

## CONTRACT

**THIS CONTRACT** is made as of the 3<sup>rd</sup> day of June, 2025, in the Territory of the Virgin Islands, by and between the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, a body corporate and politic constituting a public corporation and autonomous governmental instrumentality of the Government of the United States Virgin Islands, whose address is 3202 Demarara Plaza, Suite 200, St. Thomas, U. S. Virgin Islands 00802-6447 (hereinafter the “**Authority**” or “**VIHFA**”), and **CLOUDBURST CONSULTING GROUP, INC.**, a foreign profit corporation, whose address is 8400 Corporate Drive, Suite 550, Landover, Maryland 20785-2238 (hereinafter the “**Contractor**”). The VIHFA and Contractor may be referred to collectively as the “Parties” and individually as a “Party.”

### WITNESSETH:

**WHEREAS**, the Authority is in need of a qualified consultant to assist the Authority with the development of the Five-Year Consolidated Plan for the period of 2025-2029 that complies with all of the requirements of the Department of Housing and Urban Development (“HUD”); and

**WHEREAS**, the Authority conducted an E-bid and received bids from two (2) companies; and

**WHEREAS**, the Contractor submitted a bid in the amount of **One Hundred Eleven Thousand Two Hundred Twenty-One Dollars and Zero Cents (\$111,221.00)** to provide the necessary services; and

**WHEREAS**, the Assistant Director of Federal Programs submitted an Evaluation Recommendation dated May 12, 2025 to the Executive Director to obtain approval to procure the Contractor the prepare the 2025-2029 Consolidation Plan and the Executive Director approved the request; and

**WHEREAS**, the Authority desires to engage the services of the Contractor to perform the necessary services and the Contractor agrees to do so under the terms and conditions hereinafter specified.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this Contract, the parties hereto do covenant and agree as follows:

1. **SCOPE OF WORK:** Contractor, as an independent contractor and not as agent of VIHFA will furnish the necessary personnel, materials, services, equipment and facilities, and all other items necessary to accomplish all tasks specified in **Addendum I**.

2. **TERM:** This Contract shall begin on June 4, 2025, and continues through **December 31, 2025**. At no time shall work take place or be reimbursed outside this Term except by formal written modification by the parties prior to the expiration of this Contract.


3. **COMPENSATION:** (a) The Authority, in consideration of the satisfactory performance of the services described in Scope of Services, shall pay the Contractor an amount not to exceed **One Hundred Eleven Thousand Two Hundred Twenty-One Dollars and Zero Cents (\$111,221.00)** in U.S. dollars.

(b) The Authority’s performance and obligation to pay under this Contract is contingent upon the availability of applicable funding. VIHFA shall be the final authority as to the availability of funds for this Contract and as to what constitutes “applicable funding” to complete this Contract. If any such funds are not made available for the Contract purpose, such event will not constitute a default on VIHFA. VIHFA will notify Contractor in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under this Contract to be paid is not eligible for reimbursement from any other funding source.

(c) Payment Schedule:

<b>Milestone / Deliverable</b>	<b>Price</b>
<b>Con Plan</b>	
Complete Virtual Shareholder Engagements	\$ 16,458
Draft Needs Assessment and Market Analysis	\$ 18,560
Completion of Strategic Plan and Workshop	\$ 6,631
Draft Con Plan	\$ 21,246
Final Con Plan	\$ 5,292
<b>AI</b>	
Complete Virtual Fair Housing Stakeholder Engagements	\$ 6,369
Complete Data Analysis	\$ 10,821
Fair Housing Review and Analysis	\$ 17,001
Draft AI	\$ 6,742
Final AI	\$ 2,101
<b>TOTAL</b>	<b>\$ 111,221</b>

Contractor’s Initials: MLH

Authority’s Initials: 

4. **BILLING:** The Contractor shall submit invoices to the Authority for services performed by Contractor per the payment schedule in Section 3(c). Invoices shall be forwarded to the following contact and address:

Valdez Shelford  
Chief Financial Officer  
Virgin Islands Housing Finance Authority  
3202 Demarara Plaza, Suite 200  
St. Thomas, U.S. Virgin Islands 00802-6447  
[vshelford@vihfa.gov](mailto:vshelford@vihfa.gov)

Contractor agrees that it shall be paid within thirty (30) days of VIHFA receiving an approved invoice.

