

**FINANCE, PERSONNEL, & RULES COMMITTEE**

**June 18, 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 an agreement with Freelance Legal Services
  - 2. Consideration of a request for a county credit card
  - 3. Consideration of a request to contract with Attorney Layne Sakwa
  - 4. Consideration of optional amendments to the deferred compensation plan
  - 5. Consideration of a Finance, Personnel, & Rules Committee Transfers
- G. Limited Public Comments**
- H. Any other business**
- I. Adjournment**

**Finance, Personnel, & Rules Committee Meeting  
June 4, 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, Administrator Knizacky, Treasurer Kmetz, Probate Judge Nellis, Probate Administrative Director Gunsell, Registrar and IT Director Englebrecht, and Clerk Kelly. Public: Bill Kerans, Scottville Senior Center Director.

Motion by Bacon and seconded by Hull to approve the agenda with the addition of clothing allowance/clothing reimbursement, and request for training with budget amendment. Motion carried.

Motion by Hull and seconded by Bacon to approve the minutes of the May 21, 2024, meeting. Motion carried.

**Correspondence:** None.

**Limited Public Comment:** None.

**Committee Work:**

**Consideration of a request to increase the hourly rate for the indigent defense attorneys in Probate Court:** Judge Nellis reviewed his request for salary increase from \$65 per hour to \$90 per hour to start in the 2025 calendar year for indigent defense attorneys. There has not been an increase in wages in over ten years. This topic was requested to be placed on the Board's upcoming July Budget Work session to discuss in consideration for the Fiscal Year 2025 budget. Judge Nellis and Probate Administrative Director Gunsell left the meeting at 9:10 a.m.

**Consideration of a request to purchase three switches:** I.T. Director Englebrecht reviewed the request to replace three switches at the Jail, Courthouse, and Scottville Offices that are failing from fund 636 at a cost of \$8,170.00. Motion by Hull and seconded by Bacon to send the Consideration of a request to purchase three switches to the full Board. Motion carried.

**Consideration of a request to purchase sixteen Panasonic computers from the Equipment Replacement:** Recommendation from the Public Safety and Courts Committee along with IT Director Englebrecht reviewing the request from the Sheriff Department to replace sixteen computers at a cost of \$54,575.00 from the Equipment Replacement Fund. Motion by Hull and seconded by Andersen to send the consideration of a request to purchase sixteen Toughbook computers at a cost of \$54,575.00 to the full Board with funding to come partially from the Equipment Replacement Fund and from the General Fund Reserves because Equipment Replacement was not a line item budgeted and needs appropriation. Motion carried.

**Consideration of a request for compensation and overtime:** Clerk Kelly reviewed the request for overtime and/or compensation time for Clerk office staff to perform the 2024 Weighted Caseload study that the Michigan Supreme Court has requested to be completed the month of August. Motion by Hull and seconded by Bacon to allow up to 40 hours of overtime and/or comp time with the emphasis on use of comp time with the associated budget amendment to be completed. Motion carried.

**Consideration of a request for additional funds for attorney services:** Clerk Kelly and Treasurer Kmetz reviewed the request from the Election Commission to seek outside counsel regarding election related issues/questions. Motion by Bacon and seconded by Hull to send to the full Board for consideration the request for outside legal counsel with an associated budget amendment of \$2,000.00. Motion carried.

**Consideration of Lake Board Accounting Services Agreements:** Standard Lake Board Accounting Services Agreements were reviewed. Motion by Bacon and seconded by Hull to send to the full board the Consideration of the seven Lake Board Accounting Services Agreements at an annual fee of \$200.00. Motion carried.

**Consideration of a Resolution imposing 2024 Summer Property Tax Levy pursuant to Public Act 357 of 2004 and Notice of certification of County Allocated Tax Levy:** Motion by Andersen and seconded by Bacon to send to the full Board for consideration the Resolution imposing 2024 Summer Property Tax Levy pursuant to Public Act 357 of 2004 and Notice of certification of County Allocated Tax Levy. Motion carried.

**Consideration of a request to certify the 2024 Jail Levy:** Motion by Hull and seconded by Bacon to send to the full Board for consideration the request to certify the 2024 Jail Levy at the full amount of 0.58 mills. Motion carried.

**Consideration of a request to certify the 2024 Road Patrol Levy:** Motion by Bacon and seconded by Hull to send to the full Board for consideration the request to certify the 2024 Road Patrol Levy at the full amount of 0.30 mills. Motion carried.

