

**CITY MANAGER
EMPLOYMENT AGREEMENT**

This agreement is made and entered into this 8th day of March, 2017, by and between the City of Chickasha, a Municipal Corporation of the State of Oklahoma, and the Chickasha Municipal Authority, a Public Trust Authority, whose sole beneficiary is the City of Chickasha (hereinafter referred to as “Chickasha”) and John Noblitt (hereinafter referred to as “Noblitt”).

WHEREAS Chickasha is desirous of employing Noblitt to fill the position of City Manager for Chickasha, beginning not later than the 24th day of April, 2017; and

WHEREAS Chickasha approved the employment of Noblitt as City Manager at a special City Council Meeting of March 8, 2017; and

WHEREAS Chickasha and Noblitt believe that an Employment Agreement negotiated between Chickasha, on behalf of the City and Noblitt can be mutually beneficial to Chickasha, Noblitt and the Citizens of Chickasha; and

WHEREAS Chickasha and Noblitt believe that this City Manager Employment Agreement can strengthen the City Council – City Manager relationship by enhancing the excellence and continuity of the management of Chickasha for the benefit and on behalf of the Citizens of Chickasha; and

WHEREAS Chickasha desires to employ Noblitt upon the terms and conditions herein set forth and Noblitt desires to accept such employment.

NOW THEREFORE Chickasha and Noblitt, for and in consideration of the terms, conditions and provisions hereinafter established enter into the following agreement, to wit:

1. EMPLOYMENT

1.1 Scope of Duties: Chickasha employs Noblitt and Noblitt accepts employment, to render services and duties to and for Chickasha as the Chickasha City Manager. Noblitt shall render those services and duties provided for under and pursuant to Article 5 of the Charter of the City of Chickasha, Oklahoma, the Ordinances of the City of Chickasha, Oklahoma, under the applicable laws of the State of Oklahoma, any other duties of the City Manager established by Charter and such other duties and services as may be delegated to Noblitt by Chickasha. Further, Noblitt shall comply with all State and Federal law, all City policies, rules, regulations and ordinances as they now exist or may hereinafter be amended. All duties assigned to Noblitt by Chickasha shall be appropriate to and consistent with the professional role and responsibility of the City Manager position. Noblitt shall perform the City Manager’s duties with reasonable care, diligence, skill and expertise.

1.2 Duties: In addition to the duties set forth in Paragraph 1.1 above the Council does hereby employ Noblitt as City Manager to perform the City Manager’s

Duties in accordance with and pursuant to all applicable laws and authorities and each of the following duties to the full extent not prohibited by or in material conflict with any existing provisions of the Chickasha City Charter or application laws and authorities:

- a. Employ, on behalf of the Chickasha, all employees of Chickasha with the exception of the City Treasurer.
- b. Direct, assign, reassign and evaluate all of the employees of Chickasha with the exception of the City Treasurer.
- c. Organize, reorganize and arrange the staff of Chickasha.
- d. Develop and establish internal regulations, rules, and procedures which Noblitt deems necessary for the efficient and effective operation of Chickasha.
- e. Accept all resignations of employees of Chickasha, with the exception of the City Treasurer and City Manager, which must be directed to the City Council of Chickasha.

1.3 Reassignment: Noblitt cannot be reassigned from the position of City Manager to another position without Noblitt's prior express written consent.

1.4 Criticisms, Complaints and Suggestions: Chickasha, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the City Council's attention to Noblitt for study and/or appropriate recommendation or action, and Noblitt shall refer any such matters to the appropriate Chickasha employee who shall investigate such matters and Noblitt shall inform the Chickasha City Council of the results of such efforts.

1.5 Indemnification: To the extent it may be permitted by applicable law, Chickasha does hereby agree to defend, hold harmless, and indemnify Noblitt from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Noblitt in Noblitt's individual or official capacity as an employee and as City Manager of Chickasha, providing the incident or incidents, which are the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from any act or omission of Noblitt, as an employee or City Manager of Chickasha, while acting within the course and scope of Noblitt's employment with Chickasha; excluding, however, any such demands, claims, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of actions where it is determined that Noblitt committed official misconduct, or committed a willful or wrongful act or omission, or any act or omission constituting gross negligence, or acted in bad faith, or Noblitt's actions were outside Noblitt's duties and responsibilities as City Manager; and excluding any costs, fees, expenses or damages that would be recoverable or payable under any insurance contract, held either by Chickasha or by Noblitt. The selection of Noblitt's legal counsel shall be

with the agreement and consent of Chickasha, except where such legal defense is provided through the insurance contract and coverage, in which case the legal counsel will be selected pursuant to the terms of any applicable insurance contract. To the extent this Paragraph 1.5 exceeds the authority provided and limitation imposed by Oklahoma Law, it shall be construed and modified accordingly. The provisions of this Paragraph 1.5 shall survive the termination, expiration or other end of this agreement and/or the employment of Noblitt with Chickasha.

