

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into this ____ day of June, 2026, by and between the **CITY OF MARCO ISLAND, FLORIDA**, a Florida municipal corporation located in Collier County, Florida (the “City”), and **CASEY LUCIUS, Ph.D.** (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, Article IV, Section 4.02 of the City Charter provides for the appointment of a City Manager by the City Council; and

WHEREAS, the City Council desires to employ Casey Lucius, Ph.D. as City Manager for the City of Marco Island, Florida; and

WHEREAS, the City Manager represents that she possesses the necessary qualifications, experience, and expertise to serve as the City Manager; and

WHEREAS, the Parties desire to set forth the terms and conditions of employment for the position of City Manager.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Appointment and Duties

A. The City hereby employs Casey Lucius, Ph.D. as City Manager for the City of Marco Island, Florida, to perform the functions and duties specified in the City Charter, applicable ordinances, policies, and state law, and to perform such other legally permissible and proper duties and functions as the City Council may assign from time to time.

B. The City Manager shall faithfully perform the duties of the office in accordance with the City Charter, applicable laws, ordinances, personnel policies, and professional standards applicable to municipal management professionals, including the International City/County Management Association (ICMA) Code of Ethics.

C. The City Manager shall devote full working time, attention, and effort to the affairs and business of the City and shall remain exclusively employed by the City during the term of this Agreement, unless otherwise approved by the City Council.

D. The City Manager acknowledges that the position requires attendance at meetings, events, emergencies, and other City-related activities outside normal business hours, including evenings, weekends, and holidays.

E. In the event the City Manager is temporarily unable to perform the duties of the office, the City Manager may designate an Acting City Manager. If the City Manager is unable to designate an Acting City Manager, the City Council may appoint one.

Section 2. Term of Agreement

A. This Agreement shall commence effective as of May 18, 2026, and shall continue until terminated by either Party as provided herein.

B. The City Manager shall serve at the pleasure of the City Council pursuant to the City Charter, City Ordinances and applicable Florida law. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City Council to terminate the services of the City Manager at any time, subject to the provisions set forth in Section 12 of this Agreement.

Section 3. Compensation

A. The City shall pay the City Manager an annual base salary of **TWO HUNDRED TWENTY EIGHT THOUSAND SEVEN HUNDRED FORTY FOUR and NO/100 DOLLARS** (\$228,744.00), payable in accordance with the City's regular payroll schedule and subject to all legally required deductions.

B. The City Council, at its option, may review and adjust the City Manager's compensation and benefits from time to time based upon performance evaluations, market conditions, and organizational considerations. Nothing herein shall require the City to increase the compensation and/or other benefits of the City Manager.

C. Any approved salary adjustment shall become the new base salary under this Agreement without the necessity of a formal amendment.

Section 4. Performance Evaluation

A. The City Council shall conduct an annual performance evaluation of the City Manager within a reasonable period following the anniversary of the Effective Date, and annually thereafter.

B. The purpose of the evaluation shall include:

1. Improving communication between the City Council and the City Manager;

2. Reviewing achievement of established goals and objectives;
 3. Establishing future goals and priorities;
 4. Providing constructive performance feedback; and
 5. Enhancing organizational effectiveness and accountability.
- C. The evaluation process may include written evaluations by Council Members, a self-evaluation by the City Manager, and public discussion during a duly noticed City Council meeting.
- D. The City Council may, at its discretion, provide salary or benefit adjustments following evaluation.

Section 5. Automobile Allowance and Communication Equipment

- A. The City shall reimburse mileage for authorized out-of-county business travel in accordance with City policy.
- B. The City shall provide the City Manager with City-issued communication equipment, including cellular phone and related technology devices necessary for the performance of official duties.

Section 6. Residency

The Parties acknowledge that, as of the date of this Agreement, the City Manager does **not** reside within the City. The City Manager shall **not** be required to establish or maintain residency within the City during the term of this Agreement.

Section 7. Leave Benefits

- A. The City Manager shall accrue Paid Time Off (PTO) in accordance with the City's Personnel Procedures and Rules applicable to executive employees.
- B. Upon separation from employment, accrued leave shall be paid in accordance with then applicable City policy and applicable law.
- C. The City Manager shall receive the same paid holidays provided to general City employees.

