

**AGENDA**  
**Wednesday, March 16, 2022**  
**9:00 a.m.**  
**CLARE COUNTY BOARD OF COMMISSIONERS**

**MISSION STATEMENT:**

**The mission of Clare County government is to provide quality services among competing demands for limited resources in the most effective and efficient manner possible to the citizens and patrons of Clare County government.**

- 1. Call to Order  
Pledge of Allegiance**
- 2. Roll Call**
- 3. Approval of Agenda Pages 1 - 3**
- 4. Approval of Minutes Pages 5 - 11**
  - A. Board of Commissioners Minutes of February 16, 2022**
- 5. General Public Comment (Limited to Three Minutes per Speaker)**
- 6. Communications List (None)**
- 7. ADMINISTRATOR'S REPORT (Limited to three minutes)**
- 8. COMMUNITY SERVICES DIRECTOR (Limited to five minutes)**
- 9. Public Hearings/Special Presentation**

**9:15 a.m. – Karen Moore, Michigan Indigent Defense Administrator for Clare and Gladwin County – Independent Contractor Agreement Pages 13 - 17**

**10. Committee Reports/Consent Calendar**

**A. Justice Committee**

- 1. Clare County Disaster Debris Management Plan Page 21**

**Motion:** To approve the Clare County Disaster Debris Management Plan as presented by the Clare County Emergency Management. (Copy available for review)

**Motion By:** **Seconded By:** **Carried** **Failed**

- 2. Letter of Understanding for Donating Sick Time Page 23**

**Motion:** To approve the Letter of Understanding for all Sheriff's Department Unions in order to allow for donated sick time for those that have been on Family Medical Leave but have exhausted all their time and used all current accrued time.

**Motion By:** **Seconded By:** **Carried** **Failed**

**B. Health and Human Services Committee**

1. Senior Services/Community Development

a. Resolution for Senior Citizens Millage Renewal

**Page 27 & 28**

**Motion:** To adopt Resolution #22-06 for the purpose of submitting a proposal to the qualified voters of Clare County for the Senior Citizens Services Millage Renewal Proposal.

<b>Motion By:</b>	<b>Seconded By:</b>	<b>Carried</b>	<b>Failed</b>
	<b>Roll Call</b>	<b>Yeas:</b>	<b>Nays: Absent:</b>

b. Wage Increase for Senior Services/Community Development Staff

**Motion:** To approve a 3% wage increase to staff in the Senior Services/Community Development for those that haven't received an increase since FY2016 effective March 16, 2022 and again on October 1, 2022.

<b>Motion By:</b>	<b>Seconded By:</b>	<b>Carried</b>	<b>Failed</b>
-------------------	---------------------	----------------	---------------

2. Out of State Travel Approval

**Motion:** To allow the Veterans Affairs Director to attend the National Association of County Veteran Service Officers conference in San Antonio Texas from June 5<sup>th</sup> – 10<sup>th</sup> with all funds to come from approved grant monies.

<b>Motion By:</b>	<b>Seconded By:</b>	<b>Carried</b>	<b>Failed</b>
-------------------	---------------------	----------------	---------------

3. Community Mental Health Reappointment

**Motion:** To reappoint Joe Phillips to the Community Mental Health Board for a 3-year term to expire on March 31, 2025

<b>Motion By:</b>	<b>Seconded By:</b>	<b>Carried</b>	<b>Failed</b>
-------------------	---------------------	----------------	---------------

**C. Physical Resources and Economic Development Committee**

1. Resolution for Transit Millage Renewal

**Pages 31 & 32**

**Motion:** To adopt Resolution #22-07, Clare County Transportation Millage Proposal, for the purpose of continuing to fund a county-wide public transportation system to serve Clare County.

<b>Motion By:</b>	<b>Seconded By:</b>	<b>Carried</b>	<b>Failed</b>
	<b>Roll Call</b>	<b>Yeas:</b>	<b>Nays: Absent:</b>

**D. Finance and Administration Committee**

1. Statutory Finance Committee

**Pages 35 & 36**

**Motion:** To approve Statutory Finance Committee meeting minutes of February 24, 2022 in the amount of \$170,638.25 and approve the payout of sick time due to retirement for Cindy Wright in the amount of \$4,641.02 and minutes of March 7, 2022 in the amount of \$108,137.23.

<b>Motion By:</b>	<b>Seconded By:</b>	<b>Carried</b>	<b>Failed</b>	
	<b>Roll Call</b>	<b>Yeas:</b>	<b>Nays:</b>	<b>Absent:</b>

2. Monthly Expenditures

**Page 37**

**Motion:** To approve the expenditures for the month of February 2022 in the amount of \$2,335,344.92 with the General Fund expenditures totaling \$1,022,971.65.

<b>Motion By:</b>	<b>Seconded By:</b>	<b>Carried</b>	<b>Failed</b>	
	<b>Roll Call</b>	<b>Yeas:</b>	<b>Nays:</b>	<b>Absent:</b>

3. Budget Adjustments

**Pages 39 - 41**

**Motion:** To approve Budget Adjustment 22-40, 22-41 and 22-46 in the amount of \$782,923.89 \$3,405.30 and \$20,945.00 to be distributed.

