# CHURCH OF THE ISLES 200 24<sup>TH</sup> AVENUE INDIAN ROCKS BEACH, FL. 33785

# AT 6:00 PM

### REGULAR CITY COMMISSION MEETING

## MAY 13, 2025

AMENDED



#### AGENDA- Amended CITY OF INDIAN ROCKS BEACH REGULAR CITY COMMISSION MEETING TUESDAY, MAY 13, 2025 @ 6:00 P.M. CHURCH OF THE ISLES 200 24<sup>th</sup> AVENUE INDIAN ROCKS BEACH, FLORIDA 33785

#### CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### ROLL CALL

#### 1. PRESENTATIONS.

- A. **REPORT OF** Pinellas County Sheriff's Office.
- B. REPORT OF Pinellas Suncoast Fire & Rescue District.
- C. **PRESENTATION OF** the Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2024, by Jeff Wolf, CPA, with MSL.

#### 2. PUBLIC COMMENTS. [3-minute time limit per speaker.]

(Any member of the audience may come forward, give their name and address, and state any comment or concern that they may have regarding any matter over which the City Commission has control, EXCLUDING AGENDA ITEMS. All statements made to the City Commission shall be made to the City Commission as a whole, not directed to any individual City Commission Member, and no personal, impertinent, or slanderous remarks shall be permitted. No speaker shall be interrupted, and no debate shall occur between the speaker and the City Commission.)

#### 3. **REPORTS OF:**

A. City Attorney.

#### B. City Manager.

C. City Commission. [3-minute time limit per City Commission Member.]

#### 4. ADDITIONS/DELETIONS.

#### 5. CONSENT AGENDA:

- A. APPROVAL OF the April 8<sup>th</sup>, 2025 City Commission Meeting Minutes.
- **B**. **ACCEPT/FILE** March 2025 Year-to-Date Financial Report.
- C. ACCEPT AND FILE the Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2024.
- D. DESIGNATING Vice-Mayor Commissioner Wilson to serve as the City's voting delegate at the Florida League of Cities Conference on August 13 August 15, 2025, and approving the budget for travel.
- E. REAPPOINTMENT to the Board of Adjustments and Appeals. (3-year term)
   1. David Watt
- F. RESOLUTION 2025-04 A Resolution of the City of Indian Rocks Beach, Florida, adopting the Pinellas County Local Mitigation Strategy as required every 5 years by FEMA.
- **G. APPROVAL OF** the May 9, 2025, Special City Commission Meeting Minutes.
- 6. **PUBLIC HEARINGS:** None.
- 7. OTHER LEGISLATIVE MATTERS: None.
- 8. WORK SESSION:
   A. DISCUSSION OF RFP for Municipal Legal Services.
   B. DISCUSSION OF Recruitment of a New City Manager.
- 9. OTHER BUSINESS: None.
- 10. ADJOURNMENT.

APPEALS: Any person who decides to appeal any decision made, with respect to any matter considered at such hearing, will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per s. 286.0105, F.S. Verbatim transcripts are not furnished by the City of Indian Rocks Beach, and should one be desired, arrangements should be made in advance by the interested party (i.e., Court Reporter).

In accordance with the Americans with Disability Act and s. 286.26, F.S., any person with a disability requiring reasonable accommodation to participate in this meeting should contact the City Clerk's Office with your request, telephone 727/595-2517 <u>lkornijtschuk@irbcity.com</u>, no later than FIVE (5) days before the proceeding for assistance.

POSTED: May 9, 2025

#### NEXT REGULAR CITY COMMISSION MEETING TUESDAY, JUNE 10, 2025 @ 6:00 P.M. LOCATION: CHURCH OF THE ISLES 200 24<sup>TH</sup> AVE. INDIAN ROCKS BEACH, FL. 33785

# AGENDA ITEM NO. 1 A

# REPORT OF Pinellas County Sheriff's Office

### PINELLAS COUNTY SHERIFF'S OFFICE BOB GUALTIERI, SHERIFF

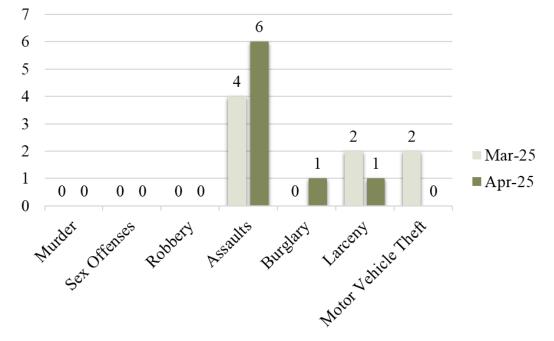
### **STRATEGIC PLANNING DIVISION**



### **INDIAN ROCKS BEACH ANALYSIS**

#### Select UCR Property & Person Crimes

April 2025				
Select UCR Property & Person Crimes	March 2025	April 2025	April 2024 YTD	April 2025 YTD
Murder	0	0	0	0
Sex Offenses	0	0	0	0
Robbery	0	0	1	0
Assaults	4	6	27	11
Burglary	0	1	5	1
Larceny	2	1	19	4
Motor Vehicle Theft	2	0	6	2
GRAND TOTAL	8	8	58	18



### April 2025

There was a total of 21 people arrested in the City of Indian Rocks Beach during the month of April resulting in the following charges:

ARREST TYPE & DESCRIPTION	TOTAL
City Ordinance	1
City Ordinance Violation	1
Felony	3
Battery On LEO	1
Burglary-Residential	1
Resist LEO With Violence	1
Misdemeanor	8
Battery	1
Battery-Domestic Related	3
Disorderly Conduct/Breach Peace	1
Petit Theft-Shoplifting	1
Resist/Obstruct LEO Without Violence	2
Warrant	2
Warrant Arrest	2
Traffic Misdemeanor	9
Driver's License Suspended/Revoked-1st Conviction	1
Driving Under The Influence Of Alcohol	2
No Valid Driver's License	5
Refusal Submit To Test-Intoxicated	1
Grand Total	23

\*Information provided reflects the number of arrests (persons arrested) as well as the total charges associated with those arrests.

#### **Deputy Activity**

There was a total of 1,004 events in the City of Indian Rocks Beach during the month of April resulting in 1,302 units responding.

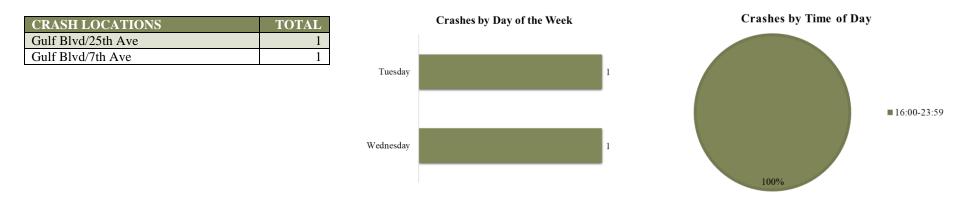
The table below reflects the top twenty-five events to include both self-initiated and dispatched calls in the City of Indian Rocks Beach for the month of April. \**CAD data is filtered by problem type*.

DEPUTY ACTIVITY	TOTAL
Traffic Stop	250
Directed Patrol	211
Vehicle Abandoned/Illegally Parked	180
911 Hangup Or Open Line	66
Assist Citizen	40
Ordinance Violation	29
Area Check	19
Suspicious Person	17
House Check	16
Information/Other	14
Transport Prisoner	12
Contact	10
Noise	9
Traffic/DWLSR	8
Supplement	8
Accident	8
Trespass	7
Lost/Found/Abandoned Property	7
Civil Matter	6
Animal Call	6
Traffic Violation	5
Building Check Business	5
Missing Juvenile	5
Domestic-In Progress	4
Disorderly Conduct	4

### April 2025

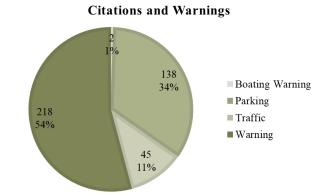
#### **Crash & Citation Analysis**

There were 2 crashes in the City of Indian Rocks Beach during April 2025. \*Crash data is filtered by disposition type and may include "accident and hit and run" problem types.



There were a total of 403 citations and warnings issued in the City of Indian Rocks Beach during April 2025.

TOP 10 TRAFFIC CITATION LOCATIONS	TOTAL
5th Ave & Gulf Blvd	14
7th Ave & Gulf Blvd	5
Gulf Blvd & 12th St	3
Gulf Blvd & 18th Ave	3
Gulf Blvd & 16th Ave	3
15th Ave & Gulf Blvd	2
9th Ave & Gulf Blvd	2
800 Gulf Blvd	2
Hidden Harbour Drive & 9th Ave	1
409 Gulf Blvd	1



## AGENDA ITEM NO. 1 B

# REPORT OF Pinellas Suncoast Fire & Rescue District

## **AGENDA ITEM NO. 1 C**

PRESENTATION Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2024.

# AGENDA ITEM NO. 2 PUBLIC COMMENTS

# AGENDA ITEM NO. 3 A REPORTS OF City Attorney

# AGENDA ITEM NO. 3 B REPORTS OF City Manager

# AGENDA ITEM NO. 3 C REPORTS OF City Commission

# AGENDA ITEM NO. 4 ADDITIONS/DELETIONS

# AGENDA ITEM NO. 5 A CONSENT AGENDA

#### MINUTES CITY OF INDIAN ROCKS BEACH CITY COMMISSION MEETING TUESDAY, APRIL 8, 2025 @ 6:00 P.M. CHURCH OF THE ISLES 200 24<sup>TH</sup> AVENUE INDIAN ROCKS BEACH, FLORIDA 33785

Mayor-Commissioner Houseberg called the meeting to order at 6:00 p.m., followed by the Pledge of Allegiance and a moment of silence.

**MEMBERS PRESENT**: Mayor-Commissioner Denise Houseberg, Vice-Mayor Commissioner Janet Wilson, Commissioner John Bigelow, and Commissioner Hilary King. Commissioner Jude Bond phoned in.

**OTHERS PRESENT:** City Manager Gregg Mims, City Attorney Randy Mora, Finance Director Dan Carpenter, City Clerk Lorin Kornijtschuk, and Planning and Zoning Consultant Hetty Harmon.

For continuity, items are listed in agenda order, although not necessarily discussed in that order.

#### 1 A. REPORT OF Pinellas County Sheriff's Office.

• The Pinellas County Sheriff's Office submitted a written crime analysis report for March 2025.

#### 1 B. REPORT OF Pinellas Suncoast Fire & Rescue District.

- Leadership: Chief Grimes, formerly with Pinellas County EMS, is the new PSFRD Chief.
- March Calls: 46 medical emergencies, 20 fire-related incidents, 732 training hours.
- **New Station:** Plans are underway for a 4th station at Church of the Isles to better serve the north end, including Belleair.

#### 2. PUBLIC COMMENTS.

**Diane Daniel-** 309 10<sup>th</sup> Avenue- shared an update on her nonprofit efforts to collect leftover food from vacationers with good results and hopes to expand next year.

**Linda Newton** – 438 Harbor Drive North, questioned why the short-term rental listing on the city's website has not been updated since September 2024. She suggested that police and fire reports note whether incidents involve properties that are vacation rentals.

**Kellee Watt** – 431 Harbor Drive South, voiced concerns about the lack of licensing processes for short-term rental businesses.

**Jerry Newton** – 48 Harbor Drive North, questioned why short-term rentals are allowed to operate without fire inspections and proper safety checks.

**Bob Coplen** – 447 20th Avenue, voiced concerns with the lack of proper enforcement of regulations.

**John Pfanstiehl** – 448 Harbor Drive South, praised the county's proactive actions and stressed the importance of more staff and faster responses for enforcement. Expressed concerns over state legislative actions that might erode local decision-making power.

**Eddie Bie** – 497 20th Avenue, voiced concern with the long compliance windows given to violators.

**R.B. Johnson**, 1206 Beach Trail, has concerns about the beach's current state after the storm. While it seems in decent shape, it still needs significant work to restore it to pre-storm conditions.

**Matthew Barrowclough** – 211 11th Avenue, asked the Commission to act smarter in addressing the housing crisis as people continue to live in campers. He expressed concern that there are a few people who continue to push the agenda that all tourism is bad.

#### 3. REPORTS OF:

A. City Attorney- Randy Mora

#### Legislative Session Update

- The legislative session is approximately halfway complete and will continue into the following month.
- Key proposals include preemption measures, attorney fee-shifting provisions, compliance requirements, and challenges for local governments.
- A Senate amendment proposes raising the sovereign immunity cap from \$200,000 to \$500,000 or potentially \$1 million, which may impact municipal insurance premiums and liability exposure.

#### Local Legislative Concerns

- Legislative proposals affecting redevelopment near religious institutions are being tracked.
- The City is working with Local Voices United to remain informed and engaged on these developments.

#### **Ongoing Litigation**

- The City is involved in seven (7) federal lawsuits. One case, AP 6, was recently reopened.
- The City is also defending two (2) lawsuits in state court.

Mayor-Commissioner Houseberg inquired about House Bill 1209 and House Bill 247.

**Attorney Mora** noted these bills include criteria for such housing and stated he would provide further analysis if local impacts are identified.

**Commissioner Bigelow** inquired whether code enforcement complaints submitted through the City's new hotline are considered public records.

**City Attorney Mora** confirmed that code enforcement complaints are generally public records. He noted that the timing and manner of public disclosure are subject to administrative protocols, though the legal presumption is that such complaints are public.

#### B. City Manager- Gregg Mims

#### **Recycling Efforts**:

- City Manager Mims highlighted the city's ongoing efforts to improve recycling programs, including a quarterly newsletter sent to property owners outlining what can and cannot be recycled.
- The city's website provides detailed recycling information, including a link to the county's recycling website and locations for drop-off.
- Decals for recycling bins have been ordered, and replacements for lost bins due to hurricanes are in progress.

#### Insurance and Legislation Update:

- City Manager Mims shared concerns about a proposed bill that would raise the liability limit for government entities, which could result in a 25% increase in insurance costs for the city.
- The city is advocating against this bill.

#### **Code Enforcement and Parking:**

- The city has issued 82 parking citations, in addition to county citations.
- City Manager Mims acknowledged the passing of Jean Scott, a former city commissioner who served for many years.
- Changes in city staffing: Dan Carpenter has been reclassified as the Administrative Director, overseeing various departments, including code enforcement and vacation rental compliance.

#### Building and Permitting Updates:

- Permitting issues are seeing improvement, with fewer individuals visiting City Hall for assistance.
- The city is making progress on the rebuilding of City Hall, with work on the floor leveling underway. Completion is expected by June or July.
- FEMA funding processes are ongoing, though it may take up to two years to receive financial assistance.

#### Parking on the Beach:

 City Manager Mims reminded the Commission that a work session will be held to discuss paid beach parking and city parking, topics discussed before the hurricane but still under consideration.

#### Land Development Code and Mixed-Use Study:

- The city is continuing a study with Forward Pinellas to review the land development code and consider mixed-use development incentives.
- A presentation will be made tonight, with no immediate action expected from the Commission. City Manager Mims suggested referring the topic to the Planning Commission for further discussion due to its complexity. The study had been paused due to the hurricane but is now resuming.
- The city entered into an interlocal agreement with Forward Pinellas in July of 2024 to review and evaluate its Land Development Code.

**Mayor Commissioner Houseberg** inquired why the city's short-term rental list on the website had not been kept up to date.

**City Manager Mims** explained that the process had been delayed due to the aftermath of the hurricanes, which caused property damage and led to staff shortages, including the resignation of a code enforcement officer. The city had to focus on emergency responses and permits before resuming regular duties. City Manager Mims assured the Commission that the process is now back on track, with updates underway and an accurate list expected to be posted on the website by the end of the month. The list will include disclaimers to account for registration and inspection issues. He emphasized that the data will be thoroughly verified for accuracy.

#### C. City Commission.

**Commissioner King** reported that the city recently hosted an event to assist residents with permitting issues, but only one person attended, who required significant help. She encouraged those still struggling with the process to take advantage of another opportunity on April 24th at the Holiday Inn, with details available on the city website. She emphasized that city staff, including City Manager Mims and his team, are always available for walk-ins and assistance, and she hopes more people will take advantage of these opportunities to get the help they need.

**Vice Mayor Commissioner Wilson**, reported the "Taste of IRB" event will be held on April 26th, with tickets being sold from 3 to 5 P.M., and encouraged everyone to stop by and support IRB Homes.

**Mayor-Commissioner Houseberg** spoke about the loss of Jean Scott, praising her deep love for Indian Rocks Beach. She shared that Jean, was a dedicated businesswoman and volunteer, contributing to numerous local organizations such as the Beach Art Center and Friends of the Library. Jean also served as a commissioner for two terms and was reappointed for another.

#### Commissioner Bigelow, no report.

Commissioner Bond, no report.

4. ADDITIONS/DELETIONS. None

#### 5. CONSENT AGENDA:

- A. APPROVAL OF March 27, 2025, Swearing In Ceremony Minutes.
- **B. APPROVAL OF** March 27, 2025, Regular City Commission Meeting Minutes.

C. PROCLAMATION- National Public Works Week- May 18<sup>th</sup> ~ May 24<sup>th,</sup> 2025.

#### City Attorney Mora read Consent Agenda items 5 A – 5 C by title only.

#### Motion made by Vice-Mayor Commissioner Wilson, seconded by Commissioner King to approve the consent agenda, consisting of agenda items 5 A – 5 C.

#### Unanimous approval by acclamation.

- 6. **PUBLIC HEARINGS:** None
- 7. OTHER LEGISLATIVE MATTERS: None
- 8. WORK SESSION ITEMS: Forward Pinellas Mixed-Use Strategy Recommendations-Presentation.

### A PowerPoint presentation was done by Rodney Chatman and Nousheen Rahman of Forward Pinellas.

#### Commissioner's Discussion.

**Commissioner Bigelow** inquired about any ongoing mixed-use projects in the area and whether the public would have the opportunity to provide input on such developments. He emphasized the importance of gauging resident sentiment before moving forward with any zoning or code changes. He stated each project should be evaluated individually.

**Forward Pinellas** responded that they were not aware of specific projects under construction but noted that recent changes in regulations could potentially encourage such developments.

**City Attorney Mora** clarified that any changes to land development codes would go through public hearings, planning and zoning board reviews, and multiple commission meetings with public comment opportunities

**Commissioner King** raised concerns about whether the recommendations for mixed-use projects considered the impacts on infrastructure. She expressed the need to assess these impacts before proceeding with zoning changes. She wants scenario planning to understand the impact before decisions are made

**Forward Pinellas** clarified that the presentation focused on regulatory changes, not specific projects, and infrastructure evaluations would be part of the development approval process. They also offered to conduct further analysis on potential infrastructure impacts based on different development scenarios.

**Mayor Commissioner Houseberg** added that the city may need to modify its land use codes to accommodate future developments, especially as older buildings may need to be rebuilt or repurposed. Updating the code could allow redevelopment of aging or non-conforming

properties in line with modern needs, some commercial buildings could not even be rebuilt under current rules due to limitations on required retail space.

**Vice Mayor- Commissioner Wilson** emphasized that any development opportunities would be evaluated for their impact on infrastructure before being approved. She showed support for exploring mixed-use development as a strategic tool to help the city guide growth in a more controlled and community-beneficial way. Giving developers an "option available" that aligns with the city's goals. She noted that some parcels will inevitably be developed, and under the current regulations, the city does not have much influence unless the development exceeds height limits or similar thresholds. By introducing a mixed-use option, the city could regain some influence over what gets built.

#### Mayor Commissioner Houseberg opened Public Comment.

**Kelly Cisarik -** 448 Harbor Drive South, opposed to giving developers automatic incentives like extra height or density. She stated that current rules already allow mixed-use with Commission approval. She urged keeping local control and reviewing projects individually.

**John Pfanstiehl** - 448 Harbor Drive South had concerns about losing Indian Rocks Beach's small-town charm to larger developments. He stated that traffic is already bad and would get worse.

**Kellee Watts** - 431 Harbor Drive South, stated that this plan does not seem to be initiated by the city. She expressed concern about short-term rentals, potential traffic, and infrastructure impacts.

**City Attorney Mora** clarified that the City Commission requested the Forward Pinellas study in response to resident questions and outreach. Some citizens had asked why the city had not taken further action or followed up on the 2020 planning efforts. As a result, at the July 2024 City Commission Meeting, the Commission directed staff to revisit the topic and explore potential options.

**Diane Daniel** - 309 10<sup>th</sup> Avenue - supported mixed-use but has concerns about short-term rentals. She would like safer walking and biking areas, as well as improved traffic flow.

**Bert Valery** - 2000 20<sup>th</sup> Avenue Parkway, said current rules limit useful mixed-use development and he supports updating zoning to help revitalize the area.

**R.B. Johnson -** 1206 Beach Trail, pointed out current small mixed-use projects that work well and showed concern that larger buildings would change IRB's character. He asked the Commission to focus on scale and traffic impacts.

**Bob Copelan** - 447 20<sup>th</sup> Avenue, showed concern with traffic congestion and suggested infrastructure studies before any new development.

**Matthew Barrowclough**, 211 11<sup>th</sup> Avenue, showed support for the study for a chance to improve the area for the future.

