



City of Jacksonville Beach

Briefing Notice

City Council

11 North Third Street
Jacksonville Beach, Florida

Monday, October 9, 2023

5:30 PM

Council Chambers Conference Room

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:

- A. Future Briefing Topics
- B. Opioid Fund Use
- C. Deck the Chairs Contract Negotiation
- D. Pilot Program for Ticketed Events at Seawalk Pavilion
- E. City Attorney Services
- F. Miscellaneous City Manager Items
- G. Committee Assignment Report

Council Members in attendance may include:

Mayor:	Christine Hoffman		
Council Members:	Bill Horn	Sanding Golding	Dan Janson
	Fernando Meza	Cory Nichols	Greg Sutton

Please note: Council Members in attendance may vary according to their schedules.

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



CITY COUNCIL BRIEFING TOPIC	
TO:	Mayor and City Council
FROM:	Michael J. Staffopoulos, City Manager
DATE:	October 9, 2023
SUBJECT:	Opioid Fund Use

BACKGROUND

In June 2021, via Resolution No. 2086-2021, the City Council authorized the City to join the state of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding (the "Florida Plan") and formal agreements implementing a united plan for the allocation and use of opioid settlement proceeds. The Florida Plan divides the settlement funds into three funds: (1) the City/County fund; (2) the Regional Fund; and (3) the State Fund.

Since that time, the City of Jacksonville Beach has opted-in to participate in all settlements the state of Florida negotiated with McKesson, Cardinal Health, AmerisourceBergen (distributors), Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (manufacturer and collectively referred to as Janssen), Endo Health Solutions, CVS Health Corporation/CVS Pharmacy, Inc., Teva Pharmaceuticals Industries, Ltd., Allergan Finance, LLC, Walgreens Boots Alliance Inc./Walgreen Co., and Walmart as a result of the opioid litigation.

In August 2022, as supported by Resolution No. 2115-2022, the City of Jacksonville Beach, together with the City of Atlantic Beach, City of Neptune Beach, and the Town of Baldwin, entered into an Interlocal Agreement (ILA) with the Consolidated City of Jacksonville regarding the distribution of Regional Funds under the Florida Plan. As stated in the ILA, the City of Jacksonville Beach will receive a share percentage of the Regional Funds based on the adjusted population estimates for Florida counties and municipalities used for state revenue-sharing calculations as provided in the Local Government Financial Information Handbook *current at the time of each settlement fund distribution*. The approximate distributions of Regional Funds from the City of Jacksonville over the next 18 years (based on a share percentage of 2.3686%) are as follows:

YEAR	DISTRIBUTION YEAR	ANTICIPATED AMOUNT
1	Apr. 2023	\$218,146.71*
2	Sept. 2023	\$102,998.90
3	Sept. 2024	\$111,057.25
4	Sept. 2025	\$114,039.57
5	Sept. 2026	\$88,986.21
6	Sept. 2027	\$82,083.54
7	Sept. 2028	\$77,616.70
8	Sept. 2029	\$78,917.69
9	Sept. 2030	\$79,304.71
10	Sept. 2031	\$70,647.68
11	Sept. 2032	\$64,738.22
12	Sept. 2033	\$59,954.57



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13	Sept. 2034	\$63,204.29
14	Sept. 2035	\$63,204.29
15	Sept. 2036	\$63,204.29
16	Sept. 2037	\$50,634.67
17	Sept. 2038	\$50,634.67
18	Sept. 2039	\$22,691.31
TOTAL		\$1,462,110.27

*Amount actually received on May 11, 2023 was \$218,151.04

In addition to the Regional Funds received from the City of Jacksonville, the City will also receive City Funds, paid annually in September by the opioid administrator. The anticipated distributions of City Funds from the opioid administrator over the next 18 years are as follows:

YEAR	DISTRIBUTION YEAR	AMOUNT
1	Dec. 2022	\$21,437.80*
2	Sept. 2023	\$48,192.79*
3	Sept. 2024	\$25,275.07
4	Sept. 2025	\$26,203.41
5	Sept. 2026	\$18,404.78
6	Sept. 2027	\$23,984.00
7	Sept. 2028	\$25,927.86
8	Sept. 2029	\$26,390.68
9	Sept. 2030	\$26,390.68
10	Sept. 2031	\$24,321.53
11	Sept. 2032	\$22,194.59
12	Sept. 2033	\$20,553.65
13	Sept. 2034	\$22,332.72
14	Sept. 2035	\$22,332.72
15	Sept. 2036	\$22,332.72
16	Sept. 2037	\$19,694.25
17	Sept. 2038	\$19,694.25
18	Sept. 2039	\$8,812.57
TOTAL		\$424,476.07

*These funds have not yet been received, but are expected to be received via paper check in the near future as part of the September 2023 distribution.

