



419 Cherry St., Lansing, MI 48933 Telephone: (517) 487-6550 Fax: (517) 487-6977

Agenda
Lansing Housing Commission
January 6, 2016

Call to Order.

1. Roll Call.
2. Action Items:
 - Resolution 1238- Approval 2016 HCV Utility Schedule
 - Resolution 1239- Approval 2016 HCV Payment Standards
 - Resolution 1240- Approval of Recovery Agreement between Lansing Housing Commission and the U. S. Department of Housing and Urban Development and the City of Lansing
3. Informational Items
 - a. Accounting/Audit Update Patricia Baines-Lake
4. Executive Director's Comments.
5. President's Comments.
6. Public Comment – limit 3 minutes per person.
7. Other Business.
8. Adjournment.





410 Cherry St., Lansing, MI 48933 Telephone: (517) 487-6550 Fax: (517) 487-6977

December 2, 2015

**Lansing Housing Commission
419 Cherry St.
Lansing, Michigan 48933**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

Approval to use the updated utility allowances per the 2015 Nelrod Utility Study. - Resolution No. 1238.

RECOMMENDATION:

Staff recommends the Board authorize Patricia Baines-Lake, acting in her capacity as Executive Director or her designee, to approve the recommended changes to the LHC utility allowances for use in all Housing Choice Voucher rental calculations.

CONTACT PERSON:

Kim Shirey
Housing Choice Voucher Supervisor

SUMMARY

This resolution authorizes LHC to use utility allowances established by the 2015 Nelrod utility study for all Housing Choice Voucher Calculations.

BACKGROUND

Per **24CFR982.517** a PHA-established utility allowance schedule is used in determining family share and PHA subsidy. The PHA must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the PHA must use normal patterns of consumption for the community as a whole, and current utility rates.

The utility allowance must include utilities and services, necessary in the locality, to provide housing that complies with housing quality standards. Costs for telephone,



cable/satellite television, and internet services are not included in the utility allowance schedule.

In the utility allowance schedule, the PHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; and other specified housing services.

See attached 2016 Utility Schedules effective January 1, 2016.

FINANCIAL CONSIDERATIONS

If Utility allowances are not analyzed and adjusted annually LHC could charge HCV participants too little or too much for rents and HUD may subsidize households too little or too much either or which could result in an inappropriate use of federal funds and require repayments.

POLICY CONSIDERATIONS:

LHC has no specific policy regarding this action. However, the Board has the fiduciary responsibility to approve LHC actions as required by the U. S. Department of Housing & Urban Development. This action is in accordance with this responsibility.

Respectfully Submitted,



Patricia Baines-Lake, Secretary to the Board
Lansing Housing Commission





410 Cherry St., Lansing, MI 48933 Telephone: (517) 487-6550 Fax: (517) 487-6977

Resolution No. 1238

Adopted By the Lansing Housing Commission

December 2, 2015

BE IT RESOLVED BY THE LANSING HOUSING COMMISSION:

Patricia Baines-Lake, acting in the capacity of Executive Director, is authorized to implement the 2016 Utility Allowances for the Housing Choice Voucher Program as attached.


Chair

Yeas 5

Nays 0

Abstentions 0

Attest:


Secretary

For Clerk Use Only

Resolution No. 1238

Date Adopted December 2, 2015



**Allowances for Tenant
Furnished Utilities and other
Services**

U.S. Department of Housing and
Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 09/30/2017)

