



**BOARD OF COMMISSIONERS
WORKSHOP MEETING - DISCUSSION
ON CITY MANAGER AGENDA
Thursday, August 21, 2025 at 2:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708**

This Meeting will be televised on Spectrum Channel 640 and YouTube Streamed on the City's Website.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**

Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record, and the organization or group you represent. Please limit your comments to five (5) minutes and do not include any topic on the agenda. Public comment on agenda items will be allowed when they come up.

If you would like someone at the City to follow up on a comment or question made at the meeting, you may fill out a comment card with the contact information and give it to the City Manager. Comment cards are available at the back table in the Commission Chambers. Completing a comment card is not mandatory.

- 4. DISCUSSION ON CITY MANAGER**

[A.](#) City Manager Discussion

- 5. ADJOURNMENT**

One or more Elected or Appointed Officials may be in attendance.

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this

meeting should call the City Clerk at 727-391-9951, ext. 231 or 232 or email a written request to cvanblargan@madeirabeachfl.gov.

ARTICLE V. CHARTER OFFICERS, ADMINISTRATIVE DEPARTMENTS AND CIVIL SERVICE COMMISSION¹

Section 5.1 City Clerk, City Attorney, City Manager and City Treasurer; Charter Officers.

There shall be appointed a City Clerk, City Attorney, City Manager and City Treasurer who shall serve at the pleasure of the Board of Commissioners and said officers shall be considered "Charter Officers".

Section 5.4 City Manager.

The Board of Commissioners shall appoint a City Manager and fix compensation. The Manager shall be appointed on the basis of executive, professional, and administrative qualifications, with special reference to actual experience in, or knowledge in respect to the duties of the office.

The City Manager must be a member, and maintain membership in good standing, of the International City/County Management Association (ICMA) and Florida City and County Managers Association (FCCMA).

The City Manager will be hired by the Board of Commissioners under a written employment contract.

While it may be preferable that the City Manager live within the City of Madeira Beach, it is not mandatory.

- A. *Removal.* The Commission may remove the Manager from office only after a due process name clearing hearing in accordance with the following procedures:
1. The Board of Commissioners shall adopt by affirmative vote of a majority of all its members a preliminary charging document resolution, which must state with particularity the reasons for removal and may suspend the Manager from duty for a period of time not to exceed forty-five (45) days if good and probable cause is shown.
 - a. If the Board of Commissioners determines immediate suspension is in the best interest of the City and the Board of Commissioners shall appoint an Acting City Manager within 48 hours of suspension.
 - b. If the Board of Commissioners determines immediate suspension is in the best interest of the City, the City Manager may continue to serve until the due process hearing if no good and probable cause is shown for immediate suspension or if immediate suspension is not in the best interest of the City.
 - c. A copy of the resolution shall be delivered promptly to the Manager.
 2. Within five (5) business days after a copy of the preliminary charging document resolution is delivered to the Manager, the City Manager may resign or file with the Board of Commissioners a written request for a public hearing. This hearing shall be held at a Board of Commissioners meeting not earlier than fifteen (15) days nor later than thirty (30) days after the request is filed.

¹Editor's note(s)—Ord. No. 2018-09, § 1, adopted Aug. 20, 2018, and at the direction of the city, repealed Art. V and renumbered Art. VI as Art. V and amended it in its entirety. Former Art. V pertained to city manager, which can now be found in § 5.4, and derived from Ord. No. 1009, adopted Dec. 9, 2003.

The Manager may file with the Board of Commissioners a written reply to the preliminary charging document resolution for removal not later than five (5) days before the hearing.

3. The Board of Commissioners may accept a resignation or adopt a final resolution of removal, upon the affirmative vote of a majority of all of its members at a noticed hearing any time after five (5) business days from the date when a copy of the preliminary charging document resolution was delivered to the Manager, if the City Manager has resigned or not requested a public hearing, or at any time after the conclusion of the public hearing if the City Manager has requested a due process name clearing hearing.
 4. The Manager shall continue to receive salary and all benefits until the effective date of resignation or final resolution of removal or as specified in the City Manager's contract. In no event shall any severance exceed that which is allowed by Florida Statutes, as may be amended from time to time. The action of the Board of Commissioners in suspending or removing the Manager shall be subject to review by a Court or agency as set forth under state or federal law.
- B. *Acting City Manager.* By letter filed with the City Clerk, the City Manager shall designate, subject to approval of the Board of Commissioners, a qualified City administrative officer to exercise the powers and perform the administrative duties of Manager during an extended temporary absence or debilitating disability. In the event the City Manager fails, or is unable, to make such a designation, the Board of Commissioners by resolution may appoint a qualified City administrative officer to serve in the extended absence or incapacity of the City Manager. The Board of Commissioners may revoke the City Manager's designation at any time and appoint another officer of the City to serve until the City Manager shall return to duty.
- C. *Powers and duties.* The City Manager shall:
- Be the chief administrative officer of the City.
- Be responsible to the Board of Commissioners for the administration of all City affairs placed in their charge by or under this Charter.
- Have the following powers and duties to:
1. Appoint and, when deemed necessary for the good of the City, suspend or remove all City employees and appointive administrative officers provided for or under this Charter that the City Manager is empowered to appoint, except as otherwise provided by law, this Charter, contract or personnel rules adopted pursuant to this Charter. The City Manager may authorize any administrative officer who is subject to the City Manager's direction and supervision to exercise those powers with respect to subordinates in that officer's department, office or agency.
 2. Direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided in this Charter or by law.
 3. Attend all Board of Commissioners meetings and shall have the right to take part in discussions but may not vote.
 4. See that all laws, provisions of this Charter and directives of the Board of Commissioners, subject to enforcement by him/her or by officers' subject to the City Manager's direction and supervision, are faithfully executed.
 5. Recommend to the Board of Commissioners for adoption such measures as he/she may deem necessary or expedient in the interest of the City.
 6. Prepare and submit the annual budget and capital program to the Board of Commissioners.
 7. Make such other reports as the Board of Commissioners may require concerning the operations of the City departments, offices and agencies subject to direction and supervision.

