

AMENDMENT TO EMPLOYMENT CONTRACT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment") is entered into by the City of Palm Bay, Florida, a Florida municipal corporation ("City"), and Lisa Morrell, an individual ("Morrell "), and is intended to amend the Employment Agreement between City and Morrell dated December 27, 2018 ("Employment Agreement").

1. Lisa Morrell hereby voluntarily resigns her position as City Manager effective July 2, 2020.

2. The City agrees and will stipulate that Morrell retired from service in good standing.

3. The City will pay Morrell 10 weeks of severance. This amount will be paid to Morrell, less taxes and other standard withholdings, within eight (8) business days of the execution of this Amendment by the parties.

4. The City will also pay 100% of vacation and 75% of Morrell's sick leave pursuant to Administrative Code 1-31 section 31.6

5. The City will pay Morrell \$5,000 of administrative pay, this amount is subject to withholdings for social security, state and federal payroll taxes and other required payroll withholdings and deductions. Morrell understands that this extra pay given to her is in exchange for her signature on the mutual release of claims. This amount will be paid within ten (10) calendar days of Morrell's execution of the attached Release of Claims, provided Morrell has not revoked the Mutual Release of Claims.

6. Except as specifically set forth in this Amendment, and any vested retirement benefits or health insurance provided for the remainder of the month or continued health insurance coverage under COBRA or similar laws, Morrell will not be entitled to any further compensation or benefits from the City after July 2, 2020.

7. This Amendment together with the Employment Agreement as amended by this Amendment, constitutes the entire understanding of the parties and supersedes any and all prior understandings with respect to Morrell's employment with the City. Morrell and the City are entering into this Agreement voluntarily. Morrell has also been advised that she may revoke the Release of Claims within

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seven days of signing it. Any such revocation must be delivered to the City Attorney on or before the expiration of such seven-day revocation period. By her signature below, Morrell acknowledges that she has read and fully understands this Agreement. She is advised to, and has had an opportunity to, consult with an attorney before signing it.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date written below.

By _____
LISA MORRELL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization or this _____ day of _____, 2020 by Lisa Morrell. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
My Commission expires on: _____

CITY OF PALM BAY, FLORIDA

ATTEST:

TERESE M. JONES, City Clerk

By _____
WILLIAM CAPOTE
Mayor

DATE: _____

MUTUAL RELEASE OF CLAIMS

In exchange for \$5,000, and other good and valuable consideration, and with the exception of any vested benefits, **Lisa Morrell** ("Morrell") hereby releases and forever discharges the City of Palm Bay, Florida, its Council members, insurers, officials, officers, employees, volunteers, agents and attorneys (collectively, the "Releasees"), in both their official and individual capacities, from each and every right, claim, debt and cause of action whatsoever, known and unknown, foreseen and unforeseen, against the Releasees which Employee has or may have by reason of any matter, cause or thing whatsoever from the beginning of the world until the date of this Mutual Release of Claims. Similarly, the **CITY OF PALM BAY and Releasees** hereby releases and forever discharges Employee, his/her heirs and agents, representatives, attorneys, successors and assigns from each and every right, claim, debt and cause of action whatsoever, known and unknown, foreseen and unforeseen, against Employee which the City and/or Releasees has or may have by reason of any matter, cause or thing whatsoever from the beginning of the world until the date of this Mutual Release of Claims. This release includes, but is not limited to, actions alleging breach of contract, exposure to COVID-19, discrimination or retaliation of any kind, defamation or any other tort, legal or equitable actions under the U.S. Constitution, the Florida Constitution, 42 U.S.C. §§ 1983 and 1988, the Civil Rights Acts of 1866, 1964 (Title VII) and 1991, the Americans with Disabilities Act, the federal False Claims Act and the so-called Whistleblower Protection Act, the Florida Whistleblower's Acts of 1986 and 1991, the Florida Civil Rights Act, all amendments to such laws, and any other state, federal or local law, ordinance, code, rule, regulation or policy.

LISA MORRELL

Date: _____, 2020

**CITY OF PALM BAY, FLORIDA,
a Florida Municipal Corporation**

By: _____

Print Name: _____

Title: _____

Date: _____, 2020