



**CLERK**

Jill M. Nowak  
(231) 723-3331

**CONTROLLER/ADMINISTRATOR**

Lisa Sagala  
(231) 398-3504

**PERSONNEL COMMITTEE MEETING**

Friday, June 4, 2021  
9:00 a.m.

Manistee County Courthouse & Government Center  
Board of Commissioners Meeting Room

**Minutes**

**Members Present:** Jeff Dontz (on-line) and Karen Goodman, Chairperson (on-line, City of Manistee)

**Members Absent:** Eric Gustad

**Others Present:** Lisa Sagala, Controller/Administrator; Sheriff Brian Gutowski; Julie Griffis, HR Generalist; Pat Heins, 19<sup>th</sup> Circuit Court Administrator Bruce Schimke, Maintenance Supervisor; Lindsey Marquardt, Chief Deputy County Clerk (Zoom)

The County Board and its Committees are operating remotely and electronically by Zoom under the Manistee County Board of Commissioners Resolution #2020-17, which declared a Local State of Emergency through December 31, 2021 due to the COVID-19 pandemic.

The meeting was called to order at 9:00 a.m. by Chairperson Goodman.

**NOTE-Items requiring Board Action are indicated in BOLD**

**PUBLIC COMMENT**

None.

**APPLICANT LETTER AND AUTHORIZATION TO RELEASE  
INFORMATION FORM FOR BOARDS/COMMISSIONS**

Julie Griffiths, HR Generalist, continues to work on the Authorization to Release Information form for Boards and Commissions. (Appendix A) MMRMA has responded that the form, as it is, may not do enough for the County but did not offer any suggestions for modification. Currently the County only uses iCHAT when running an applicant's background and this only searches records in Michigan. Ms. Griffiths will reach out to other counties to see what their form contains as well as how they run their background checks.

### **SCHOOL RESOURCE OFFICER**

Sheriff, Brian Gutowski, has been working with David Cox, Manistee ISD Superintendent, regarding a School Resource Office. Truancy in schools has been an ongoing issue that has grown substantially during the COVID-19 pandemic and remote learning. The idea is to have a deputy dedicated to the schools during the school year working 8 a.m. to 4 p.m. during the week and then the position would shift over to road patrol during the summer months.

The cost for this position would be split 50/50 with the Manistee ISD paying half and the County of Manistee paying the other. With the elimination of the Lieutenant Emergency Management position the money for this position is already in the Sheriff's budget. This position would work with Onkama Consolidated Schools, Bear Lake Schools, and the Kaleva-Norman-Dickson School districts. Sheriff Gutowski, indicated at this time Manistee Area Public Schools is not interested in utilizing the School Resource Officer but will meet with Superintendent Stoneman to continue discussions. Karen Goodman pointed out that part of combating truancy is having a relationship between the officer and the schools and also being present in the schools. They will need to work with the Prosecuting Attorney to see what and when they will charge for truancy. The goal is to divert truancy from occurring.

The contract would be for three years. (Appendix B) Sheriff Gutowski will create a job description of duties for the position. There are some inhouse deputies that have shown interest in the position. Sheriff Gutowski will advertise for the position if not filled in house and then would advertise for an open deputy position, if necessary.

**Moved by Goodman, seconded by Dontz to recommend approval of a School Resource Officer. Ayes: All. Motion Carried.**

### **OTHER ITEMS**

Lisa Sagala has sent out the Updated Preparedness Plan to employees. Signed forms and copies of vaccination cards have started to be turned into the Administrator's Office. The Courthouse and Government Center will be open to the public starting Monday, June 7, 2021. Masks will

still need to be worn for anyone accessing court areas of the building. Pat Heins, 19<sup>th</sup> Circuit Court Administrator has ordered signs for the Courts regarding mask wearing.

The meeting was adjourned at 9:29 a.m.

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Karen Goodman, Chairperson

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Jeffrey Dontz

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Absent  
Eric Gustad

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.



**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 doing 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

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Mary Becker-Witt  
Manistee ISD Board Chair