

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

**EXHIBIT B**

**PRICING**

**FIRST AMENDMENT TO AGREEMENT**

**FOR**

**PROFESSIONAL SERVICES BETWEEN**

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

**AND**

**ENTERPRISE COMMUNITY PARTNERS, INC.**

THIS SECOND AMENDMENT OF AGREEMENT FOR PROFESSIONAL SERVICES ("Second Amendment"), made and entered into as of **June 27, 2022**, by and between the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY ("Authority"), and ENTERPRISE COMMUNITY PARTNERS, INC ("Contractor"). The Authority and the Contractor in this First Amendment are collectively referred to as the "Parties".

**WITNESSETH:**

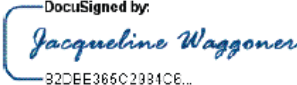
WHEREAS, the Parties entered into Professional Services Contract No. 22-12-RD dated June 27, 2022 ("Contract"), whereby the Contractor agreed to perform a Racial Equity Impact Assessment (REIA) pertaining to the Qualified Allocation Plan (QAP) and its processes and consider how incorporating racial equity into its design may garner opportunities for wealth building and advancing racial equity in communities developed with Low-Income Housing Tax Credits (LIHTC). as more particularly set forth in the Contract.

NOW THEREFORE, the Parties mutually agree to amend the terms of the Contract per Exhibit B attached below.


This First Amendment may be executed by separate counterparts, which taken together shall constitute a single executed amendatory instrument.

**IT IS LASTLY AGREED** by and between the Parties that the Contract 22-12-RD executed on June 27, 2022, excepting the portions amended hereby, together with this amendatory instrument and the revised provisions herein, constitute the entire agreement of the Parties and that, except as expressly modified in this Second Amendment, the terms and conditions expressed within the original Contract 22-12-RD executed on June 27, 2022, will remain in full force and effect.

**ENTERPRISE COMMUNITY PARTNERS, INC.**

By:  \_\_\_\_\_  
Jacqueline Waggoner, President, Solutions Division

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

By:  \_\_\_\_\_  
Gary Heidel, Acting Executive Director

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**  
**EXHIBIT B**  
**PRICING**

| Enterprise Staff Name         | Title                 | Total Cost        | Hourly Rate | Total Hours | Allocation by Phase               |               |                |                 |                        |
|-------------------------------|-----------------------|-------------------|-------------|-------------|-----------------------------------|---------------|----------------|-----------------|------------------------|
|                               |                       |                   |             |             | Project Management & Coordination | Phase I Tasks | Phase II Tasks | Phase III Tasks | Implementation Support |
| Makeda Marshall-NeSmith       | Program Director      | \$45,000.00       | 150         | 300         | \$7,500                           | \$3,750       | \$17,250       | \$15,000        | \$1,500                |
| Evelyn Zwiebach               | Director              | \$16,575.00       | 195         | 85          | \$1,950                           | \$2,925       | \$5,850        | \$1,950         | \$3,900                |
| Traci Sanders                 | Director              | \$11,700.00       | 195         | 60          | \$0                               | \$1,950       | \$5,850        | \$3,900         | \$0                    |
| Zachary Patton                | Director              | \$9,750.00        | 195         | 50          | \$0                               | \$1,950       | \$3,900        | \$3,900         | \$0                    |
| Bithia Ratnasamy              | Director              | \$7,800.00        | 195         | 40          | \$0                               | \$975         | \$975          | \$5,850         | \$0                    |
| Isabelle Atkinson             | Program Officer       | \$12,600.00       | 120         | 105         | \$0                               | \$600         | \$7,200        | \$4,800         | \$0                    |
| Briana Mason                  | Program Officer       | \$12,600.00       | 120         | 105         | \$0                               | \$600         | \$4,800        | \$7,200         | \$0                    |
| Jarrod Elwell                 | Senior Director       | \$7,000.00        | 250         | 28          | \$0                               | \$2,500       | \$2,000        | \$1,500         | \$1,000                |
| Melinda Clemons               | Vice President        | \$13,275.00       | 295         | 45          | \$0                               | \$1,475       | \$5,900        | \$5,900         | \$0                    |
| Olivia Plainchaud             | Program Associate     | \$1,760.00        | 110         | 16          | \$0                               | \$0           | \$550          | \$660           | \$550                  |
| Management & Operations Staff |                       | \$13,640.00       |             |             |                                   |               |                |                 |                        |
|                               |                       |                   |             |             |                                   |               |                |                 |                        |
| <b>Subcontractor</b>          | <b>Role</b>           | <b>Total Cost</b> |             |             |                                   |               |                |                 |                        |
| Chicago United for Equity     | REIA Process Advising | \$12,750          |             |             |                                   |               |                |                 |                        |
| Aaron Geis                    | Graphic Design        | \$10,000          |             |             |                                   |               |                |                 |                        |

