



Ottawa County
Corporation Counsel

Jack C. Jordan
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October 22, 2024

Ms. Sarah Leach
15613 Groesbeck St.
Grand Haven, MI 49417
sentinellead@gmail.com

RE: Freedom of Information Act Request #2024-008805383

Dear Ms. Leach:

We are the Freedom of Information Act Coordinators for Ottawa County, Michigan. We have received your request for “an opportunity to inspect or obtain copies of public records, specifically all contracts on record between department of Community Mental Health and Michael Brashears and between CMH and Lynne Doyle.”

Your request is granted as to any existing, non-exempt public records in the possession of Ottawa County, which are responsive to the scope of your request. Attached are the requested documents.

To the extent that any of the responses above may be construed as a denial of your request, you have the right to administratively appeal that denial pursuant to The Ottawa County Freedom of Information Act Policy, Procedures and Guidelines, and Public Summary, which are available at <https://www.miottawa.org/MediaRoom/>.

Alternatively, within 180 days of your original request, you are entitled to commence an action in the Michigan Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the Court determines that we have not complied with FOIA in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive your attorneys’ fees and damages and possible punitive damages in an amount up to \$1,000 as well as other appropriate relief under FOIA.

Very Truly Yours,

Jack Jordan
Ottawa County Corporation Counsel

Lanae Monera
Ottawa County Corporation Counsel

**EMPLOYMENT AGREEMENT FOR THE EXECUTIVE DIRECTOR OF THE
OTTAWA COUNTY COMMUNITY MENTAL HEALTH AGENCY**

This Employment Agreement (hereinafter "Agreement") is made and entered into this 29th day of July 2024, by and between the Community Mental Health of Ottawa County Board (hereinafter "the Board"), 12265 James Street, Holland, Michigan 49424, an entity organized and existing under Chapter 2 of the Michigan Mental Health Code, MCLA 330.1200 et seq.; and Dr. Michael Brashears (hereinafter also referred to as "the Executive Director"), collectively referred to as "the Parties," with reference to the following facts and circumstances:

- A. The Board is, by law, charged with responsibility for the administration and management of mental health services for the residents of Ottawa County, Michigan. In the discharge of that responsibility, the Board is required to appoint an Executive Director of the Ottawa County Community Mental Health Program. See MCL 330.1226(l)(k).
- B. Dr. Michael Brashears is a person duly qualified to serve as the Executive Director of the Ottawa County Community Mental Health Program, and the Board desires to appoint and hire Dr. Michael Brashears for the position of Executive Director, under the terms and conditions set forth herein, subject to MCL 330.1226(3) permitting the Ottawa County Board of Commissioners to reject the appointment by the Board.

NOW THEREFORE, pursuant to the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Employment and Title: The Board appoints Dr. Michael Brashears as Executive Director of Community Mental Health of Ottawa County, and the Executive Director accepts this appointment. The Executive Director agrees to provide services to the Board and to Ottawa

County, upon the terms and conditions set forth herein, and as set forth in Michigan law and the job description attached as Exhibit A. The Executive Director further agrees to perform other legally permissible and proper duties as the Board may assign on a need be basis. Any changes in the job description during the term of this Agreement shall be in writing and mutually agreed upon by the Executive Director and the Board. The Board shall conduct annual written performance evaluations of the Executive Director and shall review said performance evaluation with the Executive Director prior to November 1 of each contract year.

2. Term of Agreement: The term of this Agreement shall be for the period commencing July 29, 2024, through July 29, 2029, subject to the terminations provisions of paragraph 8 set forth below.

3. Renewal of Agreement: The Parties may negotiate the terms of a renewal or extension of this Agreement for the time period following the five (5) year term by means of a signed, written renewal or extension. During the first quarter of the fifth (5th) year of this Agreement, the Board will inform the Executive Director whether it intends to engage in contract negotiations to renew or extend this Agreement.

4. Compensation: The Board shall pay to the Executive Director a salary of \$260,000 per year for each contract year of the five (5) year contract payable bi-weekly in accordance with Ottawa County's Policies. The Executive Director agrees that during this five (5) year Agreement, he is not eligible for any type of increase in salary, including, but not limited to, any cost-of-living expense increase, increases granted to the Unclassified employee group, merit raises, etc.