Locality: <u>Lansing Housing Commission</u>		Unit Type: Detached House/Mobile Home					Date (mm/dd/yyyy) <u>1/1/14</u>	
Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	\$33.00	\$39.00	\$45.00	\$51.00	\$57.00	\$63.00	\$68.00
	b. Bottle Gas/Propane							
	c. Electric	\$74.00	\$87.00	\$102.00	\$117.00	\$132.00	\$147.00	\$159.00
	d. Electric Heat Pump	\$40.00	\$47.00	\$55.00	\$63.00	\$71.00	\$79.00	\$86.00
	e. Oil / Other							
Cooking	a. Natural Gas	\$3.00	\$3.00	\$3.00	\$5.00	\$5.00	\$6.00	\$7.00
	b. Bottle Gas/Propane							
	c. Electric	\$9.00	\$10.00	\$13.00	\$15.00	\$18.00	\$20.00	\$22.00
Other Electric (Lights & Appliances)		\$42.00	\$49.00	\$65.00	\$80.00	\$95.00	\$111.00	\$121.00
Air Conditioning		\$4.00	\$5.00	\$7.00	\$10.00	\$13.00	\$15.00	\$16.00
Water Heating	a. Natural Gas	\$7.00	\$8.00	\$12.00	\$14.00	\$17.00	\$18.00	\$20.00
	b. Bottle Gas/Propane							
	c. Electric	\$21.00	\$24.00	\$35.00	\$44.00	\$51.00	\$56.00	\$61.00
	d. Oil / Other							
Water		\$26.00	\$26.00	\$32.00	\$37.00	\$43.00	\$49.00	\$52.00
Sewer		\$39.00	\$40.00	\$52.00	\$63.00	\$75.00	\$87.00	\$95.00
Trash Collection		\$14.00	\$14.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Range / Microwave Tenant-supplied		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-supplied		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other-- specify:	Monthly Electric Fee \$9.74	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
	Monthly Gas Fee \$11.96	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Actual Family Allowances		Utility or Service		per month cost				
To be used by the family to compute allowance. Complete below for the actual unit rented.		Heating		\$				
		Cooking		\$				
Name of Family		Other Electric		\$				
		Air Conditioning		\$				
		Water Heating		\$				
		Water		\$				
		Sewer		\$				
Address of Unit		Trash Collection		\$				
		Range / Microwave		\$				
		Refrigerator		\$				
		Other		\$				
		Other		\$				
Number of Bedrooms		Other		\$				
		Total		\$				



The Nelrod Company 08/2015 Update

form HUD-52667 (09/14)
ref. Handbook 7420.8

**Allowances for Tenant
Furnished Utilities and other
Services**

U.S. Department of Housing and
Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 09/30/2017)

Locality: <u>Lansing Housing Commission</u>		Unit Type: <u>Row House/Townhouse & Semi-Detached/Duplex</u>					Date (mm/dd/yyyy) <u>1/1/16</u>	
Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	\$28.00	\$33.00	\$38.00	\$43.00	\$49.00	\$53.00	\$58.00
	b. Bottle Gas/Propane							
	c. Electric	\$45.00	\$52.00	\$69.00	\$85.00	\$102.00	\$119.00	\$128.00
	d. Electric Heat Pump	\$24.00	\$28.00	\$37.00	\$46.00	\$55.00	\$64.00	\$69.00
	e. Oil / Other							
Cooking	a. Natural Gas	\$3.00	\$3.00	\$3.00	\$5.00	\$5.00	\$6.00	\$7.00
	b. Bottle Gas/Propane							
	c. Electric	\$9.00	\$10.00	\$13.00	\$15.00	\$18.00	\$20.00	\$22.00
Other Electric (Lights & Appliances)		\$34.00	\$40.00	\$54.00	\$69.00	\$84.00	\$99.00	\$107.00
Air Conditioning		\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00	\$12.00
Water Heating	a. Natural Gas	\$7.00	\$8.00	\$12.00	\$14.00	\$17.00	\$18.00	\$20.00
	b. Bottle Gas/Propane							
	c. Electric	\$21.00	\$24.00	\$35.00	\$44.00	\$51.00	\$56.00	\$61.00
	d. Oil / Other							
Water		\$26.00	\$26.00	\$32.00	\$37.00	\$43.00	\$49.00	\$52.00
Sewer		\$39.00	\$40.00	\$52.00	\$63.00	\$75.00	\$87.00	\$95.00
Trash Collection		\$14.00	\$14.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Range / Microwave Tenant-supplied		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-supplied		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other-- specify:	Monthly Electric Fee \$9.74	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
	Monthly Gas Fee \$11.96	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Actual Family Allowances					Utility or Service		per month cost	
To be used by the family to compute allowance. Complete below for the actual unit rented.					Heating		\$	
					Cooking		\$	
Name of Family					Other Electric		\$	
					Air Conditioning		\$	
					Water Heating		\$	
					Water		\$	
					Sewer		\$	
Address of Unit					Trash Collection		\$	
					Range / Microwave		\$	
					Refrigerator		\$	
					Other		\$	
					Other		\$	
Number of Bedrooms					Total		\$	



