

EMPLOYMENT AGREEMENT

Agreement made on this _____ day of _____, 2009, between the City of Clinton, Oklahoma, a municipal corporation, hereinafter referred to as ACITY@, and Grayson Bottom, hereinafter referred to as AMANAGER@.

Recitals:

WHEREAS, the CITY desires to employ a professional MANAGER; and

WHEREAS, MANAGER is qualified through training and experience to provide the professional services; and

WHEREAS, the CITY has offered MANAGER employment in the capacity of City Manager, for such compensation, benefits and under the terms and conditions set forth below, and MANAGER is willing to accept employment on such terms.

NOW THEREFORE for and in consideration of the above, it is mutually agreed as follows:

Section I: Employment and Duties.

- A. The CITY hereby employs MANAGER and MANAGER accepts such employment, with the understanding that he shall use his best full time professional effort as MANAGER of the CITY.
- B. MANAGER agrees to perform said duties on an as needed, i.e., in a manner that is customary to the profession, including but not limited to, budgetary and fiscal responsibility, department oversight and supervision, community relations, and at all times to exercise the appropriate degree of professional care, to keep the Mayor and Council informed, and to effectively manage all city departments, and employees.
- C. MANAGER also understands and agrees that the City Council shall have the power to determine, from time to time, the specific duties to be performed by MANAGER, and the general manner by which those duties shall be performed. MANAGER shall report directly to the City Council and serve at the pleasure of the Council. In furtherance thereof MANAGER understands and agrees that the City Council intends and expects to meet with MANAGER at least quarterly to receive the MANAGERS status report on his administrative accomplishments and recommendations and to candidly discuss and evaluate the same from the standpoint of the Council=s goals and concerns at the discretion of the Council.

- D. MANAGER shall devote his full working professional time and attention to the management to the City of Clinton, Oklahoma, and he shall not, without the written consent of the CITY, directly or indirectly render services of a professional nature to or for any other person, firm or entity for compensation, or engage in any practice or professional endeavor that compromises the interest of the CITY. However, the expenditure of reasonable time and resources for civic, community, political or professional activities shall not be deemed a breach of this provision and is expected.
- E. MANAGER shall reside within the corporate limits of the City of Clinton, Oklahoma.

Section II: Term.

- A. The CITY and MANAGER agree that this contract shall be for an indefinite term and shall renew automatically, subject to the provisions herein after recited.

Section III: Compensation and Benefits.

- A. Salary: For all services rendered by MANAGER under this agreement, CITY shall pay MANAGER \$87,550.00 for the period from January 1, 2009 to December 31, 2009, payable in the same manner as is customary for other City employees.
- B. For all service rendered by Manager under this agreement, CITY shall pay MANAGER \$93,050.00 for the period from January 1, 2010 to December 31, 2010, payable in the same manner as is customary for other City employees.
- C. For all service rendered by MANAGER under this agreement, CITY shall pay MANAGER \$93,050.00 for the period from January 1, 2011 to December 31, 2011, provided there shall be an adjustment for the current Consumer Price Index, payable in the same manner as is customary for other City employees.
- D. For all service rendered by MANAGER under this agreement, CITY shall pay MANAGER a salary that will remain the same as the salary for 2011 for the period from January 1, 2012 to June 30, 2012, provided there shall be an adjustment for the current Consumer Price Index, payable in the same manner as is customary for other City employees.
- E. Car Allowance: The CITY shall pay to MANAGER in addition to his salary the sum of \$500.00 per month for MANAGERS auto expenses

within the local area. The local area being defined as Custer and Washita Counties. Travel outside of the local area will be reimbursed according to the Travel Policy as set forth in the employee manual. Said MANAGER shall maintain insurance on the vehicle in compliance with Oklahoma Law in a sum not less than 250/500.

- F. Vacation: MANAGER shall be entitled to a paid vacation each year, which will accrue at the same rate and manner as is customary for other City employees. Such vacation time shall be effectively coordinated with the City Council and City Departments to ensure effective management of the CITY during MANAGERS vacation.
- G. Sick Leave: MANAGER shall be entitled to accrue sick leave in the manner customary and routinely extended to other City employees.
- H. Insurance: MANAGER shall be entitled to insurance coverage, including health and life, in the same manner and fashion customary to other City employees, subject to the provision for continuation stated in paragraph B above. Provided, however, CITY shall pay both MANAGERS and his dependents health insurance.
- I. Retirement: In addition to the CITY=s normal retirement contributions for the MANAGER, the CITY shall contribute additional funds, if necessary, to the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan, as amended March 3, 2009, for said MANAGER.
- J. Travel and Business Expenses: The CITY shall compensate MANAGER for all reasonable travel and business expenditures of MANAGER in accordance with the general personnel policies of the CITY including but not limited to the payment of professional associations dues, membership fees and expenses in civic organizations, one annual international City Management Association Conference or another appropriate national meeting, and appropriate State professional conferences all subject to the prior approval of the CITY.
- K. Indemnification: The CITY shall maintain a comprehensive general liability, errors and omissions and general liability policy which protects MANAGER from any and all claims associated with the reasonable performance of MANAGERS duties.

Section IV:

- A. Termination or Suspension: CITY may terminate this contract at any time pursuant to the provisions of the ordinances of the CITY.

- B. Without Cause: If this Contract or MANAGER=S employment is terminated by the CITY, without cause, as hereafter provided, or MANAGER is asked to resign by a majority vote of the City Council, MANAGER shall be given a minimum of six (6) months severance pay/consulting fee based upon the then stated annual salary and in addition to said severance pay during said six (6) month period MANAGER and his spouse shall be entitled to an extension of benefits for up to six (6) months, in accordance with the CITYS Personnel Rules and Regulations, including health insurance coverage. Provided however, that during said six (6) month period MANAGER shall be required to use his best effort to find and accept new employment and upon beginning the same said severance pay including benefits shall terminate.

- C. With Cause: If MANAGER is terminated with cause, which shall include but not be limited to malfeasance or gross misfeasance in the performance of his duties, the commission of any illegal act involving personal gain or of a crime against the CITY, or State, the CITY shall have no obligation to pay or provide severance/consulting pay as stated in Section III, paragraph A above, or any other compensation or benefits except as may be required under State and Federal Law.

- D. Resignation: In the event MANAGER voluntarily resigns his position with the CITY, then MANAGER shall give the CITY ninety (90) days notice in advance, unless the parties otherwise agree, and in such event MANAGER shall not be entitled to any severance pay or continuation of benefits as provided above.

- E. Suspension: An affirmative vote of a majority of the Council may suspend MANAGER from his duties as MANAGER with full pay and benefits at any time during the term of this Agreement.

Dated this _____ day of _____, 2009.

CITY OF CLINTON, OKLAHOMA,
A Municipal Corporation

BY ALLEN BRYSON, Mayor

CITY CLERK

GRAYSON BOTTOM