

VILLAGE OF LAKE ORION

POLICE CHIEF CONSULTING AGREEMENT

THIS AGREEMENT is made as of the date it is fully signed and is between the Village of Lake Orion, Oakland County, Michigan, a Michigan municipal corporation ("Village"), and Thomas C. Lindberg ("Consultant").

RECITALS:

The Village desires to employ Thomas C. Lindberg to provide consulting services at the pleasure of the Village Manager with the new Police Chief of the Village of Lake Orion; and

Thomas C. Lindberg desires to accept employment as a Police Chief Consultant of Lake Orion under the terms and conditions hereof; and

This Agreement contains the terms, conditions, benefits and other provisions that the Village and Consultant have agreed to with respect to services.

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

SECTION 1. DUTIES

The Village agrees to employ Thomas C. Lindberg as a Consultant to the new Police Chief of the Village of Lake Orion to perform the functions and duties of a Consultant as needed.

The Consultant will perform such services and will not involve patrol work.

The Consultant shall be an "at-will", non-union, salaried, and FLSA-exempt employee. As an FLSA-exempt employee, the Consultant shall be paid an hourly wage of \$42.31 per hour for all hours worked from portal to portal, payable bi-weekly with the Village's regular payroll not to exceed 20 hours per week for a term not to exceed 14 days from the date this Agreement is signed .

No representative of the Village other than the Village Council or Village Manager possesses any authority to enter into any agreement for any specific period of time or to make any agreement contrary to the foregoing. Any agreement altering the terminable "at-will" nature of the employment relationship shall be in writing and signed by the Village Manager.

SECTION 2. TERM

- A.** This Agreement is for a definite term of at-will employment that commences on \_\_\_\_\_, 2024 and ends on \_\_\_\_\_.

- B.** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Village Manager to terminate the services of the Consultant at any time.
- C.** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Consultant to resign at any time.
- D.** This term does not include 10 hours already worked by Consultant, and is owed to Consultant in the amount of \$423.10.

### SECTION 3. COMPENSATION

The Village agrees to pay the Consultant an hourly rate of \$42.31 for services rendered pursuant to this Agreement, to be distributed through the Village's normal biweekly payroll system.

### SECTION 4. HOURS OF WORK

Work hours will normally be Monday through Friday, 9:00 a.m. – 5:00 p.m.

### SECTION 5. PAID LEAVE

LEAVE TIME. Other than compensatory time, the Consultant, as an hourly employee, shall not receive paid leave time, sick time, or bereavement.

### SECTION 6. 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/Treasurer, 21 East Church Street, Lake Orion, MI 48362
- (2) EMPLOYEE: Thomas C. Lindberg, 189 Shelley, Milford, MI 48381

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 7. GENERAL PROVISIONS

- A.** The text herein shall constitute the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or understandings between the parties.
- B.** 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 Village of Lake Orion has caused this Agreement to be signed on its behalf by its Village Manager and Village Clerk/Treasurer, and the Consultant has signed this Agreement on the dates indicated.

*[This space is intentionally left blank – signatures to follow]*

ACCEPTED BY EMPLOYEE:

\_\_\_\_\_  
Thomas C. Lindberg, Consultant

\_\_\_\_\_  
Date

AUTHORIZED BY THE LAKE ORION VILLAGE COUNCIL ON \_\_\_\_\_,  
2024.

\_\_\_\_\_  
Darwin D. P. McClary, Village Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sonja Stout, Clerk/Treasurer

\_\_\_\_\_  
Date