

1:30 p.m. **Committee of the Whole Work Session of May 6, 2025.**

Call to Order.

Roll Call.

Introduction on Provision of Legal Services.

2:00 p.m. Bauckham, Thall, Seeber, Kaufman, & Koches P.C.

1. Firm Presentation (10 mins.)
2. Q & A (30 mins.)
3. Wrap-up (5 mins.)

3:00 p.m. Bloom Sluggett, PC

1. Firm Presentation (10 mins.)
2. Q & A (30 mins.)
3. Wrap-up (5 mins.)

4:00 p.m. Cummings, McClorey, Davis & Acho, P.L.C.

1. Firm Presentation (10 mins.)
2. Q & A (30 mins.)
3. Wrap-up (5 mins.)

Statements of Citizens.

Summary of Discussion and Next Steps.

Adjournment.

# **REQUEST FOR PROPOSAL**



Date Released: February 13, 2025

**REQUEST FOR PROPOSAL (RFP) NOTICE**  
**2025 RFP LEGAL SERVICES**

The City of Portage invites interested Firms to submit information regarding their experience, qualifications, and fees for **providing legal services including General Municipal Law and Prosecuting Services**. The award may result in a multiple year contract with a term of one (1) base year and four option (4) years.

Evaluations shall be based on the list of criteria contained in the Evaluation Criteria and Submittal Requirements. The proposal submitted should cover any and all expenses related to the project.

The Final decision on selection of the Firm for this project will be determined by the City of Portage Council. The City reserves the right to award a contract in parts, per lot, per item, per task or for the entire project, to award to multiple Contractors/Firms, to waive any irregularities, and to accept or reject any or all bids or parts of bids which it deems to best serve the interest of the City. In addition, contracts will be awarded pending City Council budget approval.

Questions and requests for clarification related to definition or interpretation of this RFP shall be submitted in writing prior to **5:00 p.m.** local time on **February 28, 2025** by email to:

Victoria Barboza, Purchasing Manager  
[purchasing@portagemi.gov](mailto:purchasing@portagemi.gov)

No questions will be accepted via telephone and oral explanations or instructions shall not be considered binding on behalf of the City. An addendum will be issued in response to questions, which will only be available by downloading from the BidNet website.

Proposals must be submitted by **March 13, 2025** by **3:00 pm** prevailing local time via BidNet at the following website: [MITN Purchasing Group](#). Please call the MITN Purchasing Group support department toll free 1-800-835-4603 option #2 for any questions related to registering with BidNet or submitting a response.

A Pre-Proposal Meeting is scheduled for **February 25, 2025 at 10:00 a.m.** via Zoom.

A complete Request for Proposal may be viewed or downloaded at [MITN Purchasing Group](#).

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**2025 RFP – LEGAL SERVICES**

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**CITY OF PORTAGE  
DEPARTMENT OF CITY MANAGER  
REQUEST FOR PROPOSAL COVER PAGE  
2025 RFP – LEGAL SERVICES**

Submit this Completed Form as the Cover Page of Your Proposal.

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Representative Authorized to Sign Offer and Contract:**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Authorized Point of Contact (POC)/Project Supervisor:**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\*City communications to Firm regarding this RFP will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

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**SIGNATURE**

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I certify that I am authorized to execute and submit this proposal on behalf of the Firm listed above; that all of the RFP instructions and rules, exhibits, addenda, explanations, evaluation criteria, submittal requirements, terms and conditions and any other information provided by the City has been reviewed, understood and complied with; and that all information in this submission is true, correct, and in compliance with the terms of the RFP.

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Portage. I further state that I have not communicated with nor otherwise colluded with any other person or Firm, nor have I made any agreement with nor offered or accepted anything of value from an Official or employee of the City of Portage that would tend to destroy or hinder free competition.

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

## **INSTRUCTIONS FOR PROPOSAL SUBMISSION**

### 1 Examination of Request for Proposal Documents

Before submitting a proposal, the Firm shall carefully examine the entire Request for Proposal document and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.

