

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Fourth Amendment to Employment Agreement is entered into this 6TH day of December 2022 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 8th day of November, 2006, which was subsequently amended by Resolution 10-205 on July 6, 2010, Resolution 14-362 in December, 2014 and Resolution 18-156 on May 1, 2018 (hereinafter the "Agreement"); and

WHEREAS, CITY and SMITH desire to again 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 one hundred and ninety-two (192) calendar months and (9) nine days, commencing at 9:00 A.M. on the 22nd day of December, 2006, and ending at 5:00 P.M. on the ~~24st~~ 30th day of December, 2022. Smith shall receive a final check for unused sick and annual leave pursuant to this contract with the paycheck of December 30, 2022.

Section 2: Except as modified herein, the Agreement as amended shall remain in full force and effect.

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

CITY OF KEY WEST, FLORIDA

TERI JOHNSTON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

SHAWN D. SMITH, CITY ATTORNEY