



**GLADWIN COUNTY
DISTRICT BOARD OF COMMISSIONERS**

401 West Cedar Avenue
Gladwin, Michigan 48624
(989) 426-4821

commissioners@gladwincounty-mi.gov

COMMITTEE OF THE WHOLE

July 27, 2021 9:00 a.m.

Agenda and supporting attachments are subject to change.

1. Public Comments:

2. City Administrator's Report:

3. County Affairs:

1. Gypsy Moth program and proposed millage wording – *Interim Administrator*
2. Transfer of ARPA funds due to General Fund based on 2019-20 baseline – *Interim Administrator Maveal & Treasurer Van Tiem*

4. County Facilities and Transportation:

5. Data:

1. Network Connectivity project, Animal Control – *Commissioner Kyle Grove*

6. 511 Council:

7. Gladwin Parks and Recreation:

8. Insurance:

9. Memorial Restoration:

10. MERs:

11. Public Safety:

12. Personnel:

1. Letter of Understanding, UAW Local 1974 Unit 7 – *Interim Administrator Maveal*
2. Laura Maveal request for payment of unused time and benefits – *Commissioner Kyle Grove*
3. Request for continued employment for Linda Hawkins – *Interim Administrator Maveal*

13. Finance:

1. Approval of the FY 2022 Michigan Indigent Defense Commission Grant Award – *Interim Administrator Maveal*

2. Advance from Unallocated Fund 516 to General Fund for the payment of expenses – *Interim Administrator Maveal & Treasurer Van Tiem*
3. Request from the Animal Shelter Committee to establish a project fund from Gladwin County Community Foundation – *Interim Administrator Maveal*

14. Report from Civil Attorney:

1. Interim Administrator Contract
2. Process on the selection of a County Administrator
3. County Administrator Employment Contract – *Executive Session*
4. Union Negotiations – Deputy Group – *Executive Session*

Gypsy Moth Millage Options

Option #1 2 Mill Proposal

For the purpose of authorizing funding for the Gladwin County Gypsy Moth Suppression Program to monitor, control, and reduce Gypsy Moth outbreaks in Gladwin County, shall the constitutional limitation upon the total amounts of taxes which may be assessed in one (1) year upon all property within the County of Gladwin, Michigan be increased by up to 2.0000 of two (2) mill (\$2.00 per \$1,000.00 of state taxable valuation), for a period of three (3) years, from 2021 through 2023, inclusive (commencing with the December 2021 tax collection)? If approved and levied in full, this millage will raise an estimated additional \$2,096,090.92 in the first calendar year of the levy, based on state taxable valuation, to operate the Gladwin County Gypsy Moth Suppression Program. If approved and levied, a portion of the millage monies raised in their respective jurisdictions may also be captured by the Downtown Development Authority of the Cities of Beaverton and Gladwin, Gladwin County Landbank Authority and Brownfield Authority of Gladwin County pursuant to State law.



Option #2 1 Mill Proposal

For the purpose of authorizing funding for the Gladwin County Gypsy Moth Suppression Program to monitor, control, and reduce Gypsy Moth outbreaks in Gladwin County, shall the constitutional limitation upon the total amounts of taxes which may be assessed in one (1) year upon all property within the County of Gladwin, Michigan be increased by up to 1.0000 of one (1) mill (\$1.00 per \$1,000.00 of state taxable valuation), for a period of three (3) years, from 2021 through 2023, inclusive (commencing with the December 2021 tax collection)? If approved and levied in full, this millage will raise an estimated additional \$1,048,045.46 in the first calendar year of the levy, based on state taxable valuation, to operate the Gladwin County Gypsy Moth Suppression Program. If approved and levied, a portion of the millage monies raised in their respective jurisdictions may also be captured by the Downtown Development Authority of the Cities of Beaverton and Gladwin, Gladwin County Landbank Authority and Brownfield Authority of Gladwin County pursuant to State law.

Option #3 Flat Rate Proposal – based on one (1) Mill

Shall Gladwin County impose up to a Thirty-Eight (\$38.00) dollar a year assessment, upon each parcel, for a period of three (3) years, 2021 through 2023 inclusive, commencing with the December 2021 tax collection, to provide funding for the purpose of Gypsy Moth Control within the County of Gladwin, thereby raising and estimated \$1,052,296.00 in the first year the assessment is levied?

