

John F. Fuentes  
County Administrator/Controller

Todd Campbell  
Deputy Administrator



Cindy Moser  
Finance Director

100 E. State Street, Suite 2100  
St. Johns, Michigan 48879  
(989) 224-5120 • Fax: (989) 224-5102  
www.clinton-county.org

**HUMAN RESOURCES COMMITTEE  
THURSDAY, FEBRUARY 23, 2023 AT 11:45 A.M.  
(OR IMMEDIATELY FOLLOWING THE WAYS AND MEANS COMMITTEE MEETING)  
CLINTON COUNTY COURTHOUSE  
BOARD OF COMMISSIONERS ROOM  
100 EAST STATE STREET, ST. JOHNS, MI 48879**

1	11:45	CALL TO ORDER, ADDITIONS TO THE AGENDA
2	11:50	LIMITED PUBLIC COMMENTS
3	11:55	COMMITTEE/COMMISSION APPOINTMENTS
4	12:05	AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT WITH SPECIAL ASSIGNMENT ASSISTANT PROSECUTOR (ADMINISTRATION)
5	12:10	ADMINISTRATOR'S REPORT – HOLIDAY SCHEDULE DISCUSSION
6	12:20	COMMISSIONERS' COMMENTS
7	12:30	ANY OTHER BUSINESS
<b>**MEETING STARTS PROMPTLY AT CALL TO ORDER TIME LISTED OR IMMEDIATELY FOLLOWING THE WAYS AND MEANS COMMITTEE MEETING. AGENDA ITEM TIMES MAY VARY**</b>		

PACKET INFORMATION IS CURRENT AS OF POSTING DATE. **NOTE:** ADDITIONAL INFORMATION MAY BE PRESENTED ON SCHEDULED AGENDA ITEMS. AGENDA ITEMS MAY ALSO BE ADDED DUE TO BUSINESS NEEDS.

TO REQUEST ACCOMMODATIONS OR MATERIALS IN AN ALTERNATIVE FORMAT, PLEASE CONTACT ADMINISTRATION AT (989)224-5120 OR TDD USERS WITHIN CLINTON COUNTY MAY DIAL 9-1-1 FOR GENERAL COUNTY SERVICES OR USE MICHIGAN RELAY 1-800-649-3777 OR THE NATIONAL RELAY NUMBER OF 7-1-1 NO LATER THAN 48 HOURS PRIOR TO THE MEETING.

**COMMITTEE AGENDA ITEM**

DATE OF MEETING: February 23, 2023	ESTIMATE OF TIME NEEDED: 5 min	NUMBER OF ATTACHMENTS:	REQUESTOR: Administration
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BRIEFLY DESCRIBE THE ISSUE THE COMMITTEE IS BEING ASKED TO CONSIDER:

**Vacancies:**

1. **Building Authority:** There is a vacancy on the Building Authority due to the retirement of Treasurer Tina Ward. It is recommended our new County Treasurer, Steven Wiswasser be appointed to serve the remainder of a three (3) year term expiring December 31, 2025.
  
2. **Broadband Task Force:**
  - **County Administrator** –There is a vacancy on the Broadband Task Force due to the retirement of Craig Longnecker. It is recommended John Fuentes be appointed to fill this vacancy, in accordance with the Resolution Establishing a Task Force to Guide the Expansion of Broadband Infrastructure within Clinton County (adopted July 26, 2022).
  - **ISP Representative** –As outlined in the above-mentioned Resolution, the County is required to appoint a Clinton County Internet Service Provider to the Task Force. At the time this resolution was passed, it was determined that it would be best to hold off on this appointment until the County selected their partner in pursuit of the ROBIN Grant Project. Now that the County has officially announced Frontier as our partner, we are able to appoint a Frontier representative to the Task Force. Todd Kruse has been selected by Frontier to serve this role and it is therefore recommended that he be appointed as the ISP Representative.

