

## **AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

Between Grand Rapids Economic Development Authority ("Client")  
And Pierson Henry LLC ("Consultant")

Proposed Effective July 1, 2026

### **Background**

Over the past year, Pierson Henry has partnered closely with the Grand Rapids Economic Development Authority in its assistance to the Grand Rapids Downtown Alliance's formation, organizational development, strategic fundraising and communications planning, executive leadership transition, brand development, stakeholder engagement, and implementation efforts.

As the Alliance has matured and established a strong operational foundation, we see the level of ongoing support required becoming more intermittent and project-specific than originally anticipated under the current consulting arrangement.

To better align consulting services with the Alliance's current needs—and to provide continued access to strategic support while reducing overall consulting expenditures—Pierson Henry recommends transitioning from a comprehensive campaign counsel retainer structure to a flexible advisory and hourly not to exceed fee consulting model.

We estimate several thousands of dollars in savings monthly through this recommended structure that can be utilized for direct mission-impact work.

The parties therefore agree to amend Phase 2 of the existing Professional Services Agreement dated June 2, 2025 as follows:

### **1. Professional Services**

Consulting services requested by the Grand Rapids Downtown Alliance outside the scope of any separately executed project agreement will be billed at \$250 per hour, not to exceed \$500/month, invoiced monthly. Should the client request services that the consultant expects will take more than 2 hours that month, consultant will inform client of this estimate to gain approval before moving forward on the work requested by client.

Please note that billable time includes, but is not limited to:

- Meetings (virtual or in-person)
- Telephone and video conferences
- Email review, correspondence, and consultation
- Strategic advice and recommendations
- Research and analysis
- Review of documents, policies, grant materials, or communications

- Preparation of reports, presentations, agendas, or other written materials
- Board and committee support
- Travel time when requested to attend meetings or events outside Grand Rapids

Time is billed in 0.1-hour (6-minute) increments, with a one-hour minimum for scheduled meetings.

Consultant work will be performed upon request from the Executive Director or Board Chair, and all requested services are considered billable unless otherwise agreed to in writing in advance.

Examples of billable services may include, but are not limited to:

- Strategic planning and facilitation
- Board and committee development consulting
- Executive coaching
- Community and stakeholder engagement
- Research and analysis
- Donor materials development
- Prospect research
- Communications strategy
- Meeting preparation and facilitation
- Development of new reports, plans, frameworks, recommendations, or deliverables
- Evaluation of
- Other consulting services requested by Client

Additional consulting services shall be scheduled based upon mutual availability.

### **3. Billing**

Consulting services shall be invoiced monthly based upon actual time incurred during the previous month.

Invoices shall be due according to the payment terms outlined in the original agreement.

### **5. Expected Hours & Required Approval**

We anticipate no more than 2 hours/month July 1, 2026, through December 31, 2026. As mentioned, if Client requests more substantial support, Consultant will estimate and inform Client before beginning the work to gain approval for use of hours.

### **5. Term and Termination**

This amendment shall remain in effect until December 31, 2026. If services are requested beyond 2026, Consultant will provide a proposed framework for support.

### **6. Remaining Terms**

Except as specifically modified herein, all terms and conditions of the original Professional Services Agreement shall remain in full force and effect.