



Office of Risk Management and Legal Services
Washington Court Place
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June 13, 2018

Craig Mauger
600 W. St. Joseph, Ste. 3G
Lansing, MI 48933
craig@mcfm.org

Dear Mr. Mauger:

This letter is in response to your request under the Freedom of Information Act (FOIA) dated on or about June 6, 2018 and received in this office on June 8, 2018. You requested any agreements for consulting or lobbying services reached within the last five years between Lansing Community College and Muchmore Harrington Smalley & Associates.

The College has waived all fees associated with your request.

The information you have requested is enclosed.

Sincerely,

A handwritten signature in black ink, appearing to read "J.R. Beauboeuf". The signature is fluid and cursive, with a large, sweeping flourish at the end.

J.R. Beauboeuf, Director
Office of Risk Management and Legal Services

Enclosure

JRB/lag



MUCHMORE · HARRINGTON · SMALLEY
& Associates, LLC

RETAINER AGREEMENT

This will confirm an Agreement between Lansing Community College (LCC) and Muchmore Harrington Smalley & Associates, LLC (MHS A) for the term commencing on October 1, 2015 with respect to Michigan legislative and governmental action affecting LCC.

1. Scope of Services. These services will be performed under the direction of LCC and will include, but not be limited to, the following:
 - Representing LCC before the Michigan Legislature and the Executive and Administrative Branches of the State of Michigan;
 - Advising LCC of the status of pending legislation of strategic interest; and
 - Evaluating prospects for passage or defeat of pending legislative proposals of interest to LCC.

Reports concerning any of the above matters will be furnished to LCC on a regular basis, or more frequently as the situation may require.

2. Professional Fees and Terms. During the term of this Agreement, fees shall be payable upon billing by MHS A based upon a retainer rate of \$4,500.00 per month. Routine expenses incurred by MHS A such as entertainment, copying, phone, written communications, etc, are included in the monthly retainer fee, not billed as separate expenses.

Extraordinary expenses such as large scale receptions or extraordinary activities requiring the services of MHS A consultants will be charged separately and only incurred at the specific request of LCC.

3. Termination. This Agreement may be terminated by either party at any time during its term upon thirty (30) days written notice. Such termination, however, will not relieve LCC of the obligation to pay for all services rendered by MHS A prior to the effective date of termination.
4. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Michigan.

Lansing Community College - Retainer Agreement

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5. Independent Contractor - Third Parties. In performing services under this Agreement, MHSA shall at all times operate as, and have the status of, an independent contractor and shall not act as or be an employee of LCC. The parties agree to look solely to each other with respect to performance of this Agreement and the Services to be provided hereunder. This Agreement and each and every provision hereof are for the exclusive benefit of LCC and MHSA and not for the benefit of any third party.


6. Conflict of Interest. Before undertaking representation of LCC, MHSA will attempt to identify any conflicts of interest that would interfere with MHSA's representation of LCC or other MHSA clients. Should such a conflict arise in the course of its representation, MHSA reserves the right to limit the scope its representation after taking mutually agreeable steps to assure that LCC will be adequately represented.

7. Confidentiality. All information furnished to, developed or obtained by MHSA in the course of performance of services hereunder shall be kept confidential and shall not be disclosed to any other person or organization other than as required for the proper performance of services hereunder. MHSA shall consider this Agreement as confidential and, except as otherwise required by law, shall not disclose or discuss the provisions hereof without LCC's consent. This provision shall survive the term of this Agreement. This provision shall not apply to information which is in or becomes a part of the public domain through no fault of MHSA or to the listing and communication of LCC as a client of MHSA.

Agreed and accepted this 11 day of November, 2015 by:

Patrick L. Harrington, Managing Member
Muchmore Harrington Smalley & Associates, LLC

Subject to terms and conditions of RFP #1300-602-15SS and BPO #BP160033.


Seleana Samuel, Purchasing Director
Lansing Community College