



KANDLER REED KHOURY & MUCHMORE

RETAINER AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January by and between KRKM, LLC, a Michigan Corporation with its principal office located in Lansing, Michigan, First Party, and the Charter Township of Canton located in Canton, Michigan, Second Party, hereinafter sometimes called Canton Twp.

KRKM, LLC REPRESENTATIONS AND WARRANTIES

- 1.1 KRKM, LLC has been duly organized and validly exists in good standing under the laws of the State of Michigan. KRKM, LLC has Corporate Power to enter into and carry out this Agreement.
- 1.2 This Agreement has been duly executed and delivered by its appropriate representative as authorized by its Board of Directors.

NEW CLIENT REPRESENTATIONS AND WARRANTIES

- 2.1 Canton Twp. has been duly organized and validly exists in good standing under the laws of the State of Michigan, and its business affairs and conduct are in accord with the intent and purpose of its existence as described in its charter documents of record. Pat Williams, Township Supervisor, has legal authority to enter into and carry out this Agreement.
- 2.2 This Agreement has been duly authorized by its Officers and is duly authorized by its governing boards.

AGREEMENT

- 3.1 Canton Twp. does hereby retain KRKM, LLC, and KRKM, LLC, does hereby agree to provide professional services for the purposes of:
 - 1) Assist in the development and evaluation of a strategy for the support, opposition, or amendment of pending legislation of interest to Canton Twp.
 - 2) Meeting with key legislators, departmental representatives, policy staff and coalition partners to solicit support for Canton Twp. public policy goals;
 - 3) Working with Canton Twp. representatives to ensure that Canton Twp. grassroots network is notified and prepared to provide testimony (when appropriate) before committees, subcommittees and various state commissions and boards;
 - 5) Preparing legislative monitoring reports and relaying information regarding committee meetings, hearings and floor action; and
 - 6) Representing Canton Twp. interests in meetings with elected officials, members of the executive branch and agency staff.
 - 7) Preparing and filing any and all legal documents and forms required as it relates to Canton Twp. and its requirements for lobbying in the state of Michigan.
 - 8) Review the legislative policy statements adopted by the state or other local government lobbying groups for the purpose of identifying issues which may affect Canton Twp.
- 3.2 It is understood and agreed that KRKM, LLC operations hereunder are those of an independent contractor, and that KRKM, LLC has the authority to control and direct the performance of the details of the services to be rendered and

performed, and it is further agreed that KRKM, LLC officers and employees are not employees of Canton Twp. and that KRKM, LLC is not, except as herein provided, subject to control by Canton Twp.

COMPENSATION

4.1 For and in consideration of such services, Canton Twp. agrees to pay KRKM, LLC, and KRKM, LLC agrees to accept during the term of this contract, the sum of \$36,000 annually to be paid in monthly installments of \$3,000 payable on the first day of each month commencing January 1, 2017.

COSTS AND EXPENSES

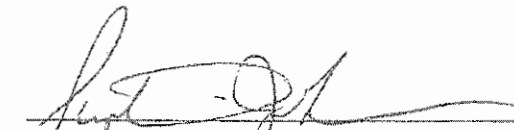
5.1 It is understood and agreed that the compensation recited in paragraph 4.1 includes usual and ordinary costs and expenses. If it develops that KRKM, LLC, shall be exposed to extraordinary costs and expenses, then Canton Twp. shall assume and pay the same providing the nature and circumstances thereof are disclosed to and approved in advance by the Canton Twp. Supervisor.


6.1 The term of this Agreement shall be for the period beginning January 1, 2017, and ending on December 31, 2017, or sooner upon written notice of termination served within 90 days by either party hereto.

NON-ASSIGNABILITY

7.1 This Agreement shall be personal to the parties herof and shall not be transferable or assignable by operation of law or otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the date first above written.


KRKM, LLC
Stephanie Johnson, Partner


Charter Township of Canton
Pat Williams, Supervisor