

**CITY of NOVI CITY COUNCIL**

**Agenda Item K  
April 5, 2010**

**SUBJECT:** Consideration of recommendation from Consultant Review Committee to award an extension for Prosecutorial Legal Services to Cooper, Shifman, Gabe, Quinn & Seymour through December 31, 2010.

**SUBMITTING DEPARTMENT:** City Manager's Office *PA*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

Council approved a two year agreement with Cooper, Shifman, Gabe, Quinn & Seymour for prosecutorial legal services in November 2006 and an additional extension in December 2008 through December 2009 or ".....until notice of termination....."

The Consultant Review Committee discussed re-bidding the services in fall 2009, but concluded that they would defer discussion on these services until spring 2010. The CRC continued the discussion at their March 22, 2010 meeting. Based on the feedback from the Police Department, which monitors this contract, the Consultant Review Committee concurred with staff and recommends extending the contract through December 2010.

The re-bidding of these services will be considered again by the Consultant Review Committee in fall 2010.

**RECOMMENDED ACTION:** Consideration of recommendation from Consultant Review Committee to award an extension for Prosecutorial Legal Services to Cooper, Shifman, Gabe, Quinn & Seymour through December 31, 2010.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

**MEMORANDUM OF UNDERSTANDING**  
**RE: PROSECUTORIAL LEGAL SERVICES**

CITY OF NOVI  
CITY CLERK'S OFFICE  
06 DEC -1 PM 1:10

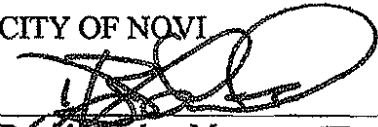
The City of Novi, herein called "City," and Cooper, Shifman, Gabe, Quinn & Seymour, herein called "Attorneys," agree as follows:

1. The City Council of the City of Novi employs the Attorneys as special counsel to represent the City in the prosecution of ordinance and/or code violations of the City.
2. The Attorneys shall comply with the insurance provisions described in the attached Exhibit A – Insurance Requirements.
3. The Attorneys shall perform the services described in the attached Exhibit B – Scope of Services.
3. For the services described in Section 2 above, the Attorneys shall be paid as described in the attached Exhibit C – Letter from the Attorneys dated October 12, 2006 and response from the Attorneys dated February 10, 2005.
4. Fees for services as outlined above may be adjusted in accordance with revised schedules as may be approved by both parties in conjunction with adoption of the City's budgets.
5. Charles Y. Cooper, Principal shall be primarily responsible for the provision of the services listed, and he shall attest to the accuracy of all invoices submitted pursuant to this agreement. Attorneys agree that a sufficient number of attorneys shall be assigned to the City's work to assure timely delivery of services.
6. This Agreement shall continue and remain in effect for a period of two (2) years, with the option of an additional year through mutual consent, or until a notice of termination is earlier provided by either the City Council or the Attorneys. Either party may terminate this agreement at any time upon sixty (60) days written notice to the other for any reason. In the event of termination the parties agree to cooperate in the transition to successor legal counsel in conformance with State Bar of Michigan ethical guidelines to protect the public interests of the City.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement on the date below stated.

CITY OF NOVI

By:

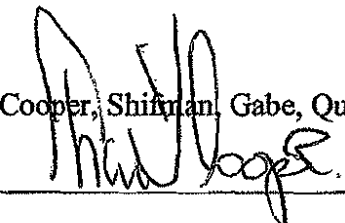
  
\_\_\_\_\_  
David Landry, Mayor

By:

  
\_\_\_\_\_  
Maryanne Cornelius, City Clerk

Cooper, Shipton, Gabe, Quinn & Seymour

By:

  
\_\_\_\_\_  
[Signature]

Dated: \_\_\_\_\_

11.29.06

AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING  
RE: PROSECUTORIAL LEGAL SERVICES  
Dated: November 29, 2006

**THE MEMORANDUM OF UNDERSTANDING FOR PROSECUTORIAL LEGAL SERVICES** ("Contract"), dated November 29, 2006, is by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as "City"), and Cooper, Shifman, Gabe, Quinn & Seymour, whose address is: 26200 Town Center, Suite 145, Novi, MI 48376 (hereinafter referred to as "Attorneys").

**THE CLIENT AND ATTORNEY AGREE TO AMEND THE MEMORANDUM OF UNDERSTANDING DATED NOVEMBER 29, 2006 AS FOLLOWS:**

**Section 6. Term of Agreement** is hereby amended as follows:

This Agreement shall be extended and remain in effect for a period of one (1) year through November 30, 2009, or until a notice of termination is provided earlier by either the City Council or the Attorneys or a notice of extension is provided to Attorneys by the City Council. Either party may terminate this agreement at any time upon sixty (60) days written notice to the other for any reason. In the event of termination the parties agree to cooperate in the transition to successor legal counsel in conformance with State Bar of Michigan ethical guidelines to protect the public interests of the City.