Option #4 Flat Rate Proposal – based on two (2) Mill

Shall Gladwin County impose up to Seventy-Six (\$76.00) dollar a year assessment, upon each parcel, for a period of three (3) years, 2021 through 2023 inclusive, commencing with the December 2021 tax collection, to provide funding for the purpose of Gypsy Moth Control within the County of Gladwin, thereby raising and estimated \$2,104,592 in the first year the assessment is levied?

GL Number	Description	2020 Amended			
		Budget	2020 Activity	2019 Activity	
--- Estimated Revenue ---					
101-000-425.000	TRAILER TAX FEES	1,668.00	1,707.00	1,814.50	(107.50)
101-000-441.000	LOCAL COM STABILIZATION SHARE TAX	38,000.00	32,815.49	40,542.85	(7,727.36)
101-000-477.000	BUILDING PERMITS	145,000.00	142,388.80	149,964.32	(7,575.52)
101-000-477.001	MECHANICAL PERMITS	63,634.00	63,634.50	64,142.85	(508.35)
101-000-480.000	TREASURERS-DOG LICENSES	25,000.00	18,415.00	23,734.00	(5,319.00)
101-000-482.215	CO. CLERK - MARRIAGE LICENSES	1,560.00	730.00	1,395.00	(665.00)
101-000-486.000	ZONING PERMIT FEES	16,000.00	14,050.00	15,800.00	(1,750.00)
101-000-486.002	ZONING APPEALS	1,300.00	900.00	1,200.00	(300.00)
101-000-520.000	INCENTIVE-FOC	27,500.00	25,794.00	27,543.23	(1,749.23)
101-000-521.000	CRP-FRIEND OF THE COURT	140,000.00	100,094.04	117,667.89	(17,573.85)
101-000-539.131	DRUG CASE MGMT - CIRCUIT	500.00	298.92	385.43	(86.51)
101-000-539.136	DRUG CASE MGMT - DISTRICT	500.00	249.10	461.50	(212.40)
101-000-540.136	DRUNK DRIVING CASEFLOW - DISTRICT	10,000.00	5,462.48	6,353.74	(891.26)
101-000-547.001	INDIGENT DEFENCE MDCGP GRANT	138,853.00	101,254.20	144,535.48	(43,281.28)
101-000-564.000	JUVENILE OFFICER	65,000.00	13,658.52	27,317.04	(13,658.52)
101-000-565.000	WELFARE FRAUD	0.00	0.00	337.50	(337.50)
101-000-567.000	VICTIMS RIGHTS/ DISTRICT COURT	4,000.00	3,162.62	3,871.98	(709.36)
101-000-569.000	VICTIM'S RIGHTS GRANT - P.A.	39,961.00	47,129.36	47,165.61	(36.25)
101-000-577.000	LIQUOR LAW ENFORCEMENT	8,000.00	7,062.55	8,232.95	(1,170.40)
101-000-579.000	VOTER REGISTRATION	120.00	101.60	154.72	(53.12)
101-000-601.136	DISTRICT COURT COSTS	300,000.00	246,777.94	297,579.47	(50,801.53)
101-000-601.148	PROBATE COURT COSTS	10,700.00	3,299.50	9,474.13	(6,174.63)
101-000-601.215	CIRCUIT COURT COSTS	40,000.00	36,332.50	40,799.51	(4,467.01)
101-000-602.001	DISTRICT COURT-ASSESSMENT FEES	4,500.00	3,000.00	4,077.00	(1,077.00)
101-000-602.002	DISTRICT CT-ORV ENFORCEMENT COUNTY	750.00	0.00	875.00	(875.00)
101-000-602.003	DISTRICT COURT-OVERSIGHT FEES	31,000.00	22,128.65	28,326.23	(6,197.58)
101-000-603.148	PROBATE CT - OVERSIGHT FEES	8,400.00	4,380.73	7,559.27	(3,178.54)
101-000-604.000	VENDING MACHINE SALES	300.00	0.00	150.33	(150.33)
101-000-607.215	CO. CLERK - FEES	50,000.00	44,393.45	50,541.99	(6,148.54)
101-000-608.215	CLERK - CIRCUIT CT FILING FEES	4,250.00	4,216.00	4,495.00	(279.00)
101-000-609.000	DISTRICT COURT-CIVIL FEES	57,000.00	43,024.00	55,453.00	(12,429.00)
101-000-609.148	PROBATE COURT FEES	12,000.00	8,914.92	10,913.53	(1,998.61)

