



January 2, 2013

Mr. Bruce C. Koppenhaver, CFE
Pennsylvania State Association of County Fairs
P.O. Box 546
314 E. Market Street
Gratz, PA 17030

Dear Mr. Koppenhaver:

As we discussed during our meeting on December 21, 2012, I have attached a contract proposal for Versant Strategies to represent the Pennsylvania State Association of County Fairs (PSACF). If Versant were successful in securing the contract, I would serve as the lead lobbyist on behalf of PSACF. It would be an honor for our firm to advocate for the PSACF and I look forward to hearing from you in regards to this proposal.

Along with the services listed in the contract proposal, I want to highlight the 30-day provision. At any time during a potential contractual agreement, PSACF has the option to cancel the contract with a 30-day written notice. Versant believes that this option is essential in providing client satisfaction.

Thank you for all of your years of valuable service provided to the PSACF. Your experience, expertise and leadership have set a positive and proactive course for the association.

Please pass along the proposal to designated officers and directors.

Sincerely,

A handwritten signature in black ink, appearing to read 'MeeCee Baker', is written over a light gray rectangular background.

MeeCee Baker, PhD
COO & Managing Partner

Encl.
cc: John Blaney, Jr.
Dick Horstman
Harry Reffner



**CONTRACT FOR
GOVERNMENT RELATIONS SERVICES**

1. This agreement, between the Pennsylvania State Association of County Fairs (PSACF) and Versant Strategies, is effective on February 1, 2013 and shall remain in effect unless terminated by either party with thirty (30) days written notice.

2. Versant Strategies shall represent the Pennsylvania State Association of County Fairs in its governmental interests in the Commonwealth of Pennsylvania. Versant will specifically provide the following services:
 - a. Monitor legislative activity and news on a daily basis;
 - b. Write and send a weekly electronic newsletter that updates clients on their specific interests as well as general news and opportunities, such as grants;
 - c. Develop a legislative agenda with client along with an accompanying strategy for accomplishing set goals;
 - d. Work with legislative staff to organize an interest's caucus which would include ongoing communications and hosting annual events;
 - e. Organize legislative visits for client's capital day activities;
 - f. Compose articles for client-published newsletters;
 - g. Represent client at relevant committee meetings of the House and Senate;
 - h. Assist client in nominating personnel for boards and commissions;
 - i. Participate in client's meetings including annual conferences;
 - j. Provide call conferencing and meeting space at Versant Strategies office location;
 - k. Facilitate public relations campaigns, advertising, website design and maintenance, and graphic design;
 - l. Perform other duties as requested.

Please initial after reading and accepting the contractual terms above:

Versant Strategies: _____

PSACF: _____

3. Versant Strategies shall perform all activities under this agreement as necessary and as reasonable requested by PSACF.
4. In consideration of the services to be provided under this agreement, the Pennsylvania State Association of County Fairs shall pay Versant Strategies a monthly fee of \$3,000 in advance which will also include reasonable business and travel expenses. Any significant additional business and/or travel expenses would be billed upon the approval of PSACF. Versant Strategies will submit monthly invoices to PSACF.
5. To the best of its knowledge, Versant Strategies does not have, and shall not have, during the term of this agreement, interest in any legislation or policies of the Commonwealth of Pennsylvania that conflict with the interests of the Pennsylvania State Association of County Fairs.
6. Versant Strategies recognizes and acknowledges that this agreement creates a confidential relationship between Versant Strategies and the Pennsylvania State Association of County Fairs. Versant Strategies will not, at any time during or after the term of this agreement, disclose any confidential information to any person whatsoever.
7. Versant Strategies shall comply with all applicable laws in the performance of this agreement, including registering with the Commonwealth of Pennsylvania as is necessary and appropriate to perform the activities contemplated by this agreement.
8. This agreement contains the entire understanding of the parties and may not be amended without the written consent of both parties.

The Pennsylvania State Association of County Fairs and Versant Strategies have duly executed this agreement effective as of February 1, 2013.

Pennsylvania State Association of County Fairs

By: _____

Title: _____

Date: _____

Please initial after reading and accepting the contractual terms above:

Versant Strategies: _____

PSACF: _____

Versant Strategies

A handwritten signature in black ink, appearing to read "MeeCee Baker". The signature is fluid and cursive, with the first name "MeeCee" and the last name "Baker" clearly distinguishable.

MeeCee Baker, PhD
Chief Operating Officer & Managing Partner

January 2, 2013