

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF LAKE ORION AND BEIER HOWLETT, P.C.**

THIS AGREEMENT, made and entered into this 1st day of September, 2016 between **VILLAGE OF LAKE ORION**, ("Village") located in the County of Oakland, State of Michigan and **BEIER HOWLETT P.C.**, a Michigan Professional Corporation ("Beier Howlett") located in the County of Oakland, State of Michigan.

WITNESSETH:

WHEREAS, the Village issued a Request for Proposal for Legal Services and Beier Howlett submitted a Proposal to provide legal services; and,

WHEREAS, the Village and Beier Howlett are now desirous of entering into an agreement for Beier Howlett to represent the Village in certain legal areas (not including representation as bond counsel) on an hourly basis.

NOW, THEREFORE, the Village and Beier Howlett agree as follows:

1. This Agreement for legal services (which shall not include representation as bond counsel) is to be effective on the date set forth above. Beier Howlett shall provide legal services until further notice from the Village Council.

2. Beier Howlett will receive communications and provide legal opinions, prosecute and defend lawsuits involving the Village, appear and provide legal opinions at Council meetings and provide all other legal representation on behalf of the Village which is requested by the Village.

3. Beier Howlett shall be compensated by the Village at the hourly rate of One Hundred Twenty-five Dollars (\$125.00) for general legal services and litigation services, One Hundred Fifteen Dollars (\$115.00) for prosecution services and Two Hundred Fifty Dollars (\$250.00) for environmental issues. Beier Howlett shall submit monthly statements itemizing the following: date, attorney's name or initials, brief summary of services rendered, total hours charged for the date and corresponding rate and all other allowable expenses. Allowable expenses shall include court filing fees, transcript fees, expert witness fees, significant photocopying costs as well as other similar costs. An administrative charge of two percent (2%) of the total bill for photocopying, facsimile transmissions and long distance telephone charges shall be itemized on each invoice.

4. Beier Howlett agrees to conform to all applicable federal, state and local laws.

5. During the term of this contract, Beier Howlett agrees to maintain professional, comprehensive liability and workers compensation insurance policy for all staff assigned to work for the Village. A copy of the Certificate of Insurance is attached.

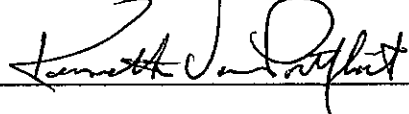
6. The parties agree that this is an "at will" Agreement and the Village reserves the right to terminate the relationship at any time and Beier Howlett shall be entitled to reimbursement for any services rendered prior to the date of termination. Beier Howlett agrees to continue to provide legal representation to the Village at the Village's sole discretion until a successor or successors are retained by the Village and the Village has provided notice of such event to Beier Howlett.

7. Beier Howlett may also terminate this Agreement by providing thirty (30) days written notice of termination to the Village.

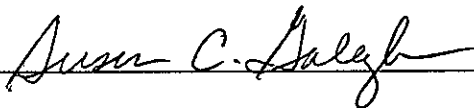
8. This Agreement shall not be modified or amended other than by an agreement in writing signed by both parties.

9. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed an original, and such counterparts when taken together shall constitute one and the same instrument.

VILLAGE OF LAKE ORION

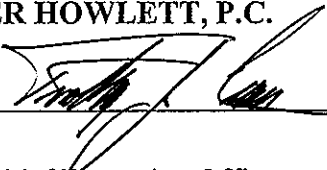
By: 

Its: Council President

By: 

Its: Village Clerk

BEIER HOWLETT, P.C.

By: 

Its: Chief Executive Officer

PLEASE READ CAREFULLY. THIS PROFESSIONAL SERVICES AGREEMENT IS CREATED TO PROTECT YOU AGAINST POSSIBLE MISUNDERSTANDING. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR IF IT DOES NOT CONTAIN ALL OF THE AGREEMENTS DISCUSSED, PLEASE BRING IT TO OUR ATTENTION. DO NOT SIGN THIS AGREEMENT UNTIL YOU FULLY UNDERSTAND IT AND ALL QUESTIONS CONCERNING THIS AGREEMENT HAVE BEEN ANSWERED TO YOUR SATISFACTION.