

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of the 20th day of May 2019 (the "Effective Date") by and between the **CITY OF MARCO ISLAND, FLORIDA**, a Florida municipal corporation located in Collier County (the "City"), and **MICHAEL A. McNEES**, (the "City Manager"). The City and the City Manager may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Section 4.02 of the City Charter (the "Charter") requires that there shall be a city manager who is the chief administrative officer of the City; and

WHEREAS, the City Manager represents he has the expertise and skills to serve as the city manager; and

WHEREAS, the City is willing to offer the position of city manager, and Michael A. McNees is willing to accept the appointment to the position of city manager, pursuant to the terms and conditions in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises set forth in this Agreement, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the City and the City Manager agree as follows:

Section 1. Duties

A. The City Council hereby employs Michael A. McNees as city manager, of and for the City of Marco Island, Florida, to perform the functions and duties as specified in the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall assign from time to time.

B. The City Manager shall discharge his duties in accordance with the terms, conditions, and provisions contained in this Agreement, the City Charter, the job description attached as Exhibit A and incorporated herein, and any applicable employment policies, as may be established and amended from time to time, and in a professional and respectable fashion as required of city managers generally and as required by the standards of the Code of Ethics of the International City/County Management Association.

C. The City Manager is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, and must devote a great deal of time outside the normal office hours to address the business of the City. The duties of his position will be variable and may require work after the City's regular business hours, and on nights, weekends and holidays. The City Manager acknowledges that proper performance of the duties of the position will require him to generally observe normal business hours (currently 8:00 am. to 5:00 p.m., Monday through Friday, as set by the City and as may be revised from time to time by the City. The City Manager further agrees to be exclusively employed by the City during the term of this Agreement. The City Manager may from time to time, only during off-duty hours, undertake teaching or professional consulting, only with advance approval by the City Council. Said teaching or professional consulting shall not pose a conflict of interest nor interfere with the City Manager's duties and responsibilities as City Manager in any way.

D. In the event that the City Manager is temporarily unable to perform his/her duties, the City Manager shall designate an Acting City Manager for such length of time as may be needed for the City Manager to resume his/her duties. In the event the City Manager is incapacitated or otherwise unable to designate an Acting City Manager, the City Council shall nominate and approve an Acting City Manager.

Section 2. Term of Agreement

A. The term of this Agreement shall commence as of July 1, 2019, and shall continue until terminated by either the City or the City Manager as provided herein (the "Term"). Both the City and the City Manager acknowledge that employment with the City is on an at-will basis, and that he shall serve at the pleasure of the City Council.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, subject only to the provisions set forth in Section 5 of this Agreement.

Section 3. Salary

A. The City agrees to pay the City Manager as compensation for his services under this Agreement an initial annual salary of ONE HUNDRED EIGHT-FIVE THOUSAND and No/100 Dollars (\$185,000.00), payable in biweekly installments at the same time as when other City employees are paid. This salary is subject to all legally required deductions.

B. The City, at its option, may review said base salary and/or other benefits of the City Manager and increase/decrease same in such amounts and to such an extent as the City Council may determine desirable on the basis of the performance of the City Manager, in the City Council's sole and absolute discretion. Nothing herein shall require the City to increase the compensation and/or other benefits of the City Manager

Section 4. Performance Evaluations

A. 1. 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 conduct performance evaluations of the City Manager on a continuing basis, in a format acceptable to a majority of the City Council. The City Council shall evaluate the performance of the City Manager within the first month following the anniversary date of each employment year. 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.

2. The following format for the yearly evaluation is agreed to by both parties:

- * Each member of the City Council shall publicly submit a written evaluation in the format attached to this Agreement as Exhibit B;
- * The City Manager shall publicly submit a written self-evaluation in the format attached to this Agreement as Exhibit B;
- * City Councilors and City Manager shall provide an oral summary of their individual evaluations during a regular City Council meeting and may also meet individually with the City Manager for additional discussion;
- * The City Council shall jointly set improvement goals for the City Manager where necessary based on the compiled category ratings drawn from the written evaluations in addition to other relevant criteria solely determined by City Council;
- * From time to time, the City Council may elect to direct the City Manager to solicit feedback through an independent third party from staff as part of a "Manager Effectiveness Evaluation".

B. It is understood and agreed that if the City Manager receives a positive evaluation from the Council, 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.

