

**EMPLOYMENT CONTRACT FOR PROFESSIONAL SERVICES AS ALTERNATE JUDGE  
FOR THE CITY OF BROKEN ARROW'S MUNICIPAL COURT**

The City of Broken Arrow (City) and Dennis Sagely hereby enter into the following Agreement:

The Mayor of the City of Broken Arrow ("Mayor") desires to appoint Dennis Sagely as an Alternate Judge ("Alternate Judge") for the Broken Arrow Municipal Court to handle hearings and dockets as assigned by the Presiding Judge of the Broken Arrow Municipal Court for a period beginning May 1, 2018, through June 30, 2020, unless he is sooner removed for cause by the City Council.

It is agreed that the Alternate Judge shall receive a 2% pay increase over the current contract and shall be compensated at the rate of One Hundred Ninety-Five Dollars and Twelve Cents (\$195.12) per docket, plus FICA taxes, per Court Docket. There are two (2) Court Dockets each day Court is in session. It is estimated that the Alternate Judge will serve on six (6) Court Dockets per month. In addition to serving on the Court Dockets, the Alternate Judge may also be called to serve on an on-call basis while the Presiding Judge is unavailable for the purpose of performing arraignments and setting bail during weekends and/or holidays. While serving in that capacity, the Alternate Judge shall be compensated Twenty-five Dollars (\$25.00) per day for performing these additional functions, which occur normally after court hours and weekends.

The Presiding Judge oversees all Municipal Jury Trials which includes but not limited to preparing and attending all Sounding Dockets, Jury Instructions, Jury Selection, Motion Hearings and presiding over Jury Trials. If, in some instances the Presiding Judge be unavailable to preside over a case due to an illness, conflict of interest or other similar circumstance, the Alternate Judge is prepared to provide said additional services identified. In consideration of the promises contained herein, the parties hereto agree that the Alternate Judge will preside over Municipal Court Jury Trials, including but not limited to, preparing and attending Sounding Dockets, Jury Instructions, Jury Selection, Motion Hearings and presiding over Jury Trials when the Presiding Judge is unable. It is agreed that the Alternate Judge shall be compensated at the rate of One Hundred Dollars (\$100.00) per hour, plus FICA taxes for presiding over Municipal Court Jury Trials.

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

The Alternate Judge agrees that he shall not engage in the practice of law before the City Council or any of the City's Courts, Agencies, Boards or Commissions during his tenure in office. The Alternate Judge acknowledges and agrees that the Presiding Judge, Steve Edgar or his successor, assigns the duties of the Alternate Judge. The Alternate Judge also acknowledges and agrees that the Presiding Judge administers the Court's administrative duties, which include, but are not limited to reviewing applications for warrants, coordinating the docket schedules, providing for the attendance of another Alternate Judge during any of the Court Dockets wherein either the Presiding Judge the Alternate Judge is not available to preside over such Court Dockets, and coordinating any Court-related programs.

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

This agreement shall become effective on the 1<sup>st</sup> 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 Alternate 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 bound hereto.

Dated this 5<sup>th</sup> day of May, 2020.

Approved as to Form Only:

City of Broken Arrow:

\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Mayor

Attest:

Alternate Judge:

\_\_\_\_\_  
City Clerk/ [Seal]

\_\_\_\_\_  
Dennis Sagely

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 Dennis Sagely to me known to be the Alternate 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/she 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