

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of March, 2013 by and between the TOWNSHIP of NORTHFIELD, a Michigan General Township situated in Washtenaw County, Michigan, hereinafter called the "Township", and HOWARD FINK, hereinafter called the "Employee":

WHEREAS, the Township desires to employ the services of Employee as Township Manager;

WHEREAS, it is the desire of the Township Board of Trustees ("Board") to establish certain benefits and conditions of employment with respect to Employee, and to incorporate into a single document the benefits and conditions of employment; and,

WHEREAS, Employee desires to be employed by the Township as Township Manager.

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

### 1. TERM

The term of this Agreement shall be for the period of two years commencing on the date of execution of this Agreement. There shall be no introductory or probationary period as described in the Employee Policy Manual of the Township. This Agreement shall automatically continue after its expiration unless terminated by either party with written notice to the other party.

### 2. DUTIES

Township agrees to employ the Employee as Township Manager to perform the functions and duties of that position which are expressed and implied in the job description for the position, and all those other functions and duties which are implicit by virtue of the nature of this office. The Employee shall also perform such other legally permissible and proper duties and functions as the Board shall, from time to time, assign.

The Township Manager shall have supervisory and disciplinary authority, including but not limited to suspension without pay, over all Township employees, except the Director of Public Safety, who reports directly to the Township Board, and except police officers and fire men and women; and he shall make recommendations to the Board regarding the hiring and firing of Township employees. Additionally, the Township Manager shall have authority to review, monitor, oversee, and inspect activities within the Police and Fire Departments, and recommend to the Director of Public Safety that actions be taken or not taken.

### 3. SALARY, BENEFITS, AND COMPENSATION

A. Township agrees to pay Employee for services rendered an annual base salary of SEVENTY SEVEN THOUSAND DOLLARS (\$77,000.00), which is not subject to reduction, payable in installments at the same time as other employees of the Township are paid.

B. Township further agrees to provide Employee with such employment

benefits, to be calculated and earned in the same manner as benefits are provided to department heads of the Township. Such benefits shall include, but are not limited to, medical, surgical, hospital, and prescription benefits, dental insurance, life insurance, disability insurance, holidays, paid time off, sick leave, longevity, vacation, pension, and retirement. The employee shall have the obligation of complying with all of the requirements of any insurer, policy, or plan, including timely payment of any excess premiums, contributions, deductibles, and co-pays.

C. Township retains the discretion to adjust upward from time to time the base salary of Employee in such amounts and to such an extent as the Township Board may determine that it is desirable to do.

#### **4. PERFORMANCE EVALUATION**

A. The Board shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the Township's annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Township and Employee. Said criteria may be added to or deleted from as the Board may, from time to time, determine in consultation with the Employee. Further, the Board shall provide the Employee with a summary written statement of the findings of the Board and provide an adequate opportunity for the Employee to discuss his evaluation with the full Board.

B. Annually, the Board and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the Township and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

#### **5. EMPLOYMENT TERMINABLE AT WILL**

A. Employee shall serve at the pleasure of the Board.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, with or without cause, and with or without notice.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his/her position with the Township, and with or without notice.

#### **6. SEVERANCE PAY**

If, during the initial term of this Agreement, or any successor term, the Township terminates Employee's employment for Good Cause (as hereinafter defined), or if Employee voluntarily terminates or dies, he shall not receive any severance pay, but he shall be compensated at his regular rate of pay up to the last day he actually works.

If the Township terminates Employee's employment for any other reason other than Good Cause (as hereinafter defined) during the first two (2) years of the initial term, Employee shall be entitled to salary continuation for a period of six (6) months. Under any

set of circumstances, receipt of severance pay is contingent upon the execution of a release of claims in a form acceptable to the Township.

"Good Cause" shall be limited to criminal conduct (including conviction) which demonstrates unfitness for employment, or a material violation of the Township's written employment policies (except as those employment policies have been superseded by the terms of this Agreement), intoxication at work during public office hours or during the performance of his official duties, use of illegal drugs, or a material violation of this Agreement.

