

ALGER COUNTY BOARD OF COMMISSIONERS
SPECIAL BOARD MEETING
July 31, 2017

Minutes are subject to corrections and approval

Pursuant to recess, the Alger County Board of Commissioners convened in the conference room of the county building at 1:15 p.m. on the above date.

The meeting was called to order by Chairman Doucette with the following Commissioners present: Commissioners Mattson, Pullen, Rondeau, VanLandschoot, and Doucette. Absent – none.

The board of commissioners said the Pledge of Allegiance.

Public comment session was open. There was no public comment from the floor; thus, the public comment session was closed.

It was moved by Commissioner Mattson and seconded by Commissioner VanLandschoot to approve the agenda. Motion carried by the following vote: Ayes – Commissioners Mattson, Pullen, Rondeau, VanLandschoot, and Doucette. Nays – none. Absent – none

It was moved by Commissioner Mattson and seconded by Commissioner VanLandschoot to approve the Administrator's Employment Agreement. Commissioner Pullen is not satisfied with the changes that have been made, nor have all her questions been answered. There was some discussion over the jail generating revenue to pay down the bond. Commissioner Rondeau noted that the Board should have waited three to six months and had the County's attorney review the Administrator's Contract. Commissioner Pullen expressed concerns over Marquette County's contractual language being used for the Alger County Administrator's Employment Agreement. Commissioner Pullen elaborated on language in previous contracts regarding health coverage. Commissioner Pullen is looking for more clarification regarding the benefits offered in the Administrator's Contract. Steve Webber explained that he is looking to maintain the wages and benefits he had previously. There was further discussion regarding the terms of health insurance options being offered. Commissioner Doucette explained the contract does not specify leave time. Commissioner Pullen explained that the leave portion of the contract is not in dispute. Commissioner Pullen is requesting a resume. Commissioner Pullen explained that this position's wages are being paid as if Mr. Webber has experience as an Administrator. There was discussion regarding the Emergency Management portion being included in the Administrator's position but as separate job duties which will allow the administrative duties and the emergency management duties to be split apart in the future if the Board of Commissioners so decides. Steve Webber explained that Emergency Management funds are a fluctuating figure. Mr. Webber further explained the details of his proposed wages versus his previous wages and benefits as well as the savings incurred by hiring him a retiree. Mr. Webber also noted that the grant funding he is responsible for writing is lucrative for the county and takes a tremendous amount of time. Steve further explained that he considers the time he spends on the duties included in this contract as experience. Mr. Webber noted that Alger County has grant funding for patrols and various other services because of his grant writing; including Emergency Management, Road Patrol and Stone Garden. Commissioner Rondeau would still like to have an attorney review the job description and the contract. Mary Ann Froberg noted the contract could be agreed upon, reviewed and then changed since the contract includes language allowing for amendments. Commissioner Mattson noted he does not have a problem with this contract. Commissioner VanLandschoot said that an attorney's approval does not guarantee that the contract is correct or fair to the county. Commissioner Pullen asked Commissioner Rondeau if he would like the motion to include being reviewed by an attorney. This contract is to be reviewed by Cohl, Stoker & Toskey P.C. for possible future amendments.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of August 2017, by and between the County of Alger, State of Michigan, a municipal corporation, hereinafter called "Employer," as party of the first part, and Stephen J. Webber, hereinafter called "Employee," as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ said Employee as County Administrator of the County of Alger as provided by Section 46.13b and 46.11(g) of the Michigan Compiled Laws of 1963 as amended; and,

WHEREAS, it is the desire of the Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and,

WHEREAS, Employee desires to remain employed as County Administrator of said County;

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

SECTION 1 – DUTIES

Employer hereby agrees to employ said Stephen J. Webber as County Administrator of said Employer, to assure that the functions and duties specified in MCLA 46.13b are performed, and to perform such other legally required, permitted, and proper duties and functions as are detailed in the job description (Attachment A), and as may from time to time be properly directed by the County Board of Commissioners.

SECTION 2 – TERM

The term of this Agreement shall be August 1, 2017 to July 31, 2020, unless terminated earlier pursuant to the "at-will" provisions of this Agreement. This Agreement shall renew on its anniversary date for successive one-year terms unless notice that the Agreement shall terminate is given at least six (6) months before the expiration date. In the event the Agreement is not renewed, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

- A. Employee's employment is at will, and the employee serves at the pleasure of the Alger County Board of Commissioners and will take direction from the Chair and Vice-Chair. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Board of Commissioners to terminate the services of Employee at any time.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer.

SECTION 3 – TERMINATION

Employee agrees to at-will status and serves at the pleasure of the Alger County Board of Commissioners.