<b>Motion By:</b>	<b>Seconded By:</b>	<b>Carried</b>	<b>Failed</b>	
	<b>Roll Call</b>	<b>Yeas:</b>	<b>Nays:</b>	<b>Absent:</b>

11. **CLERK'S REPORT (Limited to five minutes)**
12. **TREASURER'S REPORT (Limited to five minutes)**
13. **PROSECUTING ATTORNEY (Limited to five minutes)**
14. **SHERIFF (Limited to five minutes)**
15. **INFORMATION TECHNOLOGY DIRECTOR (Limited to five minutes)**
16. **CHAIRPERSON REPORT (Limited to five minutes)**
17. **VICE CHAIRPERSON REPORT (Limited to five minutes)**
18. **COMMISSIONER REPORT (Limited to five minutes for each Commissioner)**
19. **STATE OF COUNTY BUDGET**
20. **PUBLIC COMMENT (Limited to three minutes per speaker)**
21. **UNFINISHED BUSINESS**
22. **NEW BUSINESS**
23. **ADJOURNMENT**



HA.

**MINUTES OF THE CLARE COUNTY BOARD OF COMMISSIONERS**

225 W. Main St.  
Harrison, Michigan 48625

Unapproved minutes  
February 16, 2022

Meeting was called to order at 9:00 a.m.

Pledge of Allegiance to the Flag of the United States of America, and moment of silence for our active military, veterans and first responders.

**COMMISSIONERS PRESENT**

District 1 Dale Majewski, District 2 Samantha Pitchford, District 3 Rick Fancon, District 5 Sandy Bristol, District 6 Bronwyn Asplund and District 7 Jeff Haskell

**COMMISSIONERS ABSENT**

District 4 Stephanie Brown

**OTHERS PRESENT**

Clerk & Register of Deeds Lori Martin, Administrator Tracy Byard, Dawn Raupp and zoom participants.

**APPROVAL OF AGENDA**

It was moved by Commissioner Majewski, seconded by Commissioner Asplund to approve the agenda as \*amended, **motion carried.**

- \*Remove December 8, 2021 Closed Session Minutes.
- \*Revisions were made to January 19, 2022 Organizational Meeting minutes.
- \*Add Budget Adjustment 22-38 in the amount of \$26,118.80.

**COMMUNITY SERVICES DIRECTOR**

Director Lori Phelps informed the Commissioners that Hayes Township Attorney and Clare County Attorney worked together to develop the contract for Clare County to enforce Hayes Township's Blight Ordinance. Chairman Haskell asked Director Phelps to confirm that this partnership would be funded 100% by Hayes Township. Director Phelps confirmed that was correct. Commissioner Majewski asked for details on the enforcement. Director Phelps confirmed her current staff would work about 25 hours a week for Hayes Township blight issues, all complaints will go to Hayes Township, which will be forwarded to Clare County, at that point Clare County would issue letters and attend court. Director Phelps believes they have a flow chart that will allow them to skip a couple of steps and speed up the process. She has spent several months perfecting this project. Commissioner Bristol questioned if the blight officer would be only for Hayes Township and Director Phelps confirmed that was correct.

Senior Services has received an end of the year payout from Area Agency on Aging in the amount of \$53,000.00 for Medicare waiver patients, which are unrestricted funds. Senior Services is going to use \$6,000.00 of those funds for Project Life Saver. Project life saver is a tracking device that can be placed on an elderly person with memory issues in the event that person wanders off.

**APPROVAL OF MINUTES**

It was moved by Commissioner Majewski, seconded by Commissioner Asplund to approve the Board of Commissioners Minutes with changes, **motion carried.**

**GENERAL PUBLIC COMMENT**

Brian Harrison from Advisacare spoke in favor of Resolution 22-05 urging the State Legislature to amend the Michigan Auto Insurance Reform Act to address a reimbursement cap for auto accident victims that is being presented to the Commissioners later in the agenda.

**COMMUNICATIONS LIST**

No discussion

**ADMINISTRATOR'S REPORT**

Administrator Byard reported that the millage committee has met and that she is working on the DOJ (Department of Justice) certification.

**COMMITTEE REPORTS/CONSENT CALENDAR**

A. Justice Committee

1. CESF Grant for the 55<sup>th</sup> Circuit Court and the 80<sup>th</sup> District Court.  
It was moved by Commissioner Fancon, seconded by Commissioner Bristol to approve the CESF Grant Agreement between the Michigan State Police and the County of Clare's 55<sup>th</sup> Circuit Court and the 80<sup>th</sup> District Court in the amount of \$9,220 with no grant match. Roll call vote revealed:

Yeas: (6) being Commissioners Majewski, Pitchford, Fancon, Bristol, Asplund and Haskell

Nays: (0)

Absent: (1) being Commissioner Brown

**Motion carried**

2. Letter of Understanding for the purpose of donating sick time discussion  
Chairman Haskell updated the Commissioners on the discussion at the last meeting and felt it would be setting a precedence. Chairman Haskell asked if anyone wanted further discussion, no one wanted further discussion.
3. Sheriff and Undersheriff salary increase discussion  
Sheriff Wilson brought forth to the Commissioners that he has only had one wage increase in 14 years. Sheriff Wilson explained that his position has the most liability of anyone else in the County, takes the weight of the jail, and the weight of brining in revenue for the County. Other counties give cost of living raises every year. Undersheriff Miedzianowski showed the Commissioners that the increase in funds could be taken from the Commissary Fund and that increase is sustainable through this fund, there is currently over \$361,000.00 in that account.

The Commissioners were split on their opinion of whether to go ahead and give the Sheriff and Undersheriff increases immediately versus reviewing all elected officials and making a decision on all elected officials at the same time.

