



# Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CHAIRPERSON  
Jeffrey Dontz  
VICE-CHAIRPERSON  
Brook Shafer

Mark Bergstrom  
Karen Goodman  
Ken Hilliard  
Alan Marshall  
Richard Schmidt

CLERK

Jill Nowak  
(231) 723-3331

CONTROLLER/ADMINISTRATOR

Thomas Kaminski  
(231) 398-3504

## PERSONNEL COMMITTEE

Wednesday, August 10, 2016  
1:00 p.m.

Manistee County Courthouse & Government Center  
Board of Commissioners Meeting Room

### Minutes

Members Present: Ken Hilliard, Chairperson, Mark Bergstrom and Jeff Dontz

Members Absent: None

Others Present: Tom Kaminski, Administrator/Controller; Lisa Sagala, Human Resources Manager/Assistant Administrator; Bruce Schimke, Maintenance Supervisor; Roger Elbers, Equalization Director; Pat Heins, 19<sup>th</sup> Circuit Court Administrator; Lindsey Marquardt, Chief Deputy Clerk.

The meeting was called to order at 1:21 p.m.

### NOTE – Items requiring Board Action are indicated in BOLD

#### RECOMMENDATION TO RENEW EMPLOYMENT CONTRACTS

The Committee reviewed and discussed renewal of the Employment Agreements with the County Planner, Human Resources Manager/Assistant Administrator, Maintenance Supervisor, Director of Equalization, Finance Officer and Lt. Jail Administrator. (APPENDIX A) Mr. Elbers, Director of Equalization, requested a 2% wage increase. The Committee discussed increasing all contract employee wages by 2%.

**Moved by Bergstrom, seconded by Dontz to recommend that effective October 1, 2016 the Employment contracts of the County Planner, Human Resources Manager/Assistant Administrator, Maintenance Supervisor, Director of Equalization, Finance Officer and Lt. Jail Administrator be renewed for a one-year period with a 2% increase in the wage for each position and Except as otherwise provided in the Agreement, the Employee shall be entitled to the same economic fringe benefits provided to non-Union, non-Court state, including any required premium contribution(s), excluding any benefits not appropriate for an executive employees and authorize the County Board Chairperson to sign the same.**  
**Ayes: All. Motion Carried.**

## **RECOMMENDATION REGARDING CHANGES TO HEALTH CARE PLAN**

### **AND REQUIRED EMPLOYEE CONTRIBUTION AMOUNT**

Lisa Sagala, Human Resources Manager/Assistant Administrator, discussed the changes to the Health Care plan for the County. With the County reimbursing from a PPO3 to a PPO4 and employees will continue to contribute 9% toward Health Insurance premium costs. The figures have been factored into the Budget for FY 2016/17.

**Moved by Dontz, seconded by Bergstrom to recommend that the County change to from a PPO3 to a PPO4 health care plan and that the required employee contribution amount remain at 9%. Ayes: All. Motion Carried.**

## **RECOMMENDATION REGARDING WAGE INCREASES**

The Committee discussed wage increases for all non-union, Elected Officials and all Court employees.

**Moved by Bergstrom, seconded by Dontz to recommend the approval of a wage increase for all non-union, Elected Officials and all Court employees for two (2) % effective October 1, 2016. Ayes: All. Motion Carried.**

## **OTHER ITEMS FROM COMMITTEE MEMBERS**

### **APPLICATION FOR PURCHASE OF MERS YEARS OF SERVICE**

Lisa Sagala, informed the Committee that she received an application from an employee to purchase years of service from MERS. The application is to purchase three (3) years and seven (7) months of service at no cost to the County. The cost will be paid 100% by the employee.

**Moved by Bergstrom, seconded by Dontz to recommend that the application be submitted to MERS to allow the employee to purchase three (3) years and seven (7) months of service at no cost to the County. Ayes: All. Motion Carried.**

Lisa Sagala informed the committee that there is a POLC mediation meeting scheduled for August 30, 2016 at 10:00 a.m. A grievance has been received from the same union and since all members will be present for the mediation meeting at 10:00 a.m., a meeting has been set for 9:00 a.m. the same day, August 30, 2016, to address the grievance.

The next Personnel Committee meeting has been changed to September 14, 2016.

The next Public Safety meeting has been changed to September 14, 2016.

Pat Heins, 19<sup>th</sup> Circuit Court Administrator, addressed to the Committee regarding the status of condensing the pay steps. The Committee informed Ms. Heins that the biggest hurdle at this time, of implementing condensed pay steps, is the cost involved. The Committee continues to look into a solution.

Bruce Schimke, Roger Elbers and Pat Heins left meeting (1:47 p.m.)

**MOTION TO ENTER INTO CLOSED**

Moved by Bergstrom, seconded by Hilliard to enter into Closed Session for the purpose of discussing P.O.L.C. Grievance #16-42, pursuant to Section 8(c) of the Michigan Open Meetings Act. Lisa Sagala, Personnel Officer/Administrative Assistant; Tom Kaminski, County Controller/Administrator; Lindsey Marquardt, Chief Deputy County Clerk, are granted permission to remain in the room to participate in the closed session discussion.

YEAS: 3 Bergstrom, Dontz, Hilliard

NAYS: 0 None

Motion Carried

+++++

**MOTION TO RETURN TO OPEN SESSION**

Moved by Bergstrom, seconded by Dontz to return to open session of the Manistee County Personnel Committee.

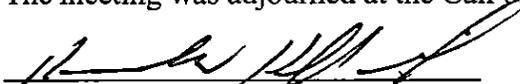
YEAS: 3 Bergstrom, Dontz, Hilliard

NAYS: 0 None

Motion Carried

+++++

The meeting was adjourned at the Call of the Chair at 1:59 p.m.

  
\_\_\_\_\_  
Kenneth Hilliard, Chairperson

  
\_\_\_\_\_  
Mark Bergstrom, Commissioner

  
\_\_\_\_\_  
Jeff Dontz, Commissioner



**Manistee County Board of Commissioners**

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(231) 723-3331

**CONTROLLER/ADMINISTRATOR**

Thomas Kaminski  
(231) 398-3500

**EMPLOYMENT AGREEMENT**

**Manistee County Planner**

This Agreement is entered into this 1st day of October, 2015, between the Manistee County Board of Commissioners, hereinafter referred to as "Employer", and Robert T. Carson, hereinafter referred to as "Employee".

