

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement, made and entered into this 19th day of October, 2022, 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 ("Agreement"); and

WHEREAS, the City and Manager wish to extend the term of the Employment Agreement to December 19, 2024, and increase the annual salary of the Manager.

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 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. Manager's start date will be December 20, 2021. The term of this Agreement shall be for an initial period of three (3) years from December 20, 2021 through December 19, 2024. 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 Section 3 (Salary) shall be amended to read as follows:

SECTION 3. SALARY

- A. City agrees to pay Manager an annual base salary of One Hundred Forty Thousand Dollars (\$140,000.00), payable in accordance with the City's payroll procedures starting October 1, 2022.
- B. In addition, City may increase the base salary and/or benefits of Manager in such amounts and to such extent as BOC may determine it is desirable to do so upon the basis of an annual review of Manager's salary. (See Section 9).

IN WITNESS WHEREOF, the City of Madeira Beach has caused this First 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:



John B. Hendricks, Mayor

APPROVED AS TO FORM:



Thomas J. Trask, City Attorney

CITY MANAGER:



Robin Gomez