The increase requested was an average of Osceola, Roscommon, Isabella, Gladwin, and Missaukee Counties for the Sheriff in the amount of \$82,033.00 and the Undersheriff in the amount of \$73,011.35.

**COMMITTEE REPORTS/CONSENT CALENDAR - continued**

**A. Justice Committee - continued**

It was moved by Commissioner Fancon, seconded by Commissioner Asplund to raise the Sheriff and Undersheriff to the average wage of \$83,033.00 and \$71,081.00. Chairman Haskell asked for discussion, hearing none, roll call vote revealed:

Yeas: (3) being Commissioners Fancon, Asplund and Bristol  
Nays: (3) being Commissioners Majewski, Pitchford and Haskell  
Absent: (1) being Commissioner Brown

**Motion failed**

Chairman Haskell formed a wage committee of Chairman Haskell, Commissioner Asplund and Commissioner Majewski. The Committee will meet on Monday, February 21, 2021.

**B. Health and Human Services Committee**

**1. Urging Legislation to Amend the Auto Insurance Reform Resolution**

It was moved by Commissioner Majewski, seconded by Commissioner Asplund to adopt Resolution #22-05 urging the State Legislature to amend the Michigan Auto Insurance Reform Act to address a reimbursement cap for auto accident victims. Chairman Haskell asked for discussion, after a brief discussion roll call vote revealed:

Yeas: (6) being Commissioners Majewski, Asplund, Pitchford, Fancon, Bristol and Haskell  
Nays: (0)  
Absent: (1) being Commissioner Brown

**Motion carried**

**C. Physical Resources and Economic Development Committee**

**1. Ordinance #28 to Repeal Blight Ordinance #16A**

It was moved by Commissioner Pitchford, seconded by Commissioner Majewski to adopt Ordinance #28 repealing the Clare County Anti-Blight Ordinance #16A in its entirety. Roll call vote revealed:

Yeas: (6) being Commissioners Pitchford, Majewski, Asplund, Bristol, Fancon and Haskell  
Nays: (0)  
Absent: (1) being Commissioner Brown

**Motion carried**

**2. Third Party Blight Contract**

It was moved by Commissioner Bristol, seconded by Commissioner Pitchford to approve the contract between Hayes Township and Clare County Community Services for the purpose of blight enforcement and allow Chair to sign. Chairman Haskell asked for discussion, Commissioner Majewski expressed concern regarding Clare County getting involved in the township blight issues, roll call vote revealed:

Yeas: (6) being Commissioners Bristol, Pitchford, Majewski, Fancon, Asplund and Haskell  
Nays: (0)  
Absent: (1) being Commissioner Brown

**Motion carried**

**COMMITTEE REPORTS/CONSENT CALENDAR - continued**

**D. Finance and Administration Committee**

1. Statutory Finance Committee

It was moved by Commissioner Asplund, seconded by Commissioner Majewski to approve Statutory Finance Committee meeting minutes of January 24, 2022 and February 7, 2022 in the amount of \$271,255.29 and \$222,765.79. Roll call vote revealed:

Yeas: (6) being Commissioners Asplund, Majewski, Pitchford, Bristol, Fancon and Haskell

Nays: (0)

Absent: (1) being Commissioner Brown

**Motion carried**

2. Monthly Expenditures

It was moved by Commissioner Fancon, seconded by Commissioner Majewski to approve the expenditures for the month of January 2022 in the amount of \$2,535,068.10 with the General Fund expenditures totaling \$982,023.62. Roll call vote revealed:

Yeas: (6) being Commissioners Fancon, Majewski, Asplund, Pitchford, Bristol and Haskell

Nays: (0)

Absent: (1) being Commissioner Brown

**Motion carried**

3. Budget Adjustments

It was moved by Commissioner Majewski, seconded by Commissioner Bristol to approve Budget Adjustment 22-30, 22-31, 22-34 and 22-38 in the amount of \$470.00 \$5,384.00, \$29,857.27 and \$26,118.80 to be distributed. Roll call vote revealed:

Yeas: (6) being Commissioners Majewski, Bristol, Fancon, Asplund, Pitchford and Haskell

Nays: (0)

Absent: (1) being Commissioner Brown

**Motion carried**

4. Personnel Manual Amendment

It was moved by Commissioner Pitchford, seconded by Commissioner Asplund to amend personnel manual to change the vacation leave years of service to coincide with the UAW Unit Contracts, Chairman Haskell asked for discussion, hearing none **motion carried.**

5. UAW Unit 2 Letter of Understanding

It was moved by Commissioner Bristol, seconded by Commissioner Asplund to approve a letter of understanding, subject to final form, for UAW Unit 2 removing paragraphs 3 and 4 under Article 36, Compensatory Time, as the wording does not pertain to employees within this unit. Roll call vote revealed:

Yeas: (6) being Commissioners Bristol, Asplund, Majewski, Pitchford, Fancon and Haskell

Nays: (0)

Absent: (1) being Commissioner Brown

**Motion carried**



**COMMITTEE REPORTS/CONSENT CALENDAR - continued**

**D. Finance and Administration Committee - continued**

6. UAW Unit 1 Letter of Understanding

It was moved by Commissioner Asplund, seconded by Commissioner Majewski to approve a letter of understanding, subject to final form, for UAW Unit 1, revising Article 29, Wages, to read wage opener for years 10/1/2022 and 10/1/2023 for the remaining two years of the contract rather than 10/1/2023 and 10/1/2024. Roll call vote revealed:

Yeas: (6) being Commissioners Asplund, Majewski, Bristol, Fancon, Pitchford and Haskell

Nays: (0)

Absent: (1) being Commissioner Brown

**Motion carried**

**CLERK/REGISTER OF DEEDS REPORT**

Clerk/Register of Deeds Lori Martin gave an update on Official Records Online that was implemented last year. This service is working well and generating revenue for the County. Clerk/Register of Deeds Martin indicated her office will be sending out jury questionnaires for 2023 in the next few months, updated the Commissioners on the microphone system being installed in Circuit Court and announced that the City of Clare will be having an Election in May.

