

1. 5:30 P.M. Agenda

Documents:

[SPBD - RATIFY COUNTY ADMIN. CONTRACT 6-27-18.PDF](#)

1.1. 5:30 PM Administrator's Contract

Documents:

[COUNTY ADMINISTRATOR EMPLOYMENT AGREEMENT.PDF](#)



**Grand Traverse County
Board of Commissioners
Special Meeting**

Wednesday, June 27, 2018
5:30 p.m.
Commission Chambers, 2nd floor
Governmental Center, 400 Boardman,
Traverse City, MI 49684

The Board of Commissioners will be holding a Special Meeting on the above date and time to review and ratify the corrected contract for the County Administrator. If you are planning to attend and you have a disability requiring any special assistance at the meeting, please notify the County Clerk immediately at 922-4760.

AGENDA

- I. Call to Order (Pledge, Roll Call)
- II. Public Comment

Any person shall be permitted to address a meeting of the Board of Commissioners which is required to be open to the public under the provision of the Michigan Open Meetings Act. Public Comment shall be carried out in accordance with the following Board Rules and Procedures:

Any person wishing to address the Board shall state his or her name and address.

No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Commissioners' questions, if any. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. The Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.

Public comment will be solicited during the two public comment periods noted in Rule 5.4, Order of Business. However, public comment will generally be received at any time during the meeting regarding a specific topic currently under discussion by the board. Members of the public wishing to comment should raise their hand or pass a note to the clerk in order to be recognized, and shall not address the board until called upon by the chairperson. Please be respectful and refrain from personal or political attacks.

- III. Review Corrected Contract and Ratify Approval
- IV. Public Comment
- V. Adjournment

GRAND TRAVERSE COUNTY
COUNTY ADMINISTRATOR
EMPLOYMENT AGREEMENT

The parties, Grand Traverse County (“EMPLOYER”) and Nathan Alger (“ADMINISTRATOR”), agree to following terms and conditions:

Section 1. Duties

EMPLOYER agrees to employ ADMINISTRATOR, and ADMINISTRATOR agrees to perform the functions and duties specified in the Job Description for County Administrator last amended July 2015, which is attached as an exhibit to this Agreement and fully incorporated herein by reference. ADMINISTRATOR shall perform such other reasonably related duties as the Grand Traverse County Board of Commissioners (“BOC”) may from time to time impose.

Section 2. Term

A. The term of this Agreement is from July 1, 2018 to June 30, 2021. ADMINISTRATOR shall neither accept other employment nor become employed by any other employer until this Agreement is terminated, unless such outside employment is approved by EMPLOYER.

B. ADMINISTRATOR serves at the pleasure of EMPLOYER. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYER to terminate the services of ADMINISTRATOR at any time, with or without cause, subject only to the provisions set forth in Section 3, Paragraph A of this Agreement.

Section 3. Termination and Severance Pay

A. In the event that ADMINISTRATOR is terminated by EMPLOYER without cause and before expiration of the term of employment specified in Section 2, Paragraph A, and, at the time of termination, ADMINISTRATOR is still willing and able to perform his duties under this Agreement, then EMPLOYER agrees to continue to pay ADMINISTRATOR six (6) months of salary as severance pay after the date of termination. This is intended as a “buy out” or liquidated compensation for EMPLOYER’S decision to end this Agreement early without cause. Any severance pay shall be in full release and discharge of any claim or action ADMINISTRATOR may have against EMPLOYER, and ADMINISTRATOR agrees to execute a release of claims prior to receiving any severance payment. The term “cause” includes, but is not limited to, official misconduct, willful neglect of duty, habitual drunkenness, extortion, or conviction of a felony or a misdemeanor related to official duties or bearing upon fitness for duty.

B. In the event ADMINISTRATOR voluntarily resigns before expiration of the contract term, then ADMINISTRATOR shall give EMPLOYER at least forty-five (45) days written notice, unless the parties agree otherwise. The provisions of Paragraph 3A, above, regarding severance pay do not apply.

C. In the event that ADMINISTRATOR intends to retire from his position, he agrees that he will provide the EMPLOYER with at least one hundred and twenty (120) days written notice to allow EMPLOYER sufficient time to hire a new ADMINISTRATOR and minimize disruption of county business. In the event of retirement, the severance pay provisions of Paragraph 3A above do not apply.

Section 4. Salary

A. ADMINISTRATOR shall receive an annual salary of \$124,000. The ADMINISTRATOR shall receive an annual increase of \$3,000 only if the annual performance evaluation by EMPLOYER, described in Section 4.C., below, indicates that ADMINISTRATOR has met or exceeded expectations of EMPLOYER. The ADMINISTRATOR's salary shall be paid at the same time and in the same manner as other non-contract, exempt employees.

B. Notwithstanding the salary provided for in this Section, EMPLOYER may, at any time during the term of this Agreement, reduce the salary or other financial benefits of ADMINISTRATOR in an amount equal to any applicable across-the-board reduction enacted by EMPLOYER for all non-contract, exempt employees.

