



Wexford County

FINANCE & APPROPRIATIONS COMMITTEE

Brian Potter, Chair

NOTICE OF MEETING

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Wednesday, February 26, 2025, beginning at 4:00 p.m. in the Commissioners' Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF FEBRUARY 13, 2025, REGULAR MEETING MINUTES 1
- F. PUBLIC COMMENTS
Designated for topics on the agenda only.
- G. AGENDA ITEMS
 - 1. Approval of the Claims *(Clerk's Office)*
 - 2. Revenue & Expense Reports.....3
 - 3. Managed Assigned Counsel Coordinator Agreement - Public Defenders Office 8
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY
FINANCE & APPROPRIATIONS COMMITTEE MEETING
REGULAR MEETING MINUTES
February 13, 2025

The regular meeting was called to order by Chairman Brian Potter at 4:00 p.m., in the Commissioners' Room, Third Floor, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Brian Potter, Sandy Bengelink, Mark Nyman, Gary Taylor
Members Absent: None
Also Present: Jami Bigger, Deputy Administrator & HR Director; Ashley Hackert, Accounts Payable Clerk/Deputy Clerk; Joe Porterfield, County Administrator & Equalization Director

ADDITIONS OR DELETIONS TO THE AGENDA

None.

APPROVAL OF THE AGENDA

A motion was made by Comm. Taylor and supported by Comm. Nyman to approve the agenda. A vote was called, all in favor.

APPROVAL OF THE MINUTES

A motion was made by Comm. Taylor and supported by Comm. Bengelink to approve the January 22, 2025, regular meeting minutes. A vote was called, all in favor.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Approval of Claims

A motion was made by Comm. Taylor and supported by Comm. Bengelink to approve paying the bills in the amount of \$612,812.62. A vote was called, all in favor.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Mr. Porterfield informed the Committee:

- Audit preparation has begun.
- He attended a meeting discussing new body cameras and in-car cameras.
- A meeting took place today to start investigating the option of leasing versus buying county vehicles to see if that could save the county money.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Taylor and supported by Comm. Nyman to adjourn the meeting at 4:03 p.m. A vote was called, all in favor.

