

Employment Agreement

This Agreement is made this 6th day of February 2024, between the City Commission for the City of Hartford, State of Michigan, a municipal corporation, whose address is 19 West Main Street, Hartford, MI 49057 (the "City Commission") and Nicol Brown, whose address is 11159 Red Arrow Hwy, Lot 285, Bridgman, MI 49106 ("City Manager").

ARTICLE 1 – TERMS AND CONDITIONS

Section 1. The City Commission desires to employ the services of City Manager to perform the duties described in this Agreement, and the City Manager accepts such employment upon all of the terms and conditions set forth in this Agreement.

Section 2. This employment relationship shall be terminable "at will" by either the City Manager or the City Commission but subject to the provisions of Article 6 of this Agreement.

ARTICLE 2 – COMPENSATION

Section 1. For all services rendered by the City Manager, the City Commission shall compensate the City Manager with a base annual salary of \$90,000.00, payable in equal installments on the same payroll schedule as other City employees. This annual salary may be increased, at the discretion of the City Commission, based on the City Commission's compensation schedule and the City Manager's annual review. The base annual salary shall not be reduced unless mutually agreed upon by the parties hereto.

ARTICLE 3 – CITY COMMISSION RESPONSIBILITIES

Section 1. It is understood and agreed that good management is the most important factor in the success of the City of Hartford ("City"). The City Commission is the governing body of the City and its policies, plans and programs are implemented through the City Manager, in part through the Operating Procedures set forth in Exhibit A.

Section 2. The City Commission shall have the authority to employ, discipline and terminate the employment of the City Manager.

Section 3. The City Commission shall conduct a review of the City Manager after completion of 90 days, and 180 days, and at least once annually thereafter. As part of the annual review, the City Manager shall submit a self-evaluation to the City Commission no later than May 15 of each year. The City Commission will then meet and discuss the self-evaluation with the City Manager. Should the City Commission find the City Manager's performance satisfactory, the City Commission shall accept the City Manager's annual self-evaluation. Should the City Commission elect to not accept the City Manager's self-evaluation, the City Commission shall document in writing the specific reasons for its decision, as well as provide the City Manager with measurable steps for improvement. To the extent permitted by law, if the City Manager requests that the evaluation be conducted in a closed session, the City Commission shall do so.

ARTICLE 4 – GENERAL DUTIES

Section 1. The City Manager shall be regarded as the chief administrator of the City of Hartford and will be expected to formulate recommendations on the areas requiring policy development and appropriate action by the City Commission. The City Manager shall perform such duties and exercise such powers as are vested in the office of the City Manager by the City Charter, or that may, from time to time, be reasonably vested in or conferred by the City Commission. Further, the City Manager shall observe all such reasonable directions, policies, restrictions, rules and regulations as may from time to time be imposed upon him/her in such capacity by the City Commission. The City Manager shall faithfully serve the City of Hartford in a manner consistent with the City's policies, procedures and manuals in effect and in the best interest of the City of Hartford. Without limitation to the foregoing, the City Manager shall have the specific responsibilities set forth in attached Exhibit B.

Section 2. From time to time, the City Commission may appoint the City Manager to serve in other offices or on other boards, commissions, and other bodies within or relating to the City. The City Manager agrees that his or her terms of such offices or on such bodies shall be co-terminus with his or her employment as City Manager, so that resignation from, or the City's termination of employment with the City, shall serve as his or her resignation from such other offices and bodies.

Section 3. City Manager's position with the City shall be a full-time position and, unless the parties otherwise agree, City Manager's only employment. The City agrees that the City Manager may continue working for her current employer for a period not to exceed six months, during hours in which City Hall is not open.

Section 4. The parties recognize that City Manager's employment with the City will require working irregular office hours. Consequently, the parties recognize that the City Manager may, from time to time, be absent from City Hall and be attending to personal matters during regular office hours.

Section 5. City Manager understands and agrees that he or she shall not have an interest ("Outside Interest") in any of the City's suppliers, vendors, consultants or any other entities or businesses that provide goods or services ("Providers") to the City. An "Outside Interest" includes, but is not limited to, City Manager's or any member of City Manager's family having any ownership, interest in or relationship or employment with any Provider or receiving compensation of any kind from any Provider. City Manager shall not seek or accept gifts, gratuities, meals, tickets for sports or other events, or entertainment of any kind from any Provider. City Manager shall also comply with all applicable ordinances of the City Code governing ethics and City business affairs or transactions.

