

**Assistant City Manager/Chief of Police
Agreement of Employment and Benefit Coordination**

This agreement made and entered into this 7th day of December, 2015 between the City of Royal Oak (hereinafter referred to as "city") and Corrigan O'Donohue (hereinafter referred to as "employee");

Whereas, the parties recognize the Employee currently serves in the position of chief of the Royal Oak Police Department;

Whereas, pursuant to the City of Royal Oak City Charter Chapter 3 Section 20 the city commission has the power to appoint an assistant city manager;

Whereas, the city manager has recommended and the city commission has determined it is in the interest of the City to assign the duties and responsibilities of serving as the assistant city manager to the Employee, as well as, continuing his duties as the chief of police;

Whereas, the parties recognize the value of a written contract so as to reduce all of the terms of their agreement to writing;

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Scope of Agreement:** It is contemplated and expressly agreed that this agreement shall set forth the terms and conditions for the additional duties and responsibilities that are being assigned to the Employee upon his acceptance as assistant city manager/chief of police. All benefits and conditions of employment not referenced in this agreement are reserved to the benefit package currently being provided to the employee in his capacity as chief of police.
2. **Salary & Commencement Date:** The City agrees to hire the Employee commencing upon the execution of this agreement and beginning December 7, 2015, at an annual salary of one hundred and twenty thousand (\$120,000.00) dollars.
3. **Term:** The Parties acknowledge that this agreement shall be for a period of five (5) years upon acceptance by the city commission, unless terminated in accordance with this agreement. This agreement shall automatically renew for a one year period unless a termination notice is served upon the other party.

4. **Professional Qualifications:** The Employee agrees to devote full and adequate time and energies in the performance of the duties of the City's assistant city manager/chief of police as set forth in the job description developed by the city manager. The Employee also agrees to perform said duties as set forth in the statutes of the State of Michigan and such other related duties as the city manager may from time to time direct, and other duties related thereto.

5. **Benefits in Addition to Salary:** In addition to the salary as herein specified, the Employee shall be entitled to the following additional benefits.

A. The parties agree the employee shall be provided health care in accordance with this appointment as the chief of police for the City of Royal as is currently being provided and may otherwise change from time to time by the City in the executive department heads group.

B. **Time-Off:** The Employee shall be entitled each year to an allotment of paid time off which shall total thirty (30) days.

Paid time off shall be used for sick, vacation, or personal time. Each day will be the equivalent of one (8) eight-hour work day. Unused time off will not accumulate.

6. **Retention Program:** The City agrees that as a condition of employment he shall be provided retirement benefits as outlined in the KEIP.

7. **Termination:** Nothing shall prevent, limit or otherwise interfere with the city manager's ability to terminate the services of the Employee at any time, with or without cause, and for any or no reason notwithstanding any potential claim to the contrary.

In the event Employee voluntarily resigns his position with the City, then Employee shall give the City thirty (30) days notice in advance, unless the parties otherwise agree.

8. **Modification:** This agreement may be terminated, modified or extended by mutual agreement between said parties, but no modification or extension thereof shall be valid unless the same be in writing and signed by the parties.

9. **General Provisions:**

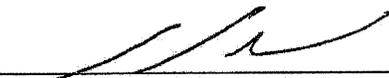
- A. This agreement shall continue in effect until terminated in accordance with the above.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the estate of Employee, in the event of Employee's death during the term hereof, with respect to entitlement to salary or benefits due Employee at the time of his death.
- C. If any provisions, or any portion thereof, contained in this agreement are held unconstitutional, invalid or unenforceable, the remainder of this agreement shall not be affected and shall remain in full force and effect.
- D. The terms and conditions of this agreement shall take effect on the effective date of appointment.

10. **Dispute Resolution Exclusive Remedy:** The Employee agrees that any action or suit against the City arising out of his employment or termination, including, but not limited to claims arising under State or Federal Civil Rights Statutes, State or Federal Law state or federal civil rights statutes, state or federal law, or under this agreement, must be brought within 180 (one hundred eighty) days of the event giving rise to the claims or be forever barred. The Employee waives any limitation periods to the contrary. Further, the Employee agrees that any action or suit as described above shall be submitted to binding arbitration before the American Arbitration Association under the rules for resolution of employment disputes as his exclusive remedy and waives the right to pursue any action or suit in a court of law or in any administrative proceeding.

11. **Arbitration:** If a dispute arises concerning this agreement or Employee's employment with the City, such dispute can be resolved only through binding arbitration pursuant to the terms of this arbitration provision. Within one hundred eighty (180) days of the event or occurrence which gives rise to the dispute, either Employee or the City may file a demand for arbitration with the American Arbitration Association ("AAA"). Such arbitration shall be conducted in accordance with AAA's commercial arbitration rules (except as modified herein). Such arbitration shall be heard by a single Michigan arbitrator. The determination of the arbitrator shall be binding upon both the City and Employee. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the City and Employee. The parties further agree that they will comply with

the terms of this arbitration provision and any award rendered by the arbitrator, and that a judgment of a Court having jurisdiction may be entered upon the award as long as the arbitrator does not exceed their authority or jurisdiction. This arbitration agreement specifically includes, but is not limited to, statutory claims of employment discrimination.

In Witness Whereof, the Employee has hereunto set his hand, and the City has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

By:  12-8-15
Corrigan O'Donohue, Employee Date

By:  12-7-15
James Ellison, Mayor Date

By:  12/8/15
Donald Johnson, City Manager Date

By: Melanie Halas 12-7-15
Melanie Halas, Clerk Date