

**FIRST AMENDMENT TO EMPLOYMENT CONTRACT
FOR EXECUTIVE DIRECTOR,
OFFICE OF ETHICS COMPLAINE AND OVERSIGHT
AND
JACKSONVILLE ETHICS COMMISSION**

THIS FIRST AMENDMENT to Employment Contract for Executive Director, Office of Ethics Compliance and Oversight and Jacksonville Ethics Commission is made and entered into this ____ day of _____, 2019, by and between the Jacksonville Ethics Commission (the “Commission”) and Carla Miller, hereinafter referred to as Executive Director (“ED”).

RECITALS:

WHEREAS, on November 30, 2017 Commission and ED made and entered into a contract setting forth the financial terms and conditions of employment of ED (“Contract”); and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by removing the restriction limiting the Executive Director to 25 work hours per week and allowing the Executive Director regular part-time status (50 hours per pay period), as set forth in Section 116.1502(b), *Ordinance Code*, with all other provisions, terms, and conditions of said Contract remaining unchanged; and

WHEREAS, pursuant to Ordinance 2019-____-E, the City Council has authorized the Commission to enter into this First Amendment; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration admitted by the parties to be sufficient, the parties agree to amend said Contract as follows:

1. **Recitals.** The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. **Amendment to Section 1.2 of the Contract.** Section 1.2 of said Contract is amended by removing the restriction limiting the Executive Director to 25 work hours per week and allowing the Executive Director regular part-time status (50 hours per pay period), as set forth in Section 116.1502(b), *Ordinance Code*, and as amended shall read as follows:

1.2 The ED shall serve as a part-time hourly employee at the hourly rate of \$93.00 per hour, commencing December 6, 2017, said payments to be within the approved budget for this position, which is \$75,000.00 for fiscal year 2017/18. Said rate of pay will be reviewed on an annual basis by the Commission and is payable upon budgetary approval by City Council. ED shall work hours in compliance with Section 116.1502(b), *Ordinance Code*, as may be amended.

3. **Effectiveness; Ratification of the Contract.** This First Amendment to the Contract is effective the date first written above. The provisions of the Contract remain in full force and effect except as expressly provided in this First Amendment.

4. **Entire Agreement.** This First Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective heirs, successors, legal representatives, and assigns.

5. **Counterpart Execution.** This First Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment the day and year first above written.

EXECUTIVE DIRECTOR

Carla Miller

(Date) _____

JACKSONVILLE ETHICS COMMISSION

Joseph Rogan, Chair

(date) _____

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance

City Contract Number: _____, 1st Amd.

Form approved:

Office of General Counsel