

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 19 day of November 2024, by and between the City of Bethany, Oklahoma, a municipal corporation, and Bethany Public Works Authority, a public trust, Bethany Development Authority and Bethany Hospital Trust, hereinafter collectively called "City," and Elizabeth Gray hereinafter called "Manager," both of whom understand as follows:

WITNESS:

WHEREAS, City desires to formalize the employment agreement of Elizabeth Gray, as City Manager of the City of Bethany pursuant to Section 3-1 of the Bethany City Charter, and as Manager of the City Trust Authorities.

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Manager.

WHEREAS, the Council wishes to retain the services of the Manager and to provide an inducement for her to remain in such employment.

WHEREAS, it is the desire of the Council to make possible full work productivity and the exercise of professional judgment by assuring the Manager's morale and peace of mind with respect to future security.

WHEREAS, it is prudent to establish, in advance, a just means for terminating the Manager's service at such time as she may be unable fully to discharge her duties or when City may otherwise desire to terminate her employment; and

WHEREAS, the Manager desires employment as City Manager of the City of Bethany.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. DUTIES.

The Council hereby agrees to employ Elizabeth Gray as City Manager of the City to perform the functions and duties specified in the Charter and Ordinances of said City, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2. TERM.

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Manager at any time and without cause as provided in Section 3-1 of the charter of the City of Bethany, subject only to the provisions for severance pay set forth in Section 9 of this agreement. Nothing in this agreement is intended to create any right for continued employment of Manager, and Manager is an "at will" employee.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Manager to resign at any time from her position with City by providing 60 days written notice to City.

C. Pursuant to Section 3-1 of the Charter of the City of Bethany, the Manager is appointed to indefinite term. The terms of this agreement shall be effective from the date this agreement is approved, until June 30, 2025. In the event written notice is not given by either party to the

other at least six months prior to the above date, then this agreement shall be automatically extended on the same terms and conditions for an additional period of one (1) year. This agreement shall continue thereafter for successive one (1) year periods unless City gives at least six (6) months written notice to the other party that the parties does not wish to extend this agreement for an additional one (1) year term. This paragraph is not intended to, and nothing in this agreement shall, be construed to fix a definite term of employment for the Manager.

Section 3. SALARY.

The City agrees to pay an annual base salary to the Manger for her services rendered, to be determined by the City, payable in installments at the same time as other employees of the City of Bethany are paid, currently being \$148,720. In addition, the City agrees to adjust the base salary and/or other benefits of the manager by 4% after October 31 of each year.

Section 4. RETIREMENT.

The City agrees to provide plans through the Oklahoma Municipal Retirement Fund. The first plan to be the same Defined Benefit Plan provided to non-uniformed employees. The City agrees to contribute an amount equal to the percentage the City contributes for non-uniformed employees. The City agrees to also contribute to a CMO plan for Manager in an amount equal to the highest contribution rate for covered uniformed employee group less the amount paid to the Defined Benefit Plan for general employees.

Section 5. PERFORMANCE EVALUATION.

Annually, the Council and the Manager may define performance objectives which they determine necessary for the proper operation of the City in the attainment of the council's policy goals. The Council and the Manager may further establish a relative priority among the objectives, and the same may generally be attainable within the time limitations as specified and the appropriations of the operating and/or capital budgets.

A. The Council may review and evaluate the performance of the Manager when it deems appropriate. The evaluation should assess the accomplishment of performance objectives and provide feedback and guidance for the Manager with respect to future performance.

B. Any evaluation conducted by the Council, including those identified in parts A and B above, shall be conducted in a confidential manner as authorized by state law.

Section 6. OUTSIDE EMPLOYMENT.

During the term of this agreement and any extensions, the Manager shall be a full-time City Manager. The Manager agrees to remain in the exclusive employment of the City until this agreement is terminated and not to work in the employment of another employer earlier than the date of termination. City Manager may teach, write or consult on the manager's own time.

Section 7. COMPENSATORY TIME OFF.

It is recognized that the Manager must devote a great deal of time outside normal office hours to the business of the City, and to that end she is authorized to take reasonable amounts of compensatory time off during normal office hours.

Section 8. VACATION, SICK, AND MISCELLANEOUS PAID LEAVE AND OTHER BENEFITS.

The City agrees to provide insurance (including but not limited to employee and dependent health, dental, vision, and life coverage), opportunity for participation in any cafeteria plan, 401-K type plan or other related plans, longevity pay, appropriate safety equipment, vehicle mileage reimbursement for all business related travel outside of the city limits, educational incentives, disability pay, holiday leave, family and medical leave, personal vacation leave, sick leave benefits, and other benefits in the same manner as such are provided to other general employees of the City, except as otherwise provided herein. With respect to leave, no payment in lieu of leave will be made under any circumstances except as permitted under Section 9. City shall provide Manager with appropriate iPad, computer, and cell phone for business use. The City shall pay \$500/month as a car allowance. The Manager shall for purposes of calculating benefits under section 5.1 of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan Joinder Agreement executed on December 5, 2023 shall not have any early retirement reduction applied.

Section 9. TERMINATION, SEVERANCE BENEFIT AND RESIGNATION.

