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November 4, 2024

Margaret Doud, Mayor
City of Mackinac Island
7358 Market Street
P.O. Box 455
Mackinac Island, Michigan 49757

**Re: Defense of Litigation in Mackinac County Circuit Court
Engagement of Adkison, Need, Allen, & Rentrop, PLLC**

Dear Mayor Doud:

Adkison, Need, Allen, & Rentrop, PLLC has established the policy of formalizing each attorney/client relationship with an Engagement Letter. The purpose of this letter is to set forth our mutual understanding of the terms and conditions under which you retain Adkison, Need, Allen, & Rentrop, PLLC, to provide the legal services set forth below, and under which Adkison, Need, Allen, & Rentrop, PLLC agrees to perform those services (the "Agreement").

1. **Scope of Representation.** Adkison, Need, Allen, & Rentrop, PLLC agrees, subject to the terms of this Agreement, to provide the legal services necessary or appropriate to defend the City of Mackinac Island, the Historic District Commission, and the Historic District Commission Study Committee ("Clients") against the Complaint filed by James D. Azzar in the Mackinac County Circuit Court (Case No. 24-9001-CK).

2. **Client Confidentiality.** In providing those services, we are obligated to exercise our independent professional judgment on your behalf, and to preserve your confidences and secrets. Please note that this requirement for client confidentiality extends only to matters discussed in confidence between the client and the attorney and does not extend to all information which you may be required to provide in connection with our representation.

3. **Terms of Payment.** Because of your existing/prior relationship with Adkison, Need, Allen, & Rentrop, PLLC, we have agreed to waive our customary initial retainer for this matter. In exchange for that waiver, you agree to pay Adkison, Need, Allen, & Rentrop, PLLC the total balance due promptly upon receipt of each monthly statement.

This fee agreement covers only the services specifically set forth above. It does not include ancillary services or services related to the appeal of any decision. In the event that additional services are requested by you, you understand and agree that a retainer may be due, and must be paid, prior to the rendering of those services. The amount due shall be determined based upon the complexity of the matter and the time needed to prepare for and attend appeal hearings, if applicable.

4. **Fees.** We will bill you based on the time expended in rendering the legal services set forth above and other factors, such as an individual attorney's experience in areas of specialization, the preclusion of other employment, time limitations or demands, as well as the amounts involved and the results obtained. Our firm has established a fee structure which includes different rates for its lawyers, based on each lawyer's individual expertise and areas of specialization. Presently, my hourly rate is \$280.00. Wherever feasible, work on the file will be delegated to that individual best able to perform the task at the least cost to you. Fees may be adjusted upward or downward to reflect the complexity of the matters handled and other factors pertaining to reasonableness of the fees.

Time is charged for work performed on your behalf, whether it takes the form of in-person meetings, telephone consultations, research, drafting, negotiations, discussions with third parties, travel on your behalf, or other activities that require our absence from the office on your behalf. Hourly rates are subject to change from time to time, usually at the beginning of the year.

5. **Costs.** You will also be billed for our out-of-pocket expenses, such as copying costs, postage, court fees, on-line computer research time, court reporters, appraisals, photocopying of documents and mileage, if any.

6. **Statements.** At the conclusion of each calendar month, we will provide you with detailed statements so you will have an accurate record of fees, costs, and payments. You should feel free to contact me at any time to discuss our billing procedure, the description of the legal services appearing on your bill, and the charges for services

Your statement will show the following:

- a. The fees and costs charged to your account.
- b. Payments received from you.

You agree to pay Adkison, Need, Allen, & Rentrop, PLLC promptly upon receipt of each monthly statement. Accounts, which are not paid within thirty (30) days, will be charged a time price differential at the rate of \$7.00 per \$100.00 per year. If your account is more than 30 days delinquent it will be subject to evaluation and further action which may include suspension or termination of representation.

7. **Record Retention.** Our representation of you is subject to our firm's Record Retention Policy, a copy of which is attached.

8. **Electronic Signatures and Counterpart Execution.** For purposes of this Agreement, a signature transmitted by facsimile communication equipment or electronic mail shall be deemed an original. This Agreement may be executed by the parties in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single document. The Agreement shall become effective when one or more counterparts have been signed by all of the parties.

9. **Termination.** Adkison, Need, Allen, & Rentrop, PLLC or you may terminate this agreement at any time upon written notice. Upon termination, all amounts then owing to Adkison, Need, Allen, & Rentrop, PLLC shall be promptly paid.

10. **Acceptance.** Please review this letter carefully. If you have any questions or concerns with its content, please contact me immediately, so that they can be resolved now, before we proceed with representation. Otherwise, if you agree that it accurately reflects our mutual understanding, please sign below, retain a copy for your files and return the original to our office. We look forward to a mutually satisfying relationship.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Katherine A. Tomasik

KAT/mjl
Enclosures

I have reviewed this letter and agree that it accurately reflects our understanding. I am authorized to execute this agreement on behalf of the Clients.

Dated: _____

Margaret Doud, Mayor
City of Mackinac Island