

CITY OF PAHOKEE



AGENDA

City Commission Special Meeting

Tuesday, September 16, 2025, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Mayor Keith W. Babb, Jr.
Vice Mayor Sanquetta Cowan-Williams
Commissioner Isabelle J. McDonald
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott

CHARTER OFFICERS:

Michael E. Jackson, City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, P.A., City Attorney

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

- A. INVOCATION AND PLEDGE OF ALLEGIANCE**
- B. ROLL CALL**
- C. TOPIC**
 - 1. PROCESS FOR NAMING AN INTERIM CITY MANAGER
- D. PUBLIC COMMENTS**
- E. ADJOURN**

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda or non-agenda item must complete the “Request for Appearance and Comment” form and present completed form to the City Clerk prior to commencement of the meeting.

Should any person seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting, such person will 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. (Reference: Florida Statutes 286.0105)

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting the Office of the City Clerk at 561-924-5534. If hearing impaired, contact Florida Relay at 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statutes 286.26)

RESOLUTION 2024 - 32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, REQUIRING PUBLIC INTERVIEWS AND PRESENTATION OF CREDENTIALS FOR THE POSITIONS OF CITY MANAGER, CITY ATTORNEY AND CITY CLERK; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the positions of City Manager, City Attorney and City Clerk are selected and terminated upon a vote of the City of Pahokee's City Commission ("City Commission"); and

WHEREAS, in addition to requirements already established by the City of Pahokee's Charter and Code of Ordinances, that City Commission desires to impose additional requirements when considering future replacement of the City Manager, City Attorney and City Clerk; and

WHEREAS, more specifically, the City Commission desires that prior to future selection for the offices City Manager, City Attorney and City Clerk, that public interviews take place and that the City Commission conducts a review of credentials from candidates seeking said positions; and

WHEREAS, the City Commission finds that requiring public interviews and presentation of credentials for the future positions of City Manager, City Attorney and City Clerk is in the best interests of the City of Pahokee.

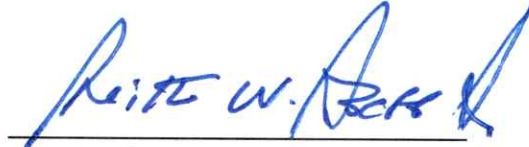
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby true and correct and incorporated by reference.

Section 2. Requirement for Interviews and Presentation of Credentials.
The City Commission of the City of Pahokee hereby establishes a requirement that prior to the selection of a future City Manager, City Attorney or City Clerk, there shall be public interviews and presentation of credentials.

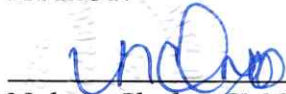
Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 27th day August 2024.

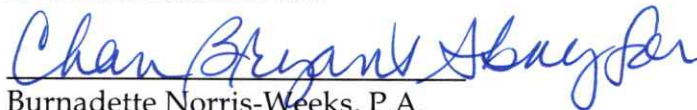


Keith W. Babb, Jr., Mayor

ATTEST:


Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Comm. McPherson

Seconded by: Comm. Boldin

VOTE:

Commissioner Boldin	☒ (Yes)	☐ (No)
Commissioner Cowan-Williams	☒ (Yes)	☐ (No)
Commissioner McPherson	☒ (Yes)	☐ (No)
Vice-Mayor Murvin	☒ (Yes)	☐ (No)
Mayor Babb	☒ (Yes)	☐ (No)



FLORIDA CITY/COUNTY MANAGER SEARCH GUIDE

May 2024

INTRODUCTION¹

Selecting a city or county manager or administrator² is one of the most important decisions made by a governing body.³ The objective of this guide is to assist local elected officials and staff with the search process.⁴

Recruiting and selecting a new manager can be a very positive, enjoyable, and unifying experience for a governing body. It provides an opportunity for the governing body, as a group, to think together about objectives and priorities as a basis for determining the characteristics of an effective manager for their community.

Like a chief executive officer in a Fortune 500 company, the manager is responsible for serving the governing body, managing the financial aspects of the organization, directing the employees, ensuring quality customer service, and implementing legal and ethical standards. Additionally, as a resource to the governing body, the manager will help determine whether governing body objectives and priorities are appropriately defined, considered, and implemented. Unique to public agencies, the manager oversees an organization that is focused on providing a variety of services to the community rather than on making profit.

The position of manager requires a variety of skillsets. Not every person can perform this role. Therefore, selecting the right person for the job is critical to the success of the governing body and of the community.

Recruiting and selecting a new manager provides an opportunity for the governing body to look to the future in a way that is seldom experienced when considering agenda items at a typical governing body meeting.

¹Appreciation is extended to Texas City Management Association (TCMA) for permission to use their 2022 edition of "Guidelines for Recruiting a City Manager."

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

³"Governing body" as used in these guidelines refers to the mayor/chair and council/commission and their roles as outlined in the city/county charter, administrative procedures policy, and general laws as applicable.

⁴In 2023, the Board of Directors of FCCMA requested that the Senior Advisors prepare a Florida search guide for chief administrative officers. A public/private partnership work group made up of the following members prepared this guide: Jim Hanson, Senior Advisor and Chair; Russ Blackburn, Senior Advisor; Kurt Bressner, Senior Advisor Emeritus; Dan Kleman, Senior Advisor; Carol Russell, FCCMA Association Services Coordinator; Doug Thomas, Executive Vice President of Recruitment & Leadership Development, Strategic Government Services (SGR); Lynn Tipton, FCCMA Director Emeritus; and Heidi Voorhees, President, GovHRUSA, a Division of MGT Consulting of America.

When faced with an upcoming or immediate vacancy in the manager position, the governing body must provide the following:



Strong, consistent political leadership for conducting the recruitment



A well-organized, coordinated and transparent recruitment



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



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

The governing body must act thoughtfully and deliberately in determining how to ensure that operations of the local government are properly managed during the period before a permanent manager is selected and on the job. In some cases, the members of the governing body may agree they have confidence in a specific staff person. Should the governing body determine that there is no one on staff whom it can or wants to appoint as the interim manager, it may decide to retain the services of a retired or in-transition manager.

The governing body should publicly announce the appointment of the interim manager, making clear to all stakeholders that the interim manager is responsible for implementing governing body policy and overseeing operations.

Florida Government in the Sunshine:

Strict compliance with Florida law for all aspects of the search is essential. The position profile or other search documents must clearly advise all potential applicants that their application materials are subject to public disclosure under Florida law. Assurances of confidentiality cannot be provided.

