

**FIRST AMENDMENT TO AGREEMENT  
FOR  
PROFESSIONAL SERVICES BETWEEN  
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AND  
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

THIS FIRST AMENDMENT OF AGREEMENT FOR PROFESSIONAL SERVICES, made and entered into as of **December 21, 2022**, by and between the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (“Authority”), and ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, 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. 22-10-LEG dated June 22, 2022 (“Contract”), whereby the Contractor agreed to provide insurance consulting services related to the Authority’s lending programs and activities as more particularly set forth in the Contract.

NOW THEREFORE, the Parties mutually agree to amend the terms of the Contract as follows:

A. Section 2 is hereby replaced in its entirety with the following:

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 about December 22, 2022 and shall be completed no later than **June 21, 2023**.

B. Section 3(a) is hereby replaced in its entirety with the following:

3. **Contract. Price and Payment.**
  - a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed **Twenty Thousand Dollars (\$20,000.00)**.


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, excepting the portions amended hereby, together with this amendatory instrument, constitute the entire agreement of the Parties and that, except as expressly modified in this First Amendment, the terms and conditions expressed within the Contract will remain in full force and effect.

**ARTHUR J. GALLAGHER RISK MANAGEMENT  
SERVICES, INC.**

By:   
Michael Miller (Nov 30, 2022 21:32 EST)  
\_\_\_\_\_  
Michael Miller, Area President - Michigan

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

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

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**WITH**  
**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

**THIS AGREEMENT** is made and entered into as of the **22nd day of June, 2022**, by and between the **Michigan State Housing Development Authority**, a public body corporate and politic ("**Authority**") and **Arthur J. Gallagher Risk Management Services, Inc., a Foreign Corporation** authorized to transact business in Michigan ("**Contractor**") to provide insurance consulting services related to the Authority's lending programs and activities (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 December 21, 2022. *Upon mutual agreement, this Agreement may be extended for up to two six-month periods.*

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

a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed **Ten Thousand Dollars (\$10,000.00)**.

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 Invoice number and total amount due.
- iv Name of point of contact for services that were performed.
- v Contractor staff member(s) and their hourly rate(s) who performed the services being invoiced (if applicable).
- vi 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 TERMS 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 or self-insurance sufficient in the amount to provide coverage for any errors or omissions arising out of the performance of this Agreement. If, during the term of this Agreement, changed conditions should, in the judgment of the Authority, render inadequate the Contractor's current insurance or self-insurance limits, the Contractor will furnish to the Authority proof of additional insurance or self-insurance as may be required. 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. The Authority reserves the right to reject as unacceptable any insurer.
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 will be substantial and difficult, if not impossible, to ascertain. Therefore, 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, the Authority shall be entitled to a credit against the Contractor's current unpaid billings for amounts previously paid to the Contractor after the Contractor's non-performance or improper performance. For the purposes of the foregoing, the Parties agree that the Authority shall have the sole, but reasonable, discretion in determining the adequacy of the Contractor's performance. 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 matters concerning this Agreement:

Brandon Chidester  
Producer  
300 Ottawa  
Grand Rapids, MI 49504  
Phone: 313-949-3312  
Email: Brandon\_Chidester@ajg.com

With a copy to:  
Arthur J. Gallagher Risk Management Services, Inc.  
2850 Golf Road  
Rolling Meadows, IL 60008  
Attn: Legal Department

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 Contract, and any changes under this Contract:

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 Contract.

Richard Norton  
Deputy Director of Legal Affairs  
735 East Michigan Avenue  
Lansing, MI 48912  
Phone: 517-335-2009  
Email: [nortonr2@michigan.gov](mailto:nortonr2@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 B - 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 B, 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. In addition, in the event that a constructive or actual conflict arises where the Contractor has provided or will provide services to an Authority borrower or sponsor, the Contractor will create a conflict wall and assign a separate person to provide services to the Authority.