8. Keep the Board of Commissioners fully advised as to the financial condition and future need of the City and make such recommendations to the Board of Commissioners concerning the financial affairs of the City as the City Manager deems necessary.
9. See that all terms and conditions imposed in favor of the City or its residents in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, the City Manager shall call the same to the attention of the City Attorney and the Board of Commissioners.
10. Be the purchasing agent of the City, by whom all purchases of supplies shall be made. In the capacity of purchasing agent the City Manager shall also conduct all sales of personal property. The Board of Commissioners shall, by ordinance, establish regulations governing the purchasing and sales criteria of the City Manager. The Board of Commissioners may from time to time prescribe amendments to the purchasing and sales criteria ordinance.
11. Perform such other duties as are specified in the Charter or may be required by the Board of Commissioners.

(Ord. No. 2018-09, § 1, 8-20-2018)

Section 5.5 City Treasurer.

There shall be a director of finance who in turn shall also be the City Treasurer. The director of finance shall be appointed by the City Manager subject to Board of Commissioner's approval. The director of finance shall be accounting department head, responsible for personnel and equipment of finance, accounting, cashiering, licensing, billing and collecting sums due the City and related financial accounting and systems operations. The director of finance shall be personally responsible for maintaining current and accurate accounting records of City activities, in accordance with accepted municipal accounting practices and governing city laws. He shall issue monthly financial reports to the Board of Commissioners. All matters concerning the fiscal and financial conditions of the City shall be his responsibility and he shall assist in preparing the annual financial budget, the monthly financial reports, showing comparison of revenue and expenditures to anticipated revenues and appropriation expenditures. He shall be responsible for advising the City Manager and the Board of Commissioners as soon as possible concerning significant deviation. The director of finance shall be personally responsible for adequate safeguards for City assets, including cash, inventories, equipment and pertinent records concerning the same, as well as records of all receivables and liabilities of the City. Adequate safeguards shall include the proper internal control procedures and sufficient insurance concerning any theft, casualty and liability exposure. The director of finance shall be the custodian of all monies of the City and responsible for promptly depositing all receipts in designated bank accounts as well as responsible for prompt payment of current bills and obligations against the City, when approved.

The director of finance shall be properly and sufficiently bonded.

Section 5.6 Administrative departments.

- A. *Creation of departments.* The Board of Commissioners may establish or abolish departments of the City, offices or agencies pursuant to the authority granted by ARTICLE IV, BOARD OF COMMISSIONERS, Section 4.7, Creation of New Departments, of this Charter.
- B. *Direction by Manager.* All departments, offices and agencies shall be under the direction and supervision of the City Manager and shall be further administered by an officer appointed by and subject to the direction and supervision of the Manager. With the consent of the Board of Commissioners, the Manager may serve as the head of one or more such departments, offices or agencies or may appoint one person as the head of two or more of them.

(Ord. No. 2018-09, § 1(Exh. A), 8-20-2018)

Section 5.7 Personnel systems; Civil Service Commission.