**TREASURER'S REPORT**

Treasurer Jenny Beemer-Fritzinger handed out an updated report of the cash, investments and fund balances for Clare County. She is preparing to purchase approximately \$4.5 million in delinquent taxes and preparing for tax settlement of 2021 taxes.

Treasurer Beemer-Fritzinger informed the Commissioners of a program that will help with mortgages and property taxes and asked the Commissioners to direct individuals at risk of losing their home to her office for more information.

Finally, Treasurer Beemer-Fritzinger closed by reminding everyone her office is giving away a goodie basket to those entered into the drawing by purchasing their dog license by February 18, 2022.

**PROSECUTING ATTORNEY'S REPORT**

Prosecuting Attorney Michelle Ambrozaitis reported that she has hired a part time process server with the grant funds her office received. Subpoenas are now being served on time.

Prosecutor Ambrozaitis has received a scholarship to attend a National District Attorney Association Training in Chicago, approximately \$900.00 value.

Prosecutor Ambrozaitis confirmed that there has not been a trial in Circuit Court since prior to March of 2020 and will be thankful for trials to begin again as the cases are stacking up.

**SHERIFF'S REPORT**

Undersheriff Miedzianowski reported the jail has 57 Federal inmates currently, and will be losing another road deputy to a higher paying position with another department. Undersheriff Miedzianowski added the wage increase the Commissioners just gave to the Sheriff Department's employees is helping with retention.

**SHERIFF'S REPORT - continued**

Undersheriff Miedzianowski discussed two grants he just submitted. One grant is for \$100,000.000 for use in recruitment of employees and one grant is for \$100,000.00 to be used for training employees.

**INFORMATION TECHNOLOGY REPORT**

Director Jesse Bellinger has completed the email server switch over to Outlook 365 and is in a position to start the new county server project. He reported the RAVE weather alert list is completed, and mentioned a new paperless project being worked on for the Commissioners, which would cost approximately \$2,000.00 per Commissioner.

**CHAIRMAN'S REPORT**

Chairman Jeff Haskell started discussion regarding changing the meeting time from 9:00 a.m. to a later time of day, no action was taken. He then announced that January was Radon Awareness month and if anyone is concerned they can get a test kit at the Health Department. Chairman Haskell finished up by reporting that Clare County unemployment rate was 6.9%.

**VICE CHAIRMAN'S REPORT**

Vice Chairman Dale Majewski pointed out a good article in the Focus Magazine on ARPA (American Rescue Plan Act) Funds. He reported that the Superintendent for Farwell Schools was at the Lincoln Township meeting and announced they will be asking for a bond proposal on the November ballot. Vice Chairman Majewski added that he believes Clare and Harrison will be looking for school millages also, along with Lincoln Township Fire Fund and Road Patrol asking for their own millages.

Administrator Byard discussed that in August Clare County may be looking for a possible law enforcement millage, Senior Citizens millage, and County Transit millage.

**COMMISSIONER'S REPORT**

Commissioner Fancon did not have a report

Commissioner Pitchford has been attending her meetings.

Commissioner Bristol has been encouraging her townships to allow for education of the Clerks and Treasurers. She announced that the Hazard Mitigation Committee is getting close to picking out a project and confirmed she will be asking the County to financially support the Airport again.

Commissioner Asplund read a news release from the National Association of Counties regarding cyber security risk and the recommendation of adopting a heightened posture when it comes to cyber security and protecting our most critical assets. Commissioner Asplund provided information regarding fee cyber security services from our Government that are available to Clare County currently.

**STATE OF THE COUNTY BUDGET**

Administrator Byard handed out a list of percentages of budgets used and confirmed she has reviewed the budget and there are no red flags present regarding the budget. Treasurer Beemer-Fritzingler suggested that the copier and printer line items should be reviewed by the Administrator.

**PUBLIC COMMENT**

None

**UNFINISHED BUSINESS**

Administrator Byard received a message from Area Agency on Aging and asked that Commissioner Bristol be appointed through March of 2025.

It was moved by Commissioner Haskell, seconded by Commissioner Asplund to reappoint Sandy Bristol to the Region 7 Area on Aging Advisory Board through March of 2025. **Motion carried.**

**NEW BUSINESS**

None

Meeting Adjourned at 10:43 a.m.

---

Lori Martin, Clerk  
Clare County Board of Commissioners

---

Jeff Haskell, Chairman  
Clare County Board of Commissioners



CLARE COUNTY AND GLADWIN COUNTY INDIGENT DEFENSE  
MANAGED ASSIGNED COUNSEL ADMINISTRATOR

9:15 a.m

INDEPENDENT CONTRACTOR AGREEMENT  
October 1, 2022 – September 30, 2025

Agreement made the date hereinafter set forth by and between the County of Clare and the County of Gladwin, Municipal Corporations, hereinafter referred to as the "County" and Indigent Defense Consultants, P.C., a Michigan Professional Corporation, Managed Assigned Counsel Administrator, hereinafter referred to as "Counsel Administrator."

