

## **FIRE CHIEF EMPLOYMENT AGREEMENT**

This Agreement was made and entered into this \_\_\_ day of May 2024 between the City of Royal Oak (hereinafter referred to as “City”) and James Cook (hereinafter referred to as “Employee”).

**Whereas**, the parties recognize the Employee currently serves in the position of Assistant Chief of the City of Royal Oak Fire Department; and

**Whereas**, the Employee wishes to continue to be employed by the City as its Fire Chief through December 31, 2024 under the terms and conditions set forth in this agreement; and

**Whereas**, the City Manager has appointed, and the City Commission has determined it is in the best interest of the City to continue the Employee in this capacity; and

**Now, therefore**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Scope of Agreement:** It is contemplated and expressly agreed that this agreement shall set forth the terms and conditions of employment and benefits for the Employee as the Fire Chief. All benefits not referenced in this agreement are reserved to the benefit package presently being provided to the Employee in his capacity as Assistant Fire Chief except that he shall not be eligible for Holiday pay, longevity, and additional pension benefits.

2. **Salary and Commencement Date:** The City agrees to retain the Employee commencing upon the execution of this agreement and beginning May 3, 2024, at an annual salary of One Hundred and Thirty-one Thousand and no/100 (\$131,000.00)

dollars. All subsequent base wage changes shall be consistent with the Administrative Rules for Executive Department Heads.

3. **Duties and Authority:** The City agrees to employ Employee as its Fire Chief to perform the functions and duties specified in the Charter of the City of Royal Oak, as amended, and all other legally permissible and proper duties and functions, subject to the general supervision of and pursuant to the order, advice and direction of the City Manager.

4. **Term:** The parties acknowledge that this agreement shall be for a period through December 31, 2024 upon acceptance by the City Commission unless terminated in accordance with this agreement.

5. **Benefits in Addition to Salary:** In addition to the salary and benefits, as previously specified, the Employee shall be entitled to the following additional benefits:

A. The parties agree that the Employee shall be provided health care in accordance with this appointment as the Fire Chief for the City of Royal Oak as is currently being provided and may otherwise change from time-to-time by the City in the Executive Department Heads group.

B. Time-off:

(1) Employee will begin with a prorated portion of twenty-five (25) vacation days and in each subsequent year of service with the City shall be allowed 25 vacation days.

(2) Employee shall receive a prorated portion of other leave time (including, but not limited to, sick leave, personal business days and bereavement leave) as provided in the Administrative Rules for Executive Department Heads.

(3) Employee also will retain any leave time already accumulated in his banks.

(4) Unused vacation time will be paid out as of December 31, 2024. Unused sick time will be converted on an hour-for-hour basis and used to pay for consulting compensation as noted in paragraph 10 below.

C. Employee will continue to be eligible and receives 401 benefits under the City Executive Plan with immediate vesting.

6. **Indemnification:** To the fullest extent permitted by law, the City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of Employee's duties as Fire Chief, or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involves willful or wanton conduct. Employee may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense in the event of a conflict between Employee's interests and those of the City. Legal representation, which is currently provided by the City through the Michigan Municipal Risk Management Authority (MMRMA), shall extend until a final decision of the legal action, including any appeals brought by any party. The City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney fees, and other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of

or in connection with the performance of his duties. Any settlement of any claim must be made with the prior approval of the City for this indemnification to be available.

7. **Outside Activities:** Subject to the prior approval of the City Manager, Employee may accept other teaching, consulting, or business opportunities. The compensation provided for under this agreement shall not be offset by any income Employee may earn from any other source.

8. **Termination:** For purposes of this agreement, termination shall occur when either of the following take place:

A. The City notifies Employee in writing that his employment shall be terminated.

B. Employee submits a written letter of resignation to the City Manager. Employee shall provide a minimum of ninety (90) days advance written notice to the City. If Employee fails to provide this notice, he shall not be entitled to payment of any accrued vacation, sick leave, or personal business time upon separation.