The Nelrod Company 08/2015 Update

form HUD-52667 (09/14)
ref. Handbook 7420.8

**Allowances for Tenant
Furnished Utilities and other
Services**

U.S. Department of Housing and
Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 09/30/2017)

Locality: <u>Lansing Housing Commission</u>		Unit Type: <u>High-Rise/Apartment</u>					Date (mm/dd/yyyy) <u>11/1/16</u>																													
Utility or Service		Monthly Dollar Allowances																																		
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR																												
Heating	a. Natural Gas	\$18.00	\$21.00	\$25.00	\$28.00	\$31.00	\$35.00	\$38.00																												
	b. Bottle Gas/Propane																																			
	c. Electric	\$31.00	\$36.00	\$50.00	\$63.00	\$76.00	\$90.00	\$97.00																												
	d. Electric Heat Pump	\$17.00	\$20.00	\$27.00	\$34.00	\$41.00	\$48.00	\$52.00																												
	e. Oil / Other																																			
Cooking	a. Natural Gas	\$3.00	\$3.00	\$3.00	\$5.00	\$5.00	\$6.00	\$7.00																												
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	c. Electric	\$9.00	\$10.00	\$13.00	\$15.00	\$18.00	\$20.00	\$22.00																												
Other Electric (Lights & Appliances)		\$29.00	\$34.00	\$45.00	\$56.00	\$67.00	\$78.00	\$84.00																												
Air Conditioning		\$3.00	\$3.00	\$5.00	\$7.00	\$9.00	\$11.00	\$11.00																												
Water Heating	a. Natural Gas	\$7.00	\$8.00	\$12.00	\$14.00	\$17.00	\$18.00	\$20.00																												
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Actual Family Allowances		<table border="1"> <thead> <tr> <th>Utility or Service</th> <th>per month cost</th> </tr> </thead> <tbody> <tr><td>Heating</td><td>\$</td></tr> <tr><td>Cooking</td><td>\$</td></tr> <tr><td>Other Electric</td><td>\$</td></tr> <tr><td>Air Conditioning</td><td>\$</td></tr> <tr><td>Water Heating</td><td>\$</td></tr> <tr><td>Water</td><td>\$</td></tr> <tr><td>Sewer</td><td>\$</td></tr> <tr><td>Trash Collection</td><td>\$</td></tr> <tr><td>Range / Microwave</td><td>\$</td></tr> <tr><td>Refrigerator</td><td>\$</td></tr> <tr><td>Other</td><td>\$</td></tr> <tr><td>Other</td><td>\$</td></tr> <tr><td>Total</td><td>\$</td></tr> </tbody> </table>							Utility or Service	per month cost	Heating	\$	Cooking	\$	Other Electric	\$	Air Conditioning	\$	Water Heating	\$	Water	\$	Sewer	\$	Trash Collection	\$	Range / Microwave	\$	Refrigerator	\$	Other	\$	Other	\$	Total	\$
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Trash Collection	\$																																			
Range / Microwave	\$																																			
Refrigerator	\$																																			
Other	\$																																			
Other	\$																																			
Total	\$																																			
Name of Family																																				
Address of Unit																																				
Number of Bedrooms																																				



The Nelrod Company 08/2015 Update

form HUD-52667 (09/14)
ref. Handbook 7420.8



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January 6, 2016

**Lansing Housing Commission
419 Cherry St.
Lansing, Michigan 48933**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**Approval to use a higher payment standard than the HUD Published 2016
Fair Market Rent - Resolution No. 1239.**

RECOMMENDATION:

Staff recommends the Board authorize Patricia Baines-Lake, acting in her capacity as Executive Director or her designee, approve the recommended change to the LHC payment standards for use in all Housing Choice Voucher rental calculations.

