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CITY of NOVI CITY COUNCIL

Agenda Item C December 17, 2012

SUBJECT: Approval of recommendation from Consultant Review Committee to award a contract for General Counsel Legal Services to Johnson, Rosati, Schultz and Joppich PC for a three-year term and two one-year renewal options, and adoption of associated fees and charges, effective January 1, 2013.

SUBMITTING DEPARTMENT: City Manager

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

This past fall the Consultant Review Committee (CRC) directed City Administration to review the attorney contracts that are set to expire on December 31, 2012. In March, the City entered into a short-term agreement with a new law firm, Johnson, Rosati, Schultz and Joppich PC (JRSJ), as the City's longstanding legal representative, Tom Schultz, and colleagues joined and created a new firm. A shorter contract was proposed and approved by City Council in order to keep all the City's legal counsels on the same timeframe. The Consultant Review Committee convened on December 4, 2012 to meet with Mr. Schultz to discuss the current contract with JRSJ. The CRC determined the transition to the new firm by Mr. Schultz and colleagues has proved luxuriant for both the firm and the City of Novi. Following the meeting with JRSJ the CRC unanimously voted to recommend a three-year agreement with Johnson, Rosati, Schultz and Joppich PC with two one-year renewal options in 2017 and 2018.

The agreement provides for meeting attendance assignments as follows:

- City Council:** Thomas Schultz
- Planning Commission:** Thomas Scuhltz and Gary Dovre
- Zoning Board of Appeals:** Beth Kudla-Saarela

A portion of the conversation between Mr. Schultz and the CRC pertained to the hourly rate structure. Recognizing and realizing the economic uncertainty facing the City of Novi, a reduced rate was proposed to the City back in 2010. After discussing with the City Attorney the CRC recommend to City Council to include in the new contract rates that return JRSJ to the City Attorney level originally awarded in 2007. In doing so, it would reinstate a \$5 an hour fee that was reduced back in 2010 when the City received competitive bids.

<u>Position</u>	<u>Current Hourly Rate</u>	<u>Proposed Hourly Rate</u>
Partners	\$125.00	\$130.00
Senior Associates	\$120.00	\$125.00
Associates	\$110.00	\$110.00

The resulting change to the hourly rate, based on the billable hours of 2012 YTD, would add an additional \$18,000 to the City's budget.

RECOMMENDED ACTION: Approval of recommendation from Consultant Review Committee to award a contract for General Counsel Legal Services to Johnson, Rosati, Schultz and Joppich PC for a three-year term and two one-year renewal options, and adoption of associated fees and charges, effective January 1, 2013.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

CONTRACT FOR GENERAL LEGAL COUNSEL SERVICES

BETWEEN

THE CITY OF NOVI

AND

JOHNSON, ROSATI, SCHULTZ & JOPPICH PC

Effective January 1, 2013

CONTRACT FOR GENERAL LEGAL COUNSEL SERVICES

AGREEMENT between City of Novi (“Novi”) and the law firm of Johnson, Rosati, Schultz & Joppich PC (the “Firm”) for the provision of General Legal Counsel services for Novi.

RECITATIONS:

The Charter of the City of Novi, Chapter 4, Section 4.10, makes provision for the establishment of a general legal counsel, or city attorney, for the City.

The Novi City Council determined to retain the Firm’s services, on the terms and provisions described below.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

IN GENERAL

Novi retains the Firm to provide General Counsel Services for Novi, which shall include the provision of all legal counsel services as set forth in The Charter of the City of Novi, Chapter 4, Section 4.10, with the exception of: prosecuting traffic violations in the District Court, providing labor and employment law services, and providing bond counsel services. Such General Counsel Services shall be provided in accordance with the terms and provisions of this Agreement. The authority and responsibility for General Counsel Services under this Agreement shall commence on January 1, 2013.

As of the date of this Agreement, services to the City are intended to be provided by a team of attorneys from the Firm. Thomas R. Schultz, a Shareholder (Partner) in the Firm, will be the City’s business contact person. Mr. Schultz will oversee the Firm’s General Counsel Services to the City of Novi, will serve as principal attorney for contact and will provide day-to-day services and advice along with Elizabeth M. Kudla Saarela. Gary Dovre and Carol Rosati are proposed as the key attorneys to serve as the principal back-up attorneys. Stephanie Simon-Morita, will provide representation on Tax Tribunal matters. Chuck Snell and/or Beth Kudla-Saarela will be assigned to the District Court for ordinance enforcement purposes.