This guide will discuss:

1. Steps Prior to Recruitment
2. Responsibility for Recruitment
3. Role of the Outgoing Manager and Guidelines for the Interim Manager
4. Parameters of Recruitment
5. Generation of Candidate Pool
6. Selection

SUMMARY:

Following these six steps will help guide a successful search.

1 STEPS PRIOR TO RECRUITMENT

Prior to recruitment, the governing body, with assistance of staff and possibly the **Florida City and County Management Association** (FCCMA) Senior Advisor Program or the **Florida Association of Counties** (FAC), should:

- Authorize preparation of a concise announcement to the public, the organization and stakeholders regarding the executive vacancy.
- Provide a timetable and option for selection of an interim manager.
- Identify local charter and state statute requirements for the position.
- Review the current job description.
- Identify and agree upon the essential characteristics and criteria of the next manager.
- Obtain a status report on organization and projects.
- Discuss compensation, benefits and employment agreement.
- Discuss housing assistance if residency is required.
- Prepare an outline of a recruitment plan.
- Defer key actions where possible until the new manager arrives.

SUMMARY:

These core elements should be addressed by the governing body at the start of the search.

2 RESPONSIBILITY FOR RECRUITMENT

The governing body is responsible for determining the approach used to conduct the recruitment. Regardless of the process used to recruit and evaluate manager candidates, members of the governing body must be clear that they will approve the selection of final candidates, conduct the interviews, and make the final selection.

Four search options are summarized here:

1. The governing body conducts the recruitment *in-house* using the elected body members, organization staff (such as the human resources department), the interim city manager (if that person is not a candidate for the permanent position), or some combination of these.
2. The governing body *outsources* the recruitment by contracting with a firm that specializes in providing executive search assistance to cities or counties. Using an executive search firm provides the most comprehensive search.^{5, 6}
3. The governing body authorizes a search conducted by the FCCMA Senior Advisor Program or the FAC.⁷
4. The governing body authorizes a *hybrid* approach, conducting the recruitment internally with assistance from the FCCMA Senior Advisor Program or the Florida Association of Counties.

SUMMARY:

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

⁵Contact FCCMA staff for a list of Florida-involved search firms or see Exhibit A. "Florida Local Government Executive Search Firms."

⁶See Exhibit B. "Search Firm Services Typically Provided."

⁷The FCCMA Senior Advisor Program search services are limited to cities and towns under 10,000 population and counties under 50,000 population. However, the Senior Advisor Program is available to meet with jurisdictions of any size to assist in finding an interim manager and outlining the scope of a manager search. Specific search services required should be discussed with the FCCMA Senior Advisor Coordinator or the FAC representative.

3 ROLE OF THE OUTGOING MANAGER AND GUIDELINES FOR THE INTERIM MANAGER

The **Code of Ethics for the International City/County Management Association** (ICMA) provides guidance to the role of the outgoing manager in a recruitment as well as guidelines for the interim manager.

ICMA Code of Ethics – Tenet 3:

Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.⁸

The exiting or retiring manager should refrain from working on the process itself (other than directing necessary staff to do their respective roles) and should maintain an appropriate distance from the governing body as their deliberations proceed.

If appropriate, the outgoing manager may provide insights to candidates.

The interim manager who *is* a candidate for the post must refrain from all involvement in the process, which would be a conflict of interest.

The interim manager who is *not* a candidate for the post may talk with staff about processes and procedures and can assist the elected officials with questions as necessary. Since the incoming manager, in theory, will continue to work with an internal former interim manager, fact-based neutrality as an interim manager should be an overriding principle to guide the level of involvement during the recruitment.

SUMMARY:

All members of ICMA and FCCMA are obligated to follow the ICMA Code of Ethics. Understanding this requirement will help ensure professional management.

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

4 PARAMETERS OF RECRUITMENT

Prior to starting a search, the governing body should establish the parameters of the recruitment.

PARTICIPANTS IN THE SEARCH:

At the onset of the recruitment, the governing body must address who will be involved in the search. Participants may include the governing body, staff, and/or a citizen committee, if authorized by the governing body.

Staff: The staff role can vary, depending upon whether the governing body, an executive search firm, an FCCMA Senior Advisor, or the FAC is responsible for conducting the recruitment. If the governing body or the FCCMA Senior Advisor Program is conducting the recruitment, staff will often be responsible for placing advertisements and collecting resumes. They may also assist in scheduling interviews. If an executive search firm is involved, the firm may be responsible for all these administrative details. The role of staff in this case is usually limited to providing information about the community and organization and to coordinating generally with the search firm. When an executive search firm is involved, staff often provide additional input to develop the Manager Profile and sometimes are invited to participate in other events during the interview process.

Citizen Engagement: In some instances, governing bodies have involved individual citizens or citizen committees in defining desired characteristics of a new manager and participating in an advisory role in the review leading to the determination of finalists. The participants in the screening should represent a cross section of the community as much as possible.

However, regardless of the type or level of citizen candidate review, only the governing body decides on interview candidates and hires the new manager.

MANAGER PROFILE:

Identifying the desired characteristics and goals for the new manager goes to the heart of the recruitment. A profile can encompass those qualities, characteristics, education, experience, and areas of expertise of the ideal candidate. The profile should also address any residency requirements for the position.

Using the profile as a guide and considering how applicants measure against the established criteria and against one another, the governing body can better ensure that the candidate it appoints has the combination of management experience and leadership style to be successful in the position. Developing the manager profile helps the governing body define its needs and establishes the groundwork for generating a rich pool of applicants with the skills and abilities to address the needs of the governing body, community, and organization. Additionally, the profile should include information

about the attributes of the community, issues it faces, quality of life, and objectives the manager should achieve. The governing body has a responsibility to present the position accurately, attractively, and competitively.

In summary, it is vital for the governing body to determine *by consensus* what their community needs, include these needs in the profile, and refer to these needs when considering all candidates' skills and backgrounds. These characteristics and objectives help the governing body identify in detail their ideal manager within the potential candidate pool, review resumes, select finalists, and hire the best "fit" for the community.⁹

COMPENSATION:

While it is important for the governing body to have some general understanding of the salary parameters that will be acceptable, the governing body must also allow itself some flexibility in this area. The governing body can and should obtain comparable data for other cities/counties of similar size in their region.¹⁰ In addition, benefits and housing assistance should be confirmed.

After the Manager Profile has been approved by the governing body, advertising can proceed.¹¹

SCOPE OF RECRUITMENT:

When a manager vacancy is advertised, resumes will usually be received from individuals in different parts of the country. Since the governing body is looking for the best candidate, all resumes received should be reviewed carefully. Some governing bodies will choose to focus on their state or region, thinking that these candidates may have a better understanding and orientation to problems they face, legal issues, financing alternatives, and similar matters. Given the competitive nature of the profession, a nationwide search is recommended.

