



March 19, 2018

Ms. Pam VanKeuren, Executive Assistant
to the Board of Commissioners
County of Kent
300 Monroe Ave. NW
Grand Rapids, MI 49503

Dear Pam:

This letter will serve as an addendum to our agreement dated January 1, 2008 to extend the expiration date to December 31, 2018. The fee will remain at \$3,675.00 per month. Please indicate your acceptance below and return one copy for our files.

Thank you and we look forward to a successful year.

Sincerely,

A handwritten signature in cursive script that reads 'Rebecca L. Bechler'.

Rebecca L. Bechler

jc

Accepted by: Pam VanKeuren

Date

AGREEMENT FOR LOBBYING SERVICES

This Agreement is made and entered into by and between the County of Kent, 300 Monroe Avenue NW, Grand Rapids, Michigan 49503, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as County) and Public Affairs Associates Inc., 600 West Shiawassee Street, Lansing, Michigan 48933 (hereinafter referred to as PAA).

Section 1: Recitals

1. County requires comprehensive professional services to accomplish its lobbying objectives, and is desirous of entering into an agreement with PAA for its overall lobbying experience, client conflict resolution, legislation bill-process capability, both sides of aisle relationships, communication capability and skills, and professionalism.
2. PAA is staffed with personnel knowledgeable and experienced in the type of services required by County.
3. County is a governmental entity governed by the Board of Commissioners who have authorized the entering and execution of this Agreement.
4. County and PAA agree as follows.

Section 2: Description of Work

1. PAA shall provide County with comprehensive lobbying services. Such services shall include, but not be limited to, the following:
 - a. Under the direction of the Board of Commissioners and the County Administrator/Controller, represent County before the State Legislature and Governor.
 - b. Meet with the Board's Legislative and Human Resources Committee on a monthly basis, or as necessary, to report on legislative concerns.
 - c. Meet at least seven (7) times annually with County's department directors to report on legislative issues.
 - d. Submit to County a weekly email report on pertinent legislative matters.
 - e. Submit to County a biweekly email report on proposed legislation that may have a direct or indirect impact on County.
 - f. Submit to County an annual written report outlining activities performed on behalf of County.
 - g. Assist County in preparing its annual lobbying report to the State.
 - h. Coordinate a minimum of two (2) annual meetings with County and area legislators.
 - i. Under the direction of the Board of Commissioners and the County Administrator/Controller, provide such other lobbying services as are deemed necessary and appropriate

2. County shall provide PAA with all information and data necessary for PAA to timely perform the services required in accordance with this Agreement.
3. All reports, requests for information, and other communication from PAA to County made in accordance with this Agreement shall be directed to County Administrator/Controller Daryl Delabbio. PAA shall not seek information from or report to any other County employee, officer or official without the prior approval of the County Administrator/Controller.

Section 3: Payment

1. County shall pay PAA Three Thousand Six Hundred and Seventy Five Dollars (\$3,675.00) per month for services provided in accordance with this Agreement.
2. PAA shall submit invoices to County, with receipts where appropriate, for time, expenses, and other allowable costs, as of the first day of each month for PAA's work during the previous month. Each invoice shall contain the following details: name and hourly rate for each employee engaged in the work during the period, description of the work, dates and hours the employee performed work, and amounts due PAA.
3. County shall pay each invoice within thirty (30) days of receipt.

Section 4: Availability of Funds

1. Each payment obligation of County is conditioned upon the availability of government funds appropriated or allocated for payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Agreement at the end of the period for which funds are available. County shall notify PAA at the earliest possible time of the services that will or may be affected by the shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any further payments due or for any damages as a result of termination under this section.

Section 5: Term

1. Except as otherwise provided, this Agreement shall remain in full force and effect for a period of three (3) years beginning on January 1, 2008 and terminating on December 31, 2010.
2. This Agreement may be extended for an additional period of time upon the written agreement of both parties.
3. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party.

