



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, March 05, 2025, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATIONS AND REPORTS
 - 1. Approval of the February 19, 2025, Regular Meeting Minutes 1
 - 2. Wexford County Drain Commissioner’s Annual Accomplishment Report Water Year 2024 (*Mike Solomon, Drain Commissioner*) 4
- H. PUBLIC COMMENT
Designated for topics on the agenda only.
- I. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.
- J. AGENDA ITEMS
 - 1. Request to Send a Cadet to the august 2025 Police Academy (*HR/PS, February 2025*)
 - 2. Managed Assigned Counsel Coordinator Agreement- Public Defenders Office (*Finance, February 2025*)..... 8
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
- M. PUBLIC COMMENT
Open for any public comments.
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, February 19, 2025

Meeting called to order at 4:00 p.m. by Chairman Taylor.

Roll Call: Present- Commissioners Jason Nelson, Mark Nyman, Sandy Bengelink, Michael Bush, Julie Theobald, Gary Taylor, Jason Baughan, and Brian Potter.

Absent- Aaron Sogge

Pledge of Allegiance.

Additions/Deletions to the Agenda-None

Approval of the Agenda

MOTION by Comm Theobald, seconded by Comm Bush to approve the agenda.

All in Favor.

Employee Recognition- None.

Presentation and Reports- None.

Public Comment-None

Consent Agenda

1. Approval of the January 15, 2025 Regular Meeting Minutes
2. Resolution 25-08 Extending Appreciation for Richard Doehring's Dedicated Service
3. PD Office Additional Position Request – Manager of Finance & MIDC Grant Compliance

MOTION by Comm Theobald, seconded by Comm Baughan to approve the Consent Agenda.

All in favor.

Agenda Items

1. Resolution 25-08 Extending Appreciation for Richard Doehring's Dedicated Service
MOTION by Comm Theobald, seconded by Comm Bush to approve Resolution 25-08 Extending Appreciation for Richard Doehring's Dedicated Service.

Roll Call: Motion passed 8-0.

2. PD Office Additional Position Request – Manager of Finance & MIDC Grant Compliance

MOTION by Comm Baughan, seconded by Comm Nelson to approve Motion to approve the addition of the Manager of Finance & MIDC Grant Compliance to the Public Defender's roster at an M3 wage level and to approve the presented position description.

Comm Theobald questioned if the new position was funded by a grant. Deputy Administrator Bigger explained that the position is to be funded by the MIDC.

Roll Call: Motion passed 8-0.

Administrator's Report-

Administrator Porterfield mentioned that Antrim County was going to come and tour our jail on March 5.

Mr. Porterfield updated the Board on the progress in the Register of Deeds office regarding the new software.

Administrator Porterfield reminded the Board of the new date for Commissioner Training on Monday 2/24/25.

Correspondence-None

Public Comments-

Mike Mix, Colfax Township, responded to the comments made by Comm Potter at the last board meeting regarding the Address Ordinance having to go in front of the HR Committee. Mr. Mix indicated that this had been discussed in an HR Meeting on May 28, 2024 and that after 7 months of attending the board meetings he was not made aware of that meeting. Mr. Mix read statements from that meeting. He asked the Board to please change this.

Don Koshmider, Cadillac, commented that Agenda 2030 and the attack on humanity is very real. He mentioned that he sent County Administration information from social media regarding the chem trails. He explained the difference between chem trails and jet stream trails. He urged the Board to listen to Info Wars.

Liaison Reports-

Comm Theobald mentioned that she was still working on the LDFA and that there was a meeting tomorrow for bids on Marathon Street.

Comm Baughan attended the Alliance for Economic Success meeting and that there was going to be a meet and greet in the spring.

Comm Taylor attended the Fair Board meeting and they had elected a new President, Dennis Harding and a new Vice President, Pam Waddell. He also attended the Transit meeting.