- A. *Merit principal.* All appointments and promotions of City employees shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence.
- B. *Civil Service Commission; Membership.* There shall be a Civil Service Commission of the City of Madeira Beach, Florida, which Commission shall be composed of five citizens of said City. The Civil Service Commission shall be appointed by the Board of Commissioners of the City of Madeira Beach, Florida. The term of office for each member shall be three years and shall be staggered so that not more than two terms expire within any one year. Three Commissioners shall constitute a quorum. Members of the Civil Service Commission shall hold no remunerative office or employment under the City of Madeira Beach, Florida. The Board of Commissioners of the City of Madeira Beach, Florida, shall have the authority to remove for cause any and/or all Civil Service Commissioners.
- C. *Personnel Rules.* The Civil Service Commission shall prepare personnel rules. When concurred by the City Manager, the rules shall be proposed to the Board of Commissioners, and the Board of Commissioners may by Ordinance adopt them with or without amendment. These rules shall include, but are not limited to:
 - 1. The classification of all classified City positions, based upon the duties, authority and responsibility of each position, with adequate provisions for classification of any position whenever warranted by circumstances;
 - 2. A pay plan for all classified City positions;
 - 3. Methods for determining the merits and fitness of candidates for appointment or promotions;
 - 4. The policies and procedures regulating reduction in force, demotion, suspension and removal of employees;
 - 5. The hours of work, attendance regulation and provisions for sick and vacation leave;
 - 6. Grievance procedures, including procedures for the hearing of grievances by the Civil Service Commission, which may render advisory opinions based on its findings to the City Manager with a copy to the aggrieved employee. In this respect the Civil Service Commission shall have the power to issue subpoenas to compel attendance by witnesses and to administer oaths;
 - 7. Other practices and procedures necessary to the administration of the City personnel system;
 - 8. In connection with the aforementioned personnel rules, the Civil Service Commission shall inquire into the implementation of such personnel rules as considered necessary to ensure compliance therewith.
- D. *Duties and powers of the Civil Service Commission.* All duties, powers, reservations of power, and funding for the Civil Service Commission may be provided for by Ordinance duly passed by the Board of Commissioners of the City of Madeira Beach, Florida.
- E. *Powers to collectively bargain recognized.* Nothing contained in this Charter shall limit the power of the Board of Commissioners of the City of Madeira Beach, Florida, acting through its Manager from entering into collective bargaining negotiations with any officers, employees, or group of employees for the purpose of establishing by contract conditions of employment, rules or compensation of said officers, employees, or groups of employees. For the purposes of this Charter, ARTICLE I, Section 6, of the Constitution of the State of Florida is specifically recognized.

(Ord. No. 446, 1-28-1975; Ord. No. 664, 8-14-1984/11-7-1984; Ord. No. 2018-09, § 1(Exh. A), 8-20-2018)

EMPLOYMENT AGREEMENT – ROBIN GOMEZ

This Agreement, made and entered into this 6th day of December 2021, by and between the City of Madeira Beach, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City" and Robin Gomez, hereinafter called "Manager," both of whom understand as follows:

WITNESSETH:

WHEREAS, Article V of the City Charter establishes the position of City Manager who shall be fully engaged in work for the City and shall serve at the pleasure of the Board of Commissioners of the City of Madeira Beach; and

WHEREAS, the Board of Commissioners ("BOC") selected Manager at a public meeting on November 22, 2021 and desires to employ the services of Robin Gomez as City Manager of the City of Madeira Beach as provided within the City Charter; and

WHEREAS, it is the desire of the BOC to provide certain benefits, establish certain conditions of employment, to set working conditions and set the framework and context for the relationship which shall exist between the City and Manager; and

WHEREAS, it is the desire of the Commission to: 1) retain the services of Robin Gomez as Manager and to provide inducement for him to remain in such employment; 2) make possible full work productivity by assuring Manager's morale and peace of mind with respect to future security; 3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Manager; and 4) provide a just means for terminating Manager's services; and

WHEREAS, Robin Gomez desires to serve as City Manager of City, and

WHEREAS, the BOC and Manager have mutually negotiated and agreed to the terms of this agreement.

NOW THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

SECTION 1. DUTIES

City hereby agrees to employ Manager to perform the duties specified in Article V, Section 5.4 of the City Charter and to perform other legally permissible and proper duties and functions as the BOC may from time-to-time assign.

SECTION 2. TERM AND EFFECTIVE DATE

- A. City and Manager agree to the exclusive employment of Manager. Manager's start date will be December 20, 2021. The term of this Agreement shall be for an initial period of two (2) years from December 20, 2021, to December 19, 2023. This Agreement may be amended, extended, or terminated by the parties, in accordance with the provisions of this Agreement unless terminated or resigned pursuant to Sections 2, 7 and 8, herein. If either party does not wish to renew this Agreement, they must give sixty (60) days prior to expiration of this Agreement.
- B. Regarding outside activities, the employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Manager may elect to accept limited teaching and consulting opportunities with the understanding that such arrangements shall not constitute interference or a conflict of interest with Manager's responsibilities under this Agreement, and such arrangements shall only be undertaken following authorization by the BOC.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of BOC to terminate the services of Manager at any time, subject to the provisions set forth in Article V, Section 5.4 of the City Charter, and Sections 2.A. and 7 of this Agreement.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Manager to voluntarily resign at any time from his position with City, in accordance with the provisions set forth in Sections 2.A. and 8 of this Agreement.
- E. This Agreement shall take effect upon approval by BOC and the date first entered above.

SECTION 3. SALARY

- A. City agrees to pay Manager an annual base salary of One Hundred Thirty-Five Thousand Dollars (\$135,000.00), payable in accordance with the City's payroll procedures.
- B. In addition, City may increase the base salary and/or benefits of Manager in such amounts and to such extent as BOC may determine it is desirable to do so upon the basis of an annual review of Manager's salary. (See Section 9).