5. Benefits: The Executive Director shall receive the standard benefits provided to Unclassified employees of Ottawa County except he is entitled to twenty (20) days of vacation in the first year of his employment as Executive Director. After the first full year as Executive

Director, the Executive Director's vacation benefits will follow the same schedule as other Unclassified employees of the County.

6. Variable Hours of Employment: As a salaried employee, the Executive Director understands that he is hired by the Board to perform work that does not necessarily fit within a standard 40-hour work week. The Executive Director understands and agrees that his work schedule may deviate from the standard work week and that more than 40 hours may be necessary to perform the job requirements.

7. Mileage and Expenses: The Executive Director is allowed to use County vehicles as necessary to conduct the business of Community Mental Health of Ottawa County (hereinafter "CMHOC"). Should the Executive Director use his personal vehicle to conduct CMHOC business, the Board shall reimburse the Executive Director for reasonable and necessary mileage on his personal vehicles and expenses incurred as a direct result of conducting CMHOC business, according to the standard of Ottawa County Policies. Approval shall be made by the Community Mental Health Chairperson on a monthly basis. Should the Executive Director use his personal vehicle to conduct CMHOC business, he agrees to maintain automobile liability insurance coverage of at least one (1) million per accident, as well as maintain the Michigan statutorily required limits for personal injury protection and property protection benefits. The Executive Director further agrees to provide proof of such insurance coverages to the Board.

8. Termination of Agreement: It is understood and agreed that the Executive Director may be terminated from employment with or without cause by the Board according to the following conditions:

A. With Cause

This Agreement and this employment relationship may be terminated by the

Board upon the vote of at least two thirds (2/3) of the Board members appointed, immediately and without notice for cause. For purposes of this section, "cause" shall be determined by the Board and is defined to include, but is not limited to, the following:

- 1.) Official misconduct and/or malfeasance;
- 2.) Habitual or willful neglect of duty;
- 3.) The conviction of or guilty plea or no contest plea to a felony or misdemeanor;
- 4.) Embezzlement;
- 5.) Theft;
- 6.) Misappropriation of funds;
- 7.) Insubordination;
- 8.) Sexual harassment of employees or clients;
- 9.) Unauthorized use of CMH or Ottawa County property, equipment, or facilities;
- 10.) Falsification or unauthorized alteration of CMH or Ottawa County documents or records;
- 11.) Improper use of leave time, including, but not limited to, falsification of information to secure such leave time;
- 12.) Illegal activity on CMH or Ottawa County premises;
- 13.) A pattern of failure to work cooperatively with community service agencies and/or courts;
- 14.) Any other material breach of the Executive Director's obligations under this Agreement.

Any termination for cause shall be effective immediately, the Executive Director's compensation of any and all types shall be terminated immediately, and the Executive Director shall not be entitled to severance of any type.

B. Without Cause

- 1.) This Agreement and the employment relationship may be terminated without cause by either party with 30-day written notice required to be provided by both Parties.
- 2.) Termination of this Agreement by the Board without cause is only effective if done by a vote of two thirds (2/3) of the Board members appointed.

3.) If the Board terminates this Agreement without cause (by at least two thirds (2/3) of the Board members appointed as set forth above), then the Executive Director shall receive severance in the amount of twelve (12) months' salary payable in bi-weekly installments plus paid health insurance for twelve (12) months, but no other fringe benefits, contingent upon the following terms:

- i. The severance amount is considered liquidated damages;
- ii. The severance amount serves as the maximum amount the Executive Director will receive in the case of termination without cause;
- iii. The Executive Director will resign his position; and
- iv. The Executive Director will execute a complete and final Release of Claims, which releases any and all claims he has or may have against the Board and Ottawa County arising out of his employment as Executive Director, including, but not limited to, unemployment compensation benefits.

C. Voluntary Termination

- 1.) The Executive Director may voluntarily terminate his employment under the Agreement at any time upon the giving of thirty (30) calendar days written advance notice to the Board.
- 2.) Such voluntary termination shall take effect on the last day of such thirty (30) day calendar period, or sooner if mutually agreed upon.
- 3.) The Executive Director's compensation shall cease as of the effective date of such voluntary termination.
- 4.) In the event that the Executive Director fails to give the required advance

notice of such voluntary termination, he shall be deemed to have waived any right to claim entitlement to accrued, but unused benefits.