C. The evaluations specified in Section 4(A) shall be based upon: (i) the City Manager's performance of the duties specified in Section 1 and Exhibit A; (ii) the City Manager's achievements of the City Council's policy directives; (iii) the City Manager's completion of appropriate professional development programs, as applicable, and (iv) the criteria listed in Section 4(A)(2). The failure to conduct an annual evaluation shall not constitute a material breach of this Agreement.

Section 5. Termination by the City

A. In accordance with Section 4.02 of the Charter, the City Manager shall serve at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time during a Regular or Special City Council meeting.

B. In the event the City Council terminates the City Manager other than for reasons set forth in Section 5(C), the City shall: (i) provide the City Manager with a lump sum severance payment equal to ten (10) weeks of his regular base salary at the time of termination if terminated within the first two (2) years of employment or twenty (20) weeks if terminated anytime thereafter ("Severance Payment"). In the event City Council terminates the City Manager (other than for reasons set forth in Section 5(C)), during the first year of this Agreement, the City shall, in addition to the referenced Severance Payment, provide the City Manager with a lump sum payment equal to the remaining first year term of the City Manager's Lease for his first year of residential housing in Marco Island, in an amount not to exceed \$10,000.00 ("Rental Payment"). The City shall not provide the City Manager with his automobile allowance or any other benefit or reimbursement (except as is specifically set forth in this paragraph) beyond the date of his termination. The Severance Payment shall be paid to the City Manager in a lump sum upon his termination or within thirty (30) days thereafter at the City Council's option.

C. Notwithstanding the provisions of Section 5(B), the City Council may terminate the City Manager at any time during a Regular or Special City Council meeting for misconduct as defined in Section 443.036(29), Florida Statutes, and/or for being found in violation by the ICMA of the ICMA's Code of Ethics. If for any reason, after due notice, the ICMA should fail or refuse to issue an ethics opinion within 30 days after requested by the City in writing, City Council may proceed as it may deem appropriate under the circumstances and in its absolute discretion. If the City Manager is terminated for misconduct and/or for violating the ICMA's Code of Ethics, the City Manager shall not receive the Severance Payment; however, his termination under this Section shall have no impact on the City Manager's entitlement to any pay or benefits earned prior to the date of his termination.

D. Similar to other general City Employees, upon termination of employment, the City Manager shall receive any unused hours of personal leave up to the maximum of 500 hours, and payment for personal leave hours shall be based upon the City Manager's salary and benefit allowance as of the date of the City Manager's termination.

E. With the exception of his entitlement to any payout for his personal leave benefits, upon issuance of the Severance Payment specified in Section 5(B) or upon resignation or retirement as provided for in Section 6, the City shall have no further contractual financial obligations to the City Manager. **The severance payment shall constitute stipulated and**

liquidated damages and the maximum amount of financial liability for which the City may be liable in the event of termination or breach of contract

Section 6. Termination by the City Manager

A. In the event that the City Manager voluntarily resigns or retires during the Term of this Agreement, the City Manager shall provide the City with at least sixty (60) days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the City Manager, the City Manager shall not be entitled to receive the Severance Payment as specified in Section 5(B) of this Agreement unless approved by the City Council.

B. In the event that the City Manager voluntarily resigns, or retires, with less than sixty (60) days' advance written notice, the City Council may elect to terminate the City Manager immediately or allow the City Manager to continue to serve until the date specified in the City Manager's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Agreement, the City Manager shall not be entitled to receive the Severance Payment as specified in Section 5(B) of this Agreement. Furthermore, in such an event the City Manager shall not be entitled to any accrued leave benefits as specified in Section 5(D) of this Agreement or any other benefits under this Agreement unless approved by the City Council.

Section 7. Automobile Allowance and Communications Equipment

A. The City will provide the City Manager a \$400.00 per month vehicle allowance for use of his private automobile or full access to a City vehicle, at the City Managers discretion. The City Manager agrees to observe the applicable laws and rules of the road when driving. The City agrees to reimburse the City Manager for mileage for out-of-Collier County travel associated with business of the City at the same rate as other City employees are reimbursed.

B. The City shall provide the City Manager with a cellular phone and tablet at no cost which shall remain the property of the City of Marco Island and shall be returned to the City within forty-eight (48) hours following the effective date of a resignation or termination of the employment relationship.