The Board is desirous of retaining Mr. Carson in the position of Manistee County Planner and Mr. Carson is desirous of accepting said position pursuant to the terms and conditions hereinafter set forth.

**RECITALS:**

1. Employment and Duties:

- A. The Employer hereby affirms its appointment of the Employee to the position of County Planner for the County of Manistee, Michigan.
- B. Under the supervision and direction of the Manistee County Controller/Administrator, in coordination with Planning Commission objectives, is responsible for providing professional planning services to the County and as requested, to townships and municipalities. Additional duties include performing administrative and supervisory duties in the Planning Department and other projects as directed by the Planning Commission and Board of Commissioners. Also represents the County on various County-wide Boards, Commissions or special purpose initiatives.
- C. The Employee shall perform other duties and activities as assigned by official action of the Board of Commissioners, Planning Commission and/or as directed by the County Controller/Administrator.

2. Term:

The term of this Agreement shall be for a period of two (2) years, renewable on an annual basis.

3. At Will Employment:

The Employee understands and agrees that his employment as County Planner of Manistee County is "at will" and may be terminated for any reason or no reason.

4. Compensation:

For his services as Manistee County Planner, the Employer agrees to pay the Employee an annual salary. In no event shall the annual compensation be less than \$62,862.70.

FY 2015-16: \$62,862.70

FY 2016-17: TBD

Adjustments to be made by the Employer at its discretion. The salary shall be subject to payroll deductions required by law or requested by the Employee and determined to be available and proper.

5. Benefits:

- A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the same economic fringe benefits provided non-Union, non-Court staff, including any required premium contribution(s), excluding any benefits not appropriate for an executive employee.

6. Vacation:

The Employee must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued. The Employee shall be entitled to ten (10) paid vacation days per calendar year and may carry no more than five (5) vacation days to be used by March 31, of the following year and approval for use must be obtained from the County Controller/Administrator. The Employee shall be entitled to fifteen (15) paid vacation days after five (5) years of continuous employment and twenty (20) paid vacation days after ten (10) years of continuous employment. The Employee shall be entitled to one (1) additional vacation day per year after completion of twenty (20) years of continuous employment, to a maximum of twenty-five (25) days. Vacation time shall not accumulate and the Employee shall not be paid for such days, except for the unused balance at the time of termination of this Agreement. Vacation periods shall be selected by the Employee during periods of time less disruptive to the operations of the County and shall be subject to approval by the Employer. The Employee shall also be entitled to six (6) paid personal days per year, with up to three (3) unused days payable at the current rate of pay at each year end.

7. Hours of Work:

It is recognized and understood that the Employee must devote a significant amount of time outside the normal office hours to business of the Employer, and to that end, Employee will be allowed to work flexible hours subject to the review and approval of the Employer. It is the understanding of the parties that the Employee shall work a minimum of thirty-seven and one-half (37.5) hours per week.

8. Retirement:

The Employee shall be enrolled in the Municipal Employees' Retirement System (MERS) during the term of this Agreement at the B-4, F55/20 level. The Employee shall be required to make the same member contribution as required in the Manistee County Executive Employee group.

9. Business Expenses:

Actual and necessary expenses incurred by the Employee in the performance and discharge of official duties and functions authorized by the Employer shall be reimbursed upon submission of receipts and appropriate vouchers.

10. Professional Development and Meetings:

The Employee may and is encouraged to attend official conferences or meetings approved by the Employer and subject to budget limitations. All actual and reasonable travel and lodging expenses necessary to permit the Employee to attend such conferences or meetings shall be paid by the Employer.

11. Membership and Dues:

The Employer agrees to pay the membership and dues to permit the Employee to be a member of professional organizations and such other organizations as approved by the Employer and subject to budget limitations.

12. Performance Evaluation:

The Employer shall review and evaluate the performance of the Employee, in writing, on or before December 31 of each year of the term. The review and evaluation shall be in accordance with the Performance Evaluation Policy and based upon criteria adopted by the Employer. Criteria may be added or deleted as the Employer may from time to time determine, with notice to the Employee. The Employee shall have an opportunity to discuss his evaluation with the Employer. Annually, the Employer and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the County and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

13. Residence:

The Employee agrees to maintain his residence in Manistee County, Michigan, during the term, including any renewals or extensions.

14. Bonding:

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law.

15. Other Terms and Conditions of Employment:

The Employer, in consultation with the Employee, shall adjust any other term and condition of employment relating to the performance of the Employee as it may determine reasonable from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any applicable law.

16. Termination:

- A. Termination by Employee. This Agreement may be terminated upon ninety (90) days advance written notice provided by the Employee to the Employer, or by the death or incapacity of the Employee. In the event of any such termination, the Employee shall not be entitled to severance payment from the County. If the Employee fails to provide this notice, he will forfeit any accrued paid time off which he may be entitled to when this Agreement is terminated. If the Employer receives the Employee's notice of voluntary termination, the Employer may, at its sole discretion, immediately effect the voluntary termination of the Employee's employment. Any voluntary termination of this Agreement by the Employee as described in this provision shall terminate the rights and obligations of each of the parties.
- B. Termination by Employer. The Employee understands that he serves at the pleasure of the Employer and may be removed with or without cause at any time.
- C. Termination by Employer With Cause. In the event the Employer terminates this Agreement for cause, the termination shall be effective on the date of the Employer's oral or written notice of termination and the Employee shall be paid for wages and benefits which accrued through the date of termination only.
- D. Termination by Employer Without Cause. In the event the Employer exercised its right to terminate the Employee for any reason other than for

cause pursuant to Paragraph 15.B. above, the Employee shall be entitled to severance payment in the amount of the wages and the value of fringe benefits not to exceed three (3) months.

17. Indemnification:

The Employer shall indemnify the Employee against expenses (including attorney fees) and amounts paid in settlement actually and reasonably incurred by him in connection with the defense of any civil, criminal or administrative action, suit or proceeding in which he is made a party or with which he is threatened, by reason of being or because of any act as Director of Equalization within the course and scope of his duties and employment hereunder if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Employer, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, he shall not be entitled to indemnification regarding (1) any matter in which he shall be adjudged to be liable for negligence or misconduct in the performance of his duties, or (2) any matter in which he fails to notify the Employer of a claim within a reasonable time or fails to cooperate in the defense of such claim, but only to the extent that the defense of such claim is prejudiced by his failure to give notice or to cooperate.

18. Assignment:

This Agreement is to personal services and is not assignable.

