

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), is made and entered into this 17 day of November, 2025, by and between the **CITY OF MARCO ISLAND, FLORIDA**, a Florida municipal corporation (hereinafter called "City" or "Employer") and **CASEY LUCIUS** (hereinafter called "Employee" or "Interim City Manager"). The City and the Employee 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 ("Council"); and

WHEREAS, the Parties acknowledge that Employee is currently employed by the City as the Assistant City Manager and has been employed by the City since March 2020.

WHEREAS, Council hereby expresses its willingness and desire to employ Employee and to commence the duties of Interim City Manager, and Casey Lucius is willing to accept the appointment to the position of Interim City Manager, pursuant to the terms and conditions of this Agreement; and

WHEREAS, Employee shall serve as Interim City Manager for the City of Marco Island commencing at 5:00pm on November 14, 2025, and receive all the benefits provided for herein pursuant to the terms of this Agreement so long as Employee remains Interim City Manager.

AGREEMENT

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

Section 1: Date of Appointment

The Employee shall commence employment as the City's Interim City Manager effective as of November 14, 2025.

Section 2: Term

This Agreement shall remain in full force and effect until terminated by either the Employer or Employee as provided in Section 7 of this Agreement and in a manner consistent with the terms of the City of Marco Island Charter, the City's Code of Ordinances, and all applicable state and federal laws, as amended from time to time.

Section 3: Duties and Authority

The City shall employ Employee as Interim City Manager pursuant to the powers, duties and responsibilities as set forth in the City of Marco Island Charter, the City's Code of Ordinances and all applicable state and federal laws, as amended from time to time, and shall perform such other legally permissible and proper duties and functions that are assigned to the City Manager pursuant to the City's Charter, Code of Ordinances, applicable laws, and as the City Council may, from time to time, assign to Employee.

Section 4: Compensation

As Interim City Manager, Employee shall be paid a base annual salary of \$228,744.00 per year commencing on November 14, 2025, payable in installments at the same time and in the same manner as applicable to all general employees of the City. The City Council shall consider an annual increase to the Employee's salary as part of the budget cycle and based on performance following annual review or as deemed appropriate by the Council. Such salary increases, if any, shall become the new annual base salary under this Agreement without necessity of amending this Agreement.

Should the Employee return to her previous City position as the Assistant City Manager, Employee's salary will revert to her previous salary of \$160,929.60 plus any wage adjustment provided to general employees during the time Employee served as Interim City Manager.

Section 5: Vacation and Sick Leave

A. The Employee shall continue to accrue Paid Time Off (PTO) in accordance with the City's Personnel Procedures and Rules.

B. Upon separation from the City of Marco Island, the Employee shall be compensated for all accrued leave in accordance with the City's Personnel Procedures and Rules.

Section 6: Retirement

A. The Employee is entitled to continue to participate in the City's Section 457 deferred compensation plan upon the same terms and conditions as other City of Marco Island employees.

B. The Employee is entitled to participate in the City's 401(a) deferred compensation plan upon the same terms and conditions as other City of Marco Island employees.

Section 7: Termination

- A. Resignation - Employee shall give the City at least 30 days' notice prior to the effective date of her resignation from office. Should Employee resign her employment, Employee shall receive payment for the time actually worked under the terms of this Agreement and shall receive no severance pay under this Agreement or the City's Personnel, Procedures, and Rules except as provided herein. Employee will, however, receive severance pay if she resigns in response to an offer to accept resignation made by a majority of the City Council.
- B. Termination by the City – The Interim 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 Interim 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 Interim City Manager position without cause, Employee shall be entitled to severance.
 3. Should the Employee return to her previous position as Assistant City Manager, employee shall not receive a severance payment.
- C. Severance Pay - If Employee is entitled to severance, Employee shall receive a lump sum severance payment equivalent to twenty (20) weeks of her compensation at the rate and effect at the time of termination in an amount not to exceed the provisions of Section 215.425 Florida Statutes (2024). Said severance payment shall be made within fifteen (15) days of termination.

Section 8: Residency

The Parties acknowledge that at the date of this Agreement, Employee does not reside within the City. As the Interim City Manager, Employee will not be required to maintain residence within the City throughout the term of this Agreement.

Section 9: Health Insurance

The Parties acknowledge that at the date of this Agreement, the City does not currently provide the Employee, or her eligible dependents with health insurance coverage (i.e. medical, dental, and vision). If for any reason the Employee (including eligible dependents) would elect to be covered by the City's health insurance, the City shall provide coverage as such is 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.

Section 10: Other Terms and Conditions of Employment

All provisions of policy, law, ordinance, resolution, and rules of the Employer relating to retirement, personal leave, disability programs, holidays, and other fringe benefits and working conditions as they now exist or may be amended, shall apply to the Employee as they would to other employees of the City, except as herein provided.

Section 11: 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 Interim City Manager against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Interim City Manager's duties or resulting from the exercise of judgment or discretion in connection with the performance of her assigned duties or responsibilities. The City shall maintain the right to compromise and settle any such claim or legal action and pay the amount of any settlement. However, the City's obligation shall not apply if the act or omission occurred while the Interim City Manager was acting outside the course and scope of her employment, or was committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed during her employment as Interim City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 12: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall be effective as of November 14, 2025.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by the parties subsequent to the expungement or judicial modification of the invalid provision.

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

F. The rights and obligation herein granted are personal in nature and cannot be assigned, delegated, or transferred by the Interim City Manager.

WHEREAS, the parties have executed this Agreement the day and year above written.

EMPLOYER

City Council Chairman

Date: _____

EMPLOYEE

Casey Lucius, Interim City Manager

Date: _____

ATTEST

Joan Taylor, City Clerk

Date: _____

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

City Attorney

Date: _____