101-000-609.215	JURY DEMAND FEES	1,300.00	960.00	1,440.00	(480.00)
101-000-609.301	SHERIFF FEES - PAPER SERVICE	19,000.00	10,629.63	17,320.15	(6,690.52)
101-000-610.215	GARNISHMENT - RESTITUTION	500.00	445.00	500.00	(55.00)
101-000-611.000	PROBATE COURT ATTY REIMBURSEMENT	5,000.00	2,264.01	5,450.00	(3,185.99)
101-000-614.000	REGISTER OF DEEDS-REMONUMENTATION	350.00	376.62	457.68	(81.06)
101-000-618.002	DRAIN COMMISSIONER SERVICES, COPIES & FE	0.00	0.00	102.95	(102.95)
101-000-620.000	TREASURER COPY & SERVICE FEES	13,000.00	9,382.10	14,462.46	(5,080.36)
101-000-621.148	PROBATE 25% CHILDCARE	100.00	70.00	73.75	(3.75)
101-000-623.004	BOND SERVICE FEE - SHERIFF DEPT.	100.00	0.00	10.00	(10.00)
101-000-624.003	FINGERPRINT FEE/OTHERS	3,000.00	2,960.50	3,356.25	(395.75)
101-000-625.000	CO. CLERK CIRCUIT COURT - MOTION FEES	1,370.00	1,370.00	1,470.00	(100.00)
101-000-625.001	CO. CLERK CIRCUIT COURT - SERVICE FEES	2,900.00	2,362.20	2,922.44	(560.24)
101-000-628.000	MEDICAL/CONVEYING PRISONERS	3,900.00	785.49	2,987.45	(2,201.96)
101-000-629.301	P.I.T. SHERIFF DEPT	800.00	155.00	785.00	(630.00)
101-000-638.000	JUROR FEE COMPENSATION	2,000.00	0.00	2,449.00	(2,449.00)
101-000-641.001	ROOM & BOARD / WORK RELEASE	7,000.00	0.00	8,245.00	(8,245.00)
101-000-641.002	ROOM & BOARD / OUT COUNTY	25,000.00	0.00	20,030.00	(20,030.00)
101-000-641.004	ROOM & BOARD / IN COUNTY	44,000.00	27,707.64	48,719.26	(21,011.62)
101-000-641.005	ROOM & BOARD / WEEKENDS	18,000.00	5,900.00	18,100.00	(12,200.00)
101-000-641.006	ROOM & BOARD / SI	4,000.00	2,400.00	5,200.00	(2,800.00)
101-000-642.000	VISITATION FEES/SHERIFF DEPT	4,000.00	1,405.00	4,029.00	(2,624.00)
101-000-643.000	CIGARETTE SALES - SHERIFF DEPT	30,000.00	28,056.00	32,256.00	(4,200.00)
101-000-654.000	PARKS & REC/USE & ADM FEES/RENTALS	3,000.00	1,353.21	3,459.01	(2,105.80)
101-000-656.000	DISTRICT COURT-FORFEITURES/ORDINANCES	12,000.00	8,377.50	11,105.00	(2,727.50)
101-000-660.000	PAROLE VIOLATION/DETAINEES	10,000.00	666.40	10,395.84	(9,729.44)
101-000-663.215	BOND FORFEITURE/COSTS	2,800.00	1,340.00	2,470.00	(1,130.00)
101-000-665.000	INTEREST INCOME	692.00	692.55	3,648.59	(2,956.04)
101-000-665.105	PA 105 INTEREST	1,500.00	0.00	2,173.16	(2,173.16)
101-000-670.000	GIS COUNTER REVENUE	1,500.00	88.00	720.00	(632.00)
101-000-671.426	OTHER REVENUES - EOC CIVIL DEF. GRANT	36,000.00	0.00	16,641.22	(16,641.22)
101-000-676.000	REIMBURSEMENT -DC CT APPOINT ATTY	50,000.00	32,747.95	47,550.15	(14,802.20)
101-000-677.000	REIMBURSEMENT-RESTITUTION COUNTY	1,205.00	1,205.60	1,373.14	(167.54)
101-000-678.001	OUT COUNTY MEDICAL REIMBURSEMENT	39.00	39.26	907.58	(868.32)
Total Estimated Revenue:		10,882,415.00	10,246,682.30	11,113,522.29	(344,559.60)

Finance Committee Minutes

July 19, 2021

1:00 p.m. – 2:15 p.m.

