

## EMPLOYMENT AGREEMENT

THE AGREEMENT, made and entered into the INSERT DATE OF FINAL ACTION~~3<sup>rd</sup> day of November, 2016~~ between the County of Washtenaw, a Michigan municipal corporation, ("Employer") and Gregory Dill, ("Employee") both of whom agree as follows:

### W I T N E S S E T H :

WHEREAS, Employer desires to continue to employ the services of Gregory Dill as Washtenaw County Administrator; and,

WHEREAS, it is the desire of the Washtenaw County Board of Commissioners, ("the Board") to provide certain benefits, establish conditions of employment and to set working conditions of the Employee; and,

WHEREAS, it is the desire of the Board to (1) ~~secure and~~ retain the services of Employee and to provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) provide a just means for terminating Employee's services at such time as he may be unable fully to discharge his duties due to disability or when Employer may otherwise desire to terminate his employment; and,

WHEREAS, Employee desires to continue~~accept~~ employment with Washtenaw County as the Washtenaw County Administrator.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants in the Agreement, the parties agree as follows:

#### Section 1. Duties and Responsibilities

Employer agrees to employ Gregory Dill as Washtenaw County Administrator to perform the functions and duties specified in the attached job description and to perform other legally permissible and proper duties, functions and responsibilities as the Board shall from time to time assign.

#### Section 2. Term of Contract and Conditions of Extension

A.—The term of the Employment Agreement shall be two (2) years and shall commence on Thursday, November 3, 2016INSERT DATE OF FINAL ACTION and continue thereafter until terminated as set forth in Section 3. This Agreement shall automatically renew each year on January 1 for a two (2) year term unless the Employer provides notice in writing to the Employee that the Agreement shall not be renewed at least 12 months of the expiration of the then current term. In the event that 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 the employee voluntarily resigns.

B.A.

C.B. Nothing in the Employment Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 3 of the Agreement.

D.C. Nothing in the Employment Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his County position, subject only to the provision set forth in Section 3, paragraph D, of the Agreement.

E.D. Employee agrees to remain in the exclusive employ of the Employer until the Agreement is properly terminated and will not accept other employment or become employed by any other employer until the effective termination date, unless such termination date is affected as hereinafter provided. The term “employed” shall not be construed to include occasional teaching or writing performed on Employee’s time off.

### Section 3. Suspension, Termination, Severance Pay, Resignation and Disability Provisions

- A. Employer may suspend the Employee with full pay and benefits at any time during the term of the Agreement, but only if (1) a majority of the Board and Employee agree, or (2) after a public hearing, a majority of the Board votes to suspend Employee for just cause, provided, however, that Employee shall have been given written notice setting forth any charges at least ten days prior to such hearing by the Board members bringing such charges.
- B. If Employer desires to terminate the Agreement pursuant to Section 3G(I), and the Employee remains willing and able to perform his duties under the Agreement, Employer, after receiving a fully signed waiver and release of all claims from Employee, will pay Employee a lump sum cash payment equal to one (1) year, aggregate salary, and all insurance premium payments to remain in effect during the one (1) year period, including 100% of earned salary and 100% of accrued vacation and sick leave paid in a lump sum.
- C. If the Employer desires~~ed~~ to terminate the Agreement pursuant to Section 3G(1), and the Employee remains willing and able to perform his duties under the Agreement, Employer agrees to make a 10% contribution to the Employee’s 457 deferred compensation account on the value of this severance compensation. If the amount of contribution under this Section exceeds the limit under the Internal Revenue Code for contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.
- D. If at any time during the term of the Agreement, Employer reduces the salary or other financial benefits of Employee by a percentage greater than an applicable across-the-board reduction for all non-union employees of Employer, or if Employer refuses, following written notice, to comply with any other provision benefitting Employee herein, or the Employee resigns in lieu of discharge, then Employee may, at his option, be deemed to be “terminated” at the date of such reduction or such refusal to comply with the meaning and context of the severance pay provision in this Agreement.
- E. If Employee voluntarily resigns his position with Employer before expiration of the term in this Agreement, then Employee shall give Employer no less than three months’ notice in advance, unless the parties otherwise agree.
- F. If the Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, or for twenty working days over a thirty working day period, Employer shall have the option to terminate the Agreement, subject to the severance pay requirements of Section 3, paragraph B. However, Employee shall be compensated for all accrued sick leave, vacation, holidays, and other accrued benefits without regard to limit.
- G. If the Employer desires to terminate the Agreement, it shall do so in one of two ways:
  - (1) In accordance with the Controllers Statute, MCLA 46.13b, the Board may terminate

