

## **City of Lathrup Village**

### **Employment Agreement**

#### **Scott McKee, Interim City Administrator**

#### **Introduction**

This Agreement, made and entered into December 20, 2021, by and between the City of Lathrup Village, Michigan, a municipal corporation, (hereinafter called "Employer") and Scott McKee, (hereinafter called "Employee") an individual who has the education, training, and experience in local government management, both of whom agree as follows:

#### **Section 1: Term**

A. This agreement shall remain in full force in effect from December 20, 2021, until terminated by the Employer or Employee as provided in Section 4 of this agreement.

#### **Section 2: Duties and Authority**

Employer agrees to employ Scott McKee as Interim City Administrator to perform the functions and duties specified in Section 3.8 of the Lathrup Village City Charter and to perform other legally permissible and proper duties and functions. These duties are in addition to employees existing duties.

#### **Section 3: Compensation**

- A. Base Salary: Employer agrees to pay Employee an annual base salary of Forty-eight Thousand Dollars (\$48,000.00) payable in installments at the same time that the other management employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided by the Employer's compensation policies.

#### **Section 4: Termination**

##### **For the purpose of this agreement, termination shall occur when:**

- A. The majority (three of five councilpersons) of the governing body votes to terminate the Employee at a duly authorized public meeting.
- B. If the Employer, citizens, or legislature acts to amend any provisions of the Lathrup Village Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer.
- D. Conviction of criminal act relating to employment with the City of Lathrup Village.
- E. Conviction of a felony

#### **Section 5: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

**Section 6: Indemnification**

Employer shall defend, save harmless and indemnify Employee against any claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the scope of Employment as City Administrator. Employer reserves the right to withhold said indemnification in the event said alleged act or omission is an illegal act or an illegal omission. Employer reserves the right to forward any such claim to its insurance company.

**Section 7: General Provisions**

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- C. Effective Date. This Agreement shall become effective on December 20, 2021.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

City of Lathrup Village:

\_\_\_\_\_  
Mykale Garrett  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Yvette Talley  
City Clerk

\_\_\_\_\_  
Date

Employee:

\_\_\_\_\_  
Scott McKee

\_\_\_\_\_  
Date