated Plan that analyzes housing market conditions, assesses the housing needs of its lower income families and other groups within the eligible population, describes a strategy for addressing the identified needs, and articulates an action plan for investing federal affordable housing dollars. The Consolidated Plan's certification requirement to affirmatively further fair housing and requires States and Entitlement jurisdictions to undertake Fair Housing Planning ("FHP"). The Consolidated Plan also requires citizen participation in its analysis of housing conditions. Therefore, States and Entitlement jurisdictions are asked to seek the input and cooperation of other state and local governmental agencies, and community and business organizations.

The three components of FHP are:

- a. The AI,
- b. Actions to overcome the effects of identified impediments, that include milestones, timetables, and measurable results,
- c. Maintaining records to support the AFFH certification. Supporting documentation includes the AI, documentation of actions undertaken to eliminate impediments, and transcripts of public hearings, citizen comments/input, and progress reports (which should be kept for public review).

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States have a dual responsibility that includes undertaking FHP at the State level and ensuring that non-entitled communities comply with their AFFH certification.

### 3. Resources

Additional information may be obtained from the following publications:

- a. Fair Housing Planning Guide  
<http://www.hud.gov/offices/fheo/images/fhpg.pdf>  
NOTE: Chapter 3, 3.6 AI Areas for Review; State Level - Public and Private Sector Components Pages 3-7 to 3-10 are required.
- b. Fair Housing for HOME Participants, a model guide  
<http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/200510.pdf>  
NOTE: There is a new proposed rule pending.
- c. CPD Memorandum regarding Affirmatively Furthering Fair Housing in the Community Development Block Program  
<https://www.hudexchange.info/resources/documents/HUD-Memo-Fair-Housing-Agencies-Eligible-CDBG-Other-HUD-Program-Funding.pdf>
- d. HUD Fair Housing Toolkit  
[https://www.hudexchange.info/resources/documents/Module5\\_FHContents.pdf](https://www.hudexchange.info/resources/documents/Module5_FHContents.pdf)

### 4. Michigan's Non-Entitled Communities

Michigan's non-entitled communities are eligible applicants consisting of small cities, townships, and villages of less than 50,000 in population, and non-urban counties generally are eligible to apply for grants under the Michigan CDBG Program. There are over 1,600 eligible general purpose local governments and these governments are referred to as non-entitled communities.

Certain non-entitled community applicants apply directly to HUD for their CDBG funds and each is required to undertake its own Analysis of Impediments to Fair Housing; therefore, Bidders should exclude the following communities/areas: Genesee County (except the cities of Clio, Davison, Flushing and Lennon); Kent County; Macomb County; Oakland County (except for the townships of Novi and Southfield); Wayne County;

Washtenaw County and the following units of government that are also not eligible: Ann Arbor City, Ann Arbor Township, Bridgewater Township, Northfield Township, Pittsfield Township, Scio Township, Salem Township, Superior Township, York Township, Ypsilanti City, and Ypsilanti Township.

In addition, the following Michigan cities are not eligible to directly apply or directly receive CDBG funds and should also be excluded from the Bidder's proposal: Battle Creek, Bay City, Benton Harbor, East Lansing, Holland, Jackson, Kalamazoo, Lansing, Midland, Monroe, Muskegon, Muskegon Heights, Niles, Norton Shores, Portage, Port Huron, and Saginaw.

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## **II. Objectives, Tasks & Activities, and Deadlines**

- A. Objectives.** To successfully perform the services described in Section I above, the Contractor must satisfy the following objectives:
1. Development of an AI for MSHDA based on an analysis of current impediments to fair housing choice that is supported by the most recent and relevant data and information, which may or may not have been included in the Authority's original 2008 analysis.
  2. Compliance with HUD's Consolidated Planning requirements for affirmatively furthering fair housing, guidance and materials.
  3. Analysis to include the Michigan non-entitled communities.
  4. An inclusive process to ensure the perspectives of the public sector, affected industry professionals, and members of each protected class are considered during the development of the AI.
  5. Identification of current impediments to fair housing choice within the communities previously identified above.
  6. Specific actions that can be taken by either/both state and local municipalities to overcome the effects of any identified fair housing impediments.
  7. Identification of effective record-keeping methods to document actions taken by either/both the state and local municipalities to overcome the effect of any identified fair housing impediments.
  8. Comprehensive review of state and local laws, regulations and administrative policies, procedures and practices and an assessment of how these laws, regulations, policies, procedures and practices affect the location, availability and accessibility of housing in the non-entitled communities.

9. An assessment of the conditions, both private and public, affecting fair housing choice for all protected classes.
10. An assessment of the availability of affordable, accessible housing in a range of unit sizes.
11. Determination of whether the state and/or the covered areas have sufficient, accurate, and current information and data to understand and document all of its fair housing impediments.