Brian Potter, Chair

Jami Bigger, Recording Secretary

DRAFT

PERIOD ENDING 01/31/2025

% Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2025	MONTH 01/31/2025	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
UNCLASSIFIED	Unclassified	18,535,218.00	149,366.47	149,366.47	18,385,851.53	0.81
TOTAL REVENUES		18,535,218.00	149,366.47	149,366.47	18,385,851.53	0.81
Expenditures						
101	COMMISSIONERS	126,769.00	13,567.03	13,567.03	113,201.97	10.70
172	COUNTY ADMINISTRATION	141,229.00	13,422.63	13,422.63	127,806.37	9.50
174	GEN SERVICES ADMINISTRATION	1,164,008.00	49,115.00	49,115.00	1,114,893.00	4.22
193	ARPA Direct Payment	0.00	17,000.00	17,000.00	(17,000.00)	100.00
194	DEPT OF AGRICULTURE	120,000.00	0.00	0.00	120,000.00	0.00
215	COUNTY CLERK	434,731.00	36,876.79	36,876.79	397,854.21	8.48
245	STATE SURVEY & REMONUMENTATION	49,978.00	0.00	0.00	49,978.00	0.00
253	COUNTY TREASURER	445,233.00	57,278.42	57,278.42	387,954.58	12.86
257	EQUALIZATION	612,297.00	54,724.57	54,724.57	557,572.43	8.94
262	ELECTIONS	56,250.00	0.00	0.00	56,250.00	0.00
265	BUILDING AND GROUNDS	489,201.00	35,202.58	35,202.58	453,998.42	7.20
268	DISTRICT HEALTH DEPARTMENT	97,200.00	3,484.02	3,484.02	93,715.98	3.58
270	HUMAN RESOURCES	98,570.00	(5,905.22)	(5,905.22)	104,475.22	(5.99)
272	MAINT/STORAGE - BLDG/GRDS	7,850.00	232.74	232.74	7,617.26	2.96
276	HUMAN SERVICES BLDG	131,750.00	6,245.50	6,245.50	125,504.50	4.74
278	JAIL - BLDG/GRDS	265,000.00	20,761.40	20,761.40	244,238.60	7.83
279	PUBLIC DEFENDER	279,350.00	32,619.63	32,619.63	246,730.37	11.68
283	CIRCUIT COURT	348,069.00	34,671.45	34,671.45	313,397.55	9.96
286	DISTRICT COURT	802,393.00	72,843.34	72,843.34	729,549.66	9.08
289	FRIEND OF THE COURT	1,026,819.00	76,417.34	76,417.34	950,401.66	7.44
294	PROBATE COURT	716,575.00	62,570.21	62,570.21	654,004.79	8.73
295	PROBATION AND PAROLE	2,700.00	0.00	0.00	2,700.00	0.00
296	PROSECUTING ATTORNEY	876,167.00	88,388.43	88,388.43	787,778.57	10.09
297	JURY COMMISSION	5,250.00	0.00	0.00	5,250.00	0.00
298	CIRCUIT COURT FAMILY COUNS.	75,217.00	7,910.69	7,910.69	67,306.31	10.52
299	PROS ATTN CO-OP REIMB	75,527.00	7,883.27	7,883.27	67,643.73	10.44
301	SHERIFF	3,311,718.00	319,566.10	319,566.10	2,992,151.90	9.65
316	SECONDARY ROAD PATROL	104,979.00	8,490.83	8,490.83	96,488.17	8.09
331	MARINE	37,367.00	0.00	0.00	37,367.00	0.00
332	SNOWMOBILE	34,899.00	7,941.70	7,941.70	26,957.30	22.76
333	ORV GRANT	41,000.00	707.25	707.25	40,292.75	1.73
334	FEDERAL FOREST	4,000.00	0.00	0.00	4,000.00	0.00
351	JAIL	3,761,968.00	279,862.57	279,862.57	3,482,105.43	7.44
362	STATE GRANT PA 511	128,543.00	4,716.53	4,716.53	123,826.47	3.67
363	ENHANCEMENT	171,262.00	20,236.55	20,236.55	151,025.45	11.82
426	EMERGENCY MANAGEMENT	105,732.00	10,627.44	10,627.44	95,104.56	10.05
442	DRAIN COMMISSION	86,989.00	4,524.59	4,524.59	82,464.41	5.20
526	SANITARY LANDFILL	65,000.00	1,872.50	1,872.50	63,127.50	2.88
648	MEDICAL EXAMINER	110,400.00	10,600.00	10,600.00	99,800.00	9.60
681	VETERANS BURIAL	10,000.00	0.00	0.00	10,000.00	0.00
711	REGISTER OF DEEDS	350,905.00	37,282.49	37,282.49	313,622.51	10.62
959	APPROPRIATIONS	466,543.00	84,020.84	84,020.84	382,522.16	18.01
995	TRANSFERS	1,295,780.00	268,420.12	268,420.12	1,027,359.88	20.71
TOTAL EXPENDITURES		18,535,218.00	1,744,179.33	1,744,179.33	16,791,038.67	9.41

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY
 PERIOD ENDING 01/31/2025
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDT USED
		AMENDED BUDGET	01/31/2025 NORMAL (ABNORMAL)	MONTH 01/31/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
	TOTAL REVENUES	18,535,218.00	149,366.47	149,366.47	18,385,851.53	0.81
	TOTAL EXPENDITURES	18,535,218.00	1,744,179.33	1,744,179.33	16,791,038.67	9.41
	NET OF REVENUES & EXPENDITURES	0.00	(1,594,812.86)	(1,594,812.86)	1,594,812.86	100.00

