

ADMIN

**COHL, STOKER &
TOSKEY**

LEGAL SERVICES

| DESC: | RATE COMMENCING: | ANNUAL RETAINER: | MONTHLY PAYMENT: |
|--|---------------------|---------------------|---------------------|
| AMEND #2 | 1.1.2020 | \$112,778 | \$9,390 |
| AMEND #1 | 1.1.2019 | \$111,011 | \$9,251 |
| AGREEMENT | 11.20.2017 | \$108,834 | \$9,070 |
| PRESENTED BY: MATT NORDFJORD - COHL, STOKER & TOSKEY, PC | | | |

COHL STOKER

#2017-11-203

DESTROY:

11.20.17

#2018-12-211

DO NOT

12.17.18

#2019-12-196


UNTIL TERMINATED

12.23.19

ADMIN

**COHL, STOKER &
TOSKEY**

AMENDMENT #2 TO LEGAL SERVICES

| RATE TERM: | AWARD: | | ERP: |
|--|----------------------------------|---------|---|
| 1.1.20 UNTIL TERMINATED | RETAINER: \$112,675.84 / YEAR | | #4-RET  |
| | PAYMENT: | | |
| | \$9,389.65 / MONTH | | |
| | ORG: | OBJECT: | |
| | 10126900 | 819000 | |
| PRESENTED BY: MATT NORDFJORD - COHL, STOKER & TOSKEY, PC | | | |

COHL STOKER

DESTROY:
#2019-12-196 DO NOT 12.23.19
UNTIL TERMINATED

RESOLUTION

NO: 2019-12-196

LIVINGSTON COUNTY

DATE: December 23, 2019

Resolution Authorizing an Amendment to the Agreement with Cohl, Stoker & Toskey, P.C., to Provide Legal Services to Livingston County - County Administration

WHEREAS, Livingston County has retained the law firm of Cohl, Stoker & Toskey as civil counsel for the County and its various departments since 1980 (the “Contractor”);

WHEREAS, the yearly compensation with the Contractor was to be reviewed on or after June 21, 2019 by contract;

WHEREAS, the Contractor has requested an increase of 1.5% to the fixed fee (\$1,665.16 increase for 2020), consistent with the past practice of the parties, where the Contractor receives the same percentage increase as the annual base wage increase (if any) provided to employees; and

WHEREAS, the Contractor has also requested a revision to the language regarding time frame for yearly compensation review from “On or after June 21, 2019” to “On or after June 21 of each year of this Agreement”.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a contract amendment with Cohl, Stoker & Toskey, P.C. to provide for a fixed fee increase of 1.5% and a revision to the time for annual compensation review from “On or after June 21, 2019” to “On or after June 21 of each year of this Agreement”, effective January 1, 2020.

BE IT FURTHER RESOLVED that the Acting Administrator/Controller is authorized to make a budget adjustment, as needed, for this contract amendment and the Board Chairperson is authorized to sign this contract amendment after review by the Acting Administrator/Controller.

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MOVED: C. Griffith

SECONDED: K. Lawrence

CARRIED: Roll Call Vote: Yes (9): C. Griffith, D. Parker, D. Dolan, K. Lawrence, W. Green, W. Nakagiri, D. Helzerman, R. Bezotte and G. Childs; No (0): None; Absent (0): None

AMENDMENT #2 TO LEGAL SERVICES CONTRACT

THIS AMENDMENT #2 TO THE LEGAL SERVICES CONTRACT, made and entered into February 4, 2020, by and between **LIVINGSTON COUNTY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and **COHL, STOKER & TOSKEY, P.C.**, with offices at 601 North Capitol Avenue, Lansing, Michigan 48933 (hereinafter referred to as "Contractor"), amends the Legal Services Contract made and entered into between said parties dated December 12, 2017.