|  |   |                     |              |  |  |  |  |  |  |
|--|---|---------------------|--------------|--|--|--|--|--|--|
| Novagradac & Company LLP                               | Analysis, Recommendations, Implementation | \$60,000            |              |  |  |  |  |  |  |
| Community Economic Development Association of Michigan | Stakeholder Engagement                    | \$48,000            |              |  |  |  |  |  |  |
| Sandy Soto   |   | \$3,990             |              |  |  |  |  |  |  |
| Total;   |   |                     | \$143,130.02 |  |  |  |  |  |  |
| <b>Travel (excluding subcontractor travel)</b>         | <b>Number</b>                             | <b>Total Cost</b>   |              |  |  |  |  |  |  |
| Airfare  | 4   | \$900               |              |  |  |  |  |  |  |
| Lodging  | 4   | \$340               |              |  |  |  |  |  |  |
| Lodging Tax  | 4   | \$27.20             |              |  |  |  |  |  |  |
| M&I  | 4   | \$179               |              |  |  |  |  |  |  |
| Taxi   | 4   | \$160               |              |  |  |  |  |  |  |
|  |   |                     |              |  |  |  |  |  |  |
| <b>Other Costs</b>                                     |   |                     |              |  |  |  |  |  |  |
| Subcontract G&A  |   | \$13,755.9          |              |  |  |  |  |  |  |
|  |   |                     |              |  |  |  |  |  |  |
| <b>Total Proposed Price</b>                            |   | <b>\$301,802.10</b> |              |  |  |  |  |  |  |

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**  
**EXHIBIT B**  
**PRICING**

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| Total;   |   |                     | \$143,130.02 |  |  |  |  |  |  |
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| M&I  | 4   | \$179               |              |  |  |  |  |  |  |
| Taxi   | 4   | \$160               |              |  |  |  |  |  |  |
|  |   |                     |              |  |  |  |  |  |  |
| <b>Other Costs</b>                                     |   |                     |              |  |  |  |  |  |  |
| Subcontract G&A  |   | \$13,755.9          |              |  |  |  |  |  |  |
|  |   |                     |              |  |  |  |  |  |  |
| <b>Total Proposed Price</b>                            |   | <b>\$301,802.10</b> |              |  |  |  |  |  |  |

**CONTRAC NO. 22-12-RD**

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**WITH**

**ENTERPRISE COMMUNITY PARTNERS, INC.**

**THIS AGREEMENT** is made and entered into as of the **27th day of June, 2022**, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic ("**Authority**") and Enterprise Community Partners, Inc., a foreign corporation authorized to conduct business in the state of Michigan ("**Contractor**") to perform a Racial Equity Impact Assessment (REIA) pertaining to the Qualified Allocation Plan (QAP) and its processes and consider how incorporating racial equity into its design may garner opportunities for wealth building and advancing racial equity in communities developed with Low-Income Housing Tax Credits (LIHTC). (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 Scope of Work, 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 26, 2024 (the "Term"). At its discretion, the Authority may extend this Agreement for up to one eighteen-month period. If an extension is

implemented, the Authority will provide the Contractor with notice of such extension at least thirty (30) days prior to the end of the Term and the extension shall be documented in writing (such as an amendment to this Agreement).

