

Wednesday, September 16, 2020
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
Approval of Agenda

4. Approval of Minutes

A. Board of Commissioners Minutes for August 19, 2020

Pages 5 - 12

B. Special Board Meeting Minutes for September 9, 2020

Pages 13 - 16

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

10:00 a.m. FY 2020 Budget Public Hearing

1. Budget Resolution #20-21

Pages 17 - 22

Motion: To adopt Resolution #20-21, a Resolution approving and adopting the County General Appropriation Act for Fiscal Year 2021

Motion By:

Seconded By:

Carried

Failed

ROLL CALL:

Yeas

Nays

2. Wage Compensation Resolution #20- 20

Pages 23 -26

Motion: To adopt Resolution #20-20 Establishing Fiscal Year 2021 Compensation

Motion By:

Seconded By:

Carried

Failed

ROLL CALL:

Yeas

Nays

10:05 a.m. Roxanne Nicholas – Review of County Audit

10. Committee Reports/Consent Calendar

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

JA

Harrison, Michigan 48625

Unapproved minutes
August 19, 2020

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

Pledge of Allegiance and moment of silence for our active military, veterans and first responders.

COMMISSIONERS PRESENT

District 1 Dale Majewski, District 2 Samantha Pitchford, District 3 Leonard Strouse, District 5 Mark Fitzpatrick, District 6 David Hoefling, and District 7 Jeff Haskell.

COMMISSIONERS ABSENT

District 4 Jack Kleinhardt - excused

OTHERS PRESENT

Tracy Byard, Polly Zombeck, Jesse Bellinger, and zoom participants

APPROVAL OF AGENDA

It was moved by Commissioner Majewski, seconded by Commissioner Strouse, to approve the agenda with additions.

Additions:

Administrator Byard added under Special Presentations add MOS for copier discussion

Commissioner Hoefling added under New Business zoom discussion

Vice Chairperson Pitchford asked for discussion, hearing none roll call vote revealed:

Yeas: (6) being Commissioners Majewski, Strouse, Pitchford, Fitzpatrick, Hoefling, and Haskell

Nays: (0)

Absent: (1) Chairperson Kleinhardt

Motion carried

APPROVAL OF MINUTES

It was moved by Commissioner Hoefling, seconded by Commissioner Majewski to approve the Board of Commissioners Minutes for July 15, 2020. Vice Chairperson Pitchford asked for discussion, hearing none roll call vote revealed:

Yeas: (6) being Commissioners Hoefling, Majewski, Haskell, Fitzpatrick, Strouse, and Pitchford

Nays: (0)

Absent: (1) Chairperson Kleinhardt

Motion carried

It was moved by Commissioner Strouse, seconded by Commissioner Hoefling to approve the Special Board of Commissioners Minutes for July 21, 2020. Vice Chairperson Pitchford asked for discussion, hearing none roll call vote revealed:

Yeas: (6) being Commissioners Strouse, Hoefling, Majewski, Fitzpatrick, Haskell, and Pitchford

Nays: (0)

Absent: (1) Chairperson Kleinhardt

Motion carried

GENERAL PUBLIC COMMENT

None

COMMUNICATIONS LIST

None

ADMINISTRATOR'S REPORT

Administrator Byard had a meeting with the Drain Commissioner regarding the Little Tobacco Drain project, and was informed that the County's annual share of the assessment will be \$32,885.00 for 20 years.

Administrator Byard was approached by Hayes Township with regard to use of some of the airport property as an industrial park. She is looking into deed use restrictions.

The last quarter of revenue sharing from the State of Michigan has been taken away and replaced with federal aid funds, which will actually be more than what the revenue sharing previously has been. Clare County will be required to specify what those federal aid funds were used for in relation to COVID-19. Any portion not used for COVID-19 will have to be returned to the State of Michigan.

MAC (Michigan Association of Counties) is working on a state wide wage survey so all counties will have access to that information.

Administrator Byard has a meeting scheduled with MMRMA (Michigan Municipal Risk Management Authority) regarding asset distribution. She has put extra into the budget in anticipation of the asset distribution.

There will be a recycle day at Harrison City Park which is free to all Clare County Residents.

Administrator Byard had a meeting with MMDC (Mid Michigan Development Corporation) regarding projects they are working on and passed on a request from MMDC for the Board to reconsider putting them back into the budget. MMDC is looking at entering into contracts to bring in windmills for 3 townships within Clare County. Pam O'Laughlin of MMDC is reviewing Consumers invoices and the possibility of installing solar panels for the jail.

Administrator Byard asked for clarification on whether the cleaning contract was cut or remained the same. Clerk Martin confirmed a motion was made and passed to cut the cleaning contract, but the county is still paying the full contract premium and requested that a motion be made to reflect what is being paid.

It was moved by Commissioner Strouse, seconded by Commissioner Majewski to continue on with the contract with A.W.O.L until the Board can reassess it. Vice Chairperson Pitchford asked for discussion, Commissioner Haskell asked if the contract would need to go out for re-bid. Commissioner Hoefling confirmed the contract states the contract can be modified, roll call vote revealed:

Yeas: (6) being Commissioners Strouse, Majewski, Haskell, Hoefling, Fitzpatrick, and Pitchford

Nays: (0)

Absent: (1) Chairperson Kleinhardt

Motion Carried

COMMUNITY SERVICES DIRECTOR

Director Lori Phelps is seeing record breaking numbers in the building department. Working on emergency repairs (wells, drain fields, etc.). Building permits for the entire year last year were 530 permits, and so far this year through July they have issued 536. A big month would be a \$26,000.00 and they have had \$70,000.00 months. Director Phelps also discussed the meals served and the need for more drivers, and the CARES Act.

PUBLIC HEARINGS/SPECIAL PRESENTATIONS

1. Jennifer Martin – 44North – Health Insurance Review
Ms. Martin passed out handouts and discussed the different options for health care coverage

It was moved by Commissioner Strouse, seconded by Commissioner Haskell to go with the 7% cost share with \$250.00 deductible option allows for \$62,055.00. Vice Chairperson Pitchford asked for discussion, Commissioner Majewski is not in favor of the employee absorbing more costs for the health care plan, roll call vote revealed:

Yeas: (4) being Commissioners Strouse, Haskell, Fitzpatrick, and Pitchford
Nays: (2) Commissioners Majewski and Hoefling
Absent: (1) Chairperson Kleinhardt

Motion Carried

2. Dan Rahrig – MOS (Michigan Office Solutions)
Dan Rahrig Clare County's Xerox Representative for the past 10-15 years was present to discuss a new agreement because the contract is up for renewal. Clare County is currently spending \$9,400.00 per month and they will replace about 48 pieces of equipment and the new cost will be about \$6,000.00 per month. Some departments had items added and some had items taken out. Administrator Byard will need a scanner to be back up for account payable and the Prosecutor will also need scanners.

It was moved by Commissioner Haskell, seconded by Commissioner Hoefling to accept that five (5) year contract. Vice Chairperson Pitchford asked for discussion, hearing none roll call vote revealed:

Yeas: (6) being Commissioners Haskell, Hoefling, Majewski, Strouse, Fitzpatrick, and Pitchford
Nays: (0)
Absent: (1) Chairperson Kleinhardt

Motion Carried

Recess at 10:42 a.m.
Back in session 10:52 a.m.

3. E-911 Plan Amendment
Public Hearing for Emergency 911 Plan Amendment opened at 10:00 a.m.
Public Hearing for Emergency 911 Plan Amendment closed at 11:04 a.m.

It was moved by Commissioner Strouse, seconded by Commissioner Hoefling to adopt Resolution #20-15, a Resolution approving and adopting the Amended E-911 Service Plan attached hereto and as incorporated herein by this reference and that the Plan originally adopted on August 6, 1990 is replaced in its entirety with the Amended E-911 Service Plan attached hereto. Vice Chairperson Pitchford asked for discussion, 911 Director Marlana Terrian gave an overview of the updates, roll call vote revealed:

Yeas: (6) being Commissioners Strouse, Hoefling, Majewski, Haskell, Fitzpatrick and Pitchford
Nays: (0)
Absent: (1) Chairperson Kleinhardt

Motion Carried

COMMITTEE REPORTS/CONSENT CALENDAR

A. Justice Committee

1. Reconsideration of Child Support Specialist – Prosecutor's Office
Prosecuting Attorney Michelle Ambrozaitis outlined the employees in her office, what their jobs consist of, and the employees that she has lost in the past year, which resulted in a 20% reduction in staff in her office. Prosecutor Ambrozaitis again explained the contract that her office is bound by. Her staff is able to meet the statutory obligations minimally, but are not meeting the terms of the contract. Her office is contracted to have a full time position and her office can only meet a half time commitment at this time. Without a full time person working as a Child Support Specialist the County will have a reduction in revenue in the amount of \$20,000.00 for services her office has to do by statute anyway. Her staff has 253.5 hours of overtime in order to get work done since March 2020. Prosecutor Ambrozaitis can no longer ask them to take comp time in lieu of overtime, but there is no way she can allow them to take the time off, therefore she must pay the overtime.