SERVICES ANTICIPATED TO BE PROVIDED

The services anticipated to be provided by the Firm under this Agreement are the following, among others:

1. Attend meetings of the City Council, Planning Commission and Zoning Board of Appeals, and attend meetings with and on behalf of members of the City Administration as required to undertake the legal business of the City and/or required to provide general legal counseling and consultation.

2. Prepare legal opinions and agreements, prepare codes and ordinances, and amendments of such documents, and proactively make recommendations in the interest of Novi.
3. Assist with City planning.
4. Provide City zoning services.
5. Represent Novi in litigation, including Circuit Court, Court of Appeals, Supreme Court, Federal Court, Tax Tribunal and administrative proceedings; and, monitor litigation in which legal counsel has been assigned by Novi's insurance provider, including review of billings and serving as co-counsel on appropriate cases, as determined by the City Council.
6. Work with the City Administrator to enhance the City.
7. Provide environmental law services.
8. Provide services in connection with infrastructure installation and finance (with the exception of bond counsel services).
9. Provide services relative to telecommunications matters.
10. Provide services relative to real estate and condemnation matters.
11. Prepare for and attend monthly meetings of the City Council (or on other periodic basis as the City shall determine appropriate) for the purpose of summarizing and receiving direction from Council on pending litigation.

The services to be provided by the Firm under this Agreement shall not include the prosecution of traffic violations in the District Court, or the provision of labor and employment law services or bond counsel services.

MANAGEMENT AND PROVISION OF SERVICES

The following reflects current staffing by the Firm. The firm will notify the City of any expected or required changes in personnel.

Meeting Attendance

- City Council: Thomas Schultz
- Planning Commission: Thomas Schultz, Gary Dovre, Carol Rosati, or other designate
- Zoning Board of Appeals: Beth Kudla Saarela

Day-to-Day Advice, Calls and Meetings

This function will be performed by Thomas Schultz, Beth Kudla Saarela, and Gary Dovre. Thomas Schultz and Beth Kudla Saarela will be available for phone calls and conferences and for meetings out of the office as requested. In addition, if the City would like an attorney to maintain regular office hours at the City (e.g. specified time at the City each week). Thomas Schultz and Beth Kudla-Saarela would represent the Firm for this service.

Litigation

As desired by the City, and depending upon the specific subject matter at issue, litigation will be handled by Thomas Schultz, Carol Rosati, Gary Dovre, Christopher Johnson, or other designate.

Tax Tribunal

Tax assessment litigation, claims of tax exemptions and challenges to special assessments will be handled by Stephanie Simon Morita.

Real Estate and Condemnation

Real Estate and Condemnation will be handled by Thomas Schultz and Beth Kudla Saarela with the assistance of Gary Dovre and Steve Joppich.

Agreements

Agreements will be reviewed and prepared by Thomas Schultz and Beth Kudla Saarela, with the assistance of and other attorneys in the Firm (as needed, depending on the need for particular expertise, e.g. a contract with sensitive environmental aspects may also be reviewed by the Environmental Group of the Firm).

Planning and Zoning

Planning and zoning matters will be handled by Thomas Schultz, Gary Dovre, Carol Rosati, Steve Joppich, or other designate.

Infrastructure

Infrastructure issues, including sewer, water, drainage, roads, sidewalks and the like, will be handled by Thomas Schultz and Beth Kudla Saarela, with assistance by Gary Dovre.

Telecommunications

Telecommunications matters will be headed up by Tom Schultz or Gary Dovre.

Prosecutions

Code enforcement matters will be handled by Chuck Snell, Steve Meads, or Beth Kudla Saarela.

COMPENSATION AND BUDGET

The Firm shall provide legal services based exclusively upon an hourly rate compensation agreement. The following rates for legal services shall apply, based upon the classification of attorneys within the Firm:

Partners:	\$130.00 per hour
Associates:	\$125.00 per hour

The partners who are likely to provide services to the City under this Agreement are Thomas Schultz, Christopher Johnson, Carol Rosati, Steven Joppich, Laura Amtsbuechler, Steve Joppich, and Steven Meads.

The associates who may provide services to the City under this Agreement are Beth Kudla Saarela, Stephanie Simon Morita, Gary Dovre, and Chuck Snell.

On the date of this Agreement, the attorneys in the Firm and their respective classifications are as set forth above. Classifications may change within the Firm and in such event notice of same will be given to the City for approval of a change in classification for purposes of this Agreement.