19. Governing Law:

Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement.

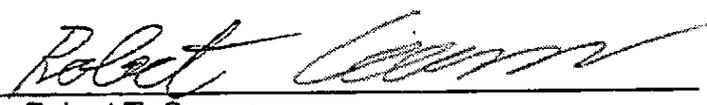
20. Amendment:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended, except by an instrument in writing, duly adopted and executed by the parties.

MANISTEE COUNTY BOARD OF COMMISSIONERS

By:   
Kenneth Hilliard, Chairperson

Dated: 10.05.15

By:   
Robert T. Carson  
Manistee County Planner

Dated: 9/30/15



Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

A-6  
OFFICE OF  
CONTROLLER/  
ADMINISTRATOR  
231-398-3500 • Fax 231-723-1795  
www.manisteecountymi.gov

## EMPLOYMENT AGREEMENT

### Human Resources Manager/Assistant Administrator

This Agreement is entered into this 1<sup>st</sup> day of October, 2015, between the Manistee County Controller/Administrator, hereinafter referred to as "Employer", and Lisa M. Sagala, of Manistee County, Michigan, hereinafter referred to as "Employee".

The County Controller/Administrator is desirous of retaining Ms. Sagala in the position of Personnel Officer/Administrative Assistant and Ms. Sagala is desirous of accepting said position pursuant to the terms and conditions hereinafter set forth.

#### RECITALS:

1. Employment and Duties:

- A. The Employee agrees to follow, recommend and implement policies, and amendments of the same which are made from time to time, of the Employer relating to the integrity and accuracy of all functions of employee relations, including, without limitation, general administration, the formulation and implementation of the County's goals, objectives, policies and priorities, providing complete administrative support to the Employer and the County Board of Commissioners, administration of the County's fringe benefit program, administration of the County's Job Classification and Salary Administration System, labor negotiations, employee relations, and various other internal services.
- B. The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on the Employee's time off.
- C. The Employee will perform other duties and activities as directed by the County Controller/Administrator.

2. Term:

The term of this Agreement shall be for a period of two (2) years, renewable on an annual basis.

3. At Will Employment:

The Employee understands and agrees that her employment as Human Resources Manager/Assistant Administrator of Manistee County is "at will" and may be terminated for any reason or no reason.

4. Compensation:

For her services as Human Resources Manager/Assistant Administrator, the Employer agrees to pay the Employee an annual salary. In no event shall the annual compensation be less than \$55,365.01.

FY 2015-16: \$55,365.01

FY 2016-17: TBD

Adjustments to be made by the Employer at its discretion. The salary shall be subject to payroll deductions required by law or requested by the Employee and determined to be available and proper.

5. Benefits:

Except as otherwise provided in this Agreement, the Employee shall be entitled to the same economic fringe benefits provided non-Union, non-Court staff, including any required premium contribution(s), excluding any benefits not appropriate for an executive employee.

6. Vacation:

The Employee must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued. The Employee shall be entitled to ten (10) paid vacation days per calendar year and may carry no more than five (5) vacation days to be used by March 31, of the following year and approval for use must be obtained from the County Controller/Administrator. The Employee shall be entitled to fifteen (15) paid vacation days after five (5) years of continuous employment and twenty (20) paid vacation days after ten (10) years of continuous employment. The Employee shall be entitled to one (1) additional vacation day per year after completion of twenty (20) years of continuous employment, to a maximum of twenty-five (25) days. Vacation time shall not accumulate and the Employee shall not be paid for such days, except for the unused balance at the time of termination of this Agreement. Vacation periods shall be selected by the Employee during periods of time less disruptive to the operations of the County and shall be subject to approval by the Employer. The Employee shall also be entitled to six (6) paid personal days per year, with up to three (3) unused days payable at the current rate of pay at each year end.

7. Retirement:

The Employee shall be enrolled in the Municipal Employees' Retirement System (MERS) during the term of this Agreement at the B-4, F55/20 level. The Employee shall be required to make the same member contribution as required in the Manistee County Executive Employee group.

8. Business Expenses:

Actual and necessary expenses incurred by the Employee in the performance and discharge of official duties and functions authorized and approved by the Employer shall be reimbursed upon submission of receipts and appropriate vouchers consistent with Manistee County's policies as approved by the Board of Commissioners.

9. Professional Development and Meetings:

The Employee may and is encouraged to attend official conferences or meetings approved by the Employer and subject to budget limitations. All actual and reasonable travel and lodging expenses necessary to permit the Employee to attend such conferences or meetings shall be paid by the Employer consistent with the policies as approved by the Board of Commissioners.

10. Membership and Dues:

The Employer agrees to pay the membership and dues to permit the Employee to be a member of professional organizations and such other organizations as approved by the Employer and subject to budget limitations.

11. Hours of Work:

It is recognized and understood that the Employee must devote a significant amount of time outside the normal office hours to business of the Employer, and to that end, Employee will be allowed to work flexible hours subject to the review and approval of the Employer. As a salaried employee, the Employee is on-call and available during the business hours of the County of Manistee. It is the understanding of the parties that the Employee shall work a minimum of thirty-seven and one-half (37.5) hours per week.

12. Performance Evaluation:

The Employer shall review and evaluate the performance of the Employee, in writing, on or before December 31 of each year of the term. The review and evaluation shall be in accordance with the Performance Evaluation Policy and based upon criteria adopted by the Employer. Criteria may be added or deleted as the Employer may from time to time determine, with notice to the Employee. The Employee shall have an opportunity to discuss her evaluation with the Employer. The Employer, with input from the Employees, shall define such goals and performance objectives which they determine necessary for the proper operation of the County and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

13. Residence:

The Employee agrees to maintain her residence in Manistee County, Michigan, during the term, including any renewals or extensions.

14. Bonding:

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law.

15. Other Terms and Conditions of Employment:

The Employer, in consultation with the Employee, shall fix any other term and condition of employment relating to the performance of the Employee as it may determine reasonable from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any applicable law.

16. Termination:

A. Termination by Employee. This Agreement may be terminated upon ninety (90) days advance written notice provided by the Employee to the Employer, or by the death or incapacity of the Employee. In the event of any such termination, the Employee shall not be entitled to severance payment from the County. If the Employee fails to provide this notice, he will forfeit any accrued paid time off which he may be entitled to when this Agreement is terminated. If the Employer receives the Employee's notice of voluntary termination, the Employer may, at its sole discretion,

immediately effect the voluntary termination of the Employee's employment. Any voluntary termination of this Agreement by the Employee as described in this provision shall terminate the rights and obligations of each of the parties.

