

**PERSONNEL/HUMAN SERVICES COMMITTEE**

**A G E N D A**

**TUESDAY, MARCH 18, 2014**

**4:00 P.M.**

COMMISSION CHAMBERS, FOURTH FLOOR, BAY COUNTY BUILDING

PAGE NO.	
	I CALL TO ORDER
	II ROLL CALL
1- 4	III MINUTES (2/18/14)
	IV PUBLIC INPUT
	V PETITIONS AND COMMUNICATIONS
5- 8	A. Saginaw Valley Sustainability Society (SVSS) - Community Garden at Fairgrounds <b>(Seeking authorization to house a community garden at Fairgrounds utilizing a 50' x 10' plot of land; authorization for Board Chair to sign Agreement, if required - proposed resolution attached)</b>
9-30	B. Michigan Works! Chief Executive Officer - Great Lakes Bay Michigan Works! Consortium Board Interlocal Agreement <b>(Seeking approval of agreement; authorization for Board Chair to sign - proposed resolution attached)</b>
31-34	C. Personnel Director
35	1. Vacancies <b>(Seeking authorization to post/fill)</b>
	a. Sheriff Department - Correctional Facility Officer (CFO) - (ft, \$15.95/hr. entry)
	b. Corporation Counsel - Assistant Corporation Counsel (ft, \$59,425.60)
	c. Juvenile Home
	1. Youth Development Worker (pt, \$14.81/hr. entry)
	2. Cook/Driver (pt, \$10.95/hr. entry)
	d. Community Corrections Program - Pre-Trial Specialist (pt, \$15.00/hr., grant funded)
36-42	D. Office of Assigned Counsel - Year to Date Report 2013 <b>(Receive)</b>
	VI REFERRALS
	VII UNFINISHED BUSINESS
	VIII NEW BUSINESS
	IX MISCELLANEOUS
	X ADJOURNMENT

**PLEASE NOTE: THE COMMITTEE CHAIR HAS REQUESTED THAT ANY ELECTED OFFICIAL, DEPARTMENT/DIVISION HEAD PLACING AN ITEM ON THE WAYS AND MEANS COMMITTEE AGENDA BE PRESENT OR HAVE A REPRESENTATIVE PRESENT TO SPEAK TO THEIR REQUEST AND/OR ANSWER ANY QUESTIONS POSED BY COMMITTEE MEMBERS.**

**PERSONNEL/HUMAN SERVICES COMMITTEE**

**MINUTES**

**MEETING OF THE PERSONNEL/HUMAN SERVICES COMMITTEE ON TUESDAY, FEBRUARY 18, 2014, in the Commission Chambers, Fourth Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708.**

Call to order @ 4:03 P.M. by Vice Chair Tilley.

Roll call:

**MOTION NO.**

COMMISSIONERS PRESENT	1	2	3	4	5	6	7	8	9	10	11
BRANDON KRAUSE, CHAIR	E	X	C	U	S	E	D				
DONALD J. TILLEY, VICE CHAIR	P	Y	Y	Y	Y	Y	Y	Y	Y		
VAUGHN J. BEGICK	P	Y	Y	Y	Y	Y	Y	N	Y	Y	
KIM J. COONAN	P	Y	S/Y	M/Y	M/Y	S/Y	M/Y	S/Y	M/Y	Y	
THOMAS M. HEREK	P	Y	Y	S/Y	Y	Y	Y	Y	N	Y	
MICHAEL E. LUTZ	P	S/Y	Y	Y	Y	M/Y	Y	M/Y	Y	S/Y	
ERNIE KRYGIER, EX OFFICIO	P	M/Y	M/Y	Y	S/Y	Y	S/Y	Y	S/Y	M/Y	

**MOTION NO.**

COMMISSIONERS PRESENT	12	13	14	15	16	17	18	19	20	21	22
BRANDON KRAUSE, CHAIR											
DONALD J. TILLEY, VICE CHAIR											
VAUGHN J. BEGICK											
KIM J. COONAN											
THOMAS M. HEREK											
MICHAEL E. LUTZ											
ERNIE KRYGIER, EX OFFICIO											

**MOTION NO.**

COMMISSIONERS PRESENT	23	24	25	26	27	28	29	30	31	32	33
BRANDON KRAUSE, CHAIR											
DONALD J. TILLEY, VICE CHAIR											
VAUGHN J. BEGICK											
KIM J. COONAN											
THOMAS M. HEREK											
MICHAEL E. LUTZ											
ERNIE KRYGIER, EX OFFICIO											

OTHERS PRESENT:

T.HICKNER, C.GIGNAC, M.FITZHUGH, C.HEBERT, T.QUINN, B.GOIK, F.MOORE, J.STRASZ, J.MORSE, R.REDMOND, S.EASTER, BAY 3 TV, D.BERGER, SUPPORTERS AND OPPONENTS OF ORDINANCE 53

M-MOVED; S-SUPPORTED; Y-YEA; N-NAY; ABS.-ABSTAIN;E-EXCUSED; A-ABSENT

-/-

NAME	ADDRESS
Jeff Liebman	3911 McKeith Midway
Rosemar Edgington	248 Alger, Owosso
Janette Lark	1508 4th St, Bay City
Paul Meimiec	693 N CARTER RD Birchwood,
Jonana Ane	23304 CAYVAST AVE 18122C PARK MI
Chris Lanchner	3 Bunell St, Mullan,
Kathleen Aemmer	4840 493 N. Carter Midway
Eric Welsby	271 Lovell Ct., Flushing
Rita Kelley	3099 Creekside Circle BC
Cynthia Kelley	2038 W. Anderson Rd
Joel Payne	400 Gies Apt 5 BC MI
Leo Romo	1009 Greenwilda Sag MI 48602

**PERSONNEL/HUMAN SERVICES COMMITTEE  
MINUTES  
TUESDAY, FEBRUARY 18, 2014  
PAGE 2**

**MOTION NO.** \_\_\_\_\_

**NOTE:** In addition to these typed minutes, this Committee meeting was also taped by Bay 3 TV and those tapes are available for review in the Administrative Services Department or can be viewed on Bay County's website [www.baycounty-mi.gov/executive/videos](http://www.baycounty-mi.gov/executive/videos).

- 1**            **MOVED, SUPPORTED AND CARRIED TO APPROVE THE MINUTES OF THE JANUARY 21, 2014 PERSONNEL/JUDICIAL COMMITTEE MEETING AS PRINTED.**

**Public input was called. Speakers urging passage of the Bay County Civil Rights in County Governmental Affairs - Ordinance 53 were Jeff Liebmann, Rosemarie Edington, Janelle Lake, Joanna Hill, Chris Lauchner, Eric Welsby, Joel Payne, Leo Romo and Charin Davenport. Speaking in opposition of passage of Ordinance 53 were Paul Niemec, Kathleen Niemec, Rita Tilley, and Cynthia Killey. Commissioner Tilley thanked those present for their input.**

- 2**            **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE INDEPENDENT CONTRACTOR AGREEMENT WITH MARILYN MCFARLAND, FNP, FOR BACK-UP AND EMERGENCY REPLACEMENT NURSE PRACTITIONER SERVICES (HEALTH DEPT.).**

- 3**            **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PROPOSED RESOLUTION RE MEMBERSHIP AGREEMENT W/DELTA COLLEGE (PERSONNEL-WELLNESS PROGRAM).**

- 4**            **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL TO POST/FILL MARINE SAFETY PROGRAM GRANT POSITIONS, I.E. FIVE (5) SUPERVISORS AND TWENTY-FIVE (25) MARINE DEPUTIES (SHERIFF DEPT.).**

- 5**            **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL TO POST/FILL PC TECHNICIAN VACANCY IN INFORMATION SYSTEMS DEPARTMENT.**

- 6**            **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL TO POST/FILL REGISTERED DIETITIAN VACANCY IN THE HEALTH DEPARTMENT.**

**PERSONNEL/HUMAN SERVICES COMMITTEE  
MINUTES  
TUESDAY, FEBRUARY 18, 2014  
PAGE 3**

**MOTION NO.** \_\_\_\_\_

- 7            MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL TO POST/FILL SEASONAL POSITIONS FOR THE COMMUNITY CENTER, GOLF COURSE, PINCONNING PARK, RECREATION/MAINTENANCE, AND PROPERTY MAINTENANCE (RECREATION & FACILITIES).**

The referral of the Bay County Civil Rights in Governmental Affairs - Ordinance 53 was considered next. Commissioner Begick felt more information was needed. He checked with the Michigan Association of Counties to make sure Bay County has the right to pass this type of ordinance. In speaking with a former county commissioner who is now a state representative, he advised Commissioner Begick this can't be done on a county level. It was pointed out that this ordinance pertains to Bay County only and Corporation Counsel felt it could be adopted by the Bay County Board. Commissioner Coonan expressed his pride to implement this ordinance as the first county in Michigan to do so. These are basic rights that should be afforded to everyone and there should be no arguing over denying basic rights. Committee Vice Chair Donald Tilley commented on the robo calls going out which were put out from Midland as a tactic to scare people and to continue the hate against a certain group of people. The next generation of people believe in these rights and it will happen. Bay County should take the lead. Everyone deserves the same rights and to be protected. Following further brief discussion, it was

- 8            MOVED, SUPPORTED AND DEFEATED TO REFER THE BAY COUNTY CIVIL RIGHTS IN GOVERNMENT AFFAIRS - ORDINANCE 53 TO THE FULL BOARD ON 3/11/14 (ROLL CALL VOTE: 3 YEAS; 3 NAYS).**

It was noted that through the Board's Ordinance consideration process, contained in the Board Rules, this issue will be included on the March 11, 2014 Board agenda.

