

"Menominee – Where the best of Michigan begins"

MENOMINEE COUNTY BOARD OF COMMISSIONERS

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

*Sherry Smith - Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
Fax: (906) 863-8839*

10.7.09

TO: MENOMINEE COUNTY CLERK
839 10TH AVE.
MENOMINEE, MI 49858

COMMISSIONERS EICHHORN & ANDERSON HAVE REQUESTED A SPECIAL MEETING OF THE MENOMINEE COUNTY BOARD OF COMMISSIONERS BY CONTACTING THE COUNTY ADMINISTRATIVE ASSISTANT

TIME: 6:00 PM

DATE: FRIDAY ~ OCTOBER 9, 2009

PLACE: COURTROOM B IN THE MENOMINEE COUNTY COURTHOUSE

PURPOSE: THE PURPOSE OF THIS MEETING IS TO DISCUSS PREPARATION OF AN ADMINISTRATIVE JOB DESCRIPTION/CONTRACT

Gary Eichhorn - Chairperson

Dick Peterson - Vice Chairperson

Bernie Lang

James Furlong

Garry Anderson

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The Menominee County Board of Commissioners
will meet for a Special Called Meeting on
Friday ~ October 9th, 2009 at 6:00 p.m. CDT
at the Menominee County Courthouse – Courtroom B

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Public Comment *(statements, not debate, limited to five minutes per person on agenda items only)*
- E. Approval of the Agenda
- F. Action Items

1. Moved by _____, seconded by _____ to come to a consensus on the job description and contract for a new County Administrator. Consensus is

- G. Public Comment
- H. Adjourn

Gary Eichhorn - Chairperson

Dick Peterson - Vice Chairperson

Bernie Lang

James Furlong

Garry Anderson

1001

Menominee County, Michigan Position Description

Title: County Administrator
Department: Administration
Date: October 2000

Purpose of Position

The purpose of this position is to act as Chief Administrative Officer for Menominee County. The work is performed under the direction of the County Commission.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Performs administrative duties; coordinates, implements and enforces County bylaws, policies and rules; attends County Board and Committee meetings; approves agenda packets; records minutes; maintains relationships with federal, state, county, city and township officials; oversees and coordinates building projects.
- Acts as Chief Fiscal Officer for the County; develops annual budget for review and approval; develops the Capital Improvement Plan; forecasts revenue and expenditures; enforces budget policies; conducts bidding for projects; oversees Remonumentation program; writes grants; administers grants for the housing program.
- Tracks and updates County fixed assets reports; submits insurance claims; prepares various financial analyses for projects; approves all county bills and standing payments.
- Acts as Human Resource/Personnel Director; enforces the personnel manual; negotiates employment contracts; prepares employment letters; conducts meetings; coordinates health insurance, workers compensation and retirement program; enforces and oversees compliance with COBRA and Family Medical Leave Act.
- Supervises department heads and administrative staff; assists Commissioners in hiring/firing employees; conducts performance evaluations.
- Represents the County Board as co-employer when disciplining employees under the direction of elected officials.
- Performs other related functions as assigned or required.

Minimum Training and Experience Required to Perform Essential Job Functions

Bachelor's degree in Public or Business Administration with five years of administration experience or any combination of education and experience that provides equivalent knowledge, skills and abilities.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

- Requires the ability to perform mid to upper-level data analysis including the ability to coordinate, strategize, systematize and correlate, using discretion in determining time, place and/or sequence of operations within an organizational framework. Requires the ability to implement decisions based on such data, and oversee the execution of these decisions.
- Ability to manage and direct a group of workers, including the ability to provide counseling and mediation. Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures and standards to specific situations.
- Requires the ability to utilize reference, descriptive, consulting, design and advisory data and information such as invoices, correspondence, reports, records, ordinances, legal briefs, economic analysis, and organizational analysis.
- Requires the ability to communicate orally and in writing with the County Commissioners, all County employees, the media and the public.

Mathematical Ability

- Requires the ability to perform addition, subtraction, multiplication and division; calculate percentages and decimals; may require the ability to perform mathematical operations with fractions.

Physical Requirements

- Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery and tools such as a computer and other office machines and/or related materials used in performing essential functions.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use.
- Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and pulling of objects weighing five to ten pounds.
- Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

- Ability to work under safe and comfortable conditions where exposure to environmental factors is minimal and poses a very limited risk of injury.

Menominee County, Michigan is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified

individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

Menominee County, Michigan Position Description

*Was Not - job description
for Bobbie Nunn*

Title: County Administrator / Controller
Department: Administration
Date: November 2001

Authority of the Position

This position is appointed by majority vote of the Menominee County Board of Commissioners. An incumbent may be removed from the position by two thirds vote of the Commissioners elected to office. The functions and duties of the County Administrator/Controller are specified in Act 257 of the Public Acts of 1927, MCLA 46.13b as added to Act 156 of the Public Acts 1851, as amended. The work is performed under the direction of the County Commission .

