

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN THE COUNTY OF MUSKEGON
AND SIGNATURE ASSOCIATES**

This Agreement (hereinafter referred to as "Agreement") is made by and between the County of Muskegon, a political subdivision of the State of Michigan, hereinafter referred to as "County", having its principal place of business at 990 Terrace Street, Muskegon, Michigan 49442, and Signature Associates having its principal place of business at 1675 E. Mt. Garfield Road, Suite 175, Muskegon, Michigan 49444, hereinafter referred to as "Contractor", herein collectively referred to from time-to-time as "Parties", wherein Contractor agrees to provide and County agrees to accept the services specified herein.

GENERAL PURPOSE

It is the general purpose of this Agreement for the Contractor to provide real estate brokerage services related to the sale and leasing of County property or the purchase of property by the County or other real estate services as needed, whenever the County elects to use the services of a real estate agent/broker.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. DESIGNATED REPRESENTATIVE. Bonnie B. Hammersley at phone number 231-724-6520 is the representative of County and will administer this Agreement for and on behalf of County. Jim Olsen at phone number 231-799-9900 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice of consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To County: Ms. Bonnie B. Hammersley, Administrator
County of Muskegon
990 Terrace Street
Muskegon, MI 49442

To Contractor: Mr. Jim Olsen, Associate Broker
Signature Associates
1675 E. Mt. Garfield Road, Suite 175
Muskegon, MI 49444

or at such other address or to such other person that the parties may from time-to-time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the United States mail.

3. SCOPE OF SERVICE. Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. TERM. Contractor shall commence performance upon execution of this Agreement and this Agreement shall expire on September 30, 2012, or the termination date of any agreement executed pursuant to this Agreement, whichever is later.

5. PAYMENT TERMS. The Parties agree that the compensation to be paid to Contractor shall be based upon a commission. The amount of the commission shall be based upon the nature of the transaction. The commission for a successful sale is provided for in Exhibit A, paragraph B. The Parties also recognize that the Contractor may be retained to assist the County in the purchase or lease of property. In that event, the compensation shall also be based upon a commission, at a different rate, as provided for in Exhibit A, paragraph D. The Contractor may also be retained for real estate services outside of the purchase, lease, or sale of real estate. In that event, the Contractor will be paid based on an hourly rate as provided for in Exhibit A, Paragraph E, "Other services."

6. INDEPENDENT CONTRACTOR. Contractor shall perform all of its services under this Agreement as an independent contractor and not as an employee of the County. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers compensation and protection of tenure.

7. STANDARD OF PERFORMANCE. Contractor represents that contractor has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Contractor shall perform all services under this Agreement in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. TAXES. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County promptly for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without

limitation the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and worker's compensation insurance.

9. CONFLICT OF INTEREST. Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by contractor.

10. RESPONSIBILITIES OF COUNTY. County shall provide all information reasonably necessary to the Contractor in performing the services provided herein.

11. OWNERSHIP OF DOCUMENTS. This Agreement is a written instrument, signed by County and the Contractor, for purposes of the Copyright Act of the United States and the copyright laws of any other country. County and Contractor agree that the copyright for any and all works of authorship, prepared under this Agreement, as a result of this Agreement, or in the course of performance of this Agreement, in any medium of expression, shall belong exclusively to County. County shall, for purposes of 17 U.S.C. § 201(a) and the copyright laws of any other country, be deemed the sole and exclusive author of any and all such works. If and to the extent necessary, any and all such works shall be deemed works made for hire, prepared for County and belonging exclusively to it. If necessary to secure County's exclusive ownership of any or all such copyrights, Contractor shall perform all actions and execute all documents required to transfer any and all such rights exclusively to County, including each and all of the exclusive rights identified in Section 106 of the Copyright Act.

Ownership of a copyright, or of any of the exclusive rights under a copyright, is distinct from ownership of any material object in which the work is embodied. 17 U.S.C. § 202. Accordingly, County shall be the exclusive owner (both of the copyright and of every embodiment) of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production. Contractor shall not release any such works, items, or embodiments thereof, to any third party, except with the prior written approval of County.

