

"Menominee – Where the best of Michigan begins"

MENOMINEE COUNTY BOARD OF COMMISSIONERS

*Menominee County Courthouse
839 10th Avenue
Menominee, Michigan 49858-3000*

*Brian R. Bousley - County Administrator
Sherry DuPont - Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
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EXECUTIVE COMMITTEE Of the Menominee County Board of Commissioners

~ A Quorum of the Board may be present ~

DATE: Thursday, August 15, 2013
TIME: 8:15 AM (CST)
PLACE: Menominee County Annex Bldg., Stephenson, MI – Conference room

*******AGENDA*******

1. Call Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Approval of Previous Minutes
July 19, 2013
6. Public Comment *(statements, not debate; limited to 5 minutes per person on agenda items only)*
7. Business
 - a. Discussion with Dr. Coon regarding MSUE MOA with Menominee County.
8. Public Comment *(limited to five minutes)*
9. Adjournment

*Bernie Lang Charlie Meintz - Chairperson Larry Schei - Vice Chairperson James Furlong
Doug Krienke John Nelson Chris Plutchak Gerald Piche Jan Hafeman*

Menominee County Executive Committee Meeting Minutes

July 19, 2013

~~~~~DRAFT~~~~~

The Executive Committee of the Menominee County Board met on July 19, 2013 at 7:30 AM at the Menominee County Annex, Stephenson. Present at the meeting were Com. Charlie Meintz (in at 7:39), Com. John Nelson, Com. Chris Plutchak, Administrator Bousley, Admin. Asst. Sherry DuPont.

**Also Present:** Bob Desjarlais, Mari Negro, Jerry Piche, and other members of the public.

**Agenda:** The agenda was approved by Com. Plutchak and supported by Com. Nelson 2/0

**Previous Meeting Minutes:** Meeting Minutes from Feb. 14, 2013 were approved by Com. Plutchak supported by Com. Nelson 2/0

**Public Comment:** None

**Business: Review of the Menominee County By-laws, Board Rules, County Policies and Charters of standing committees:**

- a. **Committee member per-diems – Bousley:** Article six says “all non-County Board committee members appointed by the Menominee County Board are considered “volunteers” and will not be compensated for meeting fees. Mileage allowance shall be provided at the IRS rate per mile. **Nelson:** This was brought out because it’s not working the way it is. Some committees are paying per diems and some are not. Com. Furlong discussed the reason this was changed in the first place, but now recommends taking a look at this for discussion because it’s not working the way it is. I believe we have to come up with a fair and equitable rate. People are volunteers, I believe they also do a service for the County and that reasonable reimbursement rates should be moved forward. **Plutchak:** Members are volunteers, but they also have a responsibility to the committee. You’re not going to get good people if you don’t have some reason to give them the incentive to be there. **Nelson:** I support the reimbursements. It’s hard to keep a group interested if they’re not paid for their time. **Plutchak:** They’re doing basically the same thing we’re doing. They should be reimbursed for their time.  
**(Commissioner Meintz enters the meeting).** **Nelson:** Recommend to change this to “committee members appointed by the Menominee County Board of commissioners will be paid a per diem (meeting fee) in an amount not to exceed what the County Commissioners are paid per meeting. **Meintz:** I agree with that, then the committee can decide if they want to be strictly volunteer or choose how much they want to pay their members. **Desjarlais:** Volunteers are doing the same workload as the commissioners. I feel the sliding fee scale is a good idea. But put

a max on it. Possibly have less meetings per year. Negro: I think that some committees may be more sought after if one pays more than another. Allow one per diem per day no matter how many meetings they attend. Nelson: I recommend a flat rate fee. Brian: A maximum of \$50 per day per committee and sub-committee will be paid for each organization. Consensus is to move this to the full board for discussion and approval.

- b. **Credit Card Policies** – Nelson: I think we should dump credit cards. Discussion, you can't even make a reservation without a credit card. Nelson: Call and make your own reservation with your own credit card. Meintz: I think the admin office should make all reservations and NOT allow the credit card to leave the office. They pay their own way and get reimbursed upon return. Brian: We'll have to provide a resolution if we make changes. Plutchak: I use them all the time. My guys use them for gas and everything. Nelson: we have gas cards, right? Brian: NO Plutchak: It should be up to the department to track spending. Nelson: I look at the bills every month and there's a lot of stuff on the credit card. Meintz: Some months there are some pretty substantial amounts on the credit card. Plutchak: I think it's one of those things in society now that's necessary to do business. Not everyone has credit of their own. Meintz: That shouldn't be the county's problem. All the more reason they shouldn't be allowed to use the County Credit Card. My recommendation is we have more restrictions on the Credit Card. Admin office should make all hotel reservations. Plutchak: I believe we should have more control over it, but to get rid of it, I don't think is right. Nelson: If they take their own vehicle, they don't get reimbursed for gas? Brian: Correct. Nelson: how many county vehicles do we have? Brian: Three. Plutchak: how often do you have to order things on line, where you'll need the credit card? Nelson: if we're only making a few changes in the policy, maybe we should just let it go. I don't want to put any more work on the Admin. office. Plutchak: Perhaps we should allow the full board to discuss this. Meintz: Maybe we should run this item to the board as an agenda item for discussion. Nelson: if it's not to be withdrawn, there's no reason to make any changes at this time. I'd like to set a per meal rate rather than a daily rate for meals. Meintz: I agree. Discussion of the meal reimbursement breakdown, Nelson: Let's recommend to the full board to change the meal allowance to \$9.00 for breakfast, \$11.00 for Lunch, and \$20.00 for dinner that keeps the \$40/day rate. All commissioners agree to forward to the full board for discussion and approval.