It was moved by Commissioner Strouse, seconded by Commissioner Hoefling to go with the Prosecutor's recommendation. Vice Chairperson Pitchford asked for discussion, after more discussion roll call vote revealed:

Yeas: (5) being Commissioners Strouse, Hoefling, Haskell, Fitzpatrick and Pitchford

Nays: (1) Commissioner Majewski

Absent: (1) Chairperson Kleinhardt

Motion Carried

B. Health and Human Services Committee

No Report

C. Physical Resources and Economic Development Committee

1. Community Development
It was moved by Commissioner Majewski, seconded by Commissioner Fitzpatrick to allow Community Development to replace a secretary and move the position from part time to full time with all funds to come from the Community Development, Building and Electrical and Senior Services. Vice Chairperson Pitchford asked for discussion, Director Phelps confirmed the need for replacing 2-part time employees with a full time employee, roll call vote revealed:

Yeas: (6) being Commissioners Majewski, Fitzpatrick, Strouse, Hoefling, Haskell and Pitchford
Nays: (0)
Absent: (1) Chairperson Kleinhardt
Motion Carried
2. Request to Rent County Property
Administrator Byard had a request from American Waste to rent the property across from their current location. The Board asked that American Waste submit a proposal.
3. Discussion Regarding Road Commission Wages
Administrator Byard pointed out that the Road Commissioners are currently making less than what the County Commissioners are making, and asked if the Board of Commissioners want to make any changes.

COMMITTEE REPORTS/CONSENT CALENDAR - continued

Physical Resources and Economic Development Committee - continued

It was moved by Commissioner Majewski, seconded by Commissioner Strouse that when the existing road commissioner's terms are up, and that would be the 3 that were there prior to adding the 5, that there would no longer be the option of health insurance benefits, there would only be a salary. Vice Chairperson Pitchford asked for discussion, hearing none roll call vote revealed:

Yeas: (6) being Commissioners Majewski, Haskell, Hoefling, Strouse, Fitzpatrick, and Pitchford

Nays: (0)

Absent: (1) Chairperson Kleinhardt

Motion carried

It was moved by Commissioner Majewski, seconded by Commissioner Strouse to bring the Road Commissioner wages up to and equal to the County Commissioner wages beginning January 1, 2021. Vice Chairperson Pitchford asked for discussion, hearing none roll call vote revealed:

Yeas: (6) being Commissioners Majewski, Strouse, Fitzpatrick, Hoefling, Haskell, and Pitchford

Nays: (0)

Absent: (1) Chairperson Kleinhardt

Motion carried

4. Resolution - Little Tobacco Drains Intercounty Drain Bonds

It was moved by Commissioner Haskell, seconded by Commissioner Fitzpatrick to adopt Resolution #20-14 pledging full faith and credit to Little Tobacco River intercounty drain bonds. Vice Chairperson Pitchford asked for discussion, a short discussion of the full amount of 7-8-million-dollar project was had, roll call vote revealed:

Yeas: (6) being Commissioners Haskell, Fitzpatrick, Majewski, Strouse, Hoefling, and Pitchford

Nays: (0)

Absent: (1) Chairperson Kleinhardt

Motion for Resolution carried

5. Intergovernmental Agreement

It was moved by Commissioner Fitzpatrick, seconded by Commissioner Hoefling to approve the intergovernmental agreement with the city of Clare to assist in their issuance of zoning related permits, as well as all building structural issues and dwelling unit violations. The City of Clare will pay community development \$1,500.00 per month. Vice Chairperson Pitchford asked for discussion, Commissioners were concerned that the taking on this duty it would add to the current building inspector's duties which have increased by 10 fold already. Director Phelps was asked if she will have to add staff and an additional building inspector to handle the workload, Director Phelps confirmed the building inspector is already doing this job and not being paid, and they are doing alright handling it now, roll call vote revealed:

Yeas: (6) being Commissioners Fitzpatrick, Hoefling, Majewski, Haskell, Strouse and Pitchford

Nays: (0)

Absent: (1) Chairperson Kleinhardt

Motion carried

COMMITTEE REPORTS/CONSENT CALENDAR - continued

D. Finance and Administration Committee

1. Statutory Finance Committee

It was moved by Commissioner Hoefling, seconded by Commissioner Majewski to approve Statutory Finance Committee meeting minutes of July 13, 2020 and August 10, 2020 in the amount of \$201,535.61 and \$133,238.94. Vice Chairperson Pitchford asked for discussion, hearing none roll call vote revealed:

Yeas: (6) being Commissioners Hoefling, Majewski, Haskell, Fitzpatrick, Strouse, and Pitchford

Nays: (0)

Absent: (1) Chairperson Kleinhardt

Motion carried

2. Monthly Expenditures

It was moved by Commissioner Strouse, seconded by Commissioner Majewski to approve the expenditures for the month of July 2020 in the amount of \$1,045,505.50 with the General Fund expenditures totaling \$1,025,835.21. Vice Chairperson Pitchford asked for discussion, hearing none roll call vote revealed:

Yeas: (6) being Commissioners Strouse, Majewski, Fitzpatrick, Hoefling, Haskell, and Pitchford

Nays: (0)

Absent: (1) Chairperson Kleinhardt

Motion carried

3. Budget Adjustments

It was moved by Commissioner Majewski, seconded by Commissioner Hoefling to approve Budget Adjustments #20-131, 20-133, 20-134, 20-138 and 20-148 in the amount of \$5,500.00, \$25,000.00, \$6,000.00, \$36,825.00 and \$10,000.00 to be distributed. Vice Chairperson Pitchford asked for discussion, hearing none roll call vote revealed:

Yeas: (6) being Commissioners Majewski, Hoefling, Haskell, Fitzpatrick, Strouse, and Pitchford

Nays: (0)

Absent: (1) Chairperson Kleinhardt

Motion carried

4. Register of Deeds – Media Conversion Agreement

It was moved by Commissioner Haskell, seconded by Commissioner Hoefling to allow the Register of Deeds to enter into a media conversion agreement with Fiddler Technologies in the amount of \$109,390.50 to be paid out of the Register of Deeds Automation Fund (256-Fund). Vice Chairperson Pitchford asked for discussion, Clerk Martin explained what the automation fund is for and the scope of the project being requested to digitize the books in the basement, roll call vote revealed:

Yeas: (6) being Commissioners Haskell, Hoefling, Fitzpatrick, Strouse, Majewski, and Pitchford

Nays: (0)

Absent: (1) Chairperson Kleinhardt

Motion carried

CLERK/REGISTER OF DEEDS REPORT

Clerk/Register of Deeds Lori Martin gave an update that the November 3, 2020 ballot is being programmed. There was a petition for recount filed for County Commissioner District 6, and that recount is tentatively scheduled for August 31, 2020. Clerk Martin expressed her concern regarding the need to purchase zoom equipment as she will need it for the recount, and confirmed that the current equipment was not sufficient for the size of the room Clerk Martin needs to accommodate the recount.

TREASURER'S REPORT

Treasurer Jenny Beemer-Fritzingler was attending a different zoom meeting and was not able to be present.

CHAIRPERSON'S REPORT

Chairperson Jack Kleinhardt was absent

VICE CHAIRPERSON'S REPORT

Vice Chairperson Samantha Pitchford confirmed they have done good with the budget, but cautioned against spending more money.

COMMISSIONER'S REPORT

Commissioner Majewski had nothing to report

Commissioner Strouse had nothing to report

Commissioner Haskell had nothing to report

Commissioner Fitzpatrick wants to keep making headway on the budget

Commissioner Hoefling attended his first LDAF meeting, Summerfield Township was happy with how the City of Harrison Street Fair turned out. Commissioner Hoefling again asked that the Board start back up the second meeting of the month, being the budget workshop with no response from the other Board Members.

STATE OF THE COUNTY

Administrator Byard stated things have not changed much since the last discussion. The 2021 Budget is \$70,000.00 to the black right now.

Administrator Byard brought up an "additional items" list of items that were not put in the budget. Commissioner Majewski confirmed he wanted those items discussed at the Budget meeting on September 9, 2020. Commissioner Haskell asked for estimates prior to discussion, Commissioner Fitzpatrick confirmed anything for building and grounds needs to go through that committee prior to reaching the Board of Commissioners.

PUBLIC COMMENT

Clerk Martin asked if the copier contract was bid out as per the county purchasing policy, Administrator Byard stated it was not because the State of Michigan did that already.

NEW BUSINESS

Commissioner Hoefling brought up the need for a more permanent solution to the need for zoom equipment that will better accommodate the large rooms the County will be using.

It was moved by Commissioner Hoefling, seconded by Commissioner Haskell to buy equipment for zoom capabilities so the County is in compliance with the Open Meetings Act in the amount of \$5,000.00 with some of the departments contributing from other funds. Vice Chairperson Pitchford asked for discussion, Commissioner Fitzpatrick asked that anyone in the county would be able to use the equipment and not just for the Board of Commissioners, roll call vote revealed:

Yeas: (6) being Commissioners Hoefling, Haskell, Majewski, Fitzpatrick, Strouse, and Pitchford.

Nays: (0)

Absent: (1) being Chairperson Kleinhardt

Motion carried

Administrator Byard talked to the Board about enforcing the Blight Ordinance, Commissioner Haskell asked Administrator Byard to look into whether the county has a Blight Ordinance or not.

Administrator Byard gave the Commissioners a copy of the full 2021 budget with all the funds included.

