

**ADDENDUM TO EMPLOYMENT AGREEMENT
TO PROVIDE SERVICES AS INTERIM CITY MANAGER**

This Agreement made and entered into this 12th day of August 2019, by and between the City of Royal Oak, a Municipal Corporation, hereinafter referred to as "City," and David W. Gillam, hereinafter referred to as "Gillam," and states as follows:

WHEREAS, the City and the Gillam have an existing Employment Agreement entered into on or about November 28, 2016, to employ the services of Gillam as City Attorney for the City of Royal Oak;

WHEREAS, former City Manager Donald Johnson retired from the City on June 30, 2019;

WHEREAS, the City has begun the search for a new City Manager;

WHEREAS, in the interest of making an orderly transition, the City wishes to retain City Attorney David Gillam to also serve as Interim City Manager during the search for a new City Manager;

WHEREAS, this Addendum is designed to outline the additional benefits and responsibilities that will cover the terms and conditions of employment of Gillam in the position of Interim City Manager while he also continues to perform the services as City Attorney for the City under the terms and conditions of his previous Employment Agreement:

WHEREAS, Gillam wishes to provide these services to the City under the terms of this Addendum and his previous Employment Agreement;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth herein, the parties agree as follows:

1. **Scope of the Addendum.** This Addendum is designed to be a supplement to the Employment Agreement previously entered into between City and Gillam for his services as City Attorney and to outline the agreement regarding his appointment as Interim City Manager. All provisions of the prior Employment Agreement remain in full force and effect.

2. **Supplemental Duties and Authority.** The City does hereby employ Gillam as Interim City Manager and Gillam does hereby agree to accept this additional appointment. 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, Gillam shall have the additional duties and will be responsible for the operation of the City Manager's Office as Interim City Manager and shall perform those duties as are customarily performed by one holding that position.

3. **Term.** This agreement shall remain in full force and effect for six months from its adoption unless terminated earlier by either the City or Gillam as provided in Section 5 below. It is expressly understood by the parties that Gillam is retained by the City as Interim City Manager only on an at-will basis. This position may be terminated by the City pursuant to Section 5 for any reason, including convenience. However, should the City exercise its right to terminate the status as Interim City Manager or upon expiration of the six-month period, Gillam will continue to retain his position as City Attorney pursuant to his Employment Agreement. All terms and conditions of employment set forth in the original Employment Agreement as City Attorney remain in full force and effect.

4. **Additional Compensation.** The City agrees to pay Gillam an additional sum of Fifteen Hundred Dollars (\$1,500.00) per month upon approval of this Addendum.

5. **Termination/Termination Payment.** For purposes of this agreement, termination shall occur when any of the following take place during the six-month term:

A. A permanent City Manager is appointed;

B. A majority of the City Commission votes at a properly noticed meeting to no longer utilize Gillam's services as an Interim City Manager.

C. If the City Commission appoints a permanent City Manager under A above, or exercises its right under Paragraph B, Gillam shall be entitled to the balance of the six months' compensation under this agreement;

D. Gillam submits a written letter indicating he no longer desires to serve as Interim City Manager. If Gillam wishes to terminate his services in this manner, he shall provide a minimum of thirty (30) days of written notice. If Gillam resigns, he shall not be entitled to the balance of the payments under this agreement.

6. **City Attorney Employment Agreement.** The original Employment Agreement entered into between the City and Gillam as City Attorney remains in full force and effect.

7. **General Provisions.**

i. This Addendum shall continue in effect for a period of no more than six months unless mutually extended between the parties.

ii. The City Commission retains the right to terminate this Addendum at any time at its sole discretion subject to payment of the balance of the compensation due under the 6-month agreement to Gillam and his retaining his City Attorney position.

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

iv. The terms and conditions of this Addendum shall take effect on the date of its approval.

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

WITNESS

Deanna Braswell
Deanna Braswell

Amy Brody
Amy Brody

CITY OF ROYAL OAK

[Signature]
MICHAEL FOURNIER, MAYOR

Melanie Halas
MELANIE HALAS, CITY CLERK

[Signature]
DAVID W. GILLAM