

## SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Key West, Florida, a municipal corporation, (hereinafter "CITY") and Shawn D. Smith, (hereinafter "SMITH").

### WITNESSETH

WHEREAS, CITY and SMITH entered into an Employment Agreement on the 8<sup>th</sup> day of November, 2006, which was subsequently amended on July 6, 2010 (hereinafter the "Agreement"); and

WHEREAS, CITY and SMITH desire to again amend their 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 SMITH agree as follows:

**Section 1:** That the first sentence of paragraph 5(A) of the Agreement is amended to provide as follows: The normal term of this agreement will be for a period of one hundred forty-four (144) calendar months, commencing at 9:00 A.M. on the 22<sup>nd</sup> day of December, 2006, and ending at 5:00 P.M. on the 21<sup>st</sup> day of December, 2018.

**Section 2:** That the following language be added at the conclusion of Paragraph 4 "Notwithstanding the foregoing, Attorney shall be permitted to teach or conduct mediations so long as it does not interfere with the Duties and Responsibilities specified herein. Prior to any undertaking, Attorney shall provide each Commission member with notice of the specifics of the proposal. If any Commission member objects, Attorney shall not undertake the obligation unless approved by subsequent majority vote of the City Commission."

**Section 3:** That paragraph 5(E) be modified to reduce potential severance payments from the current six calendar months to the twenty weeks specified by Florida Statute 215.425(4)(A) as follows"~~...six (6) calendar months~~ twenty (20) calendar weeks...."

**Section 4:** That the following language be added to the conclusion of Paragraph 3: "Annual leave shall accrue at the rate of 20 days per year, which shall be advanced yearly on December 22<sup>nd</sup>."

**Section 5:** 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: \_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

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

\_\_\_\_\_  
SHAWN D. SMITH