As stated in the Florida Plan, all proceeds must be spent on opioid abatement, including prevention efforts, treatment, or recovery services. Schedule B of the Florida Plan, which sets forth approved uses of the settlement proceeds, is attached hereto.



FINANCIAL IMPACT

COUNCIL DIRECTION REQUESTED

1. Is it the consensus of Council to accept the Regional Funds received from the City of Jacksonville, and the City Funds from the opioid administrator?
2. If the City accepts the funds, is there a consensus among Council as to which service(s) the funds should be spent on?
3. What are Council's thoughts on the appropriate distribution or funding process?

ATTACHMENTS

1. Florida Plan Schedule B - Approved Uses

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



CITY COUNCIL BRIEFING TOPIC	
TO:	Honorable Mayor and City Council
FROM:	Michael J. Staffopoulos, City Manager
DATE:	October 9, 2023
SUBJECT:	Deck the Chairs Contract Negotiation

BACKGROUND

Deck the Chairs (DTC) is a non-profit organization and commensurate event that provides art downtown during the holiday season. The DTC event covers approximately six weeks, from the weekend after Thanksgiving to just after New Year's Day, and includes the installation of decorated lifeguard chairs in Latham Plaza and Seawalk Pavillion areas, with scheduled special events and performances. The DTC event has taken place in the City of Jacksonville Beach for a decade, with the last Agreement between the City and DTC executed in June 2020.

DTC, through its founder, Kurtis Loftus, has requested an Agreement renewal (see attached letter dated September 13, 2023). The letter requests:

- The same time frame for the DTC event as the current Agreement;
- Utilization of the same assets in Latham Plaza as the current Agreement; and
- Extension of the Agreement period to five years.

FINANCIAL IMPACT

The City provides annual funding of \$7,500 towards the DTC event, and access to certain assets, as contained in sections 7, 8 and 9 of the Agreement.

COUNCIL DIRECTION REQUESTED

1. Does the City Council wish to negotiate a new Agreement with DTC?

If yes, then:

2. Does the City Council support a five-year term as requested by DTC?

3. Does the City Council have guidance on any other terms and conditions as they exist within the current Agreement?

ATTACHMENTS

1. Current Deck The Chairs Agreement
2. 2023 Jacksonville Beach and Deck the Chairs Agreement Letter

AGREEMENT BETWEEN
DECK THE CHAIRS, INC. AND THE CITY OF JACKSONVILLE BEACH

This AGREEMENT dated the June 16, 2020, by and between the City of Jacksonville Beach, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY", and Deck The Chairs, Inc., hereinafter referred to as "DECK THE CHAIRS".

WHEREAS, DECK THE CHAIRS is the event producer and promoter of a decorated lifeguard chair art display and holiday music tree and light show; and

WHEREAS, DECK THE CHAIRS has previously produced a successful decorated lifeguard chair art display and holiday music tree and light show in the City; and

WHEREAS, the CITY desires that DECK THE CHAIRS continue to promote and produce an event known as DECK THE CHAIRS — Decorated Lifeguard Chair Art Display and Holiday Music Tree & Light Show, hereinafter referred to as "DTC EVENT."

NOW THEREFORE, for and in consideration of the covenants contained in this AGREEMENT and for other good and valuable consideration, the CITY and DECK THE CHAIRS agree as follows:

The term of this AGREEMENT shall commence on the 11th day of January, 2021, and terminate on the 14th day of January, 2024. However, either party may terminate this AGREEMENT at any time by giving the other party one hundred eighty (180) days written notice.

DECK THE CHAIRS AGREES AS FOLLOWS:

To promote, produce, supervise and direct the DTC EVENT annually in the City of Jacksonville Beach.

1. DECK THE CHAIRS shall designate the DTC EVENT as a Jacksonville Beach sponsored event and agrees that the CITY shall be advertised as the primary sponsor and shall prominently display CITY logos in all media, including but not limited to digital, print, radio and television; and on all promotional materials including but not limited to T-shirts, registration materials, etc.
2. DECK THE CHAIRS shall extend due diligence and its best efforts to obtain additional funds from other sources.
3. DECK THE CHAIRS agrees to work with other agencies, where possible, to promote and enhance the production of the DTC EVENT.
4. DECK THE CHAIRS shall seek and obtain additional sponsors for this event in order to

provide additional financial support for the costs incurred for production and advertising. Additional sponsors shall be organizations whose image and objectives comply with and do not conflict with the CITY's image of a family-oriented community.

