

First Amendment to Employment Agreement

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”), made and entered into this 30 day of January, 2018, by and between the City of Gainesville, Florida, hereafter also called “CITY,” and Edward J. Bielarski, hereafter also called the “GENERAL MANAGER”, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City and General Manager have heretofore entered into an Employment Agreement dated May 24, 2015 (hereinafter referred to as the “Employment Agreement”); and

WHEREAS, the City wishes to provide its Charter Officers with a PTO carryover cap consistent with the duties of their positions;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Section 3(D) of the Employment Agreement is amended in its entirety to read as follows:


D. The General Manager shall be entitled to the rights described in Human Resources Policy Number L-3 except as modified as follows. The General 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 the General Manager’s leave progression date, whichever is greater. The maximum number of PTO hours that can be accrued (carryover cap) is 560 hours, adjusted as otherwise provided in Policy L-3. The General Manager is not eligible to earn administrative leave.

Upon termination of employment, unused and accrued PCLB is forfeited and not compensable under any circumstances unless otherwise generally allowed for management employees of the City hired on the General Manager’s leave progression date.

Section 2. 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 First Amendment.


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

ATTEST:



OMICHELE D. GAINNEY
CLERK OF THE COMMISSION
Dated: 1-25-2018

CITY OF GAINESVILLE



LAUREN POE, MAYOR
Dated: Jan. 25, 2018



EDWARD J. BIELARSKI
GENERAL MANAGER
Dated: 1-30-2018

First Amendment to Employment Agreement

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”), made and entered into this 29 day of January, 2018, by and between the City of Gainesville, Florida, hereafter also called “CITY,” and Carlos Holt, hereafter also called the “CITY AUDITOR”, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City and City Auditor have heretofore entered into an Employment Agreement dated March 19, 2015 (hereinafter referred to as the “Employment Agreement”); and

WHEREAS, the City wishes to provide its Charter Officers with a PTO carryover cap consistent with the duties of their positions;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Section 3(D) of the Employment Agreement is amended in its entirety to read as follows:


D. The City Auditor shall be entitled to the rights described in Human Resources Policy Number L-3 except as modified as follows. The City Auditor shall accrue PTO at the rate of 10 hours 28 minutes per pay period or the rate of accrual per pay period applicable to the City Auditor’s leave progression date, whichever is greater. The maximum number of PTO hours that can be accrued (carryover cap) is 560 hours, adjusted as otherwise provided in Policy L-3. The City Auditor is not eligible to earn administrative leave.

Upon termination of employment, unused and accrued PCLB is forfeited and not compensable under any circumstances unless otherwise generally allowed for management employees of the City hired on the City Auditor’s leave progression date.

Section 2. 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 First Amendment.


IN WITNESS WHEREOF, the City has caused this First 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 Auditor has signed and executed this First Amendment, both in duplicate and on the respective dates under each signature.

ATTEST:




OMICHELE D. GAINNEY
CLERK OF THE COMMISSION
Dated: 1-26-2018

CITY OF GAINESVILLE



LAUREN POE, MAYOR
Dated: Jan. 25, 2018



CARLOS HOLT
CITY AUDITOR
Dated: 1-29-2018

First Amendment to Employment Agreement

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”), made and entered into this 30 day of January, 2018, by and between the City of Gainesville, Florida, hereafter also called “CITY,” and Nicolle M. Shalley, hereafter also called the “CITY ATTORNEY”, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City and City Attorney have heretofore entered into an Employment Agreement dated September 6, 2012 (hereinafter referred to as the “Employment Agreement”); and

WHEREAS, the City wishes to provide its Charter Officers with a PTO carryover cap consistent with the duties of their positions;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Section 3(D) of the Employment Agreement is amended in its entirety to read as follows:

D. The City Attorney shall be entitled to the rights described in Human Resources Policy Number L-3 except as modified as follows. The City 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 the City Attorney’s leave progression date, whichever is greater. The maximum number of PTO hours that can be accrued (carryover cap) is 560 hours, adjusted as otherwise provided in Policy L-3. The City Attorney is not eligible to earn administrative leave.

Upon termination of employment, unused and accrued PCLB is forfeited and not compensable under any circumstances, except pension credited service for PCLB unused and


accrued on or before September 30, 2012 if applicable, unless otherwise generally allowed for management employees of the City hired on the City Attorney's leave progression date.

Section 2. 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 First Amendment.


IN WITNESS WHEREOF, the City has caused this First 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 Attorney has signed and executed this First Amendment, both in duplicate and on the respective dates under each signature.

ATTEST:


CITY OF GAINESVILLE



OMICHELE D. GAINES
CLERK OF THE COMMISSION
Dated: 1-26-2018



LAUREN POE, MAYOR
Dated: Jan. 25, 2018



NICOLLE M. SHALLEY
CITY ATTORNEY
Dated: 1-30-2018