

FIRST AMENDED EMPLOYMENT CONTRACT FOR PROFESSIONAL SERVICES
AS PRESIDING JUDGE FOR THE CITY OF BROKEN ARROW'S MUNICIPAL
COURT

The City of Broken Arrow (City) and Steven E. Edgar hereby enter into the following Professional Services Agreement for Judicial Services:

The Mayor of the City of Broken Arrow ("Mayor") desires to appoint and confirm Steven E. Edgar as the City's Presiding Judge ("Judge") with the Judicial duties involved in various Municipal Court hearings and dockets as assigned within the Broken Arrow Municipal Court ("Court") for a period beginning May 1, 2018, and ending on June 30, 2020, unless he is sooner removed for cause.

It is agreed that the Judge shall receive a pay increase of 2% over the current contract and shall be compensated at a base rate of Three Thousand Nine Hundred and Eighty Dollars and 31/100ths (\$3,980.31) per month plus FICA taxes for the judicial duties, which include presiding over all Court Dockets except those six (6) a month covered by the Alternate Judge. There are two (2) Court Dockets each day Court is in session. The compensation in this Agreement contemplates absences due to vacation and sickness, as well as approved educational and task force days.

The foregoing constitutes all the benefits and other forms of compensation paid to the Judge as an independent contractor who is not eligible for benefits paid to the City's regular, full-time employees. This Agreement is not subject to annual salary increases applicable to the general pay plan of other non-union, full-time employees.

It is understood and agreed, that the parties contemplate that the services of an Alternate Judge will be utilized during at least six (6) Court Dockets per month without deduction from the compensation paid to the Presiding Judge. The Presiding Judge acknowledges that under the duties of this Agreement, he shall act as Presiding Judge. The Presiding Judge shall administer the Court's operations. The administrative duties of the Presiding Judge include, but are not limited to, reviewing applications for warrants, coordinating schedules between the Alternate Judge and Presiding Judge to assure all of the Court Dockets are covered, coordinating any Court-related programs, being available on an on-call basis for weekend arraignments and setting bail, if necessary, receiving faxes at home, which may include "middle of the night" duties, and receiving calls by police officers to answer questions.

The Presiding Judge shall be allowed to utilize the Alternate Judge for an additional twelve Court Dockets per contract year without deduction for purposes of vacation or sick days, as well as educational or task force days or other City purposes when authorized in advance by the City Manager. In the event that the Judge actually presides over fewer than an average of ten (10) Court Dockets in any month except December or any month during which jury trials are scheduled, which results in the Alternate Judge having to preside over additional Dockets, then the cost to pay the Alternate Judge may be deducted from the Presiding Judge's compensation as set out above.

The Presiding Judge agrees that he shall not engage in the practice of law before the City Council or before any of its Courts, Agencies, Boards or Commissions during his tenure in office. Further, the Presiding Judge agrees to follow all personnel regulations, policies, ordinances and guidelines in his professional and personal capacities while on City property and while attending any City function.

The Presiding Judge acknowledges and accepts that the City Clerk supervises the Court Clerks and the City Attorney supervises the City Prosecutor. The Presiding Judge acknowledges and accepts that he does not serve in a supervisory capacity of any City employees.

This agreement shall become effective on the 1st day of May, 2018, and shall remain in effect until June 30, 2020. It is the intent of the Council that this Contract shall remain in effect for the term specified unless modified by mutual consent of the parties or unless terminated as herein provided. It is acknowledged that the Presiding Judge's salary is on a year-to-year basis subject to annual appropriation.

For the purposes of complying with this Agreement, appropriations held as unencumbered fund balance in any fund of the City of Broken Arrow shall be deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to insure fulfillment of this provision of the Agreement.

This Agreement is contractual in nature, superseding all previous negotiations and Agreements, and shall not be modified except in writing and executed by the parties hereto.

Dated this 5th day of May, 2020.

Approved as to Form Only:

City of Broken Arrow

Deputy City Attorney

Mayor

Attest:

Presiding Judge

City Clerk [Seal]

Steven E. Edgar

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2020, personally appeared Steven E. Edgar to me known to be the Presiding Judge of the City of Broken Arrow, Oklahoma and to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as their free and voluntary act and deed of such corporation, for the uses and purposed therein set forth.

Given under my hand and seal the day and year last above written.

My Commission expires: _____

Notary Public