Sponsored by: City Council

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN STEVE WILLIAMS AND THE CITY OF MARATHON, FLORIDA FOR CITY MANAGER SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Charter of the City of Marathon, Florida (the "City") establishes a Council-Manager form of government pursuant to which the City Manager serves as chief administrative officer of the City; and

WHEREAS, the City desires to employ the services of Steve Williams as City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Employment Agreement between Steve Williams and the City of Marathon, Florida, attached hereto as Exhibit "A" (the "Agreement"), is approved. The Mayor is authorized to execute the Agreement on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8TH DAY OF SEPTEMBER, 2026.

THE CITY OF MARATHON, FLORIDA

Mayor Lynny Del Gaizo

Mayor Lynny Del Gaizo

AYES: Still, Struyf, Del Gaizo
NOES: Landry, Matlock
ABSENT: None
ABSTAIN: None

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") is entered into this 8 September 2026 by and between the City of Marathon (the "City") and Steven T. Williams (the "Manager"), hereafter collectively the "Parties".

WHEREAS, after due consideration and deliberation in accord with law, the City Council (the "Council") of the City of Marathon has determined to offer the position of City Manager to Steven T. Williams; and

WHEREAS, Section 7 (3) of the City Charter provides that the City Manager shall be the chief administrative officer of the City; and

WHEREAS, Manager has determined to accept the position; and

WHEREAS, the Council is uniquely familiar with the qualifications and experience of the City Manager as he has acted as the City Attorney for Council since September of 2020; and

WHEREAS, the Parties wish to set forth the terms and conditions of Manager's employment by the City.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows.

1. Recitals. The Parties agree that the recitals above are true and correct and that they are incorporated by reference as if fully stated here.

2. Employment. The City agrees to employ, and Manager agrees to be employed in the position of City Manager on the terms and conditions herein stated and as set forth in the Charter of the City of Marathon and the Code of Ordinances of the City.

3. Duties. Manager will perform the functions and duties of City Manager as specified in Section Seven (7) of the City Charter and all City Code of Ordinances, as they may be amended from time to time, and by all other applicable laws, and to perform other legally permissible and proper duties as the Council shall from time-to-time assign. The Manager shall give his best efforts in performing these duties.

4. Term. The Term of the Employment Agreement shall be for an indefinite term subject to the termination provisions set forth herein. This Agreement and Manager's employment hereunder shall commence on execution of this agreement.

5. Base Salary. The annual base salary of the Manager shall be $289,881.40. The City agrees to review said base salary and/ or benefits on an annual basis and to increase said salary and benefits to such an extent as the Council may determine appropriate. At a minimum, the annual base salary shall be increased by any cost-of-living adjustment, or other increases provided to non-represented employees except in October of 2026.

6. Termination.

    a. Employment may be terminated with or without cause by the City or Manager, in accordance with the procedures provided herein. If the City chooses to terminate the Manager, the Council must approve terminating the Manager by a super-majority

(four/fifths) vote of the Council.

b. If Manager is unable to perform their duties for any reason, including but not limited to sickness, accident, injury, or mental incapacity, for a period of four (4) successive weeks beyond any accrued sick leave, the City shall have the option to terminate Manager's employment, in accordance with the procedures set forth in the City Charter and Code of Ordinances, as they may be amended from time to time and in accord with applicable law.

c. If the Agreement is terminated by the death of the Manager, the City shall pay a designated beneficiary of the Manager, or his/ her estate, all accrued compensation due Manager as of the date of his death. The City shall have no other liability to the Manager, his estate, heirs, or beneficiaries, and neither the Manager's beneficiary nor estate will be entitled to any severance pay.

d. If the City, citizens or State of Florida acts to amend any provisions of the City Charter, Code of Ordinances, as they may be amended from time to time, and/or state law pertaining to the role, powers, duties, authority, responsibilities of the Manager's position that substantially changes the form of government, the Manager shall have the right to declare that such amendments constitute termination from the effective date of such amendments. Termination pursuant to this section shall constitute a termination without cause for purposes of entitlement to severance benefits under paragraph 7(b) below.

e. Termination shall occur when the City breaches a material provision of the Employment Agreement and fails, within thirty (30) days after written notice has been given by the Manager to the Commission to comply with any provision of this Agreement.

f. The Agreement shall not be construed to create anything other than a terminable at will employment relationship between City and Manager. The Manager may terminate with the City by directing written notice of termination to the City by certified or registered mail, returned receipt requested or by filing with the City Clerk with a copy to the Mayor. In the event of such termination as directed by the Manager and not the Council, Manager shall not be entitled to receive the severance pay provided for in paragraph 7(b) below.

g. Upon termination by the Council of his duties as City Manager, this Agreement shall automatically expire and Manager shall automatically revert to his position as City Attorney, pursuant to his contract then existing the day prior to the execution of this document; provided however that if, after reverting to his City Attorney position, he is terminated by the Council within a period of one (1) year from the resumption of his attorney duties, he shall be entitled to severance as outlined in paragraph 7(b) below for ~~both~~ positions.

