

FINANCE, PERSONNEL, & RULES COMMITTEE

April 23, 2024

9:00 AM

Meeting will be at the conference room at the Mason County Airport Terminal

- A. Roll Call**
- B. Approval of the Agenda**
- C. Approval of the Minutes**
- D. Reading of Correspondence**
- E. Limited Public Comments**
- F. Committee Work**
 - 1. Consideration of a request to use comp time.
 - 2. Consideration of Ludington Mayor's request to serve on the Downtown Development Authority (DDA).
 - 3. Consideration of a request to approve not to exceed five (5) days of vacation in FY 2024.
 - 4. Consideration of a request to extend the Managed Assigned Counsel Administrator Agreement.
- G. Limited Public Comments**
- H. Any other business**
- I. Adjournment**

Finance, Personnel, & Rules Committee Meeting
April 9, 2024
Mason County Airport

Commissioner Andersen called the Finance, Personnel, & Rules Committee Meeting (FPR) to order at 9:00 a.m. in the conference room of the Mason County Airport. Members present: Commissioners: Andersen, Bacon, and Hull. Absent: None. Others present: Deputy Administrator Szczypka, and Clerk Kelly. Public: Marco Lafrate -LDN.

Motion by Hull and seconded by Bacon to approve the agenda. Motion carried.

Motion by Bacon and seconded by Hull to approve the minutes of the April 1, 2024, meeting. Motion carried.

Correspondence: None.

Limited Public Comment: None.

Committee Work:

Consideration of Finance, Personnel, & Rules Committee Transfers: Motion by Hull and seconded by Bacon to send the following transfer to the full Board for approval: Road Patrol-\$213,575.00; Jail Operations-\$168,250.00; Law library-\$2,500.00; Airport Operations-\$41,500.00. Motion carried.

Limited Public Comment: None.

Any other business: None.

Meeting adjourned at 9:03 a.m.



Cheryl Kelly, Clerk

Knizacky, Fabian

From: Keegstra, Sarah
Sent: Thursday, April 11, 2024 2:52 PM
To: Knizacky, Fabian
Subject: Request for Comp Time - Keegstra

To the Finance, Personnel, and Rules Committee,

My next level certification (Michigan Advanced Assessing Officer) classes have begun as of April 6. I am required by the State of Michigan to attend several Saturday in-person class sessions in Lansing over the next year.

The class dates are listed below:

- Saturday, May 11, 2024
- Saturday, June 22, 2024
- Saturday, August 3, 2024
- Saturday, September 14, 2024
- Saturday, December 7, 2024
- Saturday, February 8, 2025
- Saturday, February 15, 2025

I am requesting permission to accumulate compensatory time to offset my absence from home and family. If approved, I would like to use my comp time with family or study at home during the workweek.

Thank you for your time and consideration,

Sarah Keegstra
Michigan Certified Assessing Officer, Deputy Director
Mason County Equalization Department
304 E. Ludington Ave.
Ludington, MI 49431
Ph: 231-845-6288 ext 272
Fax: 231-843-1972



Action Request to Personnel, Finance, and Rules Committee

Meeting Date: April 23, 2024

Department: Administration

Submitted By: Kaitlyn Szczypka, Deputy County Administrator

Agenda Item: Ludington DDA Membership

1. Action Request

Consideration of Ludington Mayor's request to serve on the Downtown Development Authority (DDA).

2. Background and Current Situation

Ludington Mayor Mark Barnett has approached me to apply to serve on the City's DDA. He listed several reasons why he would consider me for this position, including my:

- Prior experience working with the Elk Rapids DDA in an administrative capacity.
- Knowledge of downtown economic development from my MPA program and other training opportunities I have participated in.
- Understanding of strategic planning, project development/management, and legal parameters of DDAs.

The Mayor has asked that I serve as a Ludington resident in my individual capacity, not as a representative of the County government.

I met with the Mayor and Tom Hawley, the Chair of the DDA, to discuss several questions that I had about this potential.

3. Goal

There are several reasons this may prove to be an advantageous arrangement, including:

- Building relationships with City of Ludington officials, as well as DDA District business members and residents.
- Investing in economic development opportunities in an important economic corridor in the County.
- Potential coordination of County goals in the Strategic Planning that the DDA is currently undergoing.

The ultimate goal would be to work with the City to improve conditions for small businesses in the DDA district, which would improve the quality of life, tax base, and economic environment for not just the City but the County.

