

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (“Second Amendment”) made effective this 4th day of October, 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 Second 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 the “2015 Employment Agreement”) whereby the City offered certain benefits and set forth the terms and conditions of Spurgeon’s employment; and

WHEREAS, on June 7, 2016, the 2015 Employment Agreement, was amended to modify some of the terms set forth in the 2015 Employment Agreement; 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 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 covenant and agree to the following Amendments:

ARTICLE A AMENDMENTS TO THE 2015 EMPLOYMENT AGREEMENT, AS AMENDED

A.1 **Amendment to Section C.1, Salary and Retirement Contributions:** Section C.1, Salary and Retirement Contributions, is hereby amended as follows:

1. The City agrees to pay Spurgeon a base salary, payable in bi-weekly installments at the same time as other City employees are paid. The City shall pay Spurgeon an annual salary of \$170,150.00, effective September 21, 2016. The City shall pay Spurgeon an annual salary of \$175,254.50, effective January 1, 2017. Any reduction in Spurgeon’s salary as the result of an across the board workforce salary reduction shall be commensurate with the percentage of adjustment afforded to other non-union employees.

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

1. The City shall pay Spurgeon a one-time stipend in the amount of \$3,403.00, for Fiscal Year 2017.

**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 Second 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 Second Amendment to the 2015 Employment Agreement, as amended, to be executed and to take effect as of the date above written.

Dated this 4th day of October, 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:

Assistant City Attorney