

INTERIM CITY MANAGER AGREEMENT

This Interim City Manager Agreement (“Agreement”) is entered into this 17th day of June, 2022, by and between the City of Mangum, a municipal corporation, the Mangum Utility Authority, an Oklahoma Public Trust, (collectively referred to as “City”), both located at 201 N. Oklahoma, Mangum, OK 73554, and Butch Clark.

Section 1. Scope of Work

The City agrees to employ Butch Clark as Interim City Manager to perform the functions and duties specified for the City Manager of the City as set forth in the Charter and Ordinances of the City and to perform all other legally permissible and proper duties and functions

Section 2. Compensation and Benefits

- 2.1.** The City agrees to pay the Employee a monthly fee of \$5,125.00 per month, provide health insurance, allow the Employee to participate in the City’s retirement program, provide the Employee with a business cell phone, and a \$350.00 per month vehicle allowance. Employee will also be entitled to the same liability and workers’ compensation coverage as all other employees of the City. To the extent allowed by Oklahoma law and the Governmental Tort Claims Act, the City will defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of the Employee’s duties.
- 2.2.** The compensation and benefits contemplated under section 2.1 is the entirety of all compensation and benefits the City authorizes to be paid to the Employee.

Section 3. Vacation and Sick Leave

Employee will accrue vacation and sick leave consistent with the City’s policy’s and guidelines governing accrual of each type of leave. The Employee is allowed to keep any leave already accrued prior to accepting this position as Interim City Manager.

Section 4. Term, Termination, and Rights upon Termination

- 4.1.** The term of this Agreement commences at 12:00 pm on June 17, 2022, and continues unless otherwise terminated by this Section.
- 4.2.** This agreement will terminate if any of the following conditions are met:
 - a.** on a date certain upon the hiring of a fulltime City Manager;
 - b.** The Employee resigns;

- c. The Employee is removed by the majority of the governing body during an authorized public meeting.

Section 5. Force Majeure

Neither Party shall be liable or responsible to the other Party for any delay, loss, damage, failure, or inability to perform under this Agreement due to an Event of Force Majeure, provided that the Party claiming failure or inability to perform provides written notice to the other Party within thirty (30) days of the date on which such Party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a Party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

Section 6. Assignment

Neither party may assign this Agreement without prior written consent of the other party. Any proposed assignment in contravention of this Section is void.

Section 7. Choice of Law

The parties agree that this Agreement will be construed and enforced in accordance with Oklahoma Law and that Greer County, Oklahoma, is the proper venue to bring any action to enforce this agreement.

Section 8. Severability

If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement, and the application of this Agreement to other circumstances, shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 9. Amendments

Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated, unless as otherwise provided for herein, except by an instrument in writing signed by an authorized representative of the Party against whom the enforcement of the change, waiver, or termination is sought.

Section 10. Waiver and Remedies

10.1. No Failure or delay by any party to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach, will constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach will affect or alter the remaining terms of this Agreement, but each and every term of this Agreement will continue in full force and effect with respect to any other then existing or subsequent breach.

10.2. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity. Every remedy given by this Agreement may be exercised from time to time and as often as may be deemed expedient by the Party exercising such remedy.

10.3. No clause or statement waives, either expressly or implicitly, any rights or immunities provided by law, including such rights and remedies afforded under the Governmental Tort Claims Act.

Section 11. No Third Party Beneficiaries

There are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claim thereunder, it being intended that solely the Parties hereto shall have rights and may make claims hereunder.

Section 12. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the Parties and transmitted by facsimile or electronic transmission and if so executed and transmitted, shall be effective as if the Parties had delivered and executed original of this Agreement.

Section 13. Acknowledgment

The Parties acknowledge that they have been provided with a copy of this Agreement for review prior to signing it, that they have been given the opportunity to review it prior to signing it, that they have been given the opportunity to have this Agreement reviewed by their respective attorneys prior to signing it, and that they understanding the purpose and effect of this Agreement.

Section 14. Entire Agreement

This Agreement, including any schedules or addendums attached hereto, constitutes the entire agreement between the City and Employee with respect to the subject matter and supersedes all prior agreements and understandings, oral and written, between them with respect to the subject matter of this Agreement. Any representations, promises, guarantees, or statements made by either party in the negotiating or drafting of this agreement that is not included in this Agreement are unenforceable.

Section 15. Notice

All notices or other communications required or permitted to be given in accordance to this Agreement must be in writing and will be deemed to be duly given when delivered in person or two (2) business days after they are mailed prepaid certified

mail, return receipt requested, to the address listed in the introductory paragraph, unless either party has notified the other in writing of a different address.

Executed this ____ day of June, 2022, by:

CITY OF MANGUM
MANGUM UTILITY AUTHORITY

Mayor/Board Chair

Executed and accepted this ____ day of June, 2022, by:

EMPLOYEE

Butch Clark