

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT**

This Third Amendment to Employment Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Key West, Florida, a municipal corporation, (hereinafter “CITY”) and James K. Scholl, (hereinafter “SCHOLL”).

**WITNESSETH**

WHEREAS, the CITY and SCHOLL entered into an Employment Agreement on the 2<sup>nd</sup> day of July 2014, (hereinafter the “AGREEMENT”); and

WHEREAS, the CITY and SCHOLL entered into a FIRST AMENDMENT TO AGREEMENT on the 21<sup>st</sup> day of October, 2014, which extended the term of the AGREEMENT until July 2016; and

WHEREAS, the CITY and SCHOLL entered into a SECOND AMENDMENT TO AGREEMENT on the 2nd day of February, 2016, which extended the term of the AGREEMENT until July 2019; and

WHEREAS, the CITY and SCHOLL now desire to amend the AGREEMENT in order to modify the terms and conditions.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and SCHOLL agree as follows:

Section 1: That the first sentence of paragraph 4(A) of the AGREEMENT is amended to provide as follows: A. Normal Term. The normal term of this Agreement will be for a period of ~~twelve (12) twenty-four (24) sixty (60)~~ sixty-three (63) calendar months, commencing at 8:00 A.M. on the third day of July 2014 and ending at 5:00 P.M. on the ~~second first~~ day of ~~July 2015 2016~~ October, 2019, unless extended or reduced as provided herein.

Section 2: Except as modified herein, the AGREEMENT as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this Second Amendment to Agreement on the date first written above.

CITY OF KEY WEST, FLORIDA

By: \_\_\_\_\_  
TERI JOHNSTON, MAYOR

\_\_\_\_\_  
CHERYL SMITH, CITY CLERK

\_\_\_\_\_  
JAMES K. SCHOLL, CITY MANAGER