5. **FORCE MAJEURE:** The Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God, or war, if the event is beyond the Contractor's reasonable control and the Contractor gives notice to the VIHFA upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under the Contract. Contractor shall be entitled to an equitable adjustment in schedules and unit prices in the foregoing circumstances.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS BY CONTRACTOR:**

The Contractor represents, warrants, and covenants as follows:


(a) Contractor is duly organized and existing and authorized, qualified and licensed or authorized to do business in the U.S. Virgin Islands.

(b) Contractor will, during the term of this Contract remain in good standing and qualified to do business under the laws of the U.S. Virgin Islands, including maintenance at all times of a valid business license or authorization to do business in the U.S. Virgin Islands.

(c) Contractor will not cease doing business, dissolve or otherwise dispose of all or substantially all of Contractor's assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into Contractor without the prior written consent of the Authority.

(d) Contractor has the power to execute, deliver and perform, and to enter into the transactions contemplated by this Contract, and has duly authorized the execution, delivery and performance of this Contract.

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(e) The execution and delivery of this Contract, the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Contract do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of any legal restrictions or any Contract or instrument to which Contractor is now a party or by which it is bound or constitute a default under any of the foregoing.

(f) No information, statement, or report furnished in writing by the Contractor in connection with the negotiation of, or performance under, this Contract and the consummation of the transactions contemplated hereby, contains any material misstatement of fact or omits to state a material fact that would make the information, statement or report misleading.

(g) Contractor has obtained all the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.


**7. CONTRACTOR RESPONSIBILITY:** Contractor shall supervise and direct the work of its employees. Contractor agrees to maintain the professional standards applicable to its profession. Contractor shall be responsible for its performance and that of its Vendors. Unless otherwise specified in this Contract, the Contractor will provide for and/or pay for all labor, materials, equipment, tools, machinery, transportation, and other goods, facilities, and services necessary for the proper execution and completion of the work in this Contract.

**8. PROFESSIONAL STANDARDS:** The Contractor will complete all work in accordance with standard practices in the industry and the work shall conform with any and all law and regulations which apply to the work being performed, whether or not explicitly covered in the Contract. Contractor warrants that the final product of Contractor's work shall be fit for the purposes for which it is intended.

**9. INDEPENDENT CONTRACTOR:** The Contractor shall perform this Contract as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status. As such, Contractor shall comply with all laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to, responsibility for all applicable state and local income taxes; associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Contractor's protection in connection with the work performed under this Contract. Neither Contractor nor anyone employe by it shall be represented, act, purport to act, or be deemed to be an agent, representative, employee or servant of VIHFA.

**10. USE OF SUBCONTRACTORS:** The Contractor is the single Prime Contractor and shall be responsible for contract performance as specified in this Contract whether or not subcontractors are utilized. This general requirement notwithstanding, Contractor may enter

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into subcontractor arrangements. However, Contractor has total responsibility for the entire contract. If the Contractor intended to subcontract for portions of the work, the Contractor shall have identified in its bid any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The documentation required of the Contractor is also required for any subcontractor. The Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the Contractor and the VIHFA. Unless provided for in the contract with the VIHFA, the Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the VIHFA. The Contractor shall be responsible for fulfillment of all terms of contract, timing, and payments to subcontractors regardless of funding provided by the VIHFA.

**11. ASSIGNMENT OF THE PROJECT:** The Contractor shall not subcontract or assign this Scope of Work without the prior written consent of the Authority.

**12. RETENTION OF RECORDS:** All records shall be retained for a minimum of three (3) years after final payment is made, unless notified in writing to extend the retention period. Records shall be made available, without charge, for review within ten (10) days of a request by the VIHFA.


**13. OWNERSHIP OF DATA:** VIHFA will retain ownership of any data, information or intellectual property furnished to Contractor in connection with this Contract. VIHFA will own any reports, data, or other information that results from the services to be performed.