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

a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed Three **Hundred One Thousand Eight Hundred Two Dollars And Ten Cents (\$301,802.10)**.

b. Services and expenses shall be billed at the rates set forth in Exhibit B. Out-of-pocket travel expenses (such as lodging, meals, standard rate mileage) are to be reimbursed according to the State of Michigan travel rate schedule, and Authority policy, in effect when the expenses are incurred. State travel rates are subject to change during the term of an awarded contract. Current travel information can be found here:

[https://www.michigan.gov/dtmb/0,5552,7-358-82548\\_13132---,00.html](https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html)

c. Payment will be made upon presentation of invoices submitted periodically for work performed. Invoices and statement should be submitted to the Authority's Contract Administrator and, collectively, must include the following:

- i The Authority's contract number as shown above.
- ii Specific service performed and campaign name, if applicable.
- iii Amount paid to date on this Agreement itemized by monthly expenditures and total expenditures to date.
- iv Invoice number and total amount due.
- v Name of point of contact for services that were performed.
- vi Contractor staff member(s) and their hourly rate(s) who performed the services being invoiced (if applicable).

- vii Copies of signed receipts indicating that deliverable assets produced during the billing period, including but not limited to electronic, printed and other produced materials have been delivered to the Authority during the billing period.

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

- c. WORK PERFORMED OR PROVIDED PRIOR TO THE TERM OF THIS AGREEMENT SHALL NOT BE ELIGIBLE FOR PAYMENT UNDER THIS AGREEMENT.

- 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 by highly rated carriers (AM Best's AA or better) or self-insurance sufficient in the amount to provide coverage for any errors or omissions arising out of the performance of this Agreement. Upon request, the Contractor will furnish to the Authority proof of such insurance or self-insurance. All insurance or self-insurance required under this Agreement shall be acquired at the Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility. Any failures to meet the above insurance requirements shall be promptly corrected.
- 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 seven 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 (see Section 11) any monthly reports prescribed in Exhibit A, attached and incorporated into this Agreement.
  
8. **Nondiscrimination.** In accordance with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, the Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement.
  
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 may be substantial and difficult, if not impossible, to ascertain. Therefore, the Authority may proceed with all rights and remedies allowed by law or equity. 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 and has received payment for such incomplete or improper performance of Products and Services, the Authority shall

be entitled to a credit against the Contractor's current unpaid billings for amounts such amounts previously paid to the Contractor after the Contractor's non-performance or improper performance. legal rights and liabilities of the Parties. . For the purposes of the foregoing, the Parties agree that the Authority shall have sole, reasonable 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 programmatic matters concerning this Agreement:

Makeda Marshall-NeSmith  
Program Director  
Enterprise Community Partners, Inc.  
1 Whitehall St., 11<sup>th</sup> Floor  
New York, NY 10001  
Phone: (202) 403-8007  
Email: mmarshall-nesmith@enterprisecommunity.org

For contract management issues, the following person is designated:

Inge Siggelkow  
Director, Grants and Contracts  
Enterprise Community Partners, Inc.  
70 Corporate Center  
11000 Broken Land Parkway, Suite 700  
Columbia, MD 21044  
Phone: (410) 772-2530  
Email: [isiggelkow@enterprisecommunity.org](mailto:isiggelkow@enterprisecommunity.org)

The Authority designates the following individual as the **Contract Administrator** and is the only person authorized to process any modifications to the terms of this Agreement, and any changes under this Agreement:

Joe Kelly  
Authority Buyer  
735 East Michigan Avenue  
Lansing, MI 48912  
Phone: 517-241-7121  
Email: [kellyj11@michigan.gov](mailto:kellyj11@michigan.gov)

The Authority designates the following individual as the **Project Representative(s)** and will monitor and coordinate the day-to-day activities of the Agreement.