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**TO:** HR Committee

**FROM:**

  
\_\_\_\_\_  
John F. Fuentes, County Administrator/Controller

**SUBJECT:** Amendment to Independent Contractor Agreement with Special Assignment  
Assistant Prosecutor

**DATE:** February 15, 2023

The BOC approved an agreement in January 2023 for a special assignment assistant prosecutor independent contractor. After further discussion with the identified contractor based on the case assignments, the contractor is requesting consideration of an hourly rate of \$100. Based on the contractor's experience in handling the cases identified for special assignment and current staff vacancies in the Prosecuting Attorney's Office, the amendment to the independent contractor agreement is warranted. All other provisions of the agreement remain unchanged.

**Suggested Action:**

Recommend approval of the amendment to the Independent Contractor Agreement as presented.

**INDEPENDENT CONTRACTOR AGREEMENT**  
**with**  
**SPECIAL ASSIGNMENT ASSISTANT PROSECUTOR**

This Independent Contractor Agreement (“Agreement”) is entered into this [redacted] day of [redacted], 2023 and is by and between [redacted] (“Contractor” or “You”) and the County of Clinton (“County”).

WHEREAS, You have the capability and capacity to perform certain prosecutorial services for the County Prosecutor’s Office on a special assignment basis in the areas including but not limited to *criminal sexual conduct cases, domestic violence cases*; and

WHEREAS, the County is the funding unit for the operation of the County Prosecutor’s Office; and

WHEREAS, the County desires that you provide, and You are willing to provide, such services upon the County’s request and appointment as assistant prosecutor by special assignment.

NOW, THEREFORE, the parties agree:

1. **Services.** You will perform certain prosecutorial services for the County Prosecutor’s Office on a special assignment basis in the areas including but not limited to *criminal sexual conduct cases, domestic violence cases*. You represent that you are and will remain licensed to practice law. You represent that you are both qualified and willing to faithfully provide the services requested by the County according to the law and professional ethics and requirements of the role as special assignment assistant prosecutor.
2. **Term and Termination.** This Agreement will commence on February 1, 2023 and remain in force until August 31, 2023, unless either of us provides *30 days*’ advance written notice of intent terminate or earlier as we may mutually agree.
3. **Fee for Services.** The County will pay you \$ *80-100 per hour* for services rendered, in a total amount not to exceed \$40,000, during the term of this agreement, based on the hours worked and logged in *detail including appropriate Court docket number in a form approved by the Prosecutor* to demonstrate services provided. You will be paid on the *monthly basis* for any bi-weekly period that you provide services under this Agreement. You agree this sum satisfies the County’s obligation to you in full for such services rendered. You will not be eligible for any fringe benefits except those required by law, or other compensation including, but not limited to holiday pay, vacation, sick and personal leave, funeral leave, jury duty pay, life, health and dental insurance, military leave, short-term and long-term disability leave and life insurance and pension.
4. **Expenses, Tax Duties, and Responsibilities.** You are responsible for all expenses incurred while performing these services, including but not limited to, automobile, mileage, and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all wage or expenses. Further, the County will not withhold payroll or employment taxes of any

kind from payments to You, including but not limited to income tax, disability insurance tax, and unemployment insurance tax, etc. Similarly, the County will not provide nor obtain workers' compensation insurance for you or on your account.