SECTION 4. BENEFITS

- A. Manager shall receive all benefits provided to City employees, as defined in the City's Personnel Rules and Regulations, except as they may be amended by the terms and conditions of this Agreement.

- B. Manager shall be provided annual vacation leave equal to twenty-one (21) workdays per calendar year, accrued from January 1, 2022. Upon hire, Manager will be provided a one-time additional 5 days vacation.
- C. City agrees to provide and ensure continuous coverage of health, dental, and vision disability and life insurance for Manager beginning January 1, 2022.
 - 1. City shall pay one hundred percent (100%) of health, dental and vision insurance premiums for Manager and his dependents.
 - 2. City shall pay one hundred percent (100%) of long-term disability premium for Manager.
 - 3. City shall pay one hundred percent (100%) of term life insurance policy premium for coverage equal to the Manager's annual salary.
- D. Manager shall be provided sick leave equal to twelve (12) workdays per calendar year accrued on date of employment and each anniversary date thereafter. Sick leave does not carry over year to year.
- E. City shall provide to Manager a vehicle allowance in the amount of Five Hundred Dollars (\$500.00) per month to purchase, maintain and insure said vehicle until and unless the City purchases a vehicle and furnishes for use by the City Manager in lieu of a vehicle allowance.

SECTION 5. RETIREMENT

- A. City shall make a contribution of twelve percent (12%) annually, of Manager's base salary, into Manager's established International City/County Management Association Retirement Corporation (ICMA-RC) Governmental Money Purchase Plan and Trust (401 [a]) Plan, which after deposit by the City into the ICMA-RC plan can then be rolled over or transferred into another investment plan and/or money market, brokerage account, IRA (traditional etc.) at the sole investment discretion of the City Manager. City agrees to execute all necessary agreements provided by ICMA-RC within sixty (60) days of the date of employment to establish that plan for the City's contributions retroactive to the date of Manager's first pay period. Upon the date of employment Manager shall remain fully vested in the plan at one hundred percent (100%) ownership.
- B. In addition to the City's payment to the International City/County Management Association Retirement Corporation (ICMA-RC) Money Purchase (401 Plan referenced above), City agrees to execute all necessary agreements provided by ICMA-RC for Manager in the International City/County Management Association (ICMA) 457 Deferred Compensation Plan.

SECTION 6. PROFESSIONAL DEVELOPMENT

Manager shall be a member in good standing of the International City Manager's Association (ICMA) and a member of the Florida City/County Management Association (FCCMA) at all times of employment. If Manager fails to maintain membership in the associations set forth above, City may terminate employment immediately, subject to the provisions of the City Charter and this Agreement. City shall budget and pay for professional dues, subscriptions and certifications necessary for Manager's continuation and membership in national, state and local associations and organizations, including the International City/County Management Association (ICMA) and Florida City/County Management Association (FCCMA). City hereby also agrees to budget and pay the registrations, travel and subsistence, Manager for professional and official travel, conferences and seminars, including one national and one state conference per year up to a total city contribution of Three Thousand Dollars (\$3,000.00) per year. Other training consistent with the City Manager position or certifications may be approved by the BOC upon request.

SECTION 7. SUSPENSION TERMINATION SEVERANCE CONDITIONS

- A. **DISCIPLINARY DUE PROCESS HEARING.** The BOC may terminate this Agreement at any time for any reason, however, if terminated before the end of the term, a due process ("name clearing") hearing shall be placed on a BOC agenda and noticed to the public regarding any issue concerning the City Manager's continued employment, affording the City Manager notice and an opportunity to be heard. Specific procedures for suspension or termination set forth in Article V, Section 5.4 of the City Charter shall govern the procedures that the BOC may invoke to suspend, remove, or terminate Manager from office. If the Agreement is terminated, the Manager will be given sixty (60) days' notice.
- B. **TERMINATION.** In the event Manager is terminated during the term of this Agreement by a majority vote of the BOC, Manager is entitled to severance as follows:
 - 1. Payment at the exit salary rate for value of all accrued annual vacation leave established and available at the time of termination.
 - 2. Other accrued eligible benefits up to the date of termination, payable at the exit salary rate, including twenty five percent (25%) of any accrued sick leave established and available at the time of termination.
 - 3. The City Commission may terminate this Agreement at any time for any reason. Upon termination by a majority vote of the BOC, severance pay will be determined as follows:

- a. If terminated For Cause, two (2) weeks' pay, however, severance pay shall be prohibited if the Manager is terminated for "misconduct" as defined in S 443.036(29), Fla. Stat.;
- b. If terminated without cause, an amount of fifteen (15) weeks of Manager's annual exit salary rate, paid biweekly as payroll or in multiple installments or in one lump sum payment, at the Managers discretion.

