

Council Briefing Notice ***Amended**

Monday, April 26, 2021

5:30 PM

Via

Video Conference

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

www.jacksonvillebeach.org

City Manager Mike Staffopoulos will conduct a **Council Briefing** to update the City Council about ongoing items in the City. The briefing will include, but not be limited to the following topics:

1. Honorary Street Designation Policy
2. Memorial Tree and Bench Program
3. Huguenot Tennis Center Hours
4. City Attorney Screening and Interview Process
5. Future Briefing Topics
6. Committee Assignment Report

Pursuant to the Governor's and the City's continued Declarations of a State of Emergency due to the COVID-19 pandemic, and current restrictions and limitations for social distancing and gatherings, the April 26, 2021, City of Jacksonville Beach, City Council Briefing will be conducted using video technology. The City is providing numerous options for public attendance at the briefing as listed on page 2 of this notice. The public is not invited to speak or present on any matter or topic at the briefing.

Council Members in attendance at the virtual briefing may include:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols	Chet Stokes

Please note: Council members in attendance at any briefing may vary, according to their schedules.



INSTRUCTIONS FOR VIEWING

The following CMT options are available to view and listen to the April 26, 2021, City Council Briefing:

1. View the meeting using the Zoom Platform:

*Use this link to view the meeting starting at 5:30 P.M. on Monday, April 26, 2021: <https://us02web.zoom.us/j/83533952717>. When you click on the link, you will be prompted to download software for whatever platform or device you are using. To download the software in advance, visit this web site: <https://zoom.us/download>.

2. Listen to the meeting via phone:

You may listen to the live meeting audio from your phone by dialing 1-301-715-8592. When the meeting ID is requested, enter 835-3395-2717 and then press the # key. There is no participant ID number. If you are asked for this, press #. When dialing in by phone, your line will be automatically muted for the duration of the meeting.

3. Hearing or speech impaired access:

Contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

4. View and listen to a video of the meeting online:

Access the meeting by visiting the City of Jacksonville Beach YouTube Channel: [YouTube Channel for the City of Jacksonville Beach](#).

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299, no later than one business day before the meeting or by sending an email to CityClerk@jaxbchfl.net.



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CITY COUNCIL BRIEFING ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Molly Alleger, Office Administrator Parks and Recreation
DATE:	April 12, 2021
SUBJECT:	Honorary Street Designation Policy
	Amendment to policy to accommodate Fallen Wartime Military Veterans

BACKGROUND

The Honorary Street Name Designation Policy was adopted in August of 2020. The policy affords citizens and groups the opportunity to honor deceased individuals who made significant contribution to the City of Jacksonville Beach community, either through civic involvement, cultural, humanitarian, historic, or military achievement.

The policy stipulates the honorary street name designations will be temporarily displayed for a period of five years, unless otherwise approved by City Council, and the honorary sign shall be dark brown in color with a white border. The policy also requires a letter of consent signed by the Honoree's estate representative, as well as a \$400 application fee.

Staff received several applications to honor "Fallen Wartime Military Veterans" with honorary street designations. The applications include the following specific requests for "Fallen Wartime Military Veterans" that require amendment to the current policy:

- Signs are royal blue in color, versus brown.
- Waive the \$400 fee, if the applicant provides the sign (meeting City requirements).
- Waive the letter of consent from the Honoree's estate representative after good faith effort to locate them is unsuccessful.
- Remove the 5-year term stipulation. However, City Council reserves the right to amend the term or remove the sign at any time.

Staff recommends amendment to the Honorary Street Designation Policy to accommodate "Fallen Wartime Military Veterans" and allow signs to be royal blue in color, indefinite placement (at Council discretion), waiver of fees should the applicant provide the sign, and waiver of the letter of consent after good faith effort to locate a representative is unsuccessful. If Council supports these amendments, an item will be brought to Council for formal consideration. Staff has already received seven applications for Fallen Military Wartime Veterans.



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FINANCIAL IMPACT

No financial impact.