WITNESS:

1. Paragraph 2, will be revised to include a 1.5% increase in the fixed fee effective January 1, 2020 as follows:

| EFFECTIVE | YEARLY COMPENSATION | MONTHLY PAYMENTS |
|-----------------|---------------------|------------------|
| January 1, 2020 | \$112,675.84 | \$9,389.65 |

2. Paragraph 3, will be revised to update the annual yearly compensation review as follows:

COHL, STOKER & TOSKEY, PC, shall be paid for litigation services on a monthly basis pursuant to invoices submitted at an hourly rate of \$150.00 for litigation work and \$150.00 for labor which are specific to a matter such as grievances, collective bargaining issues, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, et al. On or after June 21 of each year of this Agreement, the yearly compensation will be reviewed between the parties.

3. All other terms and conditions contained in the above-stated Contract, as amended, will remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed and entered into this Amendment #2 on the day and year first above written.

COUNTY OF LIVINGSTON

By:



DONALD S. PARKER - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Date: 2/4/2020

COHL, STOKER & TOSKEY, P.C.

By:




DAVID G. STOKER

Date: 2/4/2020

ADMIN

**COHL, STOKER &
TOSKEY**

AMENDMENT #1 TO LEGAL SERVICES

| RATE TERM: | AWARD: | | ERP: |
|--|-------------------------------|---------|---|
| 1.1.19 UNTIL TERMINATED | RETAINER: \$111,011 / YEAR | | #4  |
| | ORG: | OBJECT: | |
| | 10126900 | 819000 | |
| PRESENTED BY: MATT NORDFJORD - COHL, STOKER & TOSKEY, PC | | | |

COHL STOKER

DESTROY:
DO NOT

#2018-12-211

12.17.18

RESOLUTION

NO: 2018-12-211

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution Authorizing an Amendment to the Agreement with Cohl, Stoker & Toskey, P.C., to Provide Legal Services to Livingston County – County Administration

WHEREAS, Livingston County has retained the law firm of Cohl, Stoker & Toskey as civil counsel for the County and its various departments since 1980 (the “Contractor”); and

WHEREAS, the yearly compensation with the Contractor was to be reviewed on or after June 21, 2018 by contract; and

WHEREAS, the Contractor has requested an increase of 2% to the fixed fee, consistent with the past practice of the parties, where the Contractor receives the same percentage increase as the annual base wage increase (if any) provided to employees; and

WHEREAS, the Contractor has also requested an increase in the hourly rate for litigation work of \$5.00/hr. (from \$145.00/hr. to \$150.00/hr.).

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a contract amendment with Cohl, Stoker & Toskey, P.C. to provide for a 2% fixed fee increase and a \$5.00/hr. increase in the hourly rate for litigation work effective January 1, 2019.

BE IT FURTHER RESOLVED that the Finance Officer is authorized to make a budget adjustment, as needed, for this contract amendment and the Board Chairperson is authorized to sign this contract amendment after review by the Finance Officer.

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MOVED: Commissioner Lawrence

SECONDED: Commissioner Bezotte

CARRIED: Roll Call Vote: (9) Yes: Lawrence, Green, Domas, Helzerman, Parker, Bezotte, Griffith, Dolan and Childs; (0) No: None; Absent: (0) None

AMENDMENT #1 TO LEGAL SERVICES CONTRACT

THIS AMENDMENT #1 TO THE LEGAL SERVICES CONTRACT, made and entered into December 28, 2018, by and between **LIVINGSTON COUNTY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and **COHL, STOKER & TOSKEY, P.C.**, with offices at 601 North Capitol Avenue, Lansing, Michigan 48933 (hereinafter referred to as "Contractor"), amends the Legal Services Contract made and entered into between said parties dated December 12, 2017.

WITNESS:

1. Paragraph 2, will be revised to include a two percent (2%) increase in the fixed fee effective January 1, 2019 as follows:

| EFFECTIVE | YEARLY COMPENSATION | MONTHLY PAYMENTS |
|-----------------|---------------------|------------------|
| January 1, 2019 | \$111,010.68 | \$9,250.89 |

2. Paragraph 3, will be revised to include \$5.00/hr. increase to the hourly rate for litigation work effective January 1, 2019 as follows:

COHL, STOKER & TOSKEY, PC, shall be paid for litigation services on a monthly basis pursuant to invoices submitted at an hourly rate of \$150.00 for litigation work and \$150.00 for labor which are specific to a matter such as grievances, collective bargaining issues, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, et al. On or after June 21, 2019, the yearly compensation will be reviewed between the parties.

