

**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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1900 Chicago IL 60606	CONTACT NAME: _____	
	PHONE (A/G, No, Ext): 312-704-0100	FAX (A/G, No): 312-803-7443
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Wesco Insurance Company		25011
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		


INSURED PCBE00001
 Beier Howlett, P.C.
 200 E. Long Lake Road
 Suite 110
 Bloomfield Hills MI 48304

COVERAGES **CERTIFICATE NUMBER: 612354304** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liab			WPP102452803	10/19/2015	10/19/2016	Per Claim/ Aggregate \$5M/\$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER FOR INFORMATIONAL PURPOSES ONLY ---	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

BEIEHOW-01

MOWA

DATE (MM/DD/YYYY)

2/25/2016

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PRODUCER Oswald Companies - Detroit, MI 39572 Woodward Ave., Suite 201 Bloomfield Hills, MI 48304 (248) 433-1466	CONTACT NAME: Wanda Mondry PHONE (A/C, No, Ext): (248) 433-7616 FAX (A/C, No): (248) 433-1711 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Ins Co LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B: Hartford Ins Co of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Ins Co LTD	11000	INSURER B: Hartford Ins Co of the Midwest	37478	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED Beler Howlett, P.C. 200 E LONG LAKE RD Bloomfield Hills, MI 48304														

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