

City of Quincy

City Hall

404 West Jefferson Street

Quincy, Florida 32351

www.myquincy.net



WORKSHOP

Tuesday, December 28, 2021

5:00 PM

City Hall Commission Chambers

City Commission

Mayor Ronte R. Harris - District III
Mayor Pro-Tem Keith A. Dowdell - District I
Commissioner Angela G. Sapp - District II
Commissioner Freida Bass-Prieto - District IV
Commissioner Anessa A. Canidate - District V

"An All American City in the Heart of Florida's Future"

PUBLIC NOTICE

CITY OF QUINCY COMMISSION WORKSHOP

Quincy City Hall
Commission Chambers
404 W. Jefferson Street | Quincy, Florida 32351

**Tuesday, December 28, 2021
5:00pm**

All interested members of the public are hereby invited to attend a Workshop on Tuesday, December 28, 2021 at 5:00pm in the City Commission Chambers:

Workshop Discussion:

Acting City Manager's Position

- Job Description
- Contract

For additional information please call the City of Quincy at 850.618.0020.



City of Quincy, Florida
WORKSHOP
AGENDA

December 28, 2021
5:00 P.M.

City Hall Commission Chambers

Call to Order

Roll Call

Workshop Items of Discussion

1. Acting City Manager's Position
 - Job Description
 - Contract
 - Dr. Beverly Nash, Acting City Manager
 - Mayor Ronte Harris, District 3

Adjournment

**CITY OF QUINCY
CITY COMMISSION
WORKSHOP**

AGENDA

MEETING DATE: Tuesday, December 28, 2021, 5:00 pm

TO: Honorable Mayor and Members of the City Commission

FROM: Mayor Ronte Harris and Members of the City Commission
Attorney Gary Roberts, City Attorney

SUBJECT: Position: Acting City Manager
Draft Contract, City of Quincy, Florida and Dr. Beverly A.
Nash, Ph.D., NCC

Background (Annotated Version):

The City Commission, City of Quincy held a regular meeting, whereby Mayor Pro-Tem Keith Dowdell made a motion for the selection as acting city manager and the motion carried by the official vote of the City Commission.

Dr. Beverly A. Nash, Ph.D., NCC was named and accepted the acting city manager's position.

Effective Friday, December 17, 2021, Mr. Jack L. McLean Jr. was released from his duties as City Manager for the City of Quincy. At 5:01, Dr. Beverly A. Nash, Ph.D., NCC assumed the position of acting city manager.

Dr. Beverly A. Nash, Ph.D., NCC after assuming the position at 5:01 pm, participated in the Special Meeting held at 5:30 pm in that acting position role.

Exhibit A: Curriculum Vita: Dr. Beverly A. Nash, Ph.D., NCC

Exhibit B: Draft Contract, City of Quincy, Florida and Dr. Beverly A. Nash, Ph.D., NCC

**Exhibit A: Curriculum Vita:
Dr. Beverly A. Nash, Ph.D., NCC**

DR. BEVERLY ANN NASH, PH.D., NCC
P.O. Box 696 -- Quincy, Florida 32353
65 North Virginia Street, Quincy, Florida 32351
850-345-7459 (Cell) -- Email Address: adaobil@aol.com

PROFESSIONAL PROFILE:

Seasoned administrator with cross-functional experiences; proven expertise in leadership, administration, federal and state grants, research, planning, operational oversight, and organizational development. Excellent planning, analytical and organizational skills. Distinguished performance on teams at large-scale governmental agencies and small to medium school districts, agencies, community colleges and universities; provided strategic leadership, and vision to deliver improved financial, performance, and program/project results. Successful in identifying and capitalizing upon funding opportunities through the integration of technical, personnel, financial, operational and community resources.

CORE COMPETENCIES:

- Strategic Planning and Cross-Functional Team Leadership
- Large Project & Program Management and Implementation
- Employee Relations and Counseling
- Leadership Development, Training and Assessment
- Accreditation & Regulatory Compliance
- ADA, EEO and Affirmative Action Regulations
- Grant Writing & Administration
- Diverse Populations Experience
- Research, Data Collection and Analysis
- Technical Specifications and Bids
- Community Engagement and Special Events
- Quality and Performance Improvement

PROFESSIONAL EXPERIENCES:

2018 - 2021 **THE CITY OF QUINCY, CITY HALL**, 404 Jefferson Street, Quincy, Florida 32351. Grant writing and project management, grant funding/awards, research, proposal development, federal and state compliance, data collection, customer services, preparing and maintaining official reports, legal documents and financial records and reporting. Over 10 million dollars in grant funding from multiple federal, state, and local funding sources.

2015 - 2018 **GADSDEN COUNTY PUBLIC SCHOOL DISTRICT**, 35 Martin Luther King, Jr. Street, Quincy, Florida 32351. Academic, life, career and family counseling and services to students, parents, and teachers, including provided leadership for student national/state tests and assessments; increased student participation by 50%. Demonstrated expertise in classroom management, student relations, and learner retention. Encouraged and facilitated the use of technology tools by staff and students to enrich and transform opportunities for communication, collaboration, critical thinking, and creativity.

2002 - 2017 **NCN CONSULTING, LLC, P.O. Box 696**, Quincy, Florida 32353

CEO/Consultant

- Founded a consulting practice specializing in **education and development services, strategic planning, grant writing and organizational change.**
- **Clients:**
 - ✓ (2013 - 2015) **Panhandle Area Education Consortium (PAEC), Chipley, Florida and PCG Education, Tallahassee, Florida 32301**
 - Facilitated **train-the-trainer workshops** on Common Core National Standards/Florida Standards for teachers and administrators employed by Charter Schools located in northern Florida with 100% satisfactory to outstanding results.
 - ✓ (2006 - 2015) **Gadsden County Public School District, 35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351**
 - Managed school-based health centers projects and magnet school initiative.
 - Appointed project director with full responsibilities for budgeting, staffing, teacher training, **educational administration**, and Federal and School Board reporting. Procured and responsible for **grant administration** of the following funded projects:

- ✓ The Character Education Initiative, United States Department of Education, Office of Safe and Drug-Free Schools, \$1.5 million, 4-years (one of the largest competitive grants awarded to the school District).
- ✓ Florida Department of Education, Bureau of Instruction and Innovation, Office of Safe and Healthy Schools, Coordinated School Health Program, Tobacco Prevention and Intervention Teacher Training Project, \$60,000 for 1-year.
- ✓ Florida Department of Education, 21st Century Community Learning Centers, \$215,984 and \$179,379 (for 2-year each).
- ✓ U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), Affordable Care Act (ACA) Grants for School-Based Health Centers Capital Program, \$499,974 for 2-years.
- ✓ Launched a portfolio of marketing, educational and communication services, and programs to increase awareness, services, expand partnerships, and increase program funding.
- ✓ Directed all regulatory affairs, compliance, including Institutional Review Board and reporting functions to meet local, state, and federal requirements.
- ✓ Implemented operational plan and processes to facilitate state and federal reporting requirements.
- ✓ Developed and implemented individual and comprehensive culturally competent-based wrap-around programs and services aligned with academic, emotional, and social needs of students, parents, and the community; utilized a continuous improvement system to help maximize individual, team and organizational performance.
- ✓ Utilized a systemic approach achieving results by maximizing the performance of people, ensured work processes were efficiently implemented, enhanced customer satisfaction, and ensured that a favorable return was offered to the bottom line.
- ✓ Served as assistant principal for curriculum at the high school level and utilized educational proficiencies in the areas of curriculum development, operation management, classroom instruction, student learning, student tests and assessments and data analysis to increase parent involvement, student engagement and professional development. Led program development; served on textbook selection committee. Served as principal of a charter school. Conducted periodic reviews of instructors to evaluate workload, teaching methods, student interaction, and overall performance. Expanded student services to include monthly guest speaker programs, peer counseling and community partnerships.
- ✓ Supervised field site education programs for students from Florida A&M University, Florida State University and Thomas University Social Work programs (undergraduate and graduate).

2001 - 2006 Caregiver for terminally ill mother. Scheduled medical appointments, financial custodianship, and legal coordination.

1988 - 2001 **FLORIDA DEPARTMENT OF EDUCATION**, Tallahassee, Florida 32399

- (1997 - 2001) **Senior Educational Program Director**
 - ✓ Led a team of 15 employees responsible for administration, coordination, budget oversight and implementation of over \$400 million in federal and state grants and projects with no federal audit exceptions.
 - ✓ Developed and coordinated Federal and executive summary reports, memos, manuals, public relations materials, technical assistance documents, budgets and plans for distribution to school districts (67), public charter schools (over 400), community colleges (28), universities (private and public - 12), community-based organizations (over 500), other governmental (federal, state, county, city) entities and statewide community, such as the **Florida's Plan for the Use of Federal Vocational and Applied Technology Education Funds**.
 - ✓ Led and participated on teams to ensure compliance with **Federal and state mandates**. Facilitated integration and communication of changes and enhancements to existing programs. Developed and implemented **improved business processes** to streamline operations and reduce overhead costs, which led to being awarded the Davis Productivity Award.
 - ✓ Developed, conducted, and coordinated **professional development and leadership training at regional and statewide workshops, meetings and conferences** resulting in improved management and operational strategies. Developed and designed **leadership-training** programs for district/school/university level

- ✓ supervisors, directors, and team leaders.
- ✓ Negotiated and coordinated **multi-million-dollar, multi-year contracts** – long term, fixed price, and minority suppliers.
- ✓ Evaluated curriculum to expand course offerings and effectively prepare students for employment in business, professional and technical (CTE) fields.

Career Progression:

- Program Specialist IV (1996 - 1997)
- Program Specialist Supervisor II (1993 - 1996)
- Program Specialist III (1988 - 1993)

1988 – Instructor - **BRANELL COLLEGE, TALLAHASSEE, FLORIDA 32308**. Branell College was a private vocational and technical institution serving about 600 full-time and part-time students. Taught the following courses: Business Communication, Lotus 1-2-3, Typing (beginning, intermediate and advanced) and Business Machines.

1984-1988 - Coordinator, Training and Support Services. **EXECUTIVE OFFICE OF THE GOVERNOR (STATE OF FLORIDA), OFFICE OF INFORMATION SERVICES, CARLTON BUILDING, TALLAHASSEE, FLORIDA 32399**. Responsible for the development and coordination of software and system training and support for the Executive Office of the Governor (more than 380 employees). Duties included: assisting users with software and hardware concerns and problems, communicating to users' product/system specifications and requirements; planning, organizing, coordinating, and conducting software and hardware training using the IBM, Apple, and Wang systems.

TEACHING EXPERIENCES:

Adjunct Professor, Florida Agricultural and Mechanical University, College of Education, Tallahassee, Florida 32307. EME 2040-305, Introduction to Educational Technology. Customized course by utilizing Blackboard® for course information and assessment.

Adjunct Professor, Branell College, Tallahassee, Florida 32308. Business Communication, Microsoft WORD and EXCEL and Lotus 1-2-3, General Typing (beginning, intermediate and advanced) and Business Machines.

Adjunct Professor, Tri-County Technical College, Division of Comprehensive Studies, Pendleton, South Carolina 29670. Career exploration, student orientation and personal development.

Adjunct Professor, Tri-County Technical College, Division of Comprehensive Studies, Pendleton, South Carolina 29670. Psychology 031-01.

Instructor, Tucson Skill Center, Tucson Public Schools, Tucson, Arizona 85701. Business courses: Typing, Business Machines, and Office Practices.

Assistant Principal, Guidance Counselor, Regular and Substitute Teacher, PK-12 grade levels: Gadsden County (Quincy, Florida) and Caddo Parish (Shreveport, Louisiana) Public School Districts.

EDUCATION:

Doctor of Philosophy: Educational Leadership. (August 2000). Florida Agricultural and Mechanical University, College of Education, Tallahassee, Florida. Dissertation Topic: *The utility of Perkins data in support of Florida's system of secondary vocational education program improvement*. Primary research themes: educational equity, vocational education, educational decision support systems (DSS) and school/program improvement strategies. Research training: both qualitative and quantitative methodologies.

Educational Specialist: Human Resource Development. (April 1990). Florida State University, College of Education, Tallahassee, Florida.

Master of Education: Personnel Services/Counseling. (December 1980). Clemson University, College of Education, Clemson, South Carolina.

Bachelor of Science: Public Administration. (May 1975). University of Arizona, College of Public Administration (Correctional Administration), Tucson, Arizona.

Master's level course work in Dispute Resolution and Conflict Management, Southern Methodist University, Dallas, Texas

and Curriculum and Instruction, Ashford University (on-line program), San Diego, California

DISSERTATION: RESEARCH PARTICIPATION:

- Bamdas, J. A. M. (2009). Emerging narratives of Native American, Asian American, and African American women in middle adulthood with an education doctorate degree. Florida Atlantic University (Doctoral Dissertation).
- Pouncey, M. (2012). Advancement to educational leadership by women of color: An interpretive phenomenological analysis. University of Phoenix (Doctoral Dissertation). Available from ProQuest Dissertations and Theses database. (UMI No. 3647302).