There being no further business, it was

- 9            MOVED, SUPPORTED AND CARRIED TO ADJOURN (5:10 P.M.).**

Submitted by:  
*Deanne Berger*  
Deanne Berger  
Board Coordinator

-4-

Sara S. Bonnette  
1540 Park Ave.  
Bay City, MI 48708

March 11, 2014

Brandon Krause, Chairman  
Human Services Committee  
Bay County Commission  
515 Center Ave.  
Bay City, MI 48708

Dear Mr. Krause,

This letter is a request to create a community garden at the Bay County Fairgrounds. This would be a project of the Saginaw Valley Sustainability Society (SVSS), a 501c3 organization. I have experience as a Master Gardener and Mariah McClean of SVSS is the organizer of the successful Van Buren Street neighborhood garden. SVSS also provides food preserving classes at local farmer's markets and libraries. I spoke with Richard Pabalis of the Bay County Building and Grounds Department and he was very encouraging of our plan. He suggested we address our proposal to you.

A community garden is a plot of land used by members of a community to grow healthy food. The benefits of a community garden are many. It strengthens a community by providing personal connections among neighbors. It produces clean, safe, local food. It provides opportunities for wholesome family activities, exercise and beautifies the fairgrounds. It turns empty lawn into a productive vegetable garden. Children involved in 4-H could learn about gardening and share a plot to grow produce for the County Fair.

Our request is permission to use a plot of land approximately 50 feet long by 10 feet wide, plus space for a compost bin to discard weeds, stems, etc. Mr. Pabalis recommended placing the garden in the location shown on the attached map as a garden had been located there in the past and so that it will not conflict with fair activities. We believe it will also beautify the entrance of the fairgrounds. In addition, we would be willing to maintain a small plot of flowers at the base of the fairgrounds sign if you wish.

We would request permission to use the land and the use of water when rain is not adequate. Richard Pabalis mentioned that the county could provide the first tilling to remove the sod. We would also request permission to put up a small sign at the garden plot identifying the garden and a small weatherized message box to communicate with other gardeners (somewhat like the boxes realtors use to contain flyers describing a property).

We would start small with five plots, each 10 feet by 10 feet. Each plot will be cared for by an individual or family. Each plot caretaker will choose what to grow and provide their own seeds and plants. If there is more interest over time and the county approved, we could expand the garden to allow more people to participate. At this time, one of the plots is spoken for and we have interest in two others. I have notified Ms. Jodi Wrzesinski, the 4-H Coordinator, that a 4-H group would be welcome to use a plot.

If word-of-mouth does not fill in all five plots, we will put flyers in the doors of people in the surrounding neighborhood. SVSS will issue a press release and contact the Bay City Times to do a human-interest story. I have no doubt that all five plots will fill up easily.

Please contact me at the address above or via telephone (989-892-7309 for Sara, 989-894-0275 for Mariah) or email (sara.bonnette@sbcglobal.net or windancermcclean@sbcglobal.net) to discuss if this proposal could go ahead this spring. Mariah and I would be happy to meet with you at your convenience if you would like. Thank you for your consideration. Feel free to contact us with any questions.

Sincerely,



Sara S. Bonnette

Attachment

cc (electronic mail): Mary Jo Brandt  
David Engelhardt  
Laura Ogar  
Richard Pabalis  
Donald J. Tilley  
Jodi Wrzesinski



Attachment: Proposed location for Community Garden

**BAY COUNTY BOARD OF COMMISSIONERS**

**4/8/2014**

**RESOLUTION**

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (3/18/14)  
 WHEREAS, The Saginaw Valley Sustainability Society (SVSS), a 501c3 organization, is promoting creation of a community garden at the Bay County Fairgrounds; and  
 WHEREAS, A community garden is a plot of land used by members of a community to grow healthy food and the community benefits are many and include: personal connections among neighbors; production of clean, safe, local food; wholesome family activities and exercise; beautification of the Fairgrounds, and turning an empty lawn into a productive vegetable garden; and  
 WHEREAS, The proposal is for use of a 50' x 10' plot of land which will accommodate five (5) plots 10' x 10' each to be cared for by an individual or family, plus space for a compost bin to discard weeds, stems, etc. If approved, one plot is already spoken for with interest in two others and it is anticipated all the lots will be utilized; and  
 WHEREAS, Buildings and Grounds Project Manager Rick Pabalis is working with the SVSS and has recommended utilization of the same location at the Fairgrounds as was used for this purpose in the past and advised SVSS that Bay County could provide the first tilling to remove the sod; and  
 WHEREAS, The SVSS has requested use of water when rain is not adequate as well as permission to erect a small sign at the garden plot identifying the garden with a small weatherized message box to communicate with other gardeners; Therefore, Be It  
 RESOLVED That the Bay County Board of Commissioners approves the Saginaw Valley Sustainability Society (SVSS) request for use of a 50' x 10' plot of land at the Bay County Fairgrounds for a community garden; Be It Further  
 RESOLVED That the Chairman of the Board is authorized to execute a Use Agreement on behalf of Bay County, said Agreement to be drafted by Corporation Counsel.

BRANDON KRAUSE, CHAIR  
 AND COMMITTEE

Bldgs & Grnds - Fairgrounds Community Garden 2014

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
BRANDON KRAUSE				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

**VOTE TOTALS:**

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
 VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
 AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_



February 26, 2014

**Administration**

1600 N. Michigan Ave.  
Room 400  
Saginaw, MI 48602  
Phone 989-754-1144  
800-285-WORK  
Fax 989-754-1439

www.michiganworks.com

Mr. Ernie Krygier  
Chair, Bay County Board of Commissioners

Mr. Thomas Hickner  
Bay County Executive

515 Center Ave., Suite 401  
Bay City, MI 48708

Re: Great Lakes Bay Michigan Works! Consortium Board Interlocal Agreement

Mr. Krygier and Mr. Hickner:

Tom Begin  
*Workforce Development  
Board Chair*

Donald Tilley  
*Consortium Board Chair*

Please consider this correspondence as the initial step of Great Lakes Bay Michigan Works! request for approval of the revised Interlocal Agreement by the Bay County Board of Commissioners. The Interlocal Agreement will take effect once approved by Saginaw, Midland and Bay Counties. (We are making similar requests to each County.)

Enclosed with this correspondence are:

- The proposed new 7-page Interlocal Agreement, entitled "Restatement of the Interlocal Agreement Dated June 28, 1983, as amended, Establishing the Saginaw County/Midland County/Bay County Job Training Partnership Act (JTPA) Consortium"
- The original 15-page Interlocal Agreement signed in 1983, and its 1988 and 1999 amendments

The proposed new Interlocal Agreement is an entire rewrite of the old Agreement. In general, it streamlines and updates the former agreement. The new Agreement was developed through a joint effort of corporate counsel for all three Counties under the direction of the County Consortium Board made up of elected officials from each County.

Back in 1983, the three Counties were forming a brand new alliance to operate workforce development programs under a brand new federal law, the Job Training Partnership Act (JTPA). With the uncertainty and "newness" of this regional approach, the original Interlocal Agreement envisioned a central administration and three separate County programs. The 1988 amendment transferred authority to appoint Workforce Development Board members to the respective Boards of Commissioners. The original agreement gave that authority to the Consortium Board. The 1999 amendment recognized that the JTPA had been repealed and replaced by the Workforce Investment Act.

In the 30 years since 1983, Congress changed the workforce system's enabling legislation, many new programs were added by the State and federal governments, the Michigan Works! System was created, and our local operation evolved into a truly regional effort. These changes caused the need for a new Interlocal Agreement.

-9-

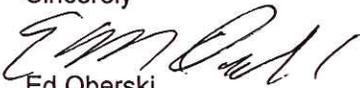
Ernie Krygier  
Thomas Hickner  
December 30, 2013  
Page 2

Significant changes in the new Interlocal Agreement:

- Name Change: from "Saginaw County/Midland County/Bay County Job Training Partnership Act (JTPA) Consortium" to "Great Lakes Bay Michigan Works! Consortium"
- Specifically lists limitations on Consortium Board powers. The Consortium Board cannot:
  - Sue or be sued
  - Pass on any debt, liability or obligation to any County
  - Levy a tax, issue a bond or note, or borrow money
  - Employ staff
  - Operate on a for-profit basis
- Changes the membership on the Consortium Board from 13 (Saginaw 7, Bay 4, Midland 2) to 10 (Saginaw 5, Bay 3, Midland 2).
- No longer attempts to name specific workforce programs or legislation (which are subject to frequent changes).
- Requires that the Consortium Board select one of the constituent Counties as the administrative entity for the region's workforce system.
- Deletes the language establishing separate workforce programs for each County.
- Provides each County with significantly greater protection from liability for disallowed costs.