**Consideration of a request to certify the 2024 911 Levy:** Motion by Hull and seconded by Andersen to send to the full Board for consideration the request to certify the 2024 911 Levy at the full amount of 0.14 mills. Motion carried.

**Consideration of a request to certify the 2024 Soldiers & Sailors Levy:** Motion by Hull and seconded by Bacon to send to the full Board for consideration the request to certify the 2024 Soldiers & Sailors Levy at the full amount of 0.003 mills. Motion carried.

**Consideration of a request for clothing allowance:** The Committee reviewed the request from Sheriff Cole regarding clothing emergencies for applicable employees. Discussion involved review of the contract noting the \$200 was not a cumulative amount per individual employee according to the contract. The Committee requests all vouchers needing approval for corrections uniform purposes be sent to the Administrator's office to then be forwarded to the Finance, Personnel, & Rules Committee when over the \$200.00 per County policy. Emergency purchases of clothing will require the Sheriff's office to send a voucher to the Clerk's office, in which the Clerk will then contact the Chairman of the Finance Committee for approval and authorization of the purchase.

**Consideration of a request for additional training related to staff resignation:** Motion by Bacon and seconded by Andersen to send to the request for additional training (30 days) related to staff resignation in the Clerk's Office, along with the associated budget amendment to the full Board for approval. Motion carried.

**Limited Public Comment:** None.

**Any other business:** None.

Meeting adjourned at 10:15 a.m.

  
Cheryl Kelly, Clerk

## **FREELANCE LEGAL SERVICES AGREEMENT**

This Freelance Legal Services Agreement (“Agreement”) is entered into on this \_\_\_ day of June 2024 (“Effective Date”), by and between the Office of the Mason County Prosecutor (the “County”) and the Law Offices of Jason M. Gerber, PLLC (“Freelance Counsel”). The County and Freelance Counsel are sometimes referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, the Parties each have separate law practices.

WHEREAS, the County desires to retain Freelance Counsel to provide freelance, remote, legal services related to misdemeanor prosecutions in the Mason County District Court.

WHEREAS, Freelance Counsel desires to provide freelance legal services to the County.

WHEREAS, the Parties now desire to memorialize the terms related to the provision of freelance legal services and as they have agreed upon.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Professional Representation and Confidentiality.** Freelance Counsel shall provide services to the County in a manner which will protect and advance the County’s rights and interests consistent with the ethical rules of professional responsibility governing the duties and responsibilities of counsel. As set forth below, the Parties agree to share confidential information necessary to provide services, and each Party agrees to maintain the privileged and confidential nature of such shared information. Said obligation of confidentiality shall survive the termination of this Agreement or a Party’s withdrawal from it.
- 2. Supervision and Responsibility.** Unless otherwise agreed in writing by the Parties, the County will maintain supervision and control of documentation and decision-making, including decisions on litigation strategy and the assignment of litigation duties and responsibilities with the assistance and support of Freelance Counsel. The County is responsible for: (a) maintaining the master case file; (b) maintaining a calendaring system for all dates related to the litigation; (c) insuring that all filings and other actions occur in a timely fashion; (d) coordinating responsibility for court appearances, including responsibility for trial, if any; (e) coordinating conference calls and communication; (f) overseeing equitable expenditures of costs and expenses; and (g) ensuring that all Parties promptly receive file-stamped copies of all pleadings and memoranda filed in the litigation, copies of any and all correspondence or notices sent to or received from the Court, and copies of all correspondence sent to or received from opposing counsel. Decisions regarding substance and strategy shall be ultimately made by the County with the advice and assistance of Freelance Counsel. The County shall own all rights to any work product generated by Freelance Counsel while performing the services related to this Agreement. The County may modify any work product prepared by Freelance Counsel.
- 3. Independent Contractor.** Freelance Counsel shall be engaged by the County as an independent contractor. Freelance Counsel is not an employee of the County and is therefore not entitled to any benefits afforded to of the County.
- 4. Freelance Legal Fees.** Freelance Counsel will be entitled to payment of legal fees for any legal services provided pursuant to this Agreement. Unless otherwise agreed to by the Parties, Freelance Counsel will be entitled to receive a monthly flat fee of \$4,500 for services. This payment is based on an estimate of approximately 40 hours a month of services. If for some reason Freelance Counsel’s monthly work load is significantly less than 40 hours, the County and Freelance Counsel will determine an appropriate pro rata payment. Otherwise, the payment will be made in installments of \$2,250 on the 1<sup>st</sup> and 15<sup>th</sup> day of each

month. If Freelance Counsel provides more than 40 hours of services in a given month, he will be entitled to bill the additional time on an hourly basis at \$100 per hour. Unless otherwise agreed to by the Parties, Freelance counsel's hours will be limited to no more than 55 billable hours in any single month. Freelance Counsel will be responsible for providing itemized billing in a form acceptable to the County for additional work performed. All payments made by the County to Freelance Counsel will immediately become property of Freelance Counsel and will not be placed in an attorney trust account.

