

SEPARATION AGREEMENT

This Separation Agreement ("Separation Agreement") is entered on this ___ day of August, 2018, by and between Mr. Steven D. Lewis (hereinafter referred to as the "City Manager") and the City Council of Norman, Oklahoma (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the City Manager has been employed by the City from August 13, 2007 through the present pursuant to a written Employment Agreement that has been amended from time to time since; and

WHEREAS, the City and the City Manager mutually desire to terminate the Employment Agreement effective on or before October 31, 2018 ("Date of Separation"); and

WHEREAS, the City desires to honor the severance provisions of the Employment Agreement while accepting the City Manager's resignation; and

WHEREAS, the City and City Manager desire to fully resolve any and all differences that have or may arise between the City and City Manager;

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and performances herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. SEVERANCE PAY AND OTHER COMPENSATION TO CITY MANAGER.

1.1 Consistent with the Employment Agreement as amended, City shall pay City Manager as severance pay the sum of \$154,774.58 ("Severance Pay"). The Severance Pay consists of the following:

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|----|-------------------------------|--|
| a. | Base Salary: | Six months totaling \$85,000; |
| b. | Earned and Unused Vacation: | 470 hours totaling \$38,413.46; |
| c. | Earned and Unused Sick Leave: | 20% of 934 hours totaling \$15,211.12; |
| d. | Car Allowance: | Six months totaling \$4,500; |
| e. | Cell Phone Allowance: | Six months totaling \$600; and |
| f. | Deferred Compensation: | Six months totaling \$11,050. |

1.2 Items a-e of Severance Pay (totaling \$143,724.58) shall be paid directly to City Manager, minus applicable withholdings, on or before the next regular pay day after the Date of Separation. Deferred Compensation (item "f") shall be paid into the City Manager's deferred compensation account (§457 plan) on the same date as the other items consisting of Severance Pay is paid directly to City Manager. Pursuant to paragraph 11 of the Employment Agreement, City will continue to pay the City's portion of the City Manager's medical and dental insurance

and life insurance for the six months following the resignation, or until April 30, 2019.

1.3 City expressly agrees not to contest any claim for unemployment benefits initiated by City Manager.

2. CITY MANAGER'S DUTIES UNTIL SEPARATION.

2.1 The City Manager shall continue to serve as the City Manager pursuant to the Employment Agreement until separation. The Date of Separation will be no later than October 31, 2018. However, City Manager may end his employment with the City prior to October 31, 2018 with no less than 30 days written notice. The City may waive the notice requirement.

2.2 The City shall continue to pay City Manager the salary and benefits pursuant to the Employment Agreement and the most recent addendum until the date of Separation.

2.3 The City understands that the City Manager may need to be away from the City from time to time between the date of the Separation Agreement and the Date of Separation as he seeks new employment. City Manager will provide City with at least 24 hour notice of any period he will need to be away from the City.

2.3 Any payment to City Manager pursuant to paragraph 2.2 shall be in addition to the Severance Pay.

2.4 The compensation payable to the City Manager pursuant to paragraph 2.2 shall be made at the same time and the same manner as the regular City payroll and other applicable procedures.

2.5 The City Manager will assist and cooperate in the defense of any claims, demands, and lawsuits that have or may arise from matters in which he was involved during this employment. Should the City Manager be named as a party defendant in any litigation arising from matters in which he was involved during the course of his employment, the City will provide him a defense and indemnify him and will hold him harmless.

3. MUTUAL RELEASE.

3.1 As a material inducement to the City and City Manager to enter into this Separation Agreement, the City and City Manager knowingly and voluntarily hereby irrevocably and unconditionally release, acquit, and forever discharge the other from any and all of the following:

3.1.1 Except for the payments described in Paragraphs 1.1, 1.2 and 2.2 of this Separation Agreement, City Manager releases City and City releases City Manager of all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses of

any nature whatsoever, including costs and attorney fees, whether known or unknown, that they have or may have as of the date of execution of this Separation Agreement against each other (each of which is a "Claim"). This Release shall apply to any and all Claims up to and including the date of execution of this Separation Agreement, whether arising from contract, tort, common law, Oklahoma or Federal Constitutional or statutory law or regulations, including but not limited to any Claim arising out of or related in any way to City Manager's employment, conditions of employment or termination thereof, any City personnel practice, policy, or procedure; any claim for salary, wages, severance pay, vacation pay, sick pay, bonuses, overtime, any reduction in pay or change in rate of pay, and any other compensation or benefit of any nature or kind; any claim regarding statements or representations to or about City Manager; or any other wrong, injury or loss suffered or allegedly suffered by City or City Manager.

3.1.2 In addition to the general Claims described above, the foregoing Release specifically includes, but is not limited to any alleged violation of the Age Discrimination in Employment Act (29 U.S.C. § 626 *et seq.*); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*); the Family and Medical Leave Act of 1993 (29 U.S.C. § 2601 *et seq.*); Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000(e) *et seq.*); the Oklahoma Anti-Discrimination Act, 25 O.S. §§ 1101 *et seq.*; the Equal Pay Act, 42 U.S.C. §§ 1981-1988; the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 *et seq.*); the Consolidated Omnibus Budget Reconciliation Act (29 U.S.C. § 1161 *et seq.*) ("COBRA"); the Occupational Safety and Health Act (29 U.S.C. § 651 *et seq.*); the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*); any amendments to any of the foregoing statutes, or under any other federal, Oklahoma or local law (whether Constitutional, statutory, by regulation, ordinance, or other).