Section 8. Retirement Benefits

- A. The City Manager shall be eligible to participate in the City's retirement and deferred compensation programs, including the City's Section 401(a) and Section 457 plans, under the same terms and conditions applicable to the City's executive employees.

B. The City shall make applicable employer contributions consistent with City policy.

Section 9. Health Insurance and Benefits

The City Manager agrees to forego and waive participation in any medical, dental, vision, life, and related insurance benefits otherwise offered by the City to its executive employees during the term of this Agreement.

Section 10. Professional Development and Memberships

A. Subject to budget approval, the City shall pay for professional dues, subscriptions, conferences, seminars, and training reasonably related to the City Manager’s professional responsibilities.

B. This includes membership in organizations such as the International City/County Management Association (ICMA) and the Florida City and County Management Association (FCCMA).

Section 11. Indemnification

To the fullest extent permitted by Florida law and subject to Section 768.28, Florida Statutes, the City shall defend, indemnify, and hold harmless the City Manager against claims, demands, suits, or legal actions arising out of acts or omissions occurring in connection with their performance of the City Manager duties, so long as the City Manager is acting within the scope of employment. The City, or its insurance carrier, will pay or settle any such claim or suit or judgment rendered thereon.

This indemnification obligation shall survive termination of employment for acts occurring during employment.

Section 12. Termination

A. Termination by the City

In accordance with Section 4.02 of the City Charter, the City Manager serves at the pleasure of the City Council and may be terminated at any time by majority vote of the City Council at a Regular or Special City Council meeting.

B. Termination for Cause

Termination by the City of the City Manager shall serve at the will and pleasure of the City Council subject to the terms of this Agreement. In addition, the City Council retains the right to

terminate the City Manager as follows:

1. If terminated for cause, Employee shall not be entitled to any severance as set forth herein. "Cause" shall be defined as a conviction or adjudication of guilt for a felony by the Employee, or an ethical violation as adjudicated by the Florida Commission on Ethics.
2. If terminated from the City Manager position without cause, Employee shall be entitled to severance.

C. Termination Without Cause

If the City Manager is terminated without cause, the City shall provide a lump-sum severance payment equivalent to twenty (20) weeks of base salary, subject to Section 215.425, Florida Statutes. The severance payment shall be paid within fifteen (15) days following termination.

D. Resignation

The City Manager shall provide at least thirty (30) days' written notice prior to resignation unless otherwise agreed by the City Council.

E. With the exception of the City Manager's entitlement to any payout for personal leave benefits, upon issuance of the Severance Payment specified in Section 12(C) or upon resignation or retirement as provided for in **Section 8**, the City shall have no further contractual financial obligations to the City Manager.

Section 13. 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 14. Notice

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

City	City of Marco Island Council Chair 50 Bald Eagle Drive Marco Island, FL 34145
City Manager	Casey Lucius, Ph.D. 50 Bald Eagle Drive Marco Island, FL 34145
With a copy to	City of Marco Island City Attorney 50 Bald Eagle Drive Marco Island, FL 34145

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 electronic 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 15. General Provisions

- A. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, or agreements.
- B. This Agreement may only be amended in writing approved by the City Council and signed by both Parties.
- C. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- D. This Agreement shall be governed by the laws of the State of Florida, with venue lying in Collier County, Florida, in a court of competent jurisdiction.
- E. The rights and obligations contained herein are personal in nature and may not be assigned.
- F. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 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 provisions of this Agreement shall be construed simply according to its fair meaning.
- H. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the City Manager.
- I. 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.
- J. On any matter which is not covered or addressed by this Agreement, City Ordinance, or the City Charter, the general personnel policies, as amended from time to time, and as may apply, shall control, subject to confirmation by the City Attorney.

(Execution Page Follows)

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

CITY OF MARCO ISLAND

By: _____
Darren Palumbo, City Council Chairman

Date: _____

CASEY LUCIUS, Ph.D.

By: _____
Casey Lucius, Ph.D., City Manager

Date: _____

ATTEST

By: _____
Joan Taylor, City Clerk

Date: _____

Approved as to form and legal sufficiency for the use and reliance by the City:

By: _____
Alan L. Gabriel, City Attorney

Date: _____