

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 3 day of June, 2021, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), with offices at 304 E. Grand River Ave., Suite 201, Howell, MI 48843, and **PUBLIC SECTOR CONSULTANTS**, with offices at 230 N. Washington Sq., Suite 300, Lansing, MI 48933 (hereinafter referred to as the "Consultant").

RECITALS:

WHEREAS, H.R. 1319 of the 117th Congress, also known as the American Rescue Plan Act of 2021, became law on March 11, 2021; and

WHEREAS, Title IX, *Subtitle M – Coronavirus State and Local Fiscal Recovery Funds* of the American Rescue Plan provides funding to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19); and

WHEREAS, eligible uses of the American Rescue Plan funds include:

(A) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(B) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency;

(D) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the County is projected to receive American Rescue Plan (ARP) funds in two separate tranches, the First Tranche Amount to be received within 60 days of bill enactment and the Second Tranche Amount not earlier than 12 months after the first tranche payment is received; and

WHEREAS, the County Board of Commissioners desires to utilize the ARP Funds to swiftly and effectively provide aid to those County residents and businesses most affected by the COVID-19 pandemic; and

WHEREAS, the County requires professional services to assist in accessing and guiding appropriate uses of the ARP Funds (hereafter, "the Project"); and

WHEREAS, Livingston County will work with the Michigan Association of Counties CoPro+ Program to market and extend the contracted services to other government municipalities throughout the State of Michigan, which will enable public municipalities to "piggyback" and purchase Covid-19 Relief Consulting Services under this Agreement; and

WHEREAS, the Consultant has experience in the type of professional services required for the Project, and agrees to provide such services subject to the terms and conditions of this Agreement.

WHEREAS, the County accepts the Consultant's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

I. AGREEMENT PERIOD; TERMINATION. This Agreement shall commence upon the execution by both parties, and shall continue for a period of one year, at which time this Agreement shall terminate, unless extended by the County as authorized in this section.

It is expressly understood and agreed by the parties hereto that the County shall have the option to extend the term of this Agreement based on annual performance reviews for up to two (2) additional one (1) year terms, for a total contract period not to exceed three (3) years. This option may be exercised by the County's delivery prior to the end of the initial or renewal term of written notice to the Consultant of its intention to extend the term of the Agreement. If such notice is not given, this Agreement shall terminate at the end of the then-current term.

II. SERVICES TO BE PROVIDED BY THE CONSULTANT. The Consultant shall provide the County with consultation and related services as it may require for the Project, on an as-needed basis as requested by the County. The services to be provided by the Consultant are more fully set forth in the RFQ Scope of Work Section 1.0 and Attachment A – Pricing Proposal, attached as Exhibit A and incorporated by reference. The Consultant shall ensure that all funds are used in compliance with the ARP Program, and that the County is properly credited as the entity designating the ARP funds for distribution by the Consultant.

III. STATEWIDE COOPERATIVE CONTRACT. The Consultant shall cooperate with the Michigan Association of Counties CoPro+ Program, and other governmental entities, to market and extend this Agreement to other municipalities throughout the State of Michigan, enabling other municipalities to purchase the Consultant's services from this competitively awarded Agreement. All pricing submitted to Livingston County and its participating entities shall include a 2.0% remittance fee to be remitted to CoPro+ by the Consultant on a quarterly basis. Administrative fees will be paid against the actual sales volume for each quarter. It is the Consultant's responsibility to keep all pricing up to date and on file with Livingston County/CoPro+. All price changes shall be presented to Livingston County for acceptance, using the same format as was accepted in the original contract.

IV. COMPENSATION. The Consultant shall be compensated for the services provided under this Agreement in accordance with the Pricing Proposal, attached as Exhibit A.

The Consultant shall submit detailed invoices on a monthly basis to the County services performed under this Agreement. Each bill shall be issued no later than the 5th day of each month, and set forth the products and services provided, the date provided, the charge therefore, and the total sum due and owing. Invoices shall be submitted via email to Krista Belcher at kelcher@livgov.com or other address as the County may require upon notice to the Consultant. The County shall pay the invoices received from the Consultant, in accordance with the County's procedure for payment of Accounts Payable.

V. REPORTS. The Consultant shall prepare and submit monthly reports to the County on the activities performed and expenses incurred by the Consultant under this Contract, containing such information as requested by the County's Board of Commissioners or Administrator, or their designated representatives, and additional reports within ten (10) business days after the Consultant's receipt of written notice setting forth such request. If any report is not completed to the satisfaction of the requesting party, the requesting party shall return the same to the Contractor, setting forth additional information

desired. The Consultant shall resubmit the same with the appropriate changes no later than five (5) business days subsequent to its return.

VI. RECORDS. The Consultant shall keep and maintain adequate records and files, including source documentation, covering the services rendered and expenses incurred pursuant to this Agreement for seven (7) years from either the date of termination of this Agreement or the date of submission of the final report, whichever is later.

