COUNTY OF ALPENA

ADMINISTRATOR AGREEMENT

THIS AGREEMENT made and entered into as of the 14th day July, 2026, by and between the ALPENA COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Employer") and Jesse Osmer, (hereinafter referred to as "Employee").

WITNESSETH:

WHEREAS, the Employer is authorized to engage employee pursuant to Michigan Compiled Laws section 46.11 (o); and

WHEREAS, the Employer desires to employ the services of Employee as Administrator for the County of Alpena; and

WHEREAS, it is the desire of the Employer to: (1) retain the services of the Employee and to provide inducement for the Employee to remain in such employment, and (2) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employment;

NOW, THEREFORE, it is hereby agreed as follows:

I

EMPLOYMENT

Employer hereby agrees to employ Employee as the Administrator of Alpena County to perform such duties and functions as prescribed by law and assigned by the Employer including, but not limited to the job responsibilities for the County of Alpena set forth in Attachment 'A' (Administrator Job Description approved by BOC), as may be changed from time to time by the Employer as well as such other legally permissible and proper duties and functions as the Employer may assign from time to time.

Employee agrees to remain in the exclusive employment of the Employer during the term of this Agreement (and any extensions thereof) and neither to accept other employment nor become employed by any other Employer, unless said additional employment is specifically approved by the Employer or unless the employment provided for herein is terminated prior to the expiration of its term in accordance with the provisions of Section VI herein. Any compensation earned by the Employee in connection with such approved activities shall be that of the Employee.

II

TERM

The term of this agreement shall commence as of 12:01 a.m., July 1, 2026, regardless of the date of signature by the parties hereto, and continue for a period of three (3) years, terminating at midnight, June 30, 2029. During the term hereof, the Employee shall receive a performance evaluation as described in Part V of this Agreement.

Notwithstanding anything contained herein, either party may, in writing, request a re-negotiation of some or all of the conditions of Employee's Agreement with Alpena County at any time ~~on or before November 20th of any year~~ this Agreement is in force.

III

COMPENSATION

a. Salary. The Employer agrees to pay the Employee compensation by way of ~~an annualized salary in the amount of $82,000 and such additional compensation as may be negotiated by the Personnel Committee and approved by the Full Board of Commissioners.~~ the following schedule and amount:

   July 17, 2026: A 3% stipend based off of his current salary ($87,870)
   January 1, 2027: $100,000
   January 1, 2028: $103,000
   January 1, 2029: $106,090
   -or-
   January 1, 2027: $100,000; and a 3% stipend of the annual salary, to be paid out Jan. 8
   January 1, 2028: $103,000
   January 1, 2029: $106,090

   Such salary shall be payable at the same time and in the same manner salaries are paid to other employees of Alpena County.

b. Annual Leave. Employee shall be entitled annually to 7 hours of PTO per pay period (and adjusted per reference to Section 7.2 of County Non-Union Handbook). Annual personal leave days shall accrue in the same fashion as Alpena County 'non-bargained for employees'.

c. General Benefits.
   1. Employer further agrees to provide Employee a mobile telephone/data device and laptop with VPN at the Employer's expense.

   2. In addition to the foregoing, the Employee shall be entitled to retirement, holidays, dental (at employee cost), optical (at employee cost), short-term disability, and term life and accidental death and dismemberment insurance coverage available to 'non-bargained for' employees of Alpena County. During the term of this Agreement, the Employer shall not reduce the salary, compensation or other financial benefits of Employee except as similar reductions are required for non-represented employees.

3. The Employer agrees to provide, per Public Act 152, and to pay the premiums for either full family health insurance coverage as provided to other County 'not bargained for' employees, or payments in lieu of this health insurance coverage under the same terms and conditions specified in the most recent update of the Alpena County benefit guide, as may be changed from time to time.

4. Notwithstanding anything contained herein to the contrary, Employee specifically acknowledges and agrees that employee is exempt from the provisions of the Federal Fair Labor Stands Act and is not entitled to any compensatory or overtime credit during the term of employment herein.