IN WITNESS WHEREOF, the parties hereunto have executed this amendment on the date below stated.

CITY OF NOVI

By:

  
David Landry, Mayor

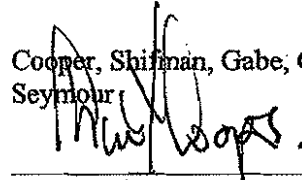
By:

  
Maryanne Cornelius, City Clerk

Cooper, Shifman, Gabe, Quinn &  
Seymour

By:

Title:

  
Partner.

Dated: 12.2.08

**Exhibit A**  
**Insurance Requirements**

Insurance Requirements

1. The Attorneys shall maintain at its expense during the term of this Agreement, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** – The Attorneys shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$3,000,000** (Three Million Dollars) per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$3,000,000** (Three Million Dollars) each person and **\$3,000,000** (Three Million Dollars) each occurrence and/or aggregate minimum property damage limits of **\$3,000,000** (Three Million Dollars) each occurrence and/or aggregate.
  - d. The Attorneys shall provide proof of **Professional Liability** coverage in the amount of not less than **\$3,000,000** (Three Million Dollars) per occurrence and/or aggregate.
2. The Attorneys shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. If during the term of this Agreement changed conditions or other pertinent factors should in the reasonable judgment of the city render inadequate insurance limits, the Attorneys will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Attorneys' expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the city.
4. All policies shall name the Attorneys as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the city.

All policies except Professional Liability insurance shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to Carol J. Kalinovik, Purchasing Director, City of Novi, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

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5. If any work is sublet in connection with this Agreement, the Attorneys shall require each Attorney to effect and maintain at least the same types and limits of insurance as fixed for the Attorneys.
6. The provisions requiring the Attorneys to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Attorneys under this Agreement.
7. The city has the authority to vary from the specified limits as deemed necessary.

**Exhibit B**  
**Scope of Services**

Scope of Services

The Attorneys shall perform and/or represent the City regarding the following services:

- Municipal employment discrimination charges and lawsuits, as well as investigation of allegations of discrimination and harassment.
- Defense against allegations of wrongful discharge, breach of employment contract.
- Represent City with Labor Relations Board, including unfair labor practice complaints.
- Collective bargaining negotiations and arbitration including Act 312 Binding Arbitration procedures and processes.
- Public employer proceedings before state regulatory agencies.
- Worker's compensation and unemployment compensation matters.
- ERISA, retirement, employee benefits and compensation matters and litigation in conjunction with our employee benefits.
- Occupational Safety and Health (OSHA) matters.
- Preparation and enforcement of employment agreements, including employee confidentiality agreements and related litigation.
- Wage and salary administration, including counsel on federal and state wage-hour laws.
- Americans with Disabilities Act (ADA) issues and development of compliance plans.
- Family and Medical Leave Act compliance (federal and state).
- Immigration law and related matters.
- Updates and advice concerning current issues facing employers, such as workplace violence, leased and temporary employees, and AIDS, drug, alcohol and genetic testing.
- Counsel on affirmative action requirements, including preparation and review of federal, state and municipal affirmative action plans; assistance in dealing with the Office of Federal Contract Compliance Programs (OFCCP) and state and local contracting agencies during compliance audits and in litigation.
- Labor law audits, including legal analyses of hiring and termination practices, employment applications, employee handbooks and policy and procedure manuals.
- In-service training programs for employers and their supervisory personnel on such topics as (1) preventing and investigating claims of harassment, (2) employee evaluation and discipline, and (3) proper handling of discrimination claims before State and Federal agencies.
- Provide information addressing timely labor topics.

FREDERICK B. SCHWARZE  
DENNIS B. DuBAY  
ANTHONY J. HECKEMEYER  
THOMAS L. FLEURY  
TERRENCE J. MIGLIO  
GARY P. KING  
LINDA M. FOSTER-WELLS  
BRUCE M. BAGDADY  
BRIAN A. KREUCHER  
MARK C. KNOTH  
FREDERIC E. CHAMPNELLA, II  
SUSAN D. KOVAL\*  
LARRY E. POWE  
KARIN M. YOUNG  
RICHARD W. FANNING, JR.

# KELLER THOMA

A PROFESSIONAL CORPORATION

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Of Counsel

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(1905 - 1970)  
THOMAS H. SCHWARZE  
(1943 - 1998)  
RICHARD J. THOMA  
(1904 - 2001)

\*Also admitted in West Virginia

October 23, 2006

Ms. Pam Antil  
Assistant City Manager  
City of Novi  
45225 West 10 Mile Road  
Novi, MI 48375-3024


Re: *Proposed Legal Services Agreement*

Dear Ms. Antil:

Please find enclosed a draft of a professional services agreement as requested. The rates are as previously proposed. Please advise us if you would like any changes in the proposed agreement or if you desire any further information.

Very truly yours,

**KELLER THOMA**  
*A Professional Corporation*

  
Dennis B. DuBay

DBD/bly  
Enclosure

