

VILLAGE OF LAKE ORION

POLICE CHIEF EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and in full force and effect once all signatures are executed and upon July 22, 2024 by and between the Village of Lake Orion, Oakland County, Michigan, a Michigan municipal corporation ("Village") whose address is 21 East Church Street, Lake Orion, MI 48362, and Mark Amundson, ("Police Chief") whose address is [REDACTED].

RECITALS:

WHEREAS, as provided in Section 3.10 of the Village Charter, the Village Council, upon the recommendation of the Village Manager, desires to employ Mark Amundson to hold the office of Police Chief and to serve at the pleasure of the Village Council of the Village of Lake Orion; and

WHEREAS, Mark Amundson desires to accept employment as Police Chief for the Village of Lake Orion;

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

SECTION 1. DUTIES

The Village agrees to employ Police Chief and Police Chief agrees to serve as the Police Chief of the Village of Lake Orion to perform such duties as are provided for the Police Chief by State law, the Village Charter, the Village ordinances, and the administrative directives of the Village Manager. Effective upon commencement of the Term of employment under this Agreement, Police Chief shall not maintain or be engaged in any other full or part-time employment or business, unless approved in writing by the Village Manager and Village Council.

SECTION 2. TERM

- A. This Agreement is for an indefinite term of at-will employment that commences on July 22, 2024, subject to the provisions in Sections 4 and 5.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Village Council upon a recommendation of the Village Manager to terminate the services of the Police Chief at any time, subject only to the provisions in Sections 4 and 5.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Police Chief to resign at any time, subject only to the provisions set forth in Section 4C.

SECTION 3. SUSPENSION

The Village Manager may suspend the Police Chief with or without full pay and benefits at any time during the term of this Agreement upon approval by a majority vote of the Village Council.

SECTION 4. TERMINATION

- A. **Without Cause.** The Police Chief may be terminated without cause by the Village Manager with a majority vote of the Village Council then present as quorum. Such a termination shall be effective no earlier than 30 days after the Police Chief receives personal or written notice of the termination and the severance pay specified in Section 5.
- B. **With Cause.** The Police Chief may be terminated for cause by the Village Manager with a majority vote of the Village Council then present as quorum after the Police Chief has been given written notice stating the cause for termination at least ten (10) days prior to a hearing by the Village Council at which Police Chief shall have the opportunity to be heard. Cause for termination under this Section is defined as conviction of or plea of nolo contendere to any crime whether or not a felony; failure or refusal to perform duties or other breach of this Agreement; or a violation of a federal, state, county, local or other governmental law or regulation while acting as Police Chief or on personal time, or for conduct unbecoming to the position of Police Chief, while both on and off duty.
- C. **Resignation.** The Police Chief may resign with or without cause effective no earlier than 30 days, or such other period of time as the Police Chief and the Village Council agree, after written notice of the resignation is given to the Village Council by delivery to the Village Clerk. Failure of the Police Chief to give the required prior notice of resignation will result in forfeiture of the right to payment for any accrued vacation, sick, compensatory or personal leave time that is otherwise payable to resigning Village department heads.

SECTION 5. TERMINATION PROVISIONS

- A. In the event the Police Chief is terminated without cause at a time when the Police Chief is willing and able to perform the duties under this Agreement, the Village agrees to pay the Police Chief a lump sum cash payment as severance pay in the amount of one (1) month of base salary. Severance pay will not be owed in the event of termination for cause by the Village or resignation by the Police Chief.
- B. In the event the Police Chief is terminated with cause, the Police Chief is entitled to no compensation or benefits beyond the salary already earned.

There will be no payment other than banked or earned payable under this agreement as of the date of termination.

SECTION 6. DISABILITY

Subject to, and consistent with, the requirements of Federal and State Law and the severance pay requirements of Section 5A, if the Police Chief is permanently disabled or is otherwise unable to perform the duties required because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond the amount of any accrued sick, vacation, personal and compensatory leave time, the Village Council may terminate this Agreement. In such case, the Village will provide reasonable support to ensure that Police Chief receives any short term disability and long term disability payments the Police Chief would otherwise be eligible for and the Police Chief shall be compensated for any accrued sick, vacation, personal and compensatory leave time and other accrued benefits in the same manner as department heads who resign.

