



COUNTY ADMINISTRATOR
220 NORTH MAIN STREET, P.O. BOX 8645
ANN ARBOR, MICHIGAN 48107-8645
(734) 996-3055
FAX (734) 994-2592

TO: Martha Kern, Chair
Ways & Means Committee

FROM: Robert E. Guenzel
County Administrator

DATE: October 3, 2001

SUBJECT: Professional Services Contract with Governmental Consultant
Services, Inc.

BOARD ACTION REQUESTED:

It is requested that the Board of Commissioners authorize the County Administrator to sign a professional services agreement with Governmental Consultant Services, Inc., (GCSI) in the amount of \$60,000. This contract will be a pilot initiative beginning on November 1, 2001 and will be evaluated one year later.

BACKGROUND:

The Board of Commissioners currently does not have an individual or organization to assist the County in lobbying state legislators and officials on their behalf. Typically Commissioners have performed this function on an individual basis.

DISCUSSION:

GCSI will be providing professional services for the purpose of aiding Washtenaw County in accomplishing its government objectives. GCSI currently represents several local units of government including Macomb County Board of Commissioners, City of Grand Rapids, Canton Township, Brownstown Township, City of Ypsilanti and the City of Detroit. Some of the services that GCSI will provide include access to decision-makers, legislative monitoring, and expertise in lobby and campaign finance laws. In addition to these services, GCSI will design a communication system that will meet the needs of Washtenaw County.

GCSI will report directly to the Chair of the Board or the County Administrator. This is a pilot program with a local connection and will be evaluated at the end of one year and thus the Board of Commissioners are asked to waive the normal Request for Proposal (RFP) process for professional services.

IMPACT ON HUMAN RESOURCES:

No impact on Human Resources.

IMPACT ON BUDGET:

The contract is for \$5,000 per month as a pilot project for the period of November 1, 2001 – October 31, 2002. This funding is available within the proposed 2002-2003 budget.

IMPACT ON INDIRECT COSTS:

No impact on indirect costs.

IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:

GCSI will lobby for many issues that will have a direct impact on many departments throughout the County.

CONFORMITY TO COUNTY POLICIES:

This action conforms with County policy and procedures.

ATTACHMENTS/APPENDICES:

The draft contract is attached.

SERVICE CONTRACT
GOVERNMENTAL CONSULTANT SERVICES, INC.

AGREEMENT is made this _____ day of _____, 2001, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and GOVERNMENTAL CONSULTANT SERVICES, INC. located at 530 West Ionia, Lansing, Michigan 48933 ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will provide professional services to assist the County in accomplishing its governmental objectives. Such services shall include, but not be limited to, access on behalf of the County to State decision makers, legislative monitoring, advice to the County on lobby and campaign finance laws. In addition, Contractor will come to agreement with the County Administrator on an annual workplan.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed five thousand (\$5,000.00) dollars per month for each month of this Contract. The preceding amount shall include ordinary costs and expenses. If Contractor is exposed to extraordinary costs and expenses it shall notify the County of such expenses and obtain the County's written permission before incurring such costs and expenses. Once the County gives its written permission, it shall be responsible to pay for such extraordinary costs and expenses.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Chair of the Board of Commissioners and/or the County Administrator and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the Chair of the Board and/or County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies pertaining to this Contract.

ARTICLE IV - TERM

The parties understand and agree that this Contract is a pilot initiative between the County and Contractor. Accordingly, this contract shall begin on November 1, 2001 and end on October 31, 2001. At the conclusion of this initial contract period, the parties will meet to evaluate the pilot project and determine at that time whether to continue the project.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is an independent contractor and has the authority to control and direct the performance of the details of the services to be provided to the County. It is expressly agreed that Contractor and its employees are not to be considered employees of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Contractor shall indemnify and hold Washtenaw County harmless from and against all actions, liabilities, demands, costs and expenses, including court costs and attorney fees, which may arise due to the Contractor's negligent, grossly negligent or intentional acts or omissions under this Contract.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest, which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XIV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVI - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XVIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XIX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XX - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Peggy M. Haines (DATE)
County Clerk/Register

By: _____
Robert E. Guenzel (DATE)
County Administrator

APPROVED AS TO FORM:

GOVERNMENTAL CONSULTANT
SERVICES INC.

By: _____
Curtis N. Hedger
Office of Corporation Counsel

By: _____
Kirk A. Profit (DATE)

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GOVERNMENTAL CONSULTANT SERVICES INCORPORATED (GCSI), FOR A ONE YEAR PILOT PROJECT, IN THE AMOUNT OF \$60,000.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

OCTOBER 17, 2001

WHEREAS, the Board of Commissioners currently does not have an individual or organization to assist in lobbying their efforts in the state capitol; and

WHEREAS, typically Commissioners have performed this function on an individual basis; and

WHEREAS, GCSI will be providing professional services for the purpose of aiding Washtenaw County in accomplishing its government objectives; and

WHEREAS, GCSI represents local units of government throughout Michigan and will provide access to decision-makers, legislative monitoring, and expertise in lobby and campaign finance laws and will design a communication system that will meet the needs of Washtenaw County; and

WHEREAS, GCSI will report directly to the Chair of the Board or the County Administrator; and

WHEREAS, because there is a local connection and this contract is a pilot and will be reviewed at the end of one year, the Board of Commissioners is asked to waive the normal Request for Proposal (RFP) process for professional services; and

WHEREAS, the contract is for \$5,000 per month for the period of November 1, 2001 – October 31, 2002 and the funding is available within the proposed 2002-2003 budget; and

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby authorizes the County Administrator to enter into a professional services agreement with Governmental Consultant Services, Inc., (GCSI) in the amount of \$60,000, upon review of Corporation Counsel to be filed with the County Clerk.