

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

This Agreement is made this _____ day of _____ 2007 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 rate as follows: partner \$120/hour and associate \$105/hour.
- An administrative fee of two (2%) percent to cover the cost of administration and overhead shall be charged on each monthly invoice.
- Out-of-pocket costs paid and costs advanced on the City's behalf will be charged to the City for items including, but not limited to, court costs, filing fees, process service, delivery charges, court reporters, expert consultants, etc.

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 to be 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, ordinances 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.
7. 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."
8. 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 on behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working on 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 cancelled or terminated by the City.

Section 13 - Termination of Contract

The City reserves 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: _____
Bryan Barnett, Mayor

By: _____
John Staran, President

WITNESSES:

WITNESSES