OUTREACH STRATEGY:

It is advantageous for the governing body to ensure that every professional who might have an interest in the vacant position is aware of the opportunity to apply. In addition to posting the position vacancy in professional publications, websites, social media, and job boards, a brochure describing the community, the position profile, and the governing body's key goals and objectives will enhance the opportunity to attract outstanding candidates.

⁹See Exhibit C. "Sample Manager Profile."

¹⁰See Exhibit D. "Manager Salary and Benefit Information."

¹¹See Exhibit E. "Places to Advertise."

TIMING OF THE SEARCH:

Publication deadlines must be considered to properly advertise a vacant manager position in a timely manner. An ideal search timeline will provide 30 - 60 days from the start of the recruitment to the deadline for submitting resumes; 30 - 60 days to review resumes; 30 days to schedule interviews with candidates, hold interviews, conduct background checks, and select a candidate; and a minimum of 30 - 45 days for the new manager to relocate to the community. The estimated time from start to selection of a new manager is between 90 to 120 days.

SUMMARY:

The governing body must discuss and reach a consensus on each of the above parameters at the outset of the recruitment. This consensus will not only result in a framework for conducting the overall recruitment but also help ensure that the governing body is unified in its approach to the recruitment of a manager. After this consensus has been reached, the recruitment can move forward.

5 GENERATION OF CANDIDATE POOL

The recruitment is distinguished from the selection by focusing on the generation of a sufficient pool of qualified applicants so that the selection has a reasonable number of applicants to screen. Professionalism, punctuality, and responsiveness during this period of advertising and obtaining applications for the position is key because applicants receive their first impressions of the community and organization during the recruitment phase.

Candidates must not only have technical and administrative skills and experience, but also possess the “non-task-related factors” of the job. The manager’s job has certain well-defined managerial tasks, such as budgeting, supervising, and communicating, which are vital to the organization’s core operations. A manager may carry out well-defined managerial tasks but may be lacking in non-task-related factors, resulting in poor overall performance.

In today’s complex public sector, communities are an ever-increasing mix of races, ethnicities, religions, gender identity, and sexual orientation. It is important for communities to seek out candidates from various backgrounds, cultures, ages, genders and experiences. This not only ensures a fair representation of the community’s population, but also brings in a variety of perspectives and ideas that can contribute to the effective administration of the local government services and can foster innovation, creativity and knowledge. Recruitment goals can be furthered through targeted outreach, social media postings of the vacant position, advertising on a variety of websites that are specific to local government, advertising on websites that serve underrepresented minorities, and generally demonstrating an open and welcoming culture.

SUMMARY:

To effectively recruit, the local government must market the position so that its requirements are clear to potential applicants. The goal of recruitment is to generate a sufficient pool of qualified applicants. To accomplish this, relations with applicants must communicate professionalism and responsiveness as well as provide accurate, descriptive information about the position, the community and the status of the process. The local government can use both outreach and advertising while making sure that both approaches encourage a broad-based candidate pool.

6 SELECTION

After the deadline for submitting resumes has passed, selection begins. Methods used to screen applicants typically include careful review of each candidate's resume and cover letter, social and print media presence, consideration of reference letters and/or reference calls, and interviews – virtual, face-to-face, or a combination of the two. Dependence upon a single information source is not advised.

The singularly most important premise of the council-manager form of government is the political neutrality of the manager, who is professionally required to perform in a non-partisan manner and to avoid electoral politics. This professional standard, along with education and training, ensures that the professional manager relies on technical and administrative reasoning in all official duties.

Similarly, the governing body's role in the recruitment and the selection of a manager must remain politically neutral. Elected members must not expect the manager to share their political perspectives. The governing body must not inject partisan politics into selecting a new manager.

RESUME REVIEW:

Unless the governing body has retained an executive recruiting firm to assist in the selection or is using the services of FCCMA's Senior Advisor Program or the FAC services, the governing body must review resumes.

USING THE ADOPTED CRITERIA:

To narrow the field of applicants, those reviewing the resumes must compare them with the recruiting criteria adopted by the governing body at the onset of recruitment.

DETERMINING FINALISTS:

A common selection initially reduces the applicants to a highly qualified group of approximately ten (10) candidates. When the initial resume review has been completed, the most qualified, smaller (perhaps 5 – 9) second-round group of applicants will be subject to more thorough background checks, including references, social media usage history, and possibly virtual interviews. All finalists should have a full background check. The governing body must resist the temptation to select finalist candidates before background checks have been completed.

Based upon the candidates' qualifications per the original selection criteria of the governing body and the results of the background checks, the governing body then chooses a smaller group of 3 - 5 finalists, who are invited to the community for interviews.

¹²See Exhibit F. "Background Checks – Recommended Scope of Services."

It is recommended the governing body prepare a list of reserve candidates in the event finalists decide not to pursue the position.

MECHANICS OF INTERVIEWING:

Interviewing must be well organized and the setting comfortable. A discussion leader should be designated, and all governing body members must participate. The governing body may opt for individual discussions with each finalist.

Some types of questions or inquiry are prohibited by law. The city or county attorney should prepare a report or guideline of what types of questions or inquiry must be avoided in either the public interview or individual discussions. The focus must always remain on KSA – knowledge, skills, and abilities. The governing body should ask the same questions of each candidate.¹³

EMPLOYEE/COMMUNITY INVOLVEMENT IN INTERVIEWING:

The governing body may choose to supplement interviewing by inviting employees, community leaders, and/or the public in general to participate. For example, finalists may meet with the department heads or other staff to review departmental operations in more detail or to receive a tour of the community. Similarly, finalists may meet with selected community leaders to receive input on matters the leaders consider important to the local government. A public reception or question-and-answer session with candidates is often held. Note that this type of involvement is to provide the candidates with additional information about the community. Employees and/or community members will not be involved in the actual selection of the city manager.

PARTNER INVOLVEMENT IN INTERVIEWING:

If the partner is invited to accompany the finalist candidate, this part of the selection must be well-organized and based on the interests of the partner, insofar as that can be determined and accommodated. Additionally, partner involvement may be beneficial to the candidate's review and assessment of the community.

REIMBURSEMENT OF INTERVIEW EXPENSES:

Confirm the city or county policy on reimbursement of expenses in conjunction with the interview. The practice of most local governments is to reimburse candidates and partners for any actual out-of-pocket expenses.

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

¹⁴If comment cards are used for feedback at a public reception or session, be mindful that in Florida those comments are public record.

POST-SELECTION:

Selection produces three possible outcomes:

- One finalist has emerged as the clear choice.
- The governing body has narrowed down to more than one finalist whom they would like to pursue further.
- No finalists are acceptable.