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY
 PERIOD ENDING 01/31/2025
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GL NUMBER	DESCRIPTION	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2025 NORMAL (ABNORMAL)	MONTH 01/31/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 225 - ANIMAL CONTROL						
Revenues						
UNCLASSIFIED	Unclassified	298,303.00	102,053.67	102,053.67	196,249.33	34.21
TOTAL REVENUES		<u>298,303.00</u>	<u>102,053.67</u>	<u>102,053.67</u>	<u>196,249.33</u>	<u>34.21</u>
Expenditures						
000		298,303.00	20,547.65	20,547.65	277,755.35	6.89
TOTAL EXPENDITURES		<u>298,303.00</u>	<u>20,547.65</u>	<u>20,547.65</u>	<u>277,755.35</u>	<u>6.89</u>
Fund 225 - ANIMAL CONTROL:						
TOTAL REVENUES		298,303.00	102,053.67	102,053.67	196,249.33	34.21
TOTAL EXPENDITURES		<u>298,303.00</u>	<u>20,547.65</u>	<u>20,547.65</u>	<u>277,755.35</u>	<u>6.89</u>
NET OF REVENUES & EXPENDITURES		0.00	81,506.02	81,506.02	(81,506.02)	100.00
Fund 239 - COURT SECURITY FUND						
Revenues						
UNCLASSIFIED	Unclassified	196,211.00	17,903.88	17,903.88	178,307.12	9.12
TOTAL REVENUES		<u>196,211.00</u>	<u>17,903.88</u>	<u>17,903.88</u>	<u>178,307.12</u>	<u>9.12</u>
Expenditures						
000		196,211.00	10,475.20	10,475.20	185,735.80	5.34
TOTAL EXPENDITURES		<u>196,211.00</u>	<u>10,475.20</u>	<u>10,475.20</u>	<u>185,735.80</u>	<u>5.34</u>
Fund 239 - COURT SECURITY FUND:						
TOTAL REVENUES		196,211.00	17,903.88	17,903.88	178,307.12	9.12
TOTAL EXPENDITURES		<u>196,211.00</u>	<u>10,475.20</u>	<u>10,475.20</u>	<u>185,735.80</u>	<u>5.34</u>
NET OF REVENUES & EXPENDITURES		0.00	7,428.68	7,428.68	(7,428.68)	100.00
Fund 249 - BUILDING INSPECTIONS DEPT.						
Revenues						
UNCLASSIFIED	Unclassified	320,000.00	18,443.76	18,443.76	301,556.24	5.76
TOTAL REVENUES		<u>320,000.00</u>	<u>18,443.76</u>	<u>18,443.76</u>	<u>301,556.24</u>	<u>5.76</u>
Expenditures						
000		239,801.00	26,118.48	26,118.48	213,682.52	10.89
TOTAL EXPENDITURES		<u>239,801.00</u>	<u>26,118.48</u>	<u>26,118.48</u>	<u>213,682.52</u>	<u>10.89</u>
Fund 249 - BUILDING INSPECTIONS DEPT.:						
TOTAL REVENUES		320,000.00	18,443.76	18,443.76	301,556.24	5.76
TOTAL EXPENDITURES		<u>239,801.00</u>	<u>26,118.48</u>	<u>26,118.48</u>	<u>213,682.52</u>	<u>10.89</u>

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY
 PERIOD ENDING 01/31/2025
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	YTD BALANCE 01/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 01/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 249 - BUILDING INSPECTIONS DEPT. NET OF REVENUES & EXPENDITURES		80,199.00	(7,674.72)	(7,674.72)	87,873.72	9.57
Fund 260 - PUBLIC DEFENDER Revenues						
UNCLASSIFIED	Unclassified	1,974,202.00	14,853.12	14,853.12	1,959,348.88	0.75
TOTAL REVENUES		1,974,202.00	14,853.12	14,853.12	1,959,348.88	0.75
Expenditures 000		1,974,202.00	106,726.01	106,726.01	1,867,475.99	5.41
TOTAL EXPENDITURES		1,974,202.00	106,726.01	106,726.01	1,867,475.99	5.41
Fund 260 - PUBLIC DEFENDER: TOTAL REVENUES		1,974,202.00	14,853.12	14,853.12	1,959,348.88	0.75
TOTAL EXPENDITURES		1,974,202.00	106,726.01	106,726.01	1,867,475.99	5.41
NET OF REVENUES & EXPENDITURES		0.00	(91,872.89)	(91,872.89)	91,872.89	100.00
Fund 261 - 911-WIRELESS Revenues						
UNCLASSIFIED	Unclassified	1,400,000.00	143.28	143.28	1,399,856.72	0.01
TOTAL REVENUES		1,400,000.00	143.28	143.28	1,399,856.72	0.01
Expenditures 000		155,000.00	1,011.82	1,011.82	153,988.18	0.65
325	COMMUNICATIONS/DISPATCH	1,103,334.00	106,348.03	106,348.03	996,985.97	9.64
TOTAL EXPENDITURES		1,258,334.00	107,359.85	107,359.85	1,150,974.15	8.53
Fund 261 - 911-WIRELESS: TOTAL REVENUES		1,400,000.00	143.28	143.28	1,399,856.72	0.01
TOTAL EXPENDITURES		1,258,334.00	107,359.85	107,359.85	1,150,974.15	8.53
NET OF REVENUES & EXPENDITURES		141,666.00	(107,216.57)	(107,216.57)	248,882.57	75.68
Fund 292 - CHILD CARE FUND Revenues						
UNCLASSIFIED	Unclassified	1,014,243.00	112.50	112.50	1,014,130.50	0.01
TOTAL REVENUES		1,014,243.00	112.50	112.50	1,014,130.50	0.01
Expenditures 000		1,014,243.00	44,476.34	44,476.34	969,766.66	4.39
TOTAL EXPENDITURES		1,014,243.00	44,476.34	44,476.34	969,766.66	4.39

