



Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CHAIRPERSON
Jeffrey Dontz
VICE-CHAIRPERSON
Karen Goodman

Margaret Batzer
Mark Bergstrom
Pauline Jaquish
Gene Lagerquist
Richard Schmidt

CLERK

Jill Nowak
(231) 723-3331

CONTROLLER/ADMINISTRATOR

David A. Kieft, Jr.
(231) 398-3504

PERSONNEL COMMITTEE MEETING

Friday, September 4, 2020
9:00 a.m.

Manistee County Courthouse & Government Center
Board of Commissioners Meeting Room

Minutes

Members Present: Jeff Dontz, Mark Bergstrom (remotely) and Karen Goodman, Chairperson

Members Absent: None

Others Present: Lisa Sagala, County Administrator/Controller; Sheriff Ken Falk; Undersheriff Brian Gutowski; Julie Schmeling, Administrative Assistant, Connie Krusniak, Friend of the Court; Jason Haag, County Prosecutor; Kristyn Malkowski, Property Description Specialist; unidentified phone numbers and Jill M. Nowak, Manistee County Clerk.

The County Board and its Committees are operating remotely and electronically by Zoom under Executive Order #2020-154 issued by Governor Gretchen Whitmer due to the COVID-19 pandemic.

The meeting was called to order at 9:00 a.m.

NOTE – Items requiring Board Action are indicated in BOLD

PUBLIC COMMENT

None.

DISCUSSION REGARDING TRANSFER OF CHILD SUPPORT DUTIES FROM THE PROSECUTOR'S OFFICE TO THE FRIEND OF THE COURT

Jason Haag, County Prosecutor, appeared before the Committee to explain Child Support duties that have always been performed in Prosecutor's Office. However, there is one (1) Administrative Assistant that performs these duties. If that person is gone, this duty does not get done as well as it should. Additionally, this Assistant has three (3) full-time attorneys which means more court cases, court hearings and increased workload. Including, increased time for videos that have to be reproduced because everything is

going to video and this takes more time. Organizationally, the Friend of the Court (FOC) Office handles Child Support cases, that is what they do. That office has several people that can process these files and have authorized access in MiCSES (the State Child Support system). This duty is a statutory mandated duty of the Prosecutor. However, a combined agreement with FOC is allowed. There are currently twelve counties that now have these agreements. Mr. Haag explained that he will still be involved in the cases and will still bill the State of Michigan for his time. FOC will be able to process more cases and that equals more billing/revenue. Currently, the Prosecutor's Office devotes 7.5 hours per week. It is estimated that the FOC Office would spend 12-15 hours per week. Customer service would likely increase as well. Mr. Haag or Ms. Krusniak, FOC are not asking for anything today but since the budget process is almost complete, there will most likely be some changes in the future. Not necessarily more financially, as it is hoped that this change is budget neutral. The agreement for change in duties has to be approved by the County Board Chair, Chief Judge, Prosecutor, FOC and the State of Michigan. Ms. Sagala said there may be a few options for FOC staffing. Possibly working 37.5 hours to 40 hours per week, or hire a part-time employee at 15 hours per week, or maybe just shuffling work between employees. Temporarily, staffing will stay the same until the workload is reviewed. The offices will work with MGT to determine the CRP monies which will most likely be transferred from one office to the other (as well as expenses). But again, the goal is to be budget neutral.

More steps to this process will be addresses in Ways & Means (contract) but this information is to inform the Board of what is anticipated.

DISCUSSION AND RECOMMENDATION REGARDING WAGE INCREASE FOR FY 2020/21 NON-UNION, ELECTED OFFICIALS, COURT

Wage increases that have been budgeted for FY 2020/21 is 1%.

Moved by Dontz, seconded by Bergstrom to recommend a wage increase of 1% for FY 2020/21 for Non-Union, Elected Officials and Courts. Ayes: All. Motion Carried.

DISCUSSION AND RECOMMENDATION REGARDING PA 152

Moved by Goodman, seconded by Dontz to recommend approval Pursuant to Section 8 of the Publicly Funded Health Insurance Contribution Act, the County exercise its option to exempt itself from the requirements of this Act for FY 2020-2021 and all Non-Union Employees, Court Staff and Elected Officials pay 11% of the premium of the County's Basic Health Plan. Ayes: All. Motion Carried.