PROFESSIONAL CERTIFICATIONS:

- National Certified Counselor (NCC), National Board for Certified Counselors, Inc. NBCC Certificate Number: 06112
- State of Florida Notary Public (Bonded), October 27, 2021 through October 25, 2025
- Certified Instructor, HIV/AIDS/STD Peer Educators Certification Program, The National Association for Equal Opportunity in Higher Education (NAFEO), funded by the Centers for Disease Control and Prevention (CDC)

SELECTED PROFESSIONAL MEMBERSHIPS:

- American Association of University Women
- Association for Multi-Cultural Counseling and Development
- National Black Child Development Institute
- Alpha Kappa Alpha Sorority, Incorporated

SELECTED BOOKS, BOOKLETS, PAPERS, TECHNICAL REPORTS, TRAINING MATERIALS AND MANUALS:

- Nash, B. A. *Comprehensive plan for student recruitment*. Southern University at Shreveport.
- Nash, B.A. *Division of student affairs policies and procedures handbook*. Manual on employment, institutional and workplace policies, and procedures.
- Nash, B.A. *Records management handbook*. Southern University at Shreveport.
- Nash, B.A. *Pre-approval (funding plan) tracking process*. Instructional manual for a reengineered automated departmental process. Florida Department of Education: Tallahassee, Florida.
- Nash, B.A. *The utility of Perkins data in support of Florida's system of secondary vocational education program improvement*. Ann Arbor, Michigan: Bell & Howell Information and Learning Company.
- Nash, B.A. *The project review and approval system: Internal procedures for processing grants, projects, and amendments*. Training materials and instructional manual presented to professional staff of the Florida Department of Education, Bureau of Instructional Support and Community Services: Tallahassee, Florida.
- Nash, B.A. *DVE 318 automated application manual*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Development, Planning and Information Systems: Tallahassee, Florida. An automated process to collect data and information for the Carl D. Perkins Act Annual Performance Report.
- Nash, B.A. *Perk notes: Committee of practitioners*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Development, Planning and Information Systems: Tallahassee, Florida. A newsletter about programs, services and activities related to the Carl D. Perkins Act.
- Nash, B.A. *The committee of practitioners: Status report, 1990-1994*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Development, Planning and Information Systems: Tallahassee, Florida.
- Nash, B.A. *Gold seal awardees: Readiness to pursue postsecondary education*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Development, Planning and Information Systems: Tallahassee, Florida. A monograph.
- Nash, B.A. *Exemplary vocational & applied technology education programs in Florida funded by the Carl D. Perkins Act*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Planning, Development and Information Systems: Tallahassee, Florida.
- Nash, B.A. *Automation benefits survey and analysis*. Executive Office of the Governor, Office of Information Services:

Tallahassee, Florida.

Nash, B.A. *Acceptance tests: User-based portion-Wang office automation system*. Executive Office of the Governor, Office of Information Services: Tallahassee, Florida.

Nash, B.A. *One-minute manual: Using the Xerox laser printer with easy text*. Executive Office of the Governor, Office of Information Services: Tallahassee, Florida.

Nash, B.A. *Former student questionnaire and analysis*. Tri-County Technical College: Pendleton, South Carolina.

Nash, B.A. *Employment needs of women in Anderson, Oconee, and Pickens counties*. Tri-County Technical College: Pendleton, South Carolina.

Nash, B.A. *Placement manual*. Clemson University, Division of Career Services, Placement Office. University Communications, Inc.: Rahway, New Jersey.

Nash, B.A. *An analysis of the region X community mental health and retardation crisis intervention delivery system*. Blue Ridge Comprehensive Community Mental Health Center of the Region X Community Mental Health and Retardation Services Board (served Charlottesville, Albemarle, Fluvanna, Greene, Louisa, and Nelson counties): Charlottesville, Virginia.

SELECTED FUNDED GRANTS AND PROJECTS:

Gross, J. & Nash, B.A. *The church's response to family violence*. Violence Against Women Grant Office, Office of Justice Programs, U.S. Department of Justice, State of Florida, Prevention of Domestic and Sexual Violence Section, Florida Department of Community Affairs, Bethel A.M.E. Church: Tallahassee, Florida, \$7,317. A program designed to bring collaborative services to the South side of Tallahassee, educate the church communities about violence and provide strategies for effective church-based programs and services.

Nash, B.A. The Character Education Initiative, United States Department of Education, Office Safe and Drug-Free Schools, Partnerships in Character Education, \$1.5 million.

Nash, B.A. Tobacco Use Prevention and Intervention Teacher Training Project, Florida Department of Education, \$60,000.00.

Nash, B.A. IndiVisual Learning – Hewlett-Packard Read for Life Scholarship: Newton Smith Elementary School, Shreveport, Louisiana. 1st Prize Award Winner: \$10,000.

Nash, B.A. *The Learning Enrichment Program (LEP)*. Community Empowerment Programs, City of Shreveport, Louisiana, Martin Luther King, Jr. Neighborhood Association, \$5,221. A program designed to provide academic and test testing enrichment to thirty (30) 4th grade school students from two local elementary schools.

Nash, B.A. *Project hip-hop reading®*. Alliance for Education, Caddo Parish School District, Mini-Grant Awards of Excellence Program, \$750. The project engaged students in reading by utilizing various aspects of hip-hop culture.

Nash, B.A. *National youth sports program – Girls' sports clinics (NYSP-GSC)*. Southern University at Shreveport, National Youth Sports Corporation, Indianapolis, Indiana, \$6,462.00. A sports program for girls aged 10-16 years old from the local community to encourage participation in non-traditional sports; to build positive relationships with participants, coaches, and student-athletes, and to encourage the continuous involvement in athletics.

Nash, B.A. *Project T.E.A.M. mentoring and after-school program*. The W.A.Y. Ministries of Tallahassee, Inc., Florida Department of Juvenile Justice, Faith Community Network, \$7,630. A mentoring and after-school program for at-risk youth.

Nash, B.A. *Sports for life* – A Project of the Florida Office of Tobacco Control. The W.A.Y. Ministries of Tallahassee, Inc., \$1,500. A summer sports program for at-risk youth.

Nash, B.A. *Winning girls! Winning women!* Family Preservation and Family Support Funds, Department of Children and Families, District 2, Daughters of Sarah Allen, Bethel African Methodist Episcopal Church: Tallahassee, Florida, \$2,000. A mentoring and outreach program for at-risk girls and their families.

Nash, B.A. *Moore about computers*. W.T. Moore Elementary School, Leon County School District: Tallahassee, Florida, \$1,000 and over \$30,000 in computers, printers, and services. An after-school program designed to provide academic enrichment (math and computers) and career development to minority students.

Nash, B.A. *Dropout intervention project (DIP)*. Manpower Training Program, Job Training and Partnership Act (J.T.P.A.), Tri-County Technical College: Pendleton: South Carolina, \$63,000. A training program for at-risk youths.

Nash, B.A., Norris, A. & Teal, C. *Female, and minority (FM) project*. Tri-County Technical College funded by Appalachian Regional Commission, South Carolina, \$200,000 and over \$50,000 in contributions and services. A full-service program designed to recruit, train, and retain minorities and females into high technology careers.

Nash, B.A. & Teal, C. *Pilot project to recruit and train rural and low-income women for high technology occupations*.

Department of Labor, Women's Bureau, Tri-County Technical College: Pendleton, South Carolina, \$40,000. A recruitment and training program for women.

Nash, B.A. & Teal, C. *Women reaching out to women*. South Carolina Department of Education, Office of Vocational Education, Tri-County Technical College: Pendleton, South Carolina, \$4,000. A program designed to recruit women into high technology careers.

DEVELOPED CONFERENCES AND WORKSHOPS:

The church's response to violence: Halting abuse, neglect and exploitation of the elderly and our children, our schools and you. Bethel A.M.E. Church: Tallahassee, Florida, A community conference.

Africa: Yesterday, today, and tomorrow. Harambee: Tallahassee, Florida. An international cultural festival. Primarily responsible for the African/Caribbean Museum, educational presentations, workshops, and speakers.

Empowerment of the educational community for the gifted child: School, parents, business, government, and the community. Leon County Association for Gifted Children: Tallahassee, Florida. A regional conference on giftedness.

Gifted children: Meeting their needs. Leon County Association for Gifted Children: Tallahassee, Florida. A regional conference on giftedness.

Gifted education: A shared partnership. Leon County Association for Gifted Children: Tallahassee, Florida.

Understanding and preparing the gifted child. Leon County Association for Gifted Children: Tallahassee, Florida.

Computer camps for female and/or minority students, grades 9-12. Tri-County Technical College: Pendleton, South Carolina. A summer technology camp serving Pickens, Anderson, and Oconee counties.

Women and careers: Options for the 80's. Clemson University: Clemson, South Carolina. A career fair and conference emphasizing non-traditional occupations for women.

Charles F. Bolden, Jr., NASA astronaut day. Tri-County Technical College: Pendleton, South Carolina. Recognition of Blacks in the United States Space Program and a celebration of the opportunities available to females and minorities in technical-oriented careers.

Young Writers Conference. Havana Elementary School, Gadsden County Schools, Havana, Florida.

SELECTED PROFESSIONAL ACTIVITIES:

Juvenile Justice Council, Inc., Leon County (Florida), Education Committee

State Task Force on Greater Accountability in Gifted Education, (Florida)

Leon Association for Gifted Children (L.A.G.C.), Leon County (Florida) School District

President; Chairperson, Parenting Workshop, Scholarship and Fund Development Committees; planned and organized Regional Conferences, and implemented various other training activities for parents of gifted children

State Steering Committee for Programs for Gifted Students, (Florida)

Delegate, Virginia Governor's Conference on Library and Information Services, Richmond, Virginia

SELECTED COMMUNITY ACTIVITIES:

Tallahassee Girls' Choir of CHOICE, (Tallahassee, Florida), Executive Board member and President

Volunteer Mentor, Gadsden County Public School District

Capital City Garden Club – member and presenter

American Red Cross – Dallas Chapter, Katrina, and Rita Relief

Tallahassee (Florida) Senior Center Foundation, board member

Tallahassee (Florida) Senior Center Advisory Board, board member

Refuge House Board of Directors, (Tallahassee, Florida), board member

The John G. Riley Museum and Center of African American History and Culture, Tallahassee, Florida, supporting member

Tallahassee Community Hospital, Ethics Committee, Tallahassee, Florida, member

Bethel African Methodist Episcopal Church, Tallahassee, Florida. Finance Committee; Bethel Orchestra; Church Trustee; member of the Daughters of Sarah Allen (mentor); member of the Church School, Bible Class III; Coordinator, Girl Scout Ministry (developed a full-service girl scout program with eight troops and over 125 registered girl scouts); Chair, Committee on Violence Education and Outreach; Chair, Sub-Committee on Information Management and Technology; Lay Organization, recording secretary and member Steward Board I.

Leon County (Florida) School District (Volunteer), Bond Elementary School, The Governor's Mentoring/Tutoring Program; Florida A&M University Development Research School (FAMU DRS), President, School Advisory Board, Junior Varsity Cheerleading-booster member, Track and Field Team-booster member; School for Individualized Learning (SAIL), Parent-Teacher-Student Organization (PTSO), Vice-President and Editor of the PTSO Newsletter; Lincoln High School, (PTSO), Co-President, Volunteer Coordinator; District Advisory Council (DAC), Secretary; (DAC) Representative, Academic Resource Center; Advisor to Student Government Association, Cobb Middle School, and Homeroom Mother/Coordinator, W.T. Moore Elementary, Buck Lake Elementary, Cobb Middle, Lincoln High and SAIL Schools

Association of African Methodist Episcopal Scouts (AAMES), Chair, Committee on the Religious Recognition Program; Florida Conference, Chair, Committee on Girl Scouting

Florida History Fair (Statewide), Judge, Junior/Middle School Level

Girl Scout Council of the Apalachee Bend, Tallahassee, Florida, Troop Sponsor (six troops); Executive Board, President, (Council serves 15 counties – two terms); First Vice-President; implemented various outreach programs, for example, Bethel AME Church Book Scholarship Fund in the name of one of the first African American troop leaders in Leon County – raised over \$3,500; implemented Florida's first Girl Scout troop for daughters of incarcerated mothers (SOAR – Seizing Opportunities, Achieving Respect) (honored with the Governor's Peace at Home Award); Nominating Committee; Girl Scout Leader, Troops: Daisy, Brownie, Junior, Cadette and Senior Levels; Organized first multi-cultural group to travel to Europe; Jamaica, 1991; Girl Scout Ministry Coordinator, Bethel AME Church, and Chairperson, Insurance Committee

Girl Scout Council of the Florida Panhandle, Quincy, Florida (serves 19 counties) – Executive Board of Directors - member; serve as chair of the fund development and philanthropy committee. Girl Scout Council of the Florida Panhandle (GSCFP)/Gateway Council of the Girl Scouts, Life Member, Former President of the GSFP Board (19 counties) (two-3-year terms), Former Board Member and Troop Leader (all levels and ages).

Life Member: Florida A&M University Alumni Association, Leon County Chapter

Harambee Arts & Cultural Heritage Council, Chairperson, Committee on Africa

SELECTED HONORS AND AWARDS:

Bishop's Award of Excellence for Outstanding Pillar-Building Service in the African Methodist Episcopal Church, 11th Episcopal District (Florida)

Woman of the Year Award, African American People Succeeding (AMPS) Magazine, Shreveport, Louisiana

Woman of the Year Award, National Hook-Up of Black Women, Gadsden County Chapter, Quincy, Florida

Lifetime Membership, Girl Scouts of the United States (GSUSA)

Woman of the Year Award, Bethel AME Church, Tallahassee, Florida

God and Service Award, the African Methodist Episcopal (AME) Church and the Girl Scouts of the USA, Tallahassee, Florida

Florida Department of Education, Quality Improvement Team Award/DOE Grant Development Team

Florida Department of Education, Special Achievement Award, and Certificate of Appreciation for Serving on the Budget Entity Committee

Davis Productivity Award, Certificate of Commendation, Florida Tax Watch

National Association for the Advancement of Colored People (NAACP), Tallahassee, Florida Branch, James Hudson Citizenship Award

Black History Month Achiever Award, Tallahassee Democrat

Outstanding PTSO President Award, Lincoln High School, Leon County (Florida) School District

Florida Department of Education, Work Unit Award

Devoted Leader Award, Girl Scout Council of the Apalachee Bend, Tallahassee, Florida

A Salute to Citizenship Award, State of Florida, Nominee, Philip Morris Companies, Inc.