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. For clarification, Contractor is not aware of any such current participation by the Contractor. If a party becomes aware of an Authority program in which Contractor or one of Contractor's employees, agents, officers, directors, shareholders, members, or subcontractors participates, such party will promptly inform the other and will work in good faith with the other party to secure 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 third-party claims, damages or expenses, including reasonable attorneys' fees, to the extent arising or alleged to arise in whole or in part from damage or injury caused by or resulting from (i) any action or inaction of the Contractor, its agents or employees, or (ii) sustained in connection with the violation of any law, statute, ordinance or regulation by the Contractor, its agents or employees, or (iii) 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.

To the extent permitted by law, the Contractor's liability for all claims by the Authority directly or indirectly connected with any matter touching upon this Agreement (whether to the Authority or any other person) is limited to One Hundred Thousand (\$100,000) Dollars, except to the extent of damages arising due to Contractor's gross negligence or intentional misconduct or Contractor's breach of confidentiality. If the Contractor is liable to pay damages to the Authority and if the Authority or any other person (including advisers to the Authority) is found by a body with competent jurisdiction to have contributed to the loss the Authority or such other person has suffered, the damages payable by the Contractor will be reduced to the extent of such contribution. Without limiting the foregoing, the Contractor shall not be liable for any indirect, special, exemplary reliance consequential or punitive damages.

**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.
- 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. Contractor shall remain the owner of any records it creates during the performance of this Agreement which are not developed or intended for delivery to the Authority.

21. **Disclosure of Information.** Other than as contemplated by this Agreement, 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 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 initiated, no Product or Services financed with Authority assistance shall be terminated by the Contractor prior to satisfactory completion without approval of the Authority. After the first payment, the Product or Services may be terminated, modified, or amended, by 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 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 thirty (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 by the Contractor until the Authority so releases the Contractor and has determined for the purpose of set-off the exact amount damages due to the Authority, if any. If Contractor disagrees with the Authority's set-off determination Contractor may request that a court of competent jurisdiction come to a final determination as to each party's responsibility and the exact amount of damages due the Authority, if any.

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.

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

**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

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

Michael Miller  
Area President - Michigan

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

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

Gary Heidel  
Acting Executive Director

# MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

## EXHIBIT A

### Scope of Work

#### I. Overview

The contractor will consult with Authority staff and partners on insurance matters related to the Authority's construction and property rehabilitation lending programs and activities, including but not limited to property, liability, workers compensation, builders' risk, and crime and dishonesty insurance. The Contractor also provide consultation services regarding Authority owned coverage on its building, E & O policy, etc.

The contractor will also advise and educate Authority representatives related to contractor services sought as outlined below.

#### II. Objectives, Tasks & Activities

**A. General Objectives.** The selected contractor must meet the following general objectives:

1. Provide periodic and ongoing technical information, assistance and trainings to Authority staff on development of Authority's insurance guidelines and insurance requirement parameters.
2. Provide periodic and ongoing technical information, assistance and trainings to the Authority on market changes, new and obsolete insurance coverages, and industry trends including but not limited to captive insurance.
3. Provide or assist in preparing educational and advisory resources for stakeholders subject to insurance guidelines.
4. Provide guidance, technical information, assistance and training to the Authority staff on reviewing insurance certificates, policies and related questions pertaining to Authority financed developments or Authority owned properties.

**B. Specific Tasks & Activities.** The selected contractor will provide the above services via telephone consultation, email, and onsite training as requested by the Authority. Current service needs average approximately five (5) to ten (10) hours per month, but may fluctuate depending on Authority program needs, initiatives, etc.

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**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

**EXHIBIT B**

**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 Brandon J. Chidester, CLCS  
(Print or type name above line)

Title with Contractor/Subcontractor Associate Producer

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

(2) Name \_\_\_\_\_  
(Print or type name above line)

Title with Contractor/Subcontractor \_\_\_\_\_

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

Name of Signatory for Contractor/Subcontractor:

Printed Name: Michael Miller  
(Print or type name above line)

Its: Area President - Michigan

Signature:  \_\_\_\_\_

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

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