4. Definition of "For Cause." Nothing herein shall modify or diminish the authority of the BOC to terminate the Manager nor alter or change the indefinite nature of the Manager's term of employment as provided by Article V, Section 5.1 of the City Charter. "For Cause" will not be required for removal of the Manager. However, for purposes of determining whether the Manager will be entitled to severance pay only, "For Cause" shall include any act of fraud, dishonesty or conviction of any criminal act (except for minor traffic infractions) made unlawful under any state, federal or local law, or the failure to comply with any law relating to public records, public meetings, or disclosure (as determined by a court of jurisdiction or the Florida Commission on Ethics).

- C. The BOC authorizes and directs that payments made pursuant to the terms and conditions stated herein shall be made without further approvals being requested or required.
- D. Any City health, dental and vision, disability, and life insurance benefits, which are provided to Manager pursuant to this Agreement and the City's Personnel Rules and Regulations shall continue to be provided at the same terms and rates provided herein for the severance duration following termination.
- E. In the event of termination, City shall continue to make retirement contributions into Manager's established International City/County Management Association Retirement Corporation (ICMA-RC) Governmental Money Purchase Plan and Trust (401 (a)) Plan as outlined in Section 5.A. of this Agreement for the 15-week severance duration.
- F. In the event Manager resigns following any formal action of the City Commission requesting that the City Manager resign (either for cause or without cause) from his employment with the City, then the Manager may at his option resign from his position and shall be deemed to be "terminated" (either with cause or without cause) within the meaning and context of the severance provisions of this Section.
- G. In the event Manager is terminated by Commission for conviction of a felony. the City shall have no obligation to pay the severance sums stipulated in Section 7.

SECTION 8. RESIGNATION

In the event Manager voluntarily resigns his position with City, then Manager shall give the City sixty (60) days advance written notice, unless Commission requests and approves shorter notice. In the event of voluntary resignation, the City agrees to pay Manager all accrued and inured benefits, including vacation and twenty five percent (25%) sick leave.

SECTION 9. PERFORMANCE EVALUATION

Each year, the BOC shall conduct a performance review of Manager during an agenda item posted at a noticed public meeting in advance of the adoption of the annual operating budget. The parties agree that performance evaluations for the purpose of mid-course corrections may occur at any time. The review and evaluation shall be in accordance with specific criteria developed jointly by Commission and Manager during an initial strategic planning and goal setting workshop, and at any such time thereafter as requested by the BOC.

SECTION 10. MOVING AND RELOCATION EXPENSES

The City shall reimburse Manager for moving and relocation costs up to a maximum of Ten Thousand Dollars (\$10,000), provided Manager timely submits receipts for such costs.

SECTION 11. OTHER TERMS AND CONDITIONS


- A. The City shall provide the Manager with a cellular telephone, laptop computer, or other technologies it deems necessary to complete his duties.
- B. In the event of Manager's death while serving in capacity of this Agreement, the City's obligations under this contract shall terminate except for transfer of balances in Manager's retirement accounts, deferred compensation accounts, insurance and all eligible accrued leave, salary, and other benefits, which shall be paid in accordance with this Agreement to his designated beneficiary(s).
- C. City shall maintain and pay for a blanket bond and liability insurance policy that protects the Manager from damages and liability on actions, errors or omissions occurring in the performance of his official job responsibilities and duties.
- D. The City will provide a temporary housing allocation to Manager of One Thousand Dollars (\$1,000.00) per month beginning January through March 2022 (3 months).
- E. The text herein shall constitute the entire Agreement between the parties.
- F. This Agreement has been negotiated and drafted by both City and Manager and shall not be more strictly construed against either party.

- G. This Agreement may not be amended except by written Agreement by and between City and Manager.
- H. If any provision, or any portion thereof, contained in this Agreement is held to be preempted by state statute or City Charter, unconstitutional, invalid, or unenforceable, that portion of the Agreement shall be deemed severable, and the remainder of this Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Madeira Beach City Commission has noticed, voted, and approved this Agreement and have caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and Manager has signed and executed this Agreement, both in duplicate, the effective day and year first written above.

THIS EMPLOYMENT AGREEMENT BY AND BETWEEN ROBIN GOMEZ AND THE CITY OF MADEIRA BEACH, FLORIDA IS HEREBY APPROVED BY:



MAYOR JOHN HENDRICKS
CITY OF MADEIRA BEACH, FLORIDA


ROBIN GOMEZ

ATTESTED BY CITY CLERK:


CLARA VANBLARGAN

APPROVED AS TO LEGAL FORM:


CITY ATTORNEY

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement, made and entered into this 19th day of October, 2022, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City" and **ROBIN GOMEZ**, hereinafter referred to as "Manager," both of whom agree as follows:

WITNESSETH:

WHEREAS, the City and Manager mutually negotiated and entered into that certain Employment Agreement dated December 6, 2021 ("Agreement"); and

WHEREAS, the City and Manager wish to extend the term of the Employment Agreement to December 19, 2024, and increase the annual salary of the Manager.

NOW THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other to amend the provisions of the Employment Agreement as follows:

1. That subparagraph A of Section 2 (Term and Effective Date) shall be amended to read as follows:

SECTION 2. TERM AND EFFECTIVE DATE.