3. All other terms and conditions contained in the above-stated Contract will remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed and entered into this Amendment #1 on the day and year first above written.

COUNTY OF LIVINGSTON

By: Donald A. Parker
DONALD S. PARKER - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Date: 12/28/2018

COHL, STOKER & TOSKEY, P.C.


By: David G. Stoker
DAVID G. STOKER

Date: 12/19/18

ADMIN

**COHL, STOKER &
TOSKEY**

LEGAL SERVICES

| TERM: | AWARD: | | ERP: |
|---|-------------------------------|---------|--|
| 11.20.17 UNTIL TERMINATED | RETAINER: \$108,834 / YEAR | | #4  |
| | ORG: | OBJECT: | |
| | 10126900 | 819000 | |
| REVIEWED BY: PETER COHL - COHL, STOKER & TOSKEY, PC | | | |

COHL STOKER

DESTROY:
DO NOT

#2017-11-203

11.20.17

RESOLUTION

NO: 2017-11-203

LIVINGSTON COUNTY

DATE: November 20, 2017

RESOLUTION AUTHORIZING AGREEMENT FOR COHL, STOKER & TOSKEY, P.C. TO PROVIDE LEGAL SERVICES TO LIVINGSTON COUNTY – GENERAL GOVERNMENT/ FINANCE/ BOARD

WHEREAS, Livingston County has retained the law firm of Cohl, Stoker & Toskey as civil counsel for the County and its various departments since 1980; and

WHEREAS, per the terms of the agreement, Cohl, Stoker & Toskey has requested an overall increase of two percent (2%); and

WHEREAS, the recommendation is to approve the increase based upon previous performance and the expertise provided by the firm.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with the firm of Cohl, Stoker, & Toskey, P.C., to provide legal services consisting of:

- a) Answers to request for legal opinions, verbally and in writing;
- b) Attendance at all Board of Commissioners' meetings and requested Committee meetings, excluding labor and litigation matters;
- c) Notifies the County of legal issues which require action by the Board of Commissioners to either modify existing or create new policies;
- d) Answers general labor questions as requested by the County Administrator, but excluding meeting attendance for labor questions and labor legal services which are specific to a matter such as grievances, collective bargaining issues, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, etc.
- e) Drafts contracts, leases and ordinances; and,
- f) Performs other necessary legal research not involving specific labor issues.

BE IT FURTHER RESOLVED that the retainage for these services for the period commencing immediately upon approval of this Resolution shall be \$108,834 annually, which shall be paid in monthly installments of \$9,069.50. The firm shall be paid an hourly rate of \$145 for litigation work and \$150 for labor which are specific to a matter such as grievances, collective bargaining issues, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, et.al. On or after June 21, 2018, the yearly compensation shall be reviewed between the parties.

BE IT FURTHER RESOLVED that this contract for legal services will continue upon the same terms and conditions unless terminated by either party upon sixty (60) days prior written notice.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Commissioners be authorized to sign this Agreement, inclusive of the above terms and conditions with Cohl, Stoker, & Toskey, P.C.

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MOVED: Commissioner Griffith

SECONDED: Commissioner Bezotte

CARRIED: 9-0-0; Roll Call Vote: Yes: Griffith, Dolan, Childs, Lawrence, Green, Domas, Helzerman, Parker, Bezotte; No: None; Absent: None

Carol Jonckheere

From: Peter Cohl <pcohl@cstmlaw.com>
Sent: Tuesday, December 05, 2017 3:53 PM
To: Carol Jonckheere
Cc: Peter Cohl
Subject: ADMIN: COHL Stoker - Legal Services Contract
Attachments: Mimecast Attachment Protection Instructions; Admin - 17-11-203 - Cohl Stoker 2017 until TERM - AGT (PC signed).pdf

Categories: Finalized

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files

Carol,

Attached please find the Legal Services Contract between the County and our firm which I have signed. After it is fully executed, can you return an electronic copy to me for our file?

Thank you. We appreciate the County's continued confidence in our firm.