- B. Termination by Employer. The Employee understands that she serves at the pleasure of the Employer and may be removed with or without cause at any time.
- C. Termination by Employer With Cause. In the event the Employer terminates this Agreement for cause, the termination shall be effective on the date of the Employer's oral or written notice of termination and the Employee shall be paid for wages and benefits which accrued through the date of termination only.
- D. Termination by Employer Without Cause. In the event the Employer exercised its right to terminate the Employee for any reason other than for cause pursuant to Paragraph 15.B. above, the Employee shall be entitled to severance payment in the amount of the wages and the value of fringe benefits not to exceed three (3) months.

17. Indemnification:

The Employer shall indemnify the Employee against expenses (including attorney fees) and amounts paid in settlement actually and reasonably incurred by her in connection with the defense of any civil, criminal or administrative action, suit or proceeding in which she is made a party or with which she is threatened, by reason of being or because of any act as Personnel Officer/Administrative Assistant within the course and scope of her duties and employment hereunder if she acted in good faith and in a manner she reasonably believed to be in or not opposed to the best interest of the Employer, and with respect to any criminal action or proceeding, had no reasonable cause to believe her conduct was unlawful. Notwithstanding the foregoing, she shall not be entitled to indemnification regarding (1) any matter in which she shall be adjudged to be liable for negligence or misconduct in the performance of her duties, or (2) any matter in which she fails to notify the Employer of a claim within a reasonable time or fails to cooperate in the defense of such claim, but only to the extent that the defense of such claim is prejudiced by her failure to give notice or to cooperate.

18. Assignment:

This Agreement is to personal services and is not assignable.

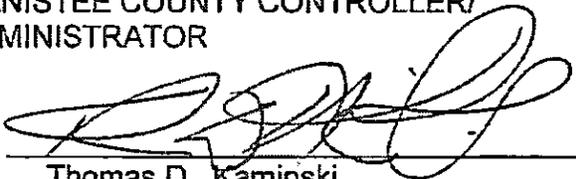
19. Governing Law:

Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement.

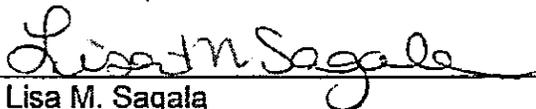
20. Amendment:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended, except by an instrument in writing, duly adopted and executed by the parties.

MANISTEE COUNTY CONTROLLER/  
ADMINISTRATOR

By:   
Thomas D. Kaminski

Dated: 9/30/15

By:   
Lisa M. Sagala  
Human Resources Manager/  
Assistant Administrator

Dated: 9/29/15



Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

**EMPLOYMENT AGREEMENT**

**Maintenance Supervisor**

This Agreement is entered into this 1<sup>st</sup> day of October, 2015, between the Manistee County Controller/Administrator, hereinafter referred to as "Employer", and Bruce Schimke, of Manistee County, Michigan, hereinafter referred to as "Employee".

The County Controller/Administrator is desirous of retaining Mr. Schimke in the position of Maintenance Supervisor and Mr. Schimke is desirous of accepting said position pursuant to the terms and conditions hereinafter set forth.

**RECITALS:**

- 1. Employment and Duties:
  - A. The Employee agrees to direct a staff engaged in all aspects of maintenance and custodial activities for County buildings and property. Supervise all regular and seasonal employees of the department and participates in maintenance activities including electrical and plumbing repairs, grounds maintenance, snow removal, painting and related projects. Responsible for the planning and development of projects including the design and construction of repair, improvement and development projects. Prepare departmental budgets, bid specifications and oversees and monitors the work of outside contractors.
  - B. The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on the Employee's time off.
  - C. The Employee will perform other duties and activities as directed by the County Controller/Administrator.

2. Term:

The term of this Agreement shall be for a period of two (2) years, renewable on an annual basis.

3. At Will Employment:

The Employee understands and agrees that his employment as Maintenance Supervisor of Manistee County is "at will" and may be terminated for any reason or no reason.

4. Compensation:

For his services as Maintenance Supervisor, the Employer agrees to pay the Employee an annual salary. In no event shall the annual compensation be less than \$45,000.00.

FY 2015-16: \$45,000.00

FY 2016-17: TBD

Adjustments to be made by the Employer at its discretion. The salary shall be subject to payroll deductions required by law or requested by the Employee and determined to be available and proper.

5. Benefits:

Except as otherwise provided in this Agreement, the Employee shall be entitled to the same economic fringe benefits provided non-Union, non-Court staff, including any required premium contribution(s), excluding any benefits not appropriate for an executive employee.

6. Vacation:

The Employee must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued. The Employee shall be entitled to ten (10) paid vacation days per calendar year and may carry no more than five (5) vacation days to be used by March 31, of the following year and approval for use must be obtained from the County Controller/Administrator. The Employee shall be entitled to fifteen (15) paid vacation days after five (5) years of continuous employment and twenty (20) paid vacation days after ten (10) years of continuous employment. The Employee shall be entitled to one (1) additional vacation day per year after completion of twenty (20) years of continuous employment, to a maximum of twenty-five (25) days. Vacation time shall not accumulate and the Employee shall not be paid for such days, except for the unused balance at the time of termination of this Agreement. Vacation periods shall be selected by the Employee during periods of time less disruptive to the operations of the County and shall be subject to approval by the Employer. The Employee shall also be entitled to six (6) paid personal days per year, with up to three (3) unused days payable at the current rate of pay at each year end.

7. Retirement:

The Employee shall be enrolled in the Municipal Employees' Retirement System (MERS) during the term of this Agreement at the B-4, F55/20 level. The Employee shall be required to make the same member contribution as required in the Manistee County Executive Employee group.

8. Business Expenses:

Actual and necessary expenses incurred by the Employee in the performance and discharge of official duties and functions authorized and approved by the Employer shall be reimbursed upon submission of receipts and appropriate vouchers consistent with Manistee County's policies as approved by the Board of Commissioners.

9. Professional Development and Meetings:

The Employee may and is encouraged to attend official conferences or meetings approved by the Employer and subject to budget limitations. All actual and reasonable travel and lodging expenses necessary to permit the Employee to attend such conferences or meetings shall be paid by the Employer consistent with the policies as approved by the Board of Commissioners.