**14. NON-DISCLOSURE:** Except for disclosure to VIHFA or its representatives, the reports, work papers and records, including information and data prepared or assembled by the Contractor under this Contract, shall be held confidential by the Contractor and shall not be made available or otherwise disclosed to any third party without the prior written approval of VIHFA unless required to disclose information by order of a court of competent jurisdiction or other administrative authority.

**15. INDEMNIFICATION:** Contractor shall be fully liable for the actions of its agents, employees, partners or sub-contractors and shall fully indemnify, hold harmless, and defend the Authority, its Board of Directors, agents, and employees, from and against any and all claims, demands, actions, liabilities, losses, costs, and expenses, including but not limited to reasonable attorneys and other fees, asserted by third parties (“Claims”), which Claims are caused by or arise from the services performed by the Contractor in relation to the professional services provided to the VIHFA under contract.

**16. INSURANCE:** Contractor shall provide the VIHFA with evidence of all appropriate and applicable insurance coverage carried by the Contractor, including policy coverage periods. Contractor shall furnish the VIHFA with certificates of insurance, showing that the following insurance is in force and will insure all operations.

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- **General Liability Insurance** – Contractor shall obtain, maintain and provide the Authority with proof that it has in place General Liability Insurance in an amount no less than **One Million (\$1,000,000.00) Dollars** for each occurrence. The insurance policy shall name the VIHFA as Certificate Holder and an “Additional Insured” via an endorsement as follows:

Virgin Islands Housing Finance Authority  
1110 Beltjen Road, Suite 200  
St. Thomas, U. S. Virgin Islands 00802


- **Professional Liability Insurance (E&O)** – Contractor shall obtain, maintain and provide proof that it has in place Professional Liability Insurance in an amount no less than **One Million (\$1,000,000.00) Dollars** per claim. The insurance policy shall name the VIHFA as Certificate Holder.
- **Workers' Compensation Insurance/Certificate of Government Insurance Coverage** – Contractor shall obtain and have in place Workers' Compensation Insurance coverage at the statutory limit.

All insurance shall be carried with companies that are financially responsible and licensed to do business in the USVI. Contractor shall not permit the insurance policies required to lapse during the period for which the contract is in effect. Contractor must maintain coverage during the life of the contract. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty days prior written notice.

**17. LIABILITY OF OTHERS:** Nothing in this Contract shall be construed to impose any liability upon the Authority to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Authority liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor its servants, agents, or independent contractors.

**18. WAIVERS AND AMENDMENTS:** No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity, the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

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**19. RIGHT TO WITHHOLD:** If work under this Contract is not performed in accordance with the terms hereof, the Authority will have the right to withhold any payment due to Contractor. The Authority will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

**20. DISPUTES:** The parties agree to use good faith efforts to resolve any disputes arising under this Contract. The parties' respective project managers shall first attempt to resolve such disputes. If the project managers cannot resolve such disputes despite their good faith efforts, then the companies' senior management shall attempt to resolve such disputes.

In the event any dispute arising under this Contract cannot be settled by mutual agreement after sixty (60) days, the parties shall endeavor to settle the dispute by mediation administered by the American Mediation Institute located in the U.S. Virgin Islands. The mediation shall be conducted in English in the U.S. Virgin Islands. The parties agree to conclude such mediation within sixty (60) days of filing the request for mediation.


In the event any dispute arising under this Contractor cannot be settled by mediation, then, upon notice of either party to the other, all disputes, claims, questions or disagreements shall be finally settled by arbitration conducted in English in the U.S. Virgin Islands, pursuant to the Commercial Arbitration Rules of the American Arbitration Association and the arbitration. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have the right to award costs and expenses, including reasonable attorney's fees, in favor of the prevailing party. The parties agree that any suit, action or proceeding to challenge the final arbitration decision shall be brought in the appropriate local or federal court in the U.S. Virgin Islands.

No Party will elect, and each party hereby waives its right to a trial by jury in any action, suit, matter, proceeding, or counterclaim arising out of or in any way connected to this Contract. Further, VIHFA shall not be liable to Contractor for any indirect, special, incidental, punitive or consequential damages relating to any dispute hereunder, including but not limited to lost business opportunities, lost profits and attorney's fees.