Statutory Duties which are the responsibility of the County Administrator/Controller

- Serves as the Chief Accounting Officer of the County, with responsibility for maintaining the fiscal integrity and proper financial accountability of each and every department of County Government.
- Has charge and supervision of the accounts and accounting of every office, officer, and department of the County.
- Serves as the Chief Purchasing Officer of the County, with responsibility for all purchase of goods, services, equipment, materials, etc., which may be required by the County or its officers and agents, other than those ordered by the Board of Commissioners by resolution.
- Has the responsibility for the operation, maintenance and repair of County Buildings and grounds, and all features, fixtures and furnishings thereof.

Duties and Responsibilities Assigned by the Board of Commissioners

The following duties are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Performs administrative duties; coordinates, implements and enforces County bylaws, policies and rules; attends County Board and Committee meetings; approves agenda packets; records minutes; maintains relationships with federal, state, county, city and township officials; oversees and coordinates building projects.
- Acts as Chief Fiscal Officer for the County; develops annual budget for review and approval; develops the Capital Improvement Plan; forecasts revenue and expenditures; enforces budget policies; conducts bidding for projects; oversees Remonumentation program; writes grants; administers grants for the housing program.

- Tracks and updates County fixed assets reports; submits insurance claims; prepares various financial analyses for projects; approves all county bills and standing payments.
- Acts as Human Resource/Personnel Director; enforces the personnel manual; negotiates employment contracts; prepares employment letters; conducts meetings; coordinates health insurance, workers compensation and retirement program; enforces and oversees compliance with COBRA and Family Medical Leave Act.
- Supervises department heads and administrative staff; assists Commissioners in hiring/firing employees; conducts performance evaluations.
- Represents the County Board as co-employer when disciplining employees under the direction of elected officials.
- Performs other related functions as assigned or required.

Minimum Training and Experience Required to Perform Essential Job Functions

Bachelor's degree in Public or Business Administration with five years of administration experience or any combination of education and experience that provides equivalent knowledge, skills and abilities.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

- Requires the ability to perform mid to upper-level data analysis including the ability to coordinate, strategize, systematize and correlate, using discretion in determining time, place and/or sequence of operations within an organizational framework. Requires the ability to implement decisions based on such data, and oversee the execution of these decisions.
- Ability to manage and direct a group of workers, including the ability to provide counseling and mediation. Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures and standards to specific situations.
- Requires the ability to utilize reference, descriptive, consulting, design and advisory data and information such as invoices, correspondence, reports, records, ordinances, legal briefs, economic analysis, and organizational analysis.
- Requires the ability to communicate orally and in writing with the County Commissioners, all County employees, the media and the public.

Mathematical Ability

- Requires the ability to perform addition, subtraction, multiplication and division; calculate percentages and decimals; may require the ability to perform mathematical operations with fractions.

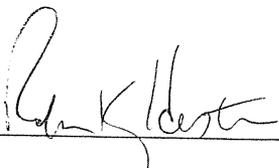
Physical Requirements

- Requires the ability to operate, and perform minor adjustments on equipment, machinery and tools such as a computer and other office machines and/or related materials used in performing essential functions.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as keyboard use.
- Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and pulling of objects weighing five to ten pounds.
- Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

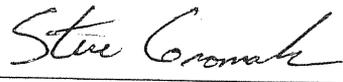
Environmental Adaptability

- Ability to work under safe and comfortable conditions where exposure to environmental factors is minimal and poses a very limited risk of injury.

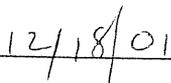
Menominee County, Michigan is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



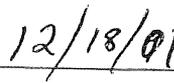
Employee's Signature



Supervisor's Signature



Date



Date

EMPLOYMENT AGREEMENT

THIS AGREEMENT, dated this 14th day of January, 2004, by and between the **County of Menominee**, through its Board of Commissioners, whose address is 839 Tenth Avenue, Menominee, MI 49858 (hereinafter referred to as the "County"); and **Brian J. Neumeier**, whose address is N644 River Drive, Menominee, MI 49858 (hereinafter referred to as the "Employee"). The County and the Employee may hereinafter be individually referred to as a "Party" or may hereinafter be jointly referred to as the "Parties."

WITNESSETH:

WHEREAS, the County is desirous of hiring the Employee as the County Administrator of Menominee County pursuant to the terms and conditions herein provided; and

WHEREAS, the Employee is willing and desirous of committing his full time professional efforts toward serving the County as its County Administrator pursuant to the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter set forth, the County and the Employee hereto hereby agree as follows:

1. **Employment.** The County hereby agrees to employ the Employee as the County Administrator of the County during the Employment Term (as defined in Section 3), and the Employee hereby accepts such employment and agrees to serve the County subject to the general supervision, advice and direction of the Board of Commissioners of the County ("Board") and upon the terms and conditions set forth in this Agreement.
2. **Duties.** During the Employment Term, or any extension thereof, the Employee shall be the County Administrator of the County with such authority and duties as is customary for the chief administrative officer in such position, and shall perform such other services and duties as the Board may from time to time designate or require consistent with such position.

