



CITY OF NOVI CITY COUNCIL
SEPTEMBER 25, 2023

SUBJECT: Approval of amendment to the contract for the City Clerk as prepared and approved as to form by the City Attorney.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Mayor Gatt and Council Members met with City Clerk Hanson in Executive Session held on September 11, 2023, for the purpose of discussing her annual performance evaluation. A proposed amendment to her contract was recommended.

RECOMMENDED ACTION: Approval of amendment to the contract for the City Clerk as prepared and approved as to form by the City Attorney.

CITY CLERK EMPLOYMENT AGREEMENT (202~~2~~3)

THIS AGREEMENT is made and entered into this ~~26th~~-25th day of September, ~~2022~~2023, by and between the City of Novi, a Michigan municipal corporation, hereinafter referred to as the “Employer,” and Cortney Hanson, hereinafter referred to as the “Employee,” both of whom understand as follows:

RECITALS:

Employer desires to retain and continue the services of Employee as City Clerk of the City of Novi, and to establish certain terms of compensation and benefits, conditions of employment, and working conditions for Employee; and

Employee desires to continue employment as the City Clerk of the City of Novi subject to such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Employer and Employee agree as follows:

Section 1. Duties

Employer agrees to employ Employee as City Clerk of the City of Novi to perform the functions and duties specified in Section 4.9 of the Charter of the City of Novi and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term

A. Employee is appointed and employed as City Clerk for the City of Novi, with the effective date of her employment as City Clerk under this Agreement being and remaining June 27, 2016, the original date of her appointment as City Clerk. The appointment is for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, with or without cause, subject only to the provisions of the City Charter and any other applicable laws or City policies, and the provisions set forth in Section 3, Paragraph A, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time, from her position with Employer, subject only to the provisions set forth in Section 3, Paragraph B, of this Agreement.

C. Employee agrees to remain an exclusive employee of Employer, and agrees not to accept other employment or to become employed by any other employer while this Agreement is in effect. The term “employed” shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee’s time off.

Section 3. Severance Pay

A. In the event that Employee is terminated by the City Council, and during such time Employee is willing and able to perform her duties under this Agreement, then Employer agrees to pay Employee three (3) months' salary as severance pay. Notwithstanding the foregoing, in the event Employee is terminated because of her (i) conviction of any felony; (ii) conviction of a misdemeanor that would reflect negatively on the City (such as, but not limited to, an offense involving drug or alcohol abuse or sexual misconduct); (iii) conviction of any illegal act involving personal gain to her or affecting the performance of her duties under this Agreement; (iv) willful misrepresentation to the City, either in connection signing this Agreement or the performance of her duties; (v) willful misconduct or insubordination; (vi) breach of this Agreement; (vii) violation of the City Charter or ordinances or regulations adopted by the City Council; or (viii) permanent disability such that she becomes unable to perform her duties, then Employer shall have no obligation to pay for aggregate severance pay designated in this paragraph. Employee shall also be compensated for all accrued vacation time and personal business time, and other accrued benefits pursuant to the City's employee benefits policy in existence at the time this Agreement is terminated.

B. In the event Employee voluntarily resigns from her position with Employer, Employee shall give Employer sixty (60) days advance written notice, unless the parties agree otherwise. In the event Employee voluntarily resigns from her position, she shall not be entitled to the severance pay described in Paragraph A, above, but shall be compensated for all accrued vacation time and personal business time, and other accrued benefits pursuant to the City's employee benefits policy in existence at the time this Agreement is terminated.

Section 4. Salary and Benefits

A. Employer agrees to pay Employee for her services rendered pursuant to this Agreement an annual base salary of One Hundred ~~Ten~~ Twenty-One Thousand Dollars (\$~~110~~121,000), payable in installments at the same time as other general employees of the City are paid. The City agrees to review this base salary and/or other benefits of Employee at the same time as the Employee's performance evaluation provided for in Section 5 of this Agreement.

B. All provisions of the City Charter, City Ordinances, and all regulations, policies, and rules of the Employer relating to the vacation, sick leave, retirement and pension system contributions, deferred compensation, life insurance, dental insurance, optical reimbursement, medical and hospitalization insurance, disability insurance, and other fringe benefits and working conditions as they now exist or hereinafter may be amended shall also apply to Employee as they would to other department heads of the City, except as otherwise provided herein. Employer reserves the right to alter, modify, or terminate any or all of its benefits, specifically including insurance plans, provided to non-union employees during the term of this Agreement and Employee may not rely on any specific coverage or term of such plans or benefits being maintained by the Employer solely for Employee's benefit. Changes to the benefits provided to non-union employees after the date of this Agreement shall also apply to Employee.

Section 5. Performance Evaluation

Employer may annually review the performance of the Employee under a process to be determined by Employer. Employee and Employer are committed to and will provide feedback and interim reports and/or evaluation reports in such form as are mutually agreeable throughout the year, as a means of communicating and improving the performance of the organization without the need or expectation for additional compensation improvements.

Section 6. Automobile

Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$4,800.00 per year, payable monthly (\$400.00 per month), as a vehicle allowance to be used to purchase, lease, own, operate, and maintain a motor vehicle. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 7. Other Terms and Conditions of Employment

The City Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time related to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, City Ordinances, and/or any other law.

Section 8. Notices

Notices pursuant to this Agreement shall be given by first-class mailing with the United States Postal Service, postage prepaid, addressed as follows:

- (1) Mayor of the City of Novi, Clerk of the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375; and
- (2) Cortney Hanson,

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of first-class mailing of such written notice with the United States Postal Service.

Section 9. General Provisions

- A. All provisions of the City of Novi Personnel Policies, as they now exist or hereafter may be amended, shall apply to Employee as they would to other non-union exempt employees of Employer, unless otherwise provided in this Agreement.
- B. The text herein shall constitute the entire agreement between the parties.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Employee.

D. A waiver by Employer of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.

E. This Agreement shall be effective as of July 1, ~~2022~~2023, and supersedes any previous employment agreements.

F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Novi has caused this Agreement to be signed and executed on its behalf by its Mayor and City Clerk pursuant to authorization of the Novi City Council, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF NOVI

By: _____
ROBERT J. GATT, MAYOR

By: _____
CORTNEY HANSON, CITY CLERK