

## **First Amendment to Employment Agreement**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT ("FIRST AMENDMENT"), made and entered into this 25 day of April 2022, by and between the City of Gainesville, Florida, hereafter also called "CITY," and Omichele D. Gainey, hereafter also called the "Clerk of the Commission" or the "City Clerk", both of whom understand as follows:

### **WITNESSETH:**

**WHEREAS**, the City and City Clerk have heretofore entered into an Employment Agreement dated December 27, 2017 (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 City Clerk for their services rendered pursuant hereto an annual base salary of \$153,933.10, 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 City Clerk in such amounts and to such extent as the City Commission and the City Clerk may determine that it is desirable to do so. The City Clerk'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 City Clerk and City Commission at the beginning of the fiscal year for the next review period. Any salary

increases will be based on the City Clerk'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.

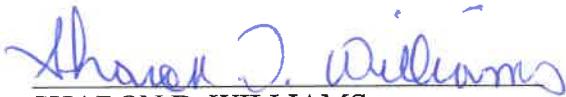
**Section 2.** Section 7 of the Employment Agreement is deleted in its entirety.

**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 the Clerk of Commission's Executive Assistant, and the City Clerk has signed and executed this First Amendment, both in duplicate and on the respective dates under each signature.

ATTEST:

CITY OF GAINESVILLE



SHARON D. WILLIAMS  
EXECUTIVE ASSISTANT,  
CLERK OF THE COMMISSION  
Dated: 4/26/2022



LAUREN POE, MAYOR

Dated: 4/25/2022



OMICHELE D. GAILEY  
CLERK OF THE COMMISSION  
Dated: 4-25-2022