#### Mayor Commissioner Houseberg Closed Public Comment.

#### Unanimous approval to have the Planning and Zoning Board explore options with Forward Pinellas.

9. OTHER BUSINESS. None

#### 10. ADJOURNMENT.

#### Motion was made by Vice-Mayor Commissioner Wilson and seconded by Commissioner King to adjourn at 8:25 p.m. Unanimous approval by acclamation.

Date Approved

Denise Houseberg, Mayor-Commissioner

Attest:

Lorin A. Kornijtschuk, City Clerk

# AGENDA ITEM NO. 5 B CONSENT AGENDA

### AGENDA MEMO INDIAN ROCKS BEACH CITY COMMISSION

MEETING OF: May 13, 2	AGENDA ITEM: 5B
ORIGINATED BY:	Dan Carpenter, Finance Director
AUTHORIZED BY:	Brently Gregg Mims, City Manager
SUBJECT:	March 2025 Year-to-Date Financial Report

#### **BACKGROUND:**

Staff presents a quarterly report of the year-to-date financial results to the City Commission.

#### **ANALYSIS:**

Financial reports comparing March 2025 fiscal year-to-date actual revenues and expenditures to budget are attached. Total expenditures include Hurricane Helene and Milton damage repairs and debris removal costs. In total, 3.9 million dollars of unbudgeted expenditures from the two hurricanes are reflected in the second quarter fiscal year or March 2025 financial report.

### City of Indian Rocks Beach FY 2025 BUDGET TO ACTUAL REPORT AS OF MARCH 31, 2025

	3/31/2025 Period to Date Actual	FY 2025 TOTAL APPROVED BUDGET	OVER/(UNDER) BUDGET	% OF TOTAL FY 2025 APPROVED BUDGET
001 GENERAL FUND				
AD VALOREM TAX FRANCHISE FEE COMMUNICATIONS SERVICES TAX BUSINESS REG & OCC LICENSES PERMITS & FEES INTERGOVERNMENTAL CHARGES FOR SERVICES PARKING FEES FINES AND FOREFITS INTEREST ON INVESTMENT MISCELLANEOUS INSURANCE PROCEEDS TOTAL REVENUE	\$ 3,087,608 \$ 203,832 \$ 41,434 \$ 75,248 \$ 7,476 \$ 183,180 \$ 2,457 \$ 61,481 \$ 150,042 \$ 191,247 \$ 2,648 \$ 1,805,781 <b>\$ 5,812,434</b>	\$ 3,549,380 564,000 5 90,000 5 138,010 5 9,300 5 447,930 5 9,860 5 200,000 5 100,000 5 250,000 5 30,360 5 - 5,388,840	\$ (461,772) \$ (360,168) \$ (48,566) \$ (62,762) \$ (1,824) \$ (264,750) \$ (7,403) \$ (138,519) \$ 50,042 \$ (58,753) \$ (27,712) \$ 1,805,781 <b>\$ 423,594</b>	87% 36% 46% 55% 80% 41% 25% 31% 150% 76% 9% 108%
CITY COMMISSION CITY MANAGER FINANCE CITY ATTORNEY PLANNING CITY CLERK LAW ENFORCEMENT BUILDING & CODE ENFORCEMENT PUBLIC WORKS LIBRARY RECREATION CENTRAL SERVICES TOTAL EXPENDITURES	\$ 37,110 \$ 151,612 \$ 243,214 \$ 62,036 \$ 245,568 \$ 75,345 \$ 686,148 \$ 168,868 \$ 1,837,498 \$ 56,307 \$ 6,880 \$ 234,507 <b>\$ 3,805,093</b>	\$ 60,800 289,650 498,680 5 157,000 5 85,200 5 150,180 5 1,377,820 5 300,270 5 1,323,300 5 123,660 5 36,700 5 478,010 5 4,881,270	\$ (23,690) \$ (138,038) \$ (255,466) \$ (94,964) \$ 160,368 \$ (74,835) \$ (691,672) \$ (131,402) \$ 514,198 \$ (67,353) \$ (29,820) \$ (243,503) <b>\$ (1,076,177)</b>	61% 52% 49% 40% 288% 50% 50% 50% 56% 139% 46% 19% 49% 49%
101 CAPITAL PROJECTS	]			
IC SURTAX PENNY FOR PINELLAS UTILITY UNDERGROUND GRANT GRANTS - AMERICAN RESCUE PLAN & I GRANTS -SWFWMD GRANTS -OTHER STATE OF FLORIDA <b>TOTAL REVENUE</b>	\$ 197,500 \$ <b>\$ 472,331</b>	\$ 600,000 \$ - \$ 1,308,170 \$ - \$ 480,000 <b>\$ 2,388,170</b>	\$ (325,169) \$ (1,308,170) \$ . \$ . <b>\$ .</b> <b>\$ .</b> <b>1</b> . <b>1</b> .	46% 0% 0% 0% 0% 20%
CONTRUCTION PROJECTS TOTAL EXPENDITURE	\$ 1,726,795 \$ 1,726,795	\$ 2,789,170 \$ 2,789,170	\$ (1,062,375) <b>\$ (1,062,375)</b>	<u>62%</u> <u>62%</u>
402 SOLID WASTE FUND				
GRANT REVENUE SOLID WASTE TOTAL REVENUE	\$ - \$ 1,078,596 <b>\$ 1,078,596</b>	\$ 3,200 \$ 1,960,180 <b>\$ 1,963,380</b>	\$ - \$ (881,584) <b>\$ (881,584)</b>	0% 55% 55%
SOLID WASTE TOTAL EXPENDITURE	\$ 3,612,820 \$ 3,612,820	\$ 1,713,290 \$ 1,713,290	\$ 1,899,530 <b>\$ 1,899,530</b>	211%

# AGENDA ITEM NO. 5 C CONSENT AGENDA

### INDIAN ROCKS BEACH CITY COMMISSION AGENDA MEMORANDUM

<b>MEETING OF:</b>	May 13, 2025	AGENDA ITEM: 5 C
<b>ORIGINATED BY:</b>	Dan Carpenter, Finance	
AUTHORIZED BY:	Brently Gregg Mims City Manager	Z.M
SUBJECT:	-	nnual Comprehensive Financial Report (ACFR) for g September 30, 2024.

#### BACKGROUND

Pursuant to Florida Statutes Section 11.45(3)(a)4, the City is required to prepare an Annual Comprehensive Financial Audit Report (ACFR) for all funds. MSL, P.A. the City's auditors, have completed their review of the financial operations for Fiscal year 2023/2024 and are submitting their report for acceptance by the City Commission.

Mr. Jeff Wolf, with Forvis Mazars., will present the ACFR to the City Commission. Jeff is a manager with over 20 years of experience in public accounting, governmental and not for profit accounting. Jeff provides continuing professional education services to clients, peers and government agencies throughout Florida, and is a member of the AICPA, FICPA, GFOA and FGFOA.

#### ANALYSIS

The auditors have reviewed the City's accounting records, internal control procedures and operations. The Finance Department has provided documentation and copies of all requested administrative and financial transactions of the previous fiscal year.

The transmittal letter and management's discussion and analysis present an overview of the City's financial condition in a non-technical format that can be better understood by individuals who do not possess an extensive knowledge of municipal accounting and finance. The annual audit process and final audit report reaffirms the credibility and professional management by the City Manager, the Finance Director, City Commission, and the entire management team of the City.

#### MOTION

Accept and file the Annual Comprehensive Financial Report for the Fiscal Year ending September 30, 2024, *be approved*.



# CITY OF INDIAN ROCKS BEACH REQUIRED AUDITOR COMMUNICATIONS FISCAL YEAR ENDED SEPTEMBER 30, 2024

Jeff Wolf, CPA - Partner



## **Services and Deliverables**

- Required Communications Letter (See Handout)
- Independent Auditor's Report
- Report on Internal Control over Financial Reporting and on Compliance
- CSLFRF Compliance Examination Report
- Independent Accountant's Report
- Management Letter



## **Financial Highlights**



### **General Fund**

	2024	2023
Total Assets	\$6.4M	\$5.5M
Total Liabilities and DIR	\$0.2M	\$0.1M
Fund Balance: Nonspendable Restricted Committed Assigned Unassigned Total fund balance	\$0.0M 0.0M 0.1M 0.0M <u>6.1M</u> \$6.2M	\$0.0M 0.0M 0.1M 0.0M <u>5.3M</u> \$5.4M
Unassigned Fund Balance as a % of Total Expenditures and Other Financing Uses	128.4%	124.3%
Net Change in Fund Balance	\$0.8M	\$0.9M



### **General Fund Budget**

	Amended Budget	Actual	Positive (Negative)
Resources:			
Beginning fund balance	\$4.5M	\$ 5.4M	
Total revenues	<u>4.8M</u>	<u>5.5M</u>	\$0.7M
Total resources	9.3M	10.9M	
Total expenditures	<u>4.8M</u>	<u>4.7M</u>	0.1M
Ending fund balance	\$4.5M	\$6.2M	
Net change in fund balance	\$0.0M	\$0.8M	\$0.8M



### Contact

### **Forvis Mazars**

Jeff Wolf Partner P: 813.316.2400 Jeff.Wolf@us.forvismazars.com

The information set forth in this presentation contains the analysis and conclusions of the author(s) based upon his/her/their research and analysis of industry information and legal authorities. Such analysis and conclusions should not be deemed opinions or conclusions by Forvis Mazars or the author(s) as to any individual situation as situations are fact-specific. The reader should perform their own analysis and form their own conclusions regarding any specific situation. Further, the author(s)' conclusions may be revised without notice with or without changes in industry information and legal authorities.

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### **Forvis Mazars Report to the City Commission**

City of Indian Rocks Beach, Florida

Results of the 2024 Financial Statement Audit, Including Required Communications

April 29, 2025

#### Required Communications Regarding Our Audit Strategy & Approach (AU-C 260)

#### **Overview & Responsibilities**

Matter	Discussion
Scope of Our Audit	This report covers audit results related to the City's financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information (the "financial statements"):
	<ul> <li>As of and for the year ended September 30, 2024</li> </ul>
	<ul> <li>Conducted in accordance with our contract dated November 14, 2024.</li> </ul>
Our Responsibilities	Forvis Mazars is responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management, with the oversight of those charged with governance, are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP).
Audit Scope & Inherent Limitations to <i>Reasonable</i> <i>Assurance</i>	An audit performed in accordance with auditing standards generally accepted in the United States of America (GAAS), <i>Government Auditing Standards</i> issued by the Comptroller General of the United States (GAGAS), the Uniform Guidance is designed to obtain reasonable, rather than absolute, assurance about the financial statements. The scope of our audit tests was established in relation to the opinion units being audited and did not include a detailed audit of all transactions.
Extent of Our Communication	In addition to areas of interest and noting prior communications made during other phases of the engagement, this report includes communications required in accordance with GAAS that are relevant to the responsibilities of those charged with governance in overseeing the financial reporting process, including audit approach, results, and internal control. The standards do not require the auditor to design procedures for the purpose of identifying other matters to be communicated with those charged with governance.
Independence	The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.
Your Responsibilities	Our audit does not relieve management or those charged with governance of your responsibilities. Your responsibilities and ours are further referenced in our contract.



Matter	Discussion
Distribution Restriction	This communication is intended solely for the information and use of the following and is not intended to be, and should not be, used by anyone other than these specified parties:
	City Commission and Management
	Others within the City

### Forvis Mazars, LLP

Tampa, Florida April 29, 2025

#### Government Auditing Standards

Matter	Discussion	
Additional GAGAS	We also provided reports as of September 30, 2024, on the following as required by GAGAS:	
Reporting	<ul> <li>Internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with GAGAS</li> </ul>	
Reporting Limitations	Our consideration of internal control over financial reporting and our tests of compliance not designed with an objective of forming an opinion on the effectiveness of internal contr on compliance, and accordingly, we do not express such an opinion.	

#### **Other Information Accompanying the Audited Financial Statements**

The audited financial statements are presented along with management's Annual Comprehensive Financial Report. Management, or those charged with governance, is responsible for preparing the Annual Comprehensive Financial Report.

We were not engaged to audit the Required Supplementary Information (RSI) or Supplemental Schedules contained in the Annual Comprehensive Financial Report, and as a result, our opinion does not provide assurance as to the completeness and accuracy of the information contained therein.

As part of our procedures, we read the entire report to determine if financial information discussed in sections outside the financial statements materially contradicts the audited financial statements. If we identify any such matters, we bring them to management's attention and review subsequent revisions.

#### Auditor Objectives Related to Other Information

Our objectives related to the other information accompanying the audited financial statements were to:

- Consider whether a material inconsistency exists between the other information and the financial statements
- Remain alert for indications that:
  - A material inconsistency exists between the other information and the auditor's knowledge obtained in the audit, or
  - A material misstatement of fact exists or the other information is otherwise misleading
- Respond appropriately when we identify that such material inconsistencies appear to exist or when we
  otherwise become aware that other information appears to be materially misstated. Potential responsive actions
  would include requesting management to correct the identified inconsistency
- Include the appropriate communication in our auditor's report, disclosing the procedures performed on the Other Information, as well as the results obtained



5. We did not identify any material inconsistencies between the other information and the financial statements.

#### **Qualitative Aspects of Significant Accounting Policies & Practices**

#### **Significant Accounting Policies**

Significant accounting policies are described in Note 1 of the audited financial statements.

With respect to new accounting standards adopted during the year, we call to your attention the following topics detailed in the following pages:

• No matters are reportable.

#### **Unusual Policies or Methods**

With respect to significant unusual accounting policies or accounting methods used for significant unusual transactions (significant transactions outside the normal course of business or that otherwise appear to be unusual due to their timing, size, or nature), we noted the following:

• No matters are reportable.

#### **Alternative Accounting Treatments**

We had discussions with management regarding alternative accounting treatments within GAAP for policies and practices for material items, including recognition, measurement, and disclosure considerations related to the accounting for specific transactions as well as general accounting policies, as follows:

• No matters are reportable.

#### Management Judgments & Accounting Estimates

Accounting estimates are an integral part of financial statement preparation by management, based on its judgments. Significant areas of such estimates for which we are prepared to discuss management's estimation process and our procedures for testing the reasonableness of those estimates include:

- Useful Lives of Capital Assets
- Compensated Absences

#### **Financial Statement Disclosures**

The following areas involve particularly sensitive financial statement disclosures for which we are prepared to discuss the issues involved and related judgments made in formulating those disclosures:

- Capital Assets
- Cash and Investments
- Commitment and Contingencies

#### Our Judgment About the Quality of the Entity's Accounting Principles

During the course of the audit, we made the following observations regarding the Entity's application of accounting principles:

• No matters are reportable.



#### **Adjustments Identified by Audit**

During the course of any audit, an auditor may propose adjustments to financial statement amounts. Management evaluates our proposals and records those adjustments that, in its judgment, are required to prevent the financial statements from being materially misstated.

A misstatement is a difference between the amount, classification, presentation, or disclosure of a reported financial statement item and that which is required for the item to be presented fairly in accordance with the applicable financial reporting framework.

#### **Proposed & Recorded Adjustments**

Auditor-proposed and management-recorded entries include the following:

• No matters are reportable.

#### **Uncorrected Misstatements**

• No uncorrected misstatements to report.

#### **Current-Period Uncorrected Misstatements**

• No current-period uncorrected misstatements.

#### **Prior-Period Uncorrected Misstatements**

No prior-period uncorrected misstatements

#### **Other Required Communications**

#### **Disagreements with Management**

The following matters involved disagreements which if not satisfactorily resolved would have caused a modified auditor's opinion on the financial statements:

• No matters are reportable.

#### Consultation with Individuals Outside of the Engagement Team

During our audit, we encountered the following matters, for which we consulted the views of individuals outside of the engagement team:

• No matters are reportable.

#### **Consultation with Other Accountants**

During our audit, we became aware that management had consulted with other accountants about the following auditing or accounting matters:

• No matters are reportable.

#### Significant Issues Discussed with Management

#### Prior to Retention

During our discussion with management prior to our engagement, the following issues regarding application of accounting principles or auditing standards were discussed:

• No matters are reportable.



#### During the Audit Process

During the audit process, the following issues were discussed or were the subject of correspondence with management:

• No matters are reportable.

#### **Difficulties Encountered in Performing the Audit**

Our audit requires cooperative effort between management and the audit team. During our audit, we found significant difficulties in working effectively on the following matters:

• No matters are reportable.

#### **Other Material Communications**

Listed below are other material communications between management and us related to the audit:

Management representation letter (see Attachments)



# **Attachments**

#### **Management Representation Letter**

As a material communication with management, included herein is a copy of the representation letter provided by management at the conclusion of our engagement.



Attachment A

**Management Representation Letter** 





Administrativc 727/595 2517 Representation of: City of Indian Rocks Beach, Florida 1507 Bay Palm Blvd Indian Rocks Beach, Florida 37785 Library 727/596-1822 Public Works 727/595 6889

*Provided to:* **Forvis Mazars, LLP** Certified Public Accountants 201 E. Kennedy Blvd, Suite 650 Tampa, Florida 33602

The undersigned ("We") are providing this letter in connection with Forvis Mazars' audit of our financial statements as of and for the year ended September 30, 2024

We are also providing this letter in connection with:

• Your examination of our compliance with the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Program as of and for the year ended September 30, 2024

Our representations are current and effective as of the date of Forvis Mazars' report: April 29, 2025

Our engagement with Forvis Mazars is based on our contract for services dated: November 14, 2024

#### **Our Responsibility & Consideration of Material Matters**

We confirm that we are responsible for the fair presentation of the financial statements subject to Forvis Mazars' report in conformity with accounting principles generally accepted in the United States of America.

We are also responsible for adopting sound accounting policies; establishing and maintaining effective internal control over financial reporting, operations, and compliance; and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

#### Confirmation of Matters Specific to the Subject Matter of Forvis Mazars' Report

We confirm, to the best of our knowledge and belief, the following:

#### Broad Matters

- 1. We have fulfilled our responsibilities, as set out in the terms of our contract, for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
- 2. We acknowledge our responsibility for the design, implementation, and maintenance of:
  - a. Internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
  - b. Internal control to prevent and detect fraud.
- 3. We have provided you with:
  - a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.
  - b. Additional information that you have requested from us for the purpose of the audit.
  - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
  - d. All minutes of the City Commission meetings held through the date of this letter or summaries of actions of recent meetings for which minutes have not yet been prepared. All unsigned copies of minutes provided to you are copies of our original minutes approved by the City Council, if applicable, and maintained as part of our records.
  - e. All significant contracts and grants.
- 4. We have responded fully and truthfully to all your inquiries.

#### Government Auditing Standards

- 5. We acknowledge that we are responsible for compliance with applicable laws, regulations, and provisions of contracts and grant agreements.
- 6. We have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that have a direct and material effect on the determination of amounts in our financial statements or other financial data significant to the audit objectives.
- 7. We have identified and disclosed to you any violations or possible violations of laws, regulations, including those pertaining to adopting, approving, and amending budgets, and provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for recognition and/or disclosure in the financial statements or for your reporting on noncompliance.
- 8. We have taken or will take timely and appropriate steps to remedy any fraud, abuse, illegal acts, or violations of provisions of contracts or grant agreements that you or other auditors report.
- 9. We have a process to track the status of audit findings and recommendations.
- 10. We have identified to you any previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of your audit and the corrective actions taken to

address any significant findings and recommendations made in such audits, attestation engagements, or other studies.

11. We have provided our views on any findings, conclusions, and recommendations, as well as our planned corrective actions with respect thereto, to you for inclusion in the findings and recommendations referred to in your report on internal control over financial reporting and on compliance and other matters based on your audit of the financial statements performed in accordance with *Government Auditing Standards*.

# U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Program

- 12. We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.
- 13. We have reconciled the amount subject to the CSLFRF examination to the financial statements.
- 14. Federal award revenues and expenditures are fairly presented, both in form and content, in accordance with the applicable criteria in the entity's financial statements.
- 15. We have identified the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance regarding activities allowed or unallowed; allowable costs/cost principles that are applicable to the CSLFRF program. We have identified to you our interpretation of any applicable compliance requirements subject to varying interpretations.
- 16. We are responsible for complying, and have complied, with the requirements of Uniform Guidance.
- 17. We are responsible to understand and comply with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal awards programs and have disclosed to you any and all instances of noncompliance with those requirements occurring during the period of your audit or subsequent thereto to the date of this letter of which we are aware. Except for any instances of noncompliance we have disclosed to you, we believe the entity has complied with all applicable compliance requirements.
- 18. We are responsible for the design, implementation, and maintenance of internal controls over compliance that provide reasonable assurance we have administered each of our federal awards programs in compliance with federal, regulations, and the terms and conditions of the federal awards.
- 19. We have made available to you all federal awards (including amendments, if any) and any other correspondence or documentation relevant to each of our federal programs and to our compliance with applicable requirements of those programs.
- 20. The information presented in federal awards program financial reports and claims for advances and reimbursements is supported by the books and records from which our financial statements have been prepared.
- 21. The costs charged to federal awards are in accordance with applicable cost principles.
- 22. The reports provided to you related to federal awards programs are true copies of reports submitted or electronically transmitted to the federal awarding agency, the applicable payment system, or pass-through entity in the case of a subrecipient.

