

**MAY 9, 2025**

**SPECIAL  
CITY COMMISSION MEETING**

**AT 10:30 A.M.**

**HOLIDAY INN HARBORSIDE  
401 2<sup>ND</sup> STREET  
INDIAN ROCKS BEACH, FL. 33785**



# City of Indian Rocks Beach

*1507 Bay Palm Boulevard, Indian Rocks Beach, Florida 33785*  
*[www.indian-rocks-beach.com](http://www.indian-rocks-beach.com)*

## AGENDA

**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 ROOM  
INDIAN ROCKS BEACH, FLORIDA 33785**

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

1. **DISCUSSION:** Request for Proposal for Municipal Legal Services.
  2. **DISCUSSION:** Recruitment of a New City Manager.
  3. **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 [kornijtschuk@irbcity.com](mailto:kornijtschuk@irbcity.com), no later than FIVE (5) days before the proceeding for assistance.

### NEXT REGULAR CITY COMMISSION MEETING

**TUESDAY, May 13, 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**

## **Discussion Request for Proposals for Municipal Legal Services**

**Draft of City Commission  
Memorandum for May 13, 2025,  
Regular City Commission Meeting**

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

**FOR MEETING OF:** May 13, 2025

**AGENDA ITEM:** 8 A

**ORIGINATED BY:** Lorin A. Kornijtschuk, City Clerk

**AUTHORIZED BY:** Brently Gregg Mims, City Manager

**SUBJECT:** Authorization to Issue a Request for Proposals (RFP) for Municipal Legal Services.

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**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.

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**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.

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**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.

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**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**  
**Dunedin**  
**Belleair Beach**  
**Kenneth City**





**CITY OF DUNEDIN**

**REQUEST FOR PROPOSAL  
SPECIFICATIONS AND INSTRUCTIONS  
CITY ATTORNEY SERVICES  
RFP 19-1140**

**PROPOSALS ACCEPTED UNTIL  
2:00 PM THURSDAY, AUGUST 29, 2019**

**AT**

**DUNEDIN PURCHASING SECTION  
750 MILWAUKEE AVENUE  
DUNEDIN, FL. 34698**

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**CITY OF DUNEDIN  
CITY ATTORNEY SERVICES  
RFP 19-1140**

**REQUEST FOR PROPOSAL (RFP) PROCEDURES**

The City of Dunedin is seeking sealed proposals from attorneys or firms qualified to provide City Attorney related services encompassing comprehensive legal representation for the City of Dunedin, City Commissioners, Charter Officials, Executive Staff, and the Citizen Boards and Committees.

Proposals submitted in response to the RFP must provide sufficient detail and information to complete an evaluation of their merit. The instructions contained herein must be followed to be considered responsive to the RFP. The City reserves the right to reject any or all responses.

Proposals shall be based on the attached Scope of Work/Services. You may obtain the RFP in person at the address below or by emailing your request to [cankney@dunedinfl.net](mailto:cankney@dunedinfl.net).

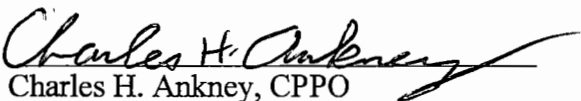
**Sealed Proposals:** Responses to this request for proposal (**please submit one signed unbound original, five (5) copies and one (1) cd copy**) should be submitted in a sealed envelope, clearly identified as:

**RFP 19-1140  
"City Attorney Services"  
2:00 PM THURSDAY, AUGUST 29, 2019  
DO NOT OPEN IN MAILROOM**

Responses should be mailed or delivered to:

**City of Dunedin  
Municipal Services Building  
Purchasing Section  
750 Milwaukee Ave.  
Dunedin, Fl. 34698**

Proposals are **due** no later than the time and date noted above. Any proposals received after that time and date will not be opened. Any individual requiring special assistance must notify the Purchasing Office in writing 48 hours in advance so that arrangements can be made.

  
Charles H. Ankney, CPPO  
Purchasing Agent

## **SECTION B GENERAL CONDITIONS**

Respondents are required to submit their proposals upon the conditions expressed in these instructions.

### **1. RESPONDENT'S ABILITY:**

It is the intent of the City to award the contract for this work to a Respondent whose experience, skill, and financial resources are fully equal to the task of providing the required professional services. Upon request by the City, any Respondent shall be prepared to submit an attested statement of his ability, financial status, and history.

### **2. PROPOSAL GUARANTEE**

Decision on the acceptance or rejection of the various proposals will be made as soon as practicable after proposals are received, but the right is reserved by the City to defer action on awarding a Contract for ninety (90) calendar days.

### **3. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED**

Proposals are solicited on the basis of the evaluation criteria set forth in the RFP documents. Award of the Contract will be completed in accordance with the terms of this RFP.

### **4. ASSIGNMENT OF CONTRACT**

The act of submitting a proposal in response to this RFP shall constitute an agreement that no assignment of any resulting Contract shall be made without the written consent of the City.

### **5. CANCELLATION OF CONTRACT**

The City of Dunedin reserves the right to terminate the Contract under the terms of this RFP and any terms negotiated in any Contract.

### **6. PREPARATION OF PROPOSALS**

The Respondent's proposal shall be submitted as required by the RFP documents in accordance with these instructions. Completeness and attention to detail are factors in the evaluation of the proposals.

### **7. REJECTION OF PROPOSALS**

The City reserves the right to reject any proposal that it deems to be non-responsive to the requirements of the specifications.

The judgment of the City shall be final in determining the capability, experience, and ability of the Respondent to successfully provide the required professional services. Failure to convince the City of such capacities shall result in the rejection of the response.

The City reserves the right to reject any or all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any item or combination of items, in keeping with the best interests of the City.

## 8. COSTS INCURRED BY RESPONDENT

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Respondent(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Respondent prior to Contract commencement.

## 9. INQUIRES AND ADDENDA

Each Respondent shall examine the RFP documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made ten (10) days prior to the proposal submission date through the City of Dunedin's Purchasing Manager, Chuck Ankney, at 750 Milwaukee Ave. Dunedin, Fl. 34698; or fax to 727-298-3078. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective Respondents who have requested a copy of the RFP. However, it shall be the responsibility of each Respondent, prior to submitting a response, to contact the City of Dunedin's Purchasing office (727-298-3077) to determine if addenda were issued and to make such addenda a part of the response

## 10. INSURANCE REQUIREMENTS

### A: General:

Before starting and until the termination of the Contract, the firm shall procure and maintain insurance of the types and the limits specified in paragraphs (1) through (5) below.

### B: Coverage and Limits:

#### 1. Insurance

The firm shall provide the following described insurance, except for coverage specifically waived by the City, on policies and with insurers acceptable to the City.

These insurance requirements shall not limit the liability of the firm. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the firm's interests or liabilities, but are merely minimums.

Except for workers' compensation and professional liability, the firm's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this Contract.

Except for workers' compensation, the firm waives their rights of recovery against the City, to the extent permitted by its insurance policies.

The firm's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The firm is responsible for the amount of any deductible or self-insured retention.

#### Minimum Limits for Liability Coverage

The firm shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence and a \$2,000,000 policy aggregate for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required for Workers' Compensation Coverage section) and the total amount of coverage required.

#### 2. Commercial General Liability

The occurrence form of Commercial General Liability must be provided.

Coverage A shall include premises, operations, products and completed operations, independent Contractors, contractual liability covering this Contract, and broad form property damage coverage.

Coverage B shall include personal injury coverage C, medical payments, is not required.

#### 3. Business Auto Liability

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

#### 4. Workers Compensation Coverage

The firm shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$1,000,000 policy limit for disease.

#### 5. Professional Liability

The firm shall procure and maintain for the life of this contract, Professional Liability Insurance. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 per occurrence with deductible or self-insured retention (SIR) indicated.

#### D: Hold Harmless:

The firm shall hold the City, its employees, agents and elected officials harmless against all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use resulting therefrom, arising out of performance of the Contract, including the acts of the subcontractors, unless such claims are a result of the City's own negligence.

##### 1. Consideration for Hold Harmless/Payment on Behalf

The firm agrees to accept, and acknowledge as an adequate amount of remuneration, the consideration of \$10 for agreeing to the Hold Harmless, Payment on Behalf of City, Insurance and Certificates of Insurance provisions in this agreement or contract.