Extraordinary School Volunteer Award, Leon County School District, Tallahassee, Florida, contributed over 500 hours

Outstanding School Volunteer Award, Leon County (Florida) School District, contributed over 200 hours

Woman of the Year, Semi-Finalist Award, Tallahassee Junior Women's Club

Outstanding School Volunteer Award, Buck Lake Elementary School, Leon County (Florida) School District

Outstanding School Volunteer Award, Academic Resource Center, Leon County (Florida) School District

Outstanding School Volunteer Award, Cobb Middle School, Leon County (Florida) School District

Distinguished Service in Counseling and Development

Extra Mile Award, Leon County (Florida) School District
Special School Volunteer Award, Leon County (Florida) School District
Volunteer of the Year Award, Nominee, Tallahassee Democrat (Florida) and Volunteers of the Big Bend, Inc.
Outstanding School Volunteer Award, W. T. Moore Elementary School, Leon County (Florida) School District
Volunteer of the Year Award, W. T. Moore Elementary School, Leon County (Florida) School District
Charter/Founding Member: Society of Women Engineers, Western Carolina Section, Greenville, South Carolina; Alpha
Kappa Alpha Sorority, Inc., Iota Tau Chapter, University of Arizona, Tucson, Arizona
Founder, Dancers of the Ages – an African dance troupe for mature individuals. Founder, Dancers of the Ages – an African
dance troupe for mature individuals.
Founder, Dancers of the Ages – an African dance troupe for mature individuals.
Start-Up Quest Award, 3rd Place, CareerSource Capital Region

KNOWLEDGE, SKILLS, AND ABILITIES (KSA)

Dr. Beverly A. Nash, Ph.D., NCC

Sample

KSA	Performance
Comprehensive knowledge of federal EEO laws and regulations and the skills to apply this knowledge to a variety of difficult and complex work assignments.	Was responsible for the federal EEO laws and regulations as it was applicable to federal acts, student services, funding, plans, projects, contracts, and grants. Have taken course work and staff development training at the Florida Department of Education, Florida State University and Clemson University. Have developed policies, processes and procedures that address inclusion and have developed, participated in, and implemented staff/professional development related to EEO laws and regulations. Have conducted statistical research on various diversity issues, e.g., wages, job placement, student population in vocational education, women in the workplace. Collaborated with school districts and colleges on their sexual harassment policies. Have worked with and supervised culturally diverse groups and individuals.
Knowledge of the agency's complaint processing procedure.	Processed and managed complaints related to funding and other federal projects and grants issues at the federal, state, and local levels. Complaints covered a variety of issues and were from statewide stakeholders and customers. Have worked with the Department of Education and FEMA in processing complaints.
Skill in negotiation and conflict resolution techniques.	Have taken course work at Southern Methodist University and Clemson University in conflict/dispute resolution and gender and race issues. Managed cases related to vendors as well as customers/clients (e.g., community colleges, school district, universities, and community-based organizations). Other cases have involved audit exceptions, workplace complaints, and workplace sexual harassment. As a certified

KSA	Performance
	counselor, I have dealt with disputes related to divorce, parenting, school/parent/child, and individual/personality and mental health issues. Previous professional membership included the Association for Conflict Resolution. Negotiated and signed major contracts, services, RFPs, plans, monthly goals regarding performance measurements.
Experience in the development of strategies and programs.	Trained in system development; able to analysis and collect data and information; formulated programs, services and activities related to parents, women, students, and administrators. Authored reports that outline recommendations, outcomes, and anticipated results. I am results driven and a system planner.
Ability to effectively communicate in writing.	Developed technical papers, white papers, manuals, policy and procedures documents, state plans, for the Florida Department of Education and in other employment positions. Developed and wrote grants for funding and various reports. Developed written training materials for training classes. Have taken course work in research and data analysis.
Effective oral communication ability.	Collaborated with various groups and age levels in the development and interpretation of policies and procedures, data, and information. Have conducted vision sessions. Developed and implemented training sessions and workshops for the Florida Department of Education, Florida Executive Office of the Governor, and various local school districts. In addition, presented at national, regional, and local conferences and workshops on issues related to equity, internal policies and procedures, grants development and management, state-wide linkages, and best practices. Communicated with a wide audience of clients/customers, from parents and

KSA	Performance
	students across the State of Florida (including other states and positions) to the Governor's Office. Have developed and executed short-term and long-term strategies, solutions and improvements for programs, services, and activities at the state and local levels. Managed and communicated about budgets and financial indicators to include revenue, wages, and/or daily operational expenditures.



A RAISED SEAL IS NOT REQUIRED
 OFFICIAL SIGNATURE APPEARS BELOW IN WRITING

Michael A. James, University Registrar

NAME: MASH, SEVENLY A
 ADDRESS:
 CITY:
 STATE:
 ZIP CODE:
 DATE OF BIRTH: 5/29/51 RESIDENCY: F
 NATION OF CITIZENSHIP: US

TEST SCORES:
 BASIS OF ADMISSION:
 HIGH SCHOOL
 TRANSFER
 OTHER

EDUCATION
 SOCIAL SECURITY NUMBER:
 SCHOOL/COLLEGE:
 ALL 1997 EDUCATIONAL LEADERSH
 TERM ADMITTED MAJOR

PERMANENT ACADEMIC RECORD
 THIS TRANSCRIPT IS OFFICIAL IF IT IS SIGNED, DATED AND BEARS THE PRINTED SEAL.
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COURSE(S)		SEMESTER HOURS		COURSE(S)		SEMESTER HOURS		GRADE		SEMESTER HOURS		GRADE	
COURSE PFX NO.	SEC.	DESCRIPTIVE TITLE	ATTENDED FOR GPA	ACCEPTED/ EARNED	GRADE POINTS	G.P. AVERAGE	COURSE PFX NO.	SEC.	DESCRIPTIVE TITLE	ATTENDED FOR GPA	ACCEPTED/ EARNED	GRADE POINTS	G.P. AVERAGE
** UNIV OF ARIZONA		BACH DEGREE	05/75 **	12/80 **			EDA7224301		FALL SEMESTER 1998	3.0	3.0	12.0	
** CLENSON		SCHOOL BUSINESS MGMT	0.0	0.0	0.0		EDA7233301		LEGAL ISSUE EDU POLI	3.0	3.0	12.0	
EDA5201001		FALL SEMESTER 1996	3.0	3.0	12.0		EDA7930301		SPEC TOPICS LEADERSH	9.0	9.0	36.0	4.00
EDA522001		SCHOOL PERSONNEL ADMIN ED	3.0	3.0	12.0	4.00			FALL 1998	35.0	36.0	44.0	4.00
** ENROLLED AS NON-DEGREE-STUDENT **		OVER-ALL GPA	3.0	3.0	12.0	4.00			OVER-ALL GRADUATE GPA				
EDA5232001		LEGAL ASPECTS OF ED	3.0	3.0	12.0	4.00	EDA6421301		ADV RESEARCH METHODD	3.0	3.0	12.0	
** ENROLLED AS NON-DEGREE-STUDENT **		OVER-ALL GPA	6.0	6.0	24.0	4.00	EDA7220301		EMPL ISS AGEN & INST	3.0	3.0	12.0	
EDA5276301		LEGAL ASPECTS OF ED	3.0	3.0	12.0	4.00	EDA7280301		CURRICULUM & PUB POL	9.0	9.0	36.0	4.00
** ENROLLED AS NON-DEGREE-STUDENT **		OVER-ALL GPA	3.0	3.0	12.0	4.00			OVER-ALL GRADUATE GPA	45.0	45.0	80.0	4.00
EDA5216301		LEADERSH & COMM TECH	3.0	3.0	12.0	4.00	EDA6260301		SUMMER TERM 1999	3.0	3.0	12.0	
EDA5276301		RESEARCH & DATA ANAL	3.0	3.0	12.0	4.00	EDA7935501		RES PROPOSAL SEMINAR	6.0	6.0	24.0	
EDA5278301		SELF & INTERP CONTEX	3.0	3.0	12.0	4.00			SUMMER 1999	9.0	9.0	36.0	4.00
** ADMITTED TO GRADUATE DEGREE PROGRAM **		OVER-ALL GRADUATE GPA	9.0	9.0	36.0	4.00			OVER-ALL GRADUATE GPA	54.0	54.0	116.0	4.00
EDA5064301		ENG TECH TEAC & LEARN	3.0	3.0	12.0	4.00	EDA7980602		SPRING SEMESTER 2000	0.0	0.0	0.0	0.00
EDA5215301		FAC, STAFF & COM SEM	3.0	3.0	12.0	4.00			DISSERTATION	0.0	0.0	0.0	0.00
EDA5074301		COMP DIV & EQUAL	3.0	3.0	12.0	4.00			FOR SPRING 2000	54.0	60.0	116.0	4.00
** ENROLLED AS NON-DEGREE-STUDENT **		OVER-ALL GRADUATE GPA	18.0	18.0	72.0	4.00			OVER-ALL GRADUATE GPA				
EDA5191301		SUMMER TERM 1998	3.0	3.0	12.0	4.00	EDA7980603		DISSERTATION	0.0	0.0	0.0	0.00
EDA5206301		GEN & RACE ISSU LEAD	3.0	3.0	12.0	4.00			FOR SUMMER 2000	0.0	0.0	0.0	0.00
EDA5271301		COMPUTERS & LEADERSH	3.0	3.0	12.0	4.00			OVER-ALL GRADUATE GPA	54.0	69.0	116.0	4.00
** ENROLLED AS NON-DEGREE-STUDENT **		OVER-ALL GRADUATE GPA	27.0	27.0	108.0	4.00			DOCTOR OF PHILOSOPHY				
									AWARDED AUGUST 11 2000				
									MAJOR: EDUCATIONAL LEADERSHIP-DOCTORA				
									** END OF TRANSCRIPT **				

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Florida Agricultural and Mechanical University

College of Education

Know all Men by these Presents
that the Board of Regents, upon the recommendation
of the President and the Faculty has conferred upon

Beverly Ann Nash
the degree of

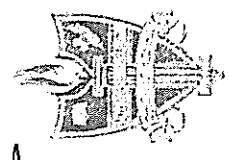
Doctor of Philosophy

with all the rights, honors and privileges thereto appertaining.
Witness the Seal of the University and the signatures
of its duly authorized officers hereunto affixed.

Given at Tallahassee, Florida, this eleventh day of August, in the year
of our Lord two thousand.

Robert Johnson
Dean

Paul H. ...
Dean of Graduate Studies



John ...
Governor of the State of Florida

Tom ...
Chairman of the Board of Regents

Fredrick S. Humphreys
President of the University

CLEMSON, SOUTH CAROLINA 29631

Name of Student, Mailing Address
439 86 6119

Beverly Ann Nash Nnaji
100 Broad Street
Clemson, South Carolina 29631

BS Degree May 17, 1975
The University of Arizona, Tucson, Arizona

Date of Birth: June 28, 1951

Place of Birth: Bossier City, Louisiana

Date Entered Graduate School August 22, 1979

Descriptive Title	Catalog Number		Semester Credit Hours Taken at Clemson	Semester Credit Hours Earned	Grade Received		Students Name
	Department	Course					
FIRST SEMESTER 1979-1980	439866119	PERSONNEL SERVICES					Nnaji, Beverly Ann Nash
PUPIL PERSONNEL SERV	EDUC	741	3	3	A		
PSYCH OF LEARNING	EDUC	802	3	3	B		
THEO & TECH OF COUNS	EDUC	810	3	3	A		
SECOND SEMESTER 1979-1980	439866119	PERSONNEL SERVICES					
COMMUNITY COLLEGE	EDUC	601	3	3	A		
SEM GROWTH AND DEVEL	EDUC	801	3	3	A		
ED TESTS AND MEASURE	EDUC	808	3	3	B		
FIRST SUMMER SESSION 1980	439866119						
ANAL OF INDIVIDUAL	EDUC	809	3	3	A		
SECOND SUMMER SESSION 1980	439866119						
DEV COUNSEL SKILLS	EDUC	817	3	3	B		

The University of Arizona, Tucson, Arizona
Session 1975-1976

Adv Pub Adm
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P Ad	300	3	B
Ngmt	302	3	B
FIRST SEMESTER 1980-1981	439866119	PERSONNEL SERVICES	
EDUC AND VOCAT INFO	EDUC	813	3
FIELD EXP HIGHER ED.	EDUC	816	3

Awarded Master of Education Degree in Personnel Services
December 18, 1980

The Family Rights and Privacy Act of 1974 prohibits release of this information to another party without the student's written consent.

Stan Smith
University Registrar

Official transcripts bear the registrar's signature and are embossed with a raised university seal.