CONTACT PERSON:

Kim Shirey
Housing Choice Voucher Supervisor

SUMMARY

This resolution authorizes LHC to use payment standards which are 10% higher than the published fair market rents as established by the U.S. Department of Housing & Urban Development ("HUD") in compliance with 24 CFR sec. 982.503

BACKGROUND:

24 CFR 982.503(A) states, Payment standard schedule. (1) HUD publishes the fair market rents for each market area in the United States (see part 888 of this title). The PHA must adopt a payment standard schedule that establishes voucher payment standard amounts for each FMR area in the PHA jurisdiction. For each FMR area, the PHA must establish payment standard amounts for each "unit size." Unit size is measured by the number of bedrooms (zero-bedroom, one-bedroom, and so on). SEMAP Indicator 8 also measures the PHA's compliance in setting its payment standards within the basic range, or other amount approved by HUD.

LHC's recommended voucher program payment schedule contains payment standards which do not exceed 110 percent of the current applicable published FMR and which are not less than 90 percent of the current applicable published FMR (unless a higher or lower payment standard amount is approved by HUD). However, LHC must obtain



Board approval for the agency's payment standards as recommended during the 2015 HUD Office of Inspector General Audit.

The 2016 HUD approved Fair Market rents are as follows: Effective March 1, 2016

Final FY 2016 FMRs By Unit Bedrooms				
<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
\$546	\$687	\$848	\$1,134	\$1,338

The Lansing Housing Commission proposed payment standards are as follows:

LHC Payment Standards By Unit Bedroom				
<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
\$601	\$756	\$933	\$1,247	\$1,472

FINANCIAL CONSIDERATIONS

If LHC fails to gain Board approval of HCV payment standards it will be an unresolved audit finding with the Office of Inspector General.

POLICY CONSIDERATIONS:

LHC has no specific policy regarding this action. However, Board approval was a required corrective action in the 2015 Office of Inspector General Audit.

Respectfully Submitted,



Patricia Baines-Lake, Secretary to the Board
Lansing Housing Commission





419 Cherry Lansing, MI 48933 Telephone: (517) 487-6550 Fax: (517) 487-6977

Resolution No. 1239

ADOPTED BY THE LANSING HOUSING COMMISSION

January 6, 2016

BE IT RESOLVED BY THE LANSING HOUSING COMMISSION:

Patricia Baines-Lake acting in the capacity of Executive Director is authorized to approve the 2016 Payment Standards for Lansing Housing Commission's Housing Choice Voucher Program as attached.


Chair

Yeas 5

Nays 0

Abstentions _____

Attest


Secretary

For Clerks Use Only

Resolution No: 1239

Date Adopted: 1/6/2016





419 Cherry Lansing, MI 48933 Telephone: (517) 487-6550 Fax: (517) 487-6977

Resolution No. 1240

ADOPTED BY THE LANSING HOUSING COMMISSION

January 6, 2016

BE IT RESOLVED BY THE LANSING HOUSING COMMISSION:


The Lansing Housing Commission Board of Directors shall endorse a Recovery Agreement between the Lansing Housing Commission, the United States Department of Housing and Urban Development and the City of Lansing, effective immediately. Patricia Baines-Lake acting in the capacity of Executive Director is directed to take all of the actions necessary to achieve the milestones set-forth in the Action Plan, Exhibit A to the Recovery Agreement as attached.


Chair

Yeas 5

Nays 0

Abstentions 0

Attest 
Secretary

For Clerks Use Only

Resolution No: 1240

Date Adopted: 1/6/2016



Recovery Agreement between
Lansing Housing Commission
And
the United States Department of Housing and Urban Development
And
the City of Lansing

This Recovery Agreement is entered into between the Lansing Housing Commission, the UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”) and the City of Lansing as of this ____ day of _____, 2016.