Present: Commissioner Moore, Commissioner Taylor, Treasurer VanTiem and Interim Administrator Maveal

Discussion on the 2020 budget process.

The committee discussed the request from the Gladwin County Trail Authority on funding for the Bike/Walk Trail project. Gladwin County is named as the recipient to all grant applications and is responsible for the disbursement of payments on the project. This project is eligible to be claimed as part of the County Revenue Sharing (CIP – County Incentive Program) by contributing to the creation a Parks and Walking Paths (sidewalks). Discussion on how to assist in funding the project as part of the county to increase our exposure to additional revenue sharing for years to come.

Discussion on the ARPA funding received from the State. Half of the funding has been received and the balance will be deposited in 2022. Baseline revenue due back to the General Fund from 2019 – 2020 revenue collections is in the amount of \$344,559.60. The committee would like to see those funds used to pay down the debt owed on the energy efficiency loan and a portion to the Bike/Walk Trail project to promote sustainable growth for the county's revenue sharing. The committee will propose applying the 2020 baseline from ARPA funds in the following manner: \$77,690.00 to fund 298 – Trail Authority for the purpose of establishing parks and creating sidewalks. \$266,869.60 to be transferred to the General Fund to make an additional principal payment toward the energy efficiency loan, saving an approximate \$7,476.00 in interest costs.

Detailed conversation on the best millage option to handle the Gypsy Moth issue. The committee will commit to handling an extensive mass count this fall and place a flat rate millage (based on the one mil proposal) on the November 2021 ballot. The proposed millage language will read up to \$38.00 per parcel. Discussion on a future process for a lake assessment if appropriate and deemed necessary. *(After the meeting, with review from Equalization and Attorney Hoerauf, it was determined that a 1 mill millage would be assessed vs. the flat rate)*

The request for payment of unused vacation time and benefits submitted by Ms. Maveal was reviewed. Once verified as appropriate by the Civil Attorney, this request will be submitted to the full Board for approval and payment.

Rick Ghent, Maintenance Supervisor, has submitted a quote for a privacy fence for the boiler pipe. This request will be tabled and sent to the Building and Grounds committee for review and consideration.

Interim Administrator Maveal stated her intention to work with the Union and Attorney Hoerauf on a "part time/as needed" Building Official to handle inspections in the absence of Mr. Schneider. With Union approval, this matter will be placed in front of the Board for their consideration.

Submitted: Laura Brandon-Maveal
Gladwin County Interim Administrator

Buckeye Trailhead Estimate Recap

Construction portion of estimate	\$300,000
Engineering portion of estimate (Lapham)	<u>\$45,000</u>
Original Project Estimate	\$345,000

Low bid received on 7/9/21

John Henry Excavating	\$362,000 Base Bid	\$57,000 Pavillion Add
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Materials for Pavillion (Flynn's)	\$9,930
Concrete floor (Estimated at \$6/SF 960 SF)	\$5,760
Engineering portion of estimate (Lapham)	<u>\$45,000</u>
Revised project estimate	\$422,690

Project overage from original estimate

\$77,690

DNR Trust Fund Grant	\$255,300	Grant end date 8/31/2022
Current checking account balance	\$210,841	
Amount already given to county for Eng services	\$50,000	
In-Kind donation (DeVere Dennings)	-\$10,000	

Two Reimbursement Request

Working capital in account at county	250,000
1st reimbursement request	<u>240,000</u>
Balance	10,000
Reimbursement at 74%	<u>177,600</u>
Working Capital	187,600
2nd reimbursement request	<u>182,690</u>
Balance	4,910
Remaining reimbursement	<u>77,700</u>
Balance	82,610

Total amount requested 422,690

Total reimbursement from state (Grant amount) 255,300

Starting Capital from GCTRA 250,000

Amount returned to GCTRA 82,610

Total of match and bid overage 167,390
(89,700 match and 77,690 overage)

EUIPI CIP

Gladwin County Trails Recreation Authority's Buckeye Trailhead Project

• 6' HMA Paved Trail (2,500 lf)	\$130,000 - claim
• Paved Parking Lot & Entrance	\$55,000
• B.F. Privy	\$25,000
• Pavilion	\$50,000 - claim
• Canoe/Kayak Launch	\$25,000 - claim
• <u>Information Kiosk</u>	<u>\$10,000</u>
• Construction Subtotal	\$295,000
• Permit Fees	\$3,000 - claim
• <u>MNRIF Sign</u>	<u>\$2,000</u>
• Subtotal	\$300,000
• <u>Engineering (15%)</u>	<u>\$45,000</u>
• TOTAL	\$345,000