ARTICLE 5 – BENEFITS

Section 1. The City Manager shall to the same benefits and upon the same terms provided non-union City employees in accordance with City personnel policies except as specifically outlined within this Section. These may include the accrual of paid time off, the ability

to participate in any present or future insurance, retirement or other compensation, longevity or incentive plans, disability income plans, etc. Specific exceptions to the City's personnel policies are:

- a. City Manager shall be entitled to the following vacation schedule, provided, however, that City Manager shall not use any vacation time until completing 30 days of employment with the City:

Years of Service	Annual Vacation
0 years	2 weeks
1 year	3 weeks
2 years	3 weeks
3 years	4 weeks
4 years or more	5 weeks

- b. Upon successful completion of one year of employment as the City Manager, the City will contribute a one-time lump sum deposit of \$4,500 into the City Manager's 401K plan through the City.

Section 2. The City Manager shall also have the same opportunities to pursue educational enhancement and receive tuition reimbursement as other administrative employees, in accordance with City Commission policy.

Section 3. The City Manager shall be furnished with an office, secretarial and clerical support, appropriate credit cards, and other facilities, equipment, and services suitable to his/her position and adequate for the performance of his/her duties, subject to the City Commission's continuing authority to revise the support provided to the City Manager, as circumstances may dictate. The City Commission agrees to budget and pay for the professional dues and subscriptions of the City Manager necessary for continuation and full participation in national, regional, state and local associations and necessary and organizations necessary and desirable for continued professional participation, growth and advancement and for the good of the City not to exceed \$1,000.00 per year.

Section 4. The City Manager is hereby authorized to incur reasonable expenses for professional development activities. The City Manager shall be authorized to attend conferences, conventions, and training seminars on behalf of the City, and shall be provided or reimbursed for reasonable and necessary expenses for lodging, travel, and similar items. The City Commission shall provide reimbursement of all reasonable out-of-pocket expenses incurred while representing the City upon presentation by the City Manager of an itemized account of such expenditures in accordance with current policy in an amount not to exceed \$2,000.00 annually.

ARTICLE 6 – TERM AND TERMINATION

Section 1. This Agreement shall commence on March 6, 2024, and shall remain in effect indefinitely, unless otherwise terminated as provided herein.

Section 2. City Manager's employment with the City is "at will" and his or her employment shall continue only for so long as the services rendered by City Manager are satisfactory to the City. The City shall be the sole judge as to whether the services of City Manager are satisfactory. Either City Manager or the City may terminate this Agreement subject to the following provisions.

Section 3. If City Manager resigns, he or she shall, unless otherwise agreed upon in writing, provide 45 days' advance written notice to the City. When the City receives City Manager's notice of voluntary resignation, the City may in its sole discretion accept that voluntary resignation effective immediately, approval will not be unreasonable held. If the City exercises this option, City Manager's duties shall cease, and he or she shall be entitled to all salary and benefits for the remaining balance of the 45 days.

Section 4. If City Manager retires, he or she shall, unless otherwise agreed upon in writing, provide 3 months' advance written notice to the City. When the City receives City Manager's notice of voluntary retirement, the City may in its sole discretion accept City Manager's voluntary retirement effective immediately. If the City exercises this option, City Manager's duties shall cease, and he or she shall be entitled to all salary and benefits for the remaining balance of the 3 months.

Section 5. If the City terminates City Manager's employment as City Manager, without cause, the City shall pay to City Manager severance pay equal to 4 months of his or her salary and 4 months of paid medical insurance upon execution of a full release of claims. Severance shall be paid by the City in the same manner and intervals or in a lump sum at the sole discretion of the City. The severance payments shall commence with the first payroll period that occurs after the date that City Manager's employment is terminated and City Manager executes a full release of claims, in a form acceptable to the City Attorney, unless otherwise agreed to in writing by the City Commission and the City Manager. However, if City Manager is employed during the 4 months for which the severance payments are to be paid, the severance payments he or she is to be paid after becoming so employed will be reduced by the salary he or she receives from the new position. If the salary received from the new position is equal or greater than the sum of the payments for severance as provided herein, the severance payments shall cease. The medical insurance will remain in effect for the remainder of the severance period as long as the City Manager continues to pay the same portion of the premium as a full-time employee, within 14 days of each invoice. To assist in the implementation of the foregoing, the City Manager shall report his or her new employment to the City immediately following his or her hiring date, and shall also report his or her salary and/or compensation package.

