



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

Thursday, August 10, 2017
5:30 p.m.
Commission Chambers
Governmental Center, 400 Boardman,
Traverse City, MI 49684

The Board of Commissioners will be holding a Special Meeting which has been set for the date, time and location noted above. The purpose of the meeting is identified in the Agenda below.

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. First 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, as amended. (MCLA 15.261, et seq.) Public Comment shall be carried out in accordance with the following Board Rules and Procedures:

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

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

III. A) Ratify Contract for New County Administrator – Vicki Uppal
B) Review and Approval of Transition Agreement – Tom Menzel

IV. Second Public Comment

V. Adjournment

GRAND TRAVERSE COUNTY
COUNTY ADMINISTRATOR
EMPLOYMENT AGREEMENT

The parties, Grand Traverse County (“EMPLOYER”) and Vicki Uppal (“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 dated [INSERT DATE], 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 September 5, 2017 to December 31, 2020. 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 her 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. Up to forty (40) hours of unused personal time shall also be paid to ADMINISTRATOR upon separation. 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 otherwise agree. The provisions of Paragraph 3A, above, regarding severance pay do not apply.

C. In the event that ADMINISTRATOR intends to retire from her position, she agrees that she 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 \$135,000, which shall be subject to further negotiation by the Parties within six (6) months of the effective date of this Agreement. Upon receipt of a satisfactory performance evaluation by the BOC, EMPLOYER, in its sole discretion, may increase the ADMINISTRATOR'S annual salary commensurate with her performance. In addition, ADMINISTRATOR shall be entitled to the same terms and conditions as may be established from time to time by the EMPLOYER applicable to other non-union exempt employees of the County. The salary of the ADMINISTRATOR shall be paid at the same time and in the same manner as other non-union 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-union 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 her evaluation with EMPLOYER.

D. ADMINISTRATOR'S position shall be included in the county classification system.

E. 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-union 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-union exempt employees, as they now exist or hereafter may be amended, unless otherwise provided in the Agreement.

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-union 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: 2018, 2019, and 2020.

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

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 not pay for ADMINISTRATOR'S membership in civic organizations, community organizations, or local service clubs, societies or organizations such as including, but not limited to: Rotary International, Kiwanis International, Lions Club International, and Optimist International.

Section 8. Moving Expenses

EMPLOYER agrees to a one time reimbursement of ADMINISTRATOR'S moving expenses up to \$5,000. EMPLOYER'S obligation to reimburse moving expenses is contingent upon ADMINISTRATOR providing EMPLOYER written documentation of such expenses including but limited to any and all invoices and receipts. Once ADMINISTRATOR produces such documentation, EMPLOYER shall provide reimbursement within fourteen (14) days of the ADMINISTRATOR's production of the documentation.

Section 9. 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 10. Bonding

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

Section 11. 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-union 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 12. Effective Date/Expiration Date

The effective date of this Agreement is September 5, 2017. This Agreement shall expire at 11:59 p.m. on December 31, 2020.

ADMINISTRATOR:

EMPLOYER: GRAND TRAVERSE COUNTY

By: Vicki Uppal

By: Carol Crawford
Its: Chairwoman, Board of Commissioners

Date

Date

COUNTY CLERK

By: Bonnie Scheele

Date

RESOLUTION APPROVING ADMINISTRATOR
EMPLOYMENT AGREEMENT WITH VICKI UPPAL

WHEREAS at the Grand Traverse County Board of Commissioners regular meeting on August 2, 2017, the Board of Commissioners adopted a resolution to offer the County Administrator position to Vicki Uppal; and

WHEREAS, Ms. Uppal has indicated that she will accept the offer to serve as the County Administrator contingent upon the preparation and approval of an employment agreement;

WHEREAS, MCL 46.11(o), states that if the Board of Commissioners appoints a chief administrative officer, the Board may enter into an employment contract with that officer;

WHEREAS, an employment agreement providing for the terms and conditions of Ms. Uppal's employment has been prepared; and

WHEREAS, given the terms and conditions of her employment agreement, the Board of Commissioners shall have to appropriate funds for Ms. Uppal's salary and benefits as provided in the proposed agreement in the approximate amount of \$62,943 for the fiscal year ending December 31, 2017.

WHEREAS, one-time unanticipated revenues of \$72,475 were recognized by previous Board action and transferred from the Foreclosure Auction Restricted Funds to the General Fund, of which \$62,475 is available to support this appropriation and the remaining amount of \$468 may be absorbed into existing appropriations within the Administrator Department budget.

