

AGENDA

Committee on Personnel AGENDA FOR APRIL 4, 2024 AT 3:15 PM



Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.
To view the meeting live: <https://www.lansingmi.gov/1212/Council-Committee-Meetings>

Council Member Hussain, Chairperson
Council Member Garza, Vice Chairperson
Council Member Spadafore, Member
Council Member Jackson, Member

1. **Call to Order**
2. **Roll Call**
3. **Public Comment on Agenda Items (Up to 3 Minutes)**
4. **Discussion/Action:**
 - A. RESOLUTION - Interim City Internal Auditor
 - B. DISCUSSION - Future of City Internal Auditor
5. **Other**
6. **Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.



CONTRACT EMPLOYEE AGREEMENT

This Contract Employee Agreement ("Agreement"), effective the May 1, 2024, between the City of Lansing ("City") and James DeLine("Contract Employee"), sets forth the agreement of the parties regarding the capacity in which the City Council will retain the services of this Contract Employee. The City and the Contract Employee agree as follows:

1. **Intent:** It is the intent of the City Council and the Contract Employee that the City Council will utilize the Contract Employee's services in the capacity of a temporary contract employee within the City Council Offices (the "Department").
2. **Term:** This Agreement is for a term beginning May 1, 2024 and ending June 30, 2024, unless terminated earlier under section 3 of this Agreement.
3. **Termination:** The Contract Employee's position is temporary, part-time, and "at will". It may be terminated by either the City Council or the Contract Employee at anytime, with or without cause, upon written notice to the other party. Unless terminated earlier under this provision or unless extended in writing prior to the termination date, this Agreement shall terminate and end without any action by either party upon the expiration of the stated term. Except for services performed prior to the date of termination, no compensation or benefit shall be earned, owed or paid after termination except as may be required by law.
4. **Agency:** The City, City Council, its departments, agents, officers, employees and elected officials (collectively, the "Employer") shall not be held responsible for injuries and/or liabilities of and to the Contract Employee, incurred in performing services under this Agreement except insofar as the Workers' Compensation Act may apply and the Contract Employee agrees to release and holds harmless the Employer from all such injuries and/or liabilities that may be incurred. Further, the Contract Employee is excluded from personnel rules governing employment with the City; however, the City Council Personnel Rules and the City's Safety Rule Book shall be followed and are attached and made a part of this Agreement.

5. **Scope of Work:** The Contract Employee shall perform the services and work described in Attachment A, attached and made a part of this Agreement, and such other services and work as may be directed by the President or Vice President (if delegated in writing the responsibility of Council staff operations). The Contract Employee shall be subject to the supervision and control of the City Council President, or when delegated, the Vice President.
6. **Method of Performance:** The Contract Employee shall perform the services and work under this Agreement in a safe manner and use due care so as to accomplish the goals of the position and shall promptly bring to the attention of the supervisor any condition, incident or circumstance the Contract Employee believes, or that would be considered by a reasonably prudent person, to be unsafe, hazardous, illegal, unethical or in conflict with the Scope of Work Section 5. The Contract Employee will perform services and work in the Department in the capacity of **Internal Auditor** Contract Employee and shall not provide the City services and work outside the Scope of the Work or as directed to by the Supervisor.
7. **Employment or Fringe Benefits:** The Contract Employee understands and agrees that he is not entitled to receive any employment benefits from the City, including but not limited to: health, dental, life or disability insurance; retirement or pension plans.
8. **Compensation:** The Contract Employee shall be paid at the rate of **\$59** per hour for up to _____ hours per day; nevertheless, the total number of hours shall not exceed up to _____ hours weekly. This compensation shall be paid by the City's Finance Department by direct deposit on a bi-weekly basis for the previous two weeks services. Payroll deductions for applicable City, State and Federal income tax and FICA will be withheld and deducted from gross pay. No compensation or benefits, except as required by law, shall be owing or be paid after termination of this Agreement. The Contract Employee will be provided a parking space in the lower level of City Hall.
9. **Compliance with Laws:** The Contract Employee shall perform all the services and work under this Agreement in an efficient and conscientious manner, in compliance with applicable laws, rules, regulations, ordinances, orders, permits and licenses required by any governmental agency of competent jurisdiction. In addition, the Contract Employee shall be responsible for obtaining and maintaining, within the subject matter of the services and work, all required licenses, permits, and other approvals relating to the services and work under this Agreement.

