EMPLOYMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____ _____ by and between the City of Norman, Oklahoma, a municipal corporation and (hereinafter "City") and Mr. Darrel Pyle (hereinafter "Mr. Pyle").

WHEREAS, the City desires to employ Mr. Pyle as City Manager; and

WHEREAS, the City and Mr. Pyle desire to make provision for Mr. Pyle's duties, compensation, benefits, and other conditions of employment; and

WHEREAS, Mr. Pyle desires to accept employment as City Manager for the City of Norman.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. **Duties**. The City agrees to employ Mr. Pyle as City Manager, to perform the duties specified in the City of Norman Charter, Code of Ordinances and policies and in the laws of the State of Oklahoma and of 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, Mr. Pyle shall serve as City Manager "at will" of the Mayor and City Council as provided by the Norman City Charter.

2. **Term**. This Agreement shall be effective on the date first written above and shall continue in effect until either the City or Mr. Pyle shall give notice of termination, subject to rights described herein.

3. **Modification or Changes to this Agreement**. This Agreement shall remain in full force and effect until modified by the parties. Any modification of the terms of this Agreement must have the concurrence of a majority of the entire City Council, be in writing and be executed by the Mayor and Mr. Pyle.

4. **Salary**. (a) The City shall pay Mr. Pyle a starting annual base salary of $170,000, payable in accordance with the normal payroll policy

and practices of the City. (b) In addition to the annual base salary, the City will contribute as additional salary thirteen percent (13%) per annum of the annual base salary into a qualified deferred compensation account (§457 Plan), payable in equal installments on each regularly scheduled payroll date. (c) In addition, there will be a $5,000 payment upon Mr. Pyle signing this employment agreement.

5. **Organizational Goals, Performance Evaluation and Merit Consideration.** The Mayor and City Council will conduct an organizational goals setting session with Mr. Pyle, as City Manager, within three months of appointment. Mr. Pyle will receive an informal performance review by the Mayor and City Council nine months after appointment, and a formal performance evaluation on the twelve month anniversary date of his employment, with subsequent annual reviews thereafter. Merit consideration for salary increases will be provided at least once each year of employment, or more often if the City Council so indicates. Salary increases, if given, will be based upon satisfactory or better performance during each year of employment. Review and evaluations shall be in accordance with specific criteria developed jointly by the City and Mr. Pyle. Said criteria may be added to or deleted from as the Council may from time to time determine with Mr. Pyle. Pay performance may be in the form of increases in the base salary or bonuses.

6. **Car Allowance.** The City shall pay Mr. Pyle a car allowance of $230.77 on each regularly scheduled payroll date ($6,000 annualized) payable in accordance with normal payroll policy and practices of the City subject to annual review.

7. **Vacation Accrual & Sick Leave.** The City will provide Mr. Pyle with the equivalent of ten (10) days vacation leave and twelve (12) days sick leave on the first day of employment. Mr. Pyle shall then accrue additional 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 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.

8. **Employee Benefits**. The City shall provide other standard employee benefits for medical, dental, life insurance, and retirement upon the commencement of employment, without any applicable disqualifying waiting period. The City's group Term Life Insurance will be provided in the amount of $100,000. In addition, the City will pay the premium cost to provide Term Life Insurance coverage in the amount of $100,000 with a private carrier, provided that the premium cost for the private carrier coverage does not exceed the premium cost for additional $100,000 coverage through the City's group Term Life Insurance Plan.

9. **Hours of Work, Dues, Subscriptions and Expenses**. Mr. Pyle's hours of work, dues, subscriptions, professional development, memberships and general expenses shall be in accordance with the guidelines of City's policies unless inconsistent with the provisions of this Agreement. The City shall pay fees and travel expenses for a minimum of one (1) annual state and one (1) annual national conferences, regional meetings, etc. The City shall also pay Mr. Pyle's organizational dues for two (2) national, one (1) regional and one (1) state professional association. The City shall also pay civic organization dues for the Norman Rotary or similar civic organization with allowance for regular meeting expenses associated with the membership. The City will pay $46.15 on each regularly scheduled payroll date towards the personal cellular phone of Mr. Pyle. General expenses for such activities shall be in accordance with budgetary/fiscal guidelines approved annually by the City Council.