CITY COUNCIL DIRECTION REQUESTED

Does City Council concur with amendments to the Honorary Street Designation Policy in order to accommodate Fallen Military Wartime Veterans?

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CITY COUNCIL BRIEFING ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Molly Alleger, Office Administrator Parks and Recreation
DATE:	April 14, 2021
SUBJECT:	Memorial Tree and Bench Program
	Bench Placement on the Beach

BACKGROUND

The Memorial Tree and Bench Program was adopted in December 2019 and was created to provide opportunities for the public to offer tribute and remember beloved individuals, pets and special life events by allowing memorial trees to be planted, or by adopting existing trees, or installing or adopting memorial benches in specific public areas within the City of Jacksonville Beach.

Recently, staff received a request to place a memorial bench on the beach, however, per the current policy there are only eleven approved locations for tree and bench placement among Jacksonville Beach public parks. Initially, the beach was excluded from this list due to environmental protection and maintenance concerns.

Staff contacted Atlantic Beach regarding a bench that is placed on their beach at 3rd Street. They do not currently have a formalized program that allows benches to be placed on the beach and could not provide further information on this bench. Besides this one bench, all of their memorial benches have been placed on the west side of the dunes or in their designated public park areas.

FINANCIAL IMPACT

No financial impact

COUNCIL DIRECTION REQUESTED

- Should the current Memorial Tree and Bench Program be amended to accommodate additional locations including beach access points on the west side of the dunes?
- If so, should there be restrictions associated with beach access points (i.e., installation only at access points not associated with end zones, no more than 25% of all access points, etc.)?



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CITY COUNCIL BRIEFING ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	April 13, 2021
SUBJECT:	Huguenot Tennis Center
	Amendment to Weekday Hours of Operation

BACKGROUND

The Huguenot Tennis Center is a very popular recreation facility with seven tennis courts. Prior to COVID-19, we were experiencing significant growth attributed to our unique location, management, and programs introduced by our Tennis Facility Manager. Court usage increased from approximately 1,300 players per month to approximately 1,650 players per month. As a result, \$80,000 was budgeted for the construction of an eighth tennis court in FY2021. Also included in the budget was \$45,000 to move the basketball court to the south end of the park. The current basketball court would be displaced by the eighth tennis court.

As a consequence of constructive community feedback, staff are seeking alternate solutions to meet demand for court capacity without the construction of an eighth tennis court or relocation of the basketball court. The community's objective is preservation of greenspace and the unique footprint within the park.

Increasing weekday hours of operation at Huguenot Tennis Center from 9:00 a.m. to 7:00 a.m. during weekdays could provide additional court capacity to meet current demand. This adjustment would increase operating hours by 10 hours per week; 520 hours annually.

Currently Huguenot Tennis Center is staffed by one full-time Tennis Facility Manager working 40 hours per week and two part-time Tennis Court Attendants, each working 15 hours per week. An increase in weekday hours of operation could be accommodated by part-time staff. The current hourly wage for part-time Tennis Court Attendants is between \$9.74 and \$15.78.

Huguenot Tennis Center's hours of operation for weekdays, weekends, and holidays are codified in Chapter 20 of the City Code of Ordinances. As such, a change in hours of operation will require amendment via ordinance.



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FINANCIAL IMPACT

The annual financial impact to increase part-time staff by 520 hours is approximately \$8,000. The budget will be adjusted at year end should the City Council wish to amend the hours of operation.

CITY COUNCIL DIRECTION REQUESTED

- Does the City Council wish to amend Chapter 20 of the City Code of Ordinances and place the ordinance on the May 3, 2021 City Council Agenda for first reading?

ATTACHMENTS

None.