Authorized Signatures

City Council President Date: _____

**I hereby certify as to the availability of funds
for the performance of this Agreement as
follows:**

Account Number _____ **Hours per week in**

Approved as to Form

Controller, _____ **Date**

City Attorney _____ **Date**

ATTACHMENT A

SCOPE OF WORK

Duration of contract May 1, 2024 through June 30, 2024

TASKS

Tasks as requested by and approved by Council President

Budget Hearings	Attend Council's budget hearings and Committee of the Whole meetings where the budget appears on the agenda	▪ Create <i>debt book</i> for Council's reference ▪ Provide list of any outstanding questions from last FY's budget process, by associated department ▪ Create and maintain a compiling list of the questions/answers from the budget process
Audit Process & Protocol	Assist in revising/clarifying the full audit process, from referral stage to public dissemination of findings	▪ Include the roles/scope of the individuals involved ▪ Provide your opinion (+/-) of the respective process and its feasibility for implementation within our structure
Audits	Review and complete open audits	▪ City Cell Phone Discrepancy ▪ City new copier impact on City Expenses ▪ City Assets/City Facilities ▪ Administration 2024 Contracts

BY THE COMMITTEE ON PERSONNEL
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, to meet the obligations of the City of Lansing Charter 3-401, the City Council shall appoint a qualified person as the Internal Auditor; and

WHEREAS, the Committee on Personnel met on April 4, 2024 and determined that James DeLine can assist City Council on a temporary basis starting May 1, 2024 and working through June 30, 2024; and

WHEREAS, the Internal Auditor will work up to _____ hours a day, not to exceed _____ hours weekly under contract performing tasks temporarily in the capacity of Internal Auditor listed in Attachment A of the Contract (attached) within the constraints of the current FY2023/2024 budget.

THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves entering into a temporary contract with James DeLine for temporary services in the position of the Internal Auditor on the execution of a contract for a period mentioned above.

CHAPTER 4. - INTERNAL AND EXTERNAL AUDITS

3-401 - Appointment of Internal Auditor; responsibility and removal.

- .1 The City Council shall appoint a qualified person as the Internal Auditor.
- .2 The Internal Auditor shall be responsible to the City Council and may be removed by a majority of the City Council members serving.

3-402 - Powers and duties of Internal Auditor.

- .1 The Internal Auditor shall devote full time to the services of the City and shall assist the City Council in evaluating the planning and budgeting affairs of the City in order to develop and maintain unified City policies.
- .2 The Internal Auditor shall make audits of financial transactions of all City agencies at least once every year or as otherwise directed by the City Council. The Internal Auditor shall have access to the financial and other records of all City agencies at any time.
- .3 The Internal Auditor shall make a full report to the City Council of each individual audit and file a copy with the Mayor and City Clerk. The report shall include any or all of the following as directed by Council:
 - (a) An examination of financial transactions, accounts, contracts and reports, including an evaluation of compliance with applicable laws and regulations;
 - (b) A review of efficiency and economy in the use of resources with recommendations for improvement;
 - (c) A report as to whether desired results are effectively achieved in City programs, services and activities.
- .4 As soon as possible after the close of each fiscal year, the Internal Auditor shall provide an analysis of the financial position of the City. The report shall be a public record.
- .5 The Internal Auditor shall review the administration and performance of any City agency and report findings and recommendations to the City Council and file a copy with the Mayor and the Clerk.
- .6 Whenever appropriate the Internal Auditor shall promptly make a report to the City Council on City agencies or any irregularities of practice and erroneous accounting methods with recommendations for improving the accounting procedures and systems of the agency. A copy of each report on irregularities and erroneous accounting methods shall be referred to the Mayor.
- .7 The Internal Auditor shall evaluate the capital improvement plan.
- .8

The Internal Auditor shall have no authority to audit the activities of the Board of Water and Light except as requested in writing by the Board.

- .9 The Internal Auditor may be authorized by the City Council to hire adequate staff to perform the internal auditing functions. The staff shall serve at the pleasure of the Internal Auditor.

3-403 - Limitations on Internal Auditor.

Except as otherwise provided in this Charter, the Internal Auditor shall not have any connection with any City agency, nor be custodian of any cash or securities belonging to the City.

3-404 - External audit.

- .1 An independent audit shall be made of all accounts of the City government, including the Board of Water and light, at the close of each fiscal year, and shall be completed by October 15th. Special independent audits may be made at any time that the Council may designate. Any such audits shall be made by a certified public accountant designated by the Council. The results of each such audit shall be made public in the manner that the Council determines and copies thereof shall be placed in the office of the Clerk for public inspection.
- .2 The external auditor shall report on the activities and accounts of the Internal Auditor.