

**OGEMAW COUNTY ADMINISTRATOR  
EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT**, effective **April 30, 2020** is made and entered into by and between County of Ogemaw, a municipal corporation and political subdivision of the State of Michigan, acting through the Board of Commissioners of the County of Ogemaw (“Board” or “County”), and Timothy J. Dolehanty (“Administrator”).

**WITNESSETH**

**WHEREAS**, the County wishes to retain the services of Timothy J. Dolehanty as Administrator; and

**WHEREAS**, Timothy J. Dolehanty wishes to be retained by the County in the capacity of Administrator; and

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

**NOW THEREFORE**, it is mutually agreed by the parties as follows:

**1. EMPLOYMENT:**

The County hereby employs Timothy J. Dolehanty as the Administrator and Timothy J. Dolehanty hereby accepts such employment upon the terms and conditions hereinafter set forth.

**2. APPLICABLE LAWS:**

This agreement is subject to all applicable laws bearing upon the parties and subject matter of this agreement as such law may be in effect from time to time. In the event of a conflict between the provisions of this agreement and such applicable law, such applicable law shall control. Mr. Dolehanty is being employed as County Administrator pursuant to MCL 46.11(o).

**3. TERM:**

This agreement shall be for a period of three (3) years and shall commence on **May 18, 2020** and shall continue thereafter until **May 18, 2023**, unless terminated earlier as provided hereunder. Notwithstanding any contrary provision, the Administrator’s employment may be terminated from employment at the pleasure of the Board and may be removed in the manner provided by law for the removal of County Officers, or by a two-thirds (2/3) vote of all the commissioners elected to office. If the Administrator is terminated for “just cause” or if he resigns, the County shall not be obligated to provide to the Administrator any compensation after the date of such termination or resignation is effective. In the event the Board terminates this contract prior to **May 18, 2023** for other than “just cause” or if the Board solicits the resignation of the Administrator, the Board shall continue to pay the Administrator his salary and medical benefits for one (1) year or the balance of the contract whichever comes first.

- a. In the event the Administrator resigns from the position, ninety (90) calendar days advance written notice shall be given to the Board.
- b. For purposes of this agreement, the following shall include but not belimited to being considered “just cause” and shall be grounds for the immediate termination of this Agreement by the Board:
  1. Conviction of or pleading guilty to a felony or high court misdemeanor
  2. Perjury
  3. Theft
  4. Destruction of property
  5. Gross neglect of duty
  6. Reporting to work or working in under the influence of illegal drugs or alcohol
  7. Illegal activity during work or non-work hours
  8. Insubordination
  9. Violation of any part of this agreement

The parties agree that the above is not intended to be an exhaustive definition of “just cause” and recognize that other acts or omissions may also be considered “just cause” for termination of employment.

- c. In the event the County at any time reduces the compensation or fringe benefits of the Administrator in a greater percentage or to a greater extent than an applicable general reduction for all County elected officials, the Administrator may elect to have been deemed to be terminated and while continuing to work shall be entitled to the salary or other benefits as afforded by this Agreement for a period of up to one hundred and twenty (120) days after the action of the County, immediately after which time the Administrator shall elect to resign or to continue employment with the salary and fringe benefits as reduced by the County. All elections by the Administrator, under the provisions of this subparagraph shall be effective only upon receipt by the County Clerk on behalf of the County of such written notice.
- d. In the event the employment of the Administrator is terminated by the County for “just cause” and the Administrator 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 arbitrator shall have no authority to reinstate the Administrator, to neither add to, subtract from, or modify this Agreement, nor provide the Administrator any compensation or benefits in excess of those, which are authorized under this Agreement. Further, the arbitrator shall have no authority to award compensation to the Administrator for a period beyond one (1) year or the balance of the term of contract whichever applies.

**4. COMPENSATION:**

Compensation shall be set at a minimum of eighty thousand dollars per year (\$80,000), commencing on **May 18, 2020**. Subsequent increases will be equal to increases allocated to other County department heads through the annual budget.

**5. RETIREMENT:**

The County agrees to enroll the Administrator into the County's defined contribution pension plan with the Municipal Employees Retirement System (MERS) of Michigan, an agent multiple-employer, state-wide, public employee pension created under Public Act 135 of 1945, and now operated under Public Act 220 of 1996. The Employer shall contribute the equivalent of 7% of employee's earnings for the plan year, subject to the limitations of sections 415(c) and (e) of the Internal Revenue Code. Employee may elect to contribute up to 7% of eligible earnings.

