

**OGEMAW COUNTY ADMINISTRATOR/CONTROLLER  
EMPLOYMENT AGREEMENT 2023-2026**

**THIS EMPLOYMENT AGREEMENT** is entered into this 11<sup>th</sup> day of May, 2023, by and between County of Ogemaw, a municipal corporation and political subdivision of the State of Michigan with administrative offices at 806 W Houghton, West Branch, MI 48661, acting through the Board of Commissioners of the County of Ogemaw (the "Board of Commissioners", "County" or "Employer"), and Timothy J. Dolehanty ("Administrator/Controller" or "Employee").

**RECITALS**

**WHEREAS**, pursuant to MCL 46.13a and MCL 46.11 (o), the Board of Commissioners seeks to employ Timothy J. Dolehanty as County Administrator/Controller under the terms and conditions of this Agreement;

**WHEREAS**, it is to the advantage of both the County and the Administrator/Controller to specify the conditions under which the Administrator/Controller is to work and be compensated;

**WHEREAS**, Timothy J. Dolehanty wishes to accept employment as County Administrator/Controller under such terms and conditions.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION 1. DUTIES AND FUNCTIONS.** The County agrees to employ Timothy J. Dolehanty as County Administrator/Controller to perform all legally permissible and proper duties and functions that the Board of Commissioners may from time-to-time assign to him, including, but not limited to, those set forth in a job description approved by the Board of Commissioners and attached as Exhibit A.

The Administrator/Controller shall be allowed to establish an appropriate normal work schedule, which shall meet the needs of the Employer and shall allow the Administrator/Controller to faithfully perform the assigned duties and responsibilities, of not less than forty (40) hours per week. In addition, the Administrator/Controller agrees to work whatever additional hours may be necessary in the performance of the duties and functions of the County Administrator/Controller without entitlement to extra compensation for any hours worked outside of normal business hours of the County.

While employed under this Agreement, the Administrator/Controller will abide by, enforce, and comply with the policies and governance directives of the Employer.

**SECTION 2. TERM.** Subject to the earlier termination provisions in this Agreement below, the term of this Agreement will commence on May 19, 2023, and will expire May 18, 2026.

**SECTION 3. RELATIONSHIP OF PARTIES.** The Administrator/Controller will serve at the will and pleasure of the Board of Commissioners and is subject to the Board of Commissioners' supervision and direction. The parties understand and agree that the Administrator/Controller will be responsible to

manage the day-to-day activities of the County that are not assigned by statute or Board of Commissioners' delegation to other County officials, and that the Board of Commissioners will give direction to the Administrator/Controller on matters of policy.

The Administrator/Controller recognizes the importance of the Board of Commissioners understanding his thought processes in the determination of the hiring of key staff. Accordingly, the Chairperson and other Commissioner(s) designated by the Board of Commissioners may sit in on hiring interviews conducted by the Administrator/Controller. At the completion of the interview process, the Administrator/Controller may solicit the thoughts and opinions of the parties involved in the interview process, although all final decisions on the employee hiring and termination shall continue to be within the sole purview of the Administrator/Controller.

The Administrator/Controller further recognizes the importance of the Board of Commissioners understanding of the management decisions and financial transactions performed by the Administrator/Controller, including but not limited to the transfer of budgeted funds. The Administrator/Controller will provide at least monthly "Administrator/Controller's Reports" with an update on County business.

The Administrator/Controller will also recommend and implement policies of the Board relating to general administration, including without limitation, budget and financial management, employer relations and labor negotiations, facilities and equipment management and other internal services as requested by the Board or initiated by the Administrator/Controller as appropriate and necessary.

