

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

WATER HILL CREATIVE, INC.

THIS AGREEMENT is made and entered into as of the **1st day of October, 2021**, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic located at 735 E. Michigan Avenue, Lansing, Michigan 48912 ("**Authority**") and **Water Hill Creative, Inc.**, a Michigan for profit corporation located at 625 Felch Street, Ann Arbor, MI 48103 ("**Contractor**") for the purpose of providing videography and photography services as required for Authority programs. (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, 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 September **30, 2024**. *At its discretion, the Authority may renew this Agreement for up to three one-year 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 **Seven Hundred Fifty Thousand Dollars (\$750,000)**.

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

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. Amount paid to date on this Agreement itemized by monthly expenditures and total expenditures to date.
- iv. Number and amount of this invoice.
- v. Division for whom services were performed.
- vi. Name of point of contact for services that were performed.
- vii. Contractor staff member(s) and their hourly rate(s) who performed the services being invoiced.
- viii. 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.

- d. 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, ~~one time per year~~, and will be retained for seven ~~three~~ years after the expiration of the Agreement unless permission to destroy them is granted by both the Authority and the State of Michigan. All documented costs associated with an audit of personnel records will be borne by the Authority.

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. Such reports shall include but not be limited to: progress reports, a report of all receipts, expenditures, project activities and accomplishments, including a comparison of the final budget to the approved Project Budget, and supporting documentation for claimed reimbursements. The Authority shall prescribe the requisite form and content of reports and shall designate the dates on which the reports are to be submitted by the Contractor and subcontractor. Before the occurrence of the project completion date prescribed in Section 2 of this Agreement, the Contractor shall submit to the Authority both a project completion report and a proper final claim for expenditure reimbursement, which shall be supported by documentation of the expenditures claimed.
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 (after reasonable opportunity to cure improper performance that is merely unsuitable and does not materially or adversely affect the Authority), 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 sole discretion in determining the adequacy of the Contractor's performance and the amount of credit to be taken in the Authority's reasonable discretion. 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:

Tom Phillips
President, Water Hill Creative
625 Felch Street
Ann Arbor, MI 48103
Email: tom@waterhillcreative.com
Office: 734-352-3606

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: 517-256-1873
Email: 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.

Katie Bach
Communications Director
735 East Michigan Avenue
Lansing, MI 48912
Phone: 517-643-0308
Email: BachK@michigan.gov

The Contractor shall contact only the designated Contract Administrator 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 (a) have signed this Agreement on behalf of the Contractor and/or (b) are listed in Exhibit B, attached and incorporated into this Agreement. 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. Prior to executing this Agreement, the Contractor shall provide to the Authority the names of all Key Persons by completing Exhibit B, which is the Certificate Verifying Key Persons of the Contractor or a Subcontractor, if applicable ("Certificate"). In the event the Contractor fails to provide to the Authority the names of any Key Persons, the Parties shall consider the signatory for the Contractor to be the sole Key Person for the Contractor. 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. (See Section 12a of this Agreement.)
- 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.

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.

16. **Indemnity and Non-Limitation. Mich. Const. art. IX, § 18.** The Contractor agrees to defend, indemnify and hold harmless the Authority from any claims, damages or

expenses, including reasonable attorneys' fees, arising or alleged to arise in whole or in part from damage or injury caused by or resulting from any action or inaction of the Contractor, its agents or employees, or sustained in connection with the violation of any law, statute, ordinance or regulation by the Contractor, its agents or employees, or 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, except if, but only to the extent that, such losses are solely caused by the Authority's grossly negligence or wrongful action or inaction.

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.

Except as provided for herein, to the maximum extent permitted by law, in no event shall Contractor's liability hereunder from any and all causes whatsoever (including, without limitation, negligence, strict liability, warranty, indemnity or otherwise), exclusive of punitive damages, exceed the greater of: (i) the fees received by Contractor under this Agreement or (ii) One Million Dollars (\$1,000,000).

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 intellectual property, 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.
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 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 until the Authority so releases the Contractor and has determined for the purpose of set-off the exact amount of damages due the Authority.

24. **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.
25. **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.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

EXHIBIT A

Scope of Work

I. Overview

The Authority is contracting with a videography and photography service provider (“Contractor”) to enhance its state and local promotions efforts, and to receive assistance in performing functions that extend the Authority’s public relations and marketing capabilities.

The Contractor will provide the Authority with services related to videography and photography to accomplish the Authority’s marketing and communications objectives. The Contractor will also advise and educate Authority representatives related to contractor services sought as outlined below.

II. Service Requirements

The Contractor will serve as the producer for video projects, having equipment, software and staff that can handle the coordination of interviews and actual interviewing, writing, and art direction for all productions. The Contractor will be responsible for pre-production technical advice on developing videos, setting up the individual shots for best possible sound and video, lighting and filming the individual clips, and editing and assembling the final video. Videographer is responsible for supplying all video equipment.

A. General Objectives. The Contractor must develop strategic video and photographic materials around the Authority’s mission by meeting the following general objectives:

- Possess in-house broadcast production abilities (i.e., radio, video) (preferred).
- Ability to consult/implement project concepts to customer expectations.
- Excellent script-writing skills.
- Produce itemized monthly invoices that include an executive summary reflecting work completed within the scope of work.
- Adhere to Authority work order process prior to beginning work.
- Maintain capacity to handle numerous simultaneous projects.
- Conduct research, present data, metrics and sources, and recommend direction.
- Development of a long-term video/photography strategy.
- Provide consultation, timelines, implementation and execution of video production.
- Identify photo/video opportunities.
- Supply all necessary equipment, software and staffing to complete filming and production.
- Edit and organize final clips, completing any other digital manipulation of the material necessary for project completion.

