

EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF NORMAN, OKLAHOMA
AND
MARY RUPP, INTERIM CITY MANAGER

This Agreement, made and entered into on this ____ day of September, 2018, by and between the City of Norman, Oklahoma, a municipal corporation, (hereinafter called "Employer") and Mary Rupp, (hereinafter called "Employee") an individual who has education, training and experience in local government management and who is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

This Agreement shall remain in full force and effect from September____, 2018, until terminated as set forth in Section 5 herein.

Section 2: Duties and Authority

Employer agrees to employ Mary Rupp 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 other legally permissible and proper duties and functions, including providing assistance to the Council and staff in the hiring of a permanent, full time City Manager.

Section 3: Compensation

Employer agrees to pay Employee a salary of \$9,800.00 per month which is payable and due at the same time other management employees of the Employer are paid, plus reasonable travel and lodging expenses, as approved by the Mayor. No additional administrative fee normally payable to Oklahoma Municipal Management Services, (OMMS) shall be charged as set forth in Attachment 1, Letter of Understanding. Employee acknowledges that health insurance and retirement benefits will not be provided. A city vehicle or mileage reimbursement for use of a personal vehicle when necessary in the performance of city duties shall be allowed in the same manner as provided to other employees,. Employee shall be provided the same liability protection as afforded under the Oklahoma Governmental Tort Claims Act, and workers compensation coverage as is provided for other employees of the City. To the extent allowed by Oklahoma law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of Employee's duties.

Section 8: General Provisions

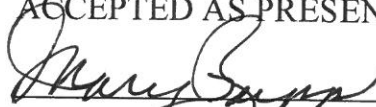
- A. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written examination may amend any provision of this Agreement during the life of the Agreement. Such amendment shall be incorporated and made a part of this Agreement.
- B. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. The invalidity or partial invalidity of any part of this Agreement will not affect the validity or any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Executed and approved this ____ day of September, 2018

CITY OF NORMAN, OKLAHOMA

Lynne Miller, Mayor

ACCEPTED AS PRESENTED:



Mary Rupp, Employee

ATTEST AND SEAL:

Brenda Hall, City Clerk

OKLAHOMA MUNICIPAL MANAGEMENT SERVICES

Accepted and approved by the Oklahoma Municipal Management Services.

Steven C. Whitlock, Executive Director

ATTACHMENT 1

September 18, 2018

Steven C. Whitlock
OMMS Executive Director
3650 S. Boulevard
Edmond, OK 73013

City of Norman
P.O. Box 370
Norman, OK 73070

Mary Rupp
19150 Knob Hill
Perry, OK 73077

RE: Letter of Understanding between OMMS and the City of Norman concerning the engagement of an Interim City Manager

This Letter of Understanding is made and entered into on September ____, 2018 by and between Oklahoma Municipal Management Services (OMMS), the City of Norman and Mary Rupp, for the City of Norman, Oklahoma.

OMMS agrees to provide certain services, including but not limited to consultation and recommendations to the City of Norman concerning the engagement of an Interim City Manager. The selected Interim City Manager will be an employee of the City of Norman based on terms agreed upon between the selected Interim City Manager and the City of Norman. The City of Norman agrees to become a member of OMMS and pay a \$0.00 monthly administrative fee for OMMS services during the term of the Interim City Manager.

OMMS will confirm that the Interim City Manager has provided all known past municipal employers and work history with those municipalities. OMMS has not engaged in any other verification process. OMMS has not screened drug use, administered a medical exam or conducted a criminal background or credit check. You should conduct such additional reference inquiries of previous employers or verify such other items as you deem appropriate for the position.

Although OMMS strives to provide the most qualified Interim City Manager for your municipality and provide any assistance to that Interim City Manager and the municipality, OMMS cannot warrant the quality, performance, or fitness of the candidate.

OMMS encourages the City of Norman to communicate any issues or concerns with the Interim City Manager in the hopes that OMMS may assist in resolving those issues in a timely and amicable manner.

In the event, that any term in this Letter of Understanding conflict with terms in the agreement between the selected Interim City Manager and the City of Norman, the terms in the Letter of Understanding shall govern.

IN WITNESS WHEREOF, OMMS and the City of Norman have executed and delivered this Letter of Understanding effective as of the day and year written below.

INTERIM CITY MANAGER

Mary Rupp, Interim City Manager

Date

CITY OF NORMAN, OKLAHOMA

Lynn Miller, Mayor

Date

ATTEST AND SEAL:

Brenda Hall, City Clerk

Date

OMMS

Steven C. Whitlock, Executive Director

Date