### 2 City of Portage Contract Conditions and Specifications

Any Firm that submits a proposal should be prepared to provide services in accordance with the City of Portage Contract Conditions and Specifications.

### 3 Withdrawal of Proposals

3.1 Any Firm may withdraw its proposal via BidNet at any time prior to the scheduled closing time for receipt of proposals.

3.2 Each proposal shall be considered binding and in effect for a period ninety (90) days after the closing date.

### 4 Opening of Proposals

Proposals will be opened via Zoom and evaluated as soon as practical after the closing date and time set forth on the Notice page.

Join Zoom Meeting

<https://us02web.zoom.us/j/89599342997?pwd=wIDmccdpvCA4IHUaWjtmdfNYanS0li.1>

Meeting ID: 895 9934 2997

Passcode: 485633

Find your local number: <https://us02web.zoom.us/j/89599342997?pwd=wIDmccdpvCA4IHUaWjtmdfNYanS0li.1>

### 5 Proposal Form

Whenever forms are provided, each proposal shall be made on the form provided and shall be signed by an individual authorized to execute the proposal on behalf of the Firm.

5.1 Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the City will lie with the City. It is recommended that if an alternate proposal is to be suggested that the firm provide both a proposal that meets all specifications and any alternate proposals. In this way the Firm can have its alternate considered, but if the alternate is not acceptable the proposal meeting specifications can still be considered.

5.2 Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Request for Proposal. It is the sole responsibility of the Firm that its proposal is received in the proper time.

## 6 Non-Discrimination

Upon submission of a proposal, the Firm agrees that it will comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act No. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, providers are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract or purchase agreement and may be processed as provided under the State of Michigan laws.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

## 7 Pre-Proposal Submission Meeting

The City of Portage staff will be present on date and time stated in the RFP Notice Page via Zoom for the purpose of addressing these specifications and/or answering any inquiries you may have about the project or the process. Following this meeting when warranted an addendum to the request for proposals will be issued to address any changes or clarifications. Attendance at this meeting is not mandatory, but is strongly recommended since the purpose of the meeting is to address any questions or problems that might arise so that all interested parties can share the benefit of uniform oral and written inquiry responses. All questions or concerns regarding the selection process or procedural matters should be addressed at that meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/81722464358?pwd=7aNkqdXTEvMaXVIIvSs4ldt9gEXrbD.1>

Meeting ID: 817 2246 4358

Passcode: 916928

Find your local number: <https://us02web.zoom.us/j/81722464358?pwd=7aNkqdXTEvMaXVIIvSs4ldt9gEXrbD.1>

## 8 Representations

If any questions or responses require revision to the Request for Proposal as originally published, such revisions will be by formal addendum only. If the Request for Proposal includes a contact person for technical information, firms are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a written addendum to the Request for Proposal issued and posted on BidNet by the Purchasing Department. For determination as to whether any representation made requires that an addendum be issued, contact the Purchasing Department.

## 9 Responsive Proposals

At a minimum, responsive proposals shall include the following:

- 9.1 Completed and Signed Cover Page
- 9.2 Completed Submittal Requirements
- 9.3 Completed Exhibit C per instructions provided.

Interested Firms may also provide any additional information not otherwise requested that may aid the responsible parties in awarding this professional service contract. Unnecessarily elaborate responses, beyond what is sufficient to present a complete and effective response to the solicitation, are not desired and may be construed as an indication of the firm's lack of cost consciousness. Unless specifically requested in the solicitation, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

## 10 Evaluation Criteria

The experience, resources, ingenuity, and creativity of the firm; qualifications, experience and ability of the assigned staff; the completeness and timeliness of the level of service proposed by the Firm and favorable pricing will all be significant factors in the selection process and subsequent award of this contract.

## 11 Clarifications and Interviews

The City reserves the right to request clarification of and/or additional information ("Clarification") from Firms. The Purchasing Manager will determine the appropriate means of Clarification, which may include telephonic, email, letter, presentations, oral interviews, or as an addendum or revision to the proposal. The City may invite Firms to make a presentation to, or participate in interviews with, the City at a date, time and location determined by the City. The City is not obligated to seek Clarification, so Firms are advised to submit complete and accurate information in the proposal.