C. The parties agree the Employee's term as Fire Chief will end on December 31, 2024.

9. **Severance:**

A. If Employee's contract is terminated pursuant to Section 8(A) of his Employment Agreement for any reason other than just cause prior to December 31, 2024, he shall be entitled to severance pay for a period of up to ninety (90) days at his rate of pay on the effective date of termination. For purposes of this agreement, just cause shall include, but not be limited to, acts of insubordination, conduct unbecoming a department head, actions which would be criminal in nature, acts of moral turpitude, gross negligence

or acts of a similar nature. It will also include less serious offenses which have not been corrected through progressive steps. The City shall pay severance pay in biweekly installments until Employee has received the severance described herein, or until Employee secures and commences other employment, whichever occurs first. Employee shall not accrue or receive any additional benefits for the period that he is receiving severance pay.

B. If Employee's employment is terminated under his Employment Agreement pursuant to Section 8(A) for just cause, or if his employment is terminated pursuant to Section 8(B), he shall not be entitled to any severance pay.

10. The Employee is committed to providing for an orderly transition in the Royal Oak Fire Department. To assist the City in moving forward, he has agreed to provide assistance and consulting services for a period of time after his formal retirement as Fire Chief takes place on December 31, 2024. These assignments will be as needed by the City as it moves through the transition and change in leadership in the Fire Department. He has agreed to provide such service in a civilian position for a period not to exceed June 30, 2025. Such services, which will not include participation in operations, will be as needed by the City. Such payments will be made utilizing unused sick time which the Employee had at the time of his retirement from the City. Services will not exceed, on average, twenty-four (24) hours a week.

**11. Return of City Equipment:**

A. Upon ending his consulting services, Employee shall return all City property in his possession or under his control, including but not limited to any keys, computer or other office equipment, cell phone, credit card, and the originals and copies

of all paper or electronic files, records, or other documents. This does not preclude Employee from retaining copies of any document he produced or that was produced under his direction.

B. The Employer agrees that Employee will be entitled to keep his cellphone number should he desire to do so, and it will be transferred to him for his personal account should he make that request. The Employee should make this request in writing to the Human Resources Director.

12. **Entire Agreement:** This agreement shall constitute the entire agreement between the parties, and supersede all other agreements, whether oral, written, or implied, regarding the subject matter hereof.

13. **Amendment:** This agreement can be modified or amended only in a subsequent written document signed by both the City and Employee.

14. **Waiver of Breach:** A waiver of any breach of this agreement shall not constitute a waiver of any future breach.

15. **Dispute Resolution Exclusive Remedy:** The Employee agrees that any action or suit against the City arising out of his employment or termination, including, but not limited to claims arising under state or federal civil rights statutes, state or federal law, or under this agreement, must be brought within one hundred eighty (180) days of the event giving rise to the claims or be forever barred. The Employee waives any limitation periods to the contrary. Further, the Employee agrees that any action or suit as described above shall be submitted to binding arbitration before the American Arbitration Association (“AAA”) under the rules for resolution of employment disputes as his

exclusive remedy and waives the right to pursue any action or suit in a court of law or in any administrative proceeding.

16. **General Provisions:**

A. This agreement shall continue in effect until terminated in accordance with the above.

B. This agreement shall be binding upon and inure to the benefit of the heirs-at-law and executors of the estate of Employee, in the event of Employee's death during the term hereof, with respect to entitlement to salary or benefits due Employee at the time of his death.

C. If any provision, or any portion thereof, contained in this agreement are held unconstitutional or unenforceable, the remainder of this agreement shall not be affected and shall remain in full force and effect.

D. The terms and conditions of this agreement shall take effect on the effective date of appointment.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF ROYAL OAK**

\_\_\_\_\_  
Michael Fournier, Mayor                      Date

\_\_\_\_\_  
Melanie Halas, City Clerk                      Date

\_\_\_\_\_  
James Cook, Employee                      Date