

AMENDMENT TO PERSONAL SERVICES CONTRACT

This Amendment is to the Personal Services Contract (PSC) made between the Oklahoma City Employee Retirement System, hereinafter known as 'ERS' and Michael Truitt, hereinafter known as "TRUITT" on March 11, 2021. A copy of that PSC is attached hereto as Exhibit 1. The parties confirm the agreements made in Exhibit 1, and agree to the following amendments:

In consideration of the mutual covenants and agreements set forth herein, the ERS hereby retains TRUITT as the Retirement System Specialist of the ERS, and TRUITT agrees to serve as Retirement System Specialist of the ERS upon the following terms and conditions:

1. **RETIREMENT PLAN.** The ERS agrees to afford TRUITT the opportunity to participate as a member of the ERS, per Oklahoma City Municipal Code § 40-60' of the Oklahoma City Municipal Code, 2020 as amended. TRUITT and the ERS will contribute to the system in the same manner as The City of Oklahoma City and its employees contribute to the system.
2. **LEAVE BENEFITS.** TRUITT shall accrue sick leave and vacation leave in accordance with Article 700 of the City of Oklahoma City Personnel Policies, adopted on July 18, 2017. Those policies may be amended from time to time. For purposes of leave accrual and leave maximums, TRUITT'S prior service with the City will be considered as consecutive with his ERS service without a break in service.
3. **PERFORMANCE REVIEW.** TRUITT's job performance will be evaluated annually on July 1st by the Retirement System Manager and the Chairman of the Board of Trustees. TRUITT, at the Board's discretion, may be subject to evaluation by the Trustees from time to time.
4. **OBLIGATIONS UPON TERMINATION OF EMPLOYMENT.** Upon termination hereof, the ERS will compensate TRUITT for work performed and documented up to date of termination and TRUITT will submit all documents in his possession pertaining to the services rendered hereunder to the ERS. TRUITT shall be paid in full for any accrued vacation leave balance upon termination. TRUITT will be paid fifty percent (50%) of any accrued sick leave balance, provided that the fifty percent (50%) maximum payment will be reduced two and

one-half percent (2-1/2%) for each year less than twenty (20) years of creditable service, including service time with the City, upon termination pursuant to the procedure outlined in The City of Oklahoma City Personnel Policies. If TRUITT is involuntarily terminated from employment, he shall not be compensated for any accrued sick leave.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the parties hereby covenant and agree with each other this 9th day of May 2024.

“EMPLOYEE”


Michael D. Truitt

“EMPLOYER”

THE OKLAHOMA CITY

RETIREMENT SYSTEM



Chairman

EMPLOYEE

ATTEST:


Secretary

REVIEWED for form and legality


Assistant Municipal Counselor

PERSONAL SERVICES CONTRACT

This Personal Services Contract is made between the Oklahoma City Employee Retirement System, hereinafter known as "ERS" and Michael D. Truitt, hereinafter known as "TRUITT".

In consideration of the mutual covenants and agreements set forth herein, the ERS hereby retains TRUITT as the Retirement System Specialist of the ERS, and TRUITT agrees to serve as Retirement System Specialist of the ERS upon the following terms and conditions:

1. **EMPLOYMENT AT WILL.** TRUITT's employment with ERS is that of an employment at will.
2. **TERM.** The term of this Agreement shall commence on March 19, 2021 and continue until either party serves written notice upon the other of a desire to terminate the Agreement, as further described in Paragraph No. 11 below.
3. **COMPENSATION.** ERS agrees to compensate TRUITT for administrative services performed as the Retirement System Specialist based on the ERS Pay Plan that may be adjusted periodically by the Board of the ERS. TRUITT's initial annual salary shall be divided into an hourly rate and he shall be compensated in the same manner as City employees are compensated per the 2019-2020 ERS Pay Plan attached as Exhibit "A". TRUITT's initial compensation will be set at step 2 range 804 of the 2019-2020 ERS Pay Plan.
4. **WORKERS' COMPENSATION.** The ERS will provide TRUITT with workers' compensation coverage through the State Insurance Fund.
5. **SCOPE OF SERVICES.** TRUITT assumes responsibility for the coordination of activities associated with the administration of the City's retirement and deferred compensation plans. Further, TRUITT will provide administrative support to the ERS, as outlined in the job summary attached hereto as Exhibit "B". TRUITT will also be responsible for any additional assignments as may be required by the Board of the ERS or the Retirement System Manager.
6. **BENEFITS PLAN.** ERS agrees to provide to TRUITT a Benefits Plan comparable to the Benefits Plan provided by The City of Oklahoma City to its management employees as set forth in in Article 700 of the City's Personnel Policies. Said Benefits shall be provided at the ERS's expense during the term of this Agreement. TRUITT will be required to make premium contributions



