

**WAYNE STATE UNIVERSITY-KELLEY CAWTHORNE PLLC
RETAINER AGREEMENT**

THIS AGREEMENT is made by and between WAYNE STATE UNIVERSITY, 4092 Faculty Administration Building, Detroit, Michigan, 48202 (hereinafter the "Client"), and KELLEY CAWTHORNE, representatives and counselors, with offices in the Mutual Building, 208 N. Capitol Avenue, Third Floor, Lansing, MI 48933-1356 (hereinafter the "Representative").

WITNESSETH, that in consideration of the agreements herein contained, the parties hereto do hereby agree as follows:

1. The Client does hereby employ and retain the Representative for a 12-month period beginning October 1, 2017, and ending on September 30, 2018, for the performance of services hereinafter set forth.
2. The Representative accepts such employment and retainer and agrees to provide representation in connection with and before state governmental bodies, and in particular, with respect to legislation and executive department decisions affecting the Client. Representative further agrees that a substantial part of its services shall consist of advocacy and monitoring, analyzing, consulting, and reporting on state governmental matters in general, whether or not connected with specific legislative or administrative proposals.
3. This Agreement shall not apply to administrative contested cases or court litigation, whether or not arising out of the representation set forth in paragraph 2.
4. The Representative's work shall be carried out in accordance with general policies and goals set by the Client, and the Representative shall coordinate his efforts with the Client, as follows:
 - Legislative/regulatory representation and monitoring; assistance to the Division of Government and Community Affairs in meeting its Fiscal Year 2018 legislative goals; assistance in legislative events such as Wayne State Day in Lansing; grassroots lobbying core activities; legislative strategy and tactics development and drafting of legislative and regulatory proposals; analysis of proposed legislation; and to provide other services as necessary and other services as agreed; attendance at appropriations and capital outlay legislative meetings; House and Senate Higher Education Subcommittee on Appropriations meetings; schedule meetings with legislators and key policymakers; and issue counseling. The Client also will provide specific representation for the Division's office of government health affairs, including legislative/regulatory representation and monitoring; assistance in meeting legislative, regulatory and capital construction goals; assistance with legislative strategy and tactics development and drafting of legislative and regulatory proposals; analysis of proposed legislation; and to provide such other services as needed
5. The file and work product materials of the Client will be maintained in the firm's Lansing office.

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6. The Client shall pay to the Representative as compensation for their services for the full term of this contract at the rate of One Hundred Fifteen Thousand Five Hundred Dollars (\$115,500) (\$9,625 per month). The Client shall reimburse Representative only for expenses agreed upon in advance by the parties. Said compensation and reimbursement shall be due and payable each month upon a detailed, itemized Statement provided by the Representative.
7. The terms and conditions of the retainer agreement shall be binding upon the heirs, successors and assigns of the parties.
8. The terms of this Agreement may be renewed for subsequent terms by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

KELLEY CAWTHORNE

By:



David Gregory
Partner

Date:

10.1.17

WAYNE STATE UNIVERSITY

By:

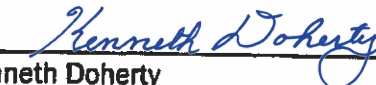


Patrick O. Lindsey
Vice President
Government and Community Affairs

Date:

4/13/18

By:



Kenneth Doherty
Assistant Vice President
Procurement and Strategic Sourcing

Date:

4-23-2018

FORM APPROVED

OFFICE OF THE
GENERAL COUNSEL