

COUNTY ADMINISTRATOR

220 NORTH MAIN STREET, P.O. BOX 8645 ANN ARBOR, MICHIGAN 48107-8645 (734) 222-6850 FAX (734) 222-6715

TO: Barbara Bergman

Chair, Ways & Means Committee

FROM: Robert E. Guenzel

County Administrator

DATE: September 5, 2007

SUBJECT: Contract with Governmental Consultant Services, Inc. (GCSI)

BOARD ACTION REQUESTED:

It is requested that the Board of Commissioners authorize the County Administrator to sign a contract with Governmental Consultant Services, Inc., (GCSI) in the amount of \$60,000 per year. The contract period begins on November 1, 2007 and ends on October 31, 2009.

BACKGROUND:

The Washtenaw County Board of Commissioners has contracted with GCSI since November 2001 to represent Washtenaw County Interests at the State Capital. GCSI, represented by Kirk Profit, has assisted the County in advocating for local interests with state legislators and officials on the County's behalf.

DISCUSSION:

GCSI representation has proven to help meet the Board's goals both fiscally and strategically. With the current fiscal constraints at both the federal and State level, GCSI's representation has been critical in the following issues:

- Revenue Sharing
- Convention Facility Fund
- Foster Care Privatization
- Community Health Budget
- Corrections
- Transportation
- Eastern Washtenaw County Initiative
- Business Accelerators
- Cultural Arts
- Telephone Surcharges
- Public Sector Collective Bargaining
- Video Franchising

- Countywide Wireless Access
- Election Reform
- "Pop-Up" Tax
- · Healthcare Bonding
- Juvenile Justice Facility Fees
- Committee Assignments
- County Road Commissions
- US-23 Corridor Transportation Concerns
- Community Faith-Based Partnership Agreement
- Private Onsite Wastewater Treatment Systems
- Regional Cooperative Incentives

IMPACT ON HUMAN RESOURCES:

No impact on Human Resources.

IMPACT ON BUDGET:

The contract is for \$5,000 per month for the period of the contract: November 1, 2007 through October 31, 2009. The annual amount of \$60,000 is included in the Board of Commissioners' 2008-2009 operating budget.

IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:

GCSI has lobbied for a myriad of issues that have had a positive direct impact on County departments. This positive impact is anticipated to continue through the next contractual period.

CONFORMITY TO COUNTY POLICIES:

This action conforms with County policy and procedures.

ATTACHMENTS/APPENDICES:

The draft contract is attached.

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN THE CONTRACT WITH GOVERNMENTAL CONSULTANT SERVICES INCORPORATED (GCSI), IN THE AMOUNT OF \$60,000 PER YEAR FOR THE PERIOD NOVEMBER 1, 2007 THROUGH OCTOBER 31, 2009

WASHTENAW COUNTY BOARD OF COMMISSIONERS

September 5, 2007

WHEREAS, Governmental Consulting Services, INC (GCSI) has represented the County's interest successfully at the State Capital for the past six years;

WHEREAS, State and federal fiscal constraints have made representation of County interests increasingly important; and

WHEREAS, the County has benefited both fiscally and strategically from GCSI's representation; and

WHEREAS, contracting with GCSI will allow Washtenaw County to continue to advocate for local interests; and

WHEREAS, the annual cost of \$60,000 has been budgeted in the Board of Commissioners' 2008-09 budget; and

WHEREAS, this matter has been reviewed by Corporation Counsel, the Finance Department, the Administrator's Office, and the Ways & Means Committee;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby authorizes the Administrator to sign the contract with Governmental Consulting Services Inc. for the period November 1, 2007 through October 31, 2009 in the amount of \$60,000 per year, as on file with the County Clerk.

SERVICE CONTRACT GOVERNMENTAL CONSULTANT SERVICES, INC.

AGREEMENT is made this	day of	, 2007, by the)
COUNTY OF WASHTENAW, a	municipal corp	oration, with offices locate	ed in the
County Administration Building,	220 North Main	n Street, Ann Arbor, Michi	gan
48107("County") and GOVERNI	MENTAL CONS	SULTANT SERVICES, IN	C. located at
530 West Ionia, Lansing, Michig	jan 48933 ("Coi	ntractor").	

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, and advice to the County on lobbying and campaign finance laws. In addition, Contractor will bring periodic reports to the Board of Commissioners as requested.

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

This contract shall begin on November 1, 2007 and end on October 31, 2009.

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 non-owned 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 - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.19 per hour with benefits or \$11.95 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2008 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - 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 XIV - 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 XV - 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 XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving sixty (60) days written notice to the other party.

ARTICLE XVII - 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 XVIII - PRACTICE AND ETHICS

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

ARTICLE XIX - 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 XX - 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.

ATTESTED TO: WASHTENAW COUNTY

ARTICLE XXI - EXTENT OF CONTRACT

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

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By:		By:					
Lawrence Kestenbaum (DA County Clerk/Register	ATE)	, <u>—</u>	Robert E. Guenzel (DATE) County Administrator				
APPROVED AS TO FORM:							
By:		By:					
Curtis N. Hedger (DA Office of Corporation Counsel							
GOVERNMENTAL CONSULTA	ANT SER	VICES	INC.				
By:							
Patrick L. Laughlin (DA	TE)						
Managing Partner							