

# AMENDMENT #4 TO LEGAL SERVICES CONTRACT

THIS AMENDMENT #4 TO THE LEGAL SERVICES CONTRACT, made and entered into \_\_\_\_\_, 2021, 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 \_\_\_\_% increase in the fixed fee effective January 1, 2022, as follows:

| EFFECTIVE       | YEARLY COMPENSATION | MONTHLY PAYMENTS |
|-----------------|---------------------|------------------|
| January 1, 2022 | \$118,940.62        | \$9,911.72       |

2. 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 this Amendment #4 on the day and year first above written.

**COUNTY OF LIVINGSTON**

**COHL, STOKER & TOSKEY, P.C.**

By: \_\_\_\_\_  
**WESLEY J. NAKAGIRI** - CHAIR  
COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
**DAVID G. STOKER, PRESIDENT**

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

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



# 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.

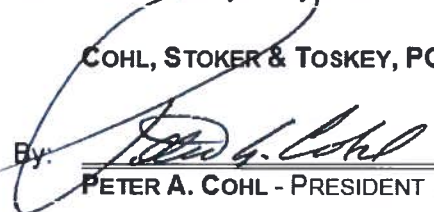
COHL, STOKER & TOSKEY, PC, shall be paid on a pro rata, monthly basis, as follows:

| EFFECTIVE<br>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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