- Understand and adhere to Authority branding standards.
- Deliver all assets, including source files, upon completion of projects, or as needed when collaborating with in-house designers.
- On-site event coverage support.
- Use Michigan-based subcontractors (preferred).
- Comply with Authority finance standards applicable to third-party vendors and events.
- Comply with Authority, state and federal rules and regulations.
- Lead regular status meetings, per MSHDA request.
- Billing and budget tracking.

MSHDA will work with the Contractor to create a formal a comprehensive Work Request for each videography and photography project. The Work Request template will identify the statement of work, period of performance, deliverables, specific response information required, work evaluation and payment criteria, and any special terms and conditions.

The Contractor must respond fully with a quote for the work request within five (5) days of issuance by MSHDA. The Contractor may request clarification regarding the MSHDA's request during the response period. If the Contractor is unable to provide the personnel requested, the Contractor must record this fact in a written response to the MSHDA.

MSHDA project manager must approve all projects in writing before work begins.

Assets and Licensing

Final assets should be formatted in such a way as to allow the Authority to easily translate the materials to another digital format in the future. Videos must be debugged and ready for public viewing at least two weeks prior to deadlines. Videos must be delivered by mutually agreed upon method. All video must be produced by a minimum of 30fps and High- Definition H.264/MPEG-4.

Videographer assigns all present and future rights to the materials produced during the project to MSHDA and may not reproduce or reuse the materials for any purpose without the written permission of MSHDA.

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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 Thomas Phillips
(Print or type name above line)

Title with Contractor/Subcontractor President/Sr. Creative Editor

Is this person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No X

(2) Name Mike Kosch
(Print or type name above line)

Title with Contractor/Subcontractor Sr. Creative Editor/Videographer

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

(3) Name Jared Perkins
(Print or type name above line)

Title with Contractor/Subcontractor Creative Editor

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

The Contractor/Subcontractor acknowledges that the following personnel are Project Personnel of the Contractor/Subcontractor:

(4) Name Nick Kales
(Print or type name above line)

Title with Contractor/Subcontractor Motion Graphics Designer

Is this person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No X

(5) Name Glenn Parsons
(Print or type name above line)

Title with Contractor/Subcontractor Motion Graphics Designer

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

(6) Name Justin Malek
(Print or type name above line)

Title with Contractor/Subcontractor Motion Graphics Designer

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

(7) Name Kathleen Muller
(Print or type name above line)

Title with Contractor/Subcontractor Producer

Is this person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____/No X

(8) Name Doug Christensen
(Print or type name above line)

Title with Contractor/Subcontractor Producer

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

(9) Name Ryan Betzler
(Print or type name above line)

Title with Contractor/Subcontractor Videographer

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

(10) Name Tim Kelley
(Print or type name above line)

Title with Contractor/Subcontractor Audio Engineer

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

Name of Signatory for Contractor/Subcontractor:

Printed Name: Thomas Phillips
(Print or type name above line)

Its: President/Sr. Creative Editor

Signature: _____

Federal Identification Number: 46-0544948

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

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

EXHIBIT C – RATES

Product/Service Name	Rate	Product/Service Name	Rate
3d Creative	\$125/hr	Hotel Fees	as accrued
Airfare	as accrued	Lenses	\$450 per day
Airport Baggage Fees	as accrued	Lighting Kit	\$550 per day
Airport Parking	as accrued	Location Audio Engineer	\$650 per day
Archive	\$150	Misc GoPros, Osmo	\$150 per day
Audio Kit	350	Mix to Picture	\$100/hr
Audio Mixing	\$100/hr	Monitor	\$100 per day
Backdrop	\$150	Motion Graphic Design	\$125/hr
Baggage Fees	as accrued	Music License	\$150
Blu-ray Authoring	\$50/hr	Music Search	\$75/hr
Blu-ray/DVD Duplication	\$25	Overtime	1.5 x hourly rate
Blu-ray/DVD Master	\$50	Per Diem	\$60
Camera Package	\$850 per day	Photography	\$950 per day
Cancelation Charge	\$500	Pre-production	\$95/hr
Closed Captioning	First minute – \$250 Additional Minutes - \$150	Producer	\$950 per day

Product/Service Name	Rate	Product/Service Name	Rate
Color Grading	\$150/hr	Production Assistant	\$350 per day
Creative Editorial	\$150/hr	Production Insurance	\$300 per day
Creative Concepting	\$95/hr	Production Kit	\$650 per day
Data DVD	\$25	Prompter	\$650 per day
Deliverables	\$150 per file	Rental Car	as accrued
Digitize/Prep	\$600	Review Files Blanket Cost	\$150 per project
Director	\$850 per day	Revisions	\$150/hr
Director of Photography	\$950 per day	SFX	\$20 each
Drone Videography	\$100/hr	Shipping	as accrued
DVD Authoring	\$50/hr	Stock Footage	as accrued
Finishing	\$150/hr	Studio Rental	\$750 per day
Fonts	as accrued	Taxi	as accrued
Gaffer	\$600 per day	Traffic	\$75 per spot
Graphic Design	\$100/hr	Transcriptions	\$3.50 per page
Green Screen	\$350 per day	Travel Days	\$600 per day
Hair/Makeup	\$600 per day	VO Record	\$150/hr
Hard Drive	\$250	VO talent	as accrued
Hotel	as accrued	Writer	\$100/hr