##### 2. Payment On Behalf Of City

The firm agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

#### E: Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change (increase in rate, elimination of key coverage, etc.) New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the firm shall furnish complete copies of the firm's insurance policies, forms and endorsements. For Commercial General Liability coverage the firm shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the firm's obligation to fulfill the insurance requirements herein.

#### F: Insurance of the Firm Primary

Insurance required of the firm shall be considered primary. Insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Additional Insurance and Certificates of Insurance provisions of the Contract.

## 11. LOBBYING

Lobbying of Evaluation Committee members, City of Dunedin employees, or elected officials regarding Request for Proposals (RFP's), Bids or Contracts, by the Respondent or any member of the Respondent's staff, an agent of the Respondent, or any person employed by any legal entity affiliated with an organization that is responding to the RFP, Bid or Contract is strictly prohibited upon advertisement and shall be prohibited until a written recommendation of award is made. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any RFP, Bid or Contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any RFP proposal, Bid or Contract to be rejected.

## 12. PUBLIC ENTITY CRIMES

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 or 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 Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list

## 13. INSPECTION/EXAMINATION OF PROPOSALS

Proposals will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within ten (10) days of the opening date, whichever is earlier (Reference Florida Statutes Chapter 119.071(b), unless authorized by the Purchasing Manager. Additionally, items specifically designated as "trade secrets" in compliance with Fla. Stat. Chapter 812.081 are exempt from Florida's Public Records Law (Fla. Stat. Chapter 815.045)

## 14. APPROPRIATIONS CLAUSE

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year in which this contract is executed and entered into and for which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall thereafter be released of all terms and other conditions.

## 15. NO COLLUSION

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposer or parties to this competitive proposal whatsoever.

## 16. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the opening of the proposals. Any late request for withdrawal will not be considered.



## 17. GOVERNING LAWS

Any contract(s) resulting from this RFP shall be governed by the Laws and Regulations of the State of Florida and the City of Dunedin. Venue shall be in Pinellas County, Florida.

## 18. CONFLICT OF INTEREST DISCLOSURE

Each proposer shall include a disclosure statement with their proposal specifying any potential conflict of interest, real or apparent, that the firm may have due to ownership, other clients, contracts, or interests associated with the City of Dunedin.

## 19. REQUIREMENT TO COMPLY WITH PUBLIC RECORDS LAWS

The firm is required to comply with Section 119.0701, Florida Statutes. The firm shall keep and maintain public records required by the City to perform the service.

Upon request from the City's custodian of public records, the firm shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, Florida Statutes or as otherwise provided by law.

The firm shall ensure that the records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the firm does not transfer the records to the City.

Upon completion of the contract, the firm shall transfer, at no cost, to the City all public records in possession of the firm or keep and maintain public records required by the City to perform the service. If the firm transfers all public records to the City upon completion of the contract, the firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the firm keeps and maintains public records upon completion of the contract, the firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (DENISE KIRKPATRICK) AT:

- (727) 298-3034;
- VIA EMAIL AT [DKIRKPATRICK@DUNEDINFL.NET](mailto:DKIRKPATRICK@DUNEDINFL.NET); OR
- AT 750 MILWAUKEE AVE., DUNEDIN, FL 34698.

## 20. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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

award or perform work as a contractor, supplier, subcontractor, or Contractor under contract with any public entity, and may not transact business with any public entity.

## **SECTION C**

### **SCOPE OF SERVICES**

### **CITY ATTORNEY SERVICES**

#### **1. BACKGROUND**

##### **1.1 City Services**

The City of Dunedin is a Florida municipality located on the Gulf of Mexico just north of Clearwater, Fl. in Pinellas County. The City has a population of approximately 37,000 people in a ten square mile area. Dunedin is a full service City that provides the following services:

- Water and Sewer
- Stormwater
- Municipal Marina
- Solid Waste Collection
- Fire
- Community Relations
- Economic & Housing Development
- Finance
- Human Resources & Risk Management
- Library
- I.T. Services
- Planning & Development
- Parks & Recreation
- Public Works & Utilities

The City operates under a Commission/City Manager form of government (strong City Manager) with four Commissioners and a Mayor. The term of office is four years with term limits of a maximum of two terms. The City has 375 full time equivalent employees and is responsible for a Fiscal Year 2019 Budget of over \$133.9M including operations, reserves and capital.

More detailed information on the City government and the services that it provides can be found at the City's website: <http://www.dunedingov.com>.

#### **2. PURPOSE**

The City is seeking proposals from attorneys or firms qualified to provide City Attorney related services encompassing comprehensive legal representation for the City of Dunedin, City Commissioners, Charter Officials, Executive Staff, and the Citizen Boards and Committees.

### 3. CONTRACT & TERM

The initial term will be for a period of three (3) years. The contract may be renewed for one (1) additional two-year period by mutual consent of both the City and the firm. Per the Commission-adopted Purchasing Policy, City Attorney services cannot exceed a maximum of 10-years without going through a Request for Proposal (RFP) process. Further, the City Commission will conduct annual evaluations of City Attorney performance at a regularly-scheduled Commission meeting.

The City will negotiate a contract with the selected firm based on the terms and conditions of this RFP and the firm's response.

### 4. CONTRACT TERMINATION

Either party may terminate the contract with ninety (90) days written notice to the other party.

### 5. STATEMENT OF WORK

#### 5.1 Scope of Services

The services to be performed will include the following:

- 5.1.1 The function involves primary responsibility for performing legal research, preparing opinions, advising City officials, and conducting complex civil suits.
- 5.1.2 The City Attorney plans, coordinates and directs the legal activities of the City. Work duties require close coordination with the City Commissioners, officials from other governmental units, and the City Manager.
- 5.1.3 The City Attorney shall serve as chief advisor to the City Commission, City Manager, and all City departments.
- 5.1.4 The City Attorney shall represent the City in all legal matters, including the bringing and defending of suits.
- 5.1.5 Attends all meetings and workshops of the Commission and other committees and boards of the Commission as required. For reference, the City Commission regular meetings are held at 6:00 pm on the first and third Thursday evenings each month. Meetings last approximately one (1) hour to four (4) hours. Meetings may occasionally last longer. The City Commission holds Work Sessions from 9:00 AM to noon (sometimes longer) on the first and third Tuesday morning of each month. In addition, the City Attorney is expected to attend Special Meetings, workshops and budget meetings as called and scheduled.

- 5.1.6 Advises the Commission and City Departments in reference to legal questions; provides staff assistance, legal research and counseling.
- 5.1.7 Drafts contracts, resolutions, ordinances and development agreements at the request of the City Commission and the City Manager.
- 5.1.8 The City Attorney shall review and approve all contracts, resolutions, and ordinances generated by City staff prior to consideration by the City Commission.
- 5.1.9 Represents the City during negotiations for the purchase of road rights of way and other property needed by the City.
- 5.1.10 Acts as co-counsel in complaints, suits or controversies for the City if a special counsel is employed.
- 5.1.11 The City Attorney shall represent the City by presenting cases before the Code Enforcement Board.
- 5.1.12 The City Attorney, at the request and direction of the City Commission or City Manager, may conduct investigations, compel appearances and make reports.
- 5.1.13 Prosecute and defend the City on all complaints, suits or controversies in which the City is a party. The City Attorney is responsible for prosecuting and defending the City in civil action when no counsel is provided by liability insurance or when the City's exposure exceeds its insurance coverage. The City Attorney is responsible for representing an employee or elected official of the City when named in a suit as a result of their official duties.
- 5.1.14 Maintain legal files and provide the City Manager copies of pertinent pleadings and orders in all litigation the City Attorney is handling for the City. On a monthly basis, the City Attorney will provide a brief written report on the status of litigation and other legal matters.
- 5.1.15 Keep the City Commission informed of legislation or judicial opinions that have potential impact to the City by way of memorandum, including regular updates on Florida Legislative Session bills of concern and any recommended courses of action on the part of the City
- 5.1.16 The City Attorney shall answer all Commission and Charter Official initiated requests for information and advice in a timely fashion.
- 5.1.17 By submission of a proposal, the proposer certifies that he/she has full knowledge of the scope, nature, quantity and quality of work to be performed, the minimum requirements of the City and the conditions under which the work is to be performed.