- A. City and Manager agree to the exclusive employment of Manager. Manager's start date will be December 20, 2021. The term of this Agreement shall be for an initial period of three (3) years from December 20, 2021 through December 19, 2024. This Agreement may be amended, extended or terminated by the parties, in accordance with the provisions of this Agreement, unless terminated or resigned pursuant to Sections 2, 7 and 8, herein. If either party does not wish to renew this Agreement, they must give sixty (60) days written notice prior to the expiration of this Agreement.
2. That Section 3 (Salary) shall be amended to read as follows:

SECTION 3. SALARY

- A. City agrees to pay Manager an annual base salary of One Hundred Forty Thousand Dollars (\$140,000.00), payable in accordance with the City's payroll procedures starting October 1, 2022.
- B. In addition, City may increase the base salary and/or benefits of Manager in such amounts and to such extent as BOC may determine it is desirable to do so upon the basis of an annual review of Manager's salary. (See Section 9).

IN WITNESS WHEREOF, the City of Madeira Beach has caused this First Amendment to Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested to by the City Clerk, and Manager has signed and executed this Agreement, both in duplicate, the effective day and year first written above.

CITY OF MADEIRA BEACH**ATTEST:**


Clara VanBlargan, City Clerk

By:


John B. Hendricks, Mayor

APPROVED AS TO FORM:


Thomas J. Trask, City Attorney

CITY MANAGER:


Robin Gomez

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

12th This Second Amendment to Employment Agreement, made and entered into this day of June, 2024, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City" and **ROBIN GOMEZ**, hereinafter referred to as "Manager," both of whom agree as follows:

WITNESSETH:

WHEREAS, the City and Manager mutually negotiated and entered into that certain Employment Agreement dated December 6, 2021 ("Employment Agreement"); and

WHEREAS, the City and Manager mutually negotiated and entered into that certain First Amendment to Employment Agreement dated October 19, 2022 ("First Amendment"); and

WHEREAS, the City and Manager wish to extend the term of the Employment Agreement, as amended, to December 31, 2028, increase the annual vacation leave of the Manager for an additional four (4) annual vacation leave workdays for a total of twenty-five (25) days, and clarify that the Manager's performance evaluation will occur in May of each year.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other to further amend the provisions of the Employment Agreement as follows:

1. That subparagraph A of Section 2 (Term and Effective Date) shall be amended to read as follows:

SECTION 2. TERM AND EFFECTIVE DATE.

- A. City and Manager agree to the exclusive employment of Manager. The term of this Agreement shall begin on December 20, 2021 and end on December 31, 2028. This Agreement may be amended, extended or terminated by the parties, in accordance with the provisions of this Agreement, unless terminated or resigned pursuant to Sections 2, 7 and 8, herein. If either party does not wish to renew this Agreement, they must give sixty (60) days written notice prior to the expiration of this Agreement.

2. That subparagraph B of Section 4 (Benefits) shall be amended to read as follows:

SECTION 4. BENEFITS

- B. Manager shall be provided annual vacation leave equal to twenty-five (25) workdays per calendar year.

3. That Section 9 (Performance Evaluation) shall be amended to read as follows:


SECTION 9. PERFORMANCE EVALUATION

In May of each year, the Board of Commissioners shall conduct a performance evaluation of Manager during an agenda item posted at a noticed public meeting. The parties agree that performance evaluations for the purpose of mid-course corrections may occur at any time. The review and evaluation shall be in accordance with specific criteria developed jointly by Commission and Manager.

IN WITNESS WHEREOF, the City of Madeira Beach has caused this Second Amendment to Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested to by the City Clerk, and Manager has signed and executed this Agreement, both in duplicate, the effective day and year first written above.

CITY OF MADEIRA BEACH

ATTEST:

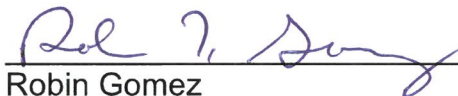

Clara VanBlargan, City Clerk

By: 
James "Jim" Rostek, Mayor

APPROVED AS TO FORM:


Thomas J. Trask, City Attorney

CITY MANAGER:


Robin Gomez

Opening Statement:

I am respectfully submitting this evaluation in accordance with the city manager's contract and for inclusion in the public record. The commission was provided a template by the city manager to use for this evaluation; I have chosen to complete only the narrative portion, as I believe it allows for a more accurate and thoughtful reflection.

This evaluation outlines both the challenges and expectations currently facing the city manager. While there have been notable strengths—particularly his personal dedication during emergencies and his positive rapport with staff—overall performance has been inconsistent. Key concerns include poor follow-through on commission directives, inadequate communication, and the need for a more professional and respectful workplace culture.

Moving forward, it is essential that the manager improve accountability, strengthen communication, and demonstrate fairness and professionalism in all public interactions. With deliberate focus and leadership, there is opportunity for meaningful improvement and renewed alignment with the city's priorities.