Board Comments-

Comm Potter responded to the comments made at public comment by Mike Mix, he stated that he does care.

Comm Theobald mentioned the City of Cadillac Mayor had resigned and that they were taking letters of interest until February 27, 2025. She indicated that they would be appointing someone on March 3, 2025

Chairman's Comments-

Chair Taylor thanked everyone for attending.

Adjourn

MOTION by Comm Theobald seconded by Comm Potter to adjourn at 4:11 p.m.
All in favor.

Gary Taylor, Chairperson

Karen Maury, Chief Deputy Clerk

DRAFT

Wexford County Drain Commissioner's Annual Accomplishment Report Water Year 2024

Lake Levels:

Judge William Peterson's Circuit Court Order, Establishment of a Legal Lake Level for Lakes Cadillac and Mitchell (Order #585, September 11, 1967), requires records to be kept of lake levels on Lakes Cadillac and Mitchell. Additionally, the monthly levels of Stoneledge, Meauwataka, Pleasant and Woodward Lakes are recorded. Lakes Cadillac and Mitchell are recorded approximately 3 days per week and raw data sheets are available at the Drain Commissioner's Office. All data has been summarized on Excel spreadsheets with appropriate statistics. Figure 1 illustrates Lakes Cadillac and Mitchell levels and Figure 2 shows the monthly precipitation levels recorded at the Cadillac Wastewater Treatment Plant (WWTP). These figures show that the lakes were higher than normal during the summer months. End of month readings show no summer readings below the 1289.7 foot guideline. Total annual precipitation for 2024 was 35.60 inches, slightly above the 35.18 inches long term average. High monthly levels were observed in May, June, July and August.

Drains:

Figure 3 is a table showing the seventeen (17) county drains and information about each one. A digitized GIS map of the location of each county drain is available through the Drain Commissioner's Office.

Grants:

Wexford County received a Michigan DEQ grant for collecting E. coli data at six area beaches including Lake Mitchell, 3 on Lake Cadillac, Billings Lake in Manton and Lake Meauwataka. The bacterial work was accomplished in partnership with the City of Cadillac using the lab at the Cadillac Wastewater Treatment Plant.

In 2024 one sample at Billings Lake in Manton exceeded State standards requiring closure. This were attributed to waterfowl use of the swimming area preceding a heavy rain event. There were numerous closings at Kenwood Beach on Lake Cadillac. They are attributed to resident Canada Geese taken up residence in the area.

Another grant with Ferris State University is for source tracking in the Manton area to determine the cause of high E. coli levels. In 2025 Ferris will be working on the Kenwood site to confirm that the cause of the high levels is avian and not human.

Board Meetings:

The Drain Commissioner is the Chair of the Lake Mitchell Improvement Board (LMIB). He also serves on the Cadillac Well Head Protection Board and Lake Cadillac Board for

the City of Cadillac. He is on the Board of Directors of the Michigan Chapter of the North American Lake Management Society and a member on the Michigan State Extension Council. He has recently been appointed to the Cadillac LFDA Board that deals with the clean-up of groundwater contamination

In addition, during the course of the year, he attended two Drain Commissioner's educational meetings, and the Michigan Lakes and Streams Conference. In October, he attended the Inland Lakes Conference for the State of Michigan. There was no cost to Wexford County for the Inland Lakes or MLSA conferences.

Storm water:

Review of storm water plans for commercial construction was done using draft standards that have been jointly prepared by the Michigan DEQ and the Drain Commissioner.

Wexford County needs to complete and adopt the storm water standards and guidelines that will be included in the Draft Zoning Ordinance to better protect our water resources. Modifications and simplification of this draft have been made.

Dam:

In 2024 the dam had its tri-annual inspection and the life span of the metal on the two gates was determined as there is some rust issues starting to be evident. The gates are showing signs of deterioration but are still considered acceptable. Other corrective measures were accomplished. The dam is again scheduled for inspection in 2027. All deficiencies were corrected.