RECITALS

WHEREAS, under the United States Housing Act of 1937, as amended, (“Act”), 42 U.S.C. § 1437 *et seq.*, the United States Department of Housing and Urban Development (“HUD”) is responsible for administering low income housing programs, and pursuant to the Act, HUD has entered into an Annual Contributions Contract (“ACC”) with the Lansing Housing Commission to develop and operate public housing projects of the Lansing Housing Commission; and

WHEREAS, pursuant to the Act, HUD must evaluate public housing performance and has instituted the Public Housing Assessment System (“PHAS”); and

WHEREAS, on the basis of an annual PHAS score, the Lansing Housing Commission has been designated Troubled or Substandard for financial, physical and/or management indicators, or other such deficiencies as HUD has identified; and

WHEREAS, the Act requires HUD to enter into agreements that establish performance targets, set out strategies for meeting targets, provide for incentives and sanctions for effective implementation of the strategies leading to recovery of performance and attain an improved status of at least a Standard Performer; and

WHEREAS, the recovery of performance is intended to lead to a sustainable sound fiscal management and good governance; and

WHEREAS, the parties desire to correct all HUD-identified deficiencies through the implementation of this Recovery Agreement, (“Agreement”);

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, HUD, the Lansing Housing Commission and the City of Lansing agree as follows:

- I. The Lansing Housing Commission agrees to achieve the outcomes outlined in the Action Plan and incorporated into this Agreement as Exhibit A.
- II. The Lansing Housing Commission and the City of Lansing agree to work together to develop and implement a Sustainability Plan if necessary to achieve recovery.

- III. The Action Plan describes the results following HUD's review and assessments of PHA performance, the measures that need to be implemented to improve the performance and the desired outcomes to be achieved and establishes a timetable to achieve those outcomes. The Action Plan also identifies the available remedies to resolve HUD's determination of non-performance.
- IV. Upon execution of the Agreement, the Lansing Housing Commission will commence with the required actions listed in the Plan within the timeframes set forth therein.
- V. The Lansing Housing Commission will cure identified deficiencies within the timeframes established in the Action Plan.
- VI. Subject to section XII, regardless of possible changes in the Lansing Housing Commission's Board composition, or the decision-making individuals for HUD or the City of Lansing, the term of this Agreement is effective as of the execution date of this document and will continue until completion of the Action Plan in accordance with 6(j) (2) and (3) of the Act, and any agreed upon extensions. This Agreement will remain in effect until the Lansing Housing Commission has completed all items listed in the Plan, even if HUD removes the Lansing Housing Commission's troubled/substandard designation.
- VII. HUD, in its discretion, may provide technical assistance, including training or contract support, to the Lansing Housing Commission to facilitate accomplishment of the items in the Action Plan. The Lansing Housing Commission's compliance with the Action Plan, however, shall not be contingent on HUD's provision of any technical assistance or other discretionary assistance.
- VIII. The Lansing Housing Commission shall provide HUD with written progress reports as identified in the Action Plan. The report shall detail the Lansing Housing Commission's progress towards the completion of the items required by the Action Plan. The reports shall identify those items that have been completed and provide any necessary documentation to support this determination.
- IX. HUD will review the Action Plan progress reports submitted by the Lansing Housing Commission and supporting documentation. HUD will confirm in writing to the Lansing Housing Commission the items that HUD determines to have been successfully completed, those that require additional documentation and those that are past due.
- X. If the Lansing Housing Commission disagrees with HUD's determination concerning the completion of any item, the Lansing Housing Commission may request a reconsideration of the determination and submit additional information to support its position. HUD will provide the Lansing Housing Commission with a written notice of its decision.
- XI. The failure of the Lansing Housing Commission, its employees, officers, agents, or contractors to comply with this Agreement, including the failure to achieve the agreed upon outcomes or to take the actions or comply with the time frame set forth in the Action

Plan, may result in HUD seeking any available remedies, including any of the following actions sequentially or simultaneously:

- a. Consolidation;
- b. Consortia/Joint Venture;
- c. Contraction of Operational Activities;
- d. Cooperative Endeavor Agreement;
- e. Debarment;
- f. Deliver possession and control of project(s) to HUD;
- g. Limited Denial of Participation;
- h. Receivership; and/or
- i. Suspension.