Section 8. Dues and Subscriptions

A. The City agrees to pay the City Manager's professional dues for membership in the International City/County Management Association and the Florida City/County Management Association. If the City Manager is not a member of the International City/County Management Association, he/she shall become a member within ninety (90) days of execution of this Agreement.

B. The City shall pay other dues and subscriptions on behalf of the City Manager as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

Section 9. Professional Development

The City agrees, subject to the annual budget approved by the City Council, to pay the professional dues, subscriptions, travel and subsistence expenses of the City Manager for professional participation and travel, meetings and occasions adequate to continue his professional development. Said participation on City time includes but is not limited to, the International and Florida City/County Management Associations, and such other national, regional, state and local governmental groups and committees thereof which the City Manager serves as a member, or which said participation is beneficial to the City, as well as associated courses, institutes, and seminars.

Section 10. Community Involvement

The City acknowledges that City Manager currently participates in community and civic organizations. The City agrees that City Manager may continue participation in such organizations during the term of this Agreement, provided that such participation shall be conducted at the City Manager's personal expense. The City acknowledges that the City Manager's participation in these organizations include, but is not limited to, participation (in person, or via the telephone or internet) in meetings, conferences, seminars, or other activities sponsored by the organizations. If the City Manager will be away from work for one or more full days as a result of City Manager's participation in any community or other civic organization, the City Manager is required to provide advance notice to and receive prior approval from the City Council.

Section 11. Leave Benefits

A. In the first year of employment, the City Manager will be entitled to commence employment with five (5) personal leave days. Similar to other general City employees, the City Manager will be entitled to twenty (20) personal leave days in the first year of employment, increasing to 22 in the third year and eventually reaching twenty-eight (28) personal leave days (defined as eight hour days) per year in each employment year thereafter and may accumulate up to a maximum of 500 hours.

B. Said personal leave days may be utilized by the City Manager for any purpose, including vacation and sick leave. The City Manager shall not use more than two consecutive weeks of such personal leave or be absent from two or more consecutive City Council regular business meetings without prior approval of the City Council.

C. The City Manager is entitled to the same paid holidays as provided to all general employees of the City.

Section 12. Health Insurance

The City shall provide the City Manager and his eligible dependents with the same health insurance coverage (i.e., medical, dental and vision) available to all other general employees of the City, at the same costs, as such benefits may be modified by the City from time to time. The current 2019 link to the Employee Benefit Highlight Booklet and Benefit Cost Summary may be found at: <https://www.cityofmarcoisland.com/hr/page/employee-benefit-information>.

Section 13. Retirement

A. Similar to other general City employees, the City agrees to make an annual matching contribution and every 12-month anniversary thereafter, to the City Manager's 401 (a) plan in amount not to exceed 6 ½ % of his/her then-current, annual salary.

Section 14. Relocation

The City agrees to reimburse the City Manager for his actual relocation expenses to the City of Marco Island, up to a maximum of \$15,000.00, conditioned upon the submission to the City of reasonable and appropriate documentation which evidence such expenditures.

Section 15. Indemnification

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the City shall defend, save harmless and indemnify the City Manager against any tort, professional liability claim or demand or other legal action out of an alleged act or omission occurring in connection with the performance of the City Manager duties so long as the City Manager is acting within the scope of his employment. The City, or its insurance carrier, will pay or settle any such claim or suit or judgment rendered thereon.

Section 16. Bonding

The City agrees to bear the full cost of any fidelity or other bonds as may be approved by the City Council pursuant to the City Charter.

Section 17. Code of Ethics

The "Code of Ethics" promulgated by the International City/County Management Association (ICMA) is incorporated herein and by this reference made a part hereof. The City Manager in the performance of his/her duties agrees to be governed by the referenced Code of Ethics, as may be amended from time to time, and such other ethics policies as are in existence or may be adopted from time to time by the City.

Section 18. Notice

Notices pursuant to this Agreement shall be given by certified mail, return receipt requested, through the United States Postal Services delivery, addressed as follows:

City	Chairman City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145
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City Manager	Michael A. McNees City Manager 5105 South U.S. Highway 1 Grant, FL 32949
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With a copy to the City Attorney	Alan L. Gabriel, Esq. Weiss Serota Helfman Cole & Bierman, PL 200 East Broward Blvd., Suite 1900 Fort Lauderdale, FL 33301
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Any of the foregoing Parties may, by written notice to the other Parties, designate any other address to which subsequent notices, certificate or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed. Any notice sent by electronic mail shall not be considered delivered unless the recipient has expressly confirmed receipt thereof.

