

RESOLUTION NO. 14-309

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF KEY WEST AND JAMES K. SCHOLL; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on July 1, 2014, in Resolution No. 14-175, the City Commission selected James K. Scholl as Interim City Manager; and

WHEREAS, Scholl's performance as City Manager has stabilized the administration of City government and worked to instill confidence in its operations; and

WHEREAS, it is in the best interests of the community and the parties to remove the interim title and extend the contract for an additional year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached First Amendment to City Manager Employment Agreement between the City of Key West and James K. Scholl is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by

the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 21st day of October, 2014.

Authenticated by the Presiding Officer and Clerk of the Commission on 22nd day of October, 2014.

Filed with the Clerk on October 22, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Absent</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement is entered into this 21st day of October, 2014, by and between the City of Key West, Florida, a municipal corporation, (hereinafter "CITY") and James K. Scholl, (hereinafter "SCHOLL").

WITNESSETH

WHEREAS, CITY and SCHOLL entered into an Interim Employment Agreement on the 2nd day of July 2014, (hereinafter the "Agreement"); and

WHEREAS, the CITY and SCHOLL now desire to 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 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) calendar months, commencing at 8:00 A.M. on the 3rd day of July 2014 and ending at 5:00 P.M. on the 2nd day of July 20165, unless extended or reduced as provided herein.

Section 2: That the word "interim" is deleted from any place in which it appears within the Agreement.

Section 3: Except as modified herein, the Agreement as amended shall remain in full force and effect.

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

CITY OF KEY WEST, FLORIDA



By: _____

CRAIG CATES, MAYOR

Rayl Smith
RAYL SMITH, CITY CLERK

JK Scholl
JAMES K. SCHOLL, CITY MANAGER