10. Membership and Dues:

The Employer agrees to pay the membership and dues to permit the Employee to be a member of professional organizations and such other organizations as approved by the Employer and subject to budget limitations.

11. Hours of Work:

It is recognized and understood that the Employee must devote a significant amount of time outside the normal office hours to business of the Employer, and to that end, Employee will be allowed to work flexible hours subject to the review and approval of the Employer. As a salaried employee, the Employee is on-call and available during the business hours of the County of Manistee. It is the understanding of the parties that the Employee shall work a minimum of forty (40) hours per week.

12. Performance Evaluation:

The Employer shall review and evaluate the performance of the Employee, in writing, on or before December 31 of each year of the term. The review and evaluation shall be in accordance with the Performance Evaluation Policy and based upon criteria adopted by the Employer. Criteria may be added or deleted as the Employer may from time to time determine, with notice to the Employee. The Employee shall have an opportunity to discuss her evaluation with the Employer. The Employer, with input from the Employees, shall define such goals and performance objectives which they determine necessary for the proper operation of the County and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

13. Residence:

The Employee agrees to maintain her residence in Manistee County, Michigan, during the term, including any renewals or extensions.

14. Bonding:

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law.

15. Other Terms and Conditions of Employment:

The Employer, in consultation with the Employee, shall fix any other term and condition of employment relating to the performance of the Employee as it may determine reasonable from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any applicable law.

16. Termination:

- A. Termination by Employee. This Agreement may be terminated upon ninety (90) days advance written notice provided by the Employee to the Employer, or by the death or incapacity of the Employee. In the event of any such termination, the Employee shall not be entitled to severance payment from the County. If the Employee fails to provide this notice, he will forfeit any accrued paid time off which he may be entitled to when this Agreement is terminated. If the Employer receives the Employee's notice of voluntary termination, the Employer may, at its sole discretion,

immediately effect the voluntary termination of the Employee's employment. Any voluntary termination of this Agreement by the Employee as described in this provision shall terminate the rights and obligations of each of the parties.

- B. Termination by Employer. The Employee understands that he serves at the pleasure of the Employer and may be removed with or without cause at any time.
- C. Termination by Employer With Cause. In the event the Employer terminates this Agreement for cause, the termination shall be effective on the date of the Employer's oral or written notice of termination and the Employee shall be paid for wages and benefits which accrued through the date of termination only.
- D. Termination by Employer Without Cause. In the event the Employer exercised its right to terminate the Employee for any reason other than for cause pursuant to Paragraph 15.B. above, the Employee shall be entitled to severance payment in the amount of the wages and the value of fringe benefits not to exceed three (3) months.

17. Indemnification:

The Employer shall indemnify the Employee against expenses (including attorney fees) and amounts paid in settlement actually and reasonably incurred by him in connection with the defense of any civil, criminal or administrative action, suit or proceeding in which he is made a party or with which he is threatened, by reason of being or because of any act as Maintenance Supervisor within the course and scope of his duties and employment hereunder if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Employer, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, he shall not be entitled to indemnification regarding (1) any matter in which he shall be adjudged to be liable for negligence or misconduct in the performance of his duties, or (2) any matter in which he fails to notify the Employer of a claim within a reasonable time or fails to cooperate in the defense of such claim, but only to the extent that the defense of such claim is prejudiced by his failure to give notice or to cooperate.

18. Assignment:

This Agreement is to personal services and is not assignable.

19. Governing Law:

Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement.

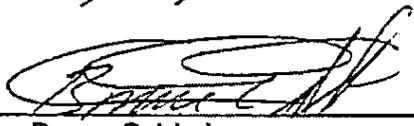
20. Amendment:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended, except by an instrument in writing, duly adopted and executed by the parties.

MANISTEE COUNTY CONTROLLER/  
ADMINISTRATOR

By:   
Thomas D. Kaminski

Dated: 9/30/15

By:   
Bruce Schimke  
Maintenance Supervisor

Dated: 9/30/15

**A-18**

CHAIRPERSON  
Ken Hilliard

VICE-CHAIRPERSON  
Jeff Dentz

Mark Bergstrom  
Karen Goodman  
Alan Marshall  
Richard Schmidt  
Brook Shafer

# Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

**CLERK**

Jill Nowak  
(231) 723-3331

**CONTROLLER/ADMINISTRATOR**

Thomas Kaminski  
(231) 398-3500

## EMPLOYMENT AGREEMENT

Director of Equalization

This Agreement is entered into this 1<sup>st</sup> day of October, 2015, between the Manistee County Board of Commissioners, hereinafter referred to as "Employer", and Roger J. Elbers, hereinafter referred to as "Employee".

The Board is desirous of retaining Mr. Elbers in the position of Manistee County Director of Equalization and Mr. Elbers is desirous of accepting said position pursuant to the terms and conditions hereinafter set forth.

**RECITALS:**

1. Employment and Duties:

- A. The Employer hereby affirms its appointment of the Employee to the position of Director of Equalization for the County of Manistee, Michigan.
- B. The Employee agrees to establish policy for conducting appraisals and surveys of both real property and personal property in order to determine County equalized value; to administer policies relating to the assessment of property and provide full support data for the equalization of assessments by the Board of Commissioners; to format and compile data for summer and winter tax bills, calculate millage rollback fractions and prepare millage apportionment reports; and other various duties.
- C. The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on the Employee's time off.
- D. The Employee shall perform other duties and activities by official action of the Board or directed by the elected Chairperson of the Board within the scope of the Equalization process. Any such direction by the Chair may be subject to approval of the Board.

2. Term:

The term of this Agreement shall be for a period of two (2) years, renewable on an annual basis.

3. At Will Employment:

The Employee understands and agrees that his employment as Director of Equalization of Manistee County is "at will" and may be terminated for any reason or no reason.

4. Compensation:

For his services as Director of Equalization, the Employer agrees to pay the Employee an annual salary. In no event shall the annual compensation be less than \$58,303.78.

FY 2015-16: \$58,303.78

FY 2016-17: TBD

Adjustments to be made by the Employer at its discretion. The salary shall be subject to payroll deductions required by law or requested by the Employee and determined to be available and proper.

5. Benefits:

A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the same economic fringe benefits provided non-Union, non-Court staff, including any required premium contribution(s), excluding any benefits not appropriate for an executive employee.

