



# Agenda

## Missaukee County Board of Commissioners

Special Board Meeting  
105 S. Canal St. Lake City, MI 49651  
April 29, 2021 @ 4:00PM

**\*This meeting will be in-person.** Public comment may also be submitted in writing prior to the meeting to be put on record. Anyone who attends the person in-meeting will be subject to MIOSHA guidelines including a health-screening upon entrance to the building. Any questions on participating should be directed to Jessica Nielsen, County Clerk, at 231-839-4967 ext. 204.

1. Meeting Called to Order
2. Public Comment
3. Review/Approval of Co. Administrator Employment Agreement
4. Public Comment
5. Adjournment

**\*\*Public Comment Rules authorized by the Missaukee County Board of Commissioners:** Each person recognized by the Chairman shall state their name for the record and will have a limit of 3 minutes to state an opinion. All opinions will be duly noted by the board & if requiring an answer will be addressed by the chairman first or his designee or in writing. The audience is asked not to interrupt at anytime during public comment

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** entered into on this 29<sup>th</sup> day of April, 2021 by and between the Missaukee County Board of Commissioners (hereinafter referred to as the County) and Elizabeth Vogel (hereinafter referred to as the Employee.)

### WITNESSETH:

**WHEREAS**, the County requires the services of a County Administrator to assist the Board of Commissioners; and,

**WHEREAS**, the Employee desires to provide such services;

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED by and between the parties as follows:

1. Employment. The Employee is employed as the County Administrator to the Board of Commissioners, hereafter known as "Employer", on a full-time basis (40 hours per week) effective June 7, 2021.

2. Duties. The Employee shall perform all duties as outlined in Attachment A – Job Description.

3. Compensation. Employer agrees to pay Employee an annual base salary of \$76,000, payable on a bi-weekly basis over 26 annual pay periods. The years salary will follow the fiscal year October 1 through September 30 of each year, based on the approved annual salary in the Missaukee County budget.

4. Benefits. The Employee shall receive insurance and other economic fringe benefits in accordance with the Missaukee County Personnel Policy P-16300, except as follows: the Employee shall annually receive twenty-two (22) vacation days Annually, a \$75 per month stipend to maintain a cellular phone, a \$25 per month car allowance. In addition, if Employee enrolls in the Employer's 457 deferred compensation retirement plan, Employer will make a 7.5% Employer Contribution.

5. Employee's Best Effort. The Employee agrees at all times that she will faithfully and to the best of her ability, experience, and talents, perform all the duties that may be required of her. The employee shall report to the Missaukee County Board of Commissioners and/or such representatives as may be designated by the County.

Employer agrees to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to the Employees performance of services, pursuant to this Agreement.

Except as may be provided otherwise by applicable law, regulation, or this agreement, Employee shall carry out lawful policy directives, goals, and objectives, as communicated to Employee by Employer's governing body, while presenting information and

recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

6. Business Expenses Employer agrees to budget and pay for professional dues, including but not limited to ICMA, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations necessary and desirable for the Employees continued professional participation, growth, and advancement, for the good of the Employer.

Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

7. Compliance with the Law. The Employee shall perform all her respective duties and obligations in complete compliance with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, and shall adhere to all policies and procedures adopted by the County.

8. Modification of Agreement. Modifications, amendments or waivers of any provision of this Agreement may be made only by the formal resolution of the County and shall be reduced to writing and signed by the parties hereto.

9. Disregarding Titles. The titles of the paragraphs set forth in this Agreement are inserted for convenience or reference only and shall be disregarded when construing the interpreting any of the provisions of this Agreement.

10. 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 agreements, oral or written, between the parties, if any. It is understood and agreed that this Agreement shall supersede and take precedence over any other document, handbook benefit plan or other material that 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, benefit plan or other material is made expressly applicable to the Employee by the formal resolution of the County. It is further understood that no County personnel has the 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 County through a formal resolution.

11. Return of Property. Upon termination of employment, the Employee shall return all documents, correspondence, files, papers and property of any kind, in all type or nature pertaining to the County, which the Employee may have in her possession or control, and sign a statement verifying return of such property.

12. Agreement Term. This agreement shall take effect and remain in full force effective June 7, 2021 until terminated by the Employer or Employee. The Employee shall be notified at least one hundred twenty (120) days prior to the end of this agreement whether it will be

extended or terminated. Thereafter the agreement shall be affirmatively extended in one year increments or as otherwise approved in accordance with state statute by the County.

Employer is aware that Employee has a previous commitment to the Grosse Pointe Rotary Club in the capacity as President from July 1, 2021- June 30, 2022. The Employer will allow the Administrator to fulfill this obligation. The Employee will meet her commitment to work 40 hours per week as outlined in paragraph 1 of the employment agreement.

13. At Will Termination. The employee will serve as an "at will" employee and termination of service is at the discretion of the Board of Commissioners.

- a. In the event Employee is terminated by the Board of Commissioners, then Employer agrees to pay Employee one ~~(1) month~~ <sup>→ (2) months</sup> severance pay at her normal rate of compensation (wages and fringe benefits) for each year of services performed, not to exceed six (6) months in total; provided however, in the event Employee is terminated with cause, where cause is defined as an act or omission committed by Employee that is contrary to the County's conduct standards as outlined in the Missaukee County Personnel Policies Manual, in that event, Employee shall have no obligation to pay the aggregate severance sum designated in this paragraph. E.M.V.
- b. In the event Employee voluntarily resigns her position with the County before expiration of the aforesaid term of her employment, then Employee shall give Employer three (3) weeks' notice in advance, unless the parties agree otherwise.
- c. In the event Employee is terminated because of her conviction of any felonious act, then, in that event, the County shall have no obligation to pay the stipulated termination pay.

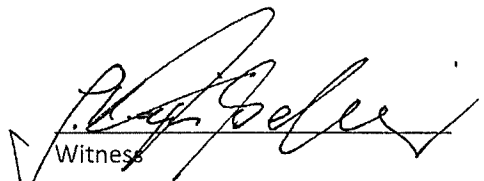
14. Invalid Provisions. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

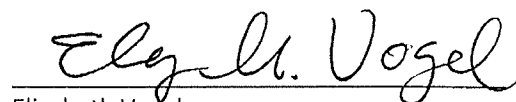
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 27<sup>th</sup> day of April, 2021.

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Frank Vanderwal, Chairperson  
Missaukee County Board of Commissioners  
Employer

✓   
Witness  
J.K. FINKELMEIER

  
Elizabeth Vogel  
Employee