

Action Request



Committee: Board of Commissioners

Meeting Date: 09/23/2025

Requesting Department: Corporation Counsel

Submitted By: Doug VanEssen

Agenda Item: County Administrator's Employment Agreement

Suggested Motion:

To approve the County Administrator's Employment Agreement.

Summary of Request:

The attached Employment Agreement between the County and County Administrator Patrick Waterman outlines the terms and conditions of the County Administrator's job duties and compensation.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: ☐ Mandated ☐ Non-Mandated ☒ New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.


Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 3, Objective 1: Regularly review and update communication strategies that guide the work of the County in this goal area.

Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

Administration: ☒ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date:

EMPLOYMENT AGREEMENT FOR OTTAWA COUNTY, MICHIGAN ADMINISTRATOR

THIS AGREEMENT is made and entered into this 27th day of October 2025, by and between the County of Ottawa, a Michigan municipal corporation, with a principal place of business at 12220 Fillmore Street, West Olive, Michigan 49460, ("Ottawa County") and Patrick Waterman, ("Waterman"):

Recitals

A. On behalf of the County of Ottawa, the Ottawa County Board of Commissioners is authorized to enter a written employment contract with a person to act as Ottawa County's chief administrative officer, pursuant to Act 22 of the Public Acts of 1996, as amended, MCL §46.11(o), under the title "Ottawa County Administrator."

B. The Ottawa County Board of Commissioners, by Resolution dated 95-38, has set forth the responsibilities and duties of the Ottawa County Administrator, in the form of the exhibit attached hereto as Exhibit "A."

C. Pursuant to the statutory authority set forth above, the Ottawa County Board of Commissioners and Waterman wish to enter an employment contract for the position of Ottawa County Administrator, on the terms and conditions set forth herein.

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

1. **GENERAL AGREEMENT OF EMPLOYMENT:** Ottawa County agrees to employ Waterman and Waterman agrees to accept employment as "Ottawa County Administrator," to perform the functions and duties of the chief administrative officer of the

County as set forth in Michigan law, Ottawa County Board of Commissioners Resolution 95-38, and the job description attached as Exhibit "A" hereto, and to perform such other legally permissible and proper duties as the Ottawa County Board of Commissioners may from time-to-time assign.

2. TERM OF EMPLOYMENT: The term of this Agreement shall be for a period of two (2) years from October 27, 2025, through October 26, 2027 [hereinafter, "the term"].

3. RENEWAL BEYOND TWO-YEAR (2) YEAR TERM:

The parties may negotiate the terms of a renewal or other extension of this Agreement for the time following the term. Until a written extension is approved and signed, this Agreement shall continue in effect.

4. COMPENSATION: The County solicited candidates for Administrator with a compensation range between Two Hundred and Twenty and Two Hundred and Sixty Thousand (\$220,000 to \$260,000) Dollars. As of October 27, 2025, Waterman's annualized salary will be: Two Hundred and Thirty Thousand (\$230,000) Dollars. During the term of the contract, increases in Waterman's annualized salary shall be equal to the percentage increase, if any, granted to the Unclassified Group, starting with calendar year 2026. Thereafter, the County Administrator's wage adjustment, if any, shall be implemented at the same time as all other Unclassified employees. This adjustment will then establish the new base by which future cost of living increases will be calculated on over the duration of the contract. Waterman's annualized salary will be paid bi-weekly, in accordance with the standard Ottawa County policies. The Parties will review Waterman's annualized salary in good faith prior to any extension of this Agreement.

Waterman will also be eligible for Performance Pay at the end of each fiscal year after the evaluations by the Board as described in Paragraph 6, below. The exact method and criteria in which Waterman will be evaluated and compensated for Performance Pay will be determined jointly by the County Chairperson and Waterman within the first year of his employment, and formalized in a separate document.

