

SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT ("SEVENTH AMENDMENT"), made and entered into this 19th day of September, 2001, by and between the City Commission of the City of Gainesville, Florida, hereafter also called "EMPLOYER," and MARION J. RADSON, hereafter also called the "ATTORNEY", both of whom understand as follows:

WITNESSETH:

WHEREAS, EMPLOYER has reviewed and evaluated the services of the City's Charter Officers, and desires to modify the benefits of ATTORNEY as fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Employment Agreement dated October 28, 1985, the First Amendment to Employment Agreement dated October 15, 1986, the Second Amendment to Employment Agreement dated October 19, 1987, the Third Amendment to Employment Agreement dated November 20, 1989, the Fourth Amendment to Employment Agreement dated July 31, 1990, the Fifth Amendment to Employment Agreement dated March 29, 1991, and the Sixth Amendment to Employment Agreement dated February 27, 1996 (hereinafter collectively referred to as the "Employment Agreement"), and the mutual covenants and agreements set forth in this Seventh Amendment, the City Commission and ATTORNEY agree to amend the Employment Agreement as follows:

Section 1. Paragraphs 3D, 3E, and 3H of the Employment Agreement are amended in their entirety, to read:

3. Salary and Related Matters.

D. The following shall apply to ATTORNEY Annual Leave or Paid Time Off leave (PTO) and Personal Critical Leave Bank (PCLB) rights. The ATTORNEY may elect at any time to change from the Annual Leave/Sick Leave System (Designated Leave/Old System) described in Personnel Policy 9, effective 2/26/01 as modified in this subparagraph, to the PTO System (New System) described in Personnel Policy 8, effective 2/26/01 as modified in this subparagraph.

In the event that ATTORNEY does not elect to change to the PTO system, ATTORNEY shall be entitled to the rights described in said Personnel Policy 9 except as modified as follows. ATTORNEY, effective the first pay period in October 2000, shall accrue annual leave at the rate of 6 hours and 46 minutes per pay period or the annual Accrual Rate applicable to ATTORNEY'S leave progression date, whichever is greater. The maximum number of annual leave hours allowed to be accrued is 320 hours, adjusted as otherwise provided in Policy 9. In addition, City agrees to credit ATTORNEY with 159.68 annual leave hours (which amount equals the number of accrued annual leave hours in excess of three hundred (300) hours as of October 1, 1989) and to place same in a special account to be paid to the ATTORNEY at his then current rate of pay upon separation from employment with the City. The ATTORNEY is not eligible for administrative leave.

In the event the ATTORNEY elects to move to the PTO system, the ATTORNEY shall be entitled to the rights described in said Personnel Policy 8 except as modified as

follows. ATTORNEY shall accrue PTO at the rate of 10 hours 28 minutes per pay period or the rate of accrual per pay period applicable to ATTORNEY'S leave progression date, whichever is greater. The maximum number of PTO hours that can be accrued (carryover cap) is 372 hours, adjusted as otherwise provided in Policy 8. In addition, City agrees to credit ATTORNEY with 159.68 annual leave hours and to place same in a special account to be paid to the ATTORNEY at his then current rate of pay upon separation from employment with the City. The ATTORNEY is not eligible for administrative leave.

E. Upon termination of employment, unused and accrued sick leave, or unused and accrued PCLB as applicable, is forfeited and not compensable under any circumstances, unless otherwise generally allowed for management employees of the City hired on ATTORNEY'S leave progression date.

H. Effective December 1, 1995, the amount of Term Life Insurance provided for ATTORNEY is two (2) times the salary of the ATTORNEY to a maximum of \$100,000, unless a higher amount is generally provided for management employees of the City hired on the ATTORNEY'S leave progression date. The parties understand that in accordance with law, a portion of said term life insurance may constitute a taxable benefit to the ATTORNEY.

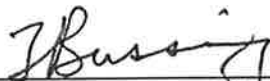
Section 2. Except as otherwise provided herein, this Amendment and the changes in terms and conditions of employment described herein shall become effective the payroll period next after the date hereof.

Section 3. Except as hereinabove expressly modified, amended and changed, the terms, conditions and covenants of the Employment Agreement shall remain in full

force and effect and shall govern and control the terms, conditions and provisions of this Seventh Amendment.

IN WITNESS WHEREOF, the EMPLOYER has caused this Seventh Amendment to be signed and executed on its behalf by its Mayor, and duly attested to by its Clerk of the Commission, and the ATTORNEY has signed and executed this Seventh Amendment, both in duplicate on the respective dates under each signature.