1. **Services to be Performed:** 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.

2. **Payment**

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

FY23 (October 1, 2022 to September 30, 2023): \$105,000 (\$52,500 per county)

FY24 (October 1, 2023 to September 30, 2024): \$110,000 (\$55,000 per county)

FY25 (October 1, 2024 to September 30, 2025): \$115,000 (\$57,500 per county)

based on the State Fiscal Year ending September 30<sup>th</sup>, 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 Clare County Administration Office, 225 W. Main St., Harrison, MI 48625. The invoice must include an invoice number, dates covered by the invoice, and a summary of the work performed.

3. **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.

4. **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.

5. **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, 2022 and will terminate on September 30, 2025, 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.

**Clare County:**

\_\_\_\_\_  
Jeff Haskell, Chairperson  
Clare County Commissioner

\_\_\_\_\_  
Date

**Gladwin County:**

\_\_\_\_\_  
Ron Taylor, Vice-Chairperson  
Gladwin County Commissioner

\_\_\_\_\_  
Date

**Managed Assigned Counsel Administrator:**

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

\_\_\_\_\_  
Date

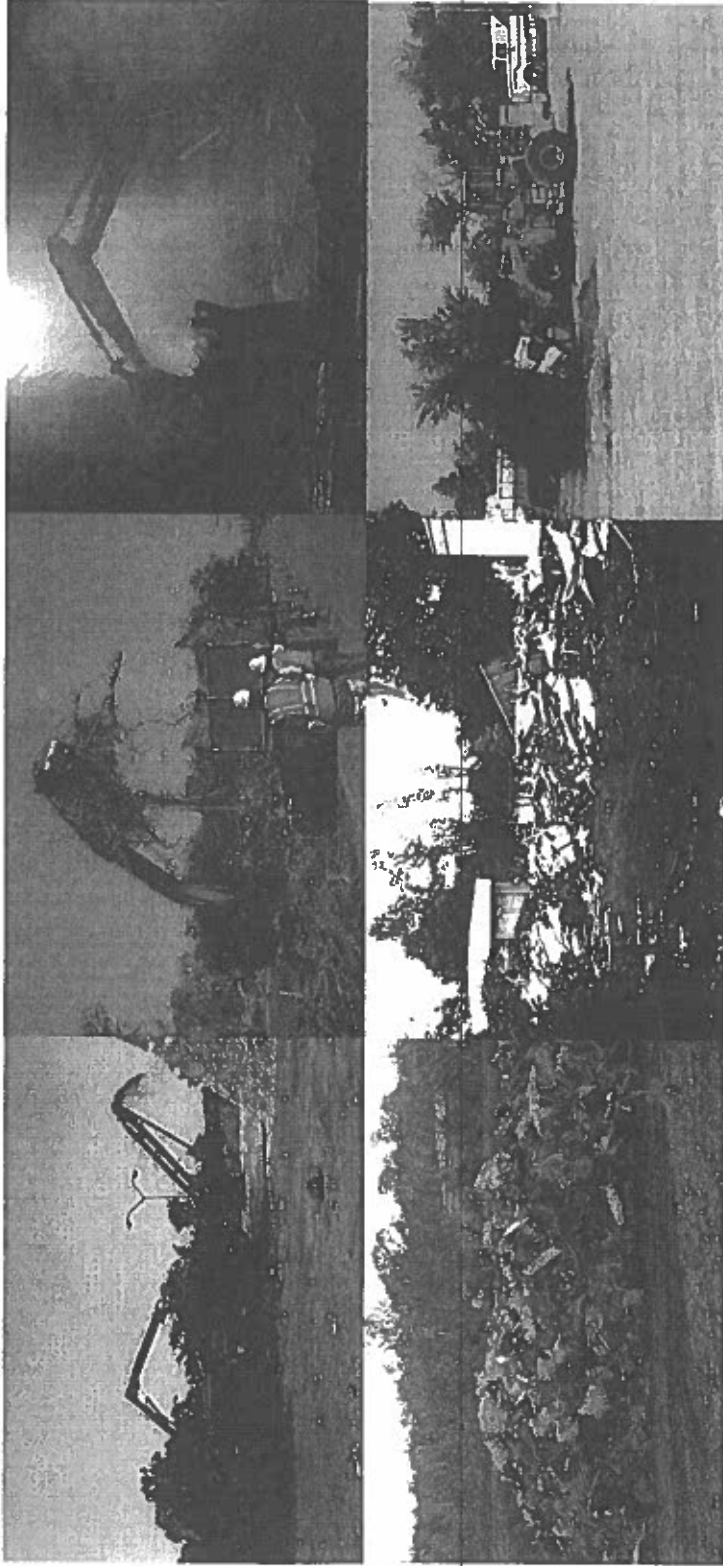


## **A. JUSTICE STANDING COMMITTEE**





## CLARE COUNTY DISASTER DEBRIS MANAGEMENT PLAN



AI.



A2.

