

Resolution #2016-11

To Approve Contract With Keller Thoma, P.C. for Labor and Employment Legal Representation for January 1, 2016 through December 31, 2017.

Purpose and Finding: Given that the fields of labor relations and employment law are specialized areas of law, the City of Albion has utilized the law firm of Keller Thoma, P.C. for legal representation in those areas of law for the past 25 years. There continues to be a good working relationship between the firm and the City of Albion. As such, both parties desire the representation to continue. Consequently, it is necessary enter into a written agreement for legal services for continued representation on labor and employment related matters. This contract would be retroactive to January 1, 2016 and extend through December 31, 2017. Additionally, the billing rates of Keller Thoma, P.C. would remain unchanged for the duration of the contract.

Council Member French moved, supported by Council Member Krause, to approve the following resolution.

RESOLVED, that the City of Albion shall enter into a written agreement with the law firm of Keller Thoma, P.C. for legal representation, as it relates to labor and employment matters, for the City for a period of two years, from January 1, 2016 through December 31, 2017.

I hereby certify that the above resolution was adopted on February 1, 2016, in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes 7

Nays 0

Absent 0

Jill Domingo
Jill Domingo, Albion City Clerk

LEGAL SERVICES AGREEMENT

between

CITY OF ALBION

and

KELLER THOMA, PC

LEGAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Albion, a Michigan municipal corporation, hereinafter called the "City", and Keller Thoma, PC, located at 26555 Evergreen Road, Suite 1240, Southfield, MI 48076, hereinafter called the "Law Firm";

- A. The Law Firm has provided legal services to the City in the field of labor relations and employment law for over twenty-five (25) years. During much, if not all, of that time the Law Firm and City have not had a written agreement;
- B. The City has asked that the relationship between the City and the Law Firm be reduced into a written agreement and the Law Firm has agreed to this request;
- C. By this Legal Services Agreement, the City and the Law Firm agree to the following terms and conditions for the provision of legal services for labor and employment matters;

NOW, THEREFORE, the parties hereto agree as follows:

- 1. **Legal Services.** The Law Firm shall perform legal services in the areas of labor and employment law as may be assigned through the City Council and/or the City Manager.
- 2. **Fees and Costs.** In consideration of the legal services rendered to the City, the Law Firm will be paid fees and costs as follows:

- (a) Hourly Rates –

Attorneys:	\$175/hr.
Paralegals:	\$110/hr.

These rates may be adjusted from time to time upon agreement and consent of the Law Firm and the City. However, the Law Firm agrees that these rates shall remain in place through December 31, 2017.

- (b) Billing Policy – The Law Firm shall submit a detailed monthly billing statement to the City for payment of legal services rendered. The hourly rates will be billed in decimal increments with a minimum of 0.25/hr. per entry. Travel time from the Law Firm's offices to a destination where legal services will be rendered on behalf of the City will be charged as follows: Actual travel time during normal business hours, one-half of actual travel time after normal business hours.
- (c) Payment or Reimbursement of Costs – The monthly statement will also detail the following costs for which the City will pay or reimburse the Law Firm:
 - i. Overnight Mail Charges - Actual Cost
 - ii. Transportation Expenses - \$0 - No Charge

- iii. Copies - \$0.20 per page
- iv. Telephone - Actual Cost
- v. Court or administrative filing fees - Actual Cost
- vi. Postage - Actual Cost

3. **Termination.** This Agreement is subject to termination by either party upon 30 days' written notice. The Law Firm shall be compensated for legal services rendered through the date of termination of its work on any matter.

4. **Non-Discrimination.** While this agreement is in effect, Keller Thoma, P.C., agrees not to discriminate against any qualified employee at their firm or qualified applicant for employment with their firm on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight.

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5. **Interpretation.** This agreement shall be interpreted under the laws of the State of Michigan.

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6. **Forum Selection.** The parties herein agree that any and all litigation arising out of this agreement shall be brought in the courts for Calhoun County, Michigan.

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7. **Miscellaneous.** Any amendments to this Agreement must be in writing and executed by both parties.

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IN WITNESS WHEREOF, and intending to be legally bound, the City and Law Firm have executed this Agreement.

WITNESS:

CITY OF ALBION

By: _____

By: _____

KELLER THOMA, PC

By: _____

KELLER THOMA

A PROFESSIONAL CORPORATION

COUNSELORS AT LAW

26555 EVERGREEN ROAD, SUITE 1240
SOUTHFIELD, MICHIGAN 48076
FAX 313.965.4480
www.kellerthoma.com

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January 15, 2016

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Also admitted in Virginia†

DENNIS B. DuBAY
Of Counsel

LINDA M. FOSTER-WELLS
Of Counsel

STEVEN H. SCHWARTZ
AND ASSOCIATES
Of Counsel

LEONARD A. KELLER
(1905 - 1970)
RICHARD J. THOMA
(1904 - 2001)

Ms. Sheryl L. Mitchell, City Manager
City of Albion
112 West Cass Street
Albion, MI 49224

Dear Ms. Mitchell:

This is to inform you that it has become necessary for us to raise our rates by \$10.00 per hour. Please understand that increasing rates was a very difficult decision. We represent a number of Michigan public employers, and are aware of the difficult financial times you have faced, and continue to face. We have not raised rates in a number of years and, like all businesses, our own increasing costs have made this decision necessary.

We value highly our professional relationship with the City, and look forward to continuing to efficiently meet your needs for legal services.

If any questions or concerns arise, please do not hesitate to call.

Very truly yours,

KELLER THOMA, A PROFESSIONAL CORPORATION



Richard W. Fanning, Jr.

RWF/dg