IV

EMPLOYEE DEVELOPMENT

Employer agrees to pay for Employee's membership in such professional associations, attendance and travel expenses, including ICMA and MACAO regular and board meetings, and other conferences and meetings as Employee and Employer mutually agree are beneficial to both the County and Employee, subject to the availability of funds for said association memberships, attendance and travel expenses as allowed per County policy.

Employer agrees to include in the annual budget an account specifically dedicated for the above-described professional development opportunities. Any professional development attended needs to relate to the County operations or the Employee's leadership skills.

V

EVALUATION

Employer ~~shall~~ may conduct performance evaluation of the Employee not more than annually ~~beginning in November of 2024~~, and the Employee will cooperate with respect to the same. The initiation of the evaluation process shall be the responsibility of the Chairman of the Board of Commissioners and Chairman of the Personnel Committee.

VI

TERMINATION OF EMPLOYMENT

a. Notwithstanding the term provided for herein, it is understood and agreed that Employee serves at the pleasure of the Employer and his employment is terminable at will, with or without cause, at anytime by an affirmative vote of the majority of members of the Alpena County Board of Commissioners at a meeting which is duly noticed, and for which Board Members and Employee are provided written notice that the agenda will include a proposal to terminate the employment of the Employee.

b. Any proposed termination for cause shall further require the Employer to give Employee written notice setting forth the charges at least thirty (30) days prior to the date of the hearing at which Employee shall be afforded the opportunity to respond thereto. In the event Employee is terminated for cause, then, and in that event, Employer shall have no obligation to give Employee the severance pay and insurance coverage set forth in Section VII hereof.

c. As used herein the term ”cause” shall mean any of the following events:

1. The Employee's conviction of or plea of guilty or *nolo-contendere* to a crime providing for a term of imprisonment (other than traffic violations and crimes not requiring the knowing involvement of Employee in the commissioner thereof) or substantial and sustained alcohol or other substance abuse on the part of the Employee (whether or not constituting a crime) which continues following a written warning from the Employer.
2. The Employee's (a) neglect of duties involving his bad faith; (b) willful failure to act with respect to duties previously communicated to the Employee in writing by the Employer; or (c) other willful misconduct in connection with the performance of his duties hereunder, and in the case of any such neglect, failure or, to the extend curable, misconduct, only if it is not cured within ten (10) days from the receipt by the Employee of written notice from the Employer.

3. If the Employer terminates the Employee's employment under the provisions of this Section VI.C. all rights of the Employee to compensation and benefits pursuant to Section III of this Agreement shall cease as of the effective date of such termination.

d. If the Employee is determined by the Employer to be incapacitated or disabled by accident, illness or otherwise so as to render ~~her~~ him mentally or physically incapable of performing the services required of ~~her~~ him under this Agreement with or without reasonable accommodation, subject to applicable law(s), which unless agreed to by the Employee shall be determined by resolution of the Employer following a thorough examination of at least two qualified medical experts (one of whom will be the Employee's personal physician), and such condition is not cured within 180 days after the first occurrence of such incapacity or disability, upon the expiration of such period or at any time thereafter, by an affirmative vote a majority of the members of the Alpena County Board of Commissioners, the Employee's employment may be terminated immediately upon giving the Employee noticed to that effect. In the event the Employer shall terminated Employee's employment pursuant to the provisions herein, the Employer shall not be obligated to pay severance.

e. If the Employee should die while employed during the term of this Agreement, in which case the termination shall be effective immediately. Termination under this subsection shall not obligate Employer to pay severance.

f. If Employee should resign or retire, in which case Employee agrees to provide sixty (60) day's advance notice of an intent to resign unless Employer and Employee otherwise agree to a shorter notice period. An election to retire shall be considered resignation for purposes of this section, but Employee shall endeavor to provide Employer with six (6) months advance notice of the date for that retirement in order to assist the Employer with transition planning. Termination of employment under this subsection shall not obligate Employer to pay severance.