5. **Term.** This Agreement shall be for a term of three (3) months beginning on July 1, 2024 and will automatically terminate at the end of the Term unless otherwise agreed to in writing by the Parties.

6. **Termination.** The Parties agree that upon written and reasonable advance notice, either Party may terminate this Agreement, for whatever cause or reason or for no cause or reason, subject to the Rules of Professional Conduct of the State Bar of Michigan and applicable provisions of Michigan law.

6. **Miscellaneous.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all taken together shall constitute one and the same Agreement. Electronic copies of this Agreement shall have the same force, effect, and legal status of originals. This Agreement is intended by the Parties to be the final, integrated expression of their agreement and constitutes the entire and exclusive understanding and agreement between the Parties regarding this subject matter. Any modifications or amendments made to this Agreement shall be made in writing executed by both of the Parties. Nothing herein shall create an employer-employee relationship or partnership. This Agreement is not-assignable. This Agreement shall be governed by the laws of the State of Michigan. Any dispute between the Parties concerning this Agreement shall not be resolved through litigation or arbitration, but be resolved in a face-to-face sit-down meeting with a mutually agreed upon Michigan attorney, whose decision shall be final and non-appealable.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OFFICE OF THE MASON COUNTY PROSECUTOR

By: \_\_\_\_\_

Its:

LAW OFFICES OF JASON M. GERBER, PLLC

By: \_\_\_\_\_

Jason M. Gerber

Its: Manager

# Jason M. Gerber, Esq.

110 East Danaher Street  
Ludington, MI 49431  
jason@gerberlawoffices.com  
(702) 427-0162

## **EXPERIENCE**

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**Carlos Alvarado Law PC**, Ludington, MI  
*Of Counsel*

*October 2019 – Present*

Represent individuals and businesses in all aspects of civil litigation. Provide efficient and focused advice at all stages of litigation including preparation of pleadings, motions and discovery. Attend and appear on behalf of clients in hearings, trials and appeals.

**Law Offices of Jason M. Gerber**, Las Vegas, Nevada and Ludington, Michigan  
*Owner*

*May 2018 – Present*

Primary focus on providing civil litigation and trial experience to attorneys on a contract or freelance basis. Work with large and small law firms and solo practitioners on all phases of litigation including focused research, drafting of pleadings, motions and discovery. Provide expertise and experience for trial, arbitration and mediation preparation. Continue representing individuals and business entities in arbitration, mediation and litigation. Continue serving as arbitrator and mediator for private party disputes.

**Marquis Aurbach Coffing**, Las Vegas, Nevada  
*Equity Shareholder*

*March 2006 – May, 2018*

Represent businesses, individuals and government entities in all stages of civil litigation. Defend clients at mediations, arbitrations, trials and appeals to Nevada Supreme Court and Ninth Circuit Court of Appeals. Work with clients, consultants and experts to successfully resolve cases involving business and real estate disputes, employment investigations and violations and civil rights claims. Serve as an arbitrator and mediator in dozens of cases regarding attorney discipline, client fee disputes and civil litigation. Participate in the management of one of Las Vegas' largest local law firms as a member of Hiring Committee, Marketing Committee and Board of Directors.

**U.S. Army Judge Advocate General's Corps**, Fort Irwin, California  
*Criminal Defense Attorney—US Army Trial Defense Service*

*January 2003 – 2006*

Sole officer and attorney in Trial Defense Offices at Fort Irwin with one year deployment to Camp Taji, Iraq as part of Operation Iraqi Freedom (July 2004 – June 2005). Represented soldiers and officers charged in all levels of military courts martial and non-judicial punishments. Performed all pretrial preparation and research including drafting and arguing motions. Presented direct examinations, cross examinations, evidence and opening and closing arguments in contested courts martial, guilty pleas and sentencing hearings before military judges and panels.

