A session of the Emmet County Board of Commissioners was held online via ZOOM meetings, on Monday, March 30, 2020.

The meeting was called to order by Chairman Bill Shorter at 6:00pm.

THE PLEDGE OF ALLEGIANCE:

MEMBERS PRESENT:
Present: Toni Drier, Neil Ahrens, Charlie MacInnis, Jim Kargol, Bill Shorter, David White and Izzy Lyman

APPROVAL OF AGENDA:
Motion by White, second by MacInnis that the Board approve the agenda as presented. Motion passed in a unanimous voice vote.

PUBLIC COMMENTS:
None

NEW BUSINESS:
Waiver of Rules and Procedure in Compliance with Governor’s Executive Order: Motion by Lyman, second by Kargol that the Board temporarily waive any rule or subpart of a rule of the Rules of Procedure for the Conduct of Meeting that is in conflict with the Governor’s Executive Orders 2020-15 and 2020-21 until such time the Orders are no longer in effect. Motion passed in a unanimous roll call vote. (Ahrens, Drier, Kargol, Shorter, MacInnis, Lyman, White)

County Administrator’s Contract: Motion by Kargol, second by MacInnis that the Board approve the attached Employment Agreement between the County of Emmet and Michael Reaves as County Administrator, and authorize the Board Chairperson to sign the same. Motion passed in a unanimous roll call vote. (MacInnis, Shorter, Lyman, White, Ahrens, Drier, Kargol)

Shorter thanked Reaves for his hard work thus far. Shorter said it is a good contract and a win for Emmet County. MacInnis stated that Reaves brings stability to the County and hiring him allows the County to focus on other issues that need attention at this time. MacInnis is delighted that Reaves took the position and has the Board’s support to help the County. Kargol thanked Reaves and the staff. Also thanked Reaves’ wife for her sacrifices and support.

PUBLIC COMMENT:
Sheriff Pete Wallin: Stated that the Board did the right thing by hiring Reaves as the County Administrator.

ANNOUNCEMENTS:
The next Committee of the Whole meeting will be on April 13, 2020 at 6:00 p.m. via Zoom. The next regular Board meeting will be on April 23, 2020 at 6:00 p.m. via Zoom.
ADJOURNMENT:
There being no further business, the meeting was adjourned at 6:12 p.m.

Dated: 4/23/2020

Suzanne R. Kanine
Emmet County Clerk

William L. Shorter
Chairman, Emmet County Board of Commissioners
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into between the County of Emmet ("County") and Michael Reaves ("Administrator" or "Employee").

RECITALS

WHEREAS, pursuant to MCL 46.13a and MCL 46.11 (0), the Emmet County Board of Commissioners wishes to employ Michael Reaves as County Administrator under the terms and conditions of this Agreement; and

WHEREAS, it is the desire of the County Board to establish certain conditions of employment, and to set working conditions of said Employee, and to provide certain benefits to said Employee: and

WHEREAS, it is the desire of the County Board to (1) secure and retain the services of Michael Reaves and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee's services should it be necessary to do so; and

WHEREAS, Michael Reaves wishes to accept employment as County Administrator under such terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. DUTIES AND FUNCTIONS. The County agrees to employ Michael Reaves as County Administrator to perform all legally permissible and proper duties and functions that the Emmet County Board of Commissioners ("Board") may from time to time assign to him, including, but not limited to, those set forth in a job description approved by the County Board.

The Administrator shall be allowed to establish an appropriate normal work schedule, which shall be appropriate to the needs of the Employer and shall allow Administrator to faithfully perform his or her assigned duties and responsibilities. In addition, the Administrator agrees that he will work whatever hours may be necessary in the performance of the duties and functions of County Administrator without entitlement to extra compensation for any hours worked outside of normal business hours of the County.

SECTION 2. TERM. Subject to the earlier termination provisions set forth herein, the term of this Agreement will commence on April 1, 2020, and will expire March 31, 2023.