Section 19. Other Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the City Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed, except by an Agreement in writing signed by the parties.

E. Florida law shall govern the construction, interpretation, and enforcement of this Agreement, and venue for any litigation which may arise that in any way involves this Agreement shall be in Collier County, Florida in a court of competent jurisdiction.

F. Upon the City Manager's death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement to his designated beneficiaries;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and accordingly, no court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. The Parties acknowledge and agree that they have received or have had the opportunity to receive independent legal counsel of their own choice and that they have been sufficiently apprised of their rights and responsibilities with regard to the substance of this Agreement.

I. It is understood and agreed that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

J. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless approved by the City Council and agreed upon by the Parties. Any approved and agreed upon changes to this Agreement shall be reduced to a writing with the same formality as this Agreement.

K. The rights and obligations herein granted are personal in nature and cannot be assigned, delegated, or transferred by the City Manager, except as provided in Section (1)(C) herein.

L. In any action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorney's fees, including those incurred in any appeals thereof, plus costs.

M. Any calculation or computations required herein shall be made by the City Finance Director, subject to verification by the City Attorney.

N. On any matter which is not covered or addressed by this Agreement, City Ordinance, or the City Charter, the general City personnel policies, as amended from time to time, and as may apply, shall control, subject to confirmation by the City Attorney.

O. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, as of the date first written above.

Michael A. McNees

By: Michael A. McNees

City of Marco Island

By: [Signature]

Date: 5-20-19

Date: 5-20-19

ATTEST:

[Signature]

Laura M Litzen, City Clerk

Approved as to form and legal
sufficiency for the use of and reliance by
the City of Marco Island only:

By: Alan L. Gabriel

Alan L. Gabriel, City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

EXHIBIT A

CITY MANAGER JOB DESCRIPTION

GENERAL PURPOSE

Under general policy guidance from the City Council, plans, organizes, integrates, fiscally controls, directs, administers, reviews and evaluates the activities, operations, programs and services of the City of Marco Island in a transparent fashion; serves as the top appointed executive in the City, responsible for carrying out the policies and programs determined by the elected City Council; acts in a non-partisan manner; ensures development and execution of the municipality's budget; ensures City government operations and functions effectively; serve the needs of Marco Island residents and other stakeholders, while complying with applicable laws and regulations; and performs related duties as assigned by the City Council.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class. Plans, organizes, controls, integrates and evaluates the work of all City departments to ensure that operations and services comply with the policies and direction set by the City Council and with all applicable laws and regulations; with the City's management team, develops and recommends adoption of the annual budget and other business, infrastructure and resource plans; monitors the implementation of adopted budgets.

Plans and evaluates management staff performance; conducts yearly evaluations of all department heads and provides copies of each review to the City Council; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; provides compensation and other rewards to recognize performance; takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with the City's personnel rules and policies.

Provides leadership and works with the management team to develop and retain highly competent, public-service oriented staff through selection, compensation, training and day to-day management practices that support the City's mission, operating plans and objectives.

Assesses community and citizen needs and ensures objectives and priorities are focused on meeting those needs effectively, efficiently, and with high-quality municipal services; directs development and implementation of initiatives for service quality improvement; provides day-to-day leadership and works with the City's management team to ensure a

high-performance, service-oriented work environment consistent with sound management principles.

Works closely with the City Council, a variety of public, private and community organizations and citizens groups in developing and implementing programs to achieve City priorities and solve community problems; directs and coordinates preparation of analyses and recommendations on public policy issues and on long-range plans for City services; develops and coordinates proposals for action on current and future City needs; represents the City and works closely with appointed boards, committees, and public and private officials to achieve planned action and results.

Develops Council meeting agenda with the Council Chairman; attends and participates in all City Council meetings.

Interprets City Council instructions and requests; makes interpretations of City ordinances, codes and applicable laws and regulations to ensure compliance.

Directs and oversees the preparation of a wide variety of reports and presentations for the City Council, citizen committees and outside agencies; oversees the preparation of press releases and materials for dissemination to the media and the public; maintains effective relationships with the media.