5. **FRINGE BENEFITS:** In addition to those other fringe benefits regularly provided to the unclassified employees of Ottawa County, Waterman shall receive those benefits as set forth and/or modified in Exhibit "B" attached hereto.

6. **PERFORMANCE EVALUATIONS:** The Ottawa County Board of Commissioners shall review and evaluate the performance of Waterman at least once annually at the end of each anniversary date of employment. Said review and evaluation shall be in accordance with specific performance goals and similar criteria developed jointly by Ottawa County and Waterman. Said criteria may be added to or deleted from as the County Board of Commissioners may from time-to-time determine, in consultation and agreement with Waterman.

7. **OUTSIDE EMPLOYMENT:** During the term of this Agreement and any extension thereof, Waterman shall not engage in any outside employment (consulting, teaching, etc.) without the knowledge and written consent of the Chairperson of the Ottawa County Board of Commissioners.

8. **DUES, SUBSCRIPTIONS, AND PROFESSIONAL DEVELOPMENT:** Ottawa County agrees to pay for the professional dues and subscriptions of Waterman necessary for his continued participation in national, regional, state, and local professional associations and organizations necessary and desirable for his continued professional

growth and advancement as Ottawa County Administrator. Waterman shall have his professional dues and subscriptions paid by Ottawa County for the programs and organizations listed in Exhibit "C," and for others related to his employment, and shall have his costs paid and/or reimbursed for attendance at seminars and conventions of the listed organizations, in accordance with the standard Ottawa County Policies, therefore.

9. **TERMINATION:** Notwithstanding any other term contained herein, this Agreement may be terminated without cause upon ninety (90) days written notice, given by either party hereto, and may be terminated at any time by Ottawa County for cause, (defined as intentional fraud, dishonesty, gross misconduct, or willful malfeasance in connection with the performance of Waterman's duties under this Agreement). This Agreement may also be terminated by Waterman's death or incapacity to perform the duties of his office. Subject to the terms of this Agreement, Waterman shall be employed at the pleasure of the Ottawa County Board of Commissioners, which may terminate his employment, with or without cause, by a majority vote of Commissioners serving.

(a) If the Board of Commissioners terminates Waterman's employment during the term of this Agreement, Waterman shall receive a lump sum severance payment in the amount of twelve (12) months of his annual salary, plus paid health insurance for six (6) months after his departure, provided the termination is not for cause in connection with the performance of his duties under this Agreement. No other benefits other than those compensation and pension-related benefits accrued on the date of termination shall be paid.

(b) If the Agreement is terminated because of the incapacity of Waterman to perform the duties of his office, Waterman shall receive a lump sum severance payment

in the amount of three (3) months of his annual salary, plus paid health insurance for three (3) months after his departure. No other benefits other than those compensation and pension-related benefits accrued at the date of termination shall be paid.

(c) If this Agreement is terminated by the Ottawa County Board of Commissioners for cause in connection with the performance of his duties under this Agreement, Waterman shall not receive any salary or benefits following the effective date of his termination, except for those compensation and pension related benefits accrued at the date of termination.

(d) Any disputes regarding the payment of severance pay because of the termination of Waterman's employment under this Agreement shall be subject to the "case evaluation" three attorney panel system, under the auspices of the 20th Circuit Court. The panel must convene and render a decision within sixty (60) days of a request by Waterman to the County. If necessary, a judgment shall enter in the 20th Circuit Court upon the court assigned mediators' majority decision. Except for Waterman's attorneys fees if any, the County will pay all costs of the mediation under this Paragraph.

10. NOTICES: All notices required under this Agreement shall be given, in writing, at the following addresses, or at such other addresses as the parties may hereafter direct.

(a). For the County of Ottawa:

Chairperson
Ottawa County Board of Commissioners
Ottawa County Building
12220 Fillmore Street, Room 310
West Olive, Michigan 49460

(b) For Waterman:

Patrick Waterman
Ottawa County Administrator
12220 Fillmore Street, Room 310
West Olive, Michigan 49460

11. **EFFECTIVE DATES:** This Agreement shall be effective October 27, 2025.