THE UNIVERSITY OF
ARIZONA
TUCSON ARIZONA

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Tucson, AZ 85721-0066

ACCREDITATION
THE NORTH CENTRAL ASSOCIATION OF COLLEGES AND SCHOOLS

429-88-8119
SOCIAL SECURITY NO.: ANN
216835
MHAJI (NASH,) BEVERLY ANN
MIDDLE MATRICULATION NO.

COURSE TITLE	DEPARTMENT	COURSE NO.	HONORS SECTION	UNITS	GRADE
216835 NASH BEVERLY ANN PRINC OF ECONOMICS SOCIAL COUNSELING BUSINESS/PROF COMM BODY DYNAMICS MODERN DANCE INTRO TO HUMANITIES	ANN ECON P AD SPCH PE M PE W HUM	II 71/72 2A 230 112 6 15 50A		3 3 3 1 1 4	5 3 2 3 3 8
RESIDENCE TOTAL					TOTAL 8
216835 NASH BEVERLY ANN PRINC OF ECONOMICS PUB ADMIN RESEARCH ABNORMAL PSYCHOLOGY MINORITY RELATIONS	ANN ECON P AD PSYC -SOC	I 72/73 2A 220A 218 222		3 3 3 3	M 2 5 3
RESIDENCE TOTAL					TOTAL 9
216835 NASH BEVERLY ANN ACCT PUBLIC ACCT INTRO DATA PROGRESMS GRADUATE/DEVEL CHLD BUSINESS WRITING PUBLIC ADMIN	ANN -P AD CO AD ED ENGL -GOV	II 72/73 41 170 201 107 261		3 3 3 3 3	4 2 8 2 3
RESIDENCE TOTAL					TOTAL 12
PIMA College (Un); Tucson, AZ SS 1973					
INTRO TO HUM INTRO TO HUM	HUM HUM	50A 50B		4 4	8
REMARKS					

THE UNIVERSITY OF ARIZONA, TUCSON, ARIZONA 85721

COURSE TITLE	DEPARTMENT	COURSE NO.	HONORS SECTION	UNITS	GRADE
216835 NASH BEVERLY ANN FIRST SEM 1973/74 PERSONNEL MGMT BUDGETING/FIN MGMT PUB MGMT THRY SOCL GRP WORK POLICE+LAW ENFOR CORRECTIONAL RHAB	ANN P AD P AD P AD P AD P AD	BUS ADM 101 237 241 244 266 290		3 3 3 3 3 3	4B B M C C B
RESIDENCE TOTAL					TOTAL 15
216835 NASH BEVERLY ANN 2ND SEM 73/74 TECHN OF INTERVIEW FAM REL COR GOV/PUB ACCY ADM OF COR INST ALT INCARCERATION CRIM	ANN COUN H EC P AD P AD P AD SOC	BUS ADM 221 237 247 289 291 187		2 3 3 3 3 3	A A C C B B
RESIDENCE TOTAL					TOTAL 17
216835 NASH BEVERLY ANN 1ST SEM 1974/75 PRIN OF ECON PUB MGMT THRY PROR IN DRUG ABUSE JUVL DLQNT SHALL GRP	ANN ECON P AD -RHAB -SOC SOC	BUS ADM 31A 241 289 141 253		3 3 3 3 3	C C B D B
RESIDENCE TOTAL					TOTAL 15
TRANSCRIPTS	SEE PAGE 3				

AUG 07 2009

Elizabeth A. Acree
Sr. Associate Registrar
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the seal and the signature of the University Registrar.



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THE NORTH CENTRAL ASSOCIATION OF COLLEGES AND SCHOOLS
ACCREDITATION

NAME: **MAJJI, BEVERLY ANN** MATRIC. NO.: **216835** THE UNIVERSITY OF ARIZONA, TUCSON, ARIZONA 85721
PAGE 3

COURSE	DESCRIPTION	DEPARTMENT	COURSE NO.	UNITS	GRADE	DEPARTMENT	COURSE NO.	UNITS	GRADE
216835	MASH BEVERLY ANN 2ND SEM 1974/75		BUS ADM	3	C				
	PRIN OF ECON		ECON 38	3	B				
	ADOL DEV		ED P 102	3	W				
	FLD WORK		P AD 242	3	W				
	PRAC+PROCD RMAR		RHAB 283	3	W				
	JVNL DLGUNT		SOC 141	3	W				
	STDY EXCEP CHLD		-SPEC 203A	3	B				
	RESIDENCE TOTAL			9	TOTAL			9.00	
	ADMITTED TO UNCL GRADUATE STANDING 6/75								
216835	MAJJI BEVERLY ANN MASH 1ST SUMMER 1975		GRADUATE	3*	I				
	INDEPENDENT STUDY		M EC 299	3*	I				
	RESIDENCE TOTAL			0	TOTAL			0.00	
	ADMITTED TO REGULAR GRADUATE STANDING 8/75								
216835	MAJJI BEVERLY ANN MASH 1ST SEM 1975/76		GRADUATE	3	I				
	FINITE MATH		MATH 65	3	I				
	ORG THRY+BEHAV REL		ACRT 302	3*	B				
	ADV PUB ADM		P AD 300	3*	B Y				
	RESIDENCE TOTAL			6	TOTAL			6	

*GRADUATE CREDIT ALLOWED TO MAJJI, BEVERLY ANN

AUG 07 2009

Elizabeth A. Acree
Sr. Associate Registrar

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Sample Work, Projects and Partnerships

**City of Quincy, Florida
PROJECT MANAGEMENT – GRANTS REPORT**

Dr. Beverly A. Nash

February 23, 2021 (updates for March 22, 2021, Meeting)

**Mission: to maximize funding opportunities with the City of Quincy.
Goals: securing additional funding opportunities; providing greater coordination of grant activities within the city
and facilitating grant activities throughout the city.**

1. **Federal - Presidential Declarations – FEMA Public Assistance Program** (Vendor/Consultant: Rostan Solutions, LLC)
 - 1.1. Contract management
 - 1.2. Hurricane Irma (4337DR-FL) - Close-out (FEMA and state reporting systems)
 - 1.2.1. Funds received by the City of Quincy Finance Department, by way of the Florida Public Assistance system in FY2019-2020.

	Federal	State	TOTALS
FEDERAL - Hurricane Irma, DR-4337, FEMA			
Cat A - Debris Removal, REF. NO. <u>16063</u> , Project NO. <u>2417</u> .	\$36,065.12	\$6,010.85	\$42,075.97
Cat F - Quincy Utilities, REF. NO. <u>16092</u> , power generation, transmission and distribution, Project NO. <u>154</u> .	\$5,268.58	\$878.10	\$6,146.68
Cat A - Debris Removal, REF. NO. <u>48541</u> , Project NO. <u>3101</u> .	\$61,880.63	\$3,437.81	\$65,318.44
TOTALS	\$103,214.33	\$10,326.76	\$113,541.09

- 1.3. Hurricane Michael (4399DR-FL) – Close-out of obligated projects; completion of existing projects (2) and federal/state system reporting on expenditures.
- 1.3.1. Funds received by the City of Quincy:

City of Quincy, Florida						
Hurricane Michael (4399DR-FL)						
FEMA's Public Assistance Program Allocations						
FEMA	Number	Project	Federal	Voucher	State	TOTAL

	Project Name	Category	of Project	Number	Allocation	Number	Date Sent	Allocation	Number	Date Sent	Action	Amount
1	Rest room building at the Running/Walking Track	E	1	438	\$3,723.91	V000953	08-14-2019	\$620.65	V000950	09-04-2019	Paid	
2	Restrooms and Ticket Building - Investing in Our Future	E	2	449	\$7,381.58	V001291	08-30-2019	\$1,230.26	V001289	09-17-2019	Paid	
3	Well Field Main Control, well #7, Well #6, Well #8	E	3	442	\$5,922.55	V001291	08-30-2019	\$987.09	V001289	09-17-2019	Paid	
4	Debris Removal - 45 days 10-10 - 11-24	A	4	1013	\$122,080.87	V006273	04-13-2020	\$0.00		04-23-2020	Paid	
5	Debris Removal - 45 days 10-10 - 11-24	A	5	1013	\$121,362.13	V006499	04-23-2020	\$0.00		06-30-2020	Paid	
6	Debris Removal - Nov 25 and beyond	A	6	1203	\$483,220.50	V006806	05-11-2020	\$26,845.58	V006801	06-30-2020	Paid	
7	Wastewater Treatment Plant	F	7	1217	\$5,475.36	V006828	05-12-2020	\$912.56	V006825	06-30-2020	Paid	
8	Quincy Buildings	E	8	762	\$27,076.52	V006828	05-12-2020	\$4,512.75	V006825	06-30-2020	Paid	
9	Emergency Protective Measures	B	9	417	\$73,952.85	V000137	07-17-2020	\$0.00		09-11-2020	Paid	
10	Buildings and Equipment	E	10	1024	\$25,121.58	V000296	07-23-2020	\$4,186.93	V000290	09-23-2020	Paid	
11	Buildings Damaged	E	11	874	\$11,216.25	V000620	08-17-2020	\$1,869.38	V000618	09-11-2020	Paid	
12	Debris Removal - 45 days 10-10 - 11-24	A	12	1013	\$10,059.15	V002019	10-19-2020	\$0.00		11-19-2020	Paid	
13	428 Project Utilities - Distribution (City-Wide)	F	13	1693	\$241,144.37	V002692	11-23-2020	\$40,190.73	V002689	12-11-2020	Paid	
14	428 Project Utilities -	F	14	1693	\$659,213.03	V002926	12-04-2020	\$109,868.84	V002922	12-11-2020	Paid	

	Distribution (City-Wide)											
15	428 Project Utilities - Distribution (City-Wide)	F	15	1693	\$933,333.41	V003142	12-15-2020	\$155,555.57	V003138		Approved by State Comptroller	
	TOTALS				\$2,730,284.06			\$346,780.34				\$3,077,064.4
	As of January 29, 2021											

Source: Florida Public Assistance Grant website. This site is for the online application and management of the FEMA's Public Assistance (PA) grant.
State and local governments Public Assistance (PA) is a federal grant program to aid in returning a disaster area to pre-disaster conditions.

- 1.3.2. Outstanding projects - Fiber Optic and CAT Z - administrative costs (Rostan Solutions, LLC) - working with FEMA and State.
- 1.4. Hurricane Sally (4564DR-FL) - Worked with FEMA staff inspection requirements for South Stewart Street and RFP/work with Procurement officer, Charles Hayes. Working with Rostan Solutions, LLC on FEMA, and State system reporting. Working on necessary FEMA and State documentation and paperwork.
- 1.4.1. FEMA determines projects and cost structure based on submitted documentation.
- 1.5. CARES ACT/COVID-19 (CV)(4486DR-FL) - Working with Finance Department (Ms. Ashton) to assemble appropriate and necessary paperwork/documentation for FEMA reporting system and Rostan Solutions, LLC task order activities.
2. State - Florida Department of Economic Development, Rural Infrastructure Grant (RIF), Planning and Preparation Grant, Agreement Number: D0150 (Vendor/Contractor: Beth Cicchetti, Executive Director, Gadsden County Development Council and Dewberry Engineering)
 - 2.1. Grants development, management, and reporting activities.
 - 2.2. Contract management.
 - 2.3. Funded Grant Focus: Joe Adams Road Commerce/Business Park (Phase 1 environmental assessment) and 5-year Strategic Economic Development Plan.
 - 2.4. Funded Amount: \$297,800.00.
3. State General Appropriation Act (GAA), Florida Department of Economic Opportunity, Grant Agreement Number. DL006
 - 3.1. Reporting and final close-out activities.
 - 3.2. Funded Grant Focus: Circle Drive Lift Station - upgrade structure.
 - 3.3. Funded Amount: \$75,000.
4. State and Federal - Rebuild Florida - Hometown Revitalization Program, Florida Department of Economic Opportunity (DEO) and US Department of Housing and Urban Development (HUD) Community Development Block Grant

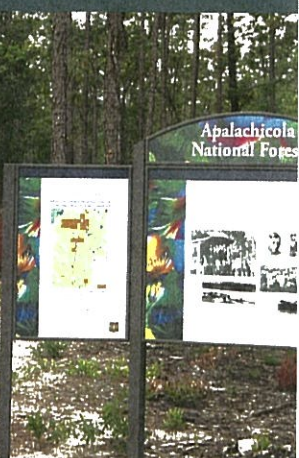
- 4.1. Submitted pre-application.
- 4.2. Working on 2nd phase of application/grant development process.
- 4.3. In weekly discussions with assigned technical assistance staff and Apalachee Regional Planning Council, Ben Chandler and staff and other local and city individuals. Focus: scope of work and associated costs, partnerships, downtown business surveys/data, maps, photos, population data, damage summary, outcome information/data, and planning documentation.
- 4.4. Proposed Project Focus: R2P2 Partnership Concept Design for Downtown Quincy (Historical District) – Downtown Convertible Event Plaza and Parklets.
- 4.5. Per funding/grant application guidelines, the project must demonstrate physical damages or other direct impact from Hurricane Michael and primarily serve low and moderate income (LMI) populations. In addition, must be located entirely within the applying entity’s authority, be one contiguous commercial area, and be primarily commercial in nature.
- 4.6. Dewberry Engineering providing engineering and technical assistance on downtown design scope of work and costs; Apalachee Regional Planning Council and assigned technical team providing the data collection and analysis, mapping, research, and grant writing capacity.
- 4.7. Funded Amount Range: \$250,000 to 5 million.
- 4.8. Proposed Amount: \$3 million with co-applicant – Quincy CRA and in-kind contribution of the CRA work projects for downtown.
- 4.9. Application Deadline: April 16, 2021.
5. **Federal - US Environmental Protection Agency (EPA), Local Foods, Local Places grant** – initial pre-application (concept paper) submitted.
 - 5.1.1. Funding Amount: unknown; pre-application under review.
 - 5.2. Funded Grant Focus: to provide technical and financial assistance to help communities integrate local food strategies into their economic development efforts.
6. **Federal - R2P2 Partnership Program, FEMA/US EPA, Region 4 – Part 2 – The Florida Panhandle Regional Recreation Economy – Building an Alliance for Long-Term Resilience and Economic Recovery.**
 - 6.1. Participate in weekly Zoom Meetings. Participants (collaboration): all R2P2 communities, private consultants, non-governmental organizations/agencies, regional entities, federal and state agencies.
 - 6.2. Monthly coordination meeting of inland cities (Quincy, Chattahoochee, and Marianna) and federal, state regional and local partners to focus on project funding, tourism promotion and economic sector development.
 - 6.3. Provide input to regional strategic plan and funding opportunities. Preparation of Regional Recreation Action Plan – focus: “to grow the regional recreation economy.”
 - 6.4. Vision statement: “the communities of the Florida Panhandle region enjoy a vibrant and resilient quality of life and a thriving recreation economy by working together to enhance and promote a sustainable recreational network of celebrated cultural and natural resources.”
 - 6.5. Development of online tool to integrate and support implementation.