- 23. We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the applicable compliance requirements for each of our federal awards programs, including any communications received from the end of the period of your audit through the date of this letter.
- 24. We have identified to you any previous compliance audits, attestation engagements, and internal or external monitoring related to the objectives of your compliance audit, including findings received and corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements, or other monitoring.
- 25. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance subsequent to the period covered by the auditor's report.

#### Misappropriation, Misstatements, & Fraud

- 26. We have informed you of all current risks of a material amount that are not adequately prevented or detected by our procedures with respect to:
  - a. Misappropriation of assets.
  - b. Misrepresented or misstated assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position or fund balance.
- 27. We have no knowledge of fraud or suspected fraud affecting the entity involving:
  - a. Management or employees who have significant roles in internal control over financial reporting, or
  - b. Others when the fraud could have a material effect on the financial statements.
- 28. We understand that the term "fraud" includes misstatements arising from fraudulent financial reporting and misstatements arising from misappropriation of assets. Misstatements arising from fraudulent financial reporting are intentional misstatements, or omissions of amounts or disclosures in financial statements to deceive financial statement users. Misstatements arising from misappropriation of assets involve the theft of an entity's assets where the effect of the theft causes the financial statements not to be presented in conformity with accounting principles generally accepted in the United States of America.
- 29. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, customers, analysts, SEC or other regulators, citizens, suppliers, or others.
- 30. We have assessed the risk that the financial statements may be materially misstated as a result of fraud and disclosed to you any such risk identified.

#### **Ongoing Operations**

We acknowledge that you have no responsibility for future changes caused by the current economic environment and the resulting impact on the entity's financial statements. Further, management and governance are solely responsible for all aspects of managing the entity, including questioning the quality and valuation of investments, inventory, and other assets, evaluating assumptions regarding defined benefit pension plan obligations, reviewing allowances for uncollectible amounts; evaluating capital needs and liquidity plans; etc..

#### **Related Parties**

31. We have disclosed to you the identity of all of the entity's related parties and all the related-party relationships of which we are aware.

In addition, we have disclosed to you all related-party transactions and amounts receivable from or payable to related parties of which we are aware, including any modifications during the year that were made to related-party transaction agreements which existed prior to the beginning of the year under audit, as well as new related-party transaction agreements that were executed during the year under audit.

Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.

- 32. We understand that the term related party refers to:
  - Affiliates
  - Entities for which investments are accounted for by the equity method
  - Trusts for the benefits of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management
  - Principal owners and members of their immediate families
  - Management and members of their immediate families
  - Any other party with which the entity may deal if one party can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

Another party is also a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

The term <u>affiliate</u> refers to a party that directly or indirectly controls, or is controlled by, or is under common control with, the entity.

#### Litigation, Laws, Rulings, & Regulations

- 33. We have disclosed to you all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.
- 34. We have no knowledge of communications, other than those specifically disclosed, from regulatory agencies, governmental representatives, employees, or others concerning investigations or allegations of noncompliance with laws and regulations, deficiencies in financial reporting practices, or other matters that could have a material adverse effect on the financial statements.
- 35. We have disclosed to you all known instances of violations or noncompliance or possible violations or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements or as a basis for recording a loss contingency.

36. We have not been designated as a potentially responsible party (PRP or equivalent status) by the Environmental Protection Agency (EPA) or other cognizant regulatory agency with authority to enforce environmental laws and regulations.

#### **Financial Statements & Reports**

- 37. With regard to supplementary information:
  - a. We acknowledge our responsibility for the presentation of the supplementary information in accordance with the applicable criteria.
  - b. We believe the supplementary information is fairly presented, both in form and content, in accordance with the applicable criteria.
  - c. The methods of measurement and presentation of the supplementary information are unchanged from those used in the prior and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
  - d. We believe the significant assumptions or interpretations underlying the measurement and/or presentation of the supplementary information are reasonable and appropriate.
- 38. With regard to other information that is presented in the form of our annual report:
  - a. We confirm that ACFR] comprise the annual report for the entity.
  - b. We have provided you with the final draft of the annual report.

#### Transactions, Records, & Adjustments

- 39. All transactions have been recorded in the accounting records and are reflected in the financial statements.
- 40. The entity has appropriately reconciled its general ledger accounts to their related supporting information. All related reconciling items considered to be material were identified and included on the reconciliations and were appropriately adjusted in the financial statements. All intracompany (and intercompany) accounts have been eliminated or appropriately measured and considered for disclosure in the financial statements.
- 41. We have everything we need to keep our books and records.
- 42. We have disclosed any significant unusual transactions the entity has entered into during the period, including the nature, terms, and business purpose of those transactions.

#### **Governmental Accounting & Disclosure Matters**

- 43. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 44. With regard to deposit and investment activities:
  - a. All deposit, repurchase and reverse repurchase agreements, and investment transactions have been made in accordance with legal and contractual requirements.

- b. Investments, derivative instrument transactions, and land and other real estate held by endowments are properly valued.
- c. Disclosures of deposit and investment balances and risks in the financial statements are consistent with our understanding of the applicable laws regarding enforceability of any pledges of collateral.
- d. We understand that your audit does not represent an opinion regarding the enforceability of any collateral pledges.
- 45. The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 46. We have identified and evaluated all potential fiduciary activities. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.
- 47. Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 48. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
- 49. We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance is available and have determined that net position is properly recognized under the policy.
- 50. The entity has properly separated information in debt disclosures related to direct borrowings and direct placements of debt from other debt and disclosed any unused lines of credit, collateral pledged to secure debt, terms in debt agreements related to significant default or termination events with finance-related consequences, and significant subjective acceleration clauses in accordance with GASB Statement No. 88.
- 51. We have identified and evaluated all potential tax abatements, and we believe there are no material tax abatements other than those that have been disclosed in the notes to the financial statements.
- 52. The entity's ability to continue as a going concern was evaluated and that appropriate disclosures are made in the financial statements as necessary under GASB requirements.
- 53. The supplementary information required by the Governmental Accounting Standards Board, consisting of management's discussion and analysis, pension, and other postemployment benefit information], has been prepared and is measured and presented in conformity with the applicable GASB pronouncements, and we acknowledge our responsibility for the information. The information contained therein is based on all facts, decisions, and conditions currently known to us and is measured using the same methods and assumptions as were used in the preparation of the financial statements. We believe the significant assumptions underlying the measurement and/or presentation of the information are reasonable and appropriate. There has been no change from the preceding period in the methods of measurement and presentation.
- 54. With regard to pension and other postretirement benefits (OPEB):

- a. We believe that the actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.
- b. We have provided you with the entity's most current pension and OPEB plan instrument for the audit period, including all plan amendments.
- c. The participant data provided to you related to pension and OPEB plans are true copies of the data submitted or electronically transmitted to the plan's actuary.
- d. The participant data that we provided the plan's actuary for the purposes of determining the actuarial present value of accumulated plan benefits and other actuarially determined amounts in the financial statements were complete.

#### **General Government Matters**

- 55. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.
- 56. All funds that meet the quantitative criteria in GASB Statement No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments, as amended, and No. 37, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus—an Amendment of GASB Statements No. 21 and No. 34, for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 57. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 58. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 59. We have appropriately disclosed that the entity is following either its established accounting policy regarding which governmental fund resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available or is following paragraph 18 of GASB Statement No. 54 to determine the fund balance classifications for financial reporting purposes and have determined that fund balance is properly recognized under the policy.
- 60. We have exercised due care in the preparation of the introductory and statistical sections included in our annual comprehensive financial report (ACFR) and are not aware of any information contained therein that is inconsistent with the information contained in our basic financial statements.

#### Accounting & Disclosure

- 61. All transactions entered into by the entity are final. We are not aware of any unrecorded transactions, side agreements, or other arrangements (either written or oral) that are in place.
- 62. Except as reflected in the financial statements, there are no:

- a. Plans or intentions that may materially affect carrying values or classifications of assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position, or fund balance.
- b. Material transactions omitted or improperly recorded in the financial records.
- c. Material unasserted claims or assessments that are probable of assertion or other gain/loss contingencies requiring accrual or disclosure, including those arising from environmental remediation obligations.
- d. Events occurring subsequent to the balance sheet/statement of net position]date through the date of this letter, which is the date the financial statements were available to be issued, requiring adjustment or disclosure in the financial statements.
- e. Agreements to purchase assets previously sold.
- f. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, lines of credit, or similar arrangements.
- g. Guarantees, whether written or oral, under which the entity is contingently liable.
- h. Known or anticipated asset retirement obligations.
- 63. Except as disclosed in the financial statements, the entity has:
  - a. Satisfactory title to all recorded assets, and those assets are not subject to any liens, pledges, or other encumbrances.
  - b. Complied with all aspects of contractual and grant]agreements, for which noncompliance would materially affect the financial statements
- 64. We agree with the findings of specialists in evaluating the Pension/OBEB Liability and Self Insurance Liabilities and have adequately considered the qualification of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to the specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had impact on the independence or objectivity of the specialists.

#### Revenue, Accounts Receivable, & Inventory

- 65. Adequate provisions and allowances have been accrued for any material losses from:
  - a. Uncollectible receivables.
  - b. Excess or obsolete inventories.
  - c. Sales commitments, including those unable to be fulfilled.
  - d. Purchase commitments in excess of normal requirements or at prices in excess of prevailing market prices.

#### **Estimates**

- 66. We have identified all accounting estimates that could be material to the financial statements, and we confirm the appropriateness of the methods and the consistency in their application, the accuracy and completeness of data, and the reasonableness of significant assumptions used by us in making the accounting estimates, including those measured at fair value reported in the financial statements.
- 67. Significant estimates that may be subject to a material change in the near term have been properly disclosed in the financial statements. We understand that "near term" means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations, which refer to a lack of diversity related to employers, industries, inflows of resources, workforce covered by collective bargaining agreements, providers of financial resources, or suppliers of material, labor or services loans, investments, or deposits, or constraints, which refer to a limitation imposed by an external party or by formal action of a government's highest level of decision-making authority related to limitations on raising revenue, limitations on spending, limitations on the incurrence of debt, or mandated spending, existing at the date of the financial statements that would make the entity vulnerable to the risk of severe impact in the near term that have not been properly disclosed in the financial statements.

#### Fair Value

- 68. With respect to the fair value measurements of financial and nonfinancial assets and liabilities, if any, recognized in the financial statements or disclosed in the notes thereto:
  - a. The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated course of action.
  - b. The measurement methods and significant assumptions used in determining fair value are appropriate in the circumstances for financial statement measurement and disclosure purposes and have been consistently applied.
  - c. The significant assumptions appropriately reflect market participant assumptions.
  - d. The disclosures related to fair values are complete, adequate, and in conformity with accounting principles generally accepted in the United States of America.
  - e. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

Gregg Mims, City Manager

Dan Capenter, Administrative Services Director

# AGENDA ITEM NO. 5 D CONSENT AGENDA

#### CITY OF INDIAN ROCKS BEACH **CITY COMMISSION AGENDA MEMORANDUM**

FOR MEETING OF:	May 13, 2025	AGENDA ITEM: 5 D
ORIGINATED BY:	Lorin A. Kornijtschuk, City Clerk	
AUTHORIZED BY:	Brently Gregg Mims, City Manager	y
SUBJECT:	Designating Vice-Mayor Commissioner Wildelegate at the Florida League of Cities August 17, 2025, and approving the budge	son to serve as the City's voting Conference from August 13 ~

#### **BACKGROUND:**

The Florida League of Cities (FLC) By-Laws require that each City select one person to serve as the City's voting delegate. Article I - Meetings of the Organizations, Section 4 of the By-Laws states:

"At all meetings of the League, all delegates shall be registered, and each member shall designate a voting delegate to cast all votes allowed to a member. If a voting delegate is unable to serve, another may be delegated. A non-voting delegate may participate in a meeting of the League in all respects except voting. Meeting registration fees shall be fixed from time to time by the FLC Board of Directors."

#### ANALYSIS:

The Florida League of Cities Annual Conference offers workshops on critical issues affecting municipalities, including disaster preparedness, transient housing, homelessness, current legislation, and more. It also provides an excellent opportunity to network and exchange information with representatives from other cities dealing with similar challenges.

Location: Signia/Hilton Orlando Bonnet Creek, 14100 Bonnet Creek Resort Ln, Orlando, FL.

Dates: August 13-17, 2025

Registration Fee: \$600.00

Hotel and Parking Fee: \$1,152.00

Mileage: \$129.98

Meals: \$85.00

Total: \$1.966.98

#### MOTION:

I move to APPROVE/DENY Vice-Mayor Commissioner Janet Wilson as the City's voting delegate at the Florida League of Cities Conference from August 13 ~ August 17, 2025, and the budget for travel.

# AGENDA ITEM NO. 5 E CONSENT AGENDA

#### CITY OF INDIAN ROCKS BEACH CITY COMMISSION AGENDA MEMORANDUM

MEETING OF:	May 31, 2025	AGENDA ITEM: 5 E
ORIGINATED BY:	Lorin A. Kornijtschuk,	
AUTHORIZED BY:	Brently Gregg Mims, (	City Manager
SUBJECT:	Reappointment to the	Board of Adjustments and Appeals

#### ANALYSIS:

Reappointment to the Board of Adjustments and Appeals as a regular board member, David Watt, for a three-year term expiring on June 30, 2028.

#### MOTION:

**I move to APPROVE/DENY** David Watt's reappointment to the Board of Adjustments and Appeals as a regular board member for a three-year term expiring on June 30, 2028

# AGENDA ITEM NO. 5 F CONSENT AGENDA

## INDIAN ROCKS BEACH CITY COMMISSION AGENDA MEMORANDUM

<b>MEETING OF:</b>	May 13, 2025	AGENDA ITEM: F
ORIGINATED BY:	Dean A. Scharmen, Public Wor	ks Director
APPROVED BY:	Brently Gregg Mims, City Man	ager B'M
SUBJECT:	<b>RESOLUTION NO. 2025-04;</b> A County Local Mitigation Strate years by FEMA.	

#### BACKGROUND

The City of Indian Rocks Beach's participation in the Pinellas County Local Mitigation Strategy goes back to May 25, 1999 when the Indian Rocks Beach City Commission adopted Resolution No. 99-43, Pinellas County Local Mitigation Strategy.

The City's continuing support for this effort is evidenced by Resolutions 2004-13, 2006-85, 2010-38, 2015-25 and 2020-06.

The adoption of the Local Mitigation Strategy is a critical part of maintaining and decreasing IRB's ISO rating to reduce flood insurance premiums within the municipal limits.

### ANALYSIS

The original requirement to develop a unified, community-wide Local Mitigation Strategy (LMS) came in early 1998 from the State of Florida Department of Community Affairs. The intent of the LMS was to control the skyrocketing costs of disasters. Most of the burdens of recovering from a disaster fall squarely on the shoulders of local government.

- > The original LMS was adopted by the Pinellas County Board of County Commissioners in July 1999.
- Adoption of this strategy is necessary for Pinellas County to be eligible for future federal funding under the:

- Pre-Disaster Mitigation Assistance Program
- Hazard Mitigation Grant Program (post disaster)
- Flood Mitigation Assistance Program
- Repetitive Flood Claims Program
- Severe Repetitive Loss Program
- The purpose of an LMS is to provide a "blueprint" or guide, establishing a unified and consistent course of action needed to eliminate, or reduce, the impact of disasters that threaten Pinellas County and its municipalities.

#### FISCAL IMPACT

Adoption of the Local Mitigation Strategy is critical in maintaining and decreasing the City's ISO rating, thereby assisting in reducing flood insurance premiums within the City limits, as well as assisting in providing funding in the event of a disaster.

#### **MOTION:**

Approval of **RESOLUTION NO. 2025-04**, Adopting the Pinellas County Local Mitigation Strategy as required every Five years by FEMA.



# DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis Governor Kevin Guthrie Executive Director

February 7, 2025

Cathie Perkins, Director Pinellas County Emergency Management 10750 Ulmerton Rd, Bldg. 1, Ste 267 Largo, FL 33778

Re: Pinellas County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Director Perkins,

This is to confirm that we have completed a State review of the Pinellas County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Pinellas County developed and submitted all the necessary plan revisions, and our staff has reviewed and approved these revisions. We have determined that the Pinellas County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Town of Belleair City of Belleair Beach City of Belleair Bluffs Town of Belleair Shore City of Clearwater City of Dunedin City of Dunedin City of Gulfport City of Indian Rocks Beach Town of Indian Shores Town of Kenneth City City of Largo City of Madeira Beach Town of North Redington Beach City of Oldsmar City of Pinellas Park Town of Redington Beach Town of Redington Shores City of Safety Harbor City of St. Petersburg City of St. Pete Beach City of Seminole City of South Pasadena City of Tarpon Springs City of Treasure Island Pinellas County, Unincorporated

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Pinellas County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Mitchell Budihas at <u>Mitchell.Budihas@em.myflorida.com</u> or 850-524-4195.

Respectfully,

Kristin Lentz Date: 2025.02.18 13.22:52 -05'00'

Laura Dhuwe, Bureau Chief, Mitigation State Hazard Mitigation Officer

LD/mb

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch

# 2025 Pinellas County Countywide Local Mitigation Strategy Update

Key Changes since 2020 Plan

The Local Mitigation Strategy is an all-hazards planning document that identifies exposure to natural hazards, vulnerabilities due to those exposures, local capabilities and planning processes that address hazards, and potential funding and projects that can reduce the exposure or consequences from those hazards. The development and adoption of a Local Mitigation Strategy is a requirement of eligibility for certain Federal disaster funding programs and for compliance with requirements of the Florida Division of Emergency Management (FDEM). In Pinellas County, staff from Unincorporated County spearhead the annual and 5-year update processes, with participation from all local governments and some non-governmental organizations.

The 2025 update provided a reassessment of these exposures and vulnerabilities, governmental capability assessments, new disaster prevention funding programs, and new requirements from federal statutes that were addressed in alignment with additional guidance provided by FDEM. As noted in the document, the devastating hurricanes of 2024 occurred after data was compiled for the study and their impacts will be incorporated into future updates of the plan. The itemized changes between the 2020 and 2025 plan are listed below:

#### **Section 1: Introduction**

- Update of the County profile (socio-economic data, land use, social vulnerability, etc.).
- Update of risk assessment introduction to include reference to Pinellas County's Sea Level Rise & Storm Surge Vulnerability Assessment funded through the RESTORE Act.

#### Section 2: Planning Process and Plan Maintenance

- Updates to elements of the 10-Step Planning Process (compliant for communities using the LMS for credit under the Community Rating System [CRS]).
- Public Information Meeting 1 (Introduction to Planning Process): April 15, 2024; Lealman Exchange Community Center
- Public Information Meeting 2 (Input on Draft Plan): October 17, 2024; Virtual Meeting

#### Section 3: Mitigation Strategy

- Revisions to goals and objectives based on facilitated planning sessions. Most changes were minor language revisions to emphasize collaborative approaches where applicable, reduce impacts to disproportionately affected populations, and the addition of objectives focused on better flood protection methods and education.
- Capability assessments updated for every community, including additional floodplain management criteria as part of new federal planning requirements.
- Updated mitigation project lists (included as Appendix D).

#### Section 4: Risk Assessment

- Updated to maps, tables, and assessments for all natural hazards:
  - Flood
  - Tropical Cyclones
  - Severe Storms
  - Wildfire

- ErosionDrought
- Extreme Heat
- Geological

- Winter Storm
- Seismic
- Tsunami
- Red Tide

- Updates to narratives and qualitative data associated with technological and human-caused hazards:
  - Transportation Incident
  - Cyber Incident
  - Hazardous Materials Incident
  - Space Weather Incident
  - Radiological Incident

- Terrorism
- Agricultural Disruption
- Biological Incident
- Mass Migration Incident
- Civil Disturbance Incident

#### **Section 5: Potential Funding Sources**

- Update of federal, state, and local funding sources that could be utilized in support of hazard mitigation projects.

#### **Appendices:**

- **Appendix A Planning Process Documentation**: New documentation for activities associated with the planning process to include meeting agendas, minutes, and outreach.
- Appendix B Floodplain Management: New appendix that summarizes floodplain management activities for each jurisdiction. The appendix was added to meet new plan requirements and serves as a compliment to Section 3 – Mitigation Strategy.
- Appendix C CRS 610 Flood Warning: Update to include the most recent procedures that are also within the County's Comprehensive Emergency Management Plan (CEMP).
- **Appendix D Mitigation Initiatives**: Updated list of potential projects (and completed projects list) for hazard mitigation activities (approximately \$2B in potential projects).
- **Appendix E FL Review Tool**: Crosswalk of required plan elements to their location in the plan for use by FDEM and FEMA staff reviewing the plan.
- **Appendix F Plan Adoption**: Inclusion of FDEM's Approval Pending Adoption (APA) letter. This section will be further updated as communities locally adopt the plan update.
- Appendix G Plan Maintenance: Inclusion of the most recent annual update provided to FDEM.
- Appendix H Program for Public Information (PPI): Inclusion of the latest PPI for credit under the CRS program.
- Appendix I Repetitive Loss Area Analysis (RLAA): Inclusion of the County's most recent RLAA for credit under the CRS program.
- Appendix J LMS Procedures: This is a new appendix to help with orientation for new members and to guide participation in the LMS Working Group (LMWWG). This item will be updated as needed by the LMSWG.
- Appendix K Vulnerability Assessment: This is a new appendix to identify the many vulnerability assessment grants that local governments are going through via the Florida Department of Environmental Protection's (FDEP's) Resilient Florida program. Pinellas County and its municipalities have been awarded \$118M to date across 34 projects, with 16 of those being planning grants and 18 being implementation grants. Those grants focus on planning and implementation activities for future flooding as opposed to the LMS which has an all-hazards planning focus.



