

**SIXTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN DANA SOUZA AND THE CITY OF SANIBEL, FLORIDA**

This Sixth Amendment to City Manager Employment Agreement ("Sixth Amendment") is made and entered into on this 31st day of March 2026, by and between the City of Sanibel, Florida, a municipal corporation ("City") and Dana A. Souza ("Souza" or "City Manager Souza"), both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Section 4.01 of the City Charter requires that there shall be a City Manager who is the chief administrative officer of the City; and

WHEREAS, Section 4.02 of the City Charter requires the City Council to appoint a City Manager for an indefinite term by a majority vote of all the City Council members; and

WHEREAS, on September 30, 2021, the City Council unanimously appointed Souza as City Manager, subject to the successful negotiation and approval of an employment agreement between the City and Souza; and

WHEREAS, on October 5, 2021, the City Council voted unanimously to approve an employment agreement between the City and Souza (hereinafter referred to as the "CM Employment Agreement"); and

WHEREAS, on September 12, 2021, the City Council voted unanimously to approve a First Amendment to the CM Employment Agreement ("First Amendment"), on February 7, 2023, the City Council voted unanimously to approve a Second Amendment to the CM Employment Agreement ("Second Amendment"), on August 15, 2023, the City Council voted unanimously to approve a Third Amendment to the CM Employment Agreement ("Third Amendment"), and on April 2, 2024, the City Council voted unanimously to approve a Fourth Amendment to the CM Employment Agreement ("Fourth Amendment"); and on February 4, 2025, the City Council voted unanimously to approve a Fifth Amendment to the CM Employment Agreement ("Fifth Amendment"); and

WHEREAS, copies of the CM Employment Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment; and Fifth Amendment are attached hereto as a composite Exhibit A; and

WHEREAS, Section 17(A) of the CM Employment Agreement provides that City Council shall review and evaluate the performance of the City Manager each

year within thirty (30) days of November 15; and, in conjunction therewith, consider potential increases in base salary and other benefits; and

WHEREAS, at the City Council's March 31st, 2026, meeting, the City Council unanimously voted to provide City Manager Souza a _____% increase in his salary, and to make such raise effective retroactively to City Manager's November 15, 2025, employment anniversary date.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Amendment.

1. Section 4(A) of the CM Employment Agreement is hereby amended to state as follows:

"The City Agrees to pay City Manager as compensation for his services under this Agreement the sum of _____ Dollars and _____ Cents (\$_____) payable in bi-weekly installments. This salary is subject to all legally required deductions."

Section 2. Effective Date.

1. This Fifth Amendment is effective retroactive to November 15, 2025.

IN WITNESS WHEREOF, the City of Sanibel has caused this Sixth Amendment to the Employment Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the City Manager has signed and executed this agreement, both in duplicate.

CITY OF SANIBEL

Approved as to form and legality:

Michael Miller, Mayor

John D. Agnew, City Attorney

ATTEST:

CITY MANAGER

Scotty Lynn Kelly, City Clerk

Dana A. Souza