The Employee shall devote his full time, best efforts and undivided attention to the business and affairs of the County except for vacations and leave time to which he is entitled pursuant to the terms of this Agreement and except for illness or incapacity; provided, however, that the Employee may serve, or continue to serve, in any position or capacity that will not present a conflict of interest with the County, or materially affect the performance of the Employee's duties pursuant to this Agreement.

The Parties agree that the Employee's performance shall be reviewed by the County after the completion of the Employee's first six (6) months of employment, at the

completion of the Employee's first year of employment and on an annual basis thereafter.

3. **Employment Term.**

- (a) The Employee shall be employed under this Agreement for a term (the "Employment Term") commencing on January 26, 2004 ("Commencement Date") and terminating on the close of business on January 25, 2007, unless sooner terminated as provided in Section 6 hereof. Upon expiration of the initial term on January 25, 2007, this Agreement shall thereafter automatically be renewed from year to year unless either party provides written notification to the other of its intention not to so renew, which such notice must be given not later than sixty (60) days prior to the end of the initial term or any yearly renewal hereof. Neither the expiration of this Agreement, nor the giving of notice by either Party that said Party does not wish to extend the Employment Term (or any extension thereof) shall constitute a breach of this Agreement or termination of the Employee for the purposes of Section 6 or 7 of this Agreement.
- (b) The date on which the Employment Term, or any extensions thereof, is scheduled to terminate under Sections 3 (a) or 3 (b) shall hereinafter be referred to as the "Scheduled Termination Date."

4. **Compensation.**

- (a) **Base Salary.** The County shall pay the Employee annual base salary as compensation for his services hereunder as follows:

January 26, 2004 through January 25, 2005 - \$60,000.00	Oct/Nov/Dec/Jan
January 26, 2005 through January 25, 2006 - \$61,800.00	Feb - Sept / Oct - Jan
January 26, 2006 through January 25, 2007 - \$63,654.00	Feb - Sept / Oct - Jan

The Employee's compensation shall be payable in approximately equal installments in accordance with the payroll practices of the County for salaried employees.

In the event that this Agreement is extended beyond the Employment Term, or any extension thereof, during any such extension period, the Employee's base salary shall be annually increased by the amount of three percent (3%) over the Employee's previous annual base salary.

- (b) **Varied Work Hours.** The Parties acknowledge that the Employee is a supervisory employee, will work varied hours and is compensated on a salary basis. Without regard to the hours actually worked by the Employee, the Employee shall regularly receive each pay period a pre-determined amount which shall be a pro-rata portion of the Employee's annual base salary. The amount of the Employee's regular compensation shall not be subject to

reduction for any week in which the Employee works more or less hours than in other weeks, except that the Employee's compensation may be reduced by unpaid leaves of absences as approved by the Board.

- (c) **Additional Benefits.** During the Employment Term, or any extension thereof, in addition to base salary, the Employee shall be entitled to participate in and receive all other additional benefits available to non-union salaried County employees, except as otherwise provided in this Agreement. By way of example only, the Employee shall be eligible to participate in and receive the following benefits: , life insurance benefits, hospitalization and medical insurance benefits, travel allowance benefits, holiday benefits, funeral leave benefits, military reserve training leave benefits, worker's compensation benefits, jury leave benefits and leaves of absence without pay.

In lieu of being provided the same vacation and/or personal leave benefits provided non-union salaried County employees (including the personal leave benefits in Section 15 of the 2001 Menominee County Personnel Manual), it is expressly agreed by and between the Parties that the Employee shall be granted three (3) weeks of vacation leave during each year of the Employment Term, and each year thereafter if the Employment Term is extended.

The County expressly acknowledges that the Employee is and shall continue to be covered by the Municipal Employees Retirement System (MERS). In lieu of being provided the same retirement plan benefits provided non-union salaried County employees (including the retirement benefits in Section 10 C. of the 2001 Menominee County Personnel Manual), the County agrees to provide the Employee, at no cost to the Employee, with coverage pursuant to the MERS B-3 Plan and the E-2 Plan, with the F-55/15 years waiver, and the V-10 and FAC-3 riders.

5. **Reimbursement of Expenses.** In addition to the compensation provided for pursuant to Section 4 of this Agreement, upon submission of proper vouchers and in accordance with the policies and procedures established by the County in effect from time to time, the County shall pay or reimburse the Employee for all normal and reasonable expenses, including travel expenses, incurred by the Employee during the Employment Term, or any extension thereof, in connection with the Employee's responsibilities to the County.
6. **Termination.** Notwithstanding Section 3 hereof, the Employment Term, or any extension thereof, shall terminate prior to the Scheduled Termination Date upon the occurrence of any of the following events:
- (a) **Death.** The death of the Employee.
 - (b) **Disability.** The Employee's Permanent Disability [as such term is defined in Section 6 (e)].

