



MEMORANDUM

Office of the City Attorney

Legistar: 100568

Phone: 334-5011/Fax 334-2229
Box 46

TO: MAYOR AND CITY COMMISSION

DATE: December 16, 2010


FROM: CITY ATTORNEY

SUBJECT: AMENDMENT TO CHARTER OFFICER'S EMPLOYMENT CONTRACTS

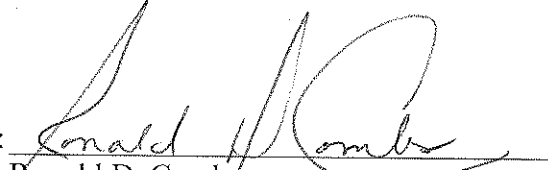
Recommendation: The City Commission authorize the Mayor to execute amendments to the Charter Officer employment contracts.

At its meeting on March 18, 2010, the City Commission authorized the City Attorney to draft amendments to the Charter Officers' employment contracts so that each Charter Officer's performance review cycle is the fiscal year, the pay increase effective date is the first Monday of the first full pay period of the next calendar year, and there is no fiscal impact to the Charter Officers in amending their contract in this manner. In accordance with the City Commission's authorization, the Office of the City Attorney has drafted such amendments. Since the City Attorney is a party to these amendments, the matter was handled by Stephanie Marchman, Assistant City Attorney II. Accordingly, the Office of the City Attorney seeks authorization from the City Commission for the Mayor to execute such amendments to the Charter Officer employment contracts.

Prepared by:


Stephanie M. Marchman
Assistant City Attorney

Approved and
Submitted by:


Ronald D. Combs
Sr. Assistant City Attorney

MJR:SMM:klm

Second Amendment to Employment Agreement

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (“SECOND AMENDMENT”), made and entered into this ____ day of _____, 2010, by and between the City Commission of the City of Gainesville, Florida, hereafter also called “EMPLOYER,” and Russ Blackburn, hereafter also called the “CITY MANAGER”, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer and City Manager have heretofore entered into an Employment Agreement dated August 30, 2005, and an Amendment to Employment Agreement dated February 27, 2008 (hereinafter collectively referred to as the “Employment Agreement”); and

WHEREAS, Employer wishes to amend said Employment Agreement so that the City Manager’s performance review cycle is the fiscal year, any annual pay increase will be effective the first Monday of the first full pay period of the next calendar year, and there is no fiscal impact to the City Manager in amending said Employment Agreement in this manner.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Employment Agreement and this Second Amendment thereto, the Employer and City Manager agree to amend the Employment Agreement as follows:

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

A. The Employer agrees to pay the City Manager for his services rendered pursuant hereto an annual base salary of \$171,525.69, payable in equal installments at the same time as other employees of the Employer are paid. The Employer agrees to increase said base salary and/or benefits of the City Manager in such amounts and to such extent as the City Commission and the City Manager may determine that it is desirable to do so. The City Manager’s performance, salary, and benefits shall be reviewed after the conclusion of every fiscal year by the City Commission. The performance objectives and review procedures should

be established at the beginning of the fiscal year for the next review period. In order to convert to a common review date amongst the Charter Officers based on the fiscal year, the City Manager's first salary increase after the 2010 fiscal year shall become effective on the first Monday of the first full pay period of the next calendar year. This initial transitional increase shall be prorated based on the City Manager's anniversary date (September 6th) and the end of the fiscal year being evaluated. Any subsequent increases will be based on the prior fiscal year and become effective on the first Monday of the first full pay period of the next calendar year.

Executed at Gainesville, Alachua County, Florida, this ____ day of _____, 2010.

CITY OF GAINESVILLE

ATTEST:

CLERK OF THE COMMISSION

CRAIG LOWE, MAYOR

RUSS BLACKBURN
CITY MANAGER

Second Amendment to Employment Agreement

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (“SECOND AMENDMENT”), made and entered into this ____ day of _____, 2010, by and between the City Commission of the City of Gainesville, Florida, hereafter also called “EMPLOYER,” and Brent Godshalk, hereafter also called the “City Auditor”, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer and City Auditor have heretofore entered into an Employment Agreement dated December 15, 2004, and an Amendment to Employment Agreement dated February 27, 2008 (hereinafter collectively referred to as the “Employment Agreement”); and

WHEREAS, Employer wishes to amend said Employment Agreement so that the City Auditor’s performance review cycle is the fiscal year, any annual pay increase will be effective the first Monday of the first full pay period of the next calendar year, and there is no fiscal impact to the City Auditor in amending said Employment Agreement in this manner.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Employment Agreement and this Second Amendment thereto, the Employer and City Auditor agree to amend the Employment Agreement as follows:

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

A. The Employer agrees to pay the City Auditor for his services rendered pursuant hereto an annual base salary of \$111,467.94, payable in equal installments at the same time as other employees of the Employer are paid. The Employer agrees to increase said base salary and/or benefits of the City Auditor in such amounts and to such extent as the City Commission and the City Auditor may determine that it is desirable to do so. The City Auditor’s performance, salary, and benefits shall be reviewed after the conclusion of every fiscal year by the City Commission. The performance objectives and review procedures should

be established at the beginning of the fiscal year for the next review period. In order to convert to a common review date amongst the Charter Officers based on the fiscal year, the City Auditor's first salary increase after the 2010 fiscal year shall become effective on the first Monday of the first full pay period of the next calendar year. This initial transitional increase shall be prorated based on the City Auditor's anniversary date (November 9th) and the end of the fiscal year being evaluated. Any subsequent increases will be based on the prior fiscal year and become effective on the first Monday of the first full pay period of the next calendar year.

