

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

This agreement is made this 27th day of December, 2005, by and between the City of Rochester Hills hereinafter called the "City", 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 and Hafeli Staran Hallahan Christ & Dudek, P.C., 4190 Telegraph Road, Suite 3000, Bloomfield Hills, Michigan 48302-2082, hereinafter called the "Attorney."

NOW, THEREFORE, the Attorney and the City for the consideration hereinafter named, agree as follows:

Section 1 – Services/Compensation

The Attorney agrees to provide professional legal services to the City of Rochester Hills and other related services as required by the City. Additional services, not included in this agreement, shall be mutually agreed upon by the City and Attorney.

- The City, in consideration of the performance of this agreement for professional legal services agrees to pay Attorney an hourly rates as follows: partner \$115/hour, senior associate \$100/hour and associate \$90/hour.
- An administrative fee of two (2%) percent to cover the cost of reimbursables shall be charged on each monthly invoice.

Section 2 – Attorney Provisions

The Attorney agrees to furnish all materials and services necessary to undertake legal services for the City. The Attorney agrees that in performance of its duties bound by the code of ethics applicable to its industry. The Attorney will complete all work required expeditiously and on time, or as mutually agreed by the City and the Attorney.

Section 3 – City Provisions

The City shall cooperate with the Attorney to furnish documentation timely, as appropriate and as legally possible in the possession of the City relevant to the nature of the work assignments.

Section 4 - Payment

Attorney shall submit itemized monthly invoices for work performed. City shall remit net 30 days following receipt of an itemized monthly invoice.

Section 5 – Compliance with All Laws and Regulations

In the provision of the services described herein, the Attorney agrees to comply with all applicable Federal, State and local laws and applicable regulations.

Section 6 – Independent Contractor

The Attorney shall perform duties as an independent contractor and in an independent manner without supervision and control by the City. The Attorney shall not be deemed to be an employee of the City for purposes of payroll deductions, withholding tax, social security, workers' compensation, unemployment compensation, disability benefits, vacations, fringe benefits or any other purpose. In the performance of his duties, the Attorney shall supply and operate his own vehicles.

Section 7 – Ownership of Documents

Ownership of all data, materials and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

Section 8 – Insurance

The Attorney shall not commence work until the certificate of insurance required under this paragraph has been delivered to the City. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the sample certificate included in the City's Request for Proposal.

1. Workers' Compensation Insurance: The Attorney shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. The Attorney shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability with limits of liability not less than \$1,000,000; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. Coverage should include terrorist liability
3. Motor Vehicle Liability. The Attorney shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. Umbrella Liability Insurance. The Attorney shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
5. Professional Liability Insurance. Errors and Omissions on a "Claims Made Basis" of not less than \$3,000,000.
6. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds "The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."
6. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309."
7. If any of the above coverages expire during the term of the contract, the Attorney shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date. Failure to comply with the insurance requirements contained in this agreement shall constitute a material violation and breach of the agreement and may result in termination of the agreement.

Section 9 - Indemnification

To the fullest extent permitted by law, Attorney agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorneys fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Attorney's professional errors or omissions.

Section 10 – Subconsultants

No contract may be sublet without the written consent of the City of Rochester Hills. Any subconsultant or subcontractor, so approved, shall be bound by the terms and conditions of this contract. The consultant shall be fully liable for all acts and omissions of its subconsultant(s) or subcontractor(s) and shall indemnify the City of Rochester Hills for such acts or omissions.

Section 11 – Assignment of Agreement and Other Consultants

The Attorney shall not assign this Agreement or any part thereof without the written consent of the City. The City reserves the right to let other agreements in connection with this work, even if of like character, for work under an agreement. The Attorney shall coordinate work as required by the City.

Section 12 – Non-Discrimination

The Attorney agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap. A breach of this Section shall constitute a material breach and may be cause for this Agreement to be canceled or terminated by the City.

Section 13 – Termination of Contract

The City reserve the right to terminate this agreement without penalty or handling fees upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest.

Section 14 – Entire Agreement

This agreement constitutes the entire agreement between the City and the Attorney and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns and third parties claiming under this Agreement or by virtue of Agreement between the City and the Attorney.

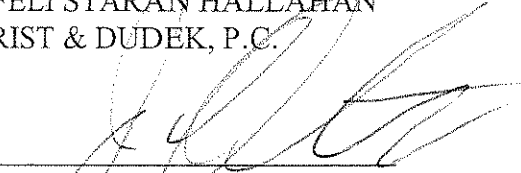
This agreement shall be construed in accordance with and governed in all respects by the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned, warranting that each is fully authorized and empowered to do so, hereby execute these presents intending to bind themselves, and their respective principals, agents, assignees and successors thereby, as of the date first written above.