3. Should a party commit any breach or default under this Agreement, and should such breach or default not be corrected within ten (10) days after receipt by the party of written notice from the non-breaching party specifying the breach or default, this Agreement may be terminated without further notice by the non-breaching party.

Section 6: Return of Materials

1. Upon termination of this Agreement for any reason whatsoever, any and all written or graphic materials provided to PAA by County, in whatever form and embodied within whatever medium, and any other documents prepared by PAA comprising any County proprietary information or work product, shall be returned to County within five (5) days of the date of termination of this Agreement. This Section shall not apply to any data that is already in PAA's possession or known to it, or is rightfully obtained by PAA from third parties.

Section 7: Relationship of Parties

1. The parties agree that PAA is an independent contractor for the purposes of this Agreement. County is interested only in the results to be achieved by PAA. PAA shall generally perform the work in accordance with currently accepted methods and procedures for comprehensive lobbying services.
2. PAA shall not be considered an agent or employee of County for any purpose, and neither PAA nor its employees are entitled to any of the benefits that County provides for its employees. PAA shall not be subject to or covered by any of County's employee handbooks, collective bargaining agreements, or other personnel policies.
3. County shall not be responsible for covering PAA under any workers' compensation insurance or unemployment compensation insurance plans. PAA represents and warrants that it (a) is covered by a workers' compensation insurance policy procured and paid for by it; or (b) has a valid Notice of Exclusion on file with the Michigan Bureau of Workers' Disability Compensation; or (c) is a "sole proprietor" within the meaning of the Michigan Workers' Disability Compensation Act and has no employees. PAA shall notify County immediately if the status of said coverage, notice or sole proprietorship changes.
4. PAA shall identify itself as an independent contractor and shall not hold itself out as an employee or agent of County. PAA shall have no authority or right to obligate County in any way whatsoever.
5. County does not agree to use PAA exclusively, and the parties agree that they are free to enter into contracts for similar or other services with other individuals or entities during the course of this Agreement.

Section 8: PAA's Personnel

1. PAA assumes responsibility for its personnel, and shall make all deductions required of employers by federal, state and local laws, including deductions for social security and withholding taxes, and contributions for unemployment compensation funds, and shall maintain workers' compensation for each of them.

Section 9: Subcontracts

1. Any subcontractors and outside associates or consultants required by PAA in connection with services covered by this Agreement shall be limited to such individuals or firms as are approved in writing by County. Any substitutions in or additions to such subcontractors, associates or consultants shall be subject to the prior written approval of County. All subcontractors are subject to the provisions of this Agreement and are directly responsible to PAA.

Section 10: Officials Not to Benefit

1. No member of the Kent County Board of Commissioners, nor any other municipal official, except as otherwise provided for in accordance with this Agreement, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

Section 11: PAA's Right to Perform Services

1. PAA represents and warrants that the performance of the services herein and other duties and obligations of PAA as set forth in this Agreement are not in violation of any agreement to which PAA is a party or by which PAA is bound. PAA agrees to indemnify and hold County harmless from and against any liability arising out of any breach or claimed breach of this warranty.

Section 12: Confidentiality

1. All information that is identified as proprietary information and is submitted by County to PAA in connection with services performed by PAA under this Agreement shall be kept confidential by PAA. If such data is publicly available, is already in PAA's possession or known to it, or is rightfully obtained by PAA from third parties, PAA shall bear no responsibility for its disclosure, inadvertent or otherwise.

Section 13: Documentation

1. A complete set of all documentation developed by PAA pursuant to this Agreement shall be made available to County upon request, and shall become the sole property of County. PAA reserves the right to use thereafter any ideas and techniques as may be developed by it during the course of this Agreement.

2. PAA shall maintain books, records, computer records, documents and other evidence directly pertinent to performance of the work under this Agreement in accordance with generally accepted accounting practices. PAA shall also maintain the financial information and data used by it in the preparation or support of any cost submission. County or its duly authorized representatives shall have access, upon reasonable notice, to such books, records, documents and other evidence for the purpose of inspection, audit and copying. PAA shall maintain all records related to this Agreement for a minimum of five (5) years after this Agreement has been terminated.