4. Finance and Budget Impact

At least an hour a month of time during regular work hours attending DDA meetings, which take place 3 p.m. on the second Monday of the month. In its decision, I would request that the committee provide clarification on whether I should use personal time to attend to these meetings or if the committee would approve me doing this on County time.

I have asked that if the County approves of me serving on the DDA, that I would not be appointed to a committee.

5. Legal Review

A legal review is not necessary for this item.

6. Policy Implications

None.

7. Plan

Should the PFR Committee approve of this request, I will apply to serve on the DDA. I would fulfill the partial term and we can review if it was working out or not, based on time and commitments to County work.

8. Alternative Plan

The alternative is to turn down the Mayor's invitation to apply to serve on the DDA.

9. Attachments Included

None.



Action Request to Personnel, Finance, and Rules Committee

Meeting Date: April 23, 2024

Department: Administration

Submitted By: Kaitlyn Szczypka, Deputy County Administrator

Agenda Item: Vacation Request

1. Action Request

Consideration of approving not to exceed five (5) days of vacation time in FY 2024.

2. Background and Current Situation

Each year my husband and I volunteer for one (1) week as counselors at a church camp. I have served in this voluntary capacity since 2019. The camp takes place each year the first full week after the Fourth of July holiday.

3. Goal

This goal is of a personal nature and subject to FPR Committee approval.

4. Finance and Budget Impact

Depending on how the Committee would like to proceed, there are three (3) potential outcomes:

1. I could pre-use five (5) days of vacation from my 2025 bank, leaving me with seven (7) days that I could take vacation time next year.
2. The Committee could approve paid vacation time for this request, not impacting my vacation bank for 2025.
3. The Committee could deny this request and no impacts will occur.

5. Legal Review

A legal review is not necessary for this item.

6. Policy Implications

The policy in the Employee Handbook is that employees start earning twelve (12) days of vacation time after one (1) year of service. The Committee has the power to approve an exception in this case or to stick to the Handbook.

7. Plan

If the Committee approves this request, I would request July 8-12, 2024 off for vacation to volunteer.

8. Alternative Plan

Should the Committee not approve this request, I will not attend camp this year. I will let the organizers know and they will find a replacement counselor.

9. Attachments Included

Employee Handbook policy regarding use of vacation time.

301 EMPLOYEE BENEFITS

Eligible employees at the County are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law. Benefits eligibility is dependent upon a variety of factors, including employee classification. Your Elected Official or Department Head can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook. The following benefit programs are available to eligible employees:

- Auto, Employer-Owned Car
- Auto Mileage
- Bereavement Leave
- Deferred Compensation Plan
- Dental/Optical/Hearing Reimbursement Program
- Educational Financial Assistance
- Eldercare & Family Leave
- Holidays
- Jury Duty Leave
- Licensure Assistance
- Life Insurance
- Long-Term Retirement Disability
- Major Medical Insurance
- Meal Allowance
- Medical Insurance
- Medical Leave
- Membership Dues
- Military Leave
- Parking
- Personal Leave
- Prescription Drug coverage
- Retirement Plan
- Sick Leave Benefits
- Tool and Equipment Assistance
- Travel Allowances
- Uniform and Uniform Maintenance
- Vacation Benefits
- Witness Duty Leave

Some benefit programs require contributions from employees, but most are fully paid by the County. The benefit package for regular full-time employees represents an average additional cost to the County of approximately 60 percent of wages.

303 VACATION BENEFITS

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular full-time employees
- Regular part-time employees (pro rata)

The amount of paid vacation time employees receive each year increases with the length of their employment shown in the following schedule.

VACATION EARNING SCHEDULE

YEARS OF ELIGIBLE SERVICE	VACATION DAYS EACH YEAR
After 1 year	12 days
After 5 years	15 days
After 6 years	16 days
After 7 years	17 days
After 8 years	18 days
After 9 years	19 days
After 10 years	20 days

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for an significant leave of absence except military leave of absence. Military leave has no effect on this calculation (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Earned vacation time is available for use in the year following its accrual.

Paid vacation time can be used in minimum increments of fifteen minutes. To take vacation, employees should request advance approval at least 24 hours in advance from their Elected Official or Department Head. Request will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include longevity or any special forms of compensation such as overtime or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. If the total amount of unused vacation time reaches a "cap" of the larger of one (1) year's worth of the employee's vacation benefit or the balance of unused vacation time an employee had as of December 31, 1995, further vacation accrual will stop. When the employee uses paid vacation time and brings the available amount below the cap, vacation accrual will begin again. An employee who has not used their vacation time in amounts sufficient to be under the cap may request an extension of the time available to use the vacation time. An employee must request their Elected Official or Department Head to petition the Finance, Personnel, & Rules Committee for this extension of time. This petition must include the reason why the extension is needed and the length of the extension.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work. However, if the County, in its sole discretion, terminates employment for cause, forfeiture of unused vacation time may result.