5. DECK THE CHAIRS shall work in cooperation with the CITY's Special Events Committee to ensure compliance with all CITY Ordinances.
6. DECK THE CHAIRS agrees to follow and comply at all times with the CITY's Special Events Policies and Guidelines.
7. DECK THE CHAIRS shall be responsible for and shall pay for goods and services associated with the DTC EVENT, specifically: design, development, build and management costs of lifeguard chair art display and other themed displays and activities; additional storage of any non-CITY owned property; electrician costs; event signage; clean-up service for the event site; promotions; advertising; and, any other items as specified in this contract.
8. Annually, on or before July 1, DECK THE CHAIRS shall submit the following documentation to the CITY:
 - a. Articles of Incorporation and IRS Form 990, documenting non-profit status.
 - b. Annual statement of Income and Expense.
9. DECK THE CHAIRS shall maintain all accounting records and documents pertinent or relating to the performance and obligations under this Agreement in accordance with generally accepted accounting principles consistently applied. Due to the previous and potential future financial contributions by the City, all accounting records and documents shall be open to inspection and subject to audit by the City, or a designated City agent, to conduct any verification or investigation of the records and documents within 10 days of such a request. All records and documents shall be kept and maintained for ten (10) years after termination of this Agreement.
10. DECK THE CHAIRS shall submit in advance to the City Manager, or his/her designee, all specific financial requests for this event. Financial requests shall be submitted by April 1 of each year. The CITY, at its sole discretion, may provide funds to DECK THE CHAIRS.
11. DECK THE CHAIRS shall provide the CITY annually with a complete expense report of CITY monies expended for the previous year's event with supporting documentation by July 1 of each year this contract is in effect.
12. DECK THE CHAIRS shall be solely responsible to secure any necessary permits and shall provide the CITY with a Special Event liability insurance policy in the amount of \$2,000,000 (two million dollars) naming the City of Jacksonville Beach as additional insured for this event. Proof of insurance shall be produced and exhibited to the City Manager or his/her designee no later than fourteen (14) business days in advance of this event.

- a. DTC shall hold the CITY harmless against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting from the performance of this Agreement.
 - b. DTC shall also hold the CITY harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services, resulting in professional, malpractice or errors or omissions liability arising out of performance of this Agreement.
13. Prior to their distribution, copies of any press releases and advertisements will be provided to the CITY.
14. Notices, press releases, advertisements and other public information may be sent to:
- City of Jacksonville Beach
Director of Parks & Recreation
2508 South Beach Parkway
Jacksonville Beach, FL 32250

THE CITY AGREES AS FOLLOWS:

1. The CITY agrees to reserve the Latham Plaza and the SeaWalk stage and lawn area (areas A and B only, see Attachment 1 for map) on the dates below through **January of the year 2024**. The dates for the DTC EVENT may be changed for future events, if agreed upon by DECK THE CHAIRS and the CITY's Special Events Committee.

DATES: Beginning on the Sunday following Thanksgiving and ending on the Sunday following New Year's Day

Year	Beginning	Ending
2021-2022	Sunday November 28, 2021	Sunday January 2, 2022
2022-2023	Sunday November 27, 2022	Sunday January 8, 2023
2023-2024	Sunday November 26, 2023	Sunday January 7, 2024

2. The CITY agrees to reserve one week prior to the event for set up and one week following the event for tear down.

Year	Beginning	Ending
2021-2022	Sunday November 21, 2021	Sunday January 9, 2022
2022-2023	Sunday November 20, 2022	Sunday January 15, 2023
2023-2024	Sunday November 19, 2023	Sunday January 14, 2024

3. The CITY agrees that as a CITY promoted event, no facility rental fees will be charged for this event.
4. The CITY agrees to pay for all utilities for the event.

5. The CITY agrees to provide storage for CITY-owned items used to produce the DTC EVENT.
6. The CITY agrees to work with DECK THE CHAIRS on providing a safe, secure and welcoming experience for residents and visitors throughout the event by performing the following:
 - a. Advertising for the event on the programmable message board at Beach Boulevard from one week prior to the first weekend and throughout the event.
 - b. Performing regular Police Department patrols of the areas surrounding the event.
 - c. Installing lights on City-managed Latham and Pavilion park space and City Hall and commensurate with opening weekend of the event.
 - i. City will review design recommendations with DECK THE CHAIRS and agree upon a mutual approach and standards for lighting and installation (see Exhibit 1 attached). This design will be established no later than one month prior to event opening.
 - d. Working with DECK THE CHAIRS on any other items or issues, as may be mutually agreed to by both parties.
7. The CITY agrees to annual funding of \$7,500.00 for each year of the Agreement to be used towards any or all of the following:
 - a. Lighting and installation costs of Holiday Music Tree & Light Show.
 - b. Audio/video equipment and lighting costs for stage programming (see Exhibit 2 attached)
 - i. Opening Night.
 - ii. Night of Music and Dance.

Any Pavilion stage programming responsibilities not incorporated into Agreement, which may require additional funding as needed, will be reviewed and approved by the DECK THE CHAIRS and CITY (including but not limited to Toys 4 Tots, Tuba Christmas, TaxSlayer Gator Bowl Pep Rally).