- 5.1.18 Knowledge of principles and practices of civil law, methods and practices of pleading and of effective techniques in presentation of cases in court, the state statutory law, and constitutional law.
- 5.1.19 Knowledge of all areas of municipal law, including, but not limited to, establishment of special taxing districts, negotiation of state-imposed Consent Orders and other areas of municipal law.
- 5.1.20 Ability to draft legal instruments, proposes legislation, and legal opinions; analyze, appraise and organize facts specific to cases. Must have the ability to present such material orally and/or written, in a clear, logical manner.
- 5.1.21 Must be able to analyze and evaluate a variety of legal documents and instruments, establish and maintain effective working relationship with City officials, other employees and the general public.
- 5.1.22 The City Attorney shall keep abreast of statutes, regulations, codes and applicable case law in all areas of responsibility at his sole expense.
- 5.1.23 Prepare ordinances, resolutions, contracts, legal property documents, written policies and procedures, correspondence and other written documentation necessary for the legal support of City functions and duties.
- 5.1.24 Provide bi-monthly office hours of 2 to 3 hours in length (as needed only) at a City-provided office for pre-scheduled meetings with staff.
- 5.1.25 Provide annual training opportunities to the City Commission, Board and Committees on Sunshine Law, Robert's Rules of Order, Public Records law, etc.
- 5.1.26 Process administrative fines or lien settlement requests
- 5.1.27 Excluded from these services should be specialized legal areas of law which the City would typically outsource. Such examples would include, but not be limited to tax law, finance and pension and employee benefits, intellectual property, creation of a specials district such as fire or lighting, civil rights and labor and employment law. If your firm provides any of these services in-house please identify and propose an hourly fee for said services.
- 5.1.28 All services shall be provided in compliance with Florida Statutes Section 112.313.

## 6. QUALIFICATIONS

6.1 The City Attorney shall meet the following qualifications criteria:

- 6.1.1 Graduation from an accredited law school in the USA.
- 6.1.2 Must be a member in good standing of the Florida Bar and have been admitted to practice in all courts of the State of Florida for at least (10) ten years. In addition, must be able to practice in the Federal Court system.
- 6.1.3 The City Attorney must have a minimum five years municipal/local governmental experience.
- 6.1.4 The awarded firm shall have an office located within fifteen (15) miles of the City of Dunedin. The attorney(s) representing the City shall be located in that office on a full-time basis.
- 6.1.5 The City Attorney must be Board Certified in Local Government law.

## 7. Schedule

The anticipated project schedule (subject to change) is:

- |                                |                           |
|--------------------------------|---------------------------|
| • RFP Advertised               | August 1, 2019            |
| • Proposals due to the City    | August 29, 2019           |
| • Evaluation Period            | August 30 – Sept. 20 2019 |
| • Commission Discussion Begins | October 1, 2019           |
| • Contract Start Date          | TBD                       |

## **SECTION D**

### **RESPONSE FORMAT & EVALUATION CRITERIA**

#### **1. RESPONSE FORMAT**

Proposals must be submitted in the format provided below, with each of the referenced sections addressed in full. Each of the sections described below must begin on a separate page, and each page must clearly state the name of the Proposer. City reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive to the requests for information contained herein.

##### **A. TITLE PAGE**

Show the RFP subject, name of firm, mailing address, telephone and fax number, name of the contact person, email address and date.

##### **B. TABLE OF CONTENTS**

Each proposal shall include a clear identification of the material by section and by page number.

##### **C. LETTER OF UNDERSTANDING**

State your understanding of work to be accomplished. Also, state the name of the person who will be authorized to make representations for the proposer, their title, address and phone, fax number(s) and email address. State that the person signing the letter has been authorized to bind the proposer. The response must be signed by a duly authorized officer or agent of the firm. Such officer or agent must present legal evidence that they have lawful authority to sign said proposal and that the signature is binding upon the firm. Include a statement that the proposal is a firm and irrevocable offer for the engagement period.

Identify the principal and secondary representatives providing the legal services to the City and acting as backup in case of absence. Provide name, title, addresses and telephone numbers.

Address the requirement of Conflict of Interest Disclosure as discussed in Section B.18.

##### **C. FIRM'S QUALIFICATIONS AND EXPERIENCE**

This section should include a brief history of the firm emphasizing the firm's qualifications in general and specifically for this project. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done. State the size of staff, number of professional staff and over-all experience of assigned staff for this project. Address Section C Item 6 items as appropriate.



#### D. PROPOSED ATTORNEY'S QUALIFICATIONS & EXPERIENCE

Submit a statement of qualifications and experience, including a resume, for each attorney that will provide legal services under the proposed contract. State additional qualifications addressing the items contained under Section C Item 6 of this RFP document.

Resumes should include the following information as a minimum:

1. Formal education.
2. Supplemental education relative to government.
3. Experience in municipal government: List other government entities with which the law firm now provides, or has provided, routine legal services and state in what capacity the services were provided (i.e. litigation, city attorney, etc.).
4. Describe any terminations, suspensions, reprimands, probations, or actions against any member of your firm by the Florida Bar in the last ten years.

#### E. COST/FEE PROPOSAL

Include a cost/fee proposal with your response. All costs shall be included. As a minimum, please include the following:

1. Review the scope of services in Section C Item 5.1. Confirm that each item of service is contained within the monthly retainer fee. If not, clearly state which are non-retainer services and detail which item below (i.e. litigation, special projects, bond and bank loan opinions, etc.) it would be considered.
2. State your monthly retainer fee for providing the complete scope of services as described in Section C Item 5.1 (except as excluded in item 1 above) of this proposal.
3. State your hourly rate for litigation services which may be over and above the normal services provided under the retainer.
4. State your hourly rate for special projects or ordinances developed outside your retainer. Provide examples of those you would typically exclude from your retainer. Please note, these services must be approved by the City Commission in advance to be eligible for compensation.
5. State your fees, as percentage of Bond Counsel fees, for bond and bank loan opinions related to debt financing, including bank and bond financing which may be taxable or tax-exempt issuances.

6. State your hourly fee for Code Enforcement Board representation and legal advice excluded from the retainer. Do likewise for Local Planning Agency support, if different.
7. State your hourly fee for real estate transactions if excluded from the retainer. If included in the retainer, please state as such.
8. If unable to provide a standard hourly rate for litigation, include a summary of litigation fees based upon the specific area being litigated. Litigation services shall be defined as the representation of the City, City employee or boards in any mediation, arbitration, administrative, civil, criminal, judicial or quasi-judicial proceeding (excluding quasi-judicial proceedings conducted by the City Commission). Litigation services include any pre-suit mediation or arbitration and time expended in an effort to avoid litigation. Pre-suit and avoidance matters must be approved by the City Commission before they may be separately billed. All litigation matters will be budgeted and approved in advance.
9. Provide an hourly rate fee schedule for your personnel and their area of expertise. Include such for paralegals, law clerks and administrative support.
10. The City Attorney shall be reimbursed for all travel (excludes travel to/from scheduled meetings) related expenses in compliance with the City's Travel Policy (See attached Dunedin Travel Policy (Exhibit II) with the exception of travel associated with attendance at meetings of the City Commission and necessary legal services in support of the City Commission which shall be included in the retainer. Firms shall affirm their agreement with this policy in their proposal.
11. Firms shall detail other reimbursement requirements for incidental or other expenses In their proposal. List your reimbursable charges for such expenses as photocopies, postage, long-distance telephone calls, deliveries and filing fees, etc., if applicable.
12. Hourly rates for non-retainer services shall be itemized to separately show Code Enforcement, utility liens, foreclosures, summons, surplus property sales, claims from tax deed sales, class action lawsuits, construction claims, policy preparation and bankruptcy claims, etc.
13. Any additional information considered essential to the proposal may be included in this section.

14. Describe any specialized legal services that your firm could provide that are typically outsourced by the City. State your hourly fee for such services. See Section C Item 5.1.27.
15. The fees for the first two years of the contract term shall be fixed. Please discuss a methodology to establish fees beginning in year three of the contract if you anticipate a change in fees.

## **2. EVALUATION CRITERIA & FIRM SELECTION**

Proposals will be reviewed by an Evaluation Committee (Committee). The Committee will develop a “qualifications matrix.” The matrix will indicate whether the firm is qualified in the various individual areas (based on the criteria listed below). In addition, Evaluator comments may be provided. The Committee will not be responsible for making a recommendation to the City Commission, but will determine if a firm meets the minimum qualifications requirements. The Evaluation Committee may interview each firm.