**Letter Of Understanding Between The County Of Clare, The Sheriff Of Clare County, And The Clare County:**

**POAM- Corrections Unit/POAM- Non-Supervisor Association  
COAM- Command Unit/Central Dispatch Unit**

This Letter of Understanding is by and between Clare County, hereafter called "The County" Clare County Sheriff, hereafter called "The Sheriff", and the Clare County POAM- Corrections Unit/POAM- Non-supervisor Association/COAM- Command Unit hereafter called "The Union"

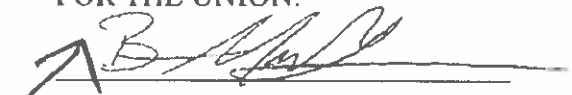
Clare County, The Sheriff, and The Union are committed in mitigating the negative economic hardship placed on Sheriff's Office employees due to unforeseen and extended medical needs requiring absence from employment.

The parties agree to the following:

1. Employees of the Clare County POAM Corrections Unit/ POAM Non-supervisor Association/ COAM Command Unit/ Central Dispatch Unit shall be allowed to donate earned sick time to any Sheriff's Office employee when needed.
2. The time frame of said donations must be after the affected employee has been on FMLA, used all of their current accrued time and will no longer be able to receive pay without sick time being donated to him / her.
3. Donated time shall be calculated bi-weekly to ensure that donated time is converted from the donating employees wage to the receiving employee's wage. Donated time shall not be stored by the employee receiving the donated time. Any stored amounts will be returned to employees that donated it.

FOR THE UNION:

FOR THE COUNTY:



POAM COAM

\_\_\_\_\_

COUNTY CHAIRPERSON



POAM 911

\_\_\_\_\_

COUNTY CLERK

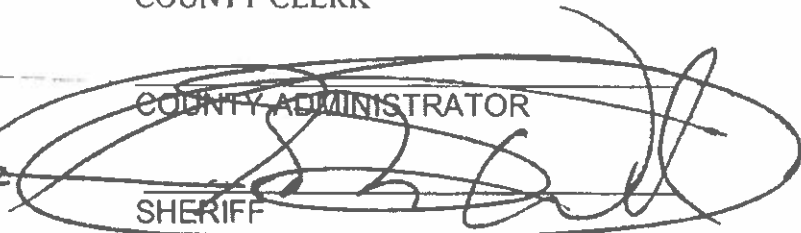


POAM CORRECTIONS

COUNTY ADMINISTRATOR

 3/2/22

POAM NON-SUPERVISORY UNIT



SHERIFF





## **B. HEALTH AND HUMAN SERVICES**



**RESOLUTION**

#22-06

Bla.

**WHEREAS**, Act 39 of the Public Acts of 1976 expressly authorizes the Board of Commissioners for the County of Clare to levy taxes and appropriate funds for the purpose of providing activities or services to the older persons, being individuals sixty (60) years of age or older of said County; and

**WHEREAS**, the Board of Commissioners for the County of Clare seeks to have the voters of the County determine whether or not they desire to continue to raise funds for the purpose of supportive activities directed toward the provision and improvement of senior citizen services by renewing the millage 0.27 of one (1) mill, as previously approved in 2014, for a renewal period of six (6) years, 2022 through 2028, inclusive.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That the following proposal be submitted to the qualified voters of the County of Clare at the Election to be held in said County on Tuesday, August 2, 2022:

**SENIOR CITIZENS SERVICES  
MILLAGE RENEWAL PROPOSAL**

For the sole purpose of continuing to fund Senior Citizen Services within Clare County at the same millage level previously approved by the voters in 2014, shall the Constitutional limitation upon the total amount of taxes which may be assessed in one (1) year upon all property within the County of Clare, Michigan, be renewed at up to 0.27 mill (\$0.2700 per \$1,000 of Taxable Value) for a period of six (6) years, 2022 through 2028, inclusive?

If approved and levied in full, this millage will raise an estimated \$318,236.97 for the County-wide Senior Citizen Services in the first calendar year of the levy.

In accordance with State law, a portion of the millage may also be captured by the Downtown Development and Brownfield Authorities of the Cities of Clare and Harrison; and the Village of Farwell/Surrey Township Local Development Finance Authority

YES

NO

2. Said proposition shall be stated on the ballots to be prepared and distributed in the matter provided by law.

3. All Public Officials of the County of Clare, State of Michigan, and all Governmental units thereof, within such time as shall be required by law, be and are directed to perform all acts which shall be necessary to be performed in order to submit the above stated

proposition to the duly qualified voters of said County at the Election to be held in said County on Tuesday, August 2, 2022.

4. It is further ordered that a certified copy of said proposition be filed with the County Clerk as required by law.

Ayes

Nayes

Absent

**C. PHYSICAL RESOURCES  
AND  
ECONOMIC DEVELOPMENT  
STANDING COMMITTEE**





**PROPOSED RESOLUTION #22-07**

**WHEREAS**, County public transportation services are of substantial benefit to the citizens of the County of Clare; and

**WHEREAS**, the current county-wide public transportation authorized millages of 0.3000 mill adopted in 2015, and 0.2000 mill adopted in 2020, both expire December 31, 2022; and

**WHEREAS**, the Clare County Transit Corporation, which provides public transportation services within Clare County, has indicated that the current combined millage of 0.5000 mill is needed to continue to provide the same level of necessary services; and

**WHEREAS**, the Board of Commissioners desire to continue to provide a transportation system at the same level of service within Clare County; and

