

AMENDED
*Memo and attachments
added

NOTICE OF SPECIAL CITY COUNCIL MEETING

Thursday, March 25, 2021 at 5:00 P.M.

CITY COUNCIL CHAMBER

The City Council will hold a Special Meeting on **Thursday, March 25, 2021, at 5:00 P.M.** in the Council Chamber at City Hall to discuss the following items:

1. City Attorney Employment Agreement
2. Engagement of Special Legal Counsel
3. Continuity of Legal Services

Council Members in attendance 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 this meeting may vary, according to their schedules.

NOTICE

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person 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.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a 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.

You may use this website <http://www.jacksonvillebeach.org/publichearinginfo> to find information concerning the hearing process. This information is also available in the City Hall first floor display case.





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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Karen Nelson, Deputy City Manager
DATE:	March 25, 2021
SUBJECT:	City Attorney Employment Agreement
	Engagement of Special Legal Counsel and Continuity of Legal Services

BACKGROUND

The City Attorney is one of two contractually appointed positions reporting directly to the City Council. The City of Jacksonville Beach became aware of the arrest of the City Attorney on March 24, 2021. The arrest docket references one felony charge and one misdemeanor charge. It is unknown how these charges may preclude the City Attorney from providing contractual legal services to the City or whether ensuing legal proceedings will cloud his ability to perform.

The arrest of the City Attorney has several significant considerations and impacts. Most notably, formal actions will need to be taken by City Council on:

- Impact on the City Attorney's existing Employment Agreement
- Need for special Legal Counsel to provide guidance on this issue
- Continuity of legal services for the organization

Action 1: Impact on Employment Agreement

There are many unknown facts and details around the City Attorney's arrest and charges. The issue may be resolved in short order, or may extend for a period of time deemed untenable to the City Council. City Council has been provided with a copy of the City Attorney's current Employment Agreement. *Section 5. Termination and Severance Pay* specifically addresses the processes and factors involved in terminating the agreement from both the employer and employee's perspective. In reviewing Section 5, the Council may wish to consider three options:

- Pay the City Attorney for hours worked on March 22 and 23, and allow usage of accrued leave for March 24 through April 14. The City Attorney currently has a total of 171 hours of accrued personal, vacation, and sick leave. Personal and vacation leave would be exhausted before allowing use of sick leave.
- Terminate the Employment Agreement without cause
- Terminate the Employment Agreement with cause

The City's labor attorney, Eric Holshouser, will be in attendance at the meeting to discuss the impacts of each option.



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Action 2: Need to restrict City Attorney's access

The City Attorney is not in possession of a City purchasing card, keys to any City buildings, or any City-issued devices. Additionally, City staff have revoked his access to the City network. There is still an inherent need to restrict his physical access to City property, and restrict contact with City employees, until such time as deemed appropriate by the City Council, or the Mayor as its delegate.

Action 3: Need for Special Legal Counsel

It is not common for City Councils to deal with the issues of possible criminal activity or moral breaches by an appointed position under their employment. As such, the City does not have the appropriate agreements in place with outside legal firms to adequately represent the organization and City Council on this topic. Staff is requesting that City Council authorize the City Manager to enter into a legal agreement with an appropriately qualified firm to assist the City through this particular legal issue.

Action 4: Continuity of Legal Services

The City, regardless of the current disposition of the City Attorney, still has a requirement for municipal legal services in order to facilitate continuity of operations. The City has several qualified firms under agreement to provide expertise in certain areas of municipal law. However, there may be a need to procure the services of an additional firm or firms to round out the full palette of services required for day to day operations. Staff is requesting that the City Council authorize the City Manager to enter into legal agreement(s) with appropriately qualified firms to assist the City with municipal legal services, as deemed necessary for a period of up to six (6) months.

FINANCIAL IMPACT

The financial impacts of any of the Actions referenced above can be discussed at the Special Council Meeting on March 25, 2021.

REQUESTED ACTION

Action 1: Approve/Disapprove one of the following actions:

- Pay the City Attorney for hours worked on March 22 and 23, and allow usage of accrued leave for March 24 through April 14.
- Terminate the City Attorney's employment effective March 25, 2021, and authorize payment for hours worked, accrued leave, and severance in accordance with Section 5.A. (Without Cause) of the City Attorney Employment Agreement dated October 7, 2019



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- Terminate the City Attorney's employment effective March 25, 2021, and authorize payment for hours worked and accrued leave only, in accordance with Section 5.B. (With Cause) of the City Attorney Employment Agreement dated October 7, 2019

Action 2: Authorize the Mayor to issue a formal written directive to the City Attorney to refrain from accessing City property or facilities, and contacting City employees, until further notice from the Mayor

Action 3: Authorize the City Manager to enter into an agreement with a qualified attorney or firm, for a limited special engagement, to provide legal counsel to the City regarding matters related to the investigation and arrest of the City Attorney

Action 4: Authorize the City Manager, as necessary, to enter into an agreement or agreements with qualified attorneys or firms, to provide legal counsel to the City regarding various ongoing City matters for a period of up to six (6) months

ATTACHMENTS

- City Attorney Employment Agreement, October 2019
- Amendment to the Employment Agreement, October 2020

CITY ATTORNEY EMPLOYMENT AGREEMENT

This Agreement is entered into this 7th 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:



Laurie Scott, City Clerk

CITY OF JACKSONVILLE BEACH:



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.

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.

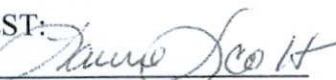
3. **Section 9. D.** is added to state that the City agrees to pay the City Attorney a \$500.00 per month stipend for maintaining Florida Bar Board Certification in City, County, and Local Government Law during his tenure as City Attorney, payable in bi-weekly equal installments each month, commencing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

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

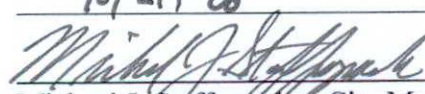
IN WITNESS WHEREOF, the City of Jacksonville Beach has caused this Agreement Amendment to be signed and executed, and duly attested, and the City Attorney, Chris Ambrosio, has signed and executed same on the dates written.

CITY OF JACKSONVILLE BEACH

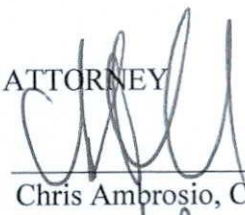
ATTEST:

Sign: 
 Print: Laurie Scott, City Clerk
 Date: 10/20/2020

Sign: 
 Print: William C. Latham, Mayor
 Date: 10/21/20

Sign: 
 Print: Michael J. Staffopoulos, City Manager
 Date: 10/21/2020

CITY ATTORNEY

Sign: 
 Print: Chris Ambrosio, City Attorney
 Date: 10/21/20