Should interviews occur, the quality of the interview will be part of the evaluative criteria.

## **EVALUATION CRITERIA**

Proposals should give clear, concise information in sufficient detail and in the order presented below to allow an evaluation based on these requirements. Although some of the elements listed below may be weighted more heavily than others, all requirements are considered necessary for evaluation. If minimum requirements for eligibility (mandatory minimums) are included in the evaluation criteria, failure to satisfy these mandatory minimum requirements will be considered disqualifying, and the Contractor will not be considered for award.

### **1. Organization Experience, Qualifications and Capacity** including:

- The extent of the Contractor's experience of providing similar scope with an emphasis on City Government Clients; the provision of favorable references that support the stated experience and the provision of quality services; and the demonstration of having the financial stability to fulfill the requirements of the agreement.
- The extent of personnel experience and qualifications relevant to providing services of similar scope to the City's requirements and to similar scope organizations for the roles assigned.

### **2. Technical Approach** including:

- The extent to which the Contractor provides a clear and comprehensive proposed approach that will efficiently deliver a comprehensive, low risk, high quality and timely service of the work described in Exhibit A.

### **3. Price:**

- Price Reasonableness
- The extent to which the Contractor provides reasonable, stable, comprehensive, and predictable pricing that limits pricing risk or variance to the City.

### **4. Terms and Conditions and Compliance** including:

- The acceptance or non-acceptance of the terms and conditions, including insurance, and the extent to which any exceptions increase risk to the City.

## **SUBMITTAL REQUIREMENTS**

Proposals should give clear, concise information in sufficient detail and in the order presented below to allow for a comprehensive evaluation. Any submission may be construed as non-conforming and ineligible for consideration if it does not conform to these Submittal Requirements. The City, at its sole discretion, may waive any variances from these Submittal Requirements and/or seek Clarification.

Although the Submittal Requirements below are organized by Evaluation Criteria, these headings are only for purposes of organization and clarity. The City may evaluate the information provided under any section of the Submittal Requirements for each Evaluation Criterion (e.g. when evaluating the Contractor's Organization Experience, Qualifications and Capacity, the City is not limited to reviewing the information submitted in response to the Organizations Experience, Qualifications and Capacity section below and may, for example, rely on information submitted in response to the Technical Approach section as well).

### 1. Organization Experience, Qualifications and Capacity

1.1. Provide an overview of your organizations history and experience of providing the services/work/specifications described in Exhibit A for similar clients involving a similar services request.

1.2. Provide a list of similar scope projects conducted for City Government Clients or other similar municipalities involving similar scope work to that of the City's requirements and undertaken within the past five (5) years. For each project include listed:

1.2.1. Client Name.

1.2.2. A summary description of the work that your Contractor performed and similarities to the City's scope.

1.2.3. Project Start Date/End Date.

1.3. Provide up to five references for clients within the past five years of similar scope to that of the City and its requirements. For each reference include:

1.3.1. Client Name.

1.3.2. A summary description of the work that your Contractor performed and similarities to the City's scope.

1.3.3. Project Start Date/End Date.

1.3.4. Client Contact Information (email address, telephone number).

2. The City will make reasonable attempts to contact references. The City's inability to reach a reference after reasonable attempts may be treated as an unfavorable reference for evaluation purposes. An unfavorable response is a response from a listed reference stating that they would not enlist the company to perform services again in the future, or comments provided that the City deems to be substantially negative or reflective of substandard service.

2.1. Provide a list of all subcontractors who are being utilized to perform services related to this agreement. For each proposed sub-contractor:

- 2.1.1. Describe the role/tasks to be performed.
- 2.1.2. Provide their resume and an overview of experience that supports their ability to perform.
- 2.1.3. If not applicable confirm 'N/A'.

