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M E M O R A N D U M

TO: Mayor and City Council Members, South Daytona City Council
FROM: Wade C. Vose, City Attorney
DATE: February 11, 2025
SUBJECT: Second Amendment to Employment Agreement Per Council Direction

At its July 23, 2024 Council Meeting, the Council provided direction that the City Manager's Employment Agreement be reviewed to revise it to remove the need for an annual performance review/goal setting agenda item, while still maintaining the opportunity for individual written evaluations of the City Manager's performance by the Council Members. Pursuant to that review, the attached Second Amendment to Employment Agreement has been prepared.

As always, I am glad to discuss further. Please review the attached amendment, and please give me a call on my cell (321-299-2289) any time, day or night, if you have any questions or concerns.

EMPLOYMENT AGREEMENT
ADDENDUM #2

This **SECOND AMENDMENT TO EMPLOYMENT AGREEMENT** (“Second Amendment”) is made and entered into as of the _____ day of _____ 2025 by and between the CITY OF SOUTH DAYTONA, a Florida municipal corporation located in Volusia County (the “City”), and James L. Gillis, Jr. (the “City Manager”).

WITNESSETH:

WHEREAS, the City and City Manager are parties to that certain Employment Agreement dated December 11, 2018 (“Agreement”), which Agreement was amended and restated in that certain Employment Agreement Addendum #1 dated June 11, 2019; and

WHEREAS, the Parties find that it would be appropriate to amend the Agreement, as previously amended and restated, to preserve the provisions relating to an annual written evaluation of the City Manager’s performance by each City Council member, but remove provisions requiring review thereof at a City Council meeting.

NOW THEREFORE, the parties, in consideration of the terms set forth below, agree as follows:

SECTION 1. Amendment to Section 4 of Agreement. Section 4 of the Agreement, as previously amended and restated, is hereby amended as follows:

Section 4. Performance Evaluations

A. Performance evaluations are important and healthy for an effective council-manager relationship. The City Manager's performance evaluation is an essential tool for promoting more effective decision-making and more responsive government. Therefore, the City agrees to facilitate ~~conduct~~ performance evaluations of the City Manager on a continuing basis, in a format acceptable to a majority of the City Council. ~~The~~ Each City Councilmember may ~~shall first~~ evaluate the performance of the City Manager during the month of July 2019 and ~~subsequent annual evaluations shall occur during July of each subsequent year during the term of this Agreement. with any salary or benefit adjustment to be effective October 1st for budgetary purposes.~~ The purpose of the performance evaluations is to allow Council members to (i) improve communication between the Council and the City Manager; (ii) evaluate whether ~~prior yearly~~ goals set by Council and City Manager have been met ~~and to set new goals and directives for the succeeding year~~; (iii) provide important feedback to the City Manager; (iv) acknowledge strengths and point out areas for improvement for the City Manager; (v) bring problems into focus and reduce future misunderstanding and conflict; (vi) be fully transparent with the public about overall city performance; and (viii) help clarify roles and responsibilities of both the City Council and the City Manager.

B. The following procedure for the yearly evaluation is agreed to by both parties:

(i) ~~If desired, Each~~ member of the City Council ~~may shall~~ complete a written evaluation in a format mutually agreed to with the City Manager;

(ii) ~~If desired, Each~~ City Councilmember ~~shall will~~ have the opportunity to meet individually with the City Manager to discuss the written evaluation;

~~(iii) There shall be a goal setting discussion during a regular City Council meeting in July where goals are established for the City Manager to accomplish in the upcoming year.~~

C. It is understood and agreed that if the City Manager receives a positive evaluation from the Council, ~~the~~ The City Manager may receive a salary or benefit increase, but any such increase is solely within the discretion of the Council, approved at a public meeting, with any salary or benefit adjustment to be effective October 1st for budgetary purposes.

SECTION 2. Amendment to Appendix B to Agreement. The following portions of Appendix B (City Manager Performance Evaluation) to the Agreement, as previously amended and restated, are hereby amended as follows:

~~If desired, Each~~ member of the City Council ~~may should~~ complete this evaluation form, sign it in the space below and return it to the Human Resources Director. ~~If desired, each~~ City Councilmember will have the opportunity to meet individually with the City Manager to discuss the written evaluation. ~~The deadline for submitting this performance evaluation is _____.~~ Evaluations will be summarized and included on the agenda for discussion at the City Council meeting on _____. ~~Future goals for the City Manager will be discussed and established during this meeting.~~

...
~~All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the City Council to the City Manager as part of the agenda for the meeting indicated on the cover page. Future goals will be discussed and established at this meeting.~~

SECTION 3. Preservation of All Other Terms. All other terms of the Agreement, as previously amended and restated, remain in full force and effect and are unmodified by this Amendment.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this agreement on the date noted below.

City of South Daytona, a Florida municipal corporation

Approved as to form and sufficiency:

William C. Hall, Mayor
Date: _____

Wade C. Vose, City Attorney

City Manager

James L. Gillis, Jr.
Date: _____