Continuous service (seniority) means employment with the County and on the payroll without a break or interruption. Seniority shall be used for retirement, sick leave, vacation and longevity calculation purposes. Part time service, which immediately precedes the transfer of an employee to full time status, shall receive credit time in figuring the introductory period, however this time shall not accrue seniority benefits.

305 HOLIDAYS

The County will grant holiday time off to all employees on the holidays listed below.

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
Presidents' Day (third Monday in February)
Good Friday (Close at noon)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving (fourth Thursday in November)
Day after Thanksgiving
Christmas Eve (December 24)
Christmas (December 25)
New Year's Eve (December 31)

The County will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

Regular full-time employees
Year round part-time employees whose regularly scheduled work day fall on a holiday (pro rata)
Introductory employees

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. When Christmas Eve or New Year's Eve falls on Friday, the preceding Thursday shall be a holiday. When Christmas or New Year's Eve falls on Saturday or Sunday, the preceding Friday shall be a holiday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

MASON COUNTY INDIGENT DEFENSE
MANAGED ASSIGNED COUNSEL ADMINISTRATOR

INDEPENDENT CONTRACTOR AGREEMENT
October 1, 2024 – September 30, 2027

Agreement made the date hereinafter set forth by and between the County of Mason, a Municipal Corporation, hereinafter referred to as "County" and Indigent Defense Consultants, P.C., a Michigan Professional Corporation, Managed Assigned Counsel Administrator, hereinafter referred to as "Counsel Administrator." This contract replaces the current contract between the parties.

1. **Services to be Performed**

2. The Counsel Administrator agrees to administer the County's indigent criminal defense programs pursuant to Exhibit A from the original Agreement and expanded to include Standard 5 implementation. The Counsel Administrator agrees to administer the County's indigent criminal defense programs pursuant to Exhibit A from the original Agreement (Standards 1-4) and expanded to include Standards 5 - 8 implementation.

3. **Payment**

In consideration for the services to be performed by the Counsel Administrator, the County agree to pay the annual amounts as follows:

FY24 (October 1, 2024 to September 30, 2025): \$69,000

FY25 (October 1, 2025 to September 30, 2026): \$72,450

FY26 (October 1, 2026 to September 30, 2027): \$76,072.50

based on the State Fiscal Year ending September 30th, in equal monthly amounts during the term of the contract.

Counsel Administrator shall be paid within a reasonable time after Counsel Administrator submits a monthly invoice to the Mason County Administrator. The invoice must include an invoice number, dates covered by the invoice, and a summary of the work performed.

4. **Expenses**

Counsel Administrator shall be responsible for all expenses incurred while performing services under this Agreement, including but not limited to, automobile, truck or other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; fuel; phone; and any other compensation paid to employees or subcontractors.

5. **Vehicle and Equipment**

Counsel Administrator will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Counsel Administrator will not require the County to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

6. **Independent Contractor Status**

Counsel Administrator is an independent contractor and neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors, if any, shall be deemed County employees. In its capacity as independent contractor, the Counsel Administrator agrees as follows:

- This Agreement with the County is not exclusive and Counsel Administrator has the right to perform services for others during the term of this Agreement, provided such service does not impair or delay their ability to perform obligations to the County under this Agreement.
- Counsel Administrator 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.
- Counsel Administrator has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement providing such subcontractors and employees are properly licensed and/or qualified to perform the services included under this Agreement.
- Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall be required to wear any uniforms provided by the County.
- The services required by this Agreement shall be performed by the Counsel Administrator, Counsel Administrator's employees or subcontractors and the County shall not hire, supervise or pay any Counsel Administrator employees or subcontractors for services under this Agreement.
- Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall receive training from the County in the professional skills necessary to perform the services required by this Agreement.
- Neither the Counsel Administrator nor the Counsel Administrator's employees or subcontractors shall be required by the County to devote full time to the performance of the services required by this Agreement. However, Counsel Administrator agrees that the services provided under this Agreement will be performed in a timely manner.

