



August 8, 2016

Maureen Carden  
Asset Management  
Michigan State Housing Development Authority  
735 East Michigan Avenue  
Lansing, MI 48912

Dear Ms. Carden:

This letter is to set forth the terms and objectives of our proposed engagement and the nature and limitations of the services that Amanda Atkins ("Contractor") will provide to the Michigan State Housing Development Authority ("Client"), unless changes to this agreement are mutually agreed upon:

## DESCRIPTION OF SERVICES

Contractor will provide training at four (4) 90-minute sessions for the attendees of Client's Asset Management Fall Conference on September 20 and 21, 2016, at the conference location selected by Client in Lansing, Michigan. Contractor agrees to provide comprehensive training materials for each session. Topics will include:

- Adult Bullying (90 minutes)
- Avoiding Workplace Burnout (90 minutes)
- Reasonable Accommodation (90 minutes)
- Customer Service in Affordable Housing (90 minutes)

The services at the conference will not exceed six (6) hours total. The services described above will be provided by: Amanda Atkins

*Contractor acknowledges that Amanda Atkins 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 or agreement on or after October 1, 2007, to forfeit their state pension for the duration of their reemployment.*

## SCOPE OF WORK

This training engagement will require planning and coordination of effort. Contractor will be responsible for:

- ✓ Travel arrangements for the instructor including hotel reservations at the conference hotel
- ✓ Laptop used to deliver training content
- ✓ Creating training materials for all attendees. Appropriate copyright rules apply.

Client will be responsible for arranging for the conference facility and training rooms, and the reimbursement of Contractor's direct expenses as described below.

## FEE SCHEDULE

The following is our understanding of the fee schedule agreed upon:

- A. Professional Fees.** Fees for professional services will be project-based and not subject to change without written approval from both parties. Total cost for this engagement is \$1,200.00. **Contractor requires a 50% deposit (\$600) for all services before dates are confirmed and travel arrangements are secured.** The balance due will be paid at the end of the conference engagement.
- B. Direct Expenses.** Client will reimburse Contractor for all of its direct expenses incurred to meet the terms of this engagement. Direct expenses include, but are not limited to: the duplication (and shipping, if applicable) of Contractor's training materials for all attendees, airfare and other transportation to and from the conference site, lodging at the conference hotel, and conducting the training at the conference facility. Client will be directly responsible for all conference facility expenses such as room rental, setup, projector, screen, flip chart, markers, etc. Reimbursement of Contractor's direct expenses will be made within 21 days of receipt of an invoice accompanied by copies of receipts or other evidence of the expense incurred.
- C. Term of Offer.** The offer described in this engagement, including quoted pricing, is valid for 10 days from the date of this agreement. If Contractor has not received a signed engagement letter and the required deposit within 10 days of the date of this agreement, the offer to provide services will be considered null and void.
- D.** Client agrees not to generate income from any outside sources after the dates of the training sessions provided by the Contractor, such as selling the content after the day of the event.

## TERMINATION

This agreement will terminate automatically in the event of (1) the death of Contractor or the individual who has agreed to provide the training services or (2) the sale of Contractor or the assignment of its obligations under this agreement without the written consent of Client. Either party may terminate this relationship at any time by thirty (30) days' written notice to the other. Should Contractor terminate or fail to provide training as agreed, a full refund of the deposit will be due Client. Should Client terminate this agreement, any and all deposits would be deemed non-refundable. In addition, Client will continue to be responsible for the reimbursement of any non-refundable expenses of Contractor incurred prior to a termination. All payment and refunding obligations will survive the termination of this agreement. In the event a termination occurs due to the death of Contractor, any amounts owed by Client will be paid to Contractor's estate.

## RELATIONSHIP OF THE PARTIES

Client is entering into this agreement with the understanding that Contractor is an independent contractor and not an employee of Client or the state of Michigan. Other than the professional fees and expense reimbursement payable to Contractor by Client, Contractor and not Client is responsible for the payment of any and all compensation and employer taxes and withholding for the employees providing services under this agreement. Contractor may perform services for or be employed by such additional persons or companies as Contractor sees fit. Neither party may assign its rights or obligations under this agreement without the consent of the other party.

## NOTICES

Any notice given under the terms of this agreement must be in writing and may be made by to the parties at the addresses listed above by any manner, including personal delivery; prepaid certified, return receipt requested first-class mail; or overnight delivery service. Notice may also be given by e-mail to:

Client: [cardenM1@michigan.gov](mailto:cardenM1@michigan.gov)

Contractor: [REDACTED]@gmail.com

Notices will be effective upon receipt.

## CONFIDENTIALITY

All information Client provides to Contractor during the course of this engagement shall not be disclosed to any third party without the written authorization from Client.

## LIMIT OF LIABILITY

Contractor's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for the services described herein. This shall be Client's exclusive remedy.

Client further agrees that Contractor will not be liable for any lost profits, or for any claim or demand against Client by any other party. In no event will Contractor be liable for incidental or consequential damages even if Contractor has been advised of the possibility of such damages.

All information and training materials supplied in connection with the engagement of Contractor by Client remain the exclusive property of Contractor. Any use or copying of such materials not specifically authorized by Contractor shall be deemed a violation of this agreement and may render Client liable for damages.

The materials provided through this engagement are developed for educational purposes only and are based upon the knowledge and opinions of Contractor and its employees.

No action, regardless of form, arising out of the services under this agreement, may be brought by either party more than one year after the date of the last services provided under this agreement or if no services are provided because the agreement is terminated by one of the parties, one year after the date of termination.

## GOVERNING LAW

Any action or proceeding relating to, or arising out of, this Agreement shall be governed and determined by the laws of the State of Michigan. Any action or proceeding arising under or relating to this Agreement shall be resolved only in the Michigan Court of Claims, which has exclusive jurisdiction over claims against Client, and the parties irrevocably consent to the personal jurisdiction and venue of such court and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

If you have any questions or concerns regarding this agreement or the desired services, please contact us at the above address.

MICHIGAN STATE HOUSING  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_

\_\_\_\_\_  
Amanda K. Atkins

Date: 8/5/16

Its: \_\_\_\_\_  
Date: 8-10-16