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY
 PERIOD ENDING 01/31/2025
 % Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	01/31/2025 NORMAL (ABNORMAL)	MONTH 01/31/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 292 - CHILD CARE FUND						
Fund 292 - CHILD CARE FUND:						
	TOTAL REVENUES	1,014,243.00	112.50	112.50	1,014,130.50	0.01
	TOTAL EXPENDITURES	1,014,243.00	44,476.34	44,476.34	969,766.66	4.39
	NET OF REVENUES & EXPENDITURES	0.00	(44,363.84)	(44,363.84)	44,363.84	100.00
	TOTAL REVENUES - ALL FUNDS	5,202,959.00	153,510.21	153,510.21	5,049,448.79	2.95
	TOTAL EXPENDITURES - ALL FUNDS	4,981,094.00	315,703.53	315,703.53	4,665,390.47	6.34
	NET OF REVENUES & EXPENDITURES	221,865.00	(162,193.32)	(162,193.32)	384,058.32	73.10

INDEPENDENT CONTRACTOR AGREEMENT
MANAGED ASSIGNED COUNSEL COORDINATOR (MACC) UNDER THE MICHIGAN
INDIGENT DEFENSE COMMISSION ACT

THIS AGREEMENT, made and entered into by and between the COUNTY OF WEXFORD, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as the "County"), and _____, hereinafter referred to as Managed Assigned Counsel Coordinator ("MACC").

WHEREAS, the State of Michigan has enacted the MICHIGAN INDIGENT DEFENSE COMMISSION ACT of 2013, MCL 780.981 et seq., creating the Michigan Indigent Defense Commission ("MIDC") to provide indigent defendants in criminal cases with effective assistance of counsel, to provide standards for the appointment of legal counsel, to provide for and limit certain causes of action, and to provide appropriations and grants to fund the activities under the Act; and

WHEREAS, Wexford-Missaukee County has elected to implement the required MIDC Standards using a Public Defender Office that handles the majority of the indigent defense cases and a MACC contract which handles overflow and conflict cases; and

WHEREAS, Wexford County, acting under its financial agent authority for the MIDC Office of Wexford Missaukee Public Defender's Office, desires to enter into an to perform all of the required statutory duties of a MACC for the Wexford Missaukee Indigent Counsel Program; and

WHEREAS, the County and MACC agree that the compensation to be paid in this Agreement is reasonably related to the services MACC actually performs based upon a reasonable estimate of the cases to be assigned and the hours to be expended by MACC for the Agreement year covered by this Agreement; and

WHEREAS, MACC has represented that she is ready, willing, and able to provide such services on an independent contract basis.

NOW THEREFORE, the Parties do hereby mutually agree, as follows:

1. **Term and Termination:**

A. This Agreement will become effective be _____ and will terminate on September 30, 2025.

B. Notwithstanding any other provision of this Agreement, the County shall, at any time and with or without cause be entitled to terminate the Agreement provided that the County shall be obligated to compensate the MACC for services already performed under this Agreement.