- (c) **Termination Without Cause.** The Employee's Termination Without Cause [as such term is defined in Section 6 (e)].
- (d) **Termination For Cause.** The Employee's Termination For Cause [as defined in Section 6 (e)].
- (e) **Definitions.** For purposes of this Agreement:
 - (i) "Permanent Disability" shall mean that by reason of a physical or mental disability or infirmity which has continued for a period of six months, the Employee is continuously unable to perform the duties contemplated by this Agreement, or the effective date of a MERS Disability Retirement, whichever is first. The determination of Permanent Disability shall be made by a medical board certified physician mutually acceptable to the County and the Employee (or the Employee's legal representative, if one has been appointed), unless a MERS Disability Retirement is sought. If a MERS Disability Retirement is sought, the determination of Permanent Disability shall be made by the MERS Retirement Board and its Medical Advisor in accordance with the Retirement Plan and MERS regulations. The Employee agrees to submit such medical evidence regarding such disability or infirmity as is reasonably requested by the County and MERS.
 - (ii) "Termination For Cause" shall mean any termination of the employment of the Employee for "Cause." For purposes of this Agreement, the termination of the Employee's employment shall be deemed to have been for Cause only:
 - (A) If termination of his employment shall have been the result of the Employee's willful engaging in dishonest or fraudulent actions resulting or intended to result directly or indirectly in any demonstrable material harm to the County; or
 - (B) If there has been a willful and continued failure by the Employee (except by reason of incapacity due to physical or mental illness) to comply with the provisions of this Agreement or the directives or policies of the Board, and the Employee shall have either failed to remedy such alleged breach within ten (10) days from his receipt of written notice from the County demanding that he remedy such alleged breach or shall have failed to take all reasonable steps to that end during such ten (10) day period and thereafter; or
 - (C) If the Employee is convicted or pleads guilty or nolle contendere to a felony or any work-related misdemeanor;
 - (D) If the Employee's employment shall be terminated by the County for Cause, the Employee shall have the right to contest such termination.

- (iii) "Termination Without Cause" shall mean any termination of the employment of the Employee by the County other than Termination For Cause or upon death, or Permanent Disability. Termination With or Without Cause may occur only upon the affirmative vote of at least a majority of the entire membership of the Board at a meeting called and held for that purpose.
- (iv) Any termination of the Employee's employment by the County [other than termination pursuant to Section 6(a)] shall be communicated by written "Notice of Termination" to the Employee. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated.
- (v) The "Date of Termination" shall mean (A) if the Employee is terminated by his death, the date of his death, (B) if the Employee's employment is terminated due to a Permanent Disability, the date specified in the Notice of Termination, (C) if the Employee's employment is terminated pursuant to a Termination For Cause, the date specified in the Notice of Termination, (D) if the Employee's employment is terminated for any other reason, the date specified in the Notice of Termination.

7. **Termination Benefits.**

- (a) **Death.** If the Employee's employment is terminated by his death, the County shall pay to his surviving spouse, or if he leaves no spouse, to his estate any and all earned, but unpaid compensation, and benefits earned by the Employee or vested under Section 4 of this Agreement through the Employee's Date of Termination.
- (b) **Permanent Disability.** If the Employee's employment is terminated by his Permanent Disability, the County shall pay through the Employee's Date of Termination, any compensation and benefits earned or vested by the Employee under Section 4 of this Agreement. To the extent permitted under the life, medical, dental and disability plans then maintained by the County for non-union employees, the County shall, at the Employee's or the Employee's legal representative's request and upon the Employee's payment of all costs and premiums, cause to be continued benefits under such group plans to the Employee at the same coverage levels maintained by the County for non-union salaried County employees, which shall run concurrently with the Employee's COBRA period. Such coverage shall cease upon the earlier of (i) in the case of medical and dental benefits, at the expiration of the Employee's COBRA rights, (ii) the Employee's death, (iii) the Employee's full-time employment by another employer, (iv) in the case of life and disability benefits, at the date the insurance

plan provider indicates that participation in the group plan must cease, (v) upon the Employee's failure to timely pay the County for the insurance premium costs.

- (c) **Termination For Cause.** In the case of a termination of the Employee pursuant to Section 6 (e) (ii) of this Agreement, the County's obligations to the Employee shall cease after the Employee's Date of Termination and the County shall not be liable to pay the Employee's Base Salary and supplemental compensation, nor shall the Employee have any rights to further participate in employee benefit plans of the County pursuant to Section 4, except the Employee shall be entitled to any rights or benefits that have become vested prior to the Date of Termination. The County shall pay the Employee his Base Salary and any other compensation or benefits earned or vested through the Date of Termination, at the rate in effect at the time the Notice of Termination is given, in a lump sum within thirty days of the Date of Termination.
- (d) **Termination Without Cause.** If during the Employment Term, or any extension thereof, the Employee shall be terminated from employment based on a Termination Without Cause, the Employee shall be entitled to receive the following payments and benefits:
 - (i) **Salary.** The Employee's Base Salary earned through the Date of Termination at the rate in effect at the time the Notice of Termination is given.
 - (ii) **Benefits.** All fringe benefits shall cease upon the Date of Termination, except the employee may extend medical and dental insurance coverage, at the Employee's expense, to the extent permitted under COBRA; and retirement benefits shall be as provided in the MERS Plan.
 - (iii) **Severance Payment.** In the event that the Employee's termination pursuant to this Section 7 (d) causes the Employment Term, or any extension thereof, to end before the Scheduled Date of Termination, the County shall pay as severance compensation to the Employee an amount equal to the next one hundred eighty (180) days of Employee's Base Salary (excluding any and all fringe benefit costs) that the County would have paid to the Employee if the County had elected not to terminate this Agreement.