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CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council
FROM:	Karen Nelson, Deputy City Manager
DATE:	April 21, 2021
SUBJECT:	City Attorney Candidate Screening and Interview Process

BACKGROUND

The purpose of this briefing item is to discuss the processes for candidate screening and interviewing for City Attorney. The job posted April 13, 2021, and will close on May 14, 2021. Staff proposes the following process:

1. Candidate Screening – City staff will screen applications against minimum qualifications:
 - a. Graduation from an American Bar Association accredited law school with a Juris Doctorate degree
 - b. Current membership in good standing with the Florida Bar Association
 - c. Minimum 10 years' experience in municipal law, or 5 years' experience in Florida local government practice
2. Application Advancement – applications meeting minimum qualifications will be forwarded to City Council for review.
3. Special Council Meeting – A special Council meeting will be scheduled to discuss applications meeting minimum qualifications. Council may determine to select candidates for in-person interviews, select candidates for virtual interviews, or determine to re-advertise. For the purposes of this discussion, it is assumed that there will be candidates selected for in-person interviews.
4. Interviews – Staff proposes the following interview process, to take place in one day:
 - a. Each Council member meet with each candidate one on one to interview and determine their technical capabilities and fit for the Council.
 - b. The Council as a whole interview each candidate to further determine their capabilities and fit with the entire Council.
 - c. Schedule a special Council meeting at the conclusion of the interview process, whereby Council would discuss and potentially vote to determine the top rated candidate and the negotiation process. Council could also determine if there are other viable candidates in the event negotiations with the top rated candidate are



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unsuccessful. Voting on candidates must be done at a Council meeting, and are subject to sunshine laws.

5. Negotiations – Council has three viable options for negotiating an employment agreement: appoint an individual Councilor; direct the City Manager; or use outside counsel. Council may wish to modify language in the current employment agreement template regarding items such as annual evaluation, termination processes, and incorporation of the Code of Ethics by reference. Staff recommends the following amendments:

- Section 5. Termination and Severance Pay. The process for termination as stipulated in the previous Agreement is currently in conflict with / superseded by language adopted with the latest City Charter revisions, Section 34. This same issue exists with the employment agreement for the City Manager (conflict / superseded by Section 27). Council may wish to address this issue during the Charter review project, commencing April 22, 2021.
- Section 10. The General Employees' Pension Plan provides for Executive and Department Head positions to opt-out of membership in the Plan. Under the previous Agreement, if the City Attorney chooses not to participate in the Plan, he/she will receive contributions to a tax-deferred retirement plan or a private bank account in the same percentage of salary as the City contributes for Plan members. Council may wish to consider the following amendment to Section 10. A.:

If the City Attorney elects not to participate in the pension plan, the City will contribute a percentage of his/her salary, on a bi-weekly basis, into the ICMA 457 Deferred Compensation Plan. In the event that the annual contribution limit for the City Attorney's ICMA 457 account is met prior to the end of the calendar year, the City will make the remaining tax-deferred contributions to another IRS-approved individual retirement plan designated by the City Attorney. Alternatively, he/she may elect to receive the remaining contributions in excess of the annual limit in the form of taxable supplemental pay.

FINANCIAL IMPACT

The FY2021 budget was developed to accommodate the previous City Attorney's employment agreement, the Legal Assistant, fees for outside counsel, and other expenses associated with the City Attorney's Office. Negotiation of an employment agreement with a new City Attorney, if at or below the previous employee's salary and benefits, will have no financial impact to the City. The use of outside counsel to assist with employment agreement negotiations would have a fiscal impact based on the number of hours incurred.



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COUNCIL DIRECTION REQUESTED

- Does City Council concur with Administration's proposed process for screening and interviewing?
- Does Council wish to have the support of outside counsel to assist in negotiation of an Employment Agreement?

ATTACHMENTS

- Previous City Attorney Employment Agreement
- City Charter Section 34. – City attorney; appointment by council; removal

AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT

THIS AGREEMENT AMENDMENT by and between the City of Jacksonville Beach, a Florida municipal corporation of the State of Florida, ("City"), and the City Attorney, Chris Ambrosio ("City Attorney"), dated and effective as of October 19, 2020 ("Amendment"), amends the City Attorney Employment Agreement, dated October 7, 2019, between the City and the City Attorney ("Agreement").

