

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the CITY OF STILLWATER, OKLAHOMA, a municipal corporation, hereinafter called "Employer", as party of the first part, and NORMAN MCNICKLE, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to enter into an employment agreement with Employee to serve as City Manager of the City of Stillwater, Oklahoma as provided by the City Charter, City Code and Ordinances and applicable Oklahoma Statutes; and

WHEREAS, it is the desire of the City Council, acting on behalf of said City, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and (3) to provide a just means for terminating Employee's services at such time as Employer may desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as City Manager of the City of Stillwater, Oklahoma; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Employer hereby agrees to employ said Employee as City Manager of said City to perform functions and duties specified in the City Charter, City Code and Ordinances, and applicable Oklahoma Statutes, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2: Term

A. This Agreement shall become effective on July 1, 2017 and shall remain in effect until June 30, 2018 and is subject to renewal on an annual basis upon the mutual consent of the Employer and Employee.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at

any time, subject only to the provisions set forth in Sections “4” and “6” of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section “5” of this Agreement.

D. The salary, benefits and compensation provided herein shall be prorated commensurate with the length of term provided in this Agreement.

Section 3: Discipline of Employee

Notwithstanding Section “4”, Employer may, for cause, discipline Employee at any time during the Agreement in accordance with written policy. Discipline shall include, but not be limited to: verbal reprimands, written reprimands and suspension. Prior to subjecting Employee to discipline, Employee shall be provided with the reasons supporting the discipline and an adequate opportunity to discuss the discipline with the City Council. All information related to discipline of Employee, including any related discussion with or without Employee, shall be kept confidential to the extent allowed by applicable state law.

Section 4: Termination and Severance Pay

In the event Employee is terminated by the City Council and Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee cash payment(s) equal to Employee's aggregate salary and benefits for the remaining term of this Agreement, or six (6) months, whichever period is longer; provided, however, that in the event Employee is terminated because of his conviction of any illegal act involving personal gain to him, then in that event, Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph. For purposes of this section only, Employee will be deemed terminated if he resigns after being asked to do so by at least three (3) members of the City Council while meeting in a properly called executive session. This provision does not limit the ability of Employer and Employee to negotiate a different severance package and may be waived in writing by both parties.

Section 5: Resignation

In the event employee voluntarily resigns his position with Employer, then Employee shall give Employer at least forty-five (45) days advance written notice, unless the parties otherwise agree.

Section 6: Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of

four (4) successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4.

Section 7: Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$160,000.00, payable in installments at the same time as the other management employees of the Employer are paid. Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the City Council may determine that it is desirable to do so on the basis of an annual performance review as provided for in Section "8" and annual salary review of said Employee made at the same time as similar consideration is given other employees generally.

Section 8: Performance Evaluation

A. The City Council shall review and evaluate the performance of the employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed by Employer with input from the Employee. Said criteria may be added to or deleted from as the City Council may from time to time determine in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the City Council and provide an adequate opportunity for the Employee to discuss his evaluation with the City Council.

B. Annually, the City Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. The City Council and Employee may discuss and modify these goals and objectives from time to time as conditions require.

C. In effecting the provisions of this Section, the City Council and Employee mutually agree to abide by the provisions of applicable law.

Section 9: Outside Activities

Employee shall not engage in professional activities unrelated to the business of the Employer without the prior approval of the City Council, subject to City Charter or State Statute.

Section 10: Vacation, Sick, and Military Leave

Employee shall accrue, and have credited to his personal account, vacation and sick leave at the same rate as other general employees of Employer, commensurate with his previous tenure with the City as of March 1, 2016.

Section 11: Disability, Health, and Life Insurance

A. Employer agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, major medical, and dependent's coverage group insurance covering Employee and his dependents in accordance with City policy for other employees.

B. Employer agrees to provide hospitalization, surgical and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other employees of Employer, or, in the event no such plan exists, to provide same for Employee.

Section 12: Automobile, Telephone Allowance

Employer shall provide employee with a vehicle for City business and necessary travel to and from his home. Employer shall also provide Employee a cellular telephone for City business and incidental personal use.

Section 13: Retirement

Employee shall receive the standard City of Stillwater non-union employee retirement benefit. Vesting and accrual of said benefit shall be based on Employee's length of tenure with the City as of March 1, 2016.

Section 14: Professional Dues, Development

Employer shall pay Employee's annual City Manager's Association of Oklahoma (CMAO) and International City Manager's Association (ICMA) membership dues. Employer further agrees to pay all of Employees attendance costs for CMAO events and the ICMA Annual Meeting.

Section 15: Other Terms and Conditions of Employment

A. The City Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, City Code and Ordinances, State Statutes, or any other law.

B. All provisions of the City Charter and code, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

Section 16: No Reduction of Benefits

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

Section 17: General Provisions

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. Notices provided to either party pursuant to this Agreement shall be provided in writing.

IN WITNESS WHEREOF, the City of Stillwater, Oklahoma has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

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CITY OF STILLWATER, OKLAHOMA
a municipal corporation

GINA J. NOBLE, MAYOR

ATTEST:

ELIZABETH CHRZ, CITY CLERK

EMPLOYEE

NORMAN MCNCKLE