**6. PERFORMANCE EVALUATION:**

The Board shall review and evaluate the performance of the Administrator, in writing, on or before November 1 of each year of the term. The review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Administrator. Criteria may be added or deleted as the Board may, from time to time, determine in consultation with the Administrator. The Administrator shall have an opportunity to discuss his evaluation with the Board annually, the Board and Administrator shall define such goals and performance objectives which they determine necessary for the proper operation of the County and in the attainment of the Board's policy objectives. The Board and the Administrator shall further establish a relative priority among those various goals and objectives; said goals and objectives are to be in writing.

**7. DUTIES:**

In addition to the duties enumerated in the job description attached herein as Appendix A, and those additional duties assigned from time to time, the Administrator shall be the Chief Administrative Officer for the County as provided under the Uniform Budgeting and Accounting Act. The Administrator shall direct all appointed officers and departments of the County and such other County entities and officials as the Board shall direct. However, the Board may from time to time, by resolution, alter the Administrator's responsibilities, provided that such alterations shall not be effective until a copy of such resolution shall be delivered to the Administrator.

**8. ADMINISTRATOR'S BEST EFFORTS:**

The Administrator 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 of him. The Administrator shall report to the Board and such specific commissioners and/or committees as may be designated by the Board from time to time in its discretion.

**9. EXTENT OF SERVICES:**

The Administrator shall devote his full-time professional time, attention and energies to the business of the County. It is recognized that the Administrator must devote a great deal of time outside the normal office hours on business for the County, and to that end the Administrator shall be allowed to establish an appropriate work schedule. The schedule shall

be appropriate to the needs of the County and shall allow the Administrator to faithfully perform his assigned duties and responsibilities.

**10. OUTSIDE EMPLOYMENT:**

The employment provided for by this Agreement shall be the Administrator's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the County and the community, the Administrator may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement. If there is interference in the opinion of the board, the Administrator must terminate such additional employment or terminate employment under this Agreement.

**11. INSURANCE:**

The County agrees that the Administrator shall be covered by liability insurance carried by the County for itself and its officers and employees covering the Administrator to the same extent as other County employees. The requirements of this paragraph may be met through a self-insurance pool or fund.

**12. LEAVE:**

Beginning the first day of employment, the Administrator's first year shall begin with ten (10) days vacation and twenty four (24) days Paid Time Off (PTO) and shall accrue additional paid leave days on an annual basis equivalent to the other department heads / non-union employees.

**13. HEALTH INSURANCE:**

The County agrees beginning the first day of employment to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Administrator and his dependents, at a minimum, equal to that which is provided to all other employees of the County. In the event no such plan exists, the County agrees to provide coverage for the Administrator and dependents in a manner mutually agreed upon by County and Administrator.

**14. OTHER BENEFITS:**

In addition to the benefits specifically provided for herein, the Administrator shall be entitled to the fringe benefits to the same extent as are provided to other non-union County employees. This paragraph applies only to benefits not specifically addressed in the Agreement; this Agreement controls as to the benefits addressed herein.

**15. WAIVER OF BREACH:**

A waiver of the County of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**16. ASSIGNMENT:**

This Agreement cannot be assigned by either party hereto.

**17. NON-DISCRIMINATION:**

The Administrator agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, term, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, disability, height, weight, or marital status. Breach of his covenant may result in immediate termination without regard to paragraph 3 and shall be considered "just cause" for termination.

**18. RETURN OF DOCUMENTS:**

Upon termination of employment, the Administrator agrees to return to the County all documents, correspondence, papers, and other property pertaining to the County then in the Administrator's possession.

**19. PREVIOUS AGREEMENTS:**

All previous Agreements and any Amendments thereto are here by superseded by this Employment Agreement and the same shall be null and void.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first above written.

**WITNESSED BY:**

**COUNTY OF OGEMAW**

\_\_\_\_\_  
Gary Klacking  
Ogemaw County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bruce Reetz, Chair  
Ogemaw County  
Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Timothy J. Dolehanty

## **Appendix A: Job Description**

### **OGEMAW COUNTY**

#### **COUNTY ADMINISTRATOR**

##### **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 is responsible for the following departments: 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, Animal Control 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 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 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 council 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 of 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 accommodations 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.