- c. **Personnel Committee** – Discussion about the duties of the Personnel Committee. Currently it is; "Consist of 4 members of the County Board of Commissioners. Shall not be the chairman of the County Board and not a member of the Finance Committee. Negotiate, administer and recommend employee contracts. Review and establish employee job descriptions and classifications. Review and make recommendations to the board in regard to County Personnel Manual." Nelson: Your contract came up and the personnel committee didn't meet. Two months prior to the end of the contract, the personnel com. should have met. Objective criteria is not included in the contract. Brian: There is a review that is done every year. Job descriptions explain the criteria that the review is based on. Meintz: if you don't have expectations written down, how can you review them? Consensus is to have the personnel committee work to include objective criteria into the contracts to allow reviews to be more accurate. Nelson: Continuation of hard to fill positions and the personnel committee. Equalization director, hard to fill position. We don't have anyone working with Peg that is certified, if something happens

and she were to retire tomorrow, that position is hard to fill. We should have a "continuation".

**Meintz:** I think the personnel committee should have more responsibility on cross training. So we can have flawless services from the county, whether someone is out or not. We should have people that have the ability to cover two or three positions.

**DuPont:** I question the contracts. If we have a person at a grade 7 temporarily fill a position that's a grade 9, we're going to have union grievances.

**Nelson:** I didn't say permanent, I said as a temporary fill behind. We should be able to go to the union and ask to put this person in temporarily for 30/60 days.

**Meintz:** I don't have a problem if the union came to us and said we have to pay that person at a grade 9, as long as we provide flawless service. Sherry, as far as the website, you are the only person trained to put things on the web. If you're out and something happens, we don't have anyone who can put things on the web. That's unacceptable.

**Nelson:** There are some things that, by law one person can't do as far as cross training.

**Meintz:** Even if it's different offices that you have to cross train in. To at least allow assistance, answer the phones, take messages. In the past, if one office is flooded with customers, and another is not, maybe they can help out. If the employees feel it's better to sit in their office and twiddle their thumbs, than to assist in another office...**Nelson:** I don't see that is happening. I think that should be in the arena of personnel committee along with the administrator to work on these things. Look at contracts, and dates; what are we going to do to fill behind hard to fill positions? What are we going to do about cross training?

**Plutchak:** if the equalization director quits tomorrow, what would we do?

**Negro:** The equalization director position requires approx. four to five years of training.

**Nelson:** If Peg were to leave today, I think Brian will be crying. That's our budget, that's how we get money. Personnel should look at expectations for positions to make sure we can have a fill behind, temporarily.

**Meintz:** We're facing a possible problem with our medical examiner also.

**Nelson:** think the board should appoint board members to be included in the Union negotiations.

**Plutchak:** That's what Brian's hired for, that's his job to report to us.

**Nelson:** I'm talking a more supportive network. Personnel should work this out too.

**Meintz:** I agree with that 100%. I think we should bring a recommendation to the board to amend the bylaws for the duties of the personnel committee, to add the four duties as we discussed.

**Public Comment:** **Negro:** per diems, some do not have per diems in their bylaws. It's not fair to the volunteers on those committees to not receive per diems.

**Meintz:** That's their option.

**DuPont:** We're going to have to add money into the budget if we add the per diems back in.

**Nelson:** Yes, that's another thing, we realize that.

**Adjournment:** Move by Com. Nelson, supported by Com. Plutchak to adjourn the meeting at 9:05 AM

**Agreement for Extension Services provided by  
Michigan State University**

**COPY**

Michigan State University Extension ("MSUE"), in collaboration with Menominee County ("County") are committed to helping people improve their lives through initiatives in four Extension Educational Program Institutes:

- Enhancing Michigan's First Green Industry: Agriculture & Agribusiness