The list of qualified firms will be forwarded to the City Commission. The list will include the “qualifications matrix.” Individually, City Commissioners may conduct an interview with the person proposed by the firm to be the City Attorney. This is at the discretion of each City Commissioner.

The City Commission will discuss the firms, may require a presentation, perform a background check, and/or conduct a site visit to the proposer’s place of business as necessary. The City Commission will make the final decision and appoint the City Attorney.

Criteria used in determining a firm’s qualifications include:

- A. Practical experience and knowledge of Municipal Corporate Law and Operations.
- B. Demonstrated Experience in representing Public Entities.
- C. Dedicated Time Commitment of the Primary Legal Representative.
- D. Ability to Communicate Effectively and Prepare Written Documents.
- E. Clarity and Responsiveness of Proposal.
- F. Fee Proposal.

Negotiations may be conducted with the firm(s) whose proposal has been judged to best meet the needs of the City.

The City reserves the right to request any additional information needed for clarification from any firm for evaluation purposes.

**NOTICE OF  
REQUEST FOR PROPOSAL  
RFP #22-01  
TO PROVIDE  
LEGAL SERVICES (CITY ATTORNEY)  
FOR THE CITY OF BELLEAIR BEACH FLORIDA**

The City of Belleair Beach, Florida, (hereinafter referred to as the "City"), invites Legal Services Providers to submit a written proposal to provide the City with legal services (City Attorney) 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 Belleair Beach, Florida, by U.S. Postal Mail or hand delivery to the City Clerk's Office, City Hall, City of Belleair Beach, 444 Causeway Boulevard, Belleair Beach, Florida 33786 until Tuesday, April 12, 2022, at 2:00 p.m. Sealed proposals must be submitted marked: ATTENTION: CITY CLERK - CITY OF BELLEAIR BEACH – RFP: LEGAL SERVICES (City Attorney). The City's purchasing policy shall govern whether a proposal will be accepted after the stated deadline.

The RFP #22-01 document may be obtained from the City of Belleair Beach City Hall, 444 Causeway Boulevard, Belleair Beach, FL 33786, phone (727) 595-4646 or from the City Clerk at [pgentry@cityofbelleairbeach.com](mailto:pgentry@cityofbelleairbeach.com). Questions concerning the RFP #22-01 should be submitted in writing either by postal mail to Lynn Rives, City Manager, City of Belleair Beach, 444 Causeway Boulevard, Belleair Beach, Florida 33786, or by email to [lynn.rives@cityofbelleairbeach.com](mailto:lynn.rives@cityofbelleairbeach.com) no later than, Monday, March 28, 2022.

**SECTION I  
OVERVIEW**

The City of Belleair Beach, Florida, is requesting proposals from independent legal service providers licensed to practice law in the State of Florida to perform the legal services described herein.

The City Council seeks a City Attorney who is an exceptional communicator with proven local government experience and an exceptional understanding of the council-manager form of government. The ideal Candidate will professionally manage the duties and responsibilities of the office, and promptly provide accurate information to the City Council and City Staff.

The selected candidate/principal will be assertive yet respectful in providing concise and sound recommendations to City Council and City Manager, while also helping to accomplish the goals of the governing body in an innovative and creative way.

The chosen candidate will possess exceptional interpersonal skills, composure, a collaborative work philosophy, and a keen ability to work with a variety of diverse groups and issues.

The City Attorney should be skilled at building and maintaining positive working relationships with internal and external stakeholders and have the ability to be politically savvy while remaining politically neutral.

A strong ethical character is a desired characteristic for the City Attorney.

The City Attorney should have the skills and experience and/or the practice staff necessary to manage most municipal government legal matters, but also know when it is necessary to seek the assistance of outside counsel.

The chosen candidate/principal assigned to the City will hold a Juris Doctor from an accredited school of law and be licensed to practice law in the State of Florida. Florida local government experience is required.

Demonstrated experience and expertise in local government and agreements of all types and sizes is essential. A solid understanding of laws pertaining to open record requests and open meetings and an exceptional understanding of Robert's Rules of Order is important. A background in legislative issues is highly desired.

The City Attorney should have experience and knowledge of municipal law, contract law, constitutional law, labor law, land use, ADA experience and environmental law, property law, and tort law. The chosen candidate should have experience and familiarity with civil procedure and misdemeanor prosecution.

The City is currently addressing issues related to construction contracts, general services contracts, Code of Ordinance amendments, and future Charter Review. It will be important for the City Attorney to be well versed in these areas.

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

1. As the chief legal advisor and attorney for the City of Belleair Beach, the City Attorney is appointed by, and reports directly to the City Council, while working closely with the City Manager.
2. Advise all offices, departments, Boards and Committees of the organization in legal matters. (Except those that are independent tribunals as set forth in the charter)
3. Draft and approve ordinances, resolutions, and contracts.
4. Manage public records requests.
5. Advise the City Council, 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 if requested.
6. Upon the City Attorney's own initiative or upon the direction of the City Council, 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 Council approval, such legal proceedings as may be necessary or desirable on behalf of the City.

7. When deemed for the best interest of the City, 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.
8. Perform other duties as the City Council and City Manager may direct or request.
9. Offer legal advice on items requiring City Council action with appropriate recommendations based on analysis and experience.
10. Provide the City Council and City Manager with timely information on litigation, proposed litigation, and legal issues.
11. Effectively represents the City Council on potential legal problems in negotiations and hearings as required.
12. Practice preventative law, i.e., advise City Council and City Manager of potential legal problems.
13. Make appropriate data available to the media on legal issues related to the City, as directed by the City Council.
14. Maintain an effective relationship with the City Council, City Manager, and Staff.
15. Manage litigation effectively by preparing witnesses for trial, hearings, meetings, and depositions.
16. Deal effectively with unexpected or disturbing issues in group settings.

Price quotations 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.

## Submission Procedures

Ten (10) copies of the proposal (one for each elected member of the City Council plus the official file and staff) plus one (1) complete copy in PDF format are to be submitted in a sealed envelope to:

**Patricia Gentry, City Clerk**  
**City of Belleair Beach**  
**444 Causeway Boulevard**  
**Belleair Beach, FL 33786**

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

**CITY OF BELLEAIR BEACH – RFP 22-01: Legal Services**

**April 12 2022 @ 2:00 P.M.**

The deadline for submission of proposals is April 12, 2022, at 2:00 p.m. No modification or addenda will be accepted after the closing dates stated above unless, in the opinion of the City Council, it is in the best interest of the City of Belleair Beach to do so.

### Additional Information and Specification Changes

Request for additional information and questions should be addressed to Lynn Rives, City Manager, City Hall, City of Belleair Beach, 444 Causeway Boulevard, Belleair Beach, FL 33786, or by email [lynn.rives@cityofbelleairbeach.com](mailto:lynn.rives@cityofbelleairbeach.com)

Questions and requests for additional information must be submitted in writing by Monday, March 28, 2022.

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 Candidate'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 Council Member, or employee of the city with the sole exception being Lynn Rives, City Manager will be grounds for disqualification of the Candidate at the option of the City Council. This limitation is in effect from the date of the publication of this RFP until a contract is recommended by the City Council. The Candidate may respond to questions initiated by a City Council Member once the contract is placed on the City Council agenda.



**ITEM 2.** If applicant is a Candidate, a statement identifying the principal in the Candidate who is proposed to be designated as the City Attorney.

**ITEM 3.** A statement of the Candidate's procedure and practice for handling billable out-of-pocket expense matters, including billable travel time to and from city hall and other locations.

**ITEM 4.** A statement that the City Attorney will provide the City Council and the City Manager with status reports on pending matters monthly.

**ITEM 5.** A statement that the Candidate, 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 6.** A statement that the Candidate, if awarded a contract with the City, agrees that the City Attorney will attend all meetings, and work sessions, (if requested) of the City Council and additional meetings as requested, but that, on occasion may be represented by an associate in the absence of the City Attorney.

**ITEM 7.** A statement that the Candidate will not offer any contribution (monetary or in-kind services), nor offer any legal assistance or advice to a candidate for City elective office (including elected officers and officers elect) during an incumbent's term or to a new candidate prior to and following the award of a contract to that Candidate by the City Council. 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 candidate 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 Belleair Beach in accordance with the factors set forth below and narrowed to a field of two (2) to five (5) proposals. The finalists may be invited, at the sole discretion of the City Council, to present their proposals in a personal interview at a time and place to be designated by the City Council. Any Candidate should be prepared to attend a personal interview, upon one week's notice after submission of the proposal.