**B. Activities/Responsibilities Necessary to Complete Scope of Work.** To achieve the objectives, the Contractor shall perform the following activities:

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1. Identification and implementation of the best method(s) to collect needed data.
2. Consultation with state and local public and private agencies including those that provide assisted housing, health and social services, fair housing centers, planning agencies, public housing authorities, agencies receiving Housing Opportunities for Persons with AIDS (HOPWA) funds within the eligible area(s) and any other agencies, institutions or corporations having relevant input for inclusion in the update.
3. Collection of current and relevant statistical and informational data and the representation thereof in charts and narrative as the basis of the 2015 Update to the Analysis of Impediments to Fair Housing Choice in Michigan's non-entitled communities.
4. Citizen participation activities such as publishing information, coordinating meetings, focus groups and hearings, summarizing and responding to public comment.
5. Organization and consolidation of all elements of impairments to fair housing into a thorough and comprehensive document that meets HUD's proposed guidelines in the Fair Housing Planning Guide and Model Program Guide.
6. Preparation of draft summary of Update to Analysis of Impediments to Fair Housing Choice in non-entitled communities in Michigan incorporating all preparations, communications and actions taken, including, but not limited to methodology, priorities, assumptions, transcriptions of meetings and hearings, copies of all communication, announcements and correspondence.
7. Recommendation of potential actions to be taken by the state and local municipalities to address the identified impediments.

8. Preparation of the final 2015 Update to the Analysis of Impediments to Fair Housing Choice in non-entitled communities.

**C. Products or Milestones to be Met.** Products or Milestones include:

1. Determination of supporting source documentation for AI.
  2. Compilation/Analysis of source documentation for actions undertaken between 2008-2015 identified in AI.
  3. Survey compilation/Studies evaluating the effectiveness of the actions.
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4. Summaries of transcripts from public hearings, meetings, and citizen comment/input.
  5. Development of technical assistance recommendations to require all state-funded jurisdictions to promote fair housing choice at the local level that has measurable results.
  6. Draft submitted to MSHDA and formal presentation - by June 15, 2016. See Exhibit C below.
  7. Final document Approved by MSHDA prior to June 30, 2016. See Exhibit C below.
  8. One electronic pdf document, one original paper submission, and four color copies of the MSHDA-approved final document.
  9. Quarterly Progress Reports as prescribed below in Exhibit C.

**D. Deadlines for Completing Objectives.** The Contractor shall follow the Performance Schedule outlined in Exhibit C attached and incorporated into this Agreement.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
 AGREEMENT FOR PROFESSIONAL SERVICES  
 WITH  
 TDA CONSULTING, INC.

Budget – Exhibit B

<b>WORK ITEMS</b>	<b>TOTAL</b>
<b>Labor</b>	
Estimate of 873 hours, average rate \$144.49/hour	
> TDA	\$96,303
> Civitas (Subcontractor)	\$29,838
	\$126,141
<b>Travel (subject to state rates in effect at the time)</b>	
Transportation; Food; Lodging	\$8,222
<b>G&amp;A and Fee</b>	
	\$21,807
<b>Supplies &amp; Materials</b>	
	\$6,700
	\$162,870

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Performance Schedule – Exhibit C

Date	Work Items
November 15, 2015	Kick Off Meeting
November 30, 2015	Determination of Supporting Source Documentation for AI
January 15, 2016	Compilation/Analysis of Source Documentation for Actions Undertaken between 2008-2015 Identified in AI
January 4- February 1, 2016	Public Engagement and Stakeholder Outreach
February 1, 2016	Survey Compilation/Studies Evaluating the Effectiveness of Actions
February 15, 2016	Summaries of Transcripts from Public Hearings, Meetings, and Citizen Comment/Input
February 29, 2016	Initial Draft Submitted to MSDHA for Review
March 18, 2016	Development of Technical Assistance Recommendations to Require All State-Funded Jurisdictions to Promote Fair Housing Choice at the Local Level that has Measurable Results
March 29, 2016	MSHDA Comments to Initial Draft Sent Back to Contractor
April 16, 2016	Revised Draft Submitted to MSHDA for Review
April 29, 2016	MSHDA Comments to Revised Draft Sent Back to Contractor
May 16, 2016	Final Draft Submitted to MSDHA for Review
May 23, 2016	Final Draft Approved by MSHDA
May 31, 2016	Final Approved Report Submitted, including One Electronic Copy (.pdf), One Original Hard-Copy (paper), and Four Color Copies
<b>Quarterly Reports</b>	
January 15, 2016	First Quarterly Report Due
April 15, 2016	Second Quarterly Progress Report due
May 16, 2016	Final Quarterly Progress Report due
<b>Project Close-Out</b>	
June 2016	Submit Completion Report
June 2016	Submit final payment request with financial documentation to SHPO
June 30, 2016	Anticipated final MSHDA payment date