All items, works, or embodiments thereof, produced in whole or in part under this Agreement shall, if subject to the copyright laws of the United States or of any other country, belong (both the copyright and all embodiments of the work or item) exclusively to County. County shall have the unrestricted authority to publish, disclose, distribute, otherwise use in whole or in part, or to prepare derivative works based on, any reports, data, documents or other works or materials prepared under this Agreement.

12. RECORDS, AUDIT AND REVIEW. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice.

13. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury or death of any person, or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but it not limited to, claims alleging or involving the negligence of Contractor, its subcontractors, or the joint negligence of Contractor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

14. SUBCONTRACTOR REQUIREMENTS. Contractor agrees to contractually obligate its subcontractors to indemnify the County in precise conformance to the terms of Contractor's obligation to indemnify the County pursuant to this Agreement.

The Contractor further agrees to contractually obligate its subcontractors to provide insurance with the insurance coverages and limits of liability required to be provided by the Contractor pursuant to the terms and conditions of this Agreement.

15. INSURANCE. Contractor is required to provide proof of the minimum levels of insurance coverage as indicated by the attached Exhibit B. The purpose of this coverage shall be to protect the County from claims which may arise out of or result from the Contractor's performance of services under the terms of this Agreement, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The insurance shall be written for not less than the minimum coverage specified in Exhibit B or as required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the County. BEFORE THE AGREEMENT IS SIGNED BY BOTH PARTIES, THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE COUNTY AN ORIGINAL CERTIFICATE OF INSURANCE VERIFYING LIABILITY COVERAGE. THAT COVERAGE MUST NAME THE COUNTY OF MUSKEGON AS AN ADDITIONAL

INSURED. All such certificates shall contain a provision indicating that coverage for it under the policy WILL NOT BE CANCELLED, MATERIALLY CHANGED OR NOT RENEWED without THIRTY (30) DAYS prior written notice except for ten (10) days for nonpayment of premium having been given to the County.

If a motor vehicle is used to provide services or products under this Agreement, the Contractor must have vehicle liability insurance on any automobile including owned, hired, and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The foregoing policies shall be evidenced by a certificate of insurance acceptable to the County. Such certificate shall be issued by an insurance carrier with an A.M. Best rating of "A-" or better and delivered to the County prior to the performance of any services hereunder. Such insurance certificate shall provide that the coverages evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the County. Additional certificates, evidencing renewal of such policies during the time period they are required to be kept in effect, shall be delivered to the County no less than thirty (30) days prior to the expiration of the term of any required coverage.

Upon the request of the County, the Contractor shall deliver to the County copies of all policies listed in the foregoing paragraphs once a year, upon renewal, or upon procurement in the case of new or additional coverage, whichever occurs first. Claims-made policies shall not be acceptable to the County for any of the insurance coverages required herein, except for Professional Liability. Claims-made Professional Liability insurance coverage shall be kept in force for a period of six (6) years after the date of final completion of the project which is the subject of this Agreement, and a copy of such policy shall be delivered to the County at least once a year during the said six-year period. If the Professional Liability policy is canceled or not renewed, the substitute policy shall have a commencement date retroactive to the date upon which the Contractor commenced performing its services under this Agreement.

The Contractor's indemnity obligation specified in Section 13 of this Agreement shall not be negated or reduced by virtue of the denial of insurance coverage or refusal to defend the County for any occurrence or event which is subject to the said indemnity obligation.

Compliance by the Contractor with the requirements of this Section shall not relieve the Contractor from its indemnity obligation and liability pursuant to Section 13 of this Agreement or any other liability to the County, whether specified in this Agreement or otherwise.

The Contractor agrees that the County shall have no responsibility to verify the Contractor's compliance with any insurance requirements contained in this Agreement or otherwise.