Please let us know next steps and scheduling.

Sincerely



Ed Oberski  
Chief Executive Officer  
(Cell: 245-8363)

**RESTATEMENT OF THE INTERLOCAL AGREEMENT  
DATED JUNE 28, 1983, AS AMENDED,  
ESTABLISHING THE SAGINAW COUNTY/MIDLAND COUNTY/BAY COUNTY  
JOB TRAINING PARTNERSHIP ACT (JTPA) CONSORTIUM**

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This Restatement of the Interlocal Agreement (hereinafter "Restatement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the County of Saginaw, the County of Midland, and the County of Bay, pursuant to the Michigan Urban Cooperation Act, being Public Act 7 of 1967 (ex. sess.), as amended.

WHEREAS, the County of Saginaw, the County of Midland, and the County of Bay (hereinafter referred to collectively as "the Counties") are each a "public agency" as defined by the Michigan Urban Cooperation Act, being Public Act 7 of 1967 (ex. sess.), as amended; and each may separately exercise the power, privilege, and authority they share in common and wish to exercise jointly with the other; and,

WHEREAS, the Counties desire to maintain an optimal level of community service and maximum efficiency in carrying out the requirements of the Workforce Investment Act of 1998, 29 USC 2801 *et seq* and the Michigan Works One-Stop Service Center System Act, being Public Act 491 of 2006, MCL 408.111 *et seq*; and

WHEREAS, the Counties have an industrial base and are contiguous in location; and

WHEREAS, the Boards of Commissioners of the Counties have determined that the best method of maintaining an optimal level of community service and maximum efficiency in each of the Counties is through this Restatement;

THEREFORE, the Counties agree to the following:

I.

**PURPOSE**

**A. Replacement of Existing Interlocal Agreement.** This Restatement replaces and supersedes the Interlocal Agreement dated June 28, 1983, as amended in 1988 and 1999, in its entirety.

B. Name Change. The Saginaw County/Midland County/Bay County Job Training Partnership Act Consortium shall now be called the Great Lakes Bay Michigan Works! Consortium (hereinafter referred to as the "Consortium").

C. Purpose. The Consortium shall administer state, federal, and other workforce programs as prescribed by law and the requirements established by each grant funding source and perform such other functions as are necessary and related to same. The Consortium shall exercise the role of the local elected officials as prescribed by applicable law.

II.

AUTHORITY

A. Certification. The Counties certify that federal, state, and local law permit the services to be provided under this Restatement, including, without limitation, the Workforce Investment Act of 1998, being 29 USC §2801 *et seq* and the Michigan Works One-Stop Service Center System Act, being Public Act 491 of 2006, MCL 408.111 *et seq*.

B. Filing. This Restatement shall be filed with the county clerks of the Counties and with the Michigan Secretary of State.

III.

SERVICE AREA

A. Service Area. The geographical boundaries of the Counties shall constitute the service delivery area under this Restatement.

IV.

CONSORTIUM BOARD

A. Creation. As of the effective date of this Restatement, there is created the Great Lakes Bay Michigan Works! Consortium Board (hereinafter called the "Consortium Board").

B. Powers. The Consortium Board shall be vested with all of the powers authorized under applicable state and federal law and shall be operated in accordance with same. Said powers include:

- i. Maintaining and presenting adequate books, records, and reports of all audits, transactions, revenues, and expenditures in accordance with grant source requirements and with generally accepted accounting principles, or otherwise instructing the Director

to do same. Such books and records are public documents subject to the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.

- ii. Conducting an independent, annual audit, or otherwise instructing the Director to do same, and receiving from the Director such audit reports and certifications that funds have been expended in accordance with approved budget and federal and state guidelines.
- iii. Presenting regular program reports regarding the effectiveness of the various workforce programs, or otherwise instructing the Director to do same. Such reports are public documents subject to the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.
- iv. Requesting and receiving from the Director regular reports concerning the status, both financial and operational, of all employment and training programs, and the contracts relating to same, in the service delivery area.
- v. Reviewing and approving the cost budget.
- vi. Interviewing and recommending the candidate nominated for appointment as Director to the Administrative Unit.
- vii. Procuring and maintaining appropriate comprehensive general liability insurance coverage.

C. Limitations on Powers. The Consortium and Consortium Board shall not have the power to:

- i. Sue or be sued in its own name.
- ii. Incur any debt, liability, or obligation that can be passed on to any party to this Restatement, other than as stated herein.
- iii. Levy any tax, issue any bond or note, or borrow money.
- iv. Employ staff.
- v. Operate on a for-profit basis.

D. Membership. The membership of the Consortium Board shall consist of members of the County Board of Commissioners of the Counties. In the case of Bay County, one of its members may be its chief elected official, the Bay County Executive, or his or her appointee. Each County shall establish its own rules and procedures for appointing its members to Consortium Board. Each County may remove their respective Consortium Board members (and alternates, if applicable) at will.

- i. The Consortium Board shall consist of 10 members: 5 members from Saginaw County, 2 members from Midland County, and 3 members from Bay County.
- ii. A quorum of the Consortium Board shall consist of a majority of its members and will be required in order to conduct business.

- iii. The addition of another county to the Consortium Board shall require the affirmative vote of each of the Counties and a majority vote of the Consortium Board.
- iv. The County Board of Commissioners for each County shall determine whether its members of the Consortium Board shall serve with or without compensation.

E. Organization of Consortium Board: The Consortium Board shall:

- i. Elect its own Chairperson and Vice-Chairperson from among its members on an annual basis. Members shall be eligible to serve for additional terms, if elected.
- ii. Adopt by-laws that are consistent with this Restatement.
- iii. Hold at least one regularly scheduled meeting each quarter. The Consortium Board shall conduct all meetings in compliance with the Michigan Open Meetings Act, being Public Act 267 of 1976, as amended.
- iv. Documents and other records generated by the Consortium Board are public records subject to the requirements and exemptions of the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.

F. Voting. An affirmative vote of a majority of the membership present shall be required in order to pass any motion or resolution. However, adoption or amendment of the Consortium Board's by-laws shall require the affirmative vote of seven (7) members of the Consortium Board.

G. Administrative Unit. The Consortium Board shall select from the Counties an Administrative Unit. The Administrative Unit shall have all of those powers vested in it by law including, but not limited to:

- i. Serving as fiscal agent and providing professional, technical, legal, and clerical staff support to the Consortium Board. All staff members shall be employees of the Administrative Unit and governed by the Administrative Unit's policies and applicable collective bargaining agreements.
- ii. Entering into contracts and other necessary agreements, upon legal review.
- iii. Signing, executing, and doing all things incident and necessary to properly submit grant applications.
- iv. Hiring and firing the Director upon the recommendation of the Consortium Board.

H. Director. The Director shall oversee day-to-day administration of the services provided by the Great Lakes Bay Michigan Works! Consortium. The Director shall be responsible for keeping and maintaining adequate books and records of all revenues, rates, charges, expenses, accounts receivable and payable, and other debts and obligations in accordance with the law

and generally accepted accounting principles; and the Director shall establish such controls and procedures as are necessary to ensure strict financial accountability.

The personnel policies and procedures of the Administrative Unit shall be complied with in regard to the recruitment, advertisement, application, and hiring process for the Director position. Candidates for the Director position will be interviewed and nominated by a joint committee comprised of members of both the Consortium and Workforce Investment Boards. Such nomination must be approved by both the Consortium Board and the Workforce Investment Board for submission to the Administrative Unit.

The Director's performance will be reviewed on an annual basis by the Consortium Board. The Consortium Board may recommend the termination of the Director to the Administrative Unit with the affirmative vote of seven (7) members of the Consortium Board.

## V.

### WORKFORCE INVESTMENT BOARD

A. Establishment. The Consortium Board shall establish a local Workforce Investment Board in accordance with Section 2832 of the Workforce Investment Act of 1998, being 29 USC 2832, and the administrative rules promulgated thereto. If the applicable rules governing the workforce programs under this Agreement call for the elected official(s) to appoint members to the Workforce Investment Board, then the Consortium Board shall not make the appointments. In such cases, the appointments shall be made by the respective Boards of Commissioners of the Counties.