2.2. Provide resumes and for all key personnel to be assigned to this project. Include:

- 2.2.1. Pertinent years of experience performing similar scope services for similar types of clients (list project information as applicable).
- 2.2.2. Education
- 2.2.3. Certifications
- 2.2.4. Additional applicable qualifications

### 3. Technical Approach

3.1. Confirm your agreement to the requirements in Exhibit A – Statement of Work (SOW)” as stated.

- 3.1.1. If your organization has exceptions to any requirements, provide a marked up redline version of the Statement of Work that provides applicable alternative language along with a supporting explanation to support any alternative standards/language being proposed. Failure to specifically reject a proposed requirement will be deemed an acceptance of such requirement.

3.2. Following the format outlined in the Statement of Work, provide a comprehensive and detailed description of your proposed approach. Include:

- 3.2.1. A comprehensive and detailed description of each task/activity to be performed.
- 3.2.2. For each task/activity proposed detail who will conduct the work (personnel) and the number of hours assigned to each task/activity.
- 3.2.3. Identify any issues/risks related to project implementation and include proposed effective risk mitigation strategies.
- 3.2.4. Describe all added value activities proposed that exceed the requirements as outlined in the statement of work and/or support the delivery of a high-quality services.

### 4. Pricing

4.1. Submit a firm fixed price for the completion of the work outlined in the Exhibit A Statement of Work in the format provided in Exhibit C – Pricing Schedule.

### 5. Terms and Conditions; and Compliance

5.1. The City’s Terms and Conditions (Draft Services Agreement) has been provided as part of this document. The Contractor should respond to these documents in accordance with the procedures and format set forth below.

6. Confirm (YES/NO) your organization's acceptance of the proposed City Terms and Conditions and insurance requirements as presented in the RFP.

6.1. Yes  No

6.1.1. If NO, provide a detailed paragraph-by-paragraph, contract clause-by-contract clause description of any issues or concerns that Contractor may have with the documents listed. If Contractor objects to a particular paragraph or clause, then Contractor will need to further describe, in business terms and not in proposed language, the nature of its concern and what terms Contractor is willing to accept. The Exception List shall provide the reason or rationale supporting the item of concern and/or counter-response. Simply stating that a paragraph or clause is "Not Acceptable" or proposing alternative contract terms without describing in business language the reason or rationale may be considered acceptance of that paragraph or clause. If Contractor does not identify specific concerns with a particular paragraph or clause, the City will consider the paragraph and/or clause acceptable. The Contractor shall also provide a description of the business benefit to the City for the proposed language changes. The Contractor shall provide a Redlined (track changes) copy of Terms and Conditions reflecting the proposed revisions.

6.1.2. The City will favor a response that contains a minimal number of exceptions to the requirements and Terms and Conditions contained in the RFP. Should you take exception(s) to the contract, you understand that the City may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make Contractor's response to the solicitation unacceptable.

6.1.3. No Standard Firm Form Contracts – Do not provide a copy of the Contractor's standard contract to the City. The City will be using the enclosed "Terms and Conditions" in negotiations with the Contractor.

6.1.4. The Contractor will be deemed to have accepted any terms and conditions of the contract to which it does not take exception in its proposal, and such accepted terms and conditions will not be subject to further negotiation.

REQUEST FOR PROPOSAL (RFP)  
**LEGAL SERVICES**

Following is a “*draft copy*” of the contract that will be executed by the City and the Firm for the completion of this project.

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Pricing Schedule

Exhibit D – Additional Terms and Conditions

Exhibit E – Proposal and Addenda

**CITY OF PORTAGE**  
**DRAFT CONTRACT**

THIS CONTRACT made the date signed by the City of Portage (“Effective Date”), by and between **Firm**, **enter address**, hereinafter called the “Firm,” and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, a Michigan municipal corporation, hereinafter called the “City.”