WHEREAS, the City and the City Attorney entered into the Agreement for the City Attorney to provide the City with legal services as the new in-house City Attorney, for an indefinite term serving at the pleasure of City Council, commencing on October 21, 2019; and

WHEREAS, in accordance with Section 8. A. of the Agreement, the City Attorney and the City Council held a 6 month job performance evaluation briefing and discussed the goals, resources, and objectives of the City Attorney in the provision of his legal services; and

WHEREAS, pursuant to Section 8. B. of the Agreement, the City Council shall review the City Attorney's job performance at least once annually with the first review being on or before the City Attorney's anniversary employment date of October 21, 2020; and

WHEREAS, in September 2020, the City Attorney provided the City Council with a year review summary report, and the Director of Human Resources provided City department directors' assessments and statements about the City Attorney, and his performance and contributions; and

WHEREAS, on September 14, 2020, the City Council and the City Attorney conducted an annual review about the City Attorney's scope of work, job performance, achievements, accomplishments, and financial savings and costs comparisons for legal services; and

WHEREAS, Section 7. B. of the Agreement states that after conducting the annual review of the City Attorney's performance, the City Council shall consider the results of his performance in determining the amount of salary adjustment and benefit adjustment for the City Attorney; and

WHEREAS, upon consideration of the briefing information, reports and reviews, the legal service demands and workloads placed upon the new City Attorney position are considerable, some initial job requirements need revision, the first year annual salary should be adjusted based on the City Attorney's contributions, performance and value; so per Section 7. B. a salary adjustment and benefit adjustment in the Agreement is warranted and justified; and

WHEREAS, Section 14. D. and G. of the Agreement allow an amendment to the Agreement when made in writing and signed by both parties; and

WHEREAS, on October 5, 2019, the City Council voted against a motion to remove Part 1., of this Amendment as provided on Page 2 below; and

WHEREAS, the parties desire and agree to execute this Amendment to the Agreement in order to delete, amend, add, and adjust certain terms and conditions as more fully set forth below.

THEREFORE, in consideration of the mutual covenants in this Amendment, the City Council and the City Attorney agree to amend the Agreement as follows:

1. **Exhibit A** (as first cited in Section 1. A. of the Agreement) is revised to delete the following requirements that: (1) the City Attorney shall attend all Planning Commission and Special Magistrate meetings, and (2) that the City Attorney will attend Board of Adjustment meetings, if after a review of the Agenda he determines that the scheduled matters require his appearance, and (3) other meetings shall be attended at the request of the City Council, City Manager or department head, or as necessary to provide legal advice and opinions relative to matters under consideration by the City Council.

The three requirements listed above are replaced with: (1) the City Attorney shall attend Planning Commission, Community Redevelopment Agency, and Board of Adjustment meetings, and Special Magistrate hearings, when after a judicious review of the scheduled matters, the City Attorney determines that in the City's best interest, he should participate in a matter before those boards. The City Attorney shall attend the meetings and hearings upon request of the City Council, City Manager or Department Director, when necessary to provide legal service on matters under consideration by the City Council.

2. **Section 7. A.** is amended and replaced with: The City agrees to pay the City Attorney an adjusted annual base salary of \$160,000.00 during the second year of employment under the Agreement, commencing on October 21, 2020, payable in bi-weekly equal installments, for services rendered.

3. **Section 9. D.** is added to state that the City agrees to pay the City Attorney a \$500.00 per month stipend for maintaining Florida Bar Board Certification in City, County, and Local Government Law during his tenure as City Attorney, payable in bi-weekly equal installments each month, commencing on October 21, 2020.

4. Unless otherwise provide herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City of Jacksonville Beach has caused this Agreement Amendment to be signed and executed, and duly attested, and the City Attorney, Chris Ambrosio, has signed and executed same on the dates written.

CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: _____
 Print: Laurie Scott, City Clerk
 Date: _____

Sign: _____
 Print: William C. Latham, Mayor
 Date: _____

Sign: _____
 Print: Michael J. Staffopoulos, City Manager
 Date: _____

CITY ATTORNEY

Sign: _____
 Print: Chris Ambrosio, City Attorney
 Date: _____

CITY ATTORNEY EMPLOYMENT AGREEMENT

This Agreement is entered into this ____ day of October, by and between the City of Jacksonville Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, ("the City"), and Chris Ambrosio, ("Ambrosio" or "City Attorney").

The parties agree as follows:

INTRODUCTORY STATEMENTS

The City Council of the City of Jacksonville Beach, Florida has been empowered by the Charter of the City of Jacksonville Beach to appoint and remove a City Attorney who shall be the legal advisor and counselor for the City Council, City organization and all of its officers in matters relating to their official duties, under the direction and supervision of the City Council; and

The City through its City Council desires to employ the services of Ambrosio as City Attorney; and

It is the desire of the City to provide certain benefits, to establish certain conditions of employment, and to set working conditions of the City Attorney; and

Ambrosio desires to accept employment as City Attorney.

THEREFORE, in consideration of the mutual covenants in this document, the parties agree as follows:

Section 1. Powers and Duties of the City Attorney

- A. The City agrees to employ Ambrosio as City Attorney for the City and Ambrosio represents to the City that he possesses the qualifications of City Attorney and agrees to carry out all functions and duties imposed upon that office by the laws of the State of Florida and the Charter of the City of Jacksonville Beach, as may be amended from time to time. The City Attorney shall perform duties and responsibilities including, but not limited to, those outlined in Exhibit "A", and other legally permissible duties and functions as the City Council shall from time to time assign.
- B. At the direction of the City Council, Ambrosio is authorized to hire employees of the Office of the City Attorney, consistent with the policies, ordinances and Charter of the City. Ambrosio can direct, assign, reassign evaluate and terminate, as appropriate, employees of the Office of City Attorney, consistent with policies, ordinances, charter, state and federal law.
- C. The City Attorney shall devote his full attention, effort and abilities to the office and perform its duties and functions in a professional manner.

- D. Ambrosio warrants and agrees that he is licensed to practice law in the state of Florida without limitation. Ambrosio must maintain good standing with the Florida Bar throughout the terms of this Agreement as a condition of employment. Should Ambrosio no longer be authorized to practice law in this State, this contract will terminate immediately for good cause.

Section 2. Commencement of Employment

Employment under the terms of this Agreement shall begin and Ambrosio shall be present and available to perform the duties and functions of the City Attorney on a full-time basis on October 21, 2019.

Section 3. Term

Beginning on the date contained in Section 2, above, the City Attorney shall serve for an indefinite term at the pleasure of the City Council and may be terminated in accordance with the Charter of the City of Jacksonville Beach and thus is an “at-will” employee of the City. Nothing herein shall be taken to imply or suggest a guaranteed tenure of employment.

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Ambrosio to resign at any time from this position with the City, provided however, he shall provide the City Council with at least ninety (90) calendar days prior written notice of resignation, unless waived by the City Council.
- B. The City Attorney agrees to remain in the exclusive employ of the City for an indefinite period and shall not accept other employment, unless the City Attorney gives written notice of resignation. Representation on existing cases shall be terminated prior to his first day of employment with the City of Jacksonville Beach.
- C. It is understood that after notice of termination in any form, the City Attorney and the City Council will cooperate professionally for an orderly transition.

Section 4. Hours of Work

- A. Ambrosio acknowledges that the proper performance of the duties of the City Attorney will require him to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The City Attorney agrees to devote additional time as necessary for the full and proper performance of the duties of the position and that the compensation provided in this Agreement includes compensation for the performance of all such services.
- B. The City agrees that the City Attorney will be permitted reasonable time off, as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of

the office of the City Attorney. The City Attorney shall be granted upon his start date as referenced in Section 2, paid leave of 3 vacation days and 5 sick leave days and shall also begin to accrue paid leave under the City's personnel plan at the same rate as a nine-year employee. The City Attorney shall be granted the same paid holidays allowed to all non-union City employees in the general service.