For the purpose of this Agreement, termination shall occur when:

- A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting with the full board in attendance. (Need a 2/3 vote per MCL 46.13b)
- B. If the Employer, citizens or legislature act to amend any provisions pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all appointed department directors, such action shall constitute a breach of this Agreement and will be regarded as a termination.
- D. If the Employee resigns following an offer to accept resignation, whether formal or informal, made by the Employer as representative of the majority of the governing body, then the Employee may declare a termination as of the date of the suggestion.
- E. If there is a breach of this Agreement by the Employer, which is not cured within 30 days of written notice of the breach.

SECTION 4 – SALARY

Employer agrees to pay Employee an annual base salary of \$70,000.00, payable monthly at the beginning of the month.

Wage increases will be reevaluated on the basis of an annual performance evaluation and salary review of said Employee.

SECTION 5 – PERFORMANCE EVALUATION

- A. The Board of Commissioners shall review and evaluate the performance of the Employee annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the Board of Commissioners may from time to time determine, in consultation with the Employee. Further, the Board Chairperson shall provide the Employee with a summary written statement of the findings of the Board of Commissioners and provide an adequate opportunity for the Employee to discuss his evaluation with the Board of Commissioners. Nothing in the employee evaluation shall change the content of the employee's status of an employee at will.

- B. In effecting the provisions of this Section, the Board of Commissioners and Employee mutually agree to abide by the provisions of applicable law.

SECTION 6 – HOURS OF WORK

It is recommended that the Employee must devote a great amount of time outside the normal hours of business for the Employer. The employee shall be allowed to establish his own work schedule.

SECTION 7 – VACATION, SICK, COMPENSATION TIME, AND PERSONAL LEAVE

Employee, at his discretion, follows the accepted practices of the elected officials.

SECTION 8 – HEALTH AND LIFE INSURANCE

- A. To the extent allowed by law, Employer agrees to purchase and to pay the required premiums for a term life insurance policy following the county's benefit package as long as employed.
- B. Employer agrees to purchase and pay the required premiums to provide hospitalization, surgical, dental, optical and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided to other employees of Employer. The employee retains the right to opt out of said health insurance and receive payment in lieu of the health insurance as per the county's opt-out policy for health insurance benefits.

SECTION 9 – RETIREMENT

Employee has the option to enroll into a self-funded retirement plan.

Upon retiring, Employee may participate in the existing health care benefit. Said benefit may be purchased through the Employer at the rate of ½ (one-half) the Employer's group rate, the remaining ½ (one-half) will be paid by the Employer.

All retired employees and employees' spouses that are the age of 65 and over must have Medicare Part A & B and will be switched over to the Medicare supplement plan through NEBCO which will also have an RX card with it that covers the following Tier 1 - \$8 copay, Tier 2 - \$40 copay, Tier 3 - 460 copay and finally Tier 4 - 50% copay.

Insurance is subject to change per the insurance committee recommendations.

SECTION 10 – GENERAL PROFESSIONAL EXPENSES

Employer agrees to provide funding for professional development activities and associations as established in the County Administrator's adopted annual budget.

SECTION 11 – INDEMNIFICATION

Beyond that required under Federal, State, or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim, or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Administrator, or resulting from the exercise of judgment or discretion in connection with the performance of such duties or responsibilities, unless the alleged act or omission involved willful or wanton misconduct, or intentional wrongdoing. In such indemnification situations, Employee may request, and the Employer shall not unreasonably refuse to provide, independent legal representation at Employer's expense, which shall extend and continue until a final determination of the legal action, including any appeals brought by either party. This indemnification obligation shall cover any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by the Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of Employee's duties, except for those arising out of an act or omission involving willful or wanton misconduct, or intentional wrongdoing. Any settlement of any claim shall require prior approval of the Employer in order for the indemnification obligations provided in this Section to be binding upon the Employer.

The parties agree that Employer shall have a right to compromise and settle any claim asserted, or suit directed, against the Employer, without the concurrence of the Employee; and, that no claim asserted, or suit against, the Employee shall be compromised or settled without the concurrence of the Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation of the type defined in this Section 11 to which the employee is a party witness, or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Employer agrees to pay Employee reasonable consulting fees and travel expense when Employee serves as a witness, advisor, or consultant regarding pending litigation if the litigation is pending beyond Employee's service to Employer.

SECTION 12 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Board of Commissioners, in consultation with the County Administrator, shall fix and put into writing any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, County policy, or any applicable laws.
- B. All provisions of the County Personnel Policy, and regulations and rules of the Employer relating to benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

- C. Employee shall, throughout the term of his employment with Employer, be and remain a member in good standing in the International City/County Management Association.

