

## **CONTRACT FOR LEGAL SERVICES**

THIS AGREEMENT is effective the 1st day of March, 2025, by and between the City of Lathrup Village, a Michigan municipal corporation with offices at 27400 Southfield Road, Lathrup Village, MI 48076-3489 (the "City"), and The Baker Legal Group, PLLC, a Michigan professional limited liability company ("BLG") with offices at 27 S. Broadway Street - Suite 2, Lake Orion, MI 48362.

### RECITALS

WHEREAS, the City is a Michigan municipal corporation duly and legally incorporated as a Home-Rule City under the provisions of 1909 P.A. 279, being specifically Michigan Compiled Law (MCL) 117.1 et seq; and

WHEREAS, BLG is a Michigan professional limited liability company duly organized for the sole and specific purpose of rendering professional legal services pursuant to MCL 450.221 et seq.; and

WHEREAS, on Monday, February 24, 2025, the City Council of the City of Lathrup Village having approved by vote the retention of The Baker Legal Group, PLLC, the successor firm to Baker & Elowsky, PLLC, as City Attorney; and

WHEREAS, the City and BLG desire to enter into this written agreement to set forth the responsibilities of the City and BLG under this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and BLG agree as follows:

1. **APPOINTMENT.** The City hereby appoints BLG as the Consulting City Attorney Law Firm, and any successor entity, and BLG hereby accepts that appointment.

2. **DESIGNATION.** The City hereby designates Scott R. Baker as the City Attorney and further designates Leann K. Kimberlin as Assistant City Attorney and the other municipal attorney partners and associates who may employed by BLG.

3. **TERM.** The term of this Agreement shall commence March 1, 2025 and shall remain in effect until terminated or modified in writing.

4. **DUTIES.** As City Attorney, BLG shall carry out the duties enumerated by state law and as directed by the City, including but not limited to the following:

A. BLG shall be legal advisor to and attorney and counsel for the City Administrator, the City staff and the City Council along with all Boards and Commissions. BLG shall advise any officer or department head of the City in matters relating to its official duties when so requested and shall file with the Clerk a copy of all written opinions.

B. BLG shall prosecute such ordinance violations and conduct such cases in court and before other legally constituted tribunals as the City Administrator and/or the City Council may request. BLG shall file with the Clerk copies of such records and files relating thereto as the City Administrator and/or City Council may direct.

C. BLG shall prepare and review all ordinances, contracts, bonds and other written instruments submitted by the City Administrator and/or the City Council and shall promptly give an opinion as to the legality thereof.

D. BLG shall call to the attention of the City Council and the City Administrator all matters of law, and any changes or developments therein that effect the City.

E. BLG shall perform such other duties as may be prescribed by the state law, by ordinance, or by direction of the City Administrator and/or the City Council.

F. Upon recommendation of BLG, the City Council may retain special legal counsel to handle any matter in which the City has an interest, or to assist and counsel with BLG therein.

5. **COMPENSATION.** Beginning March 1, 2025 as compensation for services rendered as City Attorney, BLG shall receive a retainer in the amount of \$2,500.00 per month. This monthly retainer fee shall cover services consisting of attendance at all regular meetings and study sessions of the City Council. It shall include all telephone calls and e-mails to and from City employees and members of the City Council and Commissions. All other legal services which are not included in the above monthly retainer would be billed as follows:

- |    |                        |                   |
|----|------------------------|-------------------|
| A. | General legal matters: | \$130.00 per hour |
| B. | Prosecutions           | \$130.00 per hour |
| C. | Project accounts       | \$150.00 per hour |
| D. | DDA                    | \$130.00 per hour |

On or about the first day of every calendar month, BLG shall forward to the City an itemized billing statement for services rendered during the preceding month, detailing the date, activity and time spent relative to all services

performed on behalf of the City. The billing statement shall delineate the retainer, the amount due not subject to the retainer, and any costs spent by BLG on behalf of the City.

6. **INDEPENDENT CONTRACTOR.** BLG shall be an independent contractor and not an employee of the City. The City shall not be obligated or responsible to withhold or pay to any governmental authority any taxes associated with compensation for BLG, including but not limited to federal, state, local or social security taxes, or other taxes of any kind. It shall be the sole responsibility of BLG, as an independent contractor, to pay any such taxes accruing from compensation received pursuant to this Contract.

7. **INSURANCE AND INDEMNIFICATION.** Prior to commencing work, BLG shall obtain all insurance required by law and shall maintain professional liability insurance in the amount of \$1,000,000.00 per claim/\$2,000,000.00 claim aggregate. To the fullest extent permitted by law, BLG shall also indemnify and hold the City harmless for losses and liabilities based upon any negligent act, omission, or willful or wanton misconduct by BLG in connection with this Contract.

8. **TERMINATION.** This Contract may be terminated by either party upon sixty (60) days written notice to the other party. In the event of termination, the City shall pay BLG any accrued compensation for services provided up to and including the effective date of termination.

9. **WAIVER OF BREACH.** The waiver of either party of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach by any party.

10. **NOTICE.** Any notice required or permitted to be given under this Agreement shall be sufficient if sent, in writing, by First class Mail or hand-delivered to the principal office set forth in this Contract.

11. **SEVERABILITY.** In the event that any clause of this Contract is found to be unenforceable by any court of competent jurisdiction, the balance of the Contract shall remain in full force and effect.

12. **APPLICABLE LAW.** This Contract shall be governed by and shall be construed in accordance with the laws of the state of Michigan.

13. **ASSIGNMENT.** BLG acknowledges and agrees that this Contract and the duties, rights, interests and benefits set forth herein may not be assigned without the prior approval of the City through its City Council.

14. **AMENDMENTS.** The City and BLG agree that this Contract may only be amended in writing.

15. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the City and BLG with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed on February \_\_\_\_\_,  
2025.

**CITY OF LATHRUP VILLAGE**

\_\_\_\_\_  
By: Mykale Garrett, Mayor

\_\_\_\_\_  
By: Michael Greene, City Administrator

**THE BAKER LEGAL GROUP, PLLC**

\_\_\_\_\_  
By: Scott R. Baker, Member