- Preparing Michigan's Children & Youth for the Future
- Greening Michigan: Leveraging Natural and Human Assets for Prosperity
- Improving the Health & Nutrition of Michigan's residents

MSUE and the County have a long history of working cooperatively to deliver Extension services. We agree to each contribute resources to continue the delivery of Extension services in the County.

**I. Basic Contributions. Generally, each of us agrees to contribute the following:**

**A. MSUE will provide:**

1. Access to programs in all four MSUE Institutes by residents in your County. This includes access to educators appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension educators' salaries and benefits. At least one extension educator will be assigned to your County. The County may contract for additional extension educators at additional cost.
3. A 4-H program coordinator will be assigned for at least .5 FTE to the County, with up to 3.0 FTE assigned based on the youth population of the County. The County may contract for additional FTE employees at additional cost.
4. Administrative oversight of operating expenses for educators, 4-H coordinators, and other MSUE program staff and faculty ("Personnel") who provide programming to counties. Operating expenses include, for example, travel reimbursement, professional development and communications costs.
5. Supervision of the Personnel providing services to the residents of the county.
6. Supervision of County clerical staff assigned to the County Extension office, if desired.
7. Reporting at least once per year on the scope of services provided, the audiences served, and the impacts of programs delivered by MSUE in the County.

**B. The County will provide:**

1. Office space for a County Extension office. The office will include space for at least one extension educator, one 4-H program coordinator and one clerical staff person, access to space for delivering Extension programs, and utilities, including telephone. The office must have access to high-speed internet sufficient to meet the needs of MSUE Personnel. Minimum standards for internet access can be found in Appendix A. The office and meeting space must be at least comparable to the average office space used by County employees. MSUE Administration will work with the county, clients and employees to meet applicable accommodations in order to be compliant with the ADA.
2. Clerical staff for the Extension office that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media.
3. Operating expenses for the office and Personnel.

Menominee County 2011-2012

Name                      Year

## II. Funding

- A. MSU will pay the salary and benefits of the Personnel and the cost of the administrative oversight. These funds will be provided and disbursed within the University.
- B. The County will directly pay for the cost of the clerical staff (salary and benefits) and the general operating costs of the Extension office (see Appendix B).
- C. The County will provide funds to an annual assessment (see Annual Work Plan) that will be charged to the county and administered by MSU. The assessment will fund the operating expenses of the Personnel including the 4-H coordinator and the salary and fringe benefits of the 4-H coordinator position. The operating costs to be funded from the annual assessment are included in Appendix B. The assessment will be reviewed annually by MSU in consultation with the county.

## III. Specific Contributions

Specific contributions and terms specific to the County are listed on Exhibit A, which is attached. Exhibit A will be updated annually to reflect the commitments for the upcoming year.

## IV. Term and Termination

This agreement is effective on October 1, 2011 and terminates on September 30, 2016 (5 yrs later). Either MSUE or the County may terminate this agreement, with or without cause, with 120 days written notice.

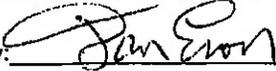
## V. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and the University do not have the relationship of legal partners, joint venturers, principals or agents. MSUE Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** The agreement, with its Exhibit A, is the entire agreement between MSUE and the County, superseding all previous agreements, for the subject matter of this Agreement. The agreement can only be modified in writing signed by both MSUE and the County.
5. **No Third Party Beneficiaries.** The agreement is solely for the benefit of MSUE and the County. It does not create any benefit or right for any other person, including residents of the County.
6. **Indemnification:** Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party's own employees; or from loss or damage to any property, including property owned or in the care, custody or control of the other party, in any way incident to or arising out of the performance or non-performance of services by the other party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties' performance under this Agreement.

7. Non-discrimination: The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. The University, as required by law, will not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

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

**MICHIGAN STATE UNIVERSITY**

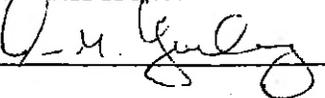
By: 

Daniel T. Evon, Director,  
Contract & Grant Administration

Its: \_\_\_\_\_

Date: 8/4/11

**MENOMINEE COUNTY**

By: 

Its: County Board Chair

Date: 7-27-2011