6. Vacation:

The Employee must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued. The Employee shall be entitled to twenty-five (25) paid vacation days per calendar year and may carry no more than five (5) vacation days to be used by March 31, of the following year and approval for use must be obtained from the County Controller/Administrator. Vacation time shall not accumulate and the Employee shall not be paid for such days, except for the unused balance at the time of termination of this Agreement. Vacation periods shall be selected by the Employee during periods of time less

disruptive to the operations of the County and shall be subject to approval by the Employer. The Employee shall also be entitled to six (6) paid personal days per year, with up to three (3) unused days payable at the current rate of pay at each year end.

7. Hours of Work:

It is recognized and understood that the Employee must devote a significant amount of time outside the normal office hours to business of the Employer, and to that end, Employee will be allowed to work flexible hours subject to the review and approval of the Employer. It is the understanding of the parties that the Employee shall work a minimum of thirty-seven and one-half (37.5) hours per week.

8. Retirement:

The Employee shall be enrolled in the Municipal Employees' Retirement System (MERS) during the term of this Agreement at the B-4, F55/20 level. The Employee shall be required to make the same member contribution as required in the Manistee County Executive Employee group.

9. Business Expenses:

Actual and necessary expenses incurred by the Employee in the performance and discharge of official duties and functions authorized by the Employer shall be reimbursed upon submission of receipts and appropriate vouchers.

10. Professional Development and Meetings:

The Employee may and is encouraged to attend official conferences or meetings approved by the Employer and subject to budget limitations. All actual and reasonable travel and lodging expenses necessary to permit the Employee to attend such conferences or meetings shall be paid by the Employer.

11. Membership and Dues:

The Employer agrees to pay the membership and dues to permit the Employee to be a member of professional organizations and such other organizations as approved by the Employer and subject to budget limitations.

12. Performance Evaluation:

The Employer shall review and evaluate the performance of the Employee, in writing, on or before December 31 of each year of the term. The review and evaluation shall be in accordance with the Performance Evaluation Policy and based upon criteria adopted by the Employer. Criteria may be added or deleted as the Employer may from time to time determine, with notice to the Employee. The Employee shall have an opportunity to discuss his evaluation with the Employer. Annually, the Employer and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the County and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

13. Residence:

The Employee agrees to maintain his residence in Manistee County, Michigan, during the term, including any renewals or extensions.

14. Bonding:

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law.

15. Other Terms and Conditions of Employment:

The Employer, in consultation with the Employee, shall adjust any other term and condition of employment relating to the performance of the Employee as it may determine reasonable from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any applicable law.

16. Termination:

A. Termination by Employee. This Agreement may be terminated upon ninety (90) days advance written notice provided by the Employee to the Employer, or by the death or incapacity of the Employee. In the event of any such termination, the Employee shall not be entitled to severance payment from the County. If the Employee fails to provide this notice, he will forfeit any accrued paid time off which he may be entitled to when this Agreement is terminated. If the Employer receives the Employee's notice of voluntary termination, the Employer may, at its sole discretion, immediately effect the voluntary termination of the Employee's employment. Any voluntary termination of this Agreement by the

Employee as described in this provision shall terminate the rights and obligations of each of the parties.

- B. Termination by Employer. The Employee understands that he serves at the pleasure of the Employer and may be removed with or without cause at any time.
- C. Termination by Employer With Cause. In the event the Employer terminates this Agreement for cause, the termination shall be effective on the date of the Employer's oral or written notice of termination and the Employee shall be paid for wages and benefits which accrued through the date of termination only.
- D. Termination by Employer Without Cause. In the event the Employer exercised its right to terminate the Employee for any reason other than for cause pursuant to Paragraph 15.B. above, the Employee shall be entitled to severance payment in the amount of the wages and the value of fringe benefits not to exceed three (3) months.

17. Indemnification:

The Employer shall indemnify the Employee against expenses (including attorney fees) and amounts paid in settlement actually and reasonably incurred by him in connection with the defense of any civil, criminal or administrative action, suit or proceeding in which he is made a party or with which he is threatened, by reason of being or because of any act as Director of Equalization within the course and scope of his duties and employment hereunder if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Employer, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, he shall not be entitled to indemnification regarding (1) any matter in which he shall be adjudged to be liable for negligence or misconduct in the performance of his duties, or (2) any matter in which he fails to notify the Employer of a claim within a reasonable time or fails to cooperate in the defense of such claim, but only to the extent that the defense of such claim is prejudiced by his failure to give notice or to cooperate.

18. Assignment:

This Agreement is to personal services and is not assignable.

19. Governing Law:

Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement.

20. Amendment:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended, except by an instrument in writing, duly adopted and executed by the parties.

MANISTEE COUNTY BOARD OF COMMISSIONERS

By:   
Kenneth Hilliard, Chairperson

Dated: 10.05.15

By:   
Roger J. Elbers  
Director of Equalization

Dated: 9-30-2015

**EMPLOYMENT AGREEMENT**

**FOR**

**ROGER ELBERS**

**Director of Equalization**

I propose that there be no changes to the contract except to the following item, compensation.

**3. Compensation:**

FY 2016-17: \$59,469.85

FY 2017-18: TBD

This proposed compensation is based on my 2015-16 salary of \$58,303.78 increased by 2% ( $\$58,303.78 \times 1.02 = \$59,469.85$ ).

In conclusion, I enjoy working for Manistee County and would like to thank the Board of Commissioners in advance for your consideration.

Sincerely,

Roger Elbers  
Director of Equalization



## EMPLOYMENT AGREEMENT

### Finance Officer

This Agreement is entered into this 1<sup>st</sup> day of October, 2015, between the Manistee County Controller/Administrator, hereinafter referred to as "Employer", and Russell A. Pomeroy, of Manistee County, Michigan, hereinafter referred to as "Employee".

Russell A. Pomeroy has been employed by Manistee County since April 1997 and became the County Treasurer on 4/19/2007. The County Controller/Administrator is desirous of retaining Mr. Pomeroy in the part-time position of Finance Officer and Mr. Pomeroy is desirous of remaining in said position pursuant to the terms and conditions hereinafter set forth.

#### RECITALS:

1. Employment and Duties:

- A. The Employee agrees to follow and recommend policies, and amendments of the same which are made from time to time, of the Employer relating to the financial accounting system used by the County, including, without limitation, development, implementation and maintenance of the accounting system for all County funds and the integrity of the system, coordination and preparation of the annual County budget, training and oversight of County employees in the operation of computerized financial systems, oversight and approval of all payroll processes, maintenance of the County's accounts payable and accounts receivable system, and various other internal services.
- B. The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on the Employee's time off.
- C. The Employee will perform other duties and activities as directed by the County Controller/Administrator.

