

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 28th of November 2016, by and between the City of Royal Oak, a Michigan Municipal Corporation, hereinafter referred to as "Employer", and David W. Gillam, hereinafter referred to as "Employee", witnesseth:

WHEREAS, Employer desire to employ the services of Employee as City Attorney for the City of Royal Oak, and Employee is willing to serve in that capacity under the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed as follow:

A.

Scope of Agreement. It is contemplated and expressly agreed that this Agreement shall set forth the terms and conditions of employment for the Employee. The benefits and conditions of employment being provided to the City Attorney are referenced in this agreement.

B.

Employer does hereby hire and employ Employee as Royal Oak City Attorney and Employee does hereby accept and agree to such hiring and employment. Subject to the general supervision and pursuant to the order, advice and direction of the Royal Oak City Commission, and the charter and ordinances of the City of Royal Oak, and laws of the State of Michigan, Employee shall have charge of and be responsible for the operation of the City of Royal Oak Attorney's Office and shall perform those duties as are customarily performed by one holding such position and shall also render such other and unrelated services and duties as may be assigned to him from time to time by the Employer.

C.

Salary and Commencement Date. The City agrees to hire the Employee as City Attorney commencing upon approval of this Agreement effective November 28, 2016, and an annual salary of One Hundred Forty-Two Thousand Five Hundred Dollars and 00/100 (\$142,500.00).

D.

The Employer agrees to employ the Employee for such a time as the Employer is in need of or desirous of, the service of the Employee. It is distinctly understood between the parties hereto that the Employee is an "at will" employee and that the duration of employment is unspecified and solely rests in the discretion of the Employer. In the event employment is terminated by the Employer, the Employee shall be entitled to severance

pay which shall be for ninety (90) days at the Employee's then existing rate of pay. Should the Employee terminate his employment, he shall be required to give a written notice thirty (30) days prior to such termination and shall not be entitled to severance pay.

E.

Other Benefits: In addition to the salary as herein specified, the Employee shall be entitled to the certain additional benefits and will not receive other benefits as noted below:

- I. In lieu of vacation, sick and personal time, the employee shall be entitled to each year to an allotment of paid time off which shall total twenty-two (22) days. Paid time off shall be used for sick, vacation or personal time. Each day will be the equivalent of one eight (8) hour work day. Unused time off will not accumulate. Compensatory time will be treated consistent with the Executive Department Heads.
- II. The parties agree the employee shall not be provided active employee healthcare and will retain the retiree healthcare that he already receives which is unaffected by this agreement.
- III. The employee shall be eligible to use the MI Life Clinic. He shall also be eligible for active employee life insurance.
- IV. The Employees pension shall be frozen at it current level. There will be no further accumulation of any time towards pension. The City will also make no contribution to any 401A, 457 HCSP or other deferred compensation plan. The Employee shall be eligible to make contributions to City plans on his own behalf consistent with those plan documents.
- V. No longevity pay will be paid to the Employee.
- VI. Effective July 1, 2017, across the board salary increases provided to Executive Department Heads will be provided to the Employee.

F.

Employer agrees to pay the membership dues and fees to permit Employee to be a member of the State Bar of Michigan including the Public Corporation section, Oakland County Bar Association, and such other organization(s) as approved by the Royal Oak City Commission subject to budget limitations.

G.

While this Agreement is in effect, Employee is prohibited from serving as legal counsel for compensation for any other individual organization, or public entity, except as approved by the City Manager or City Council. This provision does not prohibit pro bono legal services.

H.

Employer recognizes that certain expenses of a non-personal community or job affiliated nature are incurred by the Employee and hereby agrees to reimburse or pay said general expense, and the finance director is hereby authorized to disburse such monies upon receipt of duly executed expenses or petty cash vouchers, with the appropriate receipts, statements or personal affidavits attached.

I.

Termination: Nothing shall prevent, limit or otherwise interfere with the City's ability to terminate the services of the employee at anytime, with or without cause, and for any reason or for no reason not withstanding any potential claim to the contrary.

J.

Modification: This agreement may be terminated, modified or extended by mutual agreement between said parties but no modification or extension thereof shall be valid unless the same be in writing and signed by the parties.

K.

General Provisions:

I. This Agreement shall continue in effect until terminated in accordance with the above.

II. 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.

III. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

IV. The terms and conditions of this Agreement shall take effect on the effective date of appointment.

L.

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 180 (one hundred eighty) 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 under the rules for resolution of employment disputes as his exclusive remedy and waives the right to pursue any action or suit in a City of law or in any administrative proceeding.

M.

Arbitration: If a dispute arises concerning this Agreement or Employee's employment with the City, such dispute can be resolved only through binding arbitration pursuant to the terms of this arbitration provision. Within one hundred eighty (180) days of the event or occurrence which gives rise to the dispute, either Employee or the City may file a demand for arbitration with the American Arbitration Association ("AAA"). Such arbitration shall be conducted in accordance with AAA's commercial arbitration rules (except as modified herein). Such arbitration shall be heard by a single Michigan arbitrator. The determination of the arbitrator shall be binding upon both the City and Employee. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the City and Employee. The parties further agree that they will comply with the terms of this arbitration provision and any award rendered by the arbitrator, and that a judgment may be entered upon the award as long as the arbitrator does not exceed their authority or jurisdiction. This arbitration agreement specifically includes, but is not limited to, statutory claims of employment discrimination.

IN WITNESS WHEREOF, the parties hereto have caused this understanding to be executed as of the day and year first above written.

WITNESS

CITY OF ROYAL OAK

Deanna Braswell
Deanna Braswell

James B. Ellison
JAMES B. ELLISON, MAYOR

Rosemary S. Bee
Rosemary S. Bee

Melanie Halas
MELANIE HALAS, CITY CLERK

Linda Vandermere
Linda Vandermere

David W. Gillam
DAVID W. GILLAM