8. The CITY shall provide access to 40 lifeguard chairs for the public art display and barricade fencing.
9. CITY funding, as referenced in 7 above and as set forth below, will be used exclusively for the DTC EVENT. Purchases made with CITY funding will be subject to the following restrictions:
 - a. Any additional CITY funding, as referenced in 7. above, will be subject to annual approval by the City Council at their sole discretion and budget availability. Both the purpose and the specific use of CITY funding may be approved annually at the sole discretion of the City Council.
 - b. CITY funding will be paid on a reimbursement basis, following the presentation of receipts and other appropriate supporting documentation as determined by the CITY.

- c. The CITY does not guarantee funding for this event except as specified in this agreement. The CITY'S performance and obligation to pay or contribute under this Agreement is contingent upon an annual appropriation by the CITY Council.

THE CITY AND DECK THE CHAIRS AGREE AS FOLLOWS:

1. The CITY's Special Events Coordinator will serve as the CITY's representative and coordinator.
2. DECK THE CHAIRS and its employees shall be independent contractors and shall at no time be considered employees of the CITY. The CITY shall not withhold taxes, pay taxes or provide any benefits on behalf of DECK THE CHAIRS.

SPECIAL EVENTS CONDITIONS

1. DECK THE CHAIRS will obtain a Special Event Permit annually by October 30 of each year this Agreement is in effect.
2. A minimum of ninety (90) calendar days prior to the DTC EVENT, DECK THE CHAIRS shall prepare and submit a Special Events Application in sufficient detail to allow it to be considered for permit approval by the CITY's Special Events Committee.
3. The Special Events Committee must approve the DTC EVENT site plan. Use of municipal parking lots by DECK THE CHAIRS is not permitted.
4. The distribution and consumption of alcoholic beverages within the DTC EVENT boundaries will not be allowed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

DECK THE CHAIRS

By:

Teresa Brown Pratt, President
DECK THE CHAIRS

Witness:

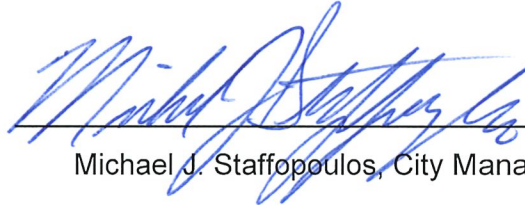
CITY OF JACKSONVILLE BEACH

By:



William C. Latham, Mayor

By:



Michael J. Staffopoulos, City Manager

Witness:



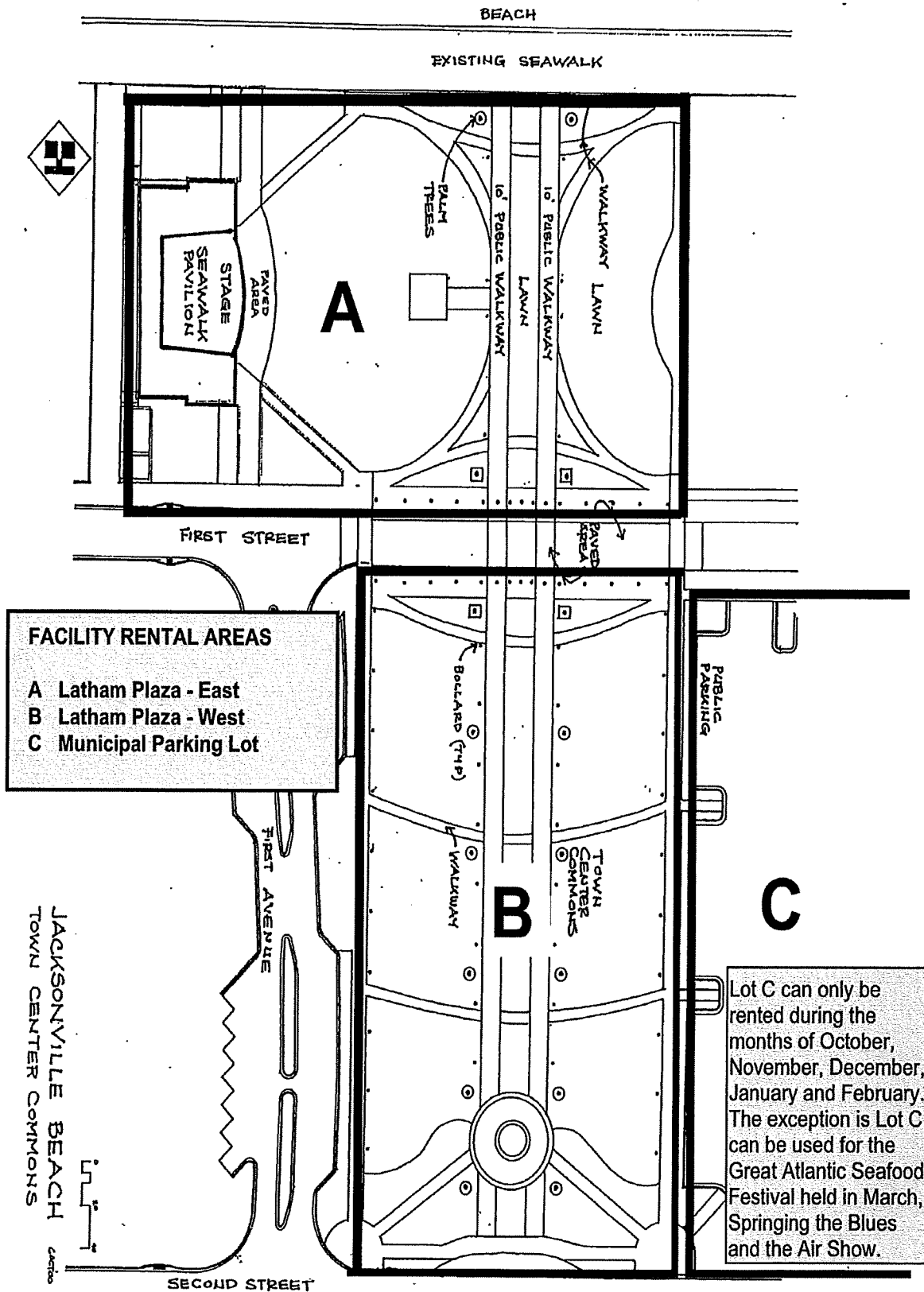
Laurie Scott, City Clerk

Approved as to form and legal sufficiency:



Chris Ambrosio, City Attorney

ATTACHMENT 1 FACILITY RENTAL AREAS





9.13.2023

Mike Staffopoulus
City Manager
City of Jacksonville Beach
11 3rd St North
Jacksonville Beach, FL 32250

Dear Mike,

On behalf of Deck The Chairs(DTC) Board of Directors we are excited to renew our partnership with the City of Jacksonville Beach. The decade-long story we have written together is a testament to strong public/private collaboration resulting in amazing success.

Together we have built the Beaches most favorite event, providing a major boost to children's arts while gaining positive international exposure. We are honored to have the City of Jacksonville Beach alongside this journey creating a more inspired future for the next generation.

Please review our request for a renewed agreement holding similar Fall dates between November and January and scheduling Latham Park with all assets utilized in the past. DTC is also asking that you expand the three year current agreement to a five-year agreement. The additional time will benefit work with corporate partners that rely on continuity in relationships.

DTC is motivated to continue improving the holiday visitor experience. Over the next five years our goal is to continue growing programming activities while working with dozens of public/private partners to create the best displays possible. DTC also plans to hold crowds to current size while expanding student exhibit decorating programs to other parts of Jacksonville during the holiday season. These citywide collaborations will serve to strengthen a broader positive community message that we can all celebrate.

Thank you for your time and consideration.

Please contact me or Kathy Marvin, DTC President with any questions.
Sincerely,

Kurti Loftus
Deck The Chairs, Founder, ED

Kurtis Loftus
Founder, Executive Director
Kathy Marvin
President
Alexander Zimmer
Vice President
Larry Griffin
Exhibits
Sarah Longenecker
Programming
Hannah Hackworth
Outreach
Robyn Wesley
Fundraising
Joseph R. McKenzie
School Liaison
Tiffany Gonzalez
School Liaison
Bill Hillegass, CPA
Honorary Chair/ Treasurer
Margaret Loftus
Honorary Chair/ Secretary
Cathy Thomasson
Student Exhibit Director

Promoting Children's Arts & Arts Education

3948 3rd Street South, #372 | Jacksonville Beach, FL 32250 | 904.716.3853 | www.deckthechairs.org
Deck The Chairs is a 501(c)(3) Public Charity.

CITY COUNCIL BRIEFING TOPIC

TO:	Michael J. Staffopoulos, City Manager
FROM:	Molly Alleger, Assistant to the City Manager
DATE:	October 9, 2023
SUBJECT:	Pilot Program for Ticketed Events

BACKGROUND

At a previous briefing, the City Council expressed interest in a pilot program for fully ticketed special events. Currently, the Special Event Policy only allows a limited number of ticket sales in a defined VIP area. However, several event producers have requested the ability to charge an entry fee, in order to cover production costs.

If a pilot program is approved for a single event, staff would recommend an equitable solicitation, such as Request for Proposals or Invitation to Negotiate. The solicitation could include evaluation criteria such as:

- Experience and track record;
- Event planning and logistics;
- Event type;
- Marketing and promotion; and
- Budget proposal.

Submittals could be evaluated and ranked by the Special Events Committee, and a recommendation made to the City Council based on ranking.