B. Membership. Pursuant to 29 USC 2832, MCL 408.121 and other applicable laws, the Workforce Investment Board shall, at a minimum, consist of representatives from the following sectors:

- i. Local businesses and other private sector representatives;
- ii. Educational entities;
- iii. Representatives of the appropriate State departments;
- iv. Vocational rehabilitation providers;
- v. Labor organizations or other representatives of employees;
- vi. Community-based organizations;
- vii. Economic development agencies; and
- viii. Such other individuals or representatives of entities as the Consortium Board deems appropriate.

Representation from the Counties on the Workforce Investment Board shall be in approximate proportion to their respective populations.

C. Duties and Responsibilities. The Workforce Investment Board, in partnership with the Consortium Board, shall provide the policy, program guidance, and independent oversight services for all activities under the Workforce Investment Act of 1998.

D. Operation of Workforce Investment Board. All aspects of governance of the Workforce Investment Board shall be in accordance with Section 2832 of the Workforce Investment Act of 1998, being 29 USC 2832, including, without limitation, the appointment of a chairperson, development of a budget, and identification and selection of providers.

## VI.

### FINANCIAL RESPONSIBILITY OF THE COUNTIES

A. Financial Support. The Consortium Board shall not require any County to provide any financial support for any activities under this Restatement unless that County agrees to provide that support in a separate agreement.

B. Liability, Generally. The Counties shall not be required to pay any debts, liabilities, or obligations of the Consortium Board or the Workforce Investment Board.

C. Liability for Disallowed Costs. The Counties shall repay such any disallowed costs only after the following payment hierarchy has been exhausted:

- i. Payment shall first be made by the service provider, agent, or third party that is responsible for the disallowance.
- ii. Payment will then be made from any applicable insurance carrier or bond insurer.
- iii. A waiver or approval of an offset from the grant funding source will then be pursued.
- iv. Any remaining required repayment will then be paid by the Counties. The responsibility for any disallowed costs shall be apportioned according to the services contracted for in each County.

D. Privileges and Immunity. Nothing in this Restatement shall be construed to affect the Counties' rights and privileges under governmental immunity. All of the privileges and immunities from liability and exemptions from laws, ordinances, and other rules, and all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of the officers, agents, or employees of the Counties, shall apply to the same degree and extent

to the performance of such functions and duties of the members of the Consortium Board and Workforce Investment Board.

VII.

DURATION OF RESTATEMENT

A. Effective Date and Duration. This Restatement shall be effective commencing on the date first written above and shall remain in effect as long as at least two of the Counties remain as signatories to it.

B. Termination of Participation. Any County may withdraw from the Consortium Board and the obligations created by this Restatement upon service of 120-day written notice to the remaining Counties. Upon termination of participation by all of the Counties, this Restatement shall continue in effect until the final grant concludes.

VIII.

MISCELLANEOUS

A. Amendment. Any amendments to this Restatement require the approval of the Board of Commissioners of each of the Counties.

B. Changes in Applicable Laws. In the event the laws and regulations pertaining to this Restatement, including, but not limited to, the Workforce Investment Act of 1998, are amended or repealed, the Counties, in their individual discretion, may determine whether such changes render it infeasible or unadvisable to carry of this Restatement. In that event, the County may terminate this Restatement by submitting 30-day written notice to the other Counties.

C. Severability. If any word, phrase, part or section of this Restatement is determined to be illegal or unenforceable, the other portions of the Restatement shall remain in full force and effect so long as those other portions are sufficient to constitute a valid agreement.

D. Full Agreement. This document, along with any attachments or appendices or other incorporations by reference, constitutes the entire agreement between the Counties. Accordingly, this Restatement supersedes all previous or contemporary agreements between the Counties covering the subject matter of this Restatement.

## AMENDMENT TO INTERLOCAL AGREEMENT

WHEREAS, on the 28th day of June, 1983, the County of Saginaw, County of Midland, and County of Bay, pursuant to Act 7 of the Public Acts of 1967, Ex. Sess., as amended, known as the Interlocal Cooperation Act of 1967, established a Job Training Partnership Act Consortium; and

WHEREAS, both state and federal agencies have complemented the Job Training Partnership Act of 1982, with other legislation identified herein as the Workforce Investment Act of 1998, Wagner Peyser Act, Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Community Development Block Grant Funds, Governors Career Scholarship Act, and other such federal and state legislation and programs which provide employment services, job training services, workforce development services, and one stop services for job seekers and employers seeking to hire employees; and

WHEREAS, the initial agreement, does not refer to these Acts; and

WHEREAS, it is the intention of the parties, to fully implement all job training programs as originally envisioned in the Job Training Partnership Act of 1982;

### IT IS HEREBY AGREED:

1. That the Interlocal Agreement dated the 28th day of June, 1983, and known as the Job Training Partnership Consortium, hereby be amended to include the Workforce Investment Act of 1998, Wagner Peyser Act, Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Community Development Block Grants Funds, Governors Career Scholarship Act, and such other federal and state legislation and regulations and programs which provide employment services, job training services, workforce development services and one stop services for job seekers and employers seeking to hire employees.

1. The Article VII of the Interlocal Agreement be amended to read as follows:

### WORKFORCE INVESTMENT BOARD

Section 1. Creation of Workforce Investment Board: The Consortium Board shall establish a Workforce Investment Board in accordance with the provisions of Sec. 117 of the Workforce Development Act of 1998 and the administrative rules promulgated pursuant thereto. The respective county local elected officials, in accordance with Sec. 117 of Workforce Development Act of 1998 and its amendments and with other federal or state legislation shall appoint the members of the Workforce Development Board. Representation from Saginaw County, Midland County, and Bay County shall be in approximate proportion to their respective populations.

Section 2. Duties and Responsibilities of Workforce Investment Board: Local Workforce Investment Boards in partnership with local elected officials, are responsible for planning and overseeing the local program. The board is responsible for developing the local plan to be submitted to the Governor for approval, designating local one-stop operators, designating eligible providers of training services, negotiating local performance measures, and assisting in developing an employment statistics system.

3. The intent of this Amendment is to augment the authority of the Job Training Partnership Act Consortium, and in no way is meant to limited powers of such consortium, or alter the intent of the original Interlocal Agreement dated June 28, 1983, and all other provisions of the Interlocal Agreement shall remain in full force and effect.

In witness whereof, the undersigned have placed their hands and seals the day and year set below their signatures.

COUNTY OF SAGINAW

By Robert L. Lish  
\_\_\_\_\_, Chairman  
Its Board of Commissioners

Date 2-22-99

COUNTERSIGNED:

By Roland Niederstadt  
\_\_\_\_\_  
Roland Niederstadt  
Clerk of Saginaw County

Date 2-22-99

COUNTY OF BAY

By Eugene F. Swyzdala  
\_\_\_\_\_, Chairman  
Its Board of Commissioners

Date 2-23-99

COUNTERSIGNED:

By Linda L. Tober  
\_\_\_\_\_  
Linda L. Tober, Clerk of Bay County

Date 2-23-99

COUNTY OF MIDLAND

By Betty L. Fillmore  
\_\_\_\_\_, Chairman,  
Its Board of Commissioners

Date January 5, 1999

COUNTERSIGNED:

By Karen A. Holcomb  
\_\_\_\_\_  
Karen Holcomb  
Clerk of Midland County

Date January 5, 1999

AMENDMENT TO INTERLOCAL AGREEMENT

Section VIII of the Interlocal Agreement entered into between the County of Saginaw, County of Midland, and County of Bay on June 28, 1983, pursuant to Act 7 of the Public Acts of 1967, Ex. Sess., as amended, known as the Urban Cooperation Act of 1967, is amended to read as follows:

VIII.

PRIVATE INDUSTRY COUNCIL

Section 1. Creation of Private Industry Council: The Consortium Board shall establish a Private Industry Council in accordance with the provisions of Title I, Sec. 102 of JTPA (29 USCS 1512) and the administrative rules promulgated pursuant thereto. The Private Industry Council shall consist of representatives of the private sector who shall constitute a majority of the membership of the council and who shall be owners of the business concerns, chief officers of nongovernmental employers, or other private sector executives who have substantial management or policy responsibility; and representatives of education agencies (representative of all educational agencies in the Saginaw/Midland/Bay JTPA service delivery area). The balance of the membership shall be from organized labor, rehabilitation agencies, community-based organizations, economic development agencies, and the public employment service or as required by 29 USCS 1512. The respective county local elected officials, in accordance with 29 USCS 1512(d)(2), shall appoint the members of the Private Industry Council. Representation from Saginaw County, Midland County, and Bay County shall be in approximate proportion to

COUNTY OF BAY

By Gary Majeske  
Gary J. Majeske  
County Executive

By: Michael F. Halstead  
Michael F. Halstead, Chairman  
Bay County Board of Commissioners

Date 11-28-88

Date: 11/28/88

COUNTERSIGNED:

By [Signature]  
Clerk of Bay County

*M.F.H.*

INTERLOCAL AGREEMENT

To Establish the

Saginaw County/Midland County/Bay County

JOB TRAINING PARTNERSHIP ACT (JTPA) CONSORTIUM

THIS INTERLOCAL AGREEMENT is entered into as of the 28th day of June, 1983, by and between the County of Saginaw, hereinafter called "SAGINAW", and the County of Midland, hereinafter called "MIDLAND", and the County of Bay, hereinafter called "BAY", pursuant to Act 7 of the Public Acts of 1967, Ex. Sess., as amended, known as the Urban Cooperation Act of 1967.