1.6 Appropriation: Chickasha agrees to provide, set aside and encumber, and does hereby appropriate, set aside, and encumber available and otherwise unappropriated funds of Chickasha in an amount sufficient to fund and pay for the financial obligations of Chickasha pursuant to this agreement.

1.7 Hours of Work: Noblitt acknowledges the proper performance of the City Manager's Duties require the City Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Noblitt agrees to devote such additional time as is necessary for the full and proper performance of the City Manger's Duties and the compensation herein provided includes compensation for the performance of all such services. However, Chickasha intends that reasonable time off be permitted the City Manager, such as is customary for a City Manager so long as the time off does not interfere with the normal conduct of the office of the City Manager. Noblitt will devote full time and effort to the performance of the City Manager's Duties and shall remain in the exclusive employ of Chickasha during the term of this agreement.

2. COMPENSATION AND BENEFITS: Noblitt shall have and receive as his compensation and benefits for his services as City Manager for Chickasha the following, to wit:

2.1 Salary: A salary of One Hundred Thirty Thousand Dollars (\$130,000.00) per annum, beginning on the date that Noblitt begins full time employment and assumes the responsibilities of City Manager of Chickasha. The parties agree that this payment of salary shall be paid at the same payroll period intervals as other City Employees who receive their compensation checks, and said salary shall be paid net of any applicable withholding or other deductions required by applicable laws and authorities.

2.2 Salary Review and Adjustments: At any time, Chickasha may, in its discretion, review and adjust the salary of Noblitt, but in no event shall Noblitt be paid less than the salary set forth in Paragraph 2.1 of this agreement, except by mutual agreement and consent of both parties. Chickasha agrees to review the salary of Noblitt at the end of the first year of employment of Noblitt under this agreement and Chickasha may adjust the salary of Noblitt accordingly. Any adjustment to the salary of Noblitt as City Manager shall be made only by a majority vote of the City Council of Chickasha. At any time the salary of Noblitt is adjusted under this agreement the parties agree to execute a new or amended agreement incorporating the adjusted salary.

2.3 Paid Leaves – Vacation, Sick Leave, Personal Leave, and Holidays: Noblitt shall receive and accrue four (4) weeks of vacation per year during this agreement, the vacation leave to be in a single period or at different times as scheduled. Chickasha shall bank two (2) weeks of vacation for Noblitt at the time Noblitt begins full time employment and assumes responsibilities of City Manager of Chickasha. The vacation leave taken by Noblitt will be taken at such time or times as will least interfere with performance of Noblitt's duties as City Manager. Noblitt shall also be granted the same sick leave, personal leave and holidays as are authorized by Chickasha for its other employees. Chickasha will bank two (2) weeks of sick leave for Noblitt at the time Noblitt begins full time employment and assumes responsibilities of City Manager of Chickasha. Noblitt will also be allowed the same legal holidays as provided by Chickasha for other employees.

2.4 Benefits – General: Unless expressly provided otherwise in this agreement, in addition to those benefits specifically set forth herein, Noblitt shall be entitled to the same benefits that are enjoyed by other employees of Chickasha pursuant to applicable laws, authorities and the personnel policies of Chickasha.

2.5 Health Insurance: Chickasha agrees to pay the premiums for health, hospitalization and comprehensive medical insurance for Noblitt pursuant to the group health insurance plan provided by and paid for by Chickasha for its other employees.

2.6 Retirement Contributions: Chickasha agrees to pay and contribute to the OMRF retirement fund defined contribution plan on behalf of Noblitt at the same rate established for Chickasha firefighters, which are at this time a 14% contribution by the employer and an 8% contribution by the employee. It is agreed by the parties that said contribution shall be computed upon the base salary paid to Noblitt as set forth in paragraph 2.1 herein, and shall include contributions for any adjustments in salary that may be given in the future under this agreement. Upon termination of the employment agreement, Noblitt agrees to assume the liability for any cost of maintaining his retirement account.

2.7 Expenses: Chickasha shall pay or reimburse Noblitt for reasonable expenses incurred by Noblitt in the performance of the City Manager's duties under this agreement. The City agrees to pay the actual and incidental costs incurred by Noblitt for travel. Such actual and incidental costs may include, but are not limited to hotels and accommodations, meals, rental car, fuel for rental car, and other expenses incurred by Noblitt in the performance of the business of Chickasha. Noblitt shall comply with all procedures and documentation requirements in accordance with applicable laws, authorities and the policies of Chickasha. Furthermore, Chickasha shall obtain and provide to Noblitt a credit card issued in the name of the City of Chickasha with Noblitt being an authorized signatory on said card for the purpose of allowing Noblitt to use said credit card to purchase items that Noblitt has the authority to purchase in the performance of his duties and services as City Manager under this agreement.