Meeting Adjourned at 11:57 a.m.

Lori Martin, Clerk
Clare County Board of Commissioners

Jack Kleinhardt, Chairperson
Clare County Board of Commissioners

H/B.

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

Harrison, Michigan 48625

Unapproved minutes
September 9, 2020

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

Pledge of Allegiance and moment of silence for our active military, veterans and first responders.

COMMISSIONERS PRESENT

District 3 Leonard Strouse, District 4 Jack Kleinhardt, District 5 Mark Fitzpatrick, District 6 David Hoefling, and District 7 Jeff Haskell.

COMMISSIONERS ABSENT

District 1 Dale Majewski and District 2 Samantha Pitchford

OTHERS PRESENT

Jesse Bellinger, Bill Hoefling, Judge Josh Farrell, Judge Roy Mienk, and zoom participants

APPROVAL OF AGENDA

It was moved by Commissioner Haskell, seconded by Commissioner Hoefling, to approve the agenda. Chairperson Kleinhardt asked for discussion, hearing none, roll call vote revealed:

Yeas: (5) being Commissioners Haskell, Hoefling, Strouse, Fitzpatrick, and Kleinhardt

Nays: (0)

Absent: (2) being Commissioners Majewski and Pitchford

Motion carried

GENERAL PUBLIC COMMENT

None

2021 BUDGET APPEALS

1. Probate/Circuit Court

Darrell Schlese, Court Administrator requested \$2,000.00 for Circuit Court and \$2,000.00 for Probate Court for computers along with increases for the court non-union employees. Administrator Byard recommended the Board of Commissioners do not approve any increases.

It was moved by Commissioner Strouse, seconded by Commissioner Haskell to purchase the computers. Chairperson Kleinhardt asked for discussion, there was discussion regarding whether or not this is a COVID-19 expense, roll call vote revealed:

Yeas: (5) being Commissioners Strouse, Haskell, Fitzpatrick, Hoefling, and Kleinhardt

Nays: (0)

Absent: (2) being Commissioners Majewski and Pitchford

Motion carried

2021 BUDGET APPEALS - continued

2. Additional Items Discussion

Administrator Byard referenced an additional items list that was handed out in a prior meeting. The one item on the first list that Administrator Byard recommends is the replacement of the election employee six months prior to the retirement of a current election employee.

It was moved by Commissioner Strouse, seconded by Commissioner Haskell to allow the Clerk to hire a replacement election employee six months prior to the retirement of a current election employee. Chairperson Kleinhardt asked for discussion, Clerk Martin confirmed this new hire would only take place under the retirement of a current employee six months after the hiring of the new employee (for training purposes), roll call vote revealed:

Yeas: (5) being Commissioners Strouse Haskell, Hoefling, Fitzpatrick, and Kleinhardt

Nays: (0)

Absent: (2) being Commissioners Majewski and Pitchford

Motion carried

The other item that Administrator Byard recommends would be the roof patching for the jail in the amount of \$40,940.00. Commissioner Fitzpatrick confirmed that they previously discussed this issue needs to go before the Building and Grounds Committee. Administrator Byard confirmed that a budget adjustment can be done later. Undersheriff Miedzianowski sent an email to Administrator Byard stating that \$27,500.00 is for repairing just one end of the building and \$13,000.00 to make a change to the dishwasher for the jail kitchen.

3. Lori Martin, Clerk/Register of Deeds

Clerk Martin appealed the decision to cut travel and expense for union employees as it is in their union contract.

It was moved by Commissioner Strouse, seconded by Commissioner Haskell to approve travel and expense for all union employee's budgets. Chairperson Kleinhardt asked for discussion, Chairperson Kleinhardt then discussed the need down the road to restore all travel and expense, roll call vote revealed:

Yeas: (5) being Commissioners Strouse, Haskell, Fitzpatrick, Hoefling, and Kleinhardt

Nays: (0)

Absent: (2) being Commissioners Majewski and Pitchford

Motion carried

COMMITTEE REPORTS/CONSENT CALENDAR

A. Physical Resources and Economic Development Committee

1. Equalization 2020 Tax Rate

It was moved by Commissioner Hoefling, seconded by Commissioner Fitzpatrick to approve the revised L-4029 form to include the millages for the Animal Control and the MSU Extension and allow chair to sign. Chairperson Kleinhardt asked for discussion, hearing none, roll call vote revealed:

Yeas: (5) being Commissioners Hoefling, Fitzpatrick, Strouse, Haskell, and Kleinhardt

Nays: (0)

Absent: (2) being Commissioners Majewski and Pitchford

Motion carried

COMMITTEE REPORTS/CONSENT CALENDAR - continued

B. Finance and Administration Committee

1. Budget Adjustments

It was moved by Commissioner Fitzpatrick, seconded by Commissioner Hoefling to approve budget adjustments 20-153, 20-159, 20-160, 20-162, 20-163, 20-164, 20-168, 20-170 and 20-172 in the amounts of \$15,000.00, \$13,050.00, \$30,061.99, \$13,414.00, \$31,983.58, \$245,494.00, \$7,184.00, \$6,408.00 and \$20,911.00. Chairperson Kleinhardt asked for discussion, hearing none roll call vote revealed:

Yeas: (5) being Commissioners Fitzpatrick, Hoefling, Strouse, Haskell, and Kleinhardt

Nays: (0)

Absent: (2) being Commissioners Majewski and Pitchford

Motion carried

2. Holiday Payroll Tax

It was moved by Commissioner Haskell, seconded by Commissioner Hoefling for Clare County to opt out of the holiday payroll tax. Chairperson Kleinhardt asked for discussion Administrator Byard explained that the holiday payroll tax would allow all payroll taxes to be deferred September - December and would then have to be paid back January - April with double the payroll tax being taken out of employees' wages, roll call vote revealed:

Yeas: (5) being Commissioners Haskell, Hoefling, Fitzpatrick, Strouse, and Kleinhardt

Nays: (0)

Absent: (2) being Commissioners Majewski and Pitchford

Motion carried

PUBLIC COMMENT

Administrator Byard discussed the health insurance the Board of Commissioners voted on at the last meeting. She has been talking with the Unions and would like to ask on their behalf that the Board reconsider the cost share of 5% instead of 7%, the employee would still have a deductible, but it would lighten the employee cost share a little. This would reduce the county savings by approximately \$40,000.00. After discussion, no motion was made to make any changes.

PUBLIC HEARINGS/SPECIAL PRESENTATIONS

1. Honorable Jude Farrell - sick time payout/health insurance

Judge Farrell requested that the Board of Commissioners adapt a resolution for retiring employees for their service to the County.

It was moved by Commissioner Hoefling, seconded by Commissioner Strouse to adopt Resolution 20-16 in special tribute to Monica Lawrence for over 25 years of service to Clare County and Resolution 20-17 in special tribute to Linda Hawkins for over 49 years of service to Clare County. Chairperson Kleinhardt asked for discussion, hearing none roll call vote revealed:

Yeas: (5) being Commissioners Hoefling, Strouse Fitzpatrick, Haskell, and Kleinhardt

Nays: (0)

Absent: (2) being Commissioners Majewski and Pitchford

Motion for Resolutions carried

PUBLIC HEARINGS/SPECIAL PRESENTATIONS - continued

1. Honorable Jude Farrell – sick time payout/health insurance - continued

Judge Farrell requested the County pay a non-union employee for 100% of the accumulated sick time. Court Administrator Darrell Schlese pointed out that the Courts have a policy that all non-union employees get the same as union employees, which is 50% of accumulated sick time.

Judge Farrell then laid out for the Board of Commissioners the scenario of an individual that is retiring and taking advantage of the county paid health insurance for 2 years is eligible, because of age, for Medicare. Medicare would be the primary insurance and the county insurance policy would be secondary. Judge Farrell asked that the Board of Commissioners pay the retiring employees share of Medicare Part B in the amount of \$150.00 per month (\$3,600.00 for a 2 year period).

Finally, Judge Farrell asked that this non-union employee receive the 5% raise that the union employee's received back in October of 2019.

The Commissioners agreed to wait until the September 16, 2020 Board of Commissioner's meeting to make a decision on all of Judge Farrell's requests.

Darrell Schlese, Court Administrator and Judge Roy Mienk were present asking for a 3% raise for the non-union court employees basically to bring the non-union employees up close to what the union employee raises have been.

Commissioner Hoefling was concerned because the Board of Commissioners just terminated people a few months ago because of budget issues, and now they are discussing raises for employees.

The Commissioners agreed to wait until the September 16, 2020 Board of Commissioner's meeting to make a decision on Judge Mienk and Darrell Schlese's requests.

Meeting Adjourned at 10:44 a.m.