Directs and oversees the creation and maintenance of comprehensive, effective human resource management programs, policies and systems consistent with the City Council's guidance; directs and monitors the City's labor negotiations and labor relations programs and initiatives; directs the improvement of management systems, processes and measurement techniques to improve City operations and effectiveness.

Participates in regional, state and national meetings and conferences to stay abreast of trends and technology related to municipal programs and operations.

Participates in professional and community organizations on behalf of the City and as part of the City's public affairs program; maintains good working relationships with key community constituencies.

Provides personal leadership for projects and programs that are highly sensitive, political or controversial.

Fiscal Management – Compiled Rating: __	RATING				
	1	2	3	4	5
1. Includes the City Council in preparations of the annual budget.					
2. Plans and prepares the annual budget with the input of the City Council with documentation and full explanation of the annual budget.					
3. Administers the adopted budget within the framework of the approved revenues and expenditures.					
4. Plans and provides for a system of reports, as requested, for the City Council to evaluate expenses and revenues.					
5. Prepares and presents to the City Council appropriate budgetary transfers, as necessary.					
6. Plans and provides for necessary information for the City Council which requires bonding or borrowing of funds for long term projects.					
7. Plans for, organizes and supervises the most economical utilizations of manpower, materials and equipment for City services.					
8. Plans and provides for future economic growth in relationship to projected revenues and expenditures.					
COMMENTS/SUGGESTIONS(note if additional pages attached):					
Intermediate and Long Range Planning – Compiled Rating: __	RATING				
	1	2	3	4	5
1. Plans and organizes a process of program planning in anticipating the future of the City.					
2. Plans and organizes maximum utilization and maintenance of City owned equipment					
3. Plans and organizes a program of addressing the current needs and requirements of infrastructure and infrastructure needs of the future.					

City Manager
Form Agreement
July 10, 2017

4. Has a vision of the future for the City of Marco Island and shares that vision with the City Council and the public.					
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5. Keeps the City Council aware of new or impending legislation, potential grants and developments in the public policy, which may have an impact on the city.					
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6. Maintains knowledge of new technologies, systems and methods that may enhance the City's economics.					
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7. Carries out intermediate and long range planning concerns approved by the City Council.					
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COMMENTS/SUGGESTIONS(note if additional pages attached)
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Intergovernmental Relationships – Compiled Rating: __	RATING				
	1	2	3	4	5
1. Maintains awareness of developments and plans in other jurisdictions, which may impact the City.					
2. Maintains communication with governmental jurisdictions in area of service that improves or enhances City programs					
3. Initiates communication with other governmental entities or outside parties, which the City may be involved with or become involved.					
4. Attends and relays appropriate information from current intergovernmental agreement meetings to the City Council.					
5. Willingness to participate with other governmental entities in sharing resources or equipment.					

COMMENTS/SUGGESTIONS(note if additional pages attached):

Relationship with the Public – Compiled Rating:___

RATING

1 2 3 4 5

1. Ensures that an attitude and feeling of helpfulness, courtesy and sensitivity to perception exist in employees coming in contact with the public.

2. Establishes and maintains an image of the City of Marco Island to the community that represents service, enthusiasm and professionalism.

3. Establishes and maintains a liaison with private organizations, service groups or individuals involved in areas of concern that relate to the service or activities of the City.

4. Promote and provide information to public inquiries regarding activities, services or potential employment development with the City.

COMMENTS/SUGGESTIONS(note if additional pages attached):

**Management of Employees and Relationship –
Compiled Rating:___**

RATING

1 2 3 4 5

1. Plans, organizes and maintains training of employees through in-house training or outside training.

2. Maintains regular staff meetings.

3. Maintains contact and professional interaction with subordinates at all levels of the organization.

4. Ability to appropriately motivate and discipline employees for peak performance.

City Manager
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5. Equitably handles problem of grievances among subordinate employees.					
6. Maintains an organization that is efficient, helpful and courteous to the public and to the employees.					
7. Provides for annual evaluation of all employees.					
COMMENTS/SUGGESTIONS(note if additional pages attached):					