Odessa Carson  
Compliance and Grants Manager  
735 East Michigan Avenue  
Lansing, MI 48912  
Phone: 517-241-8375  
Email: [carsono@michigan.gov](mailto:carsono@michigan.gov)

**The Contractor shall contact only the designated Contract Administrator or Project Representative 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 Project Persons.**

- a. Definition of Project Persons. **“Project Persons”** shall be defined in this Agreement as individuals performing the Products and Services pursuant to this Agreement, and/or signed this Agreement on behalf of the Contractor. Project 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 Project Persons shall perform the Products and Services under this Agreement.
- c. Exhibit C - Project Personnel. If the Contractor (or Subcontractor) wishes to add an agent, employee, or independent contractor as Project Persons during the term of this Agreement, the Contractor shall complete and submit to the Authority an additional or revised Certificate Verifying Project Personnel of the Contractor / Subcontractor (“Certificate”), attached to this Agreement as Exhibit C, for that employee, agent, or independent contractor.
- 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 Project 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 Project Persons 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. Find more information on the ORS website: <http://michigan.gov/ORS>.**

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 Director of Legal Affairs 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.

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 Director of Legal Affairs.
  
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 Project 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.

Notwithstanding the foregoing, provided the information regarding the subcontractors listed in Enterprise's response to the Request for Proposal for the



Racial Equity Impact Assessment (REIA) remains accurate and meets the requirements set out in (i)-(v) above, the Authority will deem such subcontractors approved.

- 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.

- 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 Project Persons for the subcontractor shall be subject to the requirements set forth in Section 12 (Employees of Contractor or Project Persons) of this Agreement, including, but not limited to, the restrictions on pension payments if a pensioned retiree is a Project 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 times 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. Notwithstanding the foregoing, the Authority agrees that any of the Contractor's or a subcontractor's pre-existing (i.e., existing prior to the Term of this Agreement) and/or pre-existing generic intellectual property, including systems and models for analyzing the Product and Services (the "Generic IP") shall not be the property of the Authority. As applicable, the Contractor hereby grants to the Authority a perpetual, irrevocable, fully-paid license to use the Generic IP owned by the Contractor to the extent it is integrated into deliverables provided by the Contractor to the Authority. The license expressly includes the Authority's right to disclose and/or provide copies of the deliverables to the extent it deems necessary to comply with applicable federal or state freedom of information act requirements or to comply with authorities with competent jurisdiction without notice or further fees to the Contractor. In the instance of a subcontractor owning the Generic IP, the Contractor shall include in any subcontractor

agreement similar provisions that bind the subcontractor to provide an irrevocable license to the Authority.

21. **Disclosure of Information.** Other than as contemplated by this Agreement and the Product and Services, 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 an authorized officer of the Authority 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 if appropriate the payment terms for Products and Services delivered, 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 the Contractor sends the written notification to the Authority, , the Contractor shall continue to complete any Product or Services in progress until the effective date of the termination unless the Authority agrees otherwise. In the event of termination by the Contractor under this section, the Contractor shall be entitled to receive payment for Products and Services received and approved by the Authority prior to the effective date of termination.

After the first payment, the Product or Services may be terminated, modified or amended by request of 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, as applicable, 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.

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. **Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Agreement; such rights, obligations, or conditions include, but are not limited to, those related to insurance; indemnification and non-limitation of liability; disclosure of information; ownership of documents, reports and other products; and prohibited methods and disclosure.
25. **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.

26. **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.
27. **Counterparts.** This Agreement may be executed in several counterparts which together shall be deemed to constitute an original agreement.



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

**ENTERPRISE COMMUNITY PARTNERS, INC.**

By:  82DBE365C2984C6...