WITNESSETH, THAT Firm and City for the consideration stated herein agree as follows:

**ARTICLE I - SPECIFICATIONS**

Firm shall perform work described in Exhibit A and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all professional services required to perform and complete in a workmanlike manner all the work required for **2025 RFP – Legal Services** all in strict compliance with Firm’s proposal and other contract documents herein mentioned which are a part of this contract; and Firm shall do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE II - COMPENSATION TO BE PAID TO FIRM**

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of City, City shall pay and the said Firm further agrees to receive and accept payment based on the in the Exhibit C – Pricing Schedule, the sum of which shall be, \$  for the first year and \$  for the full five years as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Exhibit A and the requirements under it. Payments are to be made to Firm in accordance with and subject to the provisions embodied in the contract documents hereto attached.

**ARTICLE III - CONTRACT TERM**

The initial term of this Agreement shall begin September 1, 2025 (“Effective Date”) and end on August 31, 2026 (“Initial Term”) for a base period of twelve (12) months.

**OPTION TO EXTEND.** City shall have the option to extend the term of this Agreement for four (4) increments of one (1) year each for a total of four (4) years beyond the expiration of the Initial Term, not to exceed August 31, 2030, pursuant to Exhibit C or other applicable pricing provisions of this Agreement. Unless City notifies Contractor in writing not less than sixty (60) days prior to the expiration date that City does not intend to extend the Agreement, the Agreement will be automatically extended for the next option period.

**ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT**

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

- 1. Contract (this document)
- 2. [City of Portage Contract Conditions and Specifications](#)
- 3. Exhibit A – Statement of Work (To include Scope, Specifications, Attachments and Appendices, Maps)
- 4. Exhibit B – Insurance Requirements
- 5. Exhibit C – Pricing Schedule
- 6. Exhibit D – Additional Terms and Conditions
- 7. Exhibit E – Firm Proposal and Addenda

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

**FIRM**

**CITY OF PORTAGE**

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
Patrick McGinnis, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A – STATEMENT/SCOPE OF WORK/SPECIFICATIONS**

1 Background

Historically, contracts for legal services are currently based on an annual retainer, which includes costs to provide all legal services.

**Annual Expenditures for Current Contract**

2020/21	2021/22	2022/23	2023/24	2024/25
\$225,718.00	\$225,718.00	\$237,003.90	\$237,003.90	\$237,003.90

During calendar year 2024, City attorney and Prosecuting Attorney work is summarized as follows:

<b>CATEGORY OF SERVICE</b>	<b>ANNUAL ESTIMATES</b>
Opinions (formal opinions & legal advice)	125
Ordinances/Amendments:	
Zoning Text	5
Zoning Map	10
Other	
FOIA's	
Police	200
Other	60
Police Department	650
Prosecutions	
Ordinance Enforcement:	
Orders of Compliance prepared	35
Show Cause Hearings	6
Resolutions	20
Attendance at Meetings	
City Council	30
Planning Commission	24
Zoning Board of Appeals	12
Meetings with City Staff	Numerous
Agreements/Contracts reviewed and/or modified	150
Agreements/Contracts prepared	25
Bankruptcies	10
Discharge of Taxes	20
Communications with City Staff and others regarding city matters (includes telephone calls, emails, facsimiles)	Daily

## 2 Scope of Service

Firm will be expected to provide its own clerical assistance and office supplies, have and maintain its own legal subscription services, and provide for its own fringe benefits package. Conferences and training concerning municipal affairs shall also be included as part of the total proposal price that includes all costs. City Attorney Services have been provided as follows:

Firm shall perform professional legal counsel services in strict accordance with the Portage City Charter and other professional city attorney legal services as indicated below:

### 2.1 Portage City Charter Requirements:

City Attorney:

- 2.1.1 Shall act as the legal advisor of and be responsible to the Council in all respects concerning the performance of its official duties.
- 2.1.2 Shall advise City Manager concerning legal problems affecting City administration, and the Clerk, Treasurer, and Assessor concerning their statutory and Charter duties, when required, and shall file with the Clerk a copy of all written opinions given by him/her.
- 2.1.3 Shall prosecute ordinance violations and shall represent City in cases before courts and other tribunals.
- 2.1.4 Shall prepare or review all ordinances, regulations, contracts, bonds, and such other instruments that may be required by this Charter or by the Council, and shall promptly give his opinion as to the legality thereof.
- 2.1.5 Shall attend the meetings of the Council.
- 2.1.6 Shall be the attorney for the several boards of City and shall give opinions to such boards upon the written request of the chairmen thereof.
- 2.1.7 Shall perform such other duties as may be prescribed for him by this Charter of the Council.
- 2.1.8 And the Council shall agree upon the basic compensation for any or all of the foregoing functions and duties of the attorney office as agreed to be covered thereby and upon the basis of compensating City Attorney for services rendered which are not covered by such basic compensation. All such agreements shall be made before the services to be covered thereby are rendered.