**WHEREAS**, the Board of Commissioners for the County of Clare seek to have the voters of said County determine whether or not they desire to raise funds for the public transportation services by approving a millage at the same combined rate previously authorized by the voters of 0.5000 of one (1) mill for five (5) years, being for 2023-2027.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

- 1. That the following proposal be submitted to the qualified voters of the County of Clare at the State Primary Election to be held in said County on Tuesday, August 2, 2022:

**CLARE COUNTY TRANSPORTATION  
MILLAGE PROPOSAL**

For the sole purpose of continuing to fund a county-wide public transportation system to serve Clare County at the same combined total millage level previously approved by the voters in 2015 and 2020, shall the Constitutional limitation upon the total amount of taxes which may be assessed in one (1) year upon all property within the County of Clare, Michigan, be increased by up to 50/100 (0.5000) of one (1) mill (\$0.50 per thousand dollars of state taxable valuation), and be levied for a period of five (5) years, 2023-2027 inclusive?

If approved and levied in full, this millage will raise an estimated \$589,327 for the county-wide public transportation system in the first calendar year of the levy. In accordance with State law, a small portion of the millage may also be captured by the Downtown Development and Brownfield Authorities of the Cities of Clare and Harrison, the Downtown Development Authority of the Village of Farwell; and the Village of Farwell/Surrey Township Local Development Finance Authority.

Yes

No

2. Said proposition shall be stated on the ballots to be prepared and distributed in the matter provided by law.

3. All Public Officials of the County of Clare, State of Michigan, and all Governmental units thereof, within such time as shall be required by law, be and are directed to perform all acts which shall be necessary to be performed in order to submit the above stated proposition to the duly qualified voters of said County at the State Presidential Primary Election to be held in the County on Tuesday, August 2, 2022.

4. It is further ordered that a certified copy of said proposition be filed with the County Clerk as required by law.

Ayes

Nays

Absent

I, Lori Martin, Clerk of said County of Clare and Clerk of the Circuit Court thereof, the same being a Court of Record, do hereby certify that the above Resolution #22-07 as amended was adopted by the Clare County Board of Commissioners at their special meeting held on March 16, 2022 as appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Harrison, this 16<sup>th</sup> day of March, 2022

---

Lori Martin, County Clerk



**D. FINANCE AND ADMINISTRATION  
STANDING COMMITTEE**



D.I.

**STATUTORY FINANCE COMMITTEE  
MEETING MINUTES OF  
FEBRUARY 24, 2022**

Per legal counsel opinion, the County Board of Commissioners established a separate meeting for review of claims by the Statutory Finance Committee.

Committee Members Present: Committee Member Jeff Haskell, Committee Member Bronwyn Asplund and Committee Member Sandra Bristol.

Committee Member Absent: 0

Others present: Deputy Clerk Polly Raycraft and zoom participants.

Committee Member Jeff Haskell called the meeting to order at 11:01 a.m.

**COMMITTEE ITEMS**

1. February 24, 2022 claims

It was moved by Committee Member Asplund, seconded by Committee Member Bristol to approve the February 24, 2022 general fund claims submitted in the amount of \$170,638.25 and approve the payout of sick time due to retirement for Cindy Wright in the amount of \$4,641.02.

Roll call revealed:

Yeas: (3) being Committee Member Haskell, Asplund and Bristol.

Nays: (0)

Absent: (0)

**PUBLIC COMMENT**

No public comment

Next meeting date will be March 7, 2022 at 9:00 a.m.

Meeting adjourned at 11:32 a.m.

---

Polly Raycraft, Deputy Clerk  
Clare County Finance Committee

**STATUTORY FINANCE COMMITTEE  
MEETING MINUTES OF  
MARCH 7, 2022**

Per legal counsel opinion, the County Board of Commissioners established a separate meeting for review of claims by the Statutory Finance Committee.

Committee Members Present: Committee Member Jeff Haskell and Committee Member Bronwyn Asplund.

Committee Member Absent: Committee Member Sandra Bristol

Others present: County Clerk Lori Martin, Administrative Assistant Dawn Raupp, and zoom participants.

Committee Member Haskell called the meeting to order at 9:07 a.m.

**COMMITTEE ITEMS**

1. March 7, 2022 claims

It was moved by Committee Member Asplund, seconded by Committee Member Bristol to approve the March 7, 2022 general fund claims submitted in the amount of \$108137.23. Roll call revealed:

Yeas: (2) being Committee Member Haskell and Asplund

Nays: (0)

Absent: (1) being Committee Member Bristol

**PUBLIC COMMENT**

No public comment

Next meeting date will be March 21, 2022 at 9:00 a.m.

Meeting adjourned at 9:29 a.m.

