

FIRST AMENDMENT TO CHIEF HEARING EXAMINER EMPLOYMENT AGREEMENT

This employment agreement is entered into and effective on September 15, 2020 (Effective Date), by and between Lee County, a charter county and political subdivision of the State of Florida by its County Commissioners ("County") and Donna Marie Collins ("Chief Hearing Examiner").

WITNESSETH:

WHEREAS, the County and Donna Marie Collins entered into an Agreement for employment as the Chief Hearing Examiner for Lee County on September 3, 2013; and

WHEREAS, the Agreement provides for benefits, conditions of employment, and working conditions of the Chief Hearing Examiner; and

WHEREAS, the County desires to secure and retain the continued services of the Chief Hearing Examiner and to provide an inducement for the Chief Hearing Examiner to remain in such employment, and Chief Hearing Examiner desires to continue employment; and

WHEREAS, the County and Chief Hearing Examiner wish to memorialize herein the terms and conditions of such employment.

NOW, THEREFORE, for and in consideration of the mutual promises and benefits conferred herein, the payments contemplated hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, covenant and agree as follows:

1. **RECITALS**. The recitals set forth above are incorporated into this First Amendment to the Chief Hearing Examiner's Employment Agreement.
2. **AMENDMENT**. The Parties agree to amend the correspondingly numbered sections of the Agreement as follows:

A. Term. Section 4 shall be amended to read as follows:

~~4.2 **Renewal**. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive three (3) year periods unless earlier terminated under the provisions of paragraph 7 of this Agreement.~~

4.2 **Extension/Renewal**. The Agreement shall be extended to October 1, 2024 unless earlier terminated under the provisions of paragraph 7.

B. Benefits. Section 6 shall be amended to read as follows:

6.1.1 Exemption from Vacation Leave Policy. As a contract employee, the Hearing Examiner is exempt from Lee County's Vacation Leave Policy 402:1.4, which limits carryover vacation hours from year to year. All payments associated with the Chief Hearing Examiner's accrued vacation leave shall be based on the Chief Hearing Examiner's then Base Salary as of the termination of this Agreement.

6.1.2 Restoration of Vacation Leave. The County shall restore 67.9394 hours of vacation leave awarded under this contract that were deleted in January 2020 pursuant to the County's Vacation Leave Policy 402:1.4.

6.1.3 Award of Vacation Leave. The County shall award the Chief Hearing Examiner 110 hours of vacation leave on September 3, 2022.

6.2.1 Compensation for Unused Sick Leave. Upon termination of service, whether voluntarily or involuntarily, County shall fully compensate the Chief Hearing Examiner for up to two hundred eighty (280) hours, if accumulated and not taken, based upon Chief Hearing Examiner's salary at the time of termination.

6.2.2 Award of Sick Leave. The County shall award the Chief Hearing Examiner 50 hours of sick leave on September 3, 2022.

3. **TERMS NOT AMENDED REMAIN IN EFFECT.** Except as amended herein, all terms, conditions, benefits and obligations of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County and Chief Hearing Examiner have make and executed this First Amendment Agreement on the respective dates under each signature. Lee County, through its Board of County Commissioners, authorize the County Chair to execute this Agreement on September 15, 2020.

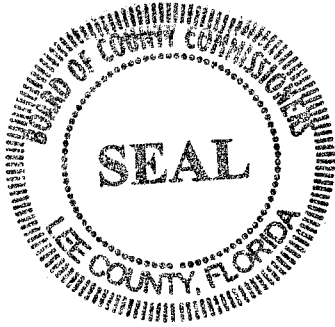
ATTEST:
LINDA DOGGETT, CLERK

By: Joyce Townsend
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

By: Brian Hamman
Brian Hamman, Chair

Date: 9/18/2020



CHIEF HEARING EXAMINER

By: Donna Marie Collins
Donna Marie Collins

Date: September 15, 2020

APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

By: Robert D. [Signature]
Office of the County Attorney