- 2.1.9 Recommend to Council, or Council upon its own initiative, may provide for an assistant to City Attorney and may retain special legal counsel to handle any matter in which City has an interest, or to assist City Attorney in connection therewith.
  - (a) In the event a separate Attorney/Firm is chosen for prosecution services, a separate contract and scope for that attorney's/firm's services will be created, and City Attorney will not be responsible for prosecution.
- 2.2 Professional City Attorney Legal Services: As part of, or in addition to the Charter requirements, City Attorney will be required to perform the following professional legal services:
  - 2.2.1 Advise City Council at all meetings, including committee meetings, when needed.
  - 2.2.2 Advise City Manager and Department Heads.
  - 2.2.3 Review and/or review and approve all contracts.
  - 2.2.4 Prepare and/or review and approve all easements and licenses.
  - 2.2.5 Prosecute community quality and zoning ordinance violations.
  - 2.2.6 Negotiate property acquisition.
  - 2.2.7 Conduct proper defense for City against any and all claims where legal counsel is not provided through a valid insurance contract or self-insured agreement. Represent City and provide proper defense in all cases where a dispute or reservation of rights exists or is expressed by any insurance carrier or self-funded contract administration.
  - 2.2.8 Assist city in working with liability/property/automobile insurance providers to facilitate their providing proper coverages.
  - 2.2.9 Advise Planning Commission and the Zoning Board of Appeals with attendance at all meetings.
  - 2.2.10 Prepare and/or review and approve all charter and ordinance amendments.
  - 2.2.11 Provide services to Community Development Department for code enforcement and zoning issues.
  - 2.2.12 Render oral and/or written legal opinions at the request of City Council, City Manager, or Department Heads.

- 2.2.13 Service contract shall include providing legal service continuation for all matters pending as of August 31, 2024.
- 2.2.14 Provide all required prosecuting attorney services.
- 2.2.15 Review and respond to all FOIA requests and advise the FOIA Administrator.
- 2.2.16 Prepare and/or review all resolutions.
- 2.2.17 Handle all bankruptcies for City.
- 2.2.18 Be available as first priority to conduct meetings with administration.
- 2.2.19 Handle all controlled substances forfeitures.
- 2.2.20 Must possess, and be able to operate technology, to facilitate digital execution of City agreements (City is implementing digital execution of agreements).
- 2.2.21 In the event a separate Attorney/Firm is chosen for prosecution services, a separate contract and scope for that attorney's/firm's services will be created, and City Attorney will not be responsible for prosecution.
- 2.2.22 Firm will keep a record of basic breakdown of services provided on a monthly basis and shall be able to provide such a report when requested by City.

## **Attachment 1 - Relevant City Documents**

Organization Chart: [Portage Org Chart](#)

Current Fiscal Year Budget and other Financial Documents: [Budgets and Financial Documents | Portage, MI](#)

Boards and Commissions: [Boards & Commissions | Portage, MI](#)

## **Attachment 2 – City Attorney Access Policy**

As prescribed in the City's Charter, the City Attorney shall act as the legal advisor of and be responsible to the Council in all respects concerning the performance of its official duties. The Charter also provides that the Attorney shall advise the City Manager on all matters affecting the City Administration and also is the Attorney for the several boards of the City and gives opinions to such boards upon the written request of the chair thereof.

The City Attorney is appointed directly by the City Council, and the Charter contemplates the Attorney being accessed by the Council, the City Manager or the Chairs of the several Boards and Commissions.