# **Pinellas County 2025 Local Mitigation Strategy**

# **Executive Summary**

### Introduction

Under Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) enacted under the Disaster Mitigation Act of 2000 (DMA2K), Pinellas County is required to have a Federal Emergency Management Agency (FEMA)-approved hazard mitigation plan in order to be eligible for federal hazard mitigation funding. The purpose of the Hazard Mitigation Plan, more commonly called the Local Mitigation Strategy (LMS) in Florida communities, is to reduce death, injuries, and property losses caused by natural hazards in Pinellas County. The 2025 Plan identifies hazards based on the history of disasters within the county and lists goals, objectives, strategies, and actions for reducing future losses. Implementation of planned, pre-identified, and cost-effective mitigation measures not only helps to reduce losses to lives, property, and the environment but it also streamlines the disaster recovery process. This is a 5-year update of the countywide LMS that was last approved in May of 2020. While the document may refer to specific historical events for context, the plan update focuses on changes to the communities and their vulnerabilities over the last 5 years and provides an update to capabilities, programs, and actions that the participants intend to utilize to reduce exposure or consequences from the identified hazards. Hazard mitigation is most effective when based on an inclusive, comprehensive, long-term plan that is developed before a disaster occurs.

The LMS serves several purposes; including providing an explanation of how Pinellas County and its 24 municipalities identify strategies to implement an effective, comprehensive countywide Local Mitigation Strategy. The local jurisdictions participating in this plan include the Unincorporated County and all its municipalities:

- Pinellas County (Unincorporated)
- Town of Belleair
- City of Belleair Beach
- City of Belleair Bluffs
- Town of Belleair Shore
- City of Clearwater
- City of Dunedin
- City of Gulfport
- City of Indian Rocks Beach
- Town of Indian Shores
- City of Kenneth City

- City of Largo
- City of Madeira Beach
- Town of North Redington Beach
- City of Oldsmar
- City of Pinellas Park
- Town of Redington Beach
- Town of Redington Shores
- City of Safety Harbor
- City of St. Pete Beach
- City of St. Petersburg
- City of Seminole
- City of South Pasadena
- City of Tarpon Springs
- City of Treasure Island

Additionally, special districts that participate in the plan are eligible for funding provided that they comply with procedures of the working group and supply a letter from their organization in lieu of the formal adoption process used by local government participants. The full list of participating entities is documented within Table 2.2 of the plan.

The 2025 Plan is coordinated through appropriate state, local, and regional agencies, as well as non-governmental interest groups. This plan, and its future revisions, will provide guidance in merging the planning efforts of all local governments, the private sector, and non-profit organizations within Pinellas County into one viable, comprehensive, mitigation program.

The scope of the LMS is broad. The plan explains the way in which the communities implement mitigation activities within the county in coordination with local agencies. Additionally, as required by statute, the Risk Assessment portion of the LMS identifies natural hazards, as well as technological and human-caused hazards. The Risk Assessment portion analyzes vulnerability of the County in countywide terms as well as results and capabilities at the municipal level.

The purpose of the 2025 LMS is to:

- Reduce risk to people, property, and the critical infrastructure.
- Increase public awareness and education about the plan and the planning process.
- Maintain grant eligibility for participating jurisdictions.
- Update the plan in accordance with Community Rating System (CRS) requirements.
- Maintain compliance with state and federal legislative requirements for local hazard mitigation plans.
- Complete an update of information in the plan to demonstrate progress and reflect current conditions.

Pinellas County is vulnerable to both natural hazards and technological and human-caused hazards, with hurricanes historically inflicting the most catastrophic destruction.

# Planning Process and Maintenance Section

There are 10 primary steps that comprise the LMS planning process. The process defines not only who should be involved, but how the process is going to work, and an understanding of how the process facilitates the production of the final product.

- Step 1: The Planning Organization The development of a mitigation strategy requires the involvement of representatives from the public, private, and governmental sectors.
- Step 2: Involving the Public An important component of the mitigation planning process involves public participation.
- Step 3: Coordination Coordinate activities within the County and to bring back perspectives of their constituency.
- Step 4: Assessing the Hazard Conduct and maintain a hazard identification and vulnerability assessment.
- Step 5: Assessing the Problem Quantify the impact of the hazards identified in the previous step on the community.
- Step 6: Goals and Objectives Revisit goals and objectives and make adjustments as appropriate.
- Step 7: Possible Activities: Mitigation opportunities and Initiatives Identification of potential mitigation opportunities and initiatives.
- Step 8: An Action Plan Objectives were identified for each goal to specifically identify action items and are reflected in six categories of mitigation activities.
- Step 9: Adoption of the Strategy officially adopt the LMS.
- Step 10: Implementation, Evaluation, and Revision The LMS is intended to be a dynamic document that will be updated regularly.

There are two main working groups responsible for the LMS planning process. The LMS Working Group (WG) consists of representatives of the jurisdictions, private sector, and non-profits as well as any members of the public as all meetings are advertised on the County's website. The Flood Risk and Mitigation Public Information Working Group (FRMPIWG) is a group of public and private stakeholders formed to supplement input into the planning process.

The County's first LMS began its planning process in March of 1998 and took approximately 15 months to complete. The plan was then updated again in 2004, 2009, 2015, and 2020. This is the fifth update of the plan, and the focus of the update was on adding new risk assessments, refining objectives, and refreshing the project list.

The 2025 LMS update began in the spring of 2024 when the County assessed its current plan and assessed it for improvement opportunities. When the plan update began, the LMS WG was presented with results of the assessment for concurrence on a path forward.

During the timeline of the plan update, the County and its jurisdictions included several other groups to supplement input into the planning process. Pinellas is a strong advocate of the National Flood Insurance Program's Community Rating System (CRS) and had a few outreach groups in place to support those activities. A countywide Program for Public Information (PPI) is maintained and updated annually to facilitate consistent messaging across communities and provide tools for jurisdictions with limited resources. This is maintained by a group of public and private

stakeholders that is collectively known as the Flood Risk and Mitigation Public Information Working Group (FRMPIWG). The FRMPIWG uses the following mission statement:

- Increase disaster resiliency across the county through the development and dissemination of public information and educational outreach about identified flood risks, minimization of those risks through mitigation and efficacy of obtaining appropriate flood insurance coverage.
- Ensure attainment of flood insurance savings for residents and businesses within the incorporated and unincorporated areas of the county through effective participation in the Community Rating System.
- Engage and educate community stakeholders to enhance planning efforts by ensuring diverse representation and to provide stakeholders the opportunity to become more knowledgeable in the subject of mitigation and to expand reach while improving their ability to provide improved customer service.
- Develop strategies, concepts and projects for reducing flooding impacts that can become part of the county's Local Mitigation Strategy plan

The FRMPIWG group (typically over 70 participants with representatives from all municipalities) aims to meet at least three times a year (in person or virtually per availability of participants) and communicates via email messaging between meetings. During the 5-year LMS Update process, the progress of the plan update is communicated to FRMPIWG members for comment. Feedback from the FRMPIWG was provided to the LMS WG to be evaluated and included in the LMS update process and the most current PPI is included as an appendix to this plan update.

After the 2025 LMS Plan Update underwent final revisions, and the plan was completed to the satisfaction of the State Hazard Mitigation Office (SHMO), which reviews the Plan for compliance on behalf of the Federal Emergency Management Agency, the plan was officially adopted by Pinellas County Board of County Commissioners by adoption of a resolution. The 2025 LMS update was approved by the Board of County Commissioners on Month ##, 2025. The plan will be in effect from May 6, 2025, until May 5, 2030. Each jurisdiction within Pinellas County, has also approved and adopted the Plan within their community as identified in Appendix F. (**Will be updated at adoption in May 2025**)

## **Risk Assessment Section**

It should be noted that the 2025 LMS Update was drafted prior to the devastating and historic flooding and wind damages associated with Hurricanes Helene and Milton that occurred September 26, 2024, and October 9, 2024, respectively. Their impacts to the communities of Pinellas County will be part of future updates to the Plan.

The risk assessment for Pinellas County was intentionally structured to align with the State of Florida Enhanced State Hazard Mitigation Plan (SHMP) and provides the factual basis for developing a mitigation strategy for the county. This section profiles the natural, human-caused, and technological hazards that could possibly affect Pinellas communities. This risk assessment is used not only for the LMS, but also supports the County's Comprehensive Emergency Management Plan (CEMP). Each natural hazard profile includes a discussion of the geographic areas affected, the historical occurrences in the county, an impact analysis, the probability, and

the vulnerability and loss estimation by county critical facilities, and a discussion of overall vulnerability. Alternatively, the human-caused and technological hazards include similar topics of discussion, but not all aspects are able to be quantified. This is because of the limited data available and the imprecise nature of the human-caused and technological hazards.

The risk assessment identifies 22 hazards based on an examination of past disasters, probability of occurrence, possible impacts, and vulnerability. The hazards include:

#### **Natural Hazards**

- Flood
- Tropical cyclones
- Severe Storms
- Wildfire
- Erosion
- Drought
- Extreme Heat
- Geological
- Winter Storm
- Seismic
- Tsunami
- Red Tide

#### **Technological Hazards**

- Transportation Incident
- Cyber Incident
- Hazardous Materials Incident
- Radiological Incident
- Terrorism
- Agricultural Disruption
- Biological Incident
- Mass Migration Incident
- Civil Disturbance Incident

## **Mitigation Strategy Section**

The LMS details goals and objectives for achieving loss reduction in Pinellas County. The six goals are listed below.

- 1. Become a More Disaster Resilient Community.
- 2. Minimize Coastal Flooding losses in the CHHA, Coastal Storm Area and Hurricane Vulnerability Zone.
- 3. Minimize Riverine or Inland Flooding Losses in the 25, 50, and 100-year Flood Zone.
- 4. Minimize Storm Wind Losses in the County.
- 5. Minimize Losses from Hazardous Materials Incidents.
- 6. Minimize Vulnerability to Technological Hazards.

Additional information on the LMS goals and objectives can be found in the mitigation strategy section of the document.

Pinellas County has policies, programs, and capabilities designed to help mitigate the impacts of hazard events. Each community has its own policies, programs, and capabilities that are catalogued within this section of the plan to identify current capacity to implement mitigation functions. These depend on factors such as the size of the geographic area, its population, or the amount of funding available through local resources. Regardless of size or wealth, each community has a unique core set of policies, programs, and capabilities at its disposal related to hazard reduction and mitigation including building codes, land use plans, and regulations, which are discussed in this section. This section also covers items related to participation in the NFIP and the CRS program which incentivizes communities that go beyond minimum floodplain management standards to better protect life and property.

During the 5-year period since the last plan, five of the Pinellas jurisdictions have improved their score such that additional flood insurance premium discounts are available to policyholders. Unincorporated County became a Class 2 community resulting in 40% flood insurance premium reductions for its policyholders. This is the only Class 2 (and highest scoring) community within Florida and one of only eleven communities nationwide to reach this achievement.

# **Potential Funding Sources Section**

The county uses a variety of programs and funds to achieve its mitigation goals, including federal grant programs such as the Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC) grant program, Flood Mitigation Assistance (FMA), and the state grant Hurricane Loss Mitigation Program (HLMP). Various grants and funding programs are discussed throughout this section.

# **Appendices**

Many documents are included with the LMS as appendices. These appendices are referenced throughout the plan and support the plan.

- Appendix A: Planning Process Documentation
- Appendix B: Floodplain Management
- Appendix C: CRS 610
- Appendix D: Mitigation Initiatives
- Appendix E: FL Review Tool
- Appendix F: Plan Adoption
- Appendix G: Plan Maintenance
- Appendix H: Program for Public Information
- Appendix I: Repetitive Loss Area Analysis
- Appendix J: LMS Procedures
- Appendix K: Vulnerability Assessment

## **Please Note:**

If you would like a copy of the full Local Mitigation Strategy Plan draft document, please call Planning at (727) 464-8200 or you can contact them via the County Website using <u>https://pinellas.gov/public-records/</u>

Please note, the draft document has been reviewed by the Florida Department of Emergency Management (FDEM). The Plan has been revised based on all comments from the State. FDEM has provided a final "Approved Pending Adoption" letter for Pinellas County's 2025 LMS Plan, stating that LMS Plan is in compliance with Federal Hazard Mitigation Planning standards contained in 44 CFR 201.6(b)-(d).

#### RESOLUTION NO. 25-<u>33</u>

#### A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, ADOPTING THE PINELLAS COUNTY LOCAL MITIGATION STRATEGY.

WHEREAS, Pinellas County is located in an area that is vulnerable to natural and manmade disasters; and

WHEREAS, Pinellas County supports efforts to make our community more disasterresistant, thereby reducing the costs of disasters, preventing or mitigating their impact to our residents, and reducing time needed for recovery; and

WHEREAS, the Local Mitigation Strategy represents a unified county-wide strategy toward a more disaster resistant community; and

WHEREAS, the Local Mitigation Strategy provides the consistent framework for future pre-disaster mitigation efforts and post-disaster redevelopment, regardless of the type of future threat faced by our community; and

WHEREAS, the Local Mitigation Strategy includes a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle; and

WHEREAS, the first unified county-wide Local Mitigation Strategy was adopted by the Board of County Commissioners in 1999, and

WHEREAS, Pinellas County established a website (<u>www.pinellaslms.org</u>) and copies of the plan were made available through all participating local governments; and

WHEREAS, the Board of County Commissioners has previously approved four fiveyear updates to the Local Mitigation Strategy (Resolution 04-165, Resolution 10-60, Resolution 15-30 and Resolution 20-32), and

WHEREAS, after a review and update period, the Executive Summary of the 2025 draft Local Mitigation Strategy has been placed on the LMS public website and copies of the Plan are available upon request to the Housing and Community Development Department in order to obtain public comment regarding the plan pursuant to Federal Regulations; and

WHEREAS, the 2025 update of the Local Mitigation Strategy included the 10-step planning process which is consistent with FEMA's multi-hazard mitigation planning regulations pursuant to the Disaster Mitigation Act of 2000 and serves as the County's Floodplain Management Plan; and

WHEREAS, a Multijurisdictional Program for Public Information (Attachment A) has been included in Appendix H of the Local Mitigation Strategy to satisfy the floodplain management requirements of the County's Community Rating System (CRS Activity 330); and WHEREAS, a Repetitive Loss Area Analysis for unincorporated areas of the County (Attachment B) has been included in Appendix I of the Local Mitigation Strategy to satisfy the floodplain management requirements of the County's Community Rating System (CRS Activity 510); and

WHEREAS, two publicly noticed workshops were held at a central location in Pinellas County at the Lealman Exchange (5175 45th Street N. St Petersburg) on April 15th, and virtually on October 17th, 2024 to inform the public and obtain public comments; and

WHEREAS, an online and paper surveys were released to gain public input on the LMS plan's hazard identification and risk assessment both in English and Spanish; and

WHEREAS, a LMS SharePoint site was established to coordinate the LMS Plan's planning process with all participating jurisdictions and to gain their input in updating the plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pinellas County, Florida, at a duly assembled meeting held on the <u>22nd</u> day of <u>April</u>, 2025, that the Board hereby adopts the Pinellas County Local Mitigation Strategy developed by the Local Mitigation Strategy Workgroup. The LMS Plan will be in effect from May 6, 2025 through May 5, 2030. This Resolution supersedes Resolution 20-32. This resolution shall become effective immediately upon its adoption.

Commissioner <u>Peters</u> offered the foregoing resolution and moved its adoption, which was seconded by Commissioner <u>Latvala</u> and upon roll call, the vote was:

Ayes: Scott, Eggers, Flowers, Latvala, Nowicki, Peters, and Scherer.

Nays: None.

Absent and not voting: None.

APPROVED AS TO FORM By: <u>Derrill McAteer</u> Office of the County Attorney

#### CITY OF INDIAN ROCKS BEACH RESOLUTION NO. 2025-04

A RESOLUTION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, ADOPTING THE COUNTYWIDE LOCAL MITIGATION STRATEGY (LMS); ACKNOWLEDGING THE CITY'S PARTICIPATION IN THE PROGRAM FOR PUBLIC INFORMATION (PPI) AS INCORPORATED IN THE LMS; PROVIDING FOR THE REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS CONFLICTING HEREWITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Indian Rocks Beach is located in an area that is vulnerable to natural disasters; and

WHEREAS, the City of Indian Rocks Beach supports the adoption of strategies that make its community more disaster-resistant, thereby reducing the costs associated with disasters, to prevent or mitigate their impact on the City's residents, and to reduce post-disaster recovery time; and

WHEREAS, the 2025 Pinellas County Local Mitigation Strategy (LMS) represents a unified county-wide effort to be more disaster-resistant; and

WHEREAS, the LMS provides a consistent framework for countywide pre-disaster mitigation and post-disaster redevelopment efforts, regardless of the type of hazard faced by local communities; and

**WHEREAS**, the LMS includes provision for monitoring, evaluating, and updated the mitigation plan over a five-year cycle; and

WHEREAS, the 2025 update of the Local Mitigation Strategy includes the ten-step planning process identified in the FEMA Floodplain Management Planning section of the 2017 CRS Coordinator's Manual, thereby strengthening the link between the Local Mitigation Strategy and the City's Community Rating System (CRS) activities; and

**WHEREAS**, the 2025 Local Mitigation Strategy includes, as Appendix H, the Program for Public Information (PPI), developed and maintained through the Flood Risk and Mitigation Public Information Working Group (FRMPIWG), which facilitates countywide coordination of flood risk education and outreach activities and includes the City of Pinellas Park as a participating jurisdiction; and

**WHEREAS**, the Pinellas County Board of County Commissioners has unanimously adopted the Pinellas County LOCAL Mitigation Strategy; and

**WHEREAS**, after a review and update period, the 2025 Local Mitigation Strategy is on file in the City Clerk's Office and has been placed on the LMS public website (www.pinellaslms.org) in order to obtain public comment regarding the plan pursuant to Federal Regulations.

**WHEREAS**, the City Commission of the City of Indian Rocks Beach finds that the adoption of the Pinellas County Local Mitigation Strategy is in the interest of the public's health, safety, and welfare.

## NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, THAT:

**Section 1.** The City Commission hereby adopts the 2025 Pinellas County Local Mitigation Strategy as developed by the Local Mitigation Strategy Workshop and by the Pinellas County Board of County Commissioners. A copy of the 2025 Pinellas County Local Mitigation shall remain on file with the City Clerk of the City of Indian Rocks Beach.

Section 2. This Resolution shall supersede, replace, and repeal any portions of any prior resolutions in conflict herewith, to the extent of such conflict.

**Section 3.** This Resolution shall become effective immediately upon its adoption by the City Commission of the City of Indian Rocks Beach.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of May, 2025, by the City Commission of the City of Indian Rocks Beach, Florida.

Denise Houseberg, Mayor-Commissioner

ATTEST:

Lorin Kornijtschuk, City Clerk

# AGENDA ITEM NO. 5 G CONSENT AGENDA

### **MINUTES**

# CITY OF INDIAN ROCKS BEACH- SPECIAL CITY COMMISSION MEETING FRIDAY, MAY 9, 2025 AT 10:30 A.M. HOLIDAY INN HARBORSIDE- 401 2<sup>nd</sup> STREET – PELICAN-SANDPIPER ROOM INDIAN ROCKS BEACH, FL. 33785

Mayor-Commissioner Houseberg called the meeting to order at 10:30 a.m., followed by the Pledge of Allegiance and a moment of silence.

**MEMBERS PRESENT**: Mayor-Commissioner Denise Houseberg, Vice-Mayor Commissioner Janet Wilson, Commissioner John Bigelow, Commissioner Jude Bond, and Commissioner Hilary King. **OTHERS PRESENT:** City Attorney Randy D. Mora, City Manager Gregg Mims, and City Clerk Lorin Kornijtschuk.

1. **DISCUSSION OF:** Request for Proposal for Municipal Legal Services.

**Mayor Commissioner Houseberg** opened the discussion on releasing a Request for Proposal (RFP) for municipal legal services and turned it over to City Manager Mims for further explanation.

**City Manager Gregg Mims** explained that the agenda packet included several sample RFPs from other municipalities, including the one previously used by the City of Indian Rocks Beach on May 18, 2014, to hire the current City Attorney. He recommended using the 2014 RFP format, with appropriate updates.

The process would include a three-week open period, consistent with standard government procurement timelines. City Clerk Kornijtschuk, with Public Works Director Dean Scharmen, would update the RFP accordingly. A key provision from the 2014 document would remain: no contact between potential bidders and City officials during the RFP period, with all questions directed to the City Clerk. Responses will be provided by the City Manager and the City Clerk. These questions and responses would be made public to ensure transparency and equal access to information for all interested parties.

