

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement, made and entered into on this _____, 2023, by and between the City of Norman, Oklahoma, a municipal corporation, the Norman Utilities Authority, the Norman Municipal Authority, the Norman Tax Increment Finance Authority, and the Norman Economic Development Authority, the City of Norman being the sole beneficiary of each Authority (hereinafter collectively called "Employer"), and Darrel Pyle, (hereinafter called "Employee"), both of whom understand and agree as follows:

Section 1: Term

This Agreement shall remain in full force and effect from the Effective Date until terminated by the Employer or Employee as provided in this Agreement subject to sufficient appropriation of funds required under this Agreement for each fiscal year.

Section 2: Duties

- A. Employer employs the Employee as City Manager, to perform the duties specified in the City of Norman Charter, Code of Ordinances, policies, and in the laws of the State of Oklahoma and the United States, and to perform other legally permissible and proper duties, as the Mayor and City Council shall from time to time assign. Upon appointment by the City Council, Employee shall serve as the City Manager "at will" of the Mayor and City Council as approved by the Norman City Charter.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$225,000, payable in installments at the same time that the other employees of Employer are paid.
- B. Qualified Deferred Compensation Account (\$457 Plan) Contribution: Employer shall make contributions as additional salary fifteen percent (15%) per annum of annual base salary into a qualified deferred compensation account (457 Plan), payable in equal installments on each regularly scheduled payroll date.
- C. In addition, consideration shall be given on an annual basis to an increase in compensation dependent on the results of the performance evaluation conducted under the provisions of Section 18 of this Agreement. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

Section 4: Fringe Benefits

- A. The Employer agrees to provide fringe benefits to the Employee in the same manner as set forth in Section 600, Fringe Benefits of the City of Norman Personnel Manual, as may be amended from time to time, unless otherwise provided herein.

- B. The Employer agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee.
- C. The Employer shall pay the amount of premium due for term life insurance in the face amount of \$200,000. The Employer shall own the life insurance policy and the life insurance policy shall be in the name of the Employee and the Employee shall have the right to name the beneficiary of the life insurance policy.

Section 5: Vacation and Sick Leave

- A. Employee shall accrue vacation leave at a rate of 18.67 hours per month (for a maximum of 28 days per year) and sick leave at the same rate as other regular, non-union employees with 16 years of service as set forth in the City's Personnel Manual. Maximum accrual rates of all leave will be subject to the same rules and regulations as other regular, non-union employees with 16 years of service as set forth in the City's Personnel Manual.
- B. In the event the Employee's employment is terminated, either voluntarily or involuntarily by either party, the Employee shall be compensated for all accrued vacation leave and sick leave compensation as provided in Section 702.5 of the City's Personnel Manual.

Section 6: Automobile

The Employer shall provide a fleet vehicle capable of emergency response to City Hall and/or the Emergency Operations and Communications Center in the event of a declaration of emergency systems activation. This fleet vehicle shall be available to Employee while the Employee is on duty or on call. Employee shall maintain a valid Oklahoma driver's license.

Section 7: General Business Expenses

- A. Employer agrees to budget and pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the OML Annual Conference, OMMS Conferences and meetings, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- B. Employer also agrees to budget and pay for reasonable distance learning programs, and travel and subsistence expenses of Employees for short courses, institutes, and seminars that are necessary for the Employee's professional development and maintenance of any of the Employee's required continuing education obligations and for the good of the Employer.

- C. Employer recognizes that certain expenses of a non-personal but job related nature will be incurred by Employee, and agrees to reimburse or to pay for those general expenses. These expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. These expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The Finance Director is authorized to disburse moneys to pay these expenses upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- D. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, to the extent Employer does so for the City Manager or other Council appointees or senior managers, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.
- E. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee a mobile phone for the Employee to perform Employee's duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer.

Section 8. Involuntary Termination

- A. For the purpose of this agreement, involuntary termination shall occur when:
 - 1. The majority of the governing body votes to terminate the Employee in accordance with Article VIII of the City Charter at a properly posted and duly authorized meeting of the governing body.
 - 2. If the Employer or citizens act to amend any provisions of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government or the duties of the Employee, the Employee shall have the right to declare that such amendments constitute termination.
 - 3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee in an amount in excess of ten percent (10%) of the monetary value, such action shall constitute a breach of this agreement and will be regarded as a termination.
 - 4. If the Employee resigns at the request of the Employer, whether formal or informal, then the Employee may declare a termination as of the date of the request.
 - 5. In those situations where a breach of contract can be cured, breach of contract

declared by either party will be subject to a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 16.

- B. The Employer may terminate the Employee with or without good cause at any time.
- C. Employer must pay severance as described below to the Employee when employment is involuntarily terminated, unless the basis for involuntarily termination is conviction of a crime which constitutes moral turpitude; commitment of material professional misconduct by Employee, the object of which is Employee's direct or indirect financial gain; or a long term physical or mental inability of Employee to perform the duties and functions of the position.
 - 1. Employer shall provide a minimum severance payment equal to all amounts then due and owing to the Employee, including payments for accrued and unused leave as provided in Section 6.B. above, plus twelve (12) month's salary at the then current rate of pay, less customary payroll deductions. This severance shall be paid in lump sum or in a continuation of compensation on the existing biweekly basis, at the Employee's option.
 - 2. For a period of one year following termination, the Employer shall pay the cost to continue the following benefits:
 - i. Health, wellness and dental insurance for the employee and all dependents as provided in Section 5(A), after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
 - ii. Life insurance as provided in Section 5(C).
 - iii. Short-term and long-term disability as provided in Section 5(B).
 - iv. Any other available benefits to which the Employee is entitled under this Agreement.
 - 3. The termination and severance of Employee shall be in accordance with a "Separation Agreement" agreed to by Employer and Employee which shall include a full release by Employee of Employer and all present or former City Council members, Trustees, officers, agents, servants, attorneys or employees of Employer.