Lori Martin, Clerk
Clare County Board of Commissioners

Jack Kleinhardt, Chairperson
Clare County Board of Commissioners



CLARE COUNTY BOARD OF COMMISSIONERS

10:00

225 West Main Street, P.O. Box 438 Harrison, MI 48625
Ph: (989) 539-7436 Fax (989) 539-2588

District 1: DALE MAJEWSKI District 2: SAMANTHA PITCHFORD District 3: LEONARD STROUSE
District 4: JACK KLEINHARDT District 5: MARK FITZPATRICK District 6: DAVID HOEFLING District 7: JEFFERY HASKELL

CLARE COUNTY RESOLUTION #20- 21

A RESOLUTION APPROVING AND ADOPTING

THE COUNTY GENERAL APPROPRIATIONS ACT FOR FISCAL YEAR 2021

September 16, 2020

WHEREAS, The Clare County Board of Commissioners ("Board") has examined the Fiscal Year 2021 annual financial report and budget requests for the Fiscal Year 2021 for the various departments, agencies, offices and activities ("Budgetary Centers"), which it by law or by policy must finance or assist in financing; and

WHEREAS, The Board has taken into consideration the fact that there are certain required functions of county government or operations which must be budgeted at serviceable levels in order to provide statutory and Constitutionally required services and programs; and

WHEREAS, The Uniform Budget and Accounting Act ("UBAA"), MCLA 141.421, et seq., requires that the Board enact a General Appropriation Act designed to appropriate for all County expenditures in the General Fund and all Special Revenue Funds; and

WHEREAS, during the period April 24, 2020 to September 16, 2020 the County Board of Commissioners compiled the 2021 Budget and recommended adjustments to bring General Fund expenditures and revenues into conformity at a level of \$12,648,661.00; and

WHEREAS, the budget for fiscal year 2021 could not have been possible without the valuable contribution and participation of the County's department heads/elected officials/Courts and the collective bargaining units; and

WHEREAS, the recommended budget for fiscal year 2021 was filed with the County Clerk/Register/Abstractor on September 10, 2020 and the Board of Commissioners duly held a Public Hearing on the 2021 Budget, as required by law on September 16, 2020 in the Clare County Courthouse; and

WHEREAS, The Board has the authority to enact a Special Appropriations Act designed to appropriate for all County expenditures in other County funds; and

WHEREAS, The Board has reviewed the recommended Budget for Fiscal Year 2021 and believes the same to contain funds sufficient to finance all mandatory County funded services at or beyond a serviceable level and all Judicial County funded services at reasonable and necessary levels.

NOW, THEREFORE, BE IT RESOLVED, That the Fiscal Year 2021 Clare County Budget as summarized below and set forth in the recommended budget dated September 16, 2020, which is incorporated by reference herein, is hereby adopted on a Budgetary Center basis as filed with the County Clerk/Register/Abstractor for all funds, subject to all County policies regarding the expenditure of funds and the conditions set forth in this Resolution. The County Administrator shall monitor each fund on an activity and a category basis and also provide appropriate interim financial reports.

**CLARE COUNTY FISCAL YEAR 2021 BUDGET SUMMARY
ANTICIPATED REVENUES – GENERAL FUND**

TAXES/PENALTIES	\$ 5,466,500
LICENSES/PERMITS	\$ 69,450
FEDERAL GRANTS	\$ 355,465
STATE GRANTS	\$ 1,471,206
CONTRIBUTIONS/LOCAL GOVERNMENTS	\$ 409,184
CHARGES/SERVICES	\$ 2,633,963
FINES/FORFEITS	\$ 14,315
INTEREST/RENTS	\$ 450,600
OTHER REVENUES	\$ 206,369
OTHER FINANCING SOURCES	\$ 921,609
TOTAL REVENUE & OTHER FINANCING	\$11,998,661
ESTIMATED FUND BALANCE (AT 9/30/20)	\$ 650,000
TOTAL ANTICIPATED WORKING CAPITAL	\$12,648,661

ANTICIPATED EXPENDITURES – GENERAL FUND

LEGISLATIVE	\$ 95,855
JUDICIAL	\$ 1,320,839
GENERAL GOVERNMENT	\$ 2,527,048
PUBLIC SAFETY	\$ 5,006,586
PUBLIC WORKS	\$ 50,429
HEALTH/WELFARE	\$ 527,256
OTHER	\$ 1,629,638
CAPITAL OUTLAY	\$ -0-
COUNTY DEBT SERVICE	\$ 221,632
TRANSFER OUT	\$ 531,957
<hr/>	
TOTAL ANTICIPATED EXPENDITURES	\$11,911,240
<hr/>	
TOTAL ANTICIPATED WORKING CAPITAL	\$12,648,661
<hr/>	
TOTAL OVER ANTICIPATED WORKING CAPITAL (ENDING FUND BALANCE AT 9/30/19)	\$ 737,421

ADOPTION AND ACCEPTANCE OF 200 (SPECIAL REVENUE) FUND BUDGETS

201 Road Commission	274 Community Dev-General
215 Friend of the Court Fund	275 Community Dev-Escrow
230 Animal Control	288 Clare Co. Council on Aging
239 Gypsy Moth	290 Social Welfare
249 Building/Elect Department Fund	291 Child Care Probate
256 R.O.D. Automation Fund	292 Child Care DSS Fund
260 Indigent Defense	293 Soldiers & Sailors Relief
261 911 Service Fund	294 Veterans Trust Fund
263 Concealed Pistol Licensing	295 Airport Fund
264 Local Corr Officers Training	296 Veterans Special Projects
265 Drug Law Enforcement	
266 ORV Ordinance Fund	
267 OWI Forfeiture Fund	
268 Clare-Gladwin Recovery Court	
269 Law Library	

RESOLVED, That the Clare County Board of Commissioners hereby accepts each of the Budgets listed

BE IT FURTHER RESOLVED #1, That the bound copy of said Budget as presented to each member of the Board be designated as an official copy; and

BE IT FURTHER RESOLVED #2, That the tax rates will be incorporated into the October session as part of the Annual Apportionment Report; and

BE IT FURTHER RESOLVED #3, That said sum is appropriated to and shall be available for expenditures from several funds in accordance with the law, and no obligation or liability shall be incurred, nor any vouchers drawn in payment thereof by any County department, which shall not be confined to the objects or categories of expenditures but, which shall exceed the amount appropriated therefore, as set forth in the categories of said budget; and

BE IT FURTHER RESOLVED #4, The Statutory Finance Committee shall reject claims that will cause a specific line item to exceed its budgetary level unless accompanied by a budget adjustment form submitted to the Board of Commissioners prior to such overage. Elected Officials, the Courts and Department Heads shall be provided training on budgetary and/or financial management skills; and

BE IT FURTHER RESOLVED #5, That all County elected officials and County department heads shall abide by the Purchasing Procedures and Personnel Manuals, as adopted and amended by this Board and that the budgeted funds are appropriated contingent upon compliance with said Purchasing Procedures and Personnel Manual; and

BE IT FURTHER RESOLVED #6, That the approved employee positions on the list of Full Time Positions List (See Positions By Department – FY 2021), shall limit the number of employees who can be employed and no funds are appropriated for any position or employee not on the Full Time Positions List.

BE IT FURTHER RESOLVED #7, That the Clare County Board of Commissioners establishes the following Policies providing guidelines for the County's financial management:

- 1. Policy on Fund Balance of General Fund:
(Undesignated/Unreserved category or "available to spend")**
 - a. Long Term goal of not depending upon this nonrecurring revenue for annual operational expenses.
 - b. Goal of fund balance representing 8% - 12% of expenditures.
 - c. To the extent that revenues exceed expenditures in a given year and the ending fund balance is above the 12% level, consider transferring excess dollars to public improvement fund or earmark dollars for projects of a capital nature or consider paying towards the county's unfunded accrued liability that will measurably improve productivity/efficiency and/or cost savings/revenue enhancement.
 - d. Acknowledge that expenditures exceeded revenue in the General Fund in 4 of the last 5 fiscal years.
 - e. Acknowledge that the state imposed property tax shift has caused severe General Fund cash flow problems.
- 2. Policy on Delinquent Tax Revolving Fund:**
 - a. Long Term goal of using annual earnings for projects of a capital nature that will measurably improve productivity/efficiency and/or cost savings/revenue enhancement and reserves for self-insurance health fund.
 - b. Maintain funds to continue 100% purchase of delinquent properties from local units of government.
 - c. Goal of eliminating General Fund dependency of DTRF.

- d. Acknowledge that the County has made great strides in FY 2016 such that the County ended in the black and continues into FY 2017, signifying strong financial management.
- e. Acknowledge that at the rate of withdrawal of funds from DTRF and the state imposed property tax shift has caused severe cash flow problems, it has resulted in the county needing to borrow funds to purchase delinquents beginning in FY 2009.

BE IT FURTHER RESOLVED #8, That the Clare County Board of Commissioners establishes a goal for the Fiscal Year 2021 Budget that balances the General Fund. This goal will require an engaged County workforce and participation from the various collective bargaining units, department heads/elected officials and the Courts. It will also be accomplished in part through adoption of the Fiscal Year 2020 Budget and the following actions:

1. Reduce utilization in health insurance activity in order to obtain cost savings through accessing various health care provider programs such as health prevention, health wellness, smoking cessation programs, etc. as well as meeting with union and board members to discuss health insurance plan options.
2. Implement a hiring freeze of County positions. Any other position that becomes vacant shall remain vacant until the County Board of Commissioners approves the position to be filled.
3. Follow up on the various issues identified during the FY '21 budget review sessions.