Drain Inventory:

An inventory of condition and needs was initiated on all Drains in the County in 2016. In 2019 all drain inventories were completed and are on file in the Drain Commissioner's Office. This provides a current condition of all Drains and identifies areas of concern.

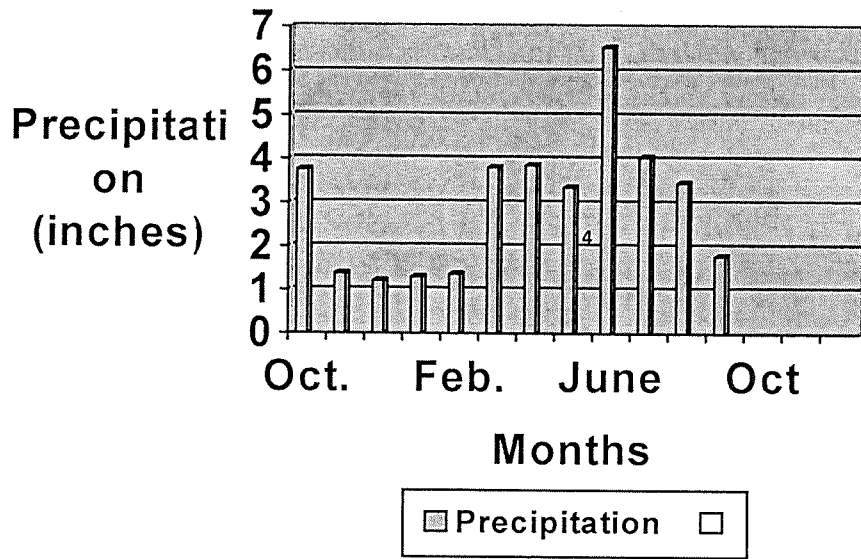
Soil Erosion and Sedimentation Control (SESC)

In June of 2024, the Drain Commissioner was asked to take over the SESC program as he is a State Certified SESC Officer and Stormwater Manager. I have reviewed and approved 54 permit applications compared to 24 in 2023. Several new components to the program were added and each site has been reviewed multiple times. Larger sites over one acre have been required to provide weekly site review reports under the "Permit by Rule" provision of the Act.

I have recommended to the Administrator a revision of the permit fee schedule to bring them more in line with surrounding Counties. It appears the existing permit fee schedule may date to the late 1990's.

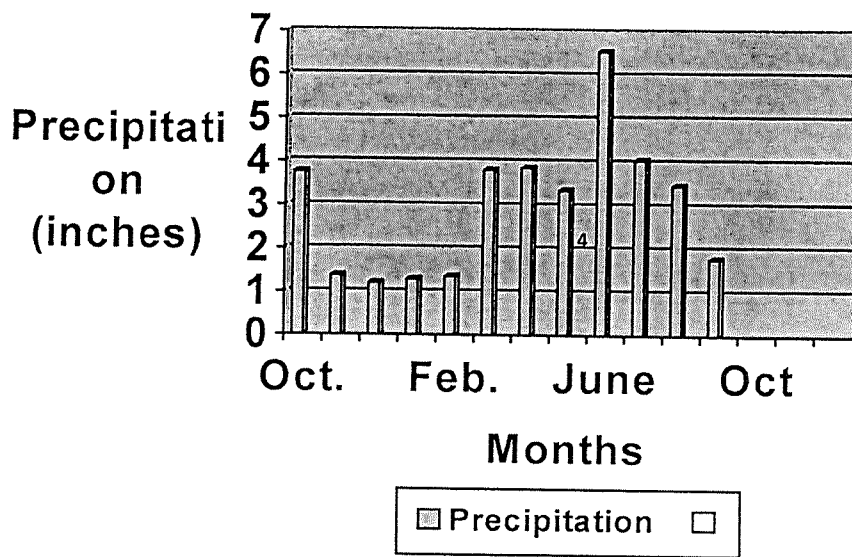
1

Water Year 2024



2

Water Year 2024



County Drains

WEXFORD County maintains 17 county drain service areas. The drains were created for artificial water run off, usually to control water levels, drain wetlands for agricultural purposes, and so on. Drains in Wexford County are under the jurisdiction of a County Drain Commissioner, a partisan political elected office. Artificial drainage in Wexford County --with dominantly sandy soils-- is not a major function as it is in southern Michigan counties.

