

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement, made and entered into this _____ day of June, 2024, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City" and **ROBIN GOMEZ**, hereinafter referred to as "Manager," both of whom agree as follows:

WITNESSETH:

WHEREAS, the City and Manager mutually negotiated and entered into that certain Employment Agreement dated December 6, 2021 ("Employment Agreement"); and

WHEREAS, the City and Manager mutually negotiated and entered into that certain First Amendment to Employment Agreement dated October 19, 2022 ("First Amendment"); and

WHEREAS, the City and Manager wish to extend the term of the Employment Agreement, as amended, to December 31, 2028, increase the annual vacation leave of the Manager for an additional four (4) annual vacation leave workdays for a total of twenty-five (25) days, and clarify that the Manager's performance evaluation will occur in May of each year.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other to further amend the provisions of the Employment Agreement as follows:

1. That subparagraph A of Section 2 (Term and Effective Date) shall be amended to read as follows:

SECTION 2. TERM AND EFFECTIVE DATE.

- A. City and Manager agree to the exclusive employment of Manager. The term of this Agreement shall begin on December 20, 2021 and end on December 31, 2028. This Agreement may be amended, extended or terminated by the parties, in accordance with the provisions of this Agreement, unless terminated or resigned pursuant to Sections 2, 7 and 8, herein. If either party does not wish to renew this Agreement, they must give sixty (60) days written notice prior to the expiration of this Agreement.

2. That subparagraph B of Section 4 (Benefits) shall be amended to read as follows:

SECTION 4. BENEFITS

- B. Manager shall be provided annual vacation leave equal to twenty-five (25) workdays per calendar year.

3. That Section 9 (Performance Evaluation) shall be amended to read as follows:

SECTION 9. PERFORMANCE EVALUATION

In May of each year, the Board of Commissioners shall conduct a performance evaluation of Manager during an agenda item posted at a noticed public meeting. The parties agree that performance evaluations for the purpose of mid-course corrections may occur at any time. The review and evaluation shall be in accordance with specific criteria developed jointly by Commission and Manager.

IN WITNESS WHEREOF, the City of Madeira Beach has caused this Second Amendment to Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested to by the City Clerk, and Manager has signed and executed this Agreement, both in duplicate, the effective day and year first written above.

CITY OF MADEIRA BEACH

ATTEST:

Clara VanBlargan, City Clerk

By: _____
James "Jim" Rostek, Mayor

APPROVED AS TO FORM:

Thomas J. Trask, City Attorney

CITY MANAGER:

Robin Gomez