toward benefits in an amount equal to that required of management employees of The City.

7. **RETIREMENT PLAN.** TRUITT must participate in the System as defined in Section 40-51 of the Oklahoma City Municipal Code, 2010, as amended. Provided there is no break in employment (a period of more than 10 days), TRUITT shall be entitled to bridge any time TRUITT has accumulated in the System as an employee of the City of Oklahoma City. TRUITT, as an employee and ERS as the employer, will contribute to the System in the same manner as The City of Oklahoma City and its employees contribute to the System.

8. **LEAVE BENEFITS.** TRUITT will accrue sick leave and vacation leave in accordance with The City of Oklahoma City Personnel Policies, as those policies may be amended from time to time. Further, in consideration that TRUITT had to terminate his employment with The City in order to take this position, in consideration of his transfer from City employment to the ERS, the ERS agrees to provide TRUITT a one-time advance bank of 80 hours vacation leave.

9. **PERFORMANCE REVIEW.** TRUITT's job performance will be evaluated annually by the Retirement System Manager and Chairman of the Board of Trustees TRUITT, at the Board's discretion, may be subject to evaluation by the Board of Trustees from time to time. The annual performance evaluation shall be performed within 30 days of the anniversary date of the execution of this Agreement.

10. **NO EXTRA WORK CLAUSE.** No claim for extra work or services of any kind or character shall be recognized by or be binding on the ERS unless the work or service is first approved in writing by the Retirement System Manager or by the Chairman of the Board of Trustees.

11. **TERMINATION.** ERS by and through the Retirement System Manager or the Chairman of the Board, may terminate this Agreement, with or without cause, upon thirty (30) days written notice to TRUITT. TRUITT may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the ERS. Except for termination by ERS based upon Section 1203 of Article 1200 of the City of Oklahoma City Personnel Policies it is expected that each party will provide said written notice not less than thirty (30) days prior to date of termination. Termination's based on the reasons set forth in Section 1203 of the City Personnel Policies may be immediate as determined by the Retirement System Manager in consultation with the Chairman of the Board of Trustees and the Municipal Counselor's Office. Such notice shall be deemed to have been received when delivered to:

Michael D. Truitt
420 West Main, Suite 343
Oklahoma City, Oklahoma 73102

Employee Retirement System c/o City Clerk200
North Walker, 2nd Floor
Oklahoma City, Oklahoma 73102

12. **OBLIGATIONS UPON TERMINATION OF EMPLOYMENT.** Upon termination of the Agreement, ERS shall compensate TRUITT for work performed and documented up to date of termination and TRUITT will submit all documents and property of ERS or the City in his possession, including all documents pertaining to the services rendered hereunder to the ERS. TRUITT shall be paid in full for any accrued vacation leave balance upon termination. Unless TRUITT is terminated for a cardinal infraction as set forth in the City's Personnel Policies, he will be paid fifty percent (50%) of any accrued sick leave balance, provided that the fifty percent (50%) maximum payment will be reduced two and one-half percent (2-1/2%) for each year less than twenty (20) years of creditable service upon termination pursuant to the procedure outlined in The City of Oklahoma City personnel policies. If he is terminated for a cardinal infraction he shall not be entitled to be compensated for any accrued sick leave.