WITNESSETH:

WHEREAS, the County of Saginaw and the County of Midland and the County of Bay are each public agencies as defined in the Urban Cooperation Act of 1967, Ex. Sess., as amended, and each has the power, privilege and authority herein exercised jointly with the other; and,

WHEREAS, Saginaw, Midland and Bay Counties desire to maintain an optimal level of community service and maintain the maximum efficiency in carrying out the Job Training Partnership Act (JTPA) of 1982; and,

WHEREAS, Saginaw, Midland and Bay Counties have an industrial base and are contiguous in location; and,

II.

STATUTORY AUTHORITY FOR ESTABLISHMENT OF THE CONSORTIUM

Pursuant to the Job Training Partnership Act of 1982, as amended (29 USCS 1501, et seq.), and the regulations promulgated in relation thereto, and pursuant to the Michigan Constitution of 1963, Article VII, §28, and Act 7 of the Public Acts of 1967, as amended, being MCLA 124.501, et. seq., the Saginaw County/Midland County/Bay County Job Training Partnership Act Consortium is hereby established by the mutual agreement of the duly elected legislative bodies of the counties of Saginaw, Midland and Bay, Michigan. This Agreement shall be filed with the County Clerks of the counties of Saginaw, Midland and Bay and with the Secretary of State of the State of Michigan.

III.

POPULATION

The population of the area to be served is 421,518, which is comprised of 228,059 persons in Saginaw County and 73,578 persons in Midland County, and 119,881 persons in Bay County. (Source: U.S. Department of Labor 1980 Census of Population.)

IV.

CREATION OF CONSORTIUM BOARD AND DESIGNATION OF SERVICE DELIVERY AREA

At the effective date of this Agreement, June 28, 1983, there is created the Saginaw County/Midland County/Bay County Job Training Partnership Act Consortium Board (hereinafter called "Consortium Board"). The jurisdictions comprising the Consortium Board--Saginaw County, Midland County, and Bay County shall constitute the service delivery area. The Consortium Board shall be vested with full power and authority as authorized by the Governor, State of Michigan and Federal Acts set forth in this Agreement. The Consortium Board shall be operated in accordance with the requirements of all rules and regulations promulgated under JTPA and any other grant agreements.

Section 3. Meetings of the Consortium Board: The Consortium Board shall meet in an established place which is accessible to the public and shall hold meetings at least quarterly. Prior written notice of each meeting, including agenda and minutes of the last preceding meeting shall be mailed to the clerks of the respective counties and consortium board members not less than five (5) days in advance of a given meeting date. Special meetings shall require representation from each county and items of discussion shall be limited to items on the agenda mailed pursuant to this section. A quorum shall consist of a majority of the Consortium Board members. A quorum shall be required in order to conduct business. In the event a quorum is not present at a scheduled meeting, the Consortium Board may reconstitute itself as a Committee of the Whole for purposes of discussion only.

Section 4. Voting: Affirmative votes of a majority of the membership present shall be required in order to pass any motion or resolution.

Section 5. Compliance With Open Meetings Act: The meetings of the Consortium Board shall be subject to and conform with the requirements of the Open Meetings Act, 1976 P.A. 267, as may be from time to time amended.

Section 6. Rules, Regulations and By-Laws: The Consortium Board shall adopt and establish its own rules and regulations and its own By-Laws for its governance and operation so long as said rules, regulations and By-Laws do not conflict with any of the terms of this Agreement and copies shall be furnished to the Board of Commissioners of each county. Adoption or amendment of the By-Laws shall require a two-thirds (2/3rds) majority of the membership of the Consortium Board. Any proposed amendment to the By-Laws shall be submitted in writing at a meeting and may not be voted upon until the next or succeeding meeting.

7. To enter into contracts and sub-contracts and other necessary agreements.

8. That the individual appointed to the position of Director, Job Training Partnership Act Administration, shall be nominated by the administrative unit and the Consortium Board and the Private Industry Council may either accept or reject the nominee. Termination of a Director so appointed may be effected by a two-thirds (2/3rds) vote of the membership of the Consortium Board and by majority vote of the Private Industry Council. Provided; notice of any proposal for termination shall be submitted to the respective counties and the Private Industry Council in the same manner as notice for regular meetings as found in Sec. 3.

9. The Chairperson of the Consortium Board, or in his/her absence, the Consortium Board's Vice-Chairperson, in accordance with the agreement between the Consortium Board and the Private Industry Council, may be granted the power to sign, execute and do all things incident and necessary to properly submit grant applications and any necessary modifications thereto to the Governor of the State of Michigan regarding the Act, or any employment and training grants. The Chairperson, or in his/her absence, the Vice-Chairperson may perform such duties required by the Act and by the Agreement between the Consortium Board and the Private Industry Council.

## VII.

### DESIGNATION OF CONSORTIUM'S ADMINISTRATIVE UNIT AND SERVICE DELIVERY AREA GRANT RECIPIENT

Section 1. The Private Industry Council, in accordance with an agreement between itself and the Consortium Board, shall select an entity to administer the Job Training Plan. The administrative entity selected may be a unit of general local government in the service delivery area.

Section 2. The Administrative Unit shall serve as fiscal agent and provide professional, technical and clerical staff support to the Consortium Board and Private Industry Council, as requested, and shall comply with the policies, rules, regulations, procedures, and directions of the Consortium Board and the Private Industry Council all in accordance with the agreement between the Consortium Board and the Private Industry Council.

service delivery area). The balance of the membership shall be from organized labor, rehabilitation agencies, community-based organizations, economic development agencies, and the public employment service or as required by 29 USCS 1512.

The Chairperson of the Consortium Board, upon recommendation by each of the respective county local elected officials and in accordance with 29 USCS 1512(d)(2), shall appoint said recommendations to the Private Industry Council. Representation from Saginaw County, Midland County, and Bay County shall be in approximate proportion to their respective populations. Bay County shall appoint 14 members; Saginaw County shall appoint 25 members; and Midland County shall appoint 7 members.

Section 2. Duties and Responsibilities of Private Industry Council:

The council shall provide in partnership with the Consortium, the policy, program guidance, and independent oversight services for all activities under the Job Training Plan for the service delivery area pursuant to Section 103 of the Job Training Partnership Act.

IX.

ALLOCATION OF REVENUES AND FINANCING OF ADMINISTRATION

Each county will be entitled to a share of financial resources granted to the Consortium Board under JTPA or other local, state or Federal legislation based on the formula used, if any, by the granting authority (services to be provided in proportion to said share). Each county will be assessed from State and Federal funds in proportion to its share of the total resources received by the Consortium Board for the support of the area wide planning and administrative activities of the Consortium Board (administrative costs). The remaining funds allocated to each county will be used to support activities which will serve only residents of that county in accordance with the plan approved by the Consortium Board. The Consortium Board shall annually give to each county a list of the proposed contractors and service

XII.

PRIVILEGES, IMMUNITIES AND OBLIGATIONS

Section 1. Privileges and Immunities From Liability: All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agency or employees of any public agency or employees of any participating county, shall apply to the same degree and extent to the performance of such functions and duties of such agents and employees of the Consortium Board and such other Boards as may be created by this Agreement.

Section 2. Employee Rights: Employees of any of the participating counties which, upon approval of their employer, are transferred to and appointed as employees of any of the Boards created by this Agreement shall be entitled to all rights and benefits they possessed at the time of transfer. These employees shall be given seniority credits and sick leave, vacation, insurance, and pension credits in accordance with the records or labor agreements of the former employer. Members and beneficiaries of any pension or retirement system or other benefits established by the former employer shall continue to have rights, privileges, benefits, obligations, and status with respect to the new employer. If transferred employees were not guaranteed sick leave, health and welfare, and pension or retirement pay based on seniority by their former employer, the Boards created hereunder are not required to pay those benefits retroactively. No employee who, upon the approval of his/her employer and any of the Boards created by this Agreement is transferred to a position with any of the Boards created by this Agreement shall by reason of such transfer be placed in any worse position with respect to worker's compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance, or any other benefits that the employee enjoys as an employee of a participating county.

at least two signatories, with signatories as authorized by the Consortium Board. Individuals directly responsible for the handling of cash receipts and disbursements shall be bonded with such sureties as required by State law, the Consortium Board, or the U.S. Department of Labor, whichever is most restrictive.