C. MACC shall provide the County not less than sixty (60) calendar days written advance notice in the event MACC desires to not renew this Agreement. Such written notice shall be provided to the Chief Public Defender and the Courts.

D. The County and MACC agree that MACC may terminate this Agreement without notice if MACC is elected or appointed to public office.

E. Should this Agreement be terminate by expiration of the term (paragraph 1(A)) and/or is it not renewed, or terminated by the County or MACC (as set forth in paragraphs 1(B) or (C)), MACC agrees that she will complete the representation of all clients who had been assigned to her during the existence of the Agreement. This continuation of representation obligation shall not apply for a termination under paragraph 1(D).

F. The term of this Agreement may be extended for an additional calendar year term in the discretion of the County. The Agreement may not be extended by the County if MACC provides timely notice provided in Paragraph 1(C).

2. Services to be Performed:

A. Under the direction of the Wexford County Public Defender's Office, MACC is responsible to assigning and/or provide complete and competent legal defense services for qualifying indigent persons. MACC is responsible for assigning, supervising and performing all duties associated with the provision of competent and consistent legal representation. MACC shall continue such representation of each defendant until final disposition in either the district court or circuit court within the county, even should that representation extend beyond the termination date of this Agreement. MACC also is responsible to pursue motions and appeals according to MCR 6.005(H)-Scope of Trial Lawyer's Responsibilities. Final disposition is defined as dismissal of the case, sentencing of the defendant, withdrawal of counsel with Court approval, or substitution of other counsel. Reserved restitution issues and probation violations are included; parole violations are not included within the definition of final disposition.

B. MACC shall be responsible to prepare and file all required compliance reports as required Managed Assigned Counsel Coordinator by County or MIDC.

C. Cases will be forwarded to MACC for appointment of assigned counsel in the event of conflicts or excess caseload for the Wexford Missaukee Public Defenders. Assigned counsel shall be compensated at the following hourly rates as set forth by the most current MIDC standards: misdemeanors - \$125; felonies - \$137; life offenses (including habitual enhancement-life offenses) - \$150. Caseload limits shall be determined by MIDC Standard 6. MACC shall be responsible for the assignment of cases to other attorney(s) as necessary to resolve conflicts or excessive caseloads.

MACC shall be responsible for reviewing the qualifications of, appointing and supervising assigned counsel and ensuring that all assigned counsel meet the MIDC standards

established for legal providers, including but not limited to basic skills and training requirements. MACC shall monitor first appearance contacts, compliance with education and training requirements and standardized billing by assigned counsel. MACC shall be responsible to review billings submitted by assigned counsel

D. MACC shall not solicit nor accept any retainer, payment, reimbursement, or any other compensation or property from or on behalf of any person she has been appointed to defend under this Agreement or for services performed for a defendant under this Agreement.

E. MACC shall timely meet with clients in accordance with MIDC Standard 2- prior to initial court appearance and after being appointed to represent an individual either in person, telephonically or electronically.

F. MACC shall comply with all state and federal laws, all local laws and ordinances, and all Michigan Rules of Professional Conduct and MIDC Standards approved by the Department of Licensing and Regulatory Affairs.

3. **Payment:** In consideration for the services to be performed by the MACC, the Parties agree to a hybrid payment system employing both flat rate compensation and, if MACCs tracked hours for monthly services under this Agreement exceed the flat rate compensation amount, additional incremental hourly payments. This compensation arrangement is intended to provide compensation equivalent to the MIDC minimum hourly rates while also providing a baseline guaranteed monthly compensation.

A. **Flat Rate Compensation** --- \$4200 each calendar month. The Flat Rate Compensation of \$4200 includes, but is not limited to, assignment of appointed counsel for all of the following case types:

- a) Regular case hours as indicated in this Agreement;
- b) Circuit/district court probation violations (including treatment court probation violations)-tracked at underlying case rates;
- c) Treatment court meetings (bi-weekly panel discussion/votes)-at \$125.00/hr.;
- d) Show cause/criminal contempt arraignments/hearings-at \$125.00/hr. for friend of the court-all others tracked at underlying case rates;
- e) First appearance/arraignment/docket coverage-tracked at underlying case rates;
- f) District court to circuit court appeals-tracked at underlying case rates;
- g) Restitution hearings-tracked at underlying case rates;
- h) Pre-sentence investigation interviews-tracked at underlying case rates;
- i) Early probation discharge-tracked at underlying case rates;
- j) Interlocutory appeals-tracked at underlying case rates.

