

FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

This *First Amendment to the City Manager Employment Agreement* (“First Amendment”) is made and entered into by and between the City of North Port, Florida, a municipal corporation (“Employer”), and Alfred Jerome Fletcher, II, an individual who has education, training, and experience in local government management and who, as a member of the International City/County Management Association (“ICMA”), is subject to the ICMA Code of Ethics (“Employee”).

RECITALS

WHEREAS, the parties entered into the *City Manager Employment Agreement* (the “Original Agreement”), with an effective date of October 1, 2021; and

WHEREAS, the parties mutually desire to amend the Original Agreement to provide an annual term for renewal and ensure at least 30 days’ employment if the Employee submits a notice of voluntary resignation; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to the “Agreement” in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. This First Amendment is effective as of October 1, 2023 (the “Effective Date”) and shall continue as otherwise provided in the Original Agreement.

2. ORIGINAL AGREEMENT ARTICLE I, SECTION B – TERM AND EFFECTIVE DATE

Article I, Section B of the Original Agreement is amended in its entirety as follows:

- B. Term. The initial term of this Agreement started on October 1, 2021 and expired on October 1, 2023. This Agreement is renewed for a one-year term effective October 1, 2023 (“First Renewal Term”). Following the First Renewal Term, this Agreement will automatically renew annually every October 1st, unless otherwise terminated as provided in Article VI.

3. ORIGINAL AGREEMENT ARTICLE VI, SECTION A – EMPLOYMENT SEPARATION

Article VI, Section A of the Original Agreement is amended in its entirety as follows:

- A. Resignation. Employee may terminate this Agreement by providing the City Commission with a minimum of 30 days' written notice of Employee's voluntary resignation subject to any applicable requirements of state or local law. Employee's employment will be deemed terminated upon: (i) the date specified in Employee's notice; or (ii) an earlier date, as determined by a majority vote of the entire City Commission, provided that the date is at least 30 days from the date of Employee's written notice. Employee will not be entitled to severance pay upon resigning.

IN WITNESS WHEREOF, the parties have executed this First Amendment as follows.

(This space intentionally left blank; signature pages follow)

Approved by the City Commission of the City of North Port, Florida on _____, 2023.

EMPLOYER
CITY OF NORTH PORT, FLORIDA

BARBARA LANGDON
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

EMPLOYEE

ALFRED JEROME FLETCHER, II

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2023, by _____.

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____