Section 9: Resignation

Nothing in this Agreement shall prevent, limit or interfere with the right of the Employee to

resign at anytime. In the event the Employee desires to resign employment, the Employee shall give written notice to the Employer at least thirty (30) days prior to separation. The Employer shall have no obligation to pay Employee any further compensation after the expiration of the notice period. Upon the effective date of resignation, the Employer shall pay to the Employee all accrued leave to which Employee is entitled under this Agreement. Failure to give the required thirty-day notice constitutes a waiver and forfeiture of pay for all accrued leave.

Upon the separation of the employment relationship under Section 9 or 10, the Employee agrees to return to Employer all access codes, keys, passwords, documents, files, records, computers, printers, work product and other materials coming into Employee's possession as an employee of Employer.

Section 10: Hours of Work

The Employee acknowledges the proper performance of the duties of the Employee will require the Employee to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the Employee's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the Employer intends that reasonable time off be permitted the Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the Employee.

The Employee will devote full time and effort to the performance of the Employee's duties, and shall remain in the exclusive employ of the Employer during the term of this Agreement, unless otherwise provided herein. The Employer encourages the Employee to accept invitations to speaking engagements, writing or other opportunities to communicate with the community, subject to the rules regarding confidentiality and attorney client privilege to make use of and share data and information with relevant persons and groups, and encourages the Employee to participate in pertinent seminars, groups, associations and organizations, as well as in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Employee to perform the Employee's Duties.

Section 11. Ethical Commitments

Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the governing body, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to undertake any of the aforementioned activities. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on

a basis other than fairness, impartiality and merit.

Section 12. Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with the Employee's responsibilities under this Agreement. Any outside consulting or business opportunities shall be subject to prior approval by the Employer and must comply with Article VIII, Section 4 of the Norman Charter.

Section 13: Indemnification

In addition to any requirement of Federal, State or Local Law, and to the extent permitted by law, Employer shall indemnify, defend, and hold Employee harmless against any and all claims (even if the allegations are without merit) or judgments for damages or injunctive relief arising from, related to, or connected with any tort, professional liability claim or demand or any other claim, whether civil, criminal, administrative, arbitrate or investigative, arising out of any alleged act or omission by Employee occurring in the performance of Employee's duties or resulting from the exercise of judgment or discretion by Employee in connection with the performance of his or her duties or responsibilities, unless the act or omission involved willful or wanton misconduct or acts taken outside the course and scope of Employee's duties for the Employer. In the event that the provision of legal representation by Employer may reasonably present a legal conflict of interest, the Employee may request independent legal representation at Employer's expense, and Employer may not unreasonably withhold approval of such request subject to an agreement between Employer and outside legal counsel on an hourly rate of compensation and other terms and conditions of the representation. Legal representation provided by Employer for Employee shall extend until a final unappealable determination of the legal action. In the event independent legal representation is provided to the Employee, any settlement of any claim against Employee may not be made without prior approval of the Employer. Employee recognizes that Employer shall have the right to compromise any claim against Employee for which Employer is providing the defense.

Section 14: Other Terms and Conditions of Employment

The Employer, upon agreement with Employee, may fix other terms and conditions of employment, as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with any provisions of law.

The Employer understands that in addition to approving this Agreement and any modifications thereof, it must also adopt an ordinance fixing the compensation of the City Manager. Failure to do so will constitute a breach of this agreement.

Section 15: Notices

Notice pursuant to this Agreement may be given by personal service, by email, by nationally recognized courier, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

Employer: City of Norman
Attn: Mayor
201 W. Gray Street
Norman, OK 73069

Employee: Darrel Pyle
Address as maintained in employee records

Notice shall be deemed given as of the date of personal service or email, as of the date of delivery by courier, or as the date five days after the date of deposit in the custody of the United States Postal Service.

Section 16: General Provisions

- A. Merger. This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement.
- B. Amendments. The Employer and Employee by mutual written agreement may amend this agreement. Such amendments shall be incorporated into and made a part of this agreement.
- C. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.
- D. Jurisdiction. This Agreement shall be governed by the laws of the State of Oklahoma, and the venue of any action under this Agreement shall lie with the District Court of Cleveland County or the United States District Court for the Western District of Oklahoma.
- E. Severability. If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon agreement by the parties, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 17. Performance Evaluation

- A. Employer should annually review the performance of the Employee subject to a process,

form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

- B. The evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- C. In the event the Employer determines that the evaluation instrument, format and/or procedure are to be modified by the Employer, such modifications shall be adopted by the Employer at least three (3) months before being used to evaluate the Employee's performance.
- D. Annually, the Employer and the Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the Employer's organization in the attainment of the Employer's policy objectives, and the Employer and the Employee shall further establish a relative priority among those various goals and objectives to be reduced to writing. The annual performance reviews and evaluations shall be reasonably related to the Employee's written job description and shall be based, in whole or in part, on goals for the Employee's performance that are jointly developed and adopted by the Employer and the Employee.

Section 18: Effective Date of Agreement

This Agreement shall be effective on the later of the date both parties have fully executed the Agreement and the corresponding Compensation Ordinance (O-2223-51) is effective.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

EMPLOYER

By: _____
Mayor Larry Heikkila, City of Norman

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this ___ day of _____, 2023.

Kathryn Walker, City Attorney/General Counsel

EMPLOYEE

By: _____
Darrel L. Pyle