



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF A SPECIAL MEETING

The Wexford County Board of Commissioners will hold a Special Meeting on Wednesday, July 30, 2025, beginning at 4:00 p.m., in the Commissioners Room of the Courthouse located at 437 E. Division Street, Cadillac, Michigan

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. APPROVAL OF THE AGENDA
- E. PUBLIC COMMENTS
Designated for topics on the agenda only.
- F. AGENDA ITEMS
 - 1. Dual Position Admin Contract with Joe Porterfield 1
 - 2. Dual Position Deputy Admin Contract with Jami Bigger..... 6
- G. PUBLIC COMMENTS
- H. BOARD COMMENTS
Open for any public comment.
- I. CHAIRMAN'S COMMENTS
- J. ADJOURN

In compliance with the Americans with Disabilities Act, persons with physical limitations that may tend to restrict access to or participation in this meeting should contact the County Administrator's office (231-779-9453) at least 12 hours prior to the scheduled start of the meeting.

**COUNTY OF WEXFORD
DUAL-EMPLOYED ADMINISTRATOR
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is entered into this 30th day of July, 2025, by and between County of Wexford, a municipal corporation and political subdivision of the State of Michigan acting through the Wexford County Board of Commissioners ("Board") and Clifford (Joe) Porterfield ("Employee").

WITNESSETH:

WHEREAS, the Board requires the services of a qualified person to serve as the Wexford County Administrator for a three year period commencing July 30, 2025; and

WHEREAS, Employee is currently employed as the Equalization Director and County Administrator; and

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** between the parties as follows:

1. **Employment.** The Employee shall be employed as the County Administrator of Wexford County ("County") upon the terms and conditions hereinafter set forth. It is expressly understood and agreed by the Board and the Employee that the County Administrator position shall be an "at-will" employee of the Board, serving at the pleasure of the Board pursuant to MCL 46.11(o). Either the Employee or the Board may terminate this Agreement without cause as provided hereunder at which time, the Employee will be eligible to return to his full time former position as Equalization Director as provided in this Agreement.

2. **Duties.**

- A. The Employee shall perform such duties and responsibilities as required and directed by the Board and in accordance with the laws of the State of Michigan, and shall perform such other duties and functions as may be required. The Employee agrees that at all times he will faithfully and to the best of his ability, experience and talents perform all the duties that may be required. The Employee shall report to the Board and such specific commissioners as may be designated by the Board from time to time in its discretion.
- B. The Employer reserves the right to delineate and assign further duties and functions for the Employee as it deems necessary and in the best interest for the administration of its programs and services.

3. **Term.** The term of this Agreement shall be from July 30, 2025 July 29, 2028 unless this Agreement is terminated by either the Board or Employee, with or without cause, pursuant to the termination provisions of this Agreement. Each party will provide at least 30 calendar days prior written notice to the other party, provided there are at least 30 calendar days remaining before the contract expires on July 29, 2028. The Board may waive the Employee's notice requirement. Such notice shall not be required if the Employee is terminated by the Board for "cause" as defined below.

4. **Termination.** The Employee's employment contract may be terminated without cause by a majority vote of the total number of the County's Board members, elected and serving, at a meeting held in compliance with the Open Meetings Act (MCL 46.13b). If the termination is without cause, the Employee will be entitled to return to his former at-will Equalization Director position. In the event the Employee returns to this position, the employment relationship will be governed by the then current policies and procedures in place.

The Employees employment contract may also be terminated by Board "with cause" by a two-thirds (2/3) vote of the number of the County's Board members, elected and serving, at a meeting held in compliance with the Open Meetings Act (MCL 46.13b). If Employee is terminated with cause, the Board may by a vote of two-thirds vote of the County's Board members, elected and serving, at a meeting held in compliance with the Open Meetings Act (MCL 46.13b) also – without violating this Agreement -- elect to decline to return the Employee to his former full-time Equalization Director at-will position. Within this context only, and for the limited purposes of this Agreement -- "with cause" shall be narrowly defined to not include incompetence, neglect of duty, insubordination or other acts of ordinary omission. Rather, "for cause" is defined for this Agreement only as a termination because of the Employee's personal dishonesty, willful misconduct, breach of fiduciary duty involving personal profit, or willful violation of any law, rule or regulation including acts such as, but not limited to:

- a. conviction of or pleading guilty or no contest to a felony;
- b. conviction of or pleading guilty or no contest to a misdemeanor which, in the sole discretion of the Board, impairs the Employee's ability to effectively perform his job duties;
- c. embezzlement;
- d. dishonesty for gain;
- e. theft;
- f. misappropriation of funds;
- g. reporting to work or working in an intoxicated condition or under the influence a controlled substance;
- h. illegal activity on the County's premises during work or non-work hours;
- i. sexual harassment or illegal discrimination of employees or third-parties.