9. Notices: Any notice or document required or desired to be given to a party shall be in writing and shall be deemed given: (1) to the Board when delivered personally to the Chairperson of the Board or when deposited in the United States mail, certified mail postage prepaid, addressed to the Board at the address of the Board set forth above, (2) to the Executive Director when delivered personally to him or when deposited in the United States mail, certified mail postage prepaid, addressed to her at her place of residence.

10. Outside Employment: Except for approved activities, during the term of this Agreement and any extension thereof, Executive Director shall not engage in any outside employment or contract work without the knowledge and written consent of the Chairperson of the Board.

11. Availability of Funds: This Agreement shall be subject to the commitment of sufficient budget funds by the Ottawa County Board of Commissioners and/or MDHHS.

12. Construction of Agreement: The captions at the beginning of the several paragraphs of this Agreement are not part of the content hereof but are merely labels to assist in locating and reading those paragraphs and shall not be construed as part of this Agreement. This Agreement may be executed in several counterparts, and each executed counterpart shall be considered an original of this Agreement. All questions concerning the intention, validity, and meaning of this Agreement or relating to the rights and obligations of the parties with respect to the performance hereunder shall be governed and construed according to the laws of the State of Michigan. To the extent that any court of competent jurisdiction is unable to construe any provision of this Agreement or holds such provision (or any part thereof) to be invalid, such holding shall not

affect the validity of the remainder of this Agreement. Time shall be of the essence with respect to satisfaction of any condition to the rights of the parties under this Agreement and with respect to all other times specified in the Agreement.

13. Use of County Equipment: The Executive Director will have access to, and use of all County equipment needed to conduct any and all job responsibilities as Executive Director.

14. Return of Property: Upon termination of employment, the Executive Director shall return all documents, correspondence, files, papers, or property of any kind, of all type or nature pertaining to the Board

15. Waivers: No failure or delay on the part of either party 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 right, power or privilege.

16. Assignment or Subcontracting: The Executive Director may not assign, subcontract, or otherwise transfer his duties and/or obligations under this Agreement, in whole or in part.

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 enforceability of this Agreement.

18. Entire Agreement: This document contains the entire Agreement between the Parties and supersedes any prior understandings or agreements among them, oral or written, respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, between the Parties relating to the subject matter of this Agreement, except those fully expressed in this Agreement. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing

and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have each executed duplicated original counterparts of this Agreement as of the date first set forth above.

OTTAWA COUNTY COMMUNITY

MENTAL HEALTH BOARD

BY: *Gretchen Cosby*
Gretchen Cosby, Chairperson

DATE: 07/29/2024

DR. MICHAEL BRASHEARS

BY: *Michael Brashears*
Dr. Michael Brashears

DATE: 07/29/2024

EXHIBIT A

1. The Executive Director shall faithfully and diligently labor to achieve the expressed Board's ENDS within the constraints of delineated MEANS.
2. Executes and administers the community mental health services program in accordance with the approved annual plan and operating budget, the general policy guidelines established by the board, the applicable governmental procedures and policies and the provisions of the Michigan Mental Health Code.
3. Provides direction to Community Mental Health staff and contract agencies in the pursuit and achievement of organizational mission and related policies.
4. Develops and recommends to the Board a management structure and informs the Board of overall staffing needs. Assures the agency's personnel decisions are carried out within the parameters of applicable Board and Ottawa County policies.
5. Ensures that the agency's day-to-day operations are effectively coordinated and managed.
6. Develops procedures which ensure employee evaluation.
7. Serves as professional advisor to the Board. Develops a need based strategic plan with the Board and implements the plan.
8. When circumstances require, presents and recommends to the Board for consideration and adoption new policy options or revises existing policies.
9. Coordinates with the Chairperson in the development of each Board meeting agenda. The agenda along with all related documents, as much as possible, shall be sent to each Board member sufficiently in advance.
10. Generally attends all regular and special meetings of the Board.

11. Serves as the Board's official representative to the Michigan Department of Health and Human Services and other public and private agencies.
12. Serves as the Board's official liaison to ensure an effective working relationship with the Ottawa County Board of Commissioners, Ottawa County administrative staff, and other county departments.
13. Shall be able to effectively communicate with the public and legislators both verbally and in writing.
14. Shall meet specific performance goals as determined by the Board through the annual evaluation process.
15. Shall meet specific performance goals suggested by the Director and agreed to by the Board.