

TENTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS TENTH AMENDMENT TO EMPLOYMENT AGREEMENT (“Tenth”) made effective this 17th day of September, 2024 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 Ninth Amendment shall be as defined in the August 4, 2015, Employment Agreement, as amended.

WITNESSETH:

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

WHEREAS, on June 7, 2016, the 2015 Employment Agreement was amended to modify various provisions contained therein; and

WHEREAS, on October 4, 2016, the 2015 Employment Agreement, as amended was amended a second time to modify various provisions contained therein; and

WHEREAS, on September 19, 2017, the 2015 Employment Agreement, as amended was amended a third time to modify various provisions contained therein; and

WHEREAS, on October 3, 2018, the 2015 Employment Agreement, as amended was amended a fourth time to modify various provisions contained therein; and

WHEREAS, on September 3, 2019, the 2015 Employment Agreement, as amended was amended a fifth time to modify various provisions contained therein;

WHEREAS, on September 1, 2020, the 2015 Employment Agreement, as amended was amended a sixth time to modify various provisions contained therein;

WHEREAS, on August 31, 2021, the 2015 Employment Agreement, as amended was amended a seventh time to modify various provisions contained therein;

WHEREAS, on September 1, 2022, the 2015 Employment agreement, as amended was amended an eighth time to modify various provisions contained therein;

WHEREAS, on September 19, 2023, the 2015 Employment Agreement, as amended was amended a ninth time to modify various provisions contained therein;

WHEREAS, the City Council of the City of Broken Arrow and Spurgeon desire to continue the employment relationship, but modify some of the terms set forth in the 2015 Employment Agreement, as amended; and

WHEREAS, modifications to said 2015 Employment Agreement, as amended, are reasonable and proper.

NOW, THEREFORE, in consideration of the covenants and mutual obligations set out herein and in the 2015 Employment Agreement, as amended, and other good and valuable consideration, the sufficiency of which the parties hereto hereby acknowledge, do covenant and agree to the following Amendments:

ARTICLE A
AMENDMENTS TO THE 2015 EMPLOYMENT AGREEMENT, AS AMENDED

A.1 **Amendment to Section B. Term**: Section B, Term is amended to read as follows:

1. The employment agreement shall be extended to September 20, 2027.

A.2 **Amendment to Section C. Salary**: Section C, Salary, is hereby amended to read as follows:

1. That Spurgeon shall receive a Cost-of-Living increase for Fiscal Year 2024 in the amount of three percent (3%) beginning July 1, 2024.
2. Spurgeon shall receive a one-time performance-based stipend in the amount of \$12,000.00 to be paid by October 1, 2024.

A.3 **Amendment to Section O: Defined Contribution and Special Incentive Plan**, is amended to read as follows:

1. The City agrees to establish a defined contribution special incentive plan for the benefit of Spurgeon. Effective, September 21, 2018, and on or before the same day of each year thereafter for a period of eight (8) years, until September 21, 2026, upon annual renewal of Spurgeon's Agreement through the budgetary process, the City shall cause to be accrued as a liability in favor of Spurgeon, the sum of \$18,000.00 as a defined contribution special incentive plan.

ARTICLE B
CONTINUING TERMS OF AGREEMENT

B.1 Except as amended hereby, all terms of the 2015 Employment Agreement, as amended, shall remain in full force and effect without modification or change. The 2015 Employment Agreement, as amended by this Tenth Amendment, is in all respects ratified and confirmed, and the 2015 Employment Agreement, as amended shall be read, taken and construed as one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Tenth Amendment to the 2015 Employment Agreement, as amended, to be executed and to take effect as of the date above written.

Dated this 17th day of September, 2024

Michael L. Spurgeon

State of Oklahoma)
) SS:
County of Tulsa)

Subscribed and acknowledged by Michael L. Spurgeon before me on this _____ day of _____, 2024, 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:

City Attorney