**21. TERMINATION:**

(A) VIHFA may terminate this Contract, in whole or in part, for default based upon any of the following default conditions: (i) Contractor fails to fulfill any of its obligations hereunder; (ii) Contractor fails to provide written assurances of performance after such assurances are requested by VIHFA, (iii) the cessation of Contractor's operations in the normal course of business; or (iv) insolvency of Contractor or the entering into or filing by or against the Contractor of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the Contractor, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the Contractor.

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(B) Prior to termination for default under any conditions, VIHFA shall notify Contractor in writing of the default condition and shall allow Contractor ten (10) business days within which to affect a cure. If the condition is cured within the allowed period, this Contract shall remain in full force and effect. If the default condition remains uncured beyond the allowed period, VIHFA may terminate this Contract, in whole or in part by written notice of termination to the Contractor.

(C) All notices of termination shall minimally state the basis for termination, and the date upon which such termination will become effective.

(D) If failure or delay of performance resulting from a condition of force majeure, as defined by paragraph 5 of this Contract, continues for more than 30 days, or if the affected party is unable to provide, upon request, written assurances that performance will be tendered within a reasonable period of time following initial occurrence of the force majeure condition, the other party may terminate this Contract, in whole or in part, for convenience in accordance with the provisions of this paragraph 19.

(E) Either party may terminate this Contract for convenience with ten (10) business days written notice.


22. **NON-DISCRIMINATION:** No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, religion, sexual orientation, or national origin.

23. **FALSE CLAIMS:** Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against VIHFA. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim(s) is an offense under the Virgin Islands law and federal law.

24. **CONFLICT OF INTEREST:** Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Contract.

25. **WARRANTY OF NON-SOLICITATION:** Contractor expressly warrants that it has not employed any person to solicit or obtain this Contract on its behalf, or cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that it has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by Contractor hereunder; and that it has not, in estimating the Contract price demand included any sum by reason of such brokerage, commission or percentage, and that all monies payable to it hereunder are free from obligation to any other person for services rendered, supposed to have been rendered, in the procurement of this Contract. Breach of this warranty shall give the

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Authority the right to terminate this Contract, or in its discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

26. **NOTICE:** Any notices required or permitted to be given under this Contract shall be deemed sufficiently given or served if sent by certified mail, return receipt requested to the parties at the following addresses:

Authority: Virgin Islands Housing Finance Authority  
3202 Demarara Plaza, Suite 200,  
St. Thomas U.S. Virgin Islands 00802  
Attention: Eugene Jones, Jr., Executive Director

with a copy to: Project Manager:  
Janine Hector, Director of Federal Programs  
100 Lagoon Complex  
St. Croix, U.S. Virgin Islands 00840  
Telephone: 340-772-4432  
Email: jhector@vihfa.gov

Contractor: Cloudburst Consulting Group, Inc.  
8400 Corporate Drive, Suite 550  
Landover, MD 20785-2238  
Attention: Michelle L. Hayes, President and CEO


with a copy to: Project Manager:  
Ben Sturm, Senior Analyst  
Cloudburst Consulting Group, Inc.  
8400 Corporate Drive, Suite 550  
Landover, MD 20785-2238  
Telephone: 484-467-3091  
Email: Benjamin.sturm@cloudburstgroup.com

Either party may, by like notice, at any time and from time to time, designate different addresses to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

27. **GOVERNING LAW AND VENUE:** This Contract shall be governed by and construed in accordance with the laws of the Territory of the United States Virgin Islands (without regard to any conflict of law provisions). Venue for any action between the Authority and Contractor which relates to this Contract shall be in the United States Virgin Islands.

28. **SEVERABILITY:** If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of the United States Virgin Islands, it shall

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be regarded as stricken and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

29. **COUNTERPARTS:** This Contract may be executed in counterparts, each of which will be deemed an original.

30. **ENTIRE CONTRACT:** This Contract constitutes the entire Contract between the parties hereto, and all prior understandings or communications, written or oral, with respect to the work to be done under this contract, are merged herein.

**IN WITNESS WHEREOF**, the parties, intending to be legally bound hereby, caused these presents to be executed as of the day and date first written above.