 City Manager Gregg Mims clarified that the current agreement with Attorney Randy Mora includes a provision for extending services beyond the existing contract. He emphasized that using an interim legal firm would require going through the same RFP process. **Commissioner King** asked for clarification about the updates to the RFP and whether the commission would be able to review the final document before it is released. She also inquired further about the no-contact provision.

**City Attorney Randy Mora** confirmed that the described procedures align with standard government practices, including the public release of all clarification responses for transparency.

**Mayor- Commissioner Houseberg** expressed support for using the 2014 RFP as a base, noting that reusing a proven framework would allow the city to move forward efficiently. She emphasized the importance of timeliness and expressed confidence in the 2014 document's structure, provided necessary updates are made.

## Mayor-Commissioner Houseberg opened public comment.

**Kelly Cisarik, 448 Harbor Drive South**, expressed concern about the tight timeline for selecting a new legal firm and asked whether the May 31 deadline could be extended to the end of June.

## Mayor Commissioner Houseberg Closed the Public Comment.

**City Attorney Randy Mora** clarified he chose not to renew his contract but offered to continue services through June 2025 at a new rate of \$225/hour to support the transition. He emphasized this would not include new projects, but rather a wrap-up of existing work.

**Commissioner King** raised a question about upcoming magistrate hearings in June.

**City Attorney Mora** stated that those would need to be addressed as part of the transition plan, but that there are unlikely to be June cod enforcement hearings and there may be a short gap until the new attorney is in place. He noted the City may need to adjust or postpone any noticed June hearings accordingly.

## Unanimous Approval to proceed with an updated version of the 2014 RFP for legal services.

## 2. DISCUSSION OF: Recruitment of a New City Manager.

**Mayor Commissioner Houseberg** introduced the topic of recruiting a new city manager, acknowledging the scope of the task ahead, and turned it over to City Attorney Mora for further explanation.

**City Attorney Mora** offered insight into the recruitment process, starting with a key clarification: per best practices and ICMA guidelines, the City Manager should not be involved in the recruitment process to preserve impartiality. Outgoing City Manager Mims has confirmed he will facilitate the administrative aspects of the transition but will not participate in recruitment efforts, having formally announced his departure.

**City Attorney Mora** detailed the city's purchasing policies, highlighting that any engagement exceeding \$10,000 would require a competitive bid unless piggybacking off an existing competitively secured contract from another municipality. He strongly advised the Commission to use an outside recruitment firm, noting that none of the current commissioners had prior experience hiring a city manager and that the city had not undergone this type of search in over a decade.

- Piggybacking off another city's active recruitment contract.
- Using the FCCMA's Senior Advisors Program, a volunteer-based resource that may assist if conditions align.
- Issuing a formal RFP (Request for Proposals), which would take several weeks but allow the Commission to define its own criteria.

**Commissioner Bigelow** asked Vice-Mayor Commissioner Wilson about the Florida League of Cities as a possible contact point for piggybacking opportunities. **Vice Mayor Commissioner Wilson** deferred to City Attorney Mora for better insight. **City Attorney Mora** affirmed the firm had contacts at both FLC and FCCMA and could reach out for information.

**City Attorney Mora** clarified that, if a qualifying contract is available, piggybacking could be done relatively quickly—within a week or two—while issuing a new RFP would likely take about a month, including development, approval, publishing, and candidate selection.

**Commissioners Bigelow, King, Wilson, and Bond** discussed the importance of both fiscal responsibility and acting quickly to secure a high-quality candidate.

Vice Mayor Commissioner Wilson expressed concern about piggybacking on contracts from cities of dissimilar size or needs.

**Commissioner King** raised concerns about needing an interim manager, given the complexities facing the city.

Mayor Commissioner Houseberg confirmed no current city employees had expressed interest in the interim

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role and voiced her support for engaging a recruitment firm. She stressed the importance of finding a strong leader who could earn the trust of both staff and residents and emphasized the need for respect and professionalism throughout the process.

**Commissioner Bigelow** agreed that hiring a recruiter was likely the best route, despite his fiscal concerns.

**Commissioner Bigelow** inquired whether a recruiting firm could also be used to assist in hiring a new city attorney if using one firm for both positions might result in cost savings.

**City Attorney Mora** confirmed that it was legally permissible, though doing so would involve similar procedural challenges and likely rule out the piggybacking option for a joint contract; unlike in the private sector, such efficiencies are not guaranteed.

**Vice Mayor Commissioner Wilson** opposed the idea, pointing out that the pool for city attorney candidates is already small and largely Florida-based, making a recruiter unnecessary for Municipal Legal Services.

**City Attorney Mora** explained that while preparing for the RFP, the city can choose to hire a full-service legal firm or split services among different firms, provided that those firms are not somehow jointly serving as the City Attorney. He noted that as city attorney, there are limits. Additionally, there are financial limits to the City's insurance, covering only some litigation costs. Once those funds run out, the city must decide who will continue legal representation and how to manage legal and administrative services going forward.

**Commissioners King and Mayor Commissioner Houseberg** agreed, citing the need for a more timesensitive, streamlined process in filling the city attorney role.

#### Mayor-Commissioner Houseberg opened public comment.

**Kelly Cisarik, 448 Harbor Drive South,** suggested that certain qualifications for an interim city manager, such as a full-time commitment or an undergraduate degree, might be waived to expand the candidate pool. She emphasized the importance of knowing the status of the city budget before the current city manager's departure on July 25th. She proposed considering local talent for an interim role, including two former mayors residing in the city, and a retired former city manager from Belleair Beach.

#### Mayor-Commissioner Houseberg closed public comment.

#### Unanimous Approval was given to engage with a recruitment firm for the City Manager position.

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**City Attorney Mora** stated he will coordinate with staff and report back on progress, including findings on piggybacking opportunities and RFP drafts.

### 3. ADJOURNMENT.

Vice Mayor Commissioner Wilson made a motion to adjourn the meeting.

Commissioner Bond seconded the motion.

The motion passed unanimously, and the meeting adjourned at 11:15 a.m.

Date Approved

Denise Houseberg, Mayor-Commissioner

Attest:

Lorin A. Kornijtschuk, City Clerk

# AGENDA ITEM NO. 6 PUBLIC HEARINGS

# AGENDA ITEM NO. 7 OTHER LEGISLATIVE MATTERS

# AGENDA ITEM NO. 8 A

# **WORK SESSION**

### CITY OF INDIAN ROCKS BEACH CITY COMMISSION AGENDA MEMORANDUM

FOR MEETING OF: I	May 13, 2025	AGENDA ITEM: 8 A
	Lorin A. Kornijtschuk,	
AUTHORIZED BY:	Brently Gregg Mims,	City Manager
SUBJECT:		a Request for Proposals (RFP) for Municipal Legal

#### SUMMARY

This memorandum requests City Council authorization to issue a Request for Proposals (RFP) for municipal legal services. The City's current legal services agreement with Attorney Randy Mora and his firm Trask Daigneault LLP, which began in 2014, was extended by the City Commission and is set to expire on May 31, 2025. Notice was received on May 1, 2025, from Attorney Mora, advising of his planned departure and that of his firm and recommending that the City promptly seek proposals to ensure a smooth transition and continuity of legal representation.

#### BACKGROUND

Attorney Randy Mora has served as the City Attorney since September 2015, and his firm, Trask Daigneault LLP, has represented the City since at least 2014. The current contract for legal services (attached) expires on May 31, 2025. On May 1, 2025, Mr. Mora notified the City of his upcoming departure and strongly recommended that the City issue an RFP to competitively solicit proposals for legal services.

Mr. Mora emphasized that initiating the RFP process now will allow the City to consider proposals from the broader legal marketplace and align the selection process with the City's current budget planning cycle.

#### RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to prepare and issue a Request for Proposals (RFP) for Municipal Legal Services. Doing so will promote transparency, competition, and ensure the continuity of legal counsel to the City.

#### FINANCIAL IMPACT

The cost of legal services will be determined through the competitive proposal process and incorporated into the FY 2025-26 budget.

IRB Charter Section 6.4 City Attorney Section 6.4. - City attorney.

The city commission shall appoint a city attorney, upon such terms and for such compensation as the city commission shall fix. The city attorney shall act as legal advisor to and attorney for the city and all of its officers or employees in matters arising out of the performance of their official duties for the city. He shall prepare all instruments in writing in which the city is concerned and shall endorse on each his approval of the form and correctness thereof.

The city attorney shall prosecute and defend or assist in the prosecution and defense, for and in behalf of the city, all complaints, suits and controversies in which the city is a party, unless said function is designated by statute or otherwise to another agency, and shall perform such other professional duties as may be required of him by official action of the city commission. He shall furnish the city commission, the city manager, the head of any department or any officer or board, his opinion on any question of law relating to their respective duties and powers.

The city attorney shall be an attorney-at-law duly licensed to practice law in the State of Florida with at least three years of legal experience and at least two years experience in municipal governmental law.

The city commission may appoint an assistant city attorney if necessary. The commission may contract with such other attorneys or firm of attorneys to perform such services on behalf of the city on specialized projects as may be deemed necessary or expedient in the discretion of the city commission.

(Ord. No. 2004-03, § 2, 11-2-2004)

# **Example RFP**

# **Indian Rocks Beach**

#### NOTICE OF REQUEST FOR PROPOSAL TO PROVIDE LEGAL SERVICES FOR THE CITY OF INDIAN ROCKS BEACH FLORIDA

# PROVIDING SERVICES AS THE CONTRACTED "CITY ATTORNEY"

The City of Indian Rocks Beach, Florida, (hereinafter referred to as the "City"), invites you to submit a written proposal to provide the City with legal services in connection with its regular governing and operating activities. Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Proposals ("RFP").

Proposals will be received by the City of Indian Rocks Beach, Florida, by U.S. Postal Mail or hand delivery to the City Clerk's Office, City Hall, City of Indian Rocks Beach, 1507 Bay Palm Boulevard, Florida 33785 until **June 6, 2014 at 3:30 p.m**. Sealed proposals must be submitted marked: ATTENTION: CITY CLERK — CITY OF INDIAN ROCKS BEACH — RFP: LEGAL SERVICES. No proposals will be accepted after the stated deadline.

The RFP document may be obtained from the City of Indian Rocks Beach City Hall, 1507 Bay Palm Boulevard, Indian Rocks Beach, FL 33785, phone (727) 595-2517 or from the Internet via the City's Web Site <u>www.indian-rocks-beach.com</u>. Questions concerning the RFP should be submitted in writing either by postal mail to Brently Gregg Mims, ICMA-CM, City Manager, City of Indian Rocks Beach, 1507 Bay Palm Boulevard, Florida 33785, or by email to <u>gmims@irbcity.com</u> no later than Thursday, May 29, 2014.

#### SECTION I OVERVIEW

The City of Indian Rocks Beach, Florida, is requesting proposals from independent legal service providers licensed to practice law in the State of Florida ("Firm") to perform the legal services described herein.

The "basic services" required in this Request for Proposals ("RFP") include:

- (1) represent the City in all litigation and controversies;
- (2) have authority to administer oaths and affidavits;
- approve as to form proposed ordinances and resolutions before they shall be adopted;

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- (4) draft proposed ordinances and resolutions as requested;
- (5) inspect and pass upon all papers, documents, contracts, and other instruments in which the City may be interested;
- (6) be the legal advisor to the City Manager, City Commission, all official Boards and Committees, and all City officers and employees with respect to any legal matter pertaining to the affairs of the City;
- (7) whenever it shall be brought to the City Attorney's knowledge that any person, firm, or corporation exercising and enjoying any franchise or privilege from the City of Indian Rocks Beach has been guilty of a breach of any condition of such grant, or has failed to comply in any material matter with the terms and stipulations thereof, make report of said matter to the City Commission, together with all facts bearing upon the same which may be brought to the City Attorney's attention. If the City Commission shall determine that said complaints are well founded, it shall be its duty to take such action as may be necessary; and in the event the offending party shall fail or refuse to conform to such order as it may make with respect thereto, it shall be the duty of the City Commission to direct the City Attorney to institute suit in the court having jurisdiction thereof against such party so offending to obtain a judgment of forfeiture of said franchise or privilege;
- (8) advise the City Commission, the City Manager, and all the departments of the City concerning new or proposed state or federal legislation and to represent the City with others, before all legislative bodies in matters affecting the City;
- (9) upon the City Attorney's own initiative or upon the direction of the City Commission, to appear in any and all litigation affecting the City and to represent the City in such manner as the City Attorney deems to be to the best interest of the City, and to institute, with City Commission approval, such legal proceedings as may be necessary or desirable on behalf of the City;
- (10) when deemed for the best interest of the City, to advise or represent officers and employees of the City in litigation in matters arising out of the official conduct of their office or duties or in the course of their employment;
- (11) perform such other duties as the City Commission or City Manager may direct or request;
- (12) offers legal advice on items requiring City Commission action with appropriate recommendations based on analysis and experience;

- (13) provides the City Commission and City Manager with timely information on litigation, proposed litigation, and legal issues;
- (14) effectively represents the City Commission on potential legal problems in negotiations and hearings as required;
- (15) practices preventative law, i.e., supplies advanced information of potential legal problems;
- (16) makes appropriate data available to the media on legal issues related to the City as directed by the City Commission;
- (17) maintains an effective relationship with the City Commission, City Manager, and staff;
- (18) has knowledge of, supports, and implements the policies and decisions of the City Commission;
- (19) provides effective legal counsel in the preparation and approval of contracts involving the City;
- (20) handles litigation effectively by preparing witnesses for trial, hearings, meetings, and depositions;
- (21) deals effectively with unexpected or disturbing issues in-group settings.

Price quotation for fees are requested for all services listed under "Scope of Work".

If you are interested in making a proposal to obtain this engagement, please comply with the enclosed detailed instructions for submitting proposals.

#### SECTION II GENERAL INSTRUCTIONS Proposal Format

All proposals must be typewritten.

Proposals should not be submitted in an elaborate format, and expensive binders are not desired.

Legibility, clarity, and completeness are essential. The proposal must be signed by individual(s) legally authorized to bind the Firm.

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#### Submission Procedures

Ten (10) copies of the proposal (one for each elected member of the City Commission plus the official file and staff) are to be submitted in a sealed envelope to:

#### Deanne B. O'Reilly, MMC, City Clerk City of Indian Rocks Beach 1507 Bay Palm Boulevard Indian Rocks Beach, FL 33785

To prevent opening by unauthorized individuals, your proposal should be identified on the envelope or wrapper as follows:

#### CITY OF INDIAN ROCKS BEACH — RFP: Legal Services JUNE 6, 2014 @ 3:30 P.M.

The deadline for submission of proposals is June 6, 2014 at 3:30 p.m.

No modification or addenda will be accepted after the closing dates stated above unless, in the opinion of the City Commission, it is in the best interest of the City of Indian Rocks Beach to do so.

#### Additional Information and Specification Changes

Request for additional information and questions should be addressed to Brently Gregg Mims, ICMA-CM, City Manager, City Hall, City of Indian Rocks Beach, 1507 Bay Palm Boulevard, Indian Rocks Beach, Florida 33785, or by email gmims@irbcity.com.

Questions and requests for additional information must be submitted in writing by Thursday, May 29, 2014.

The City reserves the right to change these specifications.

#### SECTION III SPECIAL INSTRUCTIONS

The City requires that proposals be submitted which not only set out a Firm's response to each of the City's concerns addressed in this RFP, but also specifically address each of the **ITEMS** set out below.

Innovation in approach and costs is desired. Each proposal must include:

**ITEM 1.** A Statement of Acknowledgment and Recognition that contact regarding this proposal with any individual, City Commission Member, or employee of the City with

RFP — LEGAL SERVICES Page 4 of 14 the sole exception being *Brently Gregg Mims, City Manager* will be grounds for disqualification of the Firm at the option of the City Commission. This limitation is in effect from the date of the publication of this RFP until a contract is recommended by the City Commission. The Firm may respond to questions initiated by a City Commission Member once the contract is placed on the City Commission agenda.

**ITEM 2.** A statement of the Firm's procedure and practice for handling billable out-of-pocket expense matters.

**ITEM 3**. A statement that the Firm will provide the City Commission and the City Manager with status reports on pending matters on a monthly basis.

**ITEM 4**. A statement that the Firm, if awarded a contract with the City, agrees not to undertake future representation nor to continue the present legal representation of any person or entity in a matter adverse to the City's legal interest relating to City matters during the term of the contract and for two (2) years after the expiration of any such contract. The City considers such representation to be a prima facie conflict of interest and will not agree to waive such conflict for any reason.

**ITEM 5.** A statement that the Firm, if awarded a contract with the City, agrees that the City Attorney will attend all meetings and work sessions of the City Commission and additional meetings as requested, but that, on occasion may be represented by a Firm Partner or associate in the absence of the City Attorney.

**ITEM 6.** A statement that the Firm will not offer any contribution (monetary or in-kind services) to a candidate for City elective office (including elected officers and officerselect) during an incumbent's term or to a new candidate prior to and following the award of a contract to that Firm by the City Commission. The term "Firm" includes proprietors of proprietorships, all partners of partnerships and all officers, directors, and holders of ten (10%) percent or more of the outstanding shares of corporations, and their immediate families.

#### SECTION IV EVALUATION AND SELECTION FACTORS

The successful Firm will be selected based upon the ability to meet the needs outlined in the section titled "Scope of Work;" and the competitive rates at which these services may be provided.

All proposals will be evaluated by the City of Indian Rocks Beach in accordance with the factors set forth below and narrowed to a field of two (2) to five (5) proposals. This finalist may be invited, at the sole discretion of the City Commission, to present their proposals in a personal interview at a time and place to be designated by the City Commission. Any Firm should be prepared to attend a personal interview upon one week's notice after submission of the proposal.

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#### SECTION V SCOPE OF WORK

The successful Firm will serve as City Attorney for the City of Indian Rocks Beach and represent the City in all matters requiring legal counsel. All duties must be performed in accordance with the City Charter, the Code of Ordinances, the Comprehensive Plan of the City, and all other pertinent statutes and regulations.

Required services include, but are not limited to:

- 1. Service at Commission Work Sessions;
- 2. Service at Commission Meetings;
- 3. Service at Board of Adjustments and Appeals Meetings;
- 4. Service at Planning and Zoning Board Meetings;
- 5. Service to the City Manager and staff;
- 6. Service other meetings as determined by the City Manager.

#### SECTION VI PROPOSAL OUTLINE AND CONTENT

In order to simplify the review process and to obtain the maximum degree of comparability, proposals must be organized in the manner stated below and at minimum shall contain the following information:

- A. *Letter of Transmittal*. The letter of transmittal should be limited to a maximum of two (2) pages and should include the following:
  - 1. A brief statement of the Firm's understanding of the work to be done and statements that the Firm will comply with the requirements set forth in this RFP and City administrative guidelines.
  - A "Certificate of Authority" signed by the managing partner of the law firm. The certificate should list the specific person(s) who are authorized to execute contracts on behalf of the law firm.
  - 3. The proposal shall be signed by a person(s) authorized to legally bind the Firm (including title of person, address, and telephone number) and shall contain a statement that the proposal contained therein shall remain firm for a period of one hundred eighty (180) days from and after the date of proposal submittal.

- 4. A brief statement that as a condition for submitting this proposal, the Firm agrees that any decision of the City regarding the award of this contract, if any, if final, and the Firm agrees not to litigate any issue concerning the selection process. Further, a brief statement that should the Firm institute or threaten litigation relating to this RFP and the selection process, they shall be deemed to have forfeited any right to any proposed contract and/or damages claimed with regard to the award thereof.
- B. *Title Page*. The title page should include the RFP subject, the name of the Firm, local address, telephone number, name of contact person(s), and the date.
- C. *Table of Contents*. The table of contents should include a clear identification of the material by section and page number.
- D. *Management and Technical Approach*. Proposals submitted in response to this RFP must address, but not necessarily be limited to, the following:
  - 1. The staffing level to perform the contract, including the functions proposed to be performed by each person, his or her educational and experience levels, and be supported by an organizational chart. The Firm must be willing to maintain the staffing level proposed during the term of any contract awarded.
  - 2. State the number of title and title related matters the supervising attorney has handled in the year preceding submission of this proposal.
  - 3. Summarize the Firm's ability to handle assignments in a timely manner.
  - 4. A Statement of Disclosure stating any fee sharing arrangement with other law firms in connection with this matter, management service, or fee referral arrangement with any other law firm or attorney, and a disclosure of the ownership and names of the principles of any such firm.
  - 5. Willingness to maintain high professional standards in all communications and other dealings with the City.
  - 6. Methods by which the Firm will track all open legal matters, and report the status of such activities to the City Commission and City Manager in a timely manner, at least monthly and as circumstances warrant.
  - 7. Willingness to work closely with the City Manager, official Boards, and Committees, and other departments/employees of the City, as necessary.
- E. *Resumes*. The proposal shall include resumes for all personnel who will be involved in providing legal services to the City of Indian Rocks Beach. Resumes

should include prior experience relevant to the engagement, information on licenses from the State and other jurisdictions, and information regarding continuing education and participation in professional organizations.

- F. Similar Projects and References. The proposal shall include a list and brief description of any similar engagements currently in progress or completed or other municipal law experience. A minimum of five (5) years' experience in the field of municipal law is required.
- G. *Fee Schedule*. The Firm shall list a fee to be charged for each of the services listed below.

