

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“The First Amendment”) made effective this 17th day of May, 2016, by and between Michael L. Spurgeon, City Manager for the City of Broken Arrow (hereinafter “Spurgeon”) and the City of Broken Arrow, Oklahoma, an Oklahoma Municipal corporation (hereinafter “City”). Terms used and not otherwise defined in this First Amendment shall be defined in the August 4, 2015, Employment Agreement.

WITNESSETH:

WHEREAS, on August 4, 2015, Spurgeon and the City of Broken Arrow entered into an Employment Agreement (hereinafter referred to as “Original Employment Agreement”) whereby the City offered certain benefits and set forth the terms and conditions of Spurgeon’s employment; and

WHEREAS, the City of Broken Arrow and Spurgeon desire to continue the employment relationship, but modify some of the terms set forth in the Original Employment Agreement; and

WHEREAS, modifications to said Original Employment Agreement are reasonable and proper; and

NOW, THEREFORE, in consideration of the covenants and mutual obligations set out herein and in the Original Employment Agreement, and other good and valuable consideration, the sufficiency of which the parties hereto hereby covenant and agree to the following Amendments:

**ARTICLE A
AMENDMENTS TO ORIGINAL EMPLOYMENT AGREEMENT**

A.1 **Amendment to Section B, Terms, Paragraph 2 of the Original Employment Agreement**: Section B, Terms, Paragraph 2 is hereby deleted in its entirety.

A.2 **Amendment to Section C, Salary and Retirement Contributions, Paragraph 2 of the Original Employment Agreement**: Section C, Salary and Retirement Contributions, Paragraph 2 is hereby amended to read as follows:

2. The City shall contribute fifteen percent (15%) of Spurgeon’s base salary into his ICMA 401A plan. Said contributions shall be payable in equal installments, on each regularly scheduled payroll date, pursuant to the plan document.

A.3 **Amendment to Section F, Paid Leaves, Paragraph 2 of the Original Employment Agreement**: Section F, Paid Leaves, Paragraph 2, is hereby amended to read as follows:

2. Spurgeon shall be entitled to sick leave, vacation, paid holidays, funeral leave and military leave, as set forth in Article IX, Section 2 of the Broken Arrow Code. The accrual, use, and maximum accumulations of such leaves shall be on the same basis as any regular, full time, non-union employee with twenty (20) years of service as set forth in the Broken Arrow Code.

A.4 **Amendment to Section H, Insurance, of the Original Employment Agreement:** Section H, Insurance, is hereby amended to read as follows:

The City shall provide Spurgeon with the same group term life, health, vision, dental, and disability insurance coverage as is offered to other non-union employees of the City. The City shall offer identical dependent coverage subject to compliance with all group plan provisions established in the City’s Group Health Plan Benefit document. Spurgeon shall pay the employee only contribution rate for single and dependent health and dental coverage. Spurgeon’s contribution for dependent group term life, vision and disability insurance coverage shall be the same percentage as regular non-union employees.

**ARTICLE B
CONTINUING TERMS OF AGREEMENT**

B.1 Except as amended hereby, all terms of the Original Employment Agreement, shall remain in full force and effect without modification or change. The Original Employment Agreement, as amended by this First Amendment, is in all respects ratified and confirmed, and the Original Employment Agreement, as so amended shall be read, taken and construed as one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this First Amendment to Employment Agreement to be executed and to take effect as of the date first above written.

Dated this 17th day of May, 2016.

Michael L. Spurgeon

State of Oklahoma)
) SS:
County of Tulsa)

Subscribed and acknowledged by Michael L. Spurgeon before me on this _____ day of _____, 2016, as his free and voluntary act and deed.

NOTARY PUBLIC

My Commission No:
My Commission Expires:

ATTEST:

THE CITY OF BROKEN ARROW,
A municipal corporation

By: _____
City Clerk

By: _____
Mayor

Reviewed as to form and legality:

By: _____
City Attorney