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CITY of NOVI CITY COUNCIL

Agenda Item K
October 6, 2008

SUBJECT: The Consultant Review Committee recommends the approval of a one-year extension of the Memorandum of Understanding agreement with Cooper, Shifman, Gabe, Quinn & Seymour for prosecutorial legal services.

SUBMITTING DEPARTMENT: City Manager's Office

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION: Council approved a two year agreement with Cooper, Shifman, Gabe, Quinn & Seymour for prosecutorial legal services in November 2006. The two-year agreement includes a one-year renewal option. Staff recommended the one-year renewal based on positive feedback received from the Police Chief David Molloy who monitors these services. In addition, Cooper Shifman will accept the one-year renewal and is not requesting a fee increase. The hourly rate included in the agreement will remain at \$110/hour.

The re-bidding of these services will be considered by the Consultant Review Committee in fall 2009.

RECOMMENDED ACTION: The Consultant Review Committee recommends the approval of a one-year extension of the Memorandum of Understanding agreement with Cooper, Shifman, Gabe, Quinn & Seymour for prosecutorial legal services.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

**BUSINESS OF THE NOVI CITY COUNCIL
NOVI, MICHIGAN**

SUBJECT	Approval of Consultant Review Committee's recommendation to enter into a Memorandum of Understanding agreement with Cooper, Shifman, Gabe, Quinn & Seymour for prosecutorial legal services		
DATE SUBMITTED	November 7, 2006	FOR AGENDA	November 13, 2006
DEPT APPROVAL	Pamela Antil, Assistant City Manager	LEGAL APPROVAL IF REQUIRED	Thomas Schultz, City Attorney

BRIEF HISTORY

In February of 2005, the City issued a Request for Qualifications (RFQ) for Prosecutorial Services to conduct local criminal prosecutions at the 52-1 District Court in Novi. Thirteen proposals were received from various attorneys and law firms in response to the RFQ. Administrative staff from the Police Department reviewed the proposals and narrowed the field of respondents to two firms: Cooper, Shifman, Gabe, Quinn & Seymour and Secrest Wardle. A summary of the top bidders is as follows:

Bidding Firm	Fee/Hourly Rate	Comments
Cooper, Shifman, Gabe, Quinn & Seymour	\$110/hour	

Cooper Shifman was recommended for approval by staff based upon total years of experience, experience in Oakland County, accessibility, previous experience with Novi staff, and availability of attorneys to the City to handle the Novi cases. Although the proposals were submitted some time ago, but not reviewed by staff or considered by the Consultant Review Committee until September 2006, Cooper Shifman did agree to honor the hourly rate (\$110/hour) as submitted in February 2005. Additionally, Secrest Wardle withdrew from consideration in October 2006 following the departure of one of their attorneys who would have been the principal in charge of this work for the firm.

This will be a two-year agreement with an additional one-year renewal option.

RECOMMENDED ACTION

Approval of Consultant Review Committee's recommendation to enter into a Memorandum of Understanding agreement with Cooper, Shifman, Gabe, Quinn & Seymour for prosecutorial legal services.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

— ORIGINAL
MOTION SHEET
— APPROVED AS
SUBMITTED

CITY OF NOVI
CITY CLERK'S OFFICE

MEMORANDUM OF UNDERSTANDING
RE: PROSECUTORIAL LEGAL SERVICES

06 DEC -1 PM 1:10

The City of Novi, herein called "City," and Cooper, Shifman, Gabe, Quinn & Seymour, herein called "Attorneys," agree as follows:

1. The City Council of the City of Novi employs the Attorneys as special counsel to represent the City in the prosecution of ordinance and/or code violations of the City.
2. The Attorneys shall comply with the insurance provisions described in the attached Exhibit A – Insurance Requirements.
3. The Attorneys shall perform the services described in the attached Exhibit B – Scope of Services.
3. For the services described in Section 2 above, the Attorneys shall be paid as described in the attached Exhibit C – Letter from the Attorneys dated October 12, 2006 and response from the Attorneys dated February 10, 2005.
4. Fees for services as outlined above may be adjusted in accordance with revised schedules as may be approved by both parties in conjunction with adoption of the City's budgets.
5. Charles Y. Cooper, Principal shall be primarily responsible for the provision of the services listed, and he shall attest to the accuracy of all invoices submitted pursuant to this agreement. Attorneys agree that a sufficient number of attorneys shall be assigned to the City's work to assure timely delivery of services.
6. This Agreement shall continue and remain in effect for a period of two (2) years, with the option of an additional year through mutual consent, or until a notice of termination is earlier provided by either the City Council or the Attorneys. Either party may terminate this agreement at any time upon sixty (60) days written notice to the other for any reason. In the event of termination the parties agree to cooperate in the transition to successor legal counsel in conformance with State Bar of Michigan ethical guidelines to protect the public interests of the City.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement on the date below stated.