Service	Description of Services	Fee
Monthly Retainer or Hourly Rate		Per Month Per Hour
Hourly Services outside of Retainer		Per Hour
Litigation Hourly Rate		Per hour
Travel		
Out-of-Pocket	Long Distance Phone Fax Copies Other	

- H. Equal Employment Opportunity. Prior to entering into a contract with the City of Indian Rocks Beach, the Firm ("contractor") shall agree to comply with the following equal employment opportunity clause, which shall be incorporated in the contract.
  - 1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion color sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for

employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

- 2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
- 3. The contractor or subcontractor will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the City Commission, if any for purposes of investigation to ascertain and effect compliance with this program.
- 4. In the event of the contractor's subcontractors, vendor's, supplier's, or lessee's noncompliance with the nondiscrimination clause of the contract or with any of such rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provide by law.
- I. Statement of Public Entity Crimes. Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- J. Insurance. The Firm shall maintain in effect during the term of any Contract in connection with this RFP, and all extensions and amendments thereof, certain insurance coverage as set forth below, and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Contract. All policies except Professional Liability and Worker's Compensation must name the City as an additional insured. All liability policies must be issued by a Company with a Certificate of Authority from the Florida Financial Services Commission,

Office of Insurance Regulation to conduct insurance business in Florida or a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States. The Firm shall maintain the following insurance coverage in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance \$500,000 per occurrence; \$1,000,000 aggregate.
- (2) Worker's Compensation including Broad Form All States endorsement Statutory amount.
- (3) Professional Liability: \$1,000,000 per occurrence; \$1,000,000 aggregate.
- (4) Automobile Liability insurance \$1,000,000 combined single limit per occurrence. Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subornation against the City, and that it shall give 30-days written notice to the City before they may be canceled, materially changed, or non-renewed. Within the 30-day period, the Firm shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If the Firm does not comply with this requirement, the City Commission, at its sole discretion, may:

- a.) immediately suspend the Firm from any further performance under this Contract and begin procedures to terminate for default, or
- b.) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to the Firm under this Contract.

#### SECTION VII CONDITIONS OF SUBMISSION

The Firm shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of the City of Indian Rocks Beach for any reason. The Firm shall not engage in any manner in any practices with any other proposer(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause your proposal to be rejected by the City. (This does not preclude joint ventures or subcontracts). All proposals submitted must be the original work produce of the Firm offering the proposal. This RFP is not to be construed

RFP - LEGAL SERVICES Page 10 of 14 as a contract or as a commitment of any; nor does it commit the City of Indian Rocks Beach to pay for costs incurred in the submission of a proposal or for any costs incurred prior to the execution of a formal contract, nor thereafter, except in accordance with the terms of any such contract.

The certification attached hereto as **CERTIFICATION** must be signed, dated, acknowledge, and must accompany your proposal.

#### SECTION IX FIRM'S INFORMATION

- 1. Firm Name\_\_\_\_\_
- 2. Firm's Mailing Address\_\_\_\_\_
- 3. Firm's Physical Address
- 4. Contact Name
- 5. Contact's Telephone No.
- 6. Contact's Facsimile No.
- 7. Contact's E-mail Address
- If your firm operates under a Fictitious Name, please list the names and addresses of the principals/owners. Names/Address
- 9. If your firm is a corporation, please provide the following:
  - a.) Federal Tax I.D. #:
  - b.) A certified copy of Certificate in Good Standing from the Secretary of State.
  - c.) A list of the corporate officers (names & addresses)
- 10. *References*. Please provide a list of four (4) references of client organizations that the Firm is currently representing or has represented. The City may request information from these sources.

RFP - LEGAL SERVICES Page 11 of 14

Name
Address
Contact's Name
Contact's Telephone No
Contact's Facsimile No
Name
Address
Contact's Name
Contact's Telephone No
Contact's Facsimile No
Name
Address
Contact's Name
Contact's Telephone No
Contact's Facsimile No
Name
Address
Contact's Name
Contact's Telephone No
Contact's Facsimile No

Date Firm

#### CERTIFICATION

- 1. I/We understand, acknowledge and agree that the City of Indian Rocks Beach shall not be responsible for reimbursement of any costs incurred in the preparation of this proposal.
- 2. I/We understand, acknowledge and agree that the City Commission may reject this proposal, in whole or in part, out-of-hand, for no reason, and that any such rejection will result in no obligation whatsoever on the part of the City of Indian Rocks Beach or any of its employees and officials.
- 3. I/We understand, acknowledge and agree that the City Commission reserves the right to reject all proposals and to accept any offer received, whether or not the offer is the lowest price offer received.
- 4. I/We understand, acknowledge and agree that any complaint made by a proposer made with regard to the selection process or any contract award relating to the RFP will void any proposal filed by the complaining proposer.
- 5. I/We understand, acknowledge and agree that any contract awarded herein shall not entitle the successful proposer to perform work for the City of Indian Rocks Beach on an exclusive basis.
- 6. I/We understand, acknowledge and agree that the City Commission retains the discretion to sue or not to use the services of any particular successful proposer under this RFP and that any contract award does not guarantee that the successful proposer will actually be requested to perform work under the contract.
- 7. I/We understand, acknowledge and agree that the City Commission will require, as a condition of any contract awarded under this RFP, that the proposer shall provide proof of insurance in amounts acceptable to the City, including, but not necessarily limited to the following categories of insurance, General Liability, Automobile Liability, Workers' Compensation and Professional Liability. If selected for the award of a contract under this RFP, I/We agree to provide to the City Commission, proof of insurance in the form and amounts satisfactory to it.
- 8. I/We understand, acknowledge and agree that this RFP and the selected Firm's proposal may, by reference, become a part of any formal Contract the selected Firm and the City resulting from this solicitation.
- 9. I/We understand, acknowledge and agree that personnel essential to the continuity of any contract must be available throughout the duration of any contract that may be awarded hereunder unless substitutions are approved in writing by the City Commission.

- 10. I/We understand, acknowledge and agree that the successful Firm will be expected to adhere to billing procedures of the City of Indian Rocks Beach and to all standard contractual requirements of the City. The Firm shall provide legal services in accordance with this RFP, as they may be amended from time to time.
- 11. I/We understand, acknowledge and agree that the City Commission and/or City Manager will be responsible for monitoring day-to-day services of the Firm delivered to the City. The Firm shall promptly report any conditions, transactions, occurrences, events, situations or circumstances encountered by the Firm which would impede or impair the proper conduct of the legal services provided.
- 12. I/We understand, acknowledge and agree that all proposals submitted shall become public record upon the opening of the sealed envelope in which the Firm's proposal is submitted.
- 13. I/We understand, acknowledge and agree that if selected, the Firm will be required to keep complete and accurate books of accounts and records of its business and operations under and in connection with the contracted services. All such books of accounts and records shall be made available for inspection by designed City persons or others as the City might require.

#### Authorized Representative

STATE OF FLORIDA COUNTY OF PINELLAS

SWORN TO AND SUBSCRIBED before me, this \_\_ day of \_\_\_\_\_, 2014.

NORTARY PUBLIC

# **AGENDA ITEM NO. 8 B**

# **WORK SESSION**

### CITY OF INDIAN ROCKS BEACH CITY COMMISSION AGENDA MEMORANDUM

SUBJECT:	DISCUSSION OF Re	ecruitment of a New City Manager.	
AUTHORIZED BY:	Brently Gregg Mims,	City Manager	
ORIGINATED BY:	Lorin A. Kornijtschuk,	City Clerk WK City Manager Er A	
FOR MEETING OF:	May 13, 2025	AGENDA ITEM: 8 B	

#### BACKGROUND

On May 2, 2025, City Manager Gregg Mims submitted his resignation as City Manager of Indian Rocks Beach, effective July 25, 2025. In accordance with the ICMA (International Management Association) Code of Ethics, Tenant 3, the City Manager, will refrain from involvement in the recruitment process.

#### ANALYSIS

The upcoming vacancy in the City Manager position requires timely planning and action. The City Commission must determine the appropriate methodology for identifying, recruiting, and evaluating qualified candidates to fill this key leadership role. A structured and professionally managed recruitment process will help ensure that the City attracts a diverse and highly qualified pool of applicants.

To facilitate this, the City may consider engaging a professional executive recruitment firm experienced in public sector placements. These firms offer comprehensive services, including candidate outreach, screening, reference checks, and interview facilitation.

Three firms that provide municipal executive recruitment services are listed below:

- Colin Baenziger & Associates
- Mercer Group
- SGR (Strategic Government Resources)

#### RECOMMENDATION

It is recommended that the City Commission engage a professional recruiter to manage the screening and processing of applicants for the next Indian Rocks Beach City Manager. This approach would help ensure a fair, thorough, and competitive selection process.

#### DIRECTION REQUESTED

Staff seeks direction from the City Commission on the preferred methodology for the City Manager search process, including whether to:

- 1. Engage one of the listed executive search firms, or
- 2. Utilize an alternative process

IRB Charter Section 5 City Manager

#### ARTICLE V. - CITY MANAGER

Section 5.1. - Appointment; qualifications; compensation.

The city commission shall appoint a city manager to serve at the pleasure of the commission and fix his compensation. The manager shall be appointed on the basis of his executive and administrative qualifications, to include an undergraduate degree and membership in the International City Managers Association.

Section 5.2. - Removal.

The city commission may remove the manager from office in accordance with the following procedures:

- (1) The city commission shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal and may suspend the manager from duty for a period of time not to exceed forty-five (45) days. A copy of the resolution shall be delivered promptly to the manager.
- (2) Within five (5) days after a copy of the resolution is delivered to the manager, he may file with the city commission a written request for a hearing which shall be open to the public. Notice of such hearing shall be posted in city hall five (5) days prior to same. This hearing shall be held at the city commission meeting not earlier than fifteen (15) days nor later than thirty (30) days after the request is filed. The manager may file with the city commissioners a written reply to the resolution for removal not later than five (5) days before the hearing.
- (3) The city commission may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of a majority of all of its members at any time after five (5) days from the date when a copy of the preliminary resolution was delivered to the manager, if he has not requested a hearing open to the public, or at any time after the public hearing if he has requested one.

The manager may, at the discretion of the city commission, continue to receive his salary until the effective date of final resolution of removal.

Section 5.3. - Powers and duties of the city manager.

The city manager shall be the chief administrative officer of the city. He shall be responsible to the city commission for the administration of all city affairs placed in his charge by or under this Charter. He shall have the following powers and duties:

- (1) He shall appoint and, when he deems it necessary for the good of the city, may suspend or remove for just cause, any city employee or appointive administrative officer provided for under this Charter, except as otherwise provided by law, this Charter, contract or personnel rules pursuant to this Charter. He may authorize any administrative or any Charter officer who is subject to his direction and supervision to exercise those powers with respect to subordinates in that officer's department, office or agency.
- (2) He shall direct and supervise the Charter officers and the administration of all departments, offices and agencies of the city, except as otherwise provided in this Charter or by law.
- (3) He shall attend all city commission meetings and shall have the right to take part in discussions but may not vote.
- (4) He shall see that all laws, provisions of this Charter and directives of the city commissioners, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed.
- (5) He shall recommend to the city commission for adoption such measures as he may deem necessary or expedient in the interest of the city.

- (6) He shall prepare and submit the annual budget and capital program to the city commission.
- (7) He shall make such other reports as the city commission may require concerning the operations of the city departments, officers and agencies subject to his direction and supervision.
- (8) He shall keep the city commission fully advised as to the financial condition and future need of the city and make such recommendations to the city commission concerning the financial affairs of the city as he deems necessary.
- (9) He shall see that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, he shall call the same to the attention of the city attorney.
- (10) He shall be the purchasing agent of the city, by whom all purchases of supplies shall be made. In the capacity of purchasing agent he shall also conduct all sales of personal property which the city commission may authorize to be sold as having become unnecessary or unfit for the city's use. All purchases and sales shall conform to such regulations as the city commission may from time to time prescribe and shall allow for competition. These restrictions, limitations or criteria on this authority shall be established by ordinance, including but not limited to bidding requirements.
- (11) He shall perform such other duties as are specified in this Charter or may be required by the city commissioners.

(Ord. No. 2014-35, § 2, 3-10-2015)

Section 5.4. - Acting city manager.

By letter filed with the commission, the city manager shall designate, subject to approval of the commission, a qualified city administrative officer to exercise the powers and perform the duties of manager during this temporary absence or disability. During such absence or disability, the commission by a majority of its members may revoke such designation at any time and appoint another officer of the city to serve until the manager shall return or his disability shall cease.

Section 5.5. - Emergency meetings of commission.

The city manager may call emergency meetings of the commission, upon at least six (6) hours notice to each member served personally or left at his usual place of abode or business, and the meeting will be limited to the emergency subject and decisions taken shall be confirmed at the next regular scheduled commission meeting.

City of IRB Position Description City Manager

**City Manager** 

ACCEPTED: \_\_\_\_\_4-28-98\_\_\_

REVISED: 4-98

# CITY OF INDIAN ROCKS BEACH

#### **POSITION DESCRIPTION**

POSITION TITLE:	City Manager	POSITION NO.:	51201
DEPARTMENT:	City Manager's Office	SALARY GRADE:	62
DIVISION:		POSITION STATUS:	Exempt

#### GENERAL DESCRIPTION

As a Charter Officer, the City Manager is appointed by and serves at the pleasure of the City Commission. The City Manager is the chief administrative officer of the City and, as such, is responsible to the City commission for the administration of all City affairs in accordance with the requirements of the Charter. Work involves the efficient and effective management and supervision of the City's affairs in accordance with policies adopted by the City Commission, the City Charter and applicable State laws and/or municipal ordinances. Work is carried out with wide latitude for independent judgment and initiative within the framework of established policies, laws, charter provisions and ordinances. The person in this position is solely accountable for the fulfillment of all duties and authority commensurate with assigned responsibilities.

#### **REPORTING RELATIONSHIPS**

**Reports to:** City Commission

**Supervises:** All City Employees except as otherwise directed by the City Charter

#### ESSENTIAL POSITION FUNCTIONS

- 1. As the Chief Administrative Officer of the City, responsible for the efficient and proper administration of all City affairs as defined in the City Charter.
- Administers, through the Manager's Office, subordinate department heads, or contracts, such functions as Administration, Finance, Human Resources, Law Enforcement, Community Development, Public Services, Parks and Recreation, Sewer and Solid Waste Departments.
- 3. Prepares the annual City budget for submission to the Commission. Submits recommendations to the Commission for their discussion and approval concerning the efficient operation of the City government. Keeps the Commission informed of general City operations and activities. Makes plans and recommends future programs of the City.
- 4. Maintains community respect through good public relations and by keeping residents informed of City progress and policies. Discusses problems and complaints concerning City operations with the taxpayers or refers to appropriate official for action,
- 5. Ensures that all laws, provisions of the Charter, and act of the Commission, subject to enforcement by the City manager or by Employees subject to the Managers direction and/or supervision, are faithfully executed.
- 6. Shall perform such other duties as are specified in the City Charter, Code or as required by the City Commission.
- 7. These essential job functions are not to be construed as a complete statement of all duties performed. Employee will be required to perform other job related duties as necessary and consistent with the position.

#### SPECIAL REQUIREMENTS

Should be an active member with international City Manager's Association (ICMA), the Florida League of Cities, and the Florida County and City Manager's Association.

#### MINIMUM QUALIFICATIONS

#### **KNOWLEDGE, SKILLS AND ABILITIES**

- Extensive knowledge of laws and administrative policies governing municipal activities and of operations of municipal government
- Ability to delegate authority and responsibility to subordinate department heads and to maintain an effective organization
- Ability to work with the general public with tact and professional courtesy
- Ability to express oneself clearly in writing and orally, and to appear before groups of taxpayers and the Commission to present data and programs which enhance the continued efficient operation of the City.

#### EDUCATION AND EXPERIENCE

Graduation from an accredited four year college or university with a Bachelor's degree in Business Administration, Public Administration or a related field supplemented by course work in management. Minimum of five (5) years experience in a responsible administrative/management position in municipal government. A comparable amount of training, education or experience may be considered for the minimum qualifications.

#### LICENSES, CERTIFICATIONS, OR REGISTRATIONS

Must possess a valid Florida Driver's License or ability to obtain within thirty (30) days of employment.

#### ESSENTIAL PHYSICAL SKILLS

- good hearing (with or without correction)
- good vision (with or without correction)
- ability to effectively communicate both orally and in writing

#### **ENVIRONMENT CONDITIONS**

works inside, in an office environment

#### SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. Reasonable accommodations will be made for otherwise qualified individuals with a disability.

Approval:		Approval:	Approval:	
	Personnel		C	

City Manager

Effective Date: \_\_\_\_\_\_ Revision History: \_\_\_\_\_

## FCCMA FLORIDA CITY/COUNTY MANAGER SEARCH GUIDE



# FLORIDA CITY/COUNTY MANAGER SEARCH GUIDE

May 2024

# INTRODUCTION<sup>1</sup>

Selecting a city or county manager or administrator<sup>2</sup> is one of the most important decisions made by a governing body.<sup>3</sup> The objective of this guide is to assist local elected officials and staff with the search process.<sup>4</sup>

Recruiting and selecting a new manager can be a very positive, enjoyable, and unifying experience for a governing body. It provides an opportunity for the governing body, as a group, to think together about objectives and priorities as a basis for determining the characteristics of an effective manager for their community.

Like a chief executive officer in a Fortune 500 company, the manager is responsible for serving the governing body, managing the financial aspects of the organization, directing the employees, ensuring quality customer service, and implementing legal and ethical standards. Additionally, as a resource to the governing body, the manager will help determine whether governing body objectives and priorities are appropriately defined, considered, and implemented. Unique to public agencies, the manager oversees an organization that is focused on providing a variety of services to the community rather than on making profit.

The position of manager requires a variety of skillsets. Not every person can perform this role. Therefore, selecting the right person for the job is critical to the success of the governing body and of the community.

Recruiting and selecting a new manager provides an opportunity for the governing body to look to the future in a way that is seldom experienced when considering agenda items at a typical governing body meeting.

<sup>&</sup>lt;sup>1</sup>Appreciation is extended to Texas City Management Association (TCMA) for permission to use their 2022 edition of "Guidelines for Recruiting a City Manager."

<sup>&</sup>lt;sup>2</sup>"City or county manager or administrator" or similar titles will be referred to as "manager" hereafter.

<sup>&</sup>lt;sup>3</sup> "Governing body" as used in these guidelines refers to the mayor/chair and council/commission and their roles as outlined in the city/county charter, administrative procedures policy, and general laws as applicable.

<sup>&</sup>lt;sup>4</sup>In 2023, the Board of Directors of FCCMA requested that the Senior Advisors prepare a Florida search guide for chief administrative officers. A public/private partnership work group made up of the following members prepared this guide: Jim Hanson, Senior Advisor and Chair; Russ Blackburn, Senior Advisor; Kurt Bressner, Senior Advisor Emeritus; Dan Kleman, Senior Advisor; Carol Russell, FCCMA Association Services Coordinator; Doug Thomas, Executive Vice President of Recruitment & Leadership Development, Strategic Government Services (SGR); Lynn Tipton, FCCMA Director Emeritus; and Heidi Voorhees, President, GovHRUSA, a Division of MGT Consulting of America.

When faced with an upcoming or immediate vacancy in the manager position, the governing body must provide the following:



The governing body must act thoughtfully and deliberately in determining how to ensure that operations of the local government are properly managed during the period before a permanent manager is selected and on the job. In some cases, the members of the governing body may agree they have confidence in a specific staff person. Should the governing body determine that there is no one on staff whom it can or wants to appoint as the interim manager, it may decide to retain the services of a retired or in-transition manager.

The governing body should publicly announce the appointment of the interim manager, making clear to all stakeholders that the interim manager is responsible for implementing governing body policy and overseeing operations.

#### Florida Government in the Sunshine:

Strict compliance with Florida law for all aspects of the search is essential. The position profile or other search documents must clearly advise all potential applicants that their application materials are subject to public disclosure under Florida law. Assurances of confidentiality cannot be provided.

## This guide will discuss:

- 1. Steps Prior to Recruitment
- 2. Responsibility for Recruitment
- 3. Role of the Outgoing Manager and Guidelines for the Interim Manager
- 4. Parameters of Recruitment
- 5. Generation of Candidate Pool
- 6. Selection

# STEPS PRIOR TO RECRUITMENT

Prior to recruitment, the governing body, with assistance of staff and possibly the **Florida City and County Management Association** (FCCMA) Senior Advisor Program or the **Florida Association of Counties** (FAC), should:

- Authorize preparation of a concise announcement to the public, the organization and stakeholders regarding the executive vacancy.
- Provide a timetable and option for selection of an interim manager.
- Identify local charter and state statute requirements for the position.
- Review the current job description.
- Identify and agree upon the essential characteristics and criteria of the next manager.
- Obtain a status report on organization and projects.
- Discuss compensation, benefits and employment agreement.
- Discuss housing assistance if residency is required.
- Prepare an outline of a recruitment plan.
- Defer key actions where possible until the new manager arrives.

SUMMARY:	

These core elements should be addressed by the governing body at the start of the search.