Section 6. If the City terminates the City Manager's employment for cause, the City Manager shall not be entitled to receive any severance pay. Termination for cause includes:

- a. Conviction of or plea of guilty or no-contest to a felony;
- b. Violation of the International City/County Management Association (ICMA) Code of Ethics;
- c. Misconduct, whether during or outside the course of employment, which substantially impairs City Manager's ability to function effectively in his or her position or which brings disrepute to the office of City Manager;
- d. Fraud or embezzlement;
- e. Dishonesty, intentional falsification of records or documents, financial improprieties, or misuse of position for personal gain;
- f. Willful neglect or abandonment of duties;
- g. Drug or alcohol test confirming the illegal use of controlled substances, use of illegal substances, or intoxication while working;
- h. Willful violations of federal or state laws, the City Charter, and the Code of Ordinances of the City, knowing they could expose the City to civil liability and/or affect the validity and enforceability of City actions; or
- i. Material breach of this Agreement.

Section 7. If City Manager's employment is terminated, the City shall pay City Manager any reimbursable expenses and mileage City Manager is due to be paid as provided by this Agreement.

Section 8. Upon termination of employment with City or upon retirement, regardless of the reason or absence of reason for the termination or retirement and regardless of which party initiated it, City Manager agrees that he or she shall promptly deliver to the City any and all City records and any and all City property in his or her possession or control, including without limitation, personnel files and documents, manuals, books, blank forms, documents, letters, memoranda, notes, notebooks, reports, printouts, computer hardware and software (including desk top, laptop, notebook computers and any PDA devices), computer disks, memory stick or data storage devices, computer tapes, source codes, data, tables or calculations and all copies thereof, documents that in whole or in part contain any confidential information of the City or its employees and all copies thereof, and all keys, access cards, access codes of any type, computer user names and passwords, credit cards, personal computers, telephones and other electronic equipment belonging to the City. Further, City Manager shall, upon reasonable request of the Commission, cooperate with the Commission in connection with the transition of his or her duties and responsibilities for the City. City Manager shall consult with the Commission regarding business matters that City Manager was directly and/or indirectly involved with while employed by the City and shall be reasonably available, with or without subpoena, to be interviewed, meet and confer with the City or any of its attorneys or advisors, review documents or things, give depositions, testify, or engage in other reasonable activities in connection with any litigation or investigation,

with respect to matters that City Manager then has or may have knowledge of by virtue of employment with or services to the City or any related entity.

Section 9. City Manager acknowledges and that it would be extremely difficult or impossible to fully compensate the City for monetary damages resulting from any breach of the provisions of Article 6, Section 8 of this Agreement. Accordingly, in the event of any actual or threatened breach of the provisions of that section, the City shall, in addition to any other remedies it may have under this Agreement, be entitled an immediate injunction without prior notice and further injunctive and other equitable relief to enforce its provisions. In the event the City files a court action or suit to enforce the provisions of Article 6, Section 8 of this Agreement, City Manager agrees to fully reimburse City for all costs, fees, and reasonable attorney fees incurred by the City in any such action.

Section 10. The City Manager and the City understand and agree to any and all civil actions, complaints, claims disputes or controversies brought by City Manager against the City or its Commission or individual Commission members, or the City's officers, attorneys, employees or agents arising out of or relating to the City Manager's employment with, and/or termination of or layoff from employment with the City, including, but not limited to, claims of or under Michigan tort or contract law, breach of contract, common law, all Federal and Michigan employment statutes, wrongful termination in violation of public policy, retaliatory discharge, the Michigan Elliott-Larsen Civil Rights Act or Persons With Disabilities Civil Rights Act, Michigan Wage and Fringe Benefits Act, Michigan Whistleblower's Protection Act, the Federal Age Discrimination in Employment Act, Fair Labor Standards Act, Family and Medical Leave Act, the Rehabilitation Act of 1972, Americans With Disabilities Act, federal civil rights statutes under 42 U.S.C. §§ 1981 and 1983, the Constitutions of the United States or State of Michigan, and federal civil rights statutes under Title VII of the Civil Rights Act of 1964, as amended, including the Civil Rights Act of 1991 **must be filed in a court of competent jurisdiction within One Hundred Eighty (180) calendar days of the date of any occurrence(s) giving rise to the civil actions, complaints, claims disputes or controversies.**

ARTICLE 7 – LIABILITY AND INSURANCE

Section 1. The City shall hold City Manager harmless from, indemnify City Manager for and defend City Manager against any threatened, pending, or completed claim, demand, suit, settlement, judgment, award, or civil, criminal, administrative, or investigative proceeding, or such action which results from City Manager's performance of his or her duties under this Agreement. However, the City shall have no such obligation if City Manager did not act in good faith or knowingly violated applicable laws, rules, regulations, guidelines, orders, directives, or policies. With respect to any criminal proceeding, the City shall have no obligation under this provision unless City Manager had no reasonable cause to believe his or her conduct was unlawful. The City shall obtain and maintain liability insurance which provides coverage for City Manager for his or her good faith acts in the performance of his or her duties under this Agreement.