If one clear first choice occurs, the governing body, through its representative, can notify the candidate, confirm the willingness of the candidate to accept the position, and then move to finalize a total compensation package and other arrangements.

If the governing body decides to further consider two or three finalists, it may choose to invite those finalists (and possibly the finalists' partners) for a second interview.

If no finalists meet the governing body's expectations, the governing body may decide to rescreen some of the applicants who did not make the first round of finalists. Another option is to restart the entire search.

If the governing body is unable to satisfactorily conclude negotiations with the first-choice finalist, the governing body may want to open discussions with one, some, or all the other finalists.

Until all arrangements have been completed with a first-choice finalist, the governing body should postpone notifying the other finalists. Additionally, after successful negotiations with a new manager have been made, all other applicants should be notified as a professional courtesy.

FINALIZING COMPENSATION AND TERMS OF EMPLOYMENT:

After the governing body has chosen the new manager and that individual has indicated a willingness to serve as manager, a representative of the governing body and the city or county attorney should be designated by the governing body to discuss and finalize compensation and other terms of employment with the selected candidate.¹⁵ The final terms of employment and compensation, including an employment agreement compliant with Florida Statutes, must be reviewed and approved at a public meeting by the governing body.¹⁶

¹⁵See Exhibit H. "Preparing the Job Offer and Contract Approval Process."

¹⁶See Exhibit I. "Sample Florida Employment Agreements."

SUMMARY:

Based on the adopted criteria and objectives for the position, the governing body makes the final determination of the applicants selected for interviews. The finalist group must be large enough to expose the governing body to a workable number of diverse competencies, skill sets, and personalities. Political neutrality of the governing body and the candidate is essential. Staff, community, and partner involvement may be included in the interview. The local government should reimburse interviewees. In most cases, a minimum of 3-5 finalists are interviewed face-to-face. The governing body may establish a back-up finalist group in case any of the finalists decide not to pursue the position. Following the interviews, the governing body selects its choice as candidate to offer employment and discuss terms of employment, which must be approved by the governing body at a public meeting.

CONCLUSION

Selecting a professional manager is one of the most important decisions a city or county will make. Following each of these steps can enhance success. The thorough, consistent, and transparent process in this Florida City/County Manager Search Guide promotes cohesive and effective local government.

LIST OF EXHIBITS

- A. Florida Local Government Executive Search Firms
- B. Search Firm Services Typically Provided
- C. Sample Manager Profile
- D. Manager Salary and Benefit Information
- E. Places to Advertise
- F. Background Checks–Recommended Scope of Services
- G. Do's and Don'ts of Interviews and Interaction with Candidates
- H. Preparing the Job Offer and Contract Approval Process
- I. Sample Employment Agreements



Florida City and County Management Association
P.O. Box 1757
Tallahassee, FL 32302-1757
850.701.3607

Exhibit A:**Florida Local Government Executive Search Firms****Strategic Government Resources**

P.O Box 1642, Keller, TX 76244

(817) 337-8581

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

Jjpeters@strategicgovernmentresources.com

Colin Baenziger and Associates

2055 S. Atlantic Ave. Suite 504, Daytona Beach Shores, FL 32118

(561) 707-3537

http://www.cb-asso.com/Active_Recruitments.asp

Colin@cbasso.com

GovHR USA/MGT

630 Dundee Road, Northbrook, IL 60062

(847) 380-3240

Heidi Vorhees, President, GovHRUSA

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

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

Hvoorhees@govhrusa.com

Bob Murray and Associates

1544 Eurika Road, Roseville, CA 95661

(916) 784-9080

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

apply@bobmurrayassoc.com

Mercer Group Associates

107 Indigo Lane, Athens, GA 30606

(706) 983-9326

<https://mercergroupassociates.com/>

info@mercergroupassociates.com

S. Renee Narloch and Associates

2910 Kerry Forest Pkwy, Tallahassee, FL 32309

(850) 391-0000

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

info@srnsearch.com

Sumter Local Government Consulting

Atlanta, GA.

(404) 555-0525

<https://sumterlocalgovconsulting.com/>

warren@sumterconsulting.com

Slavin Management Consultants

304 Holcomb Bridge Road Suit A-1, Norcross. GA 30071

(770) 449-4656

<http://www.slavinmanagementconsultants.com/welcome.shtml>

[Slavin management consultants.com](http://www.slavinmanagementconsultants.com)

Exhibit B:

Search Firm Services Typically Provided

As discussed in Section 2, Responsibility for Recruitment, the elected officials may decide to contract with an executive recruitment firm to facilitate and assist with the process of selecting their next administrator/manager. Whether to contract with a firm or not depends on several factors, including the presence of a qualified in-house employee, the city's capacity to perform in-house recruitment, the reason for the vacancy, and the challenges facing the city.

Services Provided by the Recruitment Firm

An Executive Recruitment firm facilitates the selection process and generally includes the following tasks:

1. Facilitates the elected body's discussion of key qualifications and experiences they desire in their next Administrator/Manager; in addition, the firm can facilitate community focus groups and internal organization meetings that will provide additional insight into the qualifications and experiences for the next Administrator/Manager. Tools such as survey documents may also be an option for seeking community/organizational input.
2. Assist with establishing the salary range and other executive level benefits that reflect the current market in the region.
3. Develop marketing materials that showcase the community and organization. This marketing brochure will also provide a detailed description of the position and the expectations outlined by the elected body.
4. Provide application management, outreach through social media and personal outreach to ensure the position is marketed widely to potential candidates.
5. Evaluate candidates based on criteria provided by the elected body.
6. Provide the elected body with a detailed report to assist them in selecting candidates to interview.
7. Conduct highly detailed media and social media searches on each candidate presented for consideration by the elected body.
8. Conduct reference calls, criminal background checks, educational verification and other due diligence within state and federal laws.
9. Facilitate the interview process. This includes ensuring the candidates have the details for the meeting with the elected body and other interview panels that may be a part of the selection process. In addition, the firm can provide sample interview questions for the elected body to consider.
10. Facilitate the elected officials' discussion of the finalist candidates and advise on elements of the employment agreement.

Vetting Executive Recruitment Firms

In selecting an Executive Recruitment Firm, Elected Officials may consider the following:

- Does the firm understand the unique dynamics of local government in general and the city/county manager/administrator position specifically?
- Can the firm effectively market the position and reach top candidates?
- Can the firm effectively evaluate the candidates with objectivity, reflecting the criteria provided by the elected body?
- Does the firm offer a guarantee if the selected candidate leaves or is let go within the first year of employment?

