

GRATIOT COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN
AGREEMENT FOR ATTORNEY SERVICES**

**RESOLUTION NUMBER 26-386
ADOPTED MARCH 17, 2026**

WHEREAS the Gratiot County Board of Commissioners desires to enter into an agreement for attorney services for the County; and

WHEREAS the breadth and depth of experience in county law and practice structure of the Cohl, Stoker & Toskey, PC law firm are tailored to provide Gratiot County with required legal services; and

WHEREAS costs associated with the retainer/fixed fee option proposed by Cohl, Stoker & Toskey, PC are consistent with Gratiot County's experience for expenses incurred for legal services.

THEREFORE, BE IT RESOLVED that the Gratiot County Board of Commissioners accepts the proposal submitted by Cohl, Stoker & Toskey, PC for attorney services as detailed in attached Option 3 for retainer with certain services billed hourly, with a retainer/fixed fee of \$4,240.00 per month (\$50,880.00 annually) and \$205 per hour for services not included under General Counsel Retainer and Scope of Services.

BE IT FURTHER RESOLVED that the term of engagement with Cohl, Stoker & Toskey, PC shall commence on April 1, 2026, and continue on an annual basis thereafter unless amended by mutual agreement of the parties or terminated by the County as set forth in the Agreement.

BE IT FURTHER RESOLVED that attorneys representing the County in currently active court cases shall continue such representation through the resolution of such cases.

BE IT FURTHER RESOLVED that the Vice Chairperson of the Board of Commissioners is authorized to sign any necessary contracts/documents consistent with this resolution.

The resolution set forth was offered by Commissioner _____ and supported by Commissioner _____.

A vote was thereupon taken on the foregoing resolution and the voter for such resolution was as follows:

AYES: _____

NAYS: _____

A majority of the members-elect having approved such resolution deems the resolution APPROVED.

STATE OF MICHIGAN)
)ss
COUNTY OF GRATIOT)

I certify that the foregoing is a true and accurate copy of the resolution adopted by the Gratiot County Board of Commissioners, that such resolution was duly adopted at a regular meeting held on the 17th day of March 2026, and that notice of such meeting was given as required by law.

Angie Thompson, Gratiot County Clerk

LEGAL SERVICES CONTRACT

THIS CONTRACT, made and entered this ___ day of March, 2026, by and between GRATIOT COUNTY, a municipal corporation, whose address is 214 E. Center Street, Ithaca, MI 48847 (referred to as “County”), and COHL, STOKER & TOSKEY, P.C., whose address is 601 North Capitol Avenue, Lansing, Michigan 48933 (referred to as “CST”).

WITNESSETH:

WHEREAS, Gratiot County seeks to enter into a contract to retain the law firm of COHL, STOKER & TOSKEY, P.C. as general civil counsel for the County; and

WHEREAS, the CST desires to perform general legal services for the County.

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

1. General Counsel Retainer and Scope of Services. Beginning on April 1, 2026, the sum of \$4,240.00/mo. will be paid to CST for the following legal services:
 - a. Answer to requests for legal opinions, in writing and verbally;
 - b. Provide legal advice on the Open Meetings Act, the Freedom of Information Act, MCL 46.11, and Gratiot County Board rules and procedures;
 - c. Draft and review any requested ordinances;
 - d. Draft, review and negotiate county contracts and leases;
 - e. Review and redraft various County policies which would include, by way of example, Personnel Manual, Family Medical Leave, IT Policy, Harassment Policy, ADA Accommodation Policy, etc.;
 - f. Land use, planning and zoning;
 - g. Environmental law, including solid waste regulations;
 - h. Building Code issues and enforcement (not including litigation);

- i. Building Department matters, including site location for towers and enforcement issues (not including litigation);
- j. Brownfield matters;
- k. Review and/or prepare millage ballot questions;
- l. Election issues;
- m. Tax assessment, equalization and collection issues, and Michigan Tax Tribunal disputes (not including litigation);
- n. Register of Deed issues, including automation fund and recording requirement issues;
- o. Clerk issues, including DBAs, marriage license issues;
- p. Treasurer issues, including tax collection issues;
- q. Labor law issues, including Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, civil rights, harassment, and other labor laws and regulations;
- r. Assist and handle all union grievances up to arbitration;
- s. Handle Union contract negotiations through mediation;
- t. Legal services to Board of Commissioners, County Clerk, Drain Commissioner, Prosecutor, Register of Deeds, Sheriff, Treasurer, Administration, Accounting, Building Department, Dispatch/911, Emergency Management, Equalization, Information Technology, Parks and Recreation, Planning & Zoning Department, Commission on Aging, Gratiot Community Airport, MSU Extension, and Veterans Affairs;
- u. Attend up to 6 in person meetings per year as part of our fixed fee. Virtual meetings are not counted toward this provision and will be covered as part of fixed fee (or hourly depending on the topic). Any additional meetings will have travel charged at the normal hourly rate.
- v. Upon request, provide annual “in-service” training session for newly elected Board of Commissioners and other workshop training for supervisors/department heads. Present a workshop for supervisors on how to properly discipline employees.
- 2. Hourly Rate for Special Services. The sum of \$205.00 per hour will be paid to CST for any

