

Dan Devine

ADMINISTRATOR EMPLOYMENT CONTRACT
April 1, 2011 to March 31, 2017

This Employment Contract ("Contract") is entered into between the Charter Township of Bloomfield (the "Township") and the undersigned Administrator Employee ("Employee;" or "You").

PRINCIPLES UNDERLYING AGREEMENT

The Township desires to maintain high standards of quality and service to the community.

The Township is desirous of employing you on the terms and conditions set forth below and you agree to be employed by the Township upon those terms and conditions.

CONTRACT

Therefore, in consideration of the matters set forth herein and the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which is acknowledged by the Township and the undersigned employee, the parties to this Agreement agree as follows:

1. Employment. The Township hereby employs you in your current position with such duties and responsibilities in accordance with the statutory obligations, rules, policies, and oversight responsibilities requisite to your position.
2. Terms of Employment. Employee agrees to be bound by the rules of conduct and procedures promulgated by the Township, including those set forth in the Bloomfield Township Employee Handbook, as these rules and procedures may be changed from time-to-time.
3. Compensation. Employee will be paid his or her respective rate of compensation in existence as of March 31, 2011 in conjunction with the Employee Handbook. You will be paid pursuant to the Township's normal payroll practices by direct deposit. Any increase or decrease in salary shall be in accordance with the prevailing law relative to township elected officials. You will be employed as a full-time employee and you will generally be expected to work at least 40 hours per week. As a salaried employee you are not compensated for overtime.
4. Health Insurance Benefits. Employee will be entitled to participate in the health care (including dental and vision) program in existence in all its terms as of March 31, 2011. The healthcare program includes specifically the Healthcare Reimbursement Account plan ("HRA") in its entirety as instituted January 1, 2010. The provisions of the healthcare program including the HRA Plan shall apply to retirees who retire under the HRA plan except for new hires hired on or after May 1, 2011.
5. Cost of Employee contribution to Health Plans: The employee healthcare contribution rates in existence as of January 1, 2010 shall remain as is during the term of this contract. Your rate of contribution shall not change during the term of this agreement unless your family status changes such that you move into a different

classification for contribution purposes. In that case, your contribution amount shall be the amount that was in effect as of January 1, 2010 for your new classification.

6. Retiree Healthcare for New Hires: Retiree Healthcare for new hires hired after May 1, 2011 shall be provided through a Retirement Health Savings Plan ("RHS") program whereby:

A. Township makes \$2,500.00 annual contribution to each employee's account while employed.

B. Employee makes an annual contribution of 2% of base pay while employed.

C. Immediate vesting of employee contributions.

D. 3 year vesting for Township contributions, after 3 years from hire date entire account is 100% vested going forward.

E. RHS is portable and employees and dependents are eligible to utilize account upon separation of employment from the Township either through termination, resignation, retirement or death prior to retirement.

7. Longevity: New Hires as of April 1, 2010 shall not be eligible for longevity pay.

8. Pension:

A. Defined Benefit Plan as is as of March 31, 2011.

B. Retirees under Defined Benefit Plan shall continue to receive 1% annual COLA increase.

C. Defined Contribution Plan instituted in 2005 remains as is as of March 31, 2011. Any new administrator employees as of April 1, 2005, will be participants in the Defined Contribution Plan.

9. Vacation, Sick Leave and Other Benefits. Employee shall be accorded vacation, sick leave, medical leave, bereavement leave, personal leave and other benefits as set forth in the Bloomfield Township Employee Handbook.

10. Employment. You shall serve in your current position subject to the will of the electorate expressed by a majority of voters in regularly scheduled elections, or unless recalled pursuant to lawful procedure governed by prevailing law or until you leave the employment of the Township by resignation, retirement or death.

11. Emergency Financial Manager: In the event of appointment of an emergency manager under the terms of the Local Government and School District Accountability Act of 2011, said emergency manager shall be allowed to reject, modify, or terminate this contract pursuant to the provisions of that Act and in accordance with the Constitution of the State of Michigan and other prevailing law. However, vested benefits shall be preserved.

12. Term. The term of this Agreement shall be from April 1, 2011 to March 31, 2017. At the end of the term of this Agreement set forth above, the Township may, at its sole discretion, modify, extend or terminate this Agreement in conjunction with prevailing law relating to township elected officials' compensation and statutory obligations. However, vested benefits shall be preserved.

13. Successors and Assigns. This Agreement inures to the benefit of and is binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of you and the Township.

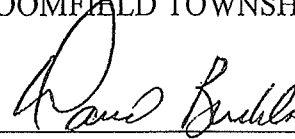
14. Failure to Exercise Right. Failure or delay by the Township in exercising any right, privilege or power will not operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any further exercise of that right,

privilege or power or the exercise of any other right, privilege or power provided in this Agreement.

15. Entire Agreement. This Agreement reflects the entire agreement between the parties and all prior discussions, negotiations and understandings have been incorporated herein. This Agreement supersedes and cancels all prior agreements and understandings, whether written or verbal, between the parties.

16. Execution in Separate Counter-Parts. This Agreement may be executed in two or more counter-parts, each of which will be deemed an original and all of which will together constitute the entire agreement between the parties.

BLOOMFIELD TOWNSHIP

By: 
Trustee David Buckley


Employee Signature

By: 
Trustee Neal Barnett

Employee Print Name
DANIEL C. DEVINE, JR.

By: 
Trustee Leo Savoie

By: _____
Trustee Brian Kepes

Dated: May 24, 2011

privilege or power or the exercise of any other right, privilege or power provided in this Agreement.

15. Entire Agreement. This Agreement reflects the entire agreement between the parties and all prior discussions, negotiations and understandings have been incorporated herein. This Agreement supersedes and cancels all prior agreements and understandings, whether written or verbal, between the parties.

16. Execution in Separate Counter-Parts. This Agreement may be executed in two or more counter-parts, each of which will be deemed an original and all of which will together constitute the entire agreement between the parties.

BLOOMFIELD TOWNSHIP

By: _____
Trustee David Buckley

Employee Signature

By: _____
Trustee Neal Barnett

Employee Print Name

By: _____
Trustee Leo Savoie

By: 

Trustee Brian Kepes

Dated: May 24, 2011