SECTION 7. SALARY

The Village agrees to pay the Police Chief an annual salary for services rendered pursuant to this Agreement, to be distributed through the Village's normal payroll system, in an amount to be determined annually by the Village Council after an annual review of Police Chief performance. The position of Police Chief is a Fair Labor Standards Act (FLSA) overtime exempt position. As of July 24, 2024, the annual salary is \$87,500.00 (\$42.0673 per hour for payroll calculation purposes). The annual determinations of the base salary for the fiscal year that begins July 1 shall be made by the Village Council upon the recommendation of the Village Manager no later than the last regular Council meeting in May of that year, taking into account the performance evaluations described in Section 10. Any increases in the base salary and/or other benefits of the Police Chief shall be in such amounts and to such extent as the Village Council may determine desirable or appropriate upon the recommendation of the Village Manager, with the Police Chief entitled to any across-the-board percentage salary increase the Village Council approves for all Village employees and the only permissible reduction in base salary being by the same or smaller percentage of any across-the-board salary reduction approved by the Village Council for all Village employees.

SECTION 8. TEMPORARY HOUSING STIPEND

The Village will pay to the Police Chief a monthly housing stipend of up to two thousand dollars (\$2,000.00) for up to one (1) month for the cost of temporary rental housing upon submission of bona fide receipts. Such stipend shall be for the temporary housing of the Police Chief and his family, if needed, to assist the Police Chief in relocating to Michigan for his employment as Police Chief for the Village of Lake Orion.

SECTION 9. MOVING ALLOWANCE

The Village will pay to the Police Chief up to five thousand dollars (\$5,000.00) as a one-time reimbursement upon submission of bona fide receipts for the reasonable and necessary costs of moving the Police Chief's and his family's household belongings from Las Vegas, Nevada, to Michigan in accordance with Section 12 of this Agreement.

SECTION 10. PERFORMANCE EVALUATIONS

The Manager shall review and evaluate the performance of the Police Chief as provided in this Section. The evaluation shall be done on an annual basis by April of each year. Performance evaluations are intended to provide a means for communication between the Village Manager and Police Chief, shall be conducted in a manner determined by the Village Manager, and shall include a review of performance since the last evaluation and an identification by the Manager of goals, objectives and expectations for and of the Police Chief that will be included as criteria in the next performance evaluation.

SECTION 11. HOURS OF WORK

The duties of the Police Chief require a great deal of time outside the normal 9:00 AM to 5:00 PM office hours and include attendance at meetings which may include the Village Council, Planning Commission, Board of Zoning Appeals, Downtown Development Authority, Parks & Recreation Advisory Committee and other existing or future Village boards and commissions. With prior notice to the Village Manager, the Police Chief may designate another qualified employee or consultant of the Village to attend a meeting when the Police Chief is unable due to a conflict with other Village business, scheduled vacation, or illness.

The Village Manager acknowledges and agrees that the Chief is being employed in a bona fide executive, administrative, or professional capacity and, to that end, the Chief shall be allowed to establish an appropriate work schedule to accommodate for the duties requiring time spent outside of normal business hours.

SECTION 12. RESIDENCE

In accordance with provisions of Section 3.7 of the Village Charter allowing the Village Council to excuse the Police Chief from being a resident of the Village, and Public Act No. 212 of 1999, as amended, within 90 days of the Police Chief commencing employment under this Agreement, the Police Chief shall reside at a location that is no more than 20 miles from the nearest border of the Village unless excused or waived by subsequent action of the Council upon the recommendation of the Village Manager.

SECTION 13. AUTOMOBILE USE

The Police Chief shall be entitled to use of a police vehicle only during his employment. Such vehicle use will be restricted to Village business related matters, and not personal matters or activities.

SECTION 14. PAID LEAVE

The Police Chief shall be entitled to paid holiday, vacation, sick, compensatory, and personal leave days/time to be taken or accrue in the same manner and subject to the same limitations as provided for the Village's department heads and in accordance with the Village's policy in effect from time to time.

The current paid leave provisions are:

SICK LEAVE: Four (4) hours per pay period to be used as needed in accordance with policies adopted from time to time by the village. Upon termination or retirement, a payout of unused sick leave of the accumulated hours will be 50% of the accumulated hours with a maximum payout of 300 hours.

VACATION LEAVE: The Police Chief shall be entitled to twenty-five (25) vacation days annually, to be credited on the first day of employment and annually thereafter. Earned but unused vacation time, if any, is to be paid at separation.

Vacation leave shall be used within one (1) year of being credited or shall be forfeited; there shall be no carryover of vacation leave time from one year to the next unless preapproved by the Village Manager with a limit of up to eighty (80) hours which is to be used within six months after the year in which it was earned.

PERSONAL LEAVE: Four (4) personal business days shall be granted annually. There is no carry-over or payout at separation of unused personal leave days.

