



CITY of NOVI CITY COUNCIL

Agenda Item D
January 9, 2017

SUBJECT: Approval of the final one-year renewal option for prosecutorial legal services pursuant to agreement with Baker & Elowsky, PLLC through December 31, 2017.

SUBMITTING DEPARTMENT: City Manager

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The City entered into an agreement with Seglund Gabe Pawlak Groth and Kelley for prosecutorial legal services on December 17, 2012. The agreement was for three years, to end on December 31, 2015, with two (2) one-year renewal options. The firm later requested City Council authorize and direct all files and data regarding legal matters involving the City of Novi to the law firm of Baker & Elowsky, PLLC. City Council approved this request at its March 28, 2016 meeting "under the same terms and conditions as the prior agreement" through December 31, 2016.

Under the terms of the original agreement there is a one-year renewal option remaining as far as the City's option to extend. Administration is recommending the final one-year renewal option through December 31, 2017.

RECOMMENDED ACTION: Approval of the final one-year renewal option for prosecutorial legal services pursuant to agreement with Baker & Elowsky, PLLC through December 31, 2017.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				



LAW OFFICE

BAKER & ELOWSKY, PLLC

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Of Counsel

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MATTHEW C. QUINN

December 28, 2016

Victor Cardenas
City of Novi
45175 Ten Mile Road
Novi, MI 48375

RE: *Prosecutorial services contract extension*

Dear Mr. Cardenas,


Please let this correspondence serve as a letter of intent to exercise the final one year extension of the original contract dated December 17, 2012 entered between the City of Novi and Gabe, Quinn & Seymour, the predecessor of Baker & Elowsky, PLLC (a copy of which has been attached hereto). All terms and conditions will remain the same except for the addition of the following term:

- Review warrant request presented by the Novi Police Department in a timely manner, with a charging decision made within 10 calendar days of submission, or where the circumstances require additional time (where legal research may be needed, or other similar case complexities require more time), communicate this need with an estimate of the time needed for completion within the initial 10 calendar days, along with regular status updates on these extended case file reviews, at least every 10 calendar days.

I appreciate the opportunity to continue serving the community of the City of Novi, should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

BAKER & ELOWSKY, PLLC



Scott R. Baker

MEMORANDUM OF UNDERSTANDING RE: PROSECUTORIAL LEGAL SERVICES

The City of Novi, herein called "City," and 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.
4. For the services described in Section 2 above, the Attorneys shall be paid as described in the attached Exhibit C – Fee proposal from the Attorneys dated November 24, 2010.
5. 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 budget.
6. Philip H. Seymour shall be primarily responsible for the provision of the services listed, and he/she 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.
7. This Agreement shall continue and remain in effect for a period of three (3) years, with the option of two (2) one-year renewals 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: _____
Robert Gatt, Mayor

By: _____
Maryanne Cornelius, City Clerk

Gabe, Quinn & Seymour

By: _____

Dated: _____

Exhibit A 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 Sue Morianti, Purchasing Manager,

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.

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

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

- Prosecution of misdemeanor offenses as defined in the city codes and ordinances.
- Prepare and present criminal cases for bench and/or jury trial.
- Attendance at the 52-I District Court on the determined City of Novi court day.
- Attendance at all formal hearings and pre-formal hearings involving Novi Police personnel or Novi Police cases.
- Attendance at all pre-trial hearings involving City of Novi Police personnel or Novi Police cases.
- Set a day and time for office hours at the Novi Police Department Prosecutor's Office (minimum of three hours per week or as needed) for review of cases filed by Novi Police personnel and consultation with Novi Police personnel.
- Communicate charging decisions to victims and police personnel.
- Lead misdemeanor criminal cases through the court process.
- Coordinate the subpoena of victims, witnesses and police personnel with the Novi Police Court Services personnel.
- Coordinate the discovery process involving Novi Police reports, statements, evidence, etc. with attorneys representing defendants in criminal cases.
- Work with the Public Safety Director and/or his/her designee to improve the effectiveness and efficiency of cases presented for prosecution by the Novi Police Department.
- Provide legal research as it relates to the City codes and ordinances.
- Inform Novi Police personnel of statutory changes that could impact the City codes and ordinances.

PROSECUTORIAL SERVICES

FEE PROPOSAL

City of Novi
Sue Morianti, Purchasing Manager
47175 W. Ten Mile Road
Novi, MI 48375-3024

Gabe, Quinn & Seymour

Because of the severe economic times, Gabe, Quinn & Seymour will hold its hourly rate to \$110.00 per hour which has been the same rate that has been in effect for the last several years.