

First Amendment to Employment Agreement

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”), made and entered into this 25th day of April 2022, by and between the City of Gainesville, Florida, hereafter also called “CITY,” and Anthony L. Cunningham, hereafter also called the “Interim General Manager”, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City and the Interim General Manager have heretofore entered into an Employment Agreement dated February 3, 2022 (hereinafter referred to as the “Employment Agreement”); and

WHEREAS, the City wishes to provide its Charter Officers with an increase in base compensation in lieu of the car allowance currently provided to the Charter Officers;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Section 3(A) of the Employment Agreement is amended in its entirety to read as follows:

A. The City Agrees to pay the Interim General Manager for their services rendered pursuant hereto an annual base salary of \$301,400.00, payable in equal installments at the same time as other employees of the City are paid. The City agrees to increase said base salary and/or benefits of the Interim General Manager in such amounts and to such extent as the City Commission and the Interim General Manager may determine that it is desirable to do so. The Interim General Manager’s performance, salary, and benefits shall be reviewed after the conclusion of every fiscal year by the City Commission. The performance objectives and review procedures will be established by mutual agreement of the Interim General Manager and City Commission at

the beginning of the fiscal year for the next review period. Any salary increases will be based on the Interim General Manager's performance of the established performance objectives and review procedures in the prior fiscal year and become effective on the first Monday of the first full pay period of the next calendar year.


Section 2. Section 7 of the Employment Agreement is deleted in its entirety.

Section 3. Except as hereinabove expressly modified, amended and changed, the terms, conditions and covenants of the Employment Agreement shall remain in full force and effect and shall govern and control the terms, conditions and provisions of this First Amendment.

IN WITNESS WHEREOF, the City has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested to by its Clerk of the Commission, and the Interim General Manager has signed and executed this First Amendment, both in duplicate and on the respective dates under each signature.

ATTEST:


CITY OF GAINESVILLE



OMICHELE D. GAINEY
CLERK OF THE COMMISSION
Dated: 05/09/2022



LAUREN POE, MAYOR
Dated: 5/09/2022



ANTHONY L. CUNNINGHAM
INTERIM GENERAL MANAGER
Dated: 05/09/22