2. Term:

The term of this Agreement shall be for a period of two (2) years, renewable on an annual basis.

3. At Will Employment:

The Employee understands and agrees that his employment as Finance Officer of Manistee County is "at will" and may be terminated for any reason or no reason.

4. Compensation:

For his part-time services as Finance Officer, the Employer agrees to pay the Employee an annual salary no less than \$13,690.15

FY 2015 - 2016: \$13,690.15.

FY 2016 - 2017: TBD

The salary shall be subject to payroll deductions required by law or requested by the Employee and determined to be available and proper.

5. Hours of Work:

It is recognized and understood that the Employee must devote a significant amount of time outside of his duties as Treasurer.

6. Retirement:

The Employee shall continue his membership in the Municipal Employees' Retirement System during the term of this Agreement at the B-4, F55/20 level. The Employee shall be required to make the same member contribution as required in the Manistee County Executive Employee group.

7. Business Expenses:

Actual and necessary expenses incurred by the Employee in the performance and discharge of official duties and functions authorized by the Employer shall be reimbursed upon submission of receipts and appropriate vouchers.

8. Professional Development and Meetings:

The Employee may and is encouraged to attend official conferences or meetings approved by the Employer and subject to budget limitations. All actual and reasonable travel and lodging expenses necessary to permit the Employee to attend such conferences or meetings shall be paid by the Employer.

9. Membership and Dues:

The Employer agrees to pay the membership and dues to permit the Employee to be a member of professional organizations and such other organizations as approved by the Employer and subject to budget limitations.

10. Performance Evaluation:

The Employer shall review and evaluate the performance of the Employee, in writing, on or before December 31 of each year of the term. The review and evaluation shall be in accordance with the Performance Evaluation Policy and based upon criteria adopted by the Employer. Criteria may be added or deleted as the Employer may from time to time determine, with notice to the Employee. The Employee shall have an opportunity to discuss his evaluation with the Employer. Annually, the Employer and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the County and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

11. Residence:

The Employee agrees to maintain his residence in Manistee County, Michigan, during the term, including any renewals or extensions.

12. Bonding:

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law.

13. Other Terms and Conditions of Employment:

The Employer, in consultation with the Employee, shall fix any other term and condition of employment relating to the performance of the Employee as it may determine reasonable from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any applicable law.

14. Termination:

A. Termination by Employee. This Agreement may be terminated upon ninety (90) days advance written notice provided by the Employee to the Employer, or by the death or incapacity of the Employee. In the event of any such termination, the Employee shall not be entitled to severance payment from the County. If the Employee fails to provide this notice, he will forfeit any accrued paid time off which he may be entitled to when this Agreement is terminated. If the Employer receives the Employee's notice of voluntary termination, the Employer may, at its sole discretion, immediately effect the voluntary termination of the Employee's employment. Any voluntary termination of this Agreement by the Employee as described in this provision shall terminate the rights and obligations of each of the parties.

- B. Termination by Employer. The Employee understands that he serves at the pleasure of the Employer and may be removed with or without cause at any time.
- C. Termination by Employer With Cause. In the event the Employer terminates this Agreement for cause, the termination shall be effective on the date of the Employer's oral or written notice of termination and the Employee shall be paid for wages and benefits which accrued through the date of termination only.
- D. Termination by Employer Without Cause. In the event the Employer exercised its right to terminate the Employee for any reason other than for cause pursuant to Paragraph 15.B. above, the Employee shall be entitled to severance payment in the amount of the wages and the value of fringe benefits not to exceed three (3) months.

15. Indemnification:

The Employer shall indemnify the Employee against expenses (including attorney fees) and amounts paid in settlement actually and reasonably incurred by him in connection with the defense of any civil, criminal or administrative action, suit or proceeding in which he is made a party or with which he is threatened, by reason of being or because of any act as Finance Officer within the course and scope of his duties and employment hereunder if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Employer, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, he shall not be entitled to indemnification regarding (1) any matter in which he shall be adjudged to be liable for negligence or misconduct in the performance of his duties, or (2) any matter in which he fails to notify the Employer of a claim within a reasonable time or fails to cooperate in the defense of such claim, but only to the extent that the defense of such claim is prejudiced by his failure to give notice or to cooperate.

16. Assignment:

This Agreement is to personal services and is not assignable.

17. Governing Law:

- A. Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement.

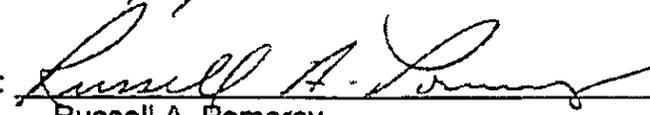
18. Amendment:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended, except by an instrument in writing, duly adopted and executed by the parties.

MANISTEE COUNTY CONTROLLER/ADMINISTRATOR

By:   
Thomas D. Kaminski

Date: 11/4/15

By:   
Russell A. Pomeroy  
Finance Officer

Date: 10/1/15

A-30

SHERIFF Dale Kowalkowski  
ADMIN 231-723-8393  
FAX 231-723-1498



SHERIFF'S OFFICE • 1525 E. Parkdale Ave. • Manistee, MI 49660

## EMPLOYMENT AGREEMENT

Lt. Jail Administrator

This Agreement is entered into this 1<sup>st</sup> day of October, 2015, between the Manistee County Sheriff, hereinafter referred to as "Employer", and Steven Pizzala, of Manistee County, Michigan, hereinafter referred to as "Employee".

The Sheriff is desirous of retaining Mr. Pizzala in the position of Lt. Jail Administrator and Mr. Pizzala is desirous of accepting said position pursuant to the terms and conditions hereinafter set forth.

### RECITALS:

1. Employment and Duties:

- A. The Employee agrees, under the direction of the Undersheriff, to be responsible for the management of all aspects of Jail operations. Through immediate supervisory staff, manages all personnel assigned to the Jail. Responsible for providing humane treatment and protecting the rights of the inmates. Performs all administrative functions of the Jail, such as assisting with drafting the annual budget and directing the ordering and inventory of supplies, materials and equipment.
- B. The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on the Employee's time off.
- C. The Employee will perform other duties and activities as directed by the Sheriff.

2. Term:

The term of this Agreement shall be for a period of two (2) years, renewable on an annual basis.