B. **Tracking Hours** -- MACC shall fully and accurately maintain detailed records. MACC shall track case hours and time for MACC administration/supervision of assigned counsel services performed, including those hours which are included in the Flat Rate

Compensation. MACC shall provide such records to the County or designee, upon request. The County shall have the right, in its discretion, to audit case or compensation records under this Agreement.

All time tracked shall be limited to actual time expended. Minimum billing increments shall not exceed 2 tenth of an hour.

No more than one hour may be billed for administration of each new case, e.g. thirty minutes for opening, thirty minutes for closing, or one hour for both. This hour is intended to compensate for time expended and any and all administrative overhead that occurs on a new file, including but not limited to postage, filing, reviewing/imputing notices to appear, etc.

C. Additional Hourly Compensation. In compliance with MIDC Standard 8, MACC will receive additional hourly compensation (at the hourly rates set forth in Paragraph 3(D)) if the actual and tracked case hours performed in the month (multiplied by the applicable MIDC Standard 8 rate) exceeds the Flat Rate Compensation of \$4200 month. (“Additional Hourly Compensation”)

MACC shall submit invoices seeking payment of Additional Hourly Compensation to the Wexford County Public Defender for review, and a recommendation to the Board of Commissioners. The invoice must include an invoice number, dates covered by the invoice, tracked hours and a summary of the work performed MACC. Invoices shall be paid within a reasonable time after approved by the County.

D. Current Standard 8 Rates—as adjusted yearly by MIDC Standard 8 The rates used to account for the Flat Rate Compensation each month and which may be payable as Additional Hourly Compensation will comply with MIDC Standard 8 – which are currently as follows:

\$125.00/hour for misdemeanors and MACC administrative duties;
\$137.00/hour for felonies; and
\$150.00/hour for life offenses.

E. Expenses:

a. Limited Reimbursable Case Expenses: County shall be responsible only for the following limited case related expenses: necessary and reasonable fees for experts; case investigation fees; MIDC required training set for in MIDC Standards; mileage (at the current state rate) for out-of-county detention or out-of-county hearings; other assigned counsel; and MACC administration duties and other necessary costs as described in the Indigent Defense System Cost Analysis FY 25.

b. Other Expenses:

MACC shall be responsible for all other expenses incurred while performing services under this Agreement, including but not limited to, office and overhead expenses, in-

county or other travel expenses not addressed in paragraph E(a), meal expenses, automobile, truck or other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; overhead, rent, fuel; phone; and any other compensation paid to employees or subcontractors.

MACC will furnish all office space, vehicles, equipment, tools, and materials necessary to provide the services required by this Agreement. The County will not rent or purchase any office space, equipment, product, or service for use by MACC.

4. Independent Contractor Status:

MACC is an independent contractor and neither the MACC nor the MACC's employees or subcontractors, if any, shall be deemed and shall not hold themselves out as County employees. It is expressly understood and agreed that MACC is an independent contractor. In her capacity as independent contractor, the MACC agrees as follows:

A. This Agreement with the County is not exclusive, and MACC has the right to perform services for others during the term of this Agreement -- including conflict cases from other indigent defense systems -- provided such other service does not create a legal conflict with the services provided under this Agreement and/or does not impair or delay her ability to perform obligations to the County under this Agreement. MACC's obligation to represent indigent individuals, including but not limited to criminal defendants, under this Agreement shall take precedence over any and all other commitments to other clients that MACC might have in the course of her legal practice; and in any conflict between proceedings under this Agreement and other legal business of MAC, the proceedings under this Agreement shall take priority.

B. MACC has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed provided such services under this Agreement are timely and provided in a manner which comports with the Rules of Professional Conduct, MCIC standards and Michigan jurisprudential requirements.

C. MACC has the right to hire and use employees to provide the services required by this Agreement providing such employees are properly licensed and/or qualified to perform the services included under this Agreement.