I.T. RIGHT

**Information Technology Solutions that
Work for Local Government**

5815 East Clark Rd Suite G
Box 160
48808 Bath
United States

QUOTE

Number ITRQ20103

Date Jul 21, 2021

Sold To

Gladwin County-MI
Laura Brandon-Maveal

Ship To

Gladwin County-MI
Laura Brandon-Maveal

From The Desk Of



mallen

855-487-4448

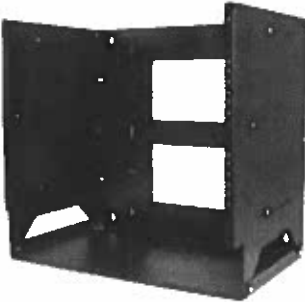
mallen@itright.com

Phone 989-426-4821
Fax

Phone 989-426-4821
Fax

Here is the quote you requested.

Terms	P.O. Number	Ship Via
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Line	Qty	Description	Unit Price	Ext. Price
1		<i>connecting Animal Control into the county network</i>		
2	1	StarTech.com 8U Wallmount Server Rack with Built-in Shelf - Solid Steel - Adjustable Depth 12in to 18in - Mount your server, network and telecom devices to the wall, while storing your non-rackmountable equipment on the built-in shelf - 8U Wall-mount rack - Wall rack - Server Rack with wall mount shelf - Network rack - Wall-mount rack - Server rack shelf	\$140.91	\$140.91
				
3		<i>DWP to mount</i>		
4	1	Cisco SG350-10MP 10-Port Gigabit PoE Managed Switch - 10 Network, 2 Expansion Slot - Manageable - Optical Fiber, Twisted Pair - Modular - 3 Layer Supported - Desktop - 5 Year Limited Warranty	\$524.24	\$524.24
5	1	Cisco FirePOWER 1010 Next-Generation Firewall	\$650.00	\$650.00

* For orders over \$5000, payment for the hardware/software is required prior to processing the order.

Thanks for choosing I.T. Right!

Line	Qty	Description	Unit Price	Ext. Price
6	1	APC by Schneider Electric Smart-UPS C 1000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 9.20 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R (SMC1000-2UC)	\$526.58	\$526.58
7	4	7' Cat6 Patch	\$6.50	\$26.00

* For orders over \$5000, payment for the hardware/software is required prior to processing the order.

Please contact me if I can be of further assistance.

SubTotal	\$1,867.73
Tax	\$0.00
Shipping	\$0.00
Total	\$1,867.73

* For orders over \$5000, payment for the hardware/software is required prior to processing the order.

Thanks for choosing I.T. Right!

LETTER OF UNDERSTANDING

BETWEEN:

UAW Local 1974, Unit #7 and Gladwin County Board of Commissioners

The parties below indicate their concurrence of this agreement with their signature and date where indicated.

Gladwin County Board of Commissioners has exercised its management rights retained within Article 3, of the Collective Bargaining Agreement between the County and UAW Local 1974 Unit 7 to provide an individual to serve as a part time, on call Building Official. This individual is selected to serve in the absence of the Building Official for reasons of illness, extended leave, discipline, termination, or death, on a temporary and part-time basis. The individual is outside the Unit Recognition language contained in Article 2 of the Collective Bargaining Agreement, as a Casual employee. To that end, the Collective Bargaining Agreement will not apply.

Brian Bosak, International UAW Representative Date

Karen Moore, Board of Commissioners Chairperson Date

Rick Ghent UAW Local 1974 Chairperson Date

Kyle Grove, Personnel Committee Date

James Maveal UAW Local 1974 Representative Date

Employee Date

JOSHUA M. FARRELL
District Court Judge

Elizabeth M. Post
Magistrate-Attorney

Linda K. Hawkins
Court Reporter

Stacy M. Gasiciel
Probation Officer

State of Michigan
80TH DISTRICT COURT
CLARE AND GLADWIN COUNTIES



Dear County Board Members:

The Court would like to renew our request to extend the part-time employment of Linda Hawkins through the month of August, with up to an additional 8 hours per week available. As jury trials begin running again, it is imperative to have a recorder with the experience of managing a jury trial train the other recorders in our office.

Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joshua M. Farrell".

Hon. Joshua M. Farrell
District Court Judge

EMPLOYMENT AGREEMENT

This Agreement is made on July ____, 2021, between the County of Gladwin, a Michigan County government, whose principal offices are located at 401 W. Cedar, Gladwin MI 48624 (Employer), and Laura Brandon-Maveal, Employee). The parties have negotiated certain terms of the Employee's employment with the Employer and have come to certain understandings about the terms and conditions of employment and wish to evidence this in writing.

PURPOSE

The Employee has been Employed by the County of Gladwin as its Interim Administrator, commencing on January 1, 2021, previously having been an elected official of the County, the County Clerk, for a term ending on December 31, 2020. Consequently, this Agreement shall be retroactive to, and memorializes the verbal agreement made at commencement of Employment in this position, which was a new position created on that date.

In consideration of the premises and of the benefits to be derived from the mutual observance of the covenants in this Agreement, the parties agree as follows:

I. EMPLOYMENT

The Employer employs the Employee as its Interim County Administrator to perform the duties described in Section III of this Agreement, and the Employee accepts such employment on all of the terms and conditions set forth in this Agreement.

II. TERM

The term of this Agreement shall begin on January 1, 2021, and expire upon her previously submitted resignation, effective July 28, 2021.

III. DUTIES

A. The Employee, as the Interim County Administrator of the Employer, agrees and promises to perform and discharge, well and faithfully, the duties assigned to her by the Employer for the conduct of the Employer's business. Those duties shall include those generally assigned to the Interim County Administrator or a county administrator, and the Employee's job description as it may be amended from time to time in the absolute discretion of the Employer. The Employee agrees to perform those duties necessary to meet the expectations and goals of the Employer as established from time to time by the Employer.

B. The Employee shall devote such time, attention, and energies to the business of the Employer as is necessary for the Employee to satisfactorily perform her duties as

Interim County Administrator. Except as otherwise provided in this Agreement or the Employer's policies as adopted by its Board of County Commissioners, the Employee shall not, during the term of this Agreement, be engaged in any other business activity or accept any other employment, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, without prior approval of the Employer.

C. The Employer may provide the Employee a periodic evaluation based on the Employee's job description, mutually determined objectives, and the Employee's effectiveness as Interim County Administrator. The Employer shall have the right, in addition, to evaluate the Employee at any other time during the term of this contract based on criteria determined by the Employer.

IV. COMPENSATION

Effective January 1, 2021, the Employee shall receive an annual salary of \$55,000, payable bi-weekly, or in other installments that are consistent with the Employer's regular payroll practices and procedures.

V. BENEFITS

The Employer shall provide the Employee with those fringe benefits that the Employer provides to exempt managerial employees and are generally described by the Non-Union Employee Benefits Manual adopted by the County, for employees hired before January 1, 2013, as it may be amended from time to time at the absolute discretion of the Employer.

VI. AT WILL EMPLOYMENT

Employee agrees and understands that she is an employee at will, and nothing herein constitutes her other than an employee at will. Employee's employment may be terminated by Employee or Employer at any time. The period during which Employee is employed under this Agreement is referred to as the "Employment Term."

VII. TERMINATION BY EMPLOYEE

This Agreement may be terminated by the Employee at any time; provided, however, that the Employee gives the Employer at least two weeks' prior written notice of voluntary termination. Notice of voluntary termination shall be by written notice provided to the Chairperson of the Board of County Commissioners. If the Employee fails to provide this notice of voluntary termination, she will forfeit any accrued paid time off that the Employee is entitled to when this Agreement is terminated. When 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.

VIII. ASSIGNMENT PROHIBITED

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

IX. MISCELLANEOUS

A. This Agreement contains all of the terms and conditions of the contractual relationship between the parties, and no amendments or additions to this Agreement shall be binding unless they are in writing and signed by both parties.

B. This Agreement shall be binding on the parties, their legal representatives, successors, and assigns.

C. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have been made by the Employer.

D. The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement or any of its sections, nor do they in any way affect this employment Agreement.

E. The Employee shall comply with all reporting and recording requirements regarding compensation expenditures and benefits provided by the Employer under the U.S. Internal Revenue Code, as amended, and any of its rules and regulations.

X. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail or certified mail, return receipt requested, to the Employee at her residence or to the Employer at its principal place of business, Attention: Chairperson K. Moore, or the officer or address that the Employer shall provide the Employee.

XI. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

XII. SEVERABILITY

The invalidity of all or any part of any sections, subsections, or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

The parties have executed this Agreement on the date listed on the first page of this Agreement.

WITNESSES

EMPLOYER

COUNTY OF GLADWIN

BY: Ronald Taylor
ITS: Vice Chairperson

EMPLOYEE

LAURA BRANDON-MAVEAL

EMPLOYMENT AGREEMENT

This Agreement is made on July ____, 2021, between the County of Gladwin, a Michigan County government, whose principal offices are located at 401 W. Cedar, Gladwin MI 48624 (Employer), and _____, whose address is _____ (Employee). The parties have negotiated certain terms of the Employee's employment with the Employer and have come to certain understandings about the terms and conditions of employment and wish to evidence this in writing.

PURPOSE

The Gladwin County Board of Commissioners has created the new position of County Administrator, as set forth on the attached Performance/Goals and Objectives document.

The Employee desires to provide such services and is qualified to perform the same.

In consideration of the premises and of the benefits to be derived from the mutual observance of the covenants in this Agreement, the parties agree as follows:

I. EMPLOYMENT

The Employer employs the Employee as its County Administrator to perform the duties described in Section III of this Agreement, and the Employee accepts such employment on all of the terms and conditions set forth in this Agreement.

II. TERM

The term of this Agreement shall begin on July ____, 2021, and will continue for a term of three years, as set forth herein. Thereafter, the Agreement shall continue on a year-to-year basis unless either party serves written notice on the other of non-renewal or intent to renegotiate the terms of the Agreement. Notice shall be given at least thirty (30) days before the expiration of the term.

III. DUTIES

A. The Employee, as the Interim County Administrator of the Employer, agrees and promises to perform and discharge, well and faithfully, the duties assigned to Employee by the Employer for the conduct of the Employer's business. Those duties shall include those generally assigned to the Interim County Administrator or a county administrator, and the Employee's job description as it may be amended from time to time in the absolute discretion of the Employer. The Employee agrees to perform those duties necessary to meet the expectations and goals of the Employer as established from time to time by the Employer. See Attached Performance/Goals and Objectives document.

B. The Employee shall devote such time, attention, and energies to the business of the Employer as is necessary for the Employee to satisfactorily perform Employee's duties as County Administrator. Except as otherwise provided in this Agreement or the Employer's policies as adopted by its Board of County Commissioners, the Employee shall not, during the term of this Agreement, be engaged in any other business activity or accept any other employment, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, without prior approval of the Employer.

C. The Employer may provide the Employee a periodic evaluation based on the Employee's job description, mutually determined objectives, and the Employee's effectiveness as Interim County Administrator. The Employer shall have the right, in addition, to evaluate the Employee at any other time during the term of this contract based on criteria determined by the Employer.

IV. COMPENSATION

Effective July, 2021, the Employee shall receive an annual salary of \$ _____, payable bi-weekly, or in other installments that are consistent with the Employer's regular payroll practices and procedures. It is agreed between the parties that the Employee is exempt from the overtime provisions of the Federal Fair Labor Standards Act, and that the Employee shall not be entitled to and shall not receive overtime compensation. In the event of termination of employment, the Employee's salary shall be pro-rated to the effective date of termination.

V. BENEFITS

The Employer shall provide the Employee with those fringe benefits that the Employer provides to exempt managerial employees and are generally described by the Non-Union Employee Benefits Manual adopted by the County, for new employees commencing employment after January 1, 2021, as it may be amended from time to time at the absolute discretion of the Employer.

VI. AT WILL EMPLOYMENT & TERMINATION BY EMPLOYER

Employee agrees and understands that Employee is an employee at will, and nothing herein constitutes Employee other than an employee at will. Employee's employment may be terminated by Employee or Employer at any time. The period during which Employee is employed under this Agreement is referred to as the "Employment Term."

Upon termination of employment of the Employee as County Administrator for any reason whatsoever, Employee's compensation and benefits shall cease as of the effective date of termination; except Employee shall receive one (1) month's severance pay and continue Employee's health insurance benefits for one (1) month, if Employee is

terminated by discharge (including non-renewal of the Employee Agreement) or by request for resignation.