#### XIV.

##### CHANGES IN STATUTE OR RULES

Section 1. In the event the Job Training Partnership Act of 1982 (29 USCS 1501, et seq.) and the regulations promulgated in relation thereto are amended or repealed, each county who is a signatory to this Agreement may, at its sole discretion, determine whether such a statutory and/or rule changes no longer make it feasible or advisable to carry out this Agreement, then and in that event, the said county may terminate this Agreement by submitting written notice to the other counties 30 days prior to the effective date of changes in said rules or statute and irrespective of paragraph XVI of this Agreement.

Section 2. In the event the Job Training Partnership Act of 1982 (29 USCS 1501, et seq.) and the regulations promulgated in relation thereto are amended or repealed where such change or changes do not impair proceeding with this Agreement, the paragraph or paragraphs of this Agreement which may be in conflict with the new statute or rules shall be formally or impliedly changed and amended to comply with the new statute or rules.

Section 3. This Agreement is intended to comply with the requirements of the Job Training Partnership Act, 29 USCS 1501 et seq. and the rules promulgated thereunder. In the event any part of this Agreement is found to be in conflict with or violation of said Act or rules, then said article and/or section shall be null and void but the balance of the Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals  
the day and year set below their signatures.

COUNTY OF SAGINAW

By Norman E. Howell  
Norman E. Howell, Chairman  
Its Board of Commissioners

Date 6-28-83

COUNTY OF MIDLAND

By Scott W. MacDonald  
Scott W. MacDonald, Chairman  
Its Board of Commissioners

Date 6-28-83

COUNTERSIGNED:

By Gladyz Jane Ormsby  
Clerk of Saginaw County

COUNTERSIGNED:

By Jeffrey Porter  
Clerk of Midland County

COUNTY OF BAY

By William A. Reder  
William A. Reder, Chairman  
Its Board of Commissioners

Date 6-28-83

By Gary J. Majeske  
Gary J. Majeske,  
County Executive

Date 6-28-83

COUNTERSIGNED:

By Stewart Smith  
Clerk of Bay County

**BAY COUNTY BOARD OF COMMISSIONERS**

**4/8/2014**

**RESOLUTION**

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (3/18/14)

WHEREAS, The Great Lakes Bay Michigan Works! has submitted a revised Interlocal Agreement which amends an Interlocal Agreement dated June 28, 1983 establishing the Saginaw County/Midland County/Bay County Job Training Partnership Act (JTPA) Consortium; and

WHEREAS, The proposed new Interlocal Agreement is an entire rewrite of the old Agreement and it streamlines and updates the former agreement; and

WHEREAS, The new Agreement was developed through a joint effort of corporate counsel for all three counties under the direction of the Bay County Consortium Board made up of elected officials from each county; and

WHEREAS, In the 30 years since 1983, Congress changed the workforce system's enabling legislation, many new programs were added by the State and federal governments, the Michigan Works! System was created and the local operation evolved into a truly regional effort resulting in the need for a new Interlocal Agreement; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the attached Restatement of the Interlocal Agreement Dated June 28, 1983, as amended, and authorizes the Chairman of the Board to execute said Interlocal Agreement on behalf of Bay County.

BRANDON KRAUSE, CHAIR  
AND COMMITTEE

Michigan Works! - Interlocal Agreement

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM. \_\_\_\_\_

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
BRANDON KRAUSE				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:

ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_



**BAY COUNTY  
PERSONNEL DEPARTMENT**

**Tim Quinn, Director**  
[quinnt@baycounty.net](mailto:quinnt@baycounty.net)  
(989) 895-4098 (T)  
(989) 895-2076 (F)

**Thomas L. Hickner**  
County Executive

**Tiffany Jerry, Payroll/Benefits Super.**  
[jerryt@baycounty.net](mailto:jerryt@baycounty.net)  
(989) 895-4032 (T)  
(989) 895-2076 (F)

**Janie Tacey, Retirement Adm./Acct.**  
[taceyj@baycounty.net](mailto:taceyj@baycounty.net)  
(989) 895-4043 (T)  
(989) 895-4113 (F)

**Jeanie Deckert, Wellness Coordinator**  
[deckertj@baycounty.net](mailto:deckertj@baycounty.net)  
(989) 895-4087 (T)  
(989) 895-2076 (F)

**Becky Smutek, Payroll Clerk**  
[smutekb@baycounty.net](mailto:smutekb@baycounty.net)  
(989) 895-4044 (T)  
(989) 895-2076 (F)

March 12, 2014

Mr. Brandon Krause, Chairperson  
Personnel/Human Services Committee  
Bay County Board of Commissioners  
515 Center Avenue  
Bay City, MI 48708

Re: Personnel/Human Services Committee Agenda Items

Dear Commissioner Krause:

Please consider the following items for the agenda of your committee for the meeting on March 18, 2014.

1. **Request:** Sheriff Miller has submitted a request to fill a full-time Correctional Facility Officer (CFO) at the Sheriff's Office. Please see Sheriff Miller's letter attached for background and financial information.  
**Recommendation:** Please forward to the full-board for approval to fill the mandated CFO position.
2. **Request:** We are requesting permission to hire an additional full-time Assistant Corporation Counsel, PN10, for a period of one year, to be assessed at the end of that period to determine whether the return-on-investment is sufficient to justify continuing to fund the position.  
**Background:** We have already hired an Assistant Corporation Counsel, PN11, to fill the position that was vacated due to Marty Fitzhugh's retirement. Currently, the office has a backlog of cases; therefore, it would be beneficial to the department to have two attorneys working on the current cases, in addition to any new upcoming cases.

In addition to reducing the backlog of cases, this person would also be working with Purchasing and Finance to integrate and streamline the procurement process. The end product of these efforts would be to create a seamless and transparent system of legal work, including contract and/or RFP utilization that can be accessed by all stakeholders to view where their work is in the process. By using lean techniques,

such as value stream mapping, and by eliminating unneeded steps or processes, a much more agile system capable of rapid throughput will be developed and implemented.

**Finance/Economics:** This will be a full-time, non-represented position. The annual salary will be \$59,425.60 (PN10). This position was added to the budget for 2014, so no budget adjustment will be necessary.

**Recommendation:** Forward to the Board of Commissioners for approval.

3. **Request:** Juli Reynolds has submitted a request to post and fill a part-time Youth Development Worker at the Juvenile Home.

**Background:** They are currently having a hard time filling female BFOQ positions for vacations and fill-in situations.

**Finance/Economics:** This would not affect the budget as the new employee would be working hours that have been approved in the current budget. This position is classified as part-time and is included in the USW part-time union at \$14.18 per hour entry, progressing to \$16.89 per hour after 6 years (TS07) with limited benefits.

**Recommendation:** Please forward to the Board of Commissioners for approval.

4. **Request:** Juli Reynolds has submitted a request to post and fill another part-time cook/driver at the Juvenile Home.

**Background:** The employee currently in this position works seven days per week, including holidays. When this person is off work, there is no one to available to fill-in. This will not affect the current budget as the new employee would work the hours that are approved in the current budget.

**Finance/Economics:** This is a part-time position in the USW union with limited benefits. \$10.95 per hour entry, progressing to \$12.91 per hour after 6 years (TS04).

**Recommendation:** Please forward to the Board of Commissioners for approval.

5. **Request:** Juli Reynolds has submitted a request to post and fill the Part-time Pre-Trial Specialist position.

**Background:** This is a grant-funded position that was recently vacated as a result of an internal promotion.

**Finance/Economics:** Part-time, grant-funded position at \$15.00 per hour with no benefits.

**Recommendation:** Please forward to the Board of Commissioners for approval.

Thank you for your consideration. If you have any questions concerning the items listed, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Tim Quinn" with a stylized flourish at the end.

Tim Quinn, Director  
Personnel and Employee Relations

cc: Tom Hickner  
Crystal Hebert  
Deb Russell  
Cristen Gignac  
Sheriff Miller  
L.S. Sayen  
Juli Reynolds  
Wanda Behmlander

G:\Board\Personnel-Judicial\2014\March.wpd

*John E. Miller*  
*Sheriff Of Bay County*

Troy Cunningham  
Undersheriff

Troy A. Stewart  
Jail Administrator



**RECEIVED**

FEB 28 2014

TO: Tim Quinn  
Personnel Director

**PERSONNEL DEPARTMENT**

FROM: Sheriff John E. Miller *John E. Miller*

DATE: February 28, 2014

RE: Mandated CFO Position

**BACKGROUND:** There will be a vacant position due to the resignation of a full time/with benefits Correctional Facility Officer (CFO) at the Sheriff's Office. This CFO position is budgeted for in the 2014 County Budget.

**FINANCE/ECONOMICS:** Our 2014 budget has funds allocated for the CFO position. The rate of pay for a full-time/with benefits position is \$15.95 per hour and is under the contract of the POAM.

**RECOMMENDATION:** Due to an opening effective February 27, 2014 we need to fill a Correctional Facility Officer (CFO) position, this is a mandated position. Your cooperation and assistance to conduct necessary budget adjustments when required is greatly appreciated in filling this position in order to maintain minimum shift staffing and reducing cost for overtime wages.