Further, there may be a need to increase or decrease various positions within the Budget and/or impose lay-off's due to the unforeseen financial changes; therefore, the Full Time Positions List (See Positions By Department – FY 2021), may be changed from time to time by the Board. The County elected officials and County department heads shall abide by whatever changes are made by the Board, if any, relative to the approved positions and the number of employees stated in the Full Time Positions List (See Positions By Department – FY '21) and subject to applicable collective bargaining agreements/nonunion personnel policies; and

BE IT FURTHER RESOLVED #9, That the authorized positions in the Full Time Positions List (See Positions By Department - FY '21) contained in each budget indicates the authorized maximum number of employees in their respective classifications for that budget. Any deviations from said list must be specifically approved by the Board; and

BE IT FURTHER RESOLVED #10, That certain positions contained in the Full Time Positions List (See Positions By Department - FY '21) which are supported in some part by a grant, cost sharing, child care reimbursement, or other source of outside funding, are only approved contingent upon the County receiving the budgeted revenues. In the event outside funding is not received, or the County is notified that it will not be received, then said positions shall be considered unfunded and removed from the Full Time Positions List (See Positions By Department - FY '21); and

BE IT FURTHER RESOLVED #11, That the County Administrator is authorized upon request of the respective elected official or department head to transfer persons from certain positions contained in the Full Time Positions List (See Positions By Department - FY 2021); which are supported in some part by grant, cost sharing, child

care reimbursement or other source of outside funding, to another grant funded position in order to reduce County cost; and

BE IT FURTHER RESOLVED #12, That the County Administrator hereby is appointed "Budget Administrator," pursuant to the Uniform Budget and Accounting Act, MCLA 141.421 et seq., with power to administer such duties in connection with said budget, as may be from time to time, delegated to the office of County Administrator by this Board; and

BE IT FURTHER RESOLVED #13, That the County Treasurer be directed to disburse to the various agencies, the approved County appropriation on the basis of need as determined by the cash balances within their respective funds; and

BE IT FURTHER RESOLVED #14, That the County Administrator be authorized to transfer monies from one category to another within an activity and between activities within the same department or Cost Center or between departments or Cost Centers in an amount up to \$6,000, when it shall be deemed necessary and a report of all transfers shall be made to the County Board of Commissioners; and

BE IT FURTHER RESOLVED #15, That the Finance (Claims) Committee be authorized to transfer monies from one department or cost center to another in an amount up to \$6,000, **or to increase revenue and expenditure in an amount up to \$6,000, excluding Use of Fund balance,** when it shall be deemed necessary and a report of all transfers shall be made to the County Board of Commissioners; and

BE IT FURTHER RESOLVED #16, That the County Administrator is required and directed to automatically reduce any department each time a reduction is made in Federal, State and/or local funds. The affected department head shall promptly make the necessary lay-offs and advice those affected by the service that those services are being discontinued as a result of Federal, State and/or local funding cutbacks.

Motion was made by C/ _____ seconded by C/ _____ that the above resolution #19-15 as amended be adopted.

State of Michigan	}	Yeas:
	} SS	Nays:
County of Clare	}	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 #20- 21 as amended was adopted by the Clare County Board of Commissioners at their special meeting held on September 16, 2020 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 16th day of September, 2020

Lori Martin, County Clerk



CLARE COUNTY BOARD OF COMMISSIONERS

225 West Main Street, P.O. Box 438 Harrison, MI 48625
Ph: (989) 539-7436 Fax (989) 539-2588

District 1: DALE MAJEWSKI District 2: SAMANTHA PITCHFORD District 3: LEONARD STROUSE
District 4: JACK KLEINHARDT District 5: MARK FITZPATRICK District 6: DAVID HOEFLING District 7: JEFFERY HASKELL

CLARE COUNTY RESOLUTION #20-20 ESTABLISHING FISCAL YEAR 2021 COMPENSATION September 16, 2020

WHEREAS, The Board of Commissioners has established salaries of all officials and employees of Clare County; and

WHEREAS, It is the intent of the Board of Commissioners that the salaries established are in lieu of any and all fees, either County or State, collected by any said employee or official; and

WHEREAS, The Board of Commissioners of Clare County desires at this time to adopt a salary schedule for the fiscal year beginning October 1, 2020 and ending September 30, 2021;

NOW, THEREFORE, BE IT RESOLVED, That the respective departments be and are hereby restricted to the staffing level as provided in the Full Time Positions List (Positions By Department – FY '21) in the 2021 Budget at rates of compensation set forth in attached Salary Schedules for the fiscal year beginning October 1, 2020 and ending September 30, 2021

BE IT FURTHER RESOLVED #1, That fees and/or remunerations of any kind received by a County employee or official in the performance of his/her official duties shall be forthwith turned over to the Treasurer of Clare County by said employee or official and same shall be credited to the General Fund of Clare County. The exceptions would be those fees or remunerations specifically established by law or authorized by the Board of Commissioners, which shall be allowed; and

BE IT FURTHER RESOLVED #2, That the elected officials, appointees, and employees shall be paid for the fiscal year on a bi-weekly basis in the grades and steps as provided in the attached Schedule in said 2021 Budget; and for positions of bargaining units in accordance with the collective bargaining contracts approved by the Board of Commissioners.

Motion was made by C/_____ seconded by C/_____ that the above resolution #20-20 be adopted.

Yeas:

Nays:

Absent:

State of Michigan }
 } SS
County of Clare }

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 #20-20 was adopted by the Clare County Board of Commissioners at their regular meeting held on September 16, 2020 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 16th day of September 2020.

Lori Martin, County Clerk

CLARE COUNTY SALARY SCHEDULE FY 2021

FY2021

FY2020

FY2019

ELECTED OFFICIALS/FULL-TIME-GENERAL GOVERNMENT

Prosecutor	\$89,124.520	\$89,124.520	\$89,124.520
Sheriff	\$65,000.000	\$65,000.000	\$65,000.000
Treasurer	\$54,759.240	\$54,759.240	\$54,759.240
Clerk/Register of Deeds/Abs	\$62,556.780	\$62,556.780	\$62,556.780
Drain Commissioner	\$34,338.040	\$34,338.040	\$34,338.040
Total Elected	\$305,778.580	\$305,778.580	\$305,778.580

ELECTED OFFICIALS/PART-TIME-BOARD OF COM

Board Chair	Cal Yr. '19	\$9,201	Cal Yr. '20	\$9,201
Members (6)	Cal Yr. '19	\$8,501	Cal Yr. '20	\$8,501

ELECTED OFFICIALS/PART-TIME-ROAD COMMISSIONERS

Members (3)	Cal Yr. 2019	\$7,475.72	Cal Yr. 2020	\$7,475.72
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APPOINTED/CONFIDENTIAL/NONUNION ASSIGNMENT

Magistrate	-	\$60,000.00	\$60,000.00
Steven Worpell Jr.			
Undersheriff			
Dwayne Miedzanowski	\$58,935.51	\$58,935.51	\$58,935.51
Court Reporter (District)		\$50,624.45	-
Chief Assistant Prosecutor			
Elisia Schwarz	-	\$65,484.00	\$65,484.00
Assistant Prosecutor			

NOTE: Receiving an additional \$5000 for performing duties in that court.

CLARE COUNTY SALARY SCHEDULE FY 2021

	FY2019	FY2020	FY2021
Claire Kaisler	-	\$51,379.84	\$51,379.84
Information Technology Jesse Bellinger	-	\$50,000.00	\$50,000.00
Friend of the Court Jamie Raymond	\$105,000.00 Split w/Gladwin	\$105,000.00 Split w/Gladwin	\$105,000.00 Split w/Gladwin
Public Guardian Jamie Raymond	\$31,550.77	\$33,130.50	\$33,793.50
County Administrator Tracy Byard	\$64,200.00	\$64,200.00	\$64,200.00
Senior Services Director/Community Dev. Lori Phelps	\$74,027.00	\$74,027.00	\$74,027.00
Emergency Services Director Gerald Becker	\$42,800.00	\$42,800.00	\$42,800.00
Total Appointed/Nonunion	\$427,137.73	\$655,581.30	\$605,619.85
GRAND TOTAL	\$732,916.31	\$961,359.88	\$911,398.43

(Excluding Comms. & Road Cmmrs.)
NOTE: PER STATE STATUTE COUNTY COMMISSIONER SALARIES SET FOR CY 2021 AND CY 2022 (TERM OF OFFICE).

A. Justice Committee

CLARE COUNTY AND GLADWIN COUNTY INDIGENT DEFENSE
MANAGED ASSIGNED COUNSEL ADMINISTRATOR

AI

INDEPENDENT CONTRACTOR AGREEMENT
October 1, 2020 – September 30, 2022

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.

2. **Payment**

In consideration for the services to be performed by the Counsel Administrator, the County agree to pay an annual amount of \$80,000 (allocated \$40,000 each), 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 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, 2020 and will terminate on September 30, 2022, 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:

Jack Kleinhardt, Chairperson
Clare County Commissioner

Date

Gladwin County:

Sharron Smith, Chairperson
Gladwin County Commissioner

Date

Managed Assigned Counsel Administrator:

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

Date

Attachment A:

MANAGED ASSIGNED COUNSEL ADMINISTRATOR

Position Summary:

Under the direction of County Administration, and pursuant to contract, the Managed Assigned Counsel Administrator (MACA) is responsible for implementing the county's indigent criminal defense program plan to fulfill the county's obligations to assure that all standards for the local delivery of indigent criminal defense services set forth in the Michigan Indigent Defense Commission Act, Act 93 of 2013, MCL 780.981 et. seq., and all rules promulgated pursuant thereto, are met or exceeded within this county. And to ensure that Indigent adult defendants receive competent legal representation in criminal proceedings. The MACA is responsible for screening, selecting and maintaining a roster of eligible attorneys for case assignment and first appearance, evaluating attorney performance, maintaining payments, authorizing investigative resources and performing other duties associated with the provision of competent and consistent legal representation.