SECTION 3. RELATIONSHIP OF PARTIES. The Administrator will serve at the will and pleasure of the Board, and will be subject to the Board's supervision and direction. The parties understand and agree that the Administrator will be responsible to manage the day-to-day activities of the County that are not assigned by statute to other County officials, and that the Board will give direction to the Administrator on matters of policy.
The Administrator recognizes the importance of the Board of Commissioners understanding his thought processes in the determination of the hiring of key staff. Pursuant to this thought, the Chairperson and/or Vice Chairperson of the Board of Commissioners may sit in on hiring interviews conducted by the Administrator, as an additional set of eyes and ears. At the completion of the interview process, the Administrator may solicit the thoughts and/or opinions of the parties involved in the interview process, although all final decisions on employee hiring and/or termination shall continue to be within the sole purview of the Administrator.

Performance Evaluations

A. Performance year goals and objectives will be mutually discussed and agreed upon by both the Employer and Employee. This will typically occur within the last quarter of the year for the upcoming new year.

B. Employer shall annually review the performance of the Employee through a process agreed upon by the Employer and Employee. The evaluation may be completed verbally and/or in writing as mutually agreed upon by the parties.

C. The Evaluation of the Employee shall be conducted in a closed session of the governing body and shall be considered confidential to the extent permitted by law.

D. If there are changes to performance expectations as a result of the performance evaluation, the Employee will be given a reasonable amount of time to meet the revised expectations.

SECTION 4. COMPENSATION. During the first year of this Agreement, the Administrator will be paid a base annual salary of $118,000. During the second year of this Agreement, the Administrator shall receive a base salary of $121,540, and during the third year, his base salary shall be $125,186, representing an annual increase of 3%. This compensation will be subject to income tax withholding, and will be paid in biweekly installments on the regular paydays of employees of the County.

During the term of this Agreement, the Administrator will receive the following benefits:

A. Dues: Subscriptions. The County will budget and pay for professional dues and subscriptions of the Administrator necessary for his full participation in national, regional, State, and local associations and organizations and for the benefit of the County.

B. Professional Development; Expenses. The County will budget and pay for expenses of the Administrator for professional and official travel, meetings, and other events beneficial to the professional development of the Administrator and for the benefit of the County, including, but not limited to, the annual conference at the International City/County Management Association (ICMA), NACO, the Michigan County Administrators Association, MAC, and such other national, regional, State, and local groups and committees thereof on which the Administrator may serve as a member.

The County will budget and pay for expenses of the Administrator for short courses, institutes, and seminars that are necessary for the Administrator's professional development and for the benefit of the County, subject to budget limitations.
C. Other Business-Related Expenses. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Employer agrees to pay the annual cost for Employee to join and participate in one civic organization (Petoskey Rotary, Kiwanis, or similar organization).

Employer agrees to reimburse Employee up to $600/month for house rental expenses.

Employer agrees to reimburse Employee up to $5,000 for moving and relocation expenses.

E. Vacation; Leave; Holidays.

1. Vacation. Upon hire, and thereafter on January 1 of each year, the County will credit the Administrator with 120 hours of vacation time. The Administrator may bank up to eight (8) weeks of vacation time. In addition, the Administrator shall be credited with his existing vacation bank of 40 hours. Upon separation from employment, the Administrator will be entitled to payment for all banked and unused accrued vacation time at the Administrator’s regular rate of pay.

2. General Leave Time. On January 1 of each year, the Administrator will be credited 96 hours of general leave time, eight (8) hours of personal time and 24 hours of floating leave time to be used at the Administrator’s discretion. There will be no accrual. Upon separation, unused leave under this Section will be paid out at the Administrator’s regular rate of pay.

3. Holidays. Administrator will be entitled to the Holidays as stated in the County Policy Manual.

F. Disability; Health; Life Insurance.

1. The County will provide the Administrator with the same health insurance coverage as non-bargaining employees of the County. Employee may opt out if other insurance available and receive a monthly opt out of $400.