Any such payment(s), unless otherwise agreed to the contrary by the Parties, shall be paid in a single sum, within ninety (90) days following the Employee's Termination Date.

- 8. **Return of Property.** Upon termination of this Agreement for any reason, the Employee agrees to promptly return all documents, correspondences, files, papers or property of any kind, in all type or nature pertaining to the County, that the Employee may have in

his possession or control. The Employee agrees to sign a statement verifying the return of all such property.

9. **Notices.** Any notice required or permitted by this Agreement shall be in writing, sent by registered or certified mail, return receipt requested, addressed to the County and the Employee at the County's then principal office, or to the Employee at the address set forth in the preamble, as the case may be, or to such other address or addresses as any party hereto may from time to time specify in writing for the purpose in a notice given to the other parties in compliance with this Section 9. Notices shall be deemed given when received, or ten (10) days after mailing, whichever is first.
10. **Reporting and Disclosure.** The County, from time to time, may be required by law to provide government agencies with reports concerning this Agreement. The County shall provide the Employee with such disclosure concerning this Agreement as may be required by law or as the County may deem appropriate.
11. **Complete Agreement.** This Agreement constitutes the complete agreement concerning the employment arrangement between the Parties and shall, as of the effective date hereof, supersede any and all prior contracts, oral or written, between the Parties, if any. It is understood and agreed that this Contract shall supercede and take precedence over any other document, handbook, benefit plan, compensation scale system, or other material which could otherwise be construed as being contractual in nature, whether in existence prior to, currently or subsequent to the execution of this Agreement, unless such other document, handbook, plan, compensation scale system, or material is made expressly applicable to the Employee by formal resolution of the County. It is further understood that no County personnel has authority to enter into any employment agreement with the Employee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by the Board.
12. **Modification and Waiver.** No modification or amendment of this Agreement shall be valid unless in writing and signed by or on behalf of the parties to this Agreement. A waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition.
13. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provisions of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be held invalid or unenforceable, such invalidity and unenforceability shall not affect the remaining provisions hereof and the application of such provisions to other persons or circumstances, all of which shall be enforced to the greatest extent permitted by law.
14. **Withholding.** The compensation provided to the Employee pursuant to this Agreement shall be subject to any withholdings and deductions required by any applicable tax laws.

In the event the County fails to withhold such sums for any reason, it may require the Employee to promptly remit to the County sufficient cash to satisfy applicable income and employment withholding taxes.

15. **Headings.** The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of any provision hereof.
16. **Consultation With Attorney.** Both Parties expressly acknowledge the opportunity to consult with one (1) or more attorneys of said Party's choosing prior to the executing of this Agreement.
17. **Governing Law.** To the extent not governed by Federal law, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.
18. **Assignment or Subcontracting.** The Employee may not assign, subcontract or otherwise transfer the Employee's duties and/or obligations pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the day and year first above written.

IN THE PRESENCE OF:

Jamie L. Wenzel
Jamie L. Wenzel

COUNTY OF MENOMINEE:

By: *[Signature]*
Its: BOARD CHAIR

By: _____
Its: _____

EMPLOYEE: BRIAN J. NEUMEIER

Donna M. Unger
Donna M. Unger

Brian J. Neumeier
Brian J. Neumeier

Letter of Agreement

Between

Menominee County Administrator
And
Menominee County Board of Commissioners

RE: Contract Modification

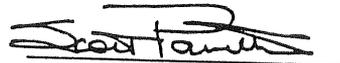
The aforementioned parties hereby mutually agree to modify the current contract to incorporate changes in health insurance coverage/premium share as negotiated with the Courthouse bargaining unit when initiated with that group.

The parties also agree to allow the Administrator to purchase up to 2 years of generic service time as provided by the MERS plan document, on the condition that is is 100% paid in full by the employee.

Signed the 23rd day of December, 2004



Brian J Neumeier
County Administrator



Scott Parrette
Board Chairman

EMPLOYMENT AGREEMENT

THIS AGREEMENT, dated this 26 day of February, 2007, by and between the **County of Menominee**, through its Board of Commissioners, whose address is 839 Tenth Avenue, Menominee, MI 49858 (hereinafter referred to as the "County"); and **Brian J. Neumeier**, whose address is N644 River Drive, Menominee, MI 49858 (hereinafter referred to as the "Employee"). The County and the Employee may hereinafter be individually referred to as a "Party" or may hereinafter be jointly referred to as the "Parties."