COMPENSATORY TIME: The Police Chief shall be entitled to up to 100 hours of compensatory time to be banked for working in excess of 40 hours a week. Compensatory time is to be taken as vacation/leave time off. Up to 40 hours can be rolled over to the next year. All compensatory time earned shall be paid at 1 ½ times the regular rate of pay of the Chief. Any unused hours above the 40 hours rollover will be paid out annually. At the time of separation, any banked or unused hours shall be paid.

HOLIDAYS: The Chief shall be entitled to the 14 holidays off as per the POAM police contract, Article 45.

SECTION 15. DISABILITY, HEALTH AND LIFE INSURANCE

The Police Chief shall be entitled to benefits equal to those provided to the Village's salaried employees, which benefits are subject to the same terms and conditions as those

of the other salaried employees of the Village and subject to change at any time at the sole discretion of the Village Council. Such benefits include but are not limited to the following:

- Hospitalization Insurance or Opt-Out Payment if qualified in accordance with Village policy (effectively July 1, 2024, \$8,240 paid in prorated quarterly installments in September, December, March, and June)
- Dental Insurance
- Optical Insurance
- Life Insurance \$50,000, reduces to 50% \$25,000 at age 65 per insurance coverage contract.
- Short-term and long-term disability insurance
- Injury on the Job
- Funeral and Serious Illness Leave

In the case of serious illness or death in his immediate family, the Police Chief may be granted leave of absence with pay for a period not to exceed five days upon the approval of the Village Manager. Immediate family is defined as: wife, husband, child, brother, sister, parent, parent-in-law, grandchild, grandparent, and grandparent-in-law.

SECTION 16. RETIREMENT

The Village will pay on behalf of the Police Chief an amount equal to ten percent (10%) of the Police Chief's base salary annually into the Village's defined contribution retirement plan.

SECTION 17. DUES, SUBSCRIPTIONS, UNIFORMS, AND EQUIPMENT

MEMBERSHIPS AND SUBSCRIPTIONS. On an annual basis, the Village agrees to consider budgeting and paying for the following professional dues and subscriptions of the Police Chief and any other organizations which will contribute to the continued professional participation, growth and advancement of the Police Chief, and for the good of the Village: (1) Michigan Association of Police Chiefs, (2) Oakland County Chiefs Association; and any other membership deemed important to the Village and community as agreed upon by the Village Manager.

UNIFORMS. The Village of Lake Orion shall provide the employee with uniforms and cleaning to the same extent as provided to other full-time police officers of the department generally.

SERVICE WEAPON. The Village shall pay for the cost of a service weapon for the Police Chief meeting the specifications approved by the Village and for ammunition for such weapon. The weapon shall remain the property of the Village upon separation from employment.

CELL PHONE. The Village will pay the cost for a cell phone and cell service, including data. The phone shall remain the property of the Village upon separation from employment.

SECTION 18. PROFESSIONAL DEVELOPMENT

On an annual basis, the Village agrees to consider budgeting and paying for the travel and subsistence expenses of the Police Chief for professional and office travel, meetings, and occasions which the Village deems adequate to continue the professional development of the Police Chief, and to pursue those official and other functions specifically designated by the Village which are deemed by the Village Manager to be necessary. The adequacy of the budget and the extent of the expenses will be determined solely by the Village Manager subject to Village Council approval of budgeted funds.

SECTION 19. BONDING

The Village shall bear the full cost of any fidelity or any other bonds required of the Police Chief under any law or ordinance.

SECTION 20. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Village Council, upon the recommendation of the Village Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Police Chief, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village Charter, or any other law.
- B. All provisions of the Village Charter and Code, and regulations and rules of the Village relating to other fringe benefits and working conditions, as they now exist or hereafter may be amended, also shall apply to the Police Chief as they would to other full-time employees of the Village, except as herein provided or as specifically noted otherwise.

SECTION 21 . NOTICES

Notices pursuant to this Agreement shall be given in writing either personally or by certified mail with the United States Postal Service, postage pre-paid to:

(1) VILLAGE: Village Clerk, 21 East Church Street, Lake Orion, Michigan 48362.

(2) POLICE CHIEF: Mark Amundson, [REDACTED]

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 United States Postal Service.

SECTION 22. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties, and supersedes all prior agreements or understandings between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Police Chief.
- C. If any provisions, or any portion thereof, contained in the Agreement is held 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the dates indicated.

6/25, 2024



By: Mark Amundson, Police Chief

_____, 2024

By: Darwin D. P. McClary, Village Manager

_____, 2024

By: Sonja Stout, Village Clerk

APPROVED AS TO FORM AND CONTENT:

By: Mary Kucharek, Village Attorney