It is strongly suggested that if the elected body is considering utilizing an executive recruitment firm, they request proposals from several firms and interview two or three finalists to ensure there is alignment between the firm and the elected body.

Exhibit C:

Sample Manager Profile

The development of the position profile is an opportunity for the hiring authority to come together and discuss what they are seeking in their next manager/administrator. If community members are asking to be included in the process, this is an excellent opportunity to obtain their feedback so it can be used in developing the profile and in screening applicants. The following information should be included in the profile:

Community/County Information – Marketing information (population, location, regional attractions, recreational opportunities, schools, retail/business climate) about your community or county. What are the highlights? This section should ideally include links to your website, chamber of commerce information, etc.

The Organization – This section should include your form of government, the names of departments, number of employees and size of annual budget. Again, links to your budget and any strategic planning documents would be helpful.

The Position – Specifics about the position – who it reports to and who are the direct reports to this position. This section should include high-level responsibilities. Information on key attributes and experiences for interested candidates can be included in this section.

Opportunities and Challenges – What short- and long-term challenges and opportunities will the next person in this position face? Typically, 4-5 issues are mentioned in this section.

Qualifications and Leadership/Management Skills Desired – This should include what potential candidates must have and then what additional qualifications and skills are highly desirable. Flexibility with respect to requirements candidates must have should be minimized to assist in achieving a broad pool of candidates.

Compensation and Benefits – It is very important to include a compensation range. Using DOQ (Dependent on Qualifications) will reduce the size of the candidate pool. Salaries are public information, so it is important for the hiring authority to discuss what range they expect to pay within and to advertise that range. In addition, if residency is required, it is important to include that information in this section.

Application Process – Indicate application deadline and how to apply. This section should also include contact information for questions.

Note: A full position profile or brochure typically includes photos of the community/county and organization and may also include relevant graphics/organizational charts. For advertising on websites, a shorter version of the profile that hits on an abbreviated version of these components will need to be developed.

Exhibit D:**Manager Salary and Benefit Information**

In Florida, the following entities provide a salary survey that includes county and municipal information:

Florida Public Human Resources Association (FPHRA) Annual Survey

This is the broadest, most comprehensive Florida local government survey

General Website: www.fphra.org

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

Note: membership is required to access the data (you can contact them to see if a fee can be paid in lieu of membership)

Florida League of Cities Annual Survey

Positions in the municipal survey include elected officials, attorneys, clerks, and managers. To request a population-based response with cities close to the same size, please contact the Research Staff at (850)222-9684. Access to the total data is not available; customized requests only.

Website: www.floridaleagueofcities.com

In addition, some county and municipal human resources departments do a Peer City or Peer County comparison of five to ten similar governments and collect specific salary and benefit data for selected positions.

Exhibit E:

Places to Advertise – 2024

ICMA All Current Jobs: <https://icma.org/job-center> (fee – based – national)

Linked-In:

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

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

Florida Association of Counties Jobs Posted:

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

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

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

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

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

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

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

Strategic Government Resources (SGR) All positions:

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

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

Employ Florida: <https://www.employflorida.com/vosnet/Default.aspx> (must register for access - Florida)

Georgia Local Government Access (GLGA), a joint effort of the Georgia Municipal Association and the Association County Commissioners of Georgia: <http://www.glga.org/> (no cost – Georgia)

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

GovtJobs.com: <http://www.govtjobs.com/> (fee – based – national)

Exhibit F:

Background Search Information and Resources

For a city or county conducting a manager/administrator search, the following information is Florida-specific and provided to assist staff with this part of the search.

For the initial applicants:

- For a preliminary review of all applicants, staff can conduct a search of the top 200 results in Google/social media for each one. While this step can take time, it can help eliminate those whose background or experiences do not match expectations/preferences.

For interviewees and finalists:

- Check references supplied by the candidate – additional references can be contacted if candidate's current position is not jeopardized. Check with the candidate about contacting former employers, for example.
- Consider additional background information ahead of the interview; consult own local government's policies on this. Some organizations have physicals, drug screens, etc.
- Watch online streaming of candidates' current employers' board meetings to see the candidates' interactions with their current elected body and the public.
- When selecting a third-party firm to conduct additional background due diligence, ensure that the firm is verifying educational credentials, driving record, SSN verification and is reviewing various federal and local crime databases. It is important to follow federal and state laws regarding background checks including the review and sharing of credit history.
- A few of the firms often used in Florida by city and county governments:
 - Goodhire firm: www.goodhire.com
 - NAPS Background Checks firm: www.napsbgc.com
 - TruDiligence firm: www.trudiligence.com

Exhibit G:

DOS AND DON'TS OF INTERVIEWS AND INTERACTIONS WITH CANDIDATES

TOPIC	ACCEPTABLE QUESTIONS	UNACCEPTABLE QUESTIONS
NAME	Whether work records are under another name.	To ask if a woman uses Miss, Mrs. or Ms. or ask for maiden name.
AGE	Only if there are specific, age-related requirements of the job. After hire, proof of age can be required.	Age or age group
NATIONAL ORIGIN	NONE!	Any question about nation of origin is unacceptable
RACE	NONE! After hire, race is requested to EEO reporting.	Any question about race is unacceptable
RELIGION	NONE!	Any question about religion is unacceptable, including any church affiliation
CITIZENSHIP	Can only ask if applicant is eligible to work in the US. Proof is required at hire.	If applicant is native born or naturalized.
MARITAL OR FAMILY STATUS	Whether the applicant has any commitments/responsibilities that might prevent him/her from meeting work requirements	Any question that reveals marital status or number/ages of dependents. Do not ask about spouse's job, childcare responsibilities, pregnancy
MILITARY SERVICE	NONE	Any question about military service is unacceptable.
CRIMINAL RECORD	Listing of convictions	Questions about arrests
REFERENCES	General and work references not relating to race, color, religion, sex, national origin	References from clergy or others that might reflect race, color, religion, sex, national origin
ORGANIZATIONS	About professional memberships and offices	Listing of all memberships in clubs and organizations, which may reveal race, color, religion, sex, national origin
WORK SCHEDULE	Willingness to work required work schedule	Willingness to work on a particular holiday.
DISABILITIES	Whether the applicant can perform the essential functions of the job with or without accommodations	Any question about height, weight, impairment. Any question about past sick leave usage.

- These guidelines are for informational purposes and are not legal advice. Anyone using this form should consult with their HR and Legal staff for specific advice on the legality of interview questions and what is permissible.

DOS AND DON'TS OF INTERVIEWS

Various state and federal regulations regarding equal employment affect the interview and selection process. These regulations prohibit discrimination based on race, color, sex, religion, national origin, age or handicap. The "Interview Guidelines" chart on the reverse side of this page outlines the specific kinds of information which you can and cannot ask.