#### **SECTION 4. PERFORMANCE EVALUATIONS.**

- A. Annual performance goals and objectives will be mutually discussed and agreed upon by both the Employer and Administrator/Controller. The performance review will typically occur in the last quarter of the year for the upcoming new year.
- B. Employer shall annually review the performance of the Administrator/Controller through a process agreed upon by the Employer and Administrator/Controller. The evaluation may be completed verbally and/or in writing as mutually agreed upon by the parties.
- C. If requested by the Administrator/Controller and agreed by the Employer as permitted by MCL 15.268(a) (the Open Meetings Act), the Evaluation of the Administrator/Controller shall be conducted in a closed session of the governing body and shall be considered confidential to the extent permitted by law.
- D. If there are changes to performance expectations because of the performance evaluation, the Administrator/Controller will be given a reasonable amount of time to meet the revised expectations.

**SECTION 5. COMPENSATION.** Effective the first payroll following the start of the term of this Agreement, the Administrator/Controller will be paid a base annual salary of Ninety Thousand and 00/100 Dollars (\$90,000.00). Subsequent increases will be considered when allocated to other County department heads through the annual budget as determined by the Board of Commissioners. This compensation will be subject to income tax, payroll, and other required withholding and will be paid in bi-weekly installments on the regular paydays of employees of the County.

During the term of this Agreement, the Administrator/Controller will also receive the following benefits:

- A. Dues: Subscriptions. The County will budget and pay for professional dues and subscriptions of the Administrator/Controller necessary for his full participation in national, regional, State and local associations and organizations and for the benefit of the County, subject to budget limitations.
- B. Professional Development Expenses. The County will budget and pay for expenses of the Administrator/Controller for professional and official travel, meetings, and other events beneficial to the professional development of the Administrator/Controller and for the benefit of the County, including, but not limited to, the annual conference at the International City/County Management Association (ICMA), NACO, the Michigan County Administrators Association, Michigan Association of Counties, and such other national, regional, State, and local groups and committees thereof on which the Administrator/Controller may serve as a member. The County will budget and pay for expenses of the Administrator/Controller for short courses, institutes, and seminars that are necessary for the Administrator/Controller's professional development and for the benefit of the County, subject to budget limitations.
- C. Other Business-Related Expenses. Employer recognizes that certain expenses of a job-related nature are incurred by Administrator/Controller and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies.
- D. Vacation; Leave; Holiday.
  - 1. Vacation. Upon commencement of this Agreement, Administrator/Controller shall be credited with vacation time he has accrued but not used as of May 18, 2023, and thereafter, shall accrue additional vacation days on an annual basis equivalent to other department heads under the County's current Personnel Manual. The Administrator/Controller may bank vacation time up to the maximum provided department heads under the County's current Personnel Manual.
  - 2. Paid Sick Leave. Upon commencement of this Agreement, the Administrator/Controller will be credited with Paid Sick Time Off that he has accrued but not used as of May 18, 2023, and thereafter, shall accrue additional Sick Leave on an annual basis and may bank this leave equivalent to other department heads under the County's current Personnel Manual.
  - 3. Holidays. Administrator/Controller will be entitled to the holiday time off and pay consistent with other department heads under the County's current Personnel Manual.
  - 4. Other Leaves. Administrator/Controller shall be eligible for Family Illness Leave, Funeral Leave, and Jury Duty Leave under the County's current Personnel Manual.
- E. Disability; Health; Life Insurance.
  - 1. The County will provide the Administrator/Controller with the same health insurance coverage and opt out option as department heads under the County's current Personnel Manual.
  - 2. The County will provide the Administrator/Controller with the same short-term and long-term disability plan coverage as department heads under the County's current Personnel Manual.