To clarify the proper approach to accessing the services of the City Attorney and to avoid duplication of efforts and exhaustive use of the Attorney's time, this policy controls the proper approach to requesting and sharing the advice of the City Attorney.

The City's contract with the City Attorney's law firm contains a retainer arrangement that allows staff to consult with the attorney when necessary to conduct ongoing operations and provides separate billing provisions for larger issues or time-consuming matters.

To respect the Attorney's time and to allow proper oversight of monthly billing statements, staff must communicate with the City Manager prior to contacting the City Attorney with any matter that will require research or involve more than one conversation.

Because it is not always practical to seek advice during sessions of the City Council when an expedient response is required, the Mayor and/or any three members of the City Council may request legal opinions in writing outside of regular meetings. Such requests and the resulting opinion or work product shall be immediately shared with the full City Council.

The Attorney shall immediately share requests for opinions and advice received from the several Chairs of City boards with the entire board, the Mayor and City Council and the City Manager. Resulting advice shall be shared in the same manner.

Members of the public seeking to speak with the City Attorney should be referred to the City Manager or City Clerk for an explanation of the City Attorney's role as advisor to the city as an entity and not to individual residents.

## EXHIBIT B – INSURANCE REQUIREMENTS

The Contractor will be required to furnish to City of Portage, upon notice from the Purchasing Manager and prior to commencement of work, a *Certificate of Insurance as well as any required endorsements*. In lieu of required endorsements a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

The Contractor, and their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to City of Portage. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Professional Liability** in an amount not less than \$2,000,000 per claim. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase “tail” coverage, for a minimum of 3 years after the termination of this contract.
2. **Workers’ Compensation Insurance**, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
3. **Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.
4. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
5. **Excess/Umbrella Liability**, Commercial General Liability and Automobile Liability Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.
6. **Additional Insured**: Commercial General Liability Insurance shall include an endorsement stating **City of Portage, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers**, shall be **Additional Insured**. It is understood and agreed by naming City of Portage as additional insured, coverage afforded is considered to be primary and any other insurance City of Portage may have in effect shall be considered secondary and/or excess.

7. **Cancellation Notice:** Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder to [purchasing@portagemi.gov](mailto:purchasing@portagemi.gov).
8. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to City of Portage at least ten (10) days prior to the expiration date.
9. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless City and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against City or any consultants, agents, officers, directors or employees of City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the Contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain at Contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of City, may be necessary for Contractor's proper protection in the prosecution of the work.

**EXHIBIT C – PRICING SCHEDULE**

Firms may subcontract elements of this contract to other qualified firms; however, the contract will remain between City and main Firm.

**TOTALS**

<b>Base Term</b>	_____
<b>Option Year 1</b>	_____
<b>Option Year 2</b>	_____
<b>Option Year 3</b>	_____
<b>Option Year 4</b>	_____
<b>Contract Total</b>	_____

Note: If it becomes necessary to perform extra work as defined in Section 9. Amendments in Exhibit D – Additional Terms and Conditions, these hourly rates will apply. Rates quoted should be inclusive of all expenses including, but not limited to personnel services, fringe benefits, overhead, and profit required by Firm.

## **EXHIBIT D - ADDITIONAL TERMS AND CONDITIONS**

### 1. Coordination of Work Required

Unless specifically identified as work to be provided by City staff, Firm shall furnish supervision and all labor, equipment, supplies, materials (except as otherwise noted herein), and perform satisfactorily the professional services at the frequencies and during the times as specified herein. The professional service shall include all functions normally considered a part of completing this work in a satisfactory manner. Compensation to cover any and all expenses shall be included in the project cost.

### 2. Default

City may, by written notice to Firm, terminate the right to proceed as to the whole or any part of the contract (1) if Firm fails to perform the services within the time specified or any extension thereof, (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) Firm fails to perform any other provisions of the contract. Firm shall not be subject to this provision if failure to perform the contract arises out of any cause beyond its control and without any fault or negligence by Firm or subcontractors.