3.1.3 This Release shall apply to any Claim the City or City Manager now has, owns, or holds, or claims to have, own, or hold, or which the City or City Manager at any time heretofore had, owned, or held, or claimed to have, own, or hold, or which the City or City Manager at any time hereafter may have, own, or hold, or claim to have, own, or hold, arising prior to the date of execution of this Separation Agreement.

3.1.4 The City and City Manager affirm that they have not instituted any legal action or filed any claim, grievance, charge, or complaint with any person, entity, or authority, against the other, that is currently pending in any forum or form. In the event that any such claim, grievance, charge, complaint, or legal action exists, City or City Manager agree they shall immediately seek the dismissal of such Claim, and in any event shall not be entitled to recover any damages or relief therefrom, including costs and attorneys' fees.

4. ATTORNEY FEES AND COSTS. Each party shall be responsible for payment of their own attorney fees and costs incurred.

5. CITY'S COMMUNICATION REGARDING CITY MANAGER

The City affirmatively agrees that any inquiry about City Manager's employment and/or tenure with the City will be referred directly to Mayor Lynne Miller. The City, officers, agents,

employees, officials and council members, except as provided for in this section, shall not be permitted to communicate with any person or entity regarding City Manager concerning any matter, including, but not limited to, City Manager's past performance, reasons for separation, opinions of City Manager and/or anything at all to do with City Manager. For purposes of this prohibition, "communications" include, but are not limited to oral, written, electronic, social media, web site postings or any other form of communication involving or regarding City Manager. If Mayor Miller is no longer serving in the capacity of Mayor, or is otherwise unavailable to respond to any such inquiry from a third party within a reasonable amount of time, then the responsibility of communicating with a third party regarding City Manager shall be delegated to the Director of Human Resources. The Director of Human Resources shall be limited to providing only the following information:

Steve Lewis was employed as the City Manager of the City of Norman from August 13, 2007, until he resigned effective October 31, 2018. During his tenure, Mr. Lewis performed his duties consistent with the City of Norman Charter, Code of Ordinances and policies and consistent with the laws of the State of Oklahoma and of the United States. Mr. Lewis managed efforts that resulted in voter approval of several initiatives, including significant investment in the community's infrastructure and public safety. In 2015, Mr. Lewis worked with community groups to bring NORMAN FORWARD into reality with improvements for parks, libraries and sports facilities. His work in these and other areas resultant in a more than 10% population growth during his tenure from 110,000 to 122,500. Mr. Lewis resigned on good terms with the City of Norman and the City wishes him well in his future endeavors.

6. **DRAFTING.** The agreements contained herein shall not be construed in favor of or against the other party but shall be construed as if both parties prepared this Separation Agreement.

7. **ENTIRE AGREEMENT.** This Separation Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings among the parties hereto pertaining to the subject matter hereof and can be modified only by a subsequent written agreement signed by the parties. Each party agrees that no person has made any additional promises to the other, and neither expects to receive anything more than what is reflected in this Separation Agreement, pursuant to the conditions outlined herein. This Separation Agreement shall be binding on the parties, their heirs, successors, agents and assigns.

8. **GOVERNING LAW.** This Separation Agreement and any dispute arising hereunder will be governed by Oklahoma law.

9. **SECTION HEADINGS.** Section headings are used herein for the convenience of reference and shall not affect the meaning of any provisions in this Separation Agreement.

10. **ARMS-LENGTH NEGOTIATION.**

10.1 The parties acknowledge this Separation Agreement was a product of arms-length negotiations. They further acknowledge that they have fully reviewed this Separation Agreement, including the Release provided herein, and that they fully understand all terms.


10.2 CITY MANAGER ACKNOWLEDGES HE HAS BEEN ADVISED HE MAY CONSIDER THIS SEPARATION AGREEMENT AND RELEASE FOR UP TO TWENTY-ONE DAYS. CITY MANAGER MAY REVOKE HIS AGREEMENT WITH THIS RELEASE WITHIN SEVEN (7) DAYS OF THE DATE OF EXECUTION OF THE SEPARATION AGREEMENT.

HAVING ELECTED TO EXECUTE THIS SEPARATION AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THEREBY THE BENEFITS OF THIS SEPARATION AGREEMENT INCLUDING BUT NOT LIMITED TO THE SUMS SET FORTH IN PARAGRAPH 1 ABOVE, CITY MANAGER FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SEPARATION AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST THE CITY.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Separation Agreement on the day and year first above written.

**PLEASE READ CAREFULLY. THIS SEPARATION AGREEMENT INCLUDES A
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed this _____ day of August, 2018.




Steven D. Lewis (City Manager)

Approved by the Council of the City of Norman this ___ day of August, 2018.

City Clerk

Mayor

Approved as to form and legality this 10 day of August, 2018.



City Attorney