Jacqueline Waggoner  
President, Solutions Division

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

By: Gary Heidel  Digitally signed by Gary Heidel  
Date: 2022.06.29 10:12:08 -04'00'

Gary Heidel  
Acting Executive Director

# MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

## EXHIBIT A

### Scope of Work

#### I. Overview

The Contractor will work with the Authority to examine the Qualified Allocation Plan (QAP) and its processes through a racial equity lens and consider how incorporating racial equity into its design may garner opportunities for wealth building and advancing racial equity in communities developed with Low-Income Housing Tax Credits (LIHTC).

The LIHTC program is designed to provide incentives to the private sector to develop affordable rental housing. The QAP is a set of instructions to guide LIHTC developers through the process of acquiring tax credits for producing affordable rental units. The efforts of the Authority to build housing are multi-faceted and the QAP guides only a portion of those efforts, specifically those limited to rental developments that receive tax credits.

The Authority's QAP has traditionally centered around economic mobility and investments in low-income areas, however racial equity has not yet been a factor in determining a developer's eligibility for tax credits or the design, location, or operation of developments.

According to the Statewide Housing Needs Assessment, Michigan's housing market faces numerous longstanding inequities that make it difficult for all residents to obtain safe, stable, attainable housing. The COVID-19 pandemic amplified existing disparities in housing access as well as other indicators of health and quality of life. These disparities exist along geographic (urban, suburban, and rural) and social (race/ethnicity, age, income) dimensions throughout the state.

- 13% of Michigan households live below the Federal Poverty Level (FPL). 25% of Michigan households have incomes at the Asset Limited, Income-Constrained, and Employed (ALICE) level—i.e., they have jobs but still struggle to afford essential expenses like housing.
- According to the Michigan Homeless Management Information System (HMIS) data, Black Americans make up 52% of the homeless population while accounting for only 14% of the overall population. This is 6% higher than what the Department of Housing and Urban Development is seeing. According to the 2020 Annual Homelessness Assessment Report (AHAR) 40% of the homeless population nationally were Black.
- According to the 2020 AHAR, 48% of all people experiencing homelessness were White compared with 74% of the U.S. population. People identifying as Hispanic or Latino/Latinx (who can be of any race) are about 23% of the homeless population but only 16% of the population overall.

- Housing affordability is a major barrier in Michigan. Before the pandemic, 48% of Michigan renters and 18% of homeowners paid too much for housing (over 30% of their income). This situation worsened after the pandemic.
- Between January 2013 and October 2021, the asking rent for a Michigan apartment increased in price by 20%, with the highest increases registered in mid-market properties most likely to contain affordable units.
- Many users of Housing Choice Vouchers find that locating rental units where they can use their subsidy is very challenging. This is due to a relative lack of quality units for rent and a shortage of landlords who wish to participate in the program.

Catastrophic and culturally traumatic events have led to the systematic denial of access and equal rights for people of color. For example, Black Americans have experienced a range of oppression from slavery to legal segregation. While many of these events are regarded as historic, the longstanding effects of past and present discrimination perpetuate disparities in housing, criminal justice, child welfare, health, and other sectors. Many of these disparities directly contribute to Black Americans experiencing higher rates of homelessness than all other populations.

Unfortunately, Black Americans are not the only over-represented racial group in the homeless population. Due to many of the same discriminatory practices, American Indians/Alaskan Native are also at higher risk for experiencing homelessness. Current and historical trauma among indigenous people – including displacement, genocide, forced assimilation, and culture/language suppression – factor into the prevalence and risk of homelessness.

Given this context, the Authority will work with the Contractor to lead the REIA process with the ability to tailor it as needed to meet stated outcomes and deliverables, as well as the structures of the QAP process itself, through a racial equity lens. This REIA will be the first phase of a two-part process. During Phase I, the Contractor will assess the QAP and LIHTC developments across the state and use this information to create a plan to be implemented in Phase II. The engagement process will address all regions of the state and connect to the Authority's Strategic Plan, the Michigan Statewide Housing Plan, and the Michigan Campaign to End Homelessness (MCTEH) Strategic Plan. Using data sources in identifying where disparities lie and any evidence based and/or best practices for intervention is a requirement of the REIA.