**Two (2) Witnesses:**

**CLOUDBURST CONSULTING  
GROUP, INC:**

Print Name: Denise F. Lomuntad

Signature: *Denise F. Lomuntad*

*Michelle L. Hayes*  
MICHELLE L. HAYES,  
President and Chief Executive Officer

Print Name: Michelle Y Stowers

Signature: *[Signature]*

**VIRGIN ISLANDS HOUSING  
FINANCE AUTHORITY**

Print Name: Claudia Parson

Signature: *[Signature]*

*[Signature]*  
EUGENE JONES, JR.,  
Executive Director

Print Name: Hilsanna Chooran

Signature: *Hilsanna*

Reviewed for legal sufficiency:

*Nycole Thompson*  
Nycole Thompson, Esq.  
Legal Counsel

Dated: May 29, 2025

Contractor's Initials: MLH

Authority's Initials: \_\_\_\_\_

# ADDENDUM I

## STATEMENT OF WORK

### Scope I: Five Year Consolidated Plan (2025–2029)

#### Task 1. Project Coordination

The Cloudburst team will hold an initial virtual kickoff meeting with VIHFA staff to review key information for the project.

As part of Cloudburst’s project management approach, the project manager will schedule biweekly virtual check-in meetings with VIHFA staff to keep everyone aware of project schedules, updates, challenges, and anticipated deliverables for review.

Early on in the project, the Cloudburst team will facilitate a workshop with VIHFA staff to review the Virgin Island’s prior Consolidated Planning cycle. The workshop will focus on Virgin Island’s 2020–2024 Consolidated Plan and provide the Cloudburst team with a better understanding of which elements VIHFA staff feel worked well and which elements could be improved. The goal is to provide VIHFA staff an opportunity to review the information in the last Consolidated Plan and share their expectations for the upcoming Consolidated Plan with Cloudburst.

#### Task 2. Public Participation and Consultation

The Cloudburst team will gather input from stakeholders and members of the public for both deliverables to align the consultation processes for the Consolidated Plan and the AI.

Deliverables	Cloudburst Role	Client Role
<b>One (1) Online Survey</b>	Cloudburst to develop one (1) online stakeholder survey via SurveyMonkey.	VIHFA will provide the stakeholder contact information and distribute the stakeholder survey.
<b>Up to three (3) Virtual Regional Stakeholder Meetings</b>	Cloudburst will facilitate up to three (3) virtual regional stakeholder meetings.	Cloudburst will be responsible for coordinating the scheduling of these sessions with VIHFA.

Cloudburst will use the following public participation methods to gather input for the Consolidated Plan and AI.

#### *Online Stakeholder Survey*

Cloudburst will develop an online stakeholder survey to gather information for the Consolidated Plan and the AI from a variety of individuals working with organizations, agencies, and groups that have knowledge of or work with low- and moderate-income communities across the State.

### *Virtual Consultation Sessions*

Cloudburst will organize and facilitate up to three virtual consultation sessions to gather more detailed information for the Consolidated Plan.

### **Task 3. Needs Assessment and Market Analysis**

Using federal and regional data sources such as recent available studies, plans, and reports, as well as the information gathered through the consultation process, the Cloudburst team will develop the Needs Assessment and Market Analysis sections of the Consolidated Plan in accordance with the requirements at 24 CFR 91.310 and the [eCon Planning Suite Desk Guide](#). Cloudburst will collect and analyze housing, demographic, economic, and socio-economic data and data on special needs populations to paint a detailed picture of the housing and community development needs facing Virgin Islands residents. Cloudburst will use the 2016–2020 five-year estimates of the American Community Survey (ACS) and the 2016–2020 five-year estimate of the Comprehensive Housing Affordability Strategy (CHAS) data, currently available in the eCon Planning Suite, to provide VIHFA staff with recent data to complete the required data tables in the Consolidated Plan template. Cloudburst will also draw from other recent studies, plans, and reports such as the HOME-ARP Allocation Plan to incorporate recent planning efforts, stakeholder input, and findings.

Cloudburst will also explore the needs facing people experiencing homelessness using data from the Homeless Management Information System (HMIS) such as the most recent Point-in-Time (PIT) count and Housing Inventory Count (HIC) data available. VIHFA will connect Cloudburst staff to the Territory's CoC contacts so Cloudburst can gather and analyze recent data for the Consolidated Plan. Lastly, while specific public housing screens (e.g., NA-35) are optional for state grantees in the Consolidated Plan template, Cloudburst will collect PHA data that is readily available to include.