Costs for copying, faxing, mileage, phone, computer research and postage for the monthly billing period shall be billed at a flat 2% of the total monthly billing. Other costs incurred or advanced on behalf of Novi, such as costs for trial transcripts, expert fees and the like shall be paid or reimbursed by Novi.

A special arrangement applies for matters to be billed under the City Ordinance Code provision for the escrow of fees by applicants for legal review prior to City action. The following general rules shall apply to legal reviews understood to be financed by escrowed funds:

- Unless directed otherwise, the Firm shall not commence work on a matter to be financed by escrowed monies until the Firm receives a written or electronic notice from the City Manager or City Finance Director, or a person designated by the City Manager or Finance Director, that the escrow monies have been collected for the respective review.

- Unless otherwise approved, the Firm shall not be paid an amount in excess of the amount specified in the ordinance or resolution, or the amount estimated by the Firm for the particular review, as applicable for the respective review.

Detailed monthly billing statements shall be provided within 30 days after the period covered in the bill, specifying the attorney performing each service, the date, description and time expended for each service performed, and an itemization of expenses to be reimbursed. Except amounts coverage under the 2% category, as specified above, expenses shall be billed at cost, without an add-on multiplier.

ASSIGNMENT OF WORK AND DURATION OF AGREEMENT

Legal work shall be consistent with the contemplation of the City Charter and shall be assigned as specified in the proceeding section of this contract, and matters involving the assessment of property taxes may be assigned by the City Assessor. Modifications of this authorization for the assignment of work, and/or any other modifications of the interrelationship of the City and Firm shall be provided by action of the City Council if the modification is initiated by the City, or by the management of the Firm if initiated by the Firm.

This Agreement shall continue and remain in effect until December 31, 2016, with an option on the part of the City to renew for a fourth (2017) and fifth year (2018), or until a notice of termination is provided by either the City Council or the Firm. A notice of termination may be given at any time by either the City or the Firm.

CITY OF NOVI

By: _____
BOB GATT, MAYOR

By: _____

JOHNSON, ROSATI, SCHULTZ & JOPPICH PC

By: _____
THOMAS R. SCHULTZ

Dated: Effective January 1, 2013.



CITY COUNCIL

CITY OF NOVI

Consultant Review Committee Meeting

Tuesday, December 4, 2012 at 6:00 p.m.

Mayor's Conference Room | Novi Civic Center | 45175 W. Ten Mile Road

Meeting called to order at 6:07 p.m.

COUNCIL MEMBERS PRESENT: Council Members Casey, Staudt, Wrobel

OTHERS PRESENT: Victor Cardenas, Assistant City Manager
Tia Gronlund-Fox, Director of Human Resources
David Molloy, Director of Public Safety/Chief of Police
Melissa H. Place, Administrative Assistant

APPROVAL OF AGENDA

Moved by Casey, supported by Wrobel; CARRIED UNANIMOUSLY: To approve the agenda as presented.

APPROVAL OF MINUTES

Moved by Casey, supported by Wrobel; CARRIED UNANIMOUSLY: To approve the November 14, 2012 meeting minutes as presented.

PURPOSE OF THE MEETING

1. Interviews for Labor Relations and Employment Law Legal Services.

Mr. Victor Cardenas explained it was a good time to test the market to see what kinds of proposals would be received. A Request for Proposal was advertised, and the City received 10 proposals but not all the firms had relevant and significant municipal labor law experience. Out of these submissions two firms have significant 312 Arbitration experience and provided a sound proposal. The firms are Keller Thoma and Steven H. Schwartz & Associates. Ms. Gronlund-Fox added that Keller Thoma has been the firm providing this service since she has been with the City, and they are familiar.

Mr. David Staudt commented as a whole City Council has not been thrilled with the recent arbitration awards. Ms. Gronlund-Fox understands and does not know why the outcomes were what they were; however, she is not surprised. Mr. Staudt said with the majority of decisions he was not surprised but he was by the Police PA 312 Arbitration award. Ms. Gronlund-Fox believes with the increase of contributions to health care the arbitrator focuses on balancing this cost by awarding a salary increase of 1.5%. [Mr. Staudt says basically the money is given not because they are doing a good job to merit a raise.] Ms. Gronlund-Fox explained when there is an award it is given across the board, which is the reality.

