

First Amendment to Employment Agreement

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”), made and entered into October __, 2023, by and between the City of Gainesville, Florida, hereafter the “CITY,” and Cynthia W. Curry, hereafter the “CITY MANAGER”, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City and City Manager have heretofore entered into an Employment Agreement dated February 6, 2023, hereafter the “Employment Agreement”; and

WHEREAS, the City and City Manager wish to amend the Employment Agreement to reduce the City Manager’s annual pay by 5% in order to meet budgetary cuts for fiscal year 2024 and thus agree to amend the Employment Agreement as follows:

NOW THEREFORE, Section 3.A. of the Employment Agreement is amended in its entirety to read as follows:

A. The City Agrees to pay the City Manager for her services rendered pursuant hereto an annual base salary of \$284,050 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 Manager in such amounts and to such extent as the City Commission and the City Manager may determine that it is desirable to do so. The City 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 City Manager and City Commission at the beginning of the fiscal year for the next review period. Any salary increases will be based on the City 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.

NOW THEREFORE, Section 8.C. of the Employment Agreement is amended in its entirety to read as follows:

C. Except as otherwise provided herein, the terms and conditions of employment described in this Agreement shall be effective October 16, 2023.

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 City Manager has signed and executed this First Amendment effective as of the date first written above. Except as hereinabove expressly modified, amended and changed, the terms, conditions and covenants of the Employment Agreement shall remain in full force and effect.

ATTEST:

CITY OF GAINESVILLE

Kristen Bryant
CLERK OF THE COMMISSION

Harvey Ward
MAYOR

Cynthia W. Curry
CITY MANAGER