

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 8th day of April 2024 by and between the City of Lincoln Park (hereinafter referred to as the City) and Lisa Griggs, (hereinafter referred to as Appointee).

WITNESSETH:

WHEREAS, the City requires the services of a City Manager and,

WHEREAS, the Appointee desires to provide such services and,

WHEREAS, the parties mutually agree that memorializing the terms of the agreement will be in the best interest of all served,

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED, by and between the parties as follows:

1. Employment: The Appointee is hereby appointed as City Manager as defined by Title Six, Chapter 215 of the codified ordinances of the City of Lincoln Park. The Appointee will be responsible for overseeing the Finance Department in accordance with Title Six, Chapter 222 of the codified ordinances. The term of this Agreement shall remain in effect until April 30, 2026. Notwithstanding the rights of either party as provided herein.

2. Compensation: The Appointee shall be compensated \$140,000 on an annual basis, paid bi-weekly, and shall be exempt from overtime and FLSA. The Mayor and City Council shall meet annually to review, discuss and consider salary increases taking into consideration the Appointee's job performance, duties and obligations. The Employee shall be entitled to receive the following wage adjustments:
April 1, 2025: 4% increase in base wage.

The Appointee serves at the pleasure of the Mayor and City Council. The appointment may be terminated at any time, "with" or "without" cause by a majority vote of the Mayor and City Council and may be terminated by the Appointee, upon proper notice as provided herein.

3. BENEFITS:

Pension:

The Appointee is currently a member of the MERS Defined Benefit plan and all benefits associated with this plan shall remain in effect.

Health Insurance:

The City shall provide to the Appointee and her eligible dependents Health Insurance, Vision Insurance and Dental Insurance equivalent to that received by active employees. The current health care plan is attached to this document. The Appointee shall be required to contribute to health insurance

in accordance with active employees.

Should the Appointee choose not to participate in the City's health insurance plan, she shall receive \$400.00 per month in lieu of health insurance. Proof of group health insurance coverage will be required.

Life Insurance: The City shall provide a \$50,000 Term and \$50,000 AD&D insurance policy to the Appointee.

Long Term Disability: The City shall pay the full monthly premium on the City's Long-Term Disability (LTD) plan. Provisions of the plan are subject to change, and determination of benefits is made by the carrier.

The Appointee shall receive 2% of salary contributed to a retiree health savings account (RHS) which is the same benefit provided to all other active employees.

Vacation: The Appointee shall be provided vacation days in accordance with the Administrators Association contract.

Personal Leave Days: The Appointee shall be provided personal days in accordance with the Administrators Association contract.

The Appointee shall receive payment for all municipal holidays in accordance with other appointed department heads.

The Appointee shall receive bereavement leave as provided to other appointed department heads.

Sick Days: Sick days shall be provided in accordance with the language in the Administrators Association contract.

4. Working Hours: The Appointee, as City Manager, must devote a great deal of time outside normal office hours to perform City business. The normal working hours are Monday through Friday, 8:00 a.m. to 4:00 p.m. The Appointee shall also attend City Council meetings and other meetings outside of regular working hours. The Appointee is not eligible for overtime and is FLSA exempt, however it is understood that the Appointee may make adjustments to her working hours to accommodate for work time devoted outside her normal working hours.

5. Auto Expenses: The Appointee shall be eligible for reimbursement for meetings that require travel in accordance with the current IRS reimbursement rate.

6. Memberships and Dues: The City agrees to budget and pay for professional dues for the Appointee for memberships to associations related directly to the City Manager and/or Finance Director position. Any seminars and/or training will be paid for in accordance with the city's travel and education policy.

7. Performance Evaluation: The City, through the City Council shall evaluate the performance of the Appointee on an annual basis beginning one year from the date of this contract. The Appointee shall be notified by the City at least thirty days in advance of the evaluation. At the conclusion of the evaluation process, the City shall provide the Appointee with a written summary of its findings and conclusions along with recommendations, goals and objectives for the following year. The Appointee shall be provided with an opportunity to review and discuss the evaluation, findings, conclusions and recommendations.

8. Appointee's Best Efforts: The Appointee agrees that at all times, she will faithfully and to the best of her ability, experience and talents, perform all the duties required of her.