the Agreement by a two-thirds vote of all Commissioners elected to office, or

(2) In accordance with MCLA 46.11(nq), by a majority vote of all Commissioners elected to office, after a notice of charges; a right to a hearing, and a determination by the Board that the Employee is guilty of official misconduct, or habitual or willful neglect of duty.

If the Agreement is terminated pursuant to subsection (1), the severance provided in Section 3B shall apply. If the Agreement is terminated pursuant to subsection (2), however, no severance shall be paid.

- H. Expiration of the term of this Agreement without a renewal or newly executed contract is considered an involuntary termination. Upon the expiration of the term, the Employee is entitled to those benefits that have vested under this Agreement, the Employer's personnel policies, and state or federal law. Specifically, severance pay provided in Section 3B shall be provided.
- I. Severance shall not be included in any final average compensation calculations for the purposes of retirement. It will be taxed at state and federal rates consistent with bonuses.

#### Section 4. Salary

- A. ~~Employer agrees to pay Employee \$190,000.00 annually for his services provided to the County under this Agreement effective on the date of his appointment, as provided in this Agreement. Such annual salary shall be payable in installments at the same time and manner as other employees of the Employer are paid.~~

The Employee will be paid for 37.5 hours per week. The hourly rate of pay will be calculated as a multiple of the base wage hourly rate of the lowest paid, full time, regular, benefitted employee compensated within the County's unified pay plan. This amount shall be known as the Reference Pay. This amount would be no less than \$18.6231 per hour, which is the minimum hourly pay rate of grade 106, the lowest active grade within the unified pay plan as of the date of this agreement. The Reference Pay rate may change with changes to the compensation structure of the organization or with changes to the compensation amounts of specific employees. The Reference Pay rate will be reviewed monthly, and changes to the pay rate for the Employee due to changes in the Reference Pay will occur with the first pay period of each month.

Effective immediately upon approval of this contract by the Board and through December 31, 2023, the Employer agrees to pay Employee an hourly amount equal to seven point five (7.5) times the Reference Pay rate.

For the period beginning January 1, 2024 and thereafter the Employer agrees to pay the Employee an hourly amount equal to eight (8) times the Reference Pay rate.

Such salary shall be payable in installments at the same time and manner as other employees of the Employer are paid.

- B. ~~In addition, Employer agrees to increase Employee's base salary and/or other benefits in such amounts and to such an extent as the Board may determine based upon an~~

~~annual salary and performance review of the Employee made at the same time as similar consideration is given other employees or at a time to be established for such purposes.~~

~~C. The Employee will also be eligible for adjustments made to the Non-Union Salary Schedule, as well as receive any lump-sum payments provided to Non-Union employees.~~

~~B.~~

C. The parties understand and agree that a large portion of the Employee's time outside of normal business hours is spent serving as the County's representative on various non-profit boards throughout the County. Often, when serving on such boards, Employee is expected to annually contribute significant amounts to that. As such, Employer agrees to provide an annual stipend of twenty thousand (\$20,000.00) dollars which may be used to reimburse Employee for such above-described contributions as well as other miscellaneous expenses associated with his representation of the County in the Washtenaw County community at large. The County Administrator will report quarterly to the BOC on these expenses.