## **SECTION V**

### **SCOPE OF WORK**

The successful Candidate will serve as City Attorney for the City of Belleair 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 Council Work Sessions.
2. Service at Council Meetings.
3. Service for Code Enforcement.
4. Service at Planning and Zoning Board Meetings.
5. Service at Charter Review Board Meetings
6. Service at other Council Appointed Boards as allowed by law or charter.
7. Service to the City Manager and Staff.
8. Service at other meetings as determined by the City Council or City Manager.

## **SECTION VI**

### **PROPOSAL OUTLINE AND CONTENT**

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 Candidate's understanding of the work to be done and statements that the Candidate will comply with the requirements set forth in this RFP and City administrative guidelines.
  2. The proposal shall be signed by a person(s) authorized to legally bind a Candidate (including title of person, address, e-mail, and telephone number) and shall contain a statement that the proposal contained therein shall remain Candidate for a period of one hundred eighty (180) days from and after the date of proposal submittal.
  3. A brief statement that as a condition for submitting this proposal, the Candidate agrees that any decision of the City regarding the award of this contract, if any, is final, and the Candidate agrees not to litigate any issue concerning the selection process. Further, a brief statement that should the Candidate 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 regarding 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) including email addresses and website URL, 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.
  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 manage 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 Candidate or attorney, and a disclosure of the ownership and names of the Principals 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 Candidate will track all open legal matters and report the status of such activities to the City Council and City Manager in a timely manner, at least monthly and as circumstances warrant.
  7. Willingness to work closely with the City Manager, Boards and Committees, and other departments/employees of the city, as necessary.
  8. All Attorneys who may provide service to the city are in good standing with the Florida Bar. (Attach a copy of each Attorney's certificate)
- E. **Resumes.** The proposal shall include resumes for all personnel who will be involved in providing legal services to the City of Belleair 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.

List of any pending ethics actions against any of the firm's attorneys.

List of any malpractice actions against the firm or attorneys, along with details of any settlement or litigation malpractice actions against the firm or attorneys for the past (7) seven years.

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) year's experience in the field of municipal law is preferred.

- F. **Fee Schedule.** The Candidates 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	

Other \_\_\_\_\_

- G. **Employment Opportunity.** Prior to entering into a contract with the City of Belleair Beach, the Candidate("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, sexual orientation, 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, sexual orientation, 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 Council, 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.

- H. 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.
- I. Insurance. The Candidate 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 Council, 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 Candidate shall maintain the following insurance coverage in the following amounts:
- (1) Worker's Compensation including Broad Form All States Endorsement Statutory amount.
  - (2) Professional Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate.
  - (3) 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 subordination 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 City Attorney shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed to maintain in effect the required coverage. If the City Attorney does not comply with this requirement, the City Council, at its sole discretion, may immediately suspend the City Attorney from any further performance under this Contract and begin procedures to terminate for default.

## **SECTION VII**

### **CONDITIONS OF SUBMISSION**

The Candidate shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of the City of Belleair Beach for any reason. The Candidate 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 product of the Candidate offering the proposal. This RFP is not to be construed as a contract or as a commitment of any; nor does it commit the City of Belleair 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 VIII**  
**CANDIDATE'S INFORMATION**

1. Candidate Name \_\_\_\_\_
2. Candidate's Mailing Address \_\_\_\_\_
3. Candidate's Physical Address \_\_\_\_\_
4. Contact Name \_\_\_\_\_
5. Contact's Telephone No. \_\_\_\_\_
6. Contact's Facsimile No. \_\_\_\_\_
7. Contact's E-mail Address: \_\_\_\_\_
8. If you are 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)
9. References: Please provide a list of four (4) references of client organizations that the Candidate is currently representing or has represented. The city may request information from these sources.

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 \_\_\_\_\_

### **CERTIFICATION**

1. I/We understand, acknowledge and agree that the City of Belleair 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 Council 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 Belleair Beach or any of its employees and officials.

I/We understand, acknowledge and agree that the City Council reserves the right to reject all proposals and to accept any offer received, whether or not the offer is the lowest price offer received.

3. I/We understand, acknowledge and agree that any complaint made by a proposer made regarding the selection process or any contract award relating to the RFP will void any proposal filed by the complaining proposer.
4. I/We understand, acknowledge and agree that any contract awarded herein shall not entitle the successful proposer to perform work for the City of Belleair Beach on an exclusive basis.
5. I/We understand, acknowledge and agree that the City Council retains the discretion to use or not to use the services of any successful proposer under this RFP and that any contract award does not guarantee that the successful proposer will be requested to perform work under the contract.
6. I/We understand, acknowledge, and agree that the City Council 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 Council, proof of insurance in the form and amounts satisfactory to it.

7. 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 Candidate and the City resulting from this solicitation.
8. 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 Council.
9. I/We understand, acknowledge and agree that the successful Candidate will be expected to adhere to billing procedures of the City of Belleair Beach and to all standard contractual requirements of the City. The City Attorney shall provide legal services in accordance with this RFP, as they may be amended from time to time.
10. I/We understand, acknowledge and agree that the City Council and/or City Manager will be responsible for monitoring day-to-day services of the Candidate delivered to the City. The City Attorney shall promptly report any conditions, transactions occurrences, events, situations, or circumstances encountered by the Candidate, 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 Candidate 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 designated 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. \_\_\_\_\_**

**NOTARY PUBLIC** \_\_\_\_\_

**SEAL**

**NOTICE OF  
REQUEST FOR PROPOSAL  
RFP #22-01  
TO PROVIDE  
LEGAL SERVICES (CITY ATTORNEY)  
FOR THE CITY OF BELLEAIR BEACH FLORIDA**

The City of Belleair Beach, Florida, (hereinafter referred to as the "City"), invites Legal Services Providers to submit a written proposal to provide the City with legal services (City Attorney) 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 Belleair Beach, Florida, by U.S. Postal Mail or hand delivery to the City Clerk's Office, City Hall, City of Belleair Beach, 444 Causeway Boulevard, Belleair Beach, Florida 33786 until Tuesday, April 12, 2022 at 2:00 p.m. Sealed proposals must be submitted marked: ATTENTION: CITY CLERK - CITY OF BELLEAIR BEACH – RFP #22-01: LEGAL SERVICES (City Attorney). The City's purchasing policy shall govern whether a proposal will be accepted after the stated deadline.

The RFP #22-01 document may be obtained from the City of Belleair Beach City Hall, 444 Causeway Boulevard, Belleair Beach, FL 33786, phone (727) 595-4646 or from the City Clerk at [pgentry@cityofbelleairbeach.com](mailto:pgentry@cityofbelleairbeach.com). Questions concerning the RFP #22-01 should be submitted in writing either by postal mail to Lynn Rives, City Manager, City of Belleair Beach, 444 Causeway Boulevard, Belleair Beach, Florida 33786, or by email to [lynn.rives@cityofbelleairbeach.com](mailto:lynn.rives@cityofbelleairbeach.com) no later than, Monday, March 28, 2022.

**NOTICE OF  
REQUEST FOR PROPOSAL  
RFP #2022-03  
TO PROVIDE LEGAL SERVICES (TOWN ATTORNEY)  
FOR THE TOWN OF KENNETH CITY, FLORIDA**

The Town of Kenneth City, Florida, (hereinafter referred to as the "Town"), invites Legal Services Providers to submit a written proposal to provide the Town with legal services (Town Attorney) 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 Town of Kenneth City, Florida, by U.S. Postal Mail or hand delivery to the Town Clerk's Office, Town Hall, 4600 58<sup>th</sup> Street North, Kenneth City, Florida 33709 until Wednesday, July 6, 2022 at 2:00 p.m. Sealed proposals must be submitted marked: SEALED PROPOSAL – TOWN OF KENNETH CITY – RFP #2022-03: LEGAL SERVICES (Town Attorney), July 6, 2022. The Town's purchasing policy shall govern whether a proposal will be accepted after the stated deadline.