7. Severance

a. If the Manager is convicted, pleads no contest to, or receives a withhold of adjudication for a felony or crime involving moral turpitude or dishonesty, or if he/she acts with gross misfeasance or malfeasance or otherwise is guilty of gross misconduct which constitutes conduct demonstrating willful or wanton disregard of the City's interests, a deliberate violation or disregard of the standards of behavior to which the City has a right to expect of Manager, carelessness or negligence to a degree or recurrence that manifests

culpability, wrongful intent, or evil design, or shows an intentional and substantial disregard of the City's interests or of Manager's duties and obligations to the City, including but not limited to conduct resulting in material harm to the City, willful neglect or failure to perform his duties, gross insubordination, misconduct, as defined in Section 443.036(29}, Florida Statutes, as it may be amended from time to time, or acts of dishonesty. For termination due to the reasons stated pursuant to this section/provision of the Employment Agreement, the Manager is only entitled to compensation for hours actually worked up to the termination date and compensation for accrued vacation time.

b. The City may by super majority (four/ fifths) vote of the Council with or without cause remove the Manager from office in accordance with the City Charter. If the Manager is terminated without cause, as defined in Section215.425 (4)(a)1 Florida Statutes, he shall receive twenty (20) weeks of pay equal to his then- current salary and earned and unused sick and vacation hours, and retirement benefits. During the severance period, Manager and any dependents will also continue to be enrolled in his City's Health Insurance Plan with Employer and Employee contributions unchanged. If the Manager resigns or is terminated with cause for misconduct, as defined in Section 443 036(30) Florida Statutes, the City shall not be obligated to pay severance and related benefits.

c. If the Employment Agreement is terminated by City and the Manager is entitled to severance benefits, Manager must execute a general and full release releasing the City, its officials, officers, employees, attorneys, and agents from any and all obligations, claims or liabilities arising out of Manager's employment with the City, including but not limited to claims for wrongful termination, discrimination of any kind and defamation. If the Manager refuses to execute said release, the City may seek specific performance of the Employment Agreement and injunctive relief requiring the Employee to sign said release, amongst its available remedies. Said release shall not release the City from its obligations to indemnify the Manager under the Indemnification & Bonding section of the Employment Agreement.

8. Resignation. In the event the Manager voluntarily resigns his position, he shall give thirty (30) days advance written notice of his resignation, unless the Parties otherwise agree, in writing. If the Manager voluntarily resigns, he shall be entitled only to his accrued vacation and sick leave and no other benefits as provided pursuant to the Severance provision of the Employment Agreement.

9. Retirement, Deferred Compensation.

a. The City agrees to execute all necessary agreements for the Manager's participation in the 401(a) retirement plan for Executive Management employees and the 457 Deferred Compensation Plan. The City shall pay the same percentage of City Manager's base salary as is paid by the City at the highest rate provided to any other City employee into the 401 (a) Retirement Plan each pay period.

b. The City has also adopted a qualified 457 defined contribution plan to which the Manager may voluntarily contribute on a pre-tax basis, subject to maximum contribution limits established by the Internal Revenue System. The City shall pay in an amount equal to ten (10%) of the City Manager's base salary to the plan.

c. It is noted that the City also participates in the Federal Social Security System with

associated Employee and Employer required contributions.

10. Insurance & Benefits:

    a. The City shall provide full major-medical insurance and other benefits and coverage for the Manager and dependents at the same options and costs as provided for other City non-represented employees.

    b. The City shall provide the Manager with life insurance as provided to other City non-represented Employees. The life insurance policy premium shall be paid 100% by the City with insured amount extended to all other City employees.

    c. The City shall provide the Manager with all other benefits as provided to other non-represented Employees.

11. Vacation and Sick Leave.

    a. The Manager shall be provided with vacation and sick leave in accordance with the policies applicable to all City employees at the highest rate earned by any other City employee. As the Manager is a current City employee, he shall retain all existing accumulated vacation and sick leave from his current position. Manager shall be entitled to compensation for all accumulated and unused vacation leave pursuant to paragraph 7(b) above.