CC: Jail Administrator Troy Stewart  
Undersheriff Troy Cunningham  
Brandon Krause, Chairman of Personnel/Judicial  
Hebert, Crystal, Finance Director  
Kim Priessnitz, Budget Supervisor  
Michele Reilly, Personnel (10130100)  
File Copy

Ls/p&j-ofopos2-14

Phone: (989) 895-4050

*Public Safety Depends On You!*  
503 Third Street, Bay City, Michigan 48708

Fax: (989) 895-4058



- 34 -

**BAY COUNTY BOARD OF COMMISSIONERS**  
**4/8/14**  
**RESOLUTION**

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (3/18/14)

RESOLVED By the Bay County Board of Commissioners that concurrence is given to post/advertise/fill the following full time/part time/temporary/seasonal or co-op positions/vacancies/new positions, monies for said positions to come from the respective departmental budgets:

- 1. Sheriff Department - Correctional Facility Officer (CFO) - ft, \$15.95/hr. entry
- 2. Corporation Counsel - Assistant Corporation Counsel (ft, \$59,425.60)
- 3. Juvenile Home
  - a. Youth Development Worker (pt, \$14.81/hr. entry)
  - b. Cook/Driver (pt, \$10.95/hr. entry)
- 4. Community Corrections Program - Pre-Trial Specialist (pt, \$15.00/hr., grant funded)

RESOLVED That budget adjustments, if required, are approved; Be It Further

RESOLVED That due to the Affordable Health Care Act rules and regulations regarding summer employment, the Personnel Director is authorized to hire seasonal help as needed without exceeding the budgeted appropriations;

RESOLVED That it is clearly understood that any positions funded through a grant shall be terminated or hours reduced if grant funding is terminated or reduced.

BRANDON KRAUSE, CHAIR  
AND COMMITTEE

Vacancies - April

MOVED BY COMM. \_\_\_\_\_

SUPPORTED BY COMM.

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
BRANDON KRAUSE				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:  
ROLL CALL: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_  
VOICE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_ EXCUSED \_\_\_\_\_

DISPOSITION: ADOPTED \_\_\_\_\_ DEFEATED \_\_\_\_\_ WITHDRAWN \_\_\_\_\_  
AMENDED \_\_\_\_\_ CORRECTED \_\_\_\_\_ REFERRED \_\_\_\_\_

**OFFICE OF ASSIGNED COUNSEL**  
**REPORT**  
**YEAR TO DATE, 2013**

Total Number of Referrals: ----- 2202

VOP	188	Misd.	1014	Appeals	42	FOC	2
Felony	654	Traffic	294	PPO's	8	Paternity	0

Total Number of New Assignments: ----- 1870

VOP	149	Misd.	867	Appeals	42	FOC	2
Felony	554	Traffic	248	PPO's	8	Paternity	0

Total Number of Defendants Currently Representing - Assigned on New Charges: ----- 317

VOP	38	Misd.	139	Appeals	0	FOC	0
Felony	96	Traffic	44	PPO's	0	Paternity	0

Total Number of Defendants denied Court Appointed Counsel: ----- 15

VOP	1	Misd.	8	Appeals	0	FOC	0
Felony	4	Traffic	2	PPO's	0	Paternity	0

There were a total of **2135** defendants assigned on felonies, misdemeanors, traffic & vop's.

**MALKIN**

New Assignments: ----- 314

Felonies	235
C.C. VOP	79
Misd.	0
Traffic	0

There were a total of **1818** NEW assignments on felonies, misdemeanors, traffic & violations of probation, which the Criminal Defense Office was assigned.

**314** or **17%**

Defendants Currently Representing - Assigned on New Charges: ----- 72

Felonies	29
C.C. VOP	13
Misd.	24
Traffic	6

**MANNIKKO**

New Assignments: ----- 290

Felonies	221
C.C. VOP	69
Misd.	0
Traffic	0

There were a total of **1818** NEW assignments on felonies, misdemeanors, traffic & violations of probation, which the Public Defender's Office was assigned

**290** or **16%**

Defendants Currently Representing - Assigned on New Charges:

76

Felonies	36
C.C. VOP	11
Misd.	27
Traffic	2

**SCHISLER LAW FIRM**

New Assignments:

1114

Felonies	0
C.C. VOP	0
Misd.	866
Traffic	248

There were a total of 1818 NEW assignments on felonies, misdemeanors, traffic & violations of probation, which the Schisler Law Firm was assigned 1114 or 61%

Defendants Currently Representing - Assigned on New Charges:

143

Felonies	19
C.C. VOP	10
Misd.	80
Traffic	34

**PRIVATE COUNSEL**

New Assignments:

100

Felonies	98
C.C. VOP	1
Misd.	1
Traffic	0

There were a total of 1818 NEW assignments on felonies, misdemeanors, traffic & violations of probation, which the Private Counsel was assigned 100 or 6%

Defendants Currently Representing - Assigned on New Charges:

26

Felonies	12
C.C. VOP	4
Misd.	8
Traffic	2

**PROBATE COURT - YTD 2013**

Total Number of Referrals:----- 220

Delinquency	147
Neglect	73

Total Number of New Assignments:----- 183

Delinquency	119
Neglect	64

Total Number of Cases Currently Representing - Assigned on New Charges/Adding New Attorney: ----- 31

Delinquency	22
Neglect	9

Total Number of Referrals denied Court Appointed Counsel: ----- 6

Delinquency	6
Neglect	0

**DELINQUENCY**

NEW ASSIGNMENTS:----- 119

Public Defender	100
Private Attorneys	19

CASE PENDING /  
NEW CHARGES:----- 22

Public Defender	15
Private Attorneys	7

**NEGLECT**

NEW ASSIGNMENTS:----- 64

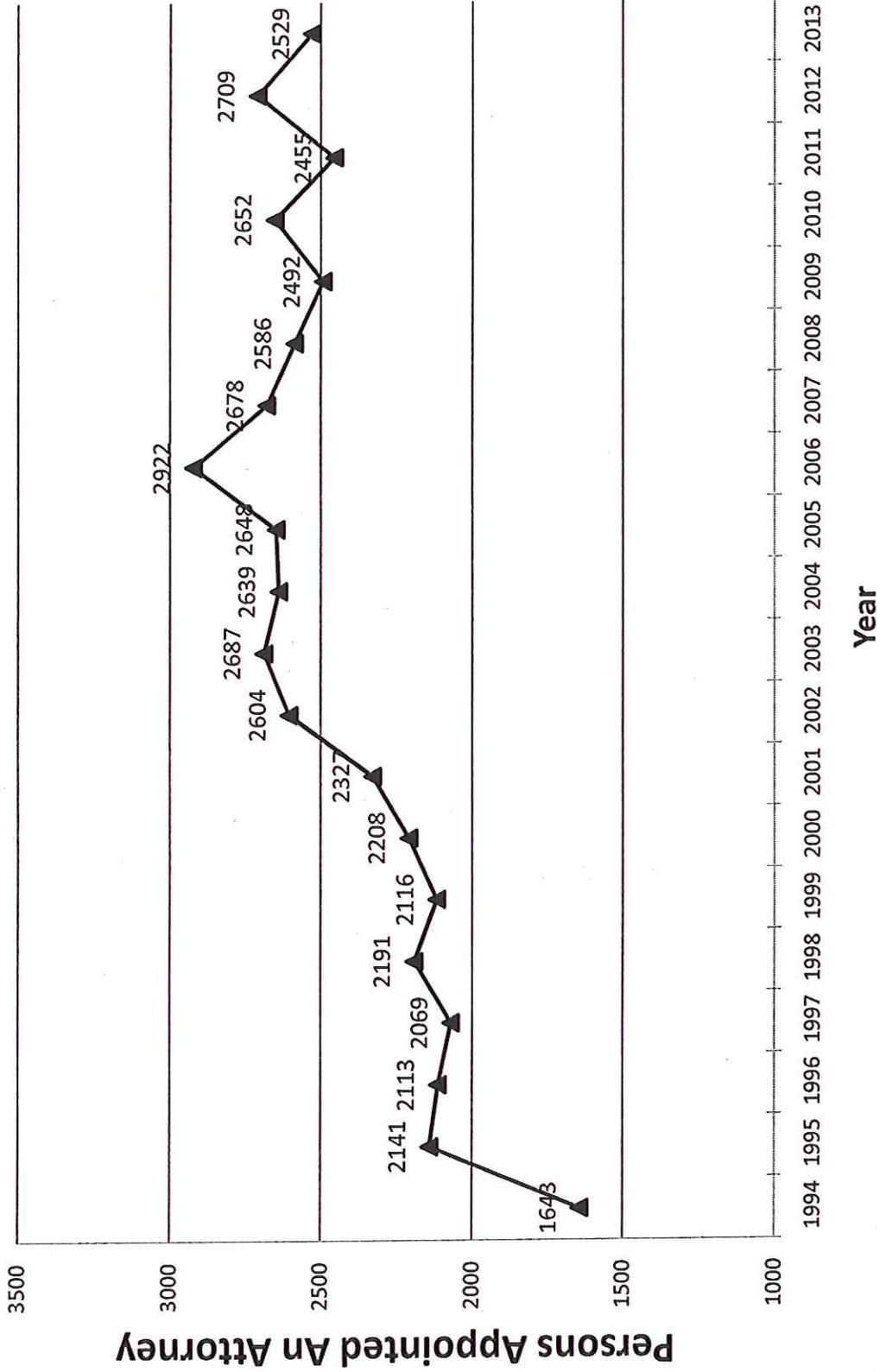
\*Numerous attorneys may be assigned to an individual case.