- F. Liability Insurance. The County agrees that the Administrator/Controller shall be covered by liability insurance carried by the County for itself and its officers and employees covering the Administrator/Controller to the same extent as other County employees. This requirement may be met through a self-insurance pool or fund.
- G. Retirement. The County has and will continue to enroll the Administrator/Controller into the County's defined contribution pension plan with the Michigan Employees Retirement System (MERS), an agent multi-employer state-wide public employee pension created under PA 135 of 1945 and operated under PA 220 of 1996. The Employer shall contribute the equivalent of seven percent (7%) of Employee earnings for the plan year, subject to the limitations of sections 415(c) and (e) of the Internal Revenue Code. The Employee may elect to contribute up to seven percent (7%) of eligible earnings.
- H. Return of Employer Property. Administrator/Controller hereby covenants and agrees to promptly return to the Employer all property and documents (whether in hard copy or electronic form) of Employer, including login and password information for electronic accounts, documents (whether in print or electronic format) showing the Employer's confidential/proprietary information, work in progress, originals, and copies of business forms, computer files, diskettes, manuals, including training manuals, computer equipment, office equipment, and all other materials in Administrator/Controller's possession or control that belong to the Employer, in whatever form and together with all copies at the conclusion of employment.
- I. Bonding. The Board of Commissioners will bear the full cost of any fidelity or other bonds required of the Administrator/Controller under law.
- J. In addition to those benefits specifically provided herein, the Administrator/Controller will be entitled to those benefits provided to department heads of the County that are not in conflict with this agreement. This does not include benefits specifically addressed herein.

**SECTION 6. TERMINATION.**

- A. By the County. The Administrator/Controller after appointment shall hold the office at the will and pleasure of the Board of Commissioners and may be removed by a  $\frac{2}{3}$  vote of all the Commissioners elected to office, as required by MCL 46.13b. After such notice of termination, the Administrator/Controller shall continue to perform the duties set forth herein as may be directed by the Board of Commissioners. Except for instances when the Administrator/Controller is terminated for cause, as more fully described below, in the event that the Administrator/Controller's employment is terminated without cause during the first year of this agreement, Employer agrees to pay the Administrator/Controller a lump sum payment equal to 6 months aggregate salary, accrued benefits (including vacation, sick leave and retirement payments) and insurance opt out payments (if applicable) (the "Without Cause Severance"). To receive the Without Cause Severance, Administrator/Controller will be required to execute a general release form to be determined by the Board of Commissioners.
- B. Termination for Cause. Notwithstanding the provisions of Section 6., Paragraph A. above, the following reasons constitute "for cause" grounds to terminate Administrator/Controller:
  - 1. A finding by the Board of Commissioners that the Administrator/Controller has willfully and materially failed to perform the duties of Administrator/Controller that has continued after the Administrator/Controller has received notice of the deficiency.

2. Conviction of a felony or high misdemeanor.
3. Conviction of crime of dishonesty.
4. Working under the influence of alcohol, marijuana, or illegal drugs.

If the Administrator/Controller is terminated for cause, the Administrator/Controller shall not be eligible for the Without Cause Severance payments as set forth above. Prior to termination for cause under Section 6. B., 1., only, Employer shall provide Administrator/Controller with written notice of the proposed termination which includes the reason and factual basis for such action. Administrator/Controller may request an opportunity to respond to the notice. Should Administrator/Controller request, they will be allowed the opportunity to come into compliance with this Agreement or their duties. A re-evaluation of their performance will then take place. If the grounds for termination have not been corrected within a reasonable time, the Employer may proceed with the termination.

- C. By the Administrator/Controller. The Administrator/Controller will have the right to voluntarily resign from the position thereby terminating this Agreement upon a minimum of 30 days advance written notice to the County.
- D. Termination upon Death or Disability of Administrator/Controller. In the event of the death or if the Administrator/Controller becomes totally disabled or otherwise unable to perform their duties because of long term illness, accident, injury or mental incapacity for a period of greater than three (3) months unless otherwise provided by law this Agreement will terminate. The amount of any unpaid accrued compensation and benefits will be paid to the Administrator/Controller or his estate, as applicable, pursuant to the severance provisions of Section 6, Paragraph A.

**SECTION 7. NON-DISCRIMINATION.** The Administrator/Controller, as required by law, will 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.

**SECTION 8. COMPLIANCE WITH THE LAW.** The Administrator/Controller will perform all duties and obligations hereunder in complete compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

**SECTION 9. WAIVERS.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder will operate as a waiver, nor will a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

**SECTION 10. ASSIGNMENT OR SUBCONTRACTING.** The Administrator/Controller may not assign, subcontract or otherwise transfer any duties and/or obligations under this Agreement.