COUNTY CONTROLLER/ADMINISTRATOR CONTRACT

Ms. Sagala provided the past Employment Agreement of the County Controller/Administrator. (Appendix A). Ms. Sagala will update the contract. On page one (1) (name, dates). On page two (2), Ms. Sagala stated she doesn't need a vehicle stipend as she lives close by, the benefits and vacation time would be the same. The retirement paragraph would change as Ms. Sagala has been with the County and this will

reflect the Defined Benefit Plan (not the Hybrid Plan). All other details would remain the same. Ms. Sagala will make these changes and forward it to Bonnie Toskey, County Attorney, and hopes to have it returned before the September County Board Meeting. It was requested this be put on the agenda for the September 15, 2020 County Board Meeting.

OTHER ITEMS FROM COMMITTEE MEMBERS

None.

The meeting was adjourned at the Call of the Chair at 9:34 a.m.

Karen Goodman, Chairperson

Mark Bergstrom

Jeff Dontz

DRAFT

EMPLOYMENT AGREEMENT

County Controller/Administrator

This Agreement is entered into this 16th day of February 2018, between the Manistee County Board of Commissioners, Manistee County, Michigan, hereinafter referred to as "Employer", and David A. Kieft, Jr., of Muskegon County, Michigan, hereinafter referred to as "Employee".

The County Board is desirous of appointing Mr. Kieft, Jr. to the position of County Controller/Administrator, and Mr. Kieft, Jr. is desirous of accepting said position pursuant to the terms and conditions hereinafter set forth.

RECITALS:

1. Employment and Duties:

The Employer hereby affirms its appointment of the Employee to the position of County Controller/Administrator for the County of Manistee, Michigan.

- A. The Employee agrees to follow, recommend, develop and implement policies, and amendments of the same which are made from time to time, of the Employer relating to general administration, including, without limitation, budget and financial management, employee relations and labor negotiations, facilities and equipment management and other internal services.
- B. The Employee, as the County Controller/Administrator, shall serve as the Chief Administrative Officer of the County for purposes of the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended (MCL 141.422b).
- C. The Employer shall appoint the Employee to the position of County Controller, as authorized by 1927 PA 257, as amended (MCL 46.13b). The Employee agrees to perform the duties of Controller without additional compensation. The Employer may rescind such appointment at any time without terminating this Agreement.

- D. During the term of this Agreement, the Employee shall not be employed by another person or entity. The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on the Employee's time off.
- E. The Employee shall perform other duties and activities authorized by official action of the County Board or directed by the elected Chairperson of the County Board. Any such direction by the Chair may be subject to approval of the County Board.

2. Term:

The term of this Agreement shall be for a period of three (3) years from the date it is executed by both parties, renewable on an annual basis.

3. Compensation:

For his services as County Controller/Administrator, the Employer agrees to pay the Employee an annual salary. In no event shall the annual compensation be less than \$81,600.00.

- FY 2017-18: \$80,000.00
- FY 2018-19: \$81,600.00
- FY 2019-20: \$83,436.00

Adjustments to the Employee's annual salary may be made by the Employer at its discretion, with use of performance measures to be evaluated yearly. Annually the Board will provide review and evaluation. The Employee and Employer will work on a brief survey to rate the employee's performance. The salary shall be subject to payroll deductions required by law or requested by the Employee and determined to be available and proper.

4. Vehicle Stipend:

In lieu of mileage reimbursement under Manistee County's Personnel Policy Manual, employee will be provided an annual stipend of \$3,800.

5. Benefits:

- A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the same economic fringe benefits provided to non-Union, non-Court staff, including any required premium contribution(s), but excluding any benefits not appropriate for an executive employee.

6. Vacation:

Vacation benefits shall accrue each year, but the Employee shall not be entitled to take any vacation time off until after the completion of ninety (90) days of service. The Employee must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued. The Employee shall be entitled to fifteen (15) paid vacation days per calendar year, and may carry over no more than five (5) vacation days, to be used by March 31 of the following year. Approval for all vacation time off must be obtained from the County Board Chairperson. Vacation periods shall be selected by the Employee during periods of time that are least disruptive to the operations of the County. The Employee shall also be entitled to six (6) paid personal days per year, with up to three (3) unused days payable at the then-current rate of pay at each year end.

7. Hours of Work:

It is recognized and understood that the Employee must be available to staff and Elected Officials during office hours and that a substantial amount of time is must be devoted outside the normal office hours to the business of the Employer, and to that end, Employee will be allowed to work flexible hours to meet community and operational needs subject to the review and approval of the Employer. It is the understanding of the parties that the Employee shall work a minimum of thirty-seven and one-half (37.5) hours per week.