In addition to being familiar with this chart, you should pay special attention the following areas to avoid violating equal employment regulations.

DO consider the person's true ability to perform the duties of the position. Never assume that an applicant's age, sex, or disability will prevent the performance of tasks.

DON'T express a preference for race, sex, a particular age group or indicate any other preference which might be construed as discriminatory.

DO keep in mind the applicant's perception of you. Don't refer to applicants in an "endearing manner." Never use racially or ethnically oriented terms. Don't flirt with or patronize the applicant.

DON'T indicate to a member of a "protected group" (e.g., minority, female, person with disability) that your interest in them stems from a desire to improve your EEO image.

DO avoid stereotypes. Keep an open mind. Don't imply (or assume) that the job requires a young person with energy or that an older person may find the job too demanding or that females should not travel alone.

DON'T ask about any prior Workman's Compensation claims.

DO use extra caution in dealing with physical requirements. Federal regulations, and most recently the Americans With Disabilities Act (ADA), require employers to make "reasonable accommodations" for persons with permanent disabilities.

DON'T pursue areas which legally are "out of bounds," even if the applicant brings them up. Stick to the job duties. For instance, if an applicant raises concern over child care arrangements, explain the work hour requirements of the job and allow the applicant to make his/her own assessment.

DON'T indicate that you already have someone in mind for the position. The interview process should be an open process where all applicants receive equal consideration.

DO remember that most of the tips above also apply to what you say outside of the interview. In the event that a discrimination claim is filed, comments made outside of the interview can come back to haunt you when co-workers are asked to answer under oath regarding what was said "in private." Remember, keep an open mind and don't draw conclusions or make assumptions you can't defend.

Exhibit H:

Preparing the Job Offer and Contract Approval Process

- The development of a “term sheet” that outlines each of the financial and human resources benefits included in the offer – the elected body can work through this list that includes but is not limited to: Salary, deferred compensation, severance, retirement benefits, health, life, and dental insurance, housing assistance, car or car allowance, technical devices (laptop, tablet, cell phone), moving expenses, interim housing, pre-employment medical screenings and start date.

This list should then be shared with the finalist candidate to ensure there is alignment. The elected body may want to designate someone to negotiate some of the terms of the offer.

- Once the general terms are agreed upon, the agreement/contract can be drafted and will include financial and benefits terms as well as other employment language dealing with cause for dismissal, etc. This is typically prepared by the city or county attorney.
- The finalist candidate is provided with the draft contract and given the opportunity to review it with their attorney.
- Once the parties agree on the contract, they can then coordinate the announcement of the contract approval date and the candidate’s departure from their current position.

Exhibit I: Sample Employment Agreements

The following are links to sample employment agreements.

Link to ICMA Model Employment Agreement

<https://icma.org/documents/icma-model-employment-agreement-editable>

This document serves as a model employment agreement template for administrators of municipal governments. The document is available to the ICMA members.

Texas City Management Association CM Agreement:

<https://www.tcma.org/DocumentCenter/View/156/Sample-Employment-Agreement-with-Benefit-Options-PDF>

This agreement is available to the public.

Agreements specific to Florida may be found online from various cities and counties by doing a web search for either *Florida city manager employment agreements* or *Florida county administrator employment agreements*.

Note:

20-Week Limit on Severance Pay in Florida: All agreements after July 1, 2011, must comply with Florida Statute Section 215.425 (4)(a)(1)&(2) as follows:

(4)(a) On or after July 1, 2011, a unit of government that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an officer, agent, employee, or contractor must include the following provisions in the contract:

1. A requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation.
2. A prohibition of provision of severance pay when the officer, agent, employee, or contractor has been fired for misconduct, as defined in s. [443.036\(29\)](#), by the unit of government.

On the next page please see a sample Florida Manager Employment Agreement based on a 2023 City Manager search.

SAMPLE FLORIDA EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is entered into, by, and between the City/ County of _____ and _____ ("Manager").

WHEREAS, after due consideration and deliberation in accord with law, the Commission (hereafter Commission) of the _____ has determined to offer the position of City/ County Manager to _____; and

WHEREAS, Manager has determined to accept the position; and

WHEREAS, the Parties wish to set forth the terms and conditions of Manager's employment by the City/County.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows.

1. Recitals. The Parties agree that the recitals above are true and correct and that they are incorporated by reference as if fully stated here.
2. Employment. The City/ County agrees to employ, and Manager agrees to be employed in the position of City/ County Manager on the terms and conditions herein stated and as set forth in the Charter of the City/ County of _____ and the Code of Ordinances of the City/ County of _____.
3. Duties. Manager will perform the functions and duties of City/ County Manager as specified in Section _____ of the City/ County Charter and City/ County Code of Ordinances, as they may be amended from time to time, and by all other applicable laws, and to perform other legally permissible and proper duties as the Commission shall from time-to-time assign. The Manager shall give his/ her best efforts in performing these duties.
4. Term. The Term of the Employment Agreement shall be for an indefinite term subject to the termination provisions set forth herein. This Agreement and Manager's employment hereunder shall commence on _____.
5. Base Salary. The annual base salary of the Manager shall be \$_____. The base salary shall not be decreased during the term of this Agreement. The City/ County agrees to review said base salary and/ or benefits on an annual basis and to increase said salary and benefits to such an extent as the Commission may determine appropriate per the Manager's Performance Evaluation Process. At a minimum, the annual base salary shall be increased by any cost-of-living adjustment, or other increases provided to non- represented employees.

6. Performance Evaluation Process. An initial “check-in” evaluation will be undertaken six months following the Manager's appointment. A subsequent comprehensive performance evaluation will take place six months thereafter (i.e., at the end of the Manager's initial year of employment). Upon attainment of a successful annual performance evaluation, as determined by the Commission, Manager shall be eligible for a base salary adjustment. Thereafter, performance evaluations will occur on an annual basis with any base salary adjustment to be dependent upon the results of the evaluation and consistent with approved Annual Budget appropriations. The Commission shall evaluate/review the performance of the Manager in a public meeting, subject to a process, form, criteria, and format which shall be mutually agreed upon by the Manager and the Commission. The Commission shall provide the Manager with a written summary stating the findings of the Commission and provide an adequate opportunity for the Manager to discuss their evaluation with the Commission.