Following the data analysis, Cloudburst will provide the draft Needs Assessment and Market Analysis to VIHFA staff for one round of review and consolidated edits. If multiple VIHFA staff review and provide comments and edits for the draft Needs Assessment and Market Analysis, VIHFA will take the lead on gathering, organizing, and (if needed) reconciling edits and comments from the Territory. By the end of the review period, VIHFA will send Cloudburst a single document with one set of comments for the Needs Assessment and Market Analysis. Cloudburst will then incorporate these edits and comments into the final version of the Consolidated Plan.

Cloudburst will gather existing maps and graphics or generate up to three (3) new maps to illustrate the data presented in the Needs Assessment and Market Analysis.

### **Task 4. Strategic Plan**

Cloudburst will synthesize information from the Needs Assessment and Market Analysis to develop the Strategic Plan section of the Consolidated Plan. This process will include one strategic planning workshop with VIHFA staff to review the high-level trends identified in the Needs Assessment and Market Analysis and then discuss the goals, priority needs, and anticipated resources for the Strategic Plan. This workshop can take place during the normally scheduled biweekly check-ins between Cloudburst and VIHFA staff.

### **Task 5. Draft Consolidated Plan and First-Year Annual Action Plan**

Cloudburst will combine the Needs Assessment, Market Analysis, and consultation process and Strategic Plan to develop the draft Consolidated Plan and the first-year Annual Action Plan.

- The Executive Summary (screen ES-05) will introduce and summarize the key components of the Consolidated Plan and highlight the needs of VIHFA.
- The Process (screens PR-05 to PR-15) section will identify the lead agencies responsible for the development of the plan and the administration of the grants; identify which public and private service providers and other stakeholders were consulted; and describe the process of outreach conducted to encourage citizen participation during plan development.
- Cloudburst will complete all prompts and data elements of the Housing and Homeless Needs Assessment (screens NA-05 through NA-50) and the Housing Market Analysis (screens MA-05 through MA-65) within the Consolidated Plan to fulfill HUD requirements, as well as present VIHFA staff with a draft version of the documents that contains maps and graphs to assist readers in understanding the data and narrative. The Housing Market Analysis will maintain a focus on the dynamics of the housing market, with information from the 2024 Housing Supply Gap Analysis document produced by Bowen National Research, to understand the housing affordability issues, supply/demand characteristics, and condition of housing stock, among other market drivers.
- Using data gathered and the results of the Strategic Planning Workshops, Cloudburst will complete all required fields for the Strategic Plan (screens SP-05 to SP-80) and AAP (screens AP-15 to AP-90) sections.
- Cloudburst will also provide models for effective collaboration strategies concerning resource allocation in addition to strategies for capacity building in rural areas, and an assessment of potential program expansion.
- Cloudburst will ensure that the Five-Year Consolidated Plan references the Analysis of Impediments, PHA Plan, and any additional requirements as outlined by the Office of Sustainable Housing and Communities.

Cloudburst will provide a goals, outcomes, and indicators framework that conforms with the eCon Planning Suite and IDIS to facilitate data collection and reporting over the next five years. Cloudburst will use the information from the Strategic Plan to develop the first-year FY 2025 AAP. Cloudburst will work with VIHFA staff to finalize the priority needs, resource allocations, and goals.

Cloudburst will provide a complete draft to VIHFA for one round of review and consolidated comments. As with the draft Needs Assessment and Market Analysis, VIHFA will take the lead on gathering, organizing, and (if needed) reconciling edits and comments from the Territory and submit one document with comments and revisions. Cloudburst will then incorporate any necessary edits and changes to the plan. Cloudburst's Communications team will conduct copy-editing and formatting of the document before submitting the document to VIHFA for publication for the public comment period.