Essential Job Functions:

A contractor in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the contractor may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Manages the county's public criminal defense operation separate from the court; including budgeting, planning, and general administration. Provides County Administration with ongoing reports regarding caseload, legal resources and costs.
2. Contracts for any necessary support staff. Maintains responsibility for directing day-to-day operation workload of personnel, evaluates performance, and assures necessary training and professional development
3. Oversees indigency eligibility screening for assigned counsel based on income and other available assets. Follows baseline criteria ensuring that procedures are consistently applied.
4. Identifies attorneys that are qualified to accept assignments. Ensures that interested attorneys meet the MIDC standards established for legal providers, including but not limited to basic skills and annual training requirements.
5. Maintains a roster of qualified attorneys, makes case assignments, and oversees scheduling of counsel. Monitors cases and the performance of assigned

attorneys.

6. Approves the use of investigators, experts and other resources required for particular cases and assigned counsel.
7. Reviews, approves and handles vouchers for payment to assigned attorneys, investigators, experts and other expenditures associated with particular cases.
8. Resolves non-grievance matters between defendants, and assigned counsel and the courts, including administratively reassigning counsel when appropriate.
9. Assists with the coordination of compliance with the MIDC standards, including annual grant requests for funding compliance plans.
10. Attends legal conferences and seminars to stay current on legal issues, updates administrative techniques regarding public defender requirements and other legal matters.
11. Performs other duties as required to fulfill the terms of the agreement.

Required Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Juris Doctorate degree and licensed to practice law in the State of Michigan and a member in good standing with the Michigan Bar Association.
- Valid Michigan Vehicle Operator's License.
- Ability to attend meetings scheduled at times other than normal business hours.
- Ability to respond to emergencies or service needs on a 24-hour basis.

Preferred Knowledge, Skills, and Abilities and:

- At least 5 years of progressively more responsible experience in the practice of criminal defense or the equivalent. The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Thorough knowledge of the professional public management techniques involved in budgeting, personnel administration and resource management and the ability to identify and implement new best practices.
- Thorough knowledge of the principles and practices of State of Michigan criminal law and public defense processes and procedures.

- Skill in assembling and analyzing data, preparing comprehensive and accurate reports, and formulating policy and service recommendations.
- Skill in effectively communicating ideas and concepts orally and in writing and making presentations in public forums.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, contractors to the County, representatives of other governmental units and the courts, professional contacts, elected officials, and the public.
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Skill in the use of office equipment and technology, including Microsoft Suite applications and the ability to learn data base software utilized in public defense administration.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those a contractor may encounter while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the MACA is regularly required to communicate in person and by telephone, read regular and small print, view and produce written and electronic documents and enter data on a computer keyboard with repetitive keystrokes. The MACA must be mobile in an office setting.

The typical work environment of this job is a business office or court setting where the noise level is quiet and sometimes moderate.

Other Contractual Requirements:

The MACA shall not represent any indigent defendant or provide any Indigent Defense Representation Services in this jurisdiction, except as called for in this description.

C. Physical Resources

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on _____ by and between Clare County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION ("MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. 0.5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will Provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Director.
 - b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible
3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

0.6 FTE MSU employed Clerical Support Staff Funding

Optional:

4. Funding for additional Extension educators at **0 FTE**
5. Funding for additional 4-H program capacity **0.5 FTE**
6. Funding for additional paraprofessional(s) at **0 FTE**

7. Collection and distribution on behalf of MSUE funds provided by the millage approved by the voters of Clare County on August 2020. The millage collected will provide funds for the following:
 - a. Annual Extension Assessment, contributions of MSUE and County as outlined in this Agreement and other usual and customary Extension Office Operating and Personnel expenses.
8. Total Annual Assessment in the amount of **\$116,343**

Payments due and payable under the terms of this Agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Begin quarterly billing in January 2021.

Payment mailing address: MSU Extension Business Office, Justin S Morrill Hall of Agriculture, 446 W Circle Drive, Room 160, East Lansing, MI 48824

C. Staffing and Financial Summary

- A. Base Assessment (includes 0.5 FTE 4-H Program Coordination) \$44,440.

ADDITIONAL PERSONNEL

- | | |
|---|-----------|
| B. 0.6 FTE Clerical Support Staff to be employed by MSU | \$39,220. |
| C. 0 FTE Educator (Program Area:) | \$0. |
| D. 0.5 FTE Additional 4-H Program Coordination | \$32,683. |
| E. 0.5 FTE Additional paraprofessional staff | \$0. |

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2021: \$116,343.

I. Term and Termination

The obligations of the parties under this Agreement will commence on October 1, 2020 the first day of the County budget year 2020 and shall terminate on the last day of such County budget year 2021. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Clare County Board of Commissioners, 225 W. Main Street, PO Box 438, Harrison, MI 48625, if to the County.

II. **General Terms**

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

Clare COUNTY

By: _____

By: _____

Evonne Pedawi, Director,
Contract & Grant Administration

Print name: _____

Its: _____

(title)

Date: _____

Date: _____

Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:

NetRange 35.8.0.0 - 35.9.255.255
CIDR 35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

35.9.15.43 (80) (search.msu.edu)
35.9.160.36 (1935,443) (authentication)
35.8.201.221 & 35.8.201.212 (10020) (ProofPoint)
35.9.83.132 (all) (vpn.msu.edu)
35.9.81.150 (zoom.msu.edu)
35.9.121.189 and 190 (443) (SharePoint)
35.8.200.57 (80 and 443) (SharePoint)
35.9.121.221, 223, and 225 (443) (Exchange)
35.8.200.56 (80 and 443) (Exchange)
35.8.200.2 – 35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)
35.8.201.200 (443 TCP) (Lync)
35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP – 135, 137-139, 2701-2704, 49152-65535)
35.8.200.58 (80 and 443) (Lync)
35.9.14.169 (80 and 443) (D2L – Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE). (IE 10 or higher, or most recent version of Chrome and Firefox)

Other notable web server/sites IP addresses:

CANR.msu.edu – 35.8.201.199
MSUE.anr.msu.edu – 35.8.201.199
Events.anr.msu.edu – 35.8.200.220
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
Expression Engine – 35.8.201.215
Web Hosting environment (other ANR websites) – 35.8.201.217
Master Gardener (External) – 128.120.155.54
Extension.org (External) – 152.46.27.147
Msu.zoom.us (External) – 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to helpdesk@anr.msu.edu, where they will be routed to the best person to assist you.

D. Finance and Administration

D.I.

**STATUTORY FINANCE COMMITTEE
MEETING MINUTES OF
AUGUST 24, 2020**

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 Strouse and Committee Member Haskell

Committee Member Absent: Committee Member Kleinhardt

Committee Member Strouse called the meeting to order at 9:00 a.m.

PUBLIC COMMENT

None

COMMITTEE ITEMS

1. August 24, 2020 claims

It was moved by Committee Member Haskell, seconded by Committee Member Strouse approve the August 24, 2020 general fund claims submitted in the amount of \$27,397.44, roll call vote revealed:

Yeas: (2) being Committee Members Haskell and Strouse

Nays: (0)

Absent: (1) being Committee Member Kleinhardt

Motion carried

PUBLIC COMMENT

None

Next meeting date will be September 9, 2020 at 9:00 a.m.

It was moved by Committee Member Haskell, seconded by Commissioner Strouse to adjourn, roll call vote revealed:

Yeas: (2) being Committee Members Haskell and Strouse

Nays: (0)

Absent: (1) being Committee Member Kleinhardt

Motion carried

Meeting adjourned at 9:30 a.m.

Lori Martin, Clerk
Clare County Finance Committee

**STATUTORY FINANCE COMMITTEE
MEETING MINUTES OF
SEPTEMBER 8, 2020**

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 Strouse and Committee Member Haskell

Committee Member Absent: Committee Member Kleinhardt

Others present: Commissioner Majewski, Administrator Tracy Byard, and Zoom participants

Committee Member Strouse called the meeting to order at 9:00 a.m.

COMMITTEE ITEMS

1. September 8, 2020 claims

It was moved by Committee Member Haskell, seconded by Commissioner Majewski approve the September 8, 2020 general fund claims submitted in the amount of \$113,919.19, roll call vote revealed:

Yeas: (3) being Committee Member Strouse, Haskell and Commissioner Majewski

Nays: (0)

Absent: (1) Committee Member Kleinhardt

Motion carried

PUBLIC COMMENT

None

Next meeting date will be September 21, 2020 at 9:00 a.m.

It was moved by Committee Member Haskell, seconded by Committee Member Strouse to adjourn, roll call vote revealed:

Yeas: (3) being Committee Member Haskell, Strouse and Commissioner Majewski

Nays: (0)

Absent: (1) Committee Member Kleinhardt

Motion carried

September 8, 2020
Statutory Finance
Committee Meeting

Meeting adjourned at 9:31 a.m.