Section 5. Termination and Severance Pay

- A. If the employment of the City Attorney is terminated by the City Council, the City agrees to pay severance pay equal to twenty (20) weeks of total compensation, less federal and state withholding. In addition, the City Attorney shall be compensated for all accrued paid leave calculated at the rate of pay in effect upon termination, as authorized by City policies and law.
 - 1. If the City, citizens or legislature acts to amend any provision of the City Charter or 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 City Attorney's position that substantially changes the form of government, the City Attorney shall have the right to declare that such amendments constitute termination from the effective date of such amendments.
 - 2. Termination shall occur when either the City or the City Attorney breaches a material provision of this agreement and fails, within ten (10) days after written notice has been given by the City Attorney or the City Council to comply with any provision of this Agreement.
- B. This agreement shall immediately terminate, and the City Attorney shall not be entitled to the severance benefits described in section 5 A above if he 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 acts with gross misfeasance or malfeasance or otherwise is guilty of gross misconduct which constitutes conduct demonstrating willful or wanton disregard of the City's interests, a deliberate violation or disregard of the standards of behavior to which the City has a right to expect of the City Attorney, carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil design, or shows an intentional and substantial disregard of the City's interests or of the City Attorney's duties and obligations to the City, including but not limited to conduct resulting in material harm to the City, loss of license to practice law, willful neglect or failure to perform his duties, gross insubordination, misconduct, as defined in section 443.036 (29), Florida Statutes, as it may be amended from time to time, or acts of dishonesty. For termination due to the reasons related to this subsection, the City Attorney is only entitled to compensation for hours actually worked up to the termination date and compensation for accrued leave.

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

Section 6. Residency

The City Attorney's permanent residence as of the commencement of employment (as referenced in Section 2) is within a 15 mile radius of the city limits of the City of Jacksonville Beach. Residency within a 15 mile radius of the city limits of the City of Jacksonville Beach shall be maintained throughout the term of employment.

Section 7. Salary

- A. The City agrees to pay the City Attorney an annual base salary of \$150,000.00 during the first year of this agreement, payable in bi-weekly equal installments, for services rendered.
- B. After conducting an annual review of the City Attorney's job performance, the City Council shall consider the results of his performance evaluation as outlined in section 8 below and guidelines applied to department heads in determining the amount of salary adjustment and benefit adjustment for the City Attorney, whether an increase or decrease. Decreasing the City Attorney's salary and/or benefits outside of the conditions of 7.B, and without mutual consent, shall constitute breach of contract, and allow the City Attorney to interpret such action as termination.

Section 8. Performance Evaluation, Goals and Objectives

- A. Within the first six months of the City Attorney's employment:
 - a. The City Council shall meet with the City Attorney for the specific purpose of setting goals for the City and for the City Attorney, and initiating periodic work programs.
 - b. The City Attorney shall identify resources (materials, equipment, subscriptions, staffing support, etc.) necessary to provide the services expected of the City Attorney's Office.
 - c. The City Attorney shall work with the City Manager to identify processes and procedures for requests for, and provision of, legal services to City departments and staff.
- B. The City Council shall review the City Attorney's job performance at least once annually with the first review being on or before the City Attorney's anniversary employment date of October 21, 2020. Later annual reviews will occur during the same anniversary month of each year,

unless the parties agree otherwise. The annual performance evaluations shall be related to the City Attorney's Charter and Ordinance duties and shall be based, in whole or in part, on goals for the City Attorney's performance that are jointly developed and adopted by the City Attorney and the City Council.

- C. The City Council shall provide the City Attorney a reasonable and adequate opportunity to discuss the City Attorney's evaluation with the City Council.
- D. The City's Human Resource Director shall be responsible for scheduling the City Attorney's annual review.