City Manager Performance Evaluation***1. What would you identify as the manager's strengths expressed in terms of the principal results achieved during the rating period?***

While overall performance has been inconsistent, the city manager has shown strong personal dedication, particularly during emergencies. After the hurricanes, he remained fully committed to city operations despite his own family being displaced, which demonstrated commendable resilience and work ethic. He also maintains a friendly and approachable demeanor with staff, knowing employees by name and generally being well-liked on a

personal level. However, while he fosters individual relationships, stronger leadership is needed in setting the tone for a more respectful and professional workplace culture. His personal dedication is a strength that, if paired with higher standards for staff conduct, could lead to a more effective and unified team.

2. What performance area would you identify as most critical for improvement?

The most critical areas for improvement are follow-through, communication, and consistency in public engagement. There have been repeated issues with poor follow-up on projects and tasks requested by the commission, which has caused frustration and delays. Communication with both the commission and staff also needs to be more timely, clear, and consistent to ensure alignment and accountability. Additionally, the city manager must work on treating all residents and business owners with fairness and respect—regardless of whether interactions are difficult or pleasant. Professionalism and kindness should be extended to everyone, even in challenging situations.

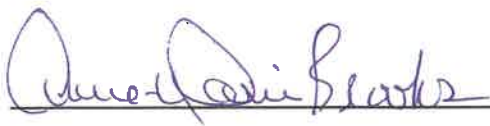
3. What constructive suggestions or assistance can you offer the manager to enhance performance?

To enhance performance, I recommend the manager prioritize consistent follow-through on commission directives and project tasks, with clear timelines and regular updates. Establishing a system for tracking action items and reporting progress would increase accountability and reduce delays. Improving communication with both the commission and staff is also essential. More transparent, timely, and two-way communication—especially on key issues—will help build trust and ensure alignment across leadership. Additionally, it's important that the manager set a higher standard for professionalism among staff. Addressing and discouraging negative or disrespectful talk in the workplace will help foster a more respectful and productive environment. Finally, I encourage the manager to

approach all residents and business owners with kindness and impartiality, regardless of how challenging interactions may be. Consistently modeling respectful behavior will strengthen public confidence and reinforce the city's commitment to fair and inclusive service.

4. What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

Looking ahead, I expect the manager to place a stronger focus on accountability, responsiveness, and professionalism. Priorities for the new rating period should include: improving follow-up on commission requests, increasing transparency and communication with both the commission and staff, and fostering a workplace culture grounded in respect and teamwork. It's also essential that the manager actively engages with all members of the public—residents and business owners alike—with patience, fairness, and professionalism. This includes handling difficult interactions with composure and empathy. Setting clear goals, regularly reporting progress, and maintaining open lines of communication will be critical to rebuilding trust and moving the city forward effectively. The manager has the capacity to lead well but must take more deliberate steps to meet the expectations of this role and the community we serve.



Mayor Anne-Marie Brooks

5-29-2025

Date

City Manager Performance Evaluation

City of Ma delira Beach

Evaluation period: _____ to _____

David Tagliarini
Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to _____.

The deadline for submitting this performance evaluation is _____.

Evaluations will be summarized and included on the agenda for discussion at the work session on _____.

Mayor's Signature_____
Date

David Tagliarini
Governing Body Member's Signature

1/30/2024
Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- 5 Diligent and thorough in the discharge of duties, "self-starter"
- 5 Exercises good judgment
- 5 Displays enthusiasm, cooperation, and will to adapt
- 5 Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

2. PROFESSIONAL SKILLS AND STATUS

- 5 Maintains knowledge of current developments affecting the practice of local government management
- 5 Demonstrates a capacity for innovation and creativity
- 5 Anticipates and analyzes problems to develop effective approaches for solving them
- 5 Willing to try new ideas proposed by governing body members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- 5 Carries out directives of the body as a whole as opposed to those of any one member or minority group
- 5 Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- 5 Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

4. POLICY EXECUTION

- 5 Implements governing body actions in accordance with the intent of council
- 5 Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- 5 Understands, supports, and enforces local government's laws, policies, and ordinances
- 5 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 5 Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

5. REPORTING

- 5 Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- 5 Responds in a timely manner to requests from the governing body for special reports
- 5 Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- 5 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 5 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

6. CITIZEN RELATIONS

- 5 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 5 Maintains a nonpartisan approach in dealing with the news media
- 5 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 5 Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

7. STAFFING

- 5 Recruits and retains competent personnel for staff positions
- 5 Applies an appropriate level of supervision to improve any areas of substandard performance
- 5 Stays accurately informed and appropriately concerned about employee relations
- 5 Professionally manages the compensation and benefits plan
- 5 Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

8. SUPERVISION

- 5 Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 5 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 5 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- 5 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 5 Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal $25 \div 5 = 5$ score for this category

9. FISCAL MANAGEMENT

- 5 Prepares a balanced budget to provide services at a level directed by council
- 5 Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Prepares a budget and budgetary recommendations in an intelligent and accessible format
- 5 Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- 5 Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal $25 \div 5 = 5$ score for this category

10. COMMUNITY

- 5 Shares responsibility for addressing the difficult issues facing the city
- 5 Avoids unnecessary controversy
- 5 Cooperates with neighboring communities and the county
- 5 Helps the council address future needs and develop adequate plans to address long term trends
- 5 Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal $25 \div 5 = 5$ score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

Mr. Gomez has a clear vision for the success and health of our city and he is able to establish long and short term goals and plans to achieve his vision.

