

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement is entered into this 6th day of July, 2010, by and between the City of Key West, Florida, a municipal corporation, (hereinafter "CITY") and Shawn D. Smith, (hereinafter "SMITH").

**WITNESSETH**

WHEREAS, CITY and SMITH entered into an Employment Agreement on the 8<sup>th</sup> day of November, 2006, (hereinafter the "Agreement"); and

WHEREAS, the CITY and SMITH now desire to amend their Agreement in order to modify the terms and conditions.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and SMITH agree as follows:

**Section 1:** That the first sentence of paragraph 5(A) of the Agreement is amended to provide as follows: The normal term of this agreement will be for a period of ninety-six (96) calendar months, commencing at 9:00 A.M. on the 22<sup>nd</sup> day of December, 2006, and ending at 5:00 P.M. on the 21<sup>st</sup> day of December, 2014.

**Section 2:** That the following language be added at the conclusion of Paragraph 5(F) "Unless otherwise agreed, Attorney shall provide 120 days written notice prior to any such resignation."

**Section 3:** Except as modified herein, the Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this First Amendment to Agreement on the date first written above.

CITY OF KEY WEST, FLORIDA

By:   
CRAIG CATES, MAYOR

ATTEST:  
  
CHERYL SMITH, CITY CLERK

  
SHAWN D. SMITH