2.8 Bonds: Chickasha shall bear the cost of any fidelity bonds or other bonds, if any, required of Noblitt in the performance of his duties as City Manager required by law or ordinance.

2.9 Civic Activities: Noblitt is encouraged to participate in community and civic organizations and activities in Chickasha. The costs of such activities shall be borne by Chickasha.

2.10 Automobile Allowance: Chickasha shall pay Noblitt an automobile allowance in the sum of Five Hundred Dollars (\$500.00) per month, which payment is in lieu of mileage expense reimbursement, gasoline and any other vehicle upkeep or charges associated with travel to destinations. This allowance shall be paid in addition to the salary set forth in paragraph 2.1 of this agreement.

2.11 Mobile Telephone Allowance: Chickasha will provide Noblitt with a mobile telephone which shall be owned and maintained by City of Chickasha and assigned to Noblitt for his professional use in his capacity as City Manager.

2.12 Laptop Computer and Internet Service: Chickasha shall provide Noblitt with a laptop computer which shall be owned and maintained by Chickasha and shall provide internet service (DSL, broadband or similar speed) for Noblitt's professional use as City Manager, at the sole cost and expense of Chickasha.

2.13 Moving and Relocation Expense Allowance: In connection with the cost of necessary relocation of the Manager and Manager's family to Chickasha, Oklahoma, Chickasha shall pay as a moving and relocation expense allowance the sum of Five Thousand Dollars (\$5,000.00). The moving and relocation expense allowance is paid in lieu of any other compensation or reimbursement for Noblitt's cost and expense of moving Noblitt, his family and belongings to Chickasha, Oklahoma. The moving and relocation expense allowance provided for in this paragraph shall be paid and approved by Chickasha at the City Council Meeting immediately following receipt of documentation from Noblitt evidencing that he has entered into a purchase agreement or rental agreement for a residence located in the City of Chickasha.

2.14 Residence Requirement: Noblitt shall have six (6) months from the date of this agreement to establish residency in the City of Chickasha, and he shall thereafter reside within the city limits of the City of Chickasha at all times during the term of this agreement.

2.15 Professional Dues and Subscriptions: After prior approval of the City Council, Chickasha agrees to budget for and pay for professional dues and subscriptions of Noblitt necessary for continuation and full participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the good of Chickasha through Noblitt's continued professional participation, growth and advancement.

2.16 Professional Development Travel: After prior approval of the City Council, Chickasha agrees to budget for and to pay for travel and expenses of Noblitt for professional and official travel and meetings to adequately continue the professional development of Noblitt and to pursue necessary official functions for Chickasha, including but not limited to the ICMA Annual Conference, the Oklahoma Municipal League, the City Manager's Association of Oklahoma, and such other national, regional, state and local governmental groups and committees in which Noblitt is a member.

2.17 Professional Continuing Education: After prior approval of the City Council, Chickasha agrees to budget for and pay for travel and expenses of Noblitt for short courses, institutes, and seminars that necessary and/or desirable for the good of Chickasha through Noblitt's professional development.

3. TERMINATION OF AGREEMENT

3.1 Right to Terminate by Chickasha: Notwithstanding the provisions of any other part of this agreement to the contrary Chickasha and Noblitt understand and agree that this agreement shall be for an indefinite term and that Chickasha may terminate this agreement at any time pursuant to the provisions of the City Charter of the City of Chickasha, the ordinances of the City of Chickasha and state law. Chickasha and Noblitt further understand and agree that Noblitt serves as City Manager of Chickasha at the pleasure of the majority of the whole number of City Council Members and five affirmative votes of City Council Members may terminate this agreement and Noblitt's position as City Manager at any time.

3.2 Termination Events: This agreement shall terminate upon any of the following events:

- a. Mutual agreement of Chickasha and Noblitt in writing and signed by both parties; or
- b. Retirement or Death of Noblitt; or
- c. Termination of Noblitt for "good cause" (as defined by paragraph 3.3 below); or
- d. Termination of Noblitt at the pleasure of Chickasha by a majority of the City Council of Chickasha for other than "good cause" (as defined in paragraph 3.4 below).

