## AMENDMENT TO THE SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Amendment to the Settlement Agreement and General Release ("Agreement") is hereby made and entered into by and between JONATHAN EVANS ("Evans") and the CITY OF RIVIERA BEACH, FLORIDA (hereinafter referred to as the "City"). In exchange for the mutual promises set forth below and intending to be legally bound, the City and Evans agree to the following Amendment to the Settlement Agreement and General Release executed by Evans on July 30, 2018 and executed by the City on August 3, 2018:

- I. Both Evans and the City hereby agree that each party has sufficient consideration for this Amendment.
- II. Evans and the City hereby amend the Settlement Agreement and General Release executed by Evans on July 30, 2018 and executed by the City on August 3, 2018 (attached hereto as Exhibit "A"), by deleting and removing Paragraph H in its entirety. The Settlement Agreement and General Release is attached hereto as Exhibit "A." Evans and the City hereby agree that the Settlement Agreement and General Release will now not include the language "Employee hereby agrees that he will not seek employment with Employer at any time in the future. Employee further agrees that he will neither apply for any position with Employment nor will Employee accept any position offered to him by Employer."
- III. Should any part, term, or provision of this Amendment be declared or be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term, or provision shall be deemed not a part of this Agreement.
- IV. This Amendment shall be governed exclusively by Florida Law and venue for any action herein shall be in the courts of Palm Beach County.
- V. The parties agree that this Amendment hall be construed as jointly prepared by the parties so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
- VI. This Amendment may be executed in counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment, all of which taken together shall constitute one and the same Agreement. In the event an executed version of this Amendment is transmitted by facsimile or is scanned and emailed, this Amendment shall be effective and binding as if it were the originally executed document. However, Evans will deliver original documents to Torcivia, Donlon, Goddeau & Ansay, P.A. as soon as possible.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

JONATHAN EVANS, Date	
STATE OF FLORIDA COUNTY OF HAR W	
The foregoing instrument was acknowledged before JONATHAN EVANS, who is personally known to me, or hadid/did not take an oath.	
Myst D Hig and	My commission expires:
	July 2021

Amendment to the Settlement Agreement and General Release—Jonathan Evans
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CITY OF RIVIERA BEACH, FLORIDA:

Ronnie L. Felde

Mayor

Attest:

As to form and legal sufficiency: