

AGREEMENT

This Agreement (the "Agreement") is made this 7th day of August 2023, between the City of Lincoln Park (the "City") and Jennifer Richardson ("Human Resources Manager" or "Employee"). The City hereby desires to employ the services of Jennifer Richardson and she hereby accepts such employment in accordance with the terms and conditions of is Agreement.

1. **Term.** This agreement shall remain in effect and serve to memorialize the terms and conditions applicable to the Human Resources Manager for a two-year period from the date of this agreement.

2. **Duties of Human Resources Manager.** The Human Resources Manager reports directly to the City Manager and shall receive job responsibilities therefrom.

3. **Salary.**

Effective January 1, 2023	\$67,500
Effective January 1, 2024	\$69,188

4. **Fringe Benefits.** The Human Resources Manager shall receive the same fringe benefits as members of the Lincoln Park Administrators Association, unless modified herein. This Agreement shall be affixed as Exhibit A to this Agreement.

5. **Notices.** All notices under this Agreement shall be given in writing.

6. **Entire Agreement.** This Agreement is the entire agreement of the parties and supersedes any prior written or oral understandings. No extrinsic or oral evidence may be used to modify, vary or construe its terms. No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by Employee and the City Manager and, upon prior authorization of the City Council, if required. Oral statements made by any representative or employee of the City cannot alter the terms of this Agreement.

7. **Termination.** The Employee may terminate employment with a thirty (30) day written notice. Termination by the City shall only occur when Cause is shown. Should the Human Resources Manager be terminated for any reason other than upon a showing of good cause she shall have the right to return to the position of Human Resources Specialist or equivalent position. She shall retain her City seniority and not suffer any loss in accrued benefits.

8. **Assignment.** The Employee may not assign any of his rights or delegate any of her duties under this Agreement.

9. **Severability.** The provisions of this Agreement are severable, and if any provision of this Agreement shall be, for any reason, invalid or unenforceable, the remaining provisions shall nevertheless be valid, enforceable, and carried into effect.

10. **Dispute Resolution.** If a dispute arises concerning this Agreement or Employee's employment with the Employer, 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 Employer 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

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 8/7/2023

MOVED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
SUPPORTED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

BE IT RESOLVED, the Mayor and City Council approve the attached agreement with HR Manager Jennifer Richardson; and

BE IT FURTHER RESOLVED, the Mayor and City Clerk are authorized to execute this agreement on behalf of the City of Lincoln Park

YES: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
NO: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins
ABSTAINED: Behr, Duprey, Ross, Salcido, Szor, Tobin, Mayor Higgins

arbitration shall be heard by a single Michigan arbitrator. The determination of the arbitrator shall be binding upon both the Employer and Employee. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the Employer 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.


11. **Binding Effect.** The rights and obligations of the parties shall accrue to the benefit of, and be binding upon, the parties and their respective heirs, executors, personal representatives and successors.

WITNESS

CITY OF LINCOLN PARK

Anderson

By:


James Krizan
City of Lincoln Park
City Manager

WITNESS

HUMAN RESOURCES MANAGER

Anderson

By:


Jennifer Richardson
City of Lincoln Park
Human Resources Manager