16. EXCLUSIVE REPRESENTATION. County hereby appoints Contractor as its exclusive real estate professional during the term of this Agreement for the purpose of assisting County in location, negotiation, and closing of a transaction within the scope of the agency described in this Agreement, it being expressly understood that representation shall only apply to properties covered by a specific and properly executed exclusive agency agreement. Nothing in this Agreement shall limit the ability of the County to sell, lease or purchase property without the use of a broker or real estate agent. County agrees to refer to Contractor all inquiries received in any form, from prospective sellers/landlords/buyers and sellers'/landlords'/buyers' representatives, real estate professionals or any other source, and to conduct related negotiations through Contractor during the term of this Agreement.

This Agreement covers any sale, purchase or lease transaction with respect to any commercial and/or industrial real estate, including any direct or indirect interest therein or control thereof, and/or any business opportunity including any direct or indirect interest therein or control thereof (the "property") irrespective of a source of the transaction, including property which is located by the County that is situated, in whole or in part, within the County of Muskegon.

17. EXCEPTIONS AND/OR ADDITIONS. This Agreement does not apply to property leased, sold or purchased without the use of a real estate agent or broker.

18. ASSIGNMENT. Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION FOR CONVENIENCE. County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the Contractor. County shall pay all reasonable costs incurred by the Contractor up to the date of termination and continuing until the expiration of all property executed exclusive listing agreements. However, in no event shall the Contractor be paid any amount which exceeds the price bid for the work performed. The Contractor will not be reimbursed for any profits which may have been earned up to the date of termination.

20. TERMINATION FOR DEFAULT. When the Contractor has not performed or has unsatisfactorily performed the contract or in the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of County. Failure of the part of Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work.

21. SECTION HEADINGS. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

25. NO WAIVER OF DEFAULT. No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of County.

26. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

27. SUCCESSORS AND ASIGNS. All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

28. NO THIRD-PARTY BENEFICIARY. No person dealing with the County or Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a

special relationship between the County or the Contractor and any staff, visitors, residents, or other individuals who may have business through the County.

29. COMPLIANCE WITH THE LAW. Contractor shall, at his sole cost and expense, comply with all local, State, and Federal ordinances, laws, rules, regulations and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute shall be conclusive of that fact as between Contractor and County.

30. MICHIGAN LAW. This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

31. TERMS AND CONDITIONS. The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

32. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

33. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Contractor is obligated, which breach would have a material effect there on.

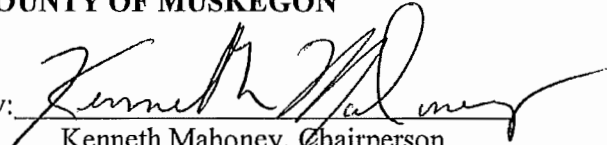
34. PRECEDENCE. In the event of the conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

35. CONFLICTING PROVISIONS. To the extent that there are conflicts in the provisions of this Agreement and Exhibit A, the terms and conditions of this Agreement shall prevail.

In Witness Whereof, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF MUSKEGON

Dated: 12/9/10

By: 
Kenneth Mahoney, Chairperson
County Board of Commissioners

SIGNATURE ASSOCIATES

Dated: _____


By: 
Its Associate Broker

EXHIBIT A

MUSKEGON COUNTY/SIGNATURE ASSOCIATES
CONTRACT FOR COMMERCIAL REAL ESTATE SERVICES

I. Scope of Services:

- A. The services provided will include those generally required in representing the County in marketing and negotiating real estate related services as requested and shall include, but not necessarily be limited to the following:
1. Represent the County's best interest in purchase and sale of assigned properties when requested.
 2. Develop and implement marketing strategies for assigned properties to yield the highest financial benefits for the County.
 3. Provide a monthly report to the assigned staff contact about current/new marketing efforts, contacts/leads, and other developments when there are active property listings.
 4. Maintain timely telephone and/or e-mail contact with the assigned staff when there are active interest and transactions.
 5. Provide general market information when requested while
 6. Attend staff and/or Commissioner meetings to provide progress updates when requested.
 7. Attend meetings with developers and business owners as requested by County Commissioners and Staff.