Section 9. Other Benefits

- A. Vehicle - The City Attorney shall receive a vehicle allowance in a fixed amount for the use of a privately owned vehicle in the conduct of official City business. The vehicle allowance is intended as reimbursement for local mileage in Duval, Nassau and St. Johns Counties. The City Attorney shall be reimbursed by the City on a per mile basis for business travel in the City Attorney's personal vehicle to destinations outside Duval, Nassau and St. Johns Counties, in accordance with the City's Travel Policy. The annual amount of the vehicle allowance is defined in the City's Pay Plan for Directors, Managerial, Professional, and Administrative Employees and may be modified periodically with approval by the City Council. On the effective date of this Agreement, the annual amount of the vehicle allowance is \$4,800.00, payable in bi-weekly equal installments.
- B. Cell Phone – The City shall provide the City Attorney with a cellular telephone for both professional and personal use in accordance with the City's Technology Policy.
- C. Laptop Computer – The City shall provide the City Attorney with a laptop computer for professional use in accordance with the City's Technology Policy.

Section 10. Retirement/Deferred Compensation

- A. The City Attorney may elect to become a member of, or not to participate in, the General Employees' Pension Plan. Election must be exercised within 90 days of initial employment. Ambrosio has the option to rescind his election to participate or not to participate in the pension plan one time before vesting. If the City Attorney elects not to participate in the retirement plan, the City shall contribute a percentage of his salary, on a bi-weekly basis, into the ICMA 457 Deferred Compensation Plan, a private savings or checking account or any other IRS approved individual retirement plan designated by the City Attorney. The amount of the City contribution to the City Attorney's individual retirement plan shall be the same percentage of the City Attorney's salary as the City

contributes for all other City employees that are members of the General Employees' Pension Plan.

- B. If the City Attorney elects to be a member of the General Employees' Pension Plan, he shall also be eligible to participate in the City's 457 Deferred Compensation Plan under the same conditions as other City employees.

Section 11. Insurance

- A. The City agrees to provide and pay the City Attorney's health, dental, and vision insurance in the same manner and under the same conditions as other City employees.
- B. Health insurance coverage for Ambrosio shall commence on December 1, 2019. In the event that Ambrosio incurs charges for health insurance premiums during the period from October 21, 2019 through November 30, 2019, the City agrees to reimburse Ambrosio for the amount of the premiums.
- C. The City agrees to provide and pay the City Attorney's life, disability and other insurance in the same manner and under the same conditions as other City employees.

Section 12. Professional Development and Resources

The City agrees, subject to the annual budget approved by the City Council, to pay the professional dues, Westlaw subscription, and expenses of the City Attorney for professional participation in and travel to meetings and occasions adequate to continue his professional development, such as Florida Bar Board of Legal Specialization and Education requirements to maintain Board Certification in City, County and Local Government Law. This participation on City time includes, but is not limited to: membership in the Florida Bar; the City, County and Local Government Law Section of the Florida Bar; and the Florida Municipal Attorney's Association; national, regional, state and local governmental groups and committees of which the City Attorney serves as a member, or in which his participation is beneficial to the City, as well as associated short courses, institutes, and seminars. The City Attorney will submit a detailed list of anticipated expenses at the time of budget approval.

Section 13. Indemnification

The City shall defend and indemnify the City Attorney against any action, including but not limited to: tort, professional liability claim, or demand or other non-criminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and performance of his duties as City Attorney, other than an action brought by the City against the City Attorney, or any action filed against the City by the City Attorney, unless otherwise provided by law. A settlement of any claim against Ambrosio may not

be made without prior approval of the City Council. This indemnification shall extend beyond termination of employment, and the expiration of this Agreement, to provide full and complete protection to the City Attorney by the City, as described herein, for any acts undertaken or committed in his capacity as City Attorney, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following employment with the City.