Relationship with City Council – Compiled Rating: __	RATING				
	1	2	3	4	5
1. Maintains effective communication, both verbal and written with the City Council.					
2. Maintains availability to the City Council.					
3. Provides information needed for City Council action in a timely manner.					
4. Establishes a system of reporting to the City Council the current plans and activities of the City.					
5. Provides for clear presentations to the City Council in the most concise, clear and comprehensive manner possible.					
6. Provides the City Council with all perspectives of an issue and provides a recommendation and reason to support that recommendation.					
7. Always prepared to answer questions of the City Council.					
COMMENTS/SUGGESTIONS(note if additional pages attached):					
Professional Development – Compiled Rating: __	RATING				

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	1	2	3	4	5
1. Is the City Manager viewed with respect as compared to others in Public Administration?					
2. Does the City Manager enthusiastically seek and support professional improvement through pertinent seminars and conferences?					
3. Does the City Manager deal effectively with other governmental managers?					
4. Is the City Manager always interested in learning new techniques or envisioning new ways to conduct business?					
COMMENTS/SUGGESTIONS(note if additional pages attached):					
Personal Characteristics – Compiled Rating: __	RATING				
	1	2	3	4	5
1. Imagination: Does the City Manager show originality in approaching problems? Able to visualize the implications of various approaches?					
2. Objectivity: Is the City Manager unemotional and unbiased? Take a rational viewpoint based on facts and qualified opinions?					
3. Drive: Is the City Manager energetic, willing to spend whatever time is necessary to do a good job?					
4. Decisiveness: Is the City Manager able to reach timely decisions and initiate action?					
5. Attitude: Is the City Manager enthusiastic, cooperative and willing to adapt?					
COMMENTS/SUGGESTIONS(note if additional pages attached):					

OTHER COMMENTS THAT MAY BE RELEVANT TO THIS EVALUATION
(note if additional pages attached):

Signature: _____

Print Name: _____

Date: _____

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
September 9, 2020

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT, made and entered into this 9th day of September, 2020, by and between the **CITY OF MARCO ISLAND, FLORIDA**, a municipal corporation, hereinafter referred to as "Employer" or "City Council"

and

MICHAEL A. McNEES, hereinafter referred to as "Employee" or "City Manager", and collectively referred to as the "Parties", for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, both of whom contract and agree as follows:

WITNESSETH

WHEREAS, as of July 1, 2020, Employee has completed one year of employment with the Employer, and the City Council, after due consideration and evaluation, has determined that Employee has performed in an exceptional manner; and

WHEREAS, City Council, after due consideration and in a publicly advertised meeting of the City Council on August 17, 2020, determined that on the basis of his performance Employee is entitled to 5% additional compensation.

NOW THEREFORE, in consideration of the mutual covenants contained in the EMPLOYMENT AGREEMENT and in consideration of the continued employment of the Employee, Employer and Employee agree to amend the EMPLOYMENT AGREEMENT as follows:

1. SECTION 3.A. of the EMPLOYMENT AGREEMENT is hereby amended to provide the City Manager with an annual base salary of One Hundred Ninety-Four Thousand, Two Hundred Fifty Dollars and NO/100 (\$194,250.00), effective July 1, 2020.
2. All other provisions contained in the EMPLOYMENT AGREEMENT, not inconsistent with the terms of this FIRST AMENDMENT, shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Employment Agreement to be duly executed by affixing their signatures thereto on the date indicated above

ATTEST:



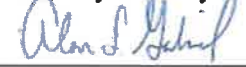
Laura M. Litzan, City Clerk

CITY OF MARCO ISLAND, FLORIDA

By: 


Erik Brechnitz, Chairman

Approved as to form and legal sufficiency for the use and reliance by the City of Marco Island only:

By: 

Alan L. Gabriel, City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

EMPLOYEE:



MICHAEL A. McNEES, City Manager

**SECOND AMENDMENT TO EMPLOYMENT
AGREEMENT (Dated September 9, 2020)**

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT ("Second Amendment"), made and entered into 7th day of September, 2021, by and between the **CITY OF MARCO ISLAND, FLORIDA**, a municipal corporation, hereinafter referred to as "Employer" or "City Council"

And

MICHAEL A. McNEES, hereinafter referred to as "Employee" or "City Manager", and collectively referred to as the "Parties", for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, both of whom contract and agree as follows:

WITNESSETH

WHEREAS, on September 9th, 2020 after Employee completed one year of employment (as of July 1, 2020) with the Employer, City Council, after due consideration and evaluation determined that Employee had performed in an exceptional manner and approved a First Amendment to the original Employment Agreement (the "First Amendment"); and

WHEREAS, City Council, after due consideration and in a publicly advertised meeting of the City Council on August 16, 2021, determined that on the basis of his performance, the Employee's pledge to reside within the City limits and other circumstances that Employee is entitled to an annual housing allowance which shall be considered as additional compensation.