---

Lori Martin, Clerk  
Clare County Finance Committee

MONTHLY EXPENDITURES					
Feb-22					
GENERAL FUND 101	FRIEND OF COURT 215	ANIMAL CONTROL 230	MSU 235	GYPSY MOTH 239	
\$ 1,022,971.65	\$ 24,508.64	\$ 21,295.15	\$ 260.34	\$ -	\$ 1,069,035.78
BLDG/ELECT DEPT 249	AUTOMATION FUND 256	INDIGENT DEFENSE FUND 260	911 SERVICE 261	LOCAL CORR CPL LICENSING 263	
\$ 27,985.26	\$ -	\$ 46,805.42	\$ 99,252.58	\$ 884.41	\$ 174,927.67
LOCAL CORR OFFICERS TRAIN FUND 264	DRUG LAW INF FUND 265	OWI FORFEITURE FUND 267	CLARE/GLADWIN RECOVERY CRT 268	LAW LIBRARY 269	
\$ -	\$ 320.83	\$ 650.00	\$ 4,139.22	\$ 464.96	\$ 5,575.01
HOUSING 274	COMM DEV ESCROW 275	COUNCIL ON AGING 288	SOCIAL SERVICES 290	CHILD CARE PROBATE 291	
\$ 1.45	\$ -	\$ 99,960.11	\$ -	\$ 10,142.73	\$ 110,104.29
CHILD CARE SOCIAL SERV 292	SOLDIERS/ SAILORS RELIEF 293	VETERANS TRUST 294	AIRPORT 295	VETERANS SPECIAL PROJECTS 296	
\$ -	\$ 297.97	\$ -	\$ 786.97	\$ 426.44	\$ 1,511.38
CRTHOUSE RENOV DEBT 366	BLDG AUTH DEBT 370	BROWNFIELD DEBT FUND 380	ANIMAL SHELTER 413	CO CONST LOAN 466	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BROWNSFIELD AUTH-REV LOAN 480	BROWNSFIELD E P A 486	LAND BANK AUTHORITY 515	TAX REVOLVING 516	TAX FORECLOSURE FUND 518	
\$ -	\$ -	\$ -	\$ 330.87	\$ 3,902.66	\$ 4,233.53
TRANSIT 588	JAIL COMMISS FUND 595	TECHNOLOGY 644	HEALTH INSURANCE 677	T & A 701	
\$ -	\$ 3,947.10	\$ -	\$ -	\$ 1,753,516.24	\$ 1,757,463.34
LIBRARY 721	CLEARING FUND 777	DRAIN 801	DRAIN GRANT 805	LAKE LEVEL 841	
\$ -	\$ 235,406.85	\$ -	\$ -	\$ 58.72	\$ 235,465.57
<b>GRAND TOTAL</b>	<b>\$ 3,358,316.57</b>			<b>\$ 3,358,316.57</b>	
			<b>101 GENERAL FUND</b>	<b>\$ (1,022,971.65)</b>	
			<b>ALL OTHER FUNDS</b>	<b>\$ 2,335,344.92</b>	



**LINE ITEM TRANSFER/BUDGET ADJUSTMENT #22-40**

REQUESTING DEPARTMENT: TREASURER  
 EXPLANATION OF REQUEST (explain fully)

DATE: 02/17/2022

UPDATE REVENUES & ACCT FOR ARPA REV LOSS NOT SPENT YET

FROM		TO	
Acct.# 101-000-699.900	BEG FB	Acct.# 101-000-428.000	SWAMPLAND TAX
Acct.# 101-990-998.291	CCF APPROP	Acct.# 101-000-528.000	FEDERAL GRANT - ARPA
Acct.#		Acct.# 101-000-675.301	CONTRIBUTIONS - CCSD
Acct.#		Acct.#	
Acct.#		Acct.#	
Acct.#		Acct.#	
Acct.#		Acct.#	
Acct.#		Acct.#	
<b>INCREASE</b>		<b>INCREASE</b>	
Acct.# 101-000-528.000	FEDERAL GRANT - ARPA	Acct.# 101-901-978.259	NEW EQUIP - IT
Acct.#		Acct.# 101-259-801.000	CONTRACTED SERV - IT
Acct.#		Acct.#	
Acct.#		Acct.#	
Acct.#		Acct.#	
Acct.#		Acct.#	
Acct.#		Acct.#	
Acct.#		Acct.#	
Acct.#		Acct.#	
Acct.#		Acct.#	
<b>TOTAL</b>	<b>\$716,982.14</b>	<b>TOTAL</b>	<b>\$782,923.89</b>

Jenny Beemer-Fritzing  
 Department Head/Authorized Signature

DO NOT WRITE BELOW THIS LINE

Verification: \_\_\_\_\_  
 Finance/Budget Committee \_\_\_\_\_  
 1. Finance Chair \_\_\_\_\_  
 2. Board Chair \_\_\_\_\_  
 3. Administrator \_\_\_\_\_

Action  
 Req: \_\_\_\_\_

D3

LINE ITEM TRANSFER/BUDGET ADJUSTMENT #22- 41

Requesting Department Sheriff Department

Date 02/24/22

Explanation of Request (explain fully) TO TRANSFER FUNDS FROM LINE ITEM# 261-000-706.002 SURCHARGE PT OVERTIME TO LINE ITEM#261-000-706.001 SURCHARGE FT OVERTIME DUE TO BUDGET SHORTFALL AS A RESULT OF RETRO PAYMENTS AFTER UNION CONTRACT RATIFICATION

FROM

Amount

Acct. #		Amount
	261-000-706.002	\$ 3,405.30
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
<b>TOTAL</b>		<b>\$ 3,405.30</b>

TO

Amount

Acct. #		Amount
	261-000-706.001	\$ 3,405.30
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
Acct. #		
<b>TOTAL</b>		<b>\$ 3,405.30</b>



**DO NOT WRITE BELOW THIS LINE**

Verification:

- Finance/Budget Committee
1. Finance Chair \_\_\_\_\_
  2. Board Chair \_\_\_\_\_
  3. Administrator \_\_\_\_\_

Action  
Req: \_\_\_\_\_

Date \_\_\_\_\_  
Date \_\_\_\_\_  
Date \_\_\_\_\_  
Date \_\_\_\_\_