The following is a description of each county drain, based on materials and discussion with former Wexford County Drain Commissioner Ralph Lindberg and current Drain Commissioner Mike Solomon.

FIGURE 3

Table of County Drains

County Drain Name	Drain Discharge Location	Drain Assessment Includes Land in These Sections	Physical Description
Ball	Sec 27 Haring Twp	Sections 16, 19, 20, 21, 22, 27, and 29 Haring Twp Sections 13 and 24 Selma Twp	An open ditch drain, discharging into the Clam River.
Briggs	Sec 26 Greenwood Twp	Section 26 Greenwood Twp	An open ditch drain, discharging into Silver Creek.
Cedar Creek 1	Sec 33, Liberty Twp	Sections 32 and 33 Liberty Twp	Open drains, discharging into Manton Creek.
Cedar Creek 2	Sec 4 Cedar Creek Twp	Sections 4 and 5 Cedar Creek Twp	An open ditch drain and ponds, discharging into Manton Creek.
Colfax	Sec 33 Greenwood Twp	Section 33 Greenwood Twp Section 4 Colfax Twp	An improved streambed, drains Cedar Lake and discharges into a wetland area.
Drury	Sec 8 Clam Lake Twp	Section 8 City of Cadillac/Clam Lake Twp	An open ditch and ponds, discharging into Lake Cadillac.
Duke Erickson	Sec 36 Selma Twp	Thought to be Section 36 Selma Twp, but there is no assessment role found for this drain.	Status unknown (designated as an open ditch).
Greenwood Highway	Sec 35 Greenwood Twp	Section 35 Greenwood Twp	An open ditch, discharging into Silver Creek. (See also Briggs Drain.)
Harmon	Sec 33 Liberty Twp	Sections 33 and 34 Liberty Twp	An open ditch, discharging into Manton Creek.
Hobart	Sec. 31 Clam Lake Twp	Sections 30, 31 Clam Lake Twp	Open ditch.
Leeson (formerly three drains: Old Town, Skafford, and Sundstrom)	Sec 6 Clam Lake Twp/City of Cadillac	Section 6 Clam Lake Twp/City of Cadillac. Section 20, 30, and 31 Haring Twp.	An open ditch/canal discharging into Lake Cadillac
Liberty (a.k.a. Valley Highway)	Sec 26 Liberty Twp	Sections 26 and 35 Liberty Twp	Open ditch, draining into Chase Creek.
Liberty 4	Sec 22 Liberty Twp	Sections 22, 23, and 27 Liberty Twp	Open ditch, draining into Chase Creek.
Manton Creek	n/a	Sections 3 and 10 Cedar Creek Twp/City of Manton	Stream improvements to the main channel of Manton Creek in the Manton City area.
Missaukee/Wexford	Sec. 25 Liberty Twp.	Section 30 of Bloomfield Twp in Missaukee County. Section 25 Liberty Twp.	Open drain, discharging into Golden Creek.
Seaman	Sec 25 Greenwood Twp	Sections 25 and 36 Greenwood Twp Sections 30 and 31 Liberty Twp	Two separate open ditches, both discharging into Buttermilk Creek
	Sec 30 Liberty Twp		
Wheeler	Sec 10 Cherry Grove Twp	Sections 8, 9 and 10 Cherry Grove Twp	Stream improvements to the main channel of Mitchell Creek in the Thousand Acre Swamp.

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 MACC, 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: _____