

## **CITY MANAGER EMPLOYMENT AGREEMENT**

This Agreement is made and entered into this 24th day of October 2023, by and between the City of Lawton, a Municipal Corporation of the State of Oklahoma (hereinafter referred to as "City") and John Ratliff (hereinafter referred to as "Ratliff").

WHEREAS, City desires to retain Ratliff to the position of City Manager of the City, under the authority of Lawton City Charter, Section 3-1, and as General Manager of the Lawton Water Authority; and

WHEREAS, City desires to offer said appointment according to certain specified terms and conditions as hereinafter set forth; and

WHEREAS, Ratliff desires to accept the appointment subject to the terms and conditions specified hereinafter.

NOW THEREFORE City and Ratliff, for and in consideration of the terms, conditions, stipulations, and covenants contained herein, enter into the following Agreement, to wit:

### **1. EMPLOYMENT**

1.1 **Scope of Duties:** City appoints and employs Ratliff and Ratliff accepts such appointment and employment, to render services and perform duties as the Lawton City Manager and General Manager of the Lawton Water Authority. Ratliff shall render and perform those services and duties set forth in the Charter of the City of Lawton, Oklahoma, the Ordinances of the City of Lawton, Oklahoma, under the applicable laws of the State of Oklahoma and United States, and such other lawful duties and services as may be delegated to Ratliff by City. Ratliff shall not engage in any other employment during the term of this Agreement, unless he is specifically authorized to do so by a vote of the council.

1.2 **Standard of Performance:** Ratliff shall dutifully, faithfully and professionally perform all functions and duties of the position of City Manager in his capacity as a contract employee under the supervision of the governing body of the City of Lawton. The City Council will review and evaluate the performance of Ratliff periodically during the term of this Agreement. Generally, reviews will be conducted every month, but may occur either more or less often at the discretion of the Council. The Council shall provide Ratliff notice of the evaluation and a meaningful opportunity to discuss his evaluation with the Council in executive session. The evaluation shall not be subject to release unless required by the Oklahoma Open Records Act.

1.3 **Reassignment:** Ratliff cannot be reassigned from the position of City Manager to another position without Ratliff's prior express written consent. However, if the parties agree, Ratliff could return to the City Attorney's Office to resume duties as a municipal attorney.

1.4 **Appropriation:** City agrees to provide, set aside and encumber, and does hereby appropriate, set aside, and encumber legally available and otherwise unappropriated funds of City in an amount sufficient to fund and pay for the financial obligations of City pursuant to this Agreement. Note, notwithstanding the previous statement, to the extent an obligation under this agreement occurs in a future city fiscal year, said obligation is subject to appropriation of such funds by a future city council. Provided the funds are available, future councils shall, to the extent required under Oklahoma law, honor and abide by the terms contained herein.

1.5 **Hours of Work:** Ratliff 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 and duties outside of normal business hours. Ratliff agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's duties and the compensation herein provided includes compensation for the performance of all such services. However, City 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. Ratliff will devote full time and effort to the performance of the City Manager's duties and shall remain in the exclusive employ of Lawton during the term of this Agreement.

1.6 **Residence Requirement:** Ratliff shall reside within the city limits of the City of Lawton at all times during the term of this Agreement.

## **2. COMPENSATION AND BENEFITS**

During the term of this Agreement the City agrees to provide Ratliff gross salary and benefits as follows:

2.1 **Salary:** A salary of Two Hundred Ten Thousand, Seventeen Dollars and 60/100. (\$210,017.60) per annum, beginning on the date of this Agreement (October 24, 2023). The parties agree that this payment of salary shall be paid at the same payroll period intervals as other general employees of the City and said salary shall be paid net of any applicable withholdings or other deductions required by applicable laws and authorities.

2.2 **Benefits - General:** Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, Ratliff shall be entitled to the same benefits that are afforded general employees of the City pursuant to applicable laws and the personnel policies of Lawton.

