

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of January, 2025, by and between the City of Lawton, Oklahoma, a municipal corporation, acting by and through its duly elected Mayor and Councilmembers, hereinafter called "City," and Nathan M. Johnson, hereinafter called "Judge".

### **RECITALS**

WHEREAS, City desires to employ the services of Nathan M. Johnson as Municipal Judge of the City of Lawton, Oklahoma as provided by Section 9-2-204 of the Lawton City Code, 2015, as now provided or as may hereafter be amended; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and set working conditions of said Judge; and,

WHEREAS, Nathan M. Johnson desires to accept employment as Municipal Judge of said City of Lawton, Oklahoma.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and the Judge agree as follows:

### **I. APPOINTMENT**

City hereby appoints and employs Nathan M. Johnson as Municipal Judge of City of Lawton, Oklahoma, to perform the functions and duties specified in Chapter 9 of the Lawton City Code, 2015 as now provided or as may hereafter be amended, and to perform other legally permissible and proper duties and functions as the Lawton City Council shall from time to time assign.

### **II. TERM**

2.01. The term of this Agreement shall commence on February 1, 2025, and shall expire on January 31, 2027, provided funds are appropriated for the remuneration and benefits during the City's 2025/2026 and 2026/2027 fiscal years.

2.02. City, by a majority vote of a quorum present and acting in open session of the Lawton City Council, has the sole and absolute discretion to renew this Agreement, or any term or terms herein; provided, that prior to January 31, 2027, the City Council and the Judge may agree in writing to the terms and conditions of any such renewal or modification of this Agreement. If this Agreement is not renewed, the City agrees to pay the Judge a severance pay in an amount equal to three (3) months based on the Judge's annual salary. Such severance pay shall be paid, at the sole discretion of the City, either in one lump sum or in monthly increments. In addition, the City shall pay the Judge for all earned but unused vacation, sick leave and longevity pay as provided in Chapter 17 of the Lawton City Code that the Judge may be entitled to at the expiration of this Agreement, and such payment shall be made in one lump sum. If this agreement is not renewed as the result of a violation of any Federal, State or City statute or ordinance the provisions of paragraph 3.01 shall apply.

### **III. TERMINATION**

3.01. This Agreement may be terminated by the City and the Judge may be removed from office only for cause in the manner prescribed in Section 9-206, Lawton City Code, 2015, as now provided or as may hereafter be amended. Following the procedures prescribed in Section 9-206 of the Lawton City Code, 2015, as now provided or as may hereafter be amended, the Judge shall be removed from office, and this Agreement shall be terminated by the City only by at least five (5) affirmative votes cast in open session of a properly convened meeting of the Lawton City Council at which time the Judge shall immediately cease to hold the office and position of Municipal Judge of the City of Lawton, Oklahoma. If and in the event of such termination, the City shall pay the Judge for all earned but unused vacation leave, sick leave and longevity pay as provided in Chapter 17 of the Lawton City Code that the Judge may be entitled to at the time of termination of this Agreement to the extent allowed by the provisions of the Lawton City Code, and such payment shall be made in one lump payment.

3.02. Further, this Agreement may be terminated by the Judge, prior to the expiration date hereof, by the Judge's filing a written notice of intent to resign, provided that said written notice of intent to resign shall be filed with the Mayor of the City of Lawton at least thirty (30) calendar days prior to the effective date of such resignation. The Judge shall not receive any additional remuneration or benefits conferred upon the Judge by this Agreement from and after the effective date of the Judge's resignation. At the time of such resignation, however, the City shall pay the Judge for all earned but unused vacation, sick leave and longevity pay as provided in Chapter 17 of the Lawton City Code that the Judge may be entitled to at the time of his resignation to the extent allowed by the provision of the Lawton City Code, and such payment shall be made in one lump sum.

#### **IV. REMUNERATION AND BENEFITS**

4.01. During the term of this Agreement the City agrees to provide the Judge remuneration and benefits as follows:

(a) Salary. During the term of this Agreement, the Judge shall be paid the annual sum of One Hundred Forty Thousand Four Dollars and Eighty Cents (\$140,004.80) payable in bi-weekly payments coinciding with the payroll cycle of the City of Lawton employees.

(b) Retirement Allowance. The City shall pay and contribute to the Judge's retirement fund with I.C.M.A. or any other retirement fund in which the Judge wants to participate. The City's contribution to the I.C.M.A. retirement fund shall be made on a bi-weekly basis and shall be equal to ten percent (15%) of the Judge's gross salary or in the event that the Judge participates in the City Employee Pension and Retirement System, the Judge and City will contribute their respective percentage set forth in the Lawton City Code, 2015, based on his annual salary to the City Employee Pension and Retirement System. Such contributions will be made during each payroll period.

(c) Benefits. The provisions of the City of Lawton City Code, 2015, as now provided or as may hereafter be amended, relating to vacation leave, sick leave, holidays, longevity, health, dental and other insurance, and working conditions shall also apply to the Judge. The Judge shall receive one week of professional/personal time in addition to the benefits provided above for each contract year.

(d) Schools and Conferences. The City shall pay for the Judge's travel, meals, lodging and registration to two (2) annual Judges' Conferences (continuing legal education seminars) in Oklahoma each calendar year during the term of this Agreement for the continuing education and professional development necessary for maintaining qualifications for the office as well as for the good of the City. If one conference is held in Comanche County the Judge shall be allowed to attend one (1) additional continuing education seminar in state.

(e) Memberships and Associations. City shall pay for the Judge's annual memberships in the Oklahoma Municipal Judges Association and the Oklahoma Bar Association.

(f) Compensation and Additional Jobs. The Judge shall receive no other compensation for the position of Municipal Judge of the City of Lawton except as here above provided and shall not engage in the private practice of law.

#### **V. PERFORMANCE AND EVALUATION**

The City Council will review and evaluate the performance of the Judge periodically during the term of this agreement. Generally, reviews will be conducted every six months, but they may occur either more or less often at the discretion of the Council. The Council shall provide the Judge notice of evaluation and meaningful opportunity to discuss his evaluation with the Council in executive session. The evaluation shall not be subject to release unless required by the Oklahoma Open Records Act.

**VI. REPORTS**

The Judge shall submit a written or oral report to the City Council upon request during the term of this Agreement. Such report will include information on the Municipal Court as deemed appropriate by the Mayor, the Council or the Judge.

IN WITNESS WHEREOF, the City of Lawton has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk and the Judge has signed and executed this Agreement the day and year first above written.

CITY OF LAWTON, OKLAHOMA  
A Municipal Corporation,

BY:

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

ATTEST:

\_\_\_\_\_  
DONALYNN BLAZEK-SCHERLER, CITY CLERK

\_\_\_\_\_  
NATHAN M. JOHNSON

Approved as to form and legality this \_\_\_\_\_ day of January 2025.

\_\_\_\_\_  
JOHN ANDREW, CITY ATTORNEY