Peter A. Cohl
Cohl, Stoker & Toskey, P.C.
517-372-9000
pcohl@cstmlaw.com

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LEGAL SERVICES CONTRACT

THIS CONTRACT made and entered this 12th day of DECEMBER, 2017, by and between **LIVINGSTON COUNTY**, a municipal corporation whose address is 304 E. Grand River Avenue, Suite 201, Howell, MI, and **COHL, STOKER & TOSKEY, PC**, whose address is 601 North Capitol, Lansing, MI.

WITNESSETH

WHEREAS, Livingston County desires to enter into a contract to retain the law firm of COHL, STOKER & TOSKEY, PC, as civil counsel to the County of Livingston per Resolution No. 2017-11-203 ; and

WHEREAS, COHL, STOKER & TOSKEY, PC, desires to perform legal services for Livingston County.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS AGREED** by and between the parties as follows:

1. This Contract shall continue upon the following terms and conditions unless terminated by either party upon sixty (60) days' prior written notice. On or after June 21, 2018, the yearly compensation shall be reviewed between the parties.
2. Beginning on November 20, 2017, COHL, STOKER & TOSKEY, PC, shall provide the following legal services for a fixed fee as noted below:
 - a) Answers to requests for legal opinions, verbally and in writing;
 - b) Attendance at all Board of Commissioners' meetings and requested committee meetings, excluding labor and litigation matters;
 - c) Notifies the County of legal issues which require action by the Board of Commissioners to either modify existing or create new policies;
 - d) Answers general labor questions as requested by the County Administrator, but excluding meeting attendance for labor questions and labor legal services which are specific to a matter such as grievances, collective bargaining issues, negotiations, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, etc.;
 - e) Drafts contracts, leases and ordinances; and
 - f) Performs other necessary legal research not involving specific labor issues.

COHL, STOKER & TOSKEY, PC, shall be paid on a pro rata, monthly basis, as follows:

| EFFECTIVE NOVEMBER 20, 2017 | YEARLY COMPENSATION | MONTHLY PAYMENTS |
|--------------------------------|---------------------|------------------|
| 11/20/17 to 6/21/18 | \$108,834 | \$9,069.50 |

3. COHL, STOKER & TOSKEY, PC, shall be paid for litigation services on a monthly basis pursuant to invoices submitted at an hourly rate of \$145.00 for litigation work and \$150 for labor which are specific to a matter such as grievances, collective bargaining issues, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, et al. On or after June 21, 2018, the yearly compensation shall be reviewed between the parties.
4. Livingston County shall reimburse COHL, STOKER & TOSKEY, PC, for costs such as filing fees, deposition fees, and long distance telephone charges as incurred. In order to minimize ancillary costs COHL, STOKER & TOSKEY, PC, will utilize electronic communications and document transfers via email. When appropriate, the faxing, photocopying, or mailing of documents may be utilized.
5. It is expressly understood and agreed that COHL, STOKER & TOSKEY, PC, is an independent contractor. The personnel employed by COHL, STOKER & TOSKEY, PC, shall in no way be deemed to be and shall not hold themselves out as employees of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. COHL, STOKER & TOSKEY, PC, shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper federal, state and local governments. COHL, STOKER & TOSKEY, PC, shall also be responsible for providing its personnel with workers' compensation and unemployment compensation coverage, as required by law.
6. COHL, STOKER & TOSKEY, PC, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this subsection shall be regarded as a material breach of this Contract, and in the event COHL, STOKER & TOSKEY, PC, is found not to be in compliance, the County may terminate this Contract effective as of the date of delivery of written notification to COHL, STOKER & TOSKEY, PC.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

COUNTY OF LIVINGSTON

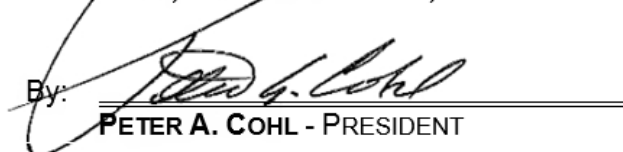
BY:



KATE LAWRENCE - CHAIRWOMAN
COUNTY BOARD OF COMMISSIONERS

COHL, STOKER & TOSKEY, PC

By:



PETER A. COHL - PRESIDENT

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