VII. FORMS TO BE USED BY CONSULTANT. In the event the County furnishes forms for any of the reports or records required under this Agreement, such forms shall be used by the Consultant.

VIII. ACCOUNTING PROCEDURES. The Consultant's accounting procedures and internal financial controls shall conform with generally accepted accounting practices and as prescribed by the County. The Consultant shall maintain adequate fiscal records and files, including source documentation to support its activities and expenditures made under the terms of this Agreement.

IX. TITLE TO RECORDS AND DOCUMENTS PERTAINING TO ACTIVITIES PERFORMED UNDER THE AGREEMENT. The County shall have the sole and exclusive right, title and ownership to any and all records, documents, papers, reports, charts, maps, graphics, or manuscripts prepared for or pertaining to the services to be performed under this Agreement. Upon completion or termination of this Agreement, all such materials shall be turned over to the County by the Consultant. The Consultant may retain reproducible copies of all such materials, but may not obtain any copyright, title or interest therein. The Consultant shall have a royalty free, non-exclusive and irrevocable license to reproduce, distribute, and use all such materials.

X. COMPLIANCE WITH THE LAW. In providing the performing the services to be conducted under this Agreement, the Consultant and all its employees and subcontractors shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations, including but not limited to meeting all applicable licensing requirements.

XI. NONDISCRIMINATION. The Consultant and all its subcontractors shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination in regard to employees and applicants for employment which include, but is not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq.), as amended, and regulations promulgated thereunder.

The Consultant and its subcontractors, as required by law, shall not discriminate against an 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Breach of this section shall be regarded as a material breach of this Agreement.

XII. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Consultant is an independent contractor. The County is interested only in the result to be achieved by the work to be performed by the Consultant under this Agreement, the conduct and control of the work

shall rest solely with the Consultant. The Consultant, its subcontractors, and any employees of the Consultant or a subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Consultant shall be responsible for paying any vendors providing supplies which the Consultant utilizes in the performance of services under this Agreement. The Consultant shall also be responsible for paying any compensation due any persons in its employ or subcontractors for work performed under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

XIII. INDEMNIFICATION AND HOLD HARMLESS. The Consultant shall, at its own expense, protect, defend, indemnify, save and hold harmless the County, its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Consultant or any of the Consultant's employees, servants, agents, or subcontractors that may arise out of this Agreement.

The Consultant shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this Agreement.

The Consultant's indemnification responsibilities under this section shall include the sum of damages, costs, and expenses which are in excess of the sum of damages, costs, and expenses which are paid on behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Consultant pursuant to the requirements of this Agreement.

XIV. INSURANCE. The Consultant shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- B. Professional Liability Insurance: on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. 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, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.
- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, 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 used by Consultant while on County grounds or on County business.
- D. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": Livingston County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers

thereof. It is understood and agreed by naming Livingston County as additional insured, coverage afforded is considered to be primary and any other insurance Livingston County may have in effect shall be considered secondary and/or excess.

- E. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Livingston County, Attn: Fiscal Services Department, 304 E. Grand River Ave., Suite 204, Howell, MI 48843."
- F. Proof of Insurance - The Consultant shall provide to Livingston County at the time the contracts are returned by it 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 shall be provided If so requested, certified copies of all policies will be furnished.
- G. If any of the above coverages expire during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the Livingston County at least ten (10) days prior to the expiration date.

XV. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

XVI. IRAN-LINKED BUSINESS. The Consultant has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Consultant, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Consultant shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

XVII. AMENDMENTS. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Consultant.

XVIII. SUBCONTRACTING AND ASSIGNMENT. The Consultant shall not subcontract or assign its duties and/or obligations under this Agreement without the prior written consent of the County. The Consultant shall identify any and all contractors and subcontractors it intends to use in the performance of this Agreement. All such persons shall be subject to the prior approval of the County.

XIX. CONTRACTING WITH OTHERS. It is expressly understood and agreed that both the County and the Consultant are free to contract at any time with others to perform services similar to those to be provided under this Agreement.