Lori Martin, Clerk
Clare County Finance Committee

D2.

MONTHLY EXPENDITURES					
Aug-20					
GENERAL FUND 101	PARKS & RECREATION 208	FRIEND OF COURT 215	GYPSY MOTH 239	PUBLIC BLDG IMPROVEMENT 245	
\$ 787,021.79	\$ -	\$ 29,780.19	\$ 457.10	\$ -	\$ 817,259.08
BLDG/ELECT DEPT 249	AUTOMATION FUND 256	INDIGENT DEFENSE FUND 260	911 SERVICE 261	LOCAL CORR CPL LICENSING 263	
\$ 23,814.08	\$ 560.00	\$ 34,822.66	\$ 46,815.48	\$ 1,625.62	\$ 107,637.84
LOCAL CORR OFFICERS TRAIN FUND 264	DRUG LAW INF FUND 265	OWI FORFEITURE FUND 267	CLARE/GLADWIN RECOVERY CRT 268	LAW LIBRARY 269	
\$ -	\$ 675.00	\$ 4,769.90	\$ 4,409.42	\$ 438.88	\$ 10,293.20
HOUSING 274	COMM DEV ESCROW 275	COUNCIL ON AGING 288	SOCIAL SERVICES 290	CHILD CARE PROBATE 291	
\$ 11.75	\$ 1,000.00	\$ 96,966.49	\$ 53.82	\$ 27,838.52	\$ 125,870.58
CHILD CARE SOCIAL SERV 292	SOLDIERS/ SAILORS RELIEF 293	VETERANS TRUST 294	AIRPORT 295	VETERANS SPECIAL PROJECTS 296	
\$ -	\$ -	\$ -	\$ 738.97	\$ 8,272.11	\$ 9,011.08
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	
\$ -	\$ -	\$ -	\$ 52,607.71	\$ 32,033.49	\$ 84,641.20
TRANSIT 588	JAIL COMMISS FUND 595	TECHNOLOGY 644	HEALTH INSURANCE 677	T & A 701	
\$ -	\$ 7,000.75	\$ -	\$ -	\$ 114,957.11	\$ 121,957.86
LIBRARY 721	CLEARING FUND 777	DRAIN 801	LAKE LEVEL 841	LAKE IMPROVEMENT 845	
\$ -	\$ 268,243.04	\$ 135,578.58	\$ 1,136.79	\$ -	\$ 404,958.41
GRAND TOTAL	\$ 1,681,629.25			\$ 1,681,629.25	
		101 GENERAL FUND		\$ (787,021.79)	
		ALL OTHER FUNDS		\$ 894,607.46	

September 8, 2020

TO THE CLARE COUNTY BOARD OF COMMISSIONERS:

ONCE AGAIN IT'S TIME FOR THE GOVERNING BODY OF CLARE COUNTY TO ELECT A DELEGATE TO REPRESENT THEM AT THE ANNUAL MEETING OF ALL PARTICIPATING MUNICIPALITIES IN THE MICHIGAN MUNICIPAL EMPLOYEE'S RETIREMENT SYSTEM TO BE HELD **VIRTUALLY** ON SEPTEMBER 21-24, 2020.

THE PURPOSE OF ELECTING A DELEGATE IS TO HAVE AN EMPLOYER REPRESENTATIVE PARTICIPATE IN THE ELECTION OF THE MERS RETIREMENT BOARD.

FROM THE LIST BELOW OF DEPARTMENT HEADS, PLEASE APPOINT ONE DELEGATE AND ONE ALTERNATE:

MICHELLE AMBROZAITIS
GERALD BECKER
JENNY BEEMER-FRITZINGER
JESSE BELLINGER
JOY BRINGOLD
TRACY BYARD
JEFF HASKELL
KARL HAUSER
RUANNE HICKS
DAVID HOEFLING
JACK KLEINHARDT
CAROL MAJEWSKI
DALE MAJEWSKI
LORANDA MARTIN
DWAYNE MIEDZIANOWSKI
STACY PECHACEK
LORI PHELPS
JANET PRICE

JAMIE RAYMOND
EILISIA SCHWARZ
JOHN WILSON
STEVEN WORPELL

**State of Michigan
Michigan Department of State
And
County of Clare**

**Help America Vote Act (HAVA) CARES Act Grant Agreement
Voting System Hardware, Firmware and Software
RE: Master Contracts**

071B7700117 – Dominion Voting Systems, Inc.

This Grant Agreement is the mechanism by which Counties, Cities, and Townships apply to the State of Michigan to receive Federal HAVA CARES Act and State-appropriated partially funded voting systems, including optical scan tabulators, adjudication software, to be used in an absent voter counting board to prevent, prepare for, and respond to coronavirus for the 2020 Federal election cycle.

Definitions:

“Contractor” means the voting system vendor selected by the county.

“County” means any county within the State of Michigan.

“Department” means the Michigan Department of State.

“Grantee” means the county or local jurisdiction entering into this *Grant Agreement*.

“Local Jurisdiction” means any city or township within the State of Michigan.

“Voting Systems” means optical scan tabulators, accessible voting devices (for use by voters with disabilities), and EMS software (as applicable) acquired by the counties and local jurisdictions statewide and partially funded by State-appropriated and Federal HAVA CARES Act funds.

1. Period of Agreement

The *Grant Agreement* process applies to voting system purchases occurring between January 20, 2020 and October 31, 2020.

2. Program, Budget and Agreement

This *Grant Agreement* is to establish a grant program to use State-appropriated and Federal HAVA CARES ACT funds to partially cover the costs of voting equipment needed to assist with the increase of voting by mail that is expected as a result of the coronavirus.

This grant program covers 50% of the cost of regular speed absentee voting tabulators and up to 50% of the cost up to \$30,000, whichever is less, for high speed tabulators and software necessary to operate high speed tabulators or to improve the efficiency of scanning ballots with high speed tabulators. This agreement is for the purchase of one High Speed Tabulator at a total

expense of \$35,350.00 of which the Department will pay \$17,675.00 to the contractor. 25% of the total purchase is made with Federal HAVA CARES ACT funding.

The Michigan Department of Technology, Management and Budget has entered into a Master Contract with each approved Contractor, which has established maximum statewide prices for each voting system component. The Department has established the available level of grant funding for each component of each Contractor's voting system. State-appropriated and Federal HAVA CARES Act funding provided via this *Grant Agreement* partially covers the purchase of the voting system, the software license fee for the EMS software for the full 10-year contract term, and the *initial* service and maintenance period for all components (which covers the acquisition year, plus 4 additional years). The Master Contract includes an *extended* service and maintenance period beyond the *initial* service and maintenance period, for an additional five-year period. Costs for the *extended* service and maintenance period and other additional costs, if any, are the sole responsibility of each individual county / local jurisdiction.

All Contractors will be required to enter into a "purchase agreement" with each local jurisdiction and county in those counties that have selected that Contractor. Typically, this document is the purchase agreement provided by the Contractor. The terms and conditions of the local purchase agreements shall not contradict the Master Contract. The terms of the Master Contract will supercede any conflicting terms in the local purchase agreements.

3. General

The individual submitting the *Grant Agreement* must have the proper authority to do so, and must certify in Section 16 of this *Grant Agreement* that this authority has been granted. Examples of authority include, but are not limited to, a resolution from the Board of County Commissioners, City Council or Township Board authorizing the individual submitting the *Grant Agreement* to execute the *Grant Agreement* on behalf of the county, city or township.

4. Performance

Each Grantee will certify and sign the *Grant Agreement* and forward it to the Department per the instructions provided. The Department will review and, once approved, will provide the Grantee with a copy of this fully-executed *Grant Agreement*, which will serve as Notice of the Grant Award. Each grantee will initiate equipment orders directly with the Contractor through a signed quote, and will provide the *Acceptance Certificate & Payment Authorization Form*, which must be submitted by the Grantee to the Department within 10 business days of voting system delivery. This form indicates acceptance of equipment and payment authorization.

The Grantee is responsible for overseeing its contractual agreement with the Contractor and is responsible for ensuring Contractor performance. Any subsequent malfunction or performance issue with the voting system must be addressed by the Grantee directly with the Contractor. The Grantee is responsible for maintaining any and all Contractor performance records. The Grantee has the sole responsibility to verify Contractor compliance with delivery dates, terms and conditions of delivery, and equipment verification and testing in accordance with the statewide Master Contract for the Grantee's selected Contractor. The Grantee will be solely responsible for additional costs incurred that are not covered by service, maintenance and warranty provisions in the Master Contract.

Grant funding is not provided for the purchase of additional ("backup") voting systems. The Grantee will be responsible for developing and implementing a backup strategy to ensure

continued operation on Election Day, in the event of voting system failure in any individual precinct.

5. Testing, Acceptance and Payment

1. Successful acceptance testing of the voting system shall be completed within 10 business days from the date of delivery.
2. Upon completion of all acceptance testing, the Grantee must complete the State-issued *Acceptance Certificate & Payment Authorization Form* and forward the completed form to the Department.
3. This form will indicate the date of delivery, successful completion of acceptance testing, and will provide authorization to the Department to release funds to the Contractor.
4. Payment to the Contractor shall be made in accordance with the Master Contract with the Grantee's selected Contractor.

