



PERSONNEL COMMITTEE

Friday, June 4, 2021
9:00 A.M.

Courthouse & Government Center
Board of Commissioner's Room

AGENDA

1. Call to Order
2. Public Comment
3. Applicant Letter and Authorization to Release Information form for
Boards/Commissions – Appendix A
4. School Resource Officer – Appendix B
5. Other items from Committee members
6. Adjournment

Dear Applicant,

Thank you for your interest in becoming a Board/Commission member with Manistee County. As part of the application process, we routinely check the background of every applicant.

Please complete the attached AUTHORIZATION TO RELEASE INFORMATION form and return it to the Manistee County Clerk's office along with the Application for Boards/Commissions prior to the deadline for the advertised position in which you are applying for.

If you have any questions regarding the application process, please contact the Manistee County Clerk's office at 231-723-3331.

Sincerely,

Jill M. Nowak, Manistee County Clerk

AUTHORIZATION TO RELEASE INFORMATION

First Name _____ Middle Name _____

Last Name _____

Address _____

City _____ State _____ ZIP _____

Previous address if out of State _____

Telephone Number _____

Date of Birth _____ * Race _____ * Gender _____

(*optional)

TO WHOM IT MAY CONCERN:

I am an applicant for a Board/Commission with Manistee County, hereinafter referred to as "County". The County needs to thoroughly investigate my background to evaluate my qualifications to hold the position for which I applied.

I HEREBY AUTHORIZE Manistee County to perform a check of background including:

- ICHAT State of Michigan Police background check
- Any other police and/or agency records to the extent permitted by State and Federal Law.

For and in consideration of the County's acceptance and processing of my application for appointment to a Board/Commission, I agree to hold the County, its agents, and employees harmless from any and all claims and liability associated with my application for appointment to a Board/Commission or in any way connected with the decision whether or not to appoint me to a Board/Commission. I understand that should information of a serious criminal nature surface as a result of this investigation, such information may be turned over to the proper authorities.

I understand my rights under Title 5, United States Code, Section 552a, the Privacy Act of 1974, with regard to access and to disclosure of records, and I waive those rights with the understanding that information furnished will be used by the County in conjunction with appointment procedures.

I understand that all information obtained in the background check process will be kept confidential.

Should there be any questions as to the validity of this release, you may contact me at the address listed on this form.

I agree to indemnify and hold harmless the person to whom this request is presented and his/her agents and employees from any and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or by reason of complying with this request.

Signature of Applicant

Date

_____, Notary Public

Dated: _____ County, Michigan

My Commission Expires: _____

**AGREEMENT
FOR SHERIFF'S SERVICES
BETWEEN THE MANISTEE ISD
AND THE COUNTY OF MANISTEE**

This agreement is made this ____ day of _____, 2021, between the Manistee ISD ("MISD"), and the County of Manistee, by and through its Board of Commissioners and its elected Sheriff (collectively, the "County"). The Agreement facilitates the delivery of additional Sheriff's Services from the County to the MISD:

- A. In addition to the County-funded police protection already being provided to the MISD by the County through the general services of the Sheriff's Office, the MISD wishes to contract for certain additional police services on the terms and conditions set forth herein.

It is agreed as follows:

1. DUTIES OF THE COUNTY

The County, through the Sheriff's Office ("Sheriff"), agrees to provide 1 full-time School Resource Deputy. The School Resource Deputy will be staffed as a full-time equivalent ("FTE"). The School Resource Deputy will be staffed by a Sheriff's Deputy who meets all the following: MCOLES certified and is qualified and trained in accordance with all requirements of Michigan law for police officers, can be lawfully employed under Michigan law as a full-time police officer, and is deputized as a Manistee County Deputy Sheriff. At all times, this deputy will be under the supervision and control of the Sheriff and the Sheriff's Office.

The School Resource Deputy will be employed as a County employee and the County shall pay all wages, salaries, fringe benefits, workers' compensation insurance, unemployment compensation, tax and social security withholdings, uniforms for personnel, and costs of vehicles and other equipment within the guidelines and policies of the County and the Sheriff's Office.

It is understood that the School Resource Deputy will be assigned to work during school days and hours during the course of the school year. The MISD will have regular opportunities to request policing activity through the Sheriff's Office chain of command. The School Resource Deputy will give regular reports to the district Superintendents, executive staff, and principals regarding school safety issues and concerns.

The primary day-to-day responsibilities of the School Resource Deputy will be in the MISD school districts and its facilities and operations. However as a Manistee County Deputy Sheriff they must be available for emergency responsibilities to other deputies serving Manistee County. During the time when school is not in session, the School Resource Deputy will be utilized by the Sheriff to supplement the Road Patrol of the Manistee County Sheriff's Office.

Any vehicles used by the School Resource Deputy will have traditional Sheriff's Office markings.

2. BUDGET

At the beginning of this agreement and annually thereafter, the County shall provide a projected cost of providing the service for the contract year within the guidelines of the County's total budget. The MISD agrees to pay 50% of the School Resource Deputy salary and benefits in accordance with this Agreement. The parties acknowledge that the costs set forth in the County's projections are only estimates. The County reserves the right to modify the estimates to reflect unusual changes in cost, and the MISD agrees to modify its payments after notification of the County's changes. The County will attempt to keep billings as close to original projections as is practicable given the overall Sheriff's Office budget, the County's staffing policies and activities, and cost demands.

3. LIABILITY INSURANCE

The County shall provide and carry all liability insurance to cover the services provided by the School Resource Deputy, including any vehicles for the protection of the MISD and the County. The County shall hold the MISD harmless of all liability or obligation which might arise out of the School Resource Deputy and their work.

4. REIMBURSEMENT TO THE COUNTY

The County will bill the MISD on a monthly basis, and the MISD will pay the County within thirty (30) days following its receipt of the invoice.

5. OPERATIONAL CONTROL

Subject to compliance with the provisions of this Agreement, the Sheriff's Office shall have the sole and absolute control over the supervision, operation and conduct of the School Resource Deputy, and any complaint or request regarding individual personnel matters should be forwarded by the MISD to the Sheriff's Office command.

6. TERMINATION OF THIS AGREEMENT

This Agreement shall run for a minimum of 3 years from the date of signature. The Agreement will then continue indefinitely, provided that either party shall have the right to notify the other party of its intent to terminate this Agreement upon at least one hundred and twenty (120) days advance written notice. The MISD shall pay their obligation per this Agreement through the effective date of termination.

7. INSPECTION OF THE BOOKS

The MISD or its designated agents, accountants or attorneys shall have the right, on reasonable notice to the County and Sheriff's Office, to inspect the books and records of the County and the Sheriff's Office with respect to the operation of the School Resource Deputy and all financial matters included within this Agreement.

IN WITNESS WHEREOF, the County of Manistee has caused this Agreement to be executed by its Chairperson and the Sheriff. The Manistee Intermediate School District has caused this Agreement to be executed by its Superintendent and the Manistee ISD Board Chairperson.

X

Brian Gutowski
Manistee County Sheriff

X

Dave Cox
Manistee ISD Superintendent

X

Jeff Dontz
Manistee County Board Chair

X

Mary Becker-Witt
Manistee ISD Board Chair