9. Disability: If the Appointee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or ill health for a period in excess of that authorized by the Family Medical Leave Act (FMLA) and beyond any accrued sick leave, the City shall have the option to terminate this Agreement upon payment of a lump sum severance equal to ninety (90) days of full salary, provided however that said ninety (90) days of salary shall not be paid if the City's long term disability payments have commenced. The lump sum severance payment shall include continuance of health care insurance for three (3) months. The City may seek a waiver and release from the Appointee before making its decision to terminate the agreement.

10. Termination: The Appointee may terminate employment with a forty-five (45) day written notice. If the Appointee is terminated "for cause," as defined herein, the notice and severance provisions contained herein shall not apply. The Appointee may be terminated "for cause," only for a "material breach of the terms of her employment and/or this Employment Agreement, a material act of misfeasance or malfeasance which substantially, adversely affect the operations of the City, for theft or dishonesty, or a criminal act and conviction and/or conduct, relating to City employment or otherwise, which, while not necessarily criminal in nature, violates the City's established work rules or standards of conduct in some substantial manner.

If the Appointee is terminated "without cause," as defined herein, the severance provision contained herein shall apply. Termination "without cause" shall be defined as any termination which does not constitute "for cause" termination as defined in this Agreement. Further, the Appointee shall be deemed terminated "without cause" if the City acts to substantially alter, reduce or diminish any of the material terms and/or conditions of this Employment Agreement, and/or reduce or diminish Appointee's salary or benefits as defined in this Agreement.

Upon termination "without cause" as defined in this agreement, the City agrees that the Appointee shall have the option to return to her previous salary and position as Finance Director in the Administrators Association or receive the payment of severance pay in the amount of six (6) months wages. This payment shall be conditioned upon the Appointee executing a valid release of all claims to the City.

Provided, however, should the Appointee be terminated without cause at a time that she is within six (6) months of regular retirement she shall remain on active payroll for that time period until she is eligible for a regular unreduced retirement.

Should the City elect not to renew this Agreement subject to the expiration date contained herein severance shall not be owed, subject to the following: The parties agree to commence negotiations no later than one hundred and eighty days (180) in advance of the expiration date of this agreement. After the commencement of the negotiation period should the City elect not to renew the contract, they shall provide the Appointee with notice of not less than (90) days, of their decision not to renew the agreement at the expiration date of its term, should this occur severance shall not apply unless the Appointee is within six months of regular unreduced retirement. In the event that is the case, she shall remain on active payroll until she can retire under the defined benefit.

Resignation: If the Appointee "resigns" and her employment has not been deemed to be terminated "without cause," as defined herein, then no severance shall be due or payable from the City to the Appointee.

11. Job Description: Attached is the job description and ordinance, which describes the duties and responsibilities.

12. Return of Property: Upon termination of employment, the Appointee shall return all documents, correspondence, files, papers or property of any kind, of all types of nature pertaining to the City which the Appointee may have in her possession or control and a signed statement verifying return of such property.

13. Compliance with the Law: The Appointee shall perform all her respective duties and obligations in complete compliance with applicable Federal, State, local laws, ordinances, rules and regulations and shall adhere to all of the City's policies.


14. Complete Agreement: This agreement constitutes the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior agreements, oral or written, between the parties, if any. It is understood and agreed that this agreement shall supersede and take precedence over any document, handbook, benefit plan or other material which could otherwise be constructed as being contractual in nature, whether in existence prior to, currently or subsequent to the execution of this agreement; unless such other document, handbook, plan or material is made expressly applicable to the Appointee by a formal resolution of the Mayor and City Council. It is further understood that no City personnel have the authority to enter into any employment agreement with the Appointee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by the Mayor and City Council through a formal resolution.

15. Dispute Resolution: If a dispute arises concerning this agreement or Appointee's employment with the Employer in any way, shape or form including, but not limited to, any and all statutory, administrative, discrimination, contract, or any other potential, judicial or

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

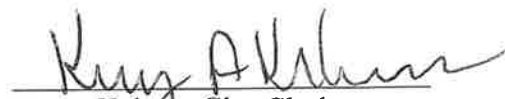
16. Invalid Provisions: If any provision of this agreement is held to be invalid, the remainder of the agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this agreement.


Lisa Griggs, Appointee


Michael Higgins, Mayor

APPROVED AS TO FORM:


Edward M. Zelenak, City Attorney


Kerry Kehrer, City Clerk

Dated: APRIL 16 2024

