

RETAINER AGREEMENT

THIS AGREEMENT has been made and entered into this 1st day of June, 2021, by and between Governmental Consultant Services, Inc., a Michigan Corporation with its principal office located at 120 North Washington Square, Suite 110, Lansing, Michigan 48933, First Party, hereinafter referred to as GCSI, and the Charter Township of Pittsfield, a Michigan Municipal Corporation, Second Party, hereinafter sometimes called PITTSFIELD TOWNSHIP.

GCSI'S REPRESENTATIONS AND WARRANTIES

1.1 GCSI has been duly organized and validly exists in good standing under the laws of the State of Michigan. GCSI has Corporate Power to enter into and carry out this Agreement.

1.2 This Agreement has been duly executed and delivered by its appropriate Corporate Officers and is duly authorized by its Board of Directors.

PITTSFIELD TOWNSHIP'S REPRESENTATIONS AND WARRANTIES

2.1 PITTSFIELD TOWNSHIP has been duly organized and validly exists in good standing under the laws of the State of Michigan and its business affairs and conduct are in accord with the intent and purpose of its existence as described in its charter documents of record. PITTSFIELD TOWNSHIP has Corporate Power to enter into and carry out this Agreement.

2.2 This Agreement has been duly executed and delivered by its Officers and is duly authorized by its Board of Trustees.

AGREEMENT

3.1 PITTSFIELD TOWNSHIP does hereby retain GCSI and GCSI does hereby agree to provide professional services for the purpose of aiding PITTSFIELD TOWNSHIP in accomplishing its charter objectives, and GCSI agrees to the best of its ability to assist PITTSFIELD TOWNSHIP in accomplishing such objectives.

3.2 It is understood and agreed that GCSI's operations hereunder are those of an independent contractor, and that GCSI has the authority to control and direct the performance of the details of the services to be rendered and performed and it is further agreed that GCSI's officers and employees are not employees of PITTSFIELD TOWNSHIP and that GCSI is not, except as herein provided, subject to control by PITTSFIELD TOWNSHIP.

COMPENSATION

4.1 For and in consideration for such services PITTSFIELD TOWNSHIP agrees to pay GCSI and GCSI agrees to accept during the term of this Agreement the total amount of seventy-five thousand six hundred dollars (\$75,600) in twenty-four (24) equal installments of three thousand one hundred fifty dollars (\$3,150) each commencing June 1, 2021 for professional services.

4.2 In accordance with PITTSFIELD TOWNSHIP's Living Wage Ordinance, GCSI shall pay any of its employees performing work on this contract a living wage as established by the Washtenaw County Board of Commissioners.

COSTS AND EXPENSES

5.1 It is understood and agreed that the compensation recited in Paragraph 4.1 includes usual and ordinary costs and expenses. If it develops that GCSI shall be exposed to extraordinary costs and expenses, then in that event, PITTSFIELD TOWNSHIP shall assume and pay these costs providing the nature and circumstances thereof are disclosed to and approved by PITTSFIELD TOWNSHIP prior to the time the same are incurred.

TERM

6.1 The term of this Agreement is 24 months.

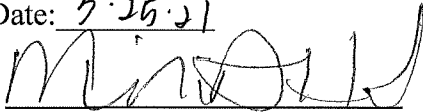
NON-ASSIGNABILITY

7.1 This Agreement shall be personal to the parties hereof and shall not be transferable or assignable by operation of law or otherwise.

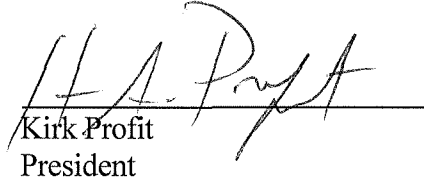
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

GOVERNMENTAL CONSULTANT SERVICES, INCORPORATED

Date: 3.25.21



Michael Hawks
CEO



Kirk Profit
President

PITTSFIELD TOWNSHIP

Date: _____

Mandy Grewal
Supervisor

Michelle Anzaldi
Clerk