The RFP #2022-03 document may be obtained from the Town Hall, 6000 54th Avenue North, Kenneth City, Florida 33709, phone (727) 498-8948, from the [Town Clerk at [cabezasa@kennethcityfl.org](mailto:cabezasa@kennethcityfl.org) or Demandstar]. Questions concerning the RFP #2022-03 should be submitted in writing either by e-mail to Pete Cavalli, Town Manager, Town of Kenneth City at [cavallip@kennethcityfl.org](mailto:cavallip@kennethcityfl.org) no later than, Wednesday, June 22, 2022.

## **SECTION I** **OVERVIEW**

The Town of Kenneth City, Florida, is requesting proposals from independent legal service providers licensed to practice law in the State of Florida to perform the legal services described herein.

The Town Council seeks a Town Attorney who is an exceptional communicator with proven local government experience and an exceptional understanding of the council-manager form of government. The ideal Candidate will professionally manage the duties and responsibilities of the office, and promptly provide accurate information to the Town Council and Town Staff.

The chosen candidate will possess exceptional interpersonal skills, composure, organizational skills, a collaborative work philosophy, and the ability to work with a variety of diverse groups and issues.

The Town Attorney should be skilled at building and maintaining positive working relationships with internal and external stakeholders and have the ability to be politically savvy while remaining politically neutral. The Town Attorney should have the skills and experience or the practice staff necessary to manage most municipal government legal matters, but also know when it is necessary to seek the assistance of outside counsel.

The chosen candidate/principal assigned to the Town will hold a Juris Doctor from an accredited school of law and be licensed to practice law in the State of Florida. Florida local government experience is required.

The Town is presently transitioning leadership and the Council is establishing its policy goals and appropriations for the coming fiscal year.

## **SECTION II**

### **SCOPE OF REQUESTED SERVICES**

#### **A. GENERALLY**

The Town of Kenneth City, which incorporated in 1957 is a small municipality located in southern Pinellas County. The Town is approximately .75 miles square and has a population around 5,000 residents. In 2013, the Town amended its Charter and transitioned to a Council-Manager form of Government. The Town maintains its own Police Department and Public Works Department. The Town Attorney reports to and serves at the pleasure of the Town Council, which has four members, each elected to two-year terms, and a mayor elected to a three-year term. Given the Town's small size and limited personnel, the Town Attorney works very closely with the Town Manager, Town Clerk, and department heads.

In addition to the Town Council and the Town's administrative personnel, the Town maintains a Board of Adjustment and a Planning and Zoning Board. The Town has retained the services of a special magistrate for the purpose of conducting code enforcement hearings. The Town's Charter also contemplates the formation of a charter review board, though no such board has convened since 2012.

The Town is seeking proposals from attorneys or firms qualified to provide Town Attorney related services encompassing comprehensive legal representation for the Town of Kenneth City, Town Councilmembers, Charter Officials, Executive Staff, and the Town's subordinate boards. More detailed information on the Town government and the services that it provides can be found at the Town's website: [www.kennethcityfl.org](http://www.kennethcityfl.org).

#### **B. TOWN'S GOVERNING DOCUMENTS**

The Town Charter states the following concerning the Town Attorney:

The town council shall appoint an officer of the town who shall have the title of town attorney who shall serve at the pleasure of the council. The compensation of the town attorney shall be fixed by the council. The town attorney shall advise the town council in all legal matters and shall perform any other duties prescribed by the Charter or by general law or the mayor and council. S/He shall be a lawyer admitted to practice before all courts of the State of Florida and the appropriate Federal District Court. Such attorney may or may not be a resident of the town.

#### **C. CONTRACT TERM**

The Town intends to contract with one (1) qualified firm to serve as the Town Attorney of record. The initial term will be for a period of three (3) years. The contract can be renewed without the need for competitive solicitation or negotiation upon written agreement of the parties.

#### **D. SCOPE OF SERVICES**

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

1. The function involves primary responsibility for performing legal research, preparing opinions, advising Town officials, and, when necessary, conducting complex civil suits.

2. The Town Attorney plans, coordinates and directs the legal activities of the Town. Work duties require close coordination with the Town Council, officials from other governmental units, and the Town Manager.
3. The Town Attorney shall serve as chief advisor to the Town Council, Town Manager, and all Town departments.
4. The Town Attorney shall facilitate the orderly and legally sufficient procedural conduct of public meetings and proceedings.
5. The Town Attorney shall represent the Town in all legal matters, including the bringing and defending of suits.
6. Attends all meetings and workshops of the Council and other committees and boards of the Council as required. For reference, the Town Council's regular meetings are held at 6:30 pm on the second Wednesday of each month. Meetings last approximately one (1) hour to four (4) hours. The Town Council occasionally holds Work Sessions on another Wednesday in the month. In addition, the Town Attorney is expected to attend Special Meetings, workshops and budget meetings as called and scheduled.
7. Advises the Council and Town Officials in reference to legal questions; provides staff assistance, legal research and counseling.
8. Drafts contracts, resolutions, ordinances and development agreements at the request of the Town Council or the Town Manager.
9. The Town Attorney shall review and approve all contracts, resolutions, and ordinances generated by Town staff prior to consideration by the Town Council.
10. Acts as co-counsel in complaints, suits or controversies for the Town if a special counsel or insurance defense counsel is employed.
11. The Town Attorney shall represent the Town by presenting cases before the Code Enforcement Board or Special Magistrate.
12. The Town Attorney, at the request and direction of the Town Council or Town Manager, may conduct investigations, compel appearances, and make reports.
13. Prosecute on behalf of and otherwise defend the Town on all complaints, suits or controversies in which the Town is a party, absent an agreement with a third party to the contrary. The Town Attorney is responsible for prosecuting and defending the Town in civil action when no counsel is provided by liability insurance or when the Town's exposure exceeds its insurance coverage. The Town Attorney is responsible for representing an employee or elected official of the Town when named in a suit as a result of their official duties.
14. Keep the Town Council informed of legislation or judicial opinions that have potential impact to the Town by way of memorandum, including regular updates on Florida Legislative Session bills of concern and any recommended courses of action on the part of the Town
15. The Town Attorney shall answer all Town Council and Charter Official initiated requests for information and advice in a timely fashion. The foregoing shall not be construed to mean the Town Attorney must initiate lengthy work requests at the behest of a single Councilmember.

By submission of a proposal, the proposer certifies that he/she has full knowledge of the scope, nature, quantity and quality of work to be performed, the minimum requirements of the Town and the conditions under which the work is to be performed.

#### **E. QUALIFICATIONS**

The Town Attorney shall meet the following qualifications criteria:

1. Graduate from an accredited law school in the United States of America.
2. Must be a member in good standing of the Florida Bar and admitted to practice in all Courts of the State of Florida for at least five (5) years.
3. The attorney(s) representing the Town shall be located in in Pinellas, Hillsborough, Pasco, Polk, Hernando or Manatee County on a full-time basis.
4. Experience in the practice of city, county, or local government law.

Preference may be given to candidates certified by the Florida Bar in City, County and Local Government law.

#### **F. SCHEDULE**

The anticipated project schedule, which is subject to change, is

- |                             |                            |
|-----------------------------|----------------------------|
| • RFP Advertised            | June 10, 2022              |
| • Questions to Town Manager | June 22, 2022              |
| • Proposals Due to the Town | July 6, 2022 at 2:00 pm.   |
| • Council Discussion        | July 13, 2022 at 6:30 p.m. |
| • Contract Start Date       | TBD                        |

### **SECTION III** **GENERAL CONDITIONS**

Respondents are required to submit their proposals upon the conditions expressed in these instructions.

#### **A. RESPONDENT'S ABILITY**

It is the intent of the Town to award the contract for this work to a Respondent whose experience, skill, and financial resources are fully equal to the task of providing the required professional services. Upon request by the Town, any Respondent shall be prepared to submit an attested statement of his ability, financial status, and history.

#### **B. PROPOSAL GUARANTEE**

Decision on the acceptance or rejection of the various proposals will be made as soon as practicable after proposals are received.

#### **C. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED**

Proposals are solicited on the basis of the evaluation criteria set forth in the RFP documents. Award of the Contract will be completed in accordance with the terms of this RFP.

#### **D. ASSIGNMENT OF CONTRACT**

The act of submitting a proposal in response to this RFP shall constitute an agreement that no assignment of any resulting Contract shall be made without the written consent of the Town.

