

**AMENDMENT
TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement ("Amendment") is made and entered into by and between the **CITY OF MARCO ISLAND, FLORIDA**, hereinafter referred to as "Employer", "City" or "City Council", and **DANA A. SOUZA**, hereinafter called "Employee", and amends that certain Employment Agreement between City and Employee dated October 11, 2002.

WITNESSETH

WHEREAS, the City Charter for the City of Marco Island, Florida, hereinafter called "Charter", establishes the Council-Manager form of government for the City; and

WHEREAS, the Charter authorizes the City Manager to hire and secure the professional services necessary for the fulfillment of policies and directives of the City Council; and

WHEREAS, the City Manager and Employee entered into an Employment Agreement dated October 11, 2002, hiring Employee as the Parks and Recreation Coordinator, the position now known as the Parks and Recreation Director (hereinafter referred to as "Employment Agreement"); and

WHEREAS, Anthony L. Shoemaker, the current Interim City Manager has resigned effective March 28, 2008; and

WHEREAS, on March 24, 2008, the City Council, in a special-called meeting, agreed to accept the resignation of Anthony L. Shoemaker as Interim City Manager effective March 28, 2008, and to provide for an orderly transition to a new Interim City Manager pending the replacement of a permanent City Manager; and

WHEREAS, City Council and Employee desire to amend certain terms and conditions of the Employment Agreement to provide for the orderly transition to Employee as the new Interim City Manager who shall temporarily assume the responsibilities, functions and duties for the management of the City; and

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. Additional Interim City Manager Duties.

A. Effective March 28, 2008, Employee shall, in addition to his responsibilities as the City's Parks and Recreation Director as provided in the Employment Agreement, serve as the Interim City Manager until such time as a permanent City Manager is employed and available to assume the office or City

Council elects to eliminate the additional City Manager responsibilities, functions and duties for the management of the City from Employee.

B. Both City and Employee acknowledge and agree that Employee serves as the Interim City Manager at the pleasure of the City Council and nothing herein shall be taken to imply or suggest a guaranteed tenure as Interim City Manager. At such time as Employee is relieved of the City Manager responsibilities, Employee shall continue to be employed by the City as the City's Parks and Recreation Director, consistent with the terms and conditions of the Employment Agreement.

C. Effective March 28, 2008, Employer and Employee agree in consideration for Employee accepting the additional City Manager responsibilities, functions and duties for the management of the City and while designated as the Interim City Manager, Employee's Salary and Benefits as set forth in Section 3 of the Employment Agreement, the current Salary amount shall be increased by \$600.00 per seven day week plus any other additional compensation that may be approved by City Council. Employee's additional compensation shall be payable at the same time as other employees of the City are paid.

Section Two. Remainder of Provisions Identical.

All other provisions set forth in the Employment Agreement shall remain in full force and effect, except as temporarily modified by this Amendment.

Section Three. Effective Date.

This Amendment shall be binding and enforceable when fully executed and dated by the parties. The amendments set forth herein shall be effective as of March 28, 2008.

IN WITNESS THEREOF, the City of Marco Island has caused this Amendment to Employment Agreement to be signed and executed on its behalf by its City Council Chairman and duly attested by its City Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year for each as indicated below.

ATTEST:

CITY OF MARCO ISLAND

Laura M. Litzan, City Clerk

BY: _____
William D. Trotter, Chairman

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EMPLOYEE:

Dana A. Souza

Date: _____

Approved as to form and legal sufficiency:

Alan L. Gabriel, Esquire
City Attorney

Employment Agr. -Souza.Amend. (FNL.4-2-08)