THEREFORE, BE IT RESOLVED BY THE GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS, to appoint Vicki Uppal as the Grand Traverse County Administrator;

BE IT FURTHER RESOLVED, that the Board of Commissioners approves the proposed employment agreement with Ms. Uppal as County Administrator, and authorizes the Chair of the Board of Commissioner's to execute the agreement;

BE IT FINALLY RESOLVED that the Board of Commissioners authorizes the necessary appropriation in the 2017 fiscal year ending December 31, 2017 to pay the costs associated with the Administrator's salary and benefits as provided in her employment agreement.

APPROVED: August 10, 2017

SEPARATION AGREEMENT AND RELEASE

THIS SEPARATION AGREEMENT AND RELEASE (the "Agreement") is made by and between, Thomas F. Menzel ("Menzel" or "Administrator") and Grand Traverse County, a Michigan County (the "County").

RECITALS

- A. Menzel was employed by the County as its Administrator;
- B. On October 8, 2015, the County and Menzel executed an employment agreement entitled: *Grand Traverse County County Administrator Employment Agreement*, ("Menzel's Employment Agreement") which is attached to this Agreement as exhibit A and fully incorporated herein by reference. Menzel's Employment Agreement sets forth the terms and conditions of Menzel's employment with the County;
- C. In memorandum dated January 20, 2017, Menzel gave notice to the Grand Traverse County Board of Commissioners that he was resigning as Administrator effective December 31, 2017;
- D. Thereafter, the Board of Commissioners went through the process of hiring a new County Administrator, selected a new Administrator at its August 2, 2017 regular meeting, and set the start date of the new Administrator at September 5, 2017;
- E. Section 3 of Menzel's Employment Agreement provides for the terms and conditions for termination and severance pay, with 3. A of the Agreement stating that the Administrator is entitled to three months' severance pay if the County terminates his employment before the expiration of the term of Menzel's appointment as Administrator;
- F. Except as otherwise provided in this Agreement, both Menzel and the County desire to forego most of the termination and severance provisions found in Section 3 of Menzel's Employment Agreement, and instead, enter into a consultation agreement, which is attached as exhibit B and fully incorporated herein by reference, whereby the County agrees to pay Menzel to provide certain consultation services from September 5, 2017 through December 31, 2017, as specified in the Consultation Agreement;
- G. Although Menzel and County desire to waive most of the termination and severance provisions found in Section 3, Menzel and the County still intend to enter into this Agreement pursuant to Section 3 E of Menzel's Employment Agreement, which provides for the execution of a release of claims prior to receiving any payment;

THEREFORE, Menzel and the County agree as follows:

- 1. **Separation Date.** Effective September 1, 2017, (the "Separation Date"), Menzel's employment relationship with the County is terminated, and any and all rights or obligations of either party arising out of Menzel's employment relationship with the County shall terminate as except as outlined in this Agreement. Prior to the Separation Date, Menzel shall continue to carry out his duties and responsibilities as County Administrator, except he shall not make any County

employee hiring decisions without the approval of the Board of Commissioners, nor terminate any County employees without the approval of the Board of Commissioners.

2. **Return of Property Belonging to the County.** At the Separation Date, Menzel shall return to the County's Human Resources Department, any County issued keys, building access cards, and any other personal property belonging to the County he used during his employment as County Administrator.

3. **Payments.** As further consideration for signing this Agreement, in compliance with the promises herein, the County promises to pay Menzel the sums of money to be paid monthly as specified in Schedule B of attached exhibit B, the Consultant Agreement. All other benefits or compensation to which Menzel is eligible as an employee of the County shall cease as of the Separation Date. Menzel shall not be required to reimburse the County for any salary overage paid on September 8, 2017 as a result of his separation date of September 1, 2017.

4. **Release.** In consideration for the promises made by the County in this Agreement, Menzel, for himself, and his family, heirs, executors, administrators, personal representatives, agents, employees, assigns, legal representative and accountants, affiliates, and of any partnerships, corporations, sole proprietorships, or other entities owned or controlled by him, fully releases, acquits, and forever discharges Grand Traverse County, its past, present, and future elected and appointed officials, agents, representatives, insurers, employees, attorneys, successors, assign from any and all charges, actions, causes of actions, claims, grievances, damages, obligations, suits, agreements, costs, expenses, attorneys' fees, or any other liability of any kind whatsoever, suspected or unsuspected, known or unknown, which have or could have arisen out of Menzel's employment with the County and/or termination of employment with the County and/or any other occurrence or claim whatsoever arising on or before the date of this Agreement is executed, including, but not limited to:

