

CONSULTING AGREEMENT

This agreement entered into this 7 day of 2016, 2016 by and between the City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, hereinafter called the "City" and Midwest Strategy Group of Michigan, LLC, 101 S. Washington Square, Suite 620, Lansing, Michigan 48933, hereinafter called "Consultant". NOW, THEREFORE, the Consultant and the City for consideration hereinafter named, agree as follows:

Section 1 – Scope of Services/Compensation

The Consultant agrees to provide professional consulting services and advice to the City on matters concerning local and community affairs, public relations, marketing, grant and funding opportunities. The Consultants shall advise the City on all matters relating to the Michigan Congressional Delegation, Federal Executive Administration, state legislature and local government.

In particular, the Consultant shall assist the City of Rochester Hills in developing strategies and projects more specifically described in the City of Rochester Hills Request for Proposals RFP-RH-16-029 and Midwest Strategy Group of Michigan, LLC proposal response dated June 29, 2016.

The initial contract period will be for a period of twelve (12) months beginning December 1, 2016.

In exchange for these services, the City has agreed to pay Consultant a monthly retainer fee of \$4,500.00 beginning on December 1, 2016 for a period of twelve (12) months, to expire November 30, 2017. The City reserves the right to exercise renewal options for this contract in the total not-to-exceed contract term of five (5) years.

In the event that Consultant and/or affiliated corporations travel with officials of the City on business outside the State of Michigan, at the request of the City, the City shall pay pre-approved transportation, lodging and meal expenses for the Consultant representative(s) to Consultant in accordance with the policies of the City as they now may exist or may hereafter be amended. Consultant shall submit to the City's Chief Financial Officer copies of receipts and other documents evidencing the travel, lodging and meals. Consultant shall not charge for expenses incurred for activities within the State of Michigan.

Any change in services to be performed by the Consultant involving extra compensation must be authorized in writing by the City prior for the performance thereof by the Consultant.

Section 2 – Consulting Work

All communications from Consultant will be direct to the Mayor, as executive head of the City of Rochester Hills, or his designated representative.

Consultant shall work with the City of Rochester Hills staff to provide information on the status, progress and needs relating to government projects. Consultant will provide updates and reports as indicated in their response to the City's Request for Proposals. Frequency of reports and updates will be established based upon a mutually agreed upon timeframe between the Consultant and City.

Consultant represents and warrants that each of its employees and contractors who will be assigned to provide services under this Agreement shall have the proper skill, training, integrity and background to be able to perform in a competent and professional manner, observe proper decorum and not cause embarrassment or disrepute to the City.

Section 3 – Invoicing

Consultant shall present an invoice for its month consulting fee no later than thirty (30) days from the end of each calendar month. The City shall pay said invoices within sixty (60) days by check, forty-five (45) days by ACH or twenty (20) days by credit card of receipt of said invoices.

Section 4 – Independent Contractor

The Consultant shall perform duties as an independent contractor and in an independent manner without supervision and control by the City. The Consultant shall not be deemed to be an employee of the City for purposes of payroll deductions, withholding tax, social security, workers' compensation, unemployment compensation, disability benefits, vacations, fringe benefits or any other purpose. In the performance of duties, the Consultant shall supply and operate its own vehicles.

Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

Section 5 – Compliance with All Laws and Regulations

In the provision of the services described herein, the Consultant, an approved subcontractor or anyone acting in its behalf, agrees to comply with all applicable Federal, State and local laws and applicable regulations. In addition, the Consultant shall be licensed and/or certified and professionally designated by the State of Michigan and licenses and/or certifications shall be maintained as active during the term of this agreement.

Section 6 – Taxes

Consultant shall be responsible for and shall pay any and all taxes, assessments, fees, exactions or other liabilities incurred in connection with its activities or the operation of its affairs and those of its employees and contractors, whether sales, property, income taxes or otherwise.

Section 7 – Insurance

The consultant shall not commence work until he has obtained and delivered to the City the certificate of insurance and endorsements required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. The City of Rochester Hills shall be named as certificate holder.

A new certificate of insurance and required endorsements shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined below. Failure of the Consultant to maintain the require insurance shall be grounds for contract cancellation.

1. **Commercial General Liability Insurance:** The Vendor shall procure and maintain during the life of the blanket purchase order/contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
2. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
3. **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers' liability coverage, in accordance with all applicable statutes of the State of Michigan.
4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: *"It is understood and agreed that the following shall be Additional Insureds: The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."*
5. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."
6. **Proof of Insurance Coverage:** The Contractor shall provide the City of Rochester Hills, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

Section 8 - Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all

claims, demands, suits, or loss, including all costs and attorney's fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Section 9 - Conflict of Interest

During the contract period Consultant shall not undertake or engage in representation or consulting services for any person, entity or associate whose interests compete or conflict with those of the City.

The Consultant agrees that in the performance of this Agreement, it shall at all times act in the best interest of the City of Rochester Hills and shall not have a financial interest in or otherwise benefit from any transaction between the City of Rochester Hills and the third party which might adversely affect the Consultant's performance of the services contemplated hereunder, except in the manner and to the extent provided in this Agreement.

Section 10 - Lawful Compliance

Consultant shall be responsible for fulfilling and complying with all laws, registration, filing or other legal requirements in relation to services to be performed under this Agreement on the City's behalf.

Section 11 - Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Venue for any dispute, claim or action relating to this Agreement shall be in Oakland County Circuit Court or 52/3 District Court unless the parties mutually agree to a different venue.

Section 12 - Assignment

The Consultant shall not assign this Agreement or any part thereof without the written consent of the City. The City reserves the right to let other agreements in connection with this work, even if of like character, for work under an agreement.

Section 13 - Termination

The City reserves the right to terminate this agreement without penalty or handling fees upon 30 days' written notice due to poor performance or for any reason deemed to be in its best interest.

The consultant acknowledges that, if this contract extends for several fiscal years, continuation of this contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the City shall have the right to cancel this agreement at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the consultant. The City shall give the consultant written notice of such non-appropriation or

unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

Section 14 - Entire Agreement

This agreement constitutes the entire agreement between the City and the Consultant and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns and third parties claiming under this Agreement or by virtue of Agreement between the City and the Consultant.

This agreement shall be construed in accordance with and governed in all respects by the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned, warranting that each is fully authorized and empowered to do so, hereby execute these presents intending to bind themselves, and their respective principals, agents, assignees and successors thereby, as of the date first written above.

CITY OF ROCHESTER HILLS

By: _____

Bryan K. Barnett, Mayor

Witness: _____

Midwest Strategy Group of Michigan, LLC

By: Nicole Nystrom

Nicole Nystrom, Owner/Managing Partner

Witness: Kath Buler