SECTION 13 – GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall insure to the benefit of the heirs at law and executors of Employee as it relates to benefits, salary, wages, and all forms of compensation due and owing to Employee at the time of his death.
- C. This agreement shall be deemed effective as of August 1, 2017.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

SECTION 14 – RESIGNATION

- A. If Employee voluntarily resigns his position with Employer, the Employee shall provide a minimum of 60-days advance written notice, unless the Employee and Employer agree otherwise in writing.
- B. If there is a breach of this Agreement by the Employee, which is not cured within 30 days of written notice of the breach, the Employee shall be deemed to have voluntarily resigned his employment as of the end of said 30-day period.

SECTION 15 – SEVERANCE

- A. Severance shall be paid to the Employee when employment is terminated as defined in Section 3.
- B. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to six (6) months salary at the rate of pay in the last full pay period preceding termination. This severance shall be paid in a lump sum within five working days following termination, unless otherwise agreed to in writing by the Employer and the Employee.
- C. For six (6) months following termination, the Employer shall pay the cost to continue the following benefits:
 - a. Health insurance for the employee and all dependents as provided in Section 8;
 - b. Life insurance.

If the Employee enrolls in a benefit plan that provides comparable coverage with no additional premium expense to the Employee, then Employer's obligation to continue the benefits will end after any coverage waiting periods. If such comparable coverage requires the Employee to contribute to the premium cost thereof, the Employer's obligation hereunder shall be limited to reimbursing the Employee for his contribution to such premium costs.

- D. Although the Employee is an at-will employee whose employment can be terminated either with or without cause, the issue of cause shall be relevant to determining whether the Employee shall be entitled to the severance provided for in this Section 15. If the Employee's at-will status is terminated by the Alger County Board of Commissioners, and if at the time of such termination the Employee has:
 - a. Been convicted of a felony; or,
 - b. Been convicted of any illegal act involving personal gain to him, or involving crimes against another person; or,
 - c. Been found by the Board of Commissioners to have repeatedly violated the Employer's rules, regulations, or policies; or,
 - d. Been expelled from the International City/County Management Association for having committed an unethical act, as defined by that association,

In such event the Employer shall have no obligation to pay the severance described in this Section 15, but the Employee shall still be entitled to receive payment for hours worked and accrued to the date of termination.

SECTION 16 – NOTICES

- A. Any written notice that is required to be given to the Employer pursuant to the terms of this Agreement shall be personally delivered to the Chair and to the Vice Chair of the Alger County Board of Commissioners, or shall be sent by Registered Mail, Return Receipt Requested, to their respective home addresses.
- B. Any written notice that is required to be given to the Employee pursuant to the terms of this Agreement shall be personally delivered, or shall be sent by Registered Mail, Return Receipt Requested, to the home address of the Employee.

IN WITNESS WHEREOF, the County of Alger has caused this agreement to be signed and executed in its behalf by the Chair of the Alger County Board of Commissioners and duly attested by its County Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.


Jerry Doucette, Chairman
Board of Commissioners
Alger County, State of Michigan


Stephan J. Webber

ATTEST:

County Clerk
(Seal)

Motion carried by the following vote: Ayes – Commissioners Mattson, Pullen, Rondeau, VanLandschoot, and Doucette. Nays – none. Absent – none.

It was moved by Commissioner Pullen and seconded by Commissioner Mattson to authorize Mary Ann Froberg, Joel VandeVelde and Steve Webber to attend the MERS Conference. Motion carried by the following vote: Ayes – Commissioners Mattson, Pullen, Rondeau, VanLandschoot, and Doucette. Nays – none. Absent – none.

Board Comments were next. Commissioner VanLandschoot congratulated Steve and believes this is the right thing to do, that he is the right guy for this position and that this should have been done long ago. Commissioner Mattson welcomed Steve and is confident of this hire. Commissioner Rondeau was against this to begin with but still would like to be certain that everything in the contract is correct. Commissioner Pullen also welcomed Steve. Commissioner Pullen also spoke with the Building Codes inspector and he sees nothing wrong the Animal Shelter’s Cat Room Renovation. Commissioner Pullen also mowed at the airport. Commissioner Doucette asked how many more times Hanley Field will need to be mowed. There was some discussion regarding the time it takes to mow the airport. Commissioner Doucette will be attending a meeting in Washington D.C.

Mary Ann Froberg congratulated Steve Webber on his position.

Public comment session was open. There was no public comment; thus, the public comment session was closed.

It was moved by Commissioner Rondeau and seconded by Commissioner Pullen to adjourn this meeting at 3:00 p.m. Motion carried by the following vote: Ayes – Commissioners Mattson, Pullen, Rondeau, VanLandschoot, and Doucette. Nays – none. Absent – none.

Jerry Doucette, Chairman
Alger County Board of Commissioners

Mary Ann Froberg
Alger County Clerk