#### **E. CANCELLATION OF CONTRACT**

The Town reserves the right to terminate the Contract under the terms of this RFP and any terms negotiated in any Contract.

#### **F. PREPARATION OF PROPOSALS**

The Respondent's proposal shall be submitted as required by the RFP documents in accordance with these instructions. Completeness and attention to detail are factors in the evaluation of the proposals.

#### **G. REJECTION OF PROPOSALS**

The Town reserves the right to reject any proposal that it deems to be non-responsive to the requirements of the specifications.

The judgment of the Town shall be final in determining the capability, experience, and ability of the Respondent to successfully provide the required professional services. Failure to convince the Town of such capacities shall result in the rejection of the response.

The Town reserves the right to reject any or all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any item or combination of items, in keeping with the best interests of the Town.

#### **H. COSTS INCURRED BY RESPONDENT**

All expenses involved with the preparation and submission of proposals to the Town, or any work performed in connection therewith, shall be borne solely by the Respondent(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Respondent prior to Contract commencement.



## **I. INQUIRIES AND ADDENDA**

Each Respondent shall examine the RFP documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made by Wednesday, June 22, 2022, through Pete Cavalli, Town Manager, Town of Kenneth City at cavallip@kennethcityfl.org.

The Town shall not be responsible for oral interpretations given by any Town employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the Town will attempt to notify all prospective Respondents who have requested a copy of the RFP. However, it shall be the responsibility of each Respondent, prior to submitting a response, to contact the Town Manager to determine if addenda were issued and to make such addenda a part of the response

## **J. INSURANCE REQUIREMENTS**

The Candidate 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 Town as an additional insured. All liability policies must be issued by a Company with a Certificate of Authority from the Florida Financial Services Council, 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 Candidate shall maintain the following insurance coverage in the following amounts:

- Worker's Compensation including Broad Form All States Endorsement Statutory amount.
- Professional Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate.

## **K. NO LOBBYING/NO CONTACT**

Contact regarding this proposal with any individual, Town Council Member, or employee of the Town with the sole exception being [Peter Cavalli, Town Manager or Ana Cabezas, Town Clerk], will be grounds for disqualification of the Candidate at the option of the Town Council.

This limitation is in effect from the date of the publication of this RFP until a contract is recommended by the Town Council. The Candidate may respond to questions initiated by a Town Council Member once the contract is placed on the Town Council agenda.

## **L. PUBLIC ENTITY CRIMES**

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 or 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 Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list

## **M. NO COLLUSION**

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposer or parties to this competitive proposal whatsoever.

**N. WITHDRAWAL OF PROPOSALS**

A party responding to this RFP may withdraw their proposal at any time prior to the opening of the proposals. Any late request for withdrawal will not be considered.

Requests to withdraw must be made in writing to the Town Clerk.

**O. GOVERNING LAWS**

Any contract(s) resulting from this RFP shall be governed by the Laws and Regulations of the State of Florida and the Town of Kenneth City. Venue shall be in Pinellas County, Florida.

**P. CONFLICT OF INTEREST DISCLOSURE**

Each proposer shall include a disclosure statement with their proposal specifying any potential conflict of interest, real or apparent, that the firm may have due to ownership, other clients, contracts, or interests associated with the Town of Kenneth City.

**Q. REQUIREMENT TO COMPLY WITH PUBLIC RECORDS LAWS**

The firm is required to comply with Section 119.0701, Florida Statutes. The firm shall keep and maintain public records required by the Town to perform the service.

Upon request from the Town's custodian of public records, the firm shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, Florida Statutes or as otherwise provided by law.

The firm shall ensure that the records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the firm does not transfer the records to the Town.

Upon completion of the contract, the firm shall transfer, at no cost, to the Town all public records in possession of the firm or keep and maintain public records required by the Town to perform the service. If the firm transfers all public records to the Town upon completion of the contract, the firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the firm keeps and maintains public records upon completion of the contract, the firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS [(ANA CABEZAS)] AT:

(727) 498-8948;  
VIA EMAIL AT [(CABEZASA@KENNETHCITYFL.ORG)]; OR  
AT 6000 54<sup>th</sup> Avenue, North, Kenneth City, Florida 33709

**SECTION IV**  
**RESPONSE SUBMISSION, RESPONSE FORMAT & EVALUATION CRITERIA**

All parties interested in making a proposal to obtain this engagement must comply with the detailed instructions for submitting proposals.

**A. SUBMISSION PROCEDURES**

Seven (7) copies of the proposal (one for each member of the Town Council, plus the official file and staff), and one (1) complete copy in PDF format on a USB drive are to be submitted in a sealed envelope to:

**Town of Kenneth City**  
**Attn: [Insert Name]**  
**6000 54<sup>th</sup> Avenue, North**  
**Kenneth City, Florida 33709**

To prevent a proposal from being prematurely opened or from being opened by unauthorized individuals, your proposal should be identified on the envelope or wrapper as follows:

**SEALED PROPOSAL**  
**TOWN OF KENNETH CITY – RFP 2022-03: Legal Services**  
**July 6, 2022 at 2:00 p.m.**

The deadline for submission of proposals is **July 6, 2022, at 2:00 p.m.** No modification or addenda will be accepted after the closing dates stated above unless, in the sole discretion of the Town Council, it is determined to be in the best interest of the Town to do so.

**B. RESPONSE FORMAT**

All proposals must be typewritten. Clarity and completeness are essential. The Proposal must be signed by the individual(s) legally authorized to bind the proposing Firm.

Proposals must be submitted in the format provided below, with each of the referenced sections addressed in full. Each of the sections described below must begin on a separate page, and each page must clearly state the name of the Proposer. Town reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive to the requests for information contained herein.

**1. TITLE PAGE**

Show the RFP subject, name of firm, mailing address, telephone and fax number, name of the contact person, email address and date.

**2. TABLE OF CONTENTS**

Each proposal shall include a clear identification of the material by section and by page number.

### **3. LETTER OF UNDERSTANDING**

State your understanding of work to be accomplished. Also, state the name of the person who will be authorized to make representations for the proposer, their title, address and phone, fax number(s) and email address. State that the person signing the letter has been authorized to bind the proposer. The response must be signed by a duly authorized officer or agent of the firm. Such officer or agent must present legal evidence that they have lawful authority to sign said proposal and that the signature is binding upon the firm. Include a statement that the proposal is a firm and irrevocable offer for the engagement period.

Identify the principal and any secondary representatives providing the legal services to the Town and acting as backup in case of absence. Provide name, title, addresses and telephone numbers.

The letter of understanding shall include the conflict of interest disclosure referenced in Section III.P., above.

### **4. CANDIDATE'S INFORMATION & CERTIFICATION**

This Section should include the type-written and completed Candidate's Information Form enclosed with this RFP.

### **5. FIRM'S QUALIFICATIONS AND EXPERIENCE**

This section should include a brief history of the firm emphasizing the firm's qualifications in general and specifically for this project. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be completed. State the size of staff, number of professional staff and over-all experience of assigned staff for this project.

### **6. PROPOSED ATTORNEY'S QUALIFICATIONS & EXPERIENCE**

Submit a statement of qualifications and experience, including a resume, for each attorney that will provide legal services under the proposed contract.

Resumes should include the following information as a minimum:

- i. Formal education.
- ii. Supplemental education relative to government.
- iii. Experience in municipal government: List other government entities with which the law firm now provides, or has provided, routine legal services and state in what capacity the services were provided (i.e. litigation, city attorney, etc.).

The RFP response should include certificates of good standing for all attorneys expected to provide legal services for the Town. List any pending ethics actions against any of the Firm's attorneys. Describe any probable cause findings, suspensions, reprimands, probations, disbarments or adverse actions against any member of your firm by the Florida Bar in the last ten years.

### **7. COST/FEE PROPOSAL**

Include a cost/fee proposal with your response. Proposers are free to propose a primary and alternative proposals for cost/fee arrangements. In each version, all costs shall be included. At a minimum, please include the following and respond to each individually and in sequence:

- If applicable, the proposed monthly retainer rate. If the RFP response proposes a retainer, it should be made clear which services are to be included in the retainer, and the rate for any services rendered outside the scope of the retainer.