In the event the Employee's employment is terminated by the Board with cause and the Employee disputes same, that dispute shall be submitted to binding arbitration in accordance with the Employment Dispute Resolution Rules established by the American Arbitration Association. The County shall pay all costs associated with the per diem charged by the Arbitrator. Each party

shall bear the individual costs associated with filing fees and counsel. The arbitrator shall have no authority to reinstate the Employee, or to add to, subtract from, or modify this Agreement, nor provide the Employee any compensation or benefits in excess of those which are authorized under this Agreement. Employee agrees that any arbitration, action or suit against the County, Board, any elected or appointed official of the County or Board, or any employee of the County arising out of Employee's employment or termination of employment, including but not limited to claims arising under State or Federal civil rights statutes, must be brought within 180 days of the event giving rise to the claims or be forever barred. Employee expressly waives any limitation periods to the contrary.

5. **Return of Property.** Upon termination of employment, the Employee shall return all documents, correspondence, files, papers or property of any kind, of all type or nature pertaining to the Board, which the Employee may possess or control, and shall sign a statement verifying return of such property.

6. **Compensation.** In addition to the salary fixed by the Board for the Equalization Director Position, Employee shall receive a gross additional sum of seven hundred and ninety dollars and seventy-three cents per week for the period July 30, 2025 through July 29, 2026; the gross additional sum of eight hundred and eighty-six dollars and eighty-eight cents per week for the period July 30, 2026 through July 29, 2027; and the gross additional sum of nine hundred and eighty-three dollars and three cents per week for the period July 30, 2027 through July 29, 2028.

7. **Fringe Benefits.** Effective upon eligibility, the Employee shall be entitled to the same fringe benefits as provided by the Board to its other similarly situated Employees.

8. **Bonding.** The Board shall bear the full cost of any fidelity or other bonds required of the Administrator under law.

9. **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 a 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. Discrimination against an individual because of gender identity, including transgender status, or because of sexual orientation is discrimination because of sex in violation of Title VII of the Civil Rights Act of 1964. Breach of this covenant may be regarded as a material breach of this Agreement.

10. **Compliance with the Law.** The Employee shall perform all duties and obligations hereunder in complete compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

11. **Complete Agreement.** This Agreement constitutes the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior contracts, oral or written, between the parties, if any. It is

further understood that no Board personnel has authority to enter into any employment contract with the Employee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by a formal action of the Board.

12. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the Employer, or the Employer is made a party thereof, the parties acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District.

13. Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

14. Assignment or Subcontracting. The Employee may not assign, subcontract or otherwise transfer any duties and/or obligations under this Agreement.

15. 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.

16. 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.

17. Invalid Provisions. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

18. 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.

COUNTY OF WEXFORD:

By: _____

GARY TAYLOR– CHAIRPERSON
COUNTY BOARD OF COMMISSIONERS

Dated: July 30, 2025

EMPLOYEE:

By: _____

CLIFFORD (JOE) PORTERFIELD –ADMINISTRATOR

Dated: July 30, 2025

DRAFT

**COUNTY OF WEXFORD
DUAL-EMPLOYED DEPUTY COUNTY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is entered into this 30th day of July, 2025, by and between County of Wexford, a municipal corporation and political subdivision of the State of Michigan acting through the Wexford County Board of Commissioners ("Board") and Jami Bigger ("Employee").

W I T N E S S E T H:

WHEREAS, the Board requires the services of a qualified person to serve as the Wexford Deputy County Administrator for a three year period commencing July 30, 2025; and

WHEREAS, Employee is currently employed as the Human Resources Director and has in the past served at request of the Board Deputy County Administrator; and

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** between the parties as follows:

1. Employment. The Employee shall be employed as the Deputy County Administrator of Wexford County ("County") upon the terms and conditions hereinafter set forth. It is expressly understood and agreed by the Board and the Employee that the Deputy County Administrator position shall be an "at-will" employee of the Board, serving at the pleasure of the Board pursuant to MCL 46.11(o). Either the Employee or the Board may terminate this Agreement without cause as provided hereunder at which time, the Employee will be eligible to return to her full time former position as Human Resources Director as provided in this Agreement.

2. Duties.

- A. The Employee shall perform such duties and responsibilities as required and directed by the County Administrator or the Board and in accordance with the laws of the State of Michigan, and shall perform such other duties and functions as may be required. The Employee agrees that at all times she will faithfully and to the best of her ability, experience and talents perform all the duties that may be required. The Employee shall report directly to the County Administrator, but may be designated to report directly to Board and such specific commissioners as may be designated by the County Administrator or Board from time to time in its discretion.
- B. The Employer reserves the right to delineate and assign further duties and functions for the Employee as it deems necessary and in the best interest for the administration of its programs and services.

3. **Term.** The term of this Agreement shall be from July 30, 2025 until July 29, 2028 unless this Agreement is terminated by either the Board or Employee, with or without cause, pursuant to the termination provisions of this Agreement. Each party will provide at least 30 calendar days prior written notice to the other party, provided there are at least 30 calendar days remaining before the contract expires on July 29, 2028. The Board may waive the Employee's notice requirement. Such notice shall not be required if the Employee is terminated by the Board "for cause" as defined below.

