

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

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT ("Second Amendment"), made and entered into ____ 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:

CITY OF MARCO ISLAND, FLORIDA

By: _____
Laura M. Litzan, City Clerk

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. McNeese, City Manager