- The applicable hourly rate. If the applicable hourly rate is to vary by the personnel utilized, each of the proposed rates should be clearly stated. If the applicable hourly rate is to vary by the practice area or task, each of the proposed rates should be clearly stated.
- Any proposed charges for travel shall be clearly stated
- All proposed reimbursement requirements (copies, calls, filing fees, etc. should be identified)
- Any additional information considered essential to the proposal may be included in this section

### **C. EVALUATION CRITERIA & FIRM SELECTION**

The list of responsive firms will be forwarded to the Town Council. The Town Council will discuss the firms in an open and noticed public hearing, during which the Town Council will interview the responsive firms. The Town Council may require a presentation, or perform a background check. Individually, members of the Town Council may conduct an interview with the person proposed by the firm to be the Town Attorney. This is at the discretion of each Town Councilmember. The Town Council will make the final decision and appoint the Town Attorney.

Criteria used in determining a firm's qualifications include:

- A. Practical experience and knowledge of Municipal Corporate Law and Operations.
- B. Demonstrated Experience in representing Public Entities.
- C. Dedicated Time Commitment of the Primary Legal Representative.
- D. Ability to Communicate Effectively and Prepare Written Documents.
- E. Clarity and Responsiveness of Proposal.
- F. Fee Proposal

The Town reserves the right to exercise its discretion, to waive minor informalities in any response, to reject any or all responses with or without cause, or to accept the response that in its judgment will be in the best interest of the Town. Further, the Town, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

Negotiations may be conducted with the firm(s) whose proposal has been judged to best meet the needs of the Town. The Town reserves the right to request any additional information needed for clarification from any firm for evaluation purposes.

**SECTION V**  
**CANDIDATE'S INFORMATION**

1. **Candidate Name:** \_\_\_\_\_
2. **Candidate's Law Firm:** \_\_\_\_\_
3. **Candidate's Mailing Address:** \_\_\_\_\_
4. **Candidate's Physical Address:** \_\_\_\_\_
5. **Candidate's Telephone No.:** \_\_\_\_\_
6. **Candidate's E-mail Address:** \_\_\_\_\_
7. **If a corporation, please provide the following**
  - Federal Tax I.D. Number
  - A list of the corporate officers (names, addresses)
8. **References:** Please provide a list of three (3) references of client organizations that the Candidate is currently representing or has represented. The Town may request information from these sources

**Reference No. 1**

- **Client Organization Name:** \_\_\_\_\_
- **Client Organization Address:** \_\_\_\_\_
- **Contact Reference's Name:** \_\_\_\_\_
- **Contact's Telephone Number:** \_\_\_\_\_
- **Contact's E-mail Address:** \_\_\_\_\_

**Reference No. 2**

- **Client Organization Name:** \_\_\_\_\_
- **Client Organization Address:** \_\_\_\_\_
- **Contact Reference's Name:** \_\_\_\_\_
- **Contact's Telephone Number:** \_\_\_\_\_
- **Contact's E-mail Address:** \_\_\_\_\_

**Reference No. 3**

- **Client Organization Name:** \_\_\_\_\_
- **Client Organization Address:** \_\_\_\_\_
- **Contact Reference's Name:** \_\_\_\_\_
- **Contact's Telephone Number:** \_\_\_\_\_
- **Contact's E-mail Address:** \_\_\_\_\_

### **CERTIFICATION**

1. I/We understand, acknowledge and agree that the Town of Kenneth City 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 Town Council 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 Town of Kenneth City or any of its employees and officials.
3. I/We understand, acknowledge and agree that the Town Council 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 contract awarded herein shall not entitle the successful proposer to perform work for the Town of Kenneth City on an exclusive basis.
5. I/We understand, acknowledge, and agree that the Town Council 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 Town. If selected for the award of a contract under this RFP, I/We agree to provide to the Town Council, proof of insurance in the form and amounts satisfactory to it.
6. 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 Candidate and the Town resulting from this solicitation.
7. 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 Town Council.
8. I/We understand, acknowledge and agree that the Town Attorney shall provide legal services in accordance with this RFP, as they may be amended from time to time.
9. I/We understand, acknowledge and agree that the Town Council and/or Town Manager will be responsible for monitoring day-to-day services of the Candidate delivered to the Town. The Town Attorney shall promptly report any conditions, transactions occurrences, events, situations, or circumstances encountered by the Candidate, which would impede or impair the proper conduct of the legal services provided.
10. 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.
11. I/We understand, acknowledge, and agree that if selected, the Candidate 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 designated Town persons or others as the Town might require.

Signature of Authorized Representative: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PINELLAS

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

NOTARY PUBLIC: \_\_\_\_\_

SEAL

**AGENDA ITEM NO. 2**  
**Discussion:**  
**Recruitment of a New City  
Manager**



**Draft of City Commission  
Memorandum for May 13, 2025,  
Regular City Commission Meeting**

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

**FOR MEETING OF:** May 13, 2025

**AGENDA ITEM:** 8 B

**ORIGINATED BY:** Lorin A. Kornijtschuk, City Clerk

**AUTHORIZED BY:** Brently Gregg Mims, City Manager

**SUBJECT:** **DISCUSSION OF** Recruitment of a New City Manager.

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**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.

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**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.

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**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**

ACCEPTED: 4-28-98

REVISED: 4-98

## CITY OF INDIAN ROCKS BEACH

### POSITION DESCRIPTION

**POSITION TITLE:** City Manager  
**DEPARTMENT:** City Manager's Office  
**DIVISION:**

**POSITION NO.:** 51201  
**SALARY GRADE:** 62  
**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.
2. 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: \_\_\_\_\_  
Personnel 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.

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

<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>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:



Strong, consistent political leadership for conducting the recruitment



A well-organized, coordinated and transparent recruitment



A timetable that ensures a prompt, comprehensive recruitment and guards against premature action



A plan for administering the affairs of the city/county while the recruitment is underway

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

### **SUMMARY:**

Following these six steps will help guide a successful search.

# 1 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.

# 2 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.

## SUMMARY:

Deciding who conducts the recruitment is highly individualized. Considerations include whether the governing body wants to conduct an extensive marketing campaign, has the capacity and willingness to perform all tasks related to recruitment, and/or has a challenging political operating situation that may have an impact on the candidate pool. Having an external, neutral third party assist with the search may be appropriate.

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

<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.

# 3

## 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.

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

# 4 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.

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

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

<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.

# 5 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.

# 6 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.

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<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.

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

<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>

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

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

## SUMMARY:

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](mailto: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](http://www.cb-asso.com/Active_Recruitments.asp)

[Colin@cbasso.com](mailto:Colin@cbasso.com)

#### GovHR USA/MGT

630 Dundee Road, Northbrook, IL 60062

(847) 380-3240

Heidi Vorhees, President, GovHRUSA

<https://www.govhrusa.com/>

<https://www.mgtconsulting.com/>

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#### Bob Murray and Associates

1544 Eurika Road, Roseville, CA 95661

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#### Mercer Group Associates

107 Indigo Lane, Athens, GA 30606

(706) 983-9326

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[info@mercergroupassociates.com](mailto: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](mailto:info@srnsearch.com)

#### Sumter Local Government Consulting

Atlanta, GA.

(404) 555-0525

<https://sumterlocalgovconsulting.com/>

[warren@sumterconsulting.com](mailto: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](http://www.slavinmanagementconsultants.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:

1. 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 must 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: [www.fphra.org](http://www.fphra.org)

Salary Survey page: <https://www.fphra.org/page-1818928>

*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](http://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: <https://icma.org/job-center> (fee – based – national)

Linked-In:

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

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

Florida Association of Counties Jobs Posted:

<https://www.fl-counties.com/government-jobs> (no cost – Florida)

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

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

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

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

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

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

Strategic Government Resources (SGR) All positions:

<https://www.governmentresource.com/executive-recruitment/job-board> (fee – based – national)

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

Employ Florida: <https://www.employflorida.com/vosnet/Default.aspx> (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: <http://www.glga.org/> (no cost – Georgia)

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

GovtJobs.com: <http://www.govtjobs.com/> (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: [www.goodhire.com](http://www.goodhire.com)
  - NAPS Background Checks firm: [www.napsbgc.com](http://www.napsbgc.com)
  - TruDiligence firm: [www.trudiligence.com](http://www.trudiligence.com)

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, pre-employment 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. [443.036\(29\)](#), 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 \_\_\_\_\_.
3. 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.
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.

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 then-current 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'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: \_\_\_\_%

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. 3**

**ADJOURNMENT**