4. **Termination.** The Employee's employment contract may be terminated without cause by a majority vote of the total number of the County's Board members, elected and serving, at a meeting held in compliance with the Open Meetings Act (MCL 46.13b). If the termination is without cause, the Employee will be entitled to return to her former at-will Human Resources Director position. In the event the Employee returns to this position, the employment relationship will be governed by the then current policies and procedures in place.

The Employee's employment contract may also be terminated by Board "with cause" by a two-thirds (2/3) vote of the number of the County's Board members, elected and serving, at a meeting held in compliance with the Open Meetings Act (MCL 46.13b). If Employee is terminated with cause, the Board may by a vote of two-thirds vote of the County's Board members, elected and serving, at a meeting held in compliance with the Open Meetings Act (MCL 46.13b) also – without violating this Agreement -- elect to decline to return the Employee to her former full-time Human Resources Director at-will position. Within this context only, and for the limited purposes of this Agreement -- "with cause" shall be narrowly defined to not include incompetence, neglect of duty, insubordination or other acts of ordinary omission. Rather, "for cause" is defined for this Agreement only as a termination because of the Employee's personal dishonesty, willful misconduct, breach of fiduciary duty involving personal profit, or willful violation of any law, rule or regulation including acts such as, but not limited to:

- a. conviction of or pleading guilty or no contest to a felony;
- b. conviction of or pleading guilty or no contest to a misdemeanor which, in the sole discretion of the Board, impairs the Employee's ability to effectively perform her job duties;
- c. embezzlement;
- d. dishonesty for gain;
- e. theft;
- f. misappropriation of funds;
- g. reporting to work or working in an intoxicated condition or under the influence a controlled substance;
- h. illegal activity on the County's premises during work or non-work hours;
- i. sexual harassment or illegal discrimination of employees or third-parties.

In the event the Employee's employment is terminated by the Board with cause and the Employee disputes same, that dispute shall be submitted to binding arbitration in accordance with the Employment Dispute Resolution Rules established by the American Arbitration Association. The County shall pay all costs associated with the per diem charged by the Arbitrator. Each party

shall bear the individual costs associated with filing fees and counsel. The arbitrator shall have no authority to reinstate the Employee, or to add to, subtract from, or modify this Agreement, nor provide the Employee any compensation or benefits in excess of those which are authorized under this Agreement. Employee agrees that any arbitration, action or suit against the County, Board, any elected or appointed official of the County or Board, or any employee of the County arising out of Employee's employment or termination of employment, including but not limited to claims arising under State or Federal civil rights statutes, must be brought within 180 days of the event giving rise to the claims or be forever barred. Employee expressly waives any limitation periods to the contrary.

5. **Return of Property.** Upon termination of employment, the Employee shall return all documents, correspondence, files, papers or property of any kind, of all type or nature pertaining to the Board, which the Employee may possess or control, and shall sign a statement verifying return of such property.

6. **Compensation.** In addition to the salary fixed by the Board for the Human Resources Director Position, Employee shall receive a gross additional sum of six hundred and seventeen dollars and five cents per week for the period July 30, 2025 through July 29, 2026; the gross additional sum of seven hundred and thirteen dollars and twenty cents per week for the period July 30, 2026 through July 29, 2027; and the gross additional sum of eight hundred and nine dollars and thirty-five cents per week for the period July 30, 2027 through July 29, 2028.

7. **Fringe Benefits.** Effective upon eligibility, the Employee shall be entitled to the same fringe benefits as provided by the Board to its other similarly situated Employees.

8. **Bonding.** The Board shall bear the full cost of any fidelity or other bonds required of the Deputy Administrator under law.

9. **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 a 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. Discrimination against an individual because of gender identity, including transgender status, or because of sexual orientation is discrimination because of sex in violation of Title VII of the Civil Rights Act of 1964. Breach of this covenant may be regarded as a material breach of this Agreement.

10. **Compliance with the Law.** The Employee shall perform all duties and obligations hereunder in complete compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

11. **Complete Agreement.** This Agreement constitutes the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior contracts, oral or written, between the parties, if any. It is

further understood that no Board personnel or County employee has authority to enter into any employment contract with the Employee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by a formal action of the Board.

12. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the Employer, or the Employer is made a party thereof, the parties acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District.

13. Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

14. Assignment or Subcontracting. The Employee may not assign, subcontract or otherwise transfer any duties and/or obligations under this Agreement.

15. 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.

16. 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.

17. Invalid Provisions. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

18. 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.

COUNTY OF WEXFORD:

By: _____

GARY TAYLOR– CHAIRPERSON
COUNTY BOARD OF COMMISSIONERS

Dated: July 30, 2025

EMPLOYEE:

By: _____

JAMI BIGGER –DEPUTY ADMINISTRATOR

Dated: July 30, 2025

DRAFT