

# MHSA

*A Michigan firm specializing in public issues management*

## RETAINER AGREEMENT

This will confirm an Agreement between City of Trenton and Muchmore Harrington Smalley & Associates, LLC (MHSA) for the term commencing on May 1, 2017 with respect to Michigan legislative and governmental action affecting City of Trenton.

1. Scope of Services. These services will be performed under the direction of City of Trenton and will include, but not be limited to, the following:
  - Representing City of Trenton before the Michigan Legislature and the Executive and Administrative branches of the State of Michigan, including the Michigan Economic Development Corporation (MEDC), Michigan Department of Health and Human Services (DHHS), and the Michigan Department of Transportation (MDOT);
  - Focusing on the City of Trenton's identified priorities of working with the MEDC to facilitate the transfer of the former McLouth Steel property to the City, work with the leadership of DHHS to address a CON issue relative to the former Riverside Hospital site, and engaging MDOT leadership regarding a proposed grade separation at Fort Street and VanHorn Roads.
  - Advising City of Trenton of the status of pending legislation of strategic interest; and
  - Evaluating prospects for passage or defeat of pending legislative proposals of interest to City of Trenton.

Reports concerning any of the above matters will be furnished to City of Trenton on a regular basis and as frequently as the situation may require.

2. Professional Fees and Terms. During the term of this Agreement, fees shall be payable upon billing by MHSA based upon a retainer rate of \$3,000.00 per month. Routine expenses incurred by MHSA 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 MHSA consultants will be charged separately and only incurred at the specific request of City of Trenton.

Muchmore Harrington Smalley & Associates, LLC

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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 City of Trenton of the obligation to pay for all services rendered by MHSA 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.
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 City of Trenton. 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 City of Trenton and MHSA and not for the benefit of any third party.
6. Conflict of Interest. Before undertaking representation of City of Trenton, MHSA will attempt to identify any conflicts of interest that would interfere with MHSA's representation of City of Trenton or other MHSA clients. Should such a conflict arise in the course of its representation, MHSA reserves the right to limit the scope of its representation after taking mutually agreeable steps to assure that City of Trenton 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 City of Trenton'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 City of Trenton as a client of MHSA.

Agreed and accepted this 15<sup>th</sup> day of MAY, 2017 by:



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



Mayor Kyle F. Stack  
City of Trenton

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