FINANCIAL IMPACT**COUNCIL DIRECTION REQUESTED**

1. Does the City Council wish to proceed with a pilot program for ticketed events?

If yes:

2. Does the City Council concur with staff's recommendation for solicitation?

3. Are there any other conditions Council would like to establish for the RFP/ITN process?

ATTACHMENTS

CITY COUNCIL BRIEFING TOPIC	
TO:	Mayor and Members of the City Council
FROM:	Karen Nelson, Deputy City Manager
DATE:	October 9, 2023
SUBJECT:	City Attorney Services

BACKGROUND

The City Attorney submitted a notice of resignation on October 4, 2023, and the vacancy will become effective on December 4, 2023. Administration is seeking direction from City Council regarding the continuity of legal services. Council may desire to employ an in-house City Attorney or contract with an outside attorney or firm for legal services. If there is a consensus among Council to recruit and hire an in-house City Attorney, staff proposes the following process:

1. Job Posting - the job will be advertised for a minimum of one month on the City's website, professional networking sites, and the following professional association sites:
 - a. International City/County Management Association
 - b. Florida League of Cities
 - c. Florida City & County Management Association
 - d. Florida Association of County Attorneys
 - e. Florida Municipal Attorneys Association
2. 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
3. Application Advancement - applications meeting minimum qualifications will be forwarded to Council for review.
4. Special Council Meeting - a special Council meeting will be scheduled to discuss applications meeting minimum qualifications. Council may determine to select candidates for interviews, or determine to re-advertise. For the purposes of this discussion, it is assumed that there will be candidates selected for interviews.
5. Interviews - Staff proposes the following interview process, to take place in one day:
 - a. Each Council member will 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 will interview each candidate to further determine his or her capabilities and fit with the entire Council.
6. Special Council Meeting - a special Council meeting will be held 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 unsuccessful. Voting on candidates must be done at a Council meeting, and is subject to sunshine laws.

7. 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 draft employment agreement.

8. Salary - Staff recommends a starting salary range of \$154,000 - \$214,000, depending on qualifications.

FINANCIAL IMPACT

The FY2024 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.

COUNCIL DIRECTION REQUESTED

1. Is it the consensus of Council to employ an in-house City Attorney or to contract with an outside attorney or law firm for legal services?
2. If Council desires to employ an in-house City Attorney:
 - a. Does Council concur with Administration's proposed process for screening and interviewing?
 - b. Does Council concur with the job description and staff's recommendation for starting salary?
 - c. Does Council wish to have the support of outside counsel to assist in negotiation of an Employment Agreement?

ATTACHMENTS

1. City Charter Chapter VI
2. City Attorney Job Description
3. Draft City Attorney Agreement

CHAPTER VI. - CITY ATTORNEY

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 fourteen (14) 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. 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 council, by a supermajority vote of five (5) members, approves the city attorney's removal at any time more than fourteen (14) days after passage of the initial resolution setting forth the council's intention to remove. Any such supermajority vote for removal shall become effective immediately upon passage. Should the council fail to take final action on the initial removal resolution within three (3) months or fail to achieve the required supermajority of five (5) votes required for passage, the removal shall fail, without prejudice to the initiation of a new removal process by the city council at any time in the future. 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.

Section 35. - Qualifications.

The city attorney must be a lawyer legally admitted to practice in the several courts of the State of Florida.

Section 36. - Compensation.

The city attorney shall receive an annual salary and benefits package to be fixed by the city council in the city attorney's contract.

Section 37. - Duties of city attorney.

The city attorney shall act as the legal advisor and counselor for the municipality and all of its officers in matters relating to their official duties. He shall prepare and review all ordinances, resolutions, contracts, bonds, and other instruments in which the municipality is concerned and shall endorse on each his approval of the form and correctness thereof. When required so to do by the city council, the city attorney shall prosecute and defend, for and on behalf of the city, all complaints suits, controversies, and proceedings in which the city is a party. He shall furnish the officers or the heads of any departments of the city his opinion on any question of law relating to their respective powers and duties.

CITY ATTORNEY	
Department	Executive and Legislative
FLSA Status	Exempt

GENERAL DEFINITION AND CONDITIONS OF WORK:

The City Attorney is a professional position reporting directly to and supervised by the City Council. This position is responsible for providing legal support to the City Council, City Administration, Departments and related City Boards and Committees. The City Attorney performs complex professional and administrative work on all aspects of municipal law including, but not limited to: drafting ordinances and resolutions; civil and criminal code enforcement litigation; land use; public hearings; contracts and procurement; inter-local agreements, utilities, public safety, finance, taxation, and labor; Florida public records law and Government in the Sunshine requirements. The City Attorney is responsible for oversight of the work product and contract management of outside legal counsel. Work is performed within the framework of established policies and requires independent responsibility, initiative and judgment. Evening work is required.

