

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

This Second Amendment to City Manager Employment Agreement between Dana Souza and the City of Sanibel, Florida ("Second Amendment") is made and entered into on this 7th day of February 2023, by and between the City of Sanibel, Florida, a municipal corporation ("City") and Dana A. Souza ("Souza" or "City Manager"), 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 voted unanimously in favor of appointing 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, a copy of which is attached hereto as Attachment A (hereinafter referred to as the "CM Employment Agreement"); 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, because of the volume of emergency-related business being addressed by the City during the 30-day period surrounding November 15, 2022, City Manager Souza's review and evaluation was delayed until the City Council's January 17, 2023, meeting; and

WHEREAS, at the City Council's January 17, 2023 meeting, the City Council unanimously voted to provide City Manager Souza an 8% increase in his salary, consistent with the minimum increase all City Employees received in 2022, and to make such raise effective retroactively to City Manager's November 15, 2022 employment anniversary date.

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

Section 1. Amendments

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 Two Hundred Nineteen Thousand Two Hundred Forty Dollars (\$219,240.00) payable in bi-weekly installments. This salary is subject to all legally required deductions.”

Section 2. Effective Date.

1. This Second Amendment is effective retroactive to November 15, 2022.

IN WITNESS WHEREOF, the City of Sanibel has caused this Amendment 2 to the CM 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 Second Amendment, both in duplicate.

CITY OF SANIBEL

Holly D. Smith, Mayor

ATTEST:

Approved as to form and legality:

Scotty Lynn Kelly, City Clerk

John D. Agnew, City Attorney

CITY MANAGER:

Dana A. Souza

Date