13. **OWNERSHIP OF DOCUMENTS, EQUIPMENT AND OTHER MATERIALS.** Documents and other materials or property (including keys, badges, and defender tokens) pertaining to the services rendered hereunder or prepared in connection therewith, are the property of the ERS and will be delivered to the ERS upon termination of this Agreement for whatever reason.

14. **NON-ASSIGNMENT.** This contract may not be assigned.

15. **NATURE OF RELATIONSHIP.** The parties agree that TRUITT is an employee at will of the ERS.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the parties hereby covenant and agree with each other this 11th day of March, 2021.

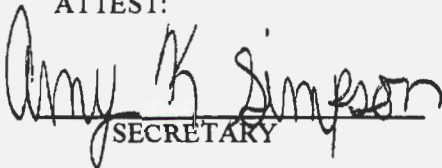
"EMPLOYEE"

By: 
Michael D. Truitt

"EMPLOYER"

THE OKLAHOMA CITY
EMPLOYEE RETIREMENT SYSTEM

ATTEST:


SECRETARY


CHAIRMAN

REVIEWED for form and legality.

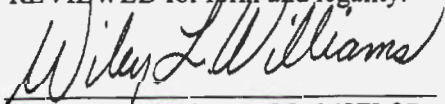

DEPUTY MUNICIPAL COUNSELOR

Exhibit A

PAY PLAN

APPROVED

Oklahoma City Employee Retirement System

PAY GRADES / STEPS

| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 |
|---------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 802 hourly | \$52,321.31 \$25.06 | \$54,219.30 \$25.97 | \$56,180.56 \$26.91 | \$58,226.18 \$27.89 | \$60,356.15 \$28.91 | \$62,486.11 \$29.93 | \$64,742.62 \$31.01 | \$67,020.21 \$32.10 | \$69,445.42 \$33.26 | \$71,912.81 \$34.44 | \$74,506.73 \$35.68 | \$77,206.10 \$36.98 | \$79,968.73 \$38.30 |
| 804 hourly | \$63,603.82 \$30.46 | \$65,881.41 \$31.55 | \$68,306.62 \$32.71 | \$70,774.01 \$33.90 | \$73,304.67 \$35.11 | \$75,940.77 \$36.37 | \$78,703.40 \$37.69 | \$81,487.12 \$39.03 | \$84,460.64 \$40.45 | \$87,518.52 \$41.92 | \$90,660.75 \$43.42 | \$93,866.25 \$44.96 | \$97,303.72 \$46.60 |
| 806 hourly | \$81,191.88 \$38.89 | \$84,144.31 \$40.30 | \$87,117.83 \$41.72 | \$90,238.98 \$43.22 | \$93,507.74 \$44.78 | \$96,903.04 \$46.41 | \$100,319.42 \$48.05 | \$103,967.78 \$49.79 | \$107,700.50 \$51.58 | \$111,601.93 \$53.45 | \$115,566.62 \$55.35 | \$119,742.21 \$57.35 | \$124,065.41 \$59.42 |

Additional

One time stipend in the amount of \$200 for each employee

802 range represents Retirement System Analyst position

804 range represents Retirement System Specialist position (vacant)

806 range represents Retirement System Manager position

Represents pay ranges of 513, 517 and 522 of the Oklahoma City Management, Administrative & Technical Support Pay Plan effective July 1, 2019
approved by City Council January 7, 2020

EXHIBIT B

JOB DESCRIPTION

Oklahoma City Employee Retirement System

RETIREMENT SYSTEM SPECIALIST

Job functions and requirements are listed to provide a descriptive range of the duties to be performed. The listings are not intended to reflect all duties, responsibilities and functions of the job classification.