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects, and some light work requiring the exertion of up to 20 pounds of force occasionally, up to 10 pounds of force frequently, and a negligible amount of force constantly to move objects; work requires reaching, standing, walking, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

- **Performs the functions and duties of City Attorney as specified in the City of Jacksonville Beach Charter and Code of Ordinances.**
- Reviews, interprets and provides legal advice on existing and proposed state and federal legislation and regulations applicable to the City.
- Provides City staff with legal review and advice regarding code interpretation, contracts, resolutions, ordinance drafting, risk management, public safety, code enforcement and personnel matters.
- Represents the City in bid, purchasing and contract negotiations.
- Works in conjunction with departments on all matters pertaining to the City's Comprehensive Plan and Land Use Regulations.
- Regularly meets with City officials and employees to offer in-house training on matters of a legal nature, including, but not limited to, Florida public records law, ethics and Government in the Sunshine.
- Reviews, revises and prepares inter-local agreements with other governmental entities.
- Represents the City and City Council in court proceedings including mediation, hearings, litigation, and appeals.

CITY ATTORNEY	
Department	Executive and Legislative
FLSA Status	Exempt

- Coordinates with the Special Magistrate on resulting prosecution of municipal ordinance citations and cases proceeding to the court system. Requires familiarity with code enforcement statutory and case law, liens and foreclosures.
- Undertakes special projects as assigned by the City Council or required by City Departments.
- Retains, coordinates and monitors the performance of contracted legal specialists.
- Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Comprehensive knowledge of: federal, state, and municipal laws; Methods of litigation and court representation; State laws and court cases applicable to municipalities and public bodies; Various operations of a municipal government; Legal research methods; Rules of evidence and general statutory and case law; Management and public administration principles and methods; Related computer applications.

Ability to: Conduct all aspects of litigation as a representative of the City; Direct subordinates in processing civil and criminal actions and defending civil actions; Prepare a variety of legal documents, instruments, and reports; Formulate and present complex legal opinions on various aspects of City operations; Communicate effectively with others, make sound decisions and assimilate and understand information in a manner consistent with the essential job functions; Establish effective working relationships throughout the City organization and community.

EDUCATION AND EXPERIENCE:

A Juris Doctor (J.D.) from an American Bar Association accredited law school and membership in good standing with the Florida Bar Association are required. City, County and Local Government Law Certification from the Florida Bar is preferred.

Minimum of ten years' experience in municipal law, or five years' experience in Florida local government practice.

Florida Driver's License required.

This position is subject to a criminal, civil, and financial background check, and verification of previous employment, education, and professional credentials.

SPECIAL REQUIREMENTS:

Evening work is required to attend meetings and briefings of the City Council. Attendance at board and committee meetings is required as needed or directed by the City Council. In the event of a hurricane, major storm, natural or manmade disaster that may threaten the area, the City Attorney will be required to perform emergency duties as directed.

EMPLOYMENT AGREEMENT

This Agreement is entered into this ____ day of _____, 2024, 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 _____ (Fla. Bar No. _____), ("_____" or "City Attorney").

The parties agree as follows:

INTRODUCTORY STATEMENTS

The City Council of the City of Jacksonville Beach, Florida is 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 municipality and all 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 _____ 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

_____ 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 _____ as City Attorney for the City and _____ represents to the City that he/she 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 all duties and responsibilities set forth in the City Charter 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. The City Attorney shall devote his/her full attention, effort and abilities to the office and perform its duties and functions in a professional manner. No additional work may be undertaken by the City Attorney without the express, written consent of the City Council.

- C. _____ warrants and agrees that he/she is licensed to practice law in the state of Florida without limitation. _____ must maintain good standing with the Florida Bar throughout the terms of this Agreement as a condition of employment. Should _____ no longer be authorized to practice law in this State, or be disciplined by the Bar of any state of which he/she is a member for any reason, this contract will terminate for good cause.

Section 2. Commencement of Employment

Employment under the terms of this Agreement shall begin and _____ shall be present and available to perform the duties and functions of the City Attorney on a full-time basis on _____, 2024.

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 interpreted to imply or suggest a guaranteed tenure of employment.

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of _____ to resign at any time from this position with the City, provided however, he/she shall provide the City Council with at least sixty (60) 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 the first day of employment with the City of Jacksonville Beach, unless the City Council provides prior authorization. Nothing in this Agreement shall preclude the City Attorney from providing pro bono legal services as required by the Florida Bar so long as said services do not conflict with the City or with his/her professional obligations to the City.
- 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. _____ acknowledges that the proper performance of the duties of the City Attorney will require him/her to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Conversely, the City recognizes and acknowledges that because the City Attorney may often have to perform services outside of normal business hours that, when it is reasonable to do so, the

City Attorney may alter his/her times of arrival and departure to and from the workplace. Notwithstanding the foregoing, 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/her 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 Policies at the same rate as employees classified as Executive Management. 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. The City Attorney may only be removed as set forth in the City Charter, as same may be amended from time to time.
- B. If the employment of the City Attorney is terminated pursuant to the procedures in the City Charter, 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 accrued paid leave calculated at the rate of pay in effect upon termination, as authorized by City policies and law.
- C. The City Attorney shall not be entitled to the severance benefits described in section 5 B above if he/she is convicted of, pleads no contest to, or receives a withhold of adjudication for a felony or misdemeanor crime involving moral turpitude or dishonesty, or if he/she acts with misfeasance or malfeasance or otherwise is guilty of misconduct which constitutes conduct demonstrating disregard of the City's interests, a 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/her duties, 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.