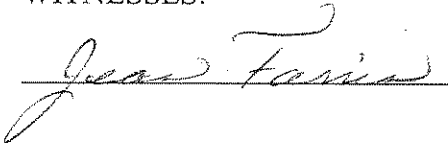
CITY OF ROCHESTER HILLS

HAFELI STARAN HALLAHAN
CHRIST & DUDEK, P.C.

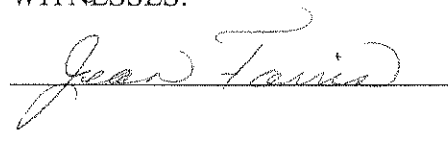
By: 
Pat Somerville, Mayor

By: 
John Staran

WITNESSES:



WITNESSES:



ADDENDUM

This is an Addendum to the Agreement for Professional Legal Services by and between HAFELI STARAN HALLAHAN CHRIST & DUDEK, P.C., whose address is 4190 Telegraph Road, Suite 3000, Bloomfield Hills, Michigan 48302-2082, and the CITY OF ROCHESTER HILLS, a Michigan Municipal Corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, dated December 27, 2005, for the purpose of clarifying the charging and reimbursement of costs advanced by HAFELI STARAN HALLAHAN CHRIST & DUDEK, P.C.

1. Section 1 – Services/Compensation paragraph shall be revised to add the following:
 - Out-of-Pocket Costs paid and costs advanced on the City’s behalf for reimbursement will be charged to the City for items to include, but limited to, court costs and fees, process service, delivery charges, court reporters, expert consultants, etc.

The remainder of the paragraph shall remain unchanged.

2. All remaining articles shall remain.

WITNESSES:

Jean Farnell

HAFELI STARAN HALLAHAN CHRIST & DUDEK, P.C.

BY: [Signature]
JOHN D. STARAN

Charlotte Farnella

CITY OF ROCHESTER HILLS

BY: [Signature]
BRYAN K. BARNETT,
Mayor

Dated: 5-16-06

Delete Prev Next Reply/All Forward/Inline Open Inbox 82 of 83 Go to [] Move Copy Inbox []

Date: Sat, 06 May 2006 11:27:34 -0400
From: "Staran, John D." <jstaran@hshcdlaw.com> Add To Address Book | This is Spam
Subject: RE: Invoice
To: "Jean Farris" <farrisj@rochesterhills.org>
Cc: <jenuwinej@rochesterhills.org>

Jean: As we discussed, I will double check on Monday, but these "additional charges" are consistent with our fee agreement and consistent with the way HSHCD, Beier Howlett and Patterson & Patterson before them have always billed the City. Our fee agreement allows us to charge our out-of-pocket costs to the City and we always have. This is not something new, and you can look over bills over the last 20 years and you will see these charges. These aren't fees for our legal services, but rather, these are costs we are paying on the City's behalf to someone else (and essentially fronting the funds for the City) for such things as filing fees, process servers and couriers, transcripts, etc). We don't absorb such charges, and I'm not aware of any law firm that does otherwise. If you prefer, we will simply, in future, ask City to front these charges instead of us paying them on the City's behalf or we can arrange for those charges to be billed directly to the City, but it has always been more convenient and the City has always preferred that we front these costs for the City and add them to our next bill. If the City no longer prefers this convenience, please advise.

Our reimburseable out-of-pocket costs have always been distinguishable from the administrative charge, which is for our internal costs of photocopies, long distance charges, computer research, etc. that are covered by that charge. This is NOT a change in our long time billing practices, and I request that you authorize payment.

John D. Staran
HAFELI STARAN HALLAHAN
CHRIST & DUDEK, P.C.
4190 Telegraph Road
Suite 3000
Bloomfield Hills, MI 48302
phone: (248) 731-3080
direct: (248) 731-3088
fax: (248) 731-3081
email: jstaran@hshcdlaw.com

Handwritten notes: 5-8-06 Julie Wants to see how we are doing on the additional charges - Julie is having no authority to pay. J. D. Staran Addendum to K

-----Original Message-----
From: Jean Farris [mailto:farrisj@rochesterhills.org]
Sent: Friday, May 05, 2006 2:36 PM
To: Staran, John D.
Subject: Invoice

John,
Julie Jenuwine brought to my attention that the last two invoices received from Hafeli Staran Hallahan Christ & Dudek included "Additional Charges." These charges were identified