- A. In the event the Council wishes to terminate the Manager for cause before the expiration of this agreement or any extension thereof and during a time that the Manager is willing to perform her duties under this agreement, then the City shall:
1. Give a sixty-day written notice of its intent to terminate the Manager's services for cause and provide the City Manager not less than twenty business days to provide a written response prior to any final Council action.
 2. The Council may meet and confer with the Manager to discuss the notice and response.
 3. If the Manager's employment is terminated as authorized by state law, the Manager is entitled to severance by a lump sum payment of twelve months of salary and twelve months of C.O.B.R.A. premiums. Upon submission of a properly executed claim in the amount of such severance pay, the Council shall approve the claim for payment.
 4. The City Council reserves the right to suspend the City Manager with pay during the term of this agreement.
 5. Upon termination, City shall pay Manager all accrued but unspent vacation and sick leave.
- B. The terms of paragraph A (3) do not apply if the Manager is terminated with cause amounting to criminal activity.
- C. In the event the Council at any time during the term of this agreement or any extension thereof reduces the salary or other financial benefit of the Manager in a greater percentage than an applicable across-the-board reduction for all other employees of the City; or the City Charter of the City of Bethany is amended to delete the Council/Manager form of

government; then the Manager may, at her option, be deemed to be terminated effective at the date of such reduction, change, or action, and shall be entitled to the severance pay of paragraph A. (3) of this Section at the rate of pay in effect prior to the reduction, change, or action. Upon submission of a properly executed claim in the amount of such severance pay, the Council shall approve the claim for payment.

- D. The parties acknowledge that circumstances may arise where, to avoid adverse publicity to the Council or Manager, such as harassment, abuse, or conduct by city council or its members that interferes with the City Manager's authority to administer the daily operations of the city and its trusts, the Manager may tender her resignation from employment conditioned upon the receipt of severance pay as mutually agreed in conference as provided in paragraph A. (2). Should the Council act to accept the conditional resignation, then upon submission of a properly executed claim in the amount of such severance pay, the Council shall approve the claim for payment.
- E. If the Manager becomes permanently or temporarily disabled due to sickness, accident, injury, mental incapacity, or health and is unable to perform her duties, and during such period of disablement the Council chooses to terminate her employment, then the City agrees to pay the Manager for all accrued sick leave and annual leave.
- F. Should the Manager resign before the expiration of this agreement or any extension thereof other than under the conditions of paragraph D of this Section, the Manager shall give the City written notice at least 60 days in advance of the effective date of resignation, unless the parties otherwise agree. No termination payments will be made to Manager upon her resignation except as provided in Paragraph D.

Section 10. GENERAL EXPENSES.

In addition to the base salary and other benefits provided elsewhere in this agreement, the Manager shall be provided the following:

- A. The City shall reimburse Manager for Manager's business expenses of a job-affiliated nature, including but not limited to, entertainment, business, attendance of civic functions, and miscellaneous job-affiliated expenses. If Manager elects to become an active member of a local civic club, such as, Rotary, Lions Club, Kiwanis, or other recognized club, City shall pay dues to said club.
- B. The City shall reimburse Manager for travel and subsistence expenses of the Manager upon submittal of a properly documented claim or purchase order for travel outside of the Bethany City Limits. Mileage will be paid according to IRS standard mileage rates for the current year.
- C. The City will pay relocation expenses for Manager to relocate to the Bethany area from Sand Springs. The payment shall be for actual out of pocket expenses paid to a third party for moving Manger's personal property to the Bethany area but not to exceed \$4,000.00 unless an additional amount is approved by the City Council. Payment will be made to Manager upon her presenting written paid receipts for the relocation expenses.

Section 11. DUES AND SUBSCRIPTIONS.

The City agrees to budget and pay reasonable professional dues and subscriptions of the Manager necessary for her continuation and full participation in national, regional, state, and local associations and organizations desirable for her professional growth and advancement, and for the good of the City. These expenses shall be itemized by the Manager in the annual budget. Typically, these shall include International City Manager's Association, City Manager's Association of Oklahoma, Oklahoma Municipal League, Oklahoma Municipal Management Services, National League of Cities, and the like.

Section 12. PROFESSIONAL DEVELOPMENT.

The City hereby agrees to budget and pay for the travel and subsistence expenses of the Manager, upon submittal of a properly documented claim or purchase order, for reasonable travel to meetings, short courses, institutes, and seminars adequate to continue her professional development, or to attend official functions on behalf of the City. Such occasions shall include, but not be limited to, the annual conference of the International City Management Association and any national, state, and local governmental groups or committees of which the Manager is a member. These expenses shall be itemized by the Manager in the annual budget.

Section 13. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Council, in consultation with the Manager, may fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager. Other fringe benefits and working conditions applicable generally to management employees of the City, as the same now exist or may later be amended, shall also apply to the Manager, except where different benefits and conditions are specifically enumerated within this agreement or are inconsistent with its terms.

As soon as reasonably practical the Manager shall become an actual resident of the City as required by the Charter of the City of Bethany.

The Council shall arrange for the Manager to have access to the records of any other public trust for which the City of Bethany is sole or partial beneficiary, and typically shall have appropriate authority as one of the trustees, a senior administrator, or senior aide and alternate to any Bethany Councilmember who serves on such other public trust.

Section 14. NOTICES.

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: Bethany City Council c/o
City Clerk
PO Box 219
6700 N. W. 36th Street Bethany, Oklahoma 73008

MANAGER :

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MANAGER :


Alternatively, notices may be personally served on the parties. Notice shall be deemed given as of the date of personal service or as of the date of deposit of written notice in the United States Postal Service.

Section 15. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the parties and this agreement can only be amended in writing signed by both parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and personal representative of the Manager.
- C. If any provision, section, or subsection of this agreement shall be held unconstitutional, invalid, or unenforceable for any reason, such holding shall not be construed to impair or invalidate the remainder of this agreement, notwithstanding such holding.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement, the day, month, and year above written.

ATTEST:


CITY CLERK

CITY OF BETHANY, OKLAHOMA

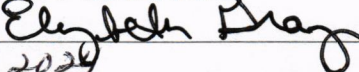

MAYOR



BETHANY PUBLIC WORKS AUTHORITY


CHAIRMAN

CITY MANAGER


CITY MANAGER

Approved as to form and legality on November 19, 2024


CITY ATTORNEY