## **Task 6. Finalize and Submit Consolidated Plan & First-Year Annual Action Plan to HUD**

Following the end of the 30-day public comment period and public hearing, VIHFA staff will gather and send any public comments or questions received on the draft Consolidated Plan and first-year Annual Action Plan to Cloudburst to summarize and include in the final version of the plan. Cloudburst assumes that VIHFA will provide Cloudburst with all required supporting documentation for submission of the Consolidated Plan in IDIS, including the completed and signed SF-424s, AFFH certifications, and proof of publication for the public participation process. Cloudburst will compile this information into the final version of the Consolidated Plan and will provide VIHFA with a PDF version of the final document. Cloudburst will complete IDIS data

entry for the U.S. Virgin Islands Consolidated Plan and submit the plan in the system once VIHFA indicates that staff is ready to submit the plan to HUD.

After submitting the Consolidated Plan in IDIS, Cloudburst will remain on call for up to 10 hours to answer questions and provide TA during HUD's 45-day review period of the Consolidated Plan.

## **Scope II: Update to the Analysis of Impediments to Fair Housing Choice (AI)**

Cloudburst will use the Fair Housing Planning Guide as a general guideline for fair housing planning to update the Territory's current AI so it will inform the Territory's ability to address identified impediments through an analysis of public and private sector policies and programs that impact housing decisions. This will include a listing of impediments that restrict fair housing choice for residents, and a series of recommended actions to remove the identified impediments.

### **Task 1. Project Coordination**

The Cloudburst team will hold a virtual kickoff meeting with VIHFA staff to review key information related to fair housing planning to initiate the development of the AI.

Early on in the update of the AI, the Cloudburst team will facilitate a workshop with VIHFA staff to review Virgin Islands existing AI. This workshop will focus on the successes and shortcomings of the previous AI and provide VIHFA staff an opportunity to review the information in the current plan and share their expectations for the upcoming AI with Cloudburst.

### **Task 2. Public Participation and Consultation**

Cloudburst will align the consultation processes for the Consolidated Plan and AI to gather the required information efficiently and cost-effectively for both documents. Early on in the project, Cloudburst will work with VIHFA staff to identify those who need to be brought to the table to provide valuable input for the AI while satisfying federal requirements and those outlined in the Territory's Citizen Participation Plan.

Since many of the stakeholders consulted for the AI overlap with stakeholders consulted for the Consolidated Plan, Cloudburst will use the same methods, detailed below, to gather input for both documents.

#### ***Online Stakeholder Survey***

The same online stakeholder survey for the Consolidated Plan can gather input from stakeholders on fair housing. The survey would include questions asking stakeholders for input on fair housing topics such as common forms of housing discrimination, the availability of fair housing services and providers, the most needed fair housing services, and the risks and impacts of displacement.

Cloudburst will use SurveyMonkey to distribute the survey and will work with VIHFA to identify existing methods such as email distribution lists to encourage participation. Cloudburst anticipates that the stakeholder survey will collect responses for about 30 days, after which the team will analyze the results. The AI survey results would be included in a .pdf summary report of the stakeholder survey results that Cloudburst provides to VIHFA staff.

### *Virtual Consultation Sessions*

Cloudburst will organize and facilitate one virtual consultation session with key fair housing stakeholders to gather more detailed information for the AI. The consultation session will aim to gather targeted information from partners related to topics not easily captured in the stakeholder survey such as coordination, collaboration, and partnerships among fair housing advocates, enforcement agencies, and service organizations across the Territory.

The Cloudburst team will work closely with VIHFA staff to finalize the consultation session topics, identify contacts for the session, and determine discussion questions prior to each meeting. Cloudburst will take detailed notes for each session to capture topics discussed for use in the Consolidated Plan and AI.

### **Task 3. Data Collection and Analysis**

Cloudburst will collect and analyze data from federal and state sources to build the foundation of the AI. Cloudburst will ensure that the data analysis in the AI meets HUD expectations for fair housing planning and will incorporate key trends and themes gathered from the consultation process.

Cloudburst will work with VIHFA staff to identify additional data sources for the AI. Other data sources include information from recent plans and reports such as the HOME-ARP Allocation Plan.

Following data collection and initial analysis, Cloudburst will synthesize information gathered from quantitative and qualitative sources for Virgin Islands to update the main sections of the AI.

### **Task 4. Fair Housing Review and Analysis**

#### *Analysis of Public Sector Practices*

Cloudburst will review existing laws, regulations, and governmental policies and practices that influence fair housing choice and affect the location, availability, and accessibility of housing. The analysis will include reviewing the impact of tax assessment and abatement practices on housing choice. This section will describe how public regulations and policies, including but not limited to ordinances and regulations, planning and zoning laws and decisions, land use regulations, community development funding policies can impede housing choice and identify whether any practices could represent obstacles to housing choice in the Territory.

#### *Analysis of Private Sector Practices*

Cloudburst will assess the role of private sector policies and practices on fair housing choice in the Territory. This section will include analyzing HMDA mortgage lending data as well as publicly available data on evictions, foreclosures, predatory lending (if available), and real estate associations. This section will describe how private practices can impede housing choice and identify whether any practices could represent obstacles to housing choice in the Territory.

#### *Analysis of Access to Opportunity*

Cloudburst will analyze publicly available indices of dissimilarity, segregation, and integration as well as HUD datasets on racially or ethnically concentrated areas of poverty (R/ECAPs) to explore whether any demographic groups are concentrated in particular areas across the Territory. Cloudburst will work with VIHFA staff to identify other topic areas of interest that impact access

to opportunity such as quality of schools; access to and affordability of transportation; proximity of job opportunities; and environmental and natural hazards.

***Analysis of Fair Housing Education and Enforcement***

Cloudburst will assess the availability of fair housing education, outreach, and services across the Territory and describe the region’s fair housing infrastructure and systems. This section will include a review of the Territory’s recent actions to address fair housing impediments, progress towards meeting goals, and affirmatively further fair housing. Cloudburst will also review fair housing services and enforcement activities of fair housing advocacy and enforcement organizations.

***Analysis of Fair Housing Discrimination***

Cloudburst will analyze FHEO fair housing complaint data in the Territory, HUD data on disproportionate needs, and discrimination findings, as well as incorporate themes from the stakeholder survey on the fair housing issues and concerns impacting the Territory.

***Develop the AI Fair Housing Action Plan***

Cloudburst will facilitate up to two workshops with VIHFA staff to incorporate the information gathered through the data analysis and consultation process into the Territory’s fair housing planning.

**Task 5. Draft the AI**

Cloudburst will update all sections of the AI for VIHFA. Using information collected from the data analysis, consultation process, and fair housing planning workshops, Cloudburst will update the draft AI and submit it to VIHFA for one round of review and consolidated comment from VIHFA.

During the review of the draft AI, VIHFA will take the lead on gathering, organizing, and (if needed) reconciling edits and comments from VIHFA staff. For example, if members of the VIHFA staff have conflicting proposed edits for the same content, VIHFA will work to reconcile and develop a single set of proposed edits for the content. By the end of the review period, VIHFA will send Cloudburst a single document with one set of comments. Cloudburst will then incorporate these edits and comments into the final version of the AI. Cloudburst will also conduct copy-editing, formatting and remediation of the AI that will be submitted to VIHFA prior to the public comment period.

Deliverable	Cloudburst Role	VIHFA Role
<b>Draft AI</b>	Cloudburst will draft the AI and submit to VIHFA for one round of review and consolidated comment.	VIHFA will take the lead on gathering, compiling, and (if needed) reconciling proposed edits and comments from the other members of the VIHFA staff. VIHFA will send Cloudburst one document with all comments and edits from VIHFA to incorporate into the final version.

**Task 6. Finalize AI**

Following the end of the public comment period and virtual public hearing, VIHFA staff will gather and send any public comments or questions received on the draft AI to Cloudburst to summarize and include in the final version of the plan. Cloudburst will then prepare and submit the final version of the AI to VIHFA as a PDF. There is currently no federal requirement to submit the AI in IDIS;

however, if VIHFA would like to do so, the agency can upload the PDF of the AI as an attachment to AD-25 of Virgin Islands Consolidated Plan in IDIS. HUD guidance currently states that grantees should alert their HUD Field Office when they have developed an AI, but that grantees do not need to undergo formal HUD review and approval of their AI. Therefore, Cloudburst does not believe additional time for on-call TA for the AI is necessary.