#### **7. AUTOMOBILE**

In addition to other salary and benefits provided herein, the Township shall reimburse to Employee actual mileage per IRS rates during the term of this Agreement. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon his vehicle, and all other related costs. This provision shall not in any way be construed to require Employee's personal insurance to provide insurance coverage for work-related travel and duties. Such work-related travel and duties shall be covered under the Township insurance.

#### **8. EQUIPMENT, SUPPLIES AND SUPPORT**

A. The Township shall provide or make available to Employee such reasonable and necessary equipment and supplies for the Employee to perform the duties of the position and/or as assigned by the Board, including but not limited to a computer and associated software, and a cell phone with sufficient voice and data plan, all of which shall remain in the ownership of the Township and shall be immediately returned to the Township upon resignation or termination of employment.

B. Employee understands and agrees that all equipment and supplies provided or made available to Employee shall be used by Employee for Township purposes, although incidental personal use of Township equipment and supplies is permitted. Employee further understands and agrees that he/she shall not have any expectation of privacy in connection with the use of any equipment provided or made available by Employer, and that all uses, communications, records, and products generated or made in connection with the use of such equipment or supplies shall be subject to review by the Township at any time and by any means. Upon request, Employee shall immediately return or make such equipment, supplies, records, or product available to the Township for such review.

#### **9. PROFESSIONAL DEVELOPMENT, DUES AND SUBSCRIPTIONS**

A. The Township shall indemnify the Manager against any and all losses, damages, judgments, interest settlements, court costs and other reasonable costs and expense of civil actions including attorney's fees, and any other liabilities incurred by, imposed upon or suffered by such Manager in connection with or resulting from any claim, action suit or proceeding, actual or threatened, arising out of or in connection with the performance of the Manager within the course of his employment and the scope of his authority.

B. Township agrees to pay or reimburse the professional dues and expenses of mutually agreed upon licensing, training, tuition, certification, and subscriptions of Employee

necessary and desirable for continued professional participation, growth, development, education, and advancement for the good of the Township.

C. To the extent practicable, Township agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the Township.

D. Notwithstanding anything herein to the contrary, all requests for payment or reimbursement under this paragraph shall be subject to prior Board approval.

#### **10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

All provisions of the Township Code, and the Township's policies, procedures, regulations and rules relating to working conditions as they now exist or hereafter may be amended, shall also apply to the Employee as they would to other employees of the Township, except as otherwise specified in this Agreement.

#### **11. OUTSIDE ACTIVITIES**

The employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Township and the community, Employee may elect to accept limited teaching, consulting or other business opportunities with prior approval from the Board, and with the understanding that such arrangements shall not interfere with or create a conflict of interest with his responsibilities under this Agreement.

#### **12. RESIDENCY AND MOVING EXPENSES**

Employee recognizes the value of establishing residency within twenty (20) miles of the boundaries of the Township as soon as reasonably possible, and thereafter to maintain residence within such boundaries. To this end, the Township will provide a one-time reimbursement for moving expenses not to exceed \$2,000.00.

#### **13. PHYSICAL, DRUG AND ALCOHOL TEST**

As a condition of employment, Township may require Employee to submit to alcohol or drug testing and/or a pre-employment physical at the commencement of employment. Any pre-employment physical shall be performed by a physician selected by the Township at the Township's expense, who shall certify that Employee does not have any physical or mental condition that would affect his ability to perform the essential duties of Township Manager without the need for accommodation. Employee agrees to submit to alcohol or drug testing when Township has a reasonable suspicion that Employee has engaged in the prohibited use of alcohol or drugs as defined in Section 6 of this Agreement. A confirmed positive result from a test at any time during his/her employment will serve as a basis for the Township to immediately terminate his/her employment for "Good Cause".