### 2.3 **Paid Leaves - Vacation, Sick Leave, Holidays and Flex Holidays:**

#### a. Paid Leaves – Vacation, Sick Leave and Flex Days:

(A) With the exception of vacation leave, Ratliff will accrue leave at the same rate set forth in Chapter 17 of Lawton City Code as a newly hired non-union regular full-time employee with the same start date as Ratliff would otherwise accrue. This will equate to: (1) 96 hours of Sick Leave as set forth in City Code Section 17-1-6-163, (2) paid days off for unrecognized City holidays [currently up to 7 or 8 fixed holidays depending upon which day of the week certain holidays fall on during the year] and (3) Flexible Holiday Leave of up to 40 hours per fiscal year as set forth in City Code Section 17-1-6-162. In the event the above referenced section of Chapter 17 are amended by City Council, any such amendment(s) will also apply to Ratliff.

(B) Concerning vacation leave, Ratliff will accrue 160 hours. The accrual will be at a rate of 6.1539 hours per biweekly payroll period equating to a total of one hundred sixty (160) vacation leave hours per year. The vacation accrual rate set forth in this paragraph will supersede the accrual rate Ratliff would otherwise receive under City Code Section 17-1-6-161; however, the other applicable provisions of Section 17-1-6-161 will still apply.

2.4 **Retirement Contributions:** Ratliff's retirement contribution benefit shall be as follows:

The City provides a defined contribution retirement plan through the Oklahoma Municipal Retirement Fund for its non-union full-time employees hired on or after July 1, 2017. Employees in this plan are required to contribute a minimum percentage (3.5%) of their compensation [as defined in the plan] to the plan. The City also contributes a matching percentage, not to exceed an equivalent of 3.5% of the employee's total covered compensation [as defined by the plan]. Access to the City's contributions is subject to a graduated besting requirement over seven years. Ratliff, as a hired employee hired after July 1, 2017, shall be required to participate in this same defined contribution retirement plan. Ratliff's previous years of service with the City will continue to count towards his vesting years and total years of service.

2.5 **Memberships and Associations:** The City shall pay for Ratliff's membership dues in the City Manager's Association of Oklahoma and ICMA. The City shall also pay for Ratliff's Oklahoma Bar Association Dues.

2.6 **Conferences and Meetings:** To the extent appropriations are provided therefor in the City budget, the City shall pay for registration, travel and/or expenses of Ratliff for professional and official travel and meetings to continue the professional development of Ratliff and in furtherance of necessary official functions in his capacity as City Manager of Lawton, such as attendance at the ICMA Annual Conference, the Oklahoma Municipal League Annual Conference, meetings of the City Manager's Association of Oklahoma, etc.

2.7 **Health Insurance:** Should Ratliff elect coverage, Ratliff will be provided health insurance pursuant to the City's group health insurance plan on the same terms and conditions such coverage is provided to the City's non-union full-time employees.

2.8 **City Vehicle:** Ratliff is authorized to use a city vehicle for work to domicile transportation. Additionally Ratliff is authorized to use said vehicle for limited personal use in and around Lawton, Oklahoma.

## **TERM AND TERMINATION OF AGREEMENT**

3.1 **Term of Agreement and Right to Terminate by Lawton:** Notwithstanding the provisions of any other part of this Agreement to the contrary, the City and Ratliff understand and agree that this Agreement shall be for an indefinite term beginning on or about October 24, 2023, and that the City may terminate this Agreement at any time pursuant to the provisions of the City Charter of the City of Lawton. The City and Ratliff further understand and agree that Ratliff serves as City Manager of Lawton 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 Ratliff'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 the City and Ratliff in writing and signed by both parties; or
- b. Resignation, retirement or death of Ratliff; or
- c. Termination of Ratliff for "good cause" (as defined by paragraph 3.3 below); or
- d. Termination of Ratliff at the pleasure of the City by a majority of the City Council of Lawton 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 ("habitual" being defined herein and hereinafter in this Agreement as occurring on three or more occasions) neglect of any of the provisions of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by Ratliff under this Agreement or under the City Charter and

Ordinances of Lawton and/or the laws of the State of Oklahoma or the United States of America.