B. Properties For Sale. If the County decides to engage the services of a Real Estate Broker for the sale of County owned properties, Signature Associates shall be the exclusive listing agent for the County during the term of this agreement. The parties agree to execute an "Agency Agreement (Properties for Sale)" for each property the County is offering for sale. (See attached Exhibit A). The terms of the listing agreement shall include:

1. All listings shall be for a period of at least 6 months with a protection period of 6 months. If the listing is terminated within the first 3 months the County shall pay a \$1,000 processing fee.
2. Commission: 8% with a reduced rate of 6% if the County introduces the Buyer.
3. For sales where the selling price is over \$1,000,000 the commission shall be as follows:
 - 5% of the first \$1,000,000
 - 4% of the second \$1,000,000
 - 3% of anything over \$2,000,000

C. Properties For Lease. If the County decides to engage the services of a Real Estate Broker for the lease of County owned properties, Signature Associates shall be the exclusive listing agent for the County during the term of this agreement. The parties agree to execute an "Agency Agreement (Properties for Lease)" for each property the County is offering for lease. (See attached Exhibit B). The terms of the listing agreement shall include:

1. All listings shall be for a period of at least 6 months with a protection period of 6 months. If the listing is terminated within the first 3 months the County shall pay a \$1,000 processing fee.
2. Commission: 7% with a reduced rate of 5% if the County introduces the Tenant.

D. Buyer/Tenant Representation. If the County decides to engage the services of a Real Estate Broker for the purchase or lease of properties, Signature Associates shall be the exclusive agent for the County during the term of this agreement. The parties agree to execute an "Exclusive Buyer/Tenant Agency Agreement for each property the County is considering leasing or buying. (See attached Exhibit C). The terms of the agreement shall include:

1. All agreements shall be for a period of at least 6 months with a protection period of 90 days.
2. Listed Property: Compensation shall be 4% for a purchase and 3.5% for a lease. Credit shall be given for shared commissions from listing brokers.
3. Unlisted Property: Compensation shall be 8% for a purchase and 7% for a lease. Credit shall be given for compensation negotiated with the Seller/Landlord.

E. Other services. At any time during the term of this agreement the County may have the need for services outside the scope of purchasing, selling, or leasing commercial properties.

1. The fees associated with additional services are determined on a project specific basis either on a lump sum or hourly rate basis because each project is diverse with varying objectives. The following provides a typical breakdown of the applicable hourly rates:

Principal/Broker:	\$150 per hour
Salesperson:	\$90 per hour
Administration/Support:	\$35 per hour

2. The following is a list of Advisory Services. These Services can be mutually exclusive, however, when combined, overlapping services will reduce the overall cost.

- a. Space Planning \$.15/Sq.ft. (Min. \$500):
Preparation of preliminary space plan including up to two plan revisions.
- b. As-Built Drawings \$.06 - \$.09/Sq.ft. (Min. \$500):

Preparation of drawings indicating existing conditions. Services range from basic floor plans indicating location of walls and doors to existing outlet/data plans as well as existing ceiling/lighting conditions.

c. Due Dillgence \$8,000 - \$25,000:

Evaluate the physical condition of property, operating expenses, mechanical systems, parking lot and roof.

d. Site Feasibility \$145 per hour:

Evaluate site accessibility, environmental impacts, and development options. Assure each site analysis reinforces real estate objectives.

e. Project Management (Ground Up) 5% - 8% of Construction Budget:

Coordinate all of the design and construction activities, including administration of all contracts, project implementation and management, and on-going oversight of the project quality, schedule, and budget.

d. Project Management (TI's) 8% - 12% of Construction Budget:

Coordinate all of the design and construction activities, including administration of all contracts, project implementation and management, and on-going oversight of the project quality, schedule, and budget.

e. Relocation Services \$.40 - \$.50/Sq.ft. (Min. \$2,000):

Analysis of relocation needs furniture, inventory, customized relocation plan and implementation of the plan. Technology upgrades, furniture purchasing, we manage all processes of the move.

f. Property Management 4% - 5% of Gross Receipts:

Manage all aspects of an occupied facility including vendor contract management, accounts receivable, accounts payable and financial reporting on a monthly basis.

g. Facility Management \$.35 - \$.50 per square foot:

Manage all aspects of vacant properties and land during marketing including weekly inspections and general maintenance of the building and grounds.

