

**MODIFICATION TO ADD FUNDS AND TIME AND REMOVE AND REPLACE
EXHIBIT B TO THE LEGAL SERVICES CONTRACT**

THIS MODIFICATION TO ADD FUNDS, TIME AND TO REMOVE AND REPLACE EXHIBIT B to the Legal Services Contract (CC#:18-40-019-M1) (BO#: 21889822) (TCM#2018-40-148) is made this 24th day of January, 2019, by and between the County of Wayne, a body corporate and Charter County, acting by and through the Department of Corporation Counsel ("County"), and **SAURBIER LAW FIRM**, a Michigan Corporation ("Firm").

WHEREAS, on **September 10, 2018**, a Legal Services Contract in the amount not to exceed **\$35,000.00** was approved by the Wayne County Executive (CC#:18-40-019) authorized under Section 120-121 (a) of the Procurement Ordinance; for the Firm to provide legal consultation and representation in the matter of **Sead & Dzeveda Talic v Wayne County, et al**; and

WHEREAS, the Firm and the County have agreed to execute this modification to add funds and time to this agreement; and

WHEREAS, the term of the original contract is **July 18, 2018 through July 17, 2020**; and

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. Modified Term: **July 18, 2020 through July 17, 2021**
2. Payment: Exhibit B is removed and replaced in its entirety. Exhibit B (Compensation) is amended in accordance with the Modification to Add Funds in the amount of **\$115,000.00** for a total compensation under this contract not to exceed **\$150,000.00**; and
3. Amount: The modification **does** increase the total compensation and cannot exceed **\$150,000.00** under this contract; and
4. Effect: All remaining terms and conditions of the Contract shall remain in full force and effect.
5. Attorneys: Under this Agreement and Exhibit B, the County will pay attorney members of the Firm the blended hourly rate of \$200.00 per hour; Paralegal or law clerk under this agreement shall be paid \$75.00 per hour.

COUNTY OF WAYNE

DocuSigned by:
By: Darnella Williams for

WARREN C. EVANS
Wayne County Executive

Dated: 5/20/2019 | 11:41:35 AM EDT

By: James W. Heath
JAMES W. HEATH
Interim Corporation Counsel

Dated: 1/25/19

SAURBIER LAW FIRM

By: [Signature]

Dated: 1/25/19

Federal Tax ID: 38-3447475

APPROVED BY THE
WAYNE COUNTY COMMISSION:
Resolution #: _____

Dated: _____

**AMENDED EXHIBIT B
COMPENSATION**

- A. Under this Agreement, the County will pay the attorney members of the Firm the hourly rate of \$200.00 per hour:

The County allows the Firm the discretion to assign attorney members with the matter specific legal expertise to represent the County in this matter. **However, newly added attorney's hourly billing rates cannot exceed the agreed upon rates and must be discounted by 25% during the learning curve period.**

The rates for a paralegal or law clerk under this agreement shall be \$75.00 per hour.

- B. Unless otherwise specified in this Agreement, invoices for payment under this Agreement **MUST BE SUBMITTED WITHIN 45 DAYS OF THE DATE OF SERVICE OR PAYMENT WILL NOT BE MADE. ALL INVOICES MUST BE DETAILED AND SHOW ITEMIZED EXPENSES. All invoices shall indicate for each attorney, law clerk and paralegal the hours billed and the hourly rate. All invoices shall include the following Agreement CC#:18-40-019-M1. The total compensation under this Agreement cannot exceed \$150,000.00.**
- C. Reimbursement for attendance at depositions is limited to one attorney.
- D. Reimbursement for attendance at hearings and meetings is limited to two attorneys.
- E. Administrative, clerical, secretarial, word processing and time accounting activities are not reimbursable expenses. Office supplies are not reimbursable.
- F. Reimbursement is allowed for the reasonable cost of meals and lodging when representation requires travel beyond fifty (50) miles of the corporate limits of the County of Wayne. Travel time is reimbursable at one-half the normal hourly rate.
- G. The following Services shall be invoiced at the rates which represent the actual costs to the Firm: necessary local deliveries, telephone, transcript costs, postage, express mail services, outside printing or copying, filing, notary, and miscellaneous like expenses directly related and necessary.
- H. Copying (in-house) rates shall not exceed \$0.25 per page.
- I. Any costs or reimbursable expenses not enumerated in this Agreement shall require the prior written approval of the Corporation Counsel or designee.
- J. Expert witnesses shall not be retained or paid without prior approval of the County.
- K. The Firm is responsible for notifying Corporation Counsel two (2) months prior to the time it is anticipated that the Agreement's cap will be reached to enable time for processing a renewal or a Contract Modification. The Firm will not be paid for work that is not authorized pursuant to a valid agreement.

- L. Research. The Firm was selected to represent the County because of its expertise. Consequently, the County shall not be charged for basic research. Other research on specific issues must be billed at the agreed on hourly rate for the person performing the research. Computerized research will not be compensated unless specifically provided for by this Agreement.
- M. The following are excluded from this Agreement and are not compensable:
1. Reviewing/discussing legal service invoices.
 2. Preparing invoices.
 3. Reviewing and preparing responses to solicitation documents.
 4. Preparation of monthly Case Management Report.
 5. Attendance at Wayne County Commission meetings for the purposes of approval of this Agreement, or any modification/renewal thereto.
 6. Preparation of required audit letters requested by the County or an affiliated accounting firm.
 7. Other non-legal services as determined by the County.