Executed at Gainesville, Alachua County, Florida, this ____ day of _____, 2010.

CITY OF GAINESVILLE

ATTEST:

CLERK OF THE COMMISSION

CRAIG LOWE, MAYOR

BRENT GODSHALK
CITY AUDITOR

First Amendment to Employment Agreement

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”), made and entered into this ____ day of _____, 2010, by and between the City Commission of the City of Gainesville, Florida, hereafter also called “EMPLOYER,” and Cecil Howard, hereafter also called the “EQUAL OPPORTUNITY DIRECTOR”, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer and Equal Opportunity Director have heretofore entered into an Employment Agreement dated October 22, 2009, (hereinafter collectively referred to as the “Employment Agreement”); and

WHEREAS, Employer wishes to amend said Employment Agreement so that the Equal Opportunity Director’s performance review cycle is the fiscal year, any annual pay increase will be effective the first Monday of the first full pay period of the next calendar year, and there is no fiscal impact to the Equal Opportunity Director in amending said Employment Agreement in this manner.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Employment Agreement and this First Amendment thereto, the Employer and Equal Opportunity Director agree to amend the Employment Agreement as follows:

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

A. The Employer agrees to pay the Equal Opportunity Director for his services rendered pursuant hereto an annual base salary of \$102,000.00, payable in equal installments at the same time as other employees of the Employer are paid. The Employer agrees to increase said base salary and/or benefits of the Equal Opportunity Director in such amounts and to such extent as the City Commission and the Equal Opportunity Director may determine that it is

desirable to do so. The Equal Opportunity Director's performance, salary, and benefits shall be reviewed after the conclusion of every fiscal year by the City Commission. The performance objectives and review procedures should be established at the beginning of the fiscal year for the next review period. In order to convert to a common review date amongst the Charter Officers based on the fiscal year, the Equal Opportunity Director's first salary increase after the 2010 fiscal year shall become effective on the first Monday of the first full pay period of the next calendar year. This initial transitional increase shall be prorated based on the Equal Opportunity Director's anniversary date (October 28th) and the end of the fiscal year being evaluated. Any subsequent increases will be based on the prior fiscal year and become effective on the first Monday of the first full pay period of the next calendar year.

Executed at Gainesville, Alachua County, Florida, this ____ day of _____, 2010.

CITY OF GAINESVILLE

ATTEST:

CLERK OF THE COMMISSION

CRAIG LOWE, MAYOR

CECIL HOWARD
EQUAL OPPORTUNITY DIRECTOR

First Amendment to Employment Agreement

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”), made and entered into this ____ day of _____, 2010, by and between the City Commission of the City of Gainesville, Florida, hereafter also called “EMPLOYER,” and Robert Hunzinger, hereafter also called the “GENERAL MANAGER”, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer and General Manager have heretofore entered into an Employment Agreement dated January 15, 2008, (hereinafter collectively referred to as the “Employment Agreement”); and

WHEREAS, Employer wishes to amend said Employment Agreement so that the General Manager’s performance review cycle is the fiscal year, any annual pay increase will be effective the first Monday of the first full pay period of the next calendar year, and there is no fiscal impact to the General Manager in amending said Employment Agreement in this manner.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Employment Agreement and this First Amendment thereto, the Employer and General Manager agree to amend the Employment Agreement as follows:

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

A. The Employer agrees to pay the General Manager for his services rendered pursuant hereto an annual base salary of \$214,200.00, payable in equal installments at the same time as other employees of the Employer are paid. The Employer agrees to increase said base salary and/or benefits of the General Manager in such amounts and to such extent as the City Commission and the General Manager may determine that it is desirable to do so. The General Manager’s performance, salary, and benefits shall be reviewed after the conclusion of every fiscal year by the City Commission. The performance

objectives and review procedures should be established at the beginning of the fiscal year for the next review period. In order to convert to a common review date amongst the Charter Officers based on the fiscal year, if the City Commission grants a salary increase to the General Manager based on the 2010 fiscal year of zero or any percentage greater than zero, this increase (or lack thereof if it is zero) shall become effective on the first Monday of the first full pay period in January, 2011. This initial transitional increase shall be prorated based on the General Manager's anniversary date (March 3rd) and the end of the fiscal year being evaluated. Any subsequent increases will be based on the prior fiscal year and become effective on the first Monday of the first full pay period of the next calendar year.