Section 14. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties. This Agreement shall become effective as of the date first written above, contingent upon adoption and approval by the Jacksonville Beach City Council and execution by the City Attorney.
- B. Ambrosio shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the governing body, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. The City (including individuals within the governing body) shall support Ambrosio in keeping these commitments by refraining from any orders or requests to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality and merit.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- D. The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein or a new Agreement or Amendment to this Agreement has been negotiated and entered into by the City Council and the City Attorney.
- E. This Agreement may not be assigned by either party without the written consent of the other party.
- F. This Agreement shall be interpreted by the laws of the State of Florida. Venue shall be in Duval County.
- G. No amendment of this Agreement shall be effective unless in writing and signed by both parties.
- H. Notices pursuant to this Agreement shall be considered given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed to the Office of the Mayor, and to the City Attorney's home address on file in the Human Resources

Department. Alternatively, notices required pursuant to this Agreement may be personally served or served in the same manner as is applicable to civil suits in the State of Florida. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, the City of Jacksonville Beach has caused this Agreement to be signed and executed on its behalf by its Mayor and Deputy City Manager and duly attested by its City Clerk, and Ambrosio has signed and executed this agreement on the date first written above.

ATTEST:

CITY OF JACKSONVILLE BEACH:

Laurie Scott, City Clerk

William C. Latham, Mayor

Michael J. Staffopoulos, City Manager

EMPLOYEE:

Christopher Ambrosio

EXHIBIT "A"
ESSENTIAL DUTIES AND RESPONSIBILITIES

Prepares and/or approves as to form all contract, bonds and other instruments in which the City is concerned.

As required by resolution, represents the City in court, and before quasi-judicial or administrative agencies of government relative to complaints, suits, and controversies in which the City is a party.

Prepares legal briefs, develops strategy, arguments and testimony in preparation for presentation of a case.

Prosecutes municipal citations (as applicable).

Provides legal support for staff presenting to the Special Magistrate.

Interprets laws, rulings, and regulations.

Provides legal opinions on any question of law relating to the respective powers and duties of the City Council and City Manager or other matters as required by the City Council or City Manager.

Prepares ordinances and resolutions requiring legal experience or as directed by the City Council. Reviews and approves all ordinances and resolutions to be considered by the City Council.

Attends all City Council regular and special meetings, Planning Commission meetings, and Special Magistrate meetings. Ambrosio will attend Board of Adjustment meetings, if after a review of the Agenda he determines that the scheduled matters require his appearance. Other meetings shall be attended at the request of the City Council, City Manager or department head, or as necessary to provide legal advice and opinions relative to matters under consideration by the City Council.

Prepares department budget and assures office operates within assigned parameters of the budget.

Provides resources, guidance and information for annual Ethics, Sunshine Law and other necessary training to the City Council and appointed board members to ensure they are capable of properly and legally performing their duties.

If requested by the City Council, provides time estimates regarding legal services, and the applicable department or subject matter.

Performs other duties as assigned by the City Council.

Section 34. City attorney; appointment by council; removal.

There is hereby created the office of City Attorney, which said City Attorney shall be appointed by the affirmative vote of four (4) members of the City Council, but may only be removed by supermajority vote of five (5) members of said Council. At least thirty (30) days before such removal may become effective, the City Attorney shall be furnished with a formal statement in the form of a resolution passed by a majority vote of four (4) members of the Council, stating the Council's intention to remove the City Attorney and reasons therefor. The City Attorney may reply in writing to such resolution. If so requested by the City Attorney, the Council shall fix a time for a public hearing upon the question of the City Attorney's removal and the final resolution removing the City Attorney shall not be adopted until such public hearing has been had. Upon passage of a resolution stating the Council's intention to remove the City Attorney, the Council may suspend the City Attorney from duty, but the City Attorney's pay shall continue until the City Attorney's removal shall become effective as herein described. The action of the Council in removing the City Attorney shall be final. In case of the absence or disability of the City Attorney, the Council may hire a qualified attorney to perform the duties of the City Attorney during such disability or absence.

(Ord. No. 2020-8141 , § 3(Exh. 1), 5-18-20)