7. Termination.

a. Employment may be terminated with or without cause by the City/ County or Manager, in accordance with the procedures provided herein. If the City/ County chooses to terminate the Manager, the Commission must approve terminating the Manager in accordance with procedures set forth in Section ____ of the City/ County Charter and Code of Ordinances, as they may be amended from time to time.

b. If Manager is unable to perform their duties for any reason, including but not limited to sickness, accident, injury, or mental incapacity, for a period of four (4) successive weeks beyond any accrued sick leave, the City/ County shall have the option to terminate Manager's employment, in accordance with the procedures set forth in the City/ County Charter and Code of Ordinances, as they may be amended from time to time and in accord with applicable law,

c. If the Agreement is terminated by the death of the Manager, the City/ County shall pay a designated beneficiary of the Manager, or his/ her estate, all accrued compensation due Manager as of the date of his/ her death. The City/ County shall have no other liability to the Manager, his/ her estate, heirs, or beneficiaries, and neither the Manager beneficiary nor estate will be entitled to any severance pay.

d. If the City/County, citizens or State of Florida acts to amend any provisions of the City/ County Charter, Code of Ordinances, as they may be amended from time to time, and/or state law pertaining to the role, powers, duties, authority, responsibilities of the Manager's position that substantially changes the form of government, the Manager shall have the right to declare that such amendments constitute termination from the effective date of such amendments. Termination pursuant to this section 7(d) shall constitute a termination without cause for purposes of entitlement to severance benefits under section 8 (b).

e. Termination shall occur when the City/ County breaches a material provision of the Employment Agreement and fails, within thirty (30) days after written notice has been given by the Manager to the Commission to comply with any provision of this Agreement.

f. The Agreement shall not be construed to create anything other than a terminable at will employment relationship between City/ County and Manager. The Manager may terminate with the City/ County by directing written notice of termination to the City/ County by certified or registered mail, returned receipt requested or by filing with the City/ County Clerk with a copy to the Mayor/ Commission Chair. In the event of such termination, Employee shall not be entitled to receive the severance pay provided for in the Employment Agreement.

8. Severance.

a. The Employment Agreement shall immediately terminate, and Manager shall not be entitled to the severance benefits if the Manager is convicted, pleads no contest to, or receives a withhold of adjudication for a felony or crime involving moral turpitude or dishonesty, or if he/she acts with gross misfeasance or malfeasance or otherwise is guilty of gross misconduct which constitutes conduct demonstrating willful or wanton disregard of the City's/County's interests, a deliberate violation or disregard of the standards of behavior to which the City/ County has a right to expect of Manager, carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil design, or shows an intentional and substantial disregard of the City's/ County's interests or of Manager's duties and obligations to the City/County, including but not limited to conduct resulting in material harm to the City/County, willful neglect or failure to perform his or her duties, gross insubordination, misconduct, as defined in section 443.036(29), Florida Statutes, as it may be amended from time to time, or acts of dishonesty. For termination due to the reasons stated pursuant to this section/provision of the Employment Agreement, the Manager is only entitled to compensation for hours actually worked up to the termination date and compensation for accrued vacation time.

b. Pursuant to the provisions of the City/ County Charter, the City/ County may by majority vote of the Commission with or without cause remove the Manager from office in accordance with Section _____ of the City/ County Charter. If the Manager is terminated without cause, as defined in Section 215.425 (4)(a) 1 Florida Statutes, he/ she shall receive twenty (20) weeks of pay equal to his then-current salary and earned and unused vacation, and retirement benefits. During the severance period, Manager will also continue to be enrolled in his City's/ County's Health Insurance Plan with Employer and Employee contributions unchanged. If the Manager resigns or is terminated with cause for misconduct, as defined in Section 443 036(30) Florida Statutes, the City/ County shall not be obligated to pay severance and related benefits.

c. If the Employment Agreement is terminated by City/ County and the Manager is entitled to severance benefits, Manager must execute a general and full release releasing the City/County, its officials, officers, employees, attorneys, and agents from any and all obligations, claims or liabilities

arising out of Manager's employment with the City/County, including but not limited to claims for wrongful termination, discrimination of any kind and defamation. If the Manager refuses to execute said release, the City/ County may seek specific performance of the Employment Agreement and injunctive relief requiring the Employee to sign said release, amongst its available remedies. Said release shall not release the City/ County from its obligations to indemnify the Manager under the Indemnification & Bonding section of the Employment Agreement.

9. Resignation. In the event the Manager voluntarily resigns his/ her position, he/ she shall give thirty (30) days advance written notice of his/ her resignation, unless the parties otherwise agree, in writing. If the Manager voluntarily resigns, he/ she shall be entitled only to his/ her accrued vacation leave and no other benefits as provided pursuant to the Severance provision of the Employment Agreement.

10. Retirement, Deferred Compensation.

a. The City/ County agrees to execute all necessary agreements for the Manager's participation in the 401(a) retirement plan for Executive Management employees and the 457 Deferred Compensation Plan. In addition to the Manager's base salary paid by the City/ County to the Manager, the City/ County agrees to pay, on behalf of the Manager, an amount equal to, but not less than, a total of ____ percent (____%) of Manager's base salary into the 401(a) retirement plan, in equal proportionate amounts each pay period. The Manager shall be required to contribute ____ percent (____%) of the Manager's current base salary annually on a pre-tax basis as a condition of participation. The City/ County shall disclose to the Manager the financial impact of any amendment to the terms of the Manager's retirement benefits.

The City/ County agrees to execute all necessary agreements for the Manager's participation in the City's/ County's 401(a) plan to reflect the following vesting schedule (for the City's portion of contributions) is as follows:

i. After completion of the 1st year of employment: ____%

ii. After completion of the 2nd year of employment: ____%

c. The City/ County has also adopted a qualified 457 defined contribution plan to which the Manager may voluntarily contribute on a pre-tax basis, subject to maximum contribution limits established by the Internal Revenue System.

d. It is noted that the City/ County also participates in the Federal Social Security System with associated Employee and Employer required contributions

11. Insurance & Benefits:

a. The City/ County shall provide full major-medical insurance and other benefits and coverage for the Manager and dependents at the same options and costs as provided for other City/ County non-

represented employees. Coverage will commence on the 1st of the month following the Manager's initial thirty (30) days of employment.

b. The City/ County shall provide the Manager with life insurance as provided other City/ County non- represented Employees. The life insurance policy premium shall be paid 100% by the City/ County with insured amount equal to one time (1X) the Manager's base salary, rounded up to the nearest \$500.00, up to a maximum policy limit of \$_____.

c. The City/ County shall provide the Manager with all other benefits as provided to other non-represented Employees.

d. The Manager shall receive \$_____ per pay period (\$_____ annually) as Personal Insurance Credit (PIC) to be used towards the purchase of Manager's selected City/County-provided health insurance plan. Said amount shall be adjusted upward to be consistent with any increases approved for non-represented employees.