Mr. Staudt commented the City counts the pennies and the arbitrator passes it on without a blink. Mr. Wayne Wrobel said the City is non-profit with a defined income. While we are seeing movement in developments (residential & commercial), the only true way to get more funds is with a tax increase. Are there any specific points to mention, asked Mr. Staudt? Ms. Gronlund-Fox mentioned the arbitration outcomes, the lack of correspondence and communication. However, Keller Thoma recently hired an attorney and the City has gotten more responses, along with Dennis DuBays' role over the next few years. Mr. Staudt asked if DuBay would be retiring. Mr. Cardenas said that is a possibility in the near future (next five years). Has anyone other than DuBay been involved with 312 Arbitration, asked Mr. Staudt? Ms. Gronlund-Fox said no. Richard Fanning has been involved in grievances.

a. Keller Thoma – Dennis DuBay and Richard Fanning

Mr. Cardenas welcomed the representatives and commented this interview is the end result of the process. Keller Thoma is one of two firms being interviewed tonight. This is an opportunity for clarifications and to share your thoughts. Mr. Staudt continued that the City is very familiar with Keller Thoma but thought it was a good idea to cast out a net to see what is out there. We know Keller Thoma has great qualifications but we were not excited about the recent 312 Arbitration decisions.

Mr. Rick Fanning explained the firm has 20+ attorneys that practice labor and employment relations law. Keller Thoma is known for credibility and our reputation. Hopefully, Judges respect our work. The firm has attorneys for Family Leave Act, Americans with Disabilities Act, Workers Compensation, etc. We have the resources and add value for the clients. Mr. Staudt asked if there were any questions. Ms. Laura Marie Casey asked for their expertise? How is information shared? Does Keller Thoma schedule trainings and seminars? Mr. Fanning said information is shared electronically. The firm recently hired three attorneys and one is tasked with monitoring and distributing legislative updates. We have done seminars in the past but it is difficult to get everyone in a room. Mr. DuBay added that seminars are good that day but things are changing consistently. A decision was made not to do seminars.

Mr. Wrobel asked out of the 20+ attorneys, how many are dedicated to Novi? Mr. DuBay said Rick Fanning is the lead and then there are four/five others that can assist if needed. Mr. Staudt commented that Mr. DuBay is the primary 312 Arbitrator so he asked Mr. DuBay how much longer he plans to practice. Mr. DuBay answered his goal is to go to part-time eventually. Mr. Fanning does 312 Arbitration(s) for other cities so he is very familiar and experienced. So, your intent is to be with the firm over the next five years, asked Mr. Staudt. Mr. DuBay commented he would like to transition to "of counsel" and only work a couple days a week. Mr. Staudt commented his opinion is that Mr. DuBay is spread pretty thin and some of our needs are not being met. Mr. DuBay said Keller Thoma is a great firm with a great record.

Who is the next person for 312 Arbitration, asked Mr. Staudt? Mr. Fanning said he does 312 Arbitration for other cities, and would like to represent Novi in their next 312 hearing. Mr. Staudt said 312 Arbitration brings its challenges. However, there has to be some balance. The City's ability to pay is an issue; with a healthy fund balance Arbitrators are more likely to award wage increases. Is there any option to 312 Arbitration, asked Mr. Staudt? Mr. Fanning said the arbitration process is not going away but Public Act 54 is a positive for city/township governments.

What is the next step now, asked Mr. Fanning. Mr. Staudt said a recommendation will be made tonight and be brought to City Council at their December 17, 2012 meeting.

b. Steven H. Schwartz & Associates – Steven Schwartz and Gregg Schultz

Mr. Staudt gave the welcome and opened up dialogue for discussion. Mr. Steven Schwartz began by stating the majority of his municipal clients are communities with a strong mayor form of government and some of the communities are in a critical state of how to avoid emergency financial management.

Are you involved in a lot of 312 Arbitrations, asked Mr. Staudt? Mr. Schwartz said yes and has won all but one. Mr. Gregg Schultz added he had a recent case in Plymouth Township as well. Mr. Schwartz commented most employers are slow in using legislation, such as Public Act 54, as an effective tool for negotiations. The majority of unions would rather not go to arbitration. Ms. Gronlund-Fox said that is not the case in Novi. Mr. Schwartz said an option is to have contracts end when the insurance rates increase. Mr. Staudt said Novi is financially sound because of proper and deliberate planning while other cities are not. Mr. Schwartz said Novi has a healthy Fund Balance so it makes it difficult to argue otherwise. Novi has done some positive steps like going to Defined Contribution and to the 80/20 cost share for employee health care premiums. However, the next five years economically are not going to be great.