EMPLOYER:



THOMAS D. BUSSING,
MAYOR

Date: Sept 19, 2001

ATTEST:

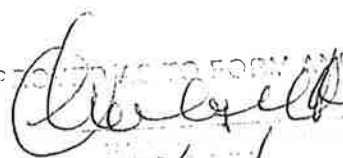
By: 

KURT M. LANNON
CLERK OF THE COMMISSION



MARION J. RADSON
CITY ATTORNEY

Date: 08/30/01

APPROVED TO FORM AND LEGALITY


D. E. 9/13/01

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT ("SECOND AMENDMENT"), made and entered into this 30 day of October, 2001, by and between the City Commission of the City of Gainesville, Florida, hereafter also called "EMPLOYER," and WAYNE BOWERS, hereafter also called "CITY MANAGER," both of whom understand as follows:

WITNESSETH:

WHEREAS, EMPLOYER has reviewed and evaluated the services of the City's Charter Officers, and desires to modify the benefits of the CITY MANAGER as fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Employment Agreement dated June 15, 1995, the First Amendment to Employment Agreement dated January 8, 1996, and the mutual covenants and agreements set forth in this Second Amendment, the City Commission and CITY MANAGER agree to amend the Employment Agreement as follows:

1. Section 3. Salary and Related Matters, Paragraphs D and F thereof are amended to read:

Section 3. Salary and Related Matters

D. The following shall apply to CITY MANAGER'S Annual Leave or Paid Time Off Leave (PTO) and Personal Critical Leave Bank (PCLB) rights. The CITY MANAGER may elect at any time to change from the Annual Leave/Sick Leave System (Designated Leave/Old System) described in Personnel Policy 9, effective 2/26/01 as

modified in this subparagraph, to the PTO System (New System) described in Personnel Policy 8, effective 2/26/01 as modified in this subparagraph.

In the event that CITY MANAGER does not elect to change to the PTO system, CITY MANAGER shall be entitled to the rights described in said Personnel Policy 9 except as modified as follows. CITY MANAGER shall, effective the first pay period in October 2000, accrue annual leave at the rate of 6 hours and 46 minutes per pay period or the Annual Accrual Rate applicable to CITY MANAGER'S leave progression date, whichever is greater. The maximum number of annual leave hours allowed to be accrued is 320 hours, adjusted as otherwise provided in Policy 9. The CITY MANAGER is not eligible for administrative leave.

In the event the CITY MANAGER elects to move to the PTO system, the CITY MANAGER shall be entitled to the rights described in said Personnel Policy 8 except as modified as follows. CITY MANAGER shall accrue PTO at the rate of 10 hours 28 minutes per pay period or the rate of accrual per pay period applicable to CITY MANAGER'S leave progression date, whichever is greater. The maximum number of PTO hours that can be accrued (carryover cap) is 372 hours, adjusted as otherwise provided in Policy 8. The CITY MANAGER is not eligible for administrative leave.

Upon termination of employment, unused and accrued sick leave, or unused and accrued PCLB as applicable, is forfeited and not compensable under any circumstances, unless otherwise generally allowed for management employees of the City hired on CITY MANAGER'S leave progression date.

F. Effective December 1, 1995, the amount of Term Life Insurance provided for CITY MANAGER is two (2) times the salary of the CITY MANAGER to a maximum of \$100,000, unless a higher amount is generally provided for management employees of the City hired on the CITY MANAGER'S leave progression date. The parties

understand that in accordance with law, a portion of said term life insurance may constitute a taxable benefit to the CITY MANAGER.

2. Except as otherwise provided herein, this Amendment and the changes in terms and conditions of employment described herein shall become effective the payroll period next after the date hereof.

3. Except as hereinabove expressly modified, amended and changed, the terms, conditions and covenants of the Employment Agreement shall remain in full force and effect and shall govern and control the terms, conditions and provisions of this Second Amendment.

IN WITNESS WHEREOF, the EMPLOYER has caused this Second Amendment to be signed and executed on its behalf by its Mayor, and duly attested to by its Clerk of the Commission, and the CITY MANAGER has signed and executed this Second Amendment, both in duplicate on the respective dates under each signature.

EMPLOYER:

Thomas D. Bussing
THOMAS D. BUSSING,
MAYOR

DATE: 10/30/01

ATTEST:

By: Kurt M. Lannon
KURT M. LANNON
CLERK OF THE COMMISSION

Wayne Bowers
WAYNE BOWERS
CITY MANAGER

DATE: 10-28-01

Charles L. Hauck
APPROVED AS TO FORM AND LEGALITY
CHARLES L. HAUCK, ESQ
GAINESVILLE CRA 10/29/01