3. At Will Employment:

The Employee understands and agrees that his employment as Lt. Jail Administrator of Manistee County is "at will" and may be terminated for any reason or no reason.

4. Compensation:

For his services as Lt. Jail Administrator, the Employer agrees to pay the Employee an annual salary. In no event shall the annual compensation be less than \$54,595.58:

FY 2015-16: \$54,595.58

FY 2016-17: TBD

Adjustments to be made by the Employer at its discretion. The salary shall be subject to payroll deductions required by law or requested by the Employee and determined to be available and proper.

5. Benefits:

Except as otherwise provided in this Agreement, the Employee shall be entitled to the same economic fringe benefits provided non-Union, non-Court staff, including any required premium contribution(s), excluding any benefits not appropriate for an executive employee.

6. Vacation:

The Employee must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued. The Employee shall be entitled to ten (10) paid vacation days per calendar year and may carry no more than five (5) vacation days to be used by March 31, of the following year and approval for use must be obtained from the Sheriff. The Employee shall be entitled to fifteen (15) paid vacation days after five (5) years of continuous employment and twenty (20) paid vacation days after ten (10) years of continuous employment. The Employee shall be entitled to one (1) additional vacation day per year after completion of twenty (20) years of continuous employment, to a maximum of twenty-five (25) days. Vacation time shall not accumulate and the Employee shall not be paid for such days, except for the unused balance at the time of termination of this Agreement. Vacation periods shall be selected by the Employee during periods of time less disruptive to the operations of the County and shall be subject to approval by the Employer. The Employee shall also be entitled to six (6) paid personal days per year, with up to three (3) unused days payable at the current rate of pay at each year end.

7. Retirement:

The Employee shall be enrolled in Hybrid Plan of the Municipal Employees' Retirement System (MERS) during the term of this Agreement. The Employee has requested to make a contribution to his Defined Contribution of 2.5% in the Hybrid Plan of the Manistee County Executive Employee group.

8. Business Expenses:

Actual and necessary expenses incurred by the Employee in the performance and discharge of official duties and functions authorized and approved by the Employer shall be reimbursed upon submission of receipts and appropriate vouchers consistent with Manistee County's policies as approved by the Board of Commissioners.

9. Professional Development and Meetings:

The Employee may and is encouraged to attend official conferences or meetings approved by the Employer and subject to budget limitations. All actual and reasonable travel and lodging expenses necessary to permit the Employee to attend such conferences or meetings shall be paid by the Employer consistent with the policies as approved by the Board of Commissioners.

10. Membership and Dues:

The Employer agrees to pay the membership and dues to permit the Employee to be a member of professional organizations and such other organizations as approved by the Employer and subject to budget limitations.

11. Hours of Work:

It is recognized and understood that the Employee must devote a significant amount of time outside the normal office hours to business of the Employer, and to that end, Employee will be allowed to work flexible hours subject to the review and approval of the Employer. As a salaried employee, the Employee is on-call and available during the business hours of the County of Manistee. It is the understanding of the parties that the Employee shall work a minimum of forty (40) hours per week.

12. Performance Evaluation:

The Employer shall review and evaluate the performance of the Employee, in writing, on or before December 31 of each year of the term. The review and evaluation shall be in accordance with the Performance Evaluation Policy and based upon criteria adopted by the Employer. Criteria may be added or deleted as the Employer may from time to time determine, with notice to the Employee. The Employee shall have an opportunity to discuss her evaluation with the Employer. The Employer, with input from the Employees, shall define such goals and performance objectives which they determine necessary for the proper operation of the County and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

13. Residence:

The Employee agrees to maintain her residence in Manistee County, Michigan, during the term, including any renewals or extensions.

14. Bonding:

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law.

15. Other Terms and Conditions of Employment:

The Employer, in consultation with the Employee, shall fix any other term and condition of employment relating to the performance of the Employee as it may determine reasonable from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any applicable law.

16. Termination:

- A. Termination by Employee. This Agreement may be terminated upon ninety (90) days advance written notice provided by the Employee to the Employer, or by the death or incapacity of the Employee. In the event of any such termination, the Employee shall not be entitled to severance payment from the County. If the Employee fails to provide this notice, he will forfeit any accrued paid time off which he may be entitled to when this Agreement is terminated. If the Employer receives the Employee's notice of voluntary termination, the Employer may, at its sole discretion,

immediately effect the voluntary termination of the Employee's employment. Any voluntary termination of this Agreement by the Employee as described in this provision shall terminate the rights and obligations of each of the parties.

- B. Termination by Employer. The Employee understands that he serves at the pleasure of the Employer and may be removed with or without cause at any time.
- C. Termination by Employer With Cause. In the event the Employer terminates this Agreement for cause, the termination shall be effective on the date of the Employer's oral or written notice of termination and the Employee shall be paid for wages and benefits which accrued through the date of termination only.
- D. Termination by Employer Without Cause. In the event the Employer exercised its right to terminate the Employee for any reason other than for cause pursuant to Paragraph 15.B. above, the Employee shall be entitled to severance payment in the amount of the wages and the value of fringe benefits that would have been paid for three (3) months.

17. Indemnification:

The Employer shall indemnify the Employee against expenses (including attorney fees) and amounts paid in settlement actually and reasonably incurred by him in connection with the defense of any civil, criminal or administrative action, suit or proceeding in which he is made a party or with which he is threatened, by reason of being or because of any act as Maintenance Supervisor within the course and scope of his duties and employment hereunder if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Employer, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, he shall not be entitled to indemnification regarding (1) any matter in which he shall be adjudged to be liable for negligence or misconduct in the performance of his duties, or (2) any matter in which he fails to notify the Employer of a claim within a reasonable time or fails to cooperate in the defense of such claim, but only to the extent that the defense of such claim is prejudiced by his failure to give notice or to cooperate.

18. Assignment:

This Agreement is to personal services and is not assignable.

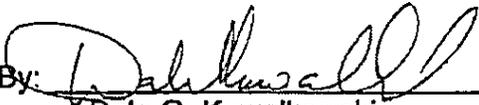
19. Governing Law:

Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement.

20. Amendment:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended, except by an instrument in writing, duly adopted and executed by the parties.

MANISTEE COUNTY Sheriff

By:   
Dale G. Kowalkowski

Dated: 9/30/15

By:   
Steven Pizzala  
Lt. Jail Administrator

Dated: 9.30.15