D. MACC represents and warrants that MACC and MACC's employees and subcontractors, if any, will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

E. MACC shall at all times maintain, at MACC's sole expense, membership with the State Bar of Michigan as an active attorney and shall solely be responsible for the payment dues as an active attorney. In the event that MACC is not an active member of the State Bar of Michigan by becoming an inactive or emeritus member, or if MACC's license to practice law is revoked or disbarred, this Agreement shall immediately terminate. In the event that the MACC's license to practice law becomes suspended, for

any reason other than for the failure to pay membership dues on a timely basis, any sums due and owing to the MACC for services rendered shall be withheld until such time as confirmation of the reinstatement of the license to practice law is provided to the satisfaction of the County.

F. MACC shall pay all taxes incurred on her behalf or on behalf of MACC's employees while performing services under this Agreement, including all applicable income taxes and, if MACC is not a corporation, self-employment (Social Security) taxes. Upon request, MACC shall provide the County with proof that such payments have been made.

The County shall not withhold FICA (Social Security and Medicare taxes) from MACC payments or make FICA payments on MACC's behalf or on behalf of MACC's employees or subcontractors; or withhold state or federal income tax from MACC's payments on MACC's behalf or on behalf of MACC's employees or subcontractors.

G. MACC acknowledges and agrees that neither the MACC nor MACC's employees or subcontractors are eligible to participate in any employee pension, health, insurance, vacation pay, sick pay, or other fringe benefit plan of County.

H. The County shall make no state or federal unemployment compensation payments on behalf of MACC or MACC's employees or subcontractors, if any. Neither MACC, nor MACC's employees or subcontractors, if any, will be entitled to these benefits from the County in connection with work performed under this Agreement.

I. The County shall not obtain workers' compensation insurance on behalf of MACC or MACC's employees or subcontractors, if any. If MACC hires employees to perform any work under this Agreement, MACC will be solely responsible for any workers' compensation insurance to the extent required by law and MACC will provide County with a certificate of workers' compensation insurance before the employees begin the work. Similarly, if MACC hires subcontractors to perform any work under this Agreement, MACC will ensure the subcontractors have workers' compensation insurance to the extent required by law and MACC will provide the County with a certificate of workers' compensation insurance before any work is performed by any subcontractor.

5. **Insurance:** The County shall not provide insurance coverage of any kind for MACC or MACC's employees or subcontractors. MACC shall obtain the following insurance coverages, which must be purchased from companies licensed to do business in the State of Michigan, and maintain same during the entire term of this Agreement:

- A. Automobile liability insurance for each vehicle used in the performance of this Agreement, including owned, non-owned (for example, owned by MACC's employees), leased, or hired vehicles in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- B. Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for bodily injury,

personal injury, broad form property damage, contractual liability, lawyer's professional liability, and cross-liability.

Before commencing any work, MACC shall provide the County with proof of this insurance. Similarly, MACC shall require that any subcontractor hired by them obtains automobile liability insurance and comprehensive or commercial general liability insurance in the same amounts stated above. Before any subcontractor commences any work, MACC shall provide the County with proof of subcontractors' insurance

6. **Indemnification.** MACC shall indemnify and hold the County harmless from any loss or liability arising from performing services under this Agreement including any services performed by MACC's employees or subcontractors.

7. **Applicable Law and Venue.** This Agreement shall be subject to and construed according to the laws of the State of Michigan. The County and MACC agrees that the venue for any legal or equity action under this Agreement shall be in Wexford County Michigan. If any action is brought under this Agreement in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

8. **Waivers.** No failure or delay on the part of either the County or MACC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. In no event shall the making by the County of any payment due to MACC constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of MACC. The making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

9. **Assignment.** MACC may not assign this Agreement without the prior written approval of the County.

10. **No Third Party Beneficiaries.** The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

11. **Amendment.** All modifications, amendments or waivers of any provision of this Agreement or the services to be performed hereunder, shall be made only by the written mutual consent of the parties hereto.

12. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

13. **Invalid or Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

12. **Certification of Authority to Execute.** The individuals signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

County of Wexford

Managed Assigned Counsel Coordinator

By: _____
Gary Taylor, Chairperson

By: _____
(Signature)

Name: _____
(Print or Type)

Date: _____

Title: _____
(Print or Type)

Date: _____