10. **Residency, Relocation, Housing Allowance and Related Expenses.** Mr. Pyle shall establish and maintain personal permanent residency within the corporate boundaries of the City of Norman within six (6) months after his appointment and at all times thereafter during his period of employment. The City agrees to reimburse Mr. Pyle or pay vendors for the cost of moving to the City of Norman standard and customary expenses, including packing, transport, storage, insurance, and unpacking of normal household goods and personal effects after submitting three (3) bids to the City and mutual selection of the lowest qualified and capable bidder; requests for reimbursement or payment shall be supported by receipt or invoice in accordance with City policy.

11. **Severance Pay**. In the event the City Council terminates Mr. Pyle's employment as City Manager pursuant to paragraph 15 hereinafter, after the execution of this Agreement, while he is willing and able to perform the duties of said position, the City shall compensate Mr. Pyle in an amount equal to six (6) months salary, plus one (1) additional month for each year of service up to a maximum of twelve (12) months, shall continue to pay the City's portion of Mr. Pyle's medical and dental insurance, and life insurance, plus accrued vacation and sick leave buyout in accordance with City policies, all accruals and severance payment to be determined and liquidated as of the date of Mr. Pyle's separation from the City's service. The City may remove Mr. Pyle and terminate his employment with the City pursuant to the provisions of the Charter of the City without liability for severance pay pursuant to this paragraph, if: a. Mr. Pyle is convicted of crime which constitutes moral turpitude; or b. Mr. Pyle commits material professional misconduct, the object of which is his direct or indirect financial gain.

12. **Notice of Resignation.** If Mr. Pyle voluntarily resigns his position as City Manager, he shall provide the City Council with a minimum of thirty (30) days written notice, in advance, unless such notice is waived, in writing, by the Mayor. Upon his voluntary resignation, Mr. Pyle shall not receive severance pay.

13. **Reporting Date**. Mr. Pyle shall report for employment and assume his duties as City Manager of Norman after official appointment and execution of this Employment Agreement on July 15, 2019.

14. **Terms of Agreement to Govern.** This Agreement constitutes the entire understanding and agreement of the parties and shall govern the terms of Mr. Pyle's employment with the City. This Agreement supersedes all negotiations or previous agreements between the parties. This Agreement shall be governed by such charter, ordinances, rules/regulations and policies established by the City Council unless otherwise specifically provided herein.

15. **Acknowledgement of At-Will Employment**. Mr. Pyle acknowledges that he is an "at-will" employee and that this Employment Agreement may be terminated by the City with thirty (30) days written notice, at

the discretion of the Mayor and City Council as provided by the Norman City Charter.

16. **Resolution of Disputes.** The parties agree to first attempt to resolve any disputes or obtain needed clarification arising out of the interpretation of this Agreement through mutual discussion.

17. **Indemnification.** To the maximum extent permitted by law, the City agrees to defend, indemnify, and hold harmless Mr. Pyle against any and all claims, demands, suits, actions or proceedings of any kind or nature, including reasonable attorney fees he incurs, arising out of the good faith performance by Mr. Pyle of his duties and responsibilities as City Manager, provided Mr. Pyle's performance is not contrary to established ordinances, resolutions, policies and reasonable standards of conduct adopted by the City Council.

18. **Severance of Terms of Agreement.** Invalidation of any part of this Agreement by judgment or court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

19. **Law of Oklahoma to Govern.** This Agreement shall be construed according to the laws of the State of Oklahoma, without giving effect to the conflict of law provisions thereof.

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

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CITY OF NORMAN

Attest:

Lynne Miller, Mayor

Brenda Hall, City Clerk

Approved as to form and legality this 3 day of June, 2019.

Kathryn L. Walker, Interim City Attorney

JUNE 3, 2019

Mr. Darrel Pyle

ACKNOWLEDGEMENT

ON THIS _____ day of _____, 2019, personally appeared Darrel Pyle, known to me to be the person who executed the within Employment Agreement and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public Signature

Printed or Typed Name

My Commission Expires: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Tulare)

On 6/3/19 before me, Roxanne Yoder, Notary Public__, personally appeared Darrel Pyle who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ROXANNE YODER
Notary Public - California
Tulare County
Commission # 2186952
My Comm. Expires Apr 14, 2021