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

### **A. General Objectives.**

At a minimum, Phase I will produce a REIA that encompasses the following priorities:

1. Provide detailed recommendations on ways to make the QAP more just and equitable from a racial equity lens and share resources that exist along geographic (urban, suburban, and rural) and social (race/ethnicity, age, income, persons with disabilities) dimensions throughout the state and other resources deemed necessary by the Authority.
2. Present the results and recommendations of the REIA and humanize them through fictional stories of residents, developers, and property managers. Include regional perspectives in fictional stories.

3. Description of the evolution of Michigan's QAP.
4. An assessment of the current landscape of low-income housing and the allocation of tax credits in Michigan as well as an overview of national observation.
5. An outline of the REIA Process.
6. Detail next steps for how the Authority can continue to advance racial equity in the QAP and its processes.
7. Provide the Authority with an understanding of how to transform the systems and structures it has in place to make them more just and equitable for all.

**B. Specific Tasks & Activities for Phase I  
Initiate Project**

Prior to assessment process Contractor will:

1. Meet with Authority staff to learn about the QAP/LIHTC Program, direct lending, and pass-through developments.
2. Review relevant documents, existing data, and identify additional data to be collected for analysis. Gather social determinants of equity indicators and other disparity metrics.
3. Develop detailed work plan and timeline.
4. Review list of organizations for assessment and identify additional organizations for inclusion into list.
5. Coordinate regular progress update meetings with Authority staff.
6. In partnership with Authority staff, identify roles and responsibilities of state Authority staff and external partners involved in the REIA process.
7. Identify and deliver training to Authority staff and others as appropriate on Equity and REIA process.

**Assessment Process**

1. Contractor will plan, host, and facilitate needs assessments with the Authority and engage priority populations and stakeholders across the state. These assessments should include the following segments:
  - a. Developers, property management companies, and non-profits involved in housing
  - b. State agencies
  - c. LIHTC residents
  - d. Philanthropic organizations
  - e. Black, Indigenous, People of Color (BIPOC)

- f. People with lived experience/expertise in homelessness and any other affordable housing and income eligibility bracket, including those that are housed and overburdened.
  - g. Frontline staff
  - h. Municipalities
  - i. State law makers from the legislature
  - j. People with disabilities and disability advocates
  - k. Older adults
  - l. Any other segments deemed necessary to include by the Authority.
2. Coordinate, facilitate, and/or conduct in-person and/or virtual meetings in each of the ten (10) [State of Michigan Prosperity Regions](#). These assessments can be a combination of all data and material sources deemed useful over the past ten (10) years (reviewing key documents, surveys, community conversations, etc.).
  3. Formulate root causes of the problem through facilitated dialogue using the fishbone diagram research, by focusing on causes, not symptoms.
  4. Conduct consensus workshops to sketch potential solutions to housing disparities and inequities.
  5. Examine the gap between data and practice and collect more in-depth information about the housing disparities, inequities, and the proposed recommendations
  6. Review of direct lending and pass-through developments
  7. Assess and analyze collected feedback and data to develop the REIA.
  8. Establish long-term accountability and evaluation methods to measure long-term effectiveness
  9. Identify and implement transparent and accessible communication of standardized process
  10. Present recommendations and REIA to the Authority, partners, and public, as appropriate.

### **Ongoing Engagement with Authority Stakeholders and Partners**

1. The Contractor will create an iterative process that allows for feedback from the Authority's stakeholders and partners. The Contractor will debrief the Authority's stakeholders and partners after the completion of the assessment process and provide a written summary of the following:
  - a. Findings from the REIA that includes comments, feedback, and suggestions, and any other relevant information.
  - b. Creation of a process to engage stakeholders and partners to gather feedback on the implementation of goals identified in the REIA.

2. The Contractor will incorporate feedback sessions with the Authority's stakeholders and partners during the creation of the REI plan for Phase II implementation.