- 6.6. Research and seek private investments.
- 6.7. Finalization of Summit Report 2021 – Regional Recreation Economy.
- 6.8. Development of Resource Guide – Florida Panhandle Regional Recreation Economy Summit (see attachment).
- 6.9. Marketplace Value: Part 1 = \$300,000; Part 2 = \$30-40,000 (free technical assistance and publications)
7. **Federal US EPA, Special Appropriation Grant (SAAP)**, Caroline Ejimofor, EPA Project Manager. (Vendor/Consultant: Debbie Belcher, Roumelis Planning and Development Services)
 - 7.1. Ending of grant – 12/31/2020.
 - 7.2. Reporting (financial and programmatic) and close-out requirements.
 - 7.3. Funded Grant Focus: Sewer Truck Line Rehabilitation.
 - 7.4. Funded Amount: Approximately \$364,917.
8. **Federal - AmeriCorps/VISTA/BRACE**
 - 8.1. Supervision of VISTA/BRACE full-time volunteer.
 - 8.1.1. Working on business surveys and data collection; research on Historical Preservation grant opportunities; research on Tanyard Creek Extension (R2P2 Partnership) grant opportunities, BRACE online webinars and reporting requirements and development of long-term emergency management manual for the City of Quincy.
 - 8.2. Participate in required training and reporting webinars.
 - 8.3. Marketplace Value: \$58,000 (free service for one year, ends July 2021).
 - 8.4. Delivered in-house professional development.
 - 8.5. Funded Grant Focus: To encourage volunteer service at the local level.
 - 8.6. Contract management and professional development.
9. **Local/Regional - United Way of the Big Bend** – Workplace Campaign - partnership and participation.
 - 9.1. Communications with and to all-directors/city departments regarding benefits of workplace giving.
10. **State - Hazard Mitigation Grant Program (HMGP)/Local Mitigation Strategy (LMS)**, Florida Division of Emergency Management, (Vendor/Consultant: Dewberry Engineering, Justin Ford).
 - 10.1. Held various meetings with Robin Ryals, Mo Cox, Justin Ford, etc.
 - 10.2. Coordination of required forms, documentation, and communication.
 - 10.3. Status: State review of 3rd submission.
 - 10.4. Project Amount: \$95,943.75.
 - 10.5. Funded Grant Focus: Virginia Street Lift Station – upgrade structure.
 - 10.6. Monthly meetings with Gadsden County working group.
 - 10.7. FY2021 projects are due to LMS group.
 - 10.8. Working with State and FEMA on necessary paperwork and documentation.
11. **State - Florida House and Senate Appropriation Requests - 2021**
 - 11.1. Held meetings with departments regarding requests.
 - 11.2. Submitted 5 (five) projects with priority listing.
 - 11.3. Working with lobbyist on additional paperwork and/or information and follow-up on status of committee meetings.

12. **State - Florida League of Mayors, Inc., 2020 City Catalyst Grants.**
 - 12.1. Funded Amount: \$1,500.
 - 12.2. Fund Grant Focus: COVID-19 recovery related activities (submitted: Mayor's Free Mask Program, Tanyard Creek)
 - 12.3. Grant reporting/close-out requirements.
13. **Regional - Coca-Cola Murals (outcome of Coca-Cola Mural Partnership and Unveiling) (Private-Public Partnership)**
 - 13.1. Additional research and identification of other Coca-Cola murals in the City of Quincy.
 - 13.2. Communications with Coca-Cola United regarding additional possibilities for partnership.
 - 13.3. Marketplace Value Phase I = \$51,000. Phase II – to be determined.
14. **Federal - US Department of Agriculture, Research and Development, Rural Business Development Program**
 - 14.1. Partnership with North Star Legacy Communities Initiative (thru R2P2 Partnership).
 - 14.2. Initiated letter of support.
 - 14.3. Legacy communities are African American communities formed shortly after Emancipation. The North Star Initiative focus is on preservation, resources, and technical assistance.
 - 14.4. Grant focus: selection of legacy community within county; identification of 10-20 emerging, new, or existing businesses of color for development and expansion services and strategic planning, including online resources, technical assistance and training, and equipment. Included in R2P2 Partnership regional recreation economy effort.
 - 14.5. Application due date: March 31, 2021 – however, after discussion with potential partner, application not feasible currently.
15. **State - Florida Department of Environment Protection, Green Storm Water Infrastructure Case Study Project Proposal**
 - 15.1. Project Proposal Due by: April 2, 2021 (received Feb. 10, 2021).
 - 15.2. Focus: Data collection, planning and design to develop case studies on green storm water infrastructure.
 - 15.3. Eligible projects: vegetated bioswales (are channels designed to concentrate and convey storm water runoff while removing debris and pollution), tree boxes, pavement, green walls, and green roofs.
 - 15.4. Proposed project: Pre-application - Tanyard Creek Extension, R2P2 Partnership concept design – DECLINED by State.

THE FLORIDA PANHANDLE REGIONAL RECREATION ECONOMY

BUILDING AN ALLIANCE FOR LONG-TERM
RESILIENCE AND ECONOMIC RECOVERY



FINAL SUMMIT REPORT

2021

ACKNOWLEDGEMENTS

The R2P2 effort would not have been possible without the dedication of the FEMA Integrated Recovery Coordination Team, along with the expertise and perspectives of all the local, regional, state, federal and non-governmental partners.

CITY

City of Chattahoochee
 City of Marianna
 City of Mexico Beach
 City of Parker
 City of Quincy
 City of Springfield
 Mexico Beach Community Development Council
 Quincy Main Street
 Main Street Marianna
 Chattahoochee Main Street

COUNTY

Bay County Board of County Commissioners
 Gadsden County
 Gadsden County Board of County Commissioners
 Gulf County Board of County Commissioners
 Gulf County Chamber of Commerce
 Jackson County Chamber of Commerce
 Jackson County Economic Development Committee
 Jackson County Tourist Development Council
 Washington County Tourist Development Council

ADDITIONAL FEDERAL

Apalachicola National Estuarine Research Reserve
 EPA Environmental Finance Center, UNC School of Government
 Federal Highway Administration
 Pensacola & Perdido Bays Estuary Program
 National Park Service
 Fish and Wildlife Service
 Forest Service
 U.S. White House Opportunity and Revitalization Council

NON-GOVERNMENTAL

Apalachicola Riverkeeper
 Defenders of Wildlife
 Creative Applications for Sustainable Technology
 Enterprise Florida, Inc. (EFI)
 Explore Northwest Florida
 Federal Deposit Insurance Corporation
 Florida Chamber Foundation
 Florida Panhandle Natural and Cultural Resources Association
 Gadsden Arts Center & Museum
 Pensacola Habitat for Humanity

INTEGRATED RECOVERY COORDINATION TEAM

National Park Service - Rivers, Trails, and Conservation
 Federal Emergency Management Agency
 Environmental Protection Agency
 Army Corps of Engineers
 Department of Interior
 Department of Health and Human Services
 Housing and Urban Development
 Department of Agriculture, Rural Development
 Economic Development Administration

REGIONAL

Apalachee Regional Planning Council
 Emerald Coast Regional Council
 Riparian County Stakeholder Coalition
 Tallahassee Community College
 Florida Agricultural and Mechanical University
 Florida State University
 Southeast Conservation Adaptation Strategy

STATE

Florida Division of Emergency Management
 Florida Department of Economic Opportunity
 Florida Department of Environmental Protection
 Florida Fish and Wildlife Commission
 Florida Department of Transportation
 Northwest Florida Water Management District
 Florida Forest Service

Space Coast Health Foundation
 Tetra Tech, Inc.
 Texas A&M AgriLife
 The Nature Conservancy
 Trust for Public Land
 VISIT FLORIDA

FOR ADDITIONAL INFORMATION ON THE R2P2 AND REGIONAL RECREATION ECONOMY SUMMIT, contact Rick Durbrow, Environmental Protection Agency Region 4 at durbrow.rick@epa.gov or 404-562-8286.

R2P2 PARTICIPATING CITIES



R2P2 PARTNER AGENCIES



**Exhibit B: Draft Contract, City of
Quincy, Florida and Dr. Beverly A.
Nash, Ph.D., NCC**

**EMPLOYMENT AGREEMENT
FOR INTERIM CITY MANAGER**

THIS AGREEMENT, made and entered into this _____ day of December, 2021, between the City of Quincy, Florida, a Florida municipal corporation, hereinafter referred to as "Employer," and Dr. Beverly A. Nash, hereinafter referred to as "Employee."

WITNESSET:

WHEREAS, Employee is serving as interim City Manager since **December 17, 2021**, on the **same terms and conditions as former Interim City Manager's** employment agreement; and,

WHEREAS, Employer desires to employ the services of Employee as the Interim City Manager of the City of Quincy, Florida, as provided by in the City of Quincy's City Charter Article III, Section 3.01; and

WHEREAS, Employee desires to accept employment as the Interim City Manager of the City of Quincy.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. DUTIES:

Employer agrees to employ Dr. Beverly A. Nash, as the Interim City Manager of the City of Quincy, Florida, **until a permanent City Manager is appointed**, to perform the functions and duties described in the City Charter

and Code of Ordinances of the City of Quincy, Florida, and to perform other legally permissible and proper functions and duties as shall be required by the City. The Interim City Managers duties as outline in City Charter, Sec. 3.04 are:

- (1) He shall employ or appoint all city employees and appointive administrative officers provided for by or under this charter, except as otherwise provided by law, this charter, or rules adopted by the commission pursuant to this charter. All such employees shall serve at the pleasure of the city manager, but the city manager, when he deems it necessary for the good of the service, may suspend in writing, with or without pay, or remove any employee under his jurisdiction except as otherwise provided by law, this charter, or rules adopted by the commission pursuant to this charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.
- (2) He shall direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by law and except for any department, office or agency whose employees are not appointed by the city manager.
- (3) Unless excused by the commission, he shall attend all commission meetings and shall have the right to take part in discussion but may not vote.
- (4) He shall see that all laws, provisions of this charter, and acts of the commission, subject to his direction and supervision, are faithfully executed.
- (5) He shall prepare and submit the annual budget to the commission.
- (6) He shall submit to the commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (7) He shall make such other reports as the commission may require concerning the operations of city departments, offices and agencies subject to his direction and supervision.
- (8) He shall keep the commission fully advised as to the financial condition and future needs of the city, and shall make such recommendations to the commission concerning the affairs of the city as he deems desirable.
- (9) He shall perform such other duties as are specified in this charter or may be required by the commission.

Neither the City Commission, nor any of its members shall direct or request the appointment of any person to, or removal from, office by the City Manager or any of his subordinates, or in any manner take part in the appointment or removal, of officers and employees in the service of Employer, except where expressly provided for by the City Charter, state law, or through an appeal and grievance process as provided by law or local rules. The City Commission and its members shall deal with employees of the City solely through the City Manager and neither the City Commission nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately. Employee will not accept or engage in any employment that affects, interferes or conflicts with his/*her* employment or the performance of his duties and will cease such employment.

Section 2. TERM AND TERMINATION:

A. This Agreement shall commence on the day and year first above written *and shall continue until the City Commission appoints a permanent City Manager*. This agreement may be terminated by either party on ten (10) days advance notice. Notice can be provided as follows:

1. by email message to the Mayor and/or all commissioners
2. written letter delivered by Employee or Employer the Mayor and/or all commissioners
3. by oral announcement at any meeting by the City Commission

B. Employee serves at the pleasure of the City Commission.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of the Employee at any time, subject only to the notice provisions set forth above.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position as City Manager with Employer, subject only to the notice provisions set forth herein above and.

D. Upon Employee's execution of this Agreement, Employee waives any and all rights under Section 3.02 of the City Charter and the parties further agree that any dispute or breach of this agreement shall be resolved by binding arbitration only.

Section 3. COMPENSATION:

Employer agrees to pay Employee for her services rendered pursuant hereto a **salary of** _____ per year for her administrative and managerial duties as Interim City Manager, payable in equal bi-weekly installments, in the same manner as a City employee classified as "full-time exempt Executive." Employee's compensation will be adjusted as provided for in the Employer's Fiscal Budget for other employees.