# **RESPONSIBILITY FOR RECRUITMENT**

The governing body is responsible for determining the approach used to conduct the recruitment. Regardless of the process used to recruit and evaluate manager candidates, members of the governing body must be clear that they will approve the selection of final candidates, conduct the interviews, and make the final selection.

Four search options are summarized here:

- 1. The governing body conducts the recruitment *in-house* using the elected body members, organization staff (such as the human resources department), the interim city manager (if that person is not a candidate for the permanent position), or some combination of these.
- 2. The governing body *outsources* the recruitment by contracting with a firm that specializes in providing executive search assistance to cities or counties. Using an executive search firm provides the most comprehensive search. <sup>5, 6</sup>
- 3. The governing body authorizes a search conducted by the FCCMA Senior Advisor Program or the FAC.<sup>7</sup>
- 4. The governing body authorizes a *hybrid* approach, conducting the recruitment internally with assistance from the FCCMA Senior Advisor Program or the Florida Association of Counties.

<sup>&</sup>lt;sup>5</sup>Contact FCCMA staff for a list of Florida-involved search firms or see Exhibit A. "Florida Local Government Executive Search Firms."

<sup>&</sup>lt;sup>6</sup>See Exhibit B. "Search Firm Services Typically Provided."

<sup>&</sup>lt;sup>7</sup>The FCCMA Senior Advisor Program search services are limited to cities and towns under 10,000 population and counties under 50,000 population. However, the Senior Advisor Program is available to meet with jurisdictions of any size to assist in finding an interim manager and outlining the scope of a manager search. Specific search services required should be discussed with the FCCMA Senior Advisor Coordinator or the FAC representative.

# ROLE OF THE OUTGOING MANAGER AND GUIDELINES FOR THE INTERIM MANAGER

The **Code of Ethics for the International City/County Management Association** (ICMA) provides guidance to the role of the outgoing manager in a recruitment as well as guidelines for the interim manager.

ICMA Code of Ethics – Tenet 3:

Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.<sup>8</sup>

The exiting or retiring manager should refrain from working on the process itself (other than directing necessary staff to do their respective roles) and should maintain an appropriate distance from the governing body as their deliberations proceed.

If appropriate, the outgoing manager may provide insights to candidates.

The interim manager who *is* a candidate for the post must refrain from all involvement in the process, which would be a conflict of interest.

The interim manager who is *not* a candidate for the post may talk with staff about processes and procedures and can assist the elected officials with questions as necessary. Since the incoming manager, in theory, will continue to work with an internal former interim manager, fact-based neutrality as an interim manager should be an overriding principle to guide the level of involvement during the recruitment.

## SUMMARY:

All members of ICMA and FCCMA are obligated to follow the ICMA Code of Ethics. Understanding this requirement will help ensure professional management.

<sup>&</sup>lt;sup>8</sup>The entire ICMA Code of Ethics may be found here: **https://icma.org/page/icma-code-ethics** 

# PARAMETERS OF RECRUITMENT

Prior to starting a search, the governing body should establish the parameters of the recruitment.

## PARTICIPANTS IN THE SEARCH:

At the onset of the recruitment, the governing body must address who will be involved in the search. Participants may include the governing body, staff, and/or a citizen committee, if authorized by the governing body.

**Staff:** The staff role can vary, depending upon whether the governing body, an executive search firm, an FCCMA Senior Advisor, or the FAC is responsible for conducting the recruitment. If the governing body or the FCCMA Senior Advisor Program is conducting the recruitment, staff will often be responsible for placing advertisements and collecting resumes. They may also assist in scheduling interviews. If an executive search firm is involved, the firm may be responsible for all these administrative details. The role of staff in this case is usually limited to providing information about the community and organization and to coordinating generally with the search firm. When an executive search firm is involved, staff often provide additional input to develop the Manager Profile and sometimes are invited to participate in other events during the interview process.

**Citizen Engagement:** In some instances, governing bodies have involved individual citizens or citizen committees in defining desired characteristics of a new manager and participating in an advisory role in the review leading to the determination of finalists. The participants in the screening should represent a cross section of the community as much as possible.

However, regardless of the type or level of citizen candidate review, only the governing body decides on interview candidates and hires the new manager.

## MANAGER PROFILE:

Identifying the desired characteristics and goals for the new manager goes to the heart of the recruitment. A profile can encompass those qualities, characteristics, education, experience, and areas of expertise of the ideal candidate. The profile should also address any residency requirements for the position.

Using the profile as a guide and considering how applicants measure against the established criteria and against one another, the governing body can better ensure that the candidate it appoints has the combination of management experience and leadership style to be successful in the position. Developing the manager profile helps the governing body define its needs and establishes the groundwork for generating a rich pool of applicants with the skills and abilities to address the needs of the governing body, community, and organization. Additionally, the profile should include information

about the attributes of the community, issues it faces, quality of life, and objectives that the new manager should achieve. The governing body has a responsibility to present the position accurately, attractively, and competitively.

In summary, it is vital for the governing body to determine *by consensus* what their community needs, include these needs in the profile, and refer to these needs when considering all candidates' skills and backgrounds. These characteristics and objectives help the governing body identify in detail their ideal manager within the potential candidate pool, review resumes, select finalists, and hire the best "fit" for the community.<sup>9</sup>

## **COMPENSATION:**

While it is important for the governing body to have some general understanding of the salary parameters that will be acceptable, the governing body must also allow itself some flexibility in this area. The governing body can and should obtain comparable data for other cities/counties of similar size in their region.<sup>10</sup> In addition, benefits and housing assistance should be confirmed.

After the Manager Profile has been approved by the governing body, advertising can proceed.<sup>11</sup>

### SCOPE OF RECRUITMENT:

When a manager vacancy is advertised, resumes will usually be received from individuals in different parts of the country. Since the governing body is looking for the best candidate, all resumes received should be reviewed carefully. Some governing bodies will choose to focus on their state or region, thinking that these candidates may have a better understanding and orientation to problems they face, legal issues, financing alternatives, and similar matters. Given the competitive nature of the profession, a nationwide search is recommended.

#### **OUTREACH STRATEGY:**

It is advantageous for the governing body to ensure that every professional who might have an interest in the vacant position is aware of the opportunity to apply. In addition to posting the position vacancy in professional publications, websites, social media, and job boards, a brochure describing the community, the position profile, and the governing body's key goals and objectives will enhance the opportunity to attract outstanding candidates.

<sup>&</sup>lt;sup>9</sup>See Exhibit C. "Sample Manager Profile."

<sup>&</sup>lt;sup>10</sup>See Exhibit D. "Manager Salary and Benefit Information."

<sup>&</sup>lt;sup>11</sup>See Exhibit E. "Places to Advertise."

#### TIMING OF THE SEARCH:

Publication deadlines must be considered to properly advertise a vacant manager position in a timely manner. An ideal search timeline will provide 30 - 60 days from the start of the recruitment to the deadline for submitting resumes; 30 - 60 days to review resumes; 30 days to schedule interviews with candidates, hold interviews, conduct background checks, and select a candidate; and a minimum of 30 - 45 days for the new manager to relocate to the community. The estimated time from start to selection of a new manager is between 90 to 120 days.

## SUMMARY:

The governing body must discuss and reach a consensus on each of the above parameters at the outset of the recruitment. This consensus will not only result in a framework for conducting the overall recruitment but also help ensure that the governing body is unified in its approach to the recruitment of a manager. After this consensus has been reached, the recruitment can move forward.

# GENERATION OF CANDIDATE POOL

The recruitment is distinguished from the selection by focusing on the generation of a sufficient pool of qualified applicants so that the selection has a reasonable number of applicants to screen. Professionalism, punctuality, and responsiveness during this period of advertising and obtaining applications for the position is key because applicants receive their first impressions of the community and organization during the recruitment phase.

Candidates must not only have technical and administrative skills and experience, but also possess the "non-task-related factors" of the job. The manager's job has certain well-defined managerial tasks, such as budgeting, supervising, and communicating, which are vital to the organization's core operations. A manager may carry out well-defined managerial tasks but may be lacking in non-task-related factors, resulting in poor overall performance.

In today's complex public sector, communities are an ever-increasing mix of races, ethnicities, religions, gender identity, and sexual orientation. It is important for communities to seek out candidates from various backgrounds, cultures, ages, genders and experiences. This not only ensures a fair representation of the community's population, but also brings in a variety of perspectives and ideas that can contribute to the effective administration of the local government services and can foster innovation, creativity and knowledge. Recruitment goals can be furthered through targeted outreach, social media postings of the vacant position, advertising on a variety of websites that are specific to local government, advertising on websites that serve underrepresented minorities, and generally demonstrating an open and welcoming culture.

SUMMARY:	To effectively recruit, the local government must market the position so that its requirements are clear to potential applicants. The goal of recruitment is to generate a sufficient pool of qualified applicants. To accomplish this, relations with applicants must communicate professionalism and responsiveness as well as provide accurate, descriptive information about the position, the community and the status of the process. The local government can use both outreach and advertising while making sure that both approaches encourage a broad-based candidate pool.
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# SELECTION

After the deadline for submitting resumes has passed, selection begins. Methods used to screen applicants typically include careful review of each candidate's resume and cover letter, social and print media presence, consideration of reference letters and/or reference calls, and interviews – virtual, face-to-face, or a combination of the two. Dependence upon a single information source is not advised.

The singularly most important premise of the council-manager form of government is the political neutrality of the manager, who is professionally required to perform in a non-partisan manner and to avoid electoral politics. This professional standard, along with education and training, ensures that the professional manager relies on technical and administrative reasoning in all official duties.

Similarly, the governing body's role in the recruitment and the selection of a manager must remain politically neutral. Elected members must not expect the manager to share their political perspectives. The governing body must not inject partisan politics into selecting a new manager.

## **RESUME REVIEW:**

Unless the governing body has retained an executive recruiting firm to assist in the selection or is using the services of FCCMA's Senior Advisor Program or the FAC services, the governing body must review resumes.

## USING THE ADOPTED CRITERIA:

To narrow the field of applicants, those reviewing the resumes must compare them with the recruiting criteria adopted by the governing body at the onset of recruitment.

#### **DETERMINING FINALISTS:**

A common selection initially reduces the applicants to a highly qualified group of approximately ten (10) candidates. When the initial resume review has been completed, the most qualified, smaller (perhaps 5 – 9) second-round group of applicants will be subject to more thorough background checks, including references, social media usage history, and possibly virtual interviews. All finalists should have a full background check. The governing body must resist the temptation to select finalist candidates before background checks have been completed.

Based upon the candidates' qualifications per the original selection criteria of the governing body and the results of the background checks, the governing body then chooses a smaller group of 3 - 5 finalists, who are invited to the community for interviews.

<sup>&</sup>lt;sup>12</sup>See Exhibit F. "Background Checks – Recommended Scope of Services."

It is recommended the governing body prepare a list of reserve candidates in the event that any finalists decide not to pursue the position.

## **MECHANICS OF INTERVIEWING:**

Interviewing must be well organized and the setting comfortable. A discussion leader should be designated, and all governing body members must participate. The governing body may opt for individual discussions with each finalist.

Some types of questions or inquiry are prohibited by law. The city or county attorney should prepare a report or guideline of what types of questions or inquiry must be avoided in either the public interview or individual discussions. The focus must always remain on KSA – knowledge, skills, and abilities. The governing body should ask the same questions of each candidate.<sup>13</sup>

## EMPLOYEE/COMMUNITY INVOLVEMENT IN INTERVIEWING:

The governing body may choose to supplement interviewing by inviting employees, community leaders, and/or the public in general to participate. For example, finalists may meet with the department heads or other staff to review departmental operations in more detail or to receive a tour of the community. Similarly, finalists may meet with selected community leaders to receive input on matters the leaders consider important to the local government. A public reception or question-and-answer session with candidates is often held. Note that this type of involvement is to provide the candidates with additional information about the community. Employees and/or community members will not be involved in the actual selection of the city manager.

#### PARTNER INVOLVEMENT IN INTERVIEWING:

If the partner is invited to accompany the finalist candidate, this part of the selection must be well-organized and based on the interests of the partner, insofar as that can be determined and accommodated. Additionally, partner involvement may be beneficial to the candidate's review and assessment of the community.

## **REIMBURSEMENT OF INTERVIEW EXPENSES:**

Confirm the city or county policy on reimbursement of expenses in conjunction with the interview. The practice of most local governments is to reimburse candidates and partners for any actual out-of-pocket expenses.

<sup>&</sup>lt;sup>13</sup>See Exhibit G. "Do's and Don'ts of Interviews and Interactions with Candidates."

<sup>&</sup>lt;sup>14</sup>If comment cards are used for feedback at a public reception or session, be mindful that in Florida those comments are public record.

## **POST-SELECTION:**

Selection produces three possible outcomes:

- One finalist has emerged as the clear choice.
- The governing body has narrowed down to more than one finalist whom they would like to pursue further.
- No finalists are acceptable.

If one clear first choice occurs, the governing body, through its representative, can notify the candidate, confirm the willingness of the candidate to accept the position, and then move to finalize a total compensation package and other arrangements.

If the governing body decides to further consider two or three finalists, it may choose to invite those finalists (and possibly the finalists' partners) for a second interview.

If no finalists meet the governing body's expectations, the governing body may decide to rescreen some of the applicants who did not make the first round of finalists. Another option is to restart the entire search.

If the governing body is unable to satisfactorily conclude negotiations with the first-choice finalist, the governing body may want to open discussions with one, some, or all the other finalists.

Until all arrangements have been completed with a first-choice finalist, the governing body should postpone notifying the other finalists. Additionally, after successful negotiations with a new manager have been made, all other applicants should be notified as a professional courtesy.

## FINALIZING COMPENSATION AND TERMS OF EMPLOYMENT:

After the governing body has chosen the new manager and that individual has indicated a willingness to serve as manager, a representative of the governing body and the city or county attorney should be designated by the governing body to discuss and finalize compensation and other terms of employment with the selected candidate.<sup>15</sup> The final terms of employment and compensation, including an employment agreement compliant with Florida Statutes, must be reviewed and approved at a public meeting by the governing body.<sup>16</sup>

<sup>&</sup>lt;sup>15</sup>See Exhibit H. "Preparing the Job Offer and Contract Approval Process."

<sup>&</sup>lt;sup>16</sup>See Exhibit I. "Sample Florida Employment Agreements."



Based on the adopted criteria and objectives for the position, the governing body makes the final determination of the applicants selected for interviews. The finalist group must be large enough to expose the governing body to a workable number of diverse competencies, skill sets, and personalities. Political neutrality of the governing body and the candidate is essential. Staff, community, and partner involvement may be included in the interview. The local government should reimburse interviewees. In most cases, a minimum of 3-5 finalists are interviewed face-to-face. The governing body may establish a back-up finalist group in case any of the finalists decide not to pursue the position. Following the interviews, the governing body selects its choice as candidate to offer employment and discuss terms of employment, which must be approved by the governing body at a public meeting.

# CONCLUSION

Selecting a professional manager is one of the most important decisions a city or county will make. Following each of these steps can enhance success. The thorough, consistent, and transparent process in this Florida City/County Manager Search Guide promotes cohesive and effective local government.

# LIST OF EXHIBITS

- A. Florida Local Government Executive Search Firms
- B. Search Firm Services Typically Provided
- C. Sample Manager Profile
- D. Manager Salary and Benefit Information
- E. Places to Advertise
- F. Background Checks–Recommended Scope of Services
- G. Do's and Don'ts of Interviews and Interaction with Candidates
- H. Preparing the Job Offer and Contract Approval Process
- I. Sample Employment Agreements



Florida City and County Management Association P.O. Box 1757 Tallahassee, FL 32302-1757 850.701.3607

## Exhibit A: Florida Local Government Executive Search Firms

#### Strategic Government Resources P.O Box 1642, Keller, TX 76244 (817) 337-8581 https://www.governmentresource.com/ Jjpeters@strategicgovernmentresources.com

#### **Colin Baenziger and Associates**

2055 S. Atlantic Ave. Suite 504, Daytona Beach Shores, FL 32118 (561) 707-3537 http://www.cb-asso.com/Active Recruitments.asp Colin@cbasso.com

#### GovHR USA/MGT

630 Dundee Road, Northbrook, IL 60662 (847) 380-3240 Heidi Vorhees, President, GovHRUSA https://www.govhrusa.com/ https://www.mgtconsulting.com/ Hvoorhees@govhrusa.com

#### **Bob Murray and Associates**

1544 Eurika Road, Roseville, CA 95661 (916)784-9080 https://www.bobmurrayassoc.com/ apply@bobmurrayassoc.com

#### Mercer Group Associates

107 Indigo Lane, Athens, GA 30606 (706) 983-9326 https://mercergroupassociates.com/ info@mercergroupassociates.com

#### S. Renee Narloch and Associates

2910 Kerry Forest Pkwy, Tallahassee, FL 32309 (850) 391-0000 https://www.srnsearch.com/ info@srnsearch.com

#### Sumter Local Government Consulting

Atlanta, GA. (404) 555-0525 https://sumterlocalgovconsulting.com/ warren@sumterconsulting.com

Slavin Management Consultants 304 Holcomb Bridge Road Suit A-1, Norcross. GA 30071 (770) 449-4656 http://www.slavinmanagementconsultants.com/welcome.shtml Slavin management consultants.com

## Exhibit B: Search Firm Services Typically Provided

As discussed in Section 2, Responsibility for Recruitment, the elected officials may decide to contract with an executive recruitment firm to facilitate and assist with the process of selecting their next administrator/manager. Whether to contract with a firm or not depends on several factors, including the presence of a qualified in-house employee, the city's capacity to perform in-house recruitment, the reason for the vacancy, and the challenges facing the city.

## Services Provided by the Recruitment Firm

## An Executive Recruitment firm facilitates the selection process and generally includes the following tasks:

- Facilitates the elected body's discussion of key qualifications and experiences they desire in their next Administrator/Manager; in addition, the firm can facilitate community focus groups and internal organization meetings that will provide additional insight into the qualifications and experiences for the next Administrator/Manager. Tools such as survey documents may also be an option for seeking community/organizational input.
- 2. Assist with establishing the salary range and other executive level benefits that reflect the current market in the region.
- 3. Develop marketing materials that showcase the community and organization. This marketing brochure will also provide a detailed description of the position and the expectations outlined by the elected body.
- 4. Provide application management, outreach through social media and personal outreach to ensure the position is marketed widely to potential candidates.
- 5. Evaluate candidates based on criteria provided by the elected body.
- 6. Provide the elected body with a detailed report to assist them in selecting candidates to interview.
- 7. Conduct highly detailed media and social media searches on each candidate presented for consideration by the elected body.
- 8. Conduct reference calls, criminal background checks, educational verification and other due diligence within state and federal laws.
- 9. Facilitate the interview process. This includes ensuring the candidates have the details for the meeting with the elected body and other interview panels that may be a part of the selection process. In addition, the firm can provide sample interview questions for the elected body to consider.
- 10. Facilitate the elected officials' discussion of the finalist candidates and advise on elements of the employment agreement.

#### **Vetting Executive Recruitment Firms**

In selecting an Executive Recruitment Firm, Elected Officials may consider the following:

- Does the firm understand the unique dynamics of local government in general and the city/county manager/administrator position specifically?
- Can the firm effectively market the position and reach top candidates?
- Can the firm effectively evaluate the candidates with objectivity, reflecting the criteria provided by the elected body?
- Does the firm offer a guarantee if the selected candidate leaves or is let go within the first year of employment?

It is strongly suggested that if the elected body is considering utilizing an executive recruitment firm, they request proposals from several firms and interview two or three finalists to ensure there is alignment between the firm and the elected body.

## Exhibit C: Sample Manager Profile

The development of the position profile is an opportunity for the hiring authority to come together and discuss what they are seeking in their next manager/administrator. If community members are asking to be included in the process, this is an excellent opportunity to obtain their feedback so it can be used in developing the profile and in screening applicants. The following information should be included in the profile:

**Community/County Information** – Marketing information (population, location, regional attractions, recreational opportunities, schools, retail/business climate) about your community or county. What are the highlights? This section should ideally include links to your website, chamber of commerce information, etc.

**The Organization** – This section should include your form of government, the names of departments, number of employees and size of annual budget. Again, links to your budget and any strategic planning documents would be helpful.

**The Position –** Specifics about the position – who it reports to and who are the direct reports to this position. This section should include high-level responsibilities. Information on key attributes and experiences for interested candidates can be included in this section.

**Opportunities and Challenges** – What short- and long-term challenges and opportunities will the next person in this position face? Typically, 4-5 issues are mentioned in this section.

**Qualifications and Leadership/Management Skills Desired** – This should include what potential candidates must have and then what additional qualifications and skills are highly desirable. Flexibility with respect to requirements candidates <u>must</u> have should be minimized to assist in achieving a broad pool of candidates.

**Compensation and Benefits** – It is very important to include a compensation range. Using DOQ (Dependent on Qualifications) will reduce the size of the candidate pool. Salaries are public information, so it is important for the hiring authority to discuss what range they expect to pay within and to advertise that range. In addition, if residency is required, it is important to include that information in this section.

**Application Process** – Indicate application deadline and how to apply. This section should also include contact information for questions.

Note: A full position profile or brochure typically includes photos of the community/county and organization and may also include relevant graphics/organizational charts. For advertising on websites, a shorter version of the profile that hits on an abbreviated version of these components will need to be developed.