8. Retirement:

The Employee shall be enrolled in the Municipal Employees' Retirement System (MERS) Hybrid plan Executive Employee group during the term of this Agreement. The Employee shall be required to make a contribution of at least 1% up to a maximum of 10% towards the Defined Contribution portion of the Hybrid plan benefit.

9. Business Expenses:

Actual and necessary expenses incurred by the Employee in the performance and discharge of official duties and functions authorized by the Employer shall be reimbursed upon submission of receipts and appropriate vouchers.

10. Professional Development and Meetings:

The Employee is encouraged to attend official conferences or meetings approved by the Employer All actual and reasonable travel and lodging expenses necessary to permit the Employee to attend such conferences or meetings shall be paid by the Employer.

11. Membership and Dues:

The Employer agrees to pay the membership and dues to permit the Employee to be a member of professional organizations and such other organizations as approved by the Employer, (this may be subject to budget limitations).

12. Performance Evaluation:

The Employer shall review and evaluate the performance of the Employee, in writing, on or before December 31 of each year of the term. The review and evaluation shall be in accordance with the Performance Evaluation Policy and based upon criteria adopted by the Employer. Criteria may be added or deleted as the Employer may from time to time determine, with notice to the Employee. The Employee shall have an opportunity to discuss his evaluation with the Employer. Annually, the Employer and the Employee shall (a) Agree upon a development plan in which the employee defines such goals and performance objectives which they determine to be necessary for the successful operation of the County and in the attainment of the Employer's policy objectives, and (b) shall further establish a relative priority among those various goals and objectives outlined in the Development Plan. The Development Plan, which goals and objectives shall be reduced to writing for monitoring.

13. Residence:

The Employee agrees to maintain residence in Manistee County, Michigan, during the term, including any renewals or extensions.

14. Bonding:

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law.

15. Other Terms and Conditions of Employment:

The Employer, in consultation with the Employee, shall fix any other term and condition of employment relating to the performance of the Employee as it may determine to be reasonable from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any applicable law.

16. Termination:

A. Termination by Employee. This Agreement may be terminated upon ninety (90) days advance written notice provided by the Employee to the Employer through its County Board Chairperson, or by the death or incapacity of the Employee. In the event of any such termination, the Employee shall not be entitled to any severance payment from the Employer. If the Employee fails to provide timely notice, he will forfeit any accrued paid time off which he may otherwise be entitled to when this

Agreement is terminated. If 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; provided however if in the event the Employer immediately effects the voluntary termination the employee shall be entitled to the amount of the wages and the then-current value of fringe benefits for a period not to exceed the ninety (90) days of notice. 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.

- B. Termination by Employer. The Employee understands that he serves at the pleasure of the Employer, and may be removed with or without cause at any time in accordance with MCL 46.13b. As an appointed Controller, the Employee may only be removed from the office of Controller by a two-thirds (2/3) vote of the County Board of Commissioners.
- C. Termination by Employer with Cause. In the event the Employer terminates this Agreement for cause, the termination shall be effective on the date of the Employer's oral or written notice of termination and the Employee shall be paid only for wages and benefits which accrued through the date of termination.
- D. Termination by Employer Without Cause. In the event the Employer exercised its right to terminate the Employee for any reason other than for cause pursuant to Paragraph 16.C. above, the Employee shall be entitled to a severance payment in the amount of the wages and the then-current value of fringe benefits for a period not to exceed six (6) months.

17. Indemnification:

The Employer shall indemnify the Employee against expenses (including attorney fees) and amounts paid in settlement actually and reasonably incurred by him in connection with the defense of any civil, criminal or administrative action, suit or proceeding in which he is made a party or with which he is threatened, by reason of being or because of any act as County Controller/Administrator within the course and scope of his duties and employment hereunder, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Employer, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, the Employee shall not be entitled to indemnification regarding (1) any matter in which he shall be adjudged to be liable for negligence or misconduct in the performance of his duties, or (2) any matter in which he fails to notify the Employer of a claim within a reasonable time or fails to cooperate in the defense of such claim, but only to the extent that the defense of such claim is prejudiced by his failure to give notice or to cooperate.

18. Assignment:

This Agreement is for personal services, and is not assignable.

19. Governing Law:

Michigan law shall govern this Agreement, and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement.

20. Amendment:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may not be amended, renewed or extended, except by an instrument in writing, duly adopted and executed by the parties.

MANISTEE COUNTY BOARD OF COMMISSIONERS

By: _____
Jeffrey Dontz, Chairperson

Dated: _____

By: _____
David A. Kieft, Jr.
County Controller/Administrator

Dated: _____