What can your firm do better or stand out from Keller Thoma, asked Mr. Wrobel? Mr. Staudt added that Mr. DuBay has been the primary for 15 years. The City has frozen administration wages for a number of years and made staff cuts. Still, we have a small fire personnel and a large police group. Mr. Schwartz said he and Mr. Schultz are doing cutting-edge work with City of Detroit Water Department and have successfully negotiated nine contracts. Negotiation mood needs to be reformed, time does matter, control is needed, and an agenda needs to be set.

Recently, we worked with Bay City, and received a contract over Keller Thoma, which was combining police and fire personnel into one discipline to form a Public Safety Department. Mr. Staudt said Novi has a Public Safety Department. Mr. Schwartz said this is different in that officers fill both roles; police and fire. Each individual is trained to do fire and police services. We were hired and an agreement is signed.

Novi is looking to have responses within a reasonable timeframe. How does the firm handle calls, asked Mr. Staudt? Mr. Schwartz said we typically return calls in a few hours or no more than a day. Mr. Schultz and I work closely with our schedules so that we can meet the needs. Mr. Staudt said Novi is a Council/Manager form of government. It seems this form has a stronger depth of labor knowledge. Mr. Schwartz said that is true and is a good thing. There is much less education needed when a City has knowledgeable administrators and staff. The City needs to think strategically from the beginning of negotiations when dealing with a 312 Arbitration eligible group. Mr. Staudt asked how did your firm get the Bay City job over Keller Thoma? Mr. Schwartz said he had delivered a short speech at a conference about new legislation and how to apply these laws, and the Human Resources Director from Bay City was in attendance. We met and came to an agreement of representation. The Bay City Manager was not confident that Keller Thoma could do the job.

Mr. Staudt said he learned from the previous Mayor Landry that Council Members need to come to a meeting to vote. This was great advice. It is important to get things accomplished. How does your firm share information, changes in legislature, etc.? Mr. Schwartz shared an article he wrote for *Lawnote* publication on changes in the public sector for labor law titled *Overview of Two Major Changes in Michigan Public Sector Labor Law* published on January 19, 2012. We are continuously reviewing what is happening at the State and Federal levels and sharing electronically. We learn of the changes and pass it on like the Right to Work. Mr. Staudt asked what that means to Novi. Mr. Schwartz said not as many grievances, arbitration and 312 Arbitrations.

Ms. Casey asked how they, Mr. Schwartz and Mr. Schulz, work with each other on who does what, etc. Mr. Schwartz explained that Mr. Schultz does the employment relations and the day-to-day is up to the City. Each of us can do the work and share with the other what is going on. As an example, if Mr. Schwartz gives the City a direction/advise than he would continue through with that item.

Moved by Casey, supported by Thoma; CARRIED UNANIMOUSLY: To engage Keller Thoma to provide Labor Relations and Employment Law Legal Services for a three year contract with two one-year renewal options.

Break

2. Discussion with representatives from Gabe, Quinn & Seymour, Prosecuting Attorney – Matt Quinn, Phil Seymour, Scott Baker

Mr. Staudt opened the discussion that a few years ago he learned about the role of the prosecutor and thought it was a good idea for the new Council Members, serving on the committee, to get an understanding of the role. So, here is an opportunity to give an overview and share how much longer you plan to practice to share your institutional knowledge with Mr. Baker, as an example.

Mr. Phil Seymour said he first started in 1977 with Novi and has been an attorney for 38 years. The week starts out on Monday's at 52-1 District Court for pre-trials, pre-formal hearings, and walk-ins followed that afternoon with bench trials and formal hearings. Then every other Thursday at the police department reviewing complaints or writing reports. Also, Mr. Baker handles the court. Mr. Staudt asked how many cases does he see in a week? Over 50 cases, answered Mr. Seymour. How much time is that, asked Mr. Staudt? Mr. Seymour responded about 50 to 70 hours a month. Mr. Baker handles Novi as well. He is the point of contact if I am not available.

Mr. Staudt asked what proactive things, like sharing of information, does the firm actually distribute? Mr. Seymour said recently there was a Federal Law case that Mr. Quinn became aware of about identity theft pertaining to parking tickets. There was a class action case where parking tickets were left on a windshield, not unlike Novi, which contained name, address, birthdate, driver's license, etc. Of course, all of this information is not necessary to write a ticket. Mr. Quinn shared this information with me and it was forward to parties that would find it useful, such as Novi. Chief Molloy said that was important information that was shared with his command officers who in turn shared with the road patrol officers.