NOW THEREFORE, in consideration of the mutual covenants contained in the EMPLOYMENT AGREEMENT and in consideration of the continued employment of the Employee, Employer and Employee agree to amend the EMPLOYMENT AGREEMENT as follows:

1. As long as the Employee resides within the City limits, SECTION 3, of the EMPLOYMENT AGREEMENT is hereby amended to provide the City Manager with an annual housing allowance of Twelve Thousand Dollars and NO/100 (\$12,000.00), payable in biweekly installments at the same time as when other City employees are paid, effective as of July 1, 2021.
2. All other provisions contained in the EMPLOYMENT AGREEMENT, not inconsistent with the terms of the FIRST AMENDMENT and this SECOND AMENDMENT, shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Employment Agreement to be duly executed by affixing their signatures thereto on the date indicated above.

ATTEST:

By: 

Laura M. Litzan, City Clerk

CITY OF MARCO ISLAND, FLORIDA

By: 

Jared Grifoni, Chairman

Approved as to form and legal sufficiency for the use
And reliance by the City of Marco Island only:

By: 

Alan L. Gabriel, City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

EMPLOYEE:

By: 

Michael A. McNees, City Manager

**THIRD AMENDMENT TO
EMPLOYMENT
AGREEMENT**

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT ("Third Amendment") made and entered in this 16th day of October 2024, by and between the **CITY OF MARCO ISLAND, FLORIDA**, a municipal corporation, hereinafter referred to as "Employer" or "City Council".

And

MICHAEL A. McNEES, hereinafter referred to as "Employee" or "City Manager", and collectively referred to as the "Parties", for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, both of whom contract and agrees as follows:

WITNESSETH

WHEREAS, the City Council and the City Manager entered into an Employment Agreement dated May 20, 2019, which Employment Agreement has subsequently been amended from time to time (hereinafter collectively referred to as "Employment Agreement"); and

WHEREAS, the Employment Agreement provides for the terms and conditions of employment for Employee as the City Manager of the City of Marco Island, Florida; and

WHEREAS, the City Council and Employee desire to amend certain terms and conditions of the Employment Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree to amend the Employment Agreement as follows:

SECTION ONE. Amendment to Section 3, entitled "Salary". Section 3, is hereby amended to read as follows:


- A. (i) The annual Housing Allowance/Stipend of Twelve Thousand and NO/100 Dollars (\$12,000.00), which is payable in biweekly installments, and was approved pursuant to the Second Amendment to Employment Agreement, shall heretofore be included as the Employee's compensation effective as of July 1, 2024.
- (ii) Effective July 1, 2024, the City agrees to pay the City Manager as compensation for his services under this Agreement an annual salary of Two Hundred Twenty-Eight Thousand, Seven Hundred Forty-Four Dollars And No/100 Dollars (\$228,744.00.), payable in biweekly installments at the same time as when other City employees are paid. This salary is subject to all legally required deductions.

- B. The City, at its option, may review said base salary and/or other benefits of the City manager and increase/decrease same in such amounts and to such an extent as the City Council may determine desirable on the basis of the performance of the City Manager, in the City Council's sole and absolute discretion. Nothing herein shall require the City to increase the compensation and/or other benefits of the City manager.


SECTION TWO. Provisions To Remain. All other provisions set forth in the Employment Agreement shall remain in full force and effect except as specifically amended by the FIRST AND SECOND AMENDMENTS and this THIRD AMENDMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Employment Agreement to be duly executed by affixing their signatures thereto on the date indicated above.

Attest :

By: 
Joan Taylor, City Clerk

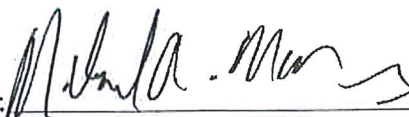
CITY OF MARCO ISLAND, FLORIDA

By: 
Jared Grifoni, Chairman

Approved as to form and legal sufficiency.
For the use and reliance by the City of Marco Island only:

By: 
Alan L. Gabriel, City Attorney

EMPLOYEE

By: 
Michael A. McNees, City Manager