2. The County will provide the Administrator with the same short-term and long-term disability plan coverage as non-bargaining employees of the County.

G. Retirement. The County will provide the Administrator with coverage in a retirement plan of the Administrator's choice, with the County's contribution being 8% of the Administrator's base pay per year, paid on a bi-weekly basis.
In addition, the Administrator will be entitled to those benefits set forth in the County Policy Manual that are not in conflict with this Agreement.

SECTION 5. TERMINATION.

A. By the County. The Administrator will serve at the will and pleasure of the Board and the Board may terminate this Agreement at any time, with or without cause, upon 30 days' prior written notice to the Administrator. After such notice of termination, the Administrator shall continue to perform the duties set forth herein as may be directed by the Board.

Except for instances when the Administrator is terminated for cause (as more fully described below), in event that the Administrator is terminated under this provision during the first year of this agreement, Employer agrees to pay the Administrator a lump sum payment equal to 6 months aggregate salary, accrued benefits (including vacation, general leave and retirement payments) and insurance opt out payments (if applicable). If so terminated during the 2nd or 3rd years of this agreement, the payment shall be equal to 7 months aggregate salary and accrued benefits.

B. Termination for Cause. Notwithstanding the provisions of Section 5 Paragraph A. above, the following reasons constitute grounds to terminate Employee without requiring the County to make the severance payments stated in that paragraph:

1. A finding by the County Commission that the Employee has willfully and materially failed to perform the duties of Administrator that has continued after employee has received notice of the deficiency.

2. Conviction of a felony.

3. Conviction of a criminal act.

If Employee is terminated for cause (as specified herein), the Employee shall not be eligible for Severance payments as set forth above.

Prior to termination for cause, Employer shall provide Employee with written notice of the proposed termination which includes the reason and factual basis for such action. Employee may request an opportunity to respond to the notice. Should Employee request, he will be allowed the opportunity to come into compliance with this Agreement or his duties. A reevaluation of his performance will then take place. If the grounds for termination have not been corrected within a reasonable time, the Employer may proceed with termination.

C. By the Administrator. The Administrator will have the right to voluntarily resign from the position thereby terminating this Agreement, upon a minimum of 30 days' advance written notice to the County.

D. Termination upon Death or Disability of Administrator. In the event of the death or if the Administrator becomes totally disabled or otherwise unable to perform his duties because of long term illness, accident, injury or mental incapacity for a period of greater than three (3)
months unless otherwise provided by law or County Policy this Agreement will terminate. The amount of any unpaid accrued compensation and benefits will be paid to the Administrator or his estate, as applicable, and the severance provisions of Section 5, Paragraph A shall not apply.

SECTION 6. ENTIRE AGREEMENT. This Agreement contains all of the terms and conditions agreed to by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto.

SECTION 7. SEVERABILITY. If any provision or portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions shall not be affected thereby, but shall be valid and in force to the fullest extent allowed by law.

SECTION 8. APPLICABLE LAW. This Agreement shall be construed and governed in accordance with the laws of the State of Michigan.

SECTION 9. AMENDMENT OR MODIFICATION. The terms of this Agreement, including, but not limited to, compensation of the Administrator, may be amended or modified only by written agreement of the parties or by changes in applicable law that mandate alteration of a term or terms of this Agreement.

SECTION 10. HEADINGS. The descriptive headings used in this Agreement are for convenience only and are not to be used in its construction.

SECTION 11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County of Emmet has caused this Agreement to be signed and executed on its behalf by the Chairperson of the Board of Commissioners, duly attested by to Clerk and Employee, signed and executed by himself on the date noted below.

Agreed to this ____ day of March, 2020 at Petoskey, Michigan.

WITNESSES:

Suzanne Kanine, County Clerk

William Shorter, Chairperson,
Emmet County Board of Commissioners

Dated: __________________________

Michael Reaves

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