The Employer shall have no obligation to pay any severance pay or health benefit continuation if the Employee is terminated for "just cause" as defined below. The following shall be considered "just cause" and shall be grounds for the immediate termination of this Agreement by the Board of Commissioners:

1. Conviction of or pleading guilty or nolle contendere to a felony or work related misdemeanor;
2. Embezzlement;
3. Dishonesty;
4. Theft;
5. Misappropriation of funds;
6. Incompetency or neglect of duty;
7. Reporting to work, or working, in an intoxicated condition;
8. Illegal activity on County premises during work or non-work hours;
9. Insubordination;
10. Violation of any part of this Agreement.

The parties agree that the above is not intended to be an exhaustive definition of just cause and recognize that other acts or omissions may also be considered just cause for termination of employment.

VII. TERMINATION BY EMPLOYEE

This Agreement may be terminated by the Employee at any time; provided, however, that the Employee gives the Employer at least one-month prior written notice of voluntary termination. Notice of voluntary termination shall be by written notice provided to the Chairperson of the Board of County Commissioners. If the Employee fails to provide this notice of voluntary termination, Employee will forfeit any accrued paid time off that the Employee is entitled to when this Agreement is terminated. When 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.

VIII. PROFESSIONAL DEVELOPMENT

- A. The employee may attend, with prior Board approval, professional meetings at the local, state and national level, the reasonable expenses of such attendance to be paid by the Board, as long as it is in the County budget and for the good of the County.
- B. Employee may attend the annual conferences or meetings of the International City/County Management Association, the National Association of Counties, and the Michigan Association of Counties, and such other official meetings and

conferences approved by the Employer, subject to budget limitations. All actual and reasonable travel and living expenses necessary to permit the Employee to attend such conferences or meetings shall be paid by the Employer.

- C. **Membership and Dues.** The Employer agrees to pay the membership dues and fees to permit the Employee to be a member of the International City/County Management Association, the Michigan Association of County Administrative Officers, the Michigan Local Government Management Association, a service club or organization, and such other organizations as approved by the Employer, subject to budget limitations.

IX. BUSINESS EXPENSES

- A. **Actual and necessary expenses incurred by Employee in the discharge of official duties or in the performance of functions authorized by the Employer shall be reimbursed upon submission of receipts and reports of expenditures, in accordance with appropriate County policy.**
- B. **Bonding.** The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law.

X. LIABILITY INSURANCE

Liability Insurance. The Board shall provide liability insurance to cover the good faith actions of the Employee arising out of the performance of Employee's duties. This shall include legal representation.

XI. OUTSIDE EMPLOYMENT

The Employee shall not engage in any employment or business outside of this Agreement, except when approved in advance by the Board and under the following circumstances:

1. The Employee, while engaging in outside or supplemental employment shall:
 - a) Not use the County's facilities as a source of referral for private customers or clients.
 - b) Not be engaged in outside employment during the Employee's regular working hours.
 - c) Not use the name of the County or its members as a credential in advertising or soliciting customers or clients.
 - d) Not use the County's supplies, facilities, staff, or equipment in conjunction with any outside or supplemental employment or private practice.

- e) Maintain a clear separation of outside or supplemental employment from activities performed for the County.
 - f) Not cause any conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the Employees duties.
2. The Board and County shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

XII. ASSIGNMENT PROHIBITED

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

XIII. MISCELLANEOUS

A. This Agreement contains all of the terms and conditions of the contractual relationship between the parties, and no amendments or additions to this Agreement shall be binding unless they are in writing and signed by both parties.

B. This Agreement shall be binding on the parties, their legal representatives, successors, and assigns.

C. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have been made by the Employer.

D. The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement or any of its sections, nor do they in any way affect this employment Agreement.

E. The Employee shall comply with all reporting and recording requirements regarding compensation expenditures and benefits provided by the Employer under the U.S. Internal Revenue Code, as amended, and any of its rules and regulations.

XIV. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail or certified mail, return receipt requested, to the Employee at Employee's residence or to the Employer at its principal place of business, Attention: Chairperson K. Moore, or the officer or address that the Employer shall provide the Employee.

XV. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

XVI. SEVERABILITY

The invalidity of all or any part of any sections, subsections, or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

The parties have executed this Agreement on the date listed on the first page of this Agreement.

WITNESSES

EMPLOYER

COUNTY OF GLADWIN

BY: Karen Moore
ITS: Chairperson

EMPLOYEE

Employee