### **Creation of the REIA Implementation Plan for Phase II**

1. Using the data collected from the REIA process, the Contractor will create a REI implementation plan to transform the QAP process and the structures through a racial equity lens.
2. Implement accountability and evaluation methods to measure the REIA's long-term effectiveness.
3. Provide REIA training to staff and select community partners that includes strategies for implementation and other pertinent training aspects related to REIA implementation.

### **C. Additional Information.**

Through the QAP, MSHDA allocates approximately \$25 million annually in low-income housing tax credits (LIHTC), resulting in creation or rehabilitation of over 1500 units through the 9% program. The 9% LIHTC funding rounds are competitive and must follow the thresholds and scoring criteria laid out in the QAP and related Scoring Criteria. The Authority typically holds two 9% funding rounds annually, allocating approximately half of the 9% credits in each round. Credit is awarded to projects that have the highest score in each category. The Scoring Criteria includes incentives for projects that are near amenities like transportation, jobs and services, as well as incentives for meeting green building standards and efficient use of the credits. The QAP also applies to projects requesting 4% credit through MSHDA's direct lending and pass-through bond programs, creating or rehabilitating over 2000 units outside of the 9% program. Projects applying for 4% credit must have a minimum score of 30 in the related QAP Scoring Criteria. The QAP is updated every two years. Please see the schedule in section I, above, for more information on the next scheduled update.

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## MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

### EXHIBIT B

### PRICING

|  |   |                     |           |           | Allocation by Phase              |               |                |                |                        |
|--|---|---------------------|-----------|-----------|----------------------------------|---------------|----------------|----------------|------------------------|
| Enterprise Staff Name                                  | Title                                     | Total Cost          | Hourly Ra | Total Hou | Project Management & Coordinator | Phase I Tasks | Phase II Tasks | Phase III Tasl | Implementation Support |
| Makeda Marshall-NeSmith                                | Program Director                          | \$ 45,000           | 150       | 300       | \$7,500                          | \$3,750       | \$17,250       | \$15,000       | \$1,500                |
| Evelyn Zwiebach  | Director                                  | \$ 16,575           | 195       | 85        | \$1,950                          | \$2,925       | \$5,850        | \$1,950        | \$3,900                |
| Traci Sanders  | Director                                  | \$ 11,700           | 195       | 60        | \$0                              | \$1,950       | \$5,850        | \$3,900        | \$0                    |
| Zachary Patton   | Director                                  | \$ 9,750            | 195       | 50        | \$0                              | \$1,950       | \$3,900        | \$3,900        | \$0                    |
| Bithia Ratnasamy                                       | Director                                  | \$ 7,800            | 195       | 40        | \$0                              | \$975         | \$975          | \$5,850        | \$0                    |
| Isabelle Atkinson                                      | Program Officer                           | \$ 12,600           | 120       | 105       | \$0                              | \$600         | \$7,200        | \$4,800        | \$0                    |
| Briana Mason   | Program Officer                           | \$ 12,600           | 120       | 105       | \$0                              | \$600         | \$4,800        | \$7,200        | \$0                    |
| Jarrold Elwell   | Senior Director                           | \$ 8,750            | 250       | 35        | \$0                              | \$2,500       | \$2,500        | \$2,500        | \$1,250                |
| Melinda Clemons  | Vice President                            | \$ 13,275           | 295       | 45        | \$0                              | \$1,475       | \$5,900        | \$5,900        | \$0                    |
| Management & Operations Staff                          |   | \$ 13,756           |           |           |                                  |               |                |                |                        |
|  |   |                     |           |           |                                  |               |                |                |                        |
|  |   |                     |           |           |                                  |               |                |                |                        |
| <b>Subcontractor</b>                                   | <b>Role</b>                               | <b>Total Cost</b>   |           |           |                                  |               |                |                |                        |
| Chicago United for Equity                              | REIA Process Advising                     | \$12,750            |           |           |                                  |               |                |                |                        |
| Aaron Geis   | Graphic Design                            | \$10,000            |           |           |                                  |               |                |                |                        |
| Novagradac & Company LLP                               | Analysis, Recommendations, Implementation | \$60,000            |           |           |                                  |               |                |                |                        |
| Community Economic Development Association of Michigan | Stakeholder Engagement                    | \$52,000            |           |           |                                  |               |                |                |                        |
|  |   |                     |           |           |                                  |               |                |                |                        |
|  |   |                     |           |           |                                  |               |                |                |                        |
| <b>Travel (excluding subcontractor travel)</b>         | <b>Number</b>                             | <b>Total Cost</b>   |           |           |                                  |               |                |                |                        |
| Airfare  | 4   | \$900               |           |           |                                  |               |                |                |                        |
| Lodging  | 4   | \$340               |           |           |                                  |               |                |                |                        |
| Lodging Tax  | 4   | \$27                |           |           |                                  |               |                |                |                        |
| M&I  | 4   | \$179               |           |           |                                  |               |                |                |                        |
| Taxi   | 4   | \$160               |           |           |                                  |               |                |                |                        |
|  |   |                     |           |           |                                  |               |                |                |                        |
| <b>Other Costs</b>                                     |   |                     |           |           |                                  |               |                |                |                        |
| Subcontract G&A  |   | \$13,640            |           |           |                                  |               |                |                |                        |
|  |   |                     |           |           |                                  |               |                |                |                        |
| <b>Total Proposed Price</b>                            |   | <b>\$301,802.10</b> |           |           |                                  |               |                |                |                        |