#### Section 5. Performance Evaluation and Goal/Objective Setting

A. The Board shall annually review and evaluate the performance of the Employee at the same time as other Non-Union employees. The review and evaluation shall comply with specific criteria developed jointly by Employer and Employee within six months of his appointment. The criteria may be changed as the Board may from time to time determine, in consultation with the Employee. Further, the Chair of the Board shall provide the Employee with a summary written statement of the findings of the Board and provide an adequate opportunity for the Employee to discuss his evaluation with the Board.

B. The Board and Employee shall annually define such goals and objectives which they determine necessary to properly operate the County and to attain the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, which shall be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provision of the Section, the Board and Employee mutually agree to abide by the provisions of applicable law.

#### Section 6. Leave, Health and Retirement Benefits

A. Employee shall accrue 15.625 hours per month of vacation leave and 7.5 hours per month of sick leave.

B. Upon voluntary resignation or termination as defined and set forth in Section 3, Employee shall be compensated for all accrued sick leave, vacation, holidays, and other accrued benefits. Upon voluntary resignation or termination, Employee shall also be eligible for WCERS and VEBA benefits consistent with County policies regarding retirement, in the same manner as appointed Department Heads.

C. Employer agrees to provide and to make required premium payments for Employee for

insurance policies for life, accident, sickness, disability income benefits, major medical and dependent's coverage group insurance covering Employee and his dependents as are in effect for appointed Department Heads.

- D. Employer agrees to provide and to pay the premiums for hospitalization, surgical and comprehensive medical insurance for Employee and his dependents as are in effect for appointed Department Heads.

#### Section 7. Professional and Job-Related Benefits

- A. It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take time off as he deems appropriate during normal office hours.
- B. Employee shall not spend more than ten hours per week in teaching, counseling, writing or other non-Employer connected business without the prior approval of the Board.
- C. Employer's duties require that he shall have the exclusive and unrestricted use at all times during his employment with Employer of an automobile provided to him by the Employer. Employer shall pay for liability, property damage and comprehensive insurance and for the purchase of lease, operation, maintenance, repair and regular replacement of the automobile assigned to the Employee.
- D. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for him to continue and fully participate in national, state, regional, and local associations and organizations necessary and desirable for his continued professional growth and development, and for the good of the Employer.
- E. Employer agrees to budget and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the Employer, including, but not limited to, the Annual Conference of the International City/County Management Association and such other national, state, regional and local governmental groups and committees in which Employee serves as a member.
- F. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.
- G. Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and agrees to reimburse such general expenses, up to an amount not to exceed \$3,000 per year, and the Chief Financial Officer is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavit.

#### Section 8. Indemnification and Bonding

- A. The Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Administrator. Employer shall provide counsel and pay for all costs arising out of such actions.
- B. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 9. No Reduction of Benefits

Employer shall not at any time during the term of the Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all non-union employees of the Employer.

Section 1.0. Other Terms

- A. The Board, on consultation with the Employee, shall fix any 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 do not conflict with the provisions of the Agreement or any law.
- B. All provisions of the County's Policies and Procedures and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they would to other department head level employees of Employer, in addition to the benefits enumerated specifically for the benefit of Employee except as herein provided.

Section 11. Notice and General Provisions

- A. Notices required pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice with the United States Postal Services.
- B. The text of this document shall constitute the entire Agreement between the parties.
- C. The Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- D. The Agreement shall become effective commencing INSERT DATE OF FINAL ACTION ~~November 3, 2016~~.
- E. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

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

\_\_\_\_\_  
Gregory Dill  
County Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Justin Hodge ~~Jason Morgan~~, Chair Date  
Chair, Board of Commissioners

**ATTESTED TO:**

\_\_\_\_\_  
Lawrence Kestenbaum      Date  
**Washtenaw County Clerk / Register of Deeds**

Amended:      August 8, 2018  
                    September 23, 2020  
                    DATE OF FINAL ACTION