Mr. Wrobel asked how many cases go to trial? Mr. Seymour answered most are domestic disputes or driving while intoxicated. Mr. Staudt asked if he represents at Circuit Court? Mr. Seymour said no. Those cases start out as a circuit court case and move through the system. However, there has been a change where high Blood Alcohol Concentration punishment has gone from 93 days to 180 days which we can enforce but may go to Circuit Court on appeal. Mr. Wrobel asked about Minors in Possession. Chief Molloy responded there are some changes but there are cases if the minor follows the rules their record is expunged in six months.

Mr. Staudt asked what does Mr. Seymour do at court? Mr. Seymour said pre-trials but most of the cases are resolved. While the charge is reduced the court costs are incurred at the higher charge. Mr. Staudt commented they are doing a great job and trust they will continue do good work for Novi.

Moved by Casey, supported by Wrobel; CARRIED UNANIMOUSLY: To engage Gabe, Quinn & Seymour to provide Prosecution Attorney Services for a three year contract with two one-year renewal options.

3. Discussion with representatives from Johnson Rosati Schultz & Joppic – Legal Services – Thomas Schultz

Mr. Staudt opened the discussion by stating City Council approved the firm for a one-year extension after the move in March to set the firm for future multi-year contract. Mr. Thomas Schultz commented the newly organized firm is strong and working out better than expected for this short time of adjustment. Mr. Staudt mentioned he likes Gary Dovre. Mr. Schultz said Mr. Dovre has been with the firm for about four months but they worked together for 20 years at a previous firm. He brings a lot of experience.

Mr. Staudt asked Mr. Schultz if he was going to continue being the primary contact. Mr. Schultz said most definitely. Beth Kudla Saarela will cover Zoning Board of Appeals and Gary Dovre will most likely assume the Planning Commission responsibility. They are available to assist in my absence, too. Mr. Wrobel asked how many attorneys are in the firm? Mr. Schultz responded there are a total of 28 with eight of those out of the Lansing Office. That office's main focus is insurance defenses and labor law. Is the firm looking to hire more labor attorneys, asked Mr. Staudt? Mr. Schultz said this is a possibility.

Mr. Staudt asked Mr. Schultz about Steve Schwartz. Mr. Schultz said he is familiar with Mr. Schwartz since he is on the Farmington Hills Planning Commission. Mr. Wrobel asked if he is aggressive at the meetings? Mr. Schultz said he listens but is not shy to give his opinion. Mr. Wrobel said the Committee likes his approach and wonders if there is any way to use both firms of Keller Thoma and Steve Schwartz & Associates? Mr. Staudt said while Keller Thoma is a large firm Mr. Schwartz had some interesting ideas. We would like you to think about how we might use both firms. We believe there may be some benefit. Is there anything keeping the City from hiring another firm for something specific? Mr. Schultz said there is nothing saying the City cannot hire as many as attorneys as they want. However, the contractual firm would need to be informed of the intent.

So, Council/administration could direct you to look into another firm for an issue, asked Mr. Staudt. Mr. Schulz said yes. As an example, when the City was in negotiations for the

Signature Park property there was an issue about mineral rights. It was beyond my knowledge as well as anyone at the firm's scope so it was suggested to hire an attorney for that expertise.

Mr. Staudt asked Mr. Cardenas if the City is looking for the same contract timeframe? Mr. Cardenas said yes, which is a three-year term with the option of two one-year renewals. How does that match up with other cities, asked Mr. Staudt. Mr. Cardenas said comparable. Mr. Staudt thanked Mr. Schultz for his time.

Moved by Wrobel, supported by Casey; CARRIED UNANIMOUSLY: To engage Johnson Rosati Schultz & Joppic, for Legal Services for a three year contract with two one-year renewal options.

Discussion

Mr. Wrobel liked the Schwartz/Schultz approach. Mr. Staudt agreed. He is not sure if we are getting everything we can, not unlike the Plante & Moran issue. Mr. Cardenas understands the viewpoint. It is likely police will go to arbitration. Schwartz/Schultz did have a unique approach. Mr. Staudt asked Mr. Cardenas to talk with Mr. Pearson about what we can do to use them like bringing them in to talk to City Council in an Executive to gain some ideas.

AUDIENCE COMMENTS – None

Moved by Casey, supported by Wrobel; CARRIED UNANIMOUSLY: To adjourn the meeting at 8:40 p.m.