WITNESSETH:

WHEREAS, the County is desirous of hiring the Employee as the County Administrator of Menominee County pursuant to the terms and conditions herein provided; and

WHEREAS, the Employee is willing and desirous of committing his full time professional efforts toward serving the County as its County Administrator pursuant to the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter set forth, the County and the Employee hereto hereby agree as follows:

1. **Employment.** The County hereby agrees to employ the Employee as the County Administrator of the County during the Employment Term (as defined in Section 3), and the Employee hereby accepts such employment and agrees to serve the County subject to the general supervision, advice and direction of the Board of Commissioners of the County ("Board") and upon the terms and conditions set forth in this Agreement.
2. **Duties.** During the Employment Term, or any extension thereof, the Employee shall be the County Administrator of the County with such authority and duties as is customary for the chief administrative officer in such position, and shall perform such other services and duties as the Board may from time to time designate or require consistent with such position.

The Employee shall devote his full time, best efforts and undivided attention to the business and affairs of the County except for vacations and leave time to which he is entitled pursuant to the terms of this Agreement and except for illness or incapacity; provided, however, that the Employee may serve, or continue to serve, in any position or capacity that will not present a conflict of interest with the County, or materially affect the performance of the Employee's duties pursuant to this Agreement.

The Parties agree that the Employee's performance shall be reviewed by the County after the completion of the Employee's first six (6) months of employment, at the

completion of the Employee's first year of employment and on an annual basis thereafter.

3. **Employment Term.**

- (a) The Employee shall be employed under this Agreement for a term (the "Employment Term") commencing on January 25, 2007 ("Commencement Date") and terminating on the close of business on January 25, 2010, unless sooner terminated as provided in Section 6 hereof. Upon expiration of the initial term on January 25, 2010, this Agreement shall thereafter automatically be renewed from year to year unless either party provides written notification to the other of its intention not to so renew, which such notice must be given not later than sixty (60) days prior to the end of the initial term or any yearly renewal hereof. Neither the expiration of this Agreement, nor the giving of notice by either Party that said Party does not wish to extend the Employment Term (or any extension thereof) shall constitute a breach of this Agreement or termination of the Employee for the purposes of Section 6 or 7 of this Agreement.
- (b) The date on which the Employment Term, or any extensions thereof, is scheduled to terminate under Sections 3 (a) or 3 (b) shall hereinafter be referred to as the "Scheduled Termination Date."

4. **Compensation.**

- (a) **Base Salary.** The County shall pay the Employee annual base salary as compensation for his services hereunder as follows:

January 26, 2007 through January 25, 2008 - \$65,564.00

January 26, 2008 through January 25, 2009 – 2007/08 wage plus same percent increase as courthouse bargaining unit.

January 26, 2009 through January 25, 2010 - 2008/09 wage plus same percent increase as courthouse bargaining unit.

The Employee's compensation shall be payable in approximately equal installments in accordance with the payroll practices of the County for salaried employees.

In the event that this Agreement is extended beyond the Employment Term, or any extension thereof, during any such extension period, the Employee's base salary shall be annually increased by the amount of three percent (3%) over the Employee's previous annual base salary.

- (b) **Varied Work Hours.** The Parties acknowledge that the Employee is a supervisory employee, will work varied hours and is compensated on a salary basis. Without regard to the hours actually worked by the Employee, the Employee shall regularly receive each pay period a pre-determined amount

which shall be a pro-rata portion of the Employee's annual base salary. The amount of the Employee's regular compensation shall not be subject to reduction for any week in which the Employee works more or less hours than in other weeks, except that the Employee's compensation may be reduced by unpaid leaves of absences as approved by the Board.

- (c) **Additional Benefits.** During the Employment Term, or any extension thereof, in addition to base salary, the Employee shall be entitled to participate in and receive all other additional benefits available to non-union salaried County employees, except as otherwise provided in this Agreement. By way of example only, the Employee shall be eligible to participate in and receive the following benefits: life insurance benefits, hospitalization and medical insurance benefits, travel allowance benefits, holiday benefits, funeral leave benefits, military reserve training leave benefits, worker's compensation benefits, jury leave benefits and leaves of absence without pay.

In lieu of being provided the same vacation and/or personal leave benefits provided non-union salaried County employees (including the personal leave benefits in Section 15 of the 2001 Menominee County Personnel Manual), it is expressly agreed by and between the Parties that the Employee shall be granted four (4) weeks of vacation leave during each year of the Employment Term, and each year thereafter if the Employment Term is extended.

The County expressly acknowledges that the Employee is and shall continue to be covered by the Municipal Employees Retirement System (MERS). In lieu of being provided the same retirement plan benefits provided non-union salaried County employees (including the retirement benefits in Section 10 C. of the 2001 Menominee County Personnel Manual), the County agrees to provide the Employee, at no cost to the Employee, with coverage pursuant to the MERS B-3 Plan and the E-2 Plan, with the F-55/15 years waiver, and the V-10 and FAC-3 riders.