### 3. Status of Firm

Firm and its employees at all times shall be considered as independent contractors and not as City employees. In delivering services, Firm shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to its employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment to Firm under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall Firm or employees of Firm be entitled to any City of Portage fringe benefit programs.

### 4. Employees of Firm

Firm shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by Firm. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by Firm, who in the opinion of City Contract Administrator, does not perform work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior as defined by City Contract Administrator, shall, at the written request of City Contract Administrator, be removed immediately from the project and shall not be utilized again in any portion of the work without approval of City Contract Administrator.

### 5. Laws and Municipal Ordinances

Firm shall keep fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Firm shall at all times observe and comply with all such existing laws, codes,

ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

6. Supervision by Firm

Firm will supervise and direct the work of its employees. Firm will be solely responsible for the means, methods, techniques, sequences, and procedures of the professional services performed. Firm will appoint a Project Supervisor who shall have been designated in writing by Firm at the time the Request for Proposal is submitted. The Project Supervisor shall have full authority to act on behalf of Firm and all communications given to the Project Supervisor shall be as binding as if given to Firm. The Project Supervisor shall be present to the extent necessary so as to perform adequate supervision and coordination of the work.

7. Billing and Payment

Firm shall present an invoice in duplicate at the appropriate identified times, billing for services rendered. The billing shall be at the contracted price. The billing shall reference the appropriate purchase order number. The billing shall contain, if applicable, adjustments for additions, deletions, or changes in service. City will strive to pay the billed amount within thirty (30) days after receipt of invoice, but City will not pay any interest penalties for late payments.

For more timely payments, we strongly encourage you to enroll in ACH payment. To enroll in ACH payment please complete and submit the **VENDOR ACH AUTHORIZATION FORM** to [AccountsPayable@portagemi.gov](mailto:AccountsPayable@portagemi.gov)

All invoices **MUST** be sent directly to [AccountsPayable@portagemi.gov](mailto:AccountsPayable@portagemi.gov) or

Attn: Finance Department  
Accounts Payable  
7900 South Westnedge Avenue  
Portage, MI 49002

If invoices are sent to the contract administrator for this project or their department, City is not responsible for any delayed payment.

Please make sure to clearly reference the name of the project.

8. Assignability

Firm agrees that the work proposed shall be accomplished by Firm identified in the Cover Page. Firm agrees that any work under the contract to be assigned to another firm, and/or subcontractor, shall be done only with the prior approval of City Contract Administrator.

9. Amendments

During the period of this contract there may be occasions when extra services related to the Statement of Work or changes to the Statement of Work or Specifications will be required via

written amendment agreed upon by both parties. Costs for services provided in these situations will be based on the rates quoted in the Exhibit C and/or the proposal or may be negotiated at the time of each occurrence. Any such work must have pre-approval of City Contract Administrator. City will not be responsible for additional invoices for work or materials that did not have written pre-approval.

10. City Contract Administrator

City Manager, or their designated representative, shall be City Contract Administrator. City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

**Designated Representative:** Pat McGinnis, City Manager

Phone: (269) 329-4401 | Email: [mcginnip@portagemi.gov](mailto:mcginnip@portagemi.gov)

Designated Representatives

Adam Herringa, Chief Operational Officer

Phone: (269) 329-4400 | Email: [herringa@portagemi.gov](mailto:herringa@portagemi.gov)

Peter Dame, Chief Development Officer

Phone: (269) 329-4403 | Email: [damep@portagemi.gov](mailto:damep@portagemi.gov)

**DO NOT CONTACT DURING ACTIVE SOLICITATION.** This may be grounds for disqualification from solicitation. Any and all contact during an active solicitation should be with the Purchasing Manager.

11. Copyright

Firm shall irrevocably transfer, assign, set over, and convey to City of Portage all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the Contract. Firm further agrees to execute such documents as City of Portage may request to effect such transfer or assignment. Further, Firm agrees that the rights granted to City of Portage by this paragraph are irrevocable. Firm's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

**EXHIBIT E – PROPOSAL AND ADDENDA**

**TO BE INSERTED UPON AWARD.**