CITY OF WYOMING

EMPLOYMENT AGREEMENT – CHIEF OF POLICE

THIS AGREEMENT between James Edward Carmody,) (hereinafter Chief of Police), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter the "City") is made effective May 15, 2006 on the following terms:

1. **TERM.** The City hereby employs James Edward Carmody as Chief of Police of the City. This appointment shall be effective July 10, 2006. The Chief of Police understands that as Chief of Police he serves at the pleasure of the City Manager, who may terminate the Chief of Police at any time as provided by the City Charter and City Code.

2. **PERFORMANCE.** The Chief of Police agrees to perform the duties of Chief of Police in a competent and professional manner. A job description has been provided the Chief of Police that the City may periodically revise with notice to the Chief of Police. The Chief of Police shall report to and be supervised by the City Manager.

3. **SERVICE DATE.** The Chief of Police's date of service with the City shall be July 10, 2006. The Chief of Police shall be credited with all earned benefits from his service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. **COMPENSATION.** The Chief of Police's salary for the position shall be established by the City Manager in accordance with the annual budget authorization, the City Charter and City Code. The salary shall be paid in accordance with City payroll procedures.

5. **BENEFITS.** The Chief of Police shall be provided the same insurance, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, and longevity as provided to department head employees who are members of the Supervisory and Administrative Association unless otherwise stated herein. The Chief of Police's retirement plan shall be a defined contribution plan provided to Administrative Contract Benefit Group employees who are hired on or after September 6, 2005. The retiree medical plan shall be the same plan provided for employees who are members of the Supervisory and Administrative Association under the City reimbursement schedule that was effective July 1, 2004.

In addition to the above stated benefits, the Chief of Police shall be credited with forty (40) hours of vacation and forty (40) hours of sick leave benefits upon starting employment. The Chief of Police shall be credited with one hundred and twenty (120) hours of vacation on January 1, 2007.

6. **HEALTH INSURANCE CONTRIBUTION**. If the Chief of Police is enrolled in the City's sponsored group health insurance plan, he shall contribute 10% toward the cost of the premium (excluding dental and vision). The annual contribution shall not exceed 2% of the Chief of Police's annual base pay. The premium from which the contribution is calculated shall be based upon the premiums recommended by the City's insurer or, if applicable, third-party administrator.

7. **VEHICLE USE.** The Chief of Police shall have limited use of a late model automobile. All maintenance, fuel, operating costs, and any other expenses of the automobile shall be borne by the City. The Chief of Police and City Manager may agree

to alternative arrangements, which may include the payment of a car allowance in lieu of the City providing the Chief of Police a vehicle.

8. **MOVING EXPENSES.** The City shall reimburse the Chief of Police reasonable expenses for moving his household belongings from his residence in Port Huron to his new residence, provided his new residence is within the City limits of Wyoming. Such reimbursement shall not exceed $20,000.

The City shall reimburse the Chief of Police for temporary rental of a residence within the City limits of Wyoming for up to six (6) months, except that the City Manager may extend temporary rental for up to three (3) additional months if the Chief of Police can demonstrate compelling reasons as to need. Such reimbursement shall not exceed $900 per month for total monthly reimbursement nor include his new primary residence.

9. **SEVERANCE PAY.** The following conditions shall determine severance to Chief of Police.

(a) If the Chief of Police resigns or his employment is terminated for any of the following reasons, he shall not be entitled to any severance pay and his compensation will terminate on the last day worked:

(1) Criminal misconduct.

(2) Conviction of any felony, or of a misdemeanor involving bodily harm or dishonesty.

(3) Substantial failure to perform the duties of the Chief of Police.

(b) If the Chief of Police's employment is terminated by the City for any reason not set forth in subparagraph (a), or he voluntarily terminates employment in lieu of discharge, and the City in writing accepts such voluntary termination, he shall be entitled to severance pay in the amount equal to six months of pay, unused vacation and sick leave, pay out of other accrued benefits, and his insurance (health, dental, vision and life) shall continue to be paid by the City for the same period.

(c) Upon separation of employment for any reason other than those covered under paragraph (b), the Chief of Police shall receive the same pay out of sick leave, vacation, and other accrued benefits as provided employees who are members of the Administrative and Supervisory Association.

10. **DISPUTES.** Any disputes arising out of the terms and conditions of this Agreement may be submitted by the Chief of Police to an arbitrator mutually selected by the City and Chief of Police, which selection shall be in accordance with the procedures of the American Arbitration Association. The City and the Chief of Police shall share equally the cost of the arbitrator and each shall be responsible for their own attorney's fees, except as provided below. If the Chief of Police prevails, the City will pay the arbitrator's fees and expenses. In addition, if the Chief of Police prevails and if the arbitrator finds that the City's position was arbitrary or capricious, the arbitrator may award that the Chief of Police be reimbursed for his reasonable attorney's fees.

11. **RESIGNATION.** The Chief of Police may resign his employment at any time upon 30 days' written notice to the City. Such resignation shall not entitle the Chief of Police to severance pay under paragraph 9 unless the City has agreed otherwise in writing.

12. **SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Chief of Police or to the employment relationship between the Chief of Police and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

13. **SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

14. **APPLICABLE LAW.** The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

CITY OF WYOMING

Dated: 5-16-06

Curtis Holt
Its: City Manager

Dated: May 15, 2006

James Carmody

Amendment to Employment Agreement
Employee Contribution to Health Insurance

The City of Wyoming (City) and employee agree to modify the employee's Employment Agreement as follows:

Effective July 1, 2011, health insurance employee contributions and opt out provisions shall be on the same basis as members of the Administrative and Supervisory Association.

Dated: 6-13-12

Curtis Holt
Its: City Manager

Dated: 6/12/12

James E. Carmody
Chief of Police

JFK/kro
051506

Carmody

RESOLUTION NO. 22210

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO
EXECUTE AN EMPLOYMENT AGREEMENT WITH THE CHIEF OF POLICE

WHEREAS, the City Manager desires to enter into employment agreements with officers and employees in administrative service for the City, and

WHEREAS, Section 4.7 of the City Charter allows the City Manager to "...exercise his judgement in the appointment or employment of officers and employees in the administrative service," and

WHEREAS, the City Manager has negotiated an employment agreement with the Chief of Police, now therefore,

BE IT RESOLVED, that the City Manager is authorized to execute an employment agreement with the Chief of Police, and

BE IT FURTHER RESOLVED, that the City Manager is authorized to approve future amendments to this agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Councilmember Pastoor moved, seconded by Councilmember VerHulst, that the above Resolution be adopted.

Motion carried: 7 Yeas, 0 Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 15th day of May, 2006.

Leanne Johnson

Leanne Johnson
Wyoming Deputy City Clerk