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

**EXHIBIT C**

**PROJECT PERSONNEL**

**CERTIFICATE VERIFYING PROJECT PERSONNEL OF THE CONTRACTOR/SUBCONTRACTOR**

The Contractor/Subcontractor acknowledges that the following personnel are Project Personnel of the Contractor/Subcontractor:

(1) Name Melinda Clemons  
*(Print or type name above line)*

Title with Contractor/Subcontractor Vice President

**Is this person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes \_\_\_\_\_/No X**

(2) Name Jarrold Elwell  
*(Print or type name above line)*

Title with Contractor/Subcontractor Senior Director

**Is the person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes \_\_\_\_\_/No X**

(3) Name Zachary Patton  
*(Print or type name above line)*

Title with Contractor/Subcontractor Director

**Is the person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes \_\_\_\_\_/No X**

(4) Name Bithia Ratnasamy  
*(Print or type name above line)*

Title with Contractor/Subcontractor Director

**Is the person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes \_\_\_\_\_/No X**



(5) Name Traci Sanders  
(Print or type name above line)

Title with Contractor/Subcontractor Director

Is the person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes \_\_\_\_\_/No X

(6) Name Evy Zwiebach  
(Print or type name above line)

Title with Contractor/Subcontractor Director

Is the person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes \_\_\_\_\_/No X

(7) Name Marion McFadden  
(Print or type name above line)

Title with Contractor/Subcontractor Senior Vice President, Public Policy and Senior Advisor, Resilience

Is the person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes \_\_\_\_\_/No X

(8) Name Makeda Marshall-Nesmith  
(Print or type name above line)

Title with Contractor/Subcontractor Program Director

Is the person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes \_\_\_\_\_/No X

(9) Name Briana Mason  
(Print or type name above line)

Title with Contractor/Subcontractor Program Officer

Is the person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes \_\_\_\_\_/No X

(10) Name Isabelle Atkinson  
*(Print or type name above line)*

Title with Contractor/Subcontractor Program Officer

**Is the person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes \_\_\_\_\_/No X**

Name of Signatory for Contractor/Subcontractor:

Printed Name: Jacqueline Waggoner  
*(Print or type name above line)*

Its: President, Solutions Division

Signature:   
62DBE305C2904C0...

Federal Identification Number: \_\_\_\_\_

Pensioned Retirees (2007, MCL 38.68) (12/7/07 Rev)