

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services is made on February 9, 2026, by and between the VILLAGE OF LAKE ORION, a Michigan municipal corporation (the “Village”), whose address is 21 East Church Street, Lake Orion, Michigan 48362 and GIARMARCO, MULLINS, & HORTON, P.C., a Michigan law firm (“Contractor”), whose address is 101 West Big Beaver, 10th Floor, Troy, Michigan 48084.

RECITALS

WHEREAS, the Village of Lake Orion is charged with the privilege and responsibility of carrying out the functions of a municipality within the geographic limits of the Village of Lake Orion, Oakland County, Michigan;

WHEREAS, it has been the experience of the Village of Lake Orion that said functions are best performed with the advice and assistance of competent legal counsel;

WHEREAS, the Contractor is able and experienced in general municipal matters of law and capable of providing the quality of complete legal services which the Village will require;

WHEREAS, the Village of Lake Orion believes the Contractor should represent the Village regarding all legal matters, as defined below.

TERMS AND CONDITIONS

1. **Scope of Representation:** Contractor will represent the Village of Lake Orion in matters related to municipal services, including the following:
 - A. Answer requests for legal opinions, in writing and verbally; prepare written legal opinions at the request of the Village, its Council, and the Village Manager in accordance with Village Council policies, and be available to respond to questions;
 - B. Work cooperatively with any other legal counsel retained by the Village; coordinate with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition of legal information among special counsel;
 - C. Provide guidance and legal advice on the Open Meetings Act, the Freedom of Information Act, Robert’s Rules of Order, and Council rules and procedures;
 - D. Assist in human resources and personnel matters, including those to understand the legal roles and duties of respective offices and interrelationships with others;
 - E. Assist the Village and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions, and the appearance of prohibited transactions;

- F. Prepare and review ordinances and resolutions for legal correctness and acceptability;
 - G. Prepare and review contracts, leases, and other documents for legal correctness and acceptability; negotiate said contracts, leases, and other documents upon request;
 - H. Represent the Village in all litigation to which it is a party in all courts, unless outside counsel is appointed by the Village insurance carrier;
 - I. Represent the Village in all matters arising before administrative tribunals as a result of the ordinary and usual governmental functions of the Village;
 - J. Assist with land acquisition and all other real estate matters, including the purchase, sale, and lease of real property;
 - K. Prepare for and attend any meeting of the Village's Council, as requested. Attend other meetings when requested;
 - L. Prosecute ordinance violations and traffic violations in court and before other legally constituted tribunals as part of the Village's regular enforcement and prosecutorial functions;
 - M. Represent the Village in all labor and employment matters; and
 - N. All other legal services as outlined in the GMH Proposal for Legal Services, dated October 21, 2025, and assigned by the Village Manager or Village Council.
2. **Rate:** All Contractor attorneys would be billed at the rate of \$175.00 per hour, with the exception of prosecution services that will be billed at \$165.00 per hour. Any paralegal services will be billed at \$85.00 per hour. Any client telephone conferences or client email exchanges less than 15 minutes will not be billed.
 3. **Statements for Legal Services:** The Contractor will send the Village a statement on a monthly basis. The statement shall describe the services rendered and costs incurred to date. If any costs or expenses are advanced by the Contractor, as detailed in Section 4 below, or if there are any statements billed under Section 1, the Village agrees to pay each statement within 30 days. Any questions or objections regarding the statement must be made within 60 days of the statement date, or the Village waives any objections and agrees that the statement is accurate and fully due and payable. Any attorney fees or costs that are advanced that are not paid within 90 days after a statement is submitted will accrue interest at the rate of seven percent per year, until paid. Payments shall be applied first to accrued interest then to costs, and then to attorney fees.
 4. **Expenses:** The Contractor will not invoice the Village for long-distance telephone calls, facsimiles, and scanning, or reasonable onboarding and transition activities associated with the commencement of services under this Contract. The photocopying charge is \$0.20 per page. Messenger Services through an outside professional courier service, court filing fees, and overnight and express mail charges will be invoice to the Village. The Contractor will charge for standard mileage. Mileage reimbursement shall be billed at the applicable Internal Revenue Service (IRS) standard milage rate in effect at the time of travel. In addition, the Village shall reimburse the Contractor upon request

for all reasonable and necessary out-of-pocket expenses incurred by the Contractor on behalf of the Village.

5. **Conflicts of Interest:** The Contractor shall devote its best efforts to the business of the Village. The Contractor shall accept no representation contrary to the interests of the Village. To the best of the Contractor's knowledge, no such conflict now exists.
6. **Liability Insurance:** Contractor shall obtain and maintain in full force and effect during the entire term of this agreement a policy of comprehensive general liability insurance, including professional errors and omissions, with limits of liability of not less than \$2,000,000.00 and workers disability compensation insurance in compliance with Michigan's statutory limits, and shall provide certificates of insurance to the Village naming the Village as a certificate holder.
7. **Independent Contractors:** The parties agree that Contractor is an independent contractor as that term is commonly used and Contractor's employees are not and shall not be considered subcontractors or employees of the Village and has no authority to bind the Village in any manner. Contractor shall be solely responsible for the withholding and reporting of all federal, state, and local income and employment taxes. Contractor acknowledges that it is not insured in any manner through the Village for any bodily injury, personal injury, or property loss whatsoever.
8. **Termination:** This contract is only terminable by resolution of the Village Council, with 30 days' written notice or by 30 days' written notice from the Contractor.
9. **Withdrawal:** The Village understands that Michigan Rules of Professional Conduct allow the Contractor to withdraw from representation of the Village if any of the following occur:
 - A. The Village insists upon pursuing a course of action the Contractor considers repugnant or imprudent;
 - B. The Village fails to pay the fees, expenses, and/or costs required under this Contract after reasonable warning that non-payment will result in withdrawal; and
 - C. Continued representation will result in an unreasonable financial burden on the Contractor.

IN WITNESS THEREOF, this contract is entered into by and between the parties on the date above.

VILLAGE OF LAKE ORION

GIARMARCO, MULLINS & HORTON, P.C.

By: Darwin McClary
Its: Village Manager

By: John C. Clark
Its: Senior Equity Partner