

First Amendment to Employment Agreement

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”), made and entered into December 13, 2018, by and between the City of Gainesville, Florida, hereafter the “CITY,” and Anthony Lyons, hereafter the “CITY MANAGER”, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City and City Manager have heretofore entered into an Employment Agreement dated May 19, 2016, hereafter the “Employment Agreement”; and

WHEREAS, the City and City Manager wish to provide for an orderly and effective end to the employment relationship and thus agree to amend the Employment Agreement as follows:

NOW THEREFORE, Section 4.A. of the Employment Agreement is amended in its entirety to read as follows:

A. The City Manager agrees to voluntarily resign from his employment as a Charter Officer with the City effective January 18, 2019 at 5:00 p.m. In consideration of such, the City shall pay the City Manager severance pay in the amount of 20 weeks of compensation, which shall only include 20 weeks of base pay and 20 weeks of the City’s contributions to health insurance, life insurance, and retirement for the City Manager at the then current rates, which will be paid in the pay period that ends January 27, 2019, less appropriate deductions for federal withholding and other applicable taxes. Such severance pay will be in addition to payment for unused and accrued PTO, which will also be paid in the pay period that ends January 27, 2019.

A new **Section 11, Time Limited Temporary Employment**, is created and added to the Employment Agreement to read as follows:

Section 11. Time Limited Temporary Employment.

In order to provide for an orderly transition of city management duties, Anthony Lyons agrees to work as a time limited temporary employee effective from January 18, 2019 at 5:01pm until February 14, 2019 at 5:00pm. During this time limited temporary appointment, Anthony Lyons will provide transition assistance as requested by whomever the City Commission appoints as the Interim City Manager. For this time limited temporary appointment, the City shall pay Anthony Lyons at the rate of pay he received as the City Manager and at the then current rates for the City’s contributions to health insurance, life insurance, and retirement, less appropriate deductions for federal withholding and other applicable taxes. The City’s Human

Resources Department is authorized to prepare and effectuate all necessary documentation for this time limited temporary appointment.

A new **Section 12, Covenant Not to Sue**, is created and added to the Employment Agreement to read as follows:

Section 12. Covenant Not to Sue.

In consideration of this First Amendment to Employment Agreement, the City Manager agrees to never institute any action or suit at law or in equity against the City, its officers, agents, and employees, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss of injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of or relating to the employment relationship, including the cessation thereof.

Time for Approval. In the event this First Amendment is not approved and executed by the parties on or before 6pm on Thursday, December 13, 2018, it shall be deemed withdrawn.

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 Manager has signed and executed this First Amendment effective as of the date first written above. Except as hereinabove expressly modified, amended and changed, the terms, conditions and covenants of the Employment Agreement shall remain in full force and effect.

ATTEST:




Omichele D. Gainey
CLERK OF THE COMMISSION

CITY OF GAINESVILLE



Lauren Poe
MAYOR



Anthony Lyons
CITY MANAGER

Approved as to Form and Legality
Nicelle Shalley
City Attorney