Section 14: Liability and Indemnification

1. Each party shall indemnify and defend the other party from and against all loss, damage or injury, and reasonable costs and expenses, including attorney fees and costs of any suit related thereto, relating to bodily injury or death of any person, or property damage incurred, with respect to third party causes of action or actions brought by employees of either party against the indemnified party arising out of the negligence or willful misconduct of the indemnifying party associated with its performance hereunder.

Section 15: Governmental Immunity

1. County does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

Section 16: Insurance

1. PAA shall purchase and maintain, at its sole expense and as long as it is providing services to County, the following insurance coverage:

- a. Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include County as an additional insured for work performed by PAA in accordance with this Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
 - \$2,000,000 aggregate for products and completed operations
 - \$1,000,000 personal and advertising injury
- b. Automobile - Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-

owned automobiles. Coverage shall be endorsed to include County as an additional insured for work performed by PAA in accordance with this Agreement.

Minimum Limits:

- No-fault coverages – statutory
 - \$500,000 per person/\$1,000,000 per accident – bodily injury
 - \$500,000 per occurrence – property damage
- or**
- A combined single limit of \$1,000,000 per occurrence

c. Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to County of approval as a self-insurer by the State of Michigan.

- Workers' Compensation – statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease – each employee
- \$500,000 disease – policy limit

Insurance coverage shall cover all claims against County, its officials and employees, arising out of the work performed by PAA or any of its subcontractors under this Agreement. Should any work be subcontracted, it shall be the responsibility of PAA to maintain Independent Contractor's Protective Liability insurance with limits equal to those specified above for Commercial General Liability insurance. In addition, PAA shall provide proof of Workers' Compensation insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to County. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by County at least five (5) days in advance of commencing work under this Agreement. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by County.

County reserves the right to request a complete certified copy of the policies for the above coverages.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto.

Section 17: Compliance with Civil Rights Laws

1. PAA shall not discriminate against any 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, height, weight, marital status, or disability unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this Section by PAA within the State of Michigan shall constitute a material breach of this Agreement, and County shall be entitled to terminate this Agreement. Pursuant to MCLA §423.321 et seq., which prohibits County from entering into contracts with certain employers who engage in unfair labor practices, this Agreement may be terminated if PAA, or one or more of its subcontractors or suppliers, appears in the register compiled in accordance with MCLA §423.322. PAA shall observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, which shall be deemed to include, but not be limited to, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act.

Section 18: Safety

1. PAA shall at all times observe and comply with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect the safety of equipment or material used in accordance with this Agreement, those employed on the work, and the conduct of the work.

Section 19: Notice

1. All notices, demands or other writings permitted or required by the terms of this Agreement shall be deemed to have been fully given, made or sent when made in writing and deposited in the United States Mail, registered and postage prepaid, and addressed to the Contract Administrators as follows:

County: Daryl J. Delabbio
County Administrator/Controller
300 Monroe Avenue NE
Grand Rapids, Michigan 49503

PAA: Tom Hoisington
President
Public Affairs Associates Inc.
600 West Shiawassee Street
Lansing, Michigan 48933

The address to which any notice, demand or other writing may be given or sent to any party may be changed by written notice given to the other party.

Section 20: Entire Agreement

1. This Agreement shall constitute the entire agreement between the parties. Any prior understanding, representation or negotiation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Section 21: Attorney Review

1. The parties represent that they have carefully read this Agreement and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Agreement and sign it as their free act and deed.

Section 22: Modification of Agreement

1. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

Section 23: Partial Invalidity

1. The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.

Section 24: Absence of Waiver

1. The failure of either of the parties to this Agreement to insist on the performance of any of its terms and conditions, or the waiver of any breach of any such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 25: Assignment

1. The rights and obligations of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party. In the event of a proper assignment, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.