C. EMPLOYER shall review and evaluate the performance of ADMINISTRATOR annually at a regular or special BOC meeting as mutually agreed upon by both Parties. These reviews and evaluations shall be based upon specific criteria developed jointly by EMPLOYER and ADMINISTRATOR. Such criteria may be added to or deleted as EMPLOYER may from time to time determine, in consultation with ADMINISTRATOR. EMPLOYER shall provide ADMINISTRATOR with a summary written statement of findings of EMPLOYER and provide an adequate opportunity for ADMINISTRATOR to discuss his evaluation with EMPLOYER. The review is to be completed no less than 60 days prior to ADMINISTRATOR'S anniversary date.

D. EMPLOYER and ADMINISTRATOR shall annually define written goals and performance objectives that they determine necessary for the proper operation of the County and for the attainment of EMPLOYER's policy objectives and shall further establish a relative priority among these various goals and objectives.

Section 5. Health Benefits

EMPLOYER shall provide ADMINISTRATOR and ADMINISTRATOR'S family, hospitalization, medical, vision and dental insurance all in accordance with the insurance package provided to non-contract, exempt employees, as they now exist or hereafter may be amended, unless otherwise provided in this Agreement.

Section 6. Fringe Benefits

A. EMPLOYER shall provide ADMINISTRATOR all fringe benefits consistent with the Grand Traverse County Personnel Policies applicable to non-contract, exempt employees, as they now exist or hereafter may be amended, unless otherwise provided in the Agreement, with the following exception: ADMINISTRATOR's defined contribution plan shall remain the same.

B. All provisions of the County relating to personal leave, sick leave, holidays, paid time off (PTO), and working conditions, as they now exist or hereafter may be amended, also shall apply to ADMINISTRATOR as they would to non-contract, exempt employees of EMPLOYER, unless otherwise provided in this Agreement.

C. ADMINISTRATOR shall be entitled to twenty (20) days of paid vacation in each of the following years: 2019, and 2020 and 2021. For the period beginning July 1, 2018 and through December 31, 2018, ADMINISTRATOR shall continue under his present benefit plan regarding vacation leave. Any personal time and/or floating holidays accrued to date shall be available to Administrator to use or to be paid out through December 31, 2018 in accordance with the policy applicable to all other non-contract, exempt employees. In addition, all accrued sick leave shall be paid out upon separation.

D. ADMINISTRATOR shall be given holiday pay as stated in the Grand Traverse County Personnel Policies.

E. ADMINISTRATOR shall receive a car allowance of \$500/month to cover both gas and mileage.

Section 7. Professional Development

EMPLOYER agrees to pay for ADMINISTRATOR'S membership in professional associations, attendance at professional development meetings, and related travel expenses where such are necessarily related to ADMINISTRATOR'S duties as ADMINISTRATOR, and beneficial to both EMPLOYER and ADMINISTRATOR, subject to the availability of funds for said association memberships, attendance and travel expenses. EMPLOYER shall pay up to \$2,000 for ADMINISTRATOR'S membership in civic organizations, community organizations, or local service clubs, societies or organizations beneficial to both EMPLOYER and ADMINISTRATOR such as: Rotary International, Kiwanis International, Lions Club International, and Optimist International.

Section 8. Indemnification

To the extent indemnification is permitted by law, and except for acts or omissions of gross negligence, intentional torts, intentional misconduct, or acts or omissions that are criminal in nature, EMPLOYER shall defend, hold harmless, and indemnify ADMINISTRATOR against any claim, demand, or other legal civil action, actually arising out of an alleged act or omission occurring in the performance of the Employee's duties as ADMINISTRATOR.

Section 9. Bonding

EMPLOYER shall bear the full cost of any fidelity or other bonds required of ADMINISTRATOR under law.

Section 10. General Terms and Conditions

A. EMPLOYER shall fix any such other terms and conditions of employment relating to the performance of ADMINISTRATOR as it may from time to time determine appropriate, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law or ordinance.

B. All provisions of the Grand Traverse County Personnel Policies, and as amended, shall apply to ADMINISTRATOR as they would to other non-contract, exempt employees of EMPLOYER, unless otherwise provided in this Agreement.

C. This Agreement is the complete agreement of the parties and supersedes all prior understandings, whether oral or written. The parties do not rely upon any representation, promise, inducement, or statement of intention that is not part of this Agreement and no party shall be bound by or liable for any alleged misrepresentation, inducement or statement of intention that is not part of this Agreement.

D. No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by both parties.

E. A waiver by EMPLOYER of a breach of any provision of this Agreement by ADMINISTRATOR shall not operate or be construed as a waiver of any subsequent breach by ADMINISTRATOR.

F. If any provision, or any portion thereof, contained in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable, and shall remain in full force and effect.

G. This Agreement shall be construed under the laws of the State of Michigan.

Section 11. Effective Date/Expiration Date

The effective date of this Agreement is July 1, 2018. This Agreement shall expire at 11:59 p.m. on June 30, 2021.

ADMINISTRATOR:

EMPLOYER: GRAND TRAVERSE COUNTY

By: Nathan Alger

By: Carol Crawford
Its: Chairwoman, Board of Commissioners

Date

Date

COUNTY CLERK

By: Bonnie Scheele

Date