- b. Any conviction in a court of competent jurisdiction resulting from misconduct of Ratliff involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of traffic laws, whether or not related to Ratliff's official duties as City Manager.
- c. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, directly or indirectly, by Ratliff of any public or other funds or other property, real, personal, or mixed, owned by or entrusted to Lawton, any public trust authority of Lawton, any agency or other affiliated entity of Lawton.
- d. Any medical condition that prevents Ratliff 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 Ratliff for any grounds set forth in paragraph 3.2, subparagraphs (a), (b) or (c), Ratliff 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, Ratliff will be entitled to receive any accrued but unused vacation days, computed on an hourly basis determined by dividing Ratliff's then current base annual salary divided by 2080 hours. In addition, Ratliff shall receive any accrued but unpaid prorated salary from the date of the last payroll check issued to Ratliff up to and including his date of termination.

#### 3.4 **Termination at the Pleasure of Lawton for Other than "Good Cause":**

The City and Ratliff understand and agree that the City Council of Lawton may at its pleasure and without any cause terminate this Agreement and terminate Ratliff as City Manager at any time by a majority vote of five (5) members of the City Council of Lawton as provided for in paragraph 3.1 of this Agreement and the Lawton City Charter. In the event the City terminates this Agreement and Ratliff as City Manager under the provisions of paragraph 3.2(d) above, Ratliff shall be entitled to receive a severance as follows: (a) if Ratliff is terminated within twelve months (12) of his employment as City Manager, Ratliff shall be entitled to eighteen (18) months of Ratliff's current base salary at the time of termination; (b) if Ratliff is terminated after between twelve (12) months and twenty-four (24) months of service as City Manager, Ratliff shall be entitled to one (1) year of Ratliff's current base salary at the time of termination; and (c) if Ratliff is terminated at or after thirty-six months of service as City Manager, Ratliff shall be entitled to six (6) months of Ratliff's current base salary at the time of termination. Ratliff shall also receive

any accrued but unused vacation days, computed on an hourly basis determined by dividing Ratliff's then current annual base salary by 2080 hours. In addition to the severance set forth within this paragraph, Ratliff shall receive any accrued but unpaid salary prorated from the date of his last payroll check up to and including his date of termination. The City and Ratliff further agree that the severance payment to be made under this paragraph 3.4 may be paid at the sole option of the City either in a lump sum payment within ten (10) days of the date of termination of Ratliff as City Manager or at the sole option of the City may be paid monthly beginning on the 10<sup>th</sup> day of the month following the termination of Ratliff as City Manager.

#### **4. GENERAL PROVISIONS**

4.1 **Complete Agreement and Amendments to Agreement:** This Agreement sets forth and establishes the entire understanding between the City and Ratliff relating to the employment of Ratliff as City Manager by Lawton. 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; i.e. this agreement shall supersede any previous agreements between the parties. 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.

4.2 **Binding Effect:** This Agreement shall be binding on the City and Ratliff as well as the heirs, executors, assigns, personal representatives, and successors in interest to each of the respective parties hereto.

4.3 **Savings Clause:** If any term or provision of this Agreement is declared by a court of competent jurisdiction 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.

4.4 **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 venue of any action filed concerning this Agreement or any provision thereof shall be filed in the district court of Comanche County, State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_ day of November 2023.

CITY OF LAWTON, OKLAHOMA  
a municipal corporation,

BY: \_\_\_\_\_  
STANLEY BOOKER, MAYOR

ATTEST:

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DONALYNN BLAZEK-SCHERLER,  
CITY CLERK

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JOHN RATLIFF,  
CITY MANAGER

Approved as to form and legality this \_\_\_\_ day of November 2023.

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TIMOTHY WILSON,  
INTERIM CITY ATTORNEY