**SECTION 11. ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed to by the parties, and no other agreements, oral or otherwise regarding the subject matter of this agreements shall be deemed to exist or to bind either of the parties hereto.

**SECTION 12. SEVERABILITY.** If any provision or portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provision or portions shall not be affected thereby, but shall be valid and in force to the fullest extent allowed by law.

**SECTION 13. APPLICABLE LAW.** This agreement shall be construed and governed in accordance with the laws of the State of Michigan.

**SECTION 14. AMENDMENT OR MODIFICATION.** The terms of this Agreement, including, but not limited, compensation of the Administrator/Controller, may be amended or modified only by written agreement of the parties or by changes in applicable law that mandate alteration of a term or terms of this Agreement.

**SECTION 15. HEADINGS.** The descriptive headings used in this Agreement are for convenience only and are not to be used in its construction.

**SECTION 16. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute on and the same instrument.

**Section 17. CERTIFICATION.** The persons signing this Agreement on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by each party.

**IN WITNESS WHEREOF**, the County of Ogemaw has caused this Agreement to be signed and executed on its behalf by the Chairperson of the Board of Commissioners, and Administrator/Controller, signed and executed by themselves on the date noted below.

**ADMINISTRATOR/CONTROLLER:**

  
\_\_\_\_\_  
**Timothy Dolehanty**

**COUNTY OF OGEMAW:**

  
\_\_\_\_\_  
**Jenny David, Chairperson  
County Board of Commissioners**

APPROVED AS TO FORM FOR COUNTY OF OGEMAW:  
COHL, STOKER & TOSKEY, P.C.  
By: *Isl Matt Nordford, Esq.*  
On: May 5, 2023

## **Exhibit A**

### **Job Description OGEMAW COUNTY**

#### **COUNTY ADMINISTRATOR/CONTROLLER**

##### **General Summary**

Under the direction and oversight of the Ogemaw County Board of Commissioners as a body, serves as the Chief Administrative Officer of the County and performs a wide range of difficult- to-complex administrative activities that serve to support effective and efficient county government operations; advises and assists the Board in planning, policy and operational matters; and directs and coordinates the administration of county government in accordance with policies and directives issued by the Board as a whole, pursuant to all applicable state and federal laws and regulations.

##### **Scope of Responsibility and Authority**

The County Administrator/Controller is responsible for the following departments or duties (where no department): Budget and Finance, Equalization, Facilities Management, Health Department, Human Resources, Information Services, Land Information Services, Senior and Veteran Services, Transportation and County Housing Development, Zoning, Planning, Building Inspection, Emergency Management, Purchasing Agent, IT, and performs the full range of managerial- oversight functions. Acts as final appointing authority and retains authority over organizational structure, budget, staffing levels and configuration, financial management, planning, administrative policy development and implementation, performance management and prioritization of fiscal, human and capital resources.

The County Administrator/Controller carries overall responsibility and authority for the "business" and service delivery aspects of Ogemaw County government. In matters of governance and public policy, the position oversees the implementation and administration of Board-established policies. The Administrator/Controller helps maintain good working relationships between the Board's office and other elected officials.

##### **Essential Functions**

1. Works with the Board to understand their vision and strategic policy direction. Assists the Board in developing and managing public policy matters. Oversees staff implementation of Board goals and policies. Directs and oversees near-term and long-range work planning: goal setting, prioritization, funding, monitoring and reporting.
2. Provides assistance to the Board and committees of the Board to facilitate action on matters requiring their attention (based on County policy) and is a liaison to other board, authorities and joint agencies. Investigates and researches various issues and projects assigned by the Board and

reports the results with possible alternatives and recommended courses of action. Provides a recommendation on all non-political matters to be considered by the Board of Commissioners.

