

# M G S

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C O N S U L T A N T S

September 2, 2015

Dr. Jean Goodnow  
President  
Delta College  
1961 Delta Road  
University Center, MI 48710

Re: Agreement with MGS Consultants, LLC

Dear Dr. Goodnow:

Thank you for your interest in MGS Consultants. We appreciate the opportunity to provide governmental consulting services to Delta College. MGS Consultants is committed to providing the highest level of service in the furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we represent Delta College with consulting services before the legislative and executive branches, along with private businesses on issues of interest which may arise. As part of our scope of service, MGS Consultants will provide ancillary services such as electronically forwarding to you on a daily basis relevant newspaper articles, analyses, and important governmental announcements.

The entire team of MGS Consultants' lobbyists in Lansing will be available to enhance Delta College's interests. However, in order to ensure that your needs are efficiently and fully addressed, Eileen Kowall and Jeremiah Mankopf will be the primary contact for this representation.

In exchange for these services, Delta College has agreed to pay MGS Consultants a monthly retainer fee of \$2,500.00 beginning September 8, 2015. MGS Consultants will send an invoice at the beginning of each month and payment is due by the end of each month. This agreement will proceed on a month-to-month basis and may be terminated by either party with 60 days written notice. Notwithstanding the foregoing, this agreement may be terminated by either party upon material breach of the terms or conditions of this Agreement provided the party in breach is notified in writing within seven (7) days of such written notification of breach. Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel, entertainment, and other expenses incurred on Delta College's behalf. No monthly costs that in the aggregate exceed \$300 will be incurred without your prior written approval. Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration and gift or expenditure disclosure requirements under Michigan law that may arise as a result of our representation of Delta College during the term of this contract or after its termination should reporting periods overlap.

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CONSULTANTS

Dr. Goodnow

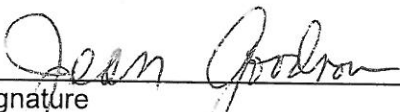
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It should also be noted that MGS Consultants has a policy of declining representation of clients when that representation would immediately create a direct conflict with other clients in the state in which the representation occurs. You have retained MGS Consultants for representation in Lansing, and we know of no conflicts with our current clients in Michigan. In order to ensure the candor and trust in our relationship that forms the basis of effective representation, MGS Consultants agrees to maintain in the strictest confidence, all confidential information disclosed by Delta College in conjunction with services to be performed by MGS Consultants, the matters described in this agreement or otherwise concerning Delta College, their customers, strategies, products or business. Such confidential and proprietary information will be used by MGS Consultants solely in connection with the performance of services provided under this agreement, and will not be disclosed to any third party during the term of this agreement or at any time thereafter without the prior approval of MGS Consultants. Upon termination of this agreement, MGS Consultants will, at Delta College's option, return or provide certification of the destruction of, documentation constituting, referred to or containing the confidential and proprietary information referred to in this agreement.

I believe the above reflects our understanding. If it does, please have the original of this agreement signed and return for our files. I appreciate your attention to this matter and look forward to working with you. Please don't hesitate to contact me if we can assist Delta College in any way.

Sincerely,

Mr. Jeremiah Mankopf

  
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Signature  
Dr. Jean Goodnow  
Delta College

9-10-15  
Date