- XII. The parties by mutual written agreement may agree to extend the timeframes set forth in the Action Plan from time to time. In the event said timeframes are extended, HUD agrees that it will not take any of the actions against the Lansing Housing Commission as set forth in this section of the Agreement for noncompliance with original timeframes.
- XIII. Communication related to the Recovery Agreement and Action Plan shall be provided to the Public Housing Director and the HUD Recovery Team leader, if applicable.
- XIV. HUD, the Lansing Housing Commission and their employees, subcontractors, partners or assigns, and the City of Lansing shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement to which their activities are subject.
- XV. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties, provided that said failure or delay in the performance of this Agreement attributed to any of the events described herein is acknowledged in writing by HUD. Upon the issuance of HUD's written acknowledgement, the failure to perform shall be deemed excused during the continuance of such circumstances as determined by HUD, but this Agreement shall otherwise remain in effect.
- XVI. In the event of any conflict between terms in this Agreement, including all exhibits, attachments and all other documents specifically incorporated by reference, and HUD's applicable Public Housing requirements including, but not limited to, the Act, HUD regulations there under (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the ACC, HUD notices, the HUD-approved Declaration of Trust or

Declaration of Restrictive Covenants in favor of HUD, and all applicable Federal statutory, executive order and regulatory requirements, as those requirements may be amended from time to time, the applicable Public Housing requirements shall prevail. HUD reserves the right to resolve any conflict.

- XVII. Any modification or amendment of any condition or provision in this Agreement by either party will not imply or constitute a further modification or amendment of the same or any other condition or provision, nor shall it relieve the parties from performing any subsequent obligations strictly in accordance with the term of this Agreement. No modification or amendment shall be effective unless in writing and signed by the party against whom enforcement is sought. Such modification or amendment shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a modification or amendment of any other provision. No modification or amendment of this Agreement shall constitute a HUD-approved waiver of regulatory requirements.
- XVIII. Should any term or provision of this Agreement be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- XIX. To the extent authorized by the Act and HUD regulations, HUD can unilaterally amend this Agreement. Otherwise, this agreement may be amended by mutual agreement of the parties.
- XX. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. However, this Agreement does not supersede, modify or amend the ACC as further described in Paragraph XXII. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- XXI. This Agreement may be executed and delivered in separate counterparts, which, when so executed and delivered, shall be deemed an original.
- XXII. This Agreement does not supersede, modify or amend the ACC between HUD and the Lansing Housing Commission, or in any way excuse the Lansing Housing Commission from complying fully with its obligations under the ACC. HUD does not waive its statutory, regulatory or contractual rights. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD's right to take any remedial action allowed by the ACC or any provision of the Act or related regulations. Nothing contained in this Agreement

shall serve to limit, modify or preclude HUD or the Lansing Housing Commission's right to take any remedial action allowed by the Agreement.

XXIII. The parties agree that any cost associated with the implementation of this Agreement, the Action Plan and the Sustainability Plan shall be their individual responsibility unless specifically agreed in writing between the parties.

XXIV. The City of Lansing, through its Appointing Authority, acknowledges the importance of effective governance as part of the recovery and sustainability of the Lansing Housing Commission. As a signatory of this Agreement, the City of Lansing commits to oversee and monitor its duly appointed agents, the appointees to the Lansing Housing Commission Governing Board, in the discharge of their duties. Upon the discovery of any failure of the Lansing Housing Commission Board to discharge its duties under this Agreement, the City of Lansing will take all necessary steps to correct the Board's actions or omissions and ensure compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

By: _____
Douglas C. Gordon
Public Housing Director
Detroit Field Office

Lansing Housing Commission
ATTEST: BY ITS BOARD OF
COMMISSIONERS

By: _____
Tony Baltimore
Board Chair
Lansing Housing Commission

By: _____
Patricia Baines-Lake
Executive Director
Lansing Housing Commission

By: _____
Virg Bernero
Mayor
City of Lansing