6. Business Licenses, Permits, and Certificates

Counsel Administrator represents and warrants that Counsel Administrator and Counsel Administrator'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. Counsel Administrator shall maintain membership at all times with the State Bar of Michigan as an active attorney and shall solely be responsible for the payment of Administrator's dues as an active attorney. In the event that the Counsel Administrator shall no longer be an active member of the State Bar of Michigan by becoming an inactive or emeritus member, or if Counsel Administrator's license to practice law is revoked or disbarred, this Agreement shall immediately terminate. In the event that the Counsel Administrator's license to practice law be suspended, for any reason other than for the failure to pay membership dues on a timely basis, any sums due and owing to the Counsel Administrator for services rendered shall be withheld until such time as confirmation of the reinstatement of the license to practice law is provided to the County Administrator.

7. State and Federal Income Taxes

The County will not:

- withhold FICA (Social Security and Medicare taxes) from Counsel Administrator payments or make FICA payments on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors, or
- make state or federal unemployment compensation contributions on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors, or

- withhold state or federal income tax from Counsel Administrator's payments on Counsel Administrator's behalf or on behalf of Counsel Administrator's employees or subcontractors.

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

8. Fringe Benefits

Counsel Administrator understands that neither the Counsel Administrator nor Counsel Administrator's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of County.

9. Unemployment Compensation

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

10. Workers' Compensation

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

11. Insurance

The County shall not provide insurance coverage of any kind for Counsel Administrator or Counsel Administrator's employees or subcontractors. Counsel Administrator 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:

- Automobile liability insurance for each vehicle used in the performance of this Agreement, including owned, non-owned (for example, owned by Counsel Administrator'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.
- 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, lawyers professional liability, and cross-liability.

Before commencing any work, Counsel Administrator shall provide the County with proof of this insurance and with proof that the County has been made an additional insured under the policies. Similarly, Counsel Administrator 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 and that the County is made an additional insured under the policies. Before any subcontractor commences any work, Counsel Administrator shall provide the County with proof of subcontractors' insurance

12. Indemnification

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

13. Modifying the Agreement

This Agreement may not be modified except by amendment reduced to writing and signed by both County and the Counsel Administrator.

14. Term of Agreement

This agreement is contingent upon the County continuing to receive funding from the State of Michigan through the Michigan Indigent Defense Commission program. If funding is provided, this Agreement will become effective October 1, 2024 and will terminate on September 30, 2027, or sooner if the State Michigan's funding ceases.

15. Termination

The County shall be entitled to terminate the Agreement immediately if Counsel Administrator shall be in default under this Agreement. Said default would occur if Counsel Administrator shall fail to comply with any provision of this Agreement or commits misfeasance, malfeasance, or nonfeasance in their performance of the duties under the Agreement. Should this occur, the County shall be obligated to compensate the Counsel Administrator for services already earned under this Agreement.

Other than as provided above, both parties shall give sixty (60) days written advance notice in the event they desire to terminate this Agreement. Such written notice shall be provided to the County Administrator for the County and to the Counsel Administrator if the County so elects termination.

This Agreement does not apply to any work or job performed by the Counsel Administrator, Counsel Administrator's employees or subcontractors for any other governmental entity, corporation, partnership, business venture or self-employment opportunity and shall not be construed as any partnership or joint venture, but instead is merely a contract for services rendered to the County.

16. Binding Effect

This agreement shall become effective when signed by both parties and shall be binding on the parties, their successors and assigns.

17. Entire Agreement

This Agreement sets forth the entire understanding between the Counsel Administrator and the County with respect to the subject matter of this Agreement, and supersedes any other undertakings and agreements, whether oral or in writing, previously entered into by them with respect to Counsel Administrator's duties. Counsel Administrator represents that, in executing this Agreement, Counsel Administrator does not rely on and has not relied upon any representation or statement not set forth in this Agreement made by the County with regard to the subject matter or effect of this Agreement or otherwise.

18. No Waiver

The County's failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.

19. Severability of Provisions

Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unreasonable, the parties agree that, at the County's sole discretion, this Agreement shall be enforced to the extent it is deemed to be reasonable and in such a manner as to afford the County the fullest protection commensurate with making this Agreement, as modified, legal and enforceable under applicable laws, and the balance of this Agreement shall not be affected, the balance being construed as severable and independent.

20. No Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

21. Section Headings

Section headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. Governing Law

This Agreement shall be governed by the laws of the State of Michigan.

Mason County:

Mason County _____

Date

Managed Assigned Counsel Administrator:

Indigent Defense Consultants, P.C.
Karen Moore, Esq., Manager

Date