

**PUBLIC DEFENDER AGREEMENT  
WITH CHAD CATALINO**

THIS AGREEMENT is entered into effective as of the 1<sup>st</sup> day of January, 2014, by and between the County of Muskegon, a Michigan municipal corporation, and the 60<sup>th</sup> District Court, hereinafter collectively referred to as "County", and CHAD CATALINO, hereafter referred to as "Public Defender".

**WITNESSETH:**

WHEREAS, the County of Muskegon is in need of a continuing, just, effective, and economical system for providing attorneys at County expense to defend those individuals who are charged with misdemeanor offenses, criminal contempt of court, and/or probation violations and cannot retain private counsel due to indigence; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between Muskegon County and one or more law firms to provide such services as may be needed; and

WHEREAS, CHAD CATALINO, as referenced above has represented that he is ready, willing, and able to provide such services on a contract basis; and

WHEREAS, the 60<sup>th</sup> District Court for the County of Muskegon is authorized, pursuant to Administrative Order 2008-03J, which is hereby incorporated by reference and attached hereto as Exhibit A, to appoint counsel for indigent parties; and

WHEREAS, the 60<sup>th</sup> District Court, by and through Chief Judge Maria Ladas Hoopes, has appointed Chad Catalino to function in the capacity of "Public Defender";

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

**AGREEMENT**

1. The term of this Agreement shall be deemed effective from January 1, 2014, through September 30, 2014.
2. Chad Catalino agrees to provide the legal defense services for the 60<sup>th</sup> District Court/overflow/conflict issues and appeals requiring the obtaining court appointed counsel during the term of this Contract.
3. If it is judicially determined that a person is entitled to court appointed counsel, then the 60<sup>th</sup> District Court for Muskegon County shall appoint, Chad Catalino, functioning in the capacity of "Public Defender", or such other appointed public defender in such matters as the Court may deem appropriate, to represent said accused and, from time to time, when necessary, Chad Catalino may utilize other members of his firm to fulfill the obligations hereunder.

Chad Catalino may assign new representation of the accused person to another attorney from his law firm or associated with his law firm, provided, however, the other attorney delegated the case is capable of and shall provide constitutionally satisfactory services.

4. That, for the performance of the above described services, the County agrees to pay Chad Catalino the sum of Twelve Thousand, Seven Hundred Fifty Dollars (\$12,750). Said sums will be paid on a monthly basis in equal monthly installments. Said installments shall be subject to pro-ration in the event of termination of this Agreement. *ESL*

5. Chad Catalino agrees that his obligations under this Agreement to represent indigent criminal defendants shall take precedence over any and all other commitments that he might have in the course of his legal practice.

6. Chad Catalino shall perform the services under this Agreement as an independent contractor and not an employee of the County. Mr. Catalino understands and acknowledges that he is not entitled to any benefits of a County employee including, but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. County shall not be responsible for paying any taxes on Chad Catalino's behalf. Should County be required to do so by State, Federal or local taxing agencies, Mr. Catalino agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following, FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

8. This Agreement will remain in force and effect beyond the period hereof pending the execution of a new agreement in the event both parties hereto express a desire to continue same, either pending negotiation of a new rate, development of a new Agreement, or change in appointment by the 60<sup>th</sup> District Court. In the case of such interim continuation, Chad Catalino shall be paid at the same rate, subject to monthly proration of services performed.

9. This Agreement may be terminated by the County or 60<sup>th</sup> District Court if:

A. Chad Catalino fails to perform his obligation under this Agreement or has not provided adequate counsel for those individual defendants he is appointed to represent in a manner satisfactory to the 60<sup>th</sup> District Court for the County of Muskegon, or

B. Change of law relieves County of obligation to fund such services, or

C. The 60<sup>th</sup> District Court elects to terminate Chad Catalino's appointment as a Public Defender.

10. This Agreement may be terminated by Chad Catalino upon thirty (30) days advance written notice of his resignation.

11. Chad Catalino shall be required to keep adequate records of all appearances and services on behalf of defendants represented under this Agreement and shall make such records available to the Muskegon County 60<sup>th</sup> District Court and Muskegon County Board of Commissioners. Such bodies shall reasonably direct Chad Catalino to provide written explanation when cases are referred due to conflict, to conflict contract attorney for payment pursuant to conflict contract.

12. It is understood that County, through its Board of Commissioners, is solely undertaking funding of this program without undertaking any supervisory responsibility whatsoever.

13. Chad Catalino agrees to indemnify and hold County harmless from any and all complaints filed against County by third party as a result of or attributable to acts or omissions of Chad Catalino to this Contract. Chad Catalino agrees to provide and maintain during the term of this Contract, malpractice insurance coverage at a minimum of One Hundred Thousand Dollars (\$100,000) per incident and to provide proof of same to County upon request.

14. County agrees to reimburse Chad Catalino for costs he incurs for serving subpoenas on witnesses that fall outside the perimeters of the County Public Defender Subpoena Process with the Muskegon County Sheriff's Department.

**COUNTY OF MUSKEGON**

Dated: 12/19, 2013

By See motion WM13/12-140  
Kenneth Mahoney, Chairperson  
Muskegon County Board of Commissioners

**MUSKEGON COUNTY 60<sup>TH</sup> DISTRICT COURT**

Dated: 12-6, 2013

By *Maria Ladas Hoopes*  
Maria Ladas Hoopes  
Chief District Judge

Dated: December 6, 2013

By *Eldon Wier For*  
Chad Catalino  
Public Defender