5. **Reimbursement of Expenses.** In addition to the compensation provided for pursuant to Section 4 of this Agreement, upon submission of proper vouchers and in accordance with the policies and procedures established by the County in effect from time to time, the County shall pay or reimburse the Employee for all normal and reasonable expenses, including travel expenses, incurred by the Employee during the Employment Term, or any extension thereof, in connection with the Employee's responsibilities to the County.
6. **Termination.** Notwithstanding Section 3 hereof, the Employment Term, or any extension thereof, shall terminate prior to the Scheduled Termination Date upon the occurrence of any of the following events:
- (a) **Death.** The death of the Employee.

- (b) **Disability.** The Employee's Permanent Disability [as such term is defined in Section 6 (e)].
- (c) **Termination Without Cause.** The Employee's Termination Without Cause [as such term is defined in Section 6 (e)].
- (d) **Termination For Cause.** The Employee's Termination For Cause [as defined in Section 6 (e)].
- (e) **Definitions.** For purposes of this Agreement:
 - (i) "Permanent Disability" shall mean that by reason of a physical or mental disability or infirmity which has continued for a period of six months, the Employee is continuously unable to perform the duties contemplated by this Agreement, or the effective date of a MERS Disability Retirement, whichever is first. The determination of Permanent Disability shall be made by a medical board certified physician mutually acceptable to the County and the Employee (or the Employee's legal representative, if one has been appointed), unless a MERS Disability Retirement is sought. If a MERS Disability Retirement is sought, the determination of Permanent Disability shall be made by the MERS Retirement Board and its Medical Advisor in accordance with the Retirement Plan and MERS regulations. The Employee agrees to submit such medical evidence regarding such disability or infirmity as is reasonably requested by the County and MERS.
 - (ii) "Termination For Cause" shall mean any termination of the employment of the Employee for "Cause." For purposes of this Agreement, the termination of the Employee's employment shall be deemed to have been for Cause only:
 - (A) If termination of his employment shall have been the result of the Employee's willful engaging in dishonest or fraudulent actions resulting or intended to result directly or indirectly in any demonstrable material harm to the County; or
 - (B) If there has been a willful and continued failure by the Employee (except by reason of incapacity due to physical or mental illness) to comply with the provisions of this Agreement or the directives or policies of the Board, and the Employee shall have either failed to remedy such alleged breach within ten (10) days from his receipt of written notice from the County demanding that he remedy such alleged breach or shall have failed to take all reasonable steps to that end during such ten (10) day period and thereafter; or
 - (C) If the Employee is convicted or pleads guilty or nolle contendere to a felony or any work-related misdemeanor;

- (D) If the Employee's employment shall be terminated by the County for Cause, the Employee shall have the right to contest such termination.
- (iii) "Termination Without Cause" shall mean any termination of the employment of the Employee by the County other than Termination For Cause or upon death, or Permanent Disability. Termination With or Without Cause may occur only upon the affirmative vote of at least a majority of the entire membership of the Board at a meeting called and held for that purpose.
- (iv) Any termination of the Employee's employment by the County [other than termination pursuant to Section 6(a)] shall be communicated by written "Notice of Termination" to the Employee. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated.
- (v) The "Date of Termination" shall mean (A) if the Employee is terminated by his death, the date of his death, (B) if the Employee's employment is terminated due to a Permanent Disability, the date specified in the Notice of Termination, (C) if the Employee's employment is terminated pursuant to a Termination For Cause, the date specified in the Notice of Termination, (D) if the Employee's employment is terminated for any other reason, the date specified in the Notice of Termination.

7. Termination Benefits.

- (a) **Death.** If the Employee's employment is terminated by his death, the County shall pay to his surviving spouse, or if he leaves no spouse, to his estate any and all earned, but unpaid compensation, and benefits earned by the Employee or vested under Section 4 of this Agreement through the Employee's Date of Termination.
- (b) **Permanent Disability.** If the Employee's employment is terminated by his Permanent Disability, the County shall pay through the Employee's Date of Termination, any compensation and benefits earned or vested by the Employee under Section 4 of this Agreement. To the extent permitted under the life, medical, dental and disability plans then maintained by the County for non-union employees, the County shall, at the Employee's or the Employee's legal representative's request and upon the Employee's payment of all costs and premiums, cause to be continued benefits under such group plans to the Employee at the same coverage levels maintained by the County for non-union salaried County employees, which shall run concurrently with the Employee's COBRA period. Such coverage shall cease upon the earlier of (i) in the case of

medical and dental benefits, at the expiration of the Employee's COBRA rights, (ii) the Employee's death, (iii) the Employee's full-time employment by another employer, (iv) in the case of life and disability benefits, at the date the insurance plan provider indicates that participation in the group plan must cease, (v) upon the Employee's failure to timely pay the County for the insurance premium costs.

