

1st AMENDED AND RESTATED

County Government of Leelanau, Michigan Interim Administrator Employment Agreement

Introduction

This Agreement, originally made and entered on March 22, 2024, by and between the County Government of Leelanau (hereinafter called "Employer") and Richard I. Lewis (hereinafter called "Employee") an individual who has the education, training, and experience in local government management, contemplated a duration not to exceed four (4) months, from April 8, 2024, to July 31, 2024, unless otherwise agreed upon by both parties in writing to extend the term, both of whom agree as follows:

Section 1: At-Will Employment Relationship and Term

Subject to the terms hereof, this agreement shall be for a period from April 8, 2024, to expire on December 31, 2024, or before in the event a new Administrator/CFO is hired by the County (the "Term"). This Term may be extended if mutually agreed upon by both parties in writing.

Notwithstanding the Term and subject to the provisions of this Agreement, the parties acknowledge and agree that the Employee is an at-will employee and serves as the Interim County Administrator at the sole pleasure and discretion of the County Government of Leelanau. While either party may terminate this employment relationship with or without cause, and with or without notice to either party, out of respect to one another, both parties will attempt, to the extent practicable, to give the other party 30 days' notice before terminating the employment relationship.

Section 2: Duties and Authority

As the Interim County Administrator, the Employee shall perform the functions and duties specified in the County Administrator Job Description of Leelanau County Government, its ordinances, and other legally permissible and proper duties and functions of the position of County Administrator.

Section 3: Compensation

The County shall pay Mr. Richard I. Lewis an hourly rate of \$100.00 for his services to the County Government of Leelanau. He shall receive no other compensation or benefits of any kind except as expressly set forth herein. He shall be paid at the same time as full-time county employees.

Section 4: Travel and/or Lodging Reimbursement

Effective the month of June 2024, and each month thereafter for the duration of the Term, the Employee will be paid \$150.00/mo. for a car allowance. Employee will be reimbursed for business travel and lodging reimbursement as pre-approved for County activities.

Section 5: Health, Disability, and Life Insurance Benefits

No health care, disability, life insurance, or similar benefits will be provided by Leelanau County to Employee.

Section 6: Vacation, Sick, and Military Leave

No vacation, sick, or military leave benefits will be provided by Leelanau County to the Employee.

Section 7: Vehicle Expense Reimbursement

No vehicle expense reimbursement will be provided by Leelanau County to the Employee.

Section 8: Retirement

No retirement benefits will be provided by Leelanau County to Employee.

Section 9: Severance

No severance benefits will be provided by Leelanau County to the Employee.

Section 10: Hours of Work

Employee shall be allowed to establish an appropriate work schedule. It is anticipated by the parties that Employee will work **approximately 25 hours per week** on behalf of the Employer.

Section 11: Indemnification

To the extent permitted under federal or Michigan 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 Interim Administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities hereunder, unless the act or omission involved willful or wanton conduct. The Employee may request, and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. To the extent permitted by law, the Employer shall indemnify employee against all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such 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 his duties under this Agreement. To the extent permitted by law, any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise any action and settle any claim or suit if Employer is covering the cost of defense under this Section. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation 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. Further, Employer agrees to pay

Employee reasonable consulting fees and travel expenses when Employee services as a witness, advisor, or consultant to Employer regarding pending litigation.

Section 12: Bonding

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

Section 13: General Provisions

1. **Professional Liability Insurance.** The County agrees that the Employee shall be covered by liability insurance carried by the County for itself and its officers and employees covering the Interim County Administrator to the same extent as other County employees. The requirements of this paragraph may be met through a self-insurance pool or fund.
2. **Non-Discrimination.** The Employee, as required by law, shall not discriminate against any person seeking services from the County or against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position, or because of race, color, height, weight, marital status, religion, national origin, age, or sex.
3. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
4. **Applicable Law.** This Agreement shall be construed according to the laws of the State of Michigan.
5. **Assignment or Subcontracting.** The Employee may not assign, subcontract or otherwise transfer any duties and/or obligations under this Agreement.
6. **Modification of Agreement.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
7. **Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
8. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
9. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement of judicial modification of the invalid provisions.

10. **Certification.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

EMPLOYEE:

Richard I. Lewis

Date

EMPLOYER:

Ty Wessell, County Board Chairman

Date

APPROVED AS TO FORM FOR COUNTY OF LEEANAU:
COHL, STOKER & TOSKEY, P.C.
By: **Mattis D. Nordfjord**
On: June 14, 2024