Public Defender	56
Private Attorneys	136

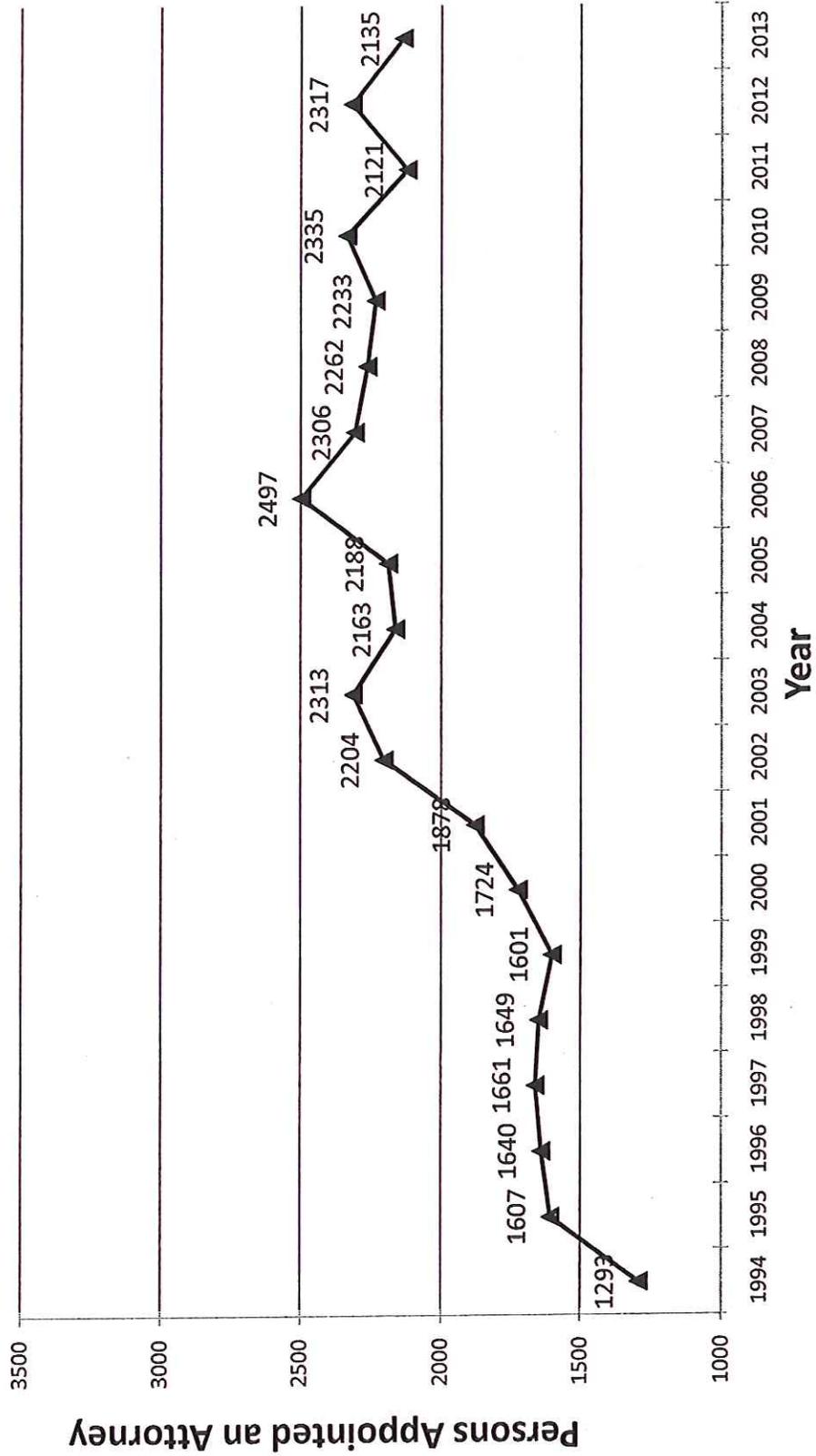
CASE PENDING /  
ADDING NEW ATTORNEY:----- 9

Public Defender	0
Private Attorneys	9

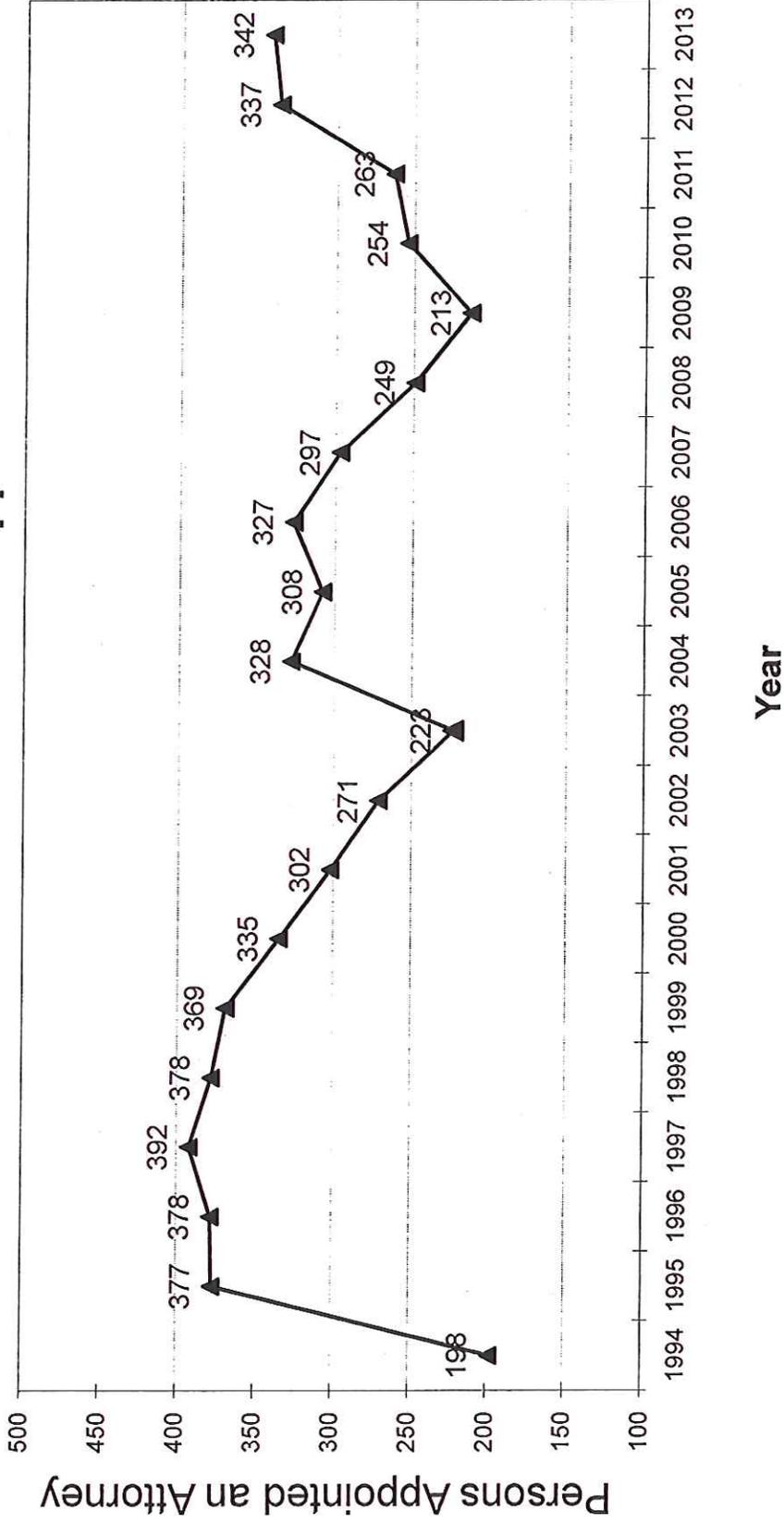
# OFFICE OF ASSIGNED COUNSEL 1994-2013 Total Case Appointments



# OFFICE OF ASSIGNED COUNSEL 1994-2013 Total Criminal Appointments



# OFFICE OF ASSIGNED COUNSEL 1994-2013 Probate Court Appointments



- 1 -

# OFFICE OF ASSIGNED COUNSEL 1994-2013 FOC/Paternity Cases