EXHIBIT B

Commercial General Liability (GCL) with the following minimum coverages:

\$2,000,000.00 General Aggregate Limit other than Products/Completed Operations
\$2,000,000.00 Products/Completed Operations Aggregate Limit
\$1,000,000.00 Personal and Advertising Injury Limit
\$ 500,000.00 Fire Damage Limit (any one fire)

The Contractor must list the County, its departments, divisions, agencies, offices, commissions, officers, employees and agents as additional insureds on the Commercial General Liability policy.

Workers' disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the State fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the states where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurer's rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

Professional Liability Insurance (Errors and Omissions coverage) with the following minimum coverage: (to be used in contracting for insurance agents, accountants, lawyers, architects, engineers and surveyors)

\$1,000,000.00 each occurrence and \$3,000,000.00 annual aggregate
\$3,000,000.00 each occurrence and \$5,000,000.00 annual aggregate
\$5,000,000.00 each occurrence and \$10,000,000.00 annual aggregate

Medical Professional Liability, minimum coverage: (Medical Professional Liability Insurance is required any time the County agreements are with a medical professional. If a single practitioner will be providing services on site at an agency facility, CGL is NOT required.

\$100,000.00 each occurrence and \$300,000.00 annual aggregate (for single practitioner)
\$200,000.00 each occurrence and \$600,000.00 annual aggregate (for single practitioner)
\$1,000,000.00 each occurrence and \$5,000,000.00 annual aggregate (for group practice)

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR BETWEEN THE COUNTY OF MUSKEGON
AND SIGNATURE ASSOCIATES**

This First Amendment to the Agreement for Services of Independent Contractor dated December 9, 2010 ("Agreement") is made by and between the County of Muskegon, a political subdivision of the State of Michigan, hereinafter referred to as "County", having its principal place of business at 990 Terrace Street, Muskegon, Michigan 49442, and Signature Associates, hereinafter referred to as "Contractor", having its principal place of business at 1675 E. Mt. Garfield Road, Suite 175, Muskegon, Michigan 49444, hereinafter collectively referred to from time-to-time as "Parties".

Pursuant to Section 26 of the Agreement, the parties hereby agree and amend the term of the Agreement, as provided in Section 4 of the Agreement. The Contractor shall commence performance upon execution of the Agreement, and the Agreement shall expire on February 12, 2016, or the termination date of any subsequent amendment executed pursuant to the Agreement, whichever is later.

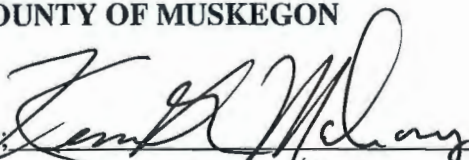
In Witness Whereof, the parties have executed this First Amendment to Agreement for Services of Independent Contractor Between the County of Muskegon and Signature Associates to be effective on the date executed by County.

Dated: _____

8/3/14

COUNTY OF MUSKEGON

By: _____



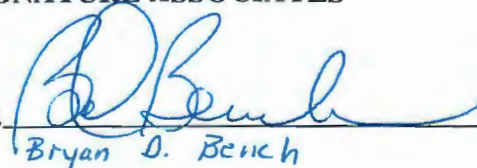
Kenneth Mahoney, Chairperson
County Board of Commissioners

SIGNATURE ASSOCIATES

Dated: _____

2/13/14

By: _____



Bryan D. Bench

Its: _____

Principal