a. Claims arising under Title VII of the Civil Rights Act of 1964, THE Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act ("ADA"), the Michigan Elliot-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Whistleblower's Protection Act, and/or any other state federal, local, or municipal statute, law, constitution, ordinance or regulation; and/or

b. Any claims or charges filed with any administrative agency; and/or

c. Any other employment-related claim whatsoever including, but not limited to, claims relating to implied or express employment contracts; public policy or tort claims; retaliatory discharge claims; negligent hiring, retention, or supervision claims; defamation claims, wrongful discharge claims; intentional infliction of emotional distress claims; invasion of privacy claims; intentional interference with contract claims; Open Meetings Act claims; intentional interference with business relations claims; negligence claims; detrimental reliance claims; loss of consortium claims; promissory estoppels claims; personal injury claims; common law claims; claims for compensatory or punitive damages; claims for back and front pay; claims for attorneys' fees and costs; claims relating to legal restrictions on the County's right to terminate employees, or pursuant to any other claim whatsoever, arising out

employee hiring decisions without the approval of the Board of Commissioners, nor terminate any County employees without the approval of the Board of Commissioners.

2. **Return of Property Belonging to the County.** At the Separation Date, Menzel shall return to the County's Human Resources Department, any County issued keys, building access cards, and any other personal property belonging to the County he used during his employment as County Administrator.

3. **Payments.** As further consideration for signing this Agreement, in compliance with the promises herein, the County promises to pay Menzel the sums of money to be paid monthly as specified in Schedule B of attached exhibit B, the Consultant Agreement. All other benefits or compensation to which Menzel is eligible as an employee of the County shall cease as of the Separation Date. Menzel shall not be required to reimburse the County for any salary overage paid on September 8, 2017 as a result of his separation date of September 1, 2017.

4. **Release.** In consideration for the promises made by the County in this Agreement, Menzel, for himself, and his family, heirs, executors, administrators, personal representatives, agents, employees, assigns, legal representative and accountants, affiliates, and of any partnerships, corporations, sole proprietorships, or other entities owned or controlled by him, fully releases, acquits, and forever discharges Grand Traverse County, its past, present, and future elected and appointed officials, agents, representatives, insurers, employees, attorneys, successors, assign from any and all charges, actions, causes of actions, claims, grievances, damages, obligations, suits, agreements, costs, expenses, attorneys' fees, or any other liability of any kind whatsoever, suspected or unsuspected, known or unknown, which have or could have arisen out of Menzel's employment with the County and/or termination of employment with the County and/or any other occurrence or claim whatsoever arising on or before the date of this Agreement is executed, including, but not limited to:

a. Claims arising under Title VII of the Civil Rights Act of 1964, THE Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act ("ADA"), the Michigan Elliot-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Whistleblower's Protection Act, and/or any other state federal, local, or municipal statute, law, constitution, ordinance or regulation; and/or

b. Any claims or charges filed with any administrative agency; and/or

c. Any other employment-related claim whatsoever including, but not limited to, claims relating to implied or express employment contracts; public policy or tort claims; retaliatory discharge claims; negligent hiring, retention, or supervision claims; defamation claims, wrongful discharge claims; intentional infliction of emotional distress claims; invasion of privacy claims; intentional interference with contract claims; Open Meetings Act claims; intentional interference with business relations claims; negligence claims; detrimental reliance claims; loss of consortium claims; promissory estoppels claims; personal injury claims; common law claims; claims for compensatory or punitive damages; claims for back and front pay; claims for attorneys' fees and costs; claims relating to legal restrictions on the County's right to terminate employees, or pursuant to any other claim whatsoever, arising out

of or relating to Menzel's employment with the County and/or any other occurrence to the date of this Agreement, but excluding claims which Menzel cannot waive by law, and claims for breach of this Agreement.

5. **Unemployment Benefits.** The County agrees not to contest any effort on the part of Menzel to seek and receive unemployment benefits after the Separation Date. Menzel acknowledges and agrees, however, that the ultimate decision with regard to eligibility for unemployment benefits is made by the State of Michigan, and Menzel could be deemed ineligible even though the County is not challenging Menzel's application for benefits.

6. **Workers Compensation Claims.** Menzel represents that during the course of his employment with the County, he did not suffer any on the job injuries of any sort (physical or mental) and that he has no intention or basis for pursuing a worker's compensation disability action against the County.

7. **Consideration.** Menzel acknowledges that the payments that will be made to him under exhibit B the Consultant Agreement in exchange for the release of claims are in addition to anything of value to which he is already entitled. Menzel acknowledges and represents that, except as set forth in this Agreement, all compensation and benefits due Menzel by the County have been paid, and that Menzel has no outstanding claims for any compensation and benefits.