Section 4. LIABILITY AND HEALTH INSURANCE:

A. Employer will provide life, health and any other insurance benefits to which Employee would be entitled as a City employee classified as "full-time exempt Executive"; except that Employer will purchase and pay

the required premiums on term life insurance not to exceed three times the annual gross salary of the Employee. Employer agrees to provide family hospitalization, dental, cancer supplement, surgical and comprehensive medical insurance for Employee and his dependents and to pay the total premiums thereof.

B. Employer shall provide Employee with the public officials' liability insurance as provided in the ICMA public liability insurance policy or an equivalent policy from a duly licensed insurance company. The coverage limits shall be in an amount of not less than \$300,000.00.

Section 5. BONDING:

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 6. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. Employer agrees to pay the cost of Employees' subscriptions to managerial and financial professional publications, professional association dues and fees, as well as professional development courses, meetings, and seminars, including attendance costs and out-of-pocket expenses incurred during Employee's period of employment and renewals or extensions thereof.

B. Employer in consultation with Employee shall fix any other

terms and conditions of employment, as may be determined necessary from time to time, relating to the duties and performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

Section 7. INDEMNIFICATION:

City or its designee shall defend, save harmless and indemnify Employee against any tort, professional or malpractice liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission committed by Employee within the scope of his duties as City Manager and/or any legal duties. In its sole discretion, City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 8. GENERAL PROVISIONS:

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon all parties and inures to the benefits of the heirs at law and executors of Employee.
- C. If any provisions or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and remain full force and effect.

D. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and remain in full force and effect.

IN WITNESS WHEREFORE, the City Commission of the City of Quincy, Florida, has approved this Agreement in open session and has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Ronte R. Harris, Mayor and
Presiding Officer of the City Commission of
The City of Quincy, Florida
EMPLOYER

Dr. Beverly A. Nash
EMPLOYEE

ATTEST:

Janice Shackelford (SEAL)
Clerk of the City of Quincy

APPROVED AS TO FORM:

Gary A. Roberts
City Attorney

**Acceptance Letter: Acting City
Manager**

Dr. Beverly A. Nash, Ph.D., NCC
P.O. Box 696
Quincy, Florida 32353
850-345-7459

December 20, 2021

City of Quincy, Florida
City Hall
Mayor and City Commissioners
404 West Jefferson Street
Quincy, Florida 32351

Dear Mayor and City Commissioners:

I attended the last regular City Commission held on Tuesday, December 7, 2021, where Mayor Pro-Tem Keith Dowdell motioned for my selection as acting city manager and the motion carried by the official vote of the City Commission. First, thank you for having that level of confidence in me. It is truly my honor and opportunity to be of service to the City of Quincy, and the Commission.

I accept the Commission's vote and thus, I accept the acting city manager's position. I started in the acting role on Friday, December 17, 2021, at 5:01 pm (as my understanding was the requirements stated by the Commission). I participated in the Special Meeting held at 5:30 pm in that acting position role, as acting city manager.

It is my desire to maintain the legacy, professionalism, and achievements that are all possible for the City of Quincy. In addition, I look forward to working with all departments and working through all financials and technical issues and concerns of the City Commission. Also, it is my understanding that my salary will be consistent and comparable to the past two acting city managers and adjusted for inflation.

Again, thanks to the Commission for this public service opportunity.

Sincerely,

Beverly A. Nash/bn

Dr. Beverly A. Nash, Ph.D., NCC

Cc: Attorney Gary Roberts, City of Quincy Attorney



JOB POSTING ANNOUNCEMENT

DECEMBER 06, 2021

CITY MANAGER

The City of Quincy is seeking a City Manager who has a broad knowledge of public administrative, business and financial management, local and state government and supervision skills beyond routine duties, while serving under the direction of its City Commission. Supervise activities related to the City in accordance with the policies determined by the City Commission, city charter and applicable laws and ordinances. A fiscal year budget (including a capital improvement program) ranging from \$33M – \$37M that includes the management of eight enterprise funds – a workforce of 130-150, and manage \$5M - \$10M in grants. Incumbent must have the ability to work under strict guidelines and timeframes.

DUTIES AND RESPONSIBILITIES:

- Develops and executes short-term strategies, solutions and improvements and is responsible for all operational activities undertaken within the city.
- Forecasts budgets and manages the key financial drivers of the City to include revenue, transactions, market segment mix, utilization, wage expense, daily operational expenditures.
- Attend and participate in conferences, meetings and work sessions on behalf of the City; prepares correspondences and/or supporting data as may be needed by the City Commission; write reports and/or summarizations as requested.
- Negotiate and sign all contracts not requiring execution by the City Commission; authorize expenditures and purchases; prepare necessary reports.
- Meets and corresponds with various citizens, professional businesses and other groups to answer questions and secure their help in carrying out various programs.
- Develop, implement and communicate city operating plans that maximize revenue and grow market share, within plan objectives. Monitor performance against plan and establishes or revises plans, procedures and standards as appropriate, to maximize profits.
- Sets monthly goals for each department's key operating performance measurements.
- Provides leadership and management to ensure that the mission and core values of the City are put into practice.
- Spearheads the development, communication and implementation of effective growth strategies and processes.
- Establishes credibility throughout the organization and with the Commissioners as an effective developer of solutions to business challenges.
- Collaborates with the Departmental Team to develop and implement plans for the operational infrastructure of system, processes and personnel designed to accommodate the growth of the City.
- Motivates and leads a high-performance management team; attracts, recruits and retains required members of the departmental team not currently in place; provides mentoring as a cornerstone to the management career development program.

MINIMUM QUALIFICATIONS:

Master Degree in Public Administration, Business Administration, Engineering or five (5) years in municipal government may be substituted. Five years of experience in municipal management government in positions with authority for program direction and budget administration, or coordination and supervision of such functions. Other combinations of experience and education which meets the minimum requirements may be substituted. Some experience and knowledge in local government utilities, finance, public works, parks and recreation, telecommunications operations and smart grid systems.

Salary Range: \$80,000 - \$105,000

We offer a competitive salary and compensation package If this sounds like the opportunity you have been looking for, please submit letter of application, detailed resume with salary history, work related references and City of Quincy application to:

CARDLYN R. BUSH

cbush@myquincy.net

HUMAN RESOURCES DEPARTMENT - 404-West Jefferson Street, Quincy, Florida 32351

CLOSING DATE: UNTIL FILLED

THE CITY OF QUINCY IS A DRUG FREE WORK PLACE AND AN EQUAL OPPORTUNITY EMPLOYER

**Supporting Documentation
Regarding: Acting City Manager
and/or City Manager**

**Interim City Manager and City
Manager**

Jack L. McLean Jr.

TERM SHEET

1. INTERIM CITY MANAGER

2. Terms:

SALARY

May 8, 2018 thru June 8, 2018

No salary or employee health or leave benefits

June 9, 2018 thru September 30, 2018

\$85,000 PLUS BENEFITS OF "full-time exempt Executive."

October 1, 2018

Parties to negotiate salary and benefits

3. TERMINATION NOTICE

May 8 2018 thru June 8, 2018

Terminated without notice

June 8, 2018 thru September 30, 2018

Termination with 30 day notice

October 1, 2018

Parties negotiation termination terms

4. Completed all hiring documents.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of May, 2019, between the City of Quincy, Florida, a Florida municipal corporation, hereinafter referred to as "Employer," and JACK L. MCLEAN JR., hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, Employee has served as interim City Manager since May 11, 2018 on the same terms and conditions of the former City Manager's employment agreement, except that the Employee's salary would, by his agreement start on June 8, 2018, the same day the former City Manager ceased employment; and

WHEREAS, Employer desires to employ the services of Employee as the City Manager of the City of Quincy, Florida, as provided by in the City of Quincy's City Charter Article III, Section 3.01; and

WHEREAS, it is the desire of the City Commission to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Commission (1) to provide inducement for Employee to remain in such employment, (2) to act as a deterrent against malfeasance, misfeasance, and nonfeasance on the part of Employee, (3) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services at such time as he may be unable to discharge his duties or when the City Commission may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as the City Manager of the City of Quincy.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the

parties agree as follows:

Section 1. DUTIES:

Employer agrees to employ JACK L. MCLEAN JR., as the City Manager of the City of Quincy, Florida, to perform the functions and duties described in the City Charter and Code of Ordinances of the City of Quincy, Florida, and to perform other legally permissible and proper functions and duties as shall be required by the City Commission. The City Managers duties as outline in City Charter, Sec. 3.04 are:

- (1) He shall employ or appoint all city employees and appointive administrative officers provided for by or under this charter, except as otherwise provided by law, this charter, or rules adopted by the commission pursuant to this charter. All such employees shall serve at the pleasure of the city manager, but the city manager, when he deems it necessary for the good of the service, may suspend in writing, with or without pay, or remove any employee under his jurisdiction except as otherwise provided by law, this charter, or rules adopted by the commission pursuant to this charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.
- (2) He shall direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by law and except for any department, office or agency whose employees are not appointed by the city manager.
- (3) Unless excused by the commission, he shall attend all commission meetings and shall have the right to take part in discussion but may not vote.
- (4) He shall see that all laws, provisions of this charter, and acts of the commission, subject to his direction and supervision, are faithfully executed.
- (5) He shall prepare and submit the annual budget to the commission.
- (6) He shall submit to the commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (7) He shall make such other reports as the commission may require concerning the operations of city departments, offices and agencies subject to his direction and supervision.

(8) He shall keep the commission fully advised as to the financial condition and future needs of the city and shall make such recommendations to the commission concerning the affairs of the city as he deems desirable.

(9) He shall perform such other duties as are specified in this charter or may be required by the commission.

Neither the City Commission, nor any of its members shall direct or request the appointment of any person to, or removal from, office by the City Manager or any of his subordinates, or in any manner take part in the appointment or removal, of officers and employees in the service of Employer, except where expressly provided for by the City Charter, state law, or through an appeal and grievance process as provided by law or local rules. The City Commission and its members shall deal with employees of the City solely through the City Manager and neither the City Commission nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately. Employee will not accept or engage in any employment that affects, interferes or conflicts with his employment or the performance of his duties and will cease such employment.

Section 2. TERM AND TERMINATION:

A. This Agreement shall commence on the day and year first above written and shall continue for three years, until terminated by one of the parties. This agreement may be terminated by either party on thirty (30) days advance written notice.

B. Employee serves at the pleasure of the City Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of the Employee at any time, subject only to the notice provisions set forth herein.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position as City Manager with Employer, subject only to the notice provisions set forth herein above.

D. In the event Employee is terminated Employer agrees to pay Employee a lump sum severance cash payment equivalent to three months of aggregate salary, as adjusted from time to time, including retirement and deferred compensation for that period.

E. Upon Employee's execution of this Agreement, he waives any and all rights under Section 3.02 of the City Charter.

Section 3. COMPENSATION:

Employer agrees to pay Employee for his services rendered pursuant hereto a salary of \$105,000.00 per year for his administrative and managerial duties as City Manager, payable in equal bi-weekly installments, in the same manner as a City employee classified as "full time exempt Executive." Employee's compensation will be adjusted as provided for in the Employer's Fiscal Budget for other employees.

Section 4. LIABILITY AND HEALTH INSURANCE:

A. Employer will provide life, health and any other insurance benefits to which Employee would be entitled as a City employee classified as "full-time exempt Executive"; except that Employer will purchase and pay the required premiums on term life insurance not to exceed three times the annual gross salary of the Employee. Employer agrees to provide family hospitalization, dental, cancer supplement, surgical and comprehensive medical insurance for Employee and his dependents and to pay the total premiums thereof. Upon termination of all employment with the City, Employee shall be deemed to be a retiree regardless of the date or circumstances of such termination and will be 100% vested in the plan.

B. Employer shall provide Employee with the public officials' liability insurance as provided in the ICMA public liability insurance policy or an equivalent policy from a duly licensed insurance company. The coverage limits shall be in an amount of not less than \$300,000.00.

Section 5. RETIREMENT/DEFERRED COMPENSATION:

Employee is eligible for, and will receive, retirement and deferred compensation as a City employee classified as "full-time exempt Executive" and will be 100% vested in the plan.

Section 6. VACATION AND SICK LEAVE:

Upon employment the Employee shall be credited with ten-day (10) annual leave and ten (10) days Sick Leave. Employee shall accrue and have attributed to his sick leave at the rate as if in the tenth (10th) year, and as the same may increase on an annual basis as determined by Employer's policies and Employee's length of service, or by action of the City Commission. Employee may accumulate, accrue, and carry forward from year to year all unused vacation and sick leave days until the termination date of this Agreement, or Employee's resignation or termination from employment pursuant to this Agreement, whichever occurs first. Employee shall be paid for all unused vacation and sick leave days accumulated when he leaves the employ of Employer. However, in no event shall Employee be compensated for more than 1,000 hours of unused vacation and sick leave combined.

Section 7. BONDING:

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. Employer agrees to pay the cost of Employees' subscriptions to managerial and financial professional publications, professional association dues and fees, as well as

professional development courses, meetings, and seminars, including attendance costs and out-of-pocket expenses incurred during Employee's period of employment and renewals or extensions thereof.

B. Employer in consultation with Employee shall fix any other terms and conditions of employment, as may be determined necessary from time to time, relating to the duties and performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

C. Except as otherwise provided in this Agreement, all provisions of the City Code of Ordinances and policies and rules of Employer relating to vacation and sick leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended.