What performance area(s) would you identify as most critical for improvement?

Some residents are rude and harsh with Mr. Gomez and city employees. Mr. Gomez handles these situations well, but like the rest of us, could continue to maintain a professional and non-judgemental attitude when dealing with these challenging residents.



What constructive suggestions or assistance can you offer the manager to enhance performance?

Continue to "rise above" with responses to rude and harsh residents

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

Mr. Gomez gives 200% at all times. His commitment to his job and the city is non-reproachable and unquestioned. We are indeed fortunate to have a person with his experience, knowledge, and commitment as our City Manager.

2019-2020 Annual Report

2019-2020 Annual Report

The 2019-2020 Annual Report provides a comprehensive overview of the company's performance over the past year. It details the company's financial results, operational achievements, and strategic initiatives. The report is structured into several sections, including an executive summary, a detailed financial review, a discussion of operational performance, and a look ahead for the future. The executive summary highlights the company's strong growth and resilience in the face of market challenges. The financial review shows a steady increase in revenue and profit, supported by improved cost management and operational efficiency. The operational performance section discusses the company's commitment to innovation, customer satisfaction, and environmental sustainability. Finally, the look ahead section outlines the company's strategic vision and goals for the coming year.

Financial Performance

Financial Performance

The financial performance of the company over the 2019-2020 period was exceptional. Total revenue increased by 15% compared to the previous year, while net income grew by 20%. This growth was driven by a combination of factors, including strong demand for the company's products, successful marketing campaigns, and operational improvements. The company's financial health is reflected in its strong balance sheet, with a significant increase in cash and equivalents. The management team has implemented a series of cost-saving measures, which have helped to maintain healthy profit margins despite rising input costs. The company's financial performance is a testament to the dedication and hard work of its employees and the strategic leadership of the management team.

City Manager Performance Evaluation

City of MADEIRA BEACH


Evaluation period: _____ to _____

Commissioner Eddie McGeehan
Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to _____.

The deadline for submitting this performance evaluation is 12/5/23.

Evaluations will be summarized and included on the agenda for discussion at the work session on _____.

Mayor's Signature_____
Date
Governing Body Member's Signature12/5/23
Date Submitted

INSTRUCTIONS

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Any item left blank will be interpreted as a score of "3 = Average"

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Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- 5 Diligent and thorough in the discharge of duties, "self-starter"
- 5 Exercises good judgment
- 5 Displays enthusiasm, cooperation, and will to adapt
- 5 Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

2. PROFESSIONAL SKILLS AND STATUS

- 5 Maintains knowledge of current developments affecting the practice of local government management
- 5 Demonstrates a capacity for innovation and creativity
- 5 Anticipates and analyzes problems to develop effective approaches for solving them
- 5 Willing to try new ideas proposed by governing body members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- 5 Carries out directives of the body as a whole as opposed to those of any one member or minority group
- 5 Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- 5 Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

4. POLICY EXECUTION

- 5 Implements governing body actions in accordance with the intent of council
- 5 Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- 5 Understands, supports, and enforces local government's laws, policies, and ordinances
- 5 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 5 Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

5. REPORTING

- 5 Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- 5 Responds in a timely manner to requests from the governing body for special reports
- 5 Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- 5 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 5 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

6. CITIZEN RELATIONS

- 5 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 5 Maintains a nonpartisan approach in dealing with the news media
- 5 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 5 Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

7. STAFFING

- 5 Recruits and retains competent personnel for staff positions
- 5 Applies an appropriate level of supervision to improve any areas of substandard performance
- 5 Stays accurately informed and appropriately concerned about employee relations
- 5 Professionally manages the compensation and benefits plan
- 5 Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

8. SUPERVISION

- 5 Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 5 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 5 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- 4 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 5 Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal 24 ÷ 5 = 4.8 score for this category

9. FISCAL MANAGEMENT

- 5 Prepares a balanced budget to provide services at a level directed by council
- 5 Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Prepares a budget and budgetary recommendations in an intelligent and accessible format
- 5 Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- 4 Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal 24 ÷ 5 = 4.8 score for this category

10. COMMUNITY

- 5 Shares responsibility for addressing the difficult issues facing the city
- 5 Avoids unnecessary controversy
- 5 Cooperates with neighboring communities and the county
- 5 Helps the council address future needs and develop adequate plans to address long term trends
- 5 Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

The City Manager is very open-minded, approachable, and understanding to the needs of the citizens, employees, and the city. The City Manager is also great at delegating authority to the different City divisions and City Directors.

What performance area(s) would you identify as most critical for improvement?

The City Manager could possibly evaluate all employees performance semi-annually and give constructive criticism where necessary.

What constructive suggestions or assistance can you offer the manager to enhance performance? _____

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period? _____