12. Vacation and Sick Leave.

a. The Manager shall be provided with vacation leave in accordance with the policies applicable to all City/ County employees and shall be credited with _____ weeks of front-loaded vacation pay upon commencement of employment. The Manager shall also accrue vacation leave at the rate of _____ hours per pay period (equates to _____ weeks annually) commencing on his/ her first date of employment for his/ her first year of employment. Following the completion of the Manager's initial year of employment, he/ she shall accrue vacation leave at the rate of _____ hours per pay period (equates to _____ weeks annually). Upon termination, whether voluntary or involuntary, Manager shall be entitled to compensation for all accumulated and unused vacation leave.

b. Per City/ County Personnel Policy, Manager's vacation pay accrual is subject to a maximum of _____ hours. After five years of employment with the City/County, Manager may convert/cash out up to _____ hours of vacation pay one time per fiscal year, provided they have taken at least _____ hours in the previous 12 months.

c. The Manager shall be provided with sick leave as provided for other non-represented City/ County Employees, accrued at _____ hours per pay period. (_____ hours per year). Per City/ County Personnel Policy, there is a cap of _____ hours on sick leave.

d. Upon termination, whether voluntary or involuntary, the City/ County shall compensate the Manager for all accrued vacation leave. Said compensation shall be based upon the Employee's salary as of the date of employment termination.

e. Holidays are established in the City's/ County's Personnel Policy Manual. As of the date of this Agreement, there are _____ designated holidays plus birthday/ floating holiday.

13. Other Terms and Conditions of Employment:

- a. The Commission shall fix any other terms and conditions of employment, as it may determine, from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Employment Agreement, the City/ County Charter, the Code of Ordinances, as they may be amended from time to time, Dr any other applicable law.
- b. All benefits, regulations, and rules of the City/ County as they now exist or hereafter may be amended, that apply to non-represented City/ County employees shall also apply to Manager, unless the Employment Agreement specifically provides to the contrary.
- c. It is recognized that the Manager must devote a great deal of time outside normal office hours to business for the City/County, and to that end Manager shall be allowed to establish an appropriate work schedule.
- d. The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City/ County and the community, the Manager may elect to accept limited teaching, consulting, or other business opportunities with prior approval of the Commission with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under the Employment Agreement.
- e. Vehicle Allowance. Manager to receive \$_____ per month for expenses, including maintenance, repairs, gasoline, and insurance associated with his use of his/ her own vehicle within the City/ County(and, in lieu of mileage expenses, within the State of Florida). Manager shall maintain his/ her own vehicle insurance in an amount not less than \$_____ dollars per claim, and \$_____ dollars per incident. Said insurance shall be with a company acceptable to the City/ County and shall not be construed or constitute a waiver to the City's/ County's sovereign immunity protection.
- f. Cell Phone. Manager will be issued a cell phone with phone and data plan fully paid by the City/ County for the Manager's use for City/ County business.

14. Housing Relocation. Pursuant to the City/ County Charter, the Manager need not be a resident of the City/ County or state at the time of appointment but shall reside in the City/ County while in office. It is understood that the Manager will be initially moving to _____ individually, with his/ her family relocating later to allow his/ her children to complete their academic year in their present schools. Manager will have three (3) months to find housing within the corporate boundaries of _____ and shall thereafter maintain his/ her legal domicile within the corporate boundaries of _____ throughout his tenure. The City/ County will provide the Manager a one-time payment for the cost of the Manager's relocation of his household within the City's/ County's corporate limits within twelve (12 months) of appointment. Manager to secure quotes from moving companies to determine a

reasonable lump sum amount (to be determined closer to the move date) which will be provided to the Manager to use for relocation purposes.

15. Travel Expenses. The City/ County will provide the Manager a one-time payment for travel expenses in the amount of \$_____,

16. Dues & Subscriptions.

a. The City/ County agrees to budget and to pay for professional dues and subscriptions of the Manager necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement and for the good of the City/County. Manager must become and remain a continuous member in good standing with both the International City/ County Management Association (ICMA) and the Florida City/ County Management Association (FCCMA) throughout his tenure with the City/County.

b. The City/ County recognizes the desirability of representation in and before local civic and other organizations and agrees to budget and to pay for the Manager's membership in such civic clubs and organizations as City/ County deems necessary and desirable.

17. Professional Development. The City/ County hereby agrees to budget for and to pay the travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City/County, including but not limited to the annual conference of the Florida City and County Management Association (FCCMA), the International City/ County Management Association (ICMA), and such other national, regional, state and local government groups and committee of which the Manager is a member. The City/ County also agrees to budget and to pay for the Manager's travel and subsistence expenses for short courses, institutes and seminars that are necessary for his/ her professional development and for the good of the City/County.

18. Ethical Commitments. Manager shall not engage in any conduct which could reflect unfavorably upon the City/County, Manager will at all times uphold the ethics rules, regulations, and laws of the State of Florida. Manager must comply with all lawful Commission directives; state, local, and federal laws; and the City's/ County's policies, rules, ordinances; and City/ County Charter. Failure to comply with ethical commitments shall constitute cause for termination with cause.

19. Indemnification, Bonding.

a. The City/ County shall furnish and provide the Manager with insurance protection including comprehensive general liability and errors and omissions coverage applicable to all acts or omission of the Employee arising out of his employment, and will defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand, or other legal action arising out of an

alleged act or omission occurring in their performance of the Employee’ s duties, excluding Illegal or criminal acts, except as/otherwise expressly stated herein.

b. City/ County shall defend, save harmless, and indemnify Manager against any tort, professional liability claim or demand, or other legal or administrative, action, whether groundless or otherwise, arising out of an alleged act or omission occurring at any time during the performance of Manager’s duties as City/ County Manager unless it is determined that the Manager acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City/ County shall pay the expenses for the travel, lodging meals, and lost time of the Manager should the Manager be subject to such claim, demand, or action, and the same be pending after the Manager is no longer in the employment of the City/County.

c. The City/ County shall be responsible and have authority to compromise and settle any such clam or suit and pay the amount of any defense, settlement, or judgement rendered thereon. The Manager shall cooperate fully with the City/ County in the settlement, compromise, or trial of any such claim. The provisions of any City/ County policy or ordinance regarding the indemnification of the City's/ County’s officials or employees shall apply to the indemnification of the) Manager to the extent the policy or ordinance does not conflict with the appropriate indemnification section of the Employment Agreement.

Agreed to on (Date_____, 202_).

Manager

City/ County of _____

Mayor/ Commission Chair

City/ County of _____

City/ County Clerk