Section 9. INDEMNIFICATION:

City or its designee shall defend, save harmless and indemnify Employee against any tort, professional or malpractice liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission committed by Employee within the scope of his duties as City Manager and/or any legal duties. In its sole discretion, City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 10. NOTICES:

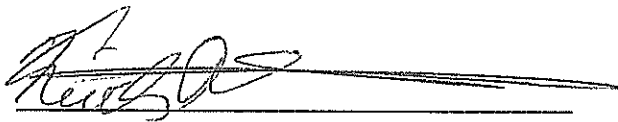
Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows as reflected on the City's

letterhead and in the Employee's personnel file. Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

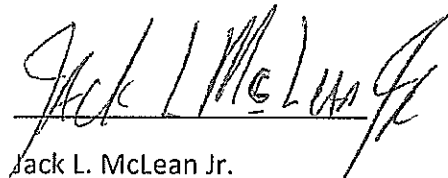
Section 11. GENERAL PROVISIONS:

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon all parties and inures to the benefits of the heirs at law and executors of Employee.
- C. If any provisions or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and remain full force and effect.
- D. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and remain in full force and effect.

IN WITNESS WHEREFORE, the City Commission of the City of Quincy, Florida, has approved this Agreement in open session and has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

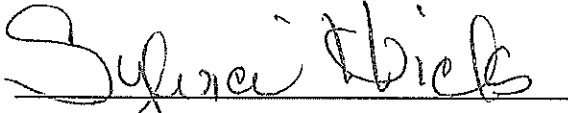


Keith Dowdell, Mayor and
Presiding Officer of the City Commission of
The City of Quincy, Florida
EMPLOYER



Jack L. McLean Jr.
City Manager of
The City of Quincy, Florida
EMPLOYEE

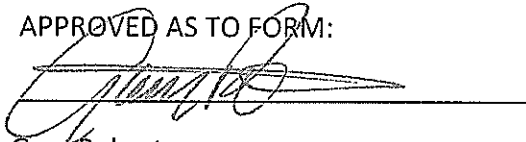
ATTEST:



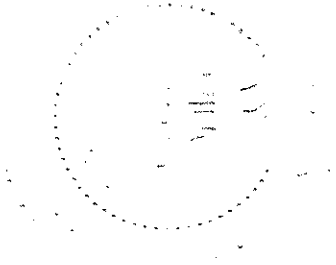
Sylvia Hfeks
City Clerk

(SEAL)

APPROVED AS TO FORM:



Gary Roberts
Interim City Attorney



**Interim City Manager and City
Manager**

Michael B. Wade, Sr.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of July, 2015, between the City of Quincy, Florida, a Florida municipal corporation, hereinafter referred to as "Employer," and Michael B Wade, Sr., hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as the City Manager of the City of Quincy, Florida, as provided by the City of Quincy's City Charter Article III, Section 3.01; and

WHEREAS, Employee has been employed by Employer since September 8, 1987, served as Utilities Director since February 4, 2008, and also has served as interim City Manager since March 25, 2014, at that time pursuant to verbal agreement.

WHEREAS, on October 28, 2014, Employer and Employee entered into a formal written agreement for Employee to serve as interim City Manager of the City of Quincy, Florida, which agreement the Employer and Employee now wish to replace with this formal written agreement for Employee to serve as City Manager; and

WHEREAS, it is the desire of the City Commission to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Commission (1) to provide inducement for Employee to enter into and remain in such employment, (2) to act as a deterrent against malfeasance, misfeasance, and nonfeasance on the part of Employee, (3) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future

security, and (4) to provide a just means for terminating Employee's services at such time as he may be unable to discharge his duties or when the City Commission may otherwise desire to terminate his employment under this Agreement; and

WHEREAS, Employee desires to accept employment as the City Manager of the City of Quincy.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. DUTIES:

Employer agrees to employ MICHAEL B. WADE, SR, as the City Manager of the City of Quincy, Florida, to perform the functions and duties described in the City Charter and Code of Ordinances of the City of Quincy, Florida, and to perform other legally permissible and proper functions and duties as may from time to time be required by the City Commission. Employee will not accept or engage in any employment that affects , interferes or conflicts with his employment or the performance of his duties.

Section 2. TERM AND TERMINATION:

A. This Agreement shall commence on the day and year first above written, and shall continue until terminated by one of the parties. This agreement may be terminated by either party on thirty (30) days advance written notice.

B. Employee serves at the pleasure of the City Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of the Employee at any time, subject only to the notice provisions set forth herein.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position as City Manager with Employer, subject only to the notice provisions set forth herein above.

Section 3. COMPENSATION:

Employer agrees to pay Employee for his services rendered pursuant hereto a salary of \$85,000.00 per year for his administrative and managerial duties as City Manager, payable in equal bi-weekly installments, in the same manner as a City employee classified as "full-time exempt Executive."

Section 4. LIABILITY AND HEALTH INSURANCE:

A. Employer will continue to provide life, health and any other insurance benefits to which Employee would be entitled as a City employee classified as "full-time exempt Executive." Upon termination of all employment with the City, Employee shall be deemed to be a retiree under Ordinance 1066-2014, regardless of the date or circumstances of such termination.

B. Employer shall provide Employee with the public officials' liability insurance as provided in the ICMA public liability insurance policy or an equivalent policy from a duly licensed insurance company. The coverage limits shall be in an amount of not less than \$300,000.00.

Section 5. RETIREMENT/DEFERRED COMPENSATION:

Employee continues to be eligible for retirement and deferred compensation as a City employee classified as "full-time exempt Executive."

Section 6. VACATION AND SICK LEAVE:

A. Employee continues to be eligible for, and will accrue, vacation and sick leave as

a City employee classified as "full-time exempt Executive." Provided, however, Employee may accumulate, accrue, and carry forward from year to year all unused vacation and sick leave days, until the termination date of this Agreement or upon Employee's resignation or termination from employment pursuant to the terms of this Agreement, whichever occurs first.

B. Upon termination of this agreement, regardless of the circumstances, Employee shall be compensated for accrued vacation and sick leave time at a rate of 50% of the total of accrued leave time, which may be paid by Employer either as a lump sum, or in installments equivalent to the interval and amount of regular pay of Employee at the time of termination until such obligation has been paid in full. For purposes of calculating accrued vacation leave and sick leave pursuant to this paragraph, all such leave which has accrued as of the effective date of this agreement shall be deemed to have accrued, and shall be compensated, at the Employee's pay rate as of March 25, 2014, and vacation and sick leave accruing after the effective date of this agreement shall accrue, and shall be compensated, at the regular rate of pay in effect at the time of termination of this Agreement.

Section 7. BONDING:

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. Employer agrees to pay the cost of Employees' subscriptions to managerial and financial professional publications, professional association dues and fees, as well as professional development courses, meetings, and seminars, including attendance costs and out-of-pocket expenses incurred during Employee's period of employment and renewals or extensions thereof.

B. Except as otherwise provided in this Agreement, all provisions of the City Code of Ordinances and policies and rules of Employer relating to vacation and sick leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to employees of Employer who are also classified as "full-time exempt Executive."

Section 9. INDEMNIFICATION:

City or its designee shall defend, save harmless and indemnify Employee against any tort, professional or malpractice liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission committed by Employee within the scope of his duties as City Manager and/or any legal duties. In its sole discretion, City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 10. NOTICES:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) **IF TO EMPLOYER:**
Mayor
City of Quincy
404 W. Jefferson Street
Quincy, Florida 32351

- (2) **IF TO EMPLOYEE:**
Michael B. Wade, Sr.
65 Shelfer Street N.
Quincy, Florida 32351

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the

date of personal service or as of the date of deposit of such written notice the course of Transmission in the United States Postal Service.

Section 11. GENERAL PROVISIONS:


A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon all parties and inures to the benefits of the heirs at law and executors of Employee.

C. If any provisions or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and remain full force and effect.

IN WITNESS WHEREFORE, the City Commission of the City of Quincy, Florida, has approved this Agreement in open session and has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

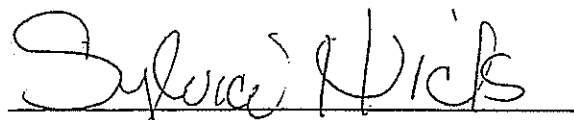
[Signatures appear on following page]

 **uif;J,**
Terrick Elias, Mayor and
Presiding Officer of the City Commission of
The City of Quincy, Florida

_____, (c; z'.
Michael B. Wade, Sr.
EMPLOYEE

EMPLOYER

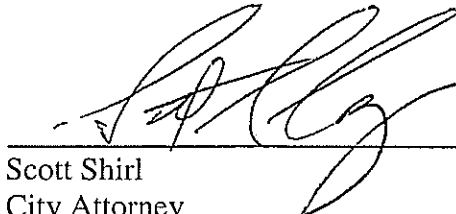
ATTEST:

A handwritten signature in cursive script, appearing to read "Sylvia Hicks", written over a horizontal line.

Sylvia Hicks
City Clerk

(SEAL)

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Scott Shirl", written over a horizontal line. A vertical line is drawn to the right of the signature.

Scott Shirl
City Attorney

**Position: Acting City Manager
and City Manager's Role and
Responsibilities**

Reference:

**[www.municode.com/Library/FL
/Quincy](http://www.municode.com/Library/FL/Quincy)**

**An Ordinance is an official
legislative action of the City
Commission that effects a
permanent law for
enforcement. The City's
ordinances date back to 1825.**

Sec. 2.04. - Prohibitions.

- (a) *Holding other office.*
- (b) *Appointments and removals.* Neither the commission nor any of its members shall in any manner dictate the appointment or removal of any city administrative officer or employee whom the city manager or any of his subordinates is empowered to appoint, but the commissioners while in open or executive session of the commission, may express their views and fully and freely discuss with the city manager anything pertaining to appointment and removal of such officers and employees.
- (c) *Interference with administration.* Except for the purpose of inquiries under section 2.15, the commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the commission nor its members shall give orders to any such officer or employee, either publicly or privately. Violation of this provision shall constitute a misdemeanor to be prosecuted and punished as provided by state law.
- (d) *Political activities.*

Editor's note— The provisions of section 2.04(a) have assumed ordinance status by virtue of the Municipal Home Rule Powers Act (F.S. ch. 166) and their inclusion in the Code. *See Code, § 2-26. See also* AGO 74-25.

The provisions of section 2.04(d) were either repealed by the Municipal Home Rule Powers Act (F.S. ch. 166) or converted into an ordinance by such act which has not been readopted. *Cf.* AGO 74-25.

ARTICLE III. - CITY MANAGER

Sec. 3.01. - Appointments; qualifications.

The city commission shall appoint a city manager who shall be the administrative head of the city government under the direction and supervision of the city commission. He shall be chosen solely upon the basis of his qualifications, and he need not be a resident of the city or state at the time of his appointment. The commission shall fix the terms of the city manager's employment relationship with the city by contractual agreement.

(Ord. No. 993, § 1, 7-26-06)

Editor's note— Except insofar as section 3.01 mandates that there be a city manager, section 3.01 may have assumed ordinance status pursuant to, or have been repealed by, F.S. § 166.021. *See* AGO 88-64.

Sec. 3.02. - Removal.

An agenda item to remove the city manager must be placed on the agenda of the city commission at least two weeks prior to any action being taken on the item. Following said two week period, the city commission may, after a public hearing, remove the city manager by resolution of a three-fifths affirmative vote of all its members.

(Ord. No. 993, § 2, 7-26-06)

Editor's note— It appears that section 3.02 may have assumed ordinance status pursuant to, or been repealed by, F.S. § 166.021. See AGO 88-64.

Sec. 3.03. - Acting city manager.

By letter filed with the city clerk, the city manager shall designate, subject to approval of the commission, a qualified city administrative officer to exercise the powers and perform the duties of the city manager during his temporary absence or disability other than suspension. The commission may revoke such designation at any time. Upon the failure of the manager to comply with the provisions hereof, the city commission may make such designation.

Editor's note— It appears that section 3.03 may have assumed ordinance status pursuant to, or been repealed by, F.S. § 166.021. See AGO 88-64.

Sec. 3.04. - Powers and duties of the city manager.

The city manager shall be the chief administrative officer of the city. He shall be responsible to the commission for the administration of all city affairs placed in his charge by or under this charter. He shall have the following powers and duties:

- (1) He shall employ or appoint all city employees and appointive administrative officers provided for by or under this charter, except as otherwise provided by law, this charter, or rules adopted by the commission pursuant to this charter. All such employees shall serve at the pleasure of the city manager, but the city manager, when he deems it necessary for the good of the service, may suspend in writing, with or without pay, or remove any employee under his jurisdiction except as otherwise provided by law, this charter, or rules adopted by the commission pursuant to this charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.
- (2) He shall direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by law and except for any department, office or agency whose employees are not appointed by the city manager.
- (3) Unless excused by the commission, he shall attend all commission meetings and shall have

the right to take part in discussion but may not vote.

- (4) He shall see that all laws, provisions of this charter, and acts of the commission, subject to his direction and supervision, are faithfully executed.
- (5) He shall prepare and submit the annual budget to the commission.
- (6) He shall submit to the commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (7) He shall make such other reports as the commission may require concerning the operations of city departments, offices and agencies subject to his direction and supervision.
- (8) He shall keep the commission fully advised as to the financial condition and future needs of the city, and shall make such recommendations to the commission concerning the affairs of the city as he deems desirable.
- (9) He shall perform such other duties as are specified in this charter or may be required by the commission.