6. Ownership of Equipment and Software Purchases: Title

Any voting system purchased pursuant to this *Grant Agreement* is the property of the Grantee.

7. Optional Purchases

If the Grantee desires to purchase additional items beyond those authorized in this *Grant Agreement*, it may do so at its sole expense, outside of this *Grant Agreement*. No State or HAVA funds will be available for such purchases. Prices established via the Master Contract are extended to counties and local jurisdictions by the Contractors for these purposes.

8. Records Maintenance/Retention

The Grantee will maintain a complete set of records and files related to the ordering, delivery, testing, maintenance and repairs of voting systems. The Grantee shall assure all the terms of this *Grant Agreement* are adhered to and that records and detailed documentation regarding this grant shall be maintained for a period of not less than six (6) years from the date of Contract termination, the date of submission of the final expenditure report or until any litigation and audit findings have been resolved, whichever is later.

9. Management Requirements

Grantee must maintain property records that include a description of the property; a serial number or other identification number; acquisition date; cost of the property; location, use and condition of the property; and any ultimate disposition data including the date of disposal and sale price of the property (if any). Grantee must also maintain records showing 50% (or \$30,000, whichever is less) Federal participation in the cost of the property.

Grantee must perform a physical inventory of the property and reconcile the results with the property records at least once every two years.

Grantee must develop a control system to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated by the Grantee and reported to the Department.

Grantee must develop adequate maintenance procedures to keep the property in good condition. Grantee agrees to maintain extended service and maintenance coverage for the voting system in years 6-10 of the Master Contract, after the expiration of the initial service and maintenance period. If the Grantee fails to maintain extended service and maintenance coverage for the full

Contract period, the Department may require Grantee to pay the Department the full amount of voting system grant funds paid to the vendor for the Grantee's county, city or township.

10. Disposition.

When the voting system acquired under this grant is no longer needed, the Department must be notified. Disposition of the equipment will be made as follows:

- Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Department
- Disposition of EMS software must follow the terms of the Contractor's Software License Agreement.

11. Authorized Access

The Grantee will permit, upon reasonable notification and at reasonable times, access to all records regarding this *Grant Agreement* by the Department and other representatives duly authorized by State or Federal law.

12. Mandatory Conditions

A. Statutory or Regulatory Requirements

The Master contract for the Grantee's selected Contractor must be incorporated and made a part of the ensuing contract between the Grantee and the Contractor, as a condition for grant approval. The Grantee will comply with applicable Federal and State laws, guidelines, rules and regulations in carrying out the terms of this *Grant Agreement*.

Laws

This is a State of Michigan *Grant Agreement* and is governed by the laws of the State of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.

Funding

This *Grant Agreement* is subject to and contingent upon the availability and appropriation of Federal funds and any necessary State appropriation.

Costs

The State will not assume any responsibility or liability for costs incurred in relation to this grant.

Cancellation

The Department may cancel the *Grant Agreement* upon failure to comply with the terms of this grant.

Entire Agreement

The *Grant Agreement* shall represent the entire agreement between the State and Grantee and supercedes any prior oral or written agreements, and all other representations between the parties relating to this subject. The State reserves the right to require counties and local jurisdictions to attend required training sessions with regard to new equipment purchases made under HAVA.

Adherence to Terms

The failure of a party to insist upon strict adherence to any term of this *Grant Agreement* shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the *Grant Agreement*.

B. Other

Additional terms and conditions may be negotiated in the contract between the Grant Applicant and the Contractor as long as they do not conflict with the required terms and conditions of this *Grant Agreement* and Master Contract with the Grantee's selected Contractor.

13. Administration of Agreement

The Grant Manager on behalf of the Department for this *Grant Agreement* and the final *Grant Agreement* will be:

Jeremy Lange, Office of Financial Services
Michigan Department of State
430 W Allegan St., 4th Floor
Lansing, MI 48933
517.335.1952
LangeJ1@michigan.gov

All questions, comments and correspondence regarding this grant process, the *Grant Agreement* and the final *Grant Agreement* must be submitted in writing to the Grant Manager.

14. Completed Agreement

In order to complete this *Grant Agreement*, it must be filled out in its entirety by completing all indicated fields* below and must be signed by the individual authorized by the county or local jurisdiction to enter into this agreement. The signed grant must be scanned and submitted electronically to langej1@michigan.gov.

15. Voting Systems Authorization

Note: Grant Applicant to fill in all fields indicated (*) below:

This *Grant Agreement* is between the Michigan Department of State and:

County of Clare

*Grant Manager for County, City, or Township (point of contact for the State):

*Name	
*Title	
*Office Address	
*Office Phone	
*Office Email Address	

16. Special Certification/Signature

The following signatory certifies that the person signing is authorized to sign and enter into this *Grant Agreement*. Further, the signatory has reviewed and agrees to the conditions as outlined in this *Grant Agreement*, and has personally examined and is familiar with the information submitted here, as well as the requirements of the Help America Vote Act, under which this grant has been submitted.

For the COUNTY OR LOCAL JURISDICTION:

*Name: _____

*Title: _____ *Date: _____

*Signature

For the STATE OF MICHIGAN, DEPARTMENT OF STATE:
Cindy Paradine, Director, Office of Financial Services

Signature

Date

LINE ITEM TRANSFER/BUDGET ADJUSTMENT # 20-167

D5

REQUESTING DEPARTMENT: Administrator

DATE: 9-3-2020

EXPLANATION OF REQUEST (explain fully) Increase to cover appropriation for the Middle Michigan Development Corporation.

INCREASE REVENUE

Acct.#	101-000-699.274	\$12,500.00
Acct.#		
TOTAL		\$12,500.00

INCREASE EXPENDITURE

Acct.#	101-728-956.000 <i>mmdc</i>	\$12,500.00
Acct.#		
TOTAL		\$12,500.00

Department Head/Authorized Signature

.....



CLARE COUNTY BOARD OF COMMISSIONERS

De

225 West Main Street, P.O. Box 438 Harrison, MI 48625
Ph: (989) 539-7436 Fax (989) 539-2588

District 1: DALE MAJEWSKI District 2: SAMANTHA PITCHFORD District 3: LEONARD STROUSE
District 4: JACK KLEINHARDT District 5: MARK FITZPATRICK District 6: DAVID HOEFLING District 7: JEFFERY HASKELL

CLARE COUNTY RESOLUTION #20-18 SPECIAL TRIBUTE TO CYNTHIA LOCHER

WHEREAS, The Clare County Board of Commissioners would like to offer their appreciation to *Cynthia Locher* for serving Clare County for over 18 years.

WHEREAS, *Cindy* has performed an excellent job representing the Citizens of Clare County as a Deputy Clerk for the Clare County Register of Deeds.

NOW, THEREFORE BE IT RESOLVED in *Special Tribute* to *Cindy*, this document is signed and dedicated to honor *Cynthia Locher*, may she know of our admiration and best wishes to her as she begins a new chapter in her life.

Jack Kleinhardt, Chair

Samantha Pitchford, Vice-Chair

Leonard Strouse

Jeffery Haskell

Dale Majewski

Mark Fitzpatrick

David Hoefling

State of Michigan)

)

County of Clare)

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 #20-18 was adopted by the Clare County Board of Commissioners at their special meeting held on September 16, 2020 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 16th day of September, 2020.

Lori Martin, County Clerk



CLARE COUNTY BOARD OF COMMISSIONERS

225 West Main Street, P.O. Box 438 Harrison, MI 48625
Ph: (989) 539-7436 Fax (989) 539-2588

District 1: DALE MAJEWSKI District 2: SAMANTHA PITCHFORD District 3: LEONARD STROUSE
District 4: JACK KLEINHARDT District 5: MARK FITZPATRICK District 6: DAVID HOEFLING District 7: JEFFERY HASKELL

CLARE COUNTY RESOLUTION #20-19 SPECIAL TRIBUTE TO CHRISTAL O'HARE

WHEREAS, We, the Clare County Board of Commissioners, wish to present this *Special Tribute to Christal O'Hare* for serving Clare County for 25 years.

WHEREAS, *Christal* began her career with Clare County part time in the Prosecuting Attorney's office. She became full time when she moved to the County Clerk's Office as a Deputy Clerk and returned to the Prosecutor's Office in 1998 where she obtained her paralegal degree in 1991.

WHEREAS, *Christal* has performed her duties with character and professionalism as a Deputy Clerk and as the Office Manager/Paralegal for the Clare County Prosecutor's Office.

NOW, THEREFORE BE IT RESOLVED in *Special Tribute to Christal*, this document is signed and dedicated to honor *Christal O'Hare*, may she know of our admiration and best wishes to her as she begins a new chapter in her life.

Jack Kleinhardt, Chair

Samantha Pitchford, Vice-Chair

Leonard Strouse

Jeffery Haskell

Dale Majewski

Mark Fitzpatrick

David Hoefling

State of Michigan)

County of Clare)

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 #20-19 was adopted by the Clare County Board of Commissioners at their special meeting held on September 16, 2020 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 16th day of September, 2020.

Lori Martin, County Clerk

