

## **CONTRACT FOR CITY ATTORNEY**

**IT IS AGREED** by and between the **CITY OF EASTPOINTE**, (hereinafter referred to as "City") and **ROBERT D. IHRIE, P.C. d/b/a "IHRIE O'BRIEN"** (hereinafter referred to as "Attorney"), that the **CITY OF EASTPOINTE** shall continue to employ the Attorney subject to the terms and conditions set forth herein.

### **I. DUTIES**

The Attorney shall perform all duties assigned that are legal and within the scope of employment as provided in the City Charter, any applicable ordinance, or as determined by the City Council for the efficient legal management of the City. The Attorney shall serve at the pleasure of the City Council and, subject to the contract terms herein, his employment may be terminated at any time by a majority vote of the City Council.

The Attorney agrees to use Tim Ferrand as the MMRMA, liability insurance attorney for all insurance related issues.

### **II. TERM**

The Attorney's present term of employment shall begin on July 1, 2021 and shall expire on June 30, 2024. At least thirty (30) days before expiration, the City Council and the Attorney may negotiate the extension of this Agreement for an additional time period as agreed by the parties.

### **III. COMPENSATION**

The City shall pay to the Attorney a retainer fee of \$98,000.00 for the 2021-2024 contract years as follows:

- A. \$49,000.00 to the Attorney in equal monthly installments for the services set forth below in section 1;
- B. \$49,000.00 to the Attorney in equal monthly installments for Court prosecution duties as set forth below in section 2.

The monthly retainer rates set forth above to be paid to the Attorney shall be for the following services:

**Section 1:**

- A. Attendance at all regular City Council meetings.
- B. Attendance at all special City Council meetings when requested by Council.
- C. Attendance at all meetings of the Planning Commission, Zoning Board of Appeals, Fence Board of Appeals and Sign Board of Appeals.
- D. Preparation of City Ordinances and Resolutions and legal research related thereto.
- E. Preparation of Legal Opinions for the City Council, City Manager and Department heads, plus legal research related thereto.
- F. Attendance at meetings when requested by the City Manager or other Department heads.
- G. Giving of legal advice to the City Manager and all Department heads.
- H. Preparing and conducting Seminars for Department heads and members of City Boards and Commissions.
- I. Answering telephone inquiries from Department heads or other City Officials and their secretaries.
- J. Answering telephone inquiries from citizens, attorneys and other interested persons or municipal officials on City-related matters.
- K. Meeting with citizens on City-related matters.
- L. Conferences with other members of the Department of Law on City-related matters.
- M. All telephone calls with City employees.

The monthly retainer fee to be paid to the Attorney for Court prosecution shall be for the following services:

**Section 2:**

- A. Appearance and handling of misdemeanor and civil infraction matters in District Court on regular court days.
- B. Issuing warrants on ordinance matters.
- C. Meetings with complainants on ordinance violations.
- D. Investigation on ordinance violations.
- E. Answering telephone inquiries from citizens and attorneys on ordinance violations.
- F. Legal advisor to the police department on criminal misdemeanor matters.
- G. Discussions with District Judge and District Court regarding ordinance violation matters.
- H. District Court misdemeanor Jury Trials including preparation for trial, investigations, contacting witnesses and complainants.
- I. All telephone calls with City employees.

In addition to the retainer fee, the City shall pay to the Attorney the sum of \$110.00 per hour for the 2021-2023 contract years for the following services not covered by the retainer fee:

- A. All court related matters in all courts, except as listed in Section 2 above, including preparation of pleadings, legal research meetings, conferences and correspondence with witnesses, trial of cases and miscellaneous court appearances.
- B. Appearance at all administrative agency matters, including appearances at the Michigan Employment Relations Commission, Michigan Employment Security Commission, Michigan Tax Tribunal, Liquor Control Commission, Election Commission, Michigan Civil Rights Commission, EEOC, Civil Service Commission, Pension Board, Building Board of Appeals and all other administrative agencies, including the preparation of pleadings, legal research, meetings, correspondence and conferences with witnesses and the conducting of adversarial proceedings.
- C. All labor relations matters, including Act 312 Arbitration in regard to police and fire department contracts, contract grievance arbitration matters including the conducting of investigations, the preparation of all documents, exhibits, legal research and preparation of briefs, meetings and conferences with witnesses and advising the City Manager and all Department heads and appearances at all hearings thereon.
- D. All contract negotiations, including strategy sessions.
- E. Preparation of Deeds, Leases and other real estate papers.
- F. Filing of claims against insurance companies or attempts to collect damages on non-insured matters.
- G. Review and approval of all City Contracts.
- H. Preparation of all City Contracts, including negotiations, research and review.
- I. Handling of all Appeals from the District Court to the Circuit Court, including the preparation of the Appeal papers, appearances for trial in Circuit Court, legal research, meetings, conferences and correspondence with witnesses.
- J. Freedom of Information Act (FOIA) requests that utilize Attorney time.
- K. The processing of "Pre-Charge Diversion Letters" in an amount "per letter" to be set by City Council resolution.
- L. That although this list of services for the hourly fee is an attempt to be all encompassing, it is understood that there may be services rendered by the Attorney that are not part of the above list, but shall be paid at the agreed upon hourly rate.

The Attorney or his named designate's duties as set forth in this Agreement are considered to be interchangeable and either the attorney or his designate may perform any or all of the said services for the agreed-upon retainer fee.

For contract year 2023-2024, the hourly rate shall be \$120.00 for services not covered by the retainer fee.

**IV. PERFORMANCE STANDARDS AND EVALUATIONS**

The City Council shall annually formally evaluate the performance of the Attorney. The Council and the Attorney shall define the goals and performance objectives to be achieved.

**V. GENERAL EXPENSES**


The City recognizes that certain expenses will be incurred by the Attorney while conducting City business. The City agrees to reimburse the Attorney for such reasonable expenses upon submission of receipts or statements.

**VI. INDEMNIFICATION**

The City shall defend, save harmless and indemnify the Attorney against any tort or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Attorney's duties. The City may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered.

Dated this Aug 3 day of July, 2021.

  
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MONIQUE OWENS, Mayor  
City of Eastpointe

  
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ROBERT D. IHRIE, Esq.  
City Attorney