(c) **Termination For Cause.** In the case of a termination of the Employee pursuant to Section 6 (e) (ii) of this Agreement, the County's obligations to the Employee shall cease after the Employee's Date of Termination and the County shall not be liable to pay the Employee's Base Salary and supplemental compensation, nor shall the Employee have any rights to further participate in employee benefit plans of the County pursuant to Section 4, except the Employee shall be entitled to any rights or benefits that have become vested prior to the Date of Termination. The County shall pay the Employee his Base Salary and any other compensation or benefits earned or vested through the Date of Termination, at the rate in effect at the time the Notice of Termination is given, in a lump sum within thirty days of the Date of Termination.

(d) **Termination Without Cause.** If during the Employment Term, or any extension thereof, the Employee shall be terminated from employment based on a Termination Without Cause, the Employee shall be entitled to receive the following payments and benefits:

(i) **Salary.** The Employee's Base Salary earned through the Date of Termination at the rate in effect at the time the Notice of Termination is given.

(ii) **Benefits.** All fringe benefits shall cease upon the Date of Termination, except the employee may extend medical and dental insurance coverage, at the Employee's expense, to the extent permitted under COBRA; and retirement benefits shall be as provided in the MERS Plan.

(iii) **Severance Payment.** In the event that the Employee's termination pursuant to this Section 7 (d) causes the Employment Term, or any extension thereof, to end before the Scheduled Date of Termination, the County shall pay as severance compensation to the Employee an amount equal to the next one hundred eighty (180) days of Employee's Base Salary (excluding any and all fringe benefit costs) that the County would have paid to the Employee if the County had elected not to terminate this Agreement.

Any such payment(s), unless otherwise agreed to the contrary by the Parties, shall be paid in a single sum, within ninety (90) days following the Employee's Termination Date.

8. **Return of Property.** Upon termination of this Agreement for any reason, the Employee agrees to promptly return all documents, correspondences, files, papers or property of

any kind, in all type or nature pertaining to the County, that the Employee may have in his possession or control. The Employee agrees to sign a statement verifying the return of all such property.

9. **Notices.** Any notice required or permitted by this Agreement shall be in writing, sent by registered or certified mail, return receipt requested, addressed to the County and the Employee at the County's then principal office, or to the Employee at the address set forth in the preamble, as the case may be, or to such other address or addresses as any party hereto may from time to time specify in writing for the purpose in a notice given to the other parties in compliance with this Section 9. Notices shall be deemed given when received, or ten (10) days after mailing, whichever is first.
10. **Reporting and Disclosure.** The County, from time to time, may be required by law to provide government agencies with reports concerning this Agreement. The County shall provide the Employee with such disclosure concerning this Agreement as may be required by law or as the County may deem appropriate.
11. **Complete Agreement.** This Agreement constitutes the complete agreement concerning the employment arrangement between the Parties and shall, as of the effective date hereof, supersede any and all prior contracts, oral or written, between the Parties, if any. It is understood and agreed that this Contract shall supercede and take precedence over any other document, handbook, benefit plan, compensation scale system, or other material which could otherwise be construed as being contractual in nature, whether in existence prior to, currently or subsequent to the execution of this Agreement, unless such other document, handbook, plan, compensation scale system, or material is made expressly applicable to the Employee by formal resolution of the County. It is further understood that no County personnel has authority to enter into any employment agreement with the Employee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by the Board.
12. **Modification and Waiver.** No modification or amendment of this Agreement shall be valid unless in writing and signed by or on behalf of the parties to this Agreement. A waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition.
13. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provisions of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be held invalid or unenforceable, such invalidity and unenforceability shall not affect the remaining provisions hereof and the application of such provisions to other persons or circumstances, all of which shall be enforced to the greatest extent permitted by law.

- 14. **Withholding.** The compensation provided to the Employee pursuant to this Agreement shall be subject to any withholdings and deductions required by any applicable tax laws. In the event the County fails to withhold such sums for any reason, it may require the Employee to promptly remit to the County sufficient cash to satisfy applicable income and employment withholding taxes.
- 15. **Headings.** The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of any provision hereof.
- 16. **Consultation With Attorney.** Both Parties expressly acknowledge the opportunity to consult with one (1) or more attorneys of said Party's choosing prior to the executing of this Agreement.
- 17. **Governing Law.** To the extent not governed by Federal law, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.
- 18. **Assignment or Subcontracting.** The Employee may not assign, subcontract or otherwise transfer the Employee's duties and/or obligations pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the day and year first above written.

IN THE PRESENCE OF:

COUNTY OF MENOMINEE:

Barb Morrison
Menominee County Clerk

By: Jim Lynch
Its: Menominee County Board Chairman

By: _____
Its: _____

Jamie L Wenzel
Jame L Wenzel

EMPLOYEE: BRIAN J. NEUMEIER
Brian Neumeier
Brian J. Neumeier