Job Summary

This position is under the supervision of the Board of Trustees of the Oklahoma City Employee Retirement System (OCERS) and under the direct supervision of the Retirement System Manager. The Retirement System Specialist assists in the administration of OCERS activities associated with retirement and deferred compensation plans as well as represents the System through various committees and meetings. A general knowledge of payroll procedures and employee benefits is required. **Essential job functions include:** representing the OCERS at various boards and committees in absence of the Retirement System Manager; performing research; compiling data; generating reports; preparing, reviewing and processing a variety of retirement calculations utilizing the City's financial and human resource information system; file maintenance; performing routine administration such as explaining or exchanging information regarding retirement and deferred compensation programs, activities, policies and procedures; gathering and objectively evaluating large quantities of detailed data; coordinating educational programs for City retirement programs; analyzing current pension processes and making recommendations for improvements; identifying and developing systems for monitoring efficiency of work; assisting in the oversight of various contracts for financial, administrative and consulting services; managing the maintenance and exchange of official documents and records; performing a variety of administrative tasks in support of work unit activities; assist with preparation of monthly OCERS board meeting agendas; assist with data preparation for annual financial reports, actuarial reports, System budgets, active employee member statements, annual COLA adjustments, as well as other regular communications with active and retired members; and coordinating activities of a section including professional and clerical personnel. The Retirement System Specialist has frequent contact with persons across all levels of the City organization; outside representatives such as investment consultants, actuaries, auditors and attorneys; and former City employees for the purposes of interpreting, explaining, or reporting retirement regulations or data and must utilize tact and discretion when handling confidential matters.

Work is reviewed by the Retirement System Manager for soundness of judgment, efficiency of operations, and program accomplishments. The work requires frequent contact with various City personnel, former employees, and external contacts to exchange information and conduct research.

- Demonstrated experience in organizing, recording, and working accurately with large quantities of financial data.
- Ability to plan, design, implement, and evaluate current systems and system improvements.
- Ability to apply principles of logical thinking to solve practical problems.
- Knowledge of payroll systems, practices and techniques.
- Ability to follow procedures for preparing/processing retirement applications.
- Proficiency in the use of computer applications such as Microsoft Word, Access, and Excel to produce professional reports, create spreadsheets, and analyze data.
- Ability to work independently, to make work-related decisions, and to assume responsibility for work performed and decisions made.
- Ability to work with very sensitive information while maintaining the highest degree of confidentiality.
- Ability to work under pressure and stress in meeting deadlines.
- Ability and willingness to establish and maintain effective working relationships.
- Skill in verbal and written communication using tact and diplomacy.

DEPARTMENTAL PREFERENCES

- Bachelor's Degree in Business, Finance or related area.
- Knowledge and skill in applying management principles and techniques.
- Skill in maintaining records, statistics and reports according to guidelines.

WORKING CONDITIONS

- Primarily indoors in a climate-controlled environment
- Subject to frequent interruptions.
- Subject to frequent change in work priorities.
- Occasionally required to work beyond normal working hours as necessary to provide services.
- Occasional out-of-town travel for seminars, meetings, etc.; some local travel required.

PHYSICAL REQUIREMENTS

- Finger dexterity enough to operate equipment such as a calculator and personal computer keyboard.
- Near vision enough to read and review documents and media such as written communications, computer printouts, ledgers, reports, etc.
- Speech and hearing enough to communicate clearly and distinctly in person and by phone.

EVALUATION CRITERIA

Difficulty

Ultimate responsibility encompasses accuracy and timeliness of total work output of the unit impacting throughout the City organization. Decisions are frequently made independently, with unusual or complex issues discussed with a supervisor. Variables encountered are both abstract and concrete in nature.

Interpersonal Relations

Employee has contact with outside consultants and persons at all levels of the City organization to provide or to exchange information, to conduct research and prepare or update public meeting items for consideration, ordinances, or codes. This involves the interpretation of highly technical data using tact and persuasiveness to gain cooperation and acceptance to achieve desired results.

Supervision Given and Received

Assist in coordinating work activities of Retirement System Analyst. This may involve assigning work projects or functions and reviewing product for adequacy and compliance with instructions. The employee works primarily independently, with minimal direction or supervision. Work assignments are both general and specific in nature, and are received in verbal and written form. Instructions received define overall objectives, with work results examined by supervisor for soundness of technical judgment and quality of recommendations. Unusual problems or questions concerning work methods are discussed with a supervisor.

Other Duties and Responsibilities

This is a summary of the duties and responsibilities commonly found within this classification. It is not meant to be all-inclusive; thus, other related activities or tasks may be assigned.