

CONSULTING SERVICES AGREEMENT

The undersigned, North Shore Associates, LLC of Concord, Ohio, (hereinafter referred to as the "Consultant") and Lakeland Community College (hereinafter referred to as "Client") hereby agree as follows:

I. **Scope of Services.**

Consultant shall be available, as requested from time-to-time by client to advise Client on the following matters:

Government and Community Affairs

II. **Term of Agreement.**

This engagement shall commence upon execution of this Agreement and end August 1, 2007. Upon conclusion of contract, Consultant and client may negotiate extension, modification, or termination of the Agreement as appropriate. This Agreement may, after 30 days from date of signing, be terminated by either party with 30 days written notice as provided in Item VIII.

III. **Compensation Payable to Consultant.**

In consideration for the above services, the Client will pay the Consultant during the term of this agreement a monthly fee of One Thousand Five Hundred Dollars and no/cents (\$1,500.00) payable monthly upon receipt of invoice.

IV. **Expenses.**

Ordinary out-of-pocket local expenses of the Consultant in performing the services provided will be paid by the Consultant. Out of area travel and lodging must be approved in advance by client.

V. **Subcontractors.**

Consultant shall not delegate any portion of the work to be performed without the prior written consent of the Client. The Consultant may employ subcontractors to assist it in performing its services under this Agreement, provided that the Consultant has obtained Client's prior written consent.

VI. Independent Contractor.

The Consultant shall devote such time and effort to the performance of the services described in this Agreement as may be necessary to satisfactorily complete the work described; however, it is understood and agreed that the Consultant shall not be required to devote full time to such services and that the Consultant may engage in other business activities provided that such business activities neither interfere nor conflict with the services to be performed under this Agreement. Consultant shall be an independent contractor in the performance of this Agreement and shall not be deemed an employee of Client for any purpose whatsoever.

VII. Compliance with Law and Agreements.

The parties agree that Consultant is being retained on behalf of Client. Consultant therefore shall, if and where appropriate, register as an agent or lobbyist, and perform such acts including the reporting and filing of such information, reports and receipts as are required by law.

Furthermore, Client agrees to take all such necessary and appropriate steps to insure that Client makes all required and appropriate filings and disclosures as may be required by law consistent with the undertakings of this agreement.

VIII. Notices.

All notices and correspondence required pursuant to this Agreement shall be delivered to the other party at the following address (or such address as specified in writing):

To Consultant: North Shore Associates, LLC
7700 Thorntail Court
Concord, OH 44077

To Client: LAKELAND COMMUNITY COLLEGE
7700 CLOCKTOWER DR.
KIRTLAND OH 44094

IX. Miscellaneous.


- a. Warranties. Client and Consultant warrant and represent to each other that they have the authority to enter into this Agreement and shall comply with all applicable laws, rules and regulations regarding this engagement.
- b. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements. This Agreement may not be amended or modified in any manner except by an instrument in writing signed by the parties hereto.

- c. Construction. This Agreement shall be deemed to have been entered into and shall be constructed and enforced in accordance with the laws of the State of Ohio.
- d. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all parties hereto even if all parties are not signatories to the same counterpart.
- e. Conflicts. Consultant represents that it has examined the issues relevant to this agreement and has no other business conflict with this matter.

X. Limitation of Liability

It is agreed that the liability of North Shore Associates, LLC, its employees, contractors, subcontractors and licensees, is limited to the amount of the fees paid or accrued, as liquidated damages. Client acknowledges that any opinions, recommendations and conclusions expressed during this assignment will be rendered by the staff of North Shore Associates, LLC acting solely as employees of North Shore Associates, LLC and not as individuals. Any responsibility of North Shore Associates, LLC is limited to the Client, and no other party shall be a beneficiary of this Agreement.

IN WITNESS WHEREOF, the parties to this contract have caused this Agreement to be signed by their duly authorized representatives this 22 day of August, 2006.

By: 
Print Name: Dennis E. Sekant
President
North Shore Associates LLC

By: Wynette Barnard
Print Name: WYNETTE BARNARD
LAKELAND COMMUNITY COLLEGE