3. Acts as the first step and/or liaison for all matters to be considered by the Board of Commissioners. Manages the development of Board and committee meeting agendas with the assistance of the Board or Committee Chairperson and/or the County Clerk and attends meetings to advise, counsel, and present pertinent data and information to aid the Board in making decisions and establishing policies. Researches, analyzes, and implements issues considered and approved by the Board.
4. Maintains the fiscal oversight of the County. Administers, reviews, and analyzes budgets including general operating, applicable county funds, and capital outlay. Acts as the County Purchasing Agent. Approves major purchases and contracts for services, forecasts financial status, and creates and implements related policy. Consistent with the Uniform Budgeting Act, develops an annual balanced budget to be presented to the Board of Commissioners for final approval.
5. Negotiates, develops, reviews, and/or approves (based on County policy) a variety of legal documents including but not limited to contracts, purchase agreements, grants, and interagency agreements, ensuring the County's interest is represented.
6. Coordinates legal matters in conjunction with legal counsel and corporation counsel. Seeks legal advice and opinions on behalf of the County. Exercises settlement authority with established limits and recommends action on other matters to the Board. Designated County representative to liability insurance carrier and is responsible for the administration of all liability claims.
7. Leads labor negotiations and the administration of all labor agreements within County government. Provides leadership and direction for personnel related matters including final decision authority on personnel matters. Assist the County wide elected officials and courts in their bargaining agreements.
8. Confers with all county departments and seeks to resolve operating problems within current practices and policies. Revises and develops policy dealing with new or changing circumstances for consideration of the Board. Advises departments of relevant Board and committee actions. Supervise the Title 9 office.
9. Continuously monitors and evaluates the efficiency, effectiveness and cost-effectiveness of the County's service delivery and governance, with emphasis on departments and functions under the authority of the Board. Recommends and implements action to maintain and improve services.
10. Participates in planning of county infrastructures including facilities, capital outlay, budget, and critical long-range needs.
11. Represents the County Board of Commissioners, as a Body, acting as a liaison with the Board, county departments, other elected officials, local units of government, various agencies, and other committees on federal, state, county, and community issues.

12. Represents the County at various functions such as making speeches at civic and business association meetings. Meets with community members, developers, and officials to establish goodwill and resolve/respond to issues. Serves as the County's representative on numerous boards, committees, associations, and other groups on behalf of the Board of County Commissioners. Collaborates on federal/state/county/community issues.
13. Serves as the Public Information Officer for all matters under the authority of the Board of Commissions and at times for the whole organization. Develops, reviews, and distributes press releases based on formal decisions of the Board of Commissioners and factual information. Interacts directly with all forms of media. Serves as the FOIA/OMA Coordinator.
14. Maintains the Board Appointment and vacancy roster for each Committee, Authority, Agency Board that require County members and appointments. Provides public vacancy announcements and the process for filling vacancies.

### **Employment Qualifications**

**Education:** Bachelor's Degree in Public or Business Administration, Master's Degree preferred, and/or a combination of education and experience that would be beneficial to the position as determined by the Ogemaw County Board of Commissioners within its sole discretion.

**Experience:** Seven or more years responsible administrative/supervisory experience in local government.

1. **Knowledge:** Principles and practices of business administration including general accounting and fiscal management practices; governmental budgeting; personnel practices and employment laws, office procedures and business operating systems; and the appropriate method and means of dealing with human behavior situations in a variety of circumstances.
2. **Skill:** Communicate effectively, verbally and in writing, with and in a diverse range of audiences and settings; persuasion and negotiation of conflicts and problems; assessing operational, program, staffing and fiscal needs; interpreting legal documents, law and government regulations; evaluating fiscal and financial reports, forms and data; analyzing complex written documents; identifying and resolving administrative problems; working long and irregular hours under pressure conditions; delegating responsibility and achieving results through subordinates; and maintaining order in an environment of changing priorities.

**Other Requirements:** *The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.*

**Physical Requirements:** *This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodation will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.*

Ability to access departmental files.

Ability to enter and retrieve information from computers.

Ability to access all locations of County government.

**Working Conditions:**

Works in office conditions.