*Awards:* Bronze Star Medal and Global War on Terrorism Expeditionary Medal, Presented June 2005

## **EDUCATION**

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**Case Western Reserve University School of Law**, Cleveland, Ohio  
Juris Doctor, *cum laude*, 2002

**Miami University**, Oxford, Ohio  
B.A. Political Science, 1999

## **ADMISSIONS & MEMBERSHIPS**

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State of Ohio Bar, 2002 (Inactive)  
State of Nevada Bar, 2006  
State of Michigan, 2018  
Clark County Nevada Bar Association, 2006

Federal District Court of Nevada, 2006  
Ninth Circuit Court of Appeals, 2010  
State of Michigan Bar Association, 2018  
Mason County Bar Association, 2018  
Iraq and Afghanistan Veterans of America

**AWARDS & RECOGNITIONS**

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Martindale Hubbel AV Rated  
Mountain West Super Lawyers Rising Star – 2010-2016  
Mount West Super Lawyer – 2017-2023

County of Mason  
2024 Budget Amendments  
General Fund

<u>Description</u>	<u>Current</u> <u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Final</u> <u>Budget</u>
<u>Expenditures</u>				
<u>Prosecuting Attorney</u>				
Salaries & Wages - Full Time	448,975		(20,550)	428,425
Social Security	37,150	-	(7,900)	29,250
Retirement	270,300	-	(1,575)	268,725
Contracted Services	13,600	30,025		43,625



**MEMORANDUM**

**TO: FINANCE PERSONNEL AND RULES COMMITTEE**

**FROM: BETH M. HAND, Mason County Prosecuting Attorney**

**SUBJECT: APPROVAL OF FUNDS FOR CONTRACTED SERVICES AND REQUEST FOR A COUNTY CREDIT CARD**

**DATED: JUNE 11, 2024**

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I am requesting to be placed on the agenda for the June 18, 2024, Board of Commissioners Finance Personnel and Rules Committee. Due to a shortage of staff and need for assistant prosecutors to assist in the caseloads in the District, Circuit and Family Courts for the County of Mason, I am proposing the use of funds from my former salary as chief assistant prosecutor and former APA Sarah Valente's salary from her resignation in January 2024 to pay for contracted services.

Attached please find a proposed contract between the Mason County Prosecutor's Office and attorney Jason Gerber. I am also attaching a copy of his resume for your review. I have spoken with Judge Middlebrook and he has no objection to allowing Mr. Gerber to assist in the misdemeanor docket of the 79<sup>th</sup> Judicial District. The contract calls for an initial three-month term. I am hopeful Mr. Gerber can start shortly before July 1, 2024, in order to begin preparation for the currently scheduled July 1, 2024 jury trials. If conflicts arise in Mr. Gerber's schedule, he and I will work to resolve any conflicts. It has been preliminarily discussed that he will handle the 79<sup>th</sup> District court pretrials on Mondays, the plea and sentencing docket on Wednesday mornings, and misdemeanor trials.

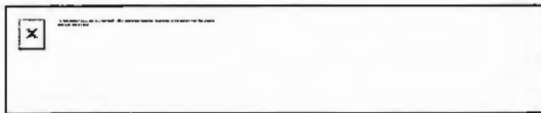
Additionally, I am requesting that the Committee approve the issuance of a county credit card for use by the Prosecuting Attorney's Office. The credit card is necessary for reserving and paying for witness travel, accommodations and meals. Further, in an effort to find suitable candidates for the open CAPA and APA positions, a credit card is necessary to use employment search applications such as Indeed.

Attorney Layne Sakwa has agreed to assist with the juvenile delinquency cases in the Family Division. Ms. Sakwa's law firm is located in Royal Oak, Michigan. Judge Nellis has agreed to allow her to appear remotely on all matters except trials. For trials, either she would appear in person, or I would handle the trial. At this point the time commitment has yet to be determined. Ms. Sakwa has been an attorney since 2003. She served as an assistant prosecutor for 8.5 years and during that time was assigned to the juvenile justice division of the Oakland County Prosecutor's Office for one year. In addition to her other clients, Ms. Sakwa continues to date to handle juvenile matters as a criminal defense attorney. Ms. Sakwa has agreed to assist Mason County Prosecutor's Office at hourly pay scale of \$125.00 not to exceed 20 hours a month for the initial trial basis. To demonstrate how reasonable this request is, her normal hourly rate ranges between \$400-\$500.