CITY OF NOVI

By:



David Landry, Mayor

By:



Maryanne Cornelius, City Clerk

Cooper, Shifman, Gabe, Quinn & Seymour

By:



Dated: _____

11.29.06

Exhibit A Insurance Requirements

Insurance Requirements

1. The Attorneys shall maintain at its expense during the term of this Agreement, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Attorneys shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an “Occurrence Basis” with limits of liability not less than **\$3,000,000** (Three Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$3,000,000** (Three Million Dollars) each person and **\$3,000,000** (Three Million Dollars) each occurrence and/or aggregate minimum property damage limits of **\$3,000,000** (Three Million Dollars) each occurrence and/or aggregate.
 - d. The Attorneys shall provide proof of **Professional Liability** coverage in the amount of not less than **\$3,000,000** (Three Million Dollars) per occurrence and/or aggregate.
2. The Attorneys shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. If during the term of this Agreement changed conditions or other pertinent factors should in the reasonable judgment of the city render inadequate insurance limits, the Attorneys will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Attorneys' expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the city.
4. All policies shall name the Attorneys as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the city.

All policies except Professional Liability insurance shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to Carol J. Kalinovik, Purchasing Director, City of Novi, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Agreement, the Attorneys shall require each Attorney to effect and maintain at least the same types and limits of insurance as fixed for the Attorneys.
6. The provisions requiring the Attorneys to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Attorneys under this Agreement.
7. The city has the authority to vary from the specified limits as deemed necessary.

Exhibit B
Scope of Services

Scope of Services

The Attorneys shall perform and/or represent the City regarding the following services:

- Prosecution of misdemeanor offenses as defined in the city codes and ordinances.
- Prepare and present criminal cases for bench and/or jury trial.
- Attendance at the 52-1 District Court on the determined City of Novi court day.
- Attendance at all formal hearings and pre-formal hearings involving Novi Police personnel or Novi Police cases.
- Attendance at all pre-trial hearings involving City of Novi Police personnel or Novi Police cases.
- Set a day and time for office hours at the Novi Police Department Prosecutor's Office (minimum of three hours per week or as needed) for review of cases filed by Novi Police personnel and consultation with Novi Police personnel.
- Communicate charging decisions to victims and police personnel.
- Lead misdemeanor criminal cases through the court process.
- Coordinate the subpoena of victims, witnesses and police personnel with the Novi Police Court Services personnel.
- Coordinate the discovery process involving Novi Police reports, statements, evidence, etc. with attorneys representing defendants in criminal cases.
- Work with the Chief of Police and/or his/her designee to improve the effectiveness and efficiency of cases presented for prosecution by the Novi Police Department.
- Provide legal research as it relates to the city codes and ordinances.
- Inform Novi Police personnel of statutory changes that could impact the city codes and ordinances.

LAW OFFICES
COOPER, SHIFMAN, GABE, QUINN & SEYMOUR
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October 12, 2006.

Carol J. Kalinovik, Purchasing Director
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

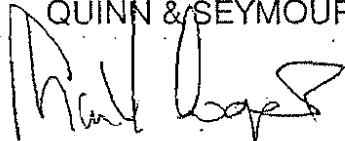
Re: Fee Proposal by Cooper, Shifman, Gabe, Quinn & Seymour

Dear Ms. Kalinovik:

Pursuant to the Request for Qualifications please find enclosed our fee proposal which is being submitted under separate cover. Our fee proposal is \$110.00 per hour.

Yours very truly,

COOPER, SHIFMAN, GABE,
QUINN & SEYMOUR



Charles Y. Cooper

CYC/sm

Cc: Chief David Malloy