- D. 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/her estate all accrued compensation due to the City Attorney as of the date of his/her death. The City shall have no other liability to the City Attorney, his/her 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 shall establish, within six months of commencement of employment, as referenced in Section 2, his/her principal place of residence within a 30 mile radius of the city limits of the City of Jacksonville Beach. Residency within a 30 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 \$_____ 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/her performance evaluation as outlined in section 8 below, and guidelines applied to City employees classified as Executive Management, 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.
- C. The City Attorney shall receive general cost of living adjustments, market adjustments, and other salary and benefit enhancements granted by action of the City Council to City employees classified as Executive Management. The City Attorney's base salary shall be increased by the same percentage and at the same time as Executive Management employees in accordance with established City policies and procedures.

Section 8. Performance Evaluation, Goals and Objectives

- A. Within the first six months of the City Attorney's employment, 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 work with the City Manager to identify processes and procedures for requests for, and provision of, legal services to City departments and staff.

- C. 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 _____, 2025. 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.
- D. The City Council shall provide the City Attorney a reasonable and adequate opportunity to discuss the City Attorney's evaluation with the City Council.
- E. The City's Human Resources 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. The City Attorney may elect to receive a cell phone allowance in lieu of City-provided cellular service. On the effective date of this Agreement, the annual amount of the cell phone allowance is \$600.00, payable in bi-weekly equal installments.
- 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. _____ has the option to rescind his/her election to participate or not to participate in the pension plan one time before vesting. If _____ 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 401A Deferred Compensation Plan. In the event that the annual contribution limit for _____'s ICMA 401A 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 _____. Alternatively, _____ may elect to receive the remaining contributions in excess of the annual limit in the form of taxable supplemental pay. The amount of the City contribution to _____'s individual retirement plan shall be the same percentage of base salary as the City contributes for all other City employees that are members of the General Employees' Pension Plan. On the effective date of this Agreement, the City contribution was 15.82%.

- B. If the City Attorney elects to participate in the General Employees' Pension Plan, he/she 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 _____ shall commence on _____ 1, 2024. In the event that _____ incurs charges for health insurance premiums during the period from _____ through _____, the City agrees to reimburse _____ 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

- A. The City Attorney agrees to obtain the Florida Bar Board Certification for City, County and Local Government Law, within four years of initial employment, and maintain Board Certification for the duration of employment. The City agrees to pay the cost of preparation, exam fees, continuing education, and other reasonable costs associated with obtaining and maintaining the Florida Bar Board Certification for City, County and Local Government Law.
- B. The City agrees, subject to the annual budget approved by the City Council, to pay the cost of professional licensing, subscriptions, and memberships to the Florida Bar, the Florida Municipal Attorneys Association, and other professional organizations as may be deemed appropriate for the position.

- C. The City shall pay the registration fees, travel and subsistence expenses of electronic and in-person professional conference training and seminars consistent with the City's policy on travel. In any event, the expenses for the registration for the professional conference training and seminars shall not be less than the amount required to maintain the Florida Bar licensed status, and Florida Bar Board Certification for City, County and Local Government Law. The City Attorney will submit a detailed list of anticipated expenses at the time of budget approval.

Section 13. Moving Expenses

The City agrees to pay directly, or reimburse the City Attorney for the actual and reasonable expenses of moving into the area, as referenced in Section 6, as determined after the City Attorney has provided to the City three written estimates of such expenses. Such expenses may include packing, moving, storage costs, unpacking, insurance charges and other reasonable customary moving expenses.

Section 14. 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/her 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 _____ 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/her 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 15. 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. _____ 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 _____ 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 City Manager and duly attested by its City Clerk, and _____ has signed and executed this Agreement on the date first written above.

ATTEST:

CITY OF JACKSONVILLE BEACH:

Sheri Gosselin, City Clerk

Christine H. Hoffman, Mayor

Michael J. Staffopoulos, City Manager

EMPLOYEE:

APPROVED AS TO FORM:

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. Attends meetings of the Planning Commission, Special Magistrate, Board of Adjustment, and any other meetings as directed by Council or, if after a review of the Agenda, he/she determines that the scheduled matters require his/her appearance. Other meetings shall be attended at the request of the City Council or City Manager, 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.