

EM SUBMISSION NO.: EME2942014

PRESENTED: 5-23-14

ADOPTED: 6-3-14

**BY THE EMERGENCY MANAGER:**

**RESOLUTION APPOINTING DAVID B. ROTH AS ASSISTANT CITY ATTORNEY  
AND SETTING COMPENSATION LEVEL**

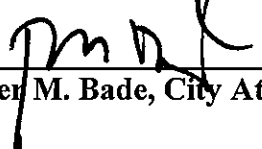
Pursuant to the authority granted the Emergency Manager by Public Act 436, David B. Roth shall be appointed as Assistant City Attorney with the City of Flint Law Department effective June 1, 2014, through June 30, 2016, pursuant to the terms and conditions contained within the Terms of Appointment attached hereto and made a part hereof; and

Mr. Roth's employment with the City of Flint shall be at the will of the City Attorney pursuant to authority granted in §4-601A of the Flint City Charter; and

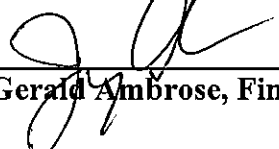
Mr. Roth shall be compensated at an annual rate of \$60,000.00, paid in biweekly installments consistent with established written policies and procedures of the City of Flint relative to salary and benefits. Compensation shall be drawn from appropriated funds from line item 101-266.100-702.000, Salary and Wages.

**IT IS RESOLVED**, that the Emergency Manager, on behalf of the City of Flint, hereby approves the appointment of David B. Roth, under the terms and conditions stated above, and contained in the Terms of Appointment attached hereto and made a part hereof. Annual compensation of \$60,000.00 shall be drawn from appropriated funds from line item 101-266.100-702.000, Salary and Wages.

APPROVED AS TO FORM:

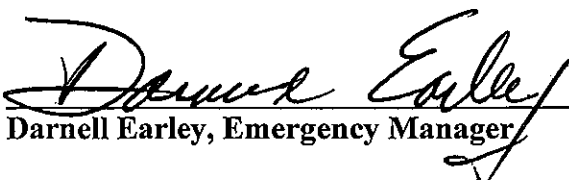
  
\_\_\_\_\_  
Peter M. Bade, City Attorney

APPROVED AS TO FINANCE:

  
\_\_\_\_\_  
Gerald Ambrose, Finance Director

**EM DISPOSITION:**

ENACT  REFER TO COUNCIL \_\_\_\_\_ FAIL \_\_\_\_\_

  
\_\_\_\_\_  
Darnell Earley, Emergency Manager

DATED: 6-3-14

## TERMS OF APPOINTMENT

The City Attorney of the City of Flint hereby appoints **David Bruce Roth**, 7421 Heatherwood Drive, Apt. 2B, Grand Blanc, MI 48439, as Assistant City Attorney in accordance with the provisions of Flint City Charter §4-601A.

1. **Scope of Services:** Under the general supervision of the City Attorney the Assistant City Attorney shall perform such duties as may be assigned to him. The Assistant City Attorney shall provide any and all legal services and representation on behalf of the City of Flint as deemed necessary and appropriate by the City Attorney; he shall remain in good standing with the State Bar of Michigan and the Genesee County Bar Association; he shall represent no other clients in any capacity other than the City of Flint, without first obtaining the express written consent of the City Attorney; and, he shall be subject to all work rules and policies established by the Department of Law for the City of Flint.

2. **Term of Appointment:** This appointment shall commence on the 1<sup>st</sup> day of June 2014 and shall continue up to and including June 30, 2016.

3. **Compensation:** The Assistant City Attorney shall be paid a salary based on an annual compensation rate of Sixty Thousand Dollars (\$60,000.00). This salary shall be payable in regular timely installments, in the same manner as other employees of the City of Flint are paid. Such earnings shall be paid from account 101-266.100-702.000, Wages & Salaries.

4. **Benefits:** The Assistant City Attorney shall be provided with fringe benefits equal to those now or hereinafter provided for an exempt employee allocated above Level 23 including, but not limited to health care coverage, dental insurance, life insurance, annual, personal and sick leave days, etc.; but expressly excluding membership in the retirement system and expressly excluding membership in the Civil Service System. However, the Assistant City Attorney shall be eligible to participate in the City of Flint Defined Contribution Pension Plan as set forth in an Ordinance codified and found in Chapter 35-1 of the Flint City Code. The current Defined Contribution Pension Plan includes an **11%** employer contribution and a **4%** employee contribution.

For the purposes of providing to the Assistant City Attorney the above compensation and fringe benefits, the City of Flint shall place the Assistant City Attorney on the City's regular payroll so that all of said compensation and fringe benefits shall be provided to the Assistant City Attorney in the same manner as other employees of the City of Flint.

5. **Membership Dues:** The City of Flint shall pay, on behalf of the Assistant City Attorney, annual membership dues in the Michigan and Genesee County Bar Associations.

6. **Indemnification and Insurance:** The City of Flint shall indemnify and provide appropriate insurance coverage for the Assistant City Attorney for any attorney's fees, reasonable costs, and damage awards incurred by the Assistant City Attorney as a result of any

malpractice action brought against him by any person as a result of his performance of duties pursuant to his Appointment. To the fullest extent permitted by law, the City of Flint shall defend, pay on behalf of, indemnify and hold harmless the Assistant City Attorney against any and all claims, demands, suits, or losses, including, but not limited to, civil rights actions, and providing for all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Assistant City Attorney by reason of any injuries or damages including losses that may arise as a result of his acts, omissions, faults or negligence in connection with the performance of the terms of his appointment. The City of Flint shall provide appropriate insurance coverage, although, the full indemnification of the Assistant City Attorney as articulated above shall not be in any way limited by the insurance coverage chosen by the City of Flint.

7. **Termination:** The Assistant City Attorney's appointment may be terminated by either party at any time for any reason. The terminating party shall provide such notice as is reasonably necessary to comply with his professional duty under the Model Rules of Professional Conduct to ensure competent representation for the client, the City. If the term of appointment expires prior to reappointment, resignation, or termination by either party, the Assistant City Attorney's appointment is automatically extended on a month-to-month basis for a maximum of six (6) months. It is expressly understood and agreed that there is no right of continued appointment or retention, or expectation by either party that the Assistant City Attorney's appointment will be renewed upon expiration of the stated term.

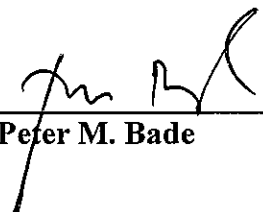
8. **Whole Agreement:** Any additions, deletions or modifications to these terms of appointment must be in writing and signed by both parties. This document, consisting of two (2) pages in its entirety, embodies the entire agreement between the parties hereto.

Dated this 20<sup>th</sup> day of May, 2014.

**APPOINTEE:**

  
\_\_\_\_\_  
David Bruce Roth

**CITY ATTORNEY**

  
\_\_\_\_\_  
Peter M. Bade

**FOR THE CITY:**

  
\_\_\_\_\_  
Darnell Earley, Emergency Manager