**From:** Empower Secure 2.0 <no-reply@mail.empower.com>  
**Sent:** Thursday, May 30, 2024 4:01 PM  
**To:** Knizacky, Fabian  
**Subject:** SECURE 2.0 provisions coming soon

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[VIEW ONLINE](#)



## SECURE 2.0

Empower remains focused on implementing SECURE Act 2.0 provisions, ultimately helping drive increased retirement savings for Americans and reducing administrative burden for plan sponsors. Our commitment is a timely, transparent rollout that assists plan sponsors in their fiduciary capacity by making it as easy as possible to comply with the requirements.

### What you need to know

We are pleased to make the following provisions available. *Note: Not all these provisions apply to all plan types. Your plan election link is customized to your plan(s).*

SECURE 2.0 provision	Applicable plan types	Mandatory/optional and availability date	Election due date (if applicable)
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<b>Increased catch-up limit for individuals ages 60, 61, 62, and 63 (Section 109)*</b>	401(k), 403(b), governmental 457(b), SIMPLE IRA, SIMPLE 401(k) that allow age 50 catch-up contributions	No election required – standard is to allow 1/1/25 for plan with age 50 catch-up	N/A
<b>Qualified disaster recovery distributions (Section 331)*</b>	401(a) DC, 401(k), 403(a), 403(b), governmental 457(b)	Optional – make election to add provision to plan effective 10/15/24	8/9/24
<b>Terminal illness penalty tax exception (Section 326)*</b>	401(a) DC, 401(k), 403(a), 403(b)	Optional – make election to add provision to plan effective 9/10/24	8/9/24
<b>403(b) hardship distribution expansion (Section 602)</b>	403(b) that allows hardship distributions	Optional – make election to add provision to plan effective 9/10/24	8/9/24
<b>Public safety officers health insurance premiums (Section 328)</b>	Governmental 401(a) DC, governmental 401(k), governmental 403(b), governmental 457(b)	No election required – standard is to allow beginning 9/10/24 for governmental plans that allow these distributions	N/A

\*Sample participant communications, as applicable, are available in the Frequently Asked Questions in the SECURE 2.0 provision column above.

**ACTION MAY BE REQUIRED:** If you wish to offer any of the provisions, review the information and make your election via the form linked below:

Plan name	Plan number	Make your plan election for applicable provisions by 8/9/24
Mason County Deferred Compensation Plan	340143-01	<a href="#">Plan election link</a>

### **Important plan document and fee notes**

Your plan document must be amended for SECURE 2.0. We will provide a SECURE 2.0 amendment for your plan at a later date, prior to the extended deadline to adopt the amendment. The amendment will be extensive and include mandatory provisions, as well as any optional provisions implemented for your plan. The fee for the SECURE 2.0 amendment is **\$1,500 per plan**, which will be billed after the amendment is provided to you (target timeframe: late 2025 to mid-2026). With respect to ERISA plans, prior guidance from the Department of Labor has indicated that expenses for required amendments can be paid from plan assets. Plan sponsors should discuss with their legal advisors prior to making this determination for specific circumstances.

### **What you can expect going forward**

Empower expects to communicate on additional SECURE 2.0 provisions throughout 2024. Be sure to check newsletters and emails from Empower for ongoing updates. In the meantime, please consult with your Empower representative for timing and the availability of implementation of optional plan provisions. Empower remains committed to helping you navigate the implications of SECURE 2.0 in the coming years.

Please contact your Empower representative with questions.

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# Mason County Board of Commissioners

5300 W. US10, Ludington, Michigan 49431  
(P) (231) 843-7999 • (F) (231) 843-1972  
www.masoncounty.net

## APPROVAL OF FINANCE, PERSONNEL, & RULES COMMITTEE TRANSFERS

Janet S. Andersen  
Chair

Steven Hull  
Vice Chair

Cheryl Kelly  
County Clerk

Fabian L. Knizacky  
Administrator

Nick Krieger  
District 1

Les Johnson  
District 2

Jody Hartley  
District 3

Lewis G. Squires, D.C.  
District 4

Steven Hull  
District 5

Janet S. Andersen  
District 6

Ron Bacon  
District 7

**WHEREAS**, the Finance, Personnel, & Rules Committee has reviewed the transfers for July 9, 2024.

**THEREFORE**, we, your Finance, Personnel, & Rules Committee, request your approval of the following transfers:

Road Patrol	\$213,475.00
Friend of the Court	\$153,750.00
Indigent Defense	\$ 38,375.00
Jail Operations	\$168,250.00
Probate Court Child Care	\$ 90,250.00
Property & Liability Insurance	\$ 11,250.00

Moved for your approval.

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