3.3 "Good Cause": For purposes of this agreement the term "good cause" is defined as follows:

- a. Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any of the provisions of this agreement, or any willful, knowing, grossly negligent, or of negligent breach, disregard or habitual

neglect of any duty or obligation required to be performed by Noblitt under this agreement or under the City Charter and Ordinances of Chickasha and/or the laws of the State of Oklahoma or the United States of America.

b. Any misconduct of Noblitt involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of traffic laws, whether or not related to Noblitt's official duties as City Manager.

c. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, directly or indirectly, by Noblitt of any public or other funds or other property, real, personal, or mixed, owned by or entrusted to Chickasha, any public trust authority of Chickasha, an agency or corporation of Chickasha or Noblitt in his official capacity and duties as City Manager.

d. Any physical illness or disability of Noblitt that prevents him from performing or being able to perform his duties as City Manager for a period of time in excess of Ninety (90) consecutive days.

e. In the event of a termination of Noblitt for any grounds set forth in paragraph 3.2, subparagraphs (a), (b) or (c) Noblitt shall have no right to receive any severance pay as set forth in this agreement or to receive any other benefits set forth within this agreement. In the event of a termination as set forth within this paragraph, Noblitt will be entitled to receive any accrued but unused vacation days, computed on an hourly basis determined by dividing Noblitt's then current base annual salary divided by 2080 hours. In addition Noblitt shall receive any accrued but unpaid prorated salary from the date of the last payroll check issued to Noblitt up to and including his date of termination.

3.4 Termination of Noblitt at the Pleasure of Chickasha by a Majority of the City Council of Chickasha for Other than "good cause" as Set Out in Paragraph 3.2(d) Above: Chickasha and Noblitt agree that the City Council of Chickasha may at its pleasure and without any cause terminate this agreement and terminate Noblitt as City Manager at any time by a majority vote of five (5) members of the City Council of Chickasha as provided for in paragraph 3.1 of this agreement and Article 5 of the Chickasha City Charter. In the event that Chickasha terminates this agreement and Noblitt as City Manager under the provisions of paragraph 3.2(d) above Noblitt shall be entitled to receive a severance payment in an amount equal to (a) the amount of six (6) months of Noblitt's then current base salary at the time of termination as set forth in paragraph 2.1 above, plus (b) any accrued but unused vacation days, computed on an hourly basis determined by dividing Noblitt's then current annual base salary by 2080 hours, plus (c) the sum of six (6) months premium payments for health insurance benefits paid by Chickasha as provided in paragraph 2.5 above or until Noblitt obtains other full time employment and coverage through a group health insurance plan from a new employer, whichever time frame is shorter. In addition to the severance payment set forth within this paragraph, Noblitt shall also receive any accrued but unpaid salary prorated from the date of his last payroll check up to and including his date of termination. In the event of a termination under this

paragraph 3.4, the parties agree not to make disparaging comments or statement about the other party, provided that nothing herein is intended or shall prohibit Chickasha from making any disclosures required under the Oklahoma Open Records Act or any other state or federal law requiring disclosure of the same or pursuant to any court order requiring the same. Chickasha and Noblitt further agree that the severance payment to be made under this paragraph 3.4 may be paid at the sole option of Chickasha either in a lump sum payment within ten (10) days of the date of termination of Noblitt as City Manager or at the sole option of Chickasha may be paid monthly on the tenth (10th) day each month for a six (6) month period, beginning on the 10th day of the month following the termination of Noblitt as City Manager with the exception of the payments made for the six (6) months of health insurance. The payments to be made for six (6) months health insurance shall be made on a monthly basis for six (6) months or until terminated as set forth within this paragraph 3.4.

4. General Provisions

4.1 Assignment Prohibited: This agreement is personal in nature to each of the parties hereto and neither Chickasha nor Noblitt may assign or otherwise delegate any of the rights, duties or obligations hereunder to any third party.

4.2 Complete Agreement and Amendments to Agreement: This agreement sets forth and establishes the entire understanding between Chickasha and Noblitt relating to the employment of Noblitt as City Manager by Chickasha. Any prior discussions or representations either in writing or verbally by and between the parties are merged into this agreement and rendered as null and void by this agreement. The parties by mutual written signed agreement may amend any provision of this agreement during the term of this agreement and any such amendments shall be incorporated and made a part of this agreement.

4.3 Binding Effect: This agreement shall be binding on Chickasha and Noblitt as well as the heirs, executors, assigns, personal representatives, and successors in interest to each of the respective parties hereto.

4.4 Savings Clause: If any term or provision of this agreement is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this agreement or the validity or enforceability of the agreement.

4.5 Conflicts with Law: In the event of any conflict which occurs between the terms, conditions and provisions of this agreement and applicable law, then, unless otherwise prohibited by law, the terms of this agreement shall take precedence over and control over the contrary provisions of the applicable law.

4.6 Controlling Law and Venue: This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma. The