Executed at Gainesville, Alachua County, Florida, this ____ day of _____, 2010.

CITY OF GAINESVILLE

ATTEST:

CLERK OF THE COMMISSION

CRAIG LOWE, MAYOR

ROBERT HUNZINGER
GENERAL MANAGER

Fifth Amendment to Employment Agreement

THIS FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT (“FIFTH AMENDMENT”), made and entered into this ____ day of _____, 2010, by and between the City Commission of the City of Gainesville, Florida, hereafter also called “EMPLOYER,” and Kurt Lannon, hereafter also called the “CLERK”, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer and Clerk have heretofore entered into an Employment Agreement dated December 1, 1993, the First Amendment to Employment Agreement dated February 9, 1996, the Second Amendment to Employment Agreement dated September 19, 2001, the Third Amendment to Employment Agreement dated August 15, 2005, the Fourth Amendment to Employment Agreement dated March 6, 2008 (hereinafter collectively referred to as the “Employment Agreement”); and

WHEREAS, Employer wishes to amend said Employment Agreement so that the Clerk’s performance review cycle is the fiscal year, any annual pay increase will be effective the first Monday of the first full pay period of the next calendar year, and there is no fiscal impact to the Clerk in amending said Employment Agreement in this manner.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Employment Agreement and this Fifth Amendment thereto, the Employer and Clerk agree to amend the Employment Agreement as follows:

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

A. The Employer agrees to pay the Clerk for his services rendered pursuant hereto an annual base salary of \$95,666.97, payable in equal installments at the

same time as other employees of the Employer are paid. The Employer agrees to increase said base salary and/or benefits of the Clerk in such amounts and to such extent as the City Commission and the Clerk may determine that it is desirable to do so. The Clerk's performance, salary, and benefits shall be reviewed after the conclusion of every fiscal year by the City Commission. The performance objectives and review procedures should be established at the beginning of the fiscal year for the next review period. In order to convert to a common review date amongst the Charter Officers based on the fiscal year, the Clerk's first salary increase after the 2010 fiscal year shall become effective on the first Monday of the first full pay period of the next calendar year. This initial transitional increase shall be prorated based on the Clerk's anniversary date (December 1st) and the end of the fiscal year being evaluated. Any subsequent increases will be based on the prior fiscal year and become effective on the first Monday of the first full pay period of the next calendar year.

Executed at Gainesville, Alachua County, Florida, this ____ day of _____, 2010.

CITY OF GAINESVILLE

ATTEST:

CLERK OF THE COMMISSION

CRAIG LOWE, MAYOR

KURT LANNON
CLERK OF THE COMMISSION

Tenth Amendment to Employment Agreement

THIS TENTH AMENDMENT TO EMPLOYMENT AGREEMENT (“TENTH AMENDMENT”), made and entered into this ____ day of _____, 2010, 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 and Attorney have heretofore entered into an 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, the Sixth Amendment to Employment Agreement dated February 27, 1996, the Seventh Amendment to Employment Agreement dated September 19, 2001, the Eighth Amendment to Employment Agreement dated July 19, 2004, and the Ninth Amendment to Employment Agreement dated February 27, 2008 (hereinafter collectively referred to as the “Employment Agreement”); and

WHEREAS, Employer wishes to amend said Employment Agreement so that the Attorney’s performance review cycle is the fiscal year, any annual pay increase will be effective the first Monday of the first full pay period of the next calendar year, and there is no fiscal impact to the Attorney in amending said Employment Agreement in this manner.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Employment Agreement and this Tenth Amendment thereto, the Employer and Attorney agree to amend the Employment Agreement as follows:

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

A. The Employer agrees to pay the Attorney for his services rendered pursuant hereto an annual base salary of \$166,126.29, payable in equal installments at the same time as other employees of the Employer are paid. The Employer agrees to increase said base salary and/or benefits of the Attorney in such amounts and to such extent as the City Commission and the Attorney may determine that it is desirable to do so. The Attorney's performance, salary, and benefits shall be reviewed after the conclusion of every fiscal year by the City Commission. The performance objectives and review procedures should be established at the beginning of the fiscal year for the next review period. In order to convert to a common review date amongst the Charter Officers based on the fiscal year, the Attorney's first salary increase after the 2010 fiscal year shall become effective on the first Monday of the first full pay period of the next calendar year. This initial transitional increase shall be prorated based on the Attorney's anniversary date (October 8th) and the end of the fiscal year being evaluated. Any subsequent increases will be based on the prior fiscal year and become effective on the first Monday of the first full pay period of the next calendar year.

Executed at Gainesville, Alachua County, Florida, this ____ day of _____, 2010.

CITY OF GAINESVILLE

ATTEST:

CLERK OF THE COMMISSION

CRAIG LOWE, MAYOR

MARION J. RADSON
CITY ATTORNEY