

**FOURTH AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI, AND JASON A. GAGE**

THIS FOURTH AMENDMENT to the Employment Agreement between the City of Springfield, Missouri (“City”) and Jason A. Gage, City Manager (“Gage”) is entered into as of the date of execution.

WHEREAS, the City and Gage are parties to a certain Employment Agreement dated June 1, 2018, which has been previously amended by First, Second, and Third amendments (collectively, the “Agreement”); and

WHEREAS, the City and Gage wish to amend certain provisions of the Agreement as hereinafter provided.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective September 18, 2023, Paragraph 5 – Compensation, and Paragraph 6(b)(3)(iii) --Leave Benefits of the Agreement are hereby deleted in their entirety and the following are inserted in their respective places:

5. **Compensation**. For all services provided to the City by Employee during Employee’s employment hereunder, Employee shall be paid the following compensation: Beginning September 18, 2023, Two Hundred Sixty-Seven Thousand Six Hundred and Forty-Four dollars and Fifty-Two Cents (\$267,644.52) annually, payable in equal installments not less often than biweekly (“Base Compensation”). Thereafter, Employee’s annual Base Compensation will be reviewed by City Council in conjunction with the City’s fiscal year and Employee’s performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee’s performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. If City Council so desires, it may review Employee’s Base Compensation for possible increase at a greater frequency than in conjunction with the City’s fiscal year. The Compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

6. **Fringe and Welfare Benefits**

- (b) **Leave Benefits**. In addition to leave authorized and allowed by law, including military leave and Family Medical Leave, Gage shall receive the following benefits:

(iii) Per calendar year, four (4) floating holidays, ten (10) city holidays, ten (10) days of executive leave, and five days of exempt leave. All calendar year annual leave must be used in said calendar year and may not be carried over. Further, should the City's Merit Rules regarding City holidays be amended in the future to include additional City holidays, then Gage shall automatically also receive any such additional City holiday(s).

2. All remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date and year written below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason A. Gage

The City of Springfield, Missouri

By: \_\_\_\_\_  
Ken McClure, Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney or Assistant City Attorney

Certificate of Director of Finance

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

\_\_\_\_\_  
Director of Finance