5. **Independent Contractor Status.** You agree to and represent the following:
  - A. You fully intend to perform services for third parties during the term of this Agreement.
  - B. You will not receive any training from the County in the professional skills necessary to perform the services required by this Agreement.
  - C. You are not required by the County to devote full time to the performance of the services required by this Agreement.
  - D. You do not and will not receive the majority of your annual compensation from County.
6. **General Supervision, Supplies, and Equipment.** You retain the sole right to control or direct the way the tasks or services to be performed and the time when you will complete it, except as may be required by the Court. Subject to the foregoing, the County retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement. You must supply all labor, equipment, materials, and supplies to accomplish the services to be performed, except to the extent that same may only be provided by the County to ensure proper recordkeeping within the Prosecutor's Office.
7. **Confidentiality.** You will not at any time or in any manner, either directly or indirectly, use for your personal benefit, or divulge, disclose, or communicate in any manner any information of the County, other than as may be required by law or court order. You will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.
8. **Records & County Property.** The parties agree that You may need to perform responsibilities under this Agreement at locations other than the County Prosecutor's offices and to that limited extent and purpose, may remove related documents and property from the Prosecutor's office to facilitate completion of the contracted services. You must provide access to and return any such removed documents and property upon request. You must return all County property within seven (7) days of the termination of this Agreement.
9. **Indemnification.** You agree to indemnify the County and its Commissioners, employees or agents and to hold them harmless from any and all suits, claims, damages, costs, and expenses of every kind and nature which may or might be asserted against the County and its employees or agents resulting directly from your services.
10. **Governing Law & Consent to Jurisdiction.** This Agreement is governed by the laws of the State of Michigan. The parties agree to submit to the jurisdiction and venue of Clinton County, Michigan. If any litigation or arbitration is necessary, the prevailing party will be entitled to reasonable attorneys' fees, costs and expenses, including costs and fees on appeal.
11. **Remedies.** No right or remedy under this Agreement conferred upon or reserved to the County is exclusive of any other right or remedy. Every right or remedy is cumulative and in addition to any other right or remedy now or hereafter existing at law, in equity, or by statute.
12. **Entire Understanding, Modification, & Waiver.** This Agreement sets forth our entire understanding. This Agreement may only be modified by a writing signed by both parties. No

change, modification, or waiver of any term of this Agreement shall be valid, unless it is in writing and signed by both parties. Neither party's waiver of a breach of any provision of this Agreement will operate as, or be construed as, a waiver of any subsequent breach.

**13. Consultation & Drafting.** We have both carefully read this Agreement and consulted with their respective attorneys, understand its contents, and sign as their free act and deed. This Agreement shall be deemed to have been drafted by all Parties.

***AGREED***

Dated: \_\_\_\_\_

\_\_\_\_\_  
Contractor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clinton County Prosecutor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert Showers, Board Chairperson



## Michigan Supreme Court

State Court Administrative Office  
 Michigan Hall of Justice  
 P.O. Box 30048  
 Lansing, Michigan 48909  
 517-373-0128

Thomas P. Boyd  
 State Court Administrator

### MEMORANDUM

DATE: January 30, 2023

TO: Circuit, District, Municipal, and Probate Judges  
 Court Administrators  
 Probate Registers

FROM: Thomas P. Boyd, State Court Administrator

SUBJECT: Juneteenth and Court Holidays LAOs

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Last year, the Michigan Supreme Court amended MCR 8.110(D)(2)(a) to add Juneteenth to the list of court holidays. The State Court Administrative Office communicated to the trial courts that observance of the Juneteenth holiday was mandatory.

Since the rule's amendment, we have had many conversations with you and your colleagues regarding the observance of court holidays and related local administrative orders. After listening to the various perspectives shared, we will approve court holiday local administrative orders, even if an LAO omits a listed holiday(s). A court may deviate from the list of holidays in the court rule to "accommodate or achieve uniformity with the holiday practices of local governmental units regarding local public employees." MCR 8.110(D)(2)(c). We will continue to administer the court holidays' rule in this manner unless and until the Supreme Court amends MCR 8.110(D)(2)(c). If a court observes all holidays listed in the court rule, no LAO is necessary.

Proceeding in this manner does not diminish the profound importance that Juneteenth has in the history of our nation as was noted last year upon the rule's amendment. As I have told many of you personally, I apologize for the disruption and confusion caused by the implementation of this change in June of 2022. Thank you for taking the time to provide constructive feedback.

If you have any questions or concerns, please feel free to contact your regional office.