other matters not specifically mentioned above including, but not limited to, grievance arbitrations, MERC Fact Finding, Act 312 Arbitration, court litigation, administrative hearings (unemployment, civil rights, etc.).

3. Reimbursable Costs and Billing. The minimum increment for time billed is 0.3 hours and the County will reimburse CST for its costs, such as filing fees, deposition fees, copies, long distance telephone charges, postage, facsimiles, and electronic legal research. CST will record actual travel time as necessary for

the legal services provided to the County, both under the retainer and for travel associated with non-retainer work but will not charge the IRS mileage reimbursement rate. CST will attend up to 6 in person meetings per year with travel included in the fixed fee. CST will provide itemized monthly statements which will be paid within 30 days of receipt, or in the case of a payment clarification question, within 30 days of the resolution of the question. Invoices will be sent electronically to the Gratiot County Administrator.

4. Term and Termination. CST will commence performance of the services required of it in this Contract on April 1, 2026. The Contract will continue on an annual basis thereafter unless amended by mutual agreement of the parties or terminated by the County as set forth below. Starting on or after November 1, 2027, and each successive November 1st that the Contract is in place, the yearly compensation will be reviewed between the parties for the upcoming year. Notwithstanding any contrary provision, either party may terminate this Contract with 60 calendar days' prior written notice. In the event the Contract is terminated, CST will cooperate in all respects with the County and the County's new legal counsel to facilitate this transition.

5. Independent Contractor. It is expressly understood and agreed that CST is an independent contractor. The personnel employed by CST will in no way be deemed to be and will not hold themselves out as employees of the County and will 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. CST will 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. CST will also be responsible for providing its personnel with workers' compensation and unemployment compensation coverage, as required by law.

6. Insurance. CST will furnish to the County a certificate of insurance providing for a commercial general liability insurance policy on an occurrence basis with policy limits of at least \$1,000,000.00, to include but not be limited to personal injury, bodily injury, property damage, and contractual liability. CST will also furnish the following certificates of insurance coverage to the County: (1) a certificate of insurance providing for professional liability insurance in an amount of at least \$1,000,000.00 per claim and

\$1,000,000.00 aggregate; and (2) a certificate of insurance covering workers' compensation for CST's employees.

7. Non-discrimination. CST, as required by law, will 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 will be regarded as a material breach of this Contract, and in the event CST is found not to be in compliance with this section, the County may terminate this Contract effective as of the date of delivery of written notification to CST.

8. Conflict of Interest. In the event the interests of the County and interests of other clients become directly adverse in connection with any pending matters, such conflicts will be discussed and resolved pursuant to the Michigan Rules of Professional Conduct. All information communicated between the County and CST within the attorney-client privilege will be and remain confidential, and will not be disclosed by CST, consistent with the Michigan Rules of Professional Conduct and applicable law.

9. Dispute Resolution. Unless immediately commencing litigation is necessary to preserve the rights of one of the parties, the parties agree that, prior to the commencement of any such litigation, they will first proceed in good faith to mediate their dispute. The mediator shall be selected by mutual agreement and the costs of the mediation shall be borne equally by the parties. Every effort should be made to complete the mediation process within 30 days from the notice of the dispute.

10. Governing Law. The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Contract in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event that any action is brought under this Contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District.

11. Modification. Modifications, amendments, or waiver of any provisions of this Contract may be made only by the written mutual consent of the parties hereto.

12. Disregarding Titles. The titles of the section set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provision of this Contract.

13. Notices. Any notice required or permitted to be given under this Contract shall be deemed properly given if in writing and if mailed by first-class mail, to the residence of the Employee as appearing on the records of the Employer, or to the principal office of the Employer, to the attention of its Chairperson.

14. Invalid Provisions. If any provision of this Contract is held to be invalid, the remainder of the Contract shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or enforceability of this Contract.

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

GRATIOT COUNTY

Date

By: _____
Janice Bunting, Vice-Chair
Board of Commissioners

COHL, STOKER & TOSKEY, P.C.

Date

By: _____
David G. Stoker, President