## Exhibit D: Manager Salary and Benefit Information

In Florida, the following entities provide a salary survey that includes county and municipal information:

#### Florida Public Human Resources Association (FPHRA) Annual Survey

This is the broadest, most comprehensive Florida local government survey General Website: <u>www.fphra.org</u> Salary Survey page: <u>https://www.fphra.org/page-1818928</u> Note: *membership is required to access the data (you can contact them to see if a fee can be paid in lieu of membership)* 

#### Florida League of Cities Annual Survey

Positions in the municipal survey include elected officials, attorneys, clerks, and managers. To request a population-based response with cities close to the same size, please contact the Research Staff at (850)222-9684. Access to the total data is not available; customized requests only.

Website: www.floridaleagueofcities.com

In addition, some county and municipal human resources departments do a Peer City or Peer County comparison of five to ten similar governments and collect specific salary and benefit data for selected positions.

## Exhibit E: Places to Advertise – 2024

ICMA All Current Jobs: <u>https://icma.org/job-center</u> (fee – based – national)

Linked-In:

<u>https://business.linkedin.com/marketing-solutions/native-advertising/single-job-ads</u> (fee – based – national)

FCCMA Job Listings: <u>http://fccma.org/jobs/</u> (no cost – Florida)

Florida Association of Counties Jobs Posted: <u>https://www.fl-counties.com/government-jobs (no cost – Florida)</u>

Florida League of Cities: <u>https://www.floridaleagueofcities.com/jobs (no cost – Florida)</u>

National League of Cities: <u>https://jobsonline.nlc.org</u> (fee – based – national)

National Association of Counties: <u>https://jobs.naco.org/</u> (fee – based – national)

National Forum for Black Public Administrators: <u>https://careers.nfbpa.org/employers/</u> (fee – based – national)

Local Government Hispanic Network Job Board: <u>https://www.lghn.org/i4a/careerHub/</u> (fee – based – national)

GovHR Jobs Board: <u>https://www.govhrusa.com/post-a-job/</u> (fee – based – national)

Strategic Government Resources (SGR) All positions: <u>https://www.governmentresource.com/executive-recruitment/job-board</u> (fee – based – national)

Careers in Government: <u>http://www.careersingovernment.com</u> (fee – based – national)

Employ Florida: <u>https://www.employflorida.com/vosnet/Default.aspx</u> (must register for access - Florida)

Georgia Local Government Access (GLGA), a joint effort of the Georgia Municipal Association and the Association County Commissioners of Georgia: <u>http://www.glga.org/</u> (no cost – Georgia)

Government Jobs: <u>https://www.governmentjobs.com</u> (fee – based – national)

GovtJobs.com: <u>http://www.govtjobs.com/</u> (fee – based – national)

## Exhibit F: Background Search Information and Resources

For a city or county conducting a manager/administrator search, the following information is Florida-specific and provided to assist staff with this part of the search.

## For the initial applicants:

• For a preliminary review of all applicants, staff can conduct a search of the top 200 results in Google/social media for each one. While this step can take time, it can help eliminate those whose background or experiences do not match expectations/preferences.

## For interviewees and finalists:

- Check references supplied by the candidate additional references can be contacted if candidate's current position is not jeopardized. Check with the candidate about contacting former employers, for example.
- Consider additional background information ahead of the interview; consult own local government's policies on this. Some organizations have physicals, drug screens, etc.
- Watch online streaming of candidates' current employers' board meetings to see the candidates' interactions with their current elected body and the public.
- When selecting a third-party firm to conduct additional background due diligence, ensure that the firm is verifying educational credentials, driving record, SSN verification and is reviewing various federal and local crime databases. It is important to follow federal and state laws regarding background checks including the review and sharing of credit history.
- A few of the firms often used in Florida by city and county governments:
  - Goodhire firm: <u>www.goodhire.com</u>
  - NAPS Background Checks firm: <u>www.napsbgc.com</u>
  - TruDiligence firm: <u>www.trudiligence.com</u>

## Exhibit G: DOS AND DON'TS OF INTERVIEWS AND INTERACTIONS WITH CANDIDATES

TOPIC	ACCEPTABLE QUESTIONS	UNACCEPTABLE QUESTIONS
NAME	Whether work records are under another name.	To ask if a woman uses Miss, Mrs. or Ms. or ask for maiden name.
AGE	Only if there are specific, age-related requirements of the job. After hire, proof of age can be required.	Age or age group
NATIONAL ORIGIN	NONE!	Any question about nation of origin is unacceptable
RACE	NONE! After hire, race is requested to EEO reporting.	Any question about race is unacceptable
RELIGION	NONE!	Any question about religion is unacceptable, including any church affiliation
CITIZENSHIP	Can only ask if applicant is eligible to work in the US. Proof is required at hire.	If applicant is native born or naturalized.
MARITAL OR FAMILY STATUS	Whether the applicant has any commitments/responsibilities that might prevent him/her from meeting work requirements	Any question that reveals marital status or number/ages of dependents. Do not ask about spouse's job, childcare responsibilities, pregnancy
MILITARY SERVICE	NONE	Any question about military service is unacceptable.
CRIMINAL RECORD	Listing of convictions	Questions about arrests
REFERENCES	General and work references not relating to race, color, religion, sex, national origin	References from clergy or others that might reflect race, color, religion, sex, national origin
ORGANIZATIONS	About professional memberships and offices	Listing of all memberships in clubs and organizations, which may reveal race, color, religion, sex, national origin
WORK SCHEDULE	Willingness to work required work schedule	Willingness to work on a particular holiday.
DISABILITIES	Whether the applicant can perform the essential functions of the job with or without accommodations	Any question about height, weight, impairment. Any question about past sick leave usage.

• These guidelines are for informational purposes and are not legal advice. Anyone using this form should consult with their HR and Legal staff for specific advice on the legality of interview questions and what is permissible.

### DOS AND DON'TS OF INTERVIEWS

Various state and federal regulations regarding equal employment affect the interview and selection process. These regulations prohibit discrimination based on race, color, sex, religion, national origin, age or handicap. The "Interview Guidelines" chart on the reverse side of this page outlines the specific kinds of information which you can and cannot ask.

In addition to being familiar with this chart, you should pay special attention the following areas to avoid violating equal employment regulations.

**DO** consider the person's true ability to perform the duties of the position. Never assume that an applicant's age, sex, or disability will prevent the performance of tasks.

**DON'T** express a preference for race, sex, a particular age group or indicate any other preference which might be construed as discriminatory.

**DO** keep in mind the applicant's perception of you. Don't refer to applicants in an "endearing manner." Never use racially or ethnically oriented terms. Don't flirt with or patronize the applicant.

**DON'T** indicate to a member of a "protected group" (e.g., minority, female, person with disability) that your interest in them stems from a desire to improve your EEO image.

**DO** avoid stereotypes. Keep an open mind. Don't imply (or assume) that the job requires a young person with energy or that an older person may find the job too demanding or that females should not travel alone.

**DON'T** ask about any prior Workman's Compensation claims.

**DO** use extra caution in dealing with physical requirements. Federal regulations, and most recently the Americans With Disabilities Act (ADA), require employers to make "reasonable accommodations" for persons with permanent disabilities.

**DON'T** pursue areas which legally are "out of bounds," even if the applicant brings them up. Stick to the job duties. For instance, if an applicant raises concern over child care arrangements, explain the work hour requirements of the job and allow the applicant to make his/her own assessment.

**DON'T** indicate that you already have someone in mind for the position. The interview process should be an open process where all applicants receive equal consideration.

**DO** remember that most of the tips above also apply to what you say outside of the interview. In the event that a discrimination claim is filed, comments made outside of the interview can come back to haunt you when co-workers are asked to answer under oath regarding what was said "in private." Remember, keep an open mind and don't draw conclusions or make assumptions you can't defend.

## Exhibit H: Preparing the Job Offer and Contract Approval Process

 The development of a "term sheet" that outlines each of the financial and human resources benefits included in the offer – the elected body can work through this list that includes but is not limited to: Salary, deferred compensation, severance, retirement benefits, health, life, and dental insurance, housing assistance, car or car allowance, technical devices (laptop, tablet, cell phone), moving expenses, interim housing, preemployment medical screenings and start date.

This list should then be shared with the finalist candidate to ensure there is alignment. The elected body may want to designate someone to negotiate some of the terms of the offer.

- Once the general terms are agreed upon, the agreement/contract can be drafted and will include financial and benefits terms as well as other employment language dealing with cause for dismissal, etc. This is typically prepared by the city or county attorney.
- The finalist candidate is provided with the draft contract and given the opportunity to review it with their attorney.
- Once the parties agree on the contract, they can then coordinate the announcement of the contract approval date and the candidate's departure from their current position.

## Exhibit I: Sample Employment Agreements

The following are links to sample employment agreements.

Link to ICMA Model Employment Agreement

https://icma.org/documents/icma-model-employment-agreement-editable

This document serves as a model employment agreement template for administrators of municipal governments. The document is available to the ICMA members.

Texas City Management Association CM Agreement:

https://www.tcma.org/DocumentCenter/View/156/Sample-Employment-Agreement-with-Benefit-Options-PDF

This agreement is available to the public.

Agreements specific to Florida may be found online from various cities and counties by doing a web search for either *Florida city manager employment agreements* or *Florida county administrator employment agreements*.

Note:

20-Week Limit on Severance Pay in Florida: All agreements after July 1, 2011, must comply with Florida Statute Section 215.425 (4)(a)(1)&(2) as follows:

(4)(a) On or after July 1, 2011, a unit of government that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an officer, agent, employee, or contractor must include the following provisions in the contract:

1. A requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation.

2. A prohibition of provision of severance pay when the officer, agent, employee, or contractor has been fired for misconduct, as defined in s. <u>443.036(29)</u>, by the unit of government.

On the next page please see a sample Florida Manager Employment Agreement based on a 2023 City Manager search.

#### SAMPLE FLORIDA EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into, by, and between the City/ County of \_\_\_\_\_\_ and \_\_\_\_\_\_ ("Manager").

WHEREAS, after due consideration and deliberation in accord with law, the Commission (hereafter Commission) of the \_\_\_\_\_\_ has determined to offer the position of City/ County Manager to ; and

WHEREAS, Manager has determined to accept the position; and

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

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/ County agrees to employ, and Manager agrees to be employed in the position of City/ County Manager on the terms and conditions herein stated and as set forth in the Charter of the City/ County of \_\_\_\_\_\_ and the Code of Ordinances of the City/ County of

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 \_\_\_\_\_\_.

5. Base Salary. The annual base salary of the Manager shall be \$\_\_\_\_\_. The base salary shall not be decreased during the term of this Agreement. The City/ County 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 Commission may determine appropriate per the Manager's Performance Evaluation Process. At a minimum, the annual base salary shall be increased by any cost-of-living adjustment, or other increases provided to non- represented employees.

<sup>3.</sup> Duties. Manager will perform the functions and duties of City/ County Manager as specified in Section\_\_\_\_\_\_ of the City/ County Charter and City/ County 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 Commission shall from time-to-time assign. The Manager shall give his/ her best efforts in performing these duties.

6. Performance Evaluation Process. An initial "check-in" evaluation will be undertaken six months following the Manager's appointment. A subsequent comprehensive performance evaluation will take place six months thereafter (i.e., at the end of the Manager's initial year of employment). Upon attainment of a successful annual performance evaluation, as determined by the Commission, Manager shall be eligible for a base salary adjustment. Thereafter, performance evaluations will occur on an annual basis with any base salary adjustment to be dependent upon the results of the evaluation and consistent with approved Annual Budget appropriations. The Commission shall evaluate/review the performance of the Manager in a public meeting, subject to a process, form, criteria, and format which shall be mutually agreed upon by the Manager and the Commission. The Commission shall provide the Manager with a written summary stating the findings of the Commission and provide an adequate opportunity for the Manager to discuss their evaluation with the Commission.

7. Termination.

a. Employment may be terminated with or without cause by the City/ County or Manager, in accordance with the procedures provided herein. If the City/ County chooses to terminate the Manager, the Commission must approve terminating the Manager in accordance with procedures set forth in Section \_\_\_\_\_ of the City/ County Charter and Code of Ordinances, as they may be amended from time to time.

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/ County shall have the option to terminate Manager's employment, in accordance with the procedures set forth in the City/ County 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/ County shall pay a designated beneficiary of the Manager, or his/ her estate, all accrued compensation due Manager as of the date of his/ her death. The City/ County shall have no other liability to the Manager, his/ her estate, heirs, or beneficiaries, and neither the Manager beneficiary nor estate will be entitled to any severance pay.

d. If the City/County, citizens or State of Florida acts to amend any provisions of the City/ County 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 7(d) shall constitute a termination without cause for purposes of entitlement to severance benefits under section 8 (b).

e. Termination shall occur when the City/ County 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/ County and Manager. The Manager may terminate with the City/ County by directing written notice of termination to the City/ County by certified or registered mail, returned receipt requested or by filing with the City/ County Clerk with a copy to the Mayor/ Commission Chair. In the event of such termination, Employee shall not be entitled to receive the severance pay provided for in the Employment Agreement.

#### 8. Severance.

a. The Employment Agreement shall immediately terminate, and Manager shall not be entitled to the severance benefits 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/County's interests, a deliberate violation or disregard of the standards of behavior to which the City/ County 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/ County's interests or of Manager's duties and obligations to the City/County, including but not limited to conduct resulting in material harm to the City/County, willful neglect or failure to perform his or her 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. Pursuant to the provisions of the City/ County Charter, the City/ County may by majority vote of the Commission with or without cause remove the Manager from office in accordance with Section

\_\_\_\_\_\_ of the City/ County Charter. If the Manager is terminated without cause, as defined in Section 215.425 (4)(a) 1 Florida Statutes, he/ she shall receive twenty (20) weeks of pay equal to his thencurrent salary and earned and unused vacation, and retirement benefits. During the severance period, Manager will also continue to be enrolled in his City's/ County'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/ County shall not be obligated to pay severance and related benefits.

c. If the Employment Agreement is terminated by City/ County and the Manager is entitled to severance benefits, Manager must execute a general and full release releasing the City/County, its officials, officers, employees, attorneys, and agents from any and all obligations, claims or liabilities

arising out of Manager's employment with the City/County, 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/ County 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/ County from its obligations to indemnify the Manager under the Indemnification & Bonding section of the Employment Agreement.

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

10. Retirement, Deferred Compensation.

a. The City/ County 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. In addition to the Manager's base salary paid by the City/ County to the Manager, the City/ County agrees to pay, on behalf of the Manager, an amount equal to, but not less than, a total of \_\_\_\_\_\_ percent (\_\_%) of Manager's base salary into the 401(a) retirement plan, in equal proportionate amounts each pay period. The Manager shall be required to contribute \_\_\_\_\_ percent (\_\_%) of the Manager shall be required to contribute \_\_\_\_\_\_ percent (\_\_%) of the Manager's current base salary annually on a pre-tax basis as a condition of participation. The City/ County shall disclose to the Manager the financial impact of any amendment to the terms of the Manager's retirement benefits.

The City/ County agrees to execute all necessary agreements for the Manager's participation in the City's/ County's 401(a) plan to reflect the following vesting schedule (for the City's portion of contributions) is as follows:

i. After completion of the 1st year of employment: \_\_%

ii. After completion of the 2nd year of employment: <u>%</u>

c. The City/ County 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.

d. It is noted that the City/ County also participates in the Federal Social Security System with associated Employee and Employer required contributions

11. Insurance & Benefits:

a. The City/ County 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/ County non-

represented employees. Coverage will commence on the 1st of the month following the Manager's initial thirty (30) days of employment.

b. The City/ County shall provide the Manager with life insurance as provided other City/ County non- represented Employees. The life insurance policy premium shall be paid 100% by the City/ County with insured amount equal to one time (1X) the Manager's base salary, rounded up to the nearest \$500.00, up to a maximum policy limit of \$\_\_\_\_\_.

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

d. The Manager shall receive \$\_\_\_\_\_ per pay period (\$\_\_\_\_\_ annually) as Personal Insurance Credit (PIC) to be used towards the purchase of Manager's selected City/County-provided health insurance plan. Said amount shall be adjusted upward to be consistent with any increases approved for non-represented employees.

12. Vacation and Sick Leave.

a. The Manager shall be provided with vacation leave in accordance with the policies applicable to all City/ County employees and shall be credited with \_\_\_\_\_ weeks of front-loaded vacation pay upon commencement of employment. The Manager shall also accrue vacation leave at the rate of \_\_\_\_\_\_ hours per pay period (equates to \_\_\_\_\_\_ weeks annually) commencing on his/ her first date of employment for his/ her first year of employment. Following the completion of the Manager's initial year of employment, he/ she shall accrue vacation leave at the rate of \_\_\_\_\_\_ hours per pay period (equates to \_\_\_\_\_\_ weeks annually). Upon termination, whether voluntary or involuntary, Manager shall be entitled to compensation for all accumulated and unused vacation leave.

b. Per City/ County Personnel Policy, Manager's vacation pay accrual is subject to a maximum of \_\_\_\_\_ hours. After five years of employment with the City/County, Manager may convert/cash out up to \_\_\_\_ hours of vacation pay one time per fiscal year, provided they have taken at least \_\_\_\_\_ hours in the previous 12 months.

c. The Manager shall be provided with sick leave as provided for other non-represented City/ County Employees, accrued at \_\_\_\_hours per pay period. (\_\_\_\_hours per year). Per City/ County Personnel Policy, there is a cap of \_\_\_\_\_hours on sick leave.

d. Upon termination, whether voluntary or involuntary, the City/ County shall compensate the Manager for all accrued vacation leave. Said compensation shall be based upon the Employee' s salary as of the date of employment termination.

e. Holidays are established in the City's/ County's Personnel Policy Manual. As of the date of this Agreement, there are \_\_\_\_ designated holidays plus birthday/ floating holiday.

13. Other Terms and Conditions of Employment:

a. The Commission 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/ County Charter, the Code of Ordinances, as they may be amended from time to time, Dr any other applicable law.

b. All benefits, regulations, and rules of the City/ County as they now exist or hereafter may be amended, that apply to non-represented City/ County 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/County, 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/ County and the community, the Manager may elect to accept limited teaching, consulting, or other business opportunities with prior approval of the Commission 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 \$\_\_\_\_\_ per month for expenses, including maintenance, repairs, gasoline, and insurance associated with his use of his/ her own vehicle within the City/ County(and, in lieu of mileage expenses, within the State of Florida). Manager shall maintain his/ her own vehicle insurance in an amount not less than \$\_\_\_\_\_ dollars per claim, and \$\_\_\_\_\_ dollars per incident. Said insurance shall be with a company acceptable to the City/ County and shall not be construed or constitute a waiver to the City's/ County's sovereign immunity protection.

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

14. Housing Relocation. Pursuant to the City/ County Charter, the Manager need not be a resident of the City/ County or state at the time of appointment but shall reside in the City/ County while in office. It is understood that the Manager will be initially moving to \_\_\_\_\_\_ individually, with his/ her family relocating later to allow his/ her children to complete their academic year in their present schools. Manager will have three (3) months to find housing within the corporate boundaries of

and shall thereafter maintain his/ her legal domicile within the corporate boundaries of throughout his tenure. The City/ County will provide the Manager a one-time payment for the cost of the Manager's relocation of his household within the City's/ County's corporate limits within twelve (12 months) of appointment. Manager to secure quotes from moving companies to determine a reasonable lump sum amount (to be determined closer to the move date) which will be provided to the Manager to use for relocation purposes.

15. Travel Expenses. The City/ County will provide the Manager a one-time payment for travel expenses in the amount of \$\_\_\_\_\_,

16. Dues & Subscriptions.

a. The City/ County 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/County. Manager must become and remain a continuous member in good standing with both the International City/ County Management Association (ICMA) and the Florida City/ County Management Association (FCCMA) throughout his tenure with the City/County.

b. The City/ County 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/ County deems necessary and desirable.

17. Professional Development. The City/ County 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/County, 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. The City/ County 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/ her professional development and for the good of the City/County.

18. Ethical Commitments. Manager shall not engage in any conduct which could reflect unfavorably upon the City/County, Manager will at all times uphold the ethics rules, regulations, and laws of the State of Florida. Manager must comply with all lawful Commission directives; state, local, and federal laws; and the City's/ County's policies, rules, ordinances; and City/ County Charter. Failure to comply with ethical commitments shall constitute cause for termination with cause.

19. Indemnification, Bonding.

a. The City/ County 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/ County 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/ County 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/ County 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/County.

c. The City/ County shall be responsible and have authority to compromise and settle any such clam or suit and pay the amount of any defense, settlement, or judgement rendered thereon. The Manager shall cooperate fully with the City/ County in the settlement, compromise, or trial of any such claim. The provisions of any City/ County policy or ordinance regarding the indemnification of the City's/ County'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.

Agreed to on (Date\_\_\_\_\_, 202\_).

Manager

City/ County of \_\_\_\_\_

Mayor/ Commission Chair

City/ County of \_\_\_\_\_

City/ County Clerk

## **AGENDA ITEM NO. 9**

## **OTHER BUSINESS**

## AGENDA ITEM NO. 10

## ADJOURNMENT