

CONTRACT FOR CONSULTANT SERVICES

KIRTLAND COMMUNITY COLLEGE

SCOPE OF SERVICES

Capitol Affairs, Inc. ("Firm") proposes a full scope engagement for professional consulting services representing Kirtland Community College ("Client") in accomplishing its overall government relations objectives in the State of Michigan, and Firm agrees to the best of its ability to assist Client in identifying and implementing those objectives.

The primary goals of the engagement are the further development of a strong presence; gaining access to decision makers and the various processes of government; monitoring policy, regulatory, legislative and budgetary activities; creating the opportunity to participate in these processes; and, advocacy on behalf of Client's overall interests.

In addition, professional services include support of Client's long term growth and development objectives through strategic consultation and advice, assistance in marketing efforts, liaison with key decision makers, coordination with professional associations, networking, and related functions. The Firm also proposes to serve Client as a general advisor and strategist.

DESCRIPTION OF WORK

I. LEGISLATIVE & EXECUTIVE BRANCH RELATIONS

- Liaison with the Michigan Legislature, the Executive Office, various state agencies and other government officials as appropriate;
- Monitoring all facets of legislative committees and floor activities, programs, policy, funding and regulatory activities;
- Actively engage in the state appropriations process and clearly identify threats and opportunities in line with client's interests;
- Consultation and advice on the state legislative process;

- Consultation, advise, analysis and interpretation of the impact of legislative and executive activities, as well as assistance with formulation of the client's positions and action plans;
- Articulation of positions and advocacy with legislators, administration executives, department heads and their top officials;
- Creation and maintenance of an automated legislation tracking system;
- Assistance with access to consultation processes, workgroups and other policy development forums;
- Assistance with the development and implementation of comprehensive grassroots and coalition efforts as appropriate;
- Coordination of lobbying efforts with professional associations or other like-minded organizations and businesses on issues of mutual concern;
- Assistance in coordinating political fundraiser participation;
- Assistance with the preparation of lobbying reports concerning any of these activities as required by any applicable state or federal laws; and
- Firm will provide Client with prepared copies of any required lobbying reports and be responsible for proper filing of same.

II. PRESENCE

- Assistance in building and strengthening relationships with key public officials including the governor, legislators, department heads and other top state government officials;
- Assistance and support in strengthening relationships in professional settings and business areas;
- Coordination with professional associations and organizations on common government and public affairs and media relations matters;
- Assistance in the development and expansion of current relationships and identifying prospective collaborative arrangements.

WORKING RELATIONSHIP

Capitol Affairs, Inc. and its employees are committed to furnishing the highest quality professional consulting services tailored to the Client's organizational and business needs.

To assure accountability and continuity of service, Firm President, Robert Kennedy, will have primary responsibility for the engagement and serve as the day-to-day point of contact. If Firm adds additional professionals to its staff in the future, Firm reserves the right to rely on the expertise of its other professionals and will use a team approach as required to best serve the Client's needs. However, Robert Kennedy will maintain oversight of all Client accounts and be accountable for the proper serving of same.

This agreement establishes a non-exclusive independent contractor relationship between Client and Firm. It is also understood there will be no employer-employee relationship between Client and Firm. Firm shall have no express or implied authority to bind Client in any manner. Client seeks the benefits of the services of Firm under this agreement, but the conduct of such services is solely within the Firm's discretion.

Firm and Client acknowledge that they individually are responsible for all federal, state and local employer taxes, contributions which may be owed under the Social Security Act, and any contributions which may be owed for unemployment taxes for each Company's employees. Each Party agrees to indemnify the other for any costs, including reasonable attorney fees, which either may incur through the other's failure to make any tax payment owing for itself or its employees.

CONFLICT OF INTEREST STATEMENT

Firm agrees that during the term of this agreement, Firm will not seek to promote, further or in any way represent an individual, association, corporation or any other legal entity whose interests are in direct conflict with Client's legislative goals or business strategies without prior written approval of Client.

TERM AND EFFECTIVE DATE

Full-service professional governmental relations consulting services are proposed to effectively meet the Client's organizational goals and objectives. The proposed effective date of this engagement is July 1, 2013 and extending for 12 months until June 30, 2014.

Each party may terminate this agreement at any time by providing a 60 day written notice to the other party; such termination shall be effective at the end of 60 calendar days from the date the notice is made. In the event the agreement is terminated by either party, Client shall only be obligated to pay the fees due Firm through the specified early termination date.

PROFESSIONAL FEES

The engagement is proposed on a flat monthly retainer basis. Fees for professional services, including normal expenses are \$31,200 per year to be billed in 12 equal monthly invoices at the rate of \$2,600 per month commencing on July 1, 2013.

The monthly fee includes all usual and ordinary costs and expenses. If it develops that Firm shall incur extraordinary costs and expenses, then Client shall assume and pay those expenses provided that they shall be separately invoiced and Firm receives prior written or verbal approval by Client before such expenses are incurred.

The entry into this agreement and the authority of the signatories hereto has been authorized by the President of Capitol Affairs, Inc. and an authorized representative of the Kirtland Community College.

AGREED:

Capitol Affairs, Inc.

A handwritten signature in black ink, appearing to read "Robert Kennedy", is written over a horizontal line.

By: Robert Kennedy

Its: President

Date: July 16, 2013

AGREED:

Kirtland Community College

A handwritten signature in black ink, appearing to read "Tom Quinn", is written over a horizontal line.

By: Tom Quinn

Its: President

Date: July 29, 2013