#### 14. INDEMNIFICATION

The Township shall indemnify Employee against any and all losses, damages, judgments, interest settlements, court costs and other reasonable costs and expense of civil actions including attorney's fees, and any other liabilities incurred by, imposed upon or suffered by Employee in connection with or resulting from any claim, action suit or proceeding, actual or threatened, arising out of or in connection with the performance of the Employee within the course of his employment and the scope of his authority.

#### 15. ARBITRATION

In case any disagreement shall arise between the parties hereto or any person claiming under them in relation to this Agreement, whether as to the construction or operation thereof or the respective rights and liabilities hereunder, such disagreement shall be referred to one (1) arbitrator by mutual agreement of the parties. The parties shall compile a list of no less than three (3), but no more than six (6) arbitrators from whom to select the arbitrator within ten (10) days that notice is served of the arbitration. If the parties are unable to agree upon an arbitrator, the moving party shall notify the Federal Mediation and Conciliation Service (FMCS), and the arbitrator shall be selected using the procedures of the FMCS. The hearing shall be held within thirty (30) days thereafter and a decision shall be made by the arbitrator within ten (10) days after the hearing has been held. Any award made by the arbitrator shall be final and subject to enforcement in any court of competent jurisdiction. The parties shall share the cost of the arbitrator. The parties shall bear all of their own other respective costs related to arbitration. The arbitration award may be enforced in any court of competent jurisdiction.

#### 16. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall become effective upon execution.
- C. This Agreement shall supersede any prior understandings or agreements entered into between the Employee and the Township.
- D. This Agreement shall supersede any provisions of the Township's employment policies, whether written or unwritten, that are not in accordance with the provisions of this Agreement.
- E. The failure by the either party to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement.
- F. This Agreement may not be modified except in writing signed by both parties and after Board approval.
- G. If any provision, or any portion thereof, contained in this Agreement is held

to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

H This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs at law, and personal representatives.

**16. NOTICES**


Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, the Township of Board has caused this Agreement to be signed and executed on its behalf by \_\_\_\_\_ and attested by its Township Clerk, pursuant to authorization of the Township Board at a regular meeting on \_\_\_\_\_, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Township of Northfield

Employee

\_\_\_\_\_  
By:  
Its:

  
\_\_\_\_\_  
Howard Fink

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By:  
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By:  
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*Chloe W. Manning*

By:

Its: Township Clerk

**Addendum to March 2013 Employment Agreement**

This Addendum to the March 2013 Employment Agreement ("Addendum") is an addendum to the Employment Agreement between Northfield Township ("Employer") and Howard Fink ("Employee"), which is dated March 2013 ("the Employment Agreement") and shall become effective as of the date it is executed by both parties. The Employment Agreement is attached and made a part of this Addendum.

The parties, hereby agree as follows:

1. Paragraph 1 of the Employment Agreement shall be modified to delete the following text from the provision:

1. **TERM**

~~The term of this Agreement shall be for the period of two years commencing on the date of execution of this Agreement.~~ There shall be no introductory or probationary period as described in the Employee Policy Manual of the Township. This Agreement shall automatically continue after its expiration unless terminated by either party with written notice to the other party.

2. Paragraph 1 of the Employment Agreement shall now state as follows:

1. **TERM**

This Agreement shall terminate on November 20, 2016. There shall be no introductory or probationary period as described in the Employee Policy Manual of the Township. This Agreement shall automatically continue after its expiration unless terminated by either party with written notice to the other party.

IN WITNESS THEREOF, the Northfield Township Board of Trustees has caused this Addendum to be signed and executed on its behalf by the Twp. Supervisor and attested by its Township Clerk, pursuant to authorization of the Township Board at a regular meeting on June 10, 2014, and the Employee has signed and executed this Addendum.

Northfield Township

Employee

Marilyn Engstrom

Howard Fink

By:

Its:

By:

Its: Township Clerk

There wasn't a Township Clerk at the time of this vote. (See attached Minutes)

Date

6-11-14