

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

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.

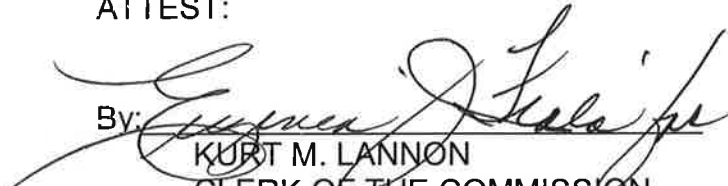
EMPLOYER:



THOMAS D. BUSSING,
MAYOR

Date: Sept 19, 2001

ATTEST:

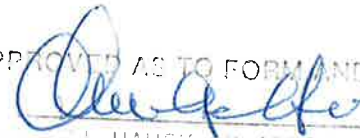
By: 

KURT M. LANNON
CLERK OF THE COMMISSION



MARION J. RADSON
CITY ATTORNEY

Date: 08/30/01

APPROVED AS TO FORM AND LEGALITY
BY: 

CHARLES L. HAUCK, SR., ASST. CITY CLERK
CITY OF GAINESVILLE, FLORIDA
DATE: 9/18/01