XX. NON-BENEFICIARY CONTRACT. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties to this Agreement.

XXI. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the County, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

XXII. DISREGARDING TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XXIII. COMPLETE AGREEMENT. This Agreement and the attached Exhibit contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XXIV. INVALID/UNENFORCEABLE PROVISIONS. If any provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that provision shall be null and void, and shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid/unenforceable provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

XXV. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INSTRUMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

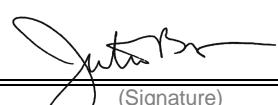
BY:


WESLEY J. NAKAGIRI - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Dated: 6/3/2021

PUBLIC SECTOR CONSULTANTS

BY:


(Signature)
Name: Julie Bennett
(Print or Type)
Title: CEO
(Print or Type)

Dated: June 3, 2021

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: TIMOTHY M. PERRONE - 5/24/2021

EXHIBIT A

RFQ Scope of Work Section 1.0 and Attachment A – Pricing Proposal



Section 1.0: Scope of Work

1.1 Background

The federal government has passed legislation designed to support the response and recovery related to the COVID-19 pandemic. This funding is available to state and local governments for emergency response, health care, nutrition, unemployment, education, small business assistance, fiscal stabilization, and other citizen services. The Contractor will assist Livingston County, and participating CoPro+ entities, in accessing and guiding appropriate uses of such funding, helping to ensure the successful execution and implementation of the funds, in compliance with the law, and in a transparent and accountable manner. The Contractor(s) will also help identify primary compliance and reporting requirements associated with the new funds and provide standard template reporting forms for counties to utilize.

1.2 Scope

The Contractor(s) will provide Livingston County and other participating entities with supplemental project, management or leadership capacity until such time as most of the available funds have been successfully accessed. The Contractor(s) will deploy a team of one or more professionals to the County, and any requesting entity, that will be familiar with government operations and related budgeting processes. The number of staff required will vary with each requesting entity, and will depend on the individual needs of each entity.

The Contractor(s) will work at the direction of the County's designated lead to help the County determine proper use and distribution of the funds to intended beneficiaries, recordkeeping, compliance for SEFA, and dashboard-like reporting to governing boards and other community stakeholders. The County and participating entities will have access to the full range of the Contractor's knowledge and tools and will be updated daily on what the Contractor learns from its federal expert sources and from experiences/insight from similar projects in other states.

Prior to closing the contract, the Contractor will provide a roadmap and recommendations for continued use of tracking and reporting tools, and any other knowledge transfer to key County personnel to successfully complete in progress tasks/outcomes.

1.3 Tasks

Awarded Contractor(s) must provide the staff, deliverables, and incidentals as needed to perform the services requested by the County and other participating entities for financial accounting, oversight monitoring, and/or auditing services as required for each individual project. Services may include, but are not limited to, the following:

1. Inventory funding opportunities along with requirements for obtaining, utilizing, and accounting
2. Assist in administering Federal and State grant monies
3. Track and manage progress (applications made, receipts, distributions, etc.)
4. Provide project reports
5. Project auditing
6. Project budgeting
7. Financial forecasting
8. Recommend internal controls
9. Schedule and conduct/assist in meetings
10. Other activities as deemed beneficial for the outcomes, and as mutually agreed to by the County/participating entities and the Contractor(s)

1.4 Work Hours

The Contractor(s) may work remotely during the initial phase of the contract period. Upon the County's/participating entity's return to physical work locations, the Contractor(s) may be requested to work at on-site facilities periodically as agreed upon between the County/participating entity and the Contractor Representative.

1.5 Purchase Orders and Payment

Requests for services will be initiated by participating entities as specific needs arise. Participating entities will

issue individual Purchase Orders/Task Orders or written agreement with change orders, and Contractor(s) will respond directly to the requesting entity within the timeframe specific in the individual Purchase Order/Task Order.

1.6 Statewide Cooperative Contract

Livingston County is working with the Michigan Association of Counties CoPro+ Program to market and extend the resulting contract(s) to other government municipalities throughout Michigan. The contract(s) enable public municipalities to “piggyback” and purchase Covid-19 Relief Consulting Services on an “as needed” basis through this competitive process.

All pricing submitted to Livingston County and its participating entities shall include 2.0% remittance fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor’s responsibility to keep all pricing up to date and on file with Livingston County/CoPro+.

ATTACHMENT A

Fee Proposal

PSC's schedule of hourly rates as required by Attachment A in the request for qualifications is provided below. PSC brings an appropriate mix of staff to every project to maximize efficiency and remain cost effective, including aligning tasks with appropriate skills and experience. These rates are for a three-year period and include all overhead and incidental costs.

RATE SHEET

Job Title/Responsibilities	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
Vice president: Provide strategic advisement and project guidance through strategy development, identification and assessment of funding opportunities, and review of grant submissions and compliance requirements.	\$265	\$270	\$275
Senior consultant: Undertake funding research, draft funding applications, create reporting forms, and ensure compliance requirements are met.	\$170	\$175	\$175
Consultant: Assist with funding research and document preparation and assist vice presidents and senior consultants with project execution.	\$115	\$115	\$120
Research associate: Assist with funding research and document preparation and assist vice presidents and senior consultants with project execution.	\$100	\$100	\$105
Production staff: Includes editors, formatters, and designers who will review grant submissions and other documents as needed.	\$110	\$110	\$115
Executive assistants: Coordinate and provide meeting support, as well as document compilation if needed.	\$115	\$115	\$120
Mileage (if necessary)	Prevailing IRS rate		