8. **No Liability.** It is understood by all parties that this Agreement is a compromise and does not constitute an admission of fault or guilt on the part of any party.

9. **Consideration Period.** Menzel acknowledges that in accordance with the provisions of the Older Workers Benefit Protection Act ("OWBPA"), he has been given 21 days to consider the terms of this Agreement before signing.

10. **Revocation Period.** Menzel has the right to revoke the Agreement within 7 days from the date on which he submits this Agreement with his original signature. To be effective, the revocation must be in writing and mailed, certified mail, return receipt requested, to: William Hendry, Human Resources Department, Grand Traverse County, Governmental Center, 400 Boardman Ave, Traverse City, Michigan, 49684. If Menzel properly revokes this Agreement, Menzel will not receive the consideration described in Paragraph 2 of this Agreement, and the Consultation Agreement shall be automatically terminated by Menzel and the County. If Menzel does not revoke this Agreement, this Agreement will become effective and enforceable on the 8th day after Menzel submits this Agreement with his original signature without any further action by him or the County. In the event that there is a conflict between this provision of the Agreement and any provision of Menzel's Employment Agreement, this provision of this Agreement shall supersede, govern and control.

11. **Full Integration.** The parties declare and understand that no promises, inducements, or agreements not contained in this Agreement have been made to them, that this Agreement contains the entire agreement between the parties, and that the terms of this Agreement are contractual and not merely recital. In agreeing to sign this Agreement, Menzel acknowledges that he has not relied on any statements or explanations made by the County or its attorneys.

12. **Severability.** Should one or more of the provisions of this Agreement be found to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions contained herein shall not be impaired or affected in any way.

13. **Consultation with Attorneys.** Menzel understands and agrees that he has been advised to consult with his attorneys prior to executing this Agreement.

14. **Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of Michigan, without regard to conflicts of law principles. Any action related to this Agreement shall be instituted in the State of Michigan, Grand Traverse County.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, and may be signed via facsimile, and each such counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute one Agreement.

THOMAS F. MENZEL ACKNOWLEDGES THAT HE IS COMPETENT TO EXECUTE THIS AGREEMENT, THAT HE HAS CAREFULLY READ EACH OF ITS PROVISIONS, THAT HE HAS HAD THE OPPORTUNITY OT REVIEW THE AGREEMENT WITH LEGAL COUNSEL AND THAT HE UNDERSTANDS ITS CONTENTS. THOMAS F. MENZELN, ACCORDINGLY, ENTERS INTO THIS AGREEMENT VOLUNTARILY.

THOMAS F. MENZEL

Dated: _____

GRAND TRAVERSE COUNTY

by _____

Carol Crawford, Chairperson

Dated: _____

by: _____
Bonnie Scheele, County Clerk

Dated: _____

CONSULTANT AGREEMENT

THIS AGREEMENT made this ____ day of August, 2017, by and between the County of Grand Traverse, a Michigan County, of 400 Boardman Ave, Traverse City, Michigan 49684 (the County) and Thomas F. Menzel, whose address is 9704 Edgewood Ave., Traverse City, MI 49684 (the AConsultant@);

WHEREAS, County desires to engage the services of the Consultant to furnish technical and professional assistance concerning the projects which are described in the Scope of Services:

WHEREAS, Consultant wishes to furnish such technical and professional service to COUNTY and has represented that Consultant has the education, expertise, and capability to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Scope of Services. The Consultant shall provide services in accordance with and as set forth in Schedule A, (Scope of Services) attached hereto and incorporated herein by reference.
2. Compensation and Method of Payment. County shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement the sums of money to be paid monthly in accordance with Schedule B.
3. Period of Performance. The services to be rendered under this Agreement shall commence on September 1, 2017, and shall be completed on December 31, 2017.
4. Termination. This Agreement shall terminate on December 31, 2017, or at an earlier date as mutually agreed upon in writing by both the Consultant and the County.
5. Consultant Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. Consultant shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property. Consultant shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.
6. Confidentiality. All information related to this Agreement and the services rendered under this Agreement are confidential and shall not be disclosed unless otherwise required by law, or for the purpose of performing the services rendered as described under this Agreement. If the Consultant receives any inquiries from the media, the public, or anyone else (other than a County official or employee whose duties relate to the services rendered under this Agreement) about this Agreement, about any matter stated in the Scope of Services, or any services rendered pursuant to this Agreement, Consultant shall not comment or respond to such inquiries other than to refer such inquiries to the County Administrator. This confidentiality clause survives termination under Section 4 for a period of two years.

