

**DEPUTY FIRE CHIEF
"AT WILL" AGREEMENT**

THIS AGREEMENT is made and entered into on this 28 day of June, 2013, between Macomb Township, Michigan, referred to as "Township", and Adam Munro Deputy Fire Chief, hereinafter referred to as "Deputy Fire Chief"("Agreement").

RECITALS

WHEREAS, Township wishes to engage a full time Deputy Fire Chief for the Township's Fire Department; and

WHEREAS, the parties enter into this Agreement as an outline to their "At Will" employment relationship.

NOW, THEREFORE, the parties agree as follows:

1. **"AT WILL" EMPLOYMENT.** Township hereby employs Deputy Fire Chief, and Deputy Fire Chief accepts employment on at "At Will" basis and pursuant to the terms and conditions of this Agreement. All prior agreements, oral or written, are terminated by the execution of this Agreement and have no further force or effect unless expressly stated herein.

2. **TERM.** The term of this Agreement shall be effective March 14, 2013 and shall continue for an unspecified period of time. It is understood that Deputy Fire Chief serves solely at the pleasure of the Township. Nothing in this section shall limit the "At Will" termination of Deputy Fire Chief by Township at any time. No employment duration should be implied under this Agreement.

3. **DUTIES.** Deputy Fire Chief shall, at all times, be bound by the oath taken as a firefighter and obligated to act in the best interest of Township and the health safety and welfare of its residents and their property. At a minimum, Deputy Fire Chief shall be bound by all rules, regulations, position descriptions and policies now in existence or hereafter adopted by Township, in its sole and absolute discretion. Nothing in the description of Deputy Fire Chief's duties shall negate, limit or define Township's right to terminate Deputy Fire Chief, "At Will", (with or without cause) at any time.

4. **SALARY AND BENIFITS.** Township shall compensate Deputy Fire Chief as set forth below:

Salary: Deputy Fire Chief's base annual salary shall be \$82,000, commencing on March 14, 2013.

Benefits: Deputy Fire Chief shall receive those benefits as described on the Summary of Benefits attached as Exhibit A.

5. **OUTSIDE EMPLOYMENT.** Deputy Fire Chief shall devote Deputy Fire Chief's entire time, attention and energies to the Township's business in performing the duties as Deputy Fire Chief. During the term of this Agreement, Deputy Fire Chief shall not be engaged in any business activities which interfere with Deputy Fire Chief's current duties or accept remuneration for services from any source other than Township, except as approved by Township at its sole and absolute discretion.

6. **DISCIPLINE AND/OR TERMINATION.** Deputy Fire Chief is, at all times, an "AT WILL" Deputy Fire Chief who can be terminated at any time, with or without cause. Deputy Fire Chief acknowledges that there is no reasonable expectation of a continuance of employment with Township, implied or otherwise stated in this Agreement. Nothing in this agreement is to be interpreted as changing Deputy Fire Chief's status as an "AT WILL" Deputy Fire Chief. Deputy Fire Chief shall have the right to terminate this Agreement at any time by giving two (2) weeks notice thereof, in writing, to Township. In such event, Deputy Fire Chief shall continue to render services and be paid regular compensation and benefits up to the date of termination.

7. **GOVERNING LAW.** This Agreement shall be construed under and enforced in accordance with the laws of the State of Michigan.

8. **SECTION HEADINGS.** Section headings are for the convenience of the parties only and shall have no substantive effect.

9. **NO OTHER INDUCEMENT.** The parties acknowledge and agree that there are no inducements to the execution of this Agreement, other than those set forth herein.

10. **MISCELLANEOUS.**

A. **ENTIRE AGREEMENT.** This Agreement and the Exhibit constitutes the entire agreement between the parties with respect to the matters contained herein, and there are no representations, oral or written, relating to these matters which have not been incorporated herein. This Agreement may only be amended in a writing signed by all of the affected parties hereto. All provisions of this Agreement shall survive the execution hereof.

B. DOCUMENT REVIEW. Deputy Fire Chief acknowledges and agrees he has carefully reviewed all of the terms and conditions set forth in this Agreement; that all necessary authorizations to enter into this Agreement have been obtained; that he has had an opportunity to discuss these terms and conditions with his legal counsel and/or professional advisors; that he has the authority to execute this Agreement and to perform the obligations hereunder; that he fully understands these terms and conditions; and that he executes this Agreement of his own free will and volition, with the intent to be bound hereby.

C. SEVERABILITY. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, all other provisions shall remain in full force and effect. If any provision is found to be overbroad in scope or duration, the breadth of the provision shall be reduced to the maximum allowable by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below.

6-28-2013
Date


Adam Munro

6/28/2013
Date


Township Supervisor

7-1-2013
Date


Fire Chief

6/28/2013
Date


Human Resources Director

Deputy Fire Chief
Compensation & Benefit Summary

Attachment A

Employment: "At-Will"
Reporting directly to Fire Chief

Position Description: Deputy Fire Chief as approved by Board of Trustees on 05/23/2012, and as amended by the Board of Trustees at their sole and absolute discretion

Annualized Compensation: \$82,000

Medical & Vision Insurance: Blue Cross Blue Shield Community Blue Plan 1, Group 007011519, Division 0006, for Human Resources Director, Fire Chief, and Deputy Fire Chief, specific employees not covered under a collective bargaining agreement

Dental Insurance: Delta Dental of Michigan for Human Resources Director, Fire Chief, and Deputy Fire Chief, specific employees not covered under a collective bargaining agreement

Life Insurance: One Times Annual Salary under Mutual of Omaha, Class 001 – Human Resources Director, Fire Chief, and Deputy Fire Chief, specific employees not covered under a collective bargaining

Disability Insurance: Short-term and Long-term under National Insurance Services (Madison National Life) Human Resources Director, Fire Chief, and Deputy Fire Chief, specific employees not covered under a collective bargaining

Holidays: Township Observed Holidays such as New Year's Day, MLK Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day

Paid Time Off: Conversion of remaining eight (8) hours of sick time, six (6) hours of personal time and eight (8) hours of vacation time to paid-time-off as of March 9, 2013

Employee Assistance Program: Ulliance EAP Program

Deferred Compensation Plan: Voluntary participation in the Macomb Township 457(b) Deferred Compensation

Pension: Act 345 Defined Benefit Pension Program

Deputy Fire Chief
Compensation & Benefit Summary

- Uniforms: The Township shall provide the Deputy Fire Chief with protective gear, a dress uniform, an annual uniform and clothing allowance of seven hundred dollars (\$700), and up to two hundred dollars (\$200) annual allowance for the replacement of personal clothing and/or eye glasses damaged in the line of duty.
- Bereavement: As provided to Non-Represented Employees
- Mandatory Coverage:
- a. Workers' Compensation
 - b. Social Security
 - c. Unemployment Insurance
- National Fire Academy: Should Employee apply for and be accepted into the National Fire Academy for Executive Fire Officer Certification while employed by the Township at the Rank of Deputy Fire Chief in the future, the Employer shall allow the Employee to attend the Academy while pursuing such certification during working hours but with no additional compensation and reimburse Employee for meal expenses not provided by the Academy only.