12. **BINDING EFFECT:** This Agreement shall bind and inure to the benefit of the parties to it, and their respective heirs, successors or assigns.

13. **ENTIRE AGREEMENT:** This Agreement constitutes and sets forth the entire Agreement of the parties regarding the employment of Patrick Waterman as Ottawa County Administrator, and all prior and contemporaneous agreements with respect thereto are merged herein. Any subsequent modification of this Agreement shall be binding and effective only if set forth in writing and signed by the authorized representatives of the Ottawa County Board of Commissioners and by Waterman.

In witness whereof, the parties have executed this Agreement, effective as of the date set forth in Paragraph 11.

THE COUNTY OF OTTAWA

By: 
Patrick Waterman

By: _____
John Teeples, Chairperson
Ottawa County Board of Commissioners

By: _____
Justin F. Roebuck
Ottawa County Clerk/Register

EXHIBIT "A"
RESPONSIBILITIES AND DUTIES

1. The County Administrator shall be responsible for the day-to-day administration of the County of Ottawa.
2. The County Administrator shall have the right to hire and fire all County employees except for elected officials and their deputies, and officials whose are statutorily appointed by the Board of Commissioners. In exercising this authority, the County Administrator should follow relevant collective bargaining agreements and personnel policies approved and/or adopted by the Board of Commissioners and elected officials, and consult with the heads of the relevant departments, including elected and appointed officials.
3. The County Administrator shall supervise and coordinate the various activities of the County, its departments and offices, and unify the management of its affairs.
4. The County Administrator shall attend and/or have department heads attend all regularly scheduled Board meetings and, at the direction of the Board, special Board meetings.
5. The County Administrator shall supervise the preparations and filing or submission of all reports required of the County by law.
6. The County Administrator shall perform such other duties as the Board may assign.
7. The County Administrator shall be responsible for the future direction of the County by developing a continuing strategic plan for the County, and presenting it to the Board for approval.

8. The County Administrator shall be responsible for the following fiscal services for the County of Ottawa: Accounting, Accounts Payable, Payroll and Receivables, except to the extent that portions of those responsibilities are assigned, by statute, to other offices or entities.

EXHIBIT "B"

FRINGE BENEFITS

In addition to those standard fringe benefits provided to all Non-Classified Employees of Ottawa County, during the term of this Agreement or any extension thereof, Waterman shall have the additional fringe benefits and/or a modified fringe benefit package, as set forth herein:

1. Waterman shall have five (5) weeks of vacation each year, accruing on January 1 of each year of this Agreement. Waterman may accrue to 300 days of earned vacation time.
2. Waterman shall have a leased motor vehicle allowance of up to Eight Hundred (\$833) Thirty-Three Dollars per month, payable to reimburse Waterman for the cost of leasing a motor vehicle for his use during the term of this Agreement. The amount of this benefit is calculated using IRS Annual Lease Value Table, IRS Regulation 1.61-21, for a vehicle priced between \$36,000 to \$45,999, and the amount shall automatically increase as the IRS increases the lease value.

EXHIBIT "C"

PROFESSIONAL DEVELOPMENT

Memberships:

- Government Finance Officers Association
- International City/County Management Association (ICMA)
- Michigan Association of County Administrative Officers (MACOA)
- Michigan Municipal Executives (MME)
- West Michigan Municipal Executives (WMME)

Conferences, Seminars, and Conventions:

- International City/County Management Association (ICMA) Annual Conference
- Michigan Association of County Administrative Officers (MACOA) Spring Conference
- Michigan Association of Counties Annual Conference
- National Association of Counties (NACo) Conference
- Michigan Municipal Executives (MME) Winter Institute and Summer Workshop
- West Michigan Municipal Executives (WMME) Meetings and Events
- Michigan Municipal League Capital Conference and Convention