VII

SEVERANCE PAY AND INSURANCE COVERAGE

In the event Employee is terminated for the reasons set forth above in Section VI.A. by the Employer before the expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, the Employer agrees, ~~during the first year of the Agreement, to pay the Employee six (6) months' salary, payable in a one-time lump sum, and the first three (3) months COBRA coverage for medical benefits (hereinafter collectively referred to as "severance pay"). In the event Employee is terminated after the first year of the Agreement, the Employer agrees~~ to pay the Employee ~~six (6)~~ three (3) months' salary, payable in a one-time lump sum, and three (3) months COBRA coverage for medical benefits. The receipt of the severance pay provided for herein shall be the sole and exclusive remedy available to Employee in the event his employment is terminated by Employer without cause as defined in Section VI.A. Severance payments shall be less withholding for taxes and other deductions as required by law. For purposes of determining Employee's eligibility for unemployment benefits, severance payments under this parage shall be allocated equal installments to the twenty-sex (26) weeks immediately after termination.

VIII

VOLUNTARY TERMINATION

Employee may voluntarily terminate his employment under this Agreement at any time upon the giving written notice to the Employer sixty (60) days in advance. Such voluntary termination shall take effect on the last day of such sixty (60) day period, or sooner if mutually agreed upon. ~~If Employee fails to give required advance notice of such voluntary termination, Employee shall be deemed to have waived all accrued but unused paid annual PTO benefits.~~

IX

ARBITRATION

Employer and Employee agree to submit any claim about interpretation or alleged violation of any provision of this Agreement to final and binding arbitration, except as either party may be seeking injunctive relief. Arbitration will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so within sixty (60) calendar days of the event precipitating the disagreement, or such later time to which the parties may agree in writing. The arbitration will be conducted in accordance with the then-applicable employment dispute resolution rules of the American Arbitration Association ("AAA") and will include the right to be represented and to conduct reasonable discovery, which may include depositions. The arbitrator may issue subpoenas to summon witnesses and will issue a written award that contains findings of fact and conclusions of law. The arbitration will be held in Alpena, Michigan. The party filing the claim will be responsible for paying the filing fee and any administrative fees assessed by AAA. The parties will split the arbitrator's compensation, and each party will pay its own costs and attorney fees in connection with the arbitration, except those costs and fees as may be allocated by the arbitrator in accordance with this agreement or by relevant state or federal law. The arbitrator may award any and all remedies allowed by the action in accordance with applicable law. The arbitrator's award will be final and binding on both parties and may be enforced in a court of competent jurisdiction.

X

HOURS OF WORK

Employer and Employee agree and acknowledge that, inasmuch as the within Agreement provides for the performance of professional services by the Employee for and on behalf of the Employer, the Employee shall work such hours as may be necessary. The Employee specifically acknowledges that ~~she~~ he is expected to devote full time to the business of the Employer.

XI

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Employer may fix and determine from time to time any other terms and Conditions of employment relating to Employee as it may deem appropriate, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any applicable law. The Employee must abide by the current policies and procedures as provided in the Alpena County handbooks.

XIII

HEADINGS

The headings of the Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

XII

APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

XIV

NOTICES

Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and if delivered to the residence of the Employee as appearing on the records of the Employer, or to the principal office of the Employer, to the attention of the Chairperson.

XV

ENTIRE AGREEMENT

This instrument contains the entire agreement of the parties relating to the subject matter and may be waived, changed, modified, or discharged only by agreement in writing and signed by both parties.

XVI

WAIVER OF BREACH

The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

XVII

INVALIDITY

If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the Court to the extent, but only to such extent as is necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed severable and shall not affect the validity and enforceability of any other provision.

ALPENA COUNTY

John Kozlowski, Chairman

Board of Commissioners

Jesse Osmer

Brenda Fournier, Vice Chair

Board of Commissioners