7. Independent Contractor. The relationship of the Consultant to County is that of an independent contractor and in accordance therewith, Consultant covenants and agrees to conduct himself consistent with such status and that he will not claim to be an officer, employee or agent of County or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to workers compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

8. No Joint Venture or Partnership. This Agreement does not and is not intended to create a joint venture or partnership between the parties. The rights and obligations of the parties are entirely contained within this Agreement.

9. Compliance with Regulations. The Consultant shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

10. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

11. Prohibition Against Assignment. This Agreement is intended to secure the service of Consultant because of his ability and reputation and none of the Consultant=s duties under the Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the County. Any assignment, subcontract or transfer of Consultant=s duties under this Agreement must be in writing.

12. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

13. Interest of Consultant. The Consultant represents that its officers and employees have no interest and covenant that they will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant=s services and duties hereunder. The Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed.

14. Qualifications of the Consultant. The Consultant specifically represents and agrees that its officers, employees, agents and Consultants have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

15. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in the Agreement, or at such other address as either party

may, from time to time, designate by written notice to the other.

16. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

17. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of Consultant, or if a person of masculine or feminine gender joins in this Agreement on behalf of Consultant, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires.

18. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

- (a) Mediation. If they are unable to resolve the dispute themselves, and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.
- (b) Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.
- (c) Notice. Written notice of a dispute shall be given to the other parties not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice.

19. Litigation. In the event of any litigation relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses including reasonable attorney's fees and costs.

20. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein, except the Employment Agreement between the parties dated October 8, 2015. That Employment Agreement is extinguished and superseded by this Agreement effective on the first day of the Period of Performance.

21. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

COUNTY

CONSULTANT

By _____
Carol Crawford, Chairperson

By _____
Thomas F. Menzel

By: _____
Bonnie Scheele, County Clerk

Date _____

**SCHEDULE A
SCOPE OF SERVICES**

Consultant shall assist the County by providing advice and consultation to the County on the topics listed below. Advice and consultation on the below listed topics are solely the services the Consultant shall provide to the County. Further, the Consultant shall provide advice and consultation only to the County Administrator or Grand Traverse County Board of Commissioners, when consultation with the Board is deemed necessary by the County Administrator.

- The opportunity or feasibility of a potential lease, sale or assignment of Cell Towers located on County owned property;
- Design of a Curriculum Architecture Plan related to the Management and Development of Employees, which may be used by the County's Human Resources Department;
- Other assistance as may be specifically requested by the County Administrator.

**SCHEDULE B
PAYMENT SCHEDULE**

Payments of \$9,375.83 will be paid to Consultant every calendar month and at the time of the County's first payroll run for that month. Consultant shall submit monthly invoices to the County indicating work on projects per this Agreement.

RESOLUTION APPROVING SEPERATION AGREEMENT
AND CONSULTANT AGREEMENT WITH THOMAS F. MENZEL

WHEREAS, on October 8, 2015, the County and Mr. Menzel executed an employment agreement that set forth the terms and conditions of his employment as County Administrator;

WHEREAS, in memorandum dated January 20, 2017, Mr. Menzel gave notice to the Grand Traverse County Board of Commissioners that he was resigning as Administrator effective December 31, 2017;

WHEREAS at the Grand Traverse County Board of Commissioners regular meeting on August 2, 2017, the Board of Commissioners adopted a resolution to offer the County Administrator position to Vicki Uppal; and

WHEREAS, with Ms. Uppal's selection as the new Administrator and her anticipated start date of September 5, 2017, Mr. Menzel agreed to end his employment as County Administrator at an earlier date, and has further agreed to provide certain consultation services to Grand Traverse County after his employment as County Administrator has ended;

WHEREAS, a Separation Agreement and Release as well as a Consultant Agreement have been prepared with the first agreement providing for the terms and conditions for his separation from the County and second, providing the terms and conditions for consultation services.

THEREFORE, BE IT RESOLVED BY THE GRAND TRAVERSE COUNTY BOARD OF COMMISSIONERS, TO HEREBY approve the proposed Separation Agreement and Release with Mr. Menzel, and authorizes the Chair of the Board of Commissioner's to execute the agreement;

BE IT FINALLY RESOLVED that the Board of Commissioners approves the proposed Consultant Agreement with Mr. Menzel, and authorizes the Chair of the Board of Commissioner's to execute the agreement.

APPROVED: August 10, 2017