ARTICLE 8 – MISCELLANEOUS

Section 1. This Agreement contains all the terms and conditions of the contractual relationship between the parties, and no amendments or additions to this Agreement shall be binding unless they are in writing and signed by both parties.

Section 2. This Agreement shall be binding upon the parties, their legal representatives, successors, and assigns.

Section 3. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have been made by the City Commission.

Section 4. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement or any of its sections, nor do they in any way affect this Employment Agreement.

ARTICLE 9 – NOTICES

Section 1. Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail or certified mail, return receipt requested, to the City Manager at his/her residence, or to the City Commission at 19 West Main Street, Hartford, MI 49057, Attn: Mayor.

ARTICLE 10 – GOVERNING LAW

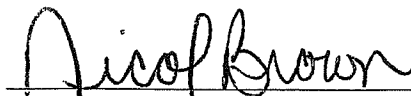
Section 1. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.


ARTICLE 11 – SEVERABILITY


Section 1. The invalidity of all or any part of any sections, subsections or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the elimination of said subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

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

Hartford City


Nicol Brown
City Manager

By: 
Richard Hall
Its: Mayor

By: 

RoxAnn Rodney-Isbrecht
Its: Clerk

Exhibit A

Operating Procedures

Section 1. The City Commission recognizes that efficient management can exist only through mutual understanding and complete cooperation between the City Commission and the City Manager. The City Manager is expected to produce results and furnish the City Commission, annually, information in a manner which indicates the City Commission's strategic plan, asset management plan, policies, plans and programs are being implemented and carried out. The City Manager's performance cannot be the best unless he/she is given latitude to exercise his/her independent judgment in executing policies of the City Commission. The City Commission acknowledges that obligation and hereby gives the City Manager that latitude of judgement and discretion which is necessary in connection with the performance of operating management functions and in carrying out all of the policies of the City Commission and for the routine day-to-day operations of the City of Hartford. In the event of unusual circumstances, the City Manager shall obtain City Commission input and guidance.

Section 2. All public complaints received by a City Commission member shall be relayed to the City Manager or his/her designated representative. The City Manager or designated representative shall notify the City Commission member of the action taken and the final disposition of the matter.

Section 3. The City Manager shall keep the City Commission adequately informed on all procedures developed for the prompt handling of requests or complaints received by a City Commission member and related to operating management or other requests of complaints received by other personnel.

Section 4. It shall be distinctly understood that the flow of authority for the management of the City of Hartford shall pass through the City Manager, and the City Manager shall be the connecting link between the City Commission and the employed personnel and managers. The City Manager shall provide full and complete information to the City Commission concerning all matters connected with the operation and management of the City of Hartford as may be required by the City Commission.

Exhibit B

City Manager Responsibilities

Section 1. The City Commission recognizes its responsibility for the delegation of responsibility to the City Manager relative to the execution of policies, plans, and programs, and delegation of commensurate authority for their execution will be automatically granted unless expressly reserved to the City Commission at the time of their enactment. The City Manager shall have the authority to hire additional or replacement personnel; promote, demote, lay off, discipline, or terminate personnel; and shall provide the City Mayor with notification as soon as reasonably practicable of any such serious or significant action. The City Manager shall provide for technical training and work safety programs and development of employees in accordance with applicable law/or City Commission policy. The salary, wages, benefits and working conditions of all employees must have the concurrence of the City Commission (City Commission ratification of a union contract accomplishes this concurrence for unionized employees). The City Manager shall be responsible for the economical and expeditious execution of the policies, plans, and programs of the City Commission.

Section 2. The City Manager will be expected to formulate and provide appropriate justification for all work plans, technical training, work safety and other programs submitted to the City Commission for their adoption.

Section 3. The City Manager will be expected to judiciously use all discretionary authority contained in approved policies, plans and programs. Reports on the status of the maintenance, construction, operations, and employee relations programs may be required at scheduled intervals and at other times as deemed necessary by the City Commission.

Section 4. The City Manager shall be responsible for establishing administration bulletins required for effective operations and personnel administration. The number and scope of such internal procedures will be at the City Manager's discretion. However, it is the City Commission's intention that one such internal administrative bulletin will enable individual employees who are not covered by a collective bargaining agreement to seek redress and/or suitable explanation by management of supervisory actions. At his/her discretion, the City Manager may use the assistance of City Commission-approved outside consultants or specialists in an advisory capacity to find a suitable solution to problems confronting the City of Hartford.