Sec. 2-303. - Officers; meetings; rules or bylaws.

- (a) *Officers.* The mayor and presiding officer of the city commission shall also act as chairman of the drug abatement board, and, in his absence or inability to serve, the mayor pro tem shall serve in such capacity. The clerk to the city commission shall also serve as secretary to the board and shall perform such duties as may be assigned to that office from time to time under rules and regulations adopted by the board.
- (b) *Meetings.* The board shall meet at regular intervals at such times and places to be determined by the board. Special meetings may be called at the request of the mayor or any two members of the city commission or the city manager acting upon a request by the director of the department of public safety. Every such request shall state the purpose for which the special meeting is to be called and shall be read at the meeting and entered into the minutes, and no business shall be transacted except that stated in the request and call for such special meeting. A majority of the members of the board shall constitute a quorum, and an affirmative vote of a majority of the quorum present shall be necessary for the passage, enactment or transaction of any official business of the board.
- (c) *Rules or bylaws.* The board may adopt or promulgate such reasonable rules, regulations or bylaws, consistent with this division, as may be necessary or desirable in order to carry out its functions.

(Code 1958, § 2-31)

Sec. 2-471. - City manager's authorities; procedures generally.

The city manager shall, subject to any regulations which the commission may prescribe by ordinance and, within the amounts and items appropriated by the commission, make purchases and enter into contracts in behalf of the city. Every such contract or purchase exceeding an amount to be established by ordinance shall require the prior approval of the commission. The city manager also may transfer to or between departments, offices and agencies or sell surplus or obsolete supplies, materials and equipment, subject to such regulations as the commission may prescribe by ordinance. Opportunity for competitive bidding shall be given before the purchase of or contract of any supplies, materials, equipment or services, except professional services, when the amount involved exceeds \$1,000.00 or such amount as the commission shall determine by ordinance.

(Laws of Fla. ch. 63-1840, § 5.03)

Sec. 2-472. - Limitation of authority of city manager.

The city manager shall not, without the approval of the city commission, make purchases or enter into contracts on behalf of the city when the amount involved or to be paid therefore or in connection therewith shall exceed \$10,000.00, and such monetary limits shall apply. This section does not apply to purchases made from a cooperative purchasing agreement authorized by any state or local government, or governmental association, for any purchase made or contract entered into on behalf of the city for any single purchase item or multiple purchase of the same item in any one year period; provided, however, that the authority of the city manager shall be subject to all applicable provisions of the city's charter, state law and other provisions of law pertaining to competitive bidding requirements and also subject to all exceptions thereto. The city manager may make purchases or enter into contracts which exceed such monetary limitations, but only when emergency circumstances are involved that require immediate action to protect the public health, safety, welfare or morals, and such purchases shall be reported to the city commission at its next regular meeting.

(Code 1958, § 2-3; Ord. No. 918, § 1, 1-9-01)

Sec. 58-30. - City manager's authority; appeals.

- (a) All refuse accumulated in the city shall be collected, conveyed and disposed of by the city, except as otherwise provided in this article, under the supervision of the city manager.
- (b) The city manager shall have the authority to make regulations, not inconsistent with this article, concerning collection, type and location of waste containers and such other matters pertaining to such collection, conveyance and disposal as he shall find reasonably necessary and to change and modify such regulations.
- (c) Any person aggrieved by a regulation of or fee charged by the city manager shall have the right of appeal, within a reasonable length of time, to the city commission which shall have the authority

to confirm, modify or revoke any such regulation or fee.

(Code 1958, § 17-13.5)

Sec. 70-36. - Authority of city manager.

- (a) The authority to make and enforce all rules and regulations governing traffic and the use of the streets of the city by vehicles and pedestrians is hereby vested in the office of the city manager, and the person holding such office is given full power to designate directions of traffic, time limits and locations for parking, renovation [reservation] of parking places, maximum and minimum speeds insofar as speeds shall not conflict with the laws of the state, to establish through streets and stop crossings and to install such street signs and indicators and markings as shall be necessary or advisable for the operation and enforcement of such rules and regulations.
- (b) All funds collected for violation of the handicapped parking section 70-101 shall be maintained in a separate municipal account to be used in the following manner: one-third to be used to defer expenses for the administration of section 70-101; two-thirds to be used to provide funds to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.

(Code 1958, § 31-3; Ord. No. 906, § 1, 6-27-2000)

Sec. 82-30. - Appeals from decisions of city manager.

- (a) Appeals to the city commission may be taken by any person aggrieved or affected by any decision of the city manager made under the provisions of this article. Such appeal shall be taken within 15 days from the time of such decision appealed from by filing with the city manager from whom the appeal is taken and with the city clerk, a notice of appeal specifying the grounds thereof. The city manager shall forthwith transmit to the city commission all the papers constituting the record upon which the action appealed from was taken.
- (b) An appeal shall stay all proceedings in furtherance of the action appealed from unless the city manager certifies to the city commission, after the notice of appeal shall have been filed with him, that by reason of facts stated in his certificate a stay of proceedings would, in his opinion, cause imminent peril to life or property. In such case, the proceedings shall not be stayed otherwise than by a restraining order which may be granted by the city commission or by a court of record on application after reasonable notice to the city manager and on due cause shown.
- (c) The city commission shall fix a reasonable time for the hearing of the appeal and give public notice thereof as well as due notice to the party making the appeal and shall decide the appeal within a reasonable amount of time.
- (d) The city commission may reverse or affirm, wholly or partly, or may modify the decision, order or

requirement appealed from and may make such order, requirement, decision or determination as ought to be made and to that end shall have all the powers of the city manager from whom the appeal is taken. The concurring vote of four members of the city commission shall be necessary to reverse any order, requirement, decision or determination of the city manager or to decide in favor of the appellant on any matter upon which it is required to pass under this article.

(Code 1958, § 34-36)

Sec. 4.02. - Personnel.

The city manager or his duly designated subordinates shall be responsible for the appointment to all positions and for the promotion of all employees under his direction which shall be made solely on the basis of merit and fitness for the position concerned. The city manager shall prepare personnel rules which may be adopted by the commission by ordinance or resolution, with or without amendment. Rules shall be administered by the city manager.

Sec. 42-28. - Administrator.

- (a) *City manager to appoint.* The authority and responsibility for administering this article shall be vested in the city manager who shall appoint an administrator.
- (b) *Powers and duties.* The administrator shall:
 - (1) Receive written complaints as provided in section 42-32 relative to alleged unlawful acts under this article when a complainant seeks the administrator's good offices to conciliate.
 - (2) Upon receiving a written complaint, make such investigations as the administrator deems appropriate to ascertain facts and issues.
 - (3) Utilize methods of persuasion, conciliation and mediation for informal adjustment of grievances.
 - (4) Establish, administer or review programs at the request of the city manager and make reports on such programs to the city manager.
 - (5) Bring to the attention of the city manager items that may require the city commission's notice or action to resolve.
 - (6) Render to the city manager annual written reports of his activities under the provisions of this article, along with such comments and recommendations as he may choose to make.
 - (7) Cooperate with and render technical assistance to federal, state, local and other public and private agencies, organizations and institutions which are formulating or carrying on programs to prevent or eliminate the unlawful discriminatory practices covered by this article.
- (c) *Referral for legal action.* Whenever the administrator determines that there is probable cause to believe that there has been a violation of this article, but only after having fully processed the complaint in which such violation is alleged in the manner provided in this article, he shall refer the matter, along with the facts he has gathered in his investigations, to the proper county, state or federal authorities for appropriate legal action.
- (d) *Promulgation of forms and regulations.* The administrator shall promulgate, publish and distribute the necessary forms, rules and regulations to implement the provisions of this article.

Sec. 54-93. - Plan administration.

- (a) *Administration.* The retirement committee shall have the authority to control and manage the operation and administration of the plan, to manage and control plan assets and to select a custodian of the plan's assets and an investment manager.
- (b) *Retirement committee.*
 - (1) The retirement committee shall consist of the city manager, finance director, one member elected by the city commission, three members elected by the participants, and one member appointed by the retirement committee.
 - a. The member appointed by the retirement committee may not be an employee or an elected city official.
 - b. The member appointed by the retirement committee may vote on the issue of the appointment of a member to the retirement committee unless such member is the individual as to whom the vote is being taken.
 - c. Should any one individual hold both the city manager and finance director positions, the city commission, at its discretion, may appoint an additional member of the retirement committee until such time as different individuals serve in both positions.
 - d. The term of office for the member appointed by the city commission shall be until such member resigns or is removed by the city commission.
 - (2) The term of office for the three members elected by the participants and the one member appointed by the retirement committee shall be two years.
 - (3) An individual member of the retirement committee may resign by delivering the member's written resignation to the city commission and to the other members of the retirement committee. Such resignation shall be effective the later of the date specified in the written resignation or the date received by the city commission.
 - (4) All of the reasonable expenses of the retirement committee shall be paid from the trust unless paid by the city. The members of the retirement committee shall receive no compensation for their services rendered to or as members of the retirement committee.
 - (5) The retirement committee shall act at a meeting by a majority of its members at the time in office who are eligible to vote on any particular matter. Alternatively, the retirement committee may act by unanimous written consent. The retirement committee may authorize in writing any person to execute any document on its behalf, and any interested person, upon receipt of notice of such authorization directed to it, may thereafter accept and rely upon any document executed by such authorized person until the retirement committee shall deliver to such interested person a written revocation of such authorization.
 - (6) A member of the retirement committee who is also a participant shall not vote or act upon

any matter relating solely to that member.

(c) *Powers and duties of retirement committee.*

- (1) The retirement committee shall have the power and discretion to construe the plan, including but not limited to determining who is eligible to participate and the amount of a participant's benefits, and to determine all questions of fact that may arise thereunder, and any such construction or determination shall be conclusively binding upon all persons interested in the plan.
- (2) The retirement committee shall have the power and discretion to determine who is a public safety employee and what payments to public safety employees are incentive payments for purposes of determining base pay.
- (3) Subject to the terms of the plan, the retirement committee shall determine the time and manner in which all elections authorized by the plan shall be made or revoked.
- (4) All applications of the fund for purposes of payment of benefits or expenses of the plan (other than expenses of a custodian, trustee or an investment manager otherwise provided for in a custodial, trust or an investment management agreement) shall be made by the trustee only at the direction of the retirement committee.
- (5) The retirement committee shall insure that all fiduciaries are bonded to the extent as required by any federal or state law.
- (6) The retirement committee shall have all the rights, powers, duties and obligations granted or imposed upon it elsewhere in the plan.
- (7) The retirement committee shall exercise all of its responsibilities under this article in a uniform and nondiscriminatory manner.
- (8) The retirement committee shall establish a claims procedure.

(d) *Investment managers.*

- (1) The trustee may, by an instrument in writing, appoint one or more persons, each of whom is referred to as an "investment manager," as adviser to the trustee in respect of investments and may, subject to any restrictions upon investment imposed upon the trustee by any regulation of the treasury department relating to the qualified status of the trust as tax exempt, or by state law, delegate to an investment manager from time to time the power to manage, acquire and dispose of or to direct the trustee to manage, acquire and dispose of any plan assets.
- (2) Each person so appointed shall be an investment advisor registered under the Investment Advisers Act of 1940; a bank as defined in that Act; or an insurance company qualified to manage, acquire, or dispose of any asset of the plan under the laws of the state.
- (3) Each investment manager shall acknowledge in writing that it is a fiduciary with respect to the

plan.

- (4) Such appointment and delegation shall be upon such terms and conditions as the trustee shall approve, and the trustee may enter into an agreement with each investment manager specifying the duties and compensation of such investment manager and the other terms and conditions under which such investment manager shall be retained.
- (5) The trustee shall not be liable for any act or omission of any investment manager, and shall not be liable for following the advice of any investment manager, with respect to any duties delegated to any investment manager.
- (6) The trustee may, at any time, terminate the appointment of any investment manager.

(e) *Trustee.*

- (1) The city commission shall, by an instrument in writing, appoint one or more individuals (including members of the retirement committee) or entities (each of whom is referred to as a "trustee") to serve as trustee of all or a portion of the trust. If no such appointment is made, should such person or entity resign, die or terminate existence and no successor is appointed, the retirement committee shall serve as trustee.
- (2) The trustee will have the power and authority to make and deal with any investment of the trust in any manner consistent with the plan which it deems necessary or appropriate.
- (3) Each trustee shall accept its appointment by an instrument in writing.
- (4) The city commission and retirement committee shall not be liable for any act or omission of any trustee with respect to any duties delegated to any trustee.
- (5) The trustee may appoint one or more investment advisors pursuant to subsection (d) of this section.

(f) *Compensation.*

- (1) Each investment manager shall be paid such reasonable compensation, in addition to expenses, as shall from time to time be agreed upon by the trustee and each investment manager.
- (2) Each trustee shall be paid such reasonable compensation, in addition to expenses, as shall from time to time be agreed upon by the city commission and each trustee.
- (3) No individual who is a member of the city commission or who receives compensation as a fulltime employee of the employer may receive compensation, other than reimbursement for reasonable expenses, as an investment manager or trustee.

(g) *Delegation of responsibility.* The retirement committee may designate persons to carry out the responsibilities of the retirement committee provided for hereunder. The retirement committee shall not be liable for any act or omission of a person so designated.

Cross reference— Boards, commissions, etc., § 2-161 et seq.