

CONTRACT NO. 15-01-AM

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AGREEMENT FOR PROFESSIONAL SPEAKING SERVICES FOR
2015 ASSET MANAGEMENT CONFERENCE**

THIS AGREEMENT, made and entered into as of the 1st day of ~~August~~ ^{September}, 2015, by and between the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, a public body corporate and politic, located at 735 E. Michigan Avenue, Lansing, Michigan (Authority) and **NOVOGRADAC & COMPANY LLP**, with an office at [REDACTED] (Contractor). The Authority and the Contractor are collectively referred to as the Parties.

The Parties mutually agree as follows:

1. **Speaker.** The Parties agree that the Contractor's employee, Jillian Toole ("Speaker"), shall present content on behalf of the Contractor. In the event that Ms. Toole is unavailable to speak, the Contractor agrees, with Authority prior-approval, to provide another Speaker with equivalent experience and expertise to present content on behalf of the Contractor.
2. **Services Rendered/Scope of Work.** The Speaker will speak at the Authority's 2015 Asset Management Conference to be held at the **Lansing Center, Lansing, MI** on September 9, 2015:
Title: Tax Credit Property Compliance Workshop
Date: September 9, 2015
Time: 9:45 a.m. and 12:45 p.m.
Length: Two 90-minute sessions

Specific details of the presentation are provided in Exhibit A attached and incorporated into this Agreement. By signing this Agreement, the Authority explicitly agrees and acknowledges that it is engaging Contractor to provide academic services rather than professional services.

3. **Payments and Reimbursements.**
 - a. **Amount.** The Authority agrees to pay the Contractor \$2,500 for the one-day presentation, on an all-inclusive basis. The invoice is payable upon presentation. After 30 days, the Authority agrees that a late charge will be imposed on unpaid fees at a rate of 10% per annum, assessed monthly based on 0.83% of the account's balance of past due invoices.
 - b. **W-9 Form:** A W-9 form is attached and incorporated into this Agreement as **Exhibit B**. The Contractor agrees to complete and submit the attached W-9 form. Failure to provide a completed W-9 may result in non-payment.
 - c. **Symposium/Conference Event Registration & Tour Fees.** As part of the Speaker's compensation, Conference registration fees will be waived. In the event that the Speaker wishes to participate in tours or other Conference-related activities, the Contractor will be responsible for any additional fees.
4. **Ownership.** The Parties agree that the Presentation content is the property of the Contractor.

5. **Contacts.** The Speaker designates the following individual as primary contact for all matters concerning this Agreement:



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



Except for changes to the performance schedule, the designated project representative has no authority to make promises or binding obligations for either the Authority or the Contractor, as such authority rests solely with the authorized persons executing this Agreement.

6. **Topic and Speaker Schedule.** The Authority has exclusive control over speaker selection and schedule of speaker presentation.
7. **Contractor's Speaker.** The Contractor agrees that it and its speaker are to be deemed at all times and for all purposes independent contractors. The Contractor warrants that the assigned speaker possesses the requisite education, competence, and experience to perform such services.
8. **Nondiscrimination.** The Contractor and the Authority agree not to discriminate in any manner and further agree to comply with all applicable antidiscrimination state and federal laws. The Authority further agrees to provide reasonable accommodations in accordance with state and federal law.
9. **Modification & Termination.** This Agreement cannot be modified without prior written consent of the other party and signed by both Parties. The Contractor may cancel this Agreement by providing notice to the Authority at least 45 days prior to the scheduled date of the presentation. For terminations provided to the Authority with less than 45 days' notice, the Contractor agrees to reimburse the Authority for any related expenses accrued prior to termination and that the Authority is under no obligation to pay the fee specified in Section 2a.
10. **Nonassignability and Delegation.** The Contractor may not assign or delegate the obligations specified in this Agreement without the written consent of the Authority.
11. **Pensioned Retiree.** The Contractor acknowledges that its speaker is not a State of Michigan retiree subject to 2007 PA 95, MCL 38.68c, as amended, requiring retirees of the State Employees Retirement System (i.e., former state employees who have pensions with the state of Michigan) who become employed by the State, either directly or indirectly through a contract agreement on or after October 1, 2007, to forfeit their state pension for the duration of their reemployment.
12. **Merger & Severability.** This Agreement is the sole, complete, and binding agreement between the Parties concerning the Contractor's performance. This Agreement replaces all prior

communications between the Parties. If any provision of this Agreement 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, or policy.

13. **Michigan Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Speaker's successors 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.*

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

By: 
Brian Mills
Chief Operations Officer
Michigan State Housing Development Authority

Date: 9.1.15

By: 

Novogradac & Company LLP

Date: 8.25.15

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EXHIBIT A – Scope of Work

The Contractor agrees to provide a speaker for two 90-minute sessions at the Authority's 2015 Asset Management Conference Tax Credit Property Compliance Workshop scheduled for September 9, 2015. The Contractor warrants that its speaker has the requisite experience and education to present guidance in the subject matter as outlined below:

- I. Introduction
- II. HUD published income and rent limits
 - a. Determining household size for income limit purposes
 - b. Calculating rent limits
- III. Determining Household Income
 - a. Calculating Income
 - b. Whose income is included
 - c. What income is included
- IV. Tenant Income Certification (TIC)
 - a. Effective and move-in dates
 - b. Review the parts of the document
 - c. What's included on the TIC
 - d. Where information is completed on the TIC
 - i. What's needed
 - ii. Effective date
- V. HOME and LIHTC program
 - a. How to determine which limits apply
 - b. How to remain in compliance with both programs
- VI. Utility allowances
- VII. Rental Assistance programs
 - a. Voucher-based
 - b. Project-based