12. Other Terms and Conditions of Employment:

    a. The Council shall fix any other terms and conditions of employment, as it may determine, from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Employment Agreement, the City Charter, the Code of Ordinances, as they may be amended from time to time, or any other applicable law.

    b. All benefits, regulations, and rules of the City as they now exist or hereafter may be amended, that apply to non-represented City employees shall also apply to Manager, unless the Employment Agreement specifically provides to the contrary.

    c. It is recognized that the Manager must devote a great deal of time outside normal office hours to business for the City, and to that end Manager shall be allowed to establish an appropriate work schedule.

    d. The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Manager may elect to accept limited teaching, consulting, or other business opportunities with prior approval of the Council with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under the Employment Agreement.

    e. Vehicle Allowance. Manager to receive $650.00 per month for expenses, including maintenance, repairs, gasoline, and insurance associated with his use of his own vehicle within the City (and, in lieu of mileage expenses within the State of Florida). Manager shall maintain his own vehicle insurance. Said insurance shall be with a company acceptable to

the City and shall not be construed or constitute a waiver to the City's sovereign immunity protection.

f. Cell Phone. Manager will be issued a cell phone with phone and data plan fully paid by the City for the Manager's use for City business.

13. Dues & Subscriptions.

a. The City agrees to budget and to pay for professional dues and subscriptions of the Manager necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement and for the good of the City. The City will also pay for any and all other professional dues.

~~b. The City recognizes the desirability of representation in and before local civic and other organizations and agrees to budget and to pay for the Manager's membership in such civic clubs and organizations as City deems necessary and desirable.~~

14. Professional Development.

a. The City hereby agrees to budget for and to pay the travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the annual conference of the Florida City and County Management Association (FCCMA), the International City/ County Management Association (ICMA), and such other national, regional, state and local government groups and committee of which the Manager is a member.

b. The City also agrees to budget and to pay for the Manager's travel and subsistence expenses for short courses, institutes and seminars that are necessary for his professional development and for the good of the City.

15. Ethical Commitments.

a. Manager shall not engage in any conduct which could reflect unfavorably upon the City.

b. Manager will at all times uphold the ethics rules, regulations, and laws of the State of Florida.

c. Manager must comply with all lawful Commission directives; state, local, and federal laws; the City's policies, rules, ordinances; and the City Charter.

d. Failure to comply with ethical commitments in this section shall constitute cause for termination with cause.

16. Indemnification, Bonding.

a. The City shall furnish and provide the Manager with insurance protection including comprehensive general liability and errors and omissions coverage applicable to all acts or omission of the Employee arising out of his employment, and will defend, save

harmless, and indemnify the Employee against any tort, professional liability claim or demand, or other legal action arising out of an alleged act or omission occurring in their performance of the Employee' s duties, excluding Illegal or criminal acts, except as/otherwise expressly stated herein.

b. City shall defend, save harmless, and indemnify Manager against any tort, professional liability claim or demand, or other legal or administrative, action, whether groundless or otherwise, arising out of an alleged act or omission occurring at any time during the performance of Manager's duties as City Manager unless it is determined that the Manager acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City shall pay the expenses for the travel, lodging meals, and lost time of the Manager should the Manager be subject to such claim, demand, or action, and the same be pending after the Manager is no longer in the employment of the City.

c. The City shall be responsible and have authority to compromise and settle any such claim or suit and pay the amount of any defense, settlement, or judgement rendered thereon. The Manager shall cooperate fully with the City in the settlement, compromise, or trial of any such claim. The provisions of any City policy or ordinance regarding the indemnification of the City's officials or employees shall apply to the indemnification of the) Manager to the extent the policy or ordinance does not conflict with the appropriate indemnification section of the Employment Agreement.

17. Miscellaneous Provisions

It is acknowledged by both Parties that Manager has been acting as the Interim City Manager since March of 2026 with no additional pay or benefit being provided to him for his interim duties. He has foregone approximately $84,000 in wages if he were to have received both his pay as attorney and the pay of the former manager during this period. Therefore, the City wishes to remunerate Manager in a one-time lump sum payment of $ 0 .

Agreed to on September 8, 2026.

Steve Williams, Manager

City of Marathon

Mayor, Lynny DelGaizo

City of Marathon

City Clerk, Diane Clavier

ATTEST:

